

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

October 24, 2011

6:30 P.M.

CALL TO ORDER: Mayor Hanel

PLEDGE OF ALLEGIANCE: Cub Scout Pack #36

INVOCATION: Councilmember Ruegamer

ROLL CALL

MINUTES: October 11, 2011

COURTESIES

PROCLAMATIONS:

- Pink Day in support of Breast Cancer Research, October 27, 2011
- Food Day, October 24, 2011
- Extra Mile Day, November 1, 2011

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1 and #2 ONLY.

Speaker sign-in required. (Comments offered here are limited to one (1) minute. 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.)

1. **CONSENT AGENDA** -- Separations:

A. **Bid Awards:**

1. **Private Contract #631, Infrastructure Construction for Kings Green Subdivision, Phase IV.** (Opened 10/11/2011 and delayed until 10/24/2011); Recommend Knife River; \$241,388.30.

B. **Amendment #2, W.O. 09-28, Water Treatment Facility Back-up Power, Phase II , Professional Services Contract, HDR Engineering, Inc.; \$82,400.**

- C. **Professional Engineering Services Contract** for design and construction administration of W.O. 12-01, 2012 Water and Sanitary Sewer Replacement Projects; Sanderson Stewart; not to exceed \$766,533.
- D. **Approval** of amendments to the Scheduled Airline Operating Agreement and Terminal Building Lease with Horizon Air (dba Alaska Airlines), United Airlines, Delta Air Lines, and Allegant Air, extending the Agreement expiration date to June 30, 2012.
- E. **Street Closures:**
1. **Yellowstone Rimrunners Run Turkey Run 5K and 1-Mile Event.** Thursday, November 24, 2011; 8 a.m. to noon; (1) 5K begins on 2nd Ave. N. at N. 30th heading east on 2nd Ave. N. to Broadway, north on Broadway to 3rd Ave. N., west on 3rd Ave. N. to N. 34th, south on N. 34th to 2nd Ave. N., east on 2nd Ave. N., and back to the start. The runners then retrace the same route to Broadway and 3rd Ave. N. but follow 3rd Ave. N. to Division, across Division to Clark Ave., west on Clark Ave. to 4th St. W., south on 4th St. W. to Yellowstone Ave., east on Yellowstone Ave. to Division, across Division to 2nd Ave. N., finishing on 2nd Ave. N. midway between N. 30th and N. 31st. (2) 1-Mile begins at 2nd Ave. N. and N. 31st and follows the same route as the first loop of the 5K.
- F. **Approval** of donation of the 2011 Montana League of Cities and Towns Fun Run/Walk proceeds to BikeNet for the Swords Park Trail Improvement Project; estimated net proceeds and donation - \$400 to \$600.
- G. **Second/Final Reading Ordinance expanding Ward II (Annexation #11-03)** for 14.87 acres legally described as Tract 2D of C/S 2776, Amended; Wayne Laufer, petitioner.
- H. **Second/Final Reading Ordinance** adopting proposed amendments to the City of Billings Subdivision Regulations, Article 23, BMCC, in accordance with State law.
- I. **Preliminary Minor Subsequent Plat** of Amended Block 2, Lot 1, Midland Subdivision, 1st Filing, located on the north side of King Avenue West, just west of 24th Street West on the westend Wal-Mart site; Wal-mart Real Estate Business Trust, Owner; Premier Food Service, Inc., subdivider; Sanderson Stewart, agent.
- J. **Preliminary Minor Subsequent Plat** of Amended Lots 2A-4-A, 2A-5A, 3A, and 4E, Block 1, Shiloh Crossing Subdivision, located on the east side of South Shiloh Road, south of King Avenue West. Shiloh Crossing, LLC, owner; Sanderson Stewart, agent.
- K. **Bills and Payroll:**
1. September 23, 2011
2. September 29, 2011

REGULAR AGENDA:

2. **RESOLUTION** granting the City Administrator signature authority to sell Neighborhood Stabilization Program (NSP) properties through the end of the NSP program in March 2013. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

3. **PUBLIC HEARING FOR INTERIM ZONING ORDINANCE** extending the moratorium enacted by Ordinance #10-5512 and extended by Ordinance #10-5523, continuing the prohibition on the opening of any new establishments that grow, sell, or distribute medical marijuana for an additional 12-month period. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

4. **PUBLIC HEARING AND FIRST READING ORDINANCE** for a permanent ordinance defining medical marijuana "storefront" businesses and prohibiting the operation of medical marijuana storefronts in the City of Billings. 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. Comments here are limited to 3 minutes. 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

Meeting Date: 10/24/2011

TITLE: Bid Award – Private Contract 631, Infrastructure Construction for Phase IV of Kings Green Subdivision, Third Filing

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

An Invitation to Bid for Private Contract #631, Infrastructure Construction for Phase IV of Kings Green Subdivision, 3rd Filing, was advertised September 22 and September 29, 2011, in The Billings Times. Bids were opened on October 11, 2011. On October 11, 2011, Council approved delaying the contract award until October 24, 2011, to allow sufficient time to review the bids.

ALTERNATIVES ANALYZED

Council may:

1. Approve the contract award for Private Contract #631; or
2. Do not approve the contract award for Private Contract #631.

FINANCIAL IMPACT

On April 25, 2011, the City Council approved a staff recommendation for re-allocation of \$39,043 left over from the Kings Green Phase III project to the Kings Green Phase IV project. The reallocated funds and FY2011-12 Affordable Housing Fund budget are enough to finance the construction.

The following bids were received on October 11:

BIDDER	TOTAL BASE BID
Riverside Sand and Gravel, Inc.	\$348,696.00
COP Construction, LLC	\$272,674.00
Knife River - Billings	\$241,388.30
Engineer's Opinion of Probable Cost	\$316,168.16

RECOMMENDATION

Staff recommends that Council award the contract for Private Contract #631, Infrastructure Construction for Phase IV of Kings Green Subdivision, Third Filing, to Knife River - Billings in the amount of \$241,388.30.

APPROVED BY CITY ADMINISTRATOR

Attachments

Private Contract 631 - Bids

PROJECT: **Private Contract 631, Kings Green Subdivision, 3rd Filing, Phase IV**
 S.S. PROJECT NO.: **78168.42**

BID DATE: **October 11, 2011**
 BID TIME: **2:00 PM**

Engineer's Estimate

Knife River - Billings

COP Construction LLC

Riverside Sand & Gravel, Inc.

ITEM NO.	EST. QTY.	DESCRIPTION	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$
SCHEDULE I - UTILITIES										
100	1	LS Mobilization and Insurance	16,695.75 / LS =	16,695.75	3,650.00 / LS =	3,650.00	15,000.00 / LS =	15,000.00	31,000.00 / LS =	31,000.00
101	1	LS Traffic Control	1,000.00 / LS =	1,000.00	350.00 / LS =	350.00	1,350.00 / LS =	1,350.00	3,000.00 / LS =	3,000.00
102	1	EA Remove Stub and Connect to Existing Sanitary Sewer Manhole	2,800.00 / EA =	2,800.00	420.00 / EA =	420.00	2,300.00 / EA =	2,300.00	1,300.00 / EA =	1,300.00
103	395	LF 8-inch Sanitary Sewer Pipe	36.00 / LF =	14,220.00	36.50 / LF =	14,417.50	33.00 / LF =	13,035.00	50.00 / LF =	19,750.00
104	4	EA Standard Sanitary Sewer Manhole	3,000.00 / EA =	12,000.00	1,565.00 / EA =	6,260.00	2,300.00 / EA =	9,200.00	3,200.00 / EA =	12,800.00
105	13.8	VF Extra Vertical Depth	110.00 / VF =	1,518.00	83.00 / VF =	1,145.40	70.00 / VF =	966.00	225.00 / VF =	3,105.00
106	11	EA 6-inch Sanitary Sewer Service	400.00 / EA =	4,400.00	84.00 / EA =	924.00	290.00 / EA =	3,190.00	430.00 / EA =	4,730.00
107	292	LF 6-inch Sanitary Sewer Service Pipe	26.00 / LF =	7,592.00	26.00 / LF =	7,592.00	24.00 / LF =	7,008.00	35.00 / LF =	10,220.00
108	2	EA Connect to Existing Capped 8-inch Water Main	1,800.00 / EA =	3,600.00	420.00 / EA =	840.00	1,400.00 / EA =	2,800.00	2,670.00 / EA =	5,340.00
109	446	LF 8-inch Water Main	33.00 / LF =	14,718.00	33.90 / LF =	15,119.40	33.00 / LF =	14,718.00	53.00 / LF =	23,638.00
110	4	EA 8-inch Gate Valve	1,150.00 / EA =	4,600.00	1,220.00 / EA =	4,880.00	1,300.00 / EA =	5,200.00	1,555.00 / EA =	6,220.00
111	6	EA 8-inch Bend	550.00 / EA =	3,300.00	355.00 / EA =	2,130.00	400.00 / EA =	2,400.00	520.00 / EA =	3,120.00
112	1	EA 8x8x6-inch Tee	500.00 / EA =	500.00	460.00 / EA =	460.00	550.00 / EA =	550.00	600.00 / EA =	600.00
113	1	EA Fire Hydrant Assembly	3,850.00 / EA =	3,850.00	4,375.00 / EA =	4,375.00	4,000.00 / EA =	4,000.00	4,150.00 / EA =	4,150.00
114	2	EA Remove Existing 2-inch Blow-off Hydrant	750.00 / EA =	1,500.00	230.00 / EA =	460.00	200.00 / EA =	400.00	550.00 / EA =	1,100.00
115	11	EA 1-inch Water Service	1,100.00 / EA =	12,100.00	805.00 / EA =	8,855.00	1,000.00 / EA =	11,000.00	1,180.00 / EA =	12,980.00
116	1	EA Remove Existing Storm Drain Manhole and Replace with 60-inch Manhole	4,500.00 / EA =	4,500.00	2,605.00 / EA =	2,605.00	3,600.00 / EA =	3,600.00	3,700.00 / EA =	3,700.00
117	1	EA Connect to Existing Storm Drain Main	2,500.00 / EA =	2,500.00	835.00 / EA =	835.00	650.00 / EA =	650.00	660.00 / EA =	660.00
118	4	EA 60-inch Storm Drain Manhole	3,500.00 / EA =	14,000.00	2,240.00 / EA =	8,960.00	3,000.00 / EA =	12,000.00	3,860.00 / EA =	15,440.00
119	484	LF 36x22-inch Arch Class III RCP Storm Drain Pipe	110.00 / LF =	53,240.00	89.00 / LF =	43,076.00	75.00 / LF =	36,300.00	87.00 / LF =	42,108.00

PROJECT: **Private Contract 631, Kings Green Subdivision, 3rd Filing, Phase IV**
 S.S. PROJECT NO.: **78168.42**

BID DATE: **October 11, 2011**
 BID TIME: **2:00 PM**

Engineer's Estimate

Knife River - Billings

COP Construction LLC

Riverside Sand & Gravel, Inc.

ITEM NO.	EST. QTY.	DESCRIPTION	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$
120	35 LF	12-inch Storm Drain Inlet Pipe	35.00 / LF =	1,225.00	31.20 / LF =	1,092.00	32.00 / LF =	1,120.00	45.00 / LF =	1,575.00
121	2 EA	Type III Inlet	1,500.00 / EA =	3,000.00	1,670.00 / EA =	3,340.00	1,900.00 / EA =	3,800.00	3,025.00 / EA =	6,050.00
122	1 LS	Clean Existing Inlets and Inlet Piping	800.00 / LS =	800.00	575.00 / LS =	575.00	500.00 / LS =	500.00	2,150.00 / LS =	2,150.00
TOTAL FOR SCHEDULE I - UTILITIES				\$183,658.75		\$132,361.30		\$151,087.00		\$214,736.00

SCHEDULE II - STREETS

201	1 LS	Mobilization and Insurance	9,433.85 / LS =	9,433.85	10,800.00 / LS =	10,800.00	12,000.00 / LS =	12,000.00	22,000.00 / LS =	22,000.00
202	1 LS	Storm Water Management and Erosion Control	2,000.00 / LS =	2,000.00	5,900.00 / LS =	5,900.00	8,000.00 / LS =	8,000.00	13,750.00 / LS =	13,750.00
203	1 LS	Traffic Control	1,000.00 / LS =	1,000.00	3,000.00 / LS =	3,000.00	2,000.00 / LS =	2,000.00	3,020.00 / LS =	3,020.00
204	1 LS	Lot Mass Grading	8,000.00 / LS =	8,000.00	10,800.00 / LS =	10,800.00	12,500.00 / LS =	12,500.00	4,400.00 / LS =	4,400.00
205	3,318 CY	Unclassified Excavation - Stockpiles	6.00 / CY =	19,908.00	4.75 / CY =	15,760.50	6.00 / CY =	19,908.00	6.00 / CY =	19,908.00
206	1,380 CY	Unclassified Excavation - Streets	6.00 / CY =	8,280.00	7.00 / CY =	9,660.00	7.50 / CY =	10,350.00	4.50 / CY =	6,210.00
207	639 CY	1 1/2-inch Base Gravel (11-inch section)	21.50 / CY =	13,738.50	23.00 / CY =	14,697.00	25.00 / CY =	15,975.00	31.00 / CY =	19,809.00
208	1,768 SY	Asphalt Surface Course (3-inch Section)	12.00 / SY =	21,216.00	11.50 / SY =	20,332.00	12.00 / SY =	21,216.00	13.00 / SY =	22,984.00
209	3 EA	Monument and Box	450.00 / EA =	1,350.00	590.00 / EA =	1,770.00	600.00 / EA =	1,800.00	550.00 / EA =	1,650.00
210	970 LF	Curb and Gutter	11.00 / LF =	10,670.00	11.50 / LF =	11,155.00	12.50 / LF =	12,125.00	10.00 / LF =	9,700.00
211	2 EA	Remove and Dispose of Road Closed Sign and Nine-Button Delineators	350.00 / EA =	700.00	90.00 / EA =	180.00	100.00 / EA =	200.00	200.00 / EA =	400.00
212	1 LS	Yellow Curb Paint	500.00 / LS =	500.00	270.00 / LS =	270.00	300.00 / LS =	300.00	1,700.00 / LS =	1,700.00
213	221 SF	Trail to Curbwalk Transition (Includes Base Gravel)	6.00 / SF =	1,326.00	2.50 / SF =	552.50	3.00 / SF =	663.00	9.00 / SF =	1,989.00
214	3 EA	Adjust Existing Manhole to Grade	450.00 / EA =	1,350.00	375.00 / EA =	1,125.00	400.00 / EA =	1,200.00	555.00 / EA =	1,665.00
215	1 EA	Adjust Existing Valve to Grade	450.00 / EA =	450.00	375.00 / EA =	375.00	400.00 / EA =	400.00	250.00 / EA =	250.00
216	3 EA	Adjust Existing Inlet to Grade	450.00 / EA =	1,350.00	240.00 / EA =	720.00	250.00 / EA =	750.00	365.00 / EA =	1,095.00
217	1 EA	12-Unit Mail Box	2,500.00 / EA =	2,500.00	1,930.00 EA	1,930.00	2,200.00 EA	2,200.00	3,430.00 EA	3,430.00
TOTAL FOR SCHEDULE II - STREETS				\$103,772.35		\$109,027.00		\$121,587.00		\$133,960.00

TOTAL BID FOR SCHEDULES I and II				\$287,431.10		\$241,388.30		\$272,674.00		\$348,696.00
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PROJECT: Private Contract 631, Kings Green Subdivision, 3rd Filing, Phase IV
S.S. PROJECT NO.: 78168.42

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ITEM NO.	EST. QTY.	DESCRIPTION	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$
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Combine Low Bid Totals (Schedule I and Schedule II)

c: Engineer, Owner, Bid Tabs Book

Percent Under Engineer's Estimate	16.0%	5.1%	-21.3%
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Regular City Council Meeting**Meeting Date:** 10/24/2011**TITLE:** W.O. 09-28--Water Treatment Plant Backup Power Phase II, Professional Services Contract, Amendment No. 2**PRESENTED BY:** David Mumford**Department:** Public Works**Information****PROBLEM/ISSUE STATEMENT**

The City of Billings and HDR Engineering, Inc. agreed to a Professional Services Contract on June 25, 2007 for designing emergency power systems for the city's water distribution system. Amendment 1, approved September 25, 2008, included design and bidding services for backup power systems at the Water Treatment Plant (WTP). Amendment 2 includes construction administration services for the work at the WTP. The majority of work to be completed is specialized electrical work. HDR has qualified people available to inspect and administer this type of work.

ALTERNATIVES ANALYZED

The Council may:

- Approve Amendment #2 to the Professional Services Agreement with HDR Engineering; or
- Not approve Amendment #2 to the Professional Services Agreement, potentially leading to using unqualified personnel to interpret and observe the contractor's work.

FINANCIAL IMPACT

Original Contract Amount	\$ 74,639.00
Amendment One	\$ 97,800.00
Amendment Two	\$ 82,400.00
TOTAL	\$ 254,839.00

The project is being funded with \$974,000 from a HUD grant and the remainder from water funds approved in the FY11 Budget. There are funds available to cover the increase associated with Amendment No. 2.

RECOMMENDATION

Staff recommends that Council authorize the Mayor to execute Amendment #2 to the Professional Services Contract with HDR Engineering, Inc., in the amount of \$82,400.00.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 10/24/2011

TITLE: Work Order 12-01; Contract for Professional Engineering Services, 2012 Water and Sewer Replacement Projects--Schedule 1

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Mayor and Council are asked to consider awarding a professional engineering services contract to Sanderson Stewart in the amount of \$766,533.00 for design and construction administration services on Schedule 1 of the 2012 Water and Sanitary Sewer Replacement Projects. The projects include approximately 6,900 feet of water main replacement on Montana Avenue between North 13th Street and North 31st Street and approximately 3,000 feet of water main replacement on South 27th Street between 5th Avenue South and State Avenue. Sanderson Stewart was selected based on City staff review of project proposals submitted by prequalified firms. Other firms considered for the work were DOWL HKM and Morrison-Maierle, Inc.

The City replaces and upgrades its water and sanitary sewer utilities as part of an annual maintenance program. As underground pipe approaches the end of its useful life, the City's maintenance costs increase. Corroding pipe and leaking joints lead to water loss and reduced capacity. Water main breaks can also cause property damage.

ALTERNATIVES ANALYZED

The City Council may:

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

If the projects are not constructed, the City's water distribution system in these areas will continue to experience ongoing maintenance problems.

FINANCIAL IMPACT

Funding for the projects has been approved by City Council in the CIP. Funding is sufficient for the engineering design and construction administration portion which is now under consideration, as well as for the project construction planned for bidding in April 2012.

RECOMMENDATION

Staff recommends that Council award a professional engineering services contract for the design and construction administration portion of Schedule 1 of the 2012 Water and Sanitary Sewer Replacement Projects to Sanderson Stewart in the amount not to exceed \$766,533.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

SS Final Contract WO 12-01

Contract for Professional Engineering Services
Project – City of Billings W.O. 12-01—Schedule 1
WATER MAIN REHABILITATION

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 10 pages (Basic Services of Engineer);
- Appendix B consisting of 1 page (Methods and Times of Payment);
- Appendix C consisting of 1 page (Additional Services of Engineer);
- Appendix D consisting of 3 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 pages (Project Schedule);
- Appendix F consisting of 5 pages (Certificate(s) of Insurance)

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. "Engineer" means Sanderson Stewart
- D. "Contractor" means the third party responsible for the physical construction of the project.

Section 2. Scope of Services.

- A. The Engineer 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 Engineer 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 Engineer 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 Engineer shall provide as-built drawings as specified hereafter, as approved by the City of Billings, to the Administrator within 90 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 Engineer 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 Engineer 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, 2013.

Section 4. Compensation; Method of Payment.

- A. Subject to the Engineer's satisfactory performance, Billings shall pay the Engineer no more than \$766,533.00 (Seven hundred sixty six thousand five hundred thirty three dollars) in accordance with this Section.
- B. The Engineer 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 Engineer shall have paid all City taxes currently due and owing by the Engineer.

Section 5. Termination of the Engineer's Services.

The Engineer'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 Engineer 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 Engineer's services for convenience, Billings shall pay the Engineer for its actual costs reasonably incurred in performing before 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 Engineer shall become the property of Billings.

- B. If the Engineer's services are terminated for cause, Billings shall pay the Engineer the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Engineer'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 Engineer under this Contract shall become the property of Billings at its option.
- C. If the Engineer 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 Engineer shall not be entitled to any compensation under this Section until the Engineer has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.
- E. If the Engineer's services are terminated for whatever reason the Engineer 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 Engineer'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 Engineer'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 Engineer shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Engineer shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Engineer shall provide the following insurance:
 - 1. Workers' compensation and employer's liability coverage as required by Montana law.
 - 2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
 - 3. Commercial automobile liability -- \$500,000 per accident.
 - 4. Professional liability in the amount of \$1,500,000.
- 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 Engineer 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 Engineer 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 Engineer 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. The Engineer shall have the right to include photographic or artistic representations of the design and construction of the Project among the Engineer's promotional and professional materials. The Engineer's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Engineer in writing of the specific information considered by Billings to be confidential and proprietary. Billings should make good faith effort to advise the Engineer of confidential and proprietary information.
- B. Equipment purchased by the Engineer 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 Engineer 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 Engineer's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

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

Billings: City Engineer (Debi Meling)
City of Billings
Public Works Department
510 North Broadway – 4th Floor
Billings, Montana 59101 FAX: (406) 657-8252 / PHONE: (406) 657-3097

Engineer: Sanderson Stewart
Rick Leuthold, PE, President
1300 North Transtech Way
Billings, Montana 59102 FAX: (406) 656-0967 / PHONE: (406) 656-5255

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

Section 15. Subcontracts.

The Engineer 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 Engineer delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Engineer.
- C. Every subcontract in an amount exceeding \$1,000 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract.

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

- A. The Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
- D. The Engineer shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of the Engineer under this Contract.
- E. The Engineer shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

Section 3. Permits, Laws, and Taxes.

The Engineer 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 Engineer under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Engineer 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 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:

Engineer: Rick Leuthold, PE, President
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

The Engineer shall indemnify, defend, save, and hold Billings harmless from any claims, lawsuits or liability, including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the Engineer or any subcontractor as a result of the Engineer's or any subcontractor's performance pursuant to this Contract.

- A. The Engineer shall not indemnify, defend, save and hold Billings harmless from claims, lawsuits liability, 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 Engineer, the Engineer shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, lawsuits or liability, including attorneys' fees and costs, which result from the Engineer's or any subcontractor's wrongful or negligent acts occurring as a result from the Engineer's performance pursuant to this Contract.

The City shall indemnify, defend, save, and hold the Engineer harmless from any claims, lawsuits or liability, including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the City as a result of the City's performance pursuant to this Contract.

- A. The City shall not indemnify, defend, save and hold the Engineer harmless from claims, lawsuits liability, or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of the Engineer 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 Engineer, the City shall indemnify, defend, save, and hold the Engineer harmless from only that portion of claims, lawsuits or liability, including attorneys' fees and costs, which result from the City's wrongful or negligent acts occurring as a result from the City's performance pursuant to this Contract.

