

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

February 27, 2012

6:30 P.M.

CALL TO ORDER: Mayor Hanel

PLEDGE OF ALLEGIANCE: Mayor Hanel

INVOCATION: Councilmember Ronquillo

ROLL CALL: Councilmembers present on roll call were:

MINUTES: February 13, 2012

COURTESIES:

PROCLAMATIONS:

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1 & #4B 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. Mayor Hanel recommends that Council confirm the following appointments:

1.

	Name	Board/Commission	Term	
			Begins	Ends
1	James Olson	Board of Adjustments	01/01/12	12/31/13
2	David Petersen	Board of Appeals - Architect	01/01/12	12/31/13
3	No Applications	Board of Appeals - Electrical	01/01/12	12/31/13
4	No Applicatons	Board of Appeals - Builder	01/01/12	12/31/15
5	Brian Schulz	Board of Appeals	01/01/12	12/31/14

6	Clark Swan	Board of Appeals	01/01/12	12/31/14
7	Stephen Sylvester	Board of Ethics	01/01/12	12/31/15
8	Cindy Sanders	Community Development	01/01/12	12/31/15
9	Edward Button	Community Development	01/01/12	12/31/12
10	Martha Sanford	Community Development - Low Mod	01/01/12	12/31/15
11	No Applications	Community Development - Low Mod	01/01/12	12/31/14
12	Edward Hammer	EMS Commission	01/01/12	12/31/12
13	Bryon Mayala	Exchange City Golf Board	01/01/12	12/31/14
14	No Applicatons	Housing Authority - Resident Comm	01/01/12	12/31/13
15	Malcolm Bailey	Human Relations	01/01/12	12/31/15
16	Eugene Wade	Traffic Control Board	01/01/12	12/31/13
17	Trina White	Traffic Control Board	01/01/12	12/31/15

- 1. Unexpired term of Terry Madtson
- 10. Unexpired term of James Knox
- 14. Unexpired term of James Knox

B. Bid Awards:

- 1. **Terminal Circle Road Rehabilitation.** (Opened 2/14/2012) Recommend delay of award until March 12, 2012.

C. Approval of additional funds for the purchase of a second snow plow assembly with hydraulic controls from Kois Brothers; \$36,289.

D. Contract for Professional Services with HDR Engineering, Inc. for W.O. 09-19, Zone 3 East Fox Reservoir Expansion; \$309,400.

E. Digitization Service Agreement with Yellowstone Heritage Center; \$25,000.

F. CTEP Project Specific Agreement for installation and replacement of approximately 56 ADA handicap ramps at intersections along 5th Street West from Central Avenue to Grand Avenue; CTEP Grant - \$179,564; City Match - \$170,436.

G. Utility Relocation Agreements with NorthWestern Energy and Montana Dakota Utilities for construction of the new library building.

H. Approval of Limited Commercial Use Ground Lease with Corpat, Inc., DBA Alamo/National Car Rental; 1/1/12 - 12/31/12; first year revenue - \$975, annual revenue for subsequent years to be adjusted by Consumer Price Index for All Urban Consumers (CPI-U).

I. Amendment #1, W.O. 11-05: Chappel Area Water Main Improvements, Professional Services Contract, Morrison-Maierle, Inc.; \$61,467.75.

- J. Amendment #19, Engineering Services for Terminal Circle Road Rehabilitation,** Morrison-Maierle, Inc.; \$64,895.
- K. Acknowledge receipt of petition to vacate** the alley within Block 14 of Suburban Subdivision between 3rd Street West and 4th Street West and Cook Avenue and Howard Avenue; Pepsi-Cola Bottling Company, petitioner and owner; and setting a public hearing for March 26, 2012.
- L. Street Closures:**
- 1. St. Patrick's Day Parade and Celtic Street Fair Festivities,** March 17, 2012. Assemble 8:00 a.m. between 1st and 3rd Avenues on Broadway; parade to begin at 10:00 a.m. and follow established downtown parade route; festivities to conclude at 4:00 p.m.
 - 2. Downtown Billings Association Purple 5K Race and After Race Event.** March 25, 2012, 10:00 a.m. - 2:00 p.m.; Race: Grandview Boulevard and N. 30th Street, south on N. 30th to 12th Ave. N, west on Beverly Hill Blvd., south on Virginia Lane, through Pioneer Park, east on Ave. C, north on 2nd Street W., east on Ave. E, north on N. 32nd, east on 11th Ave. N., south on N. 28th, west on 10th Ave. N., south on N. 31st to 2nd Ave. N., finishing under Sky Point. After Race Event: Under Sky Point.
- M. Acceptance of Donation** from the Montana State ELKS Association to the Billings Police Department for the purchase of a Med-Return Kiosk; \$895.
- N. Grant Application Request** to submit a Montana State Historic Preservation Office Certified Local Government Grant application for FY2012-2013; \$5,500.
- O. Resolution of Intent** to construct W.O. 12-02, Miscellaneous and Developer Related Improvements, and a set a public hearing date of March 26, 2012.
- P. Bills and Payroll:**
1. January 23, 2012
 2. January 30, 2012
 3. February 6, 2012

REGULAR AGENDA:

- 2. PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE #854:** A text amendment to Section 27-500, Historic Preservation, amending the language to update terms, allow local designation of historic properties or districts, require a Certificate of Appropriateness for exterior remodeling of properties on the local or National Register, and allow penalties for unauthorized demolition of properties within recognized historic districts. Zoning Commission recommends approval. (Action: approval or disapproval of Zoning Commission recommendation.)

3. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE #882:** A zone change from Neighborhood Commercial to Planned Development – Neighborhood Commercial with an allowance for the on-premise sale of beer and wine without gaming and the provision of catering services on a 1.3 acre parcel of land described as Lot 2, Rose Park Subdivision, generally located at 1504 through 1528 24th Street West. Larson and Carpenter Partnership, owner; Pam Shires, 6 Degrees Gourmet, representative. Zoning Commission recommends approval of the zone change and adoption of the determinations of the 12 criteria. (Action: approval or disapproval of Zoning Commission recommendation.)

4. **ANNEXATION REQUEST #12-01**
 - A. **PUBLIC HEARING AND RESOLUTION FOR ANNEXATION #12-01:** two parcels of land totaling 6.48 acres legally described as Tract 2A of Amended Tract 2, Certificate of Survey 1404 and portions of Lots 4 and 13, Clark Subdivision; generally located off Nall Avenue along South 27th Street and addressed as 108 Nall Avenue; Donald Lee, petitioner, on behalf of owners BL Realty, Inc., the Estate of Richard E. Lee, the Estate of Donald R. Lee, and OE Lee and Company. Staff recommends conditional approval. (Action: approval or disapproval of staff recommendation.)

 - B. **DEVELOPMENT AGREEMENT** with Boyer GSA Billings defining required public improvements on properties legally described as Tract 2A of Amended Tract 2, Certificate of Survey 1404 and portions of Lots 4 and 13, Clark Subdivision, less highway right-of-way (Annex #12-01). Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

5. **PUBLIC HEARING AND RESOLUTION ADOPTING THE SOUTH BILLINGS MASTER PLAN.** Yellowstone County Board of Planning recommends approval. (Action: approval or disapproval of Yellowstone County Board of Planning 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:** 02/27/2012**TITLE:** Boards & Commissions Appointments**PRESENTED BY:** Tina Volek**Department:** City Hall Administration**Information****PROBLEM/ISSUE STATEMENT**

The Mayor is requesting that the City Council confirm appointments for Board and Commission positions that are vacant due to resignations and positions at term end.

ALTERNATIVES ANALYZED

Council may:

- Confirm the proposed appointments; or
- Not confirm the appointments. Positions that are not filled will be readvertised.

FINANCIAL IMPACT

The proposed action has no financial impact.

RECOMMENDATION

Mayor Hanel recommends that Council confirm the following appointments:

	Name	Board/Commission	Term	
			Begins	Ends
1	James Olson	Board of Adjustments	01/01/12	12/31/13
2	David Petersen	Board of Appeals - Architect	01/01/12	12/31/13
3	No Applications	Board of Appeals - Electrical	01/01/12	12/31/13
4	No Applicatons	Board of Appeals - Builder	01/01/12	12/31/15
5	Brian Schulz	Board of Appeals	01/01/12	12/31/14
6	Clark Swan	Board of Appeals	01/01/12	12/31/14
7	Stephen Sylvester	Board of Ethics	01/01/12	12/31/15
8	Cindy Sanders	Community Development	01/01/12	12/31/15
9	Edward Button	Community Development	01/01/12	12/31/12
10	Martha Sanford	Community Development - Low Mod	01/01/12	12/31/15
11	No Applications	Community Development - Low Mod	01/01/12	12/31/14
12	Edward Hammer	EMS Commission	01/01/12	12/31/12
13	Bryon Mayala	Exchange City Golf Board	01/01/12	12/31/14
14	No Applicatons	Housing Authority - Resident Comm	01/01/12	12/31/13

15	Malcolm Bailey	Human Relations	01/01/12	12/31/15
16	Eugene Wade	Traffic Control Board	01/01/12	12/31/13
17	Trina White	Traffic Control Board	01/01/12	12/31/15

- 1. Unexpired term of Terry Madtson
- 9. Unexpired term of Thomas Grimm
- 11. Unexpired term of David Goodridge
- 12. Unexpired term of James Knox
- 16. Unexpired term of James Knox

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 02/27/2012

TITLE: Delay Bid Award of the Terminal Circle Road Rehabilitation Project

PRESENTED BY: Tom Binford

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

One of the projects in the City's approved Capital Improvement Program is the Terminal Circle Road Rehabilitation Project. The pavement on the road is over 20 years old and is starting to deteriorate and break up. This project will remove one and one-half inches of pavement surface and replace it with new asphalt pavement. Additionally, the asphalt pavement in the Airport Administrative parking lot, east of the Terminal, will be removed and replaced with new pavement. This project has to be planned to ensure one lane of traffic is always open on the Terminal Circle Road and access in and out of the parking lots will not be affected. The majority of the work on this project will be performed at night. This project was advertised for three weeks in the *Billings Times* and on the City's Website. On February 14, three bids were received. State law requires that the governing body take action on the first meeting following bid opening. That action may be to approve, disapprove or to delay awarding a contract. Staff is requesting approval to postpone the bid award of the Terminal Circle Road Rehabilitation Project from the February 27 City Council meeting until the March 12, 2012 City Council meeting. This will allow staff additional time to review the bids received.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the postponement of the bid award of the Terminal Circle Road Rehabilitation Project; or
- Decline to approve the postponement of the bid award of the Terminal Circle Road Rehabilitation Project and reject all bids.

FINANCIAL IMPACT

The total cost of the Terminal Circle Road Rehabilitation project is \$207,279.95. The funding for this project is in the Airport's Capital fund.

RECOMMENDATION

Staff recommends the City Council approve the postponement of the bid award of the Terminal Circle Road Rehabilitation Project from the February 27 City Council meeting until the March 12, 2012 City Council meeting.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting**Meeting Date:** 02/27/2012**TITLE:** Approve Snow Plow Purchase**PRESENTED BY:** David Mumford**Department:** Public Works**Information****PROBLEM/ISSUE STATEMENT**

Bids were received by the Street/Traffic Division for the Public Works Department on November 30, 2010 to purchase two Snow Plow Assemblies with hydraulic controls. These plow assemblies are to be used on Public Works trucks from the Water Distribution and Sewage Collection Division. On December 13, 2010 Council approved a staff recommendation to approve the bid of \$42,789 to purchase snow plows. After the Council approved the recommendation, staff discovered an error and that the City Council approved purchasing one (1) plow and installation for two plows. The two ordered snow plows were received in January 2012 and are ready to be placed in service. The Council is being asked to approve the purchase of the second snow plow for the bid price of \$36,289.00.

ALTERNATIVES ANALYZED

The City Council May:

- Approve the purchase of the second Snow plow assembly in the amount of \$36,289.00.
- Do not approve the purchase. If the purchase is not approved, the plow assembly and hydraulic controls would be removed from the truck and returned to the vendor.

FINANCIAL IMPACT

The City received 1 bid for the two Snow Plow assemblies as shown below.

Vendor	Bid	Installation	Total
Kois Brothers	\$36,289.00 ea	\$3250.00 ea	\$39,539.00 ea

RECOMMENDATION

Staff recommends that the City Council approve the purchase of the snow plow for \$36,289.00 from the low bidder, Kois Brothers.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 02/27/2012

TITLE: W.O. 09-19--Zone 3 East Fox Reservoir Expansion, Professional Services Contract with HDR Engineering, Inc.

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The City has a need for additional water storage in the Zone 3 East pressure zone in the Heights. The existing Fox Reservoir serving Zone 3 East is due for some substantial maintenance in 2013, so it must be taken temporarily out of service. To meet both of these requirements, a new tank must be built on land already owned by the City adjacent to the existing tank. A preliminary study will be done to determine the most cost-effective type of tank and piping configuration, followed by design, bidding, and construction. Proposals were requested from qualified consulting firms to provide these professional services. Five firms responded to the RFP, and HDR Engineering, Inc. (HDR) was chosen as the preferred consultant.

ALTERNATIVES ANALYZED

The Council may:

- Award a Professional Services Agreement to HDR; or
- Do not award an agreement to HDR and delay the project.

FINANCIAL IMPACT

The project budget, as approved in the FY 2012 budget, is \$3 million. The project will be funded by a State Revolving Fund (SRF) loan and supplemented by water funds. There are sufficient funds available to cover the costs of the Professional Services Contract.

Maximum amount being requested: \$309,400.00

RECOMMENDATION

Staff recommends that Council authorize the Mayor to execute the Professional Services Contract with HDR Engineering, Inc. for W.O. 09-19--Zone 3 East Fox Reservoir Expansion in the amount of \$ 309,400.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

W.O. 09-19, HDR Contract

Appendix A

Appendix B

Appendix C

Appendix D

Appendix E

Appendix F

Insurance Certificate

Contract for Professional Architectural and Engineering Services

Project: W.O. 09-19—Zone 3 East Fox Reservoir Expansion_

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

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 8 pages (Basic Services of Consultant);

Appendix B consisting of 2 pages (Methods and Times of Payment);

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

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

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 2 pages (Certificate(s) of Insurance); and

PART I SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

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

Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
- B. Billings shall pay the Contractor in accordance with Section 4.
- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.

- D. The Contractor shall provide a minimum of two (2) copies of half-size (11" x 17") hard copy as-built drawings and two (2) CDs containing as-built drawings in digital format, as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings.
- E. The Contractor 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 Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on September 30, 2014.

Section 4. Compensation; Method of Payment. (Choose payment method A, B, or C)

- A. Subject to the Contractor's satisfactory performance, Billings shall pay the Contractor no more than three hundred nine thousand four hundred and no/100 dollars (\$309,400.00) in accordance with this Section and Appendix B.
- B. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.
- C. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- D. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

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

Section 7. Insurance.

- A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Contractor shall provide the following insurance:
 - 1. Workers' compensation and employer's liability coverage as required by Montana law.
 - 2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
 - 3. Commercial automobile liability -- \$1,500,000 per accident.
 - 4. Professional liability in the amount of \$1,500,000 per claim.

- C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
- D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

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

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

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

Section 10. Notices.

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

Billings: Will Robbins
City of Billings
Public Works Engineering
2224 Montana Avenue
Billings, Montana 59101
e-mail: robbinsw@ci.billings.mt.us
FAX: (406) 237-6291

Contractor: Craig Habben
HDR Engineering, Inc
2913 Millennium Circle
Billings, MT 59102
e-mail: Craig.Habben@hdrinc.com
FAX: (406) 652-2758

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

PART II GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Consultant: Department Manager
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

Contractor

Mayor

HDR Engineering, Inc.

Date: _____

ATTEST:

Name: _____

Title: _____

Date: _____

City Clerk

IRS Tax ID # 47-0680568

Date: _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, City Attorney

Date: _____

STATE OF MONTANA)

:ss.

COUNTY OF _____)

On this ____ day of _____, 20__, 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 _____, Montana
My Commission Expires: _____

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

Appendix A

Basic Services of Engineer

Section 1. Engineer's Rights and Duties.

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

Contractor. A signed Engineer's Payroll Check Sheet (included in the Standard Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.

- K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Craig Habben working under the Principal-in-Charge, Amanda McInnis.

Section 2. Billings Rights and Duties.

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

Section 3. Scope of Work.

The project consists of engineering services for the preliminary evaluation, design, bidding and construction phases for the City of Billings W.O. 09-19 – Zone 3 East Fox Reservoir Expansion. The purpose of the project is to add additional water storage for the Zone 3 East Pressure Zone and to allow removing the existing reservoir from service for maintenance. The new storage will need to be at least two million gallons (MG) and allow for the existing reservoir or new reservoir to be taken out of service. The tank will be an above ground tank, of a material to be determined during preliminary evaluation tasks, and will be located on the City owned property that the existing tank and pump station sit on. The project will not include modifications to the existing pressure zone hydraulic grade line. The project will be funded with a State Revolving Fund (SRF) Loan.

The scope of work is summarized below.

- Design Report to:
 - Review the need and size for the a 2.0 MG Zone 3E reservoir
 - Evaluate the configuration requirements for proper operation of the new and existing reservoirs
 - Evaluate and select the preferred location for the new reservoir (on existing site)
 - Evaluate mixing options and seasonal operation as they relate to water quality and potential reduction of THM and HAA
 - Evaluate materials of construction options and provide recommendations on acceptable materials and tank types
 - Provide life-cycle costs of tank type alternatives
 - Provide a preliminary construction cost estimate
 - Meet the requirements of Montana Department of Environmental Quality (DEQ) for SRF funding
- Geotechnical investigation of the proposed reservoir location
- Survey of existing site
- New reservoir to be based on the following criteria:

- Reservoir foundation based on slab on grade construction for concrete or ring walls for steel tank type construction.
- Reservoir to be located on existing City property
- New reservoir to match existing reservoir overflow
- Piping and valving to allow for either reservoir to be taken out of service. Series flow will be provided if determined necessary in the Design Report. Existing reservoir will be modified as required if series flow is designed.
- Reservoir to have level instrumentation tied into existing SCADA System.
- Reservoir to include access hatches, vents, overflow, perimeter drain and tank drain.
- Reservoir valves will be contained in an accessible vault, where feasible
- Mixing system will be included if determined to be needed in the Design Report
- Site work associated with new reservoir
 - Interconnects to existing Fox Reservoir depending on final configuration
 - Overflow and drain pipe with outlet structure or connect to existing drain
 - Site grading
 - Storm water regulation, if pertinent
 - Site restoration and seeding
 - Relocation of existing radio tower if pertinent
- Electrical
 - 120 volt power for instrumentation, receptacles and lighting.
- SRF loan assistance
 - Prepare design report and additional information required for loan application. City to complete actual application.
 - Assist DEQ in Environmental Assessment.
 - Include appropriate SRF front-end specifications
 - Obtain design document approval
 - Provide SRF required bidding documents and recommendations
 - Coordinate with DEQ during construction including change order approvals and site visits.
 - Prepare O&M manual and standard operating procedure
 - Provide DEQ as-constructed drawings.
- Public Involvement
 - Develop drawings, renderings and a presentation as needed for informing the neighboring public of the project. Scope is based on one public meeting and preparation.

DETAIL SCOPE OF SERVICES

The scope of services that will be utilized on the Billings Zone 3E Reservoir Expansion project as presented in the summaries for Tasks 100 through 700. The scope of services is organized as follows:

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

400	Bidding Services
500	Construction Services
600	Operations & Maintenance Manual
700	State Revolving Fund Assistance

TASK SERIES 100

101– Project Initiation

The purpose of this task will be to review project goals and objectives, obtain information on the existing tank, review project schedule and discuss options of the radio tower.

102 – Meetings with City Staff

During the preliminary and final design phases of the project, key members of the Consultant design team will meet with the City staff to review the project.

103 – Public Involvement

HDR will prepare drawings, renderings and a presentation for a public meeting during the preliminary design phase to provide an indication to the public of what the project includes and will look like upon completion.

104 – Construction Cost Estimate

The capital costs for the project will be developed in this task series. Utilizing the finalized basis of design, preliminary drawings and specifications, a preliminary construction cost estimate will be prepared. This information will be used to identify significant variations from budget goals and objectives initially set. Utilizing the final drawings and specifications, a final opinion of construction cost will be prepared.

105 – Document Submittals to Owner

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

106 – Project Management

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

TASK SERIES 200 – PRELIMINARY DESIGN

This task series will further develop ideas discussed in preliminary meetings on the Zone 3E Reservoir Expansion. Specific areas of concern will be addressed in the investigations, with the feasible alternatives evaluated and recommended improvements identified. The tasks associated with the preliminary design include the following:

201 – Develop Tank Alternatives, Configurations and Design Options

Develop alternatives for implementing the reservoir expansion. Select criteria to be utilized for evaluating alternatives include: cost effectiveness, operability,

maintainability, location (on existing site), reliability, flexibility and water quality. Evaluate each alternative with respect to the selected criteria and finalize selection of preferred alternative.

202 - Perform Survey Service

Perform the necessary field surveys for the design of the project.

203 - Geotechnical Investigations

A soils subconsultant will perform geotechnical investigations to determine the structural design requirements for new reservoir.

204 – Review Alternative Evaluation with City and Finalize Selection

Present alternative evaluations to the City. Finalize evaluation of the alternatives and select a recommended alternative.

205 - Prepare Design Report

Prepare schematic and layout drawings for selected alternative. Summarize findings of alternative evaluations in summary form for review by the Owner. Include content to meet requirements of DEQ and SRF loan. Provide internal QC of report and incorporate comments.

206 – Review Design Report with City and Incorporate Comments

Provide Design Report to the City for Review. Meet with the City to discuss Design Report and go over comments on the Design Report. Incorporate comments in the Final Design Report.

TASK SERIES 300 – FINAL DESIGN

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

301 - Prepare 95% Drawings

Utilizing approved layouts identified in the preliminary design, the drawings of the selected tank concept(s) and piping arrangement will be prepared. Electrical and instrumentation drawings will also be prepared.

302 - Prepare Preliminary Detailed Specifications

Detailed specifications will be prepared for front-end specifications and technical specifications.

303 - Perform In-House Review

Senior technical personnel not directly involved with the project, will review the drawings and specifications and the cost estimate for completeness, accuracy, and constructability.

304 – Review 95% Documents with the City

Provide the 95% drawings and specifications to the City and meet with the City to review design and receive comments.

305 - Prepare Final Drawings

Incorporate review comments including any design modifications and prepare final drawings for advertising.

306 - Prepare Final Detailed Specifications

Incorporate review comments and prepare final specifications for advertising.

307 – Prepare Building Permit

Fill out the City’s standard building permit and provide all support documentation to obtain permit. Multiple permits may need to be obtained to maintain the project schedule. The City will pay for permit(s).

TASK SERIES 400 – BIDDING SERVICES

401 – Bidding Administrative Assistance

Prepare bid documents and distribute to prospective bidders. Answer bidder questions and prepare addendum as needed. Schedule and conduct pre-bid meeting.

402 – Post-Bid Administrative Assistance

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

TASK SERIES 500 – CONSTRUCTION SERVICES

Construction Phase scoping is based on a 26 week active construction period at which time only minor punch list items would need to be completed.

501 – Construction Initiation Services & Conformed Drawings

After award of the construction contract, the Consultant shall prepare Contracts, Conformed Documents and conduct a preconstruction conference and prepare minutes summarizing the conference. The consultant will provide the contractor with 6 sets of “for construction” plans and specifications.

502 – Office Administration and Contractor Coordination

During the construction phase of the project, the Consultant will provide office assistance to the City on the administration of the project. This effort will include review and preparation of change orders, shop drawing review, interpretation of drawings and specifications, monitoring of compliance with procedural requirements on the project, coordinating with the contractor, preparation of pay estimates, confirmation of certified payrolls, conducting weekly (or as needed) construction meetings, and preparing and distributing meeting minutes.

503 – Field Services

The Consultant will provide on-site construction observation services. A resident project representative will be provided for 715 hours (on average, 5.5 hours per day, 5 days per week, including travel time and daily paperwork). The resident project representative will monitor the project for compliance with project plans and specifications. Consultant will provide field staking of new structures and as-built surveying of uncovered utilities in locations not indicated on the drawings. Consultant will provide periodic trips to the site beyond construction meetings. Allowance is included for geotechnical consultation. No testing services are included as these will be provided by the contractor.

504 – Construction Wrap-Up and Acceptance

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

505 – Post-Construction Warranty Services

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

TASK SERIES 600 – OPERATIONS AND MAINTENANCE MANUAL

601 – Operations and Maintenance Manual

To achieve compliance with SRF loan requirements, prepare Operations and Maintenance (O & M) Manuals for equipment and operations associated with this project. Manual will include process description of components for the Fox Reservoirs. A Standard Operating Procedures (SOPS) will also be prepared. Details of existing pump station will not be included but will be referenced when applicable. Two drafts of the manual will be submitted to the City and one to DEQ in Helena for comments. Upon approval of the final version, two (2) copies will be submitted to the City and one (1) to DEQ in Helena.

TASK SERIES 700 – STATE REVOLVING FUND

701 – State Revolving Fund Loan Application

Provide information as requested to the City to facilitate the City's application for SRF loan.

702 – State Revolving Fund Loan Design, Bidding and Construction Requirements

- Submit Design Drawings to DEQ in Helena.
- Submit Addendum Items to DEQ in Helena.

- Supply required bidding information to DEQ in Helena.
- Coordinate and submit Change Orders with DEQ in Helena.
- Attend construction walkthroughs with DEQ.
- Submit As-Built Drawings to DEQ in Helena.
- Submit O&M manuals to DEQ in Helena.

Provide other information as requested to the City for meeting the requirements of SRF Loan application.

703 – One Year Performance Standards Certification

Establish Performance Criteria for project components based upon the requirements instituted in the Contract Documents. Upon project components being in service one year, evaluate project components for established criteria and provide certification of meeting the performance standards.

Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services.

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

Partial payment shall be made to the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer. Billings shall deduct five percent (5%) 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. The Engineer shall be paid based upon actual time accrued, but not to exceed the following amounts:

\$ 30,000 Task Series 100
(Project Initiation, Coordination and Management)

\$ 121,900 Task Series 200 & 300
(Preliminary and Final Design)

\$ 143,000 Task Series 400 & 500
(Bidding and Construction Administration)

\$ 14,500 Task Series 600 & 700
(O & M Manuals and SRF Loan Assistance)

\$ 309,400

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

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

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

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer

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

- A. Field and laboratory testing of materials and reports.
- B. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.

Appendix D

Schedule of Professional Fees

Not Used

Appendix E

Project Schedule

Based on a notice to proceed by Billings dated no later than March 1, 2012, the completion date for the Engineer's work shall be:

- A. Submittals and Meetings
 - 1. Design Report – May 7, 2012
 - 2. 95% Design – June 4, 2012
 - 3. Bid Documents/Advertisement – June 21, 2012
- B. Bidding
 - 1. Pre-Bid Meeting – July 9, 2012
 - 2. Bid Date – July 17, 2012

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

(Attach Certificate(s) of Insurance)



CERTIFICATE OF LIABILITY INSURANCE

6/1/2012

DATE (MM/DD/YYYY)

5/27/2011

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.

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	Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
		PHONE (A/C, No. Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Hartford Fire Insurance Company	19682
INSURED 13147	HDR ENGINEERING, INC. ATTN: LOUIS J. PACHMAN 8404 INDIAN HILLS DRIVE OMAHA, NE 68114-4049 BELLEVUE/CYNTHIA RAMOLD	INSURER B: St. Paul Fire and Marine Insurance Company	24767
		INSURER C: Sentinel Insurance Company, Ltd.	11000
		INSURER D: Zurich American Insurance Company	16535
		INSURER E:	
		INSURER F:	

COVERAGES HDRIN01 SA **CERTIFICATE NUMBER:** 2824447 **REVISION NUMBER:** XXXXXXXX

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
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	N	N	37CSEQU0950	6/1/2011	6/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	37CSEQU0951 (AOS) 37CSEQU0952 (HI)	6/1/2011 6/1/2011	6/1/2012 6/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	QK08001218 (EXCLUDES PROF. LIAB)	6/1/2011	6/1/2012	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	91WEOH1000	7/1/2011	7/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	ARCHS & ENGS PROFESSIONAL LIABILITY	N	N	EOC9260026-04	6/1/2011	6/1/2012	PER CLAIM: \$2,000,000. AGG: \$2,000,000.

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

RE: CLIENT #000194: ALL PROJECTS. CITY OF BILLINGS, ITS OFFICIALS, OFFICERS, EMPLOYEES & AGENTS ARE NAMED AS ADDITIONAL INSUREDS AS RESPECTS GENERAL & AUTOMOBILE LIABILITY, AS PER WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES.

CERTIFICATE HOLDER**CANCELLATION**

2824447

CITY OF BILLINGS
PUBLIC WORKS DEPARTMENT
ATTN: DAVE MUMFORD
2224 MONTANA AVE
2ND FLOOR
BILLINGS MT 59101

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

Regular City Council Meeting

Meeting Date: 02/27/2012

TITLE: Digitization Service Agreement with the Western Heritage Center

PRESENTED BY: Bill Cochran

Department: Library

Information

PROBLEM/ISSUE STATEMENT

The Montana Room at the Parmly Billings Library has many historic books, photos, clippings and personal papers that are valuable assets to researchers. These items are held on book shelves and in unsecured, unindexed file drawers where they are sifted through by patrons with little supervision by library staff. Historic documents become missing, damaged by fingerprints and crumble. Often, librarians discover that pages of books have been removed, making those pages unavailable to future researchers. Building on a small pilot project of previously digitized photographs for the statewide Montana Memory Project, the Library plans to contract with the Western Heritage Center to digitize additional photos in the Montana Room in order to preserve research opportunities, minimize destruction of valuable historical resources and provide easily accessible content. Once digitized, described and indexed, the collection will be available on the internet, a delivery portal that is becoming increasingly vital to library services. The Digitization Service Agreement will require the Contractor to assess 1375 digital photos and physical photos in the Montana Room to determine the significance of their inclusion in the Montana Memory Project Billings Pioneers collection. After assessment, the Contractor will provide descriptive metadata about the digital photos to the Library. The Contractor will save the metadata in an Excel spreadsheet. Metadata required by the Library includes: Photo File Name, Subject, Description, Photo Date or Approximate Date. The contract for services will be reviewed at the end of the project for possible renewal until the collection is fully digitized.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the award of the Digitization Service Agreement; or,
- Not approve the award of the Digitization Service Agreement and not complete the project at this time.

FINANCIAL IMPACT

The total cost of this Service Agreement will be \$25,000. The source of funding for this project is Library reserves.

RECOMMENDATION

Staff recommends that the City Council approve the Digitization Service Agreement with the Western Heritage Center.

APPROVED BY CITY ADMINISTRATOR

Attachments

WHC Digitization Agreement



SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as “City,” and The Western Heritage Center, of Billings, Montana hereinafter referred to as “Contractor.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. Purpose: City agrees to hire Contractor as an independent contractor to perform the services of providing metadata for 1,375 existing digital images, assessment of physical photos in the Library’s Montana Room and metadata for Contractor-selected physical photos from the Montana Room. A portion of the 1,375 existing digital images may be determined by Contractor to be of little value to the digitization project. In that case, metadata is not required for those images. These items are described in the Scope of Work attached hereto as Exhibit “A” and by this reference made a part hereof.

2. Effective Date: This Agreement is effective upon the date of its execution and will terminate on June 30, 2012. The parties may extend this agreement, by mutual concurrence, for 90 days, in writing prior to its termination.

3. Scope of Work: The Contractor shall perform the services outlined in Exhibit “A”. In performing these services, the Contractor shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

4. Payment: City agrees to pay Contractor \$25,000 for the work described in the Scope of Work in Exhibit “A”. Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

If partial payment is requested by Contractor, it shall be made upon invoice and said estimate being proportioned to the work completed by the Contractor. City shall deduct five percent (5%) from each 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 invoice by the City, and determination has been made by the City that the scope of work has been satisfactorily completed.

5. Independent Contractor Status: The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation insurance coverage for all members and employees of Contractor's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

Contractor shall furnish City with copies showing one of the following: **(1)** proof of registration as a registered contractor under Title 39, Chapter 9, MCA; **(2)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or **(3)** proof of exemption from workers' compensation granted by law for independent contractors.

6. Indemnity and Insurance: Contractor agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees. **For this purpose, Contractor shall provide City with proof of Commercial General liability insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$750,000 per claim, and in an amount not less than \$1.5 million per occurrence and naming the City as an additional insured. The insurance must be in a form suitable to City.**

7. Warranty: Contractor warrants that all services and work will be performed in a good workman-like manner. Contractor acknowledges that it will be liable for any breach of this warranty for the lesser period of one (1) year from the time services are completed or any warranty described in the Scope of Work in Exhibit "A".

8. Compliance with Laws: Contractor agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. Contractor agrees to purchase a City business license.



9. **Contractors' Gross Receipts Tax:** Contractor understands that all contractors or subcontractors working on a publicly funded construction project, including any work requiring the installation, addition, placement, replacement, or removal of any equipment, parts, structures, or materials of any kind whatsoever, are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more.

10. **Nondiscrimination:** Contractor agrees that all hiring by Contractor of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

11. **Default and Termination:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

12. **Liaison:** City's designated liaison with Contractor is Kathy Robins and Contractor's designated liaison with City is Julie Dial.

13. **Governing Law and Venue:** This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

14. **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

15. **Successors and Assigns:** Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.



16. Ownership of Documents: All documents, data, drawings, specifications, software applications and other products or materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City and the Contractor if the project is executed. The City assumes the responsibility for copyright of the original documents and provenance documentation where such exists. The City and the Contractor may use all documents, data, products or materials created within the scope of the project. Patrons of the City or Contractor may use the digitized images and metadata under the fair use clause of the 1976 copyright act. The digitized images may be used for educational, scholarly purposes and private study with a credit line included for each item used. The City and Contractor will take steps to inform patrons that any publication or reproduction of the material in any physical or digital form that exceeds that permitted by fair use or use of them for any commercial purpose, including display or web page use, must be accompanied by prior written permission from the City or the Contractor. All documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Contractor are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Contractor harmless for such use. All or any portions of materials, products and documents produced under this Agreement may be used by the Contractor upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City. The Contractor shall preserve the confidentiality of all City documents and data accessed for use in Contractor's work product.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

CONTRACTOR (Print Name Above)

By _____
CHRISTINA F. VOLEK,
City Administrator

By _____

Print Name _____

Print Title _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, City Attorney



EXHIBIT “A” - SCOPE OF WORK

The Parmly Billings Library has various photos, documents and digital photo files that require assessment for inclusion in the Library’s collection in the Montana Memory Project (digital archive). The Library has 163 digital items in the archive and has chosen 1,212 more images and image files for inclusion in the archive. All files will require metadata descriptors. The Library has some digital photos that have not been selected yet for inclusion in the archive. The Western Heritage Center will assess the unselected digital photos as well as physical photos in the Montana Room at the Library to determine the significance of their inclusion in the Montana Memory Project collection. The Library will provide the digital files to the Western Heritage Center for review. After review, the Western Heritage Center will provide the Library metadata about the digital photos. The Western Heritage Center will save the metadata an Excel spreadsheet, the structure to be determined by the Library and Western Heritage Center. Metadata required by the Library includes: Photo File Name, Subject, Description, Photo Date or Approximate Date.

The photos currently digitized are saved in several folders on a Verbatim external hard drive. Some (163) digitized photos are already uploaded online to the Montana Memory Project. The Western Heritage Center will provide metadata for the following:

The Library is looking for Who, What, When, Where, and anything else of note. Priorities for metadata are in this order:

Online in the Montana Memory Project

Items already uploaded and online will require review of the metadata to ensure that significant facts are included – 163 online digital photos

In the Parmly Billings Library folder

Digitization Project folder

1. **Biographical Scans Tiffs Edited folder** (This folder contains the same content as Biographical Scans Master Tiffs)
 - a. S-Z folder - 179 digitized photos
 - b. A-R files - 536 digital photos
2. **Billings History folder** - 178 digital photos
3. **McCormick folder**
 - a. Revised folder –
 - i. Photographs - 14 digital photos
 - ii. Articles are probably self-explanatory and we will OCR them, but we would like to know which ones are significant (assessment) – 144 digital photos



Billings History pics folder

Western Heritage Scans Folder

The Western Heritage Center will supply metadata for the TIF files. A determination must be made if the Library has permission to include the Western Heritage scans in the collection. – 25 digital photos

Gazette Folder

The Library must use TIF files, so the JPGs in this folder will have to be located and scanned again, but only if they are assessed to be significant by the Western Heritage Center. The Western Heritage Center will assess these digital photos and, if determined to be significant, provide metadata for them. – 21 digital photos

History of Library folder

TIFs folder

The Western Heritage Center will assess the photos to determine their significance for inclusion in the collection and provide metadata for chosen photos. – 115 photos

Regular City Council Meeting

Meeting Date: 02/27/2012

TITLE: CTEP Project Specific Agreement – 5th Street West ADA Handicap Ramps

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The City of Billings submitted a Montana Department of Transportation (MDT) Community Transportation Enhancement Project (CTEP) grant application for the replacement and installation of ADA handicapped ramps in October 2010. This project consists of the replacement and installation of approximately 56 ADA handicap ramps to the intersections from Central Avenue to Grand Avenue along 5th Street West. The local match for this project is being provided by the City of Billings. The administration of the construction project will be through the City of Billings Public Works Department, Engineering Division. The project was approved through the local CTEP project selection process involving the City Council, Board of County Commissioners and Planning Board, and also was approved by MDT. The Policy Coordinating Committee (PCC) approved this project at its regular meeting on October 19, 2010. The Project Specific Agreement represents the formal agreement between the City and MDT for the project’s scope, funding, and federal aid compliance. Council must authorize the Mayor to execute a Project Specific Agreement for the 5th Street West ADA Handicap Ramps Project to begin project development.

ALTERNATIVES ANALYZED

The Billings City Council may:

- Approve the CTEP Project Specific Agreement.
- Not approve the CTEP Project Specific Agreement resulting in the loss of the CTEP funding.

FINANCIAL IMPACT

The funding breakdown for this project is as follows:

CTEP Grant	\$179,564
City of Billings Public Works	\$170,436
Total Funds Available	\$350,000

RECOMMENDATION

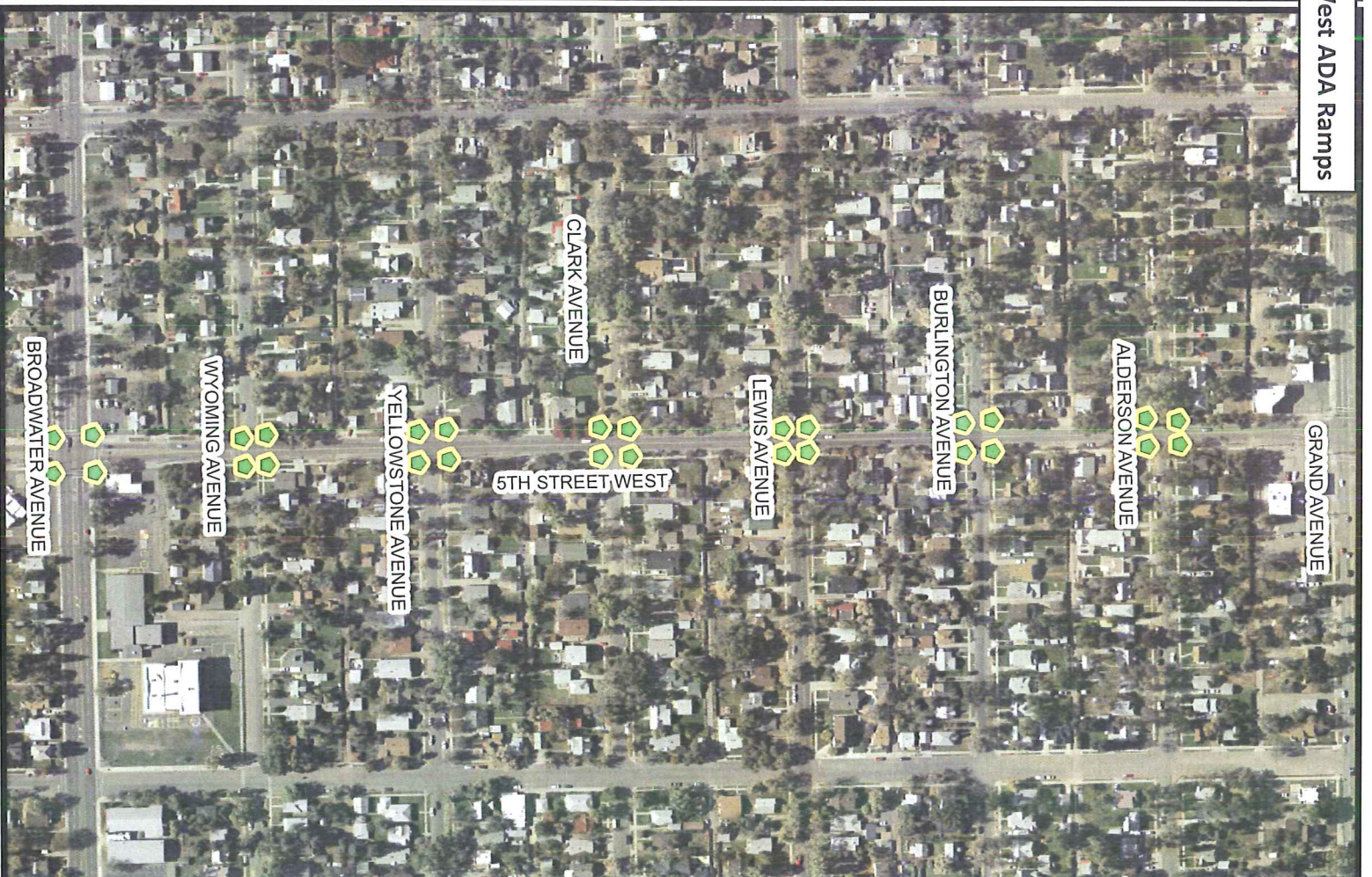
Staff recommends that Council authorize the Mayor to execute the CTEP Project Specific Agreement for 5th Street West ADA Handicap Ramp project.

APPROVED BY CITY ADMINISTRATOR

Attachments

[Project Area Map](#)

[Project Specific Agreement](#)



CTEP PROJECT AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Montana, acting by and through its Department of Transportation, hereinafter called the "State," and the City of Billings, hereinafter called the "City". This Agreement is effective on the date of the final signature by the State.

WITNESSETH THAT:

WHEREAS, the City proposes to develop and construct a Community Transportation Enhancement Program (CTEP) project, Control Number 7851, titled 5TH ST WEST ADA RAMPS-BILLINGS (hereinafter the "project"); and,

WHEREAS, the State and the City recognize the need to develop and construct the project, and are willing to share in its costs in accordance with this agreement; and,

WHEREAS, in accordance with the State's agreement with the Federal Highway Administration (FHWA) of the U.S. Department of Transportation, the State must ensure that certain requirements are met in order for the State to fulfill its obligations to the FHWA and for the project to be eligible for federal funds. Accordingly, the State includes federal requirements, which are among those hereinafter set forth, for this project, and the City agrees to them, and,

WHEREAS, the estimated cost of the project's development and construction is \$350,000; and,

WHEREAS, the financial participation for the project development and construction will in part be with federal-aid funds made available in federal fiscal 2012; and,

WHEREAS, the federal-aid funds provided are described in the Catalog of Federal Domestic Assistance (CFDA), number 20.205, Highway Planning and Construction; and,

WHEREAS, it is understood that all costs associated with the project in excess of these federal-aid funds will be financed by the City; and,

WHEREAS, this document must be executed and submitted to the State before the project development and construction process will be authorized to start; and,

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree that:

1. The City will develop a pedestrian improvement project described as: the design and construction of approximately 115 ADA compliant sidewalk ramps.
2. The project will be located in Billings along 5th Street West between Montana Avenue and Anderson Avenue.
3. The purpose of this project is to provide safe and convenient pedestrian facilities.
4. The initial federal-aid program to be requested for the development and construction of this project, by federal-aid account, is as follows:

Federal-Aid Program Account by Project Phase (Maximum CTEP Share)

[9102] Preliminary Engineering (86.58% CTEP) (including environmental documentation)	\$ 6,222
[9202] Right-of-Way/Easement Acquisition (86.58% CTEP)	\$ -0-
[9302] Incidental Construction (64.93% CTEP) (utility relocation involvement)	\$ -0-
[9402] Construction Engineering (86.58% CTEP) (including contract administration and inspections)	\$ 31,111
[9502] Construction (86.58% CTEP)	\$ 170,065
Total	\$ 207,398

City of Billings	Project	CTEP Funds	Local Match	Additional Contribution
Direct Costs	\$ 350,000	\$ 179,565	\$ 27,833	\$ 142,602
TOTAL	\$ 350,000	\$ 179,565	\$ 27,833	\$ 142,602

NOTE: Above table does not include indirect costs. Indirect costs will be applied to the CTEP fund share at the rate corresponding to the time the reimbursements are made.

5. The City will be responsible for the \$27,833 local match and the \$142,602 additional contribution. The Federal cost participation (CTEP funds) will be \$179,565 of the estimated total project cost of \$350,000. The City will be responsible for 100% of all costs exceeding the proposed \$350,000 that may be required to complete the project.

6. The parties understand and agree that this agreement is subject to the requirements of Section 17-1-106, MCA. Section 17-1-106, MCA, requires any state agency, including the Montana Department of Transportation (MDT), which receives non-general funds to identify and recover its indirect costs. These costs are in addition to direct project costs. MDT's indirect cost rate is determined annually as a percentage of the project's direct costs to cover the project's share of MDT's indirect costs as defined by 2 CFR Part 225 (formerly OMB Circular A-87). MDT's current indirect cost rate is 9.64% for state fiscal year 2012 (July 1, 2011 to June 30, 2012). If this project extends across more than one fiscal year, more than one annual rate will be involved, as the rate may change during the life of the project.

7. The City will develop and prepare all of the necessary design plans, specifications, estimates and contract documents for the project in accordance with the CTEP Manual. The selection and retention of any individual or firm to provide or furnish any engineering or design related services shall be based upon qualifications in accordance with the CTEP Manual's Consultant Services procedures.

8. The City will solicit for competitive bids and award a contract to construct the project. The solicitation for the construction contract may be by competitive bid or limited solicitation, so long as the cost does not exceed \$50,000; should the project's construction cost exceed \$50,000, it must be by competitive bid. The City will administer any construction contract and provide the supervision, inspection and documentation required to ensure the project is completed satisfactorily. The State will perform a final project review to ensure substantial compliance with project plans, specifications and estimates.