Section 10. Inspection and Retention of Records.

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

Engineer

City Council or Designee

Date: _____

Name: _____

Title: _____

Date: _____

ATTEST:

IRS Tax ID # _____

Cari Martin
City Clerk

Date: _____

STATE OF MONTANA)
 :ss.
COUNTY OF YELLOWSTONE)

On this ____ day of _____, 2011, 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 Engineer's signature to be notarized.**

Appendix A

Basic Services of Engineer W.O. 12-01 Water Main Rehabilitation

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 in Montana Avenue from 13th Street to 31st Street, and within South 27th Street from State Avenue to 5th Avenue South 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. 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 7. Determine locations where additional right-of-way must be secured and coordinate obtaining necessary construction permits if any.
- Task 8. 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 9. 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 10. Attend up to six periodic design review meetings with the City and two design review meetings with MDOT personnel.
- Task 11. 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 12. Perform survey measure downs for existing water, sewer, and storm for Montana Avenue from 13th to 31st Street. Traffic control included for items out in traffic areas.
- Task 13. Perform survey measure downs for existing water, sewer and storm for South 27th Street from State Ave to 5th Avenue South. Traffic control included for items out in traffic areas.
- Task 14. Set control network for Montana Avenue and South 27th Street areas.
- Task 15. Property corner search for Montana Avenue.
- Task 16. Property corner search for South 27th Street area.
- Task 17. Field topographic survey of Montana Avenue from 13th to 31st Street. Topographic survey includes 5 days of traffic control set-up.
- Task 18. Field topographic survey of South 27th Street from State Avenue to 5th Avenue South. Topographic survey includes 2 days of traffic control set-up.
- Task 19. Geotechnical Investigation of Montana Avenue (13th-31st): 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. Geotechnical investigation includes traffic control during boring operations.

- Task 20. Geotechnical Investigation of South 27th Street: 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. Geotechnical investigation includes traffic control during boring operations.
- Task 21. Miscellaneous geotechnical design review, including geotechnical review of plans and specifications and review of adjacent pipeline/utility stability.
- Task 22. Perform literature review of documented environmental issues (preliminary site analysis) of the Montana Avenue area and the South 27th Street area. No in-field drilling, testing, or environmental sampling is included in this literature review.
- Task 23. Review pipe bursting as alternate construction method for Montana Avenue including fusible PVC pipe and HDPE pipe.
- Task 24. Review alternate construction timing methods for Montana Avenue (review of night work/weekend work, 24 hour 7-day a week work hours). Include findings in memorandum with alternate construction methods from Task 23.
- Task 25. Traffic Analysis Montana Avenue (13th-31st): 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 six (6) impacted intersections in one peak hour (AM or PM).
- Task 26. Traffic Analysis South 27th Street: 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 two (2) impacted intersections in one peak hour (AM or PM).
- Task 27. Design of temporary water system performance specifications for

- all project areas and flushing design for any 24-inch diameter water main piping.
- Task 28. Design of any required temporary private fire suppression system performance specifications as required during construction.
- Task 29. Meet with local contractors and suppliers to discuss constructability and traffic control issues.
- Task 30. Identify potential staging areas, disruptions to private access and parking.
- Task 31. 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 32. 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 33. 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). Send plans to MDOT for review of paving and traffic control specifications.
- Task 34. 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". Temporarily backfill holes with cold-mix asphalt. Provide filling of holes during construction by Contractor with hot-mix asphalt. Scope of work includes traffic control.
- Task 35. Meet with Montana Rail Link officials and permitting officials for the Montana Avenue water main railroad crossing to determine permit requirements.
- Task 36. Meet with City engineering, and public utilities department (PUD) two times.
- Task 37. 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 38. Prepare traffic control plan for Montana Avenue.
- Task 39. Draft traffic control plan for Montana Avenue.
- Task 40. Prepare traffic control concepts and design for South 27th Street.

- Task 41. Draft traffic control plan for South 27th Street.
- Task 42. Quality control review of plans.
- Task 43. Prepare Preliminary Plans and Specifications (70% design level) using all data gathered and input received.
- Task 44. Prepare opinion of probable cost with 15 percent contingency included.
- Task 45. Submit Preliminary Plans and Specifications (70% design level) for review to all interested parties as determined by the City of Billings and Sanderson Stewart, including MDOT.

Phase 200 Deliverables:

Preliminary Design Hydraulic Memorandum for pipe sizing, Memorandum Discussing Construction Alternate and Scheduling Alternates for Montana Avenue, 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. Design new ADA Ramps where required (Up to 8 ramps).
- 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. Montana Avenue: Incorporate recommended traffic control plans into final plan set. Plans shall include required detours, required signing, and applicable construction phasing.
- Task 8. Draft Montana Avenue final traffic control plans.
- Task 9. South 27th Street: Incorporate recommended traffic control plans into final plan set. Plans shall include required detours, required signing, and applicable construction phasing.
- Task 10. Draft south 27th Street 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 120-day construction contract.
 - Task 10. Attend 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 (if requested), 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 120 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 general 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 W.O. 12-01 Water Main Rehabilitation

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 due 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 \$766,533.00 (Seven hundred sixty six thousand five hundred thirty three dollars) based on the following tasks:

Phase 100	Project Initiation and Scoping	<u>\$6,434.00</u>
Phase 200	Preliminary Design Services	<u>\$289,177.00</u>
Phase 200A	Pot Holing of Sub Surface Utilities	<u>\$28,916.00</u>
Phase 300	Final Design and Bidding	<u>\$105,526.00</u>
Phase 400	Construction Services	<u>\$336,480.00</u>

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

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

Work 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 the purpose of correcting the Engineer's work 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 W.O. 12-01 Water Main Rehabilitation

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 W.O. 12-01 Water Main Rehabilitation

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.

Rate changes may be made to the fee schedule by the Engineer to reflect increased salaries and other business costs. Engineer shall submit a revised rate schedule at the time of the change if requested by the Owner. Rate schedule changes made by the Engineer during the term of this Contract shall not alter the maximum project professional fee set forth in the Contract. Changes that alter the maximum project professional fee are covered in Appendix B.

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

CHARGE OUT RATES EFFECTIVE JANUARY 1, 2011

STAFF PERSONNEL SERVICES

Expert Witness/Special Consultant	\$ 250.00 /hour
Principal	\$ 182.00 /hour
Senior Engineer	\$ 124.00 /hour
Project Engineer	\$ 90.00 /hour
Staff Engineer	\$ 80.00 /hour
Engineer Intern	\$ 69.00 /hour
Land Planner/Landscape Architect	\$ 110.00 /hour
Landscape Designer	\$ 80.00 /hour
Senior Professional Land Surveyor	\$ 108.00 /hour
Professional Land Surveyor	\$ 99.00 /hour
Staff Surveyor	\$ 79.00 /hour
Designer	\$ 75.00 /hour
CADD Technician	\$ 71.00 /hour
Senior Construction Engineering Technician	\$ 94.00 /hour
Construction Engineering Technician	\$ 69.00 /hour
Construction Inspector	\$ 68.00 /hour
Project Administrator	\$ 71.00 /hour
Administrative/Clerical	\$ 54.00 /hour

SURVEY CREW SERVICES

1-man Crew/2-man Crew \$ Per Job

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 W.O. 12-01 Water Main Rehabilitation

Based on a notice to proceed by Billings date no later than October 25, 2011, the completion date for the Engineer's work through final design shall be:

1. Project Initiation and Scoping: November 11, 2011
2. Preliminary Design Services (70% Design): January 27, 2012
3. Final Design Engineering Services: March 9, 2012
4. 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
W.O. 12-01 Water Main Rehabilitation**

(Attach Certificate(s) of Insurance)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hoiness LaBar Insurance A Member of Payne Financial Group P.O. Box 30638 Billings, MT 59107-0638	CONTACT NAME:	
	PHONE (A/C, No, Ext): -	FAX (A/C, No):
E-MAIL ADDRESS:		
PRODUCER CUSTOMER ID #:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Engineering, Inc. DBA Sanderson Stewart 1300 North Transtech Way Billings, MT 59102	INSURER A: Travelers Casualty & Surety Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional		105269194	04/17/2011	04/17/2012	\$3,000,000 Each Claim \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: W.O. 12-01 - Schedule 1, Water Main Rehabilitation
 All operations performed by the above insured.

CERTIFICATE HOLDER City of Billings P.O. Box 1178 Billings, MT 59103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE JOHN ROBERTS
--	--

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hoiness LaBar Insurance A Member of Payne Financial Group P.O. Box 30638 Billings, MT 59107-0638	CONTACT NAME: PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Montana State Fund</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Montana State Fund		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Montana State Fund														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Engineering, Inc. DBA Sanderson Stewart 1300 North Transtech Way Billings, MT 59102														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	031048770	07/01/2011	07/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: W.O. 12-01 - Schedule 1, Water Main Rehabilitation
(See Attached Descriptions)

CERTIFICATE HOLDER City of Billings P.O. Box 1178 Billings, MT 59103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE JOHN ROBERTS
--	---

DESCRIPTIONS (Continued from Page 1)

All operations performed by the above insured.

Regular City Council Meeting

Meeting Date: 10/24/2011

TITLE: Amendments to Scheduled Airline Operating Agreement and Terminal Building Leases

PRESENTED BY: Tom Binford

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

On June 30, 2006, the two-year Scheduled Airline Operating Agreement and Terminal Building Lease (the Agreement) with the signatory airlines expired. Due to bankruptcies, recessions, and other financial difficulties impacting the airline industry, the airlines would only consider short-term agreements, so staff subsequently negotiated Agreement Amendments extending the term for only a year or two. The last Agreement with Horizon Air, United Air Lines, Delta Air Lines, Great Lakes Aviation, and Allegiant Air expired on June 30, 2011. The airline industry continues to evolve in light of the economic downturn, high fuel prices, consolidations, and mergers. Given the uncertainty these circumstances present, staff approached the airlines with yet another short-term extension to the Agreement. Horizon Air (DBA Alaska Airlines), United Air Lines, Delta Air Lines, and Allegiant Air each signed Amendments extending their Agreements to June 30, 2012. Airlines not signing the Agreement are Frontier Airlines and Gulfstream International Airlines, which will operate under City Ordinance and pay higher landing fees. During the past year, Great Lakes Aviation lost its bid on the Essential Air Service contract and was replaced by Gulfstream International Airlines. Gulfstream began operations at the Airport in May 2011, and opted not to sign the Agreement and operate instead under City Ordinance, so no Agreement Amendment is necessary for this airline.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the Amendment to each of the Scheduled Airline Operating Agreements with Horizon Air (DBA Alaska Airlines), United Air Lines, Delta Air Lines, and Allegiant Air, extending the Agreement expiration date to June 30, 2012; or
- Not approve the Amendment to each of the Scheduled Airline Operating Agreements with Horizon Air (DBA Alaska Airlines), United Air Lines, Delta Air Lines, and Allegiant Air, extending the Agreement expiration date to June 30, 2012.

FINANCIAL IMPACT

This Amendment extends the Agreement term and helps to ensure the Airport's fiscal viability through June 30, 2012. The total budgeted airline revenue for the City is approximately \$2,948,000 for FY 12.

RECOMMENDATION

Staff recommends that Council approve the Amendment to the Scheduled Airline Operating Agreements with Horizon Air (DBA Alaska Airlines), United Air Lines, Delta Air Lines, and Allegiant Air, extending the Agreement expiration date to June 30, 2012.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 10/24/2011
TITLE: Run Turkey Run 5K
PRESENTED BY: David Mumford
Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

A race route has been requested for the following event:

Who: Yellowstone Rimrunners
Event: Run Turkey Run 5K & 1 mile
Date and Time: November 24, 2011, 8:00am-12:00pm
Where: Begins on 2nd Ave N. at 30th Street heading east on 2nd Ave to Broadway; to 3rd Ave N.; West on 3rd Ave N. to 34th St; to 2nd Ave and east on 2nd Ave and back to the start. The 5k will then retrace the same route to Broadway and 3rd Ave but follow 3rd to Division; crossing Division to Clark Ave; to 4th Street West; to Yellowstone; to Division; crossing Division to 2nd Ave N and back to the start/finish line.

Recommended conditions of approval include Yellowstone Rimrunners:

1. Provide a certificate of insurance with the required liability amount naming the City of Billings as additional insured
2. All course guards (flaggers) shall wear proper safety apparel, use approved STOP/SLOW paddles and one representative shall be a CERTIFIED TRAFFIC CONTROLLER for the event
3. Provide and install adequate signage and barricades to notify motorists of the event
4. Police assistance or security vehicle with overhead beacons at high traffic intersections
5. Clean the area to be used after the event

ALTERNATIVES ANALYZED

The Council may:

- Approve the request to use the above race route for the run/walk event; or
- Deny the request

FINANCIAL IMPACT

Administrative time to process the permit is offset by the application fee. Any police assistance, traffic control, and litter removal are to be paid for by Yellowstone Rimrunners.

RECOMMENDATION

Staff recommends that Council approve the use of the commercial and residential streets listed above for the Run Turkey Run event.

APPROVED BY CITY ADMINISTRATOR

Attachments

Run Turkey Run



**City of Billings
RIGHT-OF-WAY ACTIVITY
PERMIT**

Please check the type of activity you are applying for:

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

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

PERSON MAKING APPLICATION KELLY FULTON

ORGANIZATION MAKING APPLICATION YELLOWSTONE RIM RUNNERS

PHONE 672.9826

ADDRESS 616 CLARK AVE, BLS 59101

EMAIL ADDRESS Kelly.fulton@^{CITY}gmail.^{STATE}com ZIP

APPROXIMATE TIME EVENT WILL:

Assemble 8:00 AM Start 9:00 AM Disband 12:00 PM

DATE OF EVENT NOVEMBER 24, 2011

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

5K m & 1 mile road race with all benefits going to the food bank. local businesses have donated to make this event possible, including support from the DBA.

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

See course description.

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

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

All road closure signs will be removed from streets by noon. Post race festivities to be held on privately owned parking lot (Good Earth Market).

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

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

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

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

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

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

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

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

APPLICANT SIGNATURE Krus DATE 9.22.2011

APPLICATION APPROVED _____ DATE _____

APPLICATION DENIED _____ DATE _____

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

FOR CITY USE ONLY

FEE: _____
APPLICANT NOTIFIED BY: _____
DATE: _____

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

Run Turkey Run!
5 Kilometer and 1 Mile Road Races
November 24, 2011

Course Descriptions

The 5K begins on 2nd Ave. North at 30th Street. Runners head east on 2nd Ave. N to Broadway, north on Broadway to 3rd Ave. North, west on 3rd Ave. N. 34th Street, south on 34th to 2nd Ave and east on 2nd and back to the start. The runners then retrace the same route to Broadway and 3rd Ave., but follow 3rd to Division, across Division to Clark Ave., west on Clark to 4th Street West, south on 4th to Yellowstone Ave., east on Yellowstone to Division, across Division to 2nd Ave N and back to the finish line on 2nd Ave. midway between 30th and 31st.

The 1 Mile race course begins at 2nd Ave. N. at 31st and follows the same route as the first loop of the 5K

Race Times and Road Closure Schedule

The 5K begins at 9 AM and the 1 Mile at 10 AM.

2nd Ave North will be closed to traffic between 31st and 30th at 8 AM to allow for race setup.

The remainder of the race course will be closed to traffic at 9:00 AM.

The 5K course and the 1 Mile race course, except 2nd Ave. between 31st and 32nd will be opened to traffic at 11:00 AM.

2nd Ave. will be completely open by 12:00 noon.

Division will be closed using law enforcement or private security officers with vehicles stationed at 1st Ave N. and Division and at Lewis Ave. and Division.

Barricades and course guards will be placed at:

- 3rd and 27th , to block west bound traffic (except police)
- 1st and Broadway, 1st and 29th , and 1st and 31st to block the north bound streets
- 3rd and Broadway to block west and south bound traffic
- 3rd and 30th , 3rd and 32nd , and 3rd and 34th to block south bound traffic
- 4th and Broadway to block south bound traffic

- Clark at 1st, 2nd, 3rd and 4th Streets West to block south bound traffic
- Yellowstone at 1st, 2nd, 3rd and 4th Streets West to block south bound traffic

“Road Closed Ahead” signs will be placed at 4th Ave. and 30th, 4th Ave. and 32nd, 4th Ave. and 34th, 1st Ave and 33rd, Lewis Ave. and 1st, 2nd, 3rd and 4th Streets West, 5th Street West at Clark and Yellowstone, and Wyoming Ave. and 4th, 3rd, 2nd and 1st Streets West.

Race participants will be encouraged to park in the Park 1, Park 3 or Park 4 Garages, or on streets off of the race course.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/31/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER STAR Insurance - Fort Wayne Office 2130 East DuPont Road Fort Wayne IN 46825	CONTACT NAME: Judy Weaver PHONE (A/C No. Ext): (260)467-5697 FAX (A/C No): (260)467-5691 E-MAIL ADDRESS: judy.weaver@starfinancial.com PRODUCER CUSTOMER ID #: 00057125														
INSURED ROAD RUNNERS OF AMERICA/2011 AND ITS MEMBER CLUBS 7410 SKYLINE DRIVE FREDERICK MD 21702-3652	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: NATIONAL CASUALTY COMPANY</td> <td style="text-align: center;">11991</td> </tr> <tr> <td>INSURER B: NATIONWIDE LIFE INSURANCE CO.</td> <td style="text-align: center;">66896</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: NATIONAL CASUALTY COMPANY	11991	INSURER B: NATIONWIDE LIFE INSURANCE CO.	66896	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 2 MILLION A.I.** **REVISION NUMBER:**

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

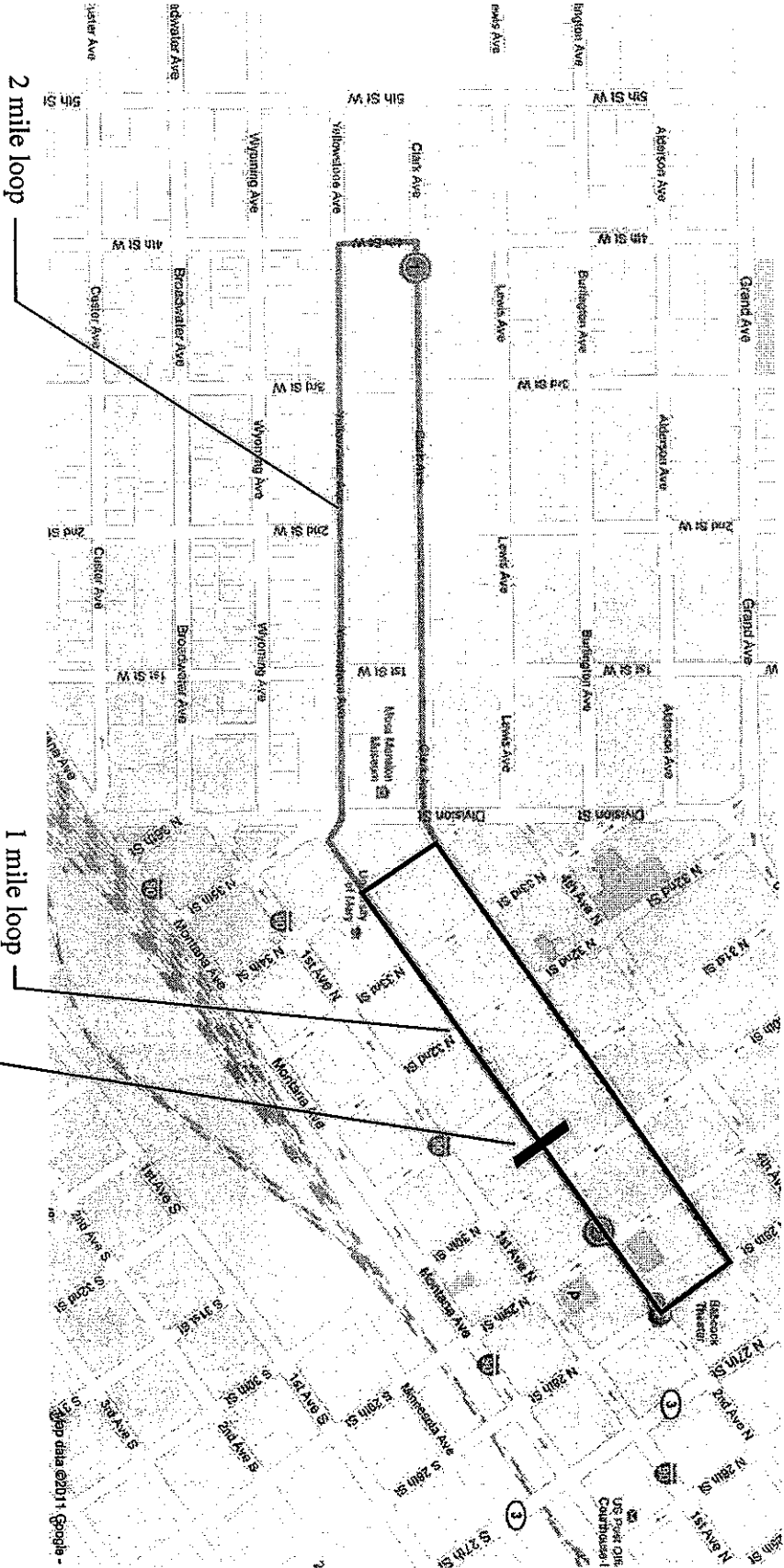
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			KR000000001300700	12/31/2010	12/31/2011	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> LEGAL LIAB. TO PARTIC.						PERSONAL & ADV INJURY \$ 2,000,000
	\$2,000,000						GENERAL AGGREGATE \$ NONE
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			ARM AGGREGATE \$5,000,000			ABUSE & MOLESTATION \$ 500,000
A	AUTOMOBILE LIABILITY			KR000000001300700	12/31/2010	12/31/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS				\$			
<input checked="" type="checkbox"/> NON-OWNED AUTOS				\$			
	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	EXCESS MEDICAL & ACCIDENT (\$250 DEDUCTIBLE/CLAIM)			SPX-0000039016-00	12/31/2010	12/31/2011	EXCESS MEDICAL \$10,000
							AD & SPECIFIC LOSS \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED.
DATE & EVENT: 11/24/11 Run Turkey Run! 1 Mile road Race & 5K **INSURED CLUB:** Yellowstone Rim Runners, attn: Brad Coutant; P.O. Box 2424, Billings, MT 59101

CERTIFICATE HOLDER 11/24/11 City of Billings Attn: Susan Wellbrook 2224 Montana Avenue Billings, MT 59101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John Lefever/JWE
--	--

Run Turkey Run!

5 km race course and 1 mile race course.
Billings, Montana



Start and finish
for both 5 km and 1 mile races.

The proposed event will consist of two races: a 5 km and a 1 mile run.

The 1 mile loop will start and finish in front of the Good Earth Market and is outlined by the darker loop.

The 5 km race will first send runners through the 1 mile loop (with the same starting line) and will then complete a second 2-mile loop as outlined in dark grey.

Regular City Council Meeting

Meeting Date: 10/24/2011

TITLE: Donate MLCT Fun Run Net Proceeds to Swords Park Trail Improvements

PRESENTED BY: Bruce McCandless, Asst. City Administrator

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Billings hosted the Montana League of Cities and Towns (MLCT) annual conference October 5-7, 2011. The second annual fun run/walk was held on Wednesday, October 5, at the Swords Park Trail. The policy established at the first annual run was to allow the host community to donate the event's net proceeds to a charitable organization or project in that city. Mayor Hanel sponsored a Council initiative to allow the City Council to donate the 2011 run/walk proceeds to the Swords Park Trail improvement project. The Council is being asked to approve the donation to BikeNet, which is the organization that is accumulating funds for trail improvements such as wayfinding and interpretive signage, trailhead improvements and other improvements for four (4) specific locations on the trail.

ALTERNATIVES ANALYZED

The City Council may approve the donation or may designate another charitable organization or project to receive the net proceeds from the 2011 MLCT fun run/walk.

FINANCIAL IMPACT

Approximately 32 runners/walkers participated in the 2011 run/walk in Billings. Livingston City Manager Ed Meece collected the runner/walker entrance fees and donations from at least two (2) corporate sponsors. He will provide a full accounting of revenues and expenses and send the net proceeds to the City of Billings. The estimated net proceeds and donation to BikeNet will equal \$400 - \$600.

RECOMMENDATION

Staff recommends that the City Council donate the 2011 MLCT fun run/walk proceeds to BikeNet for the Swords Park Trail improvement project.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 10/24/2011

TITLE: Second Reading of Ordinance to Add Recently Annexed Property to Ward II

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

City election ward boundaries must be adjusted to conform to city limit amendments resulting from annexing property into the City. The City Council approved the annexation of Tract 2-D of Certificate of Survey Number 2776, which is located north of the All American Pharmaceuticals business on Highway 87 in the Billings Heights (Annexation #11-03) on September 26, 2011. This annexation requires a change in the boundaries of Ward II to include the subject property. Two readings are required for this action. The Council approved this ordinance on first reading on October 11, 2011, and the second reading is scheduled for this meeting.

ALTERNATIVES ANALYZED

The subject property has already been annexed into the City. The process to complete the annexation of the property is for the City Council to include the subject property in the corresponding City Ward. Ward II is the appropriate Ward for this property. The City Council conducted the public hearing at its October 11 meeting and approved the ordinance on first reading. The Council should approve the ordinance on second reading that adjusts the Ward II boundary.

FINANCIAL IMPACT

There should be no direct financial impact to the City by adding the subject property to Ward II.

RECOMMENDATION

Staff recommends that Council approve this ordinance on second reading, adding recently annexed property to Ward II.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ward II Ordinance

ORDINANCE NO. 11-_____

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD II PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

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

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward II the following described real property:

Tract of land situated in the SE1/4 of Section 10, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as:

Tract 2-D of Certificate of Survey Number 2776, Recorded September 28, 2009, under Document No. 3525526, Records of Yellowstone County; including all adjacent right-of-way of U.S. Highway No. 87.

Containing 20.158 gross acres and 14.875 net acres, more or less.
(# 11-03) See Exhibit "A" Attached

2. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.
3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

PASSED by the City Council on the first reading this 11th day of October, 2011.

PASSED by the City Council on the second reading this 24^h day of October, 2011.

THE CITY OF BILLINGS:

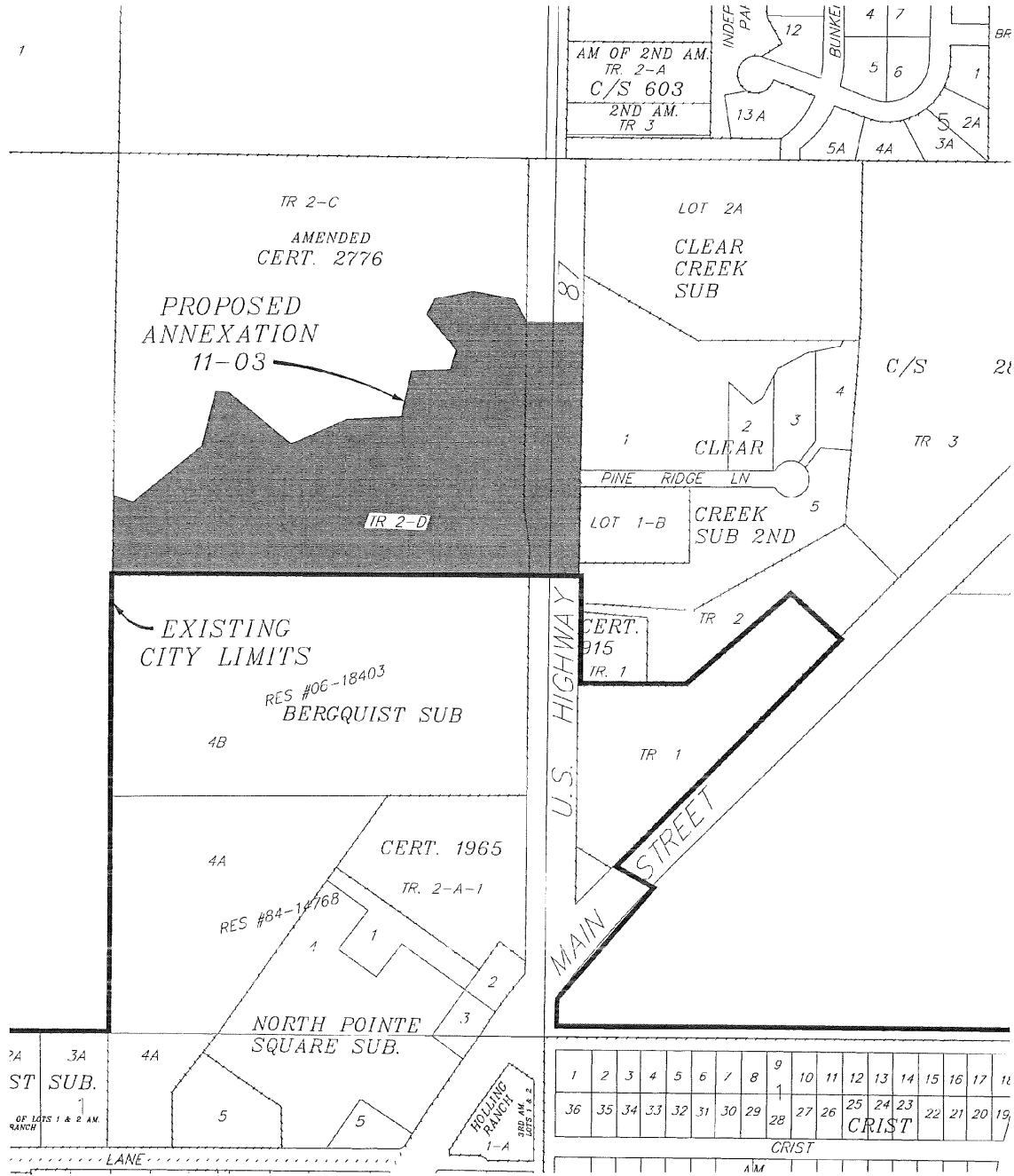
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

(AN 11-03)

EXHIBIT A



Regular City Council Meeting

Meeting Date: 10/24/2011

TITLE: Second Reading of an Ordinance for Amendments to the City Subdivision Regulations

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The 2011 and 2009 State Legislatures passed a number of laws that have an impact on the Montana Subdivision and Platting Act (76-3,101 et seq., MCA). As a result, the City's subdivision regulations, Article 23, BMCC, need to be amended to be consistent with State law.

Planning staff drafted the proposed amendments based on recommendations from the legal staff at Montana Association of County Officials (MACO) and has solicited input from other City staff, the development community, the Planning Board, and other interested parties.

The City-County Planning Board held a public hearing and reviewed the proposed amendments to the City Subdivision Regulations on September 27, 2011. The City Council held a public hearing and voted to approve the ordinance amending the City Subdivision Regulations on first reading on October 11, 2011. The second reading for the ordinance is scheduled for this meeting.

ALTERNATIVES ANALYZED

The City Council may:

- Adopt the ordinance amending the City Subdivision Regulations on second reading; or
- Not adopt the ordinance amending the City Subdivision Regulations. Not adopting the proposed amendments would leave the City Subdivision Regulations inconsistent with state statute.

FINANCIAL IMPACT

There are no foreseen financial impacts to the City for adopting the proposed amendments to the City Subdivision Regulations.

RECOMMENDATION

The Planning Board recommends that the City Council approve this ordinance on second reading amending the City Subdivision Regulations.

APPROVED BY CITY ADMINISTRATOR

Attachments

Summary of Legislative Bills necessitating the proposed amendments
Ordinance

Recent Legislative Bills Affecting the Montana Subdivision and Platting Act

2011 Legislative Bills

House Bill 460: Updates definitions of townhouse/townhome and provides that townhouses may be exempt from subdivision review under certain provisions of the Unit Ownership Act.

Senate Bill 298: Provides that governing bodies cannot deny a subdivision based solely on the fact that parcels in the subdivision are within the Wildland Urban Interface.

House Bill 522: Allows the 3-year preliminary plat approval period to be extended to a time period mutually agreed upon by the governing body and subdivider.

House Bill 403: Allows for permanently protecting open space parcels in clustered or conservation subdivisions by creation of any irrevocable covenant prohibiting further development, not just conservation easements.

2009 Legislative Bills

Senate Bill 305: Adds provisions of an 80 working-day review period for subdivisions with more than 50 lots.

House Bill 486: Provided for numerous minor procedural amendments.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BILLINGS PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY REVISING SECTIONS 23-201, 23-302, 23-303, 23-305, 23-413, 23-704, 23-708, 23-801, 23-802, 23-803, 23-902, 23-1101, and 23-1105; PROVIDING UPDATES TO THE SUBDIVISION REGULATIONS.

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

Section 1. That Section 23-201 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Section 23-201. Definitions.

CONDOMINIUM: ~~A form of individual ownership with unrestricted right of disposal of one or more units in a multiple unit project with the land and all other parts of the project held in common ownership or use by owners of the units (The ownership of single units with common elements located on property submitted to the provisions of 70-23-101, et seq., MCA). The term does not include a townhome or townhouse.~~

SUBDIVISION, FIRST MINOR: A subdivision of a parcel that has never been subdivided or created by a subdivision, or has not resulted from a tract of record that has had more than five parcels created from that tract of record under 76-3-201 or 76-3-207, MCA since July 1, 1973 (76-3-609(2), MCA). Furthermore the first minor subdivision contains five or fewer lots, and legal and physical access to all lots is provided ~~and no land is required to be dedicated to public use for parks or playgrounds.~~

TOWNHOME/TOWNHOUSE: ~~A building or structure that has two (2) or more one (1) family dwelling units erected as a single building, each being separated from the adjoining unit or units by an approved fire wall or walls along individual property lines and providing for fee simple ownership of land and dwelling unit. Property that is owned subject to an arrangement under which persons own their own units and hold separate title to the land beneath their units, but under which they may jointly own the common areas and facilities (70-23-102(14), MCA).~~

TRACT OF RECORD: An individual parcel of land, irrespective of ownership, that can be identified by legal description, independent of any other parcel of land, using documents on file in the records of the County Clerk and Recorder's office (76-3-103(4716)(a), MCA).

TRANSPORTATION PLAN: Billings Urban Area ~~2005~~ Transportation Plan 2009 Update, or any newer transportation planning document adopted by the Billings City Council and Board of County Commissioners for the Billings urban area.

WILDLAND-URBAN INTERFACE: Areas where wildland vegetation meets urban developments, or where forest fuels meet urban fuels (such as homes). These areas encompass not only the interface (areas immediately adjacent to urban development) but also the continuous slopes and fuels that lead directly to a risk to urban developments, and are generally mapped in the Yellowstone County WUI Community Wildfire Protection Plan.

Section 2. That Section 23-302 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Section 23-302. Major Subdivisions.

D. Major Preliminary Plat Application Submittal.

- 3. Review period.** Upon receipt of a complete and sufficient application, the governing body has sixty (60) working days to approve, conditionally approve, or deny the preliminary plat application. For subdivisions containing fifty (50) or more lots the review period is eighty (80) working days. The review period may be extended upon written consent from the subdivider.

G. Staff and Agency Review.

- 2. Submittal distribution.** Planning staff shall distribute the application to all affected City Departments, local, state, and federal agencies, school districts and public utilities for review, and include a copy of the review procedure schedule. These affected entities shall determine what effect the proposed subdivision may have on their ability to provide services and submit recommendations for mitigation of those impacts. The affected entities shall respond to the Planning staff within approximately ten (10) working days. A public utility or agency review may not delay the governing body's action on the plan beyond the sixty (60) or eighty (80) working day review period. Failure of any agency to complete a review of a plat will not be the basis for denial of the plat by the governing body (76-3-504(1)(i), MCA).

H. Planning Board Plat Review. The Planning Board, as the authorized agent of the governing body shall conduct a plat review of the major preliminary plat application at a regularly scheduled meeting prior to the scheduled public hearing. The purpose of the plat review meeting is to consider the following relevant review criteria:

1. The environmental assessment and all criteria discussed therein, unless the plat is exempted from the requirement of submitting an environmental assessment pursuant to ~~76-3-210(1)616~~, MCA; and
2. The effect on agriculture, agricultural water user facilities, local services, the natural environment, wildlife, ~~and~~ wildlife habitat, and public health and safety (76-3-608(3)(a), MCA); and

J. Subsequent Hearing. Before acting on the subdivision application, the governing body shall determine whether public comments or documents presented at the Planning Board public hearing constitute:

1. Information that the public has not had a reasonable opportunity to examine and comment, or
2. New information never submitted or considered by the Planning Board or staff.

If the governing body determines that public comments or documents meets at least one (1) of the criteria listed above, it may act on the subdivision application in accordance with this Article or schedule a subsequent public hearing for consideration of the new information only. The subsequent public hearing shall be held by the Planning Board at the Planning Board's next scheduled meeting for which proper notice for the public hearing on the subdivision application can be provided.

If a subsequent hearing is held, the sixty (60) or eighty (80) working day review period is suspended and the new hearing must be noticed and held within forty-five (45) days of the governing body's determination to hold a subsequent public hearing. The sixty (60) or eighty (80) working day review period will resume from the date of the subsequent public hearing. The governing body may not consider any information that is presented after the subsequent hearing (76-3-615, MCA).

L. Governing Body Action. The governing body's decision to approve, conditionally approve, or deny a subdivision is based on the preliminary plat, applicable environmental assessment, public hearing, Planning Board recommendations, or additional information that demonstrates the development of the subdivision meets the requirements of the Montana Subdivision and Platting Act and these Regulations. A governing body may not deny approval of a subdivision based solely on the subdivision's impacts on educational services, or based solely on parcels within the subdivision having been designated as wildland-urban interface parcels under 76-13-145, MCA (76-3-608(1), MCA), or solely on compliance with a Growth Policy (76-1-605(2)(b), MCA).

The governing body shall issue written findings of fact that weigh the criteria as listed in Section 23-302.H. of this Article. The governing body shall determine if there are any significant adverse impacts the subdivision may have based on its review of this information and formulate conditions to reasonably minimize those impacts (76-3-608(4), MCA).

In reviewing a subdivision and when requiring mitigation, the governing body may not unreasonably restrict a landowner's ability to develop land, but it is recognized that in some instances the unmitigated impacts of a proposed development may be unacceptable and will preclude approval of the plat (76-3-608(5)(a), MCA).

The governing body shall approve, conditionally approve or deny the preliminary plat within sixty (60) or eighty (80) working days of the submittal deadline and when the application was considered complete and sufficient. The governing body shall send the subdivider a

letter within thirty (30) working days of its decision stating the reasons for the denial or enumerating the conditions which must be met to assure approval of the final plat along with written findings of fact (76-3-608(4), MCA).

M. Preliminary Plat Approval Period. The approval or conditional approval shall be valid for not more than three (3) calendar years. At the end of this period the governing body may, at the request of the subdivider, extend its approval for ~~a period of one (1) year.~~ ~~The governing body may extend the approval for more than one (1) year if that approval period is included as a specific condition of a written subdivision improvements agreement between the governing body and the subdivider, according to Article 23-500 of these Regulations (76-3-610(1), MCA).~~ a mutually agreed-upon period of time. Any mutually agreed-upon extension must be in writing and dated and signed by the governing body and the subdivider or subdivider's agent. The governing body may issue more than one extension.

When considering a request for an extension of the preliminary plat approval period, the governing body may use the following criteria to evaluate the request:

1. Changes to the subdivision regulations since the original approval and whether the subdivision as originally approved is essentially compliant with the new regulations;
2. Progress to date in completing the subdivision as a whole and any phases;
3. Phasing of the subdivision and the ability for the existing development to operate without the delayed development;
4. Dependence of infrastructure development on the subdivision;
5. Duration of the requested extension;
6. Demonstrated ability of the subdivider to complete the subdivision;
7. Such other factors or criteria as deemed material in the discretion of the governing body.

After the preliminary plat is approved, the governing body may not impose any additional conditions as a prerequisite to final plat approval, providing the approval is obtained within the original or extended approval period described above (76-3-610(2), MCA).

Section 3. That Section 23-303 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Section 23-303. First Minor Subdivisions from a Tract of Record.

H. Governing Body Action. At a regularly scheduled meeting the governing body shall consider the following information in deciding whether to approve, conditionally approve, or deny a preliminary plat:

1. Unless the subdivision is proposed in an area that is zoned, the effect on agriculture, agricultural water user facilities, local services, the natural environment, wildlife, ~~and~~ wildlife habitat, and public health and safety (76-3-608(3)(a), MCA); and
2. Compliance with:
 - a. The Montana Subdivisions and Platting Act (76-3-101 et seq., MCA) (76-3-608(3)(b), MCA); and
 - b. The provision of easements for the location and installation of any planned utilities (76-3-608(3)(c), MCA); and
 - c. The provision of legal and physical access to each parcel within the subdivision (76-3-608(3)(d), MCA); and
 - d. The required notation of that access on the applicable plat and any instrument of transfer concerning the parcel (76-3-608(3)(d), MCA); and
 - e. Local zoning requirements; and
3. Consistency with the adopted Growth Policy, Transportation Plan, and the Heritage Trail Plan (76-1-606, MCA); and
4. A summary of probable impacts prepared in accordance with Section 23-904 of these Regulations.
5. The governing body shall give due weight and consideration to the subdivider's expressed preferences (76-3-608(5)(b), MCA). The governing body may not deny approval of a subdivision based solely on the subdivision's impacts on educational services, or based solely on parcels within the subdivision having been designated as wildland-urban interface parcels under 76-13-145, MCA (76-3-608(1), MCA), or solely on compliance with the Growth Policy (76-3-605(2)(b), MCA).
6. The governing body shall issue written findings of fact that weigh the criteria listed in this section. The governing body shall determine if there are any significant adverse impacts the subdivision may have based on its review of this information and formulate conditions to reasonably minimize those impacts (76-3-608(4), MCA).
7. In reviewing a subdivision and when requiring mitigation, the governing body may not unreasonably restrict a landowner's ability to develop land, but it is recognized that in some instances the unmitigated impacts of a proposed development may be unacceptable and will preclude approval of the plat (76-3-608(5)(a), MCA).
8. The governing body shall approve, conditionally approve or deny the preliminary plat within thirty-five (35) working days of the submittal deadline and when the application was considered complete and sufficient. The governing body shall send to the subdivider a letter within thirty (30) working days of its decision stating the reasons for the denial or

enumerating the conditions which must be met to assure approval of the final plat, along with written findings of fact (76-3-608(4), MCA).

I. Preliminary Plat Approval Period. The approval or conditional approval shall be valid for not more than three (3) calendar years. ~~At the end of this period the governing body may, at the request of the subdivider, extend its approval for a period of one year. The governing body may extend the approval for more than one (1) year if that approval period is included as a specific condition of a written subdivision improvements agreement between the governing body and the subdivider, according to Article 23-500 of these Regulations (76-3-610(1), MCA).~~ mutually agreed-upon period of time. Any mutually agreed-upon extension must be in writing and dated and signed by the governing body and the subdivider or subdivider's agent. The governing body may issue more than one extension.

When considering a request for an extension of the preliminary plat approval period, the governing body may use the following criteria to evaluate the request:

1. Changes to the subdivision regulations since the original approval and whether the subdivision as originally approved is essentially compliant with the new regulations;
2. Progress to date in completing the subdivision as a whole and any phases;
3. Phasing of the subdivision and the ability for the existing development to operate without the delayed development;
4. Dependence of infrastructure development on the subdivision;
5. Duration of the requested extension;
6. Demonstrated ability of the subdivider to complete the subdivision.
7. Such other factors or criteria as deemed material in the discretion of the governing body.

After the preliminary plat is approved, the governing body may not impose any additional conditions as a prerequisite to final plat approval, providing the approval is obtained within the original or extended approval period described above (76-3-610(2), MCA).

Section 4. That Section 23-305 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Section 23-305. Subdivisions Qualifying for Expedited Review.

F. Governing Body Action. At a regularly scheduled meeting, the governing body shall consider the following information in deciding whether to approve or deny a final plat:

1. The effect on agriculture, agricultural water user facilities, local services, the natural environment, wildlife, ~~and~~ wildlife habitat, and public health and safety (76-3-608(3)(a), MCA); and
2. Compliance with:
 - a. The Montana Subdivisions and Platting Act (76-3-101 et seq., MCA) (76-3-608(3)(b), MCA); and
 - b. The provision of easements for the location and installation of any planned utilities (76-3-608(3)(c), MCA); and
 - c. The provision of legal and physical access to each parcel within the subdivision (76-3-608(3)(d), MCA); and
 - d. The required notation of that access on the applicable plat and any instrument of transfer concerning the parcel (76-3-608(3)(d), MCA); and
 - e. Local zoning requirements; and
3. Consistency with the adopted Growth Policy, Transportation Plan, and the Heritage Trail Plan (76-1-606, MCA).
4. The governing body shall give due weight and consideration to the subdivider's expressed preferences (76-3-608(5)(b), MCA). The governing body may not deny approval of a subdivision based solely on the subdivision's impacts on educational services, or based solely on parcels within the subdivision having been designated as wildland-urban interface parcels under 76-13-145, MCA (76-3-608(1), MCA), or solely on compliance with the Growth Policy (76-3-605(2)(b), MCA).
5. In the event the governing body denies the final plat, it shall send a letter to the subdivider stating the reasons for the denial along with written findings of fact (76-3-608(4), MCA).

Section 5. That Section 23-413 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Section 23-413. Fire Protection Requirements.

To ensure a reasonable level of fire protection and life-safety for the public and firefighters, fire apparatus access roads and an approved water supply capable of providing the required water flow for fire protection shall be provided in accordance with this section and the adopted fire code to all premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into the jurisdiction.

Section 6. That Section 23-704 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Section 23-704. Design Standards and Applications for Cluster Developments.

D. Instrument of Permanent Protection Required. An instrument of permanent protection as detailed in ~~Title 76, Chapter 6, MCA, the Open Space Land and Voluntary Conservation Easement Act,~~ irrevocable covenant prohibiting further subdivision, division, or development of the open space lots or parcels as provided in 70-17-201, et seq., MCA, shall be placed on the open space concurrent with the application for final plat approval.