9. The City and any consultant and/or contractor it may employ in pursuit of project completion will comply with applicable Equal Employment Opportunity (EEO) requirements, Disadvantaged Business Enterprise (DBE) goals, Americans with Disabilities Act (ADA) and Federal Labor Requirements.

10. The City will provide documentation necessary to comply with applicable environmental requirements, including the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act (NHPA) and Section 4(f) of the DOT Act.
11. The City will complete and submit the applicable supporting documentation to the State for review and concurrence prior to beginning the next step in the project's development or construction process, as identified in the CTEP Manual.
12. The City will allow inspection of all work and project-related records by the personnel or agents of the State and FHWA.
13. Cities subject to the authority of the Montana Single Audit Act will secure an independent audit in compliance with OMB Circular A-133 and submit a copy to the Montana Department of Administration, Local Government Services Bureau, PO Box 200547, Helena, MT, 59620-0547.
14. Except for any suits, claims, actions, losses, costs or damages which are solely the result of the negligent acts or omissions or misconduct of State employees, the City agrees that it will protect, indemnify, and save harmless the State and Department of Transportation against and from all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), and losses to them from any cause whatever from the project, and including any suits, claims, actions, losses, costs or damages of any kind, including the State and Department's legal expenses, made against the State or Department by anyone arising out of, in connection with, or incidental to the project and its construction or use or maintenance.
15. The City will retain project-related records and documents for a period of three years after the closing of the project.
16. The City may submit a claim once a month detailing items and quantities of acceptable work completed that period to the CTEP Office for the project development and/or construction costs incurred. The request will be accompanied by documentation substantiating the amount requested and identifying the applicable federal share.
17. This agreement shall become effective upon execution by both parties. It may be modified only by prior written agreement of both parties.
18. The City will service, maintain, and pay the cost of operating the project described in this agreement.
19. The City and State understand and agree that this agreement is subject to the requirements of OMB Circular A-133; non-federal entities that expend \$500,000 or more in a year in federal awards shall have a single audit conducted. The City agrees to have a single audit conducted if it meets the above threshold.
20. During the performance of this agreement the City, for itself, its assignees and successors in interest, agrees as follows:

A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

- (1) Compliance with Regulations: The City shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by

reference and made a part of this Agreement, even if only state funding is here involved.

- (2) Nondiscrimination: The City, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Sec. 21.5.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the City for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the City of the City's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The City will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the City's noncompliance with the nondiscrimination provisions of this Agreement, the State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
 - (a) Withholding payments to the City under the Agreement until the City complies, and/or
 - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The City will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The City will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the City is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the City may request the State to enter into the litigation to protect the interests of the State, and, in addition, the City or the State may request the United States to enter into such litigation to protect the interests of the United States.

B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, SEC. 49-3-207, MCA

In accordance with Section 49-3-207, MCA, the City agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

- (1) The City will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) The City will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The City will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the City. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the City."**
- (3) All video recordings produced and created under contract and/or agreement will be closed-captioned.

D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR PART 26

Each Agreement the Department signs with a City (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The City, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The City shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the City to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

IN WITNESS WHEREOF, the Department's authorized representative has signed on behalf of the State of Montana, and the Mayor of the City of Billings has signed and affixed hereto the seal of the City.

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

BY _____, 2012

APPROVED FOR LEGAL CONTENT



MDT Legal Counsel

CITY OF BILLINGS

ATTEST-CITY CLERK

MAYOR

_____ By _____

I, _____, Billings City Clerk, hereby certify that this agreement was regularly adopted by the City Council at a meeting held on the _____ day of _____, 20____, and that the Council authorized the Mayor to sign this agreement on behalf of the City.

[OFFICIAL SEAL]

City Clerk

Regular City Council Meeting

Meeting Date: 02/27/2012

TITLE: Utility Relocation Agreements for the New Library Building

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The new library building will be constructed along 6th Avenue North between North Broadway and North 29th Street. The building will stretch over the existing alley that runs in a north/south direction between the two streets. There are a number of overhead and underground utilities that occupy the alley including power, communication cable, fiber-optics, and gas. All of the utilities need to be relocated for the construction of the library. The utility companies have agreed to relocate the utilities to North 29th Street and have given the City a cost to do this work. It is necessary to pay the utility companies due to the fact that they occupy an existing right of way that will be vacated. The utility companies include Montana Dakota Utilities, Northwestern Energy, Optimum, and Integra. It is necessary to enter into an agreement with the utility companies in order for them to start the relocation. The project will relocate the lines to 7th Avenue North, place all of them underground and the Billings Clinic has agreed to participate in their proportionate share of the relocation cost.

ALTERNATIVES ANALYZED

The Council may:

- Approve the agreements with Northwestern Energy and MDU; or
- Do not approve the agreements which would require a redesign of the library building.

FINANCIAL IMPACT

The City's price from Northwestern Energy to relocate the power is \$170,055.69. The MDU price is \$192/lf for approximately 890 feet for a total of \$170,880.00. MDU has agreed to perform all of the trenching for itself and for all of the other utility companies. The City's cost for Integra to relocate is \$30,393.55. The City's cost for Optimum is approximately \$5,800.00. The agreement with Integra and Optimum will be signed by the City Administrator. The funds for the utility relocation are budgeted into the cost for the library construction project.

RECOMMENDATION

Staff recommends that Council approve the agreements with Northwestern Energy and MDU to relocate the utilities for the construction of the new library.

APPROVED BY CITY ADMINISTRATOR

Attachments

Northwestern Energy Customer Agreement

NWE Utility Location Agreement

MDU Utility Location Agreement

Is this a Residential Electric Advance?

- N/A - CIAC
- 10 YR. Residential Advance
- 5 YR. Advance

CUSTOMER AGREEMENT

THIS AGREEMENT is made and entered into on 02/07/2012, by and between NorthWestern Energy "Company" and CITY OF BILLINGS of PO BOX 1178 , BILLINGS, MT 59103, "Customer".

I. THE COMPANY AGREES:

1. To install, operate and maintain utility facilities to provide services to the Customer at 510 N BROADWAY - NEW LIBRARY, BILLINGS, MT 59101 in accordance with the applicable rules and regulations and at rates set by the Montana Public Service Commission (MPSC). The Company shall locate lines and facilities on right of way provided and initially prepared and cleared as necessary by Customer. The lines and facilities shall remain the Company's property.
2. To abide by the general conditions and terms described in sections III and IV.

II. THE CUSTOMER AGREES:

1. To make a Contribution in Aid of Construction in the sum of \$ 5,049.69 , USD for construction of Transformer Removal. Customer shall make payment prior to Company scheduling the project for a construction start date. It is agreed that the Company will not refund any part of this sum.
2. To make a Contribution in Aid of Construction in the sum of \$ 12,422.00 , USD for construction of OH Primary Removal. Customer shall make payment prior to Company scheduling the project for a construction start date. It is agreed that the Company will not refund any part of this sum.
3. To make a Contribution in Aid of Construction in the sum of \$ 103,280.00 , USD for construction of Primary UG 3 Phase. Customer shall make payment prior to Company scheduling the project for a construction start date. It is agreed that the Company will not refund any part of this sum.
4. To make a Contribution in Aid of Construction in the sum of \$ 41,046.00 , USD for construction of Primary OH 3 Phase. Customer shall make payment prior to Company scheduling the project for a construction start date. It is agreed that the Company will not refund any part of this sum.
5. To make a Contribution in Aid of Construction in the sum of \$ 8,258.00 , USD for construction of Transformer Multi Phase OH. Customer shall make payment prior to Company scheduling the project for a construction start date. It is agreed that the Company will not refund any part of this sum.
6. To general conditions and terms as explained in sections III and IV.
7. Total Amount for this agreement \$ 170,055.69

III. GENERAL CONDITIONS:

1. All terms, prices and conditions set forth in this Agreement are subject to changes or additions due to rules, regulations, ordinances, changes in scope of project, and laws that may be amended or enacted.
2. Prices set forth in this agreement are in effect for 4 months from the agreement date entered into between the customer and NorthWestern Energy.
3. The Customer shall pay the costs of moving Company facilities or making other modifications required to meet city, state, or national codes.

4. The Customer shall provide service entrance and termination points as specified by the Company's installation standards in effect at the time construction begins.
5. The Company shall establish service within a reasonable period of time after the Customer's equipment passes inspection by the state and local authorities as required by law.
6. The Company will proceed with the survey, design and construction of its facilities in a normal manner using its existing work force and material supply sources. All work is to be done during normal working hours and the Company may reschedule the work to achieve efficient workload of Company forces. Availability of materials, weather conditions, frozen ground, access, or obtaining permits from governmental agencies or railroads may cause delays beyond the Company's or the Customer's control.
7. The customer requests utilities to be installed with the understanding that ground-level is to final grade. Should changes to grade be made in the future that result in NorthWestern Energy's facilities needing to be either raised or lowered, the customer is responsible for the costs associated with this change.
8. Prior to installation of facilities, the Customer is responsible for physically marking on the property any customer-owned facilities including, but not limited to, underground sprinkling systems, septic tanks, and satellite dish cabling. NorthWestern Energy is not responsible for repairing any unmarked customer-owned facilities. The NorthWestern Energy Construction Department can be contacted with questions on how to appropriately mark customer-owned facilities.
9. If the Customer requests that electric and gas facilities be installed in frozen ground, the Customer may be responsible for additional charges for installation. The Company will notify the Customer of these charges prior to installation.
10. The Customer is responsible for the restoration of private roadway(s) and/or landscaping. The Company will make a reasonable attempt to preserve the private roadway(s) and/or landscaping, but final compaction and restoration is the Customer's responsibility.
11. MPSC rules governing gas and electric line extensions are available upon request.

IV. DEFINITIONS

1. CONTRIBUTION IN AID OF CONSTRUCTION

A non-refundable payment made by a Customer to pay for costs beyond the free allowance when there are no more customers expected to connect to facilities installed by this Agreement.

2. CUSTOMER ADVANCE

A refundable payment made by a customer to pay for costs beyond the free allowance when more Customers are expected to connect to facilities installed under this Agreement.

New customers that attach to existing lines with a current Advance line protection may be required to share equitably in the outstanding payment amount if connecting within 5 years (10 years for Single Family Residential Electric Service - excluding new residential subdivision and townhouse connects) from the construction date of the original line.

Or

A refundable payment made by a Customer to pay for a line extension to a new load of uncertain duration

V. ADDITIONAL CONDITIONS:

Customer requested relocation of existing overhead primary distribution to make way for new library.

The cost of this project is based on the following conditions and may be adjusted at any time:

1. This estimate is valid for 4 months. After that point, the project will be reviewed for any changes in costs.
2. NWE will perform one line extension engineering cost estimate per year at this location free of charge. If subsequent estimates are requested, a charge of \$61.00/hour (minimum charge = \$61.00) will be assessed and is payable prior to the subsequent estimate being calculated. If the customer decides to proceed, fees paid would be credited toward the construction costs.
3. The electric meter base will be placed in a location approved by NWE prior to the installation of the customer's or NWE's facilities.
4. The customer is to install their facilities as specified in NWE's "New Service Guide" and "Electric Service Requirements & Guidelines" book.
5. The customer is to obtain an electrical permit for the above installation from the appropriate governmental agency, and will provide either a copy of the permit or the permit number to NWE.
6. Normal digging conditions (i.e. no frost or large rock). An additional fee will be assessed and collected prior to construction if either condition is anticipated at the time of construction.
7. Any required easements and/or permits can be obtained at no cost to Northwestern Energy. The customer agrees to grant NWE an easement along the route of the power line on his property, and must obtain easements/permission from any other landowners whose property the line will cross.
8. Restoration of asphalt, gravel, concrete and vegetation is the responsibility of the customer. NWE will not be responsible for any restoration.
9. All underground facilities belonging to the customer must be marked (i.e. septic lines, electric or phone lines to out buildings). NorthWestern Energy will not be responsible for repair if these lines are not accurately marked.

NorthWestern Energy must receive all fees, contracts, permits easements etc. prior to the ordering of materials, scheduling of crews or the start of construction by NorthWestern Energy crews.

NorthWestern Energy

By : Walt Backen

Its : DIVISION ENGINEER

CITY OF BILLINGS (Customer)

By : _____

Date : _____



UTILITY RELOCATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as “City,” and **Northwestern Energy, Inc.**, hereinafter referred to as “Contractor.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. Purpose: City agrees to hire Contractor as an independent contractor to perform the services of underground utility relocation described in the Scope of Work attached hereto as Exhibit “A”, labeled “Customer Agreement” and by this reference made a part hereof.

2. Effective Date: This Agreement is effective upon the date of its execution and will terminate on upon the anticipated completion of the utility relocation by Contractor which is anticipated to be June 1, 2012. The parties may extend the duration of this contract, by written agreement prior to its termination.

3. Scope of Work: The Contractor shall perform the services outlined in Exhibit “A”. In performing these services, the Contractor shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

4. Payment: City agrees to pay Contractor \$170,055.69 for the work described in the Scope of Work in Exhibit “A”. Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

If partial payment is requested by Contractor, it shall be made upon invoice and said estimate being proportioned to the work completed by the Contractor. City shall deduct five percent (5%) from each 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 invoice by the City, and determination has been made by the City that the scope of work has been satisfactorily completed.



5. Independent Contractor Status: The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation insurance coverage for all members and employees of Contractor's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

Contractor shall furnish City with copies showing one of the following: **(1)** proof of registration as a registered contractor under Title 39, Chapter 9, MCA; **(2)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or **(3)** proof of exemption from workers' compensation granted by law for independent contractors.

6. Indemnity and Insurance: Contractor agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees. **For this purpose, Contractor shall provide City with proof of Commercial General liability insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$1.5 million per occurrence and naming the City as an additional insured. The insurance must be in a form suitable to City.**

7. Warranty: Contractor warrants that all services and work will be performed in a good workman-like manner. Contractor acknowledges that it will be liable for any breach of this warranty for the lesser for a period of one (1) year from the time services are completed or any warranty described in the Scope of Work in Exhibit "A".

8. Compliance with Laws: Contractor agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. Contractor agrees to purchase a City business license.

9. Contractors' Gross Receipts Tax: Contractor understands that all contractors or subcontractors working on a publicly funded construction project, including any work requiring the installation, addition, placement, replacement, or removal of any equipment, parts, structures, or materials of any kind whatsoever, are required to pay or have withheld from earnings one percent



(1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more.

10. Nondiscrimination: Contractor agrees that all hiring by Contractor of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

11. Default and Termination: If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

12. Liaison: City's designated liaison with Contractor is Chris Hertz and Contractor's designated liaison with City is Walt Backer.

13. Governing Law and Venue: This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

14. Severability: Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

15. Successors and Assigns: Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

16. Ownership of Documents: All documents, data, drawings, specifications, software applications and other products or materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if



the documents, products and materials prepared by the Contractor are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Contractor harmless for such use. All or any portions of materials, products and documents produced under this Agreement may be used by the Contractor upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City. The Contractor shall preserve the confidentiality of all City documents and data accessed for use in Contractor's work product.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

**NORTHWESTERN ENERGY, Inc.
CONTRACTOR**

By _____
Thomas W. Hanel, Mayor

By _____

Print Name _____

Print Title _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, City Attorney

Is this a Residential Electric Advance?

- N/A - CIAC
 10 YR. Residential Advance
 5 YR. Advance

CUSTOMER AGREEMENT

THIS AGREEMENT is made and entered into on 02/07/2012, by and between NorthWestern Energy "Company" and CITY OF BILLINGS of PO BOX 1178 , BILLINGS, MT 59103, "Customer".

I. THE COMPANY AGREES:

1. To install, operate and maintain utility facilities to provide services to the Customer at 510 N BROADWAY - NEW LIBRARY, BILLINGS, MT 59101 in accordance with the applicable rules and regulations and at rates set by the Montana Public Service Commission (MPSC). The Company shall locate lines and facilities on right of way provided and initially prepared and cleared as necessary by Customer. The lines and facilities shall remain the Company's property.
2. To abide by the general conditions and terms described in sections III and IV.

II. THE CUSTOMER AGREES:

1. To make a Contribution in Aid of Construction in the sum of \$ 5,049.69 , USD for construction of Transformer Removal. Customer shall make payment prior to Company scheduling the project for a construction start date. It is agreed that the Company will not refund any part of this sum.
2. To make a Contribution in Aid of Construction in the sum of \$ 12,422.00 , USD for construction of OH Primary Removal. Customer shall make payment prior to Company scheduling the project for a construction start date. It is agreed that the Company will not refund any part of this sum.
3. To make a Contribution in Aid of Construction in the sum of \$ 103,280.00 , USD for construction of Primary UG 3 Phase. Customer shall make payment prior to Company scheduling the project for a construction start date. It is agreed that the Company will not refund any part of this sum.
4. To make a Contribution in Aid of Construction in the sum of \$ 41,046.00 , USD for construction of Primary OH 3 Phase. Customer shall make payment prior to Company scheduling the project for a construction start date. It is agreed that the Company will not refund any part of this sum.
5. To make a Contribution in Aid of Construction in the sum of \$ 8,258.00 , USD for construction of Transformer Multi Phase OH. Customer shall make payment prior to Company scheduling the project for a construction start date. It is agreed that the Company will not refund any part of this sum.
6. To general conditions and terms as explained in sections III and IV.
7. Total Amount for this agreement \$ 170,055.69

III. GENERAL CONDITIONS:

1. All terms, prices and conditions set forth in this Agreement are subject to changes or additions due to rules, regulations, ordinances, changes in scope of project, and laws that may be amended or enacted.
2. Prices set forth in this agreement are in effect for 4 months from the agreement date entered into between the customer and NorthWestern Energy.
3. The Customer shall pay the costs of moving Company facilities or making other modifications required to meet city, state, or national codes.

4. The Customer shall provide service entrance and termination points as specified by the Company's installation standards in effect at the time construction begins.
5. The Company shall establish service within a reasonable period of time after the Customer's equipment passes inspection by the state and local authorities as required by law.
6. The Company will proceed with the survey, design and construction of its facilities in a normal manner using its existing work force and material supply sources. All work is to be done during normal working hours and the Company may reschedule the work to achieve efficient workload of Company forces. Availability of materials, weather conditions, frozen ground, access, or obtaining permits from governmental agencies or railroads may cause delays beyond the Company's or the Customer's control.
7. The customer requests utilities to be installed with the understanding that ground-level is to final grade. Should changes to grade be made in the future that result in NorthWestern Energy's facilities needing to be either raised or lowered, the customer is responsible for the costs associated with this change.
8. Prior to installation of facilities, the Customer is responsible for physically marking on the property any customer-owned facilities including, but not limited to, underground sprinkling systems, septic tanks, and satellite dish cabling. NorthWestern Energy is not responsible for repairing any unmarked customer-owned facilities. The NorthWestern Energy Construction Department can be contacted with questions on how to appropriately mark customer-owned facilities.
9. If the Customer requests that electric and gas facilities be installed in frozen ground, the Customer may be responsible for additional charges for installation. The Company will notify the Customer of these charges prior to installation.
10. The Customer is responsible for the restoration of private roadway(s) and/or landscaping. The Company will make a reasonable attempt to preserve the private roadway(s) and/or landscaping, but final compaction and restoration is the Customer's responsibility.
11. MPSC rules governing gas and electric line extensions are available upon request.

IV. DEFINITIONS

1. CONTRIBUTION IN AID OF CONSTRUCTION

A non-refundable payment made by a Customer to pay for costs beyond the free allowance when there are no more customers expected to connect to facilities installed by this Agreement.

2. CUSTOMER ADVANCE

A refundable payment made by a customer to pay for costs beyond the free allowance when more Customers are expected to connect to facilities installed under this Agreement.

New customers that attach to existing lines with a current Advance line protection may be required to share equitably in the outstanding payment amount if connecting within 5 years (10 years for Single Family Residential Electric Service - excluding new residential subdivision and townhouse connects) from the construction date of the original line.

Or

A refundable payment made by a Customer to pay for a line extension to a new load of uncertain duration

V. ADDITIONAL CONDITIONS:

Customer requested relocation of existing overhead primary distribution to make way for new library.

The cost of this project is based on the following conditions and may be adjusted at any time:

1. This estimate is valid for 4 months. After that point, the project will be reviewed for any changes in costs.
2. NWE will perform one line extension engineering cost estimate per year at this location free of charge. If subsequent estimates are requested, a charge of \$61.00/hour (minimum charge = \$61.00) will be assessed and is payable prior to the subsequent estimate being calculated. If the customer decides to proceed, fees paid would be credited toward the construction costs.
3. The electric meter base will be placed in a location approved by NWE prior to the installation of the customer's or NWE's facilities.
4. The customer is to install their facilities as specified in NWE's "New Service Guide" and "Electric Service Requirements & Guidelines" book.
5. The customer is to obtain an electrical permit for the above installation from the appropriate governmental agency, and will provide either a copy of the permit or the permit number to NWE.
6. Normal digging conditions (i.e. no frost or large rock). An additional fee will be assessed and collected prior to construction if either condition is anticipated at the time of construction.
7. Any required easements and/or permits can be obtained at no cost to Northwestern Energy. The customer agrees to grant NWE an easement along the route of the power line on his property, and must obtain easements/permission from any other landowners whose property the line will cross.
8. Restoration of asphalt, gravel, concrete and vegetation is the responsibility of the customer. NWE will not be responsible for any restoration.
9. All underground facilities belonging to the customer must be marked (i.e. septic lines, electric or phone lines to out buildings). NorthWestern Energy will not be responsible for repair if these lines are not accurately marked.

NorthWestern Energy must receive all fees, contracts, permits easements etc. prior to the ordering of materials, scheduling of crews or the start of construction by NorthWestern Energy crews.



UTILITY RELOCATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "City," and **Montana-Dakota Utilities Company, Inc.**, hereinafter referred to as "Contractor."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:** City agrees to hire Contractor as an independent contractor to perform the services of underground utility relocation including excavation and backfill in cooperation and coordination with three other companies whose underground equipment must also be relocated as a result of a new city library construction.

2. **Effective Date:** This Agreement is effective upon the date of its execution and will terminate on upon the anticipated completion of the utility relocation by Contractor which is anticipated to be June 1, 2012. The parties may extend the duration of this contract, by written agreement prior to its termination.

3. **Scope of Work:** The Contractor shall perform the following services: Excavation and backfill with 97% compaction of approximately 1050 feet of ditch (City's responsibility is for 890 lineal feet) in order to relocate existing utilities and install new utilities for the new Billings library. Excavation will begin in the alley south of the existing library, head north along the east side of North 29th street and will terminate within a private area on the Southeast intersection of 7th Avenue North. Areas to be re-paved include all City alleys and rights of way but do not include existing parking areas south of the new library. Curb and sidewalk removed on the south end will not be replaced but will be at the 7th Avenue North area.

Contractor will install a 6" PE main to replace the existing 6" steel main. Contractor will also install a 2" service line across North 29th Street in order to serve both the existing and new libraries. Each of the other utilities involved in this relocation project will be responsible for the installation of their own facilities within the trench which Contractor will provide. A \$200 per hour stand-by rate will be assessed for any delays in excess of thirty (30) minutes that are beyond the control of Contractor. A trench will be opened on 6th Avenue North in three increments, as requested, and Contractor will have these areas paved to the 8" thickness going across. All other areas will be replaced with 3" asphalt.



In performing these services, the Contractor shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

4. Payment: City agrees to pay Contractor \$170,880.00 for \$192.00 per lineal foot for the work described in the Scope of Work in Exhibit "A". Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

If partial payment is requested by Contractor, it shall be made upon invoice and said estimate being proportioned to the work completed by the Contractor. City shall deduct five percent (5%) from each 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 invoice by the City, and determination has been made by the City that the scope of work has been satisfactorily completed.

5. Independent Contractor Status: The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation insurance coverage for all members and employees of Contractor's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

Contractor shall furnish City with copies showing one of the following: **(1)** proof of registration as a registered contractor under Title 39, Chapter 9, MCA; **(2)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or **(3)** proof of exemption from workers' compensation granted by law for independent contractors.

6. Indemnity and Insurance: Contractor agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of



Contractor or its agents or employees. **For this purpose, Contractor shall provide City with proof of Commercial General liability insurance issued by a reliable company or companies**

for personal injury and property damage, in an amount not less than \$1.5 million per occurrence and naming the City as an additional insured. The insurance must be in a form suitable to City.

7. Warranty: Contractor warrants that all services and work will be performed in a good workman-like manner. Contractor acknowledges that it will be liable for any breach of this warranty for the lesser for a period of one (1) year from the time services are completed or any warranty described in the Scope of Work in Exhibit "A".

8. Compliance with Laws: Contractor agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. Contractor agrees to purchase a City business license.

9. Contractors' Gross Receipts Tax: Contractor understands that all contractors or subcontractors working on a publicly funded construction project, including any work requiring the installation, addition, placement, replacement, or removal of any equipment, parts, structures, or materials of any kind whatsoever, are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more.

10. Nondiscrimination: Contractor agrees that all hiring by Contractor of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

11. Default and Termination: If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

12. Liaison: City's designated liaison with Contractor is Chris Hertz and Contractor's designated liaison with City is Debbie Buck.



13. Governing Law and Venue: This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

14. Severability: Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

15. Successors and Assigns: Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

16. Ownership of Documents: All documents, data, drawings, specifications, software applications and other products or materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Contractor are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Contractor harmless for such use. All or any portions of materials, products and documents produced under this Agreement may be used by the Contractor upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City. The Contractor shall preserve the confidentiality of all City documents and data accessed for use in Contractor's work product.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.



CITY OF BILLINGS, MONTANA

By _____
Thomas W. Hanel, Mayor

**Montana-Dakota Utilities Company, Inc.
CONTRACTOR**

By _____

Print Name _____

Print Title _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, City Attorney

Regular City Council Meeting

Meeting Date: 02/27/2012

TITLE: Ground Lease with Corpat, Inc., DBA Alamo/National Car Rental

PRESENTED BY: Tom Binford

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

Corpat, Inc., DBA Alamo/National Car Rental is one of five rental car companies operating at the Airport. Corpat has provided on-Airport rental cars at the Billings Airport for over twenty years. Prior to the construction of the new Quick Turn Around Car Wash Facility (QTA), the on-Airport rental car companies used an old Airport owned facility on the east end of the Airport as their operations and wash facility. During its occupancy at the old facility, Corpat constructed a 1,200 square foot steel building directly south of the old wash facility to provide additional operations and storage space for its rental car operations. After the completion of the new QTA, all rental car operations were moved to the new facility located on the west end of the Airport. Corpat desires to continue to use the building it constructed at the old wash/operations facility for additional storage for its rental car operations at the Airport. Staff has worked with Corpat on a one-year ground lease for 3,900 square feet to permit Corpat to retain its building on site at the old wash/operations facility for additional storage purposes. The Lease provides for optional one-year extensions and early cancellation should the need arise to clear the area for a new larger development. The initial term of the Lease commences January 1, 2012 and terminates on December 31, 2012.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the Limited Commercial Use Ground Lease with Corpat, Inc., DBA Alamo/National; or
- Not approve the Limited Commercial Use Ground Lease with Corpat, Inc., DBA Alamo/National and require that Corpat remove its steel building from Airport premises.

FINANCIAL IMPACT

The Ground Lease is for 3,900 square feet and will provide \$975.00 annual rental revenue to the Airport in the first year. The rental rate for any annual extensions of the term would be adjusted by the Consumer Price Index for All Urban Consumers (CPI-U).

RECOMMENDATION

Staff recommends that the City Council approve the Limited Commercial Use Ground Lease with Corpat, Inc., DBA Alamo/National.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 02/27/2012

TITLE: WO 11-05; 2011 Chapple Area Water Main Improvements; Contract for Professional Services, Amendment No. 1

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Proposed Amendment No. 1 to the City's Professional Services Agreement with Morrison Maierle, Inc. (MMI) for Work Order 11-05 would increase the \$272,188.00 contract amount by \$61,467.75. The new contract amount would increase to \$333,655.75, which is 22.6% higher than the original contract value.

Authorizing this contract increase would add design and construction administration services which have been determined to be outside the original contract scope. These items include:

1. MDEQ Review Fees: In order to avoid delays in design review and approval from MDEQ, the City requested that MMI pay the review fees. (\$1,807.75 increase)

2. Geotechnical Testing: Due to the Contractor's (Ahanu Construction) means and methods, more materials testing was necessary than originally budgeted. Use of multiple borrow sources for backfill, varying source mixing strategies and non-customary compaction sequencing and scheduling led to a testing budget overrun of \$5,130.00; however, because budget for potential geotechnical and pavement issues in the Arnold Palmer and Mickey Wright street areas was not used, there is also a \$6,000 geotechnical testing credit due. (\$870.00 decrease)

3. Extra Resident Project Representative (RPR) Time: Contractor inefficiency throughout the project caused MMI's RPR hours to exceed budget by 562 hours (\$53,390.00). At the time the subject amendment was requested, MMI informed City staff that based on previous work done for the City on similar projects, time for one full-time RPR was budgeted for the project duration. MMI remained optimistic early-on in construction that Ahanu's methods and efficiency would improve over time and enable MMI to ultimately recover a significant amount of RPR hours; however, Ahanu's work continued to require uncharacteristically strong oversight and MMI was forced to continue with two full-time RPRs throughout the project. Unfortunately, MMI did not realize the extent to which they would exceed their staff budget until the last month of the project.

Of the \$53,390.00 in extra RPR costs, the City has already recovered \$4,905.00 of RPR overtime through previous Contractor Pay Estimate deductions and plans to recover from the Contractor's Final Pay Estimate an additional \$7,500.00 in RPR time for work occurring beyond the Contract Time. (\$53,390.00 increase)

4. Extra Project Engineer Time: Due to the ongoing Contractor work inefficiency, the need to address ongoing Contractor work quality issues, and the handling of other non-standard administrative issues during the course of the project, an additional 60 hours of Senior Engineer I time is requested. (\$7,140.00 increase)

The City requires that a contract amendment be requested before funds are spent. Unfortunately, the unconventional approaches taken by the construction contractor throughout the project and the large amount of engineering resources that were required late in the construction contract contributed to MMI realizing in the final month that the engineering budget was overspent.

ALTERNATIVES ANALYZED

The City Council may:

- Authorize an amendment increasing MMI's engineering contract value by \$61,467.75; or
- Do not authorize the contract amendment.

FINANCIAL IMPACT

The contract amendment is requested in the amount of \$61,467.75. The City will be recovering approximately \$12,000 from the contractor for items allowed by the contract documents. The net increase in City funding is therefore \$49,000. Sufficient water funds are available to pay for this contract increase.

RECOMMENDATION

Staff recommends that Council authorize proposed Amendment No. 1 to the City's Professional Services Agreement with MMI for Work Order 11-05 which would increase the contract amount by \$61,467.75.

APPROVED BY CITY ADMINISTRATOR

Attachments

WO 11-05 PES Contract Amend. No. 1

AMENDMENT NO. 1
TO
CONTRACT FOR PROFESSIONAL SERVICES
FOR
W.O. 11-05, 2011 CHAPPLE AREA WATER MAIN IMPROVEMENTS

THIS AGREEMENT, made and entered into on November 22, 2010, by and between the following:

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

and

Morrison Maierle, Inc.
315 North 25th Street, Suite 102
Billings, Montana 59101
Hereinafter designated the Consultant

WITNESSETH:

WHEREAS, the City and Consultant have entered into a contract dated November 22, 2010 for Consultant to provide engineering services to the City for Work Order 11-05, 2011 Chapple Area Water Main Improvements and;

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

WHEREAS, the City has authority to contract for consulting engineering, and;

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

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

Owner-requested addition of design services, geotechnical testing, and construction administration services. Owner deletion of additional surface/subsurface investigation.

Amend Section 1.A. of Appendix B to:

A. For services rendered, Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed Three Hundred Thirty Three Thousand Six Hundred Fifty Five and 75/100 Dollars (\$333,655.75) based on the following tasks:

1.	Project Management	\$ 9,600.00
2.	Survey	\$ 42,411.00
3.	Materials Testing and Geotechnical	\$ 12,610.00
4.	Additional Surface/Subsurface Investigation	\$ 0.00
5.	Design	\$109,450.75
6.	Construction Administration	\$150,031.00
7.	Closeout Services	\$ 9,553.00

TOTAL INCREASE THIS AMENDMENT: \$61,467.75.

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

CONSULTANT: Morrison Maierle, Inc.

NAME: Carl J. Anderson, PE

BY: _____

TITLE: Vice President

DATE: _____

CITY OF BILLINGS, MONTANA

BY: _____

City Council or Designee

DATE: _____

Regular City Council Meeting

Meeting Date: 02/27/2012

TITLE: Approval of Amendment 19 with Morrison-Maierle, Inc. for Engineering Services for the Terminal Circle Road Rehabilitation Project

PRESENTED BY: Tom Binford

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

Due to the specialized nature of engineering services required for airfield infrastructure design, including knowledge of the Federal Aviation Administration (FAA) design and grant funding process, the City has historically entered into a five-year term contract to provide engineering services at the Airport. The City approved a five-year contract with Morrison-Maierle, Inc. to provide the design surveys, development of project plans, specifications and bidding documents, contract administration including coordination meetings, pay requests, etc. The contract also includes full time on-site inspection, construction surveys, and development and submittal of the final project closeout documents. The base five-year contract is amended each time a new project is undertaken, and Amendment #19 for \$64,895 includes all of the services indicated above for the Terminal Circle Road Rehabilitation Project. The pavement on the road is over 20 years old and is starting to deteriorate and break up. This project will remove one and one-half inches of pavement surface and replace it with new asphalt pavement. Additionally, the pavement surface in the Airport Administrative parking lot, east of the Terminal, will be removed and replaced. This project has to be planned to ensure one lane of traffic is open around Terminal Circle Road and access in and out of the parking lots will not be affected. The scope of work and associated engineering fees have been reviewed and negotiated by Airport staff.

ALTERNATIVES ANALYZED

The City Council may:

- Approve Amendment 19 for Engineering Services for the Terminal Circle Road Rehabilitation with Morrison-Maierle, Inc.; or
- Decline to approve Amendment 19, possibly delaying the project.

FINANCIAL IMPACT

The total cost of Amendment 19 for Engineering Services for the Terminal Circle Road Rehabilitation with Morrison-Maierle, Inc. is \$64,895. The source of funding for these fees will be the Airport's capital fund.

RECOMMENDATION

Staff recommends the City Council approve Amendment 19 with Morrison-Maierle, Inc. for Engineering Services for the Terminal Circle Road Rehabilitation in the amount of \$64,895.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 02/27/2012

TITLE: Acknowledge Receipt of Petition to Vacate Alley within Block 14 of Suburban Subdivision and Set a Public Hearing

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Pepsi-Cola Bottling Company has petitioned to vacate the alley within Block 14 of Suburban Subdivision between 3rd Street West and 4th Street West and Cook Avenue and Howard Avenue. Pepsi-Cola Bottling Company owns all of the property abutting the alley and may develop the property in the future, but has no immediate redevelopment plans. Currently, there is a sanitary sewer line running through the alley which only serves Pepsi. If vacated, the sanitary sewer line would become Pepsi's sanitary sewer service. The area of the alley proposed to be vacated is 11,483 square feet.

ALTERNATIVES ANALYZED

The Council may:

- Approve acknowledgment of petition to vacate the above-mentioned right-of-way and set a public hearing for March 26, 2012.
- Do not acknowledge the petition and terminate the right-of-way vacation process.

FINANCIAL IMPACT

In 2011, Pepsi-Cola Bottling Company purchased five lots within Block 14 of Suburban Subdivision. Pepsi submitted a Settlement Statement showing that they paid \$5.42/sf for the property. Pepsi is offering to pay the city \$5.42/sf for the alley. The total area of the alley is 11,483 square feet. Total compensation for the alley will be \$62,237.86.

RECOMMENDATION

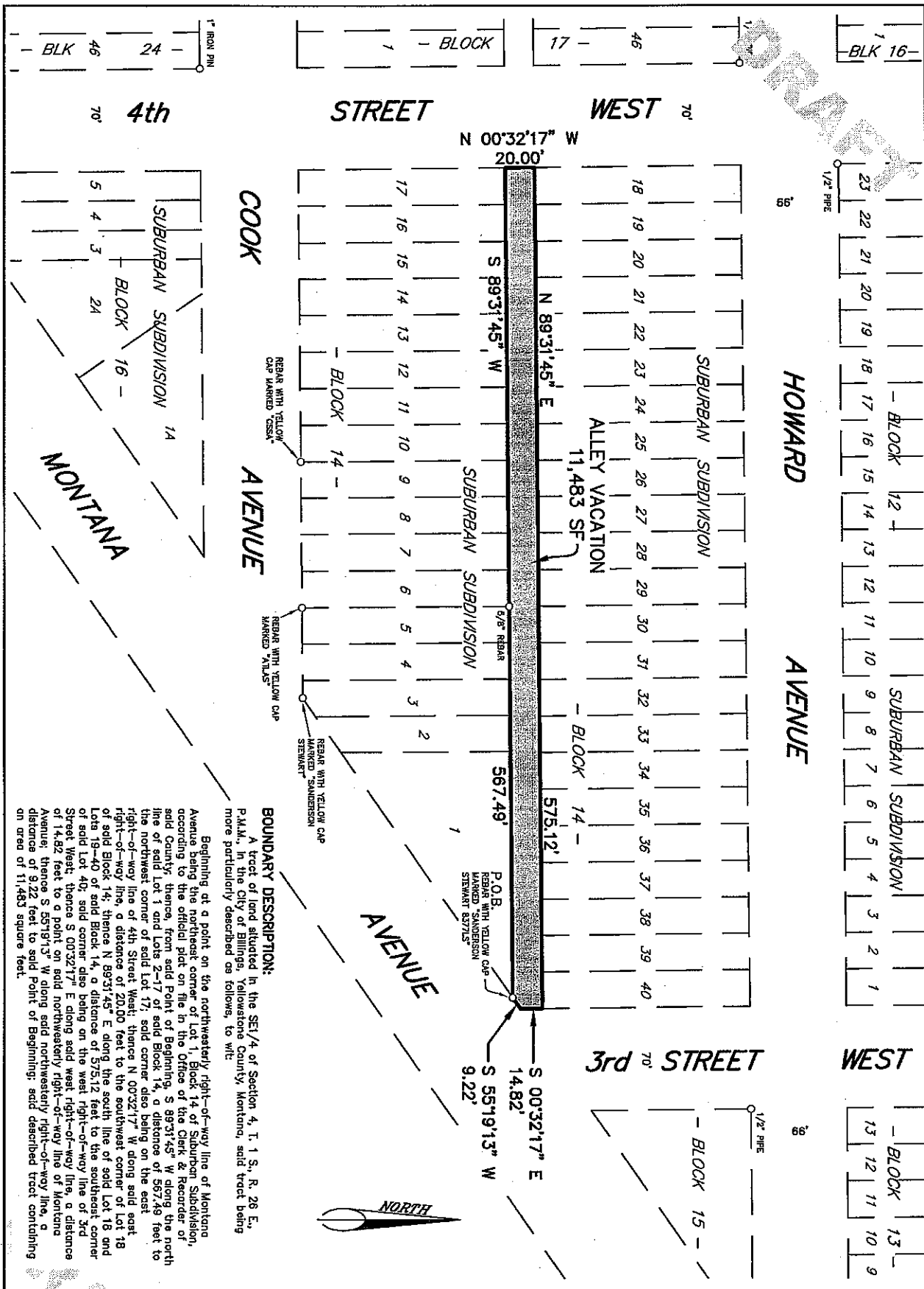
Staff recommends that Council acknowledge the receipt of petition to vacate the alley within Block 14 of Suburban Subdivision and set a public hearing for March 26, 2012.

APPROVED BY CITY ADMINISTRATOR

Attachments

Exhibit of Right of Way

Memo of Purchase Price

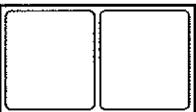


BOUNDARY DESCRIPTION:
 A tract of land situated in the SE1/4 of Section 4, T. 1 S., R. 28 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to wit:
 Beginning at a point on the northwesterly right-of-way line of Montana Avenue being the northeast corner of Lot 1, Block 14 of Suburban Subdivision, according to the official plat on file in the Office of the Clerk & Recorder of said County; thence, from said Point of Beginning, S 89°31'45" W along the north line of said Lot 1 and Lots 2-17 of said Block 14, a distance of 567.49 feet to the northwest corner of said Lot 17; said corner also being on the east right-of-way line of 4th Street West; thence N 00°32'17" W along said east right-of-way line a distance of 20.00 feet to the southeast corner of Lot 18 of said Block 14; thence N 89°31'45" E along the south line of said Lot 18 and Lots 19-40 of said Block 14, a distance of 575.12 feet to the southeast corner of said Lot 40; said corner also being on the west right-of-way line of 3rd Street West; thence S 00°32'17" E along said west right-of-way line, a distance of 14.82 feet to a point on said northwesterly right-of-way line of Montana Avenue; thence S 55°19'13" W along said northwesterly right-of-way line, a distance of 9.22 feet to said Point of Beginning; said described tract containing an area of 11,483 square feet.

DATE: 1-13-12	DATE: 1-13-12
DRAWN BY: MBERTRAM	DRAWN BY: MBERTRAM
CHECKED BY: MBERTRAM	CHECKED BY: MBERTRAM
DATE: 1-13-12	DATE: 1-13-12
DRAWN BY: MBERTRAM	DRAWN BY: MBERTRAM
CHECKED BY: MBERTRAM	CHECKED BY: MBERTRAM

ALLEY WITHIN BLOCK 14 OF SUBURBAN SUBDIVISION, SITUATED IN the SE1/4 of SECTION 4, T. 1 S., R. 28 E., P.M.M. IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

VACATION EXHIBIT



SANDERSON STEWART
 www.sandersonstewart.com

Attachment to Request to Vacate Public Right-of-Way

I. Interest of Petitioner in Right-of-Way Area

The Petitioner is the sole property owner of all adjacent property surrounding the Right-of-Way Area, as indicated in the owners report provided by American Title & Escrow and included in this application packet. The Petitioner would like to vacate the Right-of-Way Area to minimize traffic through the alley to provide safer working conditions for its employees. The Petitioner has also discussed re-locating existing utilities at its expense with each utility to allow it to build on top of and across the alley at a later date.

II. Purchase Price of Right-of-Way Area

Pursuant to Section 2(b) of Administrative Order No. 56, City of Billings, Montana, a petitioner seeking the vacation of a public right-of-way may submit comparable sales data from a recent property transaction within a reasonable proximity of the proposed right-of-way vacation area in lieu of the preparation of a formal appraisal. Accordingly, the Petitioner hereby requests that the valuation of Right-of-Way Area be determined in accordance with a recent purchase of property consisting of a portion of the Right-of-Way Area.

In May of 2011, the Petitioner purchased approximately 23,064 square feet (the "Parcel of Property") from a prior property owner. The Parcel of Property consists of a portion of the property adjacent to the Right-of-Way Area and is legally described as follows:

Lots 1, 2, 3, 4, and 5, Block 14 of Suburban Subdivision (lying North of the Northern Pacific Railway), in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder, Yellowstone County, Montana.

The Parcel of Property was purchased for a cumulative price of \$125,000.00, which included the land, buildings, and all improvements located thereon. The purchase price per square foot of the Parcel of Property consisting of land was \$5.42 ($\$125,000.00 / 23,064 \text{ sq. ft} = \$5.42 / \text{sq. ft.}$). Along with certain other materials, please find the following included with this application: (i) the HUD Settlement Statement showing the purchase price of the Parcel of Property, (ii) an exhibit prepared by Sanderson Stewart conveying the exact square footage of the alley, (iii) the land survey of the Parcel of Property prepared by Sanderson Stewart indicating its square footage, and (iv) a copy of Administrative Order No. 56, as referenced above.

The Right-of-Way Area is unimproved property and is, in part, adjacent to the Parcel of Property. The Petitioner therefore requests that a valuation of the Right-of-Way Area be based on the May 2011 purchase of the Parcel of Property at approximately \$5.42 / sq. ft. The Right-of-Way Area consists of approximately 11,483 square feet based on information prepared by Sanderson Stewart, as referenced above and included with this application. Accordingly, the Petitioner hereby requests that the Right-of-Way Area be valued at \$62,237.86 ($\$5.42 / \text{sq. ft.} * 11,483 \text{ sq. ft} = \$62,237.86$).

Regular City Council Meeting

Meeting Date: 02/27/2012

TITLE: St Patricks Day Parade & Street Fair

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

A street closure has been requested for the following event:

Who: Big Sky Senior Services

Event: St. Patrick's Day Parade & Celtic Street Fair Festivities

Date and Time: Saturday, March 17th, Parade at 10 am; Street fair from 8:00 am to 4:00 pm

Where: The established downtown parade route; Street fair under Skypoint

Recommended conditions of approval include Big Sky Senior Services:

1. Provide a certificate of insurance with required liability amounts naming the City of Billings as additional insured
2. Provide and install adequate traffic barricades directing motorists around closure
3. In the area of the street fair, the closed street(s) shall be provided with a minimum 10' wide unobstructed lane along all closed streets for fire apparatus and emergency vehicle access
4. Contact all businesses/residents affected and make them aware of the event
5. Clean the area to be used after the event and provide and empty waste cans

ALTERNATIVES ANALYZED

The Council may:

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

FINANCIAL IMPACT

Administrative time to process the permit is offset by the application fee. Any police assistance, traffic control, and litter removal are the responsibility of the Big Sky Senior Services.

RECOMMENDATION

Staff recommends that Council approve the street closure named above for the annual St. Patrick's Day Parade and Celtic Street Fair event.

APPROVED BY CITY ADMINISTRATOR

Attachments

St. Patricks Parade & Street Fair



**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 Denise Armstrong

ORGANIZATION MAKING APPLICATION Big Sky Senior Services.

PHONE (406) 259-3111

ADDRESS 3 1/2 N. 35th Billings MT 59101
CITY STATE ZIP

EMAIL ADDRESS dbarmstrong@BigSkySeniorServices.org

APPROXIMATE TIME EVENT WILL:

Assemble 8:00 am Start 10:00 am Disband 4:00 pm

DATE OF EVENT 3/17/2012

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

Big Sky Senior Services and The Save our Parade Committee work together to provide the City of Billings and surrounding area with a St. Patrick's Day Parade, Celtic Street Fair to celebrate the Irish heritage of Montana. This year's event will take place on St. Patrick's Day, 3/17/11 from 9am to 2pm. Set up begins at 8:00am between 1st & 3rd Aves on N. Broadway. The Parade will stage and follow the Traditional Route. The City Stage will be under Sky Bridge facing ~~South~~ North on South Side of 2nd Ave.