Section 7. That Section 23-708 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Section 23-708. Legal Instrument for Permanent Protection of Open Space.

A. Legal Instrument. Privately owned open space shall be protected in perpetuity by an irrevocable covenant prohibiting further subdivision, division, or development of the open space lots or parcels as provided in 70-17-201, et seq., MCA, ~~binding legal instrument~~ that is recorded with the deed. The instrument for permanent protection shall include clear restrictions on the use of the open space. These restrictions shall include all restrictions contained in this Chapter, as well as any further restrictions the applicant chooses to place on the use of the open space.

Section 8. That Section 23-801 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Section 23-801. Condominium and Townhome or Townhouse Development.

A. Exemptions. All condominium, townhome, or townhouse developments are subdivisions subject to the terms of these Regulations and the Montana Subdivision and Platting Act (MSPA), except those exempted by 76-3-203, MCA, as described below.

1. The approval of the original subdivision of land expressly contemplated the construction of the condominiums, townhomes, or townhouses, and any applicable park dedication requirements in 76-3-621, MCA are complied with; or
2. The condominium, townhome, or townhouse proposal is in conformance with applicable local zoning regulations ~~where~~ when local zoning regulations are in effect.

B. Procedures. All condominium, townhome, or townhouse developments which are not exempt from subdivision review, are subject to the applicable procedures contained in Article 23-300, Subdivision Review Procedures or Article 23-600, Subdivisions for Rent or Lease. The applicable subdivision procedure will be based on:

1. Whether a division of land is to be created.

2. The number of proposed units.
3. Whether the land is a first or subsequent minor subdivision.

Section 9. That Section 23-802 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Section 23-802. ~~Townhome Development. Condominium and Townhome Standards~~

~~All townhome developments are subject to the applicable procedures contained in Article 23-300. The applicable subdivision procedure will be based on:~~

- ~~A. The number of proposed units; and~~
 - ~~B. Whether the land is a first or subsequent minor subdivision.~~
- A. Condominium and townhome developments shall comply with those standards contained in Article 23-400, Development Requirements and Article 23-1000, Parks, Trails and Open Space.
 - B. All buildings and structures in a condominium or townhome development shall meet the minimum setback requirements of Article 27-308, BMCC from all perimeter boundary lines. In the case where a boundary line is adjacent to an arterial street, all homes and accessory structures must meet setbacks as required in Article 27-602, BMCC.
 - C. Condominium, townhome, and townhouse developments shall comply with all applicable provisions of the Unit Ownership Act – Condominiums, Title 70, Chapter 23, MCA, as amended.

Section 10. That Section 23-803 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Section 23-803. ~~Condominium and Townhome Standards.~~

- ~~A. Condominium and townhome developments shall comply with those standards contained in Article 23-400, Development Requirements and Article 23-1000, Parks, Trails and Open Space.~~
- ~~B. All buildings and structures in a condominium or townhome development shall meet the minimum setback requirements of Article 27-308, BMCC from all perimeter boundary lines. In the case where a boundary line is adjacent to an arterial street, all homes and accessory structures must meet setbacks as required in Article 27-602, BMCC.~~
- ~~C. Condominium developments shall comply with all applicable provisions of the Unit Ownership Act – Condominiums, Title 70, Chapter 23, MCA, as amended.~~

Section 11. That Section 23-902 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Section 23-902. General Requirements.

C. Exemptions. The following subdivisions shall not be required to submit an environmental assessment:

1. A first minor subdivision from a tract of record (76-3-609(3), MCA).
2. A subdivision qualifying for expedited review as described in Section 23-305 of these Regulations.
3. Other subdivisions that satisfy all of the following criteria (76-3-~~608(7)~~616(2), MCA):
 - a. The proposed subdivision is completely within an area adopted by the Growth Policy pursuant to 76-1-601, et seq., MCA;
 - b. The proposed subdivision is located within zoning pursuant to ~~76-2-201 through 76-2-328, MCA~~203 or 76-2-304, MCA, that avoids significantly reduces, or mitigates adverse impacts identified in a growth policy that includes the provisions of 76-1-601(4)(c); and-
 - c. The proposed subdivision is located within an area where a long-range public works development program (i.e. Capital Improvements Plan) has been adopted pursuant to 76-1-601(4), MCA.

Section 12. That Section 23-1101 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Section 23-1101. Variances.

A. Requesting a Variance. The subdivider shall include with the submission of the variance request, a written statement describing the facts of hardship upon which the request for the variance is based. Each requested variance shall be deemed a separate application, for which a fee of ~~\$325~~ shall be required.

Section 13. That Section 23-1105 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Section 23-1105. Appeals.

B. A party who is aggrieved by a decision of the City Council to approve, conditionally approve, or disapprove a proposed preliminary plat or final subdivision plat may, within thirty (30) days after the date of the written decision, appeal to the district court. The petition must specify the grounds upon which the appeal is made.

Section 14. EFFECTIVE DATE. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 15. REPEALER. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 16. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 11th day of October, 2011.

PASSED, ADOPTED and APPROVED on second reading this 24th day of October, 2011.

CITY OF BILLINGS

By _____
Mayor

ATTEST:

By _____
City Clerk

Regular City Council Meeting

Meeting Date: 10/24/2011

TITLE: Preliminary Subsequent Minor Plat, Amended Lot 2, Block 1, Midland Subdivision, 1st Filing

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

On September 15, 2011, the Planning Division received an application for preliminary plat approval for Amended Lot 2, Block 1, Midland Subdivision, 1st Filing. The plat contains two lots on approximately 19.5 acres of land for commercial development. The proposed subdivision is located on the north side of King Avenue West, just west of 24th Street West. The subject property is the site of the westend Wal-mart, and the purpose of this plat is to create a new out-lot to the south of Wal-mart. The owner is Wal-Mart Real Estate Business Trust, the subdivider is Premier Food Service, Inc., and the representing agent is Sanderson Stewart.

ALTERNATIVES ANALYZED

In accordance with state law, the City Council has 35 working days to act upon this subsequent minor preliminary plat; the 35 working day review period for the proposed plat ends on November 3, 2011. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 35 day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

FINANCIAL IMPACT

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

BACKGROUND

General location: On the north side of King Avenue West, west of 24th St. West.

Legal Description: Lot 2, Block 1, Midland Subdivision, 1st Filing

Owner/Subdivider: Wal-Mart Real Estate Business Trust
/Premier Food Service, Inc.

Engineer and Surveyor: Sanderson Stewart

Existing Zoning: Controlled Industrial (CI)

Existing land use: Wal-mart shopping center

Proposed land use: Existing, plus restaurant

Gross/net area: 19.477 acres

Proposed number of lots: 2

Lot size: Max: 17.94 acres
Min.: 1.53 acres

Parkland requirements: A parkland dedication is not required, as this is a commercial subdivision

STAKEHOLDERS

A public hearing is not scheduled for the City Council meeting; however nearby property owners may attend the City Council meeting. The Planning Division has received no public comments or questions regarding the proposed subdivision.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Consistency with the Growth Policy, the Transportation Plan 2009 Update, and Heritage Trail Plan are discussed within the Findings of Fact.

RECOMMENDATION

Staff recommends conditional approval of the preliminary subsequent minor plat of Amended Lot 2, Block 1, Midland Subdivision, 1st Filing and adoption of the Findings of Fact as presented in the staff report to the City Council.

Recommended Conditions of Approval

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

1. To ensure the provision of easements and minimize effects on public health and safety, the subdivider shall work with the City Engineering Division and the private utility companies to determine suitable locations for utility easements, if necessary. These easements shall be shown on the final plat.
2. To mitigate impacts on local services, the SIA shall be amended to indicate the following:
Section III.B. Sidewalks: Add a note that internal sidewalks will be required to comply with 50-60-213, MCA.
Section III.E. Access: Add notes indicating the following:
 - a. No new or additional accesses to King Avenue West or 24th Street West will be allowed.
 - b. No access will be allowed from the lot into the private roadway along the east side of Lot 2B.
 - c. As was indicated in the SIA of the original Midland Subdivision, 1st Filing, and the SIA filed for Amended Lots 4 & 5, Block 1, Midland Subdivision, 1st Filing, the median opening on King Avenue West serving the access between Lot 4B and newly created Lot 2B may be modified in the future to meet changing traffic conditions. Said modification may include, but is not limited to, closure of the median opening or modifying the median to restrict certain turning movements.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Engineering Departments to clarify the documents and bring them into the standard acceptable format.

4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of City of Billings, and the laws and Administrative Rules of the State of Montana.

APPROVED BY CITY ADMINISTRATOR

Attachments

Preliminary Plat

Findings of Fact

Mayor's Letter

AMENDED PRELIMINARY PLAT OF LOT 2, BLOCK 1

MIDLAND SUBDIVISION FIRST FILING

SITUATED IN THE SOUTH 1/2 OF SECTION 12, T. 1 S., R. 25 E., P.M.M.
YELLOWSTONE COUNTY, MONTANA

SEPTEMBER, 2011
BILLINGS, MONTANA

PREPARED FOR : PREMIER FOOD SERVICE, INCORPORATED

PREPARED BY : SANDERSON STEWART



PLAT DATA

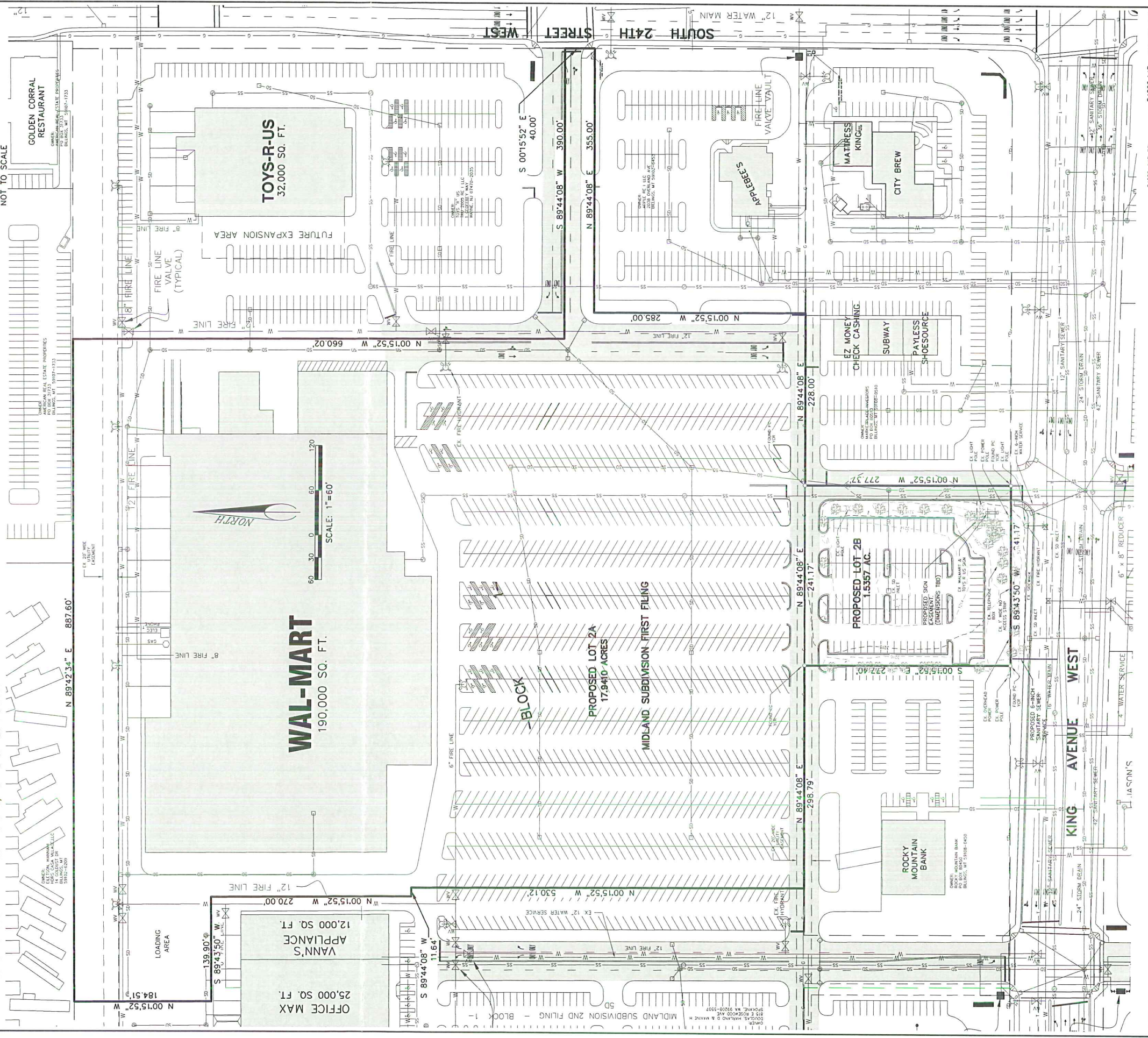
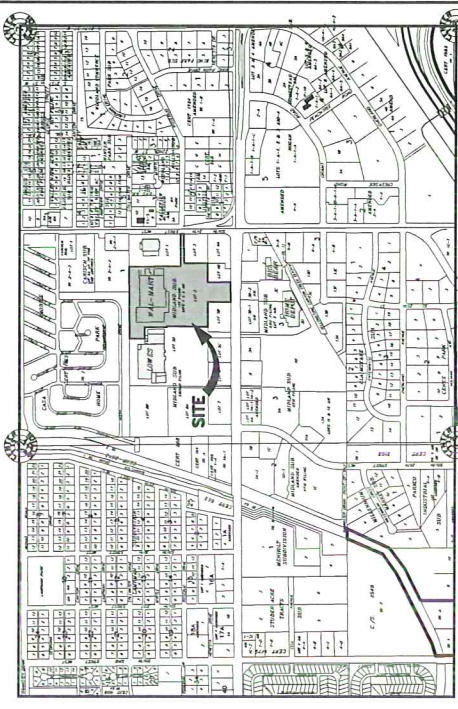
GROSS AREA = 19.4770 ACRES
NET AREA = 19.4770 ACRES
NUMBER OF LOTS = 2
MINIMUM LOT SIZE = 1.5357 ACRES
MAXIMUM LOT SIZE = 17.9410 ACRES
LINEAL FEET OF STREETS = NA
PARKLAND REQUIREMENT = NA
PARKLAND DEDICATION = NA
EXISTING ZONING = NA
SURROUNDING ZONING:

= CONTROLLED INDUSTRIAL
= RESIDENTIAL 6000 COMMUNITY COMMERCIAL
= CONTROLLED INDUSTRIAL
= CONTROLLED INDUSTRIAL
= CONTROLLED INDUSTRIAL
= COMMERCIAL/RETAIL & RESTAURANT

EXISTING LAND USE
PROPOSED LAND USE

BASIS OF BEARING: MIDLAND SUBDIVISION SECOND FILING

- FOUND SURVEY MONUMENT, AS NOTED
- SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"
- SET INTERSECTION MONUMENT, 5/8" x 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART". WILL BE REPLACED WITH BRASS CAP MONUMENT BOX UPON COMPLETION OF STREET IMPROVEMENTS.



Midland Subdivision, 1st Filing, Amended Lot 2, Block 1
Findings of Fact

Staff is forwarding the recommended Findings of Fact for Amended Lot 2, Block 1, Midland Subdivision, 1st Filing for review and approval by the City Council. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-304(c), BMCC).

A. What are the effects on agriculture, local services, the natural environment, wildlife and wildlife habitat and public health, safety and welfare? [MCA 76-3-608 (3)(a) and (23-302(H)(2), BMCC)]

1. Effect on agriculture and agricultural water user facilities

The subject property was historically used for irrigated agriculture land however it has been developed as a retail shopping center for many years. The subject property does not have any irrigation facilities within its boundaries, and therefore there are no anticipated effects on irrigation facilities or agriculture in the area.

2. Effect on local services

- a. **Utilities** – Lot 2A is already developed and has existing water services to it. Individual water services for the proposed Lot 2B shall come from the existing service stubbed off the public main located within King Avenue West. Lot owners will be responsible for extension of the water service and any required fire hydrants at the time of lot development.

Lot 2A also already has sanitary sewer services to it. Sewer services for proposed Lot 2B would be provided by tapping into an existing public sanitary sewer main within King Avenue West. This would be done by the lot owner upon lot development.

Private utilities such as electric and gas are already provided to Lot 2A, and would be available to Lot 2B upon development. Although utility easements exist as previously platted it is recommended that the utility companies be given the opportunity to review and approve the final easement placement (**Condition #1**).

- b. **Storm water** – Storm water management improvements will be evaluated at the time of lot development. All drainage improvements shall comply with the provisions of the 2011 City of Billings Storm Water Management Manual. A Storm Water Pollution Prevention Plan (SWPPP) will also be required at the time of lot development to mitigate any construction related storm water pollution.
- c. **Solid waste** - The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.
- d. **Streets** –King Avenue West fronts the subject property's south side and a small extension of Lot 2A fronts South 24th Street West. From these accesses a network of

private interior roads is found within the subject property and reciprocal access easements are in place to ensure uninhibited use of them by all lots. No improvements are needed for King Avenue West or 24th Street West as a result of this subdivision. However, City Engineering has requested that a couple clarifications be made in the Subdivision Improvements Agreement in regard to access and sidewalk development (**Condition #2**). Internal road development and any needed updates to the existing Traffic Impact Study will be reviewed and approved at the time of lot development.

- e. **Emergency services** - The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest emergency services station is located near South 24th St. and Monad Rd. (Station #5). The subdivision is located within the ambulance service area of American Medical Response. The Fire Department will review hydrant needs for new development at the time of building permit review.
- f. **Schools** –Schools will be minimally affected by this subdivision as it is a commercial subdivision.
- g. **Parks and Recreation** - A parkland dedication is not required, as this is a commercial subdivision.
- h. **Mail Delivery** - The United States Postal Service indicated that a centralized delivery site will be required. The location of any new mailbox units shall be reviewed and approved by the post office.

3. Effect on the natural environment

The proposed subdivision should have only minor effects on the natural environment, as there may be short term air and noise pollution associated with construction on the property. The subdivision is located near the corner of two arterial streets in a developed area of the City. The subject property is outside of the flood plain. A SWPPP will be implemented with lot development to ensure any exposed soils or other pollutants from the site are contained during storm events.

4. Effect on wildlife and wildlife habitat

The proposed subdivision should not affect wildlife or habitat. There are no known endangered or threatened species on the property.

5. Effect on the public health, safety and welfare

The subdivision should not negatively affect public health or safety. The subject property is not within a mapped floodway or flood zone. There are no obvious threats to public health, safety or welfare.

B. Was an Environmental Assessment required? (76-3-616, MCA) (23-901, BMCC)

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA and 23-901, BMCC.

C. Does the subdivision conform to the Yellowstone County-City of Billings 2008 Growth Policy Update, the Urban Area Transportation Plan, 2009 Update, and the Heritage Trail Plan? (23-301, BMCC)

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

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

- a. **Goal: Predictable land use decisions that are consistent with neighborhood character and preferred land use patterns identified in neighborhood plans. (p. 6).**
- b. **Goal: Contiguous development focused in and around existing population centers separated by open space (p. 6).**
- c. **Goal: New developments that are sensitive to and compatible with the character of adjacent City neighborhoods (p.6).**

2. Urban Area Transportation Plan Update 2009

The proposed subdivision adheres to the goals and objectives of the 2009 Transportation Plan Update and preserves the street network and street hierarchy specified within the plan.

3. Heritage Trail Plan

The Heritage Trail Plan does not identify any potential trail corridors within the vicinity of the subject property. No new improvements will be required with this subdivision to meet the Trail Plan recommendations.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and (23-301, BMCC)]

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

E. Does the subdivision conform to sanitary requirements? [(23-408, BMCC)]

The property is served by the City of Billings' water, sewer and solid waste services.

F. Does the proposed subdivision conform to all requirements of the zoning in effect? [(23-402, BMCC)]

The subject property is located within the CI zoning district and complies with the standards set forth in Section 27-309, BMCC. New development will be further reviewed for compliance upon building permit submittal.

G. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and (23-410(A)(1), BMCC)]

Many of the utilities are already in place so new development will just need to tap into the existing lines. In case the new service lines cross property boundaries, **Condition #1** requires the subdivider to work with the City Engineering Division and the private utility companies to provide acceptable utility easements on the plat if necessary.

H. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and (23-406, BMCC)]

Access to the subdivision shall be from South 24th Street West and King Avenue West, to the internal private streets. All internal shared streets or driveways are covered under existing reciprocal access easements filed with the original plat.

CONCLUSIONS OF FINDING OF FACT

- The preliminary plat of Amended Lot 2, Block 1, Midland Subdivision, 1st Filing, does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to some goals and policies of the 2008 Growth Policy and does not conflict with the 2009 Transportation Plan Update or the Heritage Trail Plan.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

Approved by the Billings City Council, October 24, 2011.

Thomas W. Hanel, Mayor

Midland Subdivision, 1st Filing, Amended Lot 2, Block 1
Mayor's Approval Letter

October 25, 2011

Wal-Mart Real Estate Business Trust
P.O. Box 8050
Bentonville, AR 72712

Premier Food Service, Inc.
P.O. Box 3044
Minot, ND 58702

Dear Owner and Applicant:

On October 24, 2011, the Billings City Council conditionally approved the preliminary plat of Amended Lot 2, Block 1, Midland Subdivision, 1st Filing subject to the following conditions of approval:

1. To ensure the provision of easements and minimize effects on public health and safety, the subdivider shall work with the City Engineering Division and the private utility companies to determine suitable locations for utility easements, if necessary. These easements shall be shown on the final plat.
2. To mitigate impacts on local services, the Subdivision Improvements Agreement (SIA) shall be amended to indicate the following:
Section III.B. Sidewalks: Add a note that internal sidewalks will be required to comply with 50-60-213, MCA.
Section III.E. Access: Add notes indicating the following:
 - a. No new or additional accesses to King Avenue West or 24th Street West will be allowed.
 - b. No access will be allowed from the lot into the private roadway along the east side of Lot 2B.
 - c. As was indicated in the SIA of the original Midland Subdivision, 1st Filing, and the SIA filed for Amended Lots 4 & 5, Block 1, Midland Subdivision, 1st Filing, the median opening on King Avenue West serving the access between Lot 4B and newly created Lot 2B *may* be modified in the future to meet changing traffic conditions. Said modification may include, but is not limited to, closure of the median opening or modifying the median to restrict certain turning movements.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Engineering Departments to clarify the documents and bring them into the standard acceptable format.

4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have questions please contact the Juliet Spalding at (406)247-8684 or by email at spaldingj@ci.billings.mt.us .

Sincerely,

Thomas W. Hanel, Mayor

Pc: Pat Davies, PE, Sanderson Stewart

Regular City Council Meeting

Meeting Date: 10/24/2011

TITLE: Preliminary Subsequent Minor Plat, Amended Lots 2A-4-A, 2A-5A, 3A, and 4E, Block 1, Shiloh Crossing Subdivision

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

On September 15, 2011, the Planning Division received an application for preliminary plat approval for Amended Lots 2A-4-A, 2A-5A, 3A, and 4E, Block 1, Shiloh Crossing Subdivision. The plat contains five lots on approximately 27 acres of land for commercial or industrial development. The proposed subdivision is located on the east side of South Shiloh Road, south of King Avenue West. The lots are currently vacant and south of the Shiloh Carmike Theater. The owner is Shiloh Crossing, LLC and the representing agent is Sanderson Stewart.

ALTERNATIVES ANALYZED

In accordance with state law, the City Council has 35 working days to act upon this subsequent minor preliminary plat; the 35 working day review period for the proposed plat ends on November 3, 2011. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 35 day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

FINANCIAL IMPACT

Should the City Council approve the preliminary plat, the subject property may develop under private ownership, resulting in additional tax revenues.

BACKGROUND

General location: On the east side of South Shiloh Road, south of King Avenue West.

Legal Description: Lots 2A-4-A, 2A-5A, 3A, and 4E, Block 1, Shiloh Crossing Subdivision

Owner/Subdivider: Shiloh Crossing, LLC

Engineer and Surveyor: Sanderson Stewart

Existing Zoning: Controlled Industrial (CI) with South Shiloh Corridor Overlay District (SSCOD)

Existing land use: Vacant adjacent to retail shopping center/movie theater

Proposed land use: Commercial and/or industrial uses

Gross/net area: 27 acres

Proposed number of lots: 5

Lot size: Max: 13.78 acres
Min.: 1.72 acres

Parkland requirements: A parkland dedication is not required, as this is a commercial subdivision

STAKEHOLDERS

A public hearing is not scheduled for the City Council meeting; however nearby property owners may attend the City Council meeting. The Planning Division has received no public comments or questions regarding the proposed subdivision.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Consistency with the Growth Policy, the Transportation Plan 2009 Update, and Heritage Trail Plan are discussed within the Findings of Fact.

RECOMMENDATION

Staff recommends conditional approval of the preliminary subsequent minor plat of Amended Lots 2A-4-A, 2A-5A, 3A, and 4E, Block 1, Shiloh Crossing Subdivision and adoption of the Findings of Fact as presented in the staff report to the City Council.

Recommended Conditions of Approval

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

1. To ensure the provision of easements and minimize effects on public health and safety, the subdivider shall work with the City Engineering Division and the private utility companies to determine suitable locations for utility easements, if necessary. These easements shall be shown on the final plat.
2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Engineering Departments to clarify the documents and bring them into the standard acceptable format.
3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of City of Billings, and the laws and Administrative Rules of the State of Montana.

APPROVED BY CITY ADMINISTRATOR

Attachments

Preliminary Plat

Findings of Fact

Mayors Letter

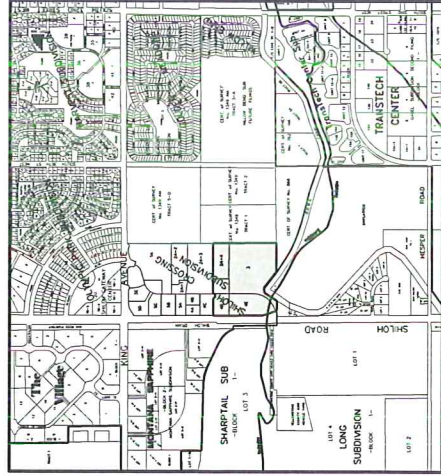
PRELIMINARY PLAT
 AMENDING LOTS 2A-4-A, 2A-5-A, 3A, & 4E, BLOCK 1,
SHILOH CROSSING SUBDIVISION
 SITUATED IN THE NW1/4 OF SECTION 14, T. 1 S., R. 25 E., P.M.M.
 BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: SHILOH CROSSING, LLC

PREPARED BY : SANDERSON STEWART

SCALE: 1" = 100'

SEPTEMBER, 2011
 BILLINGS, MONTANA



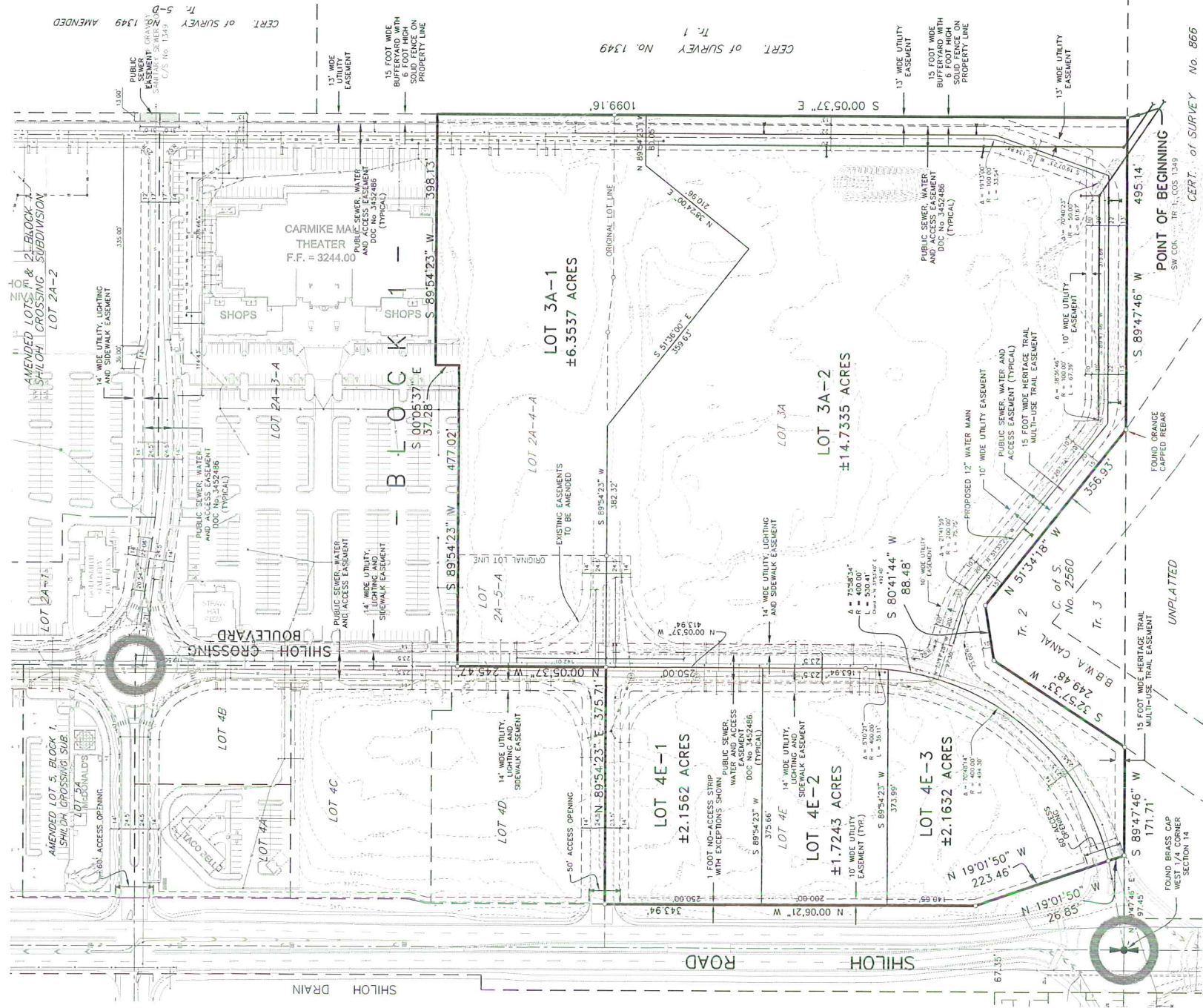
VICINITY MAP

PLAT DATA

GROSS AREA	= 27.1309 AC.
NET AREA	= 27.1309 AC.
NUMBER OF LOTS	= 5
MINIMUM LOT SIZE	= 1.7243 AC.
MAXIMUM LOT SIZE	= 14.7335 AC.
LINEAL FEET OF STREETS	= N/A
PARKLAND REQUIREMENT	= N/A
EXISTING ZONING	= N/A
SURROUNDING ZONING:	= CONTROLLED INDUSTRIAL
	= CONTROLLED INDUSTRIAL
	= AG OPEN/CONTROLLED INDUSTRIAL
	= P.U.D./RESIDENTIAL MANUFACTURED HOME
	= ENTRYWAY LIGHT INDUSTRIAL
	= COMMERCIAL DEVELOPMENT
	= COMMERCIAL DEVELOPMENT

BASIS OF BEARING: PLAT OF SHILOH CROSSING SUBDIVISION.

- = FOUND REBAR AND CAP MARKED "ENGINEERING INC".
- = SET 5/8" X 18" REBAR AND CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"



Amended Lots 2A-4-A, 2A-5A, 3A, and 4E, Block 1, Shiloh Crossing Subdivision
Findings of Fact

Staff is forwarding the recommended Findings of Fact for Amended Lots 2A-4-A, 2A-5A, 3A, and 4E, Block 1, Shiloh Crossing Subdivision for review and approval by the City Council. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303, BMCC).

A. What are the effects on agriculture, local services, the natural environment, wildlife and wildlife habitat and public health, safety and welfare? [MCA 76-3-608 (3)(a) and (23-303(H)(1), BMCC)]

1. Effect on agriculture and agricultural water user facilities

The subject property was historically used for irrigated agriculture land and more recently used as a gravel extraction site prior to the subdivision's originally platted in 2008. With completion of the Shiloh Road corridor upgrades last year, this and surrounding properties are poised for further development and should not have an impact on agriculture production or activities in the area. The Billing Bench Water Association's (BBWA) ditch is located on a portion of the south side of the property within its own right-of-way. The subject property does not have water rights or shares to this or other area ditches. Overall, there is no anticipated effect on irrigation facilities or agriculture in the area.

2. Effect on local services

- a. **Utilities** – Individual water services for the proposed subdivision shall come from the existing public main located within public utility easements. Lot owners will be responsible for extension of water services, hydrants, and any required water meter vaults at the time of lot development.

Sewer services are to be provided from an existing public sanitary sewer main within a public easement. Individual services may be provided upon lot development at the developers expense, to serve all lots in this subdivision.

Private utilities such as electric and gas are available to the lots upon development. It is recommended that the utility companies be given the opportunity to review and approve the final easement placement (**Condition #1**).

- b. **Storm water** – Storm water management improvements will be evaluated at the time of lot development. All drainage improvements shall comply with the provisions of the 2011 City of Billings Storm Water Management Manual. A Storm Water Pollution Prevention Plan (SWPPP) will also be required at the time of lot development to mitigate any construction related storm water pollution.
- c. **Solid waste** - The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.

- d. **Streets** –Shiloh Road fronts the subject property’s west side, and a network of private interior roads built to City standards are found throughout the subject property. Access to all 5 lots will be gained from the interior private roads as a no-access easement exists along Shiloh Road with three approach exceptions. No improvements are needed for Shiloh Road as a result of this subdivision. Internal road development will be reviewed and approved at the time of lot development.
- e. **Emergency services** - The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest emergency services stations are located at Grand Avenue and 54th St. West (Station #7) and near South 24th St. and Monad (Station #5). The subdivision is located within the ambulance service area of American Medical Response. The Fire Department will review hydrant needs for new development at the time of building permit review.
- f. **Schools** –Schools will be minimally affected by this subdivision as it is a commercial subdivision.
- g. **Parks and Recreation** - A parkland dedication is not required, as this is a commercial subdivision.
- h. **Mail Delivery** - The United States Postal Service indicated that a centralized delivery site will be required. The location of any new mailbox units shall be reviewed and approved by the post office.

3. Effect on the natural environment

The proposed subdivision should have only minor effects on the natural environment, as there may be short term air and noise pollution associated with construction on the property. The subdivision is located near the corner of two arterial streets in a developed area of the City. The subject property is outside of the flood plain.

4. Effect on wildlife and wildlife habitat

The proposed subdivision should not affect wildlife or habitat. There are no known endangered or threatened species on the property.

5. Effect on the public health, safety and welfare

The subdivision should not negatively affect public health or safety. The subject property is not within a mapped floodway or flood zone. There are no obvious threats to public health, safety or welfare.

B. Was an Environmental Assessment required? (76-3-616, MCA) (23-901, BMCC)

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA and 23-901, BMCC.

C. Does the subdivision conform to the Yellowstone County-City of Billings 2008 Growth Policy Update, the Urban Area Transportation Plan, 2009 Update, and the Heritage Trail Plan? (23-303(H)(3), BMCC)

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

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

- a. **Goal: Predictable land use decisions that are consistent with neighborhood character and preferred land use patterns identified in neighborhood plans. (p. 6).**
- b. **Goal: Contiguous development focused in and around existing population centers separated by open space (p. 6).**
- c. **Goal: Visually appealing rights-of-way that serve the needs of all modes of travel (p. 11).**

2. Urban Area Transportation Plan Update 2009

The proposed subdivision adheres to the goals and objectives of the 2009 Transportation Plan Update and preserves the street network and street hierarchy specified within the plan.

3. Heritage Trail Plan

The Heritage Trail Plan has specified a multi-use trail along the Shiloh Road corridor, and this trail was constructed in recent years with the upgrades to the road. Additionally, a future trail corridor is identified along the north side of the BBWA. A 15-foot trail easement was provided with the original plat of this property in this area and is shown on this plat amendment. No new improvements will be required with this subdivision to meet the Trail Plan recommendations.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and (23-303(H)(2), BMCC)]

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

E. Does the subdivision conform to sanitary requirements? [(23-408, BMCC)]

The property is served by the City of Billings' water, sewer and solid waste services.

F. Does the proposed subdivision conform to all requirements of the zoning in effect? [(23-303(H)(2), BMCC)]

The subject property is located within the CI and SSCOD zoning districts and complies with the standards set forth in Section 27-309, BMCC. New development will be further reviewed for compliance upon building permit submittal.

G. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and (23-303(H)(2), BMCC)]

Many of the utilities are already in place so new development will just need to tap into the existing lines. In case the new service lines cross property boundaries, **Condition #1** requires the subdivider to work with the City Engineering Division and the private utility companies to provide acceptable utility easements on the plat if necessary.

H. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and (23-303(H)(2), BMCC)]

Access to the subdivision shall be from the internal private streets that will be reviewed at the time of site development. All internal shared streets or driveways are covered under existing reciprocal access easements filed with the original plat.

CONCLUSIONS OF FINDING OF FACT

- The preliminary plat of Amended Lots 2A-4-A, 2A-5A, 3A, and 4E, Block 1, Shiloh Crossing Subdivision, does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several goals and policies of the 2008 Growth Policy and does not conflict with the 2009 Transportation Plan Update or the Heritage Trail Plan.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

Approved by the Billings City Council, October 24, 2011.

Thomas W. Hanel, Mayor

Amended Lots 2A-4-A, 2A-5A, 3A, and 4E, Block 1,
Shiloh Crossing Subdivision
Mayor's Approval Letter

October 25, 2011

Shiloh Crossing, LLC
2280 Grant Rd.
Billings, MT 59102

Dear Applicant:

On October 24, 2011, the Billings City Council conditionally approved the preliminary plat of Amended Lots 2A-4-A, 2A-5A, 3A, and 4E, Block 1, Shiloh Crossing Subdivision, subject to the following conditions of approval:

1. To ensure the provision of easements and minimize effects on public health and safety, the subdivider shall work with the City Engineering Division and the private utility companies to determine suitable locations for utility easements, if necessary. These easements shall be shown on the final plat.
2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Engineering Departments to clarify the documents and bring them into the standard acceptable format.
3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have questions please contact the Juliet Spalding at (406)247-8684 or by email at spaldingj@ci.billings.mt.us .

Sincerely,

Thomas W. Hanel, Mayor

Pc: Pat Davies, PE, Sanderson Stewart

Regular City Council Meeting

Meeting Date: 10/24/2011

TITLE: Payment of Claims September 23, 2011.

PRESENTED BY: Pat M. Weber, Finance Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$2,502,697.18 have been audited and are presented for your approval for payment. A complete listing of the claims dated September 23, 2011, 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 the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

Payment of claims greater than \$2500.

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211-3132-433.29-20	09/09/2011	MISC SERVICES	902807143	285261	03/2012	4.22	
512-8500-625.23-20	09/12/2011	NONSTOCKING ITEMS-P.U.D.	902820746	285261	03/2012	6.56	
512-8400-623.23-60	09/12/2011	NONSTOCKING ITEMS-P.U.D.	902829056	285261	03/2012	63.34	
512-8400-623.23-60	09/12/2011	NONSTOCKING ITEMS-P.U.D.	902842072	285261	03/2012	4,005.00	
211-3132-433.22-90	09/14/2011	MISC SERVICES	902814718	285261	03/2012	99.98	
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502-7400-603.23-60	09/15/2011	NONSTOCKING ITEMS-P.U.D.	902763201	285261	03/2012	42.50	
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512-8400-623.23-60	09/15/2011	NONSTOCKING ITEMS-P.U.D.	902817196	285261	03/2012	58.34-	
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296-6554-463.72-75	09/22/2011	MHR - BEASON, 41 VISTA	MACARTHUR BILL	287573	03/2012	2,816.95	
09/23/2011	748940	BROWN AND CALDWELL	18626			2,992.70	
503-7491-603.93-90	09/21/2011	WO0816 SCADA REPLC PHSE 2	4/73154143	282469	03/2012	2,992.70	
09/23/2011	748943	BUSINESS TAX SECTION	2449			9,118.52	
205-3131-433.93-10	09/21/2011	WO0925 DOWNTWN SIGNALS	11/25495	276289	03/2012	706.94	
406-7119-711.92-90	09/21/2011	QTA FACILITY CONSTRUCTION	278674-11	278674	03/2012	5,297.82	
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503-7591-609.93-40	09/21/2011	WO1105 CHAPPLE WTR MAIN	1	285255	03/2012	2,555.85	
09/23/2011	748948	COMMERCIAL ROOFING	816			4,585.00	
512-8400-623.24-50	09/14/2011	MISC SERVICES	474	287274	03/2012	4,585.00	
09/23/2011	748952	COP CONSTRUCTION CO	865			55,233.47	
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09/23/2011	748953	COUNTY WATER DISTRICT OF	881			2,874.38	
872-5198-452.34-20	09/16/2011	WATER CHARGES	17196-00	287395	03/2012	2,152.53	
150-2221-422.34-20	09/19/2011	FIRE6:WATER/266,850 GAL	16118-00 11-08	285699	03/2012	721.85	
09/23/2011	748959	DELL MARKETING LP	16237			2,843.77	
502-7311-602.36-30	09/14/2011	MISC SERVICES	XFFFFP1C9	287277	03/2012	152.05	
502-7400-603.21-90	09/14/2011	MISC SERVICES	XFFFFP1C9	287277	03/2012	253.26	
502-7500-609.21-90	09/14/2011	MISC SERVICES	XFFFFP1C9	287277	03/2012	151.97	
512-8311-622.36-30	09/14/2011	MISC SERVICES	XFFFFP1C9	287277	03/2012	101.29	
512-8500-625.21-90	09/14/2011	MISC SERVICES	XFFFFP1C9	287277	03/2012	101.29	
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150-2229-422.29-20	09/19/2011			RESCUE EQUIP:TIKKA/GLOVES	4371082 RESCUE	284809	03/2012	211.29
150-2229-422.29-20	09/19/2011			RESCUE EQUIP:TIKKA/GLOVES	4371082 RESCUE	284809	03/2012	246.50
150-2229-422.26-40	09/19/2011			RESCUE EQUIP/GLOVES	4371081 RESCUE	285405	03/2012	186.78
150-2229-422.29-20	09/20/2011			PRUSIK CORD/HITCH CORD	4390632 RESCUE	286497	03/2012	443.10
150-2229-422.29-20	09/20/2011			PRUSIK CORD/HITCH CORD	4390632 RESCUE	286497	03/2012	158.01
220-2233-422.24-10	09/21/2011			LEVEL A/TK555 HAZMAT SUIT	4383661 HAZMAT	284312	03/2012	5,000.00
220-2233-422.24-10	09/21/2011			LEVEL A/TK555 HAZMAT SUIT	4383661 HAZMAT	284312	03/2012	72.02
09/23/2011	748970	EF JOHNSON COMPANY	12555					108,979.61
607-2235-486.35-82	09/21/2011			MAINT CONTRACT:10 MONTH	559853 MAINT/12	287540	03/2012	108,979.61
09/23/2011	748980	FARR ASSOCIATES ARCHITECTURE A	21775					18,360.00
201-1507-466.35-90	09/22/2011			MISC SERVICES	31003.03	287586	03/2012	11,320.00
201-1507-466.35-90	09/22/2011			MISC SERVICES	31003.04	287586	03/2012	7,040.00
09/23/2011	748986	FERGUSON ENTERPRISES INC	20100					11,862.91
502-0000-141.00-00	09/15/2011			SYSTEMS	05555911 6021		03/2012	2,406.11
502-0000-141.00-00	09/20/2011			SYSTEMS	0556337 0555647		03/2012	9,456.80
09/23/2011	748989	FIRST INTERSTATE BANK	1303					5,796.00
723-6595-465.62-00	09/22/2011			MISC SERVICES	1100216095	287593	03/2012	5,796.00
09/23/2011	748990	FIRSTLINE LLC	14302					3,230.00
150-2229-422.26-90	09/20/2011			FIRE:EMS GLOVES NITRILE	29618 EMS GLVES		03/2012	3,230.00
09/23/2011	748995	GALLES FILTER SERVICE	1397					2,682.33
601-0000-141.00-00	08/02/2011			MP	233932		02/2012	337.17
601-0000-141.00-00	08/09/2011			MP	233954		02/2012	6.58
601-0000-141.00-00	08/09/2011			MP	234125		02/2012	346.22
211-3132-433.23-20	08/09/2011			MP	234155	285263	02/2012	24.90
601-0000-141.00-00	08/10/2011			MP	234510		02/2012	11.65
541-3122-435.23-20	08/10/2011			MP	234510	285263	02/2012	47.62
502-0000-141.00-00	08/15/2011			WATER PARTS AND SUPPLIES	234578		02/2012	13.62
601-0000-141.00-00	08/15/2011			MP	234618		02/2012	283.23
601-0000-141.71-41	08/18/2011			MP	234131		02/2012	83.80
601-0000-141.00-00	08/18/2011			MP	234949		02/2012	349.03
571-7144-713.23-20	08/18/2011			MP	233904	285263	02/2012	46.00
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601-0000-141.00-00	08/19/2011			MP	234487		02/2012	6.70
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601-0000-141.00-00	08/30/2011			MP	235471		02/2012	151.64
601-0000-141.00-00	08/30/2011			MP	235879		02/2012	76.64
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601-0000-141.00-00	09/01/2011			MP	235673		03/2012	279.71