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

Attached

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

N/A

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

We will contract with B.I.D. for Clean up

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

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

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

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

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

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

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

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

APPLICANT SIGNATURE *Lenie Armstrong* DATE 10-24-11

APPLICATION APPROVED _____ DATE _____

APPLICATION DENIED _____ DATE _____

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

FOR CITY USE ONLY

FEE: \$100.00

PAID: _____

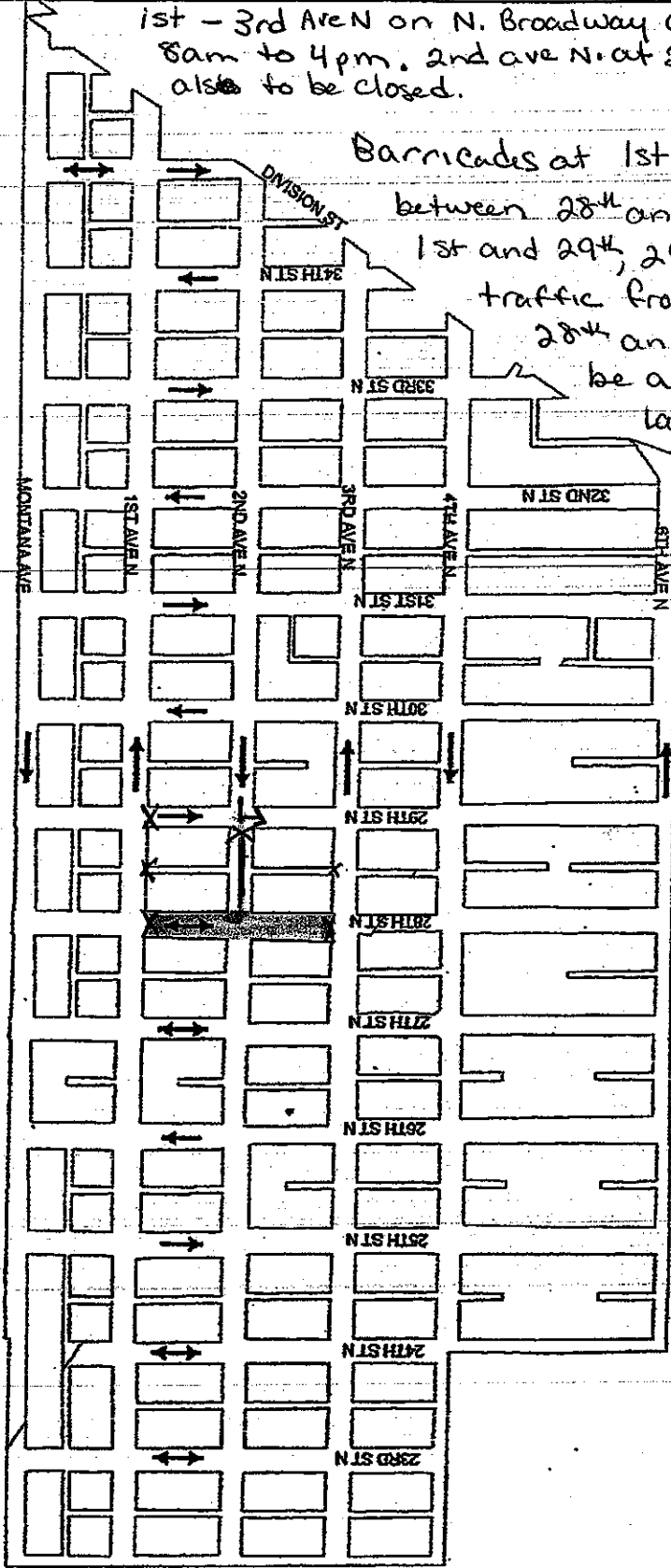
DATE: _____

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

Celtic Street Fair

1st - 3rd Ave N on N. Broadway Closed From 8am to 4pm. 2nd ave N. at 29th North to 27th N also to be closed.

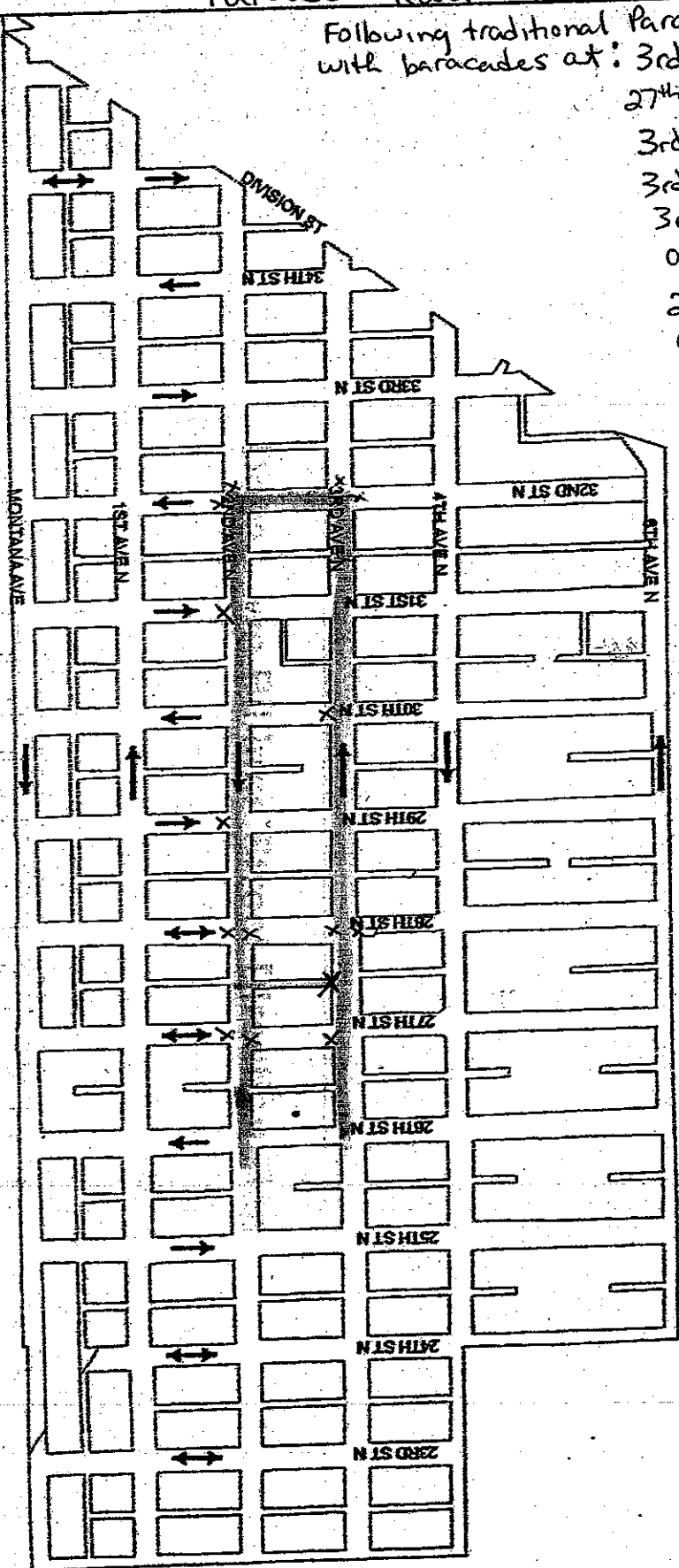
Barricades at 1st and 28th, alley between 28th and 29th on 1st and 3rd
 1st and 29th, 29th and 2nd, Diverting traffic from 2nd onto 29th, 28th and 3rd. There will be a 10ft wide emergency lane on 28th N. from 1st to 3rd



Downtown Billings Street Direction Map

Please See Attached map for Detail
Parade Route

Following traditional Parade Route
with barricades at: 3rd alley between
27th & 28th on ^{North} entrance
3rd and 28th ~~South~~
3rd and 30th
3rd and 32nd at North
and ~~West~~ intersections
2nd and 32nd at West
and South intersections
2nd and 31st
2nd and 29th
2nd and 28th



Downtown Billings Street Direction Map

Soft Close on
23rd 24th 25th 26th



CERTIFICATE OF LIABILITY INSURANCE

BIGSK-1

OP ID: JG

DATE (MM/DD/YYYY)
02/07/12

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 FNIA MLB Christopher W. Nugent 1 S. Wacker Drive, Suite 2380 Chicago, IL 60606 Polly Kosyla	312 715 3029 312 756 3023	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: First Nonprofit Insurance Co		NAIC #
INSURED Big Sky Senior Services 3 1/2 North 35th Street Billings, MT 59101	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		TMP2519783-11	08/01/11	08/01/12	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			TMP2519783-11	08/01/11	08/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			UXL2508155-12	03/17/12	03/17/13	EACH OCCURRENCE \$ AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

City of Billings is an additional insured, but solely with respect to that organization's liability arising out of the named insured's operations or premises owned by the named insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Billings 2224 Montana Ave. Billings, MT 59101	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 
---	---

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Regular City Council Meeting

Meeting Date: 02/27/2012

TITLE: Purple 5K- Spare Change for Real Change

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

A race route and street closure has been requested for the following event:

Who: Downtown Billings Association

Event: Purple 5K Race and After Race Event to raise money and awareness for Spare Change for Real Change

Date and Time: Sunday, March 25, from 10:00 am until 2:00 pm

Where: Race Route: Starts at Grandview Park, tours the hospital district and ends downtown under Skypoint. The after race event will be a street closure under Skypoint at 2nd Ave N between N. Broadway and N. 27th. They are requesting that the 100 block and 200 block of N. 29th and N. Broadway be closed from traffic for the entire event due to safety concerns for the participants.

Recommended conditions of approval include Downtown Billings Association:

1. Provide a certificate of insurance with required liability amounts 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 to notify motorists of the event
4. Clean the area to be used
5. Notify affected businesses of the event
6. Downtown Billings to coordinate meeting with our traffic engineer prior to race day.

ALTERNATIVES ANALYZED

The Council may:

- Approve the request to use the above race route for the run/walk event and street closure; 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 Spare Change for Real Change.

RECOMMENDATION

Staff recommends that Council approve the use of the streets listed above for the annual Purple 5K Race and the street closure for the after race event.

APPROVED BY CITY ADMINISTRATOR

Attachments

Purple 5k

2/27/12
Council



City of Billings
RIGHT - OF - WAY ACTIVITY
PERMIT

Please check the type of activity you are applying for:

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

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

PERSON MAKING APPLICATION JOE STOUT

ORGANIZATION MAKING APPLICATION DOWNTOWN BILLINGS ASSOCIATION

ADDRESS 2815 2ND AVE NORTH CITY BILLINGS State MT Zip 59101

EMAIL ADDRESS JOES@DOWNTOWNBILLINGS.COM

APPROXIMATE TIME EVENT WILL:

Assemble 10 AM Start 12 PM Disband 2 PM

DATE OF EVENT 25 MARCH, 2012

PURPOSE OF EVENT: (Description and detail of plans)

TO RAISE MONEY AND AWARENESS FOR SPARE CHANGE FOR REAL CHANGE, A 5K RACE THAT STARTS AT GRANDVIEW PARK, TOURS THE HOSPITAL DISTRICT, AND ENDS DOWNTOWN.

EVENT ROUTE DESIRED (IF APPLICABLE) - Please attach map

PLEASE SEE ATTACHED MAP

BLOCK PARTY STREET LOCATION (IF APPLICABLE)

SKYPOINT (100, 200 BLOCKS OF BROADWAY, 2800 BLOCK OF 2ND)
E 100, 200 BLOCKS OF N. 29TH CLOSED TO TRAFFIC

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

BID STAFF (PURPLE PEOPLE) AND VOLUNTEERS

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

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

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

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

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

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

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

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

APPLICANT SIGNATURE JOE STOUT DATE 22 DEC '11

APPLICANT APPROVED _____ DATE _____

APPLICANT DENIED _____ DATE _____

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

FOR CITY USE ONLY

FEE: _____
APPLICANT NOTIFIED BY: _____
DATE: _____

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

3rd Annual Purple 5K (March 25, 2012)

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

	Business Name:	Address:	Signature:
1	Hippy Concierge	2813 2nd Ave N.	[Signature]
2	Bottega	2814 2nd Ave N	[Signature]
3	Montague's	2810 2nd Ave N	[Signature]
4	Paula's Edibles	2712 2nd Ave N.	[Signature]
5	INDIAN NATIONS	207 N. Broadway	[Signature]
6	HELIZASALON	217 N. BROADWAY	[Signature]
7	Prairie Blossoms	225 N. Broadway	[Signature]
8	CRICKET CLOTHING CO.	2814 2nd ave N	[Signature]
9	Mendham	2818 2nd Ave N	[Signature]
10	Sherry Daly	110 N. 29th St.	[Signature]
11	Michael Bickman	116 N. 29th	[Signature]
12	Photokart	2923 7th Ave N	[Signature]
13	Joe AKOM	2917 2nd Ave N	[Signature]
14	Pam Yeager	202 N. 29th	[Signature]
15	Barbara Shindel	223 N. 29th	[Signature]
16	U. S. Inc. ^{Brew Pub}	113 N. Broadway	[Signature]
17	J. Mentzer BIN 119	119 N. BROADWAY	[Signature]
18	Q. J. Menara	100 N. Broadway	[Signature]
19	M. J. Danner	100 N. Broadway	[Signature]
20	IN STEP Shoes	108 N. Broadway	[Signature]

EVENT APPLICATION – WITH STREET CLOSURE Permit Application

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

STEP 1: Make sure you have a PLAN AND that your block neighbors are "on board" with the idea...or, at least, do not object to your plan.

-Date(s) of Event: 25 MARCH 2012

-Does this event require any Street Closure? Yes No

-Do you have Liability Insurance that will cover this event? Yes No
(You will be required to provide a "Binder" to the City of Billings showing coverage)

-Will you be serving alcoholic beverages? Yes No
(A permit may be required from the Billings Police Department)

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

List all: 200, 100 BLOCKS OF N BROADWAY 100, 200 BLOCK N 29TH
2800 BLOCK OF 2ND AVE
2900 BLOCK OF 2ND AVE

Briefly Describe Your Event Activity/Participants:

5K ROAD RACE FUNDRAISER FOR SPARE CHANGE FOR REAL CHANGE

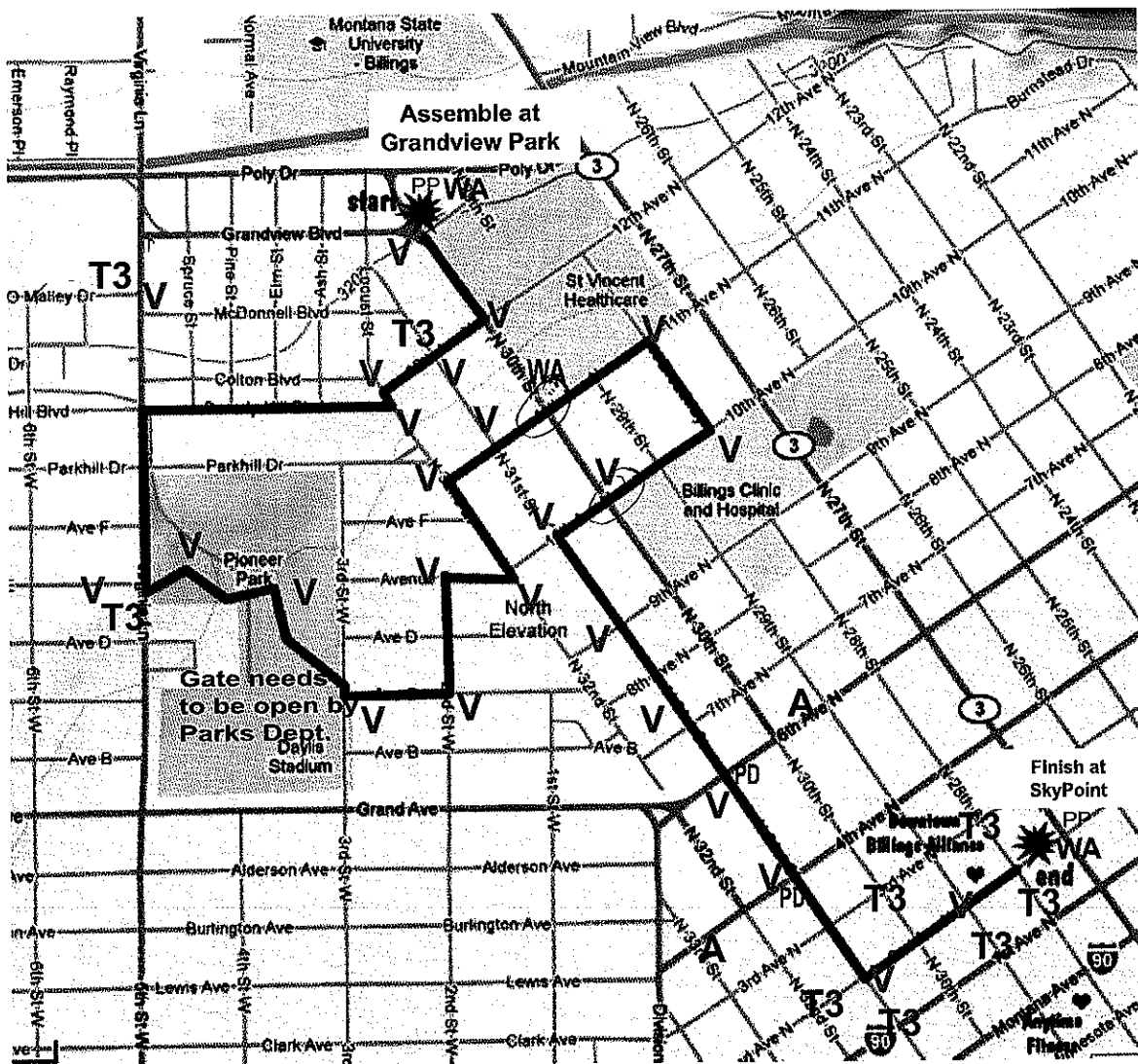
-Specify the exact date and TIME the blocks noted above will be CLOSED: 10 AM

-Specify the exact date and TIME the blocks noted above will be REOPENED: 2 PM

-Indicate your traffic re-route plan: BE SPECIFIC...SEE EXAMPLE

(Example if closing the 200 Block of N. Broadway... Northbound traffic on N. 28th would be diverted west at 1st Ave. North then resume northbound at N. 29th & southbound traffic on N. 28th would be diverted east at 2nd Ave. North then resume southbound at N. 27th)

EASTBOUND TRAFFIC ON 2ND SENT SOUTH ON BOTH
NORTHBOUND TRAFFIC ON BROADWAY AND 29TH SENT EAST ON MONTANA OR
WEST ON 1ST
SOUTHBOUND TRAFFIC ON BWAY SENT WEST ON 3RD



- T3** Type 3 Barricade - 9 total - Virginia Ln @ O Malley, Virginia Ln @ Zimmerman Center, 2nd N. @ N. 32nd, N. 31st @ 12th, N. 31st @ 1st N., N. 30th @ 3rd N., N. 29th @ 1st N., N. 28th @ 1st N. & 3rd N.
- V** Volunteer team - various locations (each team will have Stop/Slow sign and safety vests (see map))
- PD** Police Car - 4th N. @ N. 31st and 6th N. @ N. 31st St. (closed as needed for runner crossings)
- WA** Water Station - At start and Finish, At 11th @ N. 30th.
- A** Arrow Board Warning - @ 4th and N 33rd, @ 6th N. and N. 29th
- PP** Porta Pottie - in Park at start and by SkyPoint at finish.

Closures/times

Rolling and monitored closure of N. 31st just north of 12th would begin at 10 am at 10:15 am the T3 will be "rolled" to N. 31st at 11th. N. 31.

Virginia Ln (southbound) will be closed at 10 am at O'mally Dr. (traffic diverted right onto O'Malley) northbound will be closed at Zimmerman center. Virginia Ln. will reopen no later than 2 pm.

Downtown will be closed with T3 (see map) closures from 8:00 am to 1 pm with N. Broadway between 1st and 3rd and 2nd N. between N. 29th and N. 27th St. (SkyPoint) until 2 pm.

Client#: 126998

21DOWBILL1

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/06/2011

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.

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 Hub Int'l. Mountain States Ltd 3533 Gabel Road Billings, MT 59102 406 652-9151	CONTACT NAME: Brooke Schmidt
	PHONE (A/C, No, Ext): 4066529151 FAX (A/C, No): 4066527838 E-MAIL ADDRESS: Rhonda.Schultz@hubinternational.com
INSURED Downtown Billings Association, Inc. 2815 2nd Ave. North Billings, MT 59101	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Travelers Property Casualty Co 25674
	INSURER B: Travelers Indemnity Company 25658
	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
A	GENERAL LIABILITY	Y	X6604885M434TIL11	07/01/2011	07/01/2012	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					
B	UMBRELLA LIAB		XSMCUP0429T327IND1	07/01/2011	07/01/2012	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Special Events-Purple K; It is understood and agreed that the Certificate Holder is named as Additional Insured but only with respect to its liability arising out of the activities of the Named Insured per form CGD443 07 08.

CERTIFICATE HOLDER City of Billings PO Box 1178 Billings, MT 59104	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 
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Regular City Council Meeting

Meeting Date: 02/27/2012

TITLE: Acceptance of Donation from the Montana Elks Association for the Purchase of Med-Return Kiosk

PRESENTED BY: Rich St. John

Department: Police

Information

PROBLEM/ISSUE STATEMENT

The Montana State ELKS Association wishes to donate \$895 to the Billings Police Department to purchase a Med-Return Kiosk for the Drug Take Back Program. There is currently one Kiosk located downtown at the Billings Police Department. Two more Kiosks have been ordered. One will reside at National Forest Service Office in the Heights and the other will be located at the Military Reserve Center on Gable Road. The Kiosk that would be purchased with this donation will be placed at the Solid Waste Division on Midland Road. The Police Department has the goal to have Kiosks spread geographically throughout the City and this purchase would satisfy that goal. Council policy requires that any donation of more than \$500 to the City must be approved by the City Council. A donation verification form has been signed and will be forwarded to the City Clerk. City Council is being asked to accept the \$895 donation from the Montana State ELKS Association.

ALTERNATIVES ANALYZED

The City Council may:

- Accept the \$895 donation from the Montana State ELKS Association ; or
- Not accept the \$895 donation which would result in the absence of a Med-Return Kiosk anywhere other than at the Police Department.

FINANCIAL IMPACT

There is no financial impact to the City as the \$895 will cover all of the costs of the Med-Return Kiosk.

RECOMMENDATION

Staff recommends that the City Council accept the \$895 donation from the Montana State ELKS Association to purchase the Med-Return Kiosk.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 02/27/2012

TITLE: Certified Local Government Grant Program Application FY2012-13

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The State of Montana Historic Preservation Office has designated the City of Billings as a Certified Local Government (CLG) for historic preservation activities. As a CLG, the City is eligible to receive state funding to coordinate historic preservation efforts in our area. Applications for FY2012-13 funding from the State are due on March 8, 2012. The City of Billings has been utilizing Certified Local Government funding for activities in support of the efforts of the Yellowstone Historic Preservation Board since 1997. A description of these activities is provided in Attachment A. The City Council must approve of the FY12-13 grant application for staff to complete the submittal.

ALTERNATIVES ANALYZED

The Billings City Council may accept or decline to participate in State CLG program and accept CLG grant funding to coordinate historic preservation activities. The program has funded efforts in the community to designate historic districts, provide public education programs on historic preservation, and support efforts to preserve historic buildings and places.

FINANCIAL IMPACT

City Council approval would allow the City of Billings to apply for \$5,500 in State of Montana Certified Local Government funding. The local cash match for the Certified Local Government will be \$2,500 and \$21,475 will be provided in in-kind match for a total match of \$29,475. The majority of the in-kind match is from calculating time and salary of the Historic Preservation Officer. The total cash funding package is \$8,000 that is used for consulting services provided by the Western Heritage Center to perform activities identified in the Yellowstone Historic Preservation Board Annual Work Plan. The Planning Division will provide \$1,031 towards the local cash match. The Yellowstone Historic Preservation Board will request \$1,000 from Yellowstone County and \$469 from the City of Laurel towards the remaining local cash match.

RECOMMENDATION

Staff recommends that the City Council authorize the submission of an application for a \$5,500 Certified Local Government grant from the Montana State Historic Preservation Office.

APPROVED BY CITY ADMINISTRATOR

Attachments

YHPB Work Plan

CLG Grant Application

<p style="text-align: center;">Yellowstone Historic Preservation Board Work Plan 2011-2012</p>

Goals & Objectives:

- I. Promote the preservation of historic buildings, sites or neighborhoods.
- II. Increase community awareness on the benefits of historic preservation activities.
- III. Promote increased awareness of preservation activities and the work of the YHPB through the four governing bodies represented on the Board.
- IV. Comply with the duties and responsibilities of historic preservation organizations under the State Certified Local Government Program and the requirements of the Inter-local Agreement.

2011- 2012Projects

1. To assist with the National Register of Historic Places nomination of McKinley Elementary School.

Time Frame: 2011-2012
Who: YHPB Board and HPO/WHC, North Elevation Task Force
Status: Ongoing. This is part of the North Elevation Task Force but will be nominated individually. Subcommittee members: Kathleen, Julie and Kevin.

2. To assist North Elevation Task Force in the development of a Historic Residential District, provide technical assistance as needed.

Time Frame: Continuing until complete
Who: YHPB Board, WHC and staff, North Elevation Task Force
Status: This project is ongoing and the board will continue assisting as needed.

3. Continue fund raising for the “Billings Through the Decades” sign board.

Time Frame: 2011-2012
Who: Bill DuBeau is the lead board member, YHPB, WHC, HPO
Status: This project is seeking funding to complete.

4. Prepare education trunks for area elementary schools.

Time Frame: 2011-2012
Who: Kathleen Armstrong is the lead board member, YHPB, WHC, HPO, possibly Montana SHPO
Status: This project is working toward completion. After compilation, the trunks will be housed and maintained by the WHC.

5. Complete the Electronic Downtown Billings Walking Tour Application.

Time Frame: 2011-2012
Who: Kathleen and Kyle are the lead board members, YHPB, WHC, HPO
Status: Project has been completed; it will be an ongoing update to the electronic tour. All funds through SHPO have been expended and a Notice of Completion has been received.

6. Review data prepared by MSU-B students on the inventory of historic barns, silos and other important structures in Yellowstone County. Determine if 2 to 3 properties could be eligible for the National Register and contact property owners to gauge interest.

Time Frame: 2011-2012
Who: YHPB, WHC, HPO, Kevin and Kyle will monitor.
Status: The board will review this project as time allows.

Annual Board Activities

1. Continue the review of building permits submitted for properties located within the designated historic district.

Time Frame: Ongoing
Who: Committee and HPO

2. To provide up to date information to the general public, continually update the web site on activities and programs.

Time Frame: Ongoing
Who: WHC

3. Promote additional nominations to the National Register. Assure resources are available for property owners, such as literature and technical assistance. Look at possible nomination of school sites in conjunction with local school districts.

Time Frame: Ongoing
Who: YHPB Board/HPO/WHC

- 4. Expand YHPB meetings to alternate locations. To take advantage of some of our many historic venues, the board wishes to expand meetings to alternate locations. This is an event that will take place quarterly.**

Time Frame: Ongoing
Who: HPO/WHC

- 5. Due to a loss of potential historic buildings within the City of Billings, an effort is being made to notify WHC and a member of the board about upcoming demolitions. The Building Department notifies HPO on the release of demolition permits, HPO notifies members of the demolition and a determination is made to either document/photograph building.**

Time Frame: Ongoing
Who: HPO/WHC/Board

- 6. To provide additional funds to the YHPB for projects, continue exploration of grant opportunities.**

Time Frame: Ongoing
Who: HPO/WHC

- 7. To keep the YHPB abreast of Historic Preservation Activities, consultants and the HPO will attend meetings as needed.**

Time Frame: Ongoing
Who: WHC/HPO

- 8. To provide a forum for Historic Preservationist to share their successes and discuss projects and to present historic preservation awards, continue to host the Historic Preservation Roundtable yearly.**

Time Frame: Yearly
Who: WHC/HPO/Board
Status: Preservation Month - May

- 9. To continually update the local governing bodies of the activities undertaken by the YHPB, annual PowerPoint Presentations will be made to the City of Billings, the City of Laurel and Yellowstone County.**

Time Frame: Yearly
Who: Chair/WHC/HPO
Status: The scheduling of these meetings will take place yearly during spring.

10. Celebrate National Historic Preservation Month. Board will decide on a program, speakers and other events to commemorate this event.

Time Frame: Yearly

Who: Committee/WHC

Status: This event will occur yearly during May.

11. Continue the review of Community Development Block Grant rehabilitation projects as needed.

Time Frame: Ongoing

Who: YHPB/WHC

Certified Local Government Grant Application

April 1, 2012 to March 31, 2013

Application Deadline

March 8, 2012

**Montana State Historic Preservation Office
PO Box 201202
Helena, MT 59620-1202
(406) 444-7715**

2012-2013 GRANT APPLICATION

CERTIFIED LOCAL GOVERNMENT PROGRAM

Certified Local Government: City of Billings

Address: 510 North Broadway, 4th Floor, Parmlly Billings Library, Billings, MT 59101

Contact Person: Lora Mattox AICP, Historic Preservation Officer, Planner II

Period of Grant Request: April 1, 2012 to March 31, 2013

Scope of Work: The National Park Service asks we grant funds to CLGs for kinds and levels of work that reflect increasing sophistication, skills, and roles by the Preservation Officers, in other words, tasks that reflect improvement in community thinking. For this section, please itemize regular work duties (not including special projects) – products or projects starting or completing, meetings to be attended, etc., and more specifically, ways in which the local program will grow and develop. Please tie your tasks to your community's Preservation Plan. If not, please explain.

Check if Scope of Work is continued on additional pages.)

The Cities of Billings and Laurel, Yellowstone County, and the Crow Tribal Council entered into an inter-local agreement in July 1993 establishing the Yellowstone Historic Preservation Board (YHPB). Along with the inter-local agreement, the four governmental entities adapted ordinances setting up a multi-government YHPB, appointed nine (9) qualified board members, and a Historic Preservation Officer. Since that time, the YHPB has been meeting monthly and has continued to develop and refine an encompassing Historic Preservation Program implementing the specific goals of the historic element of the 2008 Growth Policy.

We anticipate a similar budget as submitted last year with local funds being provided through the City of Billings, City of Laurel, and Yellowstone County in the amount of \$2,500. This amount combined with the \$5,500 from the CLG provides \$8,000 for consulting services provided by Western Heritage Center. In addition to the local funds, the Planning Division also provides in-kind match through room usage, supplies and staff time. Also, Historic Preservation Board members' time is also counted towards in-kind match. As mentioned above, the CLG and local funds are used to contract services with the Western Heritage Center and assist in carrying out the following activities:

- Assist Board and Historic Officer in undertaking action to meet short and long-range goals established by the Board. See Attachment A.
- Provide professional services to assist Board, Officer, and the City in performing duties and responsibility identified in the City's Historic Preservation Ordinance MCA 27-500.
- Act as a historic preservation center by providing technical assistance, direction, and literature on the following:
 - a. Historic preservation tax credits
 - b. National Register
 - c. Federal historic preservation regulations, and
 - d. Secretary of Interior Standards related to historic preservation activities
- Attend community meetings related to preservation activities, on behalf of the Board upon request.

- Plan and coordinate activities and publicity during National Preservation Week in May 2011.
- Carrying out the responsibilities for the CLG Program as outlined in “The Certified Local Government Program in Montana.”
- Submit semi-annual reports on the historic preservation efforts of the community carried out by the City under the CLG grant.

BUDGET

4-1-2011 to 3-31-2012 Budget	Cash Amount	Cash Source	In-kind Amount	In-kind Source	Total
A. Salaries, Wages, Benefits			\$18,720 HPO	HPO- \$39hr x 40hrs/mo x 12 mos CI/CO	\$18,720
B. Office Rental			\$1,000	Large conference use @ 2 hrs/mo x \$50/hr x 10 mtgs/yr	\$1,000
C. Equipment			*	CI/CO	
D. Supplies & Materials Itemize major categories			*	CI/CO	
E. Postage			*	CI/CO	
F. Telephone & Internet			*	CI/CO	
G. Photocopies			*	CI/CO	
H. Preservation Commission Number of hours X * rate X number of members X number of meetings			\$1,755 2 hrs/mo x \$17.55 x 5 members x 10 mtgs/yr	YHPB Members	\$1,755
I. Volunteers Hours X * rate X number of volunteers.					

J. Travel Mileage Number of miles X 0.51 cents. Include funds for HPO and/or Commissioners to attend CLG annual training			*	PR	
K. Travel Meals # of Meals X rate: Breakfast - \$5.00 Lunch - \$6.00 Dinner - \$12.00			*	CI/CO	
L. Lodging \$70.00 plus tax X number of nights			*	CI/CO	
M. Project (s) Expenses – fully itemized	\$5,500 \$2,500	F CI/CO			\$8,000
N. Other Expenses – fully itemized.					
M. Total Expenses					\$29,475

SOURCE KEY:

F-Federal

CI-City

CO-County

NP- Private/Non-Profit

* Federally approved minimum rate for volunteers is \$17.55 per hour.

SOURCES OF REVENUE

AMOUNT

Itemized Cash Match Source

<u>City of Billings</u>	<u>\$1,031</u>
<u>City of Laurel</u>	<u>\$469</u>
<u>Yellowstone County</u>	<u>\$1,000</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Itemized In-Kind Match Source

<u>Room rental for board meetings</u>	<u>\$1,000</u>
<u>Large conference use @ 2 hrs/mo x \$50/hr x 10 mtgs/yr</u>	<u> </u>
<u>Preservation Member Time</u>	<u>\$1,755</u>
<u>2 hrs/mo x \$17.55 x 5 members x 10 mtgs/yr</u>	<u> </u>
<u>HPO Time</u>	<u>\$18,720</u>
<u>HPO \$39/hr x 40 hrs/mo x 12 mos</u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Federal HPF Grant Request from SHPO

<u>CLG Funds</u>	<u>\$5,500</u>
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TOTAL REVENUE	<u>\$29,475</u>
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**Certified Local Government
Historic Preservation Commission Chairperson or President**

Signature _____ Date _____

Name (typed) _____

Address _____

Telephone _____

**Certified Local Government
Chief Elected Official**

Signature _____ Date _____

Name (typed) _____

Title _____

Address _____

Telephone _____

(The local government administrator may sign **in addition** to the Chief Elected Official.)

**Certified Local Government
Historic Preservation Officer**

Signature _____ Date _____

Name (typed) _____

Address _____

Telephone _____

Please attach the meeting minutes (or an alternate way in writing) at which your application was discussed and approved by the Preservation Board/Commission.

Please attach a list of the historic preservation board members' names, professional discipline or citizen membership, terms (year ending), and contact information.

Regular City Council Meeting

Meeting Date: 02/27/2012

TITLE: W.O. 12-02 Miscellaneous/Developer Related - Resolution of Intent to Construct Improvements and set a Public Hearing

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The proposed project will install curb, gutter, and sidewalk improvements at various locations in the city and consists of two categories of properties. The first category is unfulfilled building permit obligations. The City of Billings Site Development and/or Subdivision Ordinances require the installation of public improvements in conjunction with the issuance of building permits. A small number of these properties either did not complete the requirements of the right-of-way permits or have requested that the improvements be completed under the City's project. Per Council policy, the uncompleted right-of-way permits are included in the next annual Developer Related Program. The costs of completing these improvements are assessed to the property owner.

The second category represents continuation of the annual improvements project for dealing with tripping hazards, drainage problems, property owner requests, citizen complaints, and other miscellaneous concrete work brought to the attention of the City Engineer's Office. This program proposes a continuation of the Council policy of allocating gas tax funds for reconstruction of side street frontages on corner lots and to cover the cost of curb and gutter repair.

The proposed project also uses additional funding allocations to cover costs not normally assessed to property owners. Storm drain funds are used for repairing defective valley gutters, improperly graded curb and gutter, and substandard storm drain inlets. Water funds are used for minor adjustments of water lines.

These improvements have historically been constructed under the annual Miscellaneous/Developer Related Program. In order to construct this year's improvements, Council must pass a Resolution of Intent and set a Public Hearing for the project in order to allow adjacent property owners to be assessed for this work.

ALTERNATIVES ANALYZED

The Council may:

- Pass the Resolution of Intent and establish a Public Hearing date of March 26, 2012; or
- Do not pass the Resolution of Intent. If the Council does not adopt the Resolution, the property owners cannot be assessed and the work will not occur because there is no other source of financing for the replacement and new construction.

FINANCIAL IMPACT

The proposed project is funded through multiple sources, including direct property assessments, for a total project cost of \$615,420.

FY 12 Budgeted Amounts	
Estimated Assessed Costs	\$386,000
Storm Drain Funds	\$52,500
Gas Tax Funds	\$250,000
Water and Sewer Funds	\$5,000

Funding budgeted in FY 12 is sufficient for the proposed project.

RECOMMENDATION

Staff recommends that Council approve this Resolution of Intent for W.O. 12-02 and set a public hearing date of March 26, 2012.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution of Intent

Exhibit A

Exhibit B

RESOLUTION NO. 12-_____

A RESOLUTION RELATING TO W.O. 12-02, MISCELLANEOUS/DEVELOPER-RELATED IMPROVEMENTS; DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO ORDER IN THE PROGRAM FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SIDEWALK, CURB AND GUTTER IMPROVEMENT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND.

WHEREAS, the city is granted the power pursuant to M.C.A. 7-14-4109 to order certain improvements without creation of a special improvement district and certain sections of curb and gutter, sidewalks, drive approaches, alley approaches and/or appurtenant features have deteriorated, settled and cracked, or none exist, or some of the foregoing do not exist; and

WHEREAS, the safety and convenience of the public require installation, construction, reconstruction, repair or replacement of curbs and gutters, sidewalks, drive approaches, alley approaches, and/or appurtenant features or combinations thereof; and

WHEREAS, said improvements should be ordered as provided by law.

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

1. INTENTION TO ORDER IN. It is the intention of the Council to order the installation, construction, reconstruction, or replacements of certain curbs, gutters, sidewalks, drive approaches, alley approaches and appurtenant improvements in certain locations, which improvements and locations are more fully described in Exhibits "A" and "B" attached hereto.
2. AFFECTED PROPERTIES. All properties, which will be required to pay any portion of the costs of the improvements identified herein, are listed and the owners of those properties are identified on Exhibit "B" attached hereto.
3. ESTIMATED COSTS. The estimated assessed costs of the proposed improvements, including construction costs, incidental expenses, engineering fees, legal fees, administrative fees and bond issuance costs, but exclusive of interest charges, will be \$386,000 as described below:

Construction Costs	\$290,940.28
Design and Construction Administration	\$33,409.00
Engineering & Administration	\$23,160.00
Revolving Fund	\$19,300.00
Bond Discount	\$7,720.00
Issuance Costs	\$11,580.00
Bank Fees	\$100.00
Roundoff	\$(209.28)

Total Assessed Costs	\$386,000.00
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Estimated unit costs for construction only, not including engineering, legal, administrative, and bond costs as follows:

<u>Removal of:</u>	<u>Unit Price:</u>
Flatwork Removal	\$11.00/SY
Curb and Gutter Removal	\$7.50/LF
 <u>New Construction:</u>	
Concrete Sidewalk	\$ 5.25/SF
Curb and Gutter	\$22.00/LF
New Drive Approach	\$ 6.25/SF
New Alley Approach	\$ 6.25/SF
Street Reconstruction	\$52.00/SY

The actual cost to be assessed against any benefited property will be determined by the actual amount of work done adjacent to the property.

4. ASSESSMENT OF COSTS. All costs of constructing the curbs, gutters, sidewalks, and drive approaches, including engineering, administrative and bond costs, will be assessed against the properties which are adjacent to the improvements installed. As shown on Exhibit "B", assessments will be levied against 242 separate lots, parcels, or tracts.

The costs for each property will vary depending upon the actual construction that is required adjacent to each property. The average total assessment, including engineering, administrative, and bond costs is estimated to be \$1,595, with a high of \$19,265, low of \$0.00, and a median of \$637.

5. PERIOD OF ASSESSMENT. The assessments for all improvements and costs shall be paid in not more than twelve (12) annual installments, plus interest, provided however, that payment of one-half of each annual installment, plus interest, may be deferred to May 31 of the year following the assessment.
6. PROPERTY OWNER OPTION TO CONSTRUCT IMPROVEMENTS. In the event that the City Council orders in the above-described improvements following the public hearing, then the owners of all properties to be assessed for the costs of said improvements will be notified of such action in writing. Said owners will have thirty (30) days from the date of said notice in which to install the required improvements at their own expense. In the event the owners do not install these improvements, the City will do so and will assess the costs against the benefited properties as described herein.

7. METHOD OF FINANCING; PLEDGE OF REVOLVING FUND; FINDINGS AND DETERMINATIONS.

The City will issue **Sidewalk, Curb, and Gutter Improvement Bonds** in an aggregate principal amount not to exceed \$386,000 in order to finance the costs of the Improvements. Principal of and interest on the Bonds will be paid from special assessments levied against the property in the Project. This Council further finds it is in the public interest, and in the best interest of the City and the Project, to secure payment of principal of and interest on the Bonds by the Revolving Fund and hereby authorizes the City to enter into the undertakings and agreements authorized in Section 7-12-4225 in respect to the Bonds.

In determining to authorize such undertakings and agreements, this Council has taken into consideration the following factors:

- (a) Estimated Market Value of Parcels. The estimated total market value of the lots, parcels, or tracts in the Project, as of the date of adoption of this resolution, as estimated by the County Assessor, is \$26,172,277. The average market value is \$108,150 with a high of \$2,566,225 and a low of \$8,168 and median value of \$74,489. The special assessments to be levied against each lot, parcel, or tract are less than the increase in the estimated market value of the properties as a result of the construction of the improvements.
- (b) Diversity of Property Ownership. For the 242 Tax codes in this project, there are 228 separate owners. Darrel D Aldinger owns (2) lots. American Lutheran Church owns (6) lots. Biegel Properties LLP owns (3) lots. City of Billings owns (2) lots. Steve Currence owns (2) lots. Debtor CO owns (2) lots. Divide Properties, LLC owns (4) lots. All other parcels are under separate ownership. It is unlikely that financial difficulties would arise that would require a loan to be made from the Revolving Fund.
- (c) Comparison of Special Assessments, Property Taxes and Market Value. Currently, fifteen (15) parcels have an SID levied against them. Parcel A03659 is being assessed under SID 2302 and 2202, with a payoff amount of \$2,044.32 and a payoff date of 2015; Parcel A04245 is being assessed under SID 2501 with a payoff amount of \$42.91, and a payoff date of 2018; Parcels A04596, A04597, A04792, A04796, A04798, A04800, A04818, A04824, A04825 are being assessed under SID 2902, with payoff amounts of \$170.41, \$170.41, \$1,032.76, \$871.46, \$1,411.82, \$627.34, \$1,489.62, \$2,835.01, \$6,452.92, and a payoff date of 2023; Parcel A14108 is being assessed under SID 2401 with a payoff amount of \$184.57, and a payoff date of 2017; Parcel A14681 is being assessed under SID 2201 with a payoff amount of \$1,020.01, and a payoff date of 2014; Parcel A28479 is being assessed under SID 1366 with a payoff amount of \$1,615.98, and a payoff date of 2020; Parcel D04808 is being assessed under SID 2701 with a payoff amount of \$1,294.31, and a payoff date of 2021;

As noted in Section 4, the estimated average assessment levied by this project will be \$1,595. With an average market value of \$108,150, and an average yearly

principal payment of \$132.92(monthly principal of \$11.08) assuming 6% interest rate, the amount of assessment versus the value of the property would appear acceptable. As such, no unusual need for loans from the Revolving Fund would be expected. Further information comparing the total cost (estimate) to the market value for each parcel is listed in Exhibit "B".

- (d) Delinquencies. For tax year 2010, Zero (0) parcels were delinquent. This rate is above the average city collection rate of 95%.

Therefore, given the delinquency history of this Project area, no unusual need for loans from the Revolving Fund would be expected.

- (e) The Public Benefit of the Improvements. Current City Subdivision and Site Development Ordinances, and under City Council policies, the cost of installation of new curb, gutter, sidewalk, and drive approaches is to be borne by the adjoining property owners.

Some of the parcels have been involved in recent construction or subdivision activity. Some of these parcels have undergone recent site developments, both residential and commercial, in which a permit was taken out, but the improvements were not constructed, or the developer has requested that the improvements be included and constructed under the proposed project. Developers generally make a request to be included in the proposed project to take advantage of the financing opportunity of the 12-year assessment. Some of these parcels are lots included in recently approved subdivisions. The improvements were required as part of the Subdivision Improvements Agreements, but were not installed by the subdivider/developer.

The remaining parcels represent a continuation of an annual improvement project for repairs of tripping hazards, deteriorated sidewalks, drainage problems, property owner requests and citizen complaints.

The project improvements are located in various Task Force areas, both commercial and residential, throughout the City.

8. REIMBURSEMENT EXPENDITURES.

- (a) Regulations. The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the "Regulations") require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the

proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

- (b) Prior Expenditures. Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a “de minimus” amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Improvements have been paid by the City before the date 60 days before the date of adoption of this resolution.
- (c) Declaration of Intent. The City reasonably expects to reimburse the expenditures made for costs of the Improvements out of the proceeds of Bonds in an estimated maximum aggregate principal amount of \$386,000 after the date of payment of all or a portion of the costs of the Improvements. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.
- (d) Budgetary Matters. As of the date hereof, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Improvements, other than pursuant to the issuance of the Bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the City’s budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.
- (e) Reimbursement Allocations. The City’s financial officer shall be responsible for making the “reimbursement allocations” described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Improvements. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds or the Improvements and shall specifically identify the actual original expenditure being reimbursed.

Exhibit A
Location of Work
WO 12-02 Miscellaneous and Developer Related

- A) Sidewalk: 2528 Poly Drive; 1404 Concord Drive; 2518 Rehberg Lane; 1242 Harvard Avenue; 2218 2nd Avenue North; East Side of North 23rd Street between 1st Avenue North and 2nd Avenue North; North Side of 4th Avenue South between South 25th and South 26th Street; 1045 North 25th Street; 235 Yellowstone Avenue; 45 Adams St; 600 & 610 Indian Trail; 336 Alderson Avenue; 1600 Judd Circle (work on Avenue C); Both Sides of Avenue C from Rehberg Lane to 32nd Street West; 815 South 28th Street; 3424 7th Avenue South; 2614 5th Avenue South; 726 Cook Avenue; 506, 508, 510 S 26th Street; 2101 Mariposa Lane; 912 & 918 South 29th Street; 3521 Gabel Road (Dev. Rel.); 2718 Montana Avenue (Dev. Rel.); 1305 Yellowstone Avenue (Spring creek Condo Assn-missing c/w); 2616 Poly Drive
- B) Sidewalk, Curb and Gutter: 1246 Harvard Avenue; 1502 19th Street West; East Side of South 26th Street between 3rd Avenue South and 4th Avenue South; 1803 Wyoming Avenue; 1048 North 29th Street; 820 South 28th Street; 4229 Vaughn Lane; 2104 Beloit Drive; 2940 Lewis Avenue; 1103 Pepper Lane; 1315 Parkhill Drive; 4304 Stone Street; South Side of Lillis Lane from 25th Street West to Parkview Drive; 2428 11th Street West (on Poly Drive)
- C) Sidewalk, Drive Aprons: 600 & 610 Indian Trail; 304 10th Street West; 5234 Sacajawea Drive; 4740 Underpass Avenue (Dev. Rel.)
- D) Sidewalk, Curb & Gutter, Drive Aprons: 2419 & 2423 Elm Street; 1220 Harvard Avenue; West Side of North 23rd Street between 7th Avenue North and 8th Avenue North; East Side of North 24th Street between 7th Avenue North and 8th Avenue North; 1112 Avenue D; 2123 Concord Drive; 940 Avenue B; West Side of Elm Street from Poly Drive to Grandview Boulevard; 5 Lewis Avenue; West Side of South 29th Street between 4th Avenue South and 5th Avenue South; East Side of South 30th Street between 4th Avenue South and 5th Avenue South; 1733 Clark Avenue; 201 South 36th Street; 1709 Clark Avenue; 114 & 120 Ardmore Drive; 1008 Maywood Drive; 2111 Monad Road; 501 South 37th Street; 524 & 530 Cook Avenue; 301 North 27th Street (Dev. Rel.)
- E) Sidewalk, Curb & Gutter, Drive Aprons, & Alley Aprons: South Side of 8th Avenue North between North 23rd and North 24th Streets; North Side of 7th Avenue North between North 23rd and North 24th Streets; South Side of 3rd Avenue South between South 25th and South 26th Streets; North Side of 4th Avenue South between South 29th and South 30th Streets; South Side of 3rd Avenue South between South 29th and South 30th Streets

- F) Curb & Gutter: 637 Crawford Drive; 726 Avenue F
- G) Curb & Gutter, Drive Aprons: 3010 Glacier Drive
- H) Drive Aprons: 3329 Winchell Lane; 761 Moccasin Trail; 2225 Maple Street
- I) Asphalt Restoration to Driveway : 405 Crow Lane (Dev. Rel.); 1335 Wicks Lane (Dev. Rel.); 14 Rhea Lane (Dev. Rel.); 941 Bench Boulevard (Dev. el.)
- J) ADA Ramp Corners only : 3146 Myrtle Drive; 1042 Howard Avenue (Dev. Rel.)
- K) Double gutters: 842 Arlington Drive
- L) Pedestrian Tripping Hazard : 515 & 517 17th Street West; 115 & 119 Lewis Avenue; 543 Wyoming Avenue; 1616 & 1620 Yellowstone Avenue; 4545 Upland Drive; 115 6th Street West; 723 & 725 Cook Avenue

Exhibit B

WO 12-02 Miscellaneous/Developer Related

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 10-27- Assessment (C)	A + B + C	Market Value
A00255				\$19,264.53	\$19,264.53	\$1,364,571.00
A00580				\$9,054.08	\$9,054.08	\$38,342.00
A00583				\$2,122.68	\$2,122.68	\$68,056.00
A00584				\$1,157.33	\$1,157.33	\$77,258.00
A00585				\$1,481.89	\$1,481.89	\$28,185.00
A00586				\$2,597.62	\$2,597.62	\$95,664.00
A01099				\$8,698.08	\$8,698.08	\$73,249.00
A01100				\$2,454.30	\$2,454.30	\$65,731.00
A01101				\$922.55	\$922.55	\$41,229.00
A01102				\$3,439.65	\$3,439.65	\$46,729.00
A01103				\$3,714.06	\$3,714.06	\$43,820.00
A01104				\$733.24	\$733.24	\$71,729.00
A01105				\$8,306.63	\$8,306.63	\$79,337.00
A01106				\$1,786.23	\$1,786.23	\$45,919.00
A01107				\$1,352.36	\$1,352.36	\$43,646.00
A01108				\$1,471.05	\$1,471.05	\$47,923.00
A01109				\$513.27	\$513.27	\$43,440.00
A01110				\$1,651.54	\$1,651.54	\$21,065.00
A01110A				\$5,982.45	\$5,982.45	\$31,759.00
A01145				\$396.63	\$396.63	\$37,674.00
A01146				\$396.63	\$396.63	\$9,776.00
A01147B				\$813.10	\$813.10	\$119,499.00
A01151A				\$773.43	\$773.43	\$162,465.00
A01152				\$3,624.32	\$3,624.32	\$8,168.00
A01153				\$5,895.21	\$5,895.21	\$38,534.00
A01154				\$623.31	\$623.31	\$8,452.00
A01155				\$5,399.31	\$5,399.31	\$232,113.00
A01235				\$1,326.68	\$1,326.68	\$26,769.00
A01236				\$1,326.68	\$1,326.68	\$29,066.00
A01237				\$1,668.95	\$1,668.95	\$33,810.00
A01239				\$3,714.68	\$3,714.68	\$8,452.00
A01240				\$3,714.68	\$3,714.68	\$8,452.00
A01645				\$363.50	\$363.50	\$53,276.00
A01741				\$1,990.02	\$1,990.02	\$35,935.00
A01744				\$1,727.31	\$1,727.31	\$51,733.00
A01828				\$636.80	\$636.80	\$50,160.00
A01830				\$636.80	\$636.80	\$37,360.00
A02065				\$694.49	\$694.49	\$10,823.00
A02066				\$1,667.04	\$1,667.04	\$44,285.00
A02067				\$3,673.16	\$3,673.16	\$59,184.00
A02068				\$694.49	\$694.49	\$52,257.00
A02069				\$4,430.48	\$4,430.48	\$50,948.00
A02070				\$9,312.73	\$9,312.73	\$57,227.00
A02071				\$14,065.16	\$14,065.16	\$86,971.00

Exhibit B

WO 12-02 Miscellaneous/Developer Related

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 10-27- Assessment (C)	A + B + C	Market Value
A02072				\$3,612.55	\$3,612.55	\$37,405.00
A02073				\$3,630.86	\$3,630.86	\$33,637.00
A02074				\$3,755.79	\$3,755.79	\$43,267.00
A02075				\$3,347.83	\$3,347.83	\$40,502.00
A02077				\$7,417.00	\$7,417.00	\$67,534.00
A02078				\$3,778.22	\$3,778.22	\$37,999.00
A02176				\$5,088.62	\$5,088.62	\$175,467.00
A02540				\$2,652.89	\$2,652.89	\$67,658.00
A02869				\$908.36	\$908.36	\$102,249.00
A03534				\$1,712.80	\$1,712.80	\$26,640.00
A03659	2302/2202	\$2,044.32		\$3,862.80	\$5,907.12	\$109,846.00
A03757				\$596.11	\$596.11	\$79,147.00
A03758				\$622.22	\$622.22	\$60,289.00
A03777				\$1,289.25	\$1,289.25	\$70,590.00
A03783				\$886.57	\$886.57	\$60,260.00
A03855				\$1,415.12	\$1,415.12	\$71,346.00
A04043				\$10,212.19	\$10,212.19	\$896,327.00
A04245	2501	\$42.91		\$0.00	\$42.91	\$62,763.00
A04471				\$248.42	\$248.42	\$78,096.00
A04554				\$1,357.82	\$1,357.82	\$87,963.00
A04596	2902	\$170.41		\$3,556.90	\$3,727.31	\$81,007.00
A04597	2902	\$170.41		\$612.03	\$782.44	\$80,105.00
A04763				\$247.95	\$247.95	\$77,312.00
A04764				\$248.42	\$248.42	\$76,787.00
A04765				\$248.42	\$248.42	\$77,196.00
A04766				\$248.42	\$248.42	\$78,417.00
A04767				\$248.42	\$248.42	\$76,234.00
A04768				\$248.42	\$248.42	\$84,527.00
A04769				\$248.42	\$248.42	\$66,167.00
A04770				\$248.42	\$248.42	\$77,718.00
A04771				\$248.42	\$248.42	\$79,465.00
A04772				\$248.42	\$248.42	\$77,923.00
A04773				\$248.42	\$248.42	\$75,362.00
A04774				\$248.42	\$248.42	\$73,441.00
A04775				\$248.42	\$248.42	\$69,687.00
A04776				\$248.42	\$248.42	\$76,206.00
A04777				\$248.42	\$248.42	\$89,216.00
A04778				\$248.42	\$248.42	\$76,206.00
A04779				\$248.42	\$248.42	\$77,749.00
A04780				\$248.42	\$248.42	\$80,018.00
A04781				\$248.42	\$248.42	\$79,815.00
A04782				\$248.42	\$248.42	\$78,883.00
A04783				\$248.42	\$248.42	\$77,836.00
A04784				\$262.71	\$262.71	\$75,857.00

Exhibit B

WO 12-02 Miscellaneous/Developer Related

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 10-27- Assessment (C)	A + B + C	Market Value
A04785				\$292.84	\$292.84	\$92,879.00
A04786				\$1,671.07	\$1,671.07	\$77,514.00
A04787				\$263.41	\$263.41	\$74,431.00
A04788				\$263.41	\$263.41	\$82,287.00
A04789				\$263.41	\$263.41	\$77,311.00
A04790				\$263.41	\$263.41	\$88,210.00
A04791				\$263.41	\$263.41	\$82,491.00
A04792	2902	\$1,032.76		\$263.41	\$1,296.17	\$79,058.00
A04793				\$263.41	\$263.41	\$83,946.00
A04794				\$263.41	\$263.41	\$73,645.00
A04795				\$286.88	\$286.88	\$76,206.00
A04796	2902	\$871.46		\$287.64	\$1,159.10	\$67,856.00
A04797				\$2,029.27	\$2,029.27	\$74,111.00
A04798	2902	\$1,411.82		\$280.76	\$1,692.58	\$72,569.00
A04799				\$285.71	\$285.71	\$65,644.00
A04800	2902	\$627.34		\$284.96	\$912.30	\$75,915.00
A04801				\$284.28	\$284.28	\$71,435.00
A04802				\$283.76	\$283.76	\$73,850.00
A04803				\$283.04	\$283.04	\$75,625.00
A04804				\$282.31	\$282.31	\$78,301.00
A04805				\$282.00	\$282.00	\$61,804.00
A04806				\$281.08	\$281.08	\$74,374.00
A04807				\$295.08	\$295.08	\$74,082.00
A04808				\$295.08	\$295.08	\$76,876.00
A04809				\$295.08	\$295.08	\$72,889.00
A04810				\$295.08	\$295.08	\$78,243.00
A04811				\$295.08	\$295.08	\$80,572.00
A04812				\$295.08	\$295.08	\$88,108.00
A04813				\$295.08	\$295.08	\$75,770.00
A04814				\$295.08	\$295.08	\$77,865.00
A04815				\$295.08	\$295.08	\$78,709.00
A04816				\$295.08	\$295.08	\$76,877.00
A04817				\$295.08	\$295.08	\$79,553.00
A04818	2902	\$1,489.62		\$295.08	\$1,784.70	\$77,516.00
A04819				\$311.86	\$311.86	\$72,888.00
A04820				\$311.86	\$311.86	\$67,097.00
A04821				\$311.86	\$311.86	\$82,492.00
A04822				\$311.86	\$311.86	\$70,503.00
A04823				\$294.31	\$294.31	\$73,674.00
A04824	2902	\$2,835.01		\$295.36	\$3,130.37	\$75,479.00
A04825	2902	\$6,452.92		\$295.87	\$6,748.79	\$72,037.00
A04826				\$296.39	\$296.39	\$72,336.00
A05131				\$0.00	\$0.00	\$60,464.00
A05132				\$532.92	\$532.92	\$63,338.00

Exhibit B

WO 12-02 Miscellaneous/Developer Related

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 10-27- Assessment (C)	A + B + C	Market Value
A05136				\$1,431.82	\$1,431.82	\$78,301.00
A05796				\$0.00	\$0.00	\$61,875.00
A05809				\$769.73	\$769.73	\$64,189.00
A06877				\$3,179.08	\$3,179.08	\$83,454.00
A06970				\$3,474.03	\$3,474.03	\$43,763.00
A07092				\$530.67	\$530.67	\$28,254.00
A07593				\$1,798.17	\$1,798.17	\$79,726.00
A08237				\$1,602.62	\$1,602.62	\$95,640.00
A08238				\$1,372.18	\$1,372.18	\$80,599.00
A08242				\$0.00	\$0.00	\$77,634.00
A08243				\$2,266.40	\$2,266.40	\$85,662.00
A08244				\$2,197.52	\$2,197.52	\$113,950.00
A08245				\$606.74	\$606.74	\$90,932.00
A08246				\$291.87	\$291.87	\$74,547.00
A08521				\$1,640.32	\$1,640.32	\$67,071.00
A08584				\$321.04	\$321.04	\$81,153.00
A08731				\$3,006.12	\$3,006.12	\$64,799.00
A09229				\$862.08	\$862.08	\$89,593.00
A09730				\$1,240.86	\$1,240.86	\$61,453.00
A10108				\$479.36	\$479.36	\$88,923.00
A10517				\$407.66	\$407.66	\$78,854.00
A10518				\$647.13	\$647.13	\$74,576.00
A10519				\$577.47	\$577.47	\$71,494.00
A10521				\$1,308.93	\$1,308.93	\$70,968.00
A10522				\$348.32	\$348.32	\$100,650.00
A10524				\$496.34	\$496.34	\$97,359.00
A10526				\$1,418.91	\$1,418.91	\$83,335.00
A10527				\$870.79	\$870.79	\$78,098.00
A10528				\$821.29	\$821.29	\$82,870.00
A10528A				\$1,256.68	\$1,256.68	\$95,239.00
A10529				\$1,529.37	\$1,529.37	\$79,961.00
A10530				\$795.16	\$795.16	\$97,829.00
A10531				\$1,957.97	\$1,957.97	\$89,330.00
A10532				\$2,837.45	\$2,837.45	\$81,429.00
A10533				\$1,308.93	\$1,308.93	\$84,266.00
A10534				\$1,692.07	\$1,692.07	\$78,476.00
A10534A				\$342.35	\$342.35	\$100,108.00
A10536				\$2,423.52	\$2,423.52	\$83,597.00
A10537				\$0.00	\$0.00	\$94,511.00
A10873				\$884.45	\$884.45	\$84,181.00
A12201				\$1,530.97	\$1,530.97	\$92,591.00
A12203				\$2,778.04	\$2,778.04	\$68,003.00
A12204				\$1,592.46	\$1,592.46	\$67,013.00
A12205				\$2,157.26	\$2,157.26	\$62,794.00

Exhibit B

WO 12-02 Miscellaneous/Developer Related

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 10-27- Assessment (C)	A + B + C	Market Value
A12509				\$1,259.03	\$1,259.03	\$49,407.00
A12918				\$413.48	\$413.48	\$112,987.00
A13480				\$214.47	\$214.47	\$65,062.00
A13481				\$889.76	\$889.76	\$67,141.00
A13679				\$358.85	\$358.85	\$90,991.00
A13679A				\$358.85	\$358.85	\$95,037.00
A13679B				\$358.85	\$358.85	\$94,978.00
A13680				\$358.85	\$358.85	\$94,978.00
A13680A				\$359.03	\$359.03	\$92,913.00
A13680B				\$358.85	\$358.85	\$94,192.00
A13683				\$290.94	\$290.94	\$64,279.00
A13683A				\$290.94	\$290.94	\$63,260.00
A13683B				\$290.94	\$290.94	\$63,347.00
A13683C				\$290.94	\$290.94	\$63,347.00
A13998				\$472.97	\$472.97	\$91,485.00
A14032				\$290.94	\$290.94	\$54,943.00
A14032A				\$290.94	\$290.94	\$47,737.00
A14032B				\$290.94	\$290.94	\$52,900.00
A14032C				\$290.94	\$290.94	\$50,007.00
A14032D				\$290.94	\$290.94	\$73,503.00
A14032E				\$290.94	\$290.94	\$67,421.00
A14032F				\$290.94	\$290.94	\$67,421.00
A14032G				\$290.94	\$290.94	\$72,454.00
A14108	2401	\$184.57		\$5,664.92	\$5,849.49	\$54,010.00
A14235				\$0.00	\$0.00	\$12,117.00
A14504				\$1,587.72	\$1,587.72	\$85,721.00
A14518				\$7,335.32	\$7,335.32	\$89,217.00
A14518A				\$3,224.98	\$3,224.98	\$82,783.00
A14681	2201	\$1,020.01		\$0.00	\$1,020.01	\$60,000.00
A15062				\$1,588.64	\$1,588.64	\$163,493.00
A15340				\$318.40	\$318.40	\$70,123.00
A16380				\$2,614.72	\$2,614.72	\$97,100.00
A17278				\$4,189.65	\$4,189.65	\$65,904.00
A17707				\$4,967.05	\$4,967.05	\$1,381,199.00
A17708				\$1,914.17	\$1,914.17	\$31,759.00
A17709				\$2,347.70	\$2,347.70	\$31,759.00
A17710				\$1,289.53	\$1,289.53	\$43,307.00
A17711				\$363.50	\$363.50	\$47,811.00
A17712				\$1,549.53	\$1,549.53	\$47,811.00
A17713				\$318.40	\$318.40	\$70,823.00
A17824				\$636.80	\$636.80	\$78,917.00
A17825				\$636.80	\$636.80	\$104,456.00
A17977				\$858.55	\$858.55	\$92,702.00
A18120				\$431.82	\$431.82	\$59,853.00

Exhibit B

WO 12-02 Miscellaneous/Developer Related

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 10-27- Assessment (C)	A + B + C	Market Value
A19194				\$2,754.70	\$2,754.70	\$112,719.00
A19232				\$5,012.74	\$5,012.74	\$63,636.00
A19233				\$1,106.44	\$1,106.44	\$64,597.00
A19265				\$742.94	\$742.94	\$59,764.00
A19283				\$4,496.23	\$4,496.23	\$63,344.00
A19294				\$3,880.19	\$3,880.19	\$239,541.00
A19297				\$1,911.78	\$1,911.78	\$68,437.00
A19298				\$2,039.91	\$2,039.91	\$64,072.00
A26688				\$1,909.35	\$1,909.35	\$30,840.00
A26693				\$1,764.47	\$1,764.47	\$768,734.00
A26694				\$258.69	\$258.69	\$2,566,225.00
A26695				\$690.67	\$690.67	\$1,818,925.00
A28479	1366	\$1,615.98		\$258.69	\$1,874.67	\$37,345.00
A29225				\$3,389.85	\$3,389.85	\$122,593.00
A29917				\$8,600.78	\$8,600.78	\$494,139.00
A33615				\$1,083.21	\$1,083.21	\$117,967.00
C02175				\$1,698.60	\$1,698.60	\$73,500.00
C06980				\$1,184.33	\$1,184.33	\$83,339.00
C06981				\$0.00	\$0.00	\$86,652.00
D04808	2701	\$1,294.31		\$0.00	\$1,294.31	\$83,895.00
D05180A				\$3,789.84	\$3,789.84	\$90,583.00
D05384				\$3,600.36	\$3,600.36	\$51,735.00

Regular City Council Meeting

Meeting Date: 02/27/2012

TITLE: Payment of Claims January 23, 2012.

PRESENTED BY: Pat M. Weber, Finance Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$821,022.70 have been audited and are presented for your approval for payment. A complete listing of the claims dated January 23, 2012, is available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

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 than \$2500.

AP Report > \$2,500 for 01/23/2012

Check Date	Check	Name	Amount	Account	Item Desc
01/23/2012	752396	A-1 Landscaping & Nursery	610.00	2660-67730-407291	Inv. 4374, Snow Removal for NSP homes
01/23/2012	752396	A-1 Landscaping & Nursery	602.50	5210-15910-403990	SNOW REMOVAL FOR P 1,2,3,4,
01/23/2012	752396	A-1 Landscaping & Nursery	602.50	5210-15920-403990	SNOW REMOVAL FOR P 1,2,3,4,
01/23/2012	752396	A-1 Landscaping & Nursery	602.50	5210-15930-403990	SNOW REMOVAL FOR P 1,2,3,4,
01/23/2012	752396	A-1 Landscaping & Nursery	602.50	5210-15940-403990	SNOW REMOVAL FOR P 1,2,3,4,
01/23/2012	752398	Ace Electric Inc	1,062.98	5210-15920-402450	PARK 2 & 4 LIGHT REPAIRS
01/23/2012	752398	Ace Electric Inc	1,062.97	5210-15940-402450	PARK 2 & 4 LIGHT REPAIRS
01/23/2012	752398	Ace Electric Inc	19,785.00	2020-15030-407973	WO 09-25 DOWNTOWN SIGNAL
01/23/2012	752400	AECOM Technical Services Inc	20,560.00	1990-15130-403590	SBURD
01/23/2012	752403	All Phase Builders	4,754.00	2960-65540-407275	Inv. 366, MHR, Shatzer, 14 Jackie Ln
01/23/2012	752407	Archie Cochrane	141.02	1500-21120-402320	MP
01/23/2012	752407	Archie Cochrane	198.92	1500-21120-402320	MP
01/23/2012	752407	Archie Cochrane	374.88	5710-71470-402320	MP
01/23/2012	752407	Archie Cochrane	61.20	6010-00000-141000	MP PO NUM 288506
01/23/2012	752407	Archie Cochrane	107.49	1500-21120-402320	MP
01/23/2012	752407	Archie Cochrane	107.49	1500-21120-402320	MP
01/23/2012	752407	Archie Cochrane	33.60	6010-00000-141000	MP PO NUM 288506
01/23/2012	752407	Archie Cochrane	43.51	5020-75000-402320	MP
01/23/2012	752407	Archie Cochrane	322.75	1500-21120-402320	MP
01/23/2012	752407	Archie Cochrane	11.72	1500-21120-402320	MP
01/23/2012	752407	Archie Cochrane	43.07	1500-21120-402320	MP
01/23/2012	752407	Archie Cochrane	51.94	1500-21120-402320	MP
01/23/2012	752407	Archie Cochrane	238.14	5710-71470-402320	MP
01/23/2012	752407	Archie Cochrane	7.13	5710-71470-402320	MP
01/23/2012	752407	Archie Cochrane	119.21	1500-21120-402320	MP
01/23/2012	752407	Archie Cochrane	19.00	5210-15230-402320	MP
01/23/2012	752407	Archie Cochrane	107.49	1500-21120-402320	MP
01/23/2012	752407	Archie Cochrane	49.11	1500-21120-402320	MP
01/23/2012	752407	Archie Cochrane	83.10	5410-31220-402320	MP
01/23/2012	752407	Archie Cochrane	8.87	5410-31230-402320	MP
01/23/2012	752407	Archie Cochrane	48.71	1500-21120-402320	MP
01/23/2012	752407	Archie Cochrane	20.87	1500-21120-402320	MP
01/23/2012	752407	Archie Cochrane	420.32	1500-21120-402320	MP
01/23/2012	752407	Archie Cochrane	260.56	1500-21120-402320	MP

01/23/2012	752407	Archie Cochrane	322.75	1500-21120-402320 MP
01/23/2012	752407	Archie Cochrane	11.55	6010-15530-402320 MP
01/23/2012	752407	Archie Cochrane	57.73	1500-21120-402320 MP
01/23/2012	752419	Billings Police Protective Assoc	2,661.00	6500-15660-403660 Inv. 010412 CLeaning of training facility October -
01/23/2012	752420	Border States Electric	6.38	5120-84000-402360 freight
01/23/2012	752420	Border States Electric	11.79	5120-84000-402360 freight
01/23/2012	752420	Border States Electric	27.18	5120-84000-402360 freight charge
01/23/2012	752420	Border States Electric	6.20	5120-85000-402360 fuse
01/23/2012	752420	Border States Electric	32.18	5120-85000-402360 fuse
01/23/2012	752420	Border States Electric	194.90	5020-74000-402360 fuse
01/23/2012	752420	Border States Electric	6.40	5020-74000-402360 lights
01/23/2012	752420	Border States Electric	93.51	5020-74000-402360 903289148
01/23/2012	752420	Border States Electric	300.00	5120-84000-402360 903302091
01/23/2012	752420	Border States Electric	120.96	5120-85000-402360 903302408
01/23/2012	752420	Border States Electric	2,112.00	5120-84000-402360 903322848
01/23/2012	752420	Border States Electric	55.80	5120-85000-402360 903323135
01/23/2012	752420	Border States Electric	315.00	5120-84000-402360 903376460
01/23/2012	752420	Border States Electric	14.80	5120-85000-402360 anchors
01/23/2012	752420	Border States Electric	90.50	5120-84000-402360 ballast
01/23/2012	752420	Border States Electric	58.92	5120-84000-402360 bulbs
01/23/2012	752420	Border States Electric	86.93	5120-85000-402360 cable ties
01/23/2012	752420	Border States Electric	287.56	2110-31320-402290 conduit for barricades
01/23/2012	752420	Border States Electric	123.24	2110-31320-402290 conduit for making of barricades
01/23/2012	752420	Border States Electric	84.69	2110-31320-402360 connectors/screws
01/23/2012	752420	Border States Electric	3,190.00	5020-74000-402360 controller
01/23/2012	752420	Border States Electric	20.49	2110-31320-402290 double sided tape
01/23/2012	752420	Border States Electric	253.96	5120-84000-402360 elec parts
01/23/2012	752420	Border States Electric	61.57	5120-85000-402360 elec. parts
01/23/2012	752420	Border States Electric	201.75	5020-74000-402360 ELEC. SUPPLIES
01/23/2012	752420	Border States Electric	236.94	5120-85000-402360 elec. supplies
01/23/2012	752420	Border States Electric	271.50	5020-00000-141000 ELECTRICAL FOR WTP & WWTP PO NUM
01/23/2012	752420	Border States Electric	11.19	2110-31320-402360 electrical supplies
01/23/2012	752420	Border States Electric	185.40	5020-00000-141000 WATER PARTS AND SUPPLIES PO NUM
01/23/2012	752420	Border States Electric	94.29	5020-00000-141000 ELECTRICAL FOR WTP & WWTP PO NUM
01/23/2012	752420	Border States Electric	798.00	5020-00000-141000 ELECTRICAL FOR WTP & WWTP PO NUM
01/23/2012	752420	Border States Electric	2,291.58	5120-84000-402360 ranelview repair
01/23/2012	752420	Border States Electric	185.40	5020-00000-141000 WATER PARTS AND SUPPLIES PO NUM

01/23/2012	752420	Border States Electric	194.00	5020-00000-141000 WATER PARTS AND SUPPLIES PO NUM
01/23/2012	752420	Border States Electric	25.70	2110-31320-402360 screws for lights
01/23/2012	752420	Border States Electric	6.17	2110-00000-141318 STREET LIGHTS PO NUM 287820
01/23/2012	752420	Border States Electric	21.40	2110-00000-141318 STREET LIGHTS PO NUM 287820
01/23/2012	752420	Border States Electric	81.48	2110-00000-141318 STREET LIGHTS PO NUM 287820
01/23/2012	752420	Border States Electric	9.60	2110-31320-402430 parts for signals
01/23/2012	752420	Border States Electric	136.34	2110-00000-141318 STREET LIGHTS PO NUM 287820
01/23/2012	752420	Border States Electric	249.80	2110-00000-141318 STREET LIGHTS PO NUM 287820
01/23/2012	752420	Border States Electric	4,321.96	2110-00000-141318 STREET LIGHTS PO NUM 287820
01/23/2012	752421	Bruco Inc	4,200.96	5610-71120-402450 Restroom Restoration Cleaning Unit
01/23/2012	752430	Chassis Works Inc	5,002.40	6300-17530-407310 #12166 for repairs to MET Transit Van #1866
01/23/2012	752440	Csg Systems Inc	6,922.38	5020-73110-403110 STATEMENT MAILINGS
01/23/2012	752440	Csg Systems Inc	4,614.92	5120-83110-403110 STATEMENT MAILINGS
01/23/2012	752440	Csg Systems Inc	2,504.53	5020-73110-403111 STATEMENT MAILINGS
01/23/2012	752440	Csg Systems Inc	1,669.68	5120-83110-403111 STATEMENT MAILINGS
01/23/2012	752444	Dell Computer L P	310.07	5210-15910-402925 OptiPlex 790 (Server)
01/23/2012	752444	Dell Computer L P	310.07	5210-15920-402925 OptiPlex 790 (Server)
01/23/2012	752444	Dell Computer L P	310.07	5210-15930-402925 OptiPlex 790 (Server)
01/23/2012	752444	Dell Computer L P	310.07	5210-15940-402925 OptiPlex 790 (Server)
01/23/2012	752444	Dell Computer L P	2,698.50	0100-15120-402925 (2) OptiPlex 790 (Steve & Teri)
01/23/2012	752444	Dell Computer L P	4,047.75	1500-21500-402925 (3)OptiPlex 790
01/23/2012	752444	Dell Computer L P	2,304.36	6010-15520-402120 Dell Latitude E6420 ATG
01/23/2012	752444	Dell Computer L P	1,709.37	5120-84000-402925 Dell OptiPlex 990
01/23/2012	752447	Downtown Billings Bid, Inc.	3,974.78	7800-15750-407680 Paid December, distributed January
01/23/2012	752449	Ebms	1,915.00	6270-17520-403511 January 2012
01/23/2012	752449	Ebms	17,007.00	6270-17520-403512 January 2012
01/23/2012	752449	Ebms	1,371.00	6270-17520-403513 January 2012
01/23/2012	752449	Ebms	37,566.65	6270-17520-403515 January 2012
01/23/2012	752449	Ebms	3,321.50	6270-17520-403515 January 2012
01/23/2012	752449	Ebms	7,437.25	6270-17520-405161 January 2012
01/23/2012	752453	EXXON MOBIL PIPELINE COMPANY	5,027.50	5210-00000-115111 EXXON MOBIL PIPELINE COMP MR Refund
01/23/2012	752458	Ferguson Enterprises Inc	2,850.00	2200-22330-402410 GAS ALERT QUAT-TRO MULTI-GAS
01/23/2012	752458	Ferguson Enterprises Inc	5,710.33	5020-00000-141000 SYSTEMS PO NUM 288497
01/23/2012	752458	Ferguson Enterprises Inc	15.04	2200-22330-402410 FREIGHT
01/23/2012	752460	Fisher Construction	9,407.68	5630-00000-201100 Retainage Release
01/23/2012	752460	Fisher Construction	1,346.16	5630-00000-201100 Retainage Release from HTE P.O. #285353
01/23/2012	752460	Fisher Construction	23,143.23	5630-71220-409290 IP-9 ELEVATOR PROJECT. Change order #1.

01/23/2012	752461	Galls Inc	418.50	7100-21330-402920 Invoice 511842301 Riot Control Suit
01/23/2012	752461	Galls Inc	66.10	7100-21330-402920 Invoice 511875301 ID Nameplate
01/23/2012	752461	Galls Inc	3,830.40	7100-21330-402920 Invoice 511885291 - 9 Riot Control Suits
01/23/2012	752461	Galls Inc	427.62	7100-21330-402920 Invoice 511895387 - 18 Riot Batons
01/23/2012	752462	General Contractors Constr	3,345.00	1500-21710-402450 roof repairs
01/23/2012	752464	Grainger Parts	18,782.45	5410-31230-402290 storage mezzanine for the landfill
01/23/2012	752464	Grainger Parts	99.00	6010-15530-402320 MP
01/23/2012	752464	Grainger Parts	64.81	5120-85000-402320 MP
01/23/2012	752471	Hdr Inc	11,004.11	4160-74930-409220 WO0426 Zone 4&5 Reservoirs/Zone 5 Pump
01/23/2012	752471	Hdr Inc	5,882.50	4210-84930-409340 WO0822 WWTP DISINFECTION SYSTEM
01/23/2012	752471	Hdr Inc	1,394.51	4160-74930-409340 PL0049 WATER TREATMENT PLANT
01/23/2012	752473	Honey Do Contracting Inc	4,994.16	2960-65540-407275 Proposal No. 6872, 1/5/2012, MHR, Roberta
01/23/2012	752475	Hvac Technology Inc	3,732.00	5120-84000-402450 LABOR/BEARING/ACTUATOR
01/23/2012	752475	Hvac Technology Inc	181.00	1500-21710-402450 boiler maintenance
01/23/2012	752483	Jtl Group Inc DbA Knife River	8,930.62	5030-75910-409340 WO0911 RIMROCK RD - 17TH TO
01/23/2012	752483	Jtl Group Inc DbA Knife River	3,903.60	4410-31650-409311 WO0911 RIMROCK RD - 17TH TO
01/23/2012	752483	Jtl Group Inc DbA Knife River	38,976.74	2050-31310-409310 WO0911 RIMROCK RD - 17TH TO
01/23/2012	752483	Jtl Group Inc DbA Knife River	3,513.27	8400-31840-409310 WO0911 RIMROCK RD - 17TH TO
01/23/2012	752483	Jtl Group Inc DbA Knife River	7,865.22	8400-31840-409310 WO0911 RIMROCK RD - 17TH TO
01/23/2012	752483	Jtl Group Inc DbA Knife River	2,695.88	5130-85910-409340 WO0911 RIMROCK RD - 17TH TO
01/23/2012	752488	Lake Hills Golf Club	37,396.21	8400-31840-403660 Stormwater Improvements & Maint. Agreement
01/23/2012	752495	Mes-Nw	210.00	1500-22290-402490 4AA Luxeon Div 2 w/white LED & alkaline
01/23/2012	752495	Mes-Nw	895.00	1500-22290-402290 DIAPHRAGM & VALVE ASSY, EZ FLO+
01/23/2012	752495	Mes-Nw	0.00	1500-22290-402290 FACE SEAL, MEDIUM, POLYISOPRENE
01/23/2012	752495	Mes-Nw	318.00	1500-22290-402640 Helmet lighting kit - div 2 4AA lux w/white LED
01/23/2012	752495	Mes-Nw	48.51	1500-22210-403110 ESTIMATED POSTAGE/SHIPPING/HANDLING
01/23/2012	752495	Mes-Nw	867.00	1500-22290-402290 HOSE W/HUD & PLUG DISCONNECT KB
01/23/2012	752495	Mes-Nw	0.00	1500-22290-402490 LAMP MODULE/STREAMLIGHT REPAIR
01/23/2012	752495	Mes-Nw	0.00	1500-22290-402290 BATTERY COMPARTMENT ASSY/SCBA AIR
01/23/2012	752495	Mes-Nw	414.00	1500-22290-402640 GLOVES:KANGAROO PYROTECT MOISTURE
01/23/2012	752495	Mes-Nw	0.00	1500-22290-402290 STEM ASSEMBLY,PURGE
01/23/2012	752495	Mes-Nw	0.00	1500-22290-402640 GLOVES:KANGAROO, pyroprotect moisture barrier
01/23/2012	752495	Mes-Nw	28.00	1500-22290-402290 VALVE ASSY / CHECK
01/23/2012	752495	Mes-Nw	0.00	1500-22290-402640 GLOVES:KANGAROO PYROTECT MOISTURE
01/23/2012	752495	Mes-Nw	138.00	1500-22290-402640 GLOVES:KANGAROO PYROTECT MOISTURE
01/23/2012	752495	Mes-Nw	0.00	1500-22290-402290 BATTERY HOLDER ASSEMBLY
01/23/2012	752495	Mes-Nw	28.00	1500-22290-402290 COVER,ELECTRONICS ENCLOSURE

01/23/2012	752495	Mes-Nw	0.00	1500-22290-402640	ESS GOGGLES NFPA 1971
01/23/2012	752495	Mes-Nw	225.00	1500-22290-402640	BEN 2 PLUS/HELMET MES #6 -W/NFPA EZ
01/23/2012	752495	Mes-Nw	0.00	1500-22290-402290	HOSE ASSY W/SKT QD, NXG2 KB
01/23/2012	752495	Mes-Nw	44.00	1500-22290-402290	ELECTRONIC ENCLOSURE
01/23/2012	752495	Mes-Nw	0.00	1500-22290-402640	EZ FLIPS FACE SHIELD FOR BEN 2
01/23/2012	752495	Mes-Nw	0.00	1500-22290-402640	FD-P84 HOOD - FULL 8" DRAPE/ONE SIZE /
01/23/2012	752495	Mes-Nw	0.00	1500-22290-402290	LED ASSY/ELECTRONICS ENCLOSURE
01/23/2012	752495	Mes-Nw	0.00	1500-22290-402640	GLOVES: KANGAROO - SIZE 3XL
01/23/2012	752495	Mes-Nw	92.00	1500-22290-402290	REPLACEMENT CONSOLE BOARD ASSY/SE
01/23/2012	752495	Mes-Nw	0.00	1500-22290-402640	HR-SSB-2007 RATCHET SUSPENSION FOR
01/23/2012	752495	Mes-Nw	11.65	1500-22290-402290	SHIPPING & HANDLING
01/23/2012	752495	Mes-Nw	0.00	1500-22290-402640	HR-H05 D-RING BRACKET
01/23/2012	752495	Mes-Nw	0.00	1500-22290-402490	RT3-4568 RETRACTABLE LANYARD FOR
01/23/2012	752499	Montana Department Of	23,923.10	5410-31230-407635	Landfill license fee
01/23/2012	752506	Morrison Maierle Inc	0.00	4050-71250-409695	STORM WATER MASTER PLAN - PFC
01/23/2012	752506	Morrison Maierle Inc	16,266.79	4070-71280-403590	STORM WATER MASTER PLAN - PFC
01/23/2012	752506	Morrison Maierle Inc	0.00	4050-71250-409696	STORM WATER MASTER PLAN - PFC
01/23/2012	752506	Morrison Maierle Inc	4,100.80	4070-71280-403590	STORM WATER MASTER PLAN - PFC
01/23/2012	752508	Moulton Law Firm	2,677.50	0100-16110-403560	Invoice No. 96989 - Misc. Employee Matters -
01/23/2012	752516	Northwest Pipe Fittings	559.09	5020-73140-402450	hot h2o tank
01/23/2012	752516	Northwest Pipe Fittings	2.56	5120-85000-402450	gasket-1883872
01/23/2012	752516	Northwest Pipe Fittings	109.88	5020-74000-402450	heater
01/23/2012	752516	Northwest Pipe Fittings	7.20	2110-31320-402290	galvanized 90 elbow for shop
01/23/2012	752516	Northwest Pipe Fittings	18.40	2110-31320-402320	MP
01/23/2012	752516	Northwest Pipe Fittings	1,031.23	5020-75000-402410	1789302
01/23/2012	752516	Northwest Pipe Fittings	83.86	5120-85000-402120	1861123
01/23/2012	752516	Northwest Pipe Fittings	48.07	5020-74000-402450	1873679
01/23/2012	752516	Northwest Pipe Fittings	14.61	5020-74000-402450	1873951
01/23/2012	752516	Northwest Pipe Fittings	26.15	5120-85000-404410	sewer fittings
01/23/2012	752516	Northwest Pipe Fittings	59.56	5120-85000-404410	sewer fittings
01/23/2012	752516	Northwest Pipe Fittings	99.37	5120-85000-404410	sewer fittings
01/23/2012	752516	Northwest Pipe Fittings	47.81	5120-84000-402450	plumbing supplies
01/23/2012	752516	Northwest Pipe Fittings	24.90	2110-31320-402290	plumbing supplies for sinks in shop
01/23/2012	752516	Northwest Pipe Fittings	199.70	5120-83140-402450	fittings
01/23/2012	752516	Northwest Pipe Fittings	89.28	5020-73120-402380	valves-1881721
01/23/2012	752516	Northwest Pipe Fittings	75.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM
01/23/2012	752516	Northwest Pipe Fittings	14,959.32	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM

01/23/2012	752516	Northwest Pipe Fittings	1,466.76	5020-00000-141000 WATER PARTS AND SUPPLIES PO NUM
01/23/2012	752516	Northwest Pipe Fittings	95.84	5020-00000-141000 SYSTEMS PO NUM 288332
01/23/2012	752518	Northwestern Energy	467.70	8100-31830-403410 SILMD 008 ACCT# 0712544-6
01/23/2012	752518	Northwestern Energy	480.42	8100-31830-403410 SILMD 009 ACCT# 0712545-3
01/23/2012	752518	Northwestern Energy	1,277.22	8100-31830-403410 SILMD 010 ACCT# 0712546-1
01/23/2012	752518	Northwestern Energy	3,836.84	8100-31830-403410 SILMD 013 ACCT# 0721276-4
01/23/2012	752518	Northwestern Energy	1,882.25	8100-31830-403410 SILMD 014 ACCT# 0721277-2
01/23/2012	752518	Northwestern Energy	167.04	8100-31830-403410 SILMD 113 ACCT# 0712562-8
01/23/2012	752518	Northwestern Energy	1,660.02	8100-31830-403410 SILMD 107 ACCT# 0712560-2
01/23/2012	752518	Northwestern Energy	4,163.22	8100-31830-403410 SILMD 109 ACCT# 0712561-0
01/23/2012	752518	Northwestern Energy	88.28	8100-31830-403410 SILMD 018 ACCT# 0712554-5
01/23/2012	752518	Northwestern Energy	1,161.86	8100-31830-403410 SILMD 017 ACCT# 0712553-7
01/23/2012	752518	Northwestern Energy	438.27	8100-31830-403410 SILMD 095 ACCT# 0712556-0
01/23/2012	752518	Northwestern Energy	13,016.95	8100-31830-403410 SILMD 097 ACCT# 0712557-8
01/23/2012	752518	Northwestern Energy	1,513.66	8100-31830-403410 SILMD 099 ACCT# 0712558-6
01/23/2012	752518	Northwestern Energy	2,481.87	8100-31830-403410 SILMD 100 ACCT# 0712559-4
01/23/2012	752518	Northwestern Energy	12,016.16	2110-31320-403410 NWE SIGNALS
01/23/2012	752518	Northwestern Energy	895.88	8100-31830-403410 SILMD 114 ACCT# 0712563-6
01/23/2012	752518	Northwestern Energy	210.79	8100-31830-403410 SILMD 115 ACCT# 0712564-4
01/23/2012	752518	Northwestern Energy	553.34	8100-31830-403410 SILMD 116 ACCT# 0712565-1
01/23/2012	752518	Northwestern Energy	3,052.92	8100-31830-403410 SILMD 117 ACCT# 0712566-9
01/23/2012	752518	Northwestern Energy	219.45	8100-31830-403410 SILMD 118 ACCT# 0712567-7
01/23/2012	752518	Northwestern Energy	144.11	8100-31830-403410 SILMD 119 ACCT# 0712568-5
01/23/2012	752518	Northwestern Energy	2,371.45	8100-31830-403410 SILMD 121 ACCT# 0712570-1
01/23/2012	752518	Northwestern Energy	180.15	8100-31830-403410 SILMD 122 ACCT# 0712571-9
01/23/2012	752518	Northwestern Energy	316.19	8100-31830-403410 SILMD 123 ACCT# 0712572-7
01/23/2012	752518	Northwestern Energy	922.22	8100-31830-403410 SILMD 124 ACCT# 0712573-5
01/23/2012	752518	Northwestern Energy	368.88	8100-31830-403410 SILMD 125 ACCT# 0712574-3
01/23/2012	752518	Northwestern Energy	184.45	8100-31830-403410 SILMD 126 ACCT# 0712575-0
01/23/2012	752518	Northwestern Energy	675.59	8100-31830-403410 SILMD 127 ACCT# 0712576-8
01/23/2012	752518	Northwestern Energy	472.91	8100-31830-403410 SILMD 128 ACCT# 0712577-6
01/23/2012	752518	Northwestern Energy	316.19	8100-31830-403410 SILMD 129 ACCT# 0712578-4
01/23/2012	752518	Northwestern Energy	136.47	8100-31830-403410 SILMD 130 ACCT# 0712579-2
01/23/2012	752518	Northwestern Energy	816.84	8100-31830-403410 SILMD 131 ACCT# 0712580-0
01/23/2012	752518	Northwestern Energy	221.76	8100-31830-403410 SILMD 133 ACCT# 0712581-8
01/23/2012	752518	Northwestern Energy	511.78	8100-31830-403410 SILMD 134 ACCT# 0712582-6
01/23/2012	752518	Northwestern Energy	495.42	8100-31830-403410 SILMD 135 ACCT# 0712583-4