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150-2150-421.61-00	09/16/2011	MISC SERVICES	INV	287323	03/2012	9,288.20	
150-2150-421.62-00	09/16/2011	MISC SERVICES	INV	287323	03/2012	82.22	
09/23/2011	748999	GILLIG CORPORATION	18154			19,328.49	
411-7151-713.94-40	09/14/2011	AUTO &TRUCK MAINT.ITEMS	4729522	287351	03/2012	16,900.00	
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601-0000-141.71-41	09/21/2011	MP	4748452		03/2012	232.52	
09/23/2011	749001	GRAINGER PARTS	16331			4,295.44	
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512-8400-623.23-60	09/14/2011	MISC SERVICES	9619673768	287288	03/2012	63.06	
512-8400-623.22-90	09/14/2011	MISC SERVICES	9620156357	287288	03/2012	673.70	
512-8400-623.23-60	09/14/2011	MISC SERVICES	9620849837	287288	03/2012	183.44	
601-0000-141.00-00	09/18/2011	MP	9633932117		03/2012	92.80	
601-0000-141.00-00	09/19/2011	MP	9635042824		03/2012	92.80	
150-2226-422.24-50	09/19/2011	FIRE6:HVAC FILTERS/OTOOLE	9629919888 FR6	285702	03/2012	60.12	
601-1553-481.26-50	09/18/2011	MP	9633932133	287425	03/2012	13.06	
512-8400-623.22-20	09/20/2011	MISC SERVICES	9614159615	287487	03/2012	742.50	
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512-8400-623.22-90	09/20/2011	MISC SERVICES	9623968147	287487	03/2012	340.20	
502-7400-603.24-50	09/20/2011	MISC SERVICES	9629166514	287487	03/2012	366.48	
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512-8500-625.23-60	09/20/2011	MISC SERVICES	9635042816	287487	03/2012	209.40	
150-2226-422.24-50	09/21/2011	FIRE1:HVAC FILTERS	9633932141 FR1	285702	03/2012	100.50	
150-2226-422.24-50	09/21/2011	FIRE1:LAMPS/RUDDOCK	9636078751 FR1	285702	03/2012	40.71	
150-2226-422.23-10	09/21/2011	FIRE1:SILICONE/RUDDOCK	9636078777 FR1	285702	03/2012	347.65	
150-2226-422.23-20	09/21/2011	FIRE3:BATTERY CHARGER	9637169500 FR3	285702	03/2012	92.45	
09/23/2011	749004	GRYPHON INDUSTRIES	21742			2,775.00	
260-5517-455.21-20	09/22/2011	PARMLY BILLINGS LIBRARY	2946		03/2012	2,775.00	
09/23/2011	749008	HDR INC	1544			11,888.89	
502-7211-601.35-40	09/20/2011	DRINKING WTR SOURCE STUDY	37/323392-H	258046	03/2012	4,608.16	
503-7591-609.93-40	09/21/2011	WO1012 BLGS LOW SRVC PUMP	14/323389-H	276189	03/2012	3,943.29	
513-8491-623.93-90	09/21/2011	WO1029 WWTP WEST MECH MCC	9/323387-H	280428	03/2012	355.06	
503-7491-603.93-90	09/21/2011	WO1108 WTP HSPTS TRSFR PMP	4/323386-H	282927	03/2012	2,982.38	
09/23/2011	749012	IAFF	20196			4,306.50	
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09/23/2011	749018	INGRAM BOOK COMPANY	1820			3,812.34	
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260-5519-455.32-27	09/16/2011	PUBLICATIONS/AUDIOVISUAL	00427349		285836 03/2012	80.48	
260-5519-455.32-27	09/16/2011	PUBLICATIONS/AUDIOVISUAL	00469951		285836 03/2012	26.96	
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260-5519-455.33-33	09/16/2011	PUBLICATIONS/AUDIOVISUAL	00503823		285836 03/2012	154.88	
260-5519-455.32-23	09/16/2011	PUBLICATIONS/AUDIOVISUAL	00503824		285836 03/2012	16.47	
260-5519-455.32-27	09/16/2011	PUBLICATIONS/AUDIOVISUAL	00503825		285836 03/2012	39.56	
260-5519-455.32-41	09/16/2011	PUBLICATIONS/AUDIOVISUAL	00503826		285836 03/2012	152.58	
260-5519-455.32-42	09/16/2011	PUBLICATIONS/AUDIOVISUAL	00503826		285836 03/2012	43.43	
260-5519-455.32-26	09/16/2011	PUBLICATIONS/AUDIOVISUAL	00516900		285836 03/2012	31.85	
260-5519-455.32-26	09/16/2011	PUBLICATIONS/AUDIOVISUAL	00516901		285836 03/2012	116.19	
260-5519-455.32-23	09/16/2011	PUBLICATIONS/AUDIOVISUAL	00516902		285836 03/2012	54.95	
260-5519-455.33-33	09/16/2011	PUBLICATIONS/AUDIOVISUAL	00516903		285836 03/2012	14.13	
260-5519-455.32-26	09/16/2011	PUBLICATIONS/AUDIOVISUAL	00516904		285836 03/2012	4.79	
260-5519-455.32-26	09/16/2011	PUBLICATIONS/AUDIOVISUAL	00516905		285836 03/2012	36.63	
260-5519-455.32-27	09/16/2011	PUBLICATIONS/AUDIOVISUAL	00516905		285836 03/2012	9.86	
260-5519-455.32-55	09/16/2011	PUBLICATIONS/AUDIOVISUAL	00516905		285836 03/2012	10.61	
260-5519-455.32-23	09/16/2011	PUBLICATIONS/AUDIOVISUAL	00516906		285836 03/2012	19.24	
260-5519-455.32-27	09/16/2011	PUBLICATIONS/AUDIOVISUAL	00516906		285836 03/2012	1,029.78	
260-5519-455.32-55	09/16/2011	PUBLICATIONS/AUDIOVISUAL	00516906		285836 03/2012	73.27	
260-5519-455.32-26	09/16/2011	PUBLICATIONS/AUDIOVISUAL	00572018		285836 03/2012	14.16	
09/23/2011	749023	JACKSON CONTRACTOR GROUP INC	21359			524,484.32	
406-7119-711.92-90	09/21/2011	QTA FACILITY COSNTRUCTION	278672-11		278672 03/2012	524,484.32	

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211-3132-433.45-20	09/15/2011	ROAD/HIGHWAY MATERIAL	257279	287369	03/2012	118.25	
211-3132-433.45-20	09/15/2011	ROAD/HIGHWAY MATERIAL	257294	287369	03/2012	108.40	
211-3132-433.45-20	09/15/2011	ROAD/HIGHWAY MATERIAL	257324	287369	03/2012	114.57	
211-3132-433.45-20	09/15/2011	ROAD/HIGHWAY MATERIAL	257335	287369	03/2012	98.32	
211-3132-433.47-10	09/15/2011	ROAD AND HIGHWAY MATERIAL	257339	287369	03/2012	2,847.88	
211-3132-433.45-20	09/15/2011	ROAD/HIGHWAY MATERIAL	257741	287369	03/2012	83.32	
211-3132-433.47-10	09/15/2011	ROAD AND HIGHWAY MATERIAL	257748	287369	03/2012	3,592.19	
211-3132-433.47-10	09/15/2011	ROAD AND HIGHWAY MATERIAL	257749	287369	03/2012	593.88	
211-3132-433.47-10	09/15/2011	ROAD AND HIGHWAY MATERIAL	257988	287369	03/2012	1,002.05	
211-3132-433.47-10	09/15/2011	ROAD AND HIGHWAY MATERIAL	258082	287369	03/2012	396.41	
211-3132-433.45-20	09/15/2011	ROAD/HIGHWAY MATERIAL	258107	287369	03/2012	28.94	
211-3132-433.47-10	09/15/2011	ROAD AND HIGHWAY MATERIAL	258113	287369	03/2012	171.99	
211-3132-433.45-20	09/15/2011	ROAD/HIGHWAY MATERIAL	258327	287369	03/2012	32.42	
211-3132-433.47-10	09/15/2011	ROAD AND HIGHWAY MATERIAL	258334	287369	03/2012	2,440.20	
502-0000-141.00-00	09/19/2011	SYSTEMS	256904		03/2012	13,399.48	
502-0000-141.00-00	09/20/2011	SYSTEMS	258846	258808	03/2012	14,818.39	
211-3132-433.47-10	09/20/2011	ROAD AND HIGHWAY MATERIAL	250725	287473	03/2012	198.94	
211-3132-433.47-10	09/20/2011	ROAD AND HIGHWAY MATERIAL	258813	287473	03/2012	1,594.46	
211-3132-433.45-20	09/20/2011	ROAD/HIGHWAY MATERIAL	258833	287473	03/2012	66.32	
211-3132-433.47-10	09/20/2011	ROAD AND HIGHWAY MATERIAL	258850	287473	03/2012	686.98	
211-3132-433.47-10	09/20/2011	ROAD AND HIGHWAY MATERIAL	258899	287473	03/2012	882.49	
513-8591-625.93-40	09/20/2011	MISC SERVICES	258343	287497	03/2012	208.75	
09/23/2011	749039	L N CURTIS & SONS	10392			18,959.26	
150-2226-422.23-20	09/16/2011	MP	3112701-01	287410	03/2012	273.78	
150-2229-422.26-40	09/19/2011	STRUCTURAL BOOTS/RUDDOCK	3113501-00 FIRE	287447	03/2012	329.15	
150-2229-422.26-40	09/19/2011	STRUCTURAL BOOTS/RUDDOCK	3113501-00 FIRE	287447	03/2012	11.33	
150-2229-422.26-40	09/20/2011	TURNOUTS:LITTLE	3113525-00 LITT	284886	03/2012	1,625.00	
150-2229-422.26-40	09/20/2011	TURNOUTS:LOWE	3113525-00 LOWE	284886	03/2012	1,625.00	
150-2229-422.26-40	09/20/2011	TURNOUTS:MEEKER	3113525-00 MEEK	284886	03/2012	1,446.91	
150-2229-422.26-40	09/20/2011	TURNOUTS:MEEKER	3113525-00 MEEK	284886	03/2012	178.09	
150-2229-422.26-40	09/20/2011	TURNOUTS:NAGEL	3113525-00 NAGE	284886	03/2012	1,625.00	
150-2229-422.26-40	09/20/2011	TURNOUTS:O'DONNELL,BARRY	3113525-00 ODON	284886	03/2012	1,650.00	
150-2229-422.26-40	09/20/2011	TURNOUTS:ROOKHUIZEN	3113525-00 ROOK	284886	03/2012	1,625.00	
150-2229-422.26-40	09/20/2011	TURNOUTS:SANDS,J	3113525-00 SAND	284886	03/2012	1,625.00	
150-2229-422.26-40	09/20/2011	TURNOUTS:SELLECK	3113525-00 SELL	284886	03/2012	1,625.00	
150-2229-422.26-40	09/20/2011	TURNOUTS:SMITH	3113525-00 SMIT	284886	03/2012	1,625.00	
150-2229-422.26-40	09/20/2011	TURNOUTS:SOLHEIM	3113525-00 SOLH	284886	03/2012	1,625.00	
150-2229-422.26-40	09/20/2011	TURNOUTS:THORMAHLEN	3113525-00 THOR	284886	03/2012	1,625.00	
150-2229-422.24-90	09/20/2011	HURST/VERT MOUNT BRACKETS	3115173-00 HRST	285924	03/2012	445.00	
09/23/2011	749046	LIVING INDEPENDENTLY FOR	4964			9,842.90	
294-6552-463.72-75	09/20/2011	4TH QTR REIMBURSMT REQ	4TH QTR REIMBUR	287456	03/2012	1,150.00	
295-6552-463.72-75	09/20/2011	4TH QTR REIMBURSMT REQ	4TH QTR REIMBUR	287456	03/2012	8,100.00	
296-6552-463.72-75	09/20/2011	4TH QTR REIMBURSMT REQ	4TH QTR REIMBUR	287456	03/2012	592.90	
09/23/2011	749049	M R CONCRETE	17375			3,300.00	
502-7500-609.36-80	09/20/2011	MISC SERVICES	3508	287514	03/2012	500.00	

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502-7500-609.36-80	09/20/2011	MISC SERVICES	3509	287514	03/2012	2,000.00	
505-7515-609.36-71	09/20/2011	MISC SERVICES	3510	287514	03/2012	800.00	
09/23/2011	749067	MONTANA DAKOTA UTILITIES	9994451			10,531.25	
670-3141-489.78-50	09/23/2011	Ref \$6305 + Ref \$4226.25	REFUND 2 WIRES		03/2012	10,531.25	
09/23/2011	749071	MONTANA LEGISLATIVE SERVICES	2515			4,800.00	
10-1212-412.33-90	09/19/2011	MUNI JUDGE	26654	287436	03/2012	320.00	
10-1220-412.32-10	09/19/2011	MUNI COURT	26654	287436	03/2012	640.00	
10-1314-413.32-20	09/19/2011	MISC SERVICES	26654	287436	03/2012	320.00	
10-1512-415.33-90	09/19/2011	FINANCE	26654	287436	03/2012	320.00	
10-1611-416.32-20	09/19/2011	CITY ATTY	26654	287436	03/2012	1,600.00	
150-2150-421.32-10	09/19/2011	POLICE	26654	287436	03/2012	640.00	
260-5519-455.32-20	09/19/2011	LIBRARY	26654	287436	03/2012	320.00	
561-7110-711.33-90	09/19/2011	AIRPORT	26654	287436	03/2012	320.00	
670-3141-489.33-90	09/19/2011	PUBLIC WORKS	26654	287436	03/2012	320.00	
09/23/2011	749072	MONTANA STATE FIREMAN'S ASSOC	20195			2,750.41	
900-0000-209.99-24	09/23/2011	PAYROLL SUMMARY	20110923		03/2012	2,750.41	
09/23/2011	749075	MORRISON MAIERLE INC	2572			31,226.47	
405-7125-711.96-95	09/19/2011	MISC SERVICES	111096	286806	03/2012	6,823.23	
405-7125-711.96-96	09/19/2011	MISC SERVICES	111096	286806	03/2012	359.12	
406-7119-711.92-90	09/21/2011	QTA ENGINEERING	111092 / 111093	277318	03/2012	24,044.12	
09/23/2011	749079	MRPA	2245			4,615.00	
769-5186-451.22-94	09/22/2011	MRPA CONFERENCE	MRPA BILLINGS	287585	03/2012	4,615.00	
09/23/2011	749080	MSU BILLINGS COLLEGE OF TECHNO	9674			3,000.00	
150-2224-422.38-24	09/19/2011	INSTRUCT/METHODOLOGY AUG	S0537670 FIRE	285921	03/2012	3,000.00	
09/23/2011	749094	NORTHWEST PIPE FITTINGS	2758			30,027.52	
150-2231-422.23-20	06/30/2011	MP	1756321-B	282815	12/2011	113.93	
502-7500-609.24-10	08/02/2011	NONSTOCKING ITEMS-P.U.D.	1778981	285267	02/2012	209.32	
512-8400-623.24-50	08/02/2011	NONSTOCKING ITEMS-P.U.D.	1787407	285267	02/2012	31.14	
513-8591-625.93-40	08/02/2011	NONSTOCKING ITEMS-P.U.D.	1787780	285267	02/2012	69.58	
512-8400-623.24-50	08/05/2011	NONSTOCKING ITEMS-P.U.D.	1789605	285267	02/2012	3.54	
502-7312-602.23-80	08/09/2011	NONSTOCKING ITEMS-P.U.D.	17805351	285267	02/2012	78.84	
512-8314-622.24-50	08/11/2011	NONSTOCKING ITEMS-P.U.D.	1794924	285267	02/2012	7.23	
512-8400-623.24-50	08/12/2011	NONSTOCKING ITEMS-P.U.D.	1794502	285267	02/2012	295.42	
502-7500-609.23-80	08/15/2011	NONSTOCKING ITEMS-P.U.D.	1793217	285267	02/2012	96.00	
211-3132-433.23-80	08/16/2011	PIPE	1780612	285267	02/2012	1,344.80	
502-7500-609.24-10	08/17/2011	NONSTOCKING ITEMS-P.U.D.	1771518	285267	02/2012	1,963.50	
512-8400-623.24-50	08/17/2011	NONSTOCKING ITEMS-P.U.D.	1795994	285267	02/2012	117.20	
211-3132-433.22-90	08/18/2011	MISC SERVICES	1783638-1	285267	02/2012	8.61	
211-3132-433.22-90	08/18/2011	MISC SERVICES	1787748	285267	02/2012	330.72	
211-3132-433.22-90	08/18/2011	MISC SERVICES	1788276	285267	02/2012	78.59	
211-3132-433.22-90	08/18/2011	MISC SERVICES	1788276-1	285267	02/2012	57.83	
211-3132-433.22-90	08/18/2011	MISC SERVICES	1791510	285267	02/2012	295.75	
211-3132-433.22-90	08/18/2011	MISC SERVICES	1794236	285267	02/2012	330.41	

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211-3132-433.22-90	08/18/2011	MISC SERVICES	1799264	285267 02/2012 95.50
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502-0000-141.00-00	08/22/2011	WATER PARTS AND SUPPLIES	1801119	02/2012 1,023.19
502-0000-141.00-00	08/22/2011	WATER PARTS AND SUPPLIES	1801144	02/2012 104.44
502-0000-141.00-00	08/22/2011	SYSTEMS	1801144	02/2012 297.19
502-0000-141.00-00	08/22/2011	SYSTEMS	1801192	02/2012 641.30
502-0000-141.00-00	08/22/2011	WATER PARTS AND SUPPLIES	1800673	02/2012 10,676.00
512-8400-623.24-50	08/23/2011	NONSTOCKING ITEMS-P.U.D.	1796741	285267 02/2012 436.32
561-7112-711.24-50	08/23/2011	NONSTOCKING ITEMS-P.U.D.	1796914	285267 02/2012 5,693.21
502-0000-141.00-00	08/24/2011	SYSTEMS	18011441	02/2012 95.51
502-7312-602.23-80	08/24/2011	NONSTOCKING ITEMS-P.U.D.	1803421	285267 02/2012 62.85
502-0000-141.00-00	08/25/2011	SYSTEMS	18011442	02/2012 1,421.25
512-8314-622.24-50	08/25/2011	NONSTOCKING ITEMS-P.U.D.	1804108	285267 02/2012 8.87
502-0000-141.00-00	08/26/2011	WATER PARTS AND SUPPLIES	18011444	02/2012 64.17
502-0000-141.00-00	08/29/2011	SYSTEMS	18011443	02/2012 107.28
502-0000-141.00-00	08/29/2011	WATER PARTS AND SUPPLIES	18011445	02/2012 7.29
502-7400-603.24-50	08/29/2011	NONSTOCKING ITEMS-P.U.D.	1767487	285267 02/2012 1,893.00
502-7400-603.24-50	08/29/2011	NONSTOCKING ITEMS-P.U.D.	1800726	285267 02/2012 289.00
512-8400-623.24-50	08/30/2011	NONSTOCKING ITEMS-P.U.D.	1793225	285267 02/2012 890.00
512-8400-623.24-50	08/30/2011	NONSTOCKING ITEMS-P.U.D.	1804044	285267 02/2012 87.95
512-8400-623.24-50	08/30/2011	NONSTOCKING ITEMS-P.U.D.	1804938	285267 02/2012 120.98
502-0000-141.00-00	08/31/2011	WATER PARTS AND SUPPLIES	18011191	02/2012 57.00
601-0000-141.00-00	09/02/2011	MP	1805150	03/2012 42.88
150-2226-422.23-20	09/02/2011	MP	1805964	285267 03/2012 10.72
512-8400-623.24-50	09/12/2011	NONSTOCKING ITEMS-P.U.D.	1808014	285267 03/2012 73.56
512-8400-623.24-50	09/12/2011	NONSTOCKING ITEMS-P.U.D.	1808615	285267 03/2012 271.68
211-3132-433.22-90	09/13/2011	MISC SERVICES	1783638-1	285267 03/2012 58.00
211-3132-433.22-90	09/13/2011	MISC SERVICES	1795985	285267 03/2012 131.49
150-2231-422.23-20	09/20/2011	MP	1756321-CB	285267 03/2012 113.93-
09/23/2011	749098	NORTHWESTERN ENERGY	15771	251,147.97
561-7117-711.34-10	09/19/2011	1341295-2	091911	F13466 03/2012 226.22
561-7117-711.34-10	09/19/2011	1341291-1	091911	F13466 03/2012 49.07
561-7117-711.34-10	09/19/2011	1341289-5	091911	F13466 03/2012 57.66
561-7117-711.34-10	09/19/2011	1341288-7	091911	F13466 03/2012 334.17
561-7117-711.34-10	09/19/2011	1264299-7	091911	F13466 03/2012 722.41
561-7113-711.34-10	09/19/2011	1647695-4	091911	F13466 03/2012 20.99
561-7117-711.34-10	09/19/2011	1669567-8	091911	F13466 03/2012 912.28
150-2221-422.23-10	09/20/2011	FIRE6:ELEC/3620 KWH	0100477-9 11-08	285707 03/2012 390.20
502-7400-603.34-10	09/20/2011	MISC SERVICES	01004852 SEP11	287524 03/2012 1,232.59
512-8400-623.34-10	09/20/2011	MISC SERVICES	01005917 SEP11	287524 03/2012 51,074.16
502-7314-602.34-10	09/20/2011	MISC SERVICES	01006063 SEP11	287524 03/2012 6,728.59
502-7400-603.34-10	09/20/2011	MISC SERVICES	01006063 SEP11	287524 03/2012 134,571.95
502-7400-603.34-10	09/20/2011	MISC SERVICES	01006063 SEP11	287524 03/2012 35,885.85
512-8314-622.34-10	09/20/2011	MISC SERVICES	01006063 SEP11	287524 03/2012 2,242.87
512-8500-625.34-10	09/20/2011	MISC SERVICES	17568932 SEP11	287524 03/2012 144.23
502-7400-603.34-10	09/20/2011	MISC SERVICES	19059435 SEP11	287524 03/2012 6.95
561-7113-711.34-10	09/19/2011	0100484-5	091911-1	F13473 03/2012 2,193.95
561-7113-711.34-10	09/19/2011	0100483-7	091911-1	F13473 03/2012 2,039.21
607-2235-486.34-10	09/22/2012	NW FIRE	07215809	03/2012 313.78

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10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07222516	03/2012 247.81
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07222540	03/2012 .28
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07222557	03/2012 90.51
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07222631	03/2012 102.22
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07222664	03/2012 23.52
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07222698	03/2012 15.67
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07222920	03/2012 11.57
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07222938	03/2012 45.81
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07229057	03/2012 11.11
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07229339	03/2012 296.16
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07230352	03/2012 304.81
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07230360	03/2012 8.25
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07230378	03/2012 183.53
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07230428	03/2012 35.94
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07230485	03/2012 93.45
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07230501	03/2012 170.48
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07230543	03/2012 508.21
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07230550	03/2012 7.72
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07230568	03/2012 34.24
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07230576	03/2012 7.30
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07230584	03/2012 22.04
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07231624	03/2012 7.30
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07236441	03/2012 7.30
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07236458	03/2012 7.84
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	07894371	03/2012 22.05
211-3132-433.34-10	09/22/2012	NW PUBLIC WORKS	08554040	03/2012 9.15
10-5112-452.34-10	09/22/2012	NW PARK/REC/PL	09254962	03/2012 351.77
650-1566-487.34-10	09/22/2012	NW PARK/REC/PL	09758087	03/2012 413.00
872-5198-452.34-10	09/22/2012	NW PARK/REC/PL	10458131	03/2012 67.73
502-7400-603.34-10	09/22/2012	NW PUD	11164522	03/2012 1,133.27
561-7117-711.34-10	09/22/2012	NW PUD	11389269	03/2012 49.59
650-1566-487.34-10	09/22/2012	ACCOUNTS PAYABLE	11608023	03/2012 1,285.13
650-1566-487.34-10	09/22/2012	ACCOUNTS PAYABLE	11608049	03/2012 2,455.77
650-1566-487.34-10	09/22/2012	NW	12693917	03/2012 3,949.97
09/23/2011	749108	NORTHWESTERN ENERGY	15784	142,722.67
211-3132-433.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE SIGNALS	03/2012 10,782.25
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712544-6	03/2012 468.85
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712545-3	03/2012 481.46
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712546-1	03/2012 1,416.13
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0721276-4	03/2012 3,827.86
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0721277-2	03/2012 1,892.12
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712553-7	03/2012 1,163.65
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712554-5	03/2012 88.77
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712556-0	03/2012 424.84
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712557-8	03/2012 13,623.24
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712558-6	03/2012 1,521.21
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712559-4	03/2012 2,489.01