01/23/2012	752518	Northwestern Energy	438.65	8100-31830-403410	SILMD 136 ACCT# 0712584-2
01/23/2012	752518	Northwestern Energy	352.43	8100-31830-403410	SILMD 137 ACCT# 0712585-9
01/23/2012	752518	Northwestern Energy	711.44	8100-31830-403410	SILMD 138 ACCT# 0712586-7
01/23/2012	752518	Northwestern Energy	237.14	8100-31830-403410	SILMD 139 ACCT# 0712587-5
01/23/2012	752518	Northwestern Energy	551.49	8100-31830-403410	SILMD 143 ACCT# 0712588-3
01/23/2012	752518	Northwestern Energy	26.26	8100-31830-403410	SILMD 144 ACCT# 0712589-1
01/23/2012	752518	Northwestern Energy	450.39	8100-31830-403410	SILMD 145 ACCT# 0712590-9
01/23/2012	752518	Northwestern Energy	342.53	8100-31830-403410	SILMD 146 ACCT# 0712591-7
01/23/2012	752518	Northwestern Energy	442.43	8100-31830-403410	SILMD 147 ACCT# 0712592-5
01/23/2012	752518	Northwestern Energy	1,379.46	8100-31830-403410	SILMD 149 ACCT# 0712593-3
01/23/2012	752518	Northwestern Energy	720.63	8100-31830-403410	SILMD 150 ACCT# 0712594-1
01/23/2012	752518	Northwestern Energy	606.04	8100-31830-403410	SILMD 151 ACCT# 0712595-8
01/23/2012	752518	Northwestern Energy	4,124.96	8100-31830-403410	SILMD 152 ACCT# 0712596-6
01/23/2012	752518	Northwestern Energy	517.95	8100-31830-403410	SILMD 153 ACCT# 0712597-4
01/23/2012	752518	Northwestern Energy	1,171.02	8100-31830-403410	SILMD 154 ACCT# 0712598-2
01/23/2012	752518	Northwestern Energy	474.30	8100-31830-403410	SILMD 155 ACCT# 0712599-0
01/23/2012	752518	Northwestern Energy	878.27	8100-31830-403410	SILMD 157 ACCT# 0712600-6
01/23/2012	752518	Northwestern Energy	764.13	8100-31830-403410	SILMD 158 ACCT# 0712601-4
01/23/2012	752518	Northwestern Energy	1,033.75	8100-31830-403410	SILMD 159 ACCT# 0712602-2
01/23/2012	752518	Northwestern Energy	685.09	8100-31830-403410	SILMD 160 ACCT# 0712603-0
01/23/2012	752518	Northwestern Energy	1,013.38	8100-31830-403410	SILMD 161 ACCT# 0712604-8
01/23/2012	752518	Northwestern Energy	57.12	8100-31830-403410	SILMD 162 ACCT# 0712605-5
01/23/2012	752518	Northwestern Energy	608.27	8100-31830-403410	SILMD 163 ACCT# 0712606-3
01/23/2012	752518	Northwestern Energy	360.31	8100-31830-403410	SILMD 164 ACCT# 0712607-1
01/23/2012	752518	Northwestern Energy	843.19	8100-31830-403410	SILMD 165 ACCT# 0712608-9
01/23/2012	752518	Northwestern Energy	225.21	8100-31830-403410	SILMD 167 ACCT# 0712609-7
01/23/2012	752518	Northwestern Energy	540.46	8100-31830-403410	SILMD 171 ACCT# 0712610-5
01/23/2012	752518	Northwestern Energy	511.79	8100-31830-403410	SILMD 172 ACCT# 0712611-3
01/23/2012	752518	Northwestern Energy	1,125.98	8100-31830-403410	SILMD 173 ACCT# 0712612-1
01/23/2012	752518	Northwestern Energy	945.81	8100-31830-403410	SILMD 174 ACCT# 0712613-9
01/23/2012	752518	Northwestern Energy	315.26	8100-31830-403410	SILMD 175 ACCT# 0712614-7
01/23/2012	752518	Northwestern Energy	40.80	8100-31830-403410	SILMD 176 ACCT# 0712615-4
01/23/2012	752518	Northwestern Energy	247.72	8100-31830-403410	SILMD 178 ACCT# 0712616-2
01/23/2012	752518	Northwestern Energy	495.42	8100-31830-403410	SILMD 179 ACCT# 0712617-0
01/23/2012	752518	Northwestern Energy	337.79	8100-31830-403410	SILMD 180 ACCT# 0712618-8
01/23/2012	752518	Northwestern Energy	1,607.31	8100-31830-403410	SILMD 181 ACCT# 0712619-6
01/23/2012	752518	Northwestern Energy	562.98	8100-31830-403410	SILMD 182 ACCT# 0712620-4

01/23/2012	752518	Northwestern Energy	1,125.96	8100-31830-403410	SILMD 183	ACCT# 0712621-2
01/23/2012	752518	Northwestern Energy	360.31	8100-31830-403410	SILMD 184	ACCT# 0712622-0
01/23/2012	752518	Northwestern Energy	135.12	8100-31830-403410	SILMD 185	ACCT# 0712623-8
01/23/2012	752518	Northwestern Energy	569.02	8100-31830-403410	SILMD 186	ACCT# 0712624-6
01/23/2012	752518	Northwestern Energy	225.21	8100-31830-403410	SILMD 187	ACCT# 0712625-3
01/23/2012	752518	Northwestern Energy	270.23	8100-31830-403410	SILMD 188	ACCT# 0712626-1
01/23/2012	752518	Northwestern Energy	225.21	8100-31830-403410	SILMD 189	ACCT# 0712627-9
01/23/2012	752518	Northwestern Energy	1,171.02	8100-31830-403410	SILMD 190	ACCT# 0712628-7
01/23/2012	752518	Northwestern Energy	402.31	8100-31830-403410	SILMD 191	ACCT# 0712629-5
01/23/2012	752518	Northwestern Energy	292.74	8100-31830-403410	SILMD 192	ACCT# 0712630-3
01/23/2012	752518	Northwestern Energy	720.63	8100-31830-403410	SILMD 193	ACCT# 0712631-1
01/23/2012	752518	Northwestern Energy	235.46	8100-31830-403410	SILMD 194	ACCT# 0712632-9
01/23/2012	752518	Northwestern Energy	196.21	8100-31830-403410	SILMD 195	ACCT# 0712633-7
01/23/2012	752518	Northwestern Energy	63.14	8100-31830-403410	SILMD 196	ACCT# 0712634-5
01/23/2012	752518	Northwestern Energy	63.14	8100-31830-403410	SILMD 197	ACCT# 0712635-2
01/23/2012	752518	Northwestern Energy	112.60	8100-31830-403410	SILMD 198	ACCT# 0712636-0
01/23/2012	752518	Northwestern Energy	67.35	8100-31830-403410	SILMD 200	ACCT# 0712637-8
01/23/2012	752518	Northwestern Energy	472.91	8100-31830-403410	SILMD 201	ACCT# 0712638-6
01/23/2012	752518	Northwestern Energy	724.07	8100-31830-403410	SILMD 202	INV# 0712639-4
01/23/2012	752518	Northwestern Energy	16.84	8100-31830-403410	SILMD 203	ACCT# 0712640-2
01/23/2012	752518	Northwestern Energy	352.97	8100-31830-403410	SILMD 204	ACCT# 0712641-0
01/23/2012	752518	Northwestern Energy	32.64	8100-31830-403410	SILMD 205	ACCT# 0712642-8
01/23/2012	752518	Northwestern Energy	315.26	8100-31830-403410	SILMD 206	ACCT# 0712643-6
01/23/2012	752518	Northwestern Energy	360.31	8100-31830-403410	SILMD 207	ACCT# 0712644-4
01/23/2012	752518	Northwestern Energy	262.33	8100-31830-403410	SILMD 208	ACCT# 0712645-1
01/23/2012	752518	Northwestern Energy	517.95	8100-31830-403410	SILMD 209	ACCT# 0712646-9
01/23/2012	752518	Northwestern Energy	75.78	8100-31830-403410	SILMD 210	ACCT# 0712647-7
01/23/2012	752518	Northwestern Energy	42.11	8100-31830-403410	SILMD 211	ACCT# 0712648-5
01/23/2012	752518	Northwestern Energy	42.11	8100-31830-403410	SILMD 212	ACCT# 0712649-3
01/23/2012	752518	Northwestern Energy	25.26	8100-31830-403410	SILMD 213	ACCT# 0712650-1
01/23/2012	752518	Northwestern Energy	449.95	8100-31830-403410	SILMD 214	ACCT# 0712651-9
01/23/2012	752518	Northwestern Energy	135.12	8100-31830-403410	SILMD 216	ACCT# 0712652-7
01/23/2012	752518	Northwestern Energy	349.69	8100-31830-403410	SILMD 217	ACCT# 0712653-5
01/23/2012	752518	Northwestern Energy	266.23	8100-31830-403410	SILMD 220	ACCT# 0712654-3
01/23/2012	752518	Northwestern Energy	8.16	8100-31830-403410	SILMD 221	ACCT# 0712655-0
01/23/2012	752518	Northwestern Energy	66.49	8100-31830-403410	SILMD 222	ACCT# 0712656-8
01/23/2012	752518	Northwestern Energy	101.02	8100-31830-403410	SILMD 223	ACCT# 0712657-6

01/23/2012	752518	Northwestern Energy	1,714.07	8100-31830-403410	SILMD 224	ACCT# 0712658-4
01/23/2012	752518	Northwestern Energy	348.30	8100-31830-403410	SILMD 225	ACCT# 0712659-2
01/23/2012	752518	Northwestern Energy	270.21	8100-31830-403410	SILMD 226	ACCT# 0712660-0
01/23/2012	752518	Northwestern Energy	546.69	8100-31830-403410	SILMD 227	ACCT# 0712661-8
01/23/2012	752518	Northwestern Energy	764.13	8100-31830-403410	SILMD 228	ACCT# 0712662-6
01/23/2012	752518	Northwestern Energy	395.24	8100-31830-403410	SILMD 229	ACCT# 0712663-4
01/23/2012	752518	Northwestern Energy	922.23	8100-31830-403410	SILMD 230	ACCT# 0712664-2
01/23/2012	752518	Northwestern Energy	553.34	8100-31830-403410	SILMD 231	ACCT# 0712665-9
01/23/2012	752518	Northwestern Energy	2,397.81	8100-31830-403410	SILMD 232	ACCT# 0712666-7
01/23/2012	752518	Northwestern Energy	735.19	8100-31830-403410	SILMD 233	ACCT# 0712667-5
01/23/2012	752518	Northwestern Energy	432.88	8100-31830-403410	SILMD 234	ACCT# 0712668-3
01/23/2012	752518	Northwestern Energy	462.31	8100-31830-403410	SILMD 235	ACCT# 0712669-1
01/23/2012	752518	Northwestern Energy	147.16	8100-31830-403410	SILMD 236	ACCT# 0712670-9
01/23/2012	752518	Northwestern Energy	382.83	8100-31830-403410	SILMD 237	ACCT# 0712671-7
01/23/2012	752518	Northwestern Energy	14.00	8100-31830-403410	SILMD 238	ACCT# 0712672-5
01/23/2012	752518	Northwestern Energy	90.08	8100-31830-403410	SILMD 239	ACCT# 0712673-3
01/23/2012	752518	Northwestern Energy	353.19	8100-31830-403410	SILMD 240	ACCT# 0712674-1
01/23/2012	752518	Northwestern Energy	588.37	8100-31830-403410	SILMD 241	ACCT# 0712675-8
01/23/2012	752518	Northwestern Energy	79.04	8100-31830-403410	SILMD 242	ACCT# 0712676-6
01/23/2012	752518	Northwestern Energy	105.40	8100-31830-403410	SILMD 244	ACCT# 0712677-4
01/23/2012	752518	Northwestern Energy	81.38	8100-31830-403410	SILMD 245	ACCT# 0712678-2
01/23/2012	752518	Northwestern Energy	316.19	8100-31830-403410	SILMD 246	ACCT# 0712679-0
01/23/2012	752518	Northwestern Energy	1,093.58	8100-31830-403410	SILMD 247	ACCT# 0712680-8
01/23/2012	752518	Northwestern Energy	2,319.61	8100-31830-403410	SILMD 248	ACCT# 0712681-6
01/23/2012	752518	Northwestern Energy	2,608.60	8100-31830-403410	SILMD 249	ACCT# 0718734-7
01/23/2012	752518	Northwestern Energy	10.51	8100-31830-403410	SILMD 250	ACCT# 1301786-8
01/23/2012	752518	Northwestern Energy	178.94	8100-31830-403410	SILMD 250	ACCT# 0719001-00
01/23/2012	752518	Northwestern Energy	3,741.67	8100-31830-403410	SILMD 251	ACCT# 0718801-4
01/23/2012	752518	Northwestern Energy	526.99	8100-31830-403410	SILMD 252	ACCT# 0719162-0
01/23/2012	752518	Northwestern Energy	1,837.06	8100-31830-403410	SILMD 253	ACCT# 0719644-7
01/23/2012	752518	Northwestern Energy	132.98	8100-31830-403410	SILMD 254	ACCT# 0719763-5
01/23/2012	752518	Northwestern Energy	140.66	8100-31830-403410	SILMD 255	ACCT# 0720813-5
01/23/2012	752518	Northwestern Energy	774.52	8100-31830-403410	SILMD 257	ACCT# 0720360-7
01/23/2012	752518	Northwestern Energy	2,481.93	8100-31830-403410	SILMD 258	ACCT# 0720606-3
01/23/2012	752518	Northwestern Energy	9.71	8100-31830-403410	SILMD 259	ACCT# 1301786-8
01/23/2012	752518	Northwestern Energy	1,194.61	8100-31830-403410	SILMD 259	ACCT# 0720810-1
01/23/2012	752518	Northwestern Energy	474.30	8100-31830-403410	SILMD 261	ACCT# 0720705-3

01/23/2012	752518	Northwestern Energy	2,988.83	8100-31830-403410	SILMD 262	ACCT# 0720937-2
01/23/2012	752518	Northwestern Energy	839.25	8100-31830-403410	SILMD 263	ACCT# 0720716-0
01/23/2012	752518	Northwestern Energy	145.07	8100-31830-403410	SILMD 264	ACCT# 0721427-3
01/23/2012	752518	Northwestern Energy	334.21	8100-31830-403410	SILMD 265	ACCT# 0721556-9
01/23/2012	752518	Northwestern Energy	57.63	8100-31830-403410	SILMD 266	ACCT# 0721684-9
01/23/2012	752518	Northwestern Energy	68.68	8100-31830-403410	SILMD 269	ACCT# 0833098-7
01/23/2012	752518	Northwestern Energy	386.75	8100-31830-403410	SILMD 270	ACCT# 0906944-4
01/23/2012	752518	Northwestern Energy	948.74	8100-31830-403410	SILMD 271	ACCT# 0995095-7
01/23/2012	752518	Northwestern Energy	2,680.44	8100-31830-403410	SILMD 272	ACCT# 0905005-5
01/23/2012	752518	Northwestern Energy	192.25	8100-31830-403410	SILMD 273	ACCT# 0926386-4
01/23/2012	752518	Northwestern Energy	58.86	8100-31830-403410	SILMD 274	ACCT# 0907926-0
01/23/2012	752518	Northwestern Energy	419.73	8100-31830-403410	SILMD 276	ACCT# 0961926-3
01/23/2012	752518	Northwestern Energy	787.99	8100-31830-403410	SILMD 277	ACCT# 1058710-3
01/23/2012	752518	Northwestern Energy	206.03	8100-31830-403410	SILMD 278	ACCT# 1087619-1
01/23/2012	752518	Northwestern Energy	58.43	8100-31830-403410	SILMD 279	ACCT# 1124127-0
01/23/2012	752518	Northwestern Energy	637.72	8100-31830-403410	SILMD 280	ACCT# 1045653-1
01/23/2012	752518	Northwestern Energy	290.13	8100-31830-403410	SILMD 281	ACCT# 1079722-3
01/23/2012	752518	Northwestern Energy	333.80	8100-31830-403410	SILMD 283	ACCT# 1172743-5
01/23/2012	752518	Northwestern Energy	322.08	8100-31830-403410	SILMD 285	ACCT# 1206985-2
01/23/2012	752518	Northwestern Energy	226.72	8100-31830-403410	SILMD 286	ACCT# 1296582-8
01/23/2012	752518	Northwestern Energy	134.90	8100-31830-403410	SILMD 287	ACCT# 1246537-3
01/23/2012	752518	Northwestern Energy	1,703.98	8100-31830-403410	SILMD 288	ACCT# 1303978-9
01/23/2012	752518	Northwestern Energy	309.45	8100-31830-403410	SILMD 289	ACCT# 1685375-6
01/23/2012	752518	Northwestern Energy	137.17	8100-31830-403410	SILMD 290	ACCT# 1433921-2
01/23/2012	752518	Northwestern Energy	579.68	8100-31830-403410	SILMD 292	ACCT# 1481532-8
01/23/2012	752518	Northwestern Energy	225.21	8100-31830-403410	SILMD 293	ACCT# 1481534-4
01/23/2012	752518	Northwestern Energy	450.39	8100-31830-403410	SILMD 294	ACCT# 1481535-1
01/23/2012	752518	Northwestern Energy	105.40	8100-31830-403410	SILMD 295	ACCT# 1481536-9
01/23/2012	752518	Northwestern Energy	1,210.69	8100-31830-403410	SILMD 296	ACCT# 1481537-7
01/23/2012	752518	Northwestern Energy	202.67	8100-31830-403410	SILMD 297	ACCT# 1481539-3
01/23/2012	752518	Northwestern Energy	180.15	8100-31830-403410	SILMD 298	ACCT# 1481540-1
01/23/2012	752518	Northwestern Energy	384.23	8100-31830-403410	SILMD 300	ACCT# 1662840-6
01/23/2012	752518	Northwestern Energy	1,700.53	8100-31830-403410	SILMD 301	ACCT# 1687005-7
01/23/2012	752518	Northwestern Energy	294.20	8100-31830-403410	SILMD 302	ACCT# 1607534-3
01/23/2012	752518	Northwestern Energy	1,037.15	8100-31830-403410	SILMD 305	ACCT# 1695873-8
01/23/2012	752518	Northwestern Energy	242.68	8100-31830-403410	SILMD 306	ACCT# 1740353-6
01/23/2012	752518	Northwestern Energy	352.10	8100-31830-403410	SILMD 309	ACCT#0712569-3

01/23/2012	752518	Northwestern Energy	48.81	8100-31830-403410	SILMD 320 ACCT# 0712569-3
01/23/2012	752519	Northwestern Energy	54,413.47	5120-84000-403410	01005917 JAN12 725 HWY 87 EAST
01/23/2012	752519	Northwestern Energy	41.67	0100-51270-403410	07123870
01/23/2012	752519	Northwestern Energy	9.09	2110-31320-403410	08554040
01/23/2012	752519	Northwestern Energy	451.73	5020-74000-403410	11164522
01/23/2012	752519	Northwestern Energy	125.16	5610-71170-403410	1264299-7. Jan 2012 1551 Aviation PI #1 utilities
01/23/2012	752519	Northwestern Energy	7.51	2110-31320-403410	17403577
01/23/2012	752519	Northwestern Energy	143.44	0100-51220-403410	07125362
01/23/2012	752519	Northwestern Energy	641.76	1500-22210-403410	08715468
01/23/2012	752519	Northwestern Energy	110.64	5610-71170-403410	11389269
01/23/2012	752519	Northwestern Energy	53.22	5610-71170-403410	1341288-7. Jan 2012 1553 Aviation PI. utilities
01/23/2012	752519	Northwestern Energy	7.71	2110-31320-403410	17488966
01/23/2012	752519	Northwestern Energy	137.23	5120-85000-403410	17568932 JAN12 SHILOH CROSSING LFT STN
01/23/2012	752519	Northwestern Energy	609.90	5610-71170-403410	1669567-8. Jan 12 1737 Highway # W utilities
01/23/2012	752519	Northwestern Energy	27.71	5610-71130-403410	1647695-4. Jan 12 2271 Overlook De-icer
01/23/2012	752519	Northwestern Energy	2,299.75	5610-71170-403410	0100484-5. Jan 12 ARFF Facility utilities
01/23/2012	752519	Northwestern Energy	162.50	0100-51120-403410	07230451
01/23/2012	752519	Northwestern Energy	1,176.21	5610-71190-403410	1993430-6. Jan 12 QTA Car Wash utilities
01/23/2012	752519	Northwestern Energy	64.45	5020-74000-403410	07230592
01/23/2012	752519	Northwestern Energy	565.92	5610-71190-403410	2001846-1. Jan 12 QTA Mud Wash utilities
01/23/2012	752519	Northwestern Energy	2,723.53	5610-71130-403410	0100483-7. Jan 12 Airport runway lights utilities
01/23/2012	752519	Northwestern Energy	2,180.27	5020-74000-403410	07230402
01/23/2012	752519	Northwestern Energy	17.04	0100-51120-403410	07222870
01/23/2012	752519	Northwestern Energy	4,142.77	6500-15660-403410	12693917
01/23/2012	752519	Northwestern Energy	641.73	5610-71170-403410	1341295-2. Jan 12 1563 Aviation PI. utilities
01/23/2012	752519	Northwestern Energy	2,407.58	5020-74000-403410	07222649
01/23/2012	752519	Northwestern Energy	464.02	6500-15660-403410	09758087
01/23/2012	752519	Northwestern Energy	3,625.84	6500-15660-403410	11608049
01/23/2012	752519	Northwestern Energy	231.60	5610-71170-403410	1341291-1. Jan 2012 1559 Aviation PI. utilities
01/23/2012	752519	Northwestern Energy	41.89	0100-51220-403410	07208184
01/23/2012	752519	Northwestern Energy	166.10	0100-51120-403410	09254962
01/23/2012	752519	Northwestern Energy	851.40	6500-15660-403410	11608023
01/23/2012	752519	Northwestern Energy	7.27	5610-71170-403410	1341289-5. Jan 2012 1555 Aviation PI. utilities
01/23/2012	752519	Northwestern Energy	35.04	0100-51120-403410	18366666
01/23/2012	752519	Northwestern Energy	15.14	5020-74000-403410	19059435 JAN12 3113 STANFORD
01/23/2012	752529	Qwest Communications	45.65	2250-22320-403450	Qwest 406-245-3108 911 Qwest

01/23/2012	752529	Qwest Communications	52.28	6600-31100-403450	Depot□ Qwest 406-259-7758 60% Measured Lines
01/23/2012	752529	Qwest Communications	78.42	6700-31410-403450	Depot□ Qwest 406-259-7758 60% Measured Lines
01/23/2012	752529	Qwest Communications	39.44	5020-74000-403450	Qwest 406-245-3659 PUD Alarm Water Tower
01/23/2012	752529	Qwest Communications	43.44	2250-22320-403450	Qwest 406-651-0282 Fire 5 911 Line
01/23/2012	752529	Qwest Communications	45.66	5610-71100-403450	Qwest 406-245-5834 Airport Alarm
01/23/2012	752529	Qwest Communications	43.44	1500-21110-403450	Qwest 406-656-1046 PD3 FAX Line
01/23/2012	752529	Qwest Communications	119.32	1500-22250-403450	Qwest 406-245-7469 Fire
01/23/2012	752529	Qwest Communications	28.82	2400-43010-407214	Qwest 406-656-9604 Planning Traffic Central 9th
01/23/2012	752529	Qwest Communications	39.44	2600-55120-403450	Qwest 406-245-7337 Library Alarm CKT
01/23/2012	752529	Qwest Communications	28.82	2400-43010-407214	Qwest 406-656-9578 Planning Traffic Central
01/23/2012	752529	Qwest Communications	45.66	1500-21110-403450	Qwest 406-245-7481 Police
01/23/2012	752529	Qwest Communications	7,037.58	2250-22320-403450	Qwest 406-252-1190 911 Qwest
01/23/2012	752529	Qwest Communications	228.20	6060-19310-403450	Qwest 406-248-3049 Main System T1
01/23/2012	752529	Qwest Communications	43.44	5210-15920-403450	Qwest 406-252-2041 Park 2 Elevator Phone
01/23/2012	752529	Qwest Communications	311.26	6070-22350-403450	Qwest 406-248-3635 Fire Airport Radio Tower
01/23/2012	752529	Qwest Communications	28.58	5120-85000-403450	Qwest 406-259-2328 PUD Sahara Sand Lift
01/23/2012	752529	Qwest Communications	311.26	6070-22350-403450	Qwest 406-248-3636 Fire Airport Radio Tower
01/23/2012	752529	Qwest Communications	44.42	2110-31320-403450	Qwest 406-259-3298 PW Traffic 3728 McDougall
01/23/2012	752529	Qwest Communications	118.32	1500-22250-403450	Qwest 406-373-3742 Fire RR Crossing Alarm
01/23/2012	752529	Qwest Communications	45.65	2250-22320-403450	Qwest 406-245-3107 911 Qwest
01/23/2012	752529	Qwest Communications	44.35	5610-71100-403450	Qwest 406-256-7070 Airport
01/23/2012	752529	Qwest Communications	55.02	2250-22320-403450	Qwest 406-245-2296 911 Qwest
01/23/2012	752529	Qwest Communications	44.94	6010-15500-403450	Qwest 406-256-5047 Motor Pool
01/23/2012	752535	Sanderson Stewart	2,789.33	2120-43700-409390	Payment 12
01/23/2012	752535	Sanderson Stewart	7,890.56	2800-65810-407220	KG Phase IV, Construction Services, Sanderson
01/23/2012	752543	Spencer Industries	580.00	2110-31320-402320	MP
01/23/2012	752543	Spencer Industries	6.14	6010-00000-141000	MP PO NUM 288501
01/23/2012	752543	Spencer Industries	2,084.29	5410-31220-402320	MP
01/23/2012	752543	Spencer Industries	201.62	5410-31220-402320	MP
01/23/2012	752543	Spencer Industries	208.32	2110-31320-402320	MP
01/23/2012	752543	Spencer Industries	350.75	2110-31320-402320	MP
01/23/2012	752545	Standard Signs Inc	2,508.45	5610-71130-403653	Replacement Airfield signs in preparation for
01/23/2012	752549	Town & Country Supply Association	5,547.87	6010-00000-141714	MP PO NUM 288505
01/23/2012	752549	Town & Country Supply Association	782.37	1500-22260-402310	FIRE 1: DIESEL FUEL (BLENDED) DELIVERED
01/23/2012	752549	Town & Country Supply Association	16,553.16	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM

01/23/2012	752549	Town & Country Supply Association	21,228.83	6010-00000-141000 MP PO NUM 288504
01/23/2012	752549	Town & Country Supply Association	1,204.54	1500-22260-402310 FIRE 1: UNLEADED FUEL DELIVERED
01/23/2012	752549	Town & Country Supply Association	505.17	1500-22260-402310 FIRE 5: DIESEL (BLENDED) DELIVERED ON
01/23/2012	752549	Town & Country Supply Association	535.97	1500-22260-402310 FIRE 6: DIESEL (BLENDED) DELIVERED ON
01/23/2012	752549	Town & Country Supply Association	-0.02	1500-22260-402310 CORRECTION: DECIMAL POINT
01/23/2012	752558	Western Municipal Construction Inc	3,495.32	5030-75910-409340 WO1101 2011 WATER REPLACEMENT
01/23/2012	752562	Yellowstone County Finance Dpt	3,990.00	1500-21110-403590 December 2011 Prisoner Billing
01/23/2012	752564	Yellowstone County Treasurer	7,911.02	2020-15130-377015 sunsetted tax increment district refund

Regular City Council Meeting

Meeting Date: 02/27/2012

TITLE: Payment of Claims January 30, 2012.

PRESENTED BY: Pat M. Weber, Finance Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,370,558.83 have been audited and are presented for your approval for payment. A complete listing of the claims dated January 30, 2012, is available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

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 January 30, 2012.

AP Report > \$2500 for 01/30/2012

Check Date	Check	Name	Amount	Account	Item Desc
01/30/2012	752579	Alfa Laval	22,847.00	5120-84000-402450	REPAIR OF DS401 ROATATING ASSEMBLY S/N 5019661□ PARTS AND LABOR
01/30/2012	752579	Alfa Laval	1,123.10	5120-84000-402450	SHIPPING CHARGES
01/30/2012	752590	Balco Uniform Co Inc	330.00	1500-21120-402260	Item 74326-750-32 5.11 Patrol Duty Uniform Class b Twill Cotton Blend Pant
01/30/2012	752590	Balco Uniform Co Inc	65.00	1500-21120-402260	Item 74326-750-48 5.11 Patrol Duty Uniform Class B Twill Cotton Blend Pant
01/30/2012	752590	Balco Uniform Co Inc	330.00	1500-21120-402260	Item 74326-750-36 5.11 Patrol Duty Uniform Class B Twill Cotton Blend Pant
01/30/2012	752590	Balco Uniform Co Inc	440.00	1500-21120-402260	Item 72345-750-SM 5.11 Patrol Duty Iniform Class B Twill Cotton Blend L/S Shirt, Sleeve: Reg
01/30/2012	752590	Balco Uniform Co Inc	880.00	1500-21120-402260	Item 72345-750-MED 5.11 Patrol Duty Uniform Class B Twill Cotton Blend L/S Shirt, Sleeve: Reg
01/30/2012	752590	Balco Uniform Co Inc	880.00	1500-21120-402260	Item #72345-750-LG 5.11 Patrol Duty Uniform Class B Twill Cotton Blend L/S Shirt, Sleeve: Reg
01/30/2012	752590	Balco Uniform Co Inc	176.00	1500-21120-402260	Item 72345-750-LG 5.11 Patrol Duty Uniform Class B Twill Cotton Blend L/S Shirt, Sleeve, Tall
01/30/2012	752590	Balco Uniform Co Inc	352.00	1500-21120-402260	Item 72345-750-XL 5.11 Patrol Duty Uniform Class B Twill Cotton Blend L/S Shirt, Sleeve, REG
01/30/2012	752590	Balco Uniform Co Inc	88.00	1500-21120-402260	Item 72345-750-XL 5.11 Patrol Duty Uniform Class B Twill Cotton Blend L/S Shirt, Sleeve: Tall
01/30/2012	752590	Balco Uniform Co Inc	165.00	1500-21120-402260	Item 72345-750-2XL 5.11 Patrol Duty Uniform Class B Twill Cotton Blend L/S Shirt, Sleeve: Reg
01/30/2012	752590	Balco Uniform Co Inc	65.00	1500-21120-402260	Item 72345-750-4XL 5.11 Patrol Duty Uniform Class B Twill Cotton Blend L/S Shirt, Sleeve: Reg

01/30/2012	752590	Balco Uniform Co Inc	204.00	1500-21120-402260	Application of 1 Emblem/Garment
01/30/2012	752590	Balco Uniform Co Inc	176.00	1500-21120-402260	Item 64306-750-12 5.11 Patrol Duty Uniform Class B Twill Cotton Blend Womens Pant
01/30/2012	752590	Balco Uniform Co Inc	50.00	1500-21120-402260	Item 8821DKNV-42 ***Long Rise*** Blauer 8821 Dark Navy Cotton Blend 4PKT Trouser
01/30/2012	752590	Balco Uniform Co Inc	540.00	1500-21120-402260	44H100BK-R Blackhawk Serpa Holster Level 3 Duty Holster Matte Finish RH for Glock 17/22
01/30/2012	752590	Balco Uniform Co Inc	90.00	1500-21120-402260	44H100BK-L Blackhawk Serpa Holster Level 3 Duty Holster Matte Finish LH for Glock 17/22
01/30/2012	752590	Balco Uniform Co Inc	144.00	1500-21120-402260	Freight
01/30/2012	752601	Branch Group Inc	2,961.46	5120-84000-402360	NTR 710FX2-ST 10 PORT
01/30/2012	752602	Brenntag Pacific Inc	4,870.58	2110-31320-404721	ice slicer
01/30/2012	752602	Brenntag Pacific Inc	4,878.74	2110-31320-404721	ice slicer
01/30/2012	752603	Brewington	3,325.70	5120-85000-405170	BREWINGTON - 4602 ARDEN
01/30/2012	752606	Business Tax Section	1.18	5620-71200-409290	Airport Hwy 3 Building. AH3 09.01 Lighting
01/30/2012	752606	Business Tax Section	21.61	5620-71200-409290	Airport Hwy 3 Building. AH3 09.01 Lighting
01/30/2012	752606	Business Tax Section	169.50	4140-15190-409390	MINN ANGLED PARKING CONVERSION
01/30/2012	752606	Business Tax Section	1.61	5620-71200-402450	Airport Operations Center. AOC 25.01 Retro Commissioning
01/30/2012	752606	Business Tax Section	29.56	5620-71200-402450	Airport Operations Center. AOC 25.01 Retro Commissioning
01/30/2012	752606	Business Tax Section	360.00	4160-74930-409220	WO 04-26 ZONE 4 RESERVOIR; Pymt# 26 & 27
01/30/2012	752606	Business Tax Section	567.20	2330-43700-409390	Swords Park Trail
01/30/2012	752606	Business Tax Section	15.55	4160-74930-409220	WO 04-26 ZONE 4 RESERVOIR; Pymt# 26 & 27
01/30/2012	752606	Business Tax Section	1,262.41	5030-75910-409340	WO 10-12 WTP LOW SRVC PUMP STATION: Pymt#5
01/30/2012	752606	Business Tax Section	7.33	5620-71200-409290	Airport Operations Center. AOC 09.01 Lighting
01/30/2012	752606	Business Tax Section	134.61	5620-71200-409290	Airport Operations Center. AOC 09.01 Lighting
01/30/2012	752606	Business Tax Section	10.75	5210-15930-402450	Parking 3 lighting
01/30/2012	752606	Business Tax Section	179.03	5210-15930-402450	Parking 3 lighting
01/30/2012	752606	Business Tax Section	22.21	5210-15920-402450	Parking 2 lighting
01/30/2012	752606	Business Tax Section	370.07	5210-15920-402450	Parking 2 lighting
01/30/2012	752606	Business Tax Section	18.72	5210-15910-402450	Parking 1 lighting
01/30/2012	752606	Business Tax Section	311.75	5210-15910-402450	Parking 1 lighting

01/30/2012	752606	Business Tax Section	1.85	5620-71200-402450	Airport Terminal. APT 25.01 Retro Commissioning
01/30/2012	752606	Business Tax Section	34.02	5620-71200-402450	Airport Terminal. APT 25.01 Retro Commissioning
01/30/2012	752606	Business Tax Section	6.78	5620-71200-409290	Airport Terminal. APT 08.01 VFD Installation
01/30/2012	752606	Business Tax Section	124.48	5620-71200-409290	Airport Terminal. APT 08.01 VFD Installation
01/30/2012	752606	Business Tax Section	14.78	4160-74930-409220	WO 04-26 ZONE 4 RESERVOIR: Pymt# 26 & 27
01/30/2012	752606	Business Tax Section	47.11	5620-71200-409290	Airport Terminal. APT 09.01 Building Lighting
01/30/2012	752606	Business Tax Section	865.54	5620-71200-409290	Airport Terminal. APT 09.01 Building Lighting
01/30/2012	752606	Business Tax Section	287.77	4160-74930-409220	WO 04-26 ZONE 4 RESERVOIR PHASE 2: Pymt# 26 & 27
01/30/2012	752606	Business Tax Section	45.05	5620-71200-409290	Airport Terminal. APT 04.01 Digital Controls
01/30/2012	752606	Business Tax Section	827.88	5620-71200-409290	Airport Terminal. APT 04.01 Digital Controls
01/30/2012	752606	Business Tax Section	279.69	4160-74930-409220	WO 04-26 ZONE 4 RESERVOIR PHASE 2; Pymt # 26 & 27
01/30/2012	752613	Cellebrite USA Corp	2,998.00	7180-21600-409490	UFED License Renewal for 2012
01/30/2012	752616	Cop Construction Co	124,978.59	5030-75910-409340	WO 10-12 WTP LOW SRVC PUMP STATION; Pymt#5
01/30/2012	752616	Cop Construction Co	4,044.09	5020-75000-403680	Inv# 7951 Repair Water Leak at 929 Grand Ave - Sherwin Williams
01/30/2012	752618	Creative Monograms	975.00	5020-75000-402260	56091
01/30/2012	752618	Creative Monograms	650.00	5120-85000-402260	56091
01/30/2012	752618	Creative Monograms	1,437.50	5020-74000-402260	56267
01/30/2012	752618	Creative Monograms	140.62	5020-73140-402260	56265
01/30/2012	752618	Creative Monograms	46.88	5120-83140-402260	56265
01/30/2012	752618	Creative Monograms	625.00	5020-73120-402260	56265
01/30/2012	752618	Creative Monograms	1,250.00	5120-84000-402260	56266
01/30/2012	752622	Cummins Rocky Mountain Llc	61.21	5410-31220-402320	MP
01/30/2012	752622	Cummins Rocky Mountain Llc	544.66	5710-71440-402320	MP
01/30/2012	752622	Cummins Rocky Mountain Llc	1,903.46	5710-71440-402320	MP
01/30/2012	752622	Cummins Rocky Mountain Llc	4,737.31	5710-71440-402320	MP
01/30/2012	752625	Custom Equipment LLC	20,400.00	2110-31320-409420	TWO (2) SANDERS PER SPEC
01/30/2012	752630	Dept Of Justice Dci	1,071.41	2550-21460-401220	Overtime for HIDTA - Magnuson qtr ended 12/30/11.
01/30/2012	752630	Dept Of Justice Dci	7,584.55	2520-21870-401220	ICAC Recovery Grant - OT Reimbursement for the qtr ended December 30, 2011.

01/30/2012	752646	First Interstate Bank	4,830.00	7230-65950-406200	DRLF payment Jan. 2012
01/30/2012	752648	Frontier Precision Inc	25,219.80	5030-75910-409480	REPLACEMENT OF GPS EQUIPMENT PER TRP
01/30/2012	752648	Frontier Precision Inc	16,813.20	5130-85910-409480	REPLACEMENT OF GPS EQUIPMENT PER TRP
01/30/2012	752648	Frontier Precision Inc	3,456.30	5030-75910-409480	TRP REPLACEMENT - GPS DATA RECORDER
01/30/2012	752648	Frontier Precision Inc	2,304.20	5130-85910-409480	TRP REPLACEMENT - GPS DATA RECORDER
01/30/2012	752650	Gillig Corporation	3.58	6010-00000-141714	MP PO NUM 288554
01/30/2012	752650	Gillig Corporation	3,340.04	6010-00000-141714	MP PO NUM 288470
01/30/2012	752650	Gillig Corporation	463.37	6010-00000-141714	MP PO NUM 288535
01/30/2012	752650	Gillig Corporation	2,442.10	6010-00000-141714	MP PO NUM 288541
01/30/2012	752652	Guardian Security Inc	6,020.00	2600-55120-403574	Inv 995636
01/30/2012	752657	Iaff	4,110.75	9000-00000-209920	PAYROLL SUMMARY
01/30/2012	752659	Inland Truck Parts Co	2,702.30	5410-31220-402320	MP
01/30/2012	752659	Inland Truck Parts Co	236.78	5120-85000-402320	MP
01/30/2012	752659	Inland Truck Parts Co	556.59	5410-31220-402320	MP
01/30/2012	752659	Inland Truck Parts Co	489.16	5410-31220-402320	MP
01/30/2012	752664	Jtl Group Inc DbA Knife River	39,949.09	2120-43700-409390	Swords Park Trail III
01/30/2012	752664	Jtl Group Inc DbA Knife River	16,203.80	2330-43700-409390	Swords Park Trail III
01/30/2012	752664	Jtl Group Inc DbA Knife River	4,209.73	2110-31320-404520	sand/salt material
01/30/2012	752664	Jtl Group Inc DbA Knife River	5,353.20	2110-31320-404520	sand/salt material
01/30/2012	752664	Jtl Group Inc DbA Knife River	6,565.09	2110-31320-404520	sand/salt material
01/30/2012	752664	Jtl Group Inc DbA Knife River	128.85	2110-31320-404520	1 1/2" crushed base
01/30/2012	752666	Junkermier, Clark, Campanella,	9,500.00	0100-15120-403530	FY11 audit - final
01/30/2012	752678	Mckinstry Co Llc	1,015.15	5620-71200-409290	Airport Hwy 3 Building. AH3 09.01 Lighting
01/30/2012	752678	Mckinstry Co Llc	2,945.25	5620-71200-409290	Airport Hwy 3 Building. AH3 09.01 Lighting
01/30/2012	752678	Mckinstry Co Llc	6,324.57	5620-71200-409290	Airport Operations Center. AOC 09.01 Lighting
01/30/2012	752678	Mckinstry Co Llc	18,349.35	5620-71200-409290	Airport Operations Center. AOC 09.01 Lighting
01/30/2012	752678	Mckinstry Co Llc	1,389.12	5620-71200-402450	Airport Operations Center. AOC 25.01 Retro Commissioning
01/30/2012	752678	Mckinstry Co Llc	4,030.22	5620-71200-402450	Airport Operations Center. AOC 25.01 Retro Commissioning
01/30/2012	752678	Mckinstry Co Llc	38,899.32	5620-71200-409290	Airport Terminal. APT 04.01 Digital Controls
01/30/2012	752678	Mckinstry Co Llc	112,857.74	5620-71200-409290	Airport Terminal. APT 04.01 Digital Controls
01/30/2012	752678	Mckinstry Co Llc	5,848.57	5620-71200-409290	Airport Terminal. APT 08.01 VFD Installation

01/30/2012	752678	Mckinstry Co Llc	16,968.35	5620-71200-409290	Airport Terminal. APT 08.01 VFD Installation
01/30/2012	752678	Mckinstry Co Llc	40,668.01	5620-71200-409290	Airport Terminal. APT 09.01 Building Lighting
01/30/2012	752678	Mckinstry Co Llc	117,989.23	5620-71200-409290	Airport Terminal. APT 09.01 Building Lighting
01/30/2012	752678	Mckinstry Co Llc	1,598.45	5620-71200-402450	Airport Terminal. APT 25.01 Retro Commissioning
01/30/2012	752678	Mckinstry Co Llc	4,637.57	5620-71200-402450	Airport Terminal. APT 25.01 Retro Commissioning
01/30/2012	752678	Mckinstry Co Llc	18,891.52	5210-15910-402450	Parking 1 lighting
01/30/2012	752678	Mckinstry Co Llc	41,575.04	5210-15910-402450	Parking 1 lighting
01/30/2012	752678	Mckinstry Co Llc	22,425.45	5210-15920-402450	Parking 2 lighting
01/30/2012	752678	Mckinstry Co Llc	49,352.18	5210-15920-402450	Parking 2 lighting
01/30/2012	752678	Mckinstry Co Llc	10,848.49	5210-15930-402450	Parking 3 lighting
01/30/2012	752678	Mckinstry Co Llc	23,874.53	5210-15930-402450	Parking 3 lighting
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402640	BEN 2 PLUS/HELMET MES #6 -W/NFPA EZ FLIP FACE SHIELD MES 01400451 - WHITE
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402640	BEN 2 PLUS/HELMET MES #6 -W/NFPA EZ FLIP FACE SHIELD MES 01400451 - WHITE
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402290	HOSE ASSY W/SKT QD, NXG2 KB
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402290	ELECTRONIC ENCLOSURE
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402640	EZ FLIPS FACE SHIELD FOR BEN 2 HELMENTS - NFPA COMPLIANT
01/30/2012	752680	Mes-Nw	720.00	1500-22290-402640	EZ FLIPS FACE SHIELD FOR BEN 2 HELMENTS - NFPA COMPLIANT
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402640	FD-P84 HOOD - FULL 8" DRAPE/ONE SIZE / NATURAL / PALE YELLOW
01/30/2012	752680	Mes-Nw	132.00	1500-22290-402640	FD-P84 HOOD - FULL 8" DRAPE/ONE SIZE / NATURAL / PALE YELLOW
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402290	LED ASSY/ELECTRONICS ENCLOSURE
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402290	REPLACEMENT CONSOLE BOARD ASSY/SE
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402640	GLOVES:KANGAROO, pyroprotect moisture barrier wristlet size 2XL
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402640	GLOVES:KANGAROO, pyroprotect moisture barrier wristlet size 2XL
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402290	VALVE ASSY / CHECK
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402640	GLOVES: KANGAROO - SIZE 3XL
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402640	GLOVES: KANGAROO - SIZE 3XL

01/30/2012	752680	Mes-Nw	0.00	1500-22290-402290	STEM ASSEMBLY,PURGE
01/30/2012	752680	Mes-Nw	59.02	1500-22290-402640	SHIPPING:
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402640	GLOVES:KANGAROO PYROTECT MOISTURE BARRIER WRISTLET SIZE XL
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402640	GLOVES:KANGAROO PYROTECT MOISTURE BARRIER WRISTLET SIZE XL
01/30/2012	752680	Mes-Nw	525.00	1500-22290-402290	BATTERY HOLDER ASSEMBLY
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402640	GLOVES:KANGAROO PYROTECT MOISTURE BARRIER WRISTLET / SIZE LARGE
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402640	GLOVES:KANGAROO PYROTECT MOISTURE BARRIER WRISTLET / SIZE LARGE
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402290	BATTERY COMPARTMENT ASSY/SCBA AIR PACK
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402290	HOSE W/HUD & PLUG DISCONNECT KB
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402640	GLOVES:KANGAROO PYROTECT MOISTURE BARRIER WRISTLET - SIZE MEDIUM
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402640	GLOVES:KANGAROO PYROTECT MOISTURE BARRIER WRISTLET - SIZE MEDIUM
01/30/2012	752680	Mes-Nw	270.00	1500-22290-402640	GROVES: DKH-O OPEN LOOP COAT HANGER
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402490	LAMP MODULE/STREAMLIGHT REPAIR
01/30/2012	752680	Mes-Nw	216.00	1500-22290-402490	LAMP MODULE/STREAMLIGHT REPAIR
01/30/2012	752680	Mes-Nw	318.00	1500-22290-402490	ACTION COUPLING:CAP 25-B 2.5" CAP W/BLEEDER
01/30/2012	752680	Mes-Nw	79.42	6600-31100-409470	SHIPLING CHARGES
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402290	DIAPHRAGM & VALVE ASSY, EZ FLO+
01/30/2012	752680	Mes-Nw	240.00	1500-22290-402490	ACTION COUPLING: CAP 15-B 1.5" HN CAP W/BLEEDER
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402490	4AA Luxeon Div 2 w/white LED & alkaline batteries
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402490	4AA Luxeon Div 2 w/white LED & alkaline batteries
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402290	FACE SEAL, MEDIUM, POLYISOPRENE

01/30/2012	752680	Mes-Nw	270.00	1500-22290-402640	GROVES:PDH FLAT DRY PANT HANGER
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402640	Helmet lighting kit - div 2 4AA lux w/white LED yellow
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402640	Helmet lighting kit - div 2 4AA lux w/white LED yellow
01/30/2012	752680	Mes-Nw	8,965.00	6600-31100-409470	RESPIRATOR FIT TESTING DEVICE INCLUDING ADAPTERS FOR SCBA/FULL FACE 3M AND HALF MASK. ALSO INCLUDES INTERFACED PRINTER AND FACTORY TRAINING
01/30/2012	752680	Mes-Nw	12.01	1500-22210-403110	ESTIMATED POSTAGE/SHIPPING/HANDLING CHARGES
01/30/2012	752680	Mes-Nw	40.13	1500-22210-403110	ESTIMATED POSTAGE/SHIPPING/HANDLING CHARGES
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402490	RT3-4568 RETRACTABLE LANYARD FOR THERMAL IMAGERS
01/30/2012	752680	Mes-Nw	150.00	1500-22290-402490	RT3-4568 RETRACTABLE LANYARD FOR THERMAL IMAGERS
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402640	HR-H05 D-RING BRACKET
01/30/2012	752680	Mes-Nw	30.00	1500-22290-402640	HR-H05 D-RING BRACKET
01/30/2012	752680	Mes-Nw	11.65	1500-22290-402290	SHIPPING
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402640	HR-SSB-2007 RATCHET SUSPENSION FOR BEN 2 HELMETS
01/30/2012	752680	Mes-Nw	156.00	1500-22290-402640	HR-SSB-2007 RATCHET SUSPENSION FOR BEN 2 HELMETS
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402290	COVER,ELECTRONICS ENCLOSURE
01/30/2012	752680	Mes-Nw	0.00	1500-22290-402640	ESS GOGGLES NFPA 1971
01/30/2012	752680	Mes-Nw	492.00	1500-22290-402640	ESS GOGGLES NFPA 1971
01/30/2012	752685	MONTANA CSED	5,018.63	9000-00000-209926	Child Support
01/30/2012	752686	Montana Dakota Utilities Co	79.57	5020-74000-403440	07162021
01/30/2012	752686	Montana Dakota Utilities Co	3,938.59	5120-84000-403440	07555321
01/30/2012	752686	Montana Dakota Utilities Co	7,877.20	5120-84000-403440	07555321
01/30/2012	752686	Montana Dakota Utilities Co	3,938.59	5120-84000-403440	07555321
01/30/2012	752686	Montana Dakota Utilities Co	10.40	5610-71130-403440	31454301
01/30/2012	752686	Montana Dakota Utilities Co	570.85	5610-71130-403440	31454601
01/30/2012	752686	Montana Dakota Utilities Co	22.05	5020-74000-403440	07342023
01/30/2012	752686	Montana Dakota Utilities Co	84.14	5210-15950-403440	07624725

01/30/2012	752686	Montana Dakota Utilities Co	10.40	5610-71130-403440	31454401
01/30/2012	752686	Montana Dakota Utilities Co	32.58	5610-71130-403440	31454801
01/30/2012	752686	Montana Dakota Utilities Co	29.67	5020-74000-403440	07365822
01/30/2012	752686	Montana Dakota Utilities Co	29.68	5020-74000-403440	07365822
01/30/2012	752686	Montana Dakota Utilities Co	22.05	5610-71130-403440	31454701
01/30/2012	752686	Montana Dakota Utilities Co	24.01	5120-85000-403440	35059801
01/30/2012	752686	Montana Dakota Utilities Co	1,885.74	5610-71130-403440	07385922
01/30/2012	752686	Montana Dakota Utilities Co	22.05	5610-71130-403440	31454902
01/30/2012	752686	Montana Dakota Utilities Co	588.47	1500-22210-403440	35322001
01/30/2012	752686	Montana Dakota Utilities Co	8,796.24	5610-71120-403440	7387221
01/30/2012	752686	Montana Dakota Utilities Co	1,348.03	5610-71170-403440	07388722
01/30/2012	752686	Montana Dakota Utilities Co	10.40	5610-71170-403440	07388824
01/30/2012	752686	Montana Dakota Utilities Co	487.41	0100-51270-403440	07586821
01/30/2012	752686	Montana Dakota Utilities Co	2,511.54	6500-15670-403440	07610421
01/30/2012	752686	Montana Dakota Utilities Co	2,634.21	2600-55120-403440	07617521
01/30/2012	752686	Montana Dakota Utilities Co	121.99	5210-15950-403440	07624629
01/30/2012	752686	Montana Dakota Utilities Co	15.62	5210-15950-403440	07624823
01/30/2012	752686	Montana Dakota Utilities Co	2,677.28	5710-71430-403440	07647023
01/30/2012	752686	Montana Dakota Utilities Co	1,237.74	1500-22210-403440	07676421
01/30/2012	752686	Montana Dakota Utilities Co	951.28	1500-21710-403440	32062801
01/30/2012	752686	Montana Dakota Utilities Co	22.71	5120-85000-403440	32739201
01/30/2012	752686	Montana Dakota Utilities Co	24.01	5120-85000-403440	33154101
01/30/2012	752686	Montana Dakota Utilities Co	14.32	5210-15920-403440	34941902
01/30/2012	752686	Montana Dakota Utilities Co	137.24	6600-31100-403440	37667401
01/30/2012	752686	Montana Dakota Utilities Co	205.86	6700-31410-403440	37667401
01/30/2012	752686	Montana Dakota Utilities Co	96.53	0100-51120-403410	37741801
01/30/2012	752691	Montana Rail Link Inc	2,642.98	2110-31320-403590	Gabel Road Crossing Signal Maintenance - Bill No. MRL2011535
01/30/2012	752693	Montana State Fireman's Assoc	2,686.86	9000-00000-209924	PAYROLL SUMMARY
01/30/2012	752697	Napa Auto Parts	60.18	6010-00000-141000	MP PO NUM 288538
01/30/2012	752697	Napa Auto Parts	113.88	6010-00000-141000	MP PO NUM 288519
01/30/2012	752697	Napa Auto Parts	48.67	6010-00000-141000	MP PO NUM 288534
01/30/2012	752697	Napa Auto Parts	5.69	6010-15530-402650	MP
01/30/2012	752697	Napa Auto Parts	5.77	2110-31320-402320	MP
01/30/2012	752697	Napa Auto Parts	15.80	5710-71440-402320	MP
01/30/2012	752697	Napa Auto Parts	36.26	6010-15530-402650	MP
01/30/2012	752697	Napa Auto Parts	111.45	1500-21120-402320	MP

01/30/2012	752697	Napa Auto Parts	111.08	5210-15230-402320 MP
01/30/2012	752697	Napa Auto Parts	5.00	0100-51120-402320 MP
01/30/2012	752697	Napa Auto Parts	11.40	5710-71440-402320 MP
01/30/2012	752697	Napa Auto Parts	31.70	6010-15530-402650 MP
01/30/2012	752697	Napa Auto Parts	19.00	6010-00000-141000 MP PO NUM 288521
01/30/2012	752697	Napa Auto Parts	27.08	6010-00000-141000 MP PO NUM 288534
01/30/2012	752697	Napa Auto Parts	114.63	6010-00000-141000 MP PO NUM 288539
01/30/2012	752697	Napa Auto Parts	299.00	6010-15520-402120 SHOP MECHANIC CREEPER
01/30/2012	752697	Napa Auto Parts	4.60	5710-71440-402320 MP
01/30/2012	752697	Napa Auto Parts	20.56	6010-15530-402650 MP
01/30/2012	752697	Napa Auto Parts	723.84	6010-00000-141714 MP PO NUM 288534
01/30/2012	752697	Napa Auto Parts	4.08	0100-51120-402320 MP
01/30/2012	752697	Napa Auto Parts	26.98	2110-31320-402320 MP
01/30/2012	752697	Napa Auto Parts	143.07	6010-00000-141714 MP PO NUM 288534
01/30/2012	752697	Napa Auto Parts	32.13	2110-31320-402320 MP
01/30/2012	752697	Napa Auto Parts	62.12	1500-21120-402320 MP
01/30/2012	752697	Napa Auto Parts	105.78	6010-00000-141000 MP PO NUM 288534
01/30/2012	752697	Napa Auto Parts	13.42	5210-15230-402320 MP
01/30/2012	752697	Napa Auto Parts	43.93	6200-19110-402320 MP
01/30/2012	752697	Napa Auto Parts	27.08	6010-00000-141000 MP PO NUM 288534
01/30/2012	752697	Napa Auto Parts	20.22	5410-31230-402320 MP
01/30/2012	752697	Napa Auto Parts	129.26	5210-15230-402320 MP
01/30/2012	752697	Napa Auto Parts	203.00	6010-00000-141000 MP PO NUM 288534
01/30/2012	752697	Napa Auto Parts	24.00	5710-71440-402320 MP
01/30/2012	752697	Napa Auto Parts	35.72	5210-15230-402320 MP
01/30/2012	752697	Napa Auto Parts	35.88	5210-15220-402320 MP
01/30/2012	752697	Napa Auto Parts	131.31	2090-44520-402320 MP
01/30/2012	752697	Napa Auto Parts	13.30	6010-00000-141000 MP PO NUM 288521
01/30/2012	752697	Napa Auto Parts	19.92	6010-00000-141000 MP PO NUM 288534
01/30/2012	752697	Napa Auto Parts	52.56	6010-00000-141000 MP PO NUM 288539
01/30/2012	752697	Napa Auto Parts	2.80	6010-00000-141000 MP PO NUM 288534
01/30/2012	752697	Napa Auto Parts	2.41	5710-71440-402320 MP
01/30/2012	752697	Napa Auto Parts	7.20	5710-71440-402320 MP
01/30/2012	752700	Nextx Communications Inc	2,090.00	2600-55180-403590 inv 971
01/30/2012	752700	Nextx Communications Inc	1,488.00	2600-55180-403590 Inv 970
01/30/2012	752701	Normont Equipment Company	1,117.55	2110-31320-402320 brooms for sweepers
01/30/2012	752701	Normont Equipment Company	1,415.25	2110-31320-402420 42" post w/reflectors and mount base

01/30/2012	752705	Northwestern Energy	7,460.69	6500-15670-403410	01005073
01/30/2012	752705	Northwestern Energy	154.94	8720-51980-403410	10590933
01/30/2012	752705	Northwestern Energy	358.83	5710-71480-403410	17847567
01/30/2012	752705	Northwestern Energy	699.90	5020-74000-403410	AIRPORT RD/17TH W/HWY 3 WALDO
01/30/2012	752705	Northwestern Energy	9.09	0100-51120-403410	07230907
01/30/2012	752705	Northwestern Energy	89.55	2600-55120-403410	07244643
01/30/2012	752705	Northwestern Energy	395.65	5610-71170-403410	January 2012 utilities Airport building 17
01/30/2012	752705	Northwestern Energy	17.82	5610-71170-403410	January 2012 utilities behind runway 198 building L20
01/30/2012	752705	Northwestern Energy	210.04	6070-22350-403410	07215809
01/30/2012	752705	Northwestern Energy	7.30	0100-51120-403410	07236441
01/30/2012	752705	Northwestern Energy	2,300.95	0100-51120-403410	15942824
01/30/2012	752705	Northwestern Energy	207.36	1500-21150-403410	19841550
01/30/2012	752705	Northwestern Energy	1,282.15	5610-71170-403410	January 2012 utilities behind runway IP9
01/30/2012	752705	Northwestern Energy	5,055.02	5210-15920-403410	07208341
01/30/2012	752705	Northwestern Energy	7.30	0100-51120-403410	07231624
01/30/2012	752705	Northwestern Energy	7.22	0100-51120-403410	08317026
01/30/2012	752705	Northwestern Energy	108.56	5210-15950-403410	13815279
01/30/2012	752705	Northwestern Energy	260.69	1500-21150-403410	19841501
01/30/2012	752705	Northwestern Energy	7.27	5610-71170-403410	January 2012 utilities behind runway, IP11
01/30/2012	752705	Northwestern Energy	21.12	0100-51120-403410	07222375
01/30/2012	752705	Northwestern Energy	7.61	0100-51120-403410	07236458
01/30/2012	752705	Northwestern Energy	218.01	5610-71170-403410	January 2012 utilities Airport house
01/30/2012	752705	Northwestern Energy	7.30	0100-51120-403410	07222474
01/30/2012	752705	Northwestern Energy	20.39	0100-51120-403410	07894371
01/30/2012	752705	Northwestern Energy	90.38	0100-51120-403410	07222557
01/30/2012	752705	Northwestern Energy	8.78	0100-51120-403410	07222664
01/30/2012	752705	Northwestern Energy	57.37	5610-71130-403410	January 12 utilities ARFF facility
01/30/2012	752705	Northwestern Energy	7.30	0100-51120-403410	07222698
01/30/2012	752705	Northwestern Energy	11.55	0100-51120-403410	07222920
01/30/2012	752705	Northwestern Energy	18.85	0100-51120-403410	07222938
01/30/2012	752705	Northwestern Energy	7.30	0100-51120-403410	07229057
01/30/2012	752705	Northwestern Energy	7.30	0100-51120-403410	07230550
01/30/2012	752705	Northwestern Energy	7.84	0100-51120-403410	07230576
01/30/2012	752705	Northwestern Energy	12.48	0100-51120-403410	07230568
01/30/2012	752705	Northwestern Energy	7.30	0100-51120-403410	07230584
01/30/2012	752705	Northwestern Energy	9.09	0100-51120-403410	07230543

01/30/2012	752705	Northwestern Energy	7.30	0100-51120-403410	07230360
01/30/2012	752705	Northwestern Energy	86.62	0100-51120-403410	07230428
01/30/2012	752705	Northwestern Energy	173.32	0100-51120-403410	07230378
01/30/2012	752705	Northwestern Energy	99.03	0100-51120-403410	07230352
01/30/2012	752705	Northwestern Energy	54.45	0100-51120-403410	07229339
01/30/2012	752710	Palm Tree Construction	6,831.00	5050-75150-403671	curb box repair
01/30/2012	752718	Qwest Communications	86.88	5610-71100-403450	Qwest 406-252-9412 Airport
01/30/2012	752718	Qwest Communications	43.44	0100-51400-403450	Qwest 406-652-0269 Cemetery FAX Line
01/30/2012	752718	Qwest Communications	153.29	5610-71170-403450	Qwest Airport P9 Building 406-256-6014
01/30/2012	752718	Qwest Communications	3,524.62	6060-19310-403450	Qwest Main System Centrex□ 406-657-8377
01/30/2012	752718	Qwest Communications	28.82	0100-51120-403450	Qwest 406-657-3014 Parks 3890 Stillwater
01/30/2012	752718	Qwest Communications	33.22	0100-51210-403450	Qwest 406-652-8403 Stewart Park Batting Cages
01/30/2012	752718	Qwest Communications	44.35	0100-51120-403450	Qwest 406-652-5507 Parks
01/30/2012	752718	Qwest Communications	29.63	2110-31320-403450	Qwest 406-652-8104 PW Traffice Signal 24 Central
01/30/2012	752730	Sanderson Stewart	108,382.03	5030-75910-409340	WO 12-01 2012 Water & Sewer Replacement Sch 1; Pymt#2/Inv# 33311
01/30/2012	752741	Star Service Inc	1,537.40	4160-74930-409220	WO 04-26 ZONE 4 RESERVOIR: Pymt# 26 & 27
01/30/2012	752741	Star Service Inc	35,640.00	4160-74930-409220	WO 04-26 ZONE 4 RESERVOIR; Pymt# 26 & 27
01/30/2012	752741	Star Service Inc	28,489.23	4160-74930-409220	WO 04-26 ZONE 4 RESERVOIR PHASE 2; Pymt# 26 & 27
01/30/2012	752741	Star Service Inc	27,689.31	4160-74930-409220	WO 04-26 ZONE 4 RESERVOIR; Pymt# 26 & 27
01/30/2012	752741	Star Service Inc	1,465.27	4160-74930-409220	WO 04-26 ZONE 4 RESERVOIR; Pymt# 26 & 27
01/30/2012	752743	Stockman Bank	4,830.00	7230-65950-406200	DRLF payment Jan. 2012
01/30/2012	752745	Sunset Excavation	16,112.25	5050-75150-403671	CONTRACTORS PORTION
01/30/2012	752745	Sunset Excavation	3,800.00	5050-75150-403671	374 STEWART COURT
01/30/2012	752751	Thyssen Krupp Elevator	5,097.00	5610-71120-403660	Invoice #505449, 505450, 505451 November, December 2011 & January 2012 maintenance service
01/30/2012	752754	Town & Country Supply Association	13,744.75	6010-00000-141000	MP PO NUM 288542
01/30/2012	752762	Us Bank-Revolving Loan Fund	4,830.00	7230-65950-406200	DRLF payment Jan. 2012

01/30/2012	752764	Verizon Wireless	461.97	5610-71100-403450	Airport
01/30/2012	752764	Verizon Wireless	215.05	1500-21700-403450	Animal Shelter MDT
01/30/2012	752764	Verizon Wireless	86.16	7170-21660-403450	CCSIU
01/30/2012	752764	Verizon Wireless	43.01	7170-21660-403450	CCSIU Air Card
01/30/2012	752764	Verizon Wireless	147.59	1500-21700-403450	Animal Shelter
01/30/2012	752764	Verizon Wireless	754.58	7170-21660-403450	CCSIU Cell/PTT
01/30/2012	752764	Verizon Wireless	64.73	6500-15650-403450	Facilities BOC□ Plus 70% of 406-672-3027
01/30/2012	752764	Verizon Wireless	688.18	1500-22210-403450	Fire MDT
01/30/2012	752764	Verizon Wireless	52.48	1500-22250-403450	Comm Center 911
01/30/2012	752764	Verizon Wireless	43.01	1500-22210-403450	Fire MIFI
01/30/2012	752764	Verizon Wireless	396.06	0100-16110-403450	Legal
01/30/2012	752764	Verizon Wireless	86.02	7170-21660-403450	CCSIU RAVEN
01/30/2012	752764	Verizon Wireless	84.30	6500-15670-403450	Facilities City Hall□ Plus 30% of 406-672-3027
01/30/2012	752764	Verizon Wireless	129.03	2600-55170-403450	Library Outreach Air Cards
01/30/2012	752764	Verizon Wireless	129.03	6200-19110-403450	ITD Air Card & MIFI
01/30/2012	752764	Verizon Wireless	13.12	6200-19130-403450	ITD GIS
01/30/2012	752764	Verizon Wireless	58.80	0100-17500-403450	Human Resources
01/30/2012	752764	Verizon Wireless	43.18	1500-21110-403450	Police ICAC
01/30/2012	752764	Verizon Wireless	590.26	1500-22210-403450	Fire Department
01/30/2012	752764	Verizon Wireless	3,539.50	1500-21110-403450	Police MDT Toughbook
01/30/2012	752764	Verizon Wireless	105.25	0100-15120-403450	Finance Pat Weber
01/30/2012	752764	Verizon Wireless	90.56	2510-21870-403450	Police Forensic 406-794-6880□ Spare 406-698-7323
01/30/2012	752764	Verizon Wireless	341.07	1500-21110-403450	Police Resource Officers
01/30/2012	752764	Verizon Wireless	27.92	2490-21960-403450	Police DV 406-698-1391
01/30/2012	752764	Verizon Wireless	47.41	5210-15210-403450	Parking
01/30/2012	752764	Verizon Wireless	66.31	0100-51100-403450	PRPL Admin
01/30/2012	752764	Verizon Wireless	127.33	0100-51210-403450	PRPL Recreation
01/30/2012	752764	Verizon Wireless	46.76	0100-51400-403450	Cemetery
01/30/2012	752764	Verizon Wireless	43.89	0100-51120-403450	Parks PMD
01/30/2012	752764	Verizon Wireless	1,572.16	0100-51120-403450	Parks
01/30/2012	752764	Verizon Wireless	219.47	0100-51120-403450	Parks Irrigation
01/30/2012	752764	Verizon Wireless	-58.89	0100-15430-403450	Purchasing
01/30/2012	752764	Verizon Wireless	113.62	6600-31100-403450	Public Works Admin
01/30/2012	752764	Verizon Wireless	138.10	2090-44510-403450	Building

01/30/2012	752764	Verizon Wireless	156.58	6700-31410-403450	Engineering
01/30/2012	752764	Verizon Wireless	68.27	5410-31210-403450	Solid Waste
01/30/2012	752764	Verizon Wireless	309.79	2110-31320-403450	Streets
01/30/2012	752764	Verizon Wireless	82.81	5410-31230-403450	Solid Waste On Call
01/30/2012	752764	Verizon Wireless	653.55	5020-75000-403450	Distribution & Collection 60% 5020-75000-403450□
					Distribution & Collection 40\$ 5120-85000-403450
01/30/2012	752764	Verizon Wireless	435.70	5120-85000-403450	Distribution & Collection 60% 5020-75000-403450□
					Distribution & Collection 40\$ 5120-85000-403450
01/30/2012	752764	Verizon Wireless	19.35	5020-77000-403450	PUD Environmental 50% 5020-77000-403450□
					PUD Environmental 50% 5120-87000-403450
01/30/2012	752764	Verizon Wireless	19.35	5120-87000-403450	PUD Environmental 50% 5020-77000-403450□
					PUD Environmental 50% 5120-87000-403450
01/30/2012	752764	Verizon Wireless	804.27	5020-74000-403450	Water Treatment□
					PWBelknap-WT
01/30/2012	752764	Verizon Wireless	441.27	5020-73120-403450	PWBLKNP MTRSHOP
01/30/2012	752764	Verizon Wireless	69.68	5020-73110-403450	Belknap Office 60% 5020-73110-403450□
					Belknap Office 40\$ 5120-83110-403450
01/30/2012	752764	Verizon Wireless	46.44	5120-83110-403450	Belknap Office 60% 5020-73110-403450□
					Belknap Office 40\$ 5120-83110-403450
01/30/2012	752764	Verizon Wireless	87.17	5020-73140-403450	PWBLKNP STORES 75% 5020-73140-403450□
					PWBLKNP STORES 25% 5120-83140-403450
01/30/2012	752764	Verizon Wireless	29.05	5120-83140-403450	PWBLKNP STORES 75% 5020-73140-403450□
					PWBLKNP STORES 25% 5120-83140-403450
01/30/2012	752764	Verizon Wireless	1,089.60	5120-84000-403450	Wastewater Treatment Plant
01/30/2012	752764	Verizon Wireless	23.09	6060-19310-403450	TeleComm Manager
01/30/2012	752764	Verizon Wireless	92.10	5710-71420-403160	On Call MET
01/30/2012	752764	Verizon Wireless	61.44	5710-71410-403450	MET Transit
01/30/2012	752764	Verizon Wireless	150.51	0100-43210-403450	Code Enforcement
01/30/2012	752764	Verizon Wireless	172.71	5710-71470-403160	MET Transit AVL Acct 770599076-00001
01/30/2012	752764	Verizon Wireless	165.94	1500-21110-403450	Police US Marshall MDT
01/30/2012	752764	Verizon Wireless	26.26	6200-19110-403450	ITD

01/30/2012	752764	Verizon Wireless	43.01	0100-51120-403450	Parks PMD Air Card
01/30/2012	752764	Verizon Wireless	26.24	2600-55170-403450	Library Outreach
01/30/2012	752764	Verizon Wireless	258.12	2090-44510-403450	Building Air Cards
01/30/2012	752764	Verizon Wireless	154.63	2600-55120-403450	Library
01/30/2012	752764	Verizon Wireless	43.01	6700-31410-403450	Engineering Air Card
01/30/2012	752764	Verizon Wireless	42.86	0100-11000-403450	Mayor
01/30/2012	752764	Verizon Wireless	25.81	5020-75000-403450	PUD Air Card 60% 5020 75000 403450
					PUD Air Card 40% 5120 85000 403450
01/30/2012	752764	Verizon Wireless	17.20	5120-85000-403450	PUD Air Card 60% 5020 75000 403450
					PUD Air Card 40% 5120 85000 403450
01/30/2012	752764	Verizon Wireless	68.25	0100-12200-403450	Drug Court
01/30/2012	752764	Verizon Wireless	54.74	6010-15500-403450	Motor Pool
01/30/2012	752764	Verizon Wireless	86.02	0100-43210-403450	Code Enforcement Air Cards
01/30/2012	752764	Verizon Wireless	157.58	0100-12120-403450	Municipal Court Judge
01/30/2012	752764	Verizon Wireless	3,001.56	1500-21110-403450	Police
01/30/2012	752764	Verizon Wireless	13.12	2400-43010-403450	Planning
01/30/2012	752767	Wells Fargo Bank-Loan Payment	4,830.00	7230-65950-406200	DRLF payment Jan. 2012
01/30/2012	752769	Western Security Bank	4,830.00	7230-65950-406200	DRLF payment Jan. 2012
01/30/2012	752776	Yellowstone Valley Elec	1,145.97	5410-31230-403410	electric at landfill and scale house
01/30/2012	752776	Yellowstone Valley Elec	59.00	5120-84000-403410	4179006 JAN12
01/30/2012	752776	Yellowstone Valley Elec	1,536.96	5020-74000-403410	4179006 JAN12
01/30/2012	752776	Yellowstone Valley Elec	19.00	5120-84000-403410	4179008 JAN12
01/30/2012	752776	Yellowstone Valley Elec	266.54	5120-85000-403410	4179015 JAN12
01/30/2012	752776	Yellowstone Valley Elec	19.00	5120-85000-403410	4179011 JAN12
01/30/2012	752776	Yellowstone Valley Elec	171.68	5120-85000-403410	4179008 JAN12
01/30/2012	752776	Yellowstone Valley Elec	1,276.55	5120-84000-403410	4179008 JAN12
01/30/2012	752776	Yellowstone Valley Elec	171.85	5120-85000-403410	4179010 JAN12

Regular City Council Meeting

Meeting Date: 02/27/2012

TITLE: Payment of Claims February 06, 2012.

PRESENTED BY: Pat M. Weber, Finance Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,024,500.23 have been audited and are presented for your approval for payment. A complete listing of the claims dated February 6, 2012, is available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

RECOMMENDATION

Staff recommends that Council approve Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

Payment of Claims February 6, 2012.

Payment of Claims 2 February 6, 2012.

AP Report > \$2,500 for 02/06/12

Check Date	Check	Name	Amount	Account
02/06/2012	752781	Ace Electric Inc	7,010.22	2020-00000-201100
02/06/2012	752781	Ace Electric Inc	28,398.17	2020-00000-201100
02/06/2012	752781	Ace Electric Inc	2,060.58	2020-00000-201100
02/06/2012	752781	Ace Electric Inc	17,389.07	2050-00000-201100
02/06/2012	752784	AECOM Technical Services Inc	30,725.97	1990-15130-403590
02/06/2012	752790	Arrow Striping & Manufacturing Inc	16,780.50	4140-15190-409390
02/06/2012	752796	Big Sky Senior Services, Inc	3,362.02	2960-65260-407275
02/06/2012	752802	Branch Group Inc	4,143.99	5120-84000-402360
02/06/2012	752803	Brenntag Pacific Inc	5,326.40	2110-31320-404720
02/06/2012	752803	Brenntag Pacific Inc	4,920.90	2110-31320-404721
02/06/2012	752803	Brenntag Pacific Inc	5,338.85	2110-31320-404720
02/06/2012	752807	Business Tax Section	175.65	2050-00000-201100
02/06/2012	752807	Business Tax Section	879.80	2800-65810-407220
02/06/2012	752807	Business Tax Section	30.00	6010-15500-409250
02/06/2012	752807	Business Tax Section	37.79	2120-43700-409390
02/06/2012	752807	Business Tax Section	280.00	2120-43700-409390
02/06/2012	752807	Business Tax Section	1,142.88	4210-00000-201100
02/06/2012	752807	Business Tax Section	286.85	2020-00000-201100
02/06/2012	752813	Civicplus	3,100.00	1500-21500-403553
02/06/2012	752813	Civicplus	3,100.00	5710-71410-403590
02/06/2012	752813	Civicplus	217.33	6200-19110-403552
02/06/2012	752817	Custom Computer Technologies Inc	8,522.20	2510-21870-403560
02/06/2012	752820	Dna Labs International	4,840.00	1500-21200-407910
02/06/2012	752822	Easter Seals-Goodwill Northern	3,346.89	2960-66910-407275
02/06/2012	752828	Farr Associates Architecture	4,140.00	2010-15070-407968
02/06/2012	752834	Gallagher Benefit Services Inc	24,625.00	6270-17520-403560
02/06/2012	752838	Gillig Corporation	2,082.09	5710-71440-402320
02/06/2012	752838	Gillig Corporation	1,167.03	6010-00000-141714
02/06/2012	752838	Gillig Corporation	134.70	6010-00000-141714
02/06/2012	752847	Interfaith Hospitality Network	4,465.20	2960-66790-407275
02/06/2012	752849	Interstate Engineering Inc.	7,226.24	8400-00000-201100
02/06/2012	752852	Jtl Group Inc DbA Knife River	3,742.20	2120-43700-409390
02/06/2012	752852	Jtl Group Inc DbA Knife River	27,720.00	2120-43700-409390
02/06/2012	752852	Jtl Group Inc DbA Knife River	87,100.44	2800-65810-407220

02/06/2012	752860	Law Enforcement Associates	4,435.00	7180-21600-402120
02/06/2012	752868	Montana Dakota Utilities Co	481.44	1500-22210-403440
02/06/2012	752868	Montana Dakota Utilities Co	81.93	5020-74000-403440
02/06/2012	752868	Montana Dakota Utilities Co	2,147.40	5610-71190-403440
02/06/2012	752868	Montana Dakota Utilities Co	589.21	5410-31230-403440
02/06/2012	752868	Montana Dakota Utilities Co	61.30	5610-71190-403440
02/06/2012	752868	Montana Dakota Utilities Co	4,120.06	5020-74000-403440
02/06/2012	752868	Montana Dakota Utilities Co	110.23	5610-71190-403440
02/06/2012	752868	Montana Dakota Utilities Co	44.03	5020-74000-403440
02/06/2012	752868	Montana Dakota Utilities Co	44.02	5020-74000-403440
02/06/2012	752868	Montana Dakota Utilities Co	1,263.85	5020-74000-403440
02/06/2012	752868	Montana Dakota Utilities Co	812.29	5610-71190-403440
02/06/2012	752868	Montana Dakota Utilities Co	169.62	5610-71170-403440
02/06/2012	752868	Montana Dakota Utilities Co	322.98	5020-74000-403440
02/06/2012	752868	Montana Dakota Utilities Co	372.57	5610-71170-403440
02/06/2012	752868	Montana Dakota Utilities Co	46.95	5020-74000-403440
02/06/2012	752868	Montana Dakota Utilities Co	319.70	5020-74000-403440
02/06/2012	752868	Montana Dakota Utilities Co	885.74	5020-73140-403440
02/06/2012	752868	Montana Dakota Utilities Co	295.24	5120-83140-403440
02/06/2012	752868	Montana Dakota Utilities Co	865.68	5020-73140-403440
02/06/2012	752868	Montana Dakota Utilities Co	288.55	5120-83140-403440
02/06/2012	752868	Montana Dakota Utilities Co	105.03	5020-74000-403440
02/06/2012	752868	Montana Dakota Utilities Co	198.34	5020-74000-403440
02/06/2012	752868	Montana Dakota Utilities Co	125.25	0100-51410-403440
02/06/2012	752868	Montana Dakota Utilities Co	422.15	0100-51410-403440
02/06/2012	752868	Montana Dakota Utilities Co	159.18	5020-74000-403440
02/06/2012	752868	Montana Dakota Utilities Co	107.64	0100-51120-403440
02/06/2012	752868	Montana Dakota Utilities Co	107.64	5020-74000-403440
02/06/2012	752868	Montana Dakota Utilities Co	123.94	5020-74000-403440
02/06/2012	752868	Montana Dakota Utilities Co	56.74	5020-74000-403440
02/06/2012	752868	Montana Dakota Utilities Co	2,869.77	6500-15660-403440
02/06/2012	752868	Montana Dakota Utilities Co	368.00	6500-15660-403440
02/06/2012	752868	Montana Dakota Utilities Co	890.59	6500-15660-403440
02/06/2012	752868	Montana Dakota Utilities Co	33.80	6500-15660-403440
02/06/2012	752868	Montana Dakota Utilities Co	22.05	0100-51260-403440
02/06/2012	752868	Montana Dakota Utilities Co	29.23	5120-85000-403440
02/06/2012	752868	Montana Dakota Utilities Co	96.53	5610-71190-403440
02/06/2012	752868	Montana Dakota Utilities Co	348.42	5020-74000-403440
02/06/2012	752868	Montana Dakota Utilities Co	140.91	5610-71190-403440
02/06/2012	752868	Montana Dakota Utilities Co	123.20	5020-74000-403440
02/06/2012	752868	Montana Dakota Utilities Co	168.97	5610-71190-403440
02/06/2012	752871	Montana Rail Link Inc	2,958.65	2030-15130-403547
02/06/2012	752873	Morrison Maierle Inc	13,801.27	2100-51510-409390

02/06/2012	752873	Morrison Maierle Inc	2,139.21	2360-43700-409370
02/06/2012	752878	Normont Equipment Company	1,387.70	2110-31320-402420
02/06/2012	752878	Normont Equipment Company	3,520.00	5610-71130-403650
02/06/2012	752878	Normont Equipment Company	3,184.00	5610-71130-402320
02/06/2012	752881	Northwestern Energy	1,492.79	0100-51270-403410
02/06/2012	752881	Northwestern Energy	3,909.57	5210-15910-403410
02/06/2012	752881	Northwestern Energy	1,835.76	5210-15940-403410
02/06/2012	752881	Northwestern Energy	42,753.62	5020-74000-403410
02/06/2012	752881	Northwestern Energy	92.09	0100-51220-403410
02/06/2012	752881	Northwestern Energy	15.91	0100-51410-403410
02/06/2012	752881	Northwestern Energy	193.95	5610-71190-403410
02/06/2012	752881	Northwestern Energy	178.41	5610-71190-403410
02/06/2012	752881	Northwestern Energy	7.19	0100-51120-403410
02/06/2012	752881	Northwestern Energy	38.95	6200-19110-405370
02/06/2012	752881	Northwestern Energy	40.14	0100-51120-403410
02/06/2012	752881	Northwestern Energy	32,011.45	5610-71120-403410
02/06/2012	752881	Northwestern Energy	11,400.97	5020-74000-403410
02/06/2012	752881	Northwestern Energy	619.52	1500-22210-403410
02/06/2012	752881	Northwestern Energy	71.83	0100-51410-403410
02/06/2012	752881	Northwestern Energy	2,513.64	1500-22210-403410
02/06/2012	752881	Northwestern Energy	2,137.68	5020-73140-403410
02/06/2012	752881	Northwestern Energy	22.90	5710-71480-403410
02/06/2012	752881	Northwestern Energy	239.39	5610-71190-403410
02/06/2012	752881	Northwestern Energy	712.56	5120-83140-403410
02/06/2012	752881	Northwestern Energy	528.53	5210-15950-403410
02/06/2012	752881	Northwestern Energy	107.63	5610-71190-403410
02/06/2012	752881	Northwestern Energy	1,826.70	5020-74000-403410
02/06/2012	752881	Northwestern Energy	1,947.87	5020-74000-403410
02/06/2012	752881	Northwestern Energy	614.03	5020-74000-403410
02/06/2012	752881	Northwestern Energy	130.98	5610-71190-403410
02/06/2012	752881	Northwestern Energy	1,947.88	5020-74000-403410
02/06/2012	752881	Northwestern Energy	337.83	1500-22210-403410
02/06/2012	752889	Public Utilities	72.59	2110-31320-403420
02/06/2012	752889	Public Utilities	9.49	5120-85000-403420
02/06/2012	752889	Public Utilities	150,890.38	8050-15700-405350
02/06/2012	752889	Public Utilities	3,774.05	5610-71100-403420
02/06/2012	752889	Public Utilities	190.33	5120-85000-403420

02/06/2012	752893	S Bar S Supply Co	2,970.00	6010-15500-409250
02/06/2012	752894	Sanderson Stewart	11,787.45	2800-65810-407220
02/06/2012	752912	Tnt Springs Inc	269.36	6010-00000-141000
02/06/2012	752912	Tnt Springs Inc	55.66	5410-31220-402320
02/06/2012	752912	Tnt Springs Inc	135.58	6010-00000-141000
02/06/2012	752912	Tnt Springs Inc	1,960.00	6010-00000-141000
02/06/2012	752912	Tnt Springs Inc	263.28	6010-00000-141000
02/06/2012	752912	Tnt Springs Inc	285.50	6010-00000-141000
02/06/2012	752913	Town & Country Supply Association	29,945.85	6010-00000-141000
02/06/2012	752913	Town & Country Supply Association	12,303.05	6010-00000-141000
02/06/2012	752913	Town & Country Supply Association	21,132.37	6010-00000-141714
02/06/2012	752913	Town & Country Supply Association	10,786.51	5610-71130-402310
02/06/2012	752914	Tractor & Equipment	2,525.00	2110-31320-405333
02/06/2012	752914	Tractor & Equipment	200.88	5020-75000-402320
02/06/2012	752914	Tractor & Equipment	492.02	2110-31320-405333
02/06/2012	752917	Ugrin, Alexander, Zadick,& Higgins	2,599.04	0100-16110-403560
02/06/2012	752919	Williams Brother Construction Llc	113,145.57	4210-00000-201100
02/06/2012	752923	Ywca	3,893.53	2950-65280-407275

Item Desc

WO 09-25 Downtown Signal Improvements;
Retainage Release HTE
WO 09-25 Downtown Signal Improvements;
Retainage Release HTE Construction
WO 09-25 Downtown Signal Improvements;
Retainage Release Innoprise
WO 09-25 Downtown Signal Improvements;
Retainage Release HTE Construction
SBURD
MINN ANGLED PARKING CONVERSION
CDBG Reimb Req #5
N-TRON FIBER SWITCHES
Hicothaw
Ice Slicer
Hicothaw
WO 09-25 Downtown Signal Improvements; Ret
Release HTE Const Contract
Encumbering the entire amount, including
Change Order No. 1 - JTL/Knife River, P-631
BUILDING A STORAGE ADDITI ON FOR
FLEET SERVICES
Swords Park Trail
Swords Park Trail
WO 08-22 WWTP Disinfection System;
Retainage Release HTE
WO 09-25 Downtown Signal Improvements; Ret
Release HTE Const Contract
CivicPlus Web Site Renovation
CivicPlus Web Site Renovation
CivicPlus Web Site Renovation
Forensic Workstation for Dept. of Criminal
Investigation. Invoice # 102002920.
Invoice 11-2246 DNA Testing BPD pays half,
Yellowstone County pays half
CDBG Reimbursement Req #6
development of form-based code for EBURD
Inv. #13867 Semi Annual Invoice January - June
2012
MP
MP PO NUM 288582
MP PO NUM 288636
CDBG Reimb. Req. #6, Qtr 2.
WO 01-05 Lake Hills Storm Drain Outfall;
Retainage Release HTE
Swords Park Trail III
Swords Park Trail III
Encumbrance includes change order No. 1, JTL
dba Knife River P631

1 2-Watt Programmable Repeater
07935121
3113 STANFORD
377185 02. January 2012 QTA Car Wash
08073321
379130 01. January 2012 QTA Thrifty detail bay
5
08156221
379129 01. January 2012 QTA Avis detail bay 4

08156322
08156322
08156621
379125 01. January 2012 QTA Mud Wash
073869 28. January 2012 Row 1 Hangar #2
08156721
073858 25. January 2012 TSA Building
08156821
08156922
08157021
08157021
08157121
08157121
08157221
08157322
08543421
08543521
08683522
08767921
31563202
31563302
31753602
32577402
32629302
32708002
32781001
34329601
36738301
379128 01. January 2012 QTA Enterprise detail
bya 3
08156421
379131 01. January 2012 QTA National/Alamo
detail bay 2
08156521
379127 01. January 2012 QTA Hertz detail bay 1

2011536 - crossing signal maintenance for quiet
zone on 27th -29th Streets.
WO 11-10 25th Street Pedestrian Bridge;
Pymt#3/Inv 120060

WO 11-10 25th Street Pedestrian Bridge;
Pymt#3/Inv 120060
yellow posts/telspar post for signs
Invoice #2110023. New snow plow blade for the
front of A-35 AFM pickup as per 1 time O&M line
item.
Invoice #2201141. Replacement blades for snow
plows.
Monthly electric bill for PRPL offices and
community and senior center. January usage.
PARK 1 ELECTRICITY
PARK 4 UTILITIES
01006063 JAN12 2251 BELKNAP
07126832
16352890
2001855-2. January 2012 QTA Detail Bay 2
National/Alamo utilities
2001848-7. January 2012 QTA Detail Bay 1
Hertz utilities
09208018
1145 Pole Attachment Rental (5) □
Annual 1/1/2012-12/31/2012
12300661
0100482-9. January 2012 utilities Airport Vault
main account
01006063 JAN12 2251 BELKNAP
07125370
07125396
FIRE 1: ELECTRIC SERVICE TO STATION &
911 CENTER
01006063 JAN12 2251 BELKNAP
07127640
2001865-1. January 2012 QTA Detail Bay 4 Avis
utilities.
01006063 JAN12 2251 BELKNAP
07208291
2001862-8. January 2012 QTA Detail Bay 3
Enterprise utilities
07230436
01005404 JAN12 3116 17TH ST WEST
07222524
2001867-7. January 2012 QTA Detail Bay 5
Thrifty/Dollar utilities
01005404 JAN12 3116 17TH ST WEST
07208408
671294847
13670319854
6712510003200
68407759
671274846

BUILDING A STORAGE ADDITION FOR
FLEET SERVICES

Inv. #33315, KG IV, Project 78168.43

MP PO NUM 288574

MP

MP PO NUM 288575

MP PO NUM 288576

MP PO NUM 288576

MP PO NUM 288575

MP PO NUM 288570

MP PO NUM 288571

MP PO NUM 288569

Invoice #91805. Diesel fuel for snow removal
operations.