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712560-2		03/2012	1,661.44
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712561-0		03/2012	4,034.88
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712562-8		03/2012	167.93
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712563-6		03/2012	896.65
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712564-4		03/2012	210.98
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712565-1		03/2012	553.81
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712566-9		03/2012	3,055.99
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712567-7		03/2012	219.88
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712568-5		03/2012	144.47
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712570-1		03/2012	2,373.49
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712571-9		03/2012	180.34
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712572-7		03/2012	316.46
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712573-5		03/2012	923.01
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712574-3		03/2012	369.20
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712575-0		03/2012	184.61
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712576-8		03/2012	676.27
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712577-6		03/2012	473.38
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712578-4		03/2012	316.46
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810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712581-8		03/2012	222.07
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712582-6		03/2012	512.46
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712583-4		03/2012	495.92
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712584-2		03/2012	439.03
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810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712586-7		03/2012	712.05
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712587-5		03/2012	237.34
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712588-3		03/2012	551.96
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712589-1		03/2012	26.28
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712590-9		03/2012	450.84
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712591-7		03/2012	342.84
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712592-5		03/2012	443.10
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712593-3		03/2012	1,262.10
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712594-1		03/2012	721.36
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712595-8		03/2012	606.56
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712596-6		03/2012	4,128.57
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712597-4		03/2012	518.47
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712598-2		03/2012	1,172.20
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712599-0		03/2012	474.71
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712600-6		03/2012	879.14
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712601-4		03/2012	764.79
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712602-2		03/2012	1,035.91
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810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712604-8		03/2012	1,014.40
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712605-5		03/2012	57.28
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712606-3		03/2012	611.65
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712607-1		03/2012	360.67
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712608-9		03/2012	843.92
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712609-7		03/2012	225.44
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712610-5		03/2012	541.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712611-3	512.47
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712612-1	1,127.11
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712613-9	946.76
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712614-7	315.58
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712615-4	40.91
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712616-2	247.96
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712617-0	495.92
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712618-8	338.13
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712619-6	1,608.69
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712620-4	563.55
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712621-2	1,127.09
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712622-0	360.67
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712623-8	135.26
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712624-6	572.19
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712625-3	225.44
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712626-1	270.50
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712627-9	225.44
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712628-7	1,172.20
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712629-5	402.71
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712630-3	293.05
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712631-1	721.36
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712632-9	236.78
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712633-7	197.30
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712634-5	63.48
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712635-2	63.48
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712636-0	112.71
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712637-8	67.71
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712638-6	473.38
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712639-4	728.13
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712640-2	16.93
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712641-0	303.71
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712642-8	32.73
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712643-6	315.58
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810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712645-1	226.95
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712646-9	518.47
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712647-7	76.19
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712648-5	42.34
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712649-3	42.34
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712650-1	25.40
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810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712652-7	135.26
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712653-5	351.66
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712654-3	194.99
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712655-0	8.18
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712656-8	66.86
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712657-6	101.56
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712658-4	1,718.98
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712659-2	318.02
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712660-0	271.73

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712661-8	549.75
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712662-6	764.79
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712663-4	395.58
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712664-2	923.02
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712665-9	553.81
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712666-7	2,399.86
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712667-5	739.23
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712668-3	435.31
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712669-1	464.89
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712670-9	147.97
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712671-7	383.21
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712672-5	14.03
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712673-3	90.17
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712674-1	355.16
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712675-8	589.29
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712676-6	79.11
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712677-4	105.49
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712678-2	81.56
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712679-0	316.46
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712680-8	769.82
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712681-6	2,324.69
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0718734-7	2,610.83
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1301786-8	13.20
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0719001-0	179.93
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0718801-4	3,745.39
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0719162-0	527.44
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0719644-7	1,896.75
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0719763-5	133.70
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0720813-5	127.18
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0720360-7	778.85
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0720606-3	2,484.81
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1301786-8	12.18
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0720810-1	953.52
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0720705-3	474.71
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0720937-2	2,991.84
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0720716-0	665.20
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0721427-3	145.86
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0721556-9	334.40
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0721684-9	35.91
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0833098-7	69.06
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0906944-4	388.87
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0995095-7	950.06
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0905005-5	2,682.23
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0926386-4	192.39
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0907926-0	59.18
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0961926-3	422.09
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1058710-3	788.44
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1087619-1	207.17
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1124127-0	58.50
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1045653-1	641.26

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1079722-3		03/2012	329.55	
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1172743-5		03/2012	335.65	
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1206985-2		03/2012	322.48	
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1296582-8		03/2012	226.86	
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1246537-3		03/2012	82.78	
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1303978-9		03/2012	1,704.97	
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1685375-6		03/2012	311.19	
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1433921-2		03/2012	95.41	
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1481532-8		03/2012	580.18	
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1481534-4		03/2012	225.44	
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1481535-1		03/2012	450.84	
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1481536-9		03/2012	105.49	
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1481537-7		03/2012	1,211.93	
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1481539-3		03/2012	202.87	
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1481540-1		03/2012	180.34	
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1662840-6		03/2012	384.50	
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1687005-7		03/2012	1,701.71	
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1607534-3		03/2012	188.92	
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1695873-8		03/2012	1,042.85	
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 1740353-6		03/2012	183.51	
810-3183-431.34-10	09/30/2011	LIGHT MAINT TRANSFER	NWE 0712569-3		03/2012	49.07	
09/23/2011	749113	PALM TREE CONSTRUCTION	2869			5,275.00	
505-7515-609.36-71	09/20/2011	MISC SERVICES	376821	287505	03/2012	775.00	
505-7515-609.36-71	09/20/2011	MISC SERVICES	376823	287505	03/2012	4,500.00	
09/23/2011	749126	PUBLIC UTILITIES	5022			23,177.01	
512-8400-623.34-20	09/22/2011	PUD - WATER BILLS	187212152		03/2012	1,291.42	
872-5198-452.34-20	09/22/2011	PUD - WATER BILLS	676333936	40%	03/2012	1,105.10	
10-5112-452.34-20	09/22/2011	PUD - WATER BILLS	676333936	60%	03/2012	1,657.66	
872-5198-452.34-20	09/22/2011	PUD - WATER BILLS	11828118660		03/2012	3,365.96	
872-5198-452.34-20	09/22/2011	PARK FALCON RIDGE	13019519760		03/2012	1,604.62	
872-5198-452.34-20	09/22/2011	PARK FALCON RIDGE	13019521993		03/2012	162.68	
872-5198-452.34-20	09/22/2011	PARK COPPER RIDGE LOOP	13592326953		03/2012	1,533.15	
872-5198-452.34-20	09/22/2011	PARKS	13592722571		03/2012	1,315.08	
872-5198-452.34-20	09/22/2011	PARK AMELIA CIR	13592526964		03/2012	576.54	
872-5198-452.34-20	09/22/2011	PUD - WATER BILLS	11498915890		03/2012	4,027.74	
872-5198-452.34-20	09/22/2011	PUD - WATER BILLS	11498915891		03/2012	6,537.06	
09/23/2011	749127	QWEST COMMUNICATIONS	6319			7,431.17	
225-2232-422.34-50	09/14/2011	QWEST SEPT 2011 2ND PAY	252-1190		03/2012	7,035.81	
521-1592-493.34-50	09/14/2011	QWEST SEPT 2011 2ND PAY	252-2041		03/2012	43.12	
601-1550-481.34-50	09/14/2011	QWEST SEPT 2011 2ND PAY	256-5047		03/2012	44.62	
561-7110-711.34-50	09/14/2011	QWEST SEPT 2011 2ND PAY	256-7070		03/2012	44.13	
225-2232-422.34-50	09/14/2011	QWEST SEPT 2011 2ND PAY	651-0282		03/2012	43.12	
150-2111-421.34-50	09/14/2011	QWEST SEPT 2011 2ND PAY	656-1046		03/2012	43.12	
240-4301-419.72-14	09/14/2011	QWEST SEPT 2011 2ND PAY	656-9578		03/2012	28.50	
240-4301-419.72-14	09/14/2011	QWEST SEPT 2011 2ND PAY	656-9604		03/2012	28.50	
10-5140-436.34-50	09/21/2011	QWEST SEPT 2011 3RD PAY	652-0269		03/2012	43.12	
10-5112-452.34-50	09/21/2011	QWEST SEPT 2011 3RD PAY	652-5507		03/2012	44.13	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
10-5121-451.34-50	09/21/2011	QWEST SEPT 2011 3RD PAY	652-8403		03/2012	33.00	
09/23/2011 749128		RAPID VIEW LLC	21858			30,966.00	
513-8591-625.94-10	09/15/2011	NONSTOCKING ITEMS-P.U.D.	33994	287250	03/2012	30,966.00	
09/23/2011 749136		REPORTER BIG SKY OFFICE INC	3175			4,941.39	
502-7311-602.21-90	09/15/2011	NONSTOCKING ITEMS-P.U.D.	4690860	287252	03/2012	51.73	
512-8311-622.21-90	09/15/2011	NONSTOCKING ITEMS-P.U.D.	4690860	287252	03/2012	51.73	
150-2226-422.21-20	09/20/2011	FIRE:CHAIR REPAIR	460481-0 FIRE	287470	03/2012	70.00	
150-2226-422.24-50	09/20/2011	WALL CLOCK 12	465018-0 FIRE	287470	03/2012	23.32	
150-2226-422.24-50	09/20/2011	FIRE:BUNN FILTERS	465494-0 FIRE	287470	03/2012	14.95	
150-2221-422.21-90	09/20/2011	FIRE:TAPE DISPENSER	465495-0 FIRE	287470	03/2012	8.93	
150-2221-422.21-90	09/20/2011	FIRE:LAMINATION POUCHES	466027-0 FIRE	287470	03/2012	48.99	
150-2221-422.21-90	09/20/2011	FIRE:1" ROUND RINGS	467220-0 FIRE	287470	03/2012	13.97	
150-2221-422.21-90	09/20/2011	FIRE:SUPPLIES	470400-0 FIRE	287470	03/2012	53.69	
150-2225-422.24-50	09/20/2011	911:TONER/PAPER/SANITIZER	471192-0 911	287470	03/2012	45.63	
150-2225-422.32-40	09/20/2011	911:TONER/PAPER/SANITIZER	471192-0 911	287470	03/2012	154.93	
150-2225-422.32-40	09/20/2011	911:TONER/PAPER/SANITIZER	471192-0 911	287470	03/2012	35.90	
150-2225-422.32-40	09/20/2011	911:INK CARTRIDGES	471192-1 911	287470	03/2012	59.98	
620-1911-482.53-70	09/22/2011	MISC SERVICES	443897-0	284489	03/2012	4,307.64	
09/23/2011 749139		RIMROCK FOUNDATION	3210			14,409.21	
246-1253-412.35-90	09/16/2011	BAMDC-AUGUST 2011	2012-3	287401	03/2012	4,185.64	
738-1264-412.35-60	09/16/2011	SAMHSA-AUGUST 2011	2012-3	287402	03/2012	4,020.88	
738-1264-412.35-90	09/16/2011	SAMHSA-AUGUST 2011	2012-3	287402	03/2012	3,129.46	
738-1264-412.37-30	09/16/2011	SAMHSA-AUGUST 2011	2012-3	287402	03/2012	34.82	
738-1264-412.39-90	09/16/2011	SAMHSA-AUGUST 2011	2012-3	287402	03/2012	3,038.41	
09/23/2011 749141		SAFEGUARD BUSINESS SYSTEMS INC	21560			3,168.70	
150-2150-421.32-10	09/16/2011	MISC SERVICES	INV	287333	03/2012	3,053.60	
150-2150-421.32-10	09/21/2011	INVOICE 027222331 - CPC C	027222331	F13483	03/2012	115.10	
09/23/2011 749142		SAFETECH, INC	17952			5,250.00	
563-7122-711.92-90	09/19/2011	INVOICE #7589	7589	F13460	03/2012	5,250.00	
09/23/2011 749145		SANDERSON STEWART	20446			121,956.21	
233-4370-419.93-90	09/12/2011	SWORDS PRK 1099 60 32646	SWORDS PRK 1099	283255	03/2012	20,793.54	
233-4370-419.93-90	09/12/2011	SWORDS PARK 1099	SWORDSPRK 32753	283255	03/2012	5,262.97	
503-7591-609.93-40	09/21/2011	WO1101 2011 WTR REPLCMNT	11/32823	279237	03/2012	95,899.70	
09/23/2011 749150		SEON DESIGN INCORPORATED	21808			200,225.00	
411-7151-713.94-80	09/14/2011	MISC SERVICES	31258	285582	03/2012	200,225.00	
09/23/2011 749153		SHERWIN WILLIAMS	3417			3,418.29	
502-7400-603.24-50	09/14/2011	MISC SERVICES	2228.1	287302	03/2012	20.28	
512-8400-623.24-50	09/14/2011	MISC SERVICES	5586.0	287302	03/2012	36.25	
502-7400-603.24-50	09/20/2011	MISC SERVICES	2456.8	287489	03/2012	20.37	
502-7314-602.24-50	09/20/2011	MISC SERVICES	5770.0	287489	03/2012	39.83	
512-8314-622.24-50	09/20/2011	MISC SERVICES	5770.0	287489	03/2012	26.56	
561-7113-711.36-50	09/19/2011	INVOICE #5633-7	5633-7	F13469	03/2012	3,275.00	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
150-2111-421.34-50	09/20/2011	VERIZON SEPT 2011	POLICE	03/2012 3,112.59
251-2187-421.34-50	09/20/2011	VERIZON SEPT 2011	POLICE FORENSIC	03/2012 74.44
150-2111-421.34-50	09/20/2011	VERIZON SEPT 2011	POLICE RESOURCE	03/2012 359.54
249-2196-421.34-50	09/20/2011	VERIZON SEPT 2011	698 1391 DV	03/2012 22.61
521-1521-493.34-50	09/20/2011	VERIZON SEPT 2011	PARKING	03/2012 47.44
10-5110-453.34-50	09/20/2011	VERIZON SEPT 2011	PRPL ADM	03/2012 67.47
10-5121-451.34-50	09/20/2011	VERIZON SEPT 2011	PRPL-RECREATION	03/2012 126.51
10-5121-451.34-50	09/20/2011	VERIZON SEPT 2011	PRPL-SEASONAL	03/2012 156.54
10-5140-436.34-50	09/20/2011	VERIZON SEPT 2011	CEMETERY	03/2012 35.72
10-5112-452.34-50	09/20/2011	VERIZON SEPT 2011	PARKS PMD	03/2012 43.55
10-5112-452.34-50	09/20/2011	VERIZON SEPT 2011	PARKS	03/2012 1,601.09
10-5112-452.34-50	09/20/2011	VERIZON SEPT 2011	PARKS IRRIGATION	03/2012 217.65
10-1543-415.34-50	09/20/2011	VERIZON SEPT 2011	PURCHASING	03/2012 83.91
660-3110-431.34-50	09/20/2011	VERIZON SEPT 2011	PW ADM	03/2012 113.02
209-4451-428.34-50	09/20/2011	VERIZON SEPT 2011	BUILDING	03/2012 161.62
670-3141-489.34-50	09/20/2011	VERIZON SEPT 2011	ENGINEERING	03/2012 641.18
541-3121-435.34-50	09/20/2011	VERIZON SEPT 2011	SOLID WASTE	03/2012 48.90
211-3132-433.34-50	09/20/2011	VERIZON SEPT 2011	STREET/TRAFFIC	03/2012 330.73
541-3123-435.34-50	09/20/2011	VERIZON SEPT 2011	SW ON CALL	03/2012 86.87
502-7500-609.34-50	09/20/2011	VERIZON SEPT 2011	DIST & COLL 60%	03/2012 647.60
512-8500-625.34-50	09/20/2011	VERIZON SEPT 2011	DIST & COLL 40%	03/2012 431.73
502-7700-611.34-50	09/20/2011	VERIZON SEPT 2011	PUD ENVIRN 1/2	03/2012 19.18
512-8700-628.34-50	09/20/2011	VERIZON SEPT 2011	PUD ENVIRN 1/2	03/2012 19.18
502-7400-603.34-50	09/20/2011	VERIZON SEPT 2011	WATER TREATMENT	03/2012 811.48
502-7312-602.34-50	09/20/2011	VERIZON SEPT 2011	PWBLKNP MTRSHOP	03/2012 432.86
502-7311-602.34-50	09/20/2011	VERIZON SEPT 2011	PWBLKNP OFF 60%	03/2012 69.05
512-8311-622.34-50	09/20/2011	VERIZON SEPT 2011	PWBLKNP OFF 40%	03/2012 46.03
502-7314-602.34-50	09/20/2011	VERIZON SEPT 2011	PWBLKNP STOR75%	03/2012 86.31
512-8314-622.34-50	09/20/2011	VERIZON SEPT 2011	PWBLKNP STOR25%	03/2012 28.77
512-8400-623.34-50	09/20/2011	VERIZON SEPT 2011	WASTEWATER TREA	03/2012 1,074.61
606-1931-484.34-50	09/20/2011	VERIZON SEPT 2011	TELECOMM SYS	03/2012 22.61
571-7142-713.31-60	09/20/2011	VERIZON SEPT 2011	ON-CALL MET	03/2012 92.06
571-7141-713.34-50	09/20/2011	VERIZON SEPT 2011	MET TRANSIT	03/2012 51.81
10-4321-419.34-50	09/20/2011	VERIZON SEPT 2011	CODE ENFORCMENT	03/2012 149.20
150-2170-441.34-50	09/20/2011	VERIZON WSCA SEPT 2011	AN SHELTER MDT	03/2012 215.05
717-2166-421.34-50	09/20/2011	VERIZON WSCA SEPT 2011	CCSIU CELL/PTT	03/2012 482.66
717-2166-421.34-50	09/20/2011	VERIZON WSCA SEPT 2011	CCSIU AIR CARD	03/2012 43.01
717-2166-421.34-50	09/20/2011	VERIZON WSCA SEPT 2011	CCSIU RAVEN	03/2012 86.02
150-2221-422.34-50	09/20/2011	VERIZON WSCA SEPT 2011	FIRE MIFI	03/2012 43.01
150-2221-422.34-50	09/20/2011	VERIZON WSCA SEPT 2011	FIRE MDT	03/2012 688.20
620-1911-482.34-50	09/20/2011	VERIZON WSCA SEPT 2011	ITD AIR CARD	03/2012 86.02
260-5517-455.34-50	09/20/2011	VERIZON WSCA SEPT 2011	LIBRARYOUTREACH	03/2012 129.03
150-2111-421.34-50	09/20/2011	VERIZON WSCA SEPT 2011	MDT TOUGHBOOK	03/2012 3,539.36
150-2111-421.34-50	09/20/2011	VERIZON WSCA SEPT 2011	POLICE ICAC	03/2012 43.01
150-2111-421.34-50	09/20/2011	VERIZON WSCA SEPT 2011	POLICE USM MDT	03/2012 165.94
10-5112-452.34-50	09/20/2011	VERIZON WSCA SEPT 2011	PARKS PMD AIR	03/2012 43.01
209-4451-428.34-50	09/20/2011	VERIZON WSCA SEPT 2011	BUILDING AIR	03/2012 301.11
670-3141-489.34-50	09/20/2011	VERIZON WSCA SEPT 2011	ENG AIR CARD	03/2012 43.01
502-7500-609.34-50	09/20/2011	VERIZON WSCA SEPT 2011	PUD AIR CARD60%	03/2012 25.81
512-8500-625.34-50	09/20/2011	VERIZON WSCA SEPT 2011	PUD AIR CARD40%	03/2012 17.20

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
10-4321-419.34-50	09/20/2011	VERIZON WSCA SEPT 2011		CODE ENFORCEMT		03/2012	86.23
571-7147-713.31-60	09/19/2011	ACCOUNT# 770599076-0001		1010687263	F13465	03/2012	173.62
09/23/2011	749200	WELLS FARGO BANK-LOAN PAYMENT	16716				5,796.00
723-6595-465.62-00	09/22/2011	MISC SERVICES		1609108243	287592	03/2012	5,796.00
09/23/2011	749203	WESTERN SECURITY BANK	16462				5,796.00
723-6595-465.62-00	09/22/2011	MISC SERVICES		2157001592	287595	03/2012	5,796.00
09/23/2011	749204	WINGFOOT COMMERCIAL TIRE	15322				3,681.19
211-3132-433.23-90	08/29/2011	MP		176-1032260	285272	02/2012	156.13
211-3132-433.23-90	09/02/2011	MP		176-1032171	285272	03/2012	48.25
150-2226-422.23-90	09/02/2011	MP		176-1032233	285272	03/2012	205.38
150-2226-422.23-90	09/02/2011	MP		176-1032233	285272	03/2012	1,619.60
211-3132-433.23-90	09/02/2011	MP		176-1032289	285272	03/2012	27.92
150-2226-422.23-90	09/21/2011	MP		176-1032157	285272	03/2012	1,046.10
211-3132-433.23-90	09/21/2011	MP		176-1032184	285272	03/2012	577.81
09/23/2011	749210	YELLOWSTONE COUNTY FINANCE DPT	16736				23,870.00
150-2111-421.35-90	09/21/2011	MISC SERVICES		PRISONER	287553	03/2012	23,870.00
09/23/2011	749213	YELLOWSTONE VALLEY ELEC	4174				7,706.35
150-2221-422.34-10	09/20/2011	FIRE7/PD3/ELEC/5929KWH		179013 11-08 F7	285903	03/2012	701.35
607-2235-486.34-10	09/20/2011	LANDFILL TWR/ELEC 2518KWH		4179002 11-08	285905	03/2012	265.32
607-2235-486.34-10	09/20/2011	TANK TWR/ELEC/2898 KWH		4179004 11-08	285905	03/2012	296.37
810-3183-431.34-10	09/20/2011	SILMD 299 VINTAGE ESTATES		ACCT# 4179014	287455	03/2012	364.67
512-8400-623.34-10	09/20/2011	MISC SERVICES		4179008 SEP11	287523	03/2012	2,017.75
512-8500-625.34-10	09/20/2011	MISC SERVICES		4179008 SEP11	287523	03/2012	142.58
512-8500-625.34-10	09/20/2011	MISC SERVICES		4179010 SEP11	287523	03/2012	125.86
512-8500-625.34-10	09/20/2011	MISC SERVICES		4179011 SEP11	287523	03/2012	19.00
512-8500-625.34-10	09/20/2011	MISC SERVICES		4179015 SEP11	287523	03/2012	248.56
502-7400-603.34-10	09/20/2011	MISC SERVICES		7179006 SEP11	287523	03/2012	2,639.17
512-8400-623.34-10	09/20/2011	MISC SERVICES		7179006 SEP11	287523	03/2012	59.09
541-3123-435.34-10	09/21/2011	POWER AT LF		4179000	287155	03/2012	826.63

DATE RANGE TOTAL * 2,383,015.60 *

Regular City Council Meeting

Meeting Date: 10/24/2011

TITLE: Payment of Claims September 29, 2011.

PRESENTED BY: Pat M. Weber, Finance Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$141,505.55 have been audited and are presented for your approval for payment. A complete listing of the claims dated September 29, 2011, 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 the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

List of claims greater then \$2500.

Report

Check	Vendor	Amount	Date	Status Changed By	Payment Type
749227	Ebms	64,411.80	09/29/2011	bestm	Check
749260	Northwestern Energy-Billing Dv	13,976.64	09/29/2011	bestm	Check
749259	Northwestern Energy	11,799.68	09/29/2011	bestm	Check
749226	Downtown Billings Bid, Inc.	6,626.00	09/29/2011	bestm	Check
749236	Jtl Group Inc DbA Knife River	4,480.62	09/29/2011	bestm	Check
749268	Qwest Communications	3,753.57	09/29/2011	bestm	Check
749233	Integrated Information Solutions In	3,729.00	09/29/2011	bestm	Check
749255	Mt Waterworks	3,497.42	09/29/2011	bestm	Check
749267	Project Sheet Metal & Welding	3,170.00	09/29/2011	bestm	Check
749282	Sundown Security	2,759.00	09/29/2011	bestm	Check
		118,203.73			

Regular City Council Meeting

Meeting Date: 10/24/2011

TITLE: Resolution Granting the City Administrator Signature Authority to Sell Properties Under the Neighborhood Stabilization Program

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

City staff requests that the City Council approve the attached resolution granting authority for the City Administrator to sell properties under the Neighborhood Stabilization Program (NSP) to ensure long-term stabilization of the properties.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the resolution granting the City Administrator signature authority to sell properties under the NSP to ensure long-term stabilization of properties.
- Do not approve the resolution granting the City Administrator signature authority to sell the properties. If the City Administrator is not granted this authority, the City Council will need to approve each sales transaction as it occurs and authorize the Mayor to sign the required documents.

FINANCIAL IMPACT

The Community Development Division applied for and received over \$569,000 to purchase three properties and pay for needed rehabilitation. Proceeds from the sale of NSP properties will be retained to fund future NSP projects.

The City is paying approximately \$250 per month on each of the three properties. This includes utilities, periodic property taxes, insurance, and maintenance expenses. Not selling the properties will continue to deplete available funds, thus reducing the City's ability to effectively perpetuate the NSP program into the future.

BACKGROUND

The City of Billings secured over \$569,000 in funding through the Montana Department of Commerce (MDOC) Neighborhood Stabilization Program (NSP). Funding for the program was made available through the Housing and Economic Recovery Act of 2008 and must be used to acquire and redevelop foreclosed properties that might otherwise become sources of abandonment and blight within communities.

The Community Development Division has acquired three vacant, foreclosed properties to date. Rehabilitation work to bring the units into compliance with applicable rehabilitation laws, codes and other requirements relating to housing safety, quality, and habitability is now complete. The rehabilitation work focused on preservation, improving energy efficiency or conservation, or providing renewable energy source(s). The City strategically incorporated modern green building and energy efficiency improvements to provide for long-term affordability and increased sustainability and attractiveness of the housing and neighborhoods. All properties were purchased at minimum discount from either the U.S. Department of Housing and Urban Development or a financial institution. All NSP housing must be used as the primary residence for purchasers. The final sales price will be no greater than the initial acquisition and rehabilitation costs or appraised value, as per federal mandate.

HUD rules preempt City Code 22-902, Sale, Disposal, or lease of City Property. Therefore, there will be public notice of the sale, but notification will not be mailed to adjacent property owners and there would be no City Council public hearing.

As specified in the City's NSP plan, prospective, pre-qualified households are being screened for purchase through a grantor-approved (MDOC) process via the First Time Homebuyer program. At least one of the homes must be purchased by a household with income less than 50% of the Area Median Income (AMI) and be pre-qualified for a loan that does not exceed 30% of their adjusted gross income. The City will be offering the properties for sale to pre-qualified households based on the completed application date (first-come-first served). Sales price must be based on the current appraised value, or the cost of acquisition in addition to rehabilitation, whichever total is lower. The three houses have been appraised as follows.

1039 Custer Ave	\$151,000
1128 Lynn Ave	\$132,000
3701 Cambridge	\$142,000

Staff does not anticipate the sale price of any NSP houses will exceed \$160,000. Because of the above stringent NSP policies and procedures outlined above, granting the City Administrator authority to sell NSP properties will simplify and speed up the sale process, which will in turn more quickly place the properties back on the tax rolls and reduce the City's monthly insurance, utility and maintenance expenditures.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

The City Council previously approved the following:

- Substantial Amendment to the 2008-2009 Consolidated Plan
- Neighborhood Stabilization Program

RECOMMENDATION

Staff recommends that the City Council approve the resolution granting the City Administrator authority to sell NSP properties through the end of the NSP program in March 2013.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution

RESOLUTION NO. 11-

A RESOLUTION GRANTING THE CITY ADMINISTRATOR SIGNATURE AUTHORITY TO SELL PROPERTIES AS A FUNCTION OF THE OF THE NEIGHBORHOOD STABILIZATION PROGRAM.

WHEREAS the City of Billings applied to the Montana Department of Commerce for a maximum of \$2,687,350 in Neighborhood Stabilization Program funding on July 27, 2009, to acquire, rehabilitate and offer affordable housing opportunities to low, moderate, and middle income households;

WHEREAS the funding for the Neighborhood Stabilization Program was authorized through the Housing and Economic Recovery Act of 2008 to prevent the deterioration of neighborhoods due to foreclosures;

WHEREAS the City of Billings received a finalized contract #MT-NSP-024-01-001 from the Montana Department of Commerce's Neighborhood Stabilization Program on January 25, 2010, authorizing the City of Billings to proceed in implementing the Neighborhood Stabilization Program within the City of Billings limits;

WHEREAS, the City of Billings appropriated Neighborhood Stabilization funding for approved projects during the fiscal year 2010-2011 to implement the program through Budget Amendments on a project-by-project basis;

WHEREAS, the City of Billings has and will continue to purchase vacant, foreclosed properties as part of the Neighborhood Stabilization Program as long as funding allows. All properties were or will be purchased at a minimum discount from either the U.S. Department of Housing and Urban Development or a financial institution;

WHEREAS, the City of Billings has or will complete rehabilitation work to bring the units into compliance with applicable rehabilitation laws, codes and other requirements relating to housing safety, quality, and habitability. The rehabilitation work focused on preservation, improving energy efficiency or conservation, or providing renewable energy source(s) and strategically incorporated modern green building and energy efficiency improvements to provide for long-term affordability and increased sustainability and attractiveness of the housing and neighborhoods;

WHEREAS, HUD rules preempt Billings City Code 22-902, Sale, Disposal, or lease of City Property. Therefore, there will be public notice of each sale, but no notification needs to be mailed to adjacent property owners. A public hearing on each sale also does not need to occur;

WHEREAS, the City of Billings' Neighborhood Stabilization Program requires prospective property purchasers to be pre-qualified households screened for purchase through a grantor (MDOC) approved process via the First Time Homebuyer program. At least one of the homes must be purchased by a household with income less than 50% of the Area Median Income and will be pre-qualified for a loan they can afford at 30% of household adjusted gross income. The

City would offer the properties for sale to pre-qualified households based on the completed application date (first-come-first served);

WHEREAS, all City of Billings' Neighborhood Stabilization Program housing must be used as the purchasers' primary residence; and

WHEREAS, the final sales price will be no greater than the initial acquisition and rehabilitation costs or the post-rehabilitation appraisal value, whichever total is lower, as per federal mandate.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Contract Authority and Execution: The City of Billings hereby authorizes the City Administrator the authority to execute Neighborhood Stabilization Program property sales contracts, closing documents, and any and all other required documents related to the sale of Neighborhood Stabilization Program properties.

Section 2. Duration: The Resolution shall become effective on _____, 2011, and shall cease on the final expenditure date, March 19, 2013, of the Neighborhood Stabilization Program contract #MT-NSP-024-01-001.

Passed and approved this ___ day of _____, 2011.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

Cari Martin, City Clerk

Regular City Council Meeting

Meeting Date: 10/24/2011

TITLE: Public Hearing and Medical Marijuana Moratorium Extension

PRESENTED BY: Brent Brooks

Department: Legal

Information

PROBLEM/ISSUE STATEMENT

The City Council passed Ordinance 10-5512 on May 11, 2010, imposing an immediate moratorium on the opening of any new medical marijuana businesses in the City of Billings. Such interim zoning legislation is authorized by MCA §76-2-306, and effective for a 6-month period provided the City is considering or intends to consider within a reasonable amount of time more permanent zoning proposals. Pursuant to MCA §76-2-306, the City Council may extend the moratorium twice for a period of one year by a two-thirds vote of the Council. The City Council passed Ordinance 10-5523 on September 27, 2010, extending the moratorium until November 11, 2011, at which time the moratorium will expire. The attached ordinance will extend the moratorium for an additional one (1) year period. This is the final extension allowed under this statute. An extension would allow the City to continue to study the effects of medical marijuana businesses and to develop more permanent zoning restrictions. The extension would also allow the City to evaluate any future court decisions or ballot initiatives addressing medical marijuana businesses and related issues. Only one reading of the ordinance is required per MCA 76-2-306.

VOTE REQUIRED: Two-thirds of the Council present and voting.

ALTERNATIVES ANALYZED

MCA 76-2-306 allows the adoption of an interim zoning regulation as a matter of urgency without the review of the City Zoning Commission or the publication of several legal ads in advance of the City Council public hearing. Interim zoning regulations may only be in effect for six (6) months from the date of enactment, and then extended twice for additional one (1) year periods. Billings City Council Ordinance 10-5523 is set to expire on November 11, 2011, at which time new medical marijuana businesses could open in the City of Billings. The contemplated ordinance would extend the moratorium for one (1) additional year until November 11, 2012, upon a **two-thirds** vote of the Council.

The City Council may:

1. Approve the medical marijuana moratorium extension; or,
2. Deny the medical marijuana moratorium extension.

FINANCIAL IMPACT

There is no anticipated cost to the City to extend the medical marijuana moratorium for an additional one (1) year period.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the moratorium extension ordinance.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance

ORDINANCE NO. 11 ____

AN INTERIM ZONING ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, EXTENDING THE MORATORIUM ENACTED BY ORDINANCE 10-5512 AND EXTENDED BY ORDINANCE 10-5523, CONTINUING THE PROHIBITION ON THE OPENING OF ANY NEW ESTABLISHMENTS THAT GROW, SELL OR DISTRIBUTE MEDICAL MARIJUANA FOR AN ADDITIONAL TWELVE (12) MONTH PERIOD.

RECITALS

WHEREAS, on November 2, 2004, through Initiative 148 that placed the issue on the state-wide ballot, Montana voters adopted the Medical Marijuana Act, which was modified substantially by the 2011 Montana Legislature's passage of Senate Bill 423 (the Montana Marijuana Act), hereinafter referred to as "the Act".

WHEREAS, the concerns of local governments about the Act's application in their communities and the parameters under which a local government has authority to regulate its effects remain unresolved; and

WHEREAS, the Act permits the cultivation, manufacture, delivery, transfer, and transportation of marijuana or paraphernalia by a qualifying patient or a provider, as those terms are defined in the Act; and

WHEREAS, establishments that grow, sell or distribute medical marijuana or paraphernalia which opened prior to May 11, 2010 are currently operating within certain zoning districts established by the City of Billings; and

WHEREAS, §76-2-306, MCA, permits a city to adopt an interim zoning ordinance for the preservation of the public peace, property, health, or safety, which may take effect immediately upon passage at one reading; and

WHEREAS, this statute allows the City to adopt an interim zoning ordinance to protect public safety, health, and welfare without following the procedures otherwise required preliminary to the adoption of zoning ordinances, and such interim zoning ordinances may prohibit uses that may be in conflict with a contemplated zoning proposal, which the legislative body is considering or intends to study within a reasonable amount of time; and

WHEREAS, the City Council of the City of Billings has determined that the operation of establishments that grow, sell or distribute medical marijuana or paraphernalia within the City limits of Billings, could be immediately detrimental to, harmful to, and a threat to the peace, property, health, safety, and welfare of the City and its inhabitants, until such time as the City has had an opportunity to further study such issue and an opportunity to adopt more permanent appropriate ordinances, zoning or otherwise, to appropriately deal with any such establishments; and

WHEREAS, after first having provided lawful public notice, as required by §76-2-306 (2), MCA, the City Council conducted a public hearing on May 10, 2010, with respect to this proposed Ordinance, and invited public comment; and

WHEREAS, the City adopted the proposed six month interim Ordinance on May 11, 2010, which was set to expire on November 11, 2010; and

WHEREAS, the City adopted a one (1) year extension of the interim Ordinance on September 27, 2010, which will expire on November 11, 2011; and

WHEREAS, the City intends to further study this issue, and ultimately adopt more permanent appropriate ordinances, zoning or otherwise, to appropriately deal with such establishments; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Billings, Montana, as follows:

Section 1: All of the recitals set forth above are hereby adopted as Findings of Fact.

Section 2: The terms “marijuana,” “paraphernalia,” “registered cardholder”, “cardholder” and “provider” shall have the same meaning attributed to those terms by “the Act”.

Section 3: The City Council of the City of Billings hereby directs City Administration, the City-County Planning Division, the Billings Police Department and the City Legal Department to continue to investigate and study the effect of the opening of establishments that grow, sell or distribute medical marijuana or paraphernalia and to make recommendations concerning new zoning ordinances that could be adopted to better regulate and/or deal with such establishments, to limit, prohibit, or abate any negative effect implicating the health, safety and/or welfare of the citizenry of the City of Billings, Montana, or blight, upon the City (and its entire zoning jurisdiction and its inhabitants), or the schools, recreational facilities, or neighborhoods located therein.

Section 4: Until such new ordinances, or similar state laws, zoning or otherwise, are adopted and in order to deal with the issues described above, any new establishments attempting to grow, sell or distribute medical marijuana or paraphernalia are hereby prohibited from being opened within the City of Billings. The prohibition in the preceding sentence shall not apply to a caregiver or provider, already licensed by the City of Billings and who was in operation at their designated commercial business location at the time City of Billings Ordinance 10-5512 was enacted on May 10, 2010.

Section 6: Any individual, entity, or establishment that violates the terms of the restrictions set forth above shall be deemed to be creating a public nuisance, and shall be subject to criminal penalties as provided in B.M.C.C. §1-110, and shall further be subject to such civil action to restrain or abate as provided in B.M.C.C. §18-301 et. seq., as the City deems appropriate. Such ability of the City to prosecute and/or enjoin or abate is in addition to any other remedies available to the City, at law or in equity.

Section 7: This Ordinance is expressly made effective November 11, 2011, to run immediately consecutive to Ordinance No. 10-5523. Existing medical marijuana providers already licensed by the City of Billings and in operation at their designated commercial business location on the date of enactment of Ordinance No. 10-5512 will be permitted to continue operations at that location during the period of this interim Ordinance extension.

Section 8: In the event any word, phrase, clause, sentence, paragraph, section or other part of the Ordinance set forth herein is held invalid by a court of competent jurisdiction, such judgment shall affect only that part held invalid, and the remaining provisions thereof shall continue in full force and effect.

Section 9: Upon its adoption by the City Council of the City of Billings, Montana and signing of the Mayor thereof, this Ordinance shall take effect November 11, 2011. Pursuant to MCA §76-2-306, no second reading shall be required.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BILLINGS,
MONTANA, THIS 24TH DAY OF OCTOBER, 2011.**

Thomas W. Hanel, Mayor

Attest:

Cari Martin

City Clerk

Regular City Council Meeting

Meeting Date: 10/24/2011

TITLE: Public Hearing and First Reading Ordinance for Permanent Ordinance
Defining and Prohibiting Medical Marijuana Storefronts

PRESENTED BY: Brent Brooks

Department: Legal

Information

PROBLEM/ISSUE STATEMENT

Pursuant to specific statutory authority conferred by MCA Sec 7-5-104 and BMCC Sec. 2-235, the Billings City Council enacted Emergency Ordinance 11-5537 on July 5th, 2011, prohibiting medical marijuana providers from operating storefront businesses in the City of Billings for a 90-day period effective immediately upon passage. Senate Bill 423, Section 13(2) passed by the 2011 Montana Legislature specifically authorized local governments to enact ordinances prohibiting such storefront businesses.

This ordinance was originally considered by the Council on October 11, 2011, and the Council voted to postpone consideration until October 24th in order to allow adequate advertising for a public hearing. The attached permanent ordinance defines “storefront” medical marijuana businesses and permanently prohibits them from operating in the City of Billings. The attached proposed ordinance prohibits any open and visible display of marijuana, marijuana products, and depictions of marijuana, in a manner visible from the exterior of any building or structure wherein a provider operates a medical marijuana business. The ordinance also prohibits any provider from allowing members of the general public to access the provider’s place of business, and restricts access to cardholders registered with that provider and persons seeking to become cardholders registered with that provider.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the attached permanent ordinance on first reading defining medical marijuana “storefront” businesses, and prohibiting the operation of medical marijuana storefronts in Billings; or
- Disapprove the proposed ordinance; or
- Take no action; or
- Postpone action to another time.

FINANCIAL IMPACT

Enforcement of Senate Bill 423 and the attached permanent ordinance prohibiting medical marijuana storefront businesses will likely have an impact on law enforcement and code enforcement work load, although the exact costs cannot be determined at this time.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the attached ordinance on first reading.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance

ORDINANCE NO. 11-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS MONTANA CITY CODE BE AMENDED BY ADDING A NEW ARTICLE 7-1700 TITLED "MEDICAL MARIJUANA", ADDING NEW CODE SECTIONS, DEFINING MEDICAL MARIJUANA STOREFRONTS, AND PERMANENTLY PROHIBITING THE OPERATION OF MEDICAL MARIJUANA STOREFRONTS, PURSUANT TO SB 423 PASSED BY THE 2011 MONTANA LEGISLATURE.

RECITALS

WHEREAS, the 2011 Montana Legislature passed the Montana Marijuana Act, Senate Bill (SB) 423, with most sections effective July 1, 2011, which extensively changes, restricts and regulates the use and prohibits the sale for profit of medical marijuana, including the option granted to local governments to prohibit storefront medical marijuana facilities to operate beyond July 1, 2011; and

WHEREAS, the City Council of the City of Billings had previously enacted emergency ordinance No. 11-5537 pursuant to the statutory authority conferred by MCA Sec. 7-5-104 and BMCC 2-235, prohibiting storefront medical marijuana businesses for a 90 day period effective July 5th, 2011; and

WHEREAS, in order to protect and preserve the public peace, health, safety, and welfare, the City Council of the City of Billings wishes to permanently prohibit storefront medical marijuana businesses, pursuant to the explicit authority granted by SB 423, Section 13(2);

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Billings, Montana, as follows:

Section 1: Recitals. All of the Recitals set forth above are hereby adopted as Findings of Fact.

Section 2: New Article. That the Billings Montana City Code be amended to add a new article, Article 7-1700 MEDICAL MARIJUANA, and new sections BMCC Section 7-1701, 7-1702, 7-1703.

BMCC Section 7-1701 Definitions.

The terms "marijuana", "provider", "marijuana-infused product", "marijuana-infused product provider", "registered cardholder" or "cardholder" shall have the meaning

provided to such terms by the Montana Marijuana Act, Section 2, (SB 423) passed by the 2011 Montana Legislature.

The term “Storefront Business” means any commercial establishment, structure or building that is openly accessible by members of the general public. Storefront Business does not include a commercial establishment, structure, or building that is inaccessible to the general public, which only provides access to Cardholders registered with that Provider by the Montana Department of Health and Human Services or other persons, by appointment, who are intending to establish a bona fide Provider/Cardholder relationship with that Provider.

BMCC Section 7-1702 Storefronts Prohibited.

(1) As authorized by Senate Bill (SB) 423, Section 13(2) or the Montana Marijuana Act, passed by the 2011 Montana Legislature, no “Provider” of marijuana or marijuana-infused products shall be permitted to open or operate a “Storefront Business” within the Billings City Limits. “Providers” who are in full compliance with the Montana Marijuana Act shall be permitted to dispense medical marijuana and marijuana infused products to “Cardholders” who are registered with that Provider by the Montana Department of Health and Human Services, provided that access to the Storefront Business is limited to Cardholders registered with that Provider and other persons, by appointment, who are intending to establish a bona fide Provider/Cardholder relationship with that Provider.

(2) As authorized by Senate Bill (SB) 423, Section 13(1) of the Montana Marijuana Act, passed by the 2011 Montana Legislature, “Providers” permitted to dispense medical marijuana and medical marijuana infused products under Section 1 above are prohibited from displaying, in an open or visible manner to the general public, any medical marijuana plant, marijuana infused product, or any depictions, caricatures, or other artistic renditions of a marijuana plant, leaf, bud or parts in a manner visible from the exterior of the establishment, structure or building in which the “Provider” does business.

BMCC Section 7-1703 Penalties.

Any individual, entity or establishment that violates the terms of this ordinance set forth above shall be deemed to be creating a public nuisance and shall be subject to criminal penalties as provided in Billings, Montana City Code (BMCC) Section 1-110 and shall further be subject to civil action to restrain or abate as authorized in B.M.C.C. Section 18-301, et. seq. as the City deems appropriate. Such ability of the City to prosecute and/or enjoin or abate is in addition to any other remedies available to the City at law or in equity.

It shall be a defense to a violation of B.M.C.C. Sec. 7-1703 that a Provider did not allow members of the general public, who were not registered Cardholders with that Provider or persons seeking, by appointment, to establish a bona fide Provider/Cardholder relationship with that Provider, to access the Provider's place of business.

Section 3: Severability: In the event any word, phrase, clause, sentence, paragraph, section or other part of the ordinance set forth herein is held invalid by a court of competent jurisdiction, such judgment shall affect only that part held invalid and the remaining provisions thereof shall continue in full force and effect.

Section 4: Effective Date: This ordinance shall become effective 30 days after passage and approval upon second reading of the Billings Montana City Council.

PASSED by the City Council on first reading this 24th day of October, 2011.

PASSED, ADOPTED and APPROVED on second reading this 14^h day of November, 2011.

CITY OF BILLINGS

BY: _____
Thomas W. Hanel, Mayor

Attest:

Cari Martin, City Clerk