Rental of grader for snow hauling downtown

NONSTOCKING ITEMS-P.U.D.

cutting edge for rental grader

Invoice No. 17798; Watters et al v. City of Blgs.;

\$2599.04

WO 08-22 WWTP Disinfection System;

Retainage Release HTE

CDBG Reimb Req #7, Qtr 2

AP Report > \$2,500 for 02/07/12

Check Date	Check	Name	Amount	Account
02/07/2012	752925	U.S. Bank	96.38	2970-65010-402190
02/07/2012	752925	U.S. Bank	6.19	2970-65010-402190
02/07/2012	752925	U.S. Bank	117.07	2970-65010-402190
02/07/2012	752925	U.S. Bank	31.99	1500-21150-402285
02/07/2012	752925	U.S. Bank	62.97	2090-44510-402190
02/07/2012	752925	U.S. Bank	6.76	2090-44510-402190
02/07/2012	752925	U.S. Bank	30.18	2090-44510-402190
02/07/2012	752925	U.S. Bank	130.02	6200-19110-402290
02/07/2012	752925	U.S. Bank	59.66	6200-19110-402290
02/07/2012	752925	U.S. Bank	39.99	6600-31100-402190
02/07/2012	752925	U.S. Bank	84.28	6600-31100-402190
02/07/2012	752925	U.S. Bank	59.99	6600-31100-402190
02/07/2012	752925	U.S. Bank	36.49	5020-77000-402190
02/07/2012	752925	U.S. Bank	34.88	6600-31100-402190
02/07/2012	752925	U.S. Bank	98.14	0100-15120-402190
02/07/2012	752925	U.S. Bank	131.60	6050-15160-402160
02/07/2012	752925	U.S. Bank	312.60	5610-71130-403653
02/07/2012	752925	U.S. Bank	54.04	5020-74000-402450
02/07/2012	752925	U.S. Bank	8.00	2600-55190-403222
02/07/2012	752925	U.S. Bank	199.00	5710-71470-402450
02/07/2012	752925	U.S. Bank	47.98	5610-71120-402450
02/07/2012	752925	U.S. Bank	75.00	1500-21120-402261
02/07/2012	752925	U.S. Bank	21.98	5610-71120-402410
02/07/2012	752925	U.S. Bank	19.98	5410-31230-402290
02/07/2012	752925	U.S. Bank	76.92	0100-51120-402290
02/07/2012	752925	U.S. Bank	2,495.50	2600-55190-403333
02/07/2012	752925	U.S. Bank	577.20	2600-55190-403333
02/07/2012	752925	U.S. Bank	300.55	2550-21420-402290
02/07/2012	752925	U.S. Bank	621.60	1500-21500-402271
02/07/2012	752925	U.S. Bank	1,045.70	1500-21500-402271
02/07/2012	752925	U.S. Bank	549.55	1500-21500-402271
02/07/2012	752925	U.S. Bank	387.95	5610-71130-403660
02/07/2012	752925	U.S. Bank	82.10	2110-31320-402310
02/07/2012	752925	U.S. Bank	369.30	0100-11000-403940
02/07/2012	752925	U.S. Bank	712.70	5610-71100-403824
02/07/2012	752925	U.S. Bank	48.01	5710-71430-402450
02/07/2012	752925	U.S. Bank	147.76	5610-71120-402240
02/07/2012	752925	U.S. Bank	43.86	5710-71470-402450
02/07/2012	752925	U.S. Bank	22.00	5610-71150-402290
02/07/2012	752925	U.S. Bank	17.91	0100-43210-402190
02/07/2012	752925	U.S. Bank	38.76	5210-15920-402450
02/07/2012	752925	U.S. Bank	59.64	5710-71420-402260
02/07/2012	752925	U.S. Bank	21.32	5210-15940-402190
02/07/2012	752925	U.S. Bank	147.92	1500-22270-402481
02/07/2012	752925	U.S. Bank	14.91	1500-21500-402120
02/07/2012	752925	U.S. Bank	7.94	1500-21500-402120
02/07/2012	752925	U.S. Bank	39.94	1500-21120-402120
02/07/2012	752925	U.S. Bank	333.26	5610-71190-402450

02/07/2012	752925	U.S. Bank	70.00	6200-19110-405370
02/07/2012	752925	U.S. Bank	70.00	6200-19110-405370
02/07/2012	752925	U.S. Bank	314.53	2600-55190-403380
02/07/2012	752925	U.S. Bank	1,650.00	5610-71130-402320
02/07/2012	752925	U.S. Bank	-46.19	5020-73110-402190
02/07/2012	752925	U.S. Bank	-30.80	5120-83110-402190
02/07/2012	752925	U.S. Bank	107.68	1500-21200-402610
02/07/2012	752925	U.S. Bank	6.49	5610-71130-402320
02/07/2012	752925	U.S. Bank	9.75	0100-51120-402330
02/07/2012	752925	U.S. Bank	4.95	1500-21150-402285
02/07/2012	752925	U.S. Bank	269.90	5710-71430-403823
02/07/2012	752925	U.S. Bank	813.88	0100-12200-403210
02/07/2012	752925	U.S. Bank	55.46	0100-12530-403575
02/07/2012	752925	U.S. Bank	16.48	0100-12530-403575
02/07/2012	752925	U.S. Bank	21.48	2650-67720-402290
02/07/2012	752925	U.S. Bank	497.37	0100-51120-402410
02/07/2012	752925	U.S. Bank	303.95	0100-51120-402925
02/07/2012	752925	U.S. Bank	89.98	0100-51120-402290
02/07/2012	752925	U.S. Bank	15.98	0100-51420-402290
02/07/2012	752925	U.S. Bank	14.49	0100-51420-402310
02/07/2012	752925	U.S. Bank	26.83	0100-51420-402290
02/07/2012	752925	U.S. Bank	10.45	0100-51120-402290
02/07/2012	752925	U.S. Bank	60.93	0100-51120-402290
02/07/2012	752925	U.S. Bank	27.92	0100-51120-402290
02/07/2012	752925	U.S. Bank	5.98	0100-51120-402290
02/07/2012	752925	U.S. Bank	36.98	0100-51120-402410
02/07/2012	752925	U.S. Bank	24.99	0100-51120-402410
02/07/2012	752925	U.S. Bank	319.95	0100-51120-402410
02/07/2012	752925	U.S. Bank	41.94	0100-51120-402290
02/07/2012	752925	U.S. Bank	9.99	6500-15660-402450
02/07/2012	752925	U.S. Bank	35.43	6500-15670-403690
02/07/2012	752925	U.S. Bank	4.98	6500-15660-402450
02/07/2012	752925	U.S. Bank	21.98	6500-15660-402450
02/07/2012	752925	U.S. Bank	21.98	0100-51420-402290
02/07/2012	752925	U.S. Bank	21.94	2600-55120-402290
02/07/2012	752925	U.S. Bank	7.75	5410-31230-402450
02/07/2012	752925	U.S. Bank	28.96	5410-31230-402450
02/07/2012	752925	U.S. Bank	109.95	0100-51120-402330
02/07/2012	752925	U.S. Bank	37.98	0100-51120-402330
02/07/2012	752925	U.S. Bank	18.99	0100-51120-402290
02/07/2012	752925	U.S. Bank	9.99	5610-71170-402450
02/07/2012	752925	U.S. Bank	25.41	0100-51120-402290
02/07/2012	752925	U.S. Bank	71.07	0100-51120-402410
02/07/2012	752925	U.S. Bank	69.91	0100-51120-402290
02/07/2012	752925	U.S. Bank	69.98	0100-51120-402330
02/07/2012	752925	U.S. Bank	6.98	0100-51120-402330
02/07/2012	752925	U.S. Bank	130.00	5610-71130-402320
02/07/2012	752925	U.S. Bank	21.99	5410-31220-402290
02/07/2012	752925	U.S. Bank	7.98	5210-15230-402260
02/07/2012	752925	U.S. Bank	276.00	0100-51120-402330
02/07/2012	752925	U.S. Bank	344.48	0100-51120-402330

02/07/2012	752925	U.S. Bank	108.00	2600-55110-403360
02/07/2012	752925	U.S. Bank	43.80	0100-12530-403575
02/07/2012	752925	U.S. Bank	1,533.26	5610-71120-402240
02/07/2012	752925	U.S. Bank	501.54	5610-71100-408199
02/07/2012	752925	U.S. Bank	100.24	5610-71150-402220
02/07/2012	752925	U.S. Bank	41.85	1500-21120-402220
02/07/2012	752925	U.S. Bank	374.95	2600-55180-402290
02/07/2012	752925	U.S. Bank	28.96	5610-71120-402450
02/07/2012	752925	U.S. Bank	33.48	5610-71100-403390
02/07/2012	752925	U.S. Bank	3.58	5210-15210-402190
02/07/2012	752925	U.S. Bank	3.99	5210-15920-402190
02/07/2012	752925	U.S. Bank	13.98	5210-15210-402190
02/07/2012	752925	U.S. Bank	31.51	6600-31100-402230
02/07/2012	752925	U.S. Bank	63.97	1500-22210-403920
02/07/2012	752925	U.S. Bank	13.19	5210-15920-402190
02/07/2012	752925	U.S. Bank	21.67	2650-67720-402290
02/07/2012	752925	U.S. Bank	540.95	1500-21500-405333
02/07/2012	752925	U.S. Bank	46.03	1500-22260-402450
02/07/2012	752925	U.S. Bank	59.97	5410-31220-402410
02/07/2012	752925	U.S. Bank	60.56	5410-31230-402290
02/07/2012	752925	U.S. Bank	400.74	7180-21600-402120
02/07/2012	752925	U.S. Bank	82.41	0100-51400-402290
02/07/2012	752925	U.S. Bank	53.25	5710-71410-402190
02/07/2012	752925	U.S. Bank	30.03	0100-51120-402190
02/07/2012	752925	U.S. Bank	30.04	0100-51210-402190
02/07/2012	752925	U.S. Bank	30.95	0100-51100-402190
02/07/2012	752925	U.S. Bank	68.97	0100-51120-402290
02/07/2012	752925	U.S. Bank	69.51	5610-71100-402925
02/07/2012	752925	U.S. Bank	9.38	5610-71150-402290
02/07/2012	752925	U.S. Bank	21.98	0100-13130-402110
02/07/2012	752925	U.S. Bank	25.71	0100-51120-402190
02/07/2012	752925	U.S. Bank	25.72	0100-51210-402190
02/07/2012	752925	U.S. Bank	26.50	0100-51100-402190
02/07/2012	752925	U.S. Bank	18.99	2400-43180-403824
02/07/2012	752925	U.S. Bank	24.99	1500-22210-402190
02/07/2012	752925	U.S. Bank	53.06	5120-84000-402190
02/07/2012	752925	U.S. Bank	21.70	5120-84000-402190
02/07/2012	752925	U.S. Bank	231.87	2600-55190-403382
02/07/2012	752925	U.S. Bank	65.00	2600-55110-402190
02/07/2012	752925	U.S. Bank	15.49	2600-55190-403225
02/07/2012	752925	U.S. Bank	9.27	2600-55190-403222
02/07/2012	752925	U.S. Bank	95.48	2600-55190-403225
02/07/2012	752925	U.S. Bank	10.75	2600-55190-403333
02/07/2012	752925	U.S. Bank	25.99	2600-55190-403225
02/07/2012	752925	U.S. Bank	9.18	2600-55190-403227
02/07/2012	752925	U.S. Bank	29.99	2600-55190-403225
02/07/2012	752925	U.S. Bank	10.49	2600-55190-403225
02/07/2012	752925	U.S. Bank	14.99	2600-55190-403243
02/07/2012	752925	U.S. Bank	89.97	2600-55180-402290
02/07/2012	752925	U.S. Bank	-99.98	2600-55190-403226
02/07/2012	752925	U.S. Bank	48.31	5120-84000-403450

02/07/2012	752925	U.S. Bank	200.34	5020-74000-403450
02/07/2012	752925	U.S. Bank	195.00	6050-15160-403690
02/07/2012	752925	U.S. Bank	243.46	5610-71150-402320
02/07/2012	752925	U.S. Bank	100.00	2600-55190-403381
02/07/2012	752925	U.S. Bank	355.88	2600-55190-403382
02/07/2012	752925	U.S. Bank	238.46	2600-55190-403382
02/07/2012	752925	U.S. Bank	140.74	2600-55190-403382
02/07/2012	752925	U.S. Bank	161.44	2600-55190-403227
02/07/2012	752925	U.S. Bank	23.30	0100-15120-403110
02/07/2012	752925	U.S. Bank	110.00	1500-21110-403110
02/07/2012	752925	U.S. Bank	44.00	1500-21150-402285
02/07/2012	752925	U.S. Bank	11.76	0100-51120-402290
02/07/2012	752925	U.S. Bank	10.80	0100-51120-402290
02/07/2012	752925	U.S. Bank	122.40	5610-71120-402450
02/07/2012	752925	U.S. Bank	46.50	2110-31320-402430
02/07/2012	752925	U.S. Bank	6.98	5610-71100-403390
02/07/2012	752925	U.S. Bank	438.88	1500-21720-402260
02/07/2012	752925	U.S. Bank	183.14	6500-15660-402360
02/07/2012	752925	U.S. Bank	-21.48	6500-15660-402360
02/07/2012	752925	U.S. Bank	12.85	2660-67730-407291
02/07/2012	752925	U.S. Bank	64.34	2660-67730-407291
02/07/2012	752925	U.S. Bank	10.94	2660-67730-407291
02/07/2012	752925	U.S. Bank	40.99	5610-71130-402320
02/07/2012	752925	U.S. Bank	228.50	1500-21200-407910
02/07/2012	752925	U.S. Bank	965.00	5610-71190-403660
02/07/2012	752925	U.S. Bank	120.00	6600-31100-403350
02/07/2012	752925	U.S. Bank	75.00	0100-43210-403350
02/07/2012	752925	U.S. Bank	21.14	1500-21400-402280
02/07/2012	752925	U.S. Bank	30.60	5610-71120-402450
02/07/2012	752925	U.S. Bank	50.00	0100-51120-402290
02/07/2012	752925	U.S. Bank	6.00	6500-15670-403690
02/07/2012	752925	U.S. Bank	216.00	2550-21420-402290
02/07/2012	752925	U.S. Bank	708.12	1500-21500-402271
02/07/2012	752925	U.S. Bank	51.36	0100-51420-402290
02/07/2012	752925	U.S. Bank	151.21	0100-51420-402330
02/07/2012	752925	U.S. Bank	9.84	0100-51420-402330
02/07/2012	752925	U.S. Bank	25.68	0100-51420-402290
02/07/2012	752925	U.S. Bank	35.59	0100-51420-402330
02/07/2012	752925	U.S. Bank	420.00	0100-51420-403620
02/07/2012	752925	U.S. Bank	7.64	0100-51420-402290
02/07/2012	752925	U.S. Bank	1,302.43	0100-51420-402330
02/07/2012	752925	U.S. Bank	18.34	2660-67730-407291
02/07/2012	752925	U.S. Bank	16.05	2660-67730-407291
02/07/2012	752925	U.S. Bank	18.34	2660-67730-407291
02/07/2012	752925	U.S. Bank	48.50	2660-67730-407291
02/07/2012	752925	U.S. Bank	17.00	2600-55150-402280
02/07/2012	752925	U.S. Bank	29.99	5210-15230-402260
02/07/2012	752925	U.S. Bank	239.29	2600-55150-402280
02/07/2012	752925	U.S. Bank	173.72	0100-12530-403575
02/07/2012	752925	U.S. Bank	108.50	2400-43180-403824
02/07/2012	752925	U.S. Bank	479.62	5020-74000-402220

02/07/2012	752925	U.S. Bank	1,491.26	6500-15670-403690
02/07/2012	752925	U.S. Bank	33.00	2110-31320-402430
02/07/2012	752925	U.S. Bank	227.83	2110-31320-402420
02/07/2012	752925	U.S. Bank	24.69	0100-51120-402290
02/07/2012	752925	U.S. Bank	28.90	0100-51120-402290
02/07/2012	752925	U.S. Bank	28.81	0100-51120-402290
02/07/2012	752925	U.S. Bank	214.36	5610-71120-402410
02/07/2012	752925	U.S. Bank	69.98	5210-15230-402120
02/07/2012	752925	U.S. Bank	225.81	0100-14110-403325
02/07/2012	752925	U.S. Bank	67.95	2090-44510-402520
02/07/2012	752925	U.S. Bank	70.45	2090-44510-402520
02/07/2012	752925	U.S. Bank	165.00	5610-71150-402290
02/07/2012	752925	U.S. Bank	755.50	5610-71130-402320
02/07/2012	752925	U.S. Bank	57.00	2600-55190-403225
02/07/2012	752925	U.S. Bank	4.98	2600-55190-403255
02/07/2012	752925	U.S. Bank	4.98	2600-55190-403255
02/07/2012	752925	U.S. Bank	4.00	2600-55190-403255
02/07/2012	752925	U.S. Bank	4.00	2600-55190-403255
02/07/2012	752925	U.S. Bank	5.98	2600-55190-403255
02/07/2012	752925	U.S. Bank	4.29	2600-55190-403255
02/07/2012	752925	U.S. Bank	12.97	2600-55190-403225
02/07/2012	752925	U.S. Bank	4.55	2600-55190-403225
02/07/2012	752925	U.S. Bank	2.99	2600-55190-403225
02/07/2012	752925	U.S. Bank	6.84	2600-55190-403255
02/07/2012	752925	U.S. Bank	7.92	2600-55190-403255
02/07/2012	752925	U.S. Bank	15.33	2600-55190-403225
02/07/2012	752925	U.S. Bank	6.78	2600-55190-403225
02/07/2012	752925	U.S. Bank	6.73	2600-55190-403225
02/07/2012	752925	U.S. Bank	29.68	2600-55190-403225
02/07/2012	752925	U.S. Bank	67.04	2600-55190-403225
02/07/2012	752925	U.S. Bank	15.88	2600-55190-403225
02/07/2012	752925	U.S. Bank	38.99	2600-55190-403334
02/07/2012	752925	U.S. Bank	50.16	2600-55190-403225
02/07/2012	752925	U.S. Bank	14.85	2600-55190-403333
02/07/2012	752925	U.S. Bank	31.98	2600-55190-403225
02/07/2012	752925	U.S. Bank	14.98	2600-55190-403226
02/07/2012	752925	U.S. Bank	13.94	2600-55190-403226
02/07/2012	752925	U.S. Bank	15.22	2600-55190-403226
02/07/2012	752925	U.S. Bank	-6.84	2600-55190-403255
02/07/2012	752925	U.S. Bank	47.96	2600-55180-402290
02/07/2012	752925	U.S. Bank	91.15	1500-21400-402280
02/07/2012	752925	U.S. Bank	72.50	1500-21400-402280
02/07/2012	752925	U.S. Bank	14.98	1500-21200-402610
02/07/2012	752925	U.S. Bank	-57.99	6060-19310-402122
02/07/2012	752925	U.S. Bank	34.80	5610-71130-402320
02/07/2012	752925	U.S. Bank	400.00	6500-15670-403690
02/07/2012	752925	U.S. Bank	635.00	6500-15660-402450
02/07/2012	752925	U.S. Bank	114.00	0100-43210-402190
02/07/2012	752925	U.S. Bank	240.76	2600-55150-402280
02/07/2012	752925	U.S. Bank	37.95	5610-71130-403660
02/07/2012	752925	U.S. Bank	81.28	5610-71120-403660

02/07/2012	752925	U.S. Bank	172.36	5610-71190-402450
02/07/2012	752925	U.S. Bank	30.35	5610-71120-402450
02/07/2012	752925	U.S. Bank	139.20	5610-71120-402450
02/07/2012	752925	U.S. Bank	132.23	5610-71120-402450
02/07/2012	752925	U.S. Bank	72.60	5610-71120-402410
02/07/2012	752925	U.S. Bank	166.23	5610-71120-402450
02/07/2012	752925	U.S. Bank	126.76	5610-71150-402290
02/07/2012	752925	U.S. Bank	119.60	5610-71150-402290
02/07/2012	752925	U.S. Bank	23.64	5610-71150-402220
02/07/2012	752925	U.S. Bank	46.76	2600-55120-402290
02/07/2012	752925	U.S. Bank	161.20	1500-22230-402290
02/07/2012	752925	U.S. Bank	7.12	5610-71120-402450
02/07/2012	752925	U.S. Bank	28.48	5610-71120-402450
02/07/2012	752925	U.S. Bank	116.92	0100-51220-402250
02/07/2012	752925	U.S. Bank	399.38	5610-71190-402450
02/07/2012	752925	U.S. Bank	8.40	5610-71130-402450
02/07/2012	752925	U.S. Bank	120.83	2600-55190-403243
02/07/2012	752925	U.S. Bank	227.31	2600-55190-403241
02/07/2012	752925	U.S. Bank	324.00	5710-71430-402450
02/07/2012	752925	U.S. Bank	320.00	0100-12120-403390
02/07/2012	752925	U.S. Bank	115.00	5410-31220-402290
02/07/2012	752925	U.S. Bank	198.49	5020-74000-402120
02/07/2012	752925	U.S. Bank	17.39	5020-75000-402120
02/07/2012	752925	U.S. Bank	11.59	5120-85000-402120
02/07/2012	752925	U.S. Bank	97.73	5120-84000-402190
02/07/2012	752925	U.S. Bank	35.65	5120-84000-402190
02/07/2012	752925	U.S. Bank	389.71	6200-19110-405370
02/07/2012	752925	U.S. Bank	41.25	6200-19130-402925
02/07/2012	752925	U.S. Bank	21.06	6200-19110-405370
02/07/2012	752925	U.S. Bank	222.00	6600-31100-403350
02/07/2012	752925	U.S. Bank	70.00	1500-21200-402631
02/07/2012	752925	U.S. Bank	118.74	5610-71150-402320
02/07/2012	752925	U.S. Bank	6.51	6200-19110-403120
02/07/2012	752925	U.S. Bank	8.94	6200-19110-403120
02/07/2012	752925	U.S. Bank	19.50	2110-31320-402290
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02/07/2012	752925	U.S. Bank	25.50	5210-15210-402190
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02/07/2012	752925	U.S. Bank	39.98	1500-21500-402190
02/07/2012	752925	U.S. Bank	600.00	1500-21200-402610
02/07/2012	752925	U.S. Bank	130.00	0100-51120-402290
02/07/2012	752925	U.S. Bank	700.00	5610-71150-403660
02/07/2012	752925	U.S. Bank	614.00	1500-22310-402640
02/07/2012	752925	U.S. Bank	7.88	1500-22240-402280
02/07/2012	752925	U.S. Bank	249.00	5710-71410-403822
02/07/2012	752925	U.S. Bank	191.26	1500-21200-402610
02/07/2012	752925	U.S. Bank	17.94	2110-31320-402290
02/07/2012	752925	U.S. Bank	27.60	2110-31320-402290
02/07/2012	752925	U.S. Bank	69.98	8720-51980-403650

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02/07/2012	752925	U.S. Bank	12.96	5610-71130-402240
02/07/2012	752925	U.S. Bank	28.95	5410-31220-402410
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02/07/2012	752925	U.S. Bank	226.74	5410-31230-402450
02/07/2012	752925	U.S. Bank	69.72	5410-31230-402290
02/07/2012	752925	U.S. Bank	93.22	5410-31230-402450
02/07/2012	752925	U.S. Bank	148.98	5410-31230-402450
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02/07/2012	752925	U.S. Bank	3.19	5710-71440-402450
02/07/2012	752925	U.S. Bank	35.32	5020-73110-402190
02/07/2012	752925	U.S. Bank	23.55	5120-83110-402190
02/07/2012	752925	U.S. Bank	11.70	5610-71130-402260
02/07/2012	752925	U.S. Bank	77.31	5610-71130-402260
02/07/2012	752925	U.S. Bank	83.59	0100-16110-403560
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02/07/2012	752925	U.S. Bank	57.47	5020-74000-402220
02/07/2012	752925	U.S. Bank	20.00	0100-51420-402290
02/07/2012	752925	U.S. Bank	17.00	5610-71150-402220
02/07/2012	752925	U.S. Bank	15.00	0100-51210-403665
02/07/2012	752925	U.S. Bank	103.94	0100-51120-402260
02/07/2012	752925	U.S. Bank	686.33	2600-55120-403660
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02/07/2012	752925	U.S. Bank	268.52	5210-15930-403660
02/07/2012	752925	U.S. Bank	386.19	5210-15920-403660
02/07/2012	752925	U.S. Bank	264.63	5210-15940-403660
02/07/2012	752925	U.S. Bank	129.73	5210-15910-403660
02/07/2012	752925	U.S. Bank	402.78	5210-15920-403660
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02/07/2012	752925	U.S. Bank	768.78	5410-31220-403620
02/07/2012	752925	U.S. Bank	75.47	5410-31220-402320
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02/07/2012	752925	U.S. Bank	104.12	0100-51420-402410
02/07/2012	752925	U.S. Bank	50.63	5610-71150-402290

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02/07/2012	752925	U.S. Bank	64.58	5410-31230-403822
02/07/2012	752925	U.S. Bank	74.98	1500-21120-402261
02/07/2012	752925	U.S. Bank	964.50	2600-55140-402280
02/07/2012	752925	U.S. Bank	1,481.45	2600-55150-402280
02/07/2012	752925	U.S. Bank	183.46	2110-31320-402630
02/07/2012	752925	U.S. Bank	356.37	2600-55130-402190
02/07/2012	752925	U.S. Bank	97.00	6500-15650-403450
02/07/2012	752925	U.S. Bank	1.95	0100-15120-403390
02/07/2012	752925	U.S. Bank	19.23	5210-15210-402190
02/07/2012	752925	U.S. Bank	16.70	1500-21710-402240
02/07/2012	752925	U.S. Bank	136.08	5710-71430-402260
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02/07/2012	752925	U.S. Bank	220.99	5710-71440-402260
02/07/2012	752925	U.S. Bank	25.94	5710-71480-402450
02/07/2012	752925	U.S. Bank	123.00	6500-15660-402450
02/07/2012	752925	U.S. Bank	146.50	6500-15670-403690
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02/07/2012	752925	U.S. Bank	759.98	1500-21200-402610
02/07/2012	752925	U.S. Bank	2,238.71	1500-21200-402610
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02/07/2012	752925	U.S. Bank	338.00	1500-21110-403824
02/07/2012	752925	U.S. Bank	206.00	5610-71130-402320
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02/07/2012	752925	U.S. Bank	311.38	6300-17530-403360
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02/07/2012	752925	U.S. Bank	85.00	5610-71100-403390
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02/07/2012	752925	U.S. Bank	265.00	2400-43010-403720
02/07/2012	752925	U.S. Bank	178.00	1500-21200-402610

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02/07/2012	752925	U.S. Bank	560.00	5710-71420-403823
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02/07/2012	752925	U.S. Bank	54.87	5610-71150-402290
02/07/2012	752925	U.S. Bank	232.64	0100-43210-403585
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02/07/2012	752925	U.S. Bank	49.90	0100-13130-402110
02/07/2012	752925	U.S. Bank	16.24	6500-15660-402450
02/07/2012	752925	U.S. Bank	312.38	0100-51120-403650
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02/07/2012	752925	U.S. Bank	99.50	5610-71150-402290
02/07/2012	752925	U.S. Bank	40.59	2650-67720-402290
02/07/2012	752925	U.S. Bank	19.14	2650-67720-402290
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02/07/2012	752925	U.S. Bank	12.95	5120-84000-402190
02/07/2012	752925	U.S. Bank	1,082.00	6500-15670-402240
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02/07/2012	752925	U.S. Bank	56.85	5610-71130-403590
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02/07/2012	752925	U.S. Bank	17.79	2110-31320-402430
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02/07/2012	752925	U.S. Bank	778.84	5610-71130-403650
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02/07/2012	752925	U.S. Bank	367.00	5710-71430-402450
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02/07/2012	752925	U.S. Bank	324.96	0100-51120-402290
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02/07/2012	752925	U.S. Bank	97.29	1500-21400-403822
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02/07/2012	752925	U.S. Bank	166.99	0100-13130-402110
02/07/2012	752925	U.S. Bank	53.74	5210-15910-402120
02/07/2012	752925	U.S. Bank	7.40	5210-15910-402120
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02/07/2012	752925	U.S. Bank	7.39	5210-15940-402120
02/07/2012	752925	U.S. Bank	29.78	2400-43180-403350
02/07/2012	752925	U.S. Bank	29.78	2400-43180-403350
02/07/2012	752925	U.S. Bank	111.68	6700-31410-402190
02/07/2012	752925	U.S. Bank	32.56	6700-31410-402190
02/07/2012	752925	U.S. Bank	131.60	6050-15160-402160
02/07/2012	752925	U.S. Bank	1,920.00	5610-71130-403653
02/07/2012	752925	U.S. Bank	45.00	5610-71130-403650
02/07/2012	752925	U.S. Bank	45.00	5610-71130-403653
02/07/2012	752925	U.S. Bank	19.56	5610-71150-402290
02/07/2012	752925	U.S. Bank	13.00	5610-71100-403210
02/07/2012	752925	U.S. Bank	149.16	5610-71100-403210
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02/07/2012	752925	U.S. Bank	178.23	8720-51980-403410
02/07/2012	752925	U.S. Bank	116.49	8720-51980-403410
02/07/2012	752925	U.S. Bank	33.04	2110-31320-403410
02/07/2012	752925	U.S. Bank	44.88	0100-51120-402330
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02/07/2012	752925	U.S. Bank	12.00	6200-19110-402190
02/07/2012	752925	U.S. Bank	25.84	5120-83140-402450
02/07/2012	752925	U.S. Bank	117.00	0100-51120-402390
02/07/2012	752925	U.S. Bank	257.85	6500-15660-402450
02/07/2012	752925	U.S. Bank	574.65	6500-15660-403660
02/07/2012	752925	U.S. Bank	72.00	6500-15670-403690
02/07/2012	752925	U.S. Bank	354.00	5210-15930-402450
02/07/2012	752925	U.S. Bank	72.00	5210-15940-402450
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02/07/2012	752925	U.S. Bank	1,709.00	4060-71190-409290
02/07/2012	752925	U.S. Bank	279.70	6500-15670-403690
02/07/2012	752925	U.S. Bank	160.00	6500-15660-402450
02/07/2012	752925	U.S. Bank	95.00	5610-71100-403390
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02/07/2012	752925	U.S. Bank	310.50	1500-21110-401170
02/07/2012	752925	U.S. Bank	50.00	1500-21500-402190
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02/07/2012	752925	U.S. Bank	11.00	1500-21120-402260
02/07/2012	752925	U.S. Bank	1,250.20	5410-31220-402260
02/07/2012	752925	U.S. Bank	505.15	5410-31230-402260
02/07/2012	752925	U.S. Bank	93.96	2600-55120-402260
02/07/2012	752925	U.S. Bank	1,134.00	2110-31320-402260
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02/07/2012	752925	U.S. Bank	1,040.50	1500-21500-402120
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02/07/2012	752925	U.S. Bank	778.97	2600-55180-402925
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02/07/2012	752925	U.S. Bank	2,000.00	0100-51120-402290
02/07/2012	752925	U.S. Bank	514.40	0100-51120-402290
02/07/2012	752925	U.S. Bank	87.96	0100-51120-402290
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PCard Transaction Description: WHOLESale TRADE
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PCard Transaction Description: OTHER
PCard Transaction Description: OTHER
PCard Transaction Description: OTHER
PCard Transaction Description: OTHER
PCard Transaction Description: OTHER
PCard Transaction Description: OTHER
PCard Transaction Description: OTHER
PCard Transaction Description: OTHER
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PCard Transaction Description: WHOLESale TRADE
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PCard Transaction Description: OTHER TRAVEL
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PCard Transaction Description: BUILDING SERVIC
PCard Transaction Description: MRO SUPPLIES
PCard Transaction Description: MRO SUPPLIES
PCard Transaction Description: AIRLINE
PCard Transaction Description: OFFICE SERVICES
PCard Transaction Description: BUSINESS EXPENS
PCard Transaction Description: WHOLESale TRADE
PCard Transaction Description: MAIL/TELEPHONE
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Regular City Council Meeting

Meeting Date: 02/27/2012

TITLE: Zone Change #854 - Text Amendment – Historic Preservation - Public Hearing & 1st reading

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

This is a zone change that will revise and update the existing regulations in Section 27-500 of the Billings, Montana City Code (BMCC). The City Zoning Commission initiated the amendment in January 2009, at a request by the Yellowstone Historic Preservation Board (YHPB). The proposed regulations will amend the language of the existing code to update terms, allow local designation of historic properties or districts, require a Certificate of Appropriateness for exterior remodeling of properties on the local or National Register, and allow penalties for unauthorized demolition of properties within recognized historic districts. The proposed regulations have been drafted and reviewed by the YHPB and the City Attorney. The Zoning Commission conducted a public hearing on February 7, 2012, and is forwarding a recommendation of approval on 3-0 vote.

ALTERNATIVES ANALYZED

The City Council may:

1. Approve the zoning text amendment
2. Deny the zoning text amendment
3. Allow withdrawal of the application
4. Delay action for up to thirty (30) days

FINANCIAL IMPACT

There should be no fiscal impact to the City from adoption of this amendment to the city zoning regulations.

BACKGROUND

The existing Historic Preservation Code (27-500) sets definitions related to historic preservation, outlines the requirements and duties of the YHPB and Historic Preservation Officer, provides the standards for surveys and research, includes the National Register guidelines, addresses the designation of historic districts, outlines the advisory role of the Historic Preservation Board in review of building and demolition permits within designated historic districts and provides appeals to the City Council. Over the past few years, the YHPB has been reviewing the current Ordinance and working to update the definitions, guidelines for review of building permits, penalties for demolition, and to add the newly formed Old Town Historic District to the local register.

The YHPB and staff have worked to develop specific amendments to the existing code that will clarify definitions and assist property owners with historic properties in the locally designated historic districts with procedures in rehabilitating structures. Procedures for addressing

demolition of structures within locally designated historic districts were also included.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on February 7, 2012, and received a presentation from Planning staff. Two members of the audience spoke in favor of the proposed text amendment. Maisie Sulser, an architect with a local architectural firm and a former member of the YHPB, spoke in favor of the Ordinance as something that the YHPB has been working on for several years. She said the update to the Ordinance assures local review of properties within the local districts and protects the historical integrity of the buildings.

Randy Hafer, owner of High Plains Architects, also spoke in favor of the Ordinance update. He spoke on the importance of having the Ordinance for the protection of properties in the local district with the ability to slow down the demolition process by allowing local review and identifying potential re-use of historic properties. The property owners in the local districts are aware of the importance of the Ordinance in the protection of their investment in the rehabilitation of historic properties. No other persons spoke in favor or in opposition to the text amendment.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

The 2008 Growth Policy encourages the promotion of the community's historic and cultural heritage and to capitalize on Billings' cultural assets to attract and recruit businesses. In addition, the Growth Policy states as an objective to preserve historic and cultural landmarks such as the downtown.

The amendment to the Historic Preservation Code will provide property owners procedures for the rehabilitation of properties within the locally designated historic districts and assures local review prior to demolition of any structure in the local historic districts to help maintain historic integrity of the districts.

RECOMMENDATION

The Zoning Commission conducted a public hearing on February 7, 2012 and is forwarding a recommendation of approval on a 3-0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Text Amendment Ordinance

Attachment A – Zone Change #854
ORDINANCE NO. 12-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY REVISING **Division 1, Section 27-502 through 27-503; Section 27-505 through 27-507** AND REVISING **Division 2, Section 27-511 through 27-512; Section 27-514; Section 27-516, 27-518** and adding a new **Section 27-519** ADOPT THE REVISION AS AN AMENDMENT TO THE ZONING REGULATIONS AND SET A TIME PERIOD FOR THE REGULATION TO BE EFFECTIVE.

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

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

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

Section 3. AMENDMENT. That the Billings, Montana City Code be amended by revising Section 27-500 as follows:

Sec. 27-500. Historic Preservation.

Division 1. Generally

Sec. 27-502. Definitions.

Alteration: Any act or process that changes ~~one (1) or more~~ of the exterior architectural appearance features of a structure, including, but not limited to, the erection, construction, reconstruction or removal of any structure. Alterations and changes may include, but are not limited to, covering original materials and features, replacing a window, re-pointing brickwork, sandblasting, and the removal of paint by chemical or other means.

Appeal: An applicant may appeal a recommendation of the Yellowstone Historic Preservation Board (YHPB) to the Billings City Council.

Applicant: The owner of record of an Historic Site and/or Local Register property; the lessee thereof with the approval of the owner of record in notarized form; or a person holding a "bona fide" contract to purchase an Historic Site and/or Local Register property.

Certificate of Appropriateness: A signed and dated document that shall be submitted to the Yellowstone Historic Preservation Board for recommendation of the appropriateness of any new construction, demolition, exterior alteration or change of location of an historic site or structure located within a Historic District or designated on the Local Register. This certification is required prior to the issuance of a building permit, demolition permit or sign permit.

Local Register: Means a list of properties designated by the City of Billings, based on Local Register criteria and procedures and properties listed to the National Register of Historic Places.

Sec. 27-503. (f)

(15) Review and forward a recommendation to the City Administrator or his/her designee on a Certificate of Appropriateness as requested by applicants. The application may be recommended for approval as presented, approval with modifications, denied or delayed as set out in this Article.

Sec. 27-505. Local Review and Designation. Surveys and Research.

~~Historic designation on the local registry is the process by which a building, structure, site, or district is recognized as having historic, architectural or archaeological significance. It is the primary means for identifying and protecting Billings's historic resources. The preservation board shall assist in developing an ongoing survey and research effort in the City of Billings to identify neighborhoods, areas, sites, structures, and objects that have historic, community, architectural, or aesthetic importance, interest or value. As part of the survey, the preservation board shall review and evaluate any prior surveys and studies by any unit of government or private organization and compile appropriate descriptions, facts, and photographs. Before the preservation board shall on its own initiative nominate any landmark for historic designation, it shall first develop a plan and schedule for completion of a survey of the City of Billings to identify potential landmarks. The preservation board shall then systematically identify potential landmarks and adopt procedures to nominate in groups based upon the following criteria.~~

To qualify as a historic site or historic district, the individual properties, structures, sites, or buildings, or groups of properties, structures, sites or buildings must have significant character, interest, or value as part of the historical, cultural, aesthetic, and architectural heritage of the city, county, state or nation. To qualify as a historic site or district, the property or properties must

fulfill one (1) or more of the criteria set forth in subsection (1) below and meet the criteria set forth in subsections (2)a. and (2)d. below.

(1) A building, structure, site, or district will be deemed to have historical or cultural significance if it meets one (1) or more of the following criteria:

- a. Is associated in a significant way with the life or activities of a major person important in city, county, state, or national history (for example, the homestead of a local founding family);
- b. Is the site of a historic event with significant effect upon the city, county, state, or nation;
- c. Is associated in a significant way with a major historic event, whether cultural, economic, social, military, or political;
- d. Exemplifies the historical, political, cultural, economic, or social trends of the community in history; or
- e. Is associated in a significant way with a past or a continuing institution which has contributed substantially to the life of the city and/or county.

(2) A building, structure, site, or district is deemed to have architectural or aesthetic significance if it fulfills one (1) or more of the following criteria; except that to qualify as a historic interior, the interior must meet the criteria contained within subsections (2)b. and (2)d.:

- a. Portrays the environment in an era of history characterized by one (1) or more distinctive architectural styles;
- b. Embodies those distinguishing characteristics of an architectural style, period, or method of construction;
- c. Is a historic or outstanding work of a prominent architect, designer, landscape architect, or builder; or
- d. Contains elements of design, detail, material, or craftsmanship of outstanding quality or which represented, in its time, a significant innovation or adaption to the environment.

(3) A building, structure, site, or district will be deemed to have historic significance if, in addition to ~~or in the place of~~ the previously mentioned criteria in (1) and (2), the building, structure, site, or zone meets historic development standards as defined by and listed in the regulations of and criteria for the National Register of Historic Places as prepared by the United States Department of the Interior under the Historic Preservation Act of 1966, as amended. Said regulations, as amended from time to time, are made part of this chapter as if fully set forth herein.

(4) Classification of Structures and Buildings. All historic buildings, structures, archaeological sites, districts, neighborhoods, and the like, will be classified and designated on the local register ~~city historic preservation survey~~, which will be approved by the city council and be made an overlay to the city and county, zoning maps and land use plans. Such buildings, structures, districts, neighborhoods, and the like will be divided into two (2) classes:

- a. Contributing. Those buildings, structures, archaeological sites, or districts classified as historic shall possess identified historical and architectural merit of a degree warranting their preservation. All buildings, structures, archaeological sites, and the like, listed in the city historic survey, as adopted and approved by the city council and county commission, will be considered worthy of preservation and may be designated as a historic site or a historic district.
- b. Noncontributing. Those buildings and structures within a historic district not listed in the city historic preservation survey, and those buildings and structures determined by the preservation board to be of no contributing value.

(5) All commercial buildings and/or districts listed in the National Register of Historic Places within the City of Billings automatically becomes part of the Local Register.

(6) Residential buildings and/or districts listed in the National Register of Historic Places within the City of Billings may petition to become part of the Local Register. Individuals may apply on their own behalf. Residential Historic Districts may petition to become part of the local register with a minimum of 2/3 approval by the owner(s) of the properties within the district.

Sec. 27-506. National Register of Historic Places; Nomination Review.

(e) Any person or organization supporting or opposing the nomination of a property to the national register shall be afforded the opportunity to make their views known in writing or in person at meetings of the board. ~~Such comments shall be notarized where they contain factual assertions.~~ All such correspondence regarding a nomination proposal shall become part of the permanent record concerning that proposal and shall be forwarded ~~with approved proposals~~ to the state historic preservation officer. In the case of disapproved nomination proposals, letters of support or comment shall be made a part of the permanent record concerning that proposal, and a list of such letters shall accompany the official copy of the disapproved nomination proposal when it is forwarded to the state historic preservation officer.

Sec. 27-507. Designation of Historic Districts.

- (a) The following area within the city is designated as the Billings †Townsite †Historic †District:

Beginning at the northwest corner of the right-of-way intersection of North 26th Street and 1st Avenue North, located in the original Town of Billings, said point being the point of beginning; thence, southeasterly along the westerly right-of-way line of North 26th Street to the southerly right-of-way line of Montana Avenue, thence northeasterly

along said southerly right-of-way line of Montana Avenue 280± feet, thence southeasterly along a bearing perpendicular to the bearing of the southerly right-of-way line of Montana Avenue to the centerline of the Burlington Northern Railroad right-of-way thence northeasterly along said railroad right-of-way line to a point which is the extension of the easterly right-of-way line of North 22nd Street, thence northwesterly along said extension of the easterly right-of-way line of North 22nd Street and along the easterly right-of-way line of North 22nd Street to the northeast corner of the right-of-way intersection of North 22nd Street and 1st Avenue North, thence southwestward along the northerly right-of-way line of 1st Avenue North to the point of beginning. Included within this area, but not limited to it, are Blocks 111, 112, 113 and 114 of the original Town of Billings.

Beginning at the northwest corner of the right-of-way intersection of North 26th Street and Montana Avenue, located in the Original Town of Billings, said point of beginning; thence southwestward to the easterly right-of-way line of North 27th Street and Montana Avenue; thence southeasterly along the eastern right-of-way of North 27th Street to the center line of the Burlington Northern right-of-way, thence northeasterly to the eastern boundary of the existing Billings Townsite Historic District, then following the eastern border of the existing district to the point of beginning.

(b) The following area within the city is designated as the Billings Old Town Historic District:

Beginning at the east side of North 30th Street mid-block alley entrance, located in the Original Town of Billings, said point of beginning; thence easterly along alley to the northeast corner of the building at 2815 Montana Avenue; thence south to the centerline of Montana Avenue; thence turns easterly and continues along the centerline until reaching the intersection of 27th Street and Montana Avenue; thence south to the southern edge of the Burlington Northern right-of-way; thence easterly along said right-of-way to the east side of the building at 2601 Minnesota Avenue; thence south to the centerline of Minnesota Avenue; thence westerly to the intersection of Minnesota Avenue and South 26th Street; thence south to the mid-block alley entrance; thence westerly to the centerline of South 27th Street; thence south to the intersection of South 27th Street and 1st Avenue South; thence westerly along the centerline of 1st Avenue South to the west boundary of the building at 24 South 30th Street; thence north to the northwest boundary of the building at 24 South 30th Street; thence easterly to the centerline of South 30th Street; thence north of the intersection of South 30th Street and Minnesota Avenue centerline; thence easterly along said centerline to the intersection of Minnesota

Avenue and South 29th Street; thence north along South 29th Street centerline to the intersection of North 29th Street and Montana Avenue; thence westerly to the intersection of Montana Avenue and North 30th Street; thence north along North 30th street centerline to the point of beginning.

(bc) Existing or Additional historic districts may be expanded or created by amendment of this section as provided for under ~~Section 27-4002~~ Section 27-1502 of this article. Provision shall be made for public participation in the expansion of existing historic districts or the development of any new historic district.¹

Division 2. Certificate of Appropriateness for Demolition and Building Permits.

Sec. 27-511. Approval of Building, Exterior Remodeling and Demolition Permits.

No permit for building, alteration or demolition (excluding permits for interior work) ~~exterior remodeling or demolition~~ of any building or structure currently listed or part of a district listed on the National Register of Historic Places or City of Billings Local Registry situated wholly or partially within the historic district shall be granted by the city administrator or his/her designee until the historic preservation board has advised the city administrator or his/her designee concerning the application for a Certificate of Appropriateness ~~therefore~~ pursuant to the procedures and criteria set forth in this article. The board may advise the city administrator to approve the application as presented, approve with modifications, deny or delay based upon advice given by the board and the criteria set forth in Sections 27-514 and 27-515 of this article. ~~or disapprove the application or to approve the application with modifications.~~ ~~The city administrator's decision to approve or disapprove the application or to approve the application with modifications shall be based upon advice given by the board and the criteria set forth in this article.~~

The owner or the owner's agent is responsible for applying for a Certificate of Appropriateness prior to, or concurrently with, any application for building, demolition, or alteration.

Sec. 27-512. Procedures For Historic Preservation Board Review and Advice on a Certificate of Appropriateness ~~and City Administrator Approval.~~

Procedures shall conform to the following:

(2) Within thirty (30) days after receipt by the board of any such application, or thirty (30) days after receipt by the board of any additional information or drawings requested from the applicant, the board shall advise the city administrator whether it recommends approval as presented ~~approves,~~ approval ~~approves~~ with modification, denial or delay of the permit ~~or disapproves the permit.~~ If the board does not advise the city administrator within such thirty-day period it will be deemed

conclusive evidence that the board has advised that the application be approved without modification. The foregoing thirty-day period may be extended by the board for an additional thirty-day period upon consent of the applicant.

(4) Notice of the application and hearing shall be given by:

- a. Publication of the same in a newspaper of general circulation in the city at least seven (7) days prior to the date set for the hearing;
- b. Posting the same on the property affected by the application ~~and in three (3) other conspicuous places in the historic district~~ at least fifteen (15) days prior to the date set for the hearing; and
- c. Mailing the same to the applicant at the address stated on the application at least fifteen (15) days prior to the date set for the hearing.

(5) The historic preservation board may continue the hearing to a subsequent time. Any person may appear at the hearing and present such evidence or testimony at the board deems relevant to its decision. Following the hearing, the board shall advise the city administrator to approve as presented ~~either approve, approve with modifications, deny or delay or disapprove~~ the application.

(6) The historic preservation board's advice with regard to each application and the reasons therefore, shall be in writing, shall be preserved and shall be available for public inspection in the office of the Historic Preservation Officer.

(7) The city administrator or his/her designee will notify, by certified mail, return receipt requested to the applicant and/or his/her agent of the final decision. ~~The final decision by the city administrator shall be reduced to writing and shall be mailed by certified mail, return receipt requested, or personally served on applicant.~~

Sec. 27-514. Design Review Protection, Historic Preservation Guidelines, and Certificate of Appropriateness. ~~Standards For Review; Demolition and Building Permits.~~

In considering an application for a Certificate of Appropriateness for a building or demolition permit, the preservation board shall be guided by the Secretary of Interior Standard's for the Treatment of Historic Properties with guidelines for preserving, rehabilitation, restoring and reconstructing historic buildings and the following general standards.

- (1) Every reasonable effort shall be made to provide a compatible use for a property that requires minimal alteration of the building, structure or site and its environment. ~~or to use a property for its originally intended purpose.~~

Sec. 27-516. Criteria for Demolition Permits.

- (a) No application for a permit to demolish a structure which is subject to this article shall be approved unless:
- (3) The Yellowstone Historic Preservation Board city administrator with recommendations from the City of Billings Building Official has determined that the structure poses an immediate threat to public safety.
- (b) No disapproval of a permit to demolish shall be in effect for more than one (1) year after the board's recommendation. ~~city administrator's decision~~ During such one (1) year period, the historic preservation board may take or encourage the taking of whatever steps seem likely to lead to the structure's preservation. The board may work with the property owner to seek alternative economic uses for the property, may consult with private civic groups, interested private citizens and other public boards or agencies. ~~and may investigate the potential use of the power of eminent domain when preservation of a structure is in the public interest. The board may make such recommendation thereabout to the city administrator or the council as it deems appropriate.~~

~~Sec. 27-518. Criteria for Building and Exterior Remodeling Permits.~~

~~No application for a permit for building (excluding interior of noncontributing structures) or exterior remodeling within the historic district which is subject to this article shall be approved if it is found that the project will have an adverse effect on the historic or architectural significance or integrity of the structure to be remodeled or the historic district as a whole, or if it is found that the project will detract from the overall effect of the historic district and thereby adversely affect the value of other property within the historic district. In making their findings, the historic preservation board and the city administrator shall consider, among other matters, the design, size and scale of the project; the character of materials to be used; the project's relationship to neighboring structures and the historic district as a whole; and applicable fire and safety laws and regulations.~~

~~Sec. 27.518 519. Public Improvements.~~

Any public improvements installed within the historic district shall be compatible with the criteria for approval of permits for building or exterior remodeling set forth in this article to the extent that such installation does not conflict with the requirements of the Manual on Uniform Traffic-Control Devices.

Sec. 27-519. Penalty.

Violations of this article are designated as municipal infractions and punishable by civil penalties as specified in Section 18-1304.

Section 4. REPEALER.

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

Section 5. EFFECTIVE DATE.

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

PASSED by the City Council on first reading February 27, 2012.

PASSED, ADOPTED AND APPROVED on second reading March 12, 2012.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

ZC #854 – Text Amendment Section 27-500 Historic Preservation

Regular City Council Meeting

Meeting Date: 02/27/2012

TITLE: Zone Change #882 - Public Hearing and 1st reading

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

This is a zone change request from Neighborhood Commercial to Planned Development – Neighborhood Commercial with an allowance for the on-premise sale of beer and wine without gaming and the provision of catering services. The application is for a 1.3 acre parcel of land described as Lot 2, Rose Park Subdivision, located generally at 1504 through 1528 24th Street West. The property is owned by the Larson and Carpenter Partnership and is represented by Pam Shires, 6 Degrees Gourmet. The agent conducted a pre-application neighborhood meeting on December 14, 2011 and a preliminary review meeting was held by city staff on January 9, 2012. The Zoning Commission conducted a public hearing on February 7, 2012, and is forwarding a recommendation of approval on a 3-0 vote.

ALTERNATIVES ANALYZED

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

1. Approve the zone change request
2. Deny the zone change request
3. Allow withdrawal of the application
4. Delay action for up to thirty (30) days

FINANCIAL IMPACT

If approved, the city will receive additional fee revenue from the restaurant beer and wine license. Property value may be stabilized by retaining the existing restaurant in the multi-tenant building.

BACKGROUND

The applicant is requesting to change the zoning on this property in order to obtain a liquor license to serve beer and wine at the 6 Degrees Gourmet restaurant at 1520 24th Street West, one of the tenant suites within the multi-tenant building. The current zoning district of Neighborhood Commercial (NC) does not allow on-premise consumption of beer or wine. Beer and wine is allowed to be sold for off-premise consumption only. The applicant started the process of obtaining a license from the Montana Department of Revenue last summer. The Department of Revenue submitted a copy of the beer and wine license application for Planning Division review in July 2011. It was discovered at that time the underlying zoning of NC would not allow on-premise beer and wine. The applicant would like to move forward and obtain the license, and the Planning Division staff has directed the owner and applicant to submit the Planned Development zone change to make this specific change for Lot 2, of Rose Park Subdivision. No expansion of the floor area is contemplated. Review by the City Building Division and Fire Department indicates no building improvements are required for the proposed

beer and wine license. No site improvements are necessary to provide additional parking at this time.

The owner wants to remove the restrictions related to on-premise consumption of beer and wine in restaurants. The NC zoning district does not allow this use, however the Community Commercial (CC) zoning district does allow on-premise beer and wine in restaurants without a special review approval as long as the 600-foot separation distance to churches, schools and parks with playgrounds is met. This location meets the required 600-foot separation to these other uses. Neighborhood Commercial does allow grocery stores and convenience stores to sell liquor for off-premise consumption.

North of Grand Avenue, 24th Street West is a local street and traffic counts are variable but the street provides the only vehicle access for businesses north of Grand Avenue. The 3-year average for daily traffic is about 7,000 vehicles per day. Grand at 24th Street West carries about 17,000 vehicles per day and 24th Street West south of Grand carries about 21,000 vehicles per day. North of Grand Avenue, 24th Street West is capable of handling the existing traffic. The proposed zone change is not expected to generate any additional traffic.

Neighborhood Commercial uses range from offices, to retail, to services such as banks, medical clinics and similar businesses. It also includes uses such as gas stations, convenience food stores and other uses designed to provide services to larger residential neighborhoods. These uses are generally compatible with restaurants that serve beer and wine. No gaming would be allowed with the proposed beer and wine license.

The applicant conducted a pre-application neighborhood meeting on December 14, 2011 and 4 surrounding owners or interested persons attended the meeting. A preliminary meeting for city staff, surrounding owners, and the applicant was held on January 9, 2012. No surrounding owners attended this meeting.

The Planning Division reviewed this application and recommended approval of the proposed change to Planned Development with underlying zoning of NC with an allowance for an on-premise beer and wine license with catering services. The Zoning Commission concurred with this recommendation. The recommendation is based on the twelve (12) criteria for zone changes. The subject property is close to CC zoning and several restaurants on Grand Avenue have liquor licenses with and without gaming. The intent is to provide the small restaurant in this multi-tenant building with the ability to obtain a restaurant beer and wine license. No gaming would be allowed. There are no schools, churches, or public parks with a playground or playing field within 600 feet of this location. If the zoning is approved, the applicant's request to locate a beer and wine license in the 60 Gourmet restaurant would be approved through the Department of Revenue. The 2008 Growth Policy encourages predictable land use decisions that are consistent with neighborhood character and land use patterns. The existing use and proposed zoning are consistent with this neighborhood and land use pattern.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on February 7, 2012, and received testimony from the applicant's agent, Jim Shires. No other testimony was received. Mr. Shires stated the entire neighborhood was notified of the proposed change and there were no objections and in fact several neighbors supported the proposal. Mr. Shires stated they started the licensing with the Department of Revenue before they knew about the zoning restrictions and have a contract to purchase a restaurant beer and wine license from a closed location in Billings Heights. He stated the contract is now 9 months old. He stated the current operating hours are from 7 am to 4 pm. Mr. Shires believes the hours might be extended until 7 pm or 8 pm if the zone change is approved and the beer and wine license is approved.

The Zoning Commission considered the staff recommendation and the testimony and voted 3-0 to forward a recommendation of approval to the City Council.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Prior to any action to approve or disapprove, the City Council will consider the recommendation of the Zoning Commission and shall consider the following:

1. Is the new zoning designed in accordance with the Growth Policy?

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

- Predictable land use decisions that are consistent with neighborhood character and land use patterns. (Land Use Element Goal, page 6)

The proposed zoning would permit the existing restaurant to obtain a beer and wine license. The surrounding commercial uses in the tenant spaces are compatible with a restaurant that has beer and wine service. Business located south east and north of the parcel are zoned CC, NC, and RP and many businesses on Grand Avenue have on-premise alcohol service for restaurant patrons. The neighborhood to the south and southeast should not be affected by the change.

- Coordinated economic development efforts that target business recruitment, retention, and expansion. (Economic Development Goal, page 6)

The proposed zoning will encourage an existing business to stay in its current location and extend service to its customers.

- New developments that are sensitive to and compatible with the character of adjacent city neighborhoods. (Land Use Goal, page 6)

The proposed Planned Development will only allow a beer and wine service within a restaurant but will not allow gaming or beer and wine service without food service. The changes are sensitive to and compatible with the character of the neighborhood.

- Contiguous development focused in and around existing population centers. (Land Use Goal, page 6)

The proposed development will help keep development focused in existing areas with city services already in place.

2. Is the new zoning designed to lessen congestion in the streets?

There should be no effect on traffic congestion. The existing restaurant may expand its customer base but this should have little impact on the number of vehicles using the adjacent streets.

3. Will the new zoning secure safety from fire, panic and other dangers?

The subject property is currently serviced by all city public safety services. There should be no effect on these services.

4. Will the new zoning promote health and general welfare?

The proposed zoning would permit the existing restaurant to remain a tenant in this location. This will promote the health and general welfare of the neighborhood.

5. Will the new zoning provide adequate light and air?

The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air.

6. Will the new zoning prevent overcrowding of land?

The proposed zoning, like all zoning districts, contains limitations on the maximum percentage of the lot area that can be covered with structures. The existing NC zone allows 50% lot coverage and there are no proposed changes to this requirement.

7. Will the new zoning avoid undue concentration of population?

The new zoning does avoid undue concentration of population and is focused on commercial development and not residential development. However, both the existing and proposed zoning allows single family, two-family, or multi-family dwellings not to exceed the density requirements of the RMF-R zoning district. This prevents undue concentration of population.

8. Will the new zoning facilitate the adequate provisions of transportation, water, sewerage, schools, parks, fire, police, and other public requirements?

Transportation: The proposed zoning should not have any impact on the surrounding streets.

Water and Sewer: The City will be able to provide water and sewer to the property through existing lines.

Schools and Parks: There should be no impact to schools from the proposed zone change.

Fire and Police: The subject property is currently served by city fire and police.

9. Does the new zoning give reasonable consideration to the character of the district?

The proposed zoning will allow the existing restaurant to serve beer and wine to its customers. This will allow the owner to retain tenancy in the building. The surrounding uses are compatible with the proposed use. The proposed zoning is in character with the area.

10. Does the new zoning give consideration to peculiar suitability of the property for particular uses?

The subject property is suitable for the requested zoning district.

11. Was the new zoning adopted with a view to conserving the value of buildings?

The existing building value will be conserved by the proposed amendment. Vacant property and buildings have a negative effect on surrounding property value. A developed property generally improves surrounding property value. The new zoning will allow the owner to retain a tenant in a space suited for a restaurant service.

12. Will the new zoning encourage the most appropriate use of land throughout such county or municipal area?

The proposed zoning will permit the current development to continue. This is the most appropriate use of the lot.

RECOMMENDATION

The Zoning Commission is forwarding a recommendation of approval and adoption of the twelve criteria for Zone Change #882 on a 3-0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

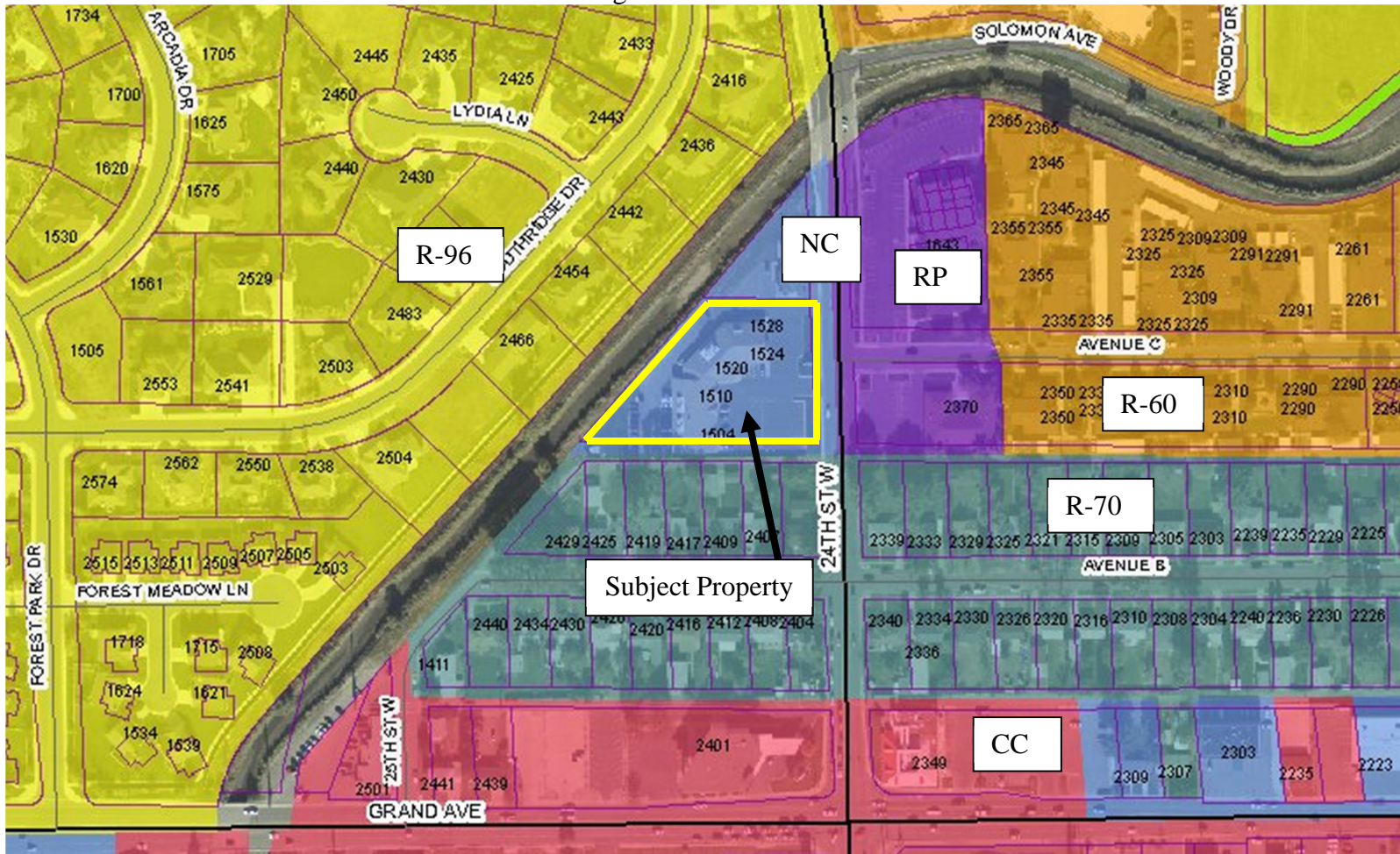
Zoning Map

Site photos

Applicant letter and pre-app notes

Ordinance

Attachment A: Surrounding Zoning
Zone Change #882 – 1504-1528 24th Street West



Attachment B

Site Photographs, Zone Change #882 – 1504 to 1528 24th Street West



Subject Property



6⁰ Gourmet

Attachment B, continued

Site Photographs, Zone Change #882 – 1504 to 1528 24th Street West



View north along 24th Street West



Aerial of existing development

Attachment B, continued

Site Photographs, Zone Change #882 – 1504 to 1528 24th Street West



East across 24th Street West



South along 24th Street West to intersection of Grand Avenue

Attachment C
Pre-application meeting notes and applicant's Letter

December 6, 2011

Dear Neighbor:

My restaurant, 6 Degrees Gourmet, is extremely happy to be in your neighborhood and we plan to be there for many years to come. As you may know, I opened this restaurant to provide a fresh gourmet food concept that wasn't being provided in Billings. What fresh gourmet food means at 6 Degrees is we bake our breads fresh daily and slow cook our meats for our sandwiches and entrees. Fresh coffee is ground each time it is ordered. We began serving expanded breakfast items recently and hope you will come in and try our food, coffees and teas. You can view our daily specials on facebook or on our website, 6degreesgourmet.com. The website also contains our everyday menu by clicking the menu tab. However, this information is not the prime reason for this letter.

This letter is to invite you to a neighborhood meeting to discuss whether you would have any concerns about 6 Degrees Gourmet selling a glass of wine or beer with a meal. This would necessitate us making application to the City to allow a restaurant beer and wine license at the location under a planned development for this property. This license is only for a restaurant and the business is required to have a majority of its sales from food. It does not allow for gambling or the sale of hard liquor so we believe there will be no negative impact on the neighborhood.

The meeting will be held at our location at 1520 24th Street West (between Sanctuary Spa and Scandia Down) at 4:00 p.m. Wednesday, December 14th. We hope you will come and give us your comments about our license application.

Sincerely,

Pamela Shires
6 Degrees Gourmet

MINUTES OF NEIGHBORHOOD MEETING

The Neighborhood Meeting was held at 6 Degrees Gourmet on December 14th, 2011 at 4:00 p.m. to discuss the application to the City of a Planned Development for Lot 2 of Rose Park Subdivision First Filing, in order to allow for a Restaurant Beer and Wine License for on premises sale of beer and wine at 6 Degrees Gourmet. There were four neighbors in attendance as well as representatives of 6 Degrees Gourmet.

The Planned Development document was presented to all attendees. Jim Shires then described the process for the Planned Development and each step in the process was discussed. Shires also discussed a written response to the letter of invitation that was received from a neighbor, which was a very positive response. The attendees asked questions and the restaurant beer and wine license was discussed. Each attendee then expressed their support of the application and the meeting was adjourned at 4:20 p.m.



Pamela Shires

NEIGHBORHOOD MEETING SIGN IN SHEET

6 Degrees Gourmet—December 14th, 2011

Dennis L. UVESTAD

WEST END TASK FORCE CHAIR.

Larry Carpenter

Larsen Carpenter CPA

John Halstvedt

Biz Resources, Inc.

DAN Singer

Recreational Bus. Partn.

ZONE CHANGE APPLICATION—EXHIBIT “A”

1.a. To service the neighborhood with gourmet food along with wine or beer to provide a neighborhood restaurant that does not include gaming and is not open for late hour drinking but only consumed with food during meal hours.

1.b. Neighborhood commercial zoning does not allow for any on-site alcohol consumption. However, in this neighborhood there are three establishments with all beverage licenses with gaming a stones throw away. Furthermore, we do not believe the restaurant can be successful without the cabaret license.

ORDINANCE NO. 12-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR Lot 2, of Rose Park Subdivision 1st Filing, a 1.3 acre parcel of land and generally located at 1504 through 1528 24th St West

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

1. RECITALS. Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC, provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the twelve (12) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the twelve (12) criteria required by state law.

2. DESCRIPTION Lot 2 of Rose Park Subdivision 1st Filing is presently zoned **Neighborhood Commercial (NC)** and is shown on the official zoning maps within this zone.

3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcels** is hereby changed from **Neighborhood Commercial (NC) to Planned Development (PD) with underlying zoning of Neighborhood Commercial (NC)** as described in Exhibit A attached hereto on Lot 2 of Rose Park Subdivision 1st Filing from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Planned Development (PD) with underlying zoning of Neighborhood Commercial (NC)** as set out in Exhibit A and as set out in the Billings, Montana City Code.

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

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

PASSED by the City Council on first reading February 27, 2012.

PASSED, ADOPTED AND APPROVED on second reading March 12, 2012.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin, City Clerk
Zone Change #882 – 1504 – 1528 24th Street West

EXHIBIT "A"
PLANNED DEVELOPMENT AGREEMENT
For, Lot 2 of Rose Park Subdivision, First Filing
In the City of Billings, Yellowstone County, Montana

This AGREEMENT, made and entered into this ___ day of _____, 2012, by and between THE LARSON AND CARPENTER PARTNERSHIP (hereinafter referred to as "Owner") and the CITY OF BILLINGS (hereinafter referred to as "City")

WITNESSETH

WHEREAS, the undersigned is the Owner of all of Lot 2 of Rose Park Subdivision, First Filing, according to the record thereof on file in the office of the Clerk and Recorder of Yellowstone County, Montana, a newly formed Planned Development through this Agreement, as outlined within the City Zoning Ordinance;

WHEREAS, the City has approved the change of zoning to Planned Development Neighborhood Commercial after due and proper administrative review, notice and public hearing, all in accordance with City Ordinances and requirements;

NOW, THEREFORE, in consideration of the premises, the Owner and the City hereby establish and declare that Lot 2 of Rose Park Subdivision, First Filing, City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County under Document # 770101 (commonly referred to as 1504, 1510, 1520, 1524 & 1528 24th Street West, Billings, Montana 59102) is hereby zoned Planned Development Neighborhood Commercial effective immediately.

I. PERSONS BOUND BY THE PLANNED DEVELOPMENT AGREEMENT

All persons, corporations or other entities, which now have or shall hereafter acquire any interest in and to the above-described real property shall be taken and held to agree to the zoning of the above-described real property as Planned Development Neighborhood Commercial.

II. BUILDING AND USE ALLOWANCES AND RESTRICTIONS

The Building and Use restrictions applicable to the above-described real property shall be those set forth and described in the City Code and/or Ordinances for any real property classified or zoned as Neighborhood Commercial in the City of Billings with the exception of the allowance of a Restaurant On-Premises Beer and Wine License with catering at 1520 24th Street West, presently known as 6 Degrees Gourmet.

III. RIGHT TO ENFORCE

The provisions of the Planned Development Agreement shall be enforced as provided for in Article 27-1600 of the Billings City Code.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

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

(Notary Seal)

Printed Name: _____
Notary Public for the State of Montana
Residing at _____, Montana
My Commission Expires: _____, 20____

Regular City Council Meeting

Meeting Date: 02/27/2012

TITLE: Public Hearing and Resolution for Annexation #12-01

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

Donald Lee has submitted a petition on behalf of owners BL Realty, Inc., the Estate of Richard E. Lee, the Estate of Donald R. Lee, and OE Lee and Company to annex land to the City of Billings under 7-2-4600 MCA. The subject property is composed of two parcels totaling 6.3 acres and located on Nall Avenue with frontage on South 27th Street. The property is addressed as 108 Nall Avenue. One of the parcels is currently undeveloped and the other has a single family home on it. The property owner is requesting annexation in order to obtain City services for development of a warehouse facility. The property owner is working with The Boyer Company, the development firm hired by the Government Services Administration to provide a new office building and warehouse facility in Billings. The property is located within the five year annexation area of the City's Limits of Annexation Map and appears to meet many of the City's criteria in its Annexation Policy. The Council acknowledged receipt of the petition at its February 13, 2012, meeting. The Council will hold a public hearing and take action on the annexation request at this meeting. The City Public Works Department also has worked with the applicants to draft a Development Agreement for improvements for the subject property that will be considered by the City Council as a second action on this request.

ALTERNATIVES ANALYZED

The City Council may approve or deny a petition submitted by owners of 50% of the real property in the area to be annexed (7-2-4601 (3)(b), MCA).

FINANCIAL IMPACT

The City can provide municipal services to the subject property. It will be the responsibility of the owner to extend City water and sewer services to the property from services in Nall Avenue and South 27th Street. Staff is recommending a condition of approval for this annexation be that a development agreement between the City and the property owner be executed to clarify how services will be provided. The City Council is scheduled to act on the Development Agreement for this property following its action on this Annexation Petition. If the proposed annexation is approved, the property is expected to be developed in the future for commercial purposes and will contribute additional tax revenue to the City.

BACKGROUND

The subject property is 6.3 acres in size and is located on Nall Avenue with frontage on South 27th Street. The property is addressed as 108 Nall Avenue. . The City Limits are on the north and northeast sides of the subject property and it is within the red boundary of the limits of annexation as specified by the Annexation Map last adopted by the City Council on May 23, 2011.

PROCEDURAL HISTORY

- On January 9, 2012, the annexation petition was submitted to the Planning Division.
- On February 13, the City Council acknowledged receipt of the annexation petition and set a public hearing for February 27.
- On February 27, the City Council will conduct the public hearing for the annexation and may take action on the request.
- On March 12, if the resolution to annex is approved by the City Council, a public hearing and first reading of an ordinance to expand the Ward I City Council boundary will be conducted.
- On March 26, the City Council will conduct the second and final reading for the ordinance expanding the ward boundary.

STAKEHOLDERS

Annexation by petition does not require notification of adjoining landowners; however, it does require that the City Council conduct a public hearing. Notice of the public hearing was posted on the property on February 10 and published in the Billings Times on February 9. The Planning Division had received no public comments regarding the proposed annexation at the time this memo was prepared.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

The City Council has expressed concerns regarding how annexing additional properties may affect the City's ability to provide services to new developments without diminishing the services provided to existing City residents. To address these concerns, the City Council adopted an annexation policy that lists criteria for suitable annexations. The proposed annexation complies with the adopted Annexation Policy criteria as follows:

1. The area is located within the Limits of Annexation.
2. The City is able to adequately provide municipal services. The property will be served by City water and sewer. Sewer and water services will require extension of lines by the property owner at the time of development from existing lines in Nall Avenue and South 27th Street.
3. Any proposed improvements to the property will meet City standards.
4. As part of a Development Agreement, the owners will sign a Waiver of Right to Protest the creation of any Special Improvement Districts.
5. The property is zoned Controlled Industrial and Highway Commercial. Any proposed land use will comply with the zoning. Future development also may conform to the goals of the City of Billings and Yellowstone County Growth Policy.

Although MCA 7-2-4600 allows the municipality to waive the requirement of an annexation public services plan, it is the City's custom to have staff prepare a brief analysis of predicted impacts to services and facilities. State law lists the required contents of a public services plan including a 5-year (minimum) plan that outlines how and when services and infrastructure will be extended to the annexed area and how they will be financed. This report follows that general format.

Departmental Response: City and County Departments were given the opportunity to comment on this annexation. All City departments responded favorably and detailed responses are provided below. The County Public Works Departments responded, indicating that there are no issues with this annexation request.

City Facilities: The following improvements and facilities are necessary to provide adequate services to the subject property.

- **Water:** Water service is available from the City by connecting to a service line in Nall Avenue adjacent to the subject property. The cost to extend service for the property will be at the developer's expense.
- **Sewer:** The property may be served by the developer connecting to the existing sanitary sewer in South 27th Street. The cost to extend sewer service for the property will be at the developer's expense.
- **Stormwater:** There are no stormwater facilities in the area of this property and on-site retention and/or detention may be required. Storm water impacts will be identified during the site development process and mitigating measures developed at that time meeting the requirements of the city and the public works department at the time of development.
- **Transportation:** The subject property has frontage on Nall Avenue, which is a residential street that dead ends at the north end of the property before it reaches South 27th Street. No issues have been identified by City Engineering or Street and Traffic staffs. Any specific traffic impacts will be identified during the site development process and mitigating measures developed at that time.
- **Fire Stations:** The subject property is currently served by the Billings Fire Department through the Billings Urban Fire Service Area and the Billings Fire Department will continue to service the property upon annexation. The nearest fire station is Station #2 located at 501 South 28th Street, about 1 mile north of the subject property.
- **Parks:** The subject property is zoned Controlled Industrial and Highway Commercial, so no park land dedication will be provided if this property is subdivided.
- **Bicycle and pedestrian facilities:** The property lies within the jurisdiction of the Billings Area Bikeway and Trail Master Plan. A bike lane is proposed in the future along South 27th Street at the east edge of the subject property.

General City Services: These are the City services that are provided to all residents and businesses in the City, such as police and fire protection, street and storm drain maintenance, and garbage collection and disposal. The service providers that responded did not object to the annexation of this property.

- **Transit:** MET transit system operators have no objections to the annexation request, but the nearest bus route follows South 27th Street and State Avenue and is north of the subject property.
- **Police:** The Police Department states that the subject property is near an established patrol area and there should be no significant impact to including the property in a patrol area.
- **Public Utilities:** The Public Works-- Distribution and Collection Division had no objection with the annexation request as long as the owner agrees to fund the necessary water and sewer connection costs, and agrees to a waiver of protest for future SIDs through a Development Agreement or Subdivision Improvement Agreement as condition in the Annexation Resolution.

- Public Works -Street and Traffic Division: The Street and Traffic Division stated that it has no problems serving the property.
- Public Works-Solid Waste: The Solid Waste Division notes that it can serve the property when developed, but noted that Senate Bill 234 passed the 2011 State Legislature and dictates that it is up to the property owner as to whether the City or a private carrier collects solid waste from the property.
- Ambulance Service: The City does not provide ambulance service, however it does dictate the level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered within 8 minutes; this annexation is within the area of acceptable response time.
- Legal and Finance: General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation. No comments were received from the Finance Department or Legal Department at the time this report was prepared.
- Other Departments: City/County services including Library, Planning, and Environmental Health are only slightly affected by the annexation since they will continue to serve new development whether in the City or the County.

Annexation of this property would adhere to the following goals, objectives and policies of the Yellowstone County and City of Billings 2008 Growth Policy:

- Contiguous development focused in and around existing population centers (Land Use Goal, Page 6).
- More housing and business choices within each neighborhood (Land Use Goal, page 6).
- Protection of groundwater, surface water, riparian areas, air quality and productive agricultural land (Natural Resources Goal, page 13).

RECOMMENDATION

Staff recommends that the City Council approve the Resolution annexing the subject property, subject to the following conditions of approval:

- Prior to site development, a Development Agreement shall be executed between the owner(s) and the City that shall stipulate specific infrastructure improvements and provide guarantees for said improvements, and a Waiver of Right to Protest the Creation of Special Improvement Districts will be recorded; and/or
- A Subdivision Improvements Agreement (SIA) and Waiver of Right to Protest the Creation of Special Improvement Districts shall be approved and recorded that will stipulate specific infrastructure improvements and provide guarantees for such infrastructure improvements.

APPROVED BY CITY ADMINISTRATOR

Attachments

[Annexation Petition](#)

[Annexation Exhibit](#)

[Annexation Resolution](#)

**PETITION
FOR ANNEXATION
TO THE CITY OF BILLINGS**



NOTICE TO PETITIONER

This is a Petition to the City of Billings requesting the annexation of property to the City, pursuant to MCA Title 7, Chapter 2, Part 46. Procedures for annexation are governed by the Statutes of the State of Montana. This Petition requires the signatures of more than 50% of the Resident Freeholder Electors to be considered for annexation.

INSTRUCTIONS

1. All items must be completed or provided. Please type or print. You may attach additional pages if more space is needed.
2. Prepare a map drawn to a scale adequate and legible to show the property requesting annexation and all other property within one-quarter (1/4) mile.

The map must show:

- a. The present and proposed boundaries of the municipality;
 - b. The present streets, major trunk water mains and sewer mains;
 - c. The zoning of the property requesting annexation and the property immediately adjacent to it.
3. The Petition should be submitted to the Planning Department, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., located on the 4th Floor of Parnly Billings Library at 510 North Broadway, Billings, Montana. Upon presentation, the Petition will be checked for completeness. Once accepted, the Petition will be routed to the following City Departments: Public Works, City-County Planning, Public Utilities, Fire Department, City Attorney, Police Department, and Finance Department. If no problems with the Petition have been noted by the departments, the City Clerk will schedule the Petition for City Council action.
 4. By filing the petition for annexation, the Petitioner(s) agree that only those City services which are available to the general area shall be provided to Petitioner, and that additional services as may become available to the general area shall be made available to Petitioner(s) in the same manner as said services are made available to other residents of the City. Petitioner(s) specifically waive the right to the report and plans for extension of services as provided in MCA Title 7, Chapter 2, Part 47.
 5. A description of the territory to be annexed to the City is legally described on a document attached hereto.

RESIDENT FREEHOLDER ELECTORS

Date	Print Name	Name Signature	Address
11-3-11	B. L. Realty, Inc.	By: <i>Donald R. Lee</i>	POB 95, Blgs, MT 59103
11-3-11	Est. of Richard E. Lee	By: <i>Richard E. Lee</i>	POB 95, Blgs, MT 59103
11-3-11	Est. of Donald R. Lee	By: <i>Donald R. Lee</i>	POB 95, Blgs, MT 59103
11-3-11	OE Lee & Company	By: <i>Richard E. Lee</i>	POB 95, Blgs, MT 59103
_____	_____	By: <i>Donald R. Lee</i>	_____
_____	_____	_____	_____
_____	_____	_____	_____

(continued on separate page)

RESOLUTION NO. 12-

A RESOLUTION OF THE CITY OF BILLINGS APPROVING PETITIONS FOR ANNEXATION AND ANNEXING TERRITORY TO THE CITY.

WHEREAS, one hundred percent (100%) of the freeholders who constitute more than fifty percent (50%) of the resident freeholder electors have petitioned the City for annexation of the territory hereinafter described; and

WHEREAS, the territory was described in the Petition as required by law, and

WHEREAS, annexation of said territory would be in the best interest of the City.

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

1. TERRITORY ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed to the City of Billings:

A tract of land situated in the NW1/4 of Section 11 T.1S., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as:

Being Tract 2A of Certificate of Survey 1404 Amended, Recorded November 27, 1974, under Document No. 976470, Records of Yellowstone County; a fraction of southwest corner of Lot 4 and a portion of Lot 13 Clark Subdivision, Recorded April 10, 1909, under Document No. 15486, Records of Yellowstone County; Beginning at the southwest corner of said Lot 13 of Clark Subdivision; thence in a northerly direction along the west lot line of said Lot 13 and along the west line of said Tract 2A Certificate of survey 1404 Amended to a point on the southwesterly right-of-way of South 27th Street; thence on a curve to the left in a southeasterly direction along the said southwest right-of-way to the intersection of the said southwest right-of-way and the projected east right-of-way of Nall Avenue; thence in a southerly direction along the said east right-of-way to a point 40.00 feet and perpendicular from the southeast corner of said Lot 13 of Clark Subdivision; thence in a westerly direction and crossing said Nall Avenue and along the south line of said Lot 13 of Clark Subdivision to the southwest corner of said Lot 13 of Clark Subdivision, said point being the Point of Beginning Including all adjacent right-of-way of Nall Avenue.

Containing 6.3 gross acres and 6.1 net acres more or less.

(# 12-01) See Exhibit "A" Attached

2. CONDITIONS. The annexation is approved, subject to the following conditions:
- Prior to site development, a Development Agreement shall be executed between the owner(s) and the City that shall stipulate specific infrastructure improvements and provide guarantees for said improvements and a Waiver of Right to Protest the Creation of Special Improvement Districts will be recorded; and/or
 - A Subdivision Improvements Agreement (SIA) and Waiver of Right to Protest the Creation of Special Improvement Districts shall be approved and recorded that will stipulate specific infrastructure improvements and provide guarantees for such infrastructure improvements.
3. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

PASSED by the City Council and APPROVED this 27th day of February, 2012.

THE CITY OF BILLINGS:

BY: _____

Thomas W. Hanel, MAYOR

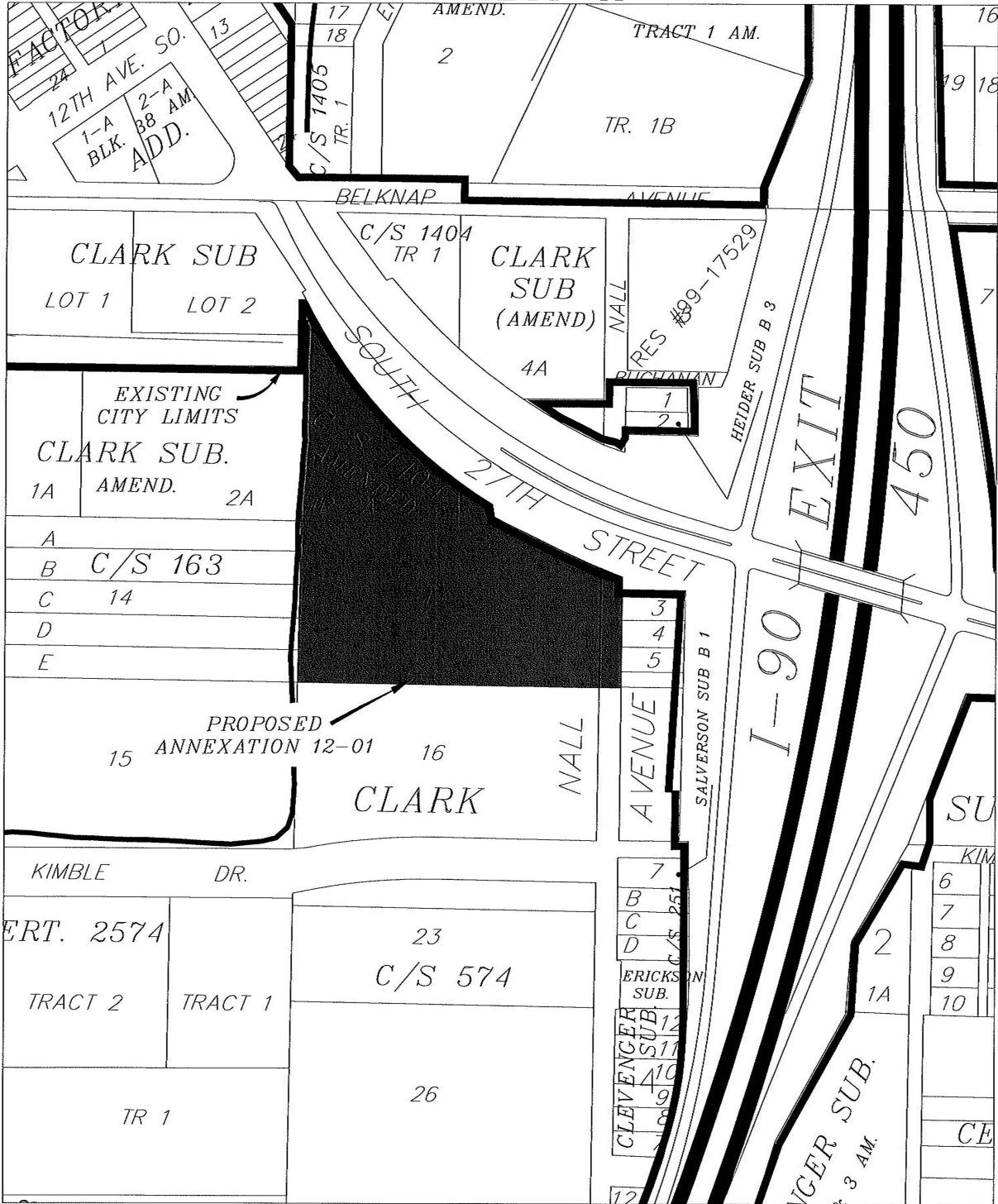
ATTEST:

BY: _____

CITY CLERK

(AN# 12-01)

EXHIBIT A



Regular City Council Meeting

Meeting Date: 02/27/2012

TITLE: Development Agreement for New GSA Warehouse on Nall Avenue

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The Boyer Company is proposing to build a warehouse for the General Services Administration (GSA) on Lot 13 of Clark Subdivision located on Nall Avenue. They are proposing to annex this property into the city. With any annexation, the developer is required to enter into a development agreement with the City. The development agreement outlines the requirements and timing of all off-site improvements.

ALTERNATIVES ANALYZED

The Council may:

- Approve the Development Agreement; or
- Do not approve the Development Agreement. The Development Agreement is typically a condition of annexation. If this Development Agreement is not approved, either a new Development Agreement would need to be created or the property could be annexed without the condition. The requirements of this Agreement are in keeping with standard requirements for all sites developing in the City.

FINANCIAL IMPACT

There are only minor administrative costs associated with the approval of the Development Agreement.

RECOMMENDATION

Staff recommends that Council approve the Development Agreement with the Boyer Company.

APPROVED BY CITY ADMINISTRATOR

Attachments

Development Agreement

Site Plan

Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

**DEVELOPMENT AGREEMENT
108 NALL AVENUE
BOYER GSA BILLINGS**

THIS AGREEMENT is made and entered into this 3rd day of JANUARY, 2012, by and between **BOYER GSA BILLINGS**, hereinafter referred to as "Owner" and **THE CITY OF BILLINGS**, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the Owner owns and desires to develop certain properties described as follows:

Tract 2A of Amended Tract 2, Certificate of Survey 1404 (tax ID #D01749) and portions of Lots 4 and 13, Clark Subdivision, less highway right-of-way (tax ID #D01767), located in the City of Billings, Yellowstone County, Montana.

WHEREAS, at a regular meeting conducted on the ___ day of _____, 2012, the City Council conditionally approved the annexation of said property, and,

WHEREAS, a development agreement is required by the city of Billings as a condition of said annexation approval, and,

WHEREAS, this development agreement shall define what public improvements are required as part of the development.

WHEREAS, the provisions of this agreement shall be effective and applicable to the properties described herein, upon the execution of this agreement.

NOW, THEREFORE, the undersigned agree as follows:

I. SITE IMPROVEMENTS

All site improvements within the above-described property will be in accordance with the City of Billings Site Development Ordinance, City Zoning Ordinance, the *Stormwater Management Manual*, and Section 23-407, BMCC and all other applicable City, State, and Federal Codes, Rules, and Regulations.

II. STREET IMPROVEMENTS

The City and the owner agree that construction of the street improvements fronting the property as a stand-alone project is not feasible at this time due to lack of storm drain facilities and a comprehensive street design for Nall Avenue.

The Owner will participate in a future Special Improvement District or Private Contract for the construction of the required improvements for that portion of Nall Avenue fronting the property at such time as the City deems it appropriate to construct said improvements. Participation by the owner in the street improvements shall be a fair and equitable cost share of said improvements fronting the property.

The costs of these improvements will be based on current construction costs at the time of the proposed Special Improvement District or Private Contract. Further, these costs include all construction, administrative, engineering, design, construction inspection and administration, permitting, legal and bonding fees associated with the future Special Improvement District or Private Contract.

III. SANITARY SEWER

Owner shall extend a sanitary sewer lateral main within the Nall Avenue frontage of the property. Said lateral main shall connect to the existing 54-inch trunk main in Nall Avenue. Owner shall be solely responsible for the cost of sanitary sewer service lines serving Owner's property.

The sanitary sewer lateral main shall be constructed at the time of development of the property.

The property is subject to water and waste water system development and service fees in effect at the time of obtaining said services.

IV. WATER

There is an existing 6-inch diameter County owned water main within Nall Avenue. The owner shall replace that portion of the existing 6-inch water main

fronting the property with a new 8-inch water main. A fire hydrant shall be installed near the southerly boundary of the property. Said water main replacement shall include necessary valves and fittings as required by the City of Billings, Public Works department. Owner shall be solely responsible for the cost of water service lines serving Owner's property.

The water main shall be constructed at the time of development of the property.

The property is subject to water and waste water system development and service fees in effect at the time of obtaining said services.

V. WAIVER OF RIGHT TO PROTEST

The Owner does hereby waive the right to protest the formation of one or more Special Improvement District or Districts, for the construction of streets, curbs and gutters, sidewalks, driveways, street lights, water lines, sanitary sewer lines, storm sewer lines either within or without the area and other improvements which are required by the City of Billings.

VI. LEGAL PROVISIONS

The parties to this development agreement by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

This agreement is independent from all other agreements and does not supersede or nullify any previous agreements, requirements or obligations. The provisions of any other written agreement between the parties remain in full force and effect, unless specifically modified herein.

The covenants, agreements and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties and shall run with the land.

In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

Owner shall comply with all applicable Federal, State and local statutes, ordinances and administrative regulations during the performance and discharge of its obligations. Owner acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

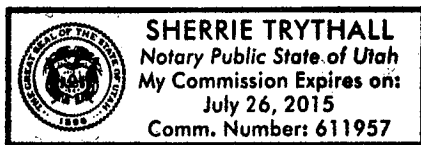
"OWNER"

BOYER GSA BILLINGS

By: *Jacob L. Boyer*
Its: *Manager*

STATE OF *Utah*)
County of *Salt Lake* : SS

On this *3rd* day of *January*, ^{*2012*}~~2011~~, before me, a Notary Public for the State of *Utah*, personally appeared *Jacob L Boyer*, known to me to be the *Manager* of BOYER GSA BILLINGS, who executed the foregoing instrument and acknowledged to me that they executed the same.



Sherrie Trythall
Notary Public for the State of *Utah*
Residing at *Salt Lake County*
My commission expires *7/26/15*

This Agreement is hereby approved and accepted by the City of Billings, this day of _____, 2011.

“CITY”
THE CITY OF BILLINGS, MONTANA

By _____
Mayor

Approved as to Form _____
City Attorney

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 2011, before me, a Notary Public for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Attorney, respectively of the City of Billings, Montana, whose names are subscribed to in the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

Notary Public for the State of Montana
Residing at Billings
My commission expires _____



LANDSCAPE BUFFER

Fence - 1'-0" Offset From Paving
5'-0" Landscape Buffer (890 s.f.)

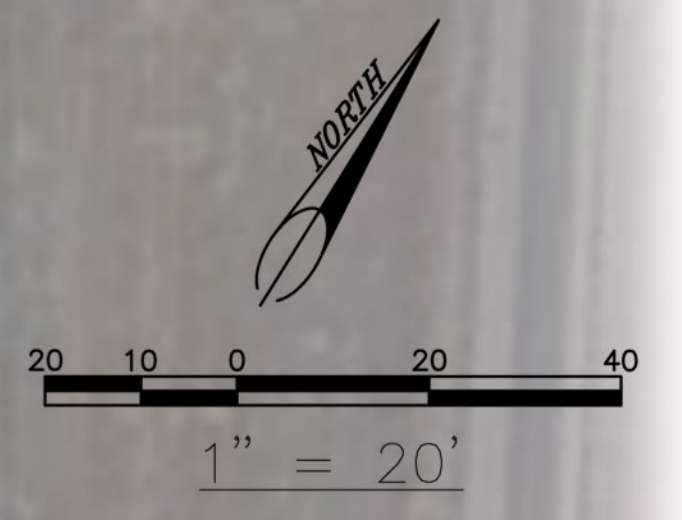
30,000 SF
WAREHOUSE

STORM WATER
RETENTION BASIN

35,000 SF
WAREYARD

NALL AVENUE

27TH STREET



Regular City Council Meeting

Meeting Date: 02/27/2012

TITLE: Public Hearing and Resolution Adopting South Billings Master Plan

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The South Billings Master Plan is a document that will be the guiding document for the South Billings Boulevard Urban Renewal District. Over the course of the past year, a consultant team led by AECOM has guided the master planning effort. The team worked with the South Billings Urban Renewal Association (SBURA), the Southwest Corridor Neighborhood Task Force, the City of Billings Public Works Department, the Big Sky Economic Development Authority, and the City Planning Division. The process included community and stakeholder meetings, four larger public meetings where every property owner was invited, community partner input, as well as city staff facilitation and input. Social media in the form of a Facebook page as well as a dedicated website were both used to reach out to as many people as possible.

The Planning Board conducted a public hearing on December 13th, 2012, and is forwarding a recommendation to the City Council to adopt the South Billings Master Plan. The Council heard a presentation on the South Billings Master Plan at its February 6, 2012, Work Session. At the February 13th meeting, the council considered a Resolution of Intent to Adopt the South Billings Master Plan and set the date for the public hearing to receive comments on the Master Plan. The public hearing is scheduled for this Council meeting. The City Council was provided a digital copy of the South Billings Master Plan at the February 6th Work Session. Hard copies of the Plan are also on file in the City Clerk's Office and the Planning Division Office. The plan is also available at www.SouthBillings.com as well as the City of Billings Planning Division website. Hard copies are also available upon request.

ALTERNATIVES ANALYZED

The City Council can choose to:

- Adopt the plan
- Modify the plan before adoption
- Delay action to the next meeting
- Not adopt the plan

FINANCIAL IMPACT

This master plan is a guiding document that is an amendment to the 2008 Growth Policy. As such, there is no immediate financial impact as a result of the adoption of this plan. The plan does contain priorities in how the tax increment dollars generated in the SBBURD could be used. Any expenditure of TIF dollars in the future would come back to the Council for approval at that time.

BACKGROUND

The City Council in 2008 created the South Billings Boulevard Urban Renewal District (SBBURD) to address infrastructure deficiencies in this area and to facilitate the development of the Miller Crossing subdivision located on King Avenue East, near South Billings Boulevard. SBURA was incorporated as a nonprofit member organization in 2009 to represent the property owners in the district and also be the recommending body to the City Council for the expenditure of TIF funds. The SBURA, City Planning Division, and members of the community, recognized the need for a more in depth planning effort to complement the SBBURD Plan that created the district. This comprehensive master plan has been developed to provide an in depth look at the district and set the community vision and goals as well as priorities for the expenditure of TIF dollars.

STAKEHOLDERS

The drafting process for the South Billings Master Plan included community and stakeholder meetings, four public meetings where every property owner was invited, community partner input, as well as city staff facilitation and input. Social media in the form of a Facebook page as well as a dedicated website were both used to reach out to as many people as possible. The Plan also has been presented at multiple public meetings of the Yellowstone County Board of Planning, City Council, and Board of County Commissioners.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

This document is consistent with and will be amended through the 2008 Yellowstone County and City of Billings Growth Policy.

RECOMMENDATION

The Yellowstone County Board of Planning recommends that the City Council conduct a public hearing and adopt the South Billings Master Plan.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution of Adoption

AGENDA ITEM:

ATTACHMENT A

RESOLUTION NO. 12-_____

RESOLUTION TO ADOPT THE SOUTH BILLINGS BOULEVARD URBAN RENEWAL DISTRICT MASTER PLAN AS PART OF THE YELLOWSTONE COUNTY - CITY OF BILLINGS 2008 GROWTH POLICY.

WHEREAS, pursuant to Title 76, Chapter 1, PART 601, Montana Codes Annotated, the Billings City Council, desires to adopt a Neighborhood Master Plan consistent with the 2008 Growth Policy covering the entire Yellowstone County Board of Planning jurisdiction:

WHEREAS, on the 13th day of December, 2011, a public hearing was held by the Yellowstone County Board of Planning for the purpose of receiving public comments on the proposed South Billings Master Plan and on the 27th day of February 2012, the Billings City Council will hold a public hearing for the same purpose:

WHEREAS, The Yellowstone County Board of Planning at its meeting on December 13, 2011 voted to recommend the Billings City Council adopt the proposed South Billings Master Plan and any ordinances and resolution for its implementation:

WHEREAS, on the 13th day of February, 2012, the Billings City Council passed a Resolution of Intent to Adopt the South Billings Master Plan and to set a public hearing date of February 27th 2012 to receive comment on the neighborhood plan:

NOW, THEREFORE, BE IT HEREBY RESOLVED that it is the intent of the Billings City Council to adopt the South Billings Master Plan as part of the Yellowstone County – City of Billings 2008 Growth Policy.

APPROVED AND PASSED by the City Council of the City of Billings this 27th day of February, 2012.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK