

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

June 25, 2012

6:30 P.M.

CALL TO ORDER: Mayor Hanel

PLEDGE OF ALLEGIANCE: Mayor Hanel

INVOCATION: Councilmember Cimmino

ROLL CALL: Councilmembers present on roll call were:

MINUTES: June 11, 2012

COURTESIES:

PROCLAMATIONS:

ADMINISTRATOR REPORTS - TINA VOLEK

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

Speaker sign-in required. (Comments offered here are limited to one (1) minute. Please sign up on the clipboard located at the podium. Comment on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For Items not on this agenda, public comment will be taken at the end of the agenda.)

1. CONSENT AGENDA -- Separations:

A. Mayor Hanel recommends that Council confirm the following appointments:

1.		Name	Board/Commission	Term Begins	Term Ends
	1	Pending	Soil Conservation District	07/01/12	06/30/15
	2	Shelli Mann	Tourism BID Board	07/01/12	06/30/16
	3	Stephen Wahrlich	Tourism BID Board	07/01/12	06/30/16
	4	No Applications	Board of Appeals - Electrical	01/01/12	12/31/13

5	No Applications	Board of Appeals - Builder	01/01/12	12/31/15
6	James Boyett	City Zoning Commission	01/01/12	12/31/14
7	No Applications	Community Development - Low Mod	01/01/12	12/31/14
8	No Applications	Housing Authority - Resident Comm	01/01/12	12/31/13
9	No Applications	Mayor's Homelessness - Philanthropy	01/01/12	12/31/14
10	Gary Knopp	Mayor's Homelessness - Consumer	01/01/12	12/31/12
11	Tami Kelling	Parking Advisory Board	01/01/12	12/31/13
12	No Applications	Parking Advisory Board	01/01/12	12/31/13
13	Richard Clark	Planning Board - Ward 5	01/01/12	12/31/12

- 6. Unexpired term of Matt Krivonen
- 7. Unexpired term of David Goodridge
- 9. Unexpired term of John Armstrong
- 10. Unexpired term of John Hines
- 11. Unexpired term of Scott Godfrey
- 12. Unexpired term of Nick Blake
- 13. Unexpired term of Jennifer Olsen

B. Bid Awards:

- 1. **W.O. 12-12, Bench Boulevard Sanitary Sewer Extension Project.** (Opened 6/12/12) Recommend Castlerock Excavating, Inc.; \$189,184.30.
- 2. **W.O. 12-35, Miscellaneous Storm Drain Repairs.** (Opened 6/12/12) Recommend CMG Construction, Inc.; \$93,495.

C. Professional Services Contract with Morrison-Maierle, Inc. for W.O. 12-16, City of Billings Water Distribution Study, as part of the Integrated Water Plan Implementation Projects; \$230,727.

D. Professional Services Agreement with Great West Engineering for W.O. 12-29, Solid Waste Management Plan; not to exceed \$460,000.

E. Professional Services Agreement with HDR Engineering, Inc. for W.O. 12-21, Water Treatment Facility Chemical Building and Disinfection Improvements; \$96,900.

F. CTEP Project Specific Agreement with Montana Department of Transportation for the Aronson Bypass Trail Project; CTEP Grant - \$205,498; City of Billings Match provided by BikeNet - \$31,852; total funds available - \$237,350.

- G. **Library Security Guard Services Agreement** with Guardian Security for second year hourly rate increase to \$17.90 (4-year agreement with annual rate negotiations approved by Council on 6/13/11).
- H. **Vehicle Lease Agreement** with Underriner Motors to lease six vehicles for the City County Special Investigations Unit (CCSIU), July 1, 2012-June 30, 2013; total - \$30,600; budgeted through FY2013 Drug Forfeiture Fund.
- I. **Annual Agreements** (7/1/2012 - 6/30/2013) for Landfill Use with Bighorn County, Carbon County, Treasure County, Stillwater County, Musselshell County, Town of Fromberg, Town of Columbus, Town of Hysham, Town of Joliet, Town of Bridger, City of Big Timber, City of Laurel, City of Red Lodge, and Yellowstone County. Approximate annual revenue - \$1,850,000.
- J. **Approval** of 5-Year Lease Agreement #GS-08P-14691 for Terminal Building Lease with the U.S. Government for Transportation Security Administration; (6/1/2012 - 5/31/2017); annual revenue - \$98,157.48; 5-year total revenue - \$490,787.40.
- K. **Approval** of the Assignment, Transfer, and Amendment One of the West End Hangar Ground Lease from Drew C. and/or Jennifer R. White to Susan J. Weaver.
- L. **Memoranda of Understanding** between the City of Billings and Billings Public Schools for two (2) middle school resource officers and three (3) high school resource officers (7/1/12 - 6/30/13); Billings Public Schools payment to the City of Billings - \$117,832.
- M. **Approval** of purchase of Analog to P25 Common Air Interface and Multi-Net Analog to P25 Trunking Field Upgrade software for portable and mobile radios; E.F. Johnson Technologies; \$549,250 (845 radios x \$650/radio).
- N. **Amendment #1, Airport Upgrades to the Storm Water Detention Ponds and Surface Drainage Improvements**, Professional Engineering Services Contract, Morrison-Maierle, Inc.; \$164,664.
- O. **Revolving Loan Fund** to Sharli Kiner of Limber Tree Yoga Studio, LLC; not to exceed \$16,000.
- P. **W.O. 12-36, Bench Boulevard Reconstruction, Acceptance of Bargain and Sale Deed** from Michael McCafferty and Laura McCafferty, 710 Bench Boulevard, for 413 square feet of Parcel No. 44: a tract of land in Lot 9A, Block 3, Amended Plat of Lots 7, 8, and 9, Block 3, Conway Subdivision, 2nd Filing, at no cost to the City.
- Q. **Approval and Acceptance** of United Way of Yellowstone County Grant for Enforcing Underage Drinking Laws (EUDL); \$5,280.
- R. **Second/Final Reading Ordinance** amending the boundaries of Ward I to exclude recently de-annexed property in Annex #12-03: approximately 13.82 acres of undeveloped land known as Tract 81A, Certificate of Survey 2165, in the Briarwood Planned Unit Development; James and Stella Ziegler, petitioners.

S. Solid Waste Collection and Disposal Charges

1. **Second/Final Reading Ordinance** amending Billings, Montana City Code, Article 21, providing the option to include solid waste collection fees as part of the City's monthly utility billing.
2. **Resolution** establishing FY2013 Solid Waste residential and commercial collection and disposal fees and landfill use fees to be effective July 1, 2012.

T. Resolution authorizing closure of Debt Service Funds for SID 1329 - Bench Boulevard Curb, Gutter & Storm Drain; SID 1331 - Parkhill Drive Sidewalk; and sidewalk pooled issues in Funds 860, 861, 862, 897, and 898.

U. Resolution of Intent to sell Lots 1 through 12, 20 and 21, Block 245, Sugar Factory Subdivision/Billings Second Addition, and set a public hearing date for August 13, 2012.

V. Cancellation of Checks and Warrants.

W. Bills and Payroll:

1. May 21, 2012
2. May 29, 2012
3. June 4, 2012

REGULAR AGENDA:

2. **BID AWARD FOR CONSTRUCTION OF THE NEW PARMLY BILLINGS LIBRARY.** (Opened 6/19/12) Recommendation to be made at the meeting of June 25, 2012.
3. **PUBLIC HEARING AND RESOLUTION** approving and adopting Fourth Quarter Budget Amendments for Fiscal Year 2011/2012. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
4. **PUBLIC HEARING AND RESOLUTION FOR ANNEXATION #12-06:** two parcels totaling approximately 4.06 acres located on the south side of Highway 3 just west of Hickok Circle, adjacent to city-owned parkland, and legally described as Tracts 2-A and 2-B, Certificate of Survey 2577; Timothy and Sheryl Dernbach and Jeff and Dana Sorenson, owners. Staff recommends conditional approval. (Action: approval or disapproval of staff recommendation.)
5. **PUBLIC HEARING AND RESOLUTION** vacating the alley within Block 49, Foster's Addition, generally located between North Broadway and North 29th Street south of 6th Avenue North for the purpose of constructing a new library building. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

PUBLIC COMMENT on Non-Agenda Items -- Speaker Sign-in required. (*Restricted to ONLY items not on this printed agenda. Comments here are limited to 3 minutes. Please sign up on the clipboard located at the podium.*)

COUNCIL INITIATIVES

ADJOURN

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

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

Regular City Council Meeting

Meeting Date: 06/25/2012

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.

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	Pending	Soil Conservation District	07/01/12	06/30/15
2	Shelli Mann	Tourism BID Board	07/01/12	06/30/16
3	Stephen Wahrlich	Tourism BID Board	07/01/12	06/30/16
4	No Applications	Board of Appeals - Electrical	01/01/12	12/31/13
5	No Applications	Board of Appeals - Builder	01/01/12	12/31/15
6	James Boyett	City Zoning Commission	01/01/12	12/31/14
7	No Applications	Community Development - Low Mod	01/01/12	12/31/14
8	No Applications	Housing Authority - Resident Comm	01/01/12	12/31/13
9	No Applications	Mayor's Homelessness - Philanthropy	01/01/12	12/31/14
10	Gary Knopp	Mayor's Homelessness - Consumer	01/01/12	12/31/12
11	Tami Kelling	Parking Advisory Board	01/01/12	12/31/13
12	No Applications	Parking Advisory Board	01/01/12	12/31/13
13	Richard Clark	Planning Board - Ward 5	01/01/12	12/31/12

6. Unexpired term of Matt Krivonen
7. Unexpired term of David Goodridge
9. Unexpired term of John Armstrong
10. Unexpired term of John Hines
11. Unexpired term of Scott Godfrey
12. Unexpired term of Nick Blake
13. Unexpired term of Jennifer Olsen

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting**Meeting Date:** 06/25/2012**TITLE:** W.O. 12-12 Bench Boulevard Sanitary Sewer Extension Project, Contract Award**PRESENTED BY:** David Mumford**Department:** Public Works

Information**PROBLEM/ISSUE STATEMENT**

W.O. 12-12, Bench Boulevard Sanitary Sewer Extension Project will extend approximately 1,150 feet of sanitary sewer main and related improvements in Bench Boulevard. It is necessary to complete this utility project prior to the reconstruction of Bench Boulevard by the Montana Department of Transportation. The sewer main will be extended approximately 650 feet east of Lincoln Lane to Griffing Drive, and approximately 500 feet of sewer main will be extended south from Joyce Circle. This project was bid on June 12, 2012. After evaluating the bids, staff recommends a contract be awarded to Castlerock Excavating, Inc.

ALTERNATIVES ANALYZED

The Council may:

- Award a contract to Castlerock Excavating, Inc. in the amount of \$189,184.30; or
- Do not award a construction contract. If this project is not constructed, this portion of Bench Boulevard, which is being reconstructed by the Montana Department of Transportation in 2012 or 2013, will need to be cut to install sanitary sewer utilities when adjacent neighborhoods intended to be served by the new sewer desire City services. This cut would then need to be patched on the new road surface.

FINANCIAL IMPACT

The following bids were received and evaluated for W.O. 12-12:

Contractor	Bid Price
Castlerock Excavating, Inc.	\$189,184.30
Springline Construction, Inc.	\$192,626.75
COP Construction LLC	\$231,804.00
Western Municipal Construction, Inc.	\$234,335.00

The funding for the project was budgeted in FY2012 and the source is the Wastewater Fund. A summary of the funding is as follows:

	Sanitary Sewer Extension
Project Budget	\$280,000
Previously Encumbered	\$0
This Contract	\$189,184.30

Budget Remaining	\$90,815.70
------------------	-------------

RECOMMENDATION

Staff recommends that Council award a contract to Castlerock Excavating, Inc. in the amount of \$189,184.30 for constructing sanitary sewer line extensions in Bench Boulevard prior to the street's reconstruction.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: Bid Award: W.O. 12-35; 2012 Misc. Storm Drain Project Repairs

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

W.O. 12-35; 2012 Miscellaneous Storm Drain Project Repairs, will construct small scale storm drain repairs in areas throughout the City to help alleviate private property water damage from storm events. The project was advertised on May 24th, May 31st, and June 7th in the Billings Times and on the City's website. Bids were opened June 12th, 2012 and two bids were received. CMG Construction, Inc. submitted the lowest responsible bid.

ALTERNATIVES ANALYZED

The Council may:

- Award W.O. 12-35, to CMG Construction, Inc. in the amount of \$93,495.00; or
- Not award the contract to CMG Construction, Inc and reject all bids. If this project is not constructed, there will be continued storm drain problems and residential flooding in various locations in the City.

FINANCIAL IMPACT

The following bids were received and evaluated:

Contractor	Bid Amount
CMG Construction, Inc.	\$93,495.00
H.L. Ostermiller Construction	\$117,982.00

The funding for the project was budgeted in FY'12 and the sources are Stormwater funds. Summary of funding:

Project Budget	\$212,867
Encumbered Funds	\$0
This Contract	\$93,495
Project Budget Remaining	\$119,372

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 12-35 to CMG Construction, Inc. in the amount of \$93,495.00.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: W.O. 12-16, Integrated Water Plan Implementation, Water Distribution System Study, Contract Award

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Staff is requesting that the City Council consider awarding a professional engineering services contract in the amount of \$230,727.00 for Morrison Maierle, Inc. (MMI) to conduct a study of the City's water distribution system as part of the Integrated Water Plan Implementation projects. MMI was selected for this study based on City staff review of project proposals submitted by prequalified firms. DOWL-HKM, Kadrmas, Lee and Jackson (KLJ), Great West Engineering, and HDR Engineering were other firms considered for the project.

This project will initially review and update the City's current GIS-based water model. Existing water distribution system pressure zone boundaries, water demands, pumping and storage infrastructure will be evaluated and the model will be calibrated based on available information. Future predicted demands will be developed within in each zone in order to evaluate the existing and to develop new pressure zone criteria. Infrastructure and storage requirements for new pressure zone alternatives will be proposed along with comparisons between O&M and capital costs. A hydraulic evaluation and conceptual sizing and location for a West End Treatment Plant will be conducted.

ALTERNATIVES ANALYZED

The Council may:

- Award the engineering contract to MMI; or
- Do not award the engineering contract to MMI. If this project is not completed, the City will be unable to sufficiently evaluate its water distribution system and effectively implement an Integrated Water Plan.

FINANCIAL IMPACT

The Water Fund expense for this project was approved by City Council in the FY 12 Capital Improvement Plan and the FY 12 budget. A summary of the funding is as follows:

Project Budget	\$250,000
Previously Encumbered	\$0
This Contract	\$230,727
Budget Remaining	\$19,273

RECOMMENDATION

Staff recommends that Council award a professional engineering services contract to MMI in the amount of \$230,727.00 for a water distribution system study.

APPROVED BY CITY ADMINISTRATOR

Attachments

WO 12-16 DRAFT PES Contract

Contract for Professional Engineering Services

City of Billings W.O. 12-16 INTEGRATED WATER PLAN IMPLEMENTATION Water Distribution System Study

In consideration of the mutual promises herein, City of Billings and Morrison Maierle, 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 3 pages (Basic Services of Engineer);

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

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

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

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 5 pages (Certificate(s) of Insurance)

PART I SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or the designee.
- B. "Billings" means the City of Billings.
- C. "Engineer" means Morrison Maierle, Inc.
- D. "Contractor" means the third party responsible for the physical construction of the project.

Section 2. Scope of Services.

- A. The Engineer shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
- B. Billings shall pay the Engineer in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.
- C. Billings shall not allow any claim for services other than those described in this Section. However, the Engineer may provide, at its own expense, any other services that are consistent with this Contract.

- D. The Engineer shall provide as-built drawings as specified hereafter, 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 Engineer shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.~~

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Engineer shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on June 30, 2013.

Section 4. Compensation; Method of Payment.

- A. 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 Engineer 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 Engineer's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Engineer of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Engineer within 30 days of receiving an acceptable invoice.
- B. The Engineer is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- C. As a condition of payment, the Engineer shall have paid all City taxes currently due and owing by the Engineer.

Section 5. Termination of the Engineer's Services.

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

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

Section 6. Duties Upon Termination

- A. If Billings terminates the Engineer's services for convenience, Billings shall pay the Engineer for its actual costs reasonably incurred in performing before termination

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 Engineer shall become the property of Billings.

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

Section 7. Insurance.

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

Section 8. Assignments.

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

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

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

Section 10. Notices.

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

Billings: City Engineer (Debi Meling)
City of Billings
Public Works Department
2224 Montana Avenue
Billings, Montana 59101 FAX: (406) 237-6291 / PHONE : (406) 657-3097

Engineer: Carl Anderson
Morrison Maierle, Inc.
315 North 25th Street, Suite 102
Billings, Montana 59101 FAX: (406) 671-3255 / PHONE: (406) 656-6000

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

PART II GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Engineer: President or Vice President
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

The Engineer shall indemnify, defend, save, and hold Billings harmless from any 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 Engineer or any agent, employee or subcontractor as a result of the Engineer's or any subcontractor's performance pursuant to this Contract.

- A. The Engineer shall not indemnify, defend, save and hold Billings harmless from claims, 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 Engineer, the Engineer 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 Engineer's or any subcontractor's wrongful or negligent acts occurring as a result from the Engineer's performance pursuant to this Contract.

Billings shall indemnify, defend, save, and hold the Engineer 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 Billings or any agent, employee or subcontractor as a result of Billings' or any subcontractor's performance pursuant to this Contract.

- A. Billings shall not indemnify, defend, save and hold the Engineer 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 the Engineer occurring during the course of or as a result of the performance of the Contract.
- B. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Engineer, Billings shall indemnify, defend, save, and hold the Engineer 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 Billings' or any subcontractor's wrongful or negligent acts occurring as a result from Billings' performance pursuant to this Contract.

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

DRAFT

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. 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 Casey Hanson, P.E. working under the Principal-in-Charge, Carl Anderson, P.E.

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 Debi Meling, PE, City Engineer.

Section 3. Scope of Work.

- A. Task 1 – Current Model and Information Review - Request and review all current flow, power consumption, operational practice, and other relevant data, such as pressure or water quality complaint records. Ensure atlas maps are up-to-date for more in-depth reviews discussed in the scope items below.
- B. Task 2 – Update Existing Model Properties – Review and revise pipe size and material conflicts from City atlas maps. Request all water information from the City GIS department. Develop a surface from this information (provided there is enough information to do so) and use it to populate node elevations. Spot check these elevations to verify a complete transfer. Request pump station and reservoir record drawings and pertinent operation and maintenance documents to verify and revise if necessary any discrepancies in the elevations or operational data (including tank operating levels, pressure reducing valves (PRV's), pump curves, and pump size).
- C. Task 3 – Review Connection Points – Review all connection points (nodes) to ensure pipes are properly connected. Nodes will be reviewed against the atlas maps to ensure proper connectivity and proper zone divisions.
- D. Task 4 – Review Existing Pressure Zone Boundaries – Review existing pressure zone boundaries in the model against pressure division valve locations in the atlas maps.
- E. Task 5 – Allocate Demands – Develop current demands by zone from city records, including pumping records, billing data, and historical use trends.
- F. Task 6 – Calibrate Model – Request hydrant flow information from City for purposes of calibration. This task will include reviewing and sorting the data, calibrating the model, and verifying the results. Residual pressure ratings will be required along with fire flow data for calibration. No fire flow testing, data collection, testing planning, or testing support is included in this scope and fee.
- G. Task 7 – Develop Future Demands – Develop future population projections based on current zoning. Review future land use projections for the service

area. Use the demands developed in Task 5 to create future demands. Project future flows based on population projections, current flow patterns, and anticipated development schedules. Develop demands for a 30 year planning life by 10 year planning epochs for capital improvement planning purposes.

- H. Task 8 – Review/Develop Pressure Zone Criteria – Meet with Owner to develop pressure zone criteria to be used in defining and reviewing existing pressure zone boundaries. This scope includes one meeting with Owner.
- I. Task 9 – Review Existing Pressure Zones – Using the criteria developed in Task 8 above, review existing pressure zones for areas of non-conformance with new criteria. Highlight non-conformant areas, and present in a graphical format.
- J. Task 10 – Review Existing Pumping and Storage Infrastructure – Review existing pumping and storage infrastructure to determine if the areas identified in Task 8 can be effectively served with existing infrastructure.
- K. Task 11 – Evaluate Potential New Pressure Zones – Review the work product from Tasks 7 through 9 with the Owner. Discuss whether new pressure zones are feasible and in Owner's best interest. Based on the outcome of this discussion with Owner, develop and present one alternative with new pressure zone boundaries (and new pressure zones, if appropriate).
- L. Task 12 – Determine Required Infrastructure for Pressure Zone Alternative– Develop operational and capital improvement alternatives to effectively serve the pressure zones developed and presented in Task 11. Specifically address storage needs as well as an implementation schedule for storage upgrades. Compare operation and maintenance costs against capital costs where required.
- M. Task 13 – Conceptual West End Treatment Plant Hydraulic Evaluation – In conjunction with Task 12, determine if a West End Treatment Plant is needed from a hydraulic perspective.
- N. Task 14 – Develop Conceptual West End Treatment Plant Size and Location Alternatives – If the outcome from Task 12 is that a West End treatment plant is necessary, develop up to six conceptual alternatives, which will be reviewed with the Owner and pared down to two detailed alternatives for further analysis based on professional judgment and discussions with the City. No fee for a do nothing alternative is included in this scope. Review the quantity of water available to a potential West end treatment plant. Develop potential plant sites, pumping requirements, and planning level cost estimates for the two detailed alternatives (no treatment evaluation is included in this scope).
- O. Task 15 – Draft and Final Reports – Memorialize, document, and report the findings from all tasks above in a written report. Discuss alternatives, including potential cost implications. Provide recommendations for proposed improvements. Prepare three (3) paper copies of the draft report for Owner review and comment. Schedule and conduct a review meeting with Owner to discuss draft report. Incorporate Owner comments into a final report. Prepare seven (7) copies of the final report, which will be stamped and signed by a licensed professional Engineer in the State of Montana responsible for the work.

Appendix B

Methods and Times of Payment W.O. 12-16 IWPI--Water Distribution System Study

Section 1. Payments for Basic Services.

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

Billings shall deduct 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. For services rendered under Appendix A of this Agreement, the Engineer shall be paid based upon actual time accrued, but not to exceed \$230,727.00 (Two Hundred Thirty Thousand Seven Hundred Twenty Seven and No/100 Dollars) based on the following tasks:

Task 1	Current Model and Information Review	\$12,356.00
Task 2	Update Existing Model Properties	\$25,728.00
Task 3	Review Connection Points	\$31,050.00
Task 4	Review Existing Pressure Zone Boundaries	\$6,330.00
Task 5	Allocate Demands	\$12,842.00
Task 6	Calibrate Model	\$7,018.00
Task 7	Develop Future Demands	\$5,298.00
Task 8	Review/Develop Pressure Zone Criteria	\$5,287.00
Task 9	Review Existing Pressure Zones	\$4,820.00
Task 10	Review Existing Pumping and Storage Infrastructure	\$12,928.00
Task 11	Evaluate Potential New Pressure Zones (PZ)	\$18,894.00
Task 12	Determine Required Infrastructure for PZ Alternative	\$16,790.00
Task 13	Concept. West End Treatment Plant (WETP) Hyd. Eval.	\$10,995.00
Task 14	Develop Conceptual WETP Size and Location	\$19,520.00
Task 15	Draft and Final Reports	\$34,071.00

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

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

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

Section 3. Corrections.

Costs of Billings work that is required for the purpose of correcting the Engineer's work shall be deducted from any payments due the Engineer if the Engineer fails to make the required corrections.

Section 4. Fee Increases

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

DRAFT

Appendix C

Additional Services of Engineer W.O. 12-16 IWPI--Water Distribution System Study

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

- A. Requests made or conditions identified which are beyond the scope and intent of the services identified under Appendix A.

DRAFT

Appendix D

Schedule of Professional Fees W.O. 12-16 IWPI--Water Distribution System Study

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

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

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

Appendix E

Project Schedule W.O. 12-16 IWPI--Water Distribution System Study

Based on a notice to proceed by Billings date no later than June 25, 2012, the completion date for the Engineer's work on the Study shall be June 30, 2013.

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

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

Appendix F

Certificate(s) of Insurance W.O. 12-16 IWPI--Water Distribution System Study

Attach Certificate(s) of Insurance

DRAFT

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: W.O. 12-29--Solid Waste Management Plan, Professional Services
Agreement with Great West Engineering

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The City Solid Waste Division in the Public Works Department has requested a formal study to be performed and used in conjunction with the existing Master Plan to improve operations and develop alternatives for future expansion and service. The Solid Waste Management Plan (SWMP) will identify existing systems and facilities, complete a needs assessment to include projections of future waste generation and options for future waste programs and facilities and will identify various alternatives to meet the assessed needs. A landfill expansion, utilizing land already owned by the City and adjacent to the current landfill, will also be investigated. Preliminary surveying, mapping, geotechnical, hydrogeology, and soils studies will be completed to initiate the lengthy process of licensing the area. A copy of the contract draft is available for viewing at the City Clerk's office.

Proposals were requested from qualified consulting firms to provide these professional services. Great West Engineering, Inc. (Great West), with HDR Engineering as a subconsultant partner, was chosen as the preferred consultant.

ALTERNATIVES ANALYZED

The Council may:

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

FINANCIAL IMPACT

The project is being funded by Solid Waste funds approved in the FY 2012 budget. There are sufficient funds available to cover the costs of the Professional Services Contract.

RECOMMENDATION

Staff recommends that Council authorize the Mayor to execute the Professional Services Agreement with Great West Engineering for W.O. 12-29--Solid Waste Management Plan in the not-to-exceed amount of \$460,000.00.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: W.O. 12-21--Water Treatment Facility Chemical Building and Disinfection Improvements, Professional Services Agreement with HDR Engineering

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The Chemical Feed Building at the City's Water Treatment Facility was constructed 58 years ago. The HVAC systems are old, inefficient, and difficult to maintain. The building houses various systems used currently or in the past to control disinfection and other treatment of produced water. The pumps in these systems are old and in need of replacement. Some equipment is no longer in use but is still on-site and should be removed. In addition to the building and unit process improvements, disinfection is a major issue to be evaluated. The chlorine system does not meet current building codes for such systems. Prior to committing funds to rehabilitate the existing system, a decision regarding the best approach to future disinfection is required. A consultant is needed to evaluate and recommend alternatives for renovations to the Chemical Building, disinfection options related to current and future regulations, and characteristics of the City's source water. The study report to be completed by the consultant will be used by the City to determine the best way to proceed with these improvements and establish budgets for future capital improvement projects.

Proposals were requested from four qualified consulting firms to provide professional services of completing the study and associated report. 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

This project is being funded by water funds approved in the FY 2012 budget. There are sufficient funds available to cover the costs of the Professional Services Agreement. The contract is in the amount of \$ 96,900.00.

RECOMMENDATION

Staff recommends that Council authorize the Mayor to execute the Professional Services Agreement with HDR Engineering, Inc. for W.O. 12-21--Water Treatment Facility Chemical Building and Disinfection Improvements in the amount of \$96,900.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

WO 12-21 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. 12-21—Water Treatment Facility Chemical Building and Disinfection Improvements

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

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 11 Sections of General Provisions;
- Appendix A consisting of 5 pages (Basic Services of Consultant);
- Appendix B consisting of 1 pages (Methods and Times of Payment);
- Appendix C consisting of 1 pages (Additional Services of Consultant);
- Appendix D consisting of 1 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 pages (Project Schedule);
- Appendix F consisting of 2 pages (Certificate(s) of Insurance); and

PART I SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his/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 hard copy as-built drawings and 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 June 30, 2013.

Section 4. Compensation; Method of Payment.

- A. Subject to the Contractor's satisfactory performance, Billings shall pay the Contractor no more than Ninety Six Thousand Nine Hundred and no/100 dollars (\$96,900.00) 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 the Contractor for all services provided not under dispute in the invoice. Billings will pay Contractor within 30 days of receiving an acceptable invoice.

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

- A. If Billings terminates the Contractor's services for convenience, Billings shall pay the Contractor for its actual costs reasonably incurred in performing before

termination and Billings shall pay for services rendered prior to termination. Payment under this Subsection shall never exceed the total compensation allowable under Section 4 of this Part. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Billings.

- B. If the Contractor's services are terminated for cause, Billings shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Contractor under this Contract shall become the property of Billings at its option.
- C. If the Contractor receives payments exceeding the amount to which it is entitled under Subsections A or B of this Section, he shall remit the excess to the Administrator within 30 days of receiving notice to do so.
- D. The Contractor shall not be entitled to any compensation under this Section until the Contractor has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and any deliverables prepared by the Engineer as defined in the Scope of Services 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 as defined as deliverables in the Scope of Services and produced by the Contractor under this Contract shall be the property of Billings, which shall retain the non-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 deliverables 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 deliverables developed under this contract. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation, and the original 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 professional services necessary for the performance of this Contract, provided:

- A. Every subcontract shall be reduced to writing and contain a precise description of the services to be provided and the nature of the consideration paid therefor.
- B. Every subcontract under which the 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 current and applicable statutes, ordinances, rules and regulations at the time of the execution of the Contract. 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 to the extent arising from wrongful or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the Contract.
- B. Where claims, lawsuits or liability, including attorneys' fees and costs to the extent arise from wrongful or negligent act of both Billings and the 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 to the extent 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: _____

Name: _____

ATTEST:

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 City of Billings W.O. 12-21 – Water Treatment Chemical Building/Disinfection Improvements. The purpose of the project is to evaluate upgrades to the existing Chemical Building and to evaluate disinfection options. In addition to the Chemical Building, the remaining portions of the chemical system will be evaluated to determine any needed improvements.

The scope of work is summarized below.

- Evaluate Chemical Building
 - o Determine what equipment (piping, valving, instrumentation, etc.), if any, is or will not be in operation to allow for its removal.
 - o Determine what remodel/replacement work should be done to improve energy efficiency of HVAC system, electrical, lighting, doors & windows, etc.
- Evaluate Chemical System
 - o Review chemicals being used and recommend any changes.
 - o Review Bulk Chemical Building to determine improvements required to meet needs of recommended chemicals and ability to meet code requirements associated with recommended chemicals.
 - o Review remaining portions of the chemical system including piping, valving, instruments and feed locations to determine any improvements.
- Disinfection Options Evaluation.
 - o Evaluate long-term appropriateness of continued use of chlorine gas in terms of cost, risk and availability.
 - o Evaluate disinfection options beyond chlorine gas for primary and secondary disinfection.
 - o Evaluate options for changing to a different disinfection system, in a short time frame, should chlorine gas suddenly be unavailable.

DETAIL SCOPE OF SERVICES

The scope of services that will be utilized on the Billings Water Treatment Plant Chemical Building/Disinfection Improvements project is presented in the summaries for Tasks 100 through 400. The scope of services is organized as follows:

<u>Task Series</u>	<u>Description</u>
100	Project Management and Coordination
200	Chemical System Evaluation
300	Disinfection Alternatives Evaluation
400	Prepare Study Report

TASK SERIES 100

101– Project Initiation

The purpose of this task will be to review project goals and objectives, review project schedule and kick-off the project internally.

102 – Meetings with City Staff

During the design phases of the project, key members of the Consultant design team will meet with the City staff to review the project. Four meetings are planned.

103 – Project Management

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

TASK SERIES 200 – CHEMICAL SYSTEM EVALUATION

In this task, entire chemical system will be evaluated to determine appropriate chemicals and ability of current facilities to meet current and future requirements and regulations. Specific tasks include the following:

201 – Provide Schematics of Chemical System

HDR will utilize existing schematics and new schematics to develop a complete set of schematics of the existing chemical system including disinfection. 6 schematics assumed. One for each chemical being used and two overall schematics.

Deliverable:

- Chemical system schematics.

202 – Chemical Facilities Summary

Summarize all the equipment, tanks, instruments and other components of the chemical system including disinfection components.

Deliverable:

- Summary tables of components for use in Report.

203 – Review Data

Obtain, compile and review raw water data, pretreated water data and finished water data.

Deliverable:

- Summary data.

204 – Evaluate and Recommend Chemicals

Evaluate existing chemicals and other chemicals for cost effectively meeting the treatment requirements of the raw water and for meeting safety and risk issues. Provide recommendations for City Staff review.

205 – Evaluate Facilities to meet Chemical System Criteria

Evaluate the Chemical Building, Bulk Chemical building and other chemical system components for meeting the needs of the recommended chemicals including code requirements. Building architecture, structure, HVAC and 120/240v electrical components will be evaluated. Tanks, pumps, instruments and other associated items will be reviewed.

206 – Determine Recommended Facilities and Estimated Costs

From evaluation in Subtask 205 develop recommendations for chemical facility improvements and the associated costs.

Deliverable:

- Recommended facilities and costs for inclusion in Report.

207 – Review Recommendations with City Staff

Review recommendations and costs with City Staff. Finalize recommendations.

TASK SERIES 300 – DISINFECTION ALTERNATIVES EVALUATION

In this task alternatives for disinfection facilities will be evaluated and costs compared.

301 – Develop Disinfection Alternatives

Compile relevant alternatives for primary and secondary disinfection for the WTP. Include advantages and disadvantages of each as they pertain to Billings. Evaluate provisions for a disinfection system that could be implemented in a short time frame if chlorine gas were no longer available. Coordinate with Montana Department of Environmental Quality as needed for evaluation of alternatives.

302 – Develop Budgetary Costs for Relevant Alternatives

For alternatives developed in Subtask 301 develop capital and O & M costs for each for comparison of present worth.

Deliverable:

- Recommended alternatives and costs for inclusion in Report.

303 – Review Alternatives with City Staff

Review recommendations and costs with City Staff. Finalize recommendations.

TASK SERIES 400 – PREPARE STUDY REPORT

In this task the previous work components will be summarized in a report that can be used for planning future chemical system improvements.

401 – Prepare Draft Report

Prepare a draft report summarizing the chemical systems, recommended chemical system improvements, recommended disinfection alternative and implementation sequence.

402 – Conduct Internal Review and Incorporate Results

A senior technical expert in chemical and disinfection systems will provide review of the recommendations and report. Applicable comments will be incorporated.

403 – Review with City Staff and Incorporate Comments

HDR will provide draft copies of the Report and review the Report with City Staff. From the review, final copies of the report will be completed.

Deliverables:

- Draft copies of the Report (5)
- Final copies of the Report (5)

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:

1. Project Initiation, Coordination and Management	\$ 9,700.00
2. Chemical System Evaluation	\$ 40,500.00
3. Disinfection Alternatives Evaluation	\$ 24,000.00
4. Prepare Study Report	<u>\$ 22,700.00</u>
	\$ 96,900.00

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

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

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study shall be paid for 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. Extra services may include, but are not limited to:

- 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 June 26, 2012, the completion date for the Engineer's work shall be:

- A. Review of Existing Facilities – September 28, 2012
- B. Development of preliminary recommendations for chemical system and disinfection system – November 30, 2012
- C. Completion of Draft Report – January 27, 2013
- D. Completion of Final Report – February 24, 2013

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

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

Appendix F

Certificate(s) of Insurance

Certificate(s) of Insurance attached.



CERTIFICATE OF LIABILITY INSURANCE

6/1/2013

DATE (MM/DD/YYYY)

5/22/2012

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 64112-1906 (816) 960-9000	CONTACT NAME:		
	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:		
INSURED 13147 HDR ENGINEERING, INC. ATTN: LOUIS J. PACHMAN 8404 INDIAN HILLS DRIVE OMAHA, NE 68114-4049 BELLEVUE/KATIE WARD	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Fire Insurance Company		19682
	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 VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC	N	N	37CSEQU0950	6/1/2012	6/1/2013	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 A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	N	N	37CSEQU0951 (AOS) 37CSEQU0952 (HD) 37MCPQU1160 (MA)	6/1/2012 6/1/2012 6/1/2012	6/1/2013 6/1/2013 6/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$	N	N	ZUP-10R64084-12-NF (EXCLUDES PROF. LIAB)	6/1/2012	6/1/2013	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) If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	91WEOH1000	7/1/2012	7/1/2013	☒ WC STATUTORY LIMITS ☐ OTHER 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	EOC9260026-05	6/1/2012	6/1/2013	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 INSURED AS RESPECTS GENERAL & AUTOMOBILE LIABILITY, AS PER WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES.

CERTIFICATE HOLDER**CANCELLATION**

2824447

CITY OF BILLINGS
PUBLIC WORKS DEPARTMENT
ATTN: DAVE MUMFORD
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: 06/25/2012

TITLE: CTEP Project Specific Agreement – Aronson Bypass Trail

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 Aronson Bypass Trail in March 2012. This project will construct a 10-foot wide hard-surfaced bicycle and pedestrian path approximately 1,500 feet in length. This connection will provide a trail link from the trail on the west side of Swords Park North to the sidewalk just east of Swords Lane on the north side of Airport Road. It will provide a corridor away from vehicular traffic for bikes and pedestrians to access the Main Street Underpass from the sidewalk along the west side of Main Street. The local match for this project is being provided by BikeNet. The administration of the construction project will be through the City of Billings Parks, Recreation & Public Lands (PRPL). 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 February 21, 2012. 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 Aronson Bypass Trail to begin project development.

ALTERNATIVES ANALYZED

The Council may:

- Approve the CTEP Project Specific Agreement and authorize the Mayor to sign.
- Not approve the CTEP Project Specific Agreement. This would result in the loss of CTEP funding for this project.

FINANCIAL IMPACT

The funding breakdown for this project is as follows:

CTEP Grant	\$205,498
BikeNet	\$ 31,852
Total Funds Available	\$237,350

RECOMMENDATION

Staff recommends that Council authorize the Mayor to execute the CTEP Project Specific Agreement for the Aronson Bypass Trail Project.

APPROVED BY CITY ADMINISTRATOR

Attachments

Project Specific Agreement

Project Location Map

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 7934, titled ARONSON BYPASS TRAIL-BLNGS (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 \$237,350; 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 CTEP project described as the design and construction of a 10' wide hard-surfaced bicycle and pedestrian path approximately 1,500' in length.
2. The project will be located in Billings north of Alkali Creek Road from a point approximately 400' west of Aronson Avenue to just east of the intersection of Alkali Creek Road and Airport Road.
3. The purpose of this project is to provide a safe and convenient bicycle and pedestrian facility.
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)	\$ 27,600
[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)	\$ 18,400
[9502] Construction (86.58% CTEP)	\$ 191,350
Total	\$ 237,350

City of Billings	Project	CTEP Funds	Local Match	Additional Contribution
Direct Costs	\$ 237,350	\$ 205,498	\$ 31,852	\$ -0-
TOTAL	\$ 237,350	\$ 205,498	\$ 31,852	\$ -0-

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 \$31,852 local match. The Federal cost participation (CTEP funds) will be \$205,498 of the estimated total project cost of \$237,350. The City will be responsible for 100% of all costs exceeding the proposed \$237,350 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: 06/25/2012

TITLE: Library Security Guard Agreement

PRESENTED BY: Bill Cochran

Department: Library

Information

PROBLEM/ISSUE STATEMENT

The City Council approved a four-year agreement with Guardian Security for Library guard service on June 13, 2011. The agreement allows the City and Guardian to negotiate a new hourly rate for the service annually on the anniversary date of the agreement. For the second year of the agreement Guardian has proposed a new hourly rate of \$17.90, which is a \$.40 per hour, or approximately 2% increase over the current amount.

ALTERNATIVES ANALYZED

City Council may

- approve the hourly rate of \$17.90 for the second year of the four-year agreement with Guardian Security or
- not approve the hourly rate of \$17.90 for the second year of the four-year agreement with Guardian Security.

FINANCIAL IMPACT

The estimated annual cost for the second year of the four-year agreement is \$72,960. The Library has sufficient funds in the proposed FY13 budget to cover the cost of the services.

RECOMMENDATION

Staff recommends that Council approve the hourly rate of \$17.90 for the second year of the four-year agreement with Guardian Security.

APPROVED BY CITY ADMINISTRATOR

Attachments

Guardian Security Agreement



LIBRARY SECURITY GUARD SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2012, by and between the **CITY OF BILLINGS PARMLY LIBRARY, 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 Guardian Security & Investigations, Inc., of the State of Montana, P.O. Box 80633, Billings, Montana 59108, 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 Library Security Guard Services 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 July 1, 2012, and will terminate on June 30, 2013. The parties may extend this agreement, by mutual concurrence, for two (2) one-year terms, 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 \$17.90 per hour per officer for the work describe in the Scope of Work – Exhibit A. Each month the Contractor shall present an invoice to the City describing the work for which it seeks payment and documenting the hours worked by the security officer in the previous month. One officer will be assigned to the facility unless the parties mutually agree in writing to assignment of additional officers.

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.

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 at its own expense the 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, as well as Commercial Automobile Liability insurance in the minimum amount of \$1.5 million per occurrence, naming the City as an additional insured. The insurance must be in a form suitable to City.**

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.

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: Either party has the right to cancel and terminate this Agreement forthwith upon giving thirty (30) days written notice.

If either party fails to comply with any condition of this Agreement at the time or in the manner provided for and the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party, the other party may, at its option, terminate this Agreement and be released from all obligations. 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 Administrative Coordinator Mary Murphrey and Contractor's designated liaison with City is Gary Gahagan.

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

Guardian Security & Investigations Inc.
CONTRACTOR

By _____
THOMAS W. HANEL, MAYOR

By _____
GARY GAHAGAN, CEO

APPROVED AS TO FORM:

By _____
BRENT BROOKS, City Attorney



EXHIBIT A

SCOPE OF WORK

Contractor will provide one (1) security guard on the Library's property at 510 North Broadway according to the following schedule:

On days that the Library is open, the duty schedule shall be as follows,

Monday-Thursday	7:30 a.m. – 9:30 p.m.
Friday	7:30 a.m. – 6:30 p.m.
Saturday	7:30 a.m. – 5:30 p.m.
Sunday	12:30 p.m. – 5:30 p.m.

Contractor and Library may adjust this schedule by mutual written agreement.

The Library is closed on City legal holidays and on Sundays from Memorial Day through Labor Day. Security coverage will not be required on these days.

Security coverage will include, but not be limited to, patrol of the grounds and parking lots, the perimeter of the Library facility, and all publicly accessible interior areas of the facility while open, and other security duties as assigned by the Library Director.

Patrol duties will include, but not be limited to, observing, and intervening to address, criminal activities and violations of the Library's policies and guidelines for conduct; checking all doors and elevators for appropriate lock status; and other activities to enhance the safety and security of Library facility.

The Contractor shall provide, at its expense, uniforms approved by the Library, for all Library security officers.

In addition, Contractor will make provisions for radio or cellular telephone contact with Library staff in a form approved by the Library. Security agents will be required to respond immediately upon contact by staff through this or other means.

Security agents will maintain regular communication with Library managers and/or designated staff, including submission of detailed daily reports in a form approved by the Library.

Although no regular comprehensive coverage of the facility is desired beyond the hours noted



above, Contractor will provide random checks of the exterior and grounds of the facility from three (3) to six (6) times per evening, including days when the Library is closed, and will monthly provide to the Library written documentation of the checks.

The Library agrees to notify Contractor as soon as possible of any changes in procedures that might affect the Library's security or the security officer's performance in their duties.

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: Vehicle Lease Agreement with Underriner Motors for City County Special Investigations Unit (CCSIU)

PRESENTED BY: Rich St. John

Department: Police

Information

PROBLEM/ISSUE STATEMENT

For many years the Billings Police Department has had officers operating in an undercover capacity. The work entails the use of unmarked cars that are different from standard detective vehicles. Because undercover officers and their equipment are routinely exposed to the criminal element, it is necessary to rotate equipment. The reason for frequent rotation of cars is to ensure the safety of the undercover officer and to prevent the operation from being compromised. Major car dealers in the City have been contacted for bids for these vehicles. Underriner Motors is the only dealer interested in leasing vehicles to the City for special operations purposes. Staff recommends that Council approve leasing six (6) vehicles from Underriner Motors for the City-County Special Investigations Unit (CCSIU) from July 1, 2012, to June 30, 2013, in the amount of \$30,600.

ALTERNATIVES ANALYZED

Council May:

- Approve leasing undercover cars from Underriner Motors; or
- Not approve the lease.

FINANCIAL IMPACT

The cost of leasing 6 vehicles will be \$30,600 (\$425 per vehicle per month) and the dollars have been budgeted in the Drug Forfeiture Fund for FY 13.

RECOMMENDATION

Staff recommends that the Council approve leasing six (6) undercover vehicles from Underriner Motors for the City employees in the CCSIU from July 1, 2012, to June 30, 2013, in the amount of \$30,600.00.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: Fiscal year 2013 Landfill Use Agreements

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The Billings Regional Landfill currently accepts waste from adjoining counties and cities and towns within those counties. This is accomplished with annual agreements with those entities. There is no increase in landfill tonnage rates for FY 2013. However, the current agreements expire June 30, 2012 and staff recommends renewing these agreements in order to continue the current practice.

ALTERNATIVES ANALYZED

City Council may:

- Approve the agreements with each entity; or
- Disapprove agreements with each entity

FINANCIAL IMPACT

These agreements specify an annual fee of \$496,700 for Yellowstone County and \$18 per ton of waste for all other entities. The rates include a 10% surcharge for Yellowstone County and 20% surcharge for all other entities. These agreements will generate approximately \$1,850,000 in revenue for fiscal year 2013.

RECOMMENDATION

Staff recommends the City Council approve and authorize the Mayor to sign the one-year Use Agreements with:

Yellowstone County	Bighorn County	Town of Joliet
Town of Fromberg	Stillwater County	Musselshell County
Town of Columbus	Town of Bridger	City of Laurel
Town of Hysham	Treasure County	City of Red Lodge
City of Big Timber	Carbon County	

APPROVED BY CITY ADMINISTRATOR

Attachments

Landfill agreement

Yellowstone County

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2012, by and between COUNTY and the CITY OF BILLINGS, MONTANA, a municipal corporation, herein called the CITY,

WITNESSETH:

WHEREAS, COUNTY is desirous of using the landfill facilities of the CITY for the disposal of solid waste generated within COUNTY.

WHEREAS, the CITY is willing to allow COUNTY use of its landfill facilities during normal published operating times which currently are seven (7) days a week between the hours of 8:00 A.M. and 5:30 P.M. during the period of March through November and six (6) days a week between the hours of 8:00 A.M. and 5:30 P.M. Monday through Saturday during the period of December through February.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. That the CITY will permit the disposal of solid waste, except industrial wastes, collected or contracted by COUNTY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste pursuant to all rules, regulations, and limitation of Billings Municipal Code, Chapter 21.

2. That COUNTY agrees to pay the CITY for the use of said landfill facilities at the rate of of \$17.14 per ton plus a five percent (5%) franchise fee for a total rate of \$18.00 per ton as weighed on the landfill scale. Should the scale be inoperable, the rate will be \$2.17 per cubic yard of non-compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$2.28 per cubic yard of non-compacted solid waste and \$5.71 per cubic yard of compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$6.00 per cubic yard of compacted solid waste as determined by the load capacity of the vehicle used to haul said solid waste regardless of the actual size of the load.

3. The Billings City Council has adopted a policy for separate Landfill charges for the disposal of special waste, dead animals, non-processed tires, and asbestos. Said charges will apply in addition to, or in lieu of, the amount specified in paragraph two above, but it is further understood that the CITY will not hold COUNTY liable for these additional charges but will bill said charges direct to the individual company or entity physically depositing said special waste, dead animals, non processed tires and asbestos at the landfill.

4. Only solid waste generated within the political jurisdiction of COUNTY can be disposed of in the City of Billings landfill.

5. No liquid waste or hazardous waste as defined by the E.P.A. and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal.

6. It is further understood and agreed that this agreement shall be effective for Twelve (12) Months from and after the 1st day of July 2012, unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to COUNTY.

7. COUNTY waives any and all claims and recourse against the CITY OF BILLINGS, including the right to contribution for loss or damage to persons or property, arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Further, COUNTY shall indemnify, hold harmless and defend the CITY OF BILLINGS against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the CITY OF BILLINGS in any way resulting from the negligent acts or omissions of COUNTY, its agents, employees or representatives under this Agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. The CITY OF BILLINGS agrees to notify COUNTY in writing, within ten (10) days of any claim made against the CITY OF BILLINGS on the obligations indemnified against.

8. It is further understood and agreed that COUNTY may terminate this agreement at any time upon payment in full of any monies owing under this agreement and upon written notice Ninety (90) days in advance to the CITY.

DATED THIS ____ day of _____, 2012.

COUNTY

CITY OF BILLINGS

THOMAS HANEL, MAYOR

CARI MARTIN, CITY CLERK

APPROVED AS TO FORM:

Billings City Attorney

AGREEMENT

The YELLOWSTONE COUNTY SOLID WASTE DISPOSAL DISTRICT (the District) and THE CITY OF BILLINGS, MONTANA, a municipal corporation (the City) agree as follows:

1. The City agrees to allow the District and all of its residents to use its Class Two Landfill Facility (Facility) for disposal of solid waste generated within the area of the District during all of the normal operating times of the Facility.
2. Use of the Facility by the District shall be pursuant to all rules, regulations and limitations of Billings Municipal Code Chapter 21, and to all federal and state laws and regulations.
3. The effective date of this Agreement shall be from July 1, 2012 through June 30, 2013.
4. For the period from July 1, 2012 through June 30, 2013, the District agrees to pay the City the sum of four hundred ninety six thousand seven hundred dollars (\$496,700) for the District's use of the Facility. One-half of this amount shall be paid by December 15, 2012, and the other half shall be paid by June 15, 2013.
5. It is agreed that the City collects a separate landfill charge for the disposal of construction and demolition refuse, dead animals, non-processed tires, and asbestos. The City will continue to collect such charges in addition to the amounts paid under the terms of this Agreement, but will not hold the District liable for these additional charges, instead directly charging the individual company or person physically depositing said refuse at the Facility.
6. Either party may terminate this Agreement at any time with or without cause, upon six months written notice to the other party. In the event of such termination, a pro rata payment shall be paid or refunded, depending upon the termination date.
7. Each of the parties hereto shall indemnify, hold harmless and defend the other party against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party that may arise as a result of the other party's negligence.

Dated this _____ day of _____, 2012

**YELLOWSTONE COUNTY
SOLID WASTE DISPOSAL DISTRICT**

CITY OF BILLINGS

By: _____
Chairman

By: _____
Thomas Hanel, Mayor

By: _____
Cari Martin, City Clerk

Approved As To Form:

By: _____
City Attorney

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: Terminal Building Lease with Transportation Security Administration

PRESENTED BY: Tom Binford

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

The Transportation Security Administration (TSA) has been an Airport tenant since 2002. TSA's Terminal Building Lease expired on May 31, 2012. The TSA desires to continue to lease the space it currently is using in the Terminal. Staff has worked with the General Services Administration (GSA) on a new five-year lease for the TSA, with the term beginning June 1, 2012 and expiring on May 31, 2017. Under the proposed lease, TSA will continue to lease 2,485 square feet of office and basement storage space in the Terminal.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the Lease continuing the TSA's tenancy in the Terminal Building; or
- Not approve the Lease continuing the TSA's tenancy in the Terminal Building.

FINANCIAL IMPACT

The Lease will generate annual rental revenue for the Airport of \$98,157.48, for a total of \$490,787.40 over the entire five-year lease term.

RECOMMENDATION

Staff recommends that Council approve Lease Agreement #GS-08P-14691 for the Terminal Building Lease with the U.S. Government for the benefit of the TSA, for the term beginning June 1, 2012 and ending on May 31, 2017.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: Assignment, Transfer and Amendment One of West End Hangar Ground Lease from Drew C. and/or Jennifer R. White to Susan J. Weaver

PRESENTED BY: Tom Binford

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

On May 29, 2007, John M. and/or Marcia A. Nash entered into two (2) twenty-year, West End Hangar Ground Leases with the City of Billings, and subsequently built a 7,200 square foot duplex-style hangar containing two 3,600 square foot units on a leased parcel located in Township 1 North, Range 25 East, Section 25, and referred to as Lots 10 and 11. On November 13, 2007, the Nashes sold one-half of this hangar, Hangar Unit #2807, to Drew C. and/or Jennifer R. White. The Whites now desire to sell this hangar to Susan J. Weaver. This Assignment, Transfer and Amendment One will formally transfer the Ground Lease on Lot 11 from Drew C. and/or Jennifer R. White to Ms. Weaver. Additionally, certain sections of the Lease, such as the insurance language, will be amended to update the language to that which is current today.

ALTERNATIVES ANALYZED

The City Council may:

- Approve all the documents transferring the leased parcel and hangar ownership from Drew C. and/or Jennifer R. White to Susan J. Weaver, and amending the Lease to update certain sections to current lease language; or
- Not approve all the documents transferring the leased parcel and hangar ownership from Drew C. and/or Jennifer R. White to Susan J. Weaver, and amending the Lease to update certain sections to current lease language.

FINANCIAL IMPACT

There is no financial impact to the Airport from this action. The right of assignment and transfer is permitted under the City's Ground Lease, as is the ability to make amendments prior to assignment and transfer. The name on the Lease is all that changes with this Assignment, Transfer and Amendment One; all terms and conditions remain in full force and effect and binding on the new hangar owner. Copies of the Assignment, Transfer and Amendment One and all associated documents are on file in the City Clerk's office.

RECOMMENDATION

Staff recommends that Council approve the Assignment, Transfer and Amendment One of the West End Hangar Ground Lease from Drew C. and/or Jennifer R. White to Susan J. Weaver, and all associated documents to finalize the transfer.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: Memorandums of Understanding for Middle School and High School School Resource Officers (SROs)

PRESENTED BY: Rich St. John

Department: Police

Information

PROBLEM/ISSUE STATEMENT

The City of Billings and the Billings Public Schools have enjoyed a 17 year history with the School Resource Officer (SRO) Program in the middle schools and the high schools. The attached Memoranda of Understanding make provisions for program objectives, guidelines, financial consideration and for terminating the agreements. The MOUs are for the period of July 1, 2012 to June 30, 2013. The School Board approved both MOUs at their meeting of May 21, 2012. The School Resource Officer Program is a collaborative effort by certified law enforcement officers, educators, students, parents, and the community, to offer a liaison program in both the middle and high schools to reduce crime, drug abuse, violence, and provide a safe school environment. The Program also provides networking, public relations, and relationship building between the City, Police Department, the School District and the community. City Council is being asked to approve the MOUs for the middle schools and high schools in the amount of \$117,832.

ALTERNATIVES ANALYZED

Council may:

- Approve the MOUs for the SRO Program in the middle and high schools; or
- Not approve the MOUs for the SRO Program in the middle and high schools. The effect would be that the City would have to supply the \$117,832 that the Billings Public Schools contributes to the program or modify/reduce the program.

FINANCIAL IMPACT

The approximate total cost for the two officers in the middle school SRO positions and the three officers in the high school SRO positions is \$357,311.08. The Billings Public Schools provide a payment of \$117,832 (\$53,560 for the middle schools and \$64,272 for the high schools) to help defray some of the salary and benefit costs for the five officers.

RECOMMENDATION

Staff recommends Council approve the SRO Program Memoranda of Understanding with Billings Public Schools.

APPROVED BY CITY ADMINISTRATOR

Attachments

MOU - Middle School

MOU - High School

**MEMORANDUM OF UNDERSTANDING
SCHOOL RESOURCE OFFICER PROGRAM
AT BILLINGS MIDDLE SCHOOLS**

**CITY OF BILLINGS POLICE DEPARTMENT
BILLINGS PUBLIC SCHOOLS**

We do hereby agree that it is mutually beneficial to all parties for Billings Police Officers to be assigned as School Resource Officers to schools within the City of Billings. It is understood by all parties that officers are employees of the City of Billings Police Department.

The purpose of this document is to facilitate a clear understanding of roles, duties, and responsibilities. This Memorandum of Understanding (MOU) is being set forth on this _____ day of _____, 2012 with full recognition that the agreement and document must be a living document to allow for program evolution and provide for some City of Billings and Billings School District variances, needs, and future changes. It is recognized that the School Resource Officer Program has enjoyed a seventeen (17) year history within the City of Billings, since a limited pilot project at Billings West High School was implemented by the West End Community Oriented Policing team, and has enjoyed an excellent relationship with the schools. This MOU is being set forth to provide universal clarification of expectations, to minimize confusion, and to provide for consistency between officers, schools, principals, and directors.

The Billings Police Department recognizes and supports the need for safe schools and a safe learning environment for our youth. In furtherance of that goal, the Billings Police Department School Resource Officers shall work in partnership with school officials toward this end. The schools will provide a private office, office furnishings, telephone, and a computer to the SRO for his/her use in the school. The Police Department will provide any required police equipment, including radios and motorized and non-motorized vehicles to the SROs.

MISSION STATEMENT - BILLINGS POLICE DEPARTMENT

The Billings Police Department is committed to improving the quality of life through a customer service, problem solving partnership with the community.

MISSION STATEMENT - SCHOOL RESOURCE OFFICER PROGRAM

Through education and enforcement and by cooperative efforts with the school staff, the students, the parents, the courts, the surrounding neighborhood, and the community's social service organizations, the SRO program strives to assist the schools with providing a safe school and neighborhood environment, and strives to hold juveniles responsible for their actions and prevent individual problems from developing into patterns of delinquency.

**BILLINGS POLICE DEPARTMENT
SCHOOL RESOURCE OFFICER PROGRAM
PROGRAM OBJECTIVES**

1. Friendly contact between the Police Department and the City's youth.
2. Assistance and information sharing concerning problems and issues affecting the schools and students.
3. Education of children regarding the role of laws, courts, and Police in society.
4. Protection and education of children involving molestation, involvement with older law violators, and other harmful influences.
5. Investigation of cases involving juveniles and use of effective alternatives to court whenever possible.
6. Prevention of crime or delinquent behavior by juveniles within the School Resource Officers' areas of assignment.
7. Effective problem solving and liaison with neighborhoods surrounding the **middle schools**, which are affected negatively by the conduct of students.

It should be recognized that School Resource Officers:

- ◆ are encouraged to be a part of Student Council /Groups and School Staff when requested, and to work as a team with other school officials for the betterment of students and the school and neighborhood environment as a whole;
- ◆ are encouraged to work extra curricular activities as requested by the school administrator. It is recognized by all parties that these assignments provide further opportunities for crime prevention and crime detection. Any work by the SRO in this capacity will be approved by the assigned Police Department Supervisor and will be consistent with the FLSA and Police Union Contract. The SRO will not be used as a replacement officer for off-duty/special duty assignments. It will not relieve the School District of the need to provide adequate security at special events. All after hours work shall be approved by the SRO supervisor in advance;
- ◆ are expected to keep the school principal or his designee informed about law enforcement action which occurs on school property and/or which may involve a student. This, of course, will not occur if the information is inappropriate for release according to the Montana Criminal Justice Information Act of 1979;
- ◆ are police officers assigned as Uniform Patrol Officers of the Operations Division of the Billings Police Department. As such, their primary responsibilities are to

investigate criminal cases involving youth, maintain order through the enforcement of local, state and federal laws, to recover stolen property, bring perpetrators to justice, and support the enforcement policies of the Billings Public Schools;

- ◆ are governed by the rules, policies, shifts, schedules, procedures and practices of the Billings Police Department and the City of Billings, under the supervision of an assigned Sergeant;

- ◆ are expected to attend all training, meetings and appointments assigned by the Police Department. It is recognized that some of these will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible but the potential exists that such requirements will take precedence over school presence. The officer shall strive to keep the school principal or his representative informed about his/her absences and/or activities as appropriate on a need to know basis;

- ◆ are governed and covered by the current Collective Labor Agreement between City of Billings and the Montana Public Employees Association-Billings Police Unit;

- ◆ are considered by the City of Billings as "non-exempt" employees covered by the Fair Labor Standards Act and subject to it and the Police Union Contract for compensation and pay; Duty assignment in the summer months, when school is not in session, will be under the direction of the Police Operations Commander. SRO's may also be required to work regular police duty assignments, at other times when school is not in session, when so directed by the Police Operations Commander;

- ◆ are not security guards provided to the school district by the Billings Police Department. They should not be viewed by school officials as a replacement for security, although it is recognized that police presence has a crime prevention impact. If security is needed, the school district is encouraged to employ its own or to contract with a private security provider;

- ◆ are police officers and not school teachers, school administrators, nor school counselors. The officers will assist teachers with classroom presentations on relative topics when requested and able. They will also work with families, individual students and other school staff members with counseling and guidance efforts when requested and appropriate. We, the undersigned, encourage team work, partnerships, cooperation and coordination between the officers, their supervisors and the school administrators and their staff, as well as with the surrounding neighborhood;

- ◆ should not be relied upon or scheduled to serve as bus stop monitors, hallway monitors, nor lunch room monitors. Although, time permitting, SROs should assist school officials who are regularly assigned in these capacities since they provide excellent opportunities to achieve program objectives, including professional and friendly contact with youth, positive relationships and crime prevention.

◆ SROs, School Administration for the respective middle and/or high schools and the assigned Police Supervisor will meet at the beginning of each school year to determine the goals and objectives of the SRO for the respective school. An assessment mechanism will be developed jointly, in an effort to determine the effectiveness of the SRO program. Quarterly and year end meetings will be held to determine progress and to make adjustments as needed.

◆ are not intended to substitute for or relieve the building administrators of their primary responsibility for maintenance of discipline and good order in the school.

SELECTION AND FINANCIAL CONSIDERATION

Two (2) officers will be selected by means of a joint selection committee, comprised of three (3) representatives from the Billings School District who will be appointed by the Superintendent of Schools and three (3) representatives from the Billings Police Department who will be appointed by the Billings Chief of Police. The Selection Committee will make recommendations to the Chief of Police. While he will duly consider the Committee's recommendations, selection of each School Resource Officer is within the sole discretion of the Chief of Police. Two officers will be assigned to the four Billings Public Middle Schools.

In return for services provided by the two officers, the Billings School District will pay to the City of Billings the sum of Fifty Three Thousand Five Hundred Sixty Dollars (\$53,560) by July 30, 2012.

PROGRAM ASSESSMENT

The School Resource Officer Program will be assessed annually, and the evaluation will be conducted jointly between the Billings Police Department and Billings Public Schools. The following areas, at a minimum, will be used to evaluate the program:

- ◆ Success of established goals and objectives.
- ◆ An internal survey of high school administration, faculty and student council members, primarily concerning perceptions of safety and security.
- ◆ Traditional police-citizen contacts (citations, arrests, FIRs, etc.).
- ◆ Non-traditional police-citizen contacts (meetings attended, problem areas addressed, student or family interviews, etc.).
- ◆ Surrounding neighborhood feedback and reaction to police efforts to address issues concerning the schools and students.
- ◆ Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the Principal.

Each officer's effectiveness in the program will be evaluated at the end of each school term. The Principal will provide input into the evaluation. This may include a

recommendation to the Chief that the officer not be assigned to that school the following year. The Chief will seriously consider the evaluation and the input of the Superintendent when assigning an officer to a building, and will make a good faith effort to address any concerns raised. Ultimately, however, the final decision on which officer will be assigned as a school resource officer is within the sole discretion of the Police Chief.

EFFECTIVE DATE

This Memorandum of Understanding is effective July 1, 2012, and shall remain in effect through June 30, 2013 unless renewed by agreement of both parties or terminated as provided herein.

TERMINATION OF AGREEMENT

Either party may terminate this agreement upon sixty (60) days written notice to the other party. If this agreement is terminated by School District #2, then the full balance of the Fifty Three Thousand Five Hundred Sixty Dollars (\$53,560) will be retained by the City of Billings in order to maintain the middle school SRO program. If the agreement is terminated by the City of Billings, then the pro-rated balance of the Fifty Three Thousand Five Hundred Sixty Dollars (\$53,560) will be refunded to School District #2. The pro-rated balance will be based on the total number of school days for the 2012/2013 school year and the number of school days remaining after the date of termination of the agreement.

NOTICES

All requests, notices, payments, demands, authorizations, directions, consents or waivers or other documents required or permitted under this Agreement shall be in writing and shall be delivered in person to, or deposited postage prepaid in the registered or certified mails of the United States, addressed to the City of Billings at:

Chief of Police, Billings Police Department, City of Billings,
P. O. Box 1554, Billings, MT 59103

or to School District #2 at:

Superintendent, School District #2, Lincoln Center, 415 North 30th Street
Billings, MT 59101

MODIFICATION; ENTIRE AGREEMENT OF PARTIES EXPRESSED

No modification of this Agreement shall be valid or binding unless the modification is in writing, duly dated and signed by both parties.

Executed this ____ day of _____, 2012.

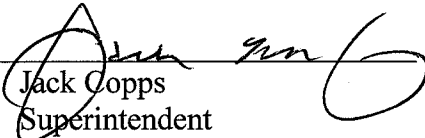
SCHOOL DISTRICT #2

Attest:



LEO HUDETZ
Clerk

By:



Jack Copps
Superintendent

CITY OF BILLINGS

Attest:

City Clerk

By:

Mayor

Approved as to form:



Brent Brooks
City Attorney

SRO Agreement with Middle Schools

**MEMORANDUM OF UNDERSTANDING
SCHOOL RESOURCE OFFICER PROGRAM
AT BILLINGS WEST, SENIOR AND SKYVIEW HIGH SCHOOLS**

**CITY OF BILLINGS POLICE DEPARTMENT
BILLINGS PUBLIC SCHOOLS**

We do hereby agree that it is mutually beneficial to all parties for Billings Police Officers to be assigned as School Resource Officers to schools within the City of Billings. It is understood by all parties that officers are employees of the City of Billings Police Department.

The purpose of this document is to facilitate a clear understanding of roles, duties, and responsibilities. This Memorandum of Understanding (MOU) is being set forth on this _____ day of _____, 2012 with full recognition that the agreement and document must be a living document to allow for program evolution and provide for some City of Billings and Billings School District variances, needs, and future changes. It is recognized that the School Resource Officer Program has enjoyed a seventeen (17) year history within the City of Billings, since a limited pilot project at Billings West High School was implemented by the West End Community Oriented Policing team, and has enjoyed an excellent relationship with the schools. This MOU is being set forth to provide universal clarification of expectations, to minimize confusion, and to provide for consistency between officers, schools, principals, and directors.

The Billings Police Department recognizes and supports the need for safe schools and a safe learning environment for our youth. In furtherance of that goal, the Billings Police Department School Resource Officers shall work in partnership with school officials toward this end. The schools will provide a private office, office furnishings, telephone, and a computer to the SRO for his/her use in the school. The Police Department will provide any required police equipment, including radios and motorized and non-motorized vehicles to the SROs.

MISSION STATEMENT - BILLINGS POLICE DEPARTMENT

The Billings Police Department is committed to improving the quality of life through a customer service, problem solving partnership with the community.

MISSION STATEMENT - SCHOOL RESOURCE OFFICER PROGRAM

Through education and enforcement and by cooperative efforts with the school staff, the students, the parents, the courts, the surrounding neighborhood, and the community's social service organizations, the SRO program strives to assist the schools with providing a safe school and neighborhood environment, and strives to hold juveniles responsible for their actions and prevent individual problems from developing into patterns of delinquency.

**BILLINGS POLICE DEPARTMENT
SCHOOL RESOURCE OFFICER PROGRAM
PROGRAM OBJECTIVES**

1. Friendly contact between the Police Department and the City's youth.
2. Assistance and information sharing concerning problems and issues affecting the schools and students.
3. Education of children regarding the role of laws, courts, and Police in society.
4. Protection and education of children involving molestation, involvement with older law violators, and other harmful influences.
5. Investigation of cases involving juveniles and use of effective alternatives to court whenever possible.
6. Prevention of crime or delinquent behavior by juveniles within the School Resource Officers' areas of assignment.
7. Effective problem solving and liaison with neighborhoods surrounding the high schools, which are affected negatively by the conduct of students.

It should be recognized that School Resource Officers:

- ◆ are encouraged to be a part of Student Council /Groups and School Staff when requested, and to work as a team with other school officials for the betterment of students and the school and neighborhood environment as a whole;

- ◆ are encouraged to work extra curricular activities as requested by the school administrator. It is recognized by all parties that these assignments provide further opportunities for crime prevention and crime detection. Any work by the SRO in this capacity will be approved by the assigned Police Department Supervisor and will be consistent with the FLSA and Police Union Contract. The SRO will not be used as a replacement officer for off-duty/special duty assignments. It will not relieve the School District of the need to provide adequate security at special events. All after hours work shall be approved by the SRO supervisor in advance;

- ◆ are expected to keep the school principal or his designee informed about law enforcement action which occurs on school property and/or which may involve a student. This, of course, will not occur if the information is inappropriate for release according to the Montana Criminal Justice Information Act of 1979;

◆ are police officers assigned as Uniform Patrol Officers of the Operations Division of the Billings Police Department. As such, their primary responsibilities are to investigate criminal cases involving youth, maintain order through the enforcement of local, state and federal laws, to recover stolen property, bring perpetrators to justice, and support the enforcement policies of the Billings Public Schools;

◆ are governed by the rules, policies, shifts, schedules, procedures and practices of the Billings Police Department and the City of Billings, under the supervision of an assigned Sergeant;

◆ are expected to attend all training, meetings and appointments assigned by the Police Department. It is recognized that some of these will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible but the potential exists that such requirements will take precedence over school presence. The officer shall strive to keep the school principal or his representative informed about his/her absences and/or activities as appropriate on a need to know basis;

◆ are governed and covered by the current Collective Labor Agreement between City of Billings and the Montana Public Employees Association-Billings Police Unit;

◆ are considered by the City of Billings as "non-exempt" employees covered by the Fair Labor Standards Act and subject to it and the Police Union Contract for compensation and pay; Duty assignment in the summer months, when school is not in session, will be under the direction of the Police Operations Commander. SRO's may also be required to work regular police duty assignments, at other times when school is not in session, when so directed by the Police Operations Commander;

◆ are not security guards provided to the school district by the Billings Police Department. They should not be viewed by school officials as a replacement for security, although it is recognized that police presence has a crime prevention impact. If security is needed, the school district is encouraged to employ its own or to contract with a private security provider;

◆ are police officers and not school teachers, school administrators, nor school counselors. The officers will assist teachers with classroom presentations on relative topics when requested and able. They will also work with families, individual students and other school staff members with counseling and guidance efforts when requested and appropriate. We, the undersigned, encourage team work, partnerships, cooperation and coordination between the officers, their supervisors and the school administrators and their staff, as well as with the surrounding neighborhood;

◆ should not be relied upon or scheduled to serve as bus stop monitors, hallway monitors, nor lunch room monitors. Although, time permitting, SROs should assist school officials who are regularly assigned in these capacities since they provide

excellent opportunities to achieve program objectives, including professional and friendly contact with youth, positive relationships and crime prevention.

- ◆ SROs, School Administration for the respective middle and/or high schools and the assigned Police Supervisor will meet at the beginning of each school year to determine the goals and objectives of the SRO for the respective school. An assessment mechanism will be developed jointly, in an effort to determine the effectiveness of the SRO program. Quarterly and year end meetings will be held to determine progress and to make adjustments as needed.

- ◆ are not intended to substitute for or relieve the building administrators of their primary responsibility for maintenance of discipline and good order in the school.

SELECTION AND FINANCIAL CONSIDERATION

Three (3) officers will be selected by means of a joint selection committee, comprised of three (3) representatives from the Billings School District who will be appointed by the Superintendent of Schools and three (3) representatives from the Billings Police Department who will be appointed by the Billings Chief of Police. The Selection Committee will make recommendations to the Chief of Police. While he will duly consider the Committee's recommendations, selection of each School Resource Officer is within the sole discretion of the Chief of Police. One officer will be assigned to each of the three Billings Public High Schools.

In return for services provided by the three officers, the Billings School District will pay to the City of Billings the sum of Sixty Four Thousand Two Hundred Seventy Two Dollars (\$64,272) by July 30, 2012.

PROGRAM ASSESSMENT

The School Resource Officer Program will be assessed annually, and the evaluation will be conducted jointly between the Billings Police Department and Billings Public Schools. The following areas, at a minimum, will be used to evaluate the program:

- ◆ Success of established goals and objectives.
- ◆ An internal survey of high school administration, faculty and student council members, primarily concerning perceptions of safety and security.
- ◆ Traditional police-citizen contacts (citations, arrests, FIRs, etc.).
- ◆ Non-traditional police-citizen contacts (meetings attended, problem areas addressed, student or family interviews, etc.).
- ◆ Surrounding neighborhood feedback and reaction to police efforts to address issues concerning the schools and students.
- ◆ Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the Principal.

Each officer's effectiveness in the program will be evaluated at the end of each school term. The Principal will provide input into the evaluation. This may include a recommendation to the Chief that the officer not be assigned to that school the following year. The Chief will seriously consider the evaluation and the input of the Superintendent when assigning an officer to a building, and will make a good faith effort to address any concerns raised. Ultimately, however, the final decision on which officer will be assigned as a school resource officer is within the sole discretion of the Police Chief.

EFFECTIVE DATE

This Memorandum of Understanding is effective July 1, 2012 and shall remain in effect through June 30, 2013, unless renewed by agreement of both parties or terminated as provided herein.

TERMINATION OF AGREEMENT

Either party may terminate this agreement upon sixty (60) days written notice to the other party. If this agreement is terminated by School District #2, then the full balance of the Sixty Four Thousand Two Hundred Seventy Two Dollars (\$64,272) will be retained by the City of Billings in order to maintain the high school SRO program. If the agreement is terminated by the City of Billings, then the pro-rated balance of the Sixty Four Thousand Two Hundred Seventy Two Dollars (\$64,272) will be refunded to School District #2. The pro-rated balance will be based on the total number of school days for the 2012/2013 school year and the number of school days remaining after the date of termination of the agreement.

NOTICES

All requests, notices, payments, demands, authorizations, directions, consents or waivers or other documents required or permitted under this Agreement shall be in writing and shall be delivered in person to, or deposited postage prepaid in the registered or certified mails of the United States, addressed to the City of Billings at:

Chief of Police, Billings Police Department, City of Billings,
P. O. Box 1554, Billings, MT 59103

or to School District #2 at:

Superintendent, School District #2, Lincoln Center, 415 North 30th Street
Billings, MT 59101

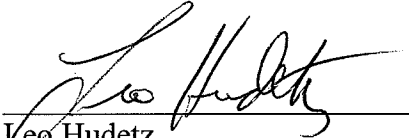
MODIFICATION; ENTIRE AGREEMENT OF PARTIES EXPRESSED

No modification of this Agreement shall be valid or binding unless the modification is in writing, duly dated and signed by both parties.

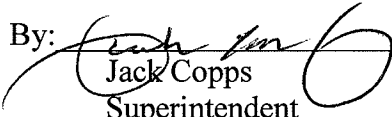
Executed this ____ day of _____, 2012.

SCHOOL DISTRICT #2

Attest:



Leo Hudetz
Clerk

By: 

Jack Copps
Superintendent

CITY OF BILLINGS

Attest:

City Clerk

By: _____
Mayor

Approved as to form:



City Attorney

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: P25 Upgrade for 800 MHz Radios

PRESENTED BY: Paul Dextras

Department: Fire

Information

PROBLEM/ISSUE STATEMENT

In July 2011, the City of Billings awarded the bid for replacing the 800 MHz radio system to Cassidian Communications. The Cassidian radio infrastructure will support the operation of the City's current inventory of portable and mobile radios once each radio has its internal firmware upgraded. EF Johnson Technologies is the sole source for the P25 upgrade for the City's EF Johnson radios. Staff is recommending that the City Council approve a contract with EF Johnson for this work.

ALTERNATIVES ANALYZED

The Analog to P25 Common Air Interface and Multi-Net Analog to P25 Trunking Field Upgrade are proprietary products of EF Johnson Technologies. No other alternatives are available.

FINANCIAL IMPACT

EF Johnson has offered the City of Billings a substantial discount on this upgrade: \$650 per radio X 845 radios in inventory = \$549,250. Administration proposed that excess SID Revolving Loan Fund money be transferred to the General Fund and those funds be used for this purchase.

RECOMMENDATION

Staff recommends that the City Council approve the proposed upgrade of the City's mobile and portable radios in the amount of \$549,250 and that the SID Revolving Loan Fund be used as the source for this payment.

APPROVED BY CITY ADMINISTRATOR

Attachments

Terms and Conditions

Exhibit A

Exhibit B

Exhibit C

Quote Form



SPECIAL TERMS AND CONDITIONS OF SALE

EFJohnson Quote 1099

E.F. Johnson Company ("Seller" or "EFJohnson"), hereby offers to sell to the City of Billings, Montana ("Purchaser") the products and services ("Products") described at the prices indicated on the aforementioned quote, subject to the special terms and, conditions ("Terms") set forth below. Seller's quotation is expressly subject to these special terms and conditions that must be acknowledged in writing by Purchaser. Seller hereby refuses inclusion of any terms proposed or provided by Purchaser with its purchase order ("Purchase Order"), and Seller's delivery of the Products shall not constitute an assent to any such terms.

1. Purchaser agrees to purchase the Products listed on the face side hereof at the price specified thereon. Purchaser's order for Seller's standard Products is firm and cannot be cancelled or changed prior to shipment unless Purchaser pays Seller's restocking fee of twenty-five percent (25%). Purchaser's order for custom Products cannot be changed or cancelled unless Purchaser reimburses Seller for all unrecovered costs incurred by Seller through the date Seller receives notice of Purchaser's cancellation plus twenty percent (20%) of such unrecovered costs. No cancellations will be accepted after shipment for any reason.

2. Partial shipment and partial performance are authorized by Purchaser. Seller will issue invoices to Purchaser for all Products as they are shipped or performed. Payment shall be made thirty (30) days from the date of the invoice. The purchase price does not include sales, use, excise or similar taxes, custom duties, or transfer fees, all of which shall be Purchaser's responsibility. Such taxes and fees, if paid by Seller, shall be charged to Purchaser. Purchaser agrees to pay to Seller interest at the rate of one and one half percent (1½%) per month on all amounts past due until payment is made. Failure to make payments when due shall give Seller the right to refuse to fill any unshipped orders, to stop any shipment in transit, and to exercise any other rights it may have as a Seller. Purchaser agrees to pay Seller all reasonable expenses, including but not limited to attorney's fees, of collection of accounts past due. Letters of Credit or wire payments are required in advance of shipment. If, in Seller's judgment, the financial condition of Purchaser at any time prior to receipt of Products by Purchaser, does not justify continuance of the work or shipment of the Products, Seller may, at its option, require full or partial payment in advance, or may cancel an order or any part thereof.

3. All shipments shall be made FOB Seller's final place of Product manufacture at which time Seller's obligations terminate hereunder, and delivery for shipment to a carrier at the FOB point shall constitute delivery thereof by Seller to Purchaser. All Products are shipped at Purchaser's risk, and Seller shall incur no liability for Products damaged, broken or lost in transit. If shipping instructions are not provided by Purchaser to Seller, Seller may pack and ship the products in such a manner as Seller shall determine without incurring any obligation or liability to Purchaser on account of the manner in which Seller causes same to be packed or shipped.

4. Purchaser agrees and acknowledges that it shall follow the ordering option upgrades instructions attached hereto as Exhibit A to the special terms and conditions when placing its Purchase Order for same. The option upgrade instructions are attached hereto as Exhibit B, and Purchaser hereby acknowledges receipt of same. Purchaser and Seller agree and acknowledge that Purchaser is solely responsible for performing the software upgrades, and Seller has neither responsibility nor liability for same.

5. Products sold hereunder are licensed in accordance with the Software License Agreement attached hereto as Exhibit C to the Special Terms and Conditions. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE TOTAL LIABILITY OF SELLER ON ANY AND ALL CLAIMS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR PATENT INFRINGEMENT) OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY AGREEMENT RESULTING HEREFROM OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF ANY PRODUCTS OR FURNISHING OF ANY SERVICE SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE PRODUCTS WHICH GIVES RISE TO THE CLAIM. EXCEPT AS TO TITLE, ANY SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD THEREOF. IN NO EVENT, WHETHER AS A RESULT OF

BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR PATENT INFRINGEMENT) OR OTHERWISE, SHALL SELLER BE LIABLE FOR PERSONAL INJURY OR LOSS, PROPERTY DAMAGE, OR EXPENSE ARISING FROM THE USE OF SELLER'S PRODUCTS OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED, TO LOSS OF PROFIT OR REVENUES, LOSS OF THE USE OF THE PRODUCTS OR ANY ASSOCIATED PRODUCTS, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF THE PURCHASER'S CUSTOMERS FOR SUCH DAMAGES.

6. Seller makes no representations concerning coverage or the distance at which usable radio signals will be transmitted and received by the Products supplied hereunder. Radio systems are subject to degradation of service from natural phenomenon and other causes beyond the reasonable control of Seller. Seller is not responsible for interference or disruption of service caused by operation of other radio systems, by natural phenomenon, or other interference over which there is no reasonable control.

7. Seller warrants that Seller manufactured Products furnished hereunder and any part thereof, shall be delivered free of rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller, at its expense, shall defend, or may settle, any suit or proceeding against Purchaser if based on a claimed infringement which breaches this warranty. In case any such Product or any part thereof is held to constitute such an infringement and the use of said Product or part is enjoined, Seller, at its expense and option, shall either procure for Purchaser the right to continue using said Product or part, or replace same with a non-infringing Product, or modify same so it becomes non-infringing, or remove said Product and refund the purchase price (less reasonable depreciation for use and any transportation costs separately paid by Purchaser). The foregoing states the entire liability of Seller for patent infringement by such Product or any part thereof, and is subject to the limitation of liability set forth in Paragraph 5 above. The preceding shall not apply to any Product or parts manufactured to Purchaser's design, modified by Purchaser, or to the use of any Product or part furnished hereunder in conjunction with any other equipment in a combination not furnished by Seller as a part of this transaction. As to any such Product, part, or use or combination, Seller assumes no liability whatsoever for patent infringement.

8. Seller reserves the right at any time to discontinue any Product and to make changes or improvements in specifications or design in such Products without incurring any obligations to Purchaser with respect to the past or future sale of such Products.

9. Prices and delivery dates apply only if this offer is accepted by Purchaser via both: (i) placement of a valid Purchase Order with all instructions for ordering satisfied by Purchaser; and (ii) Purchaser's written acknowledgement to Seller of the special terms and conditions herein on or before June 15, 2012 (the "Validity Period"). This offer expires upon the expiration of this Validity Period.

10. Purchaser may inspect the Products and/or confirm the quantity of the Product upon delivery. If special or source inspection is required, man hours necessary for Seller to assist in the performance of it are chargeable at the Seller's inspection rate. Claims for defective or incorrect parts, or shortages, must be reported to Seller in writing within two (2) weeks after Purchaser's receipt of the Products. Failure to make such a claim within the time specified shall relieve Seller of all responsibility therefore. NO RETURNS ARE ALLOWED WITHOUT PRIOR WRITTEN AUTHORIZATION OF SELLER. In the absence of such prior authorization, Seller assumes no responsibility for returned Products nor does it agree to grant a credit therefore. Products are to be returned in accordance with Seller's then current return policy.

11. Purchaser is solely responsible for obtaining and complying with any necessary permits and licenses for the Federal Communications Commission (FCC) or any other Federal, State or local government authority, related to the purchase, installation, construction or operation of any Products purchase hereunder. Seller will assist Purchaser with the details necessary to complete frequency coordination and FCC licensing forms. Purchaser shall be responsible for all FCC application fees and frequency coordination fees.

12. Purchaser agrees that it will comply with all U.S. and/or applicable export laws and that it will not directly or indirectly export, re-export, resell, ship, or divert any product or technical data or software furnished hereunder to any country for which the U.S., at the time of export, requires an export license or other governmental approval without first obtaining such license or approval.

13. Seller shall not be liable for delays in delivery or performance or for failure to manufacture, deliver, or perform due to (i) acts of God, acts of civil or military authority, governmental priorities, supplier shortages, strikes or other labor disturbances, floods, epidemics, war, riots, or delays in transportation; or (ii) causes beyond the reasonable control of Seller or its suppliers, including inability to obtain necessary material components, services or facilities. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of such delay.

EFJohnson Corporate Headquarters 1440 Corporate Drive, Irving, TX 75038-2401 • 800.328.3911
• 972.819.0700 • fax 972.819.2314

14. These special terms and conditions shall be construed in accordance with the State of Montana without regard to its choice of law provisions.

15. These special terms and conditions constitute the entire understanding between the Purchaser and the Seller concerning the subject hereof, any representation, promise, understanding, proposal, agreement, warranty, course of dealing or trade usage not expressly contained or referenced herein shall not be binding on Seller. No modification, amendment, rescission, waiver, or other change shall be binding on Seller unless agreed in writing by Seller. SELLER DOES NOT ASSUME ANY OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THE SALE OF ITS PRODUCTS OTHER THAN THOSE EXPRESSLY STATED IN THESE SPECIAL TERMS, AND DOES NOT AUTHORIZE ANY PERSON (INCLUDING, BUT NOT LIMITED TO, SELLER'S DIRECT SALES FORCE AND SALES AGENTS) TO ASSUME FOR SELLER ANY OTHER OBLIGATIONS OR LIABILITIES.

Purchaser hereby accepts and acknowledges the special terms and conditions set forth herein, and any Purchase Order placed by Purchaser pursuant to Quote 1099 issued by Seller shall be in accordance with same.

City of Billings, Montana

Signature

Print Name

Title

Date

EXHIBIT A

EXHIBIT B

EXHIBIT C

ORDERING OPTION UPGRADES

In order to properly process your option order, we will need the following information:

- A complete list of the model and serial numbers to upgrade
- A screen shot of the options currently in each radio
- A screen shot of the electronic serial number and version information of the radio

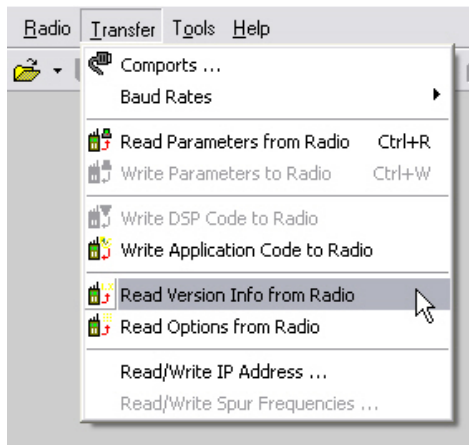
Please follow the process below to provide the needed information. When you have completed the steps, please email your information (with your upgrade sales order number) to techsupport@efjohnson.com and orders@efjohnson.com.

1. Record the serial and model number of the radio

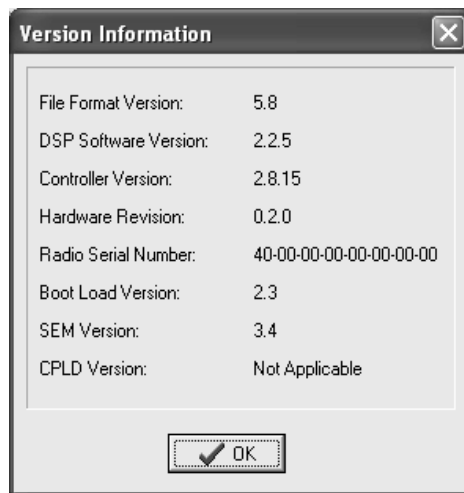
- On 5100 radios, the serial number is found underneath the battery on the back of the radio
- On 5300 radios, the serial number can be found, on the bottom of the radio

2. Retrieve radio information

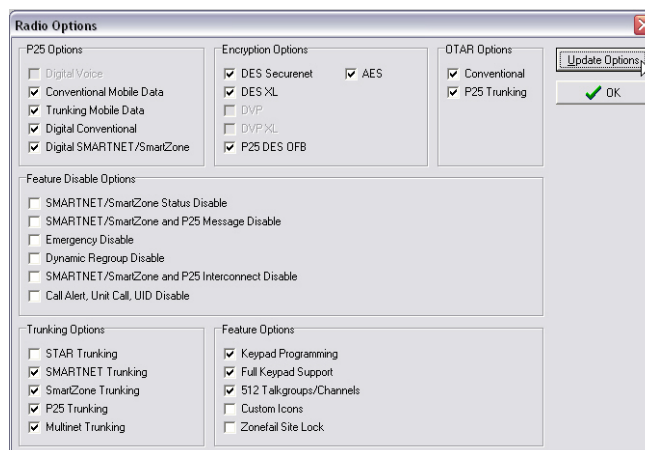
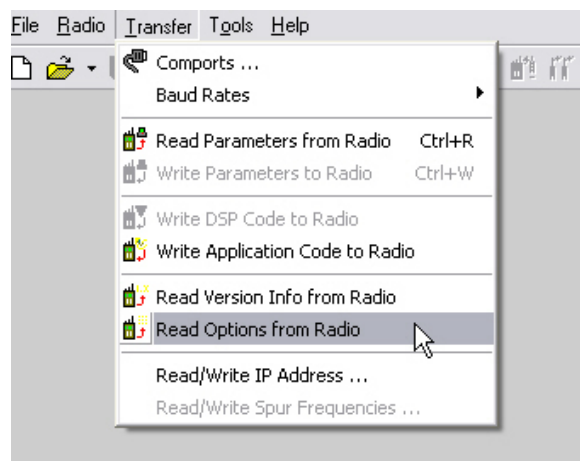
- Open your EFJohnson PC Configure software
- Connect your programming cable to the radio
- Click on the Transfer tab
- Click on Read Version Info from Radio



- When the version information displays (see below example), press and hold CTRL, ALT and PRINT SCREEN
- Open your email or Word document and CTRL V to paste screen shot



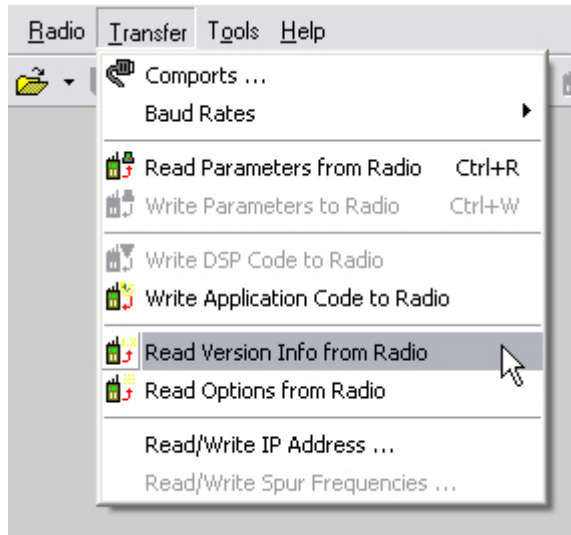
- Now, take a screen shot of the options in the radio
- Select Read Options from Radio



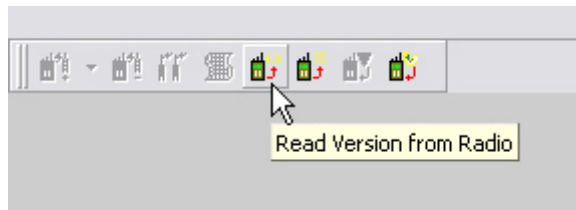
- Take a screen shot of the options (example above) and insert it into your document or email
- Email the requested items to techsupport@efjohnson.com
- Please be sure to provide your contact name and telephone number

OPTION UPGRADE/RESTORE INSTRUCTIONS

1. Save all provided upgrade files to a directory on your computer.
2. Connect programming cable to radio and power radio on.
3. Start PCConfigure.
4. Set baud rate to 19200.
5. Note the 5 digit serial number of the radio being upgraded.
 - A. On 5100 radios, the serial number is found underneath the battery on the back of the radio.
 - B. On 5300 radios, the serial number can be found, on the bottom of the radio.Conversely the serial number can also be found by doing a Transfer → Read Version Info,

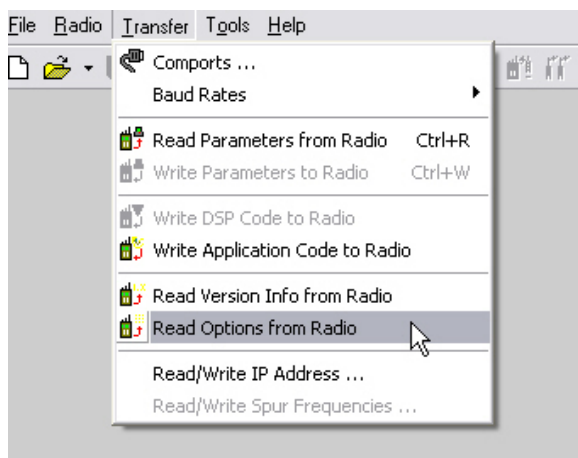


or from the toolbar.

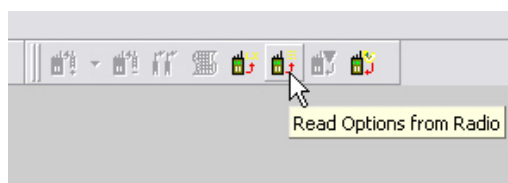


OPTION UPGRADE/RESTORE INSTRUCTIONS

6. Select Read Options from either Transfer→ Read Options from Radio,



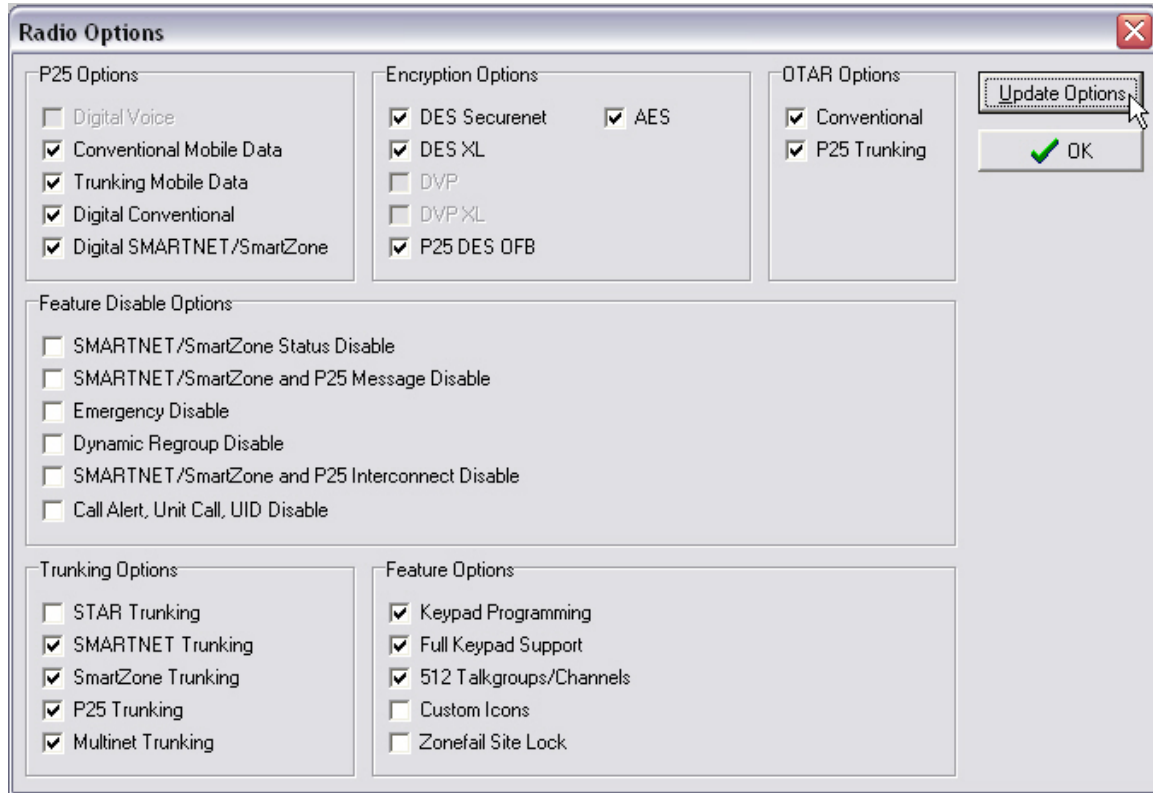
or from the toolbar.



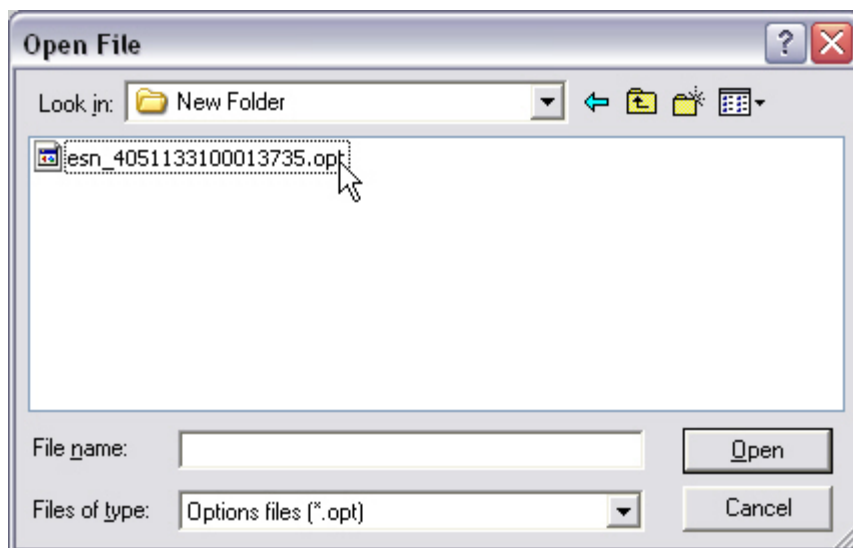
This will show all options currently installed in the radio.

OPTION UPGRADE/RESTORE INSTRUCTIONS

7. To upgrade the options, click on the Update Options button in the upper right corner.

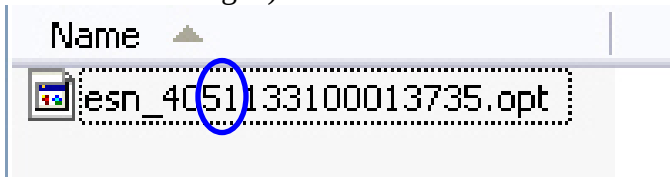


8. Browse to the location the Options files were saved.



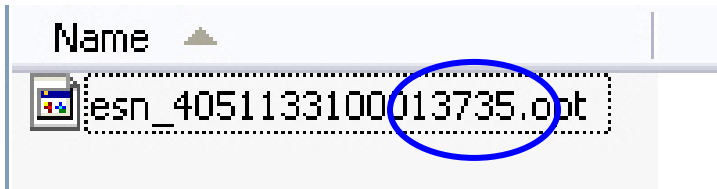
OPTION UPGRADE/RESTORE INSTRUCTIONS

9. To designate the difference between 5300 options files and 5100 options files, look for the 2 numbers in the options file that follow the ESN_40 (or F0_40). (Shown by the circled digits)

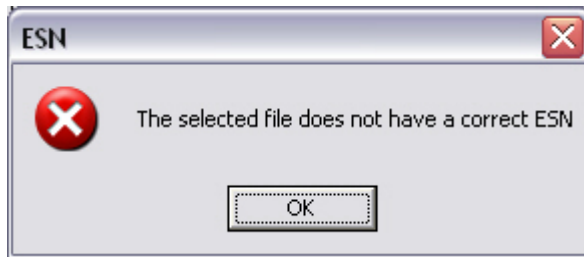


- A. 51 represents a 5100
- B. 53 represents a 5300

10. Select the file that has the last 5 digits that match the last 5 digits of the serial number on the radio. (Represented by the circle)



11. After selecting the file, the options should now be updated.
12. If the wrong ESN file is selected, an error will be seen. Just go back and select the right ESN.



13. Disconnect the radio and connect another radio.
14. If at anytime, while upgrading an options file, there is a communication problem, just close and restart PCConfigure and continue at step 5.

If you have any questions please call 1-800-328-3911 Option 3 for assistance.



Software License Agreement

WARNING: If you elect to use the Equipment, you agree to be bound by this Software License Agreement.

1. **Limited License.** If Licensee elects to use the Equipment, Licensee agrees to be bound by the terms and conditions set forth in this Agreement. For any software provided with, or contained or embedded in, the equipment ("Equipment") manufactured by E.F. Johnson Company ("EFJohnson") and sold to the user of such Equipment that this Software License Agreement accompanied (the "Licensee") pursuant to an agreement between EFJohnson and Licensee regarding the purchase of the Equipment by the Licensee (the "Sales Agreement") and any additional EFJohnson manufactured equipment which Licensee may purchase from EFJohnson from time to time hereinafter for use with the Equipment (collectively, the "Software"), EFJohnson hereby grants to Licensee a personal, non-exclusive, non-transferable, non-assignable (by operation of law or otherwise), terminable license to use the Software on the terms and subject to the conditions contained herein with the exception of software developed by a manufacturer other than EFJohnson ("third-party software manufacturer") pursuant to a third-party license agreement. Such third-party software manufacturer may be a beneficiary of this Software License Agreement if required under such third-party license agreement. Licensee shall not have the right to sublicense, rent, lease, copy, modify, reverse engineer, disassemble, decompile or otherwise transfer the Software, except as provided herein. The license granted herein authorizes Licensee to use the Software for its own internal purposes and only in connection with the use of the Equipment. Licensee agrees not to use the Software for any other purpose or install the Software on any replacement or additional computer or equipment. EFJohnson prohibits (a) the use of the programs for rental, timesharing, subscription service, hosting or outsourcing; (b) the removal or modification of any program markings or any notice of proprietary rights: (c) the Licensee from making the programs available in any manner to any third party for use in any third party's business operations. Licensee shall not exercise any rights with respect to the Software that are not expressly granted herein.

2. **Maintenance; New Releases; Copies.** Provided Licensee is current in its payment of software maintenance fees, Licensee shall be entitled to receive any error or bug fixes provided by EFJohnson as part of the software maintenance. Maintenance shall be provided in accordance with the EFJohnson maintenance policy. EFJohnson may, but has no obligation to do so, offer for an additional license fee new features or enhancements to the Software. Licensee shall not copy, print, disassemble, modify, distribute, translate, reverse engineer or reproduce all or any portion of the Software or related documentation; provided that Licensee shall be entitled to make two (2) copies for back-up purposes only and not production use of the portions of the Software provided to Licensee.

3. **Proprietary Rights.** Licensee acknowledges that (a) the Software, including each program or system of which it is a part, and all supporting documentation and materials therefore, are the exclusive property of EFJohnson and/or any third-party software manufacturer as applicable, and (b) title to and all rights to the Software, including copyright, patent, intellectual property rights, trade secret and other rights in the Software, shall remain with EFJohnson and/or any third-party software manufacturer as applicable. Licensee shall not copy, reproduce, disclose or divulge the Software to any person, except to the extent reasonably required for purposes consistent with this license to an officer, employee, independent accountant, attorney or other similar agent of Licensee, and then only if Licensee uses the same degree of care, but no less than a reasonable degree of care, that Licensee uses to protect the confidentiality and title thereto of its own confidential or proprietary information of a like nature. Licensee shall not publish any results of benchmark tests run on the programs. Licensee acknowledges EFJohnson's right to seek equitable relief, including an injunction in the event of any breach or threatened breach by Licensee of this license. Notwithstanding the foregoing, Licensee shall have the right to disclose the Software to the extent required by a governmental agency or court with appropriate jurisdiction, provided that Licensee notifies EFJohnson in writing of the need to so disclose in advance of such disclosure. Licensee agrees that if any use of the Software comes to Licensee's attention which, in its opinion is unauthorized, Licensee shall promptly notify EFJohnson of such unauthorized use. Licensee, however, shall be under no affirmative obligation to make investigations to determine if an unauthorized use has occurred. In addition to the system key and encryption keys (and any programming materials or documents foregoing, Licensee acknowledges and agrees that, in order to protect the privacy of its radio system, it shall treat its encryption key and/or Multi-Net containing such keys) as highly confidential information and not disclose such keys to any third party unless such third party is subject to obligations of confidentiality in favor of Licensee.

4. **Warranty of Title.** EFJohnson warrants that it has good title to the Software or the right to license the same hereunder and that, to the best of EFJohnson's knowledge, the Software does not infringe upon any valid U.S. patent issued prior to the date of the Agreement. Subject to the terms of this license, EFJohnson will defend, at its expense, any action brought against Licensee to the extent it is based on a claim that the Software, used within the scope of this license, infringes upon any such U.S. patent, but only if (a) Licensee promptly notifies EFJohnson in writing of any such claim or proceeding, (b) Licensee permits EFJohnson to fully control the defense of such action, (c) Licensee fully cooperates with EFJohnson in connection with such defense, (d) Licensee does not compromise or settle any claim without the prior written consent of EFJohnson and (e) the infringement does not relate to any (i) modifications to the Software made other than by EFJohnson, (ii) modifications made to Licensee's specifications or (iii) use of the Software in combination with any equipment or products not manufactured by EFJohnson. EFJohnson shall have no other or further obligation or liability with respect to any claim of infringement or for breach of its warranty of title. If any part of the Software becomes, or if EFJohnson considers any of the Software likely to become, subject to a claim of infringement, EFJohnson may in its sole discretion (a) procure for Licensee the right to continue using such Software, (b) replace or modify the Software to make it non-infringing, refund the paid purchase price of the Equipment upon return of the Equipment in undamaged condition, or (c) take such other action as is necessary and feasible to maintain Licensee's use of the Software.

5. **Limited Operational Warranty.** EFJohnson warrants that, for a period of twelve (12) months from the initial shipment of the Equipment, the Software will conform, as to the substantial operational features, to EFJohnson's applicable user's guide for the Software. EFJohnson does not warrant that the Software will meet Licensee's particular applications or requirements or that operation of the Software will be uninterrupted or error free or that each and every defect will be corrected. EFJohnson's sole obligation under this warranty shall be to make such adjustments or corrections which are necessary to render the Software workable in accordance with the applicable user's guide. This warranty shall not apply if (i) the Equipment or Software are used other than in accordance with the applicable user's guide; (ii) the Software is changed, modified, or maintained other than by EFJohnson or becomes defective as a result of Licensee's hardware or systems software conversion or malfunction; or (iii) the Equipment or Software are used or integrated with additional products or equipment which are not compatible with the operating specifications or characteristics of the Equipment or the Software. The investigation and/or adjustments or corrections of defects resulting from such causes shall be at Licensee's expense at EFJohnson's standard rate then in effect. EFJohnson shall not be responsible for any maintenance support or field service of any Software.

6. **Term and Termination.** This license shall become effective as of the date of the initial shipment of the Equipment and shall remain effective thereafter so long as Licensee owns and operates the Equipment in accordance with the terms of this Agreement; provided that, this license and all Licensee's rights under this license shall be deemed to automatically terminate upon the cancellation, breach or termination of the Agreement. Immediately upon such termination, Licensee shall cease use of the Software and either return to EFJohnson or destroy the original and all copies of the Software and, if requested by EFJohnson, certify in writing that the Software has been so destroyed.

7. **Export.** Licensee will fully comply with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.

8. **Audit.** Licensee grants EFJohnson the right to audit the use of the programs, and may require the Licensee to provide reasonable assistance and access to information in the course of such audit and allows EFJohnson to report the audit results to third-party software manufacturers of the Software if applicable.

THE FOREGOING LIMITED OPERATIONAL WARRANTY, OTHER THAN THE WARRANTY SET FORTH IN SECTION 4 ABOVE, IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY LIABILITY OF EFJOHNSON OR ANY THIRD-PARTY SOFTWARE MANUFACTURER RELATED TO THE SOFTWARE FOR ANY CAUSE WHATSOEVER AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE DIRECT AND ACTUAL DAMAGES INCURRED BY LICENSEE, TO THE EXTENT RECOVERABLE BY LAW AND, IN NO EVENT, SHALL SUCH DAMAGES EXCEED THE PORTION OF THE PURCHASE PRICE OF THE EQUIPMENT WHICH IS ALLOCATED TO THE SOFTWARE ACCORDING TO EFJOHNSON'S PRICING POLICIES. UNDER NO CIRCUMSTANCES SHALL EFJOHNSON OR ANY THIRD-PARTY SOFTWARE MANUFACTURER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL OR DAMAGES OF ANY KIND, EVEN IN THE EVENT THAT EFJOHNSON IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER EFJOHNSON NOR ANY THIRD-PARTY SOFTWARE MANUFACTURER SHALL BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE, ARISING FROM THE USE OF THE PROGRAMS. THIS SOFTWARE LICENSE EXCLUDES THE APPLICATION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT.

E.F. JOHNSON COMPANY, 1440 Corporate Drive, Irving, Texas 75038

Quote Information

Quote ID: 1099
 Date Prepared: 5/9/2012
 Customer: CITY OF BILLINGS (Account #4378)
 Buying Location: **4BILLI**
CITY OF BILLINGS
 2305 8TH AVE N.
 BILLINGS, MT 59101 USA
 Ship To: **4BILLI**
CITY OF BILLINGS
 2305 8TH AVE N.
 BILLINGS, MT 59101 USA
 Ship Instructions: Ship via BEST WAY
 Validity Period: Quote Expires June 15th, 2012

Prepared By

Name: Todd Carruthers
 Email: TCarruthers@efji.com
 Phone: 972-819-0700

1.	299UPGR110 CONV ANALOG TO P25 COMMON AIR INTERFACE	Unit Price: \$100.00	Quantity: 845	\$84,500.00
2.	299UPGR113 MULTI-NET ANALOG TO P25 TRUNKING FIELD UPGRADE	Unit Price: \$550.00	Quantity: 845	\$464,750.00

Subtotal \$549,250.00

Submission of this quotation is preliminary and is subject to review and acceptance by E.F. Johnson Company ("EFJohnson"). Acceptance by EFJohnson shall be granted only by issuance of a sales order acknowledgement form by the EFJohnson Order Management Group. Any order accepted by EFJohnson shall be governed by the special terms and conditions for Quote 1099 attached hereto.

Visit our website at www.efjohnson.com



Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: Amendment 1 with Morrison-Maierle, Inc. for Upgrades for Storm Water Detention Ponds A, B, C, and Surface Drainage Improvements

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. On April 9, 2012, the City approved a five-year contract with Morrison-Maierle, Inc. to provide the project design surveys, development of project plans, specifications and bidding documents, contract administration, to include 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, as required. The base five-year contract is amended each time a new project is undertaken, and Amendment 1 for \$164,664 includes all of the services indicated above for this project. The Storm Water Detention Ponds Upgrades and Surface Drainage Improvements project includes increasing the total water storage capacity of storm detention ponds A, B, and C by 11.5 acre feet or 37.5 million gallons, which will bring the storage level up to that required for a 100 year storm event. These fees also include the planning and design of an emergency surface storm water drainage system for use only if the area should endure a storm event that exceeds the 100 year level. Planned future storm water work will eventually begin to divert water away from these ponds to another area, further decreasing the potential for ponds A, B, and C to have capacity issues. The scope of work and associated engineering fees for this project have been reviewed and negotiated by staff.

ALTERNATIVES ANALYZED

The City Council may:

- Approve Amendment 1 with Morrison-Maierle, Inc., for Engineering Services for the Storm Water Detention Ponds and Surface Drainage Improvements; or
- Decline to approve Amendment 1, delaying the project.

FINANCIAL IMPACT

The total cost of Amendment 1 for the Storm Water Detention Ponds and Surface Drainage Improvements with Morrison-Maierle, Inc. is \$164,664. The source of funding for this project is the Airport's Passenger Facility Charge Capital Account.

RECOMMENDATION

Staff recommends the City Council approve Amendment 1 with Morrison-Maierle, Inc. for the engineering services required for the Airport's Upgrades to the Storm Water Detention Ponds and the Surface Drainage Improvements.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: Approval of Downtown Revolving Loan Fund Recommendation for the Limber Tree Yoga Studio, LLC

PRESENTED BY: Patrick M. Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The Downtown Revolving Loan Committee met on May 31, 2012, and gave conditional approval of a loan to Sharli Kiner of the Limber Tree Yoga Studio, LLC. The applicant met all conditions set by the committee except the 20% equity requirement. A vote was taken and the loan was approved not to exceed \$16,000.

Ms. Kiner will be renovating the building located at 212 N 29th Street (formerly Downtown Subs) for use as a yoga studio and retail space. Ms. Kiner has secured a three year lease with a three year renewal option for the property. The cost of the renovation and start up costs is estimated at \$96,000, with the Downtown Revolving Loan Fund financing \$16,000. It was discussed that Ms. Kiner has no personal investment, but given the amount of the potential loan, an exception was granted by the committee. Ms. Kiner has also agreed to offer a personal guarantee for the loan. The Downtown Revolving Loan Fund would be second to the First Interstate Bank loan financing the remainder of the costs. The loan will have a seven year term and amortization.

ALTERNATIVES ANALYZED

If Council does not approve the loan, completion of the project may be difficult and the storefront could remain vacant.

FINANCIAL IMPACT

The loan fund will have a balance of \$505,000 of loans payable to the banks after this loan and the pending loans of \$600,000 previously approved.

RECOMMENDATION

The Downtown Revolving Loan Fund Committee recommends Council approve the loan to the Limber Tree Yoga Studio, LLC.

APPROVED BY CITY ADMINISTRATOR

Attachments

Attachment A

Revolving Loan Fund Loan

Monday, June 25, 2012

The Limber Tree Yoga Studio, LLC, loan terms are as follows:

Loan	Not to exceed \$16,000.
Interest Rate	5% Adjusted annually.
Term	Amortized over seven years.
Payments	Minimum Payments calculated at a rate of 5% over a seven year term.
Collateral	Personal guarantee of LLC member Sharli Kiner.
Disbursement	The City will disburse funds after it receives documentation supporting the actual project costs.

This loan is for the purpose of remodeling 212 N 29th Street, formerly Downtown Subs.

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: W.O. 12-36, Acceptance of Bargain & Sale Deed for Bench Boulevard
Reconstruction

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Bench Boulevard will be reconstructed from Lincoln Lane to the north side of Hilltop Road by the Montana Department of Transportation (MDT). The estimated start date for the construction of the project is late summer 2012. MDT is currently acquiring right of way from property owners along Bench Blvd. in the name of the City of Billings. As a result, MDT is asking the City of Billings to accept the deed for the new right of way from Michael McCafferty and Laura McCafferty at 710 Bench Blvd. This deed transfers ownership of 413 square feet of right of way from the property owner to the City of Billings. Additional warranty deeds for the reconstruction project will be presented for approval at future Council meetings.

ALTERNATIVES ANALYZED

The Council may:

- Accept the bargain and sale deed allowing the reconstruction of Bench Boulevard or:
- Do not accept the bargain and sale deed. If the right of way is not accepted, the MDT construction project would likely not proceed.

FINANCIAL IMPACT

There is no financial impact to the City. MDT is acquiring the right of way in the name of the City of Billings as part of the Bench Boulevard reconstruction project.

RECOMMENDATION

Staff recommends that the City Council accept the bargain and sale deed to allow reconstruction of Bench Boulevard by the Montana Department of Transportation.

APPROVED BY CITY ADMINISTRATOR

Attachments

Deed

**State of Montana
Department of Transportation**

Right-of-Way Bureau
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001

R/W ID.: MT 1036(1) Parcel No.: 44 County: Yellowstone
Designation: Bench Boulevard - Billings
Project No.: 6041-001-000

Bargain and Sale Deed

This Deed, made this 10th day of May, 2012, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration now paid, the receipt of which is acknowledged, **witnesses that**,

Michael McCafferty and Laura McCafferty
710 Bench Blvd.
Billings, MT 59105

does hereby **grant, bargain, sell** and **convey** to the **City of Billings, Montana**, the following-described real property:

Parcel No. 44 on Montana Department of Transportation Project MT 1036(1), as shown on the Right-of-Way plan for said project recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana. Said parcel is also described as a tract of land in Lot 9A, Block 3, of Amended Plat of Lots 7, 8, and 9, Block 3, of Conway Subdivision, 2nd Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document No. 3133323, as shown by the shaded area on the plat, consisting of 1 sheet, attached hereto and made a part hereof, containing an area of 413 sq. ft., more or less.

Bargain and Sale Deed
R/W ID.: MT 1036(1)
Designation: Bench Boulevard - Billings

Parcel No.: 44

Excepting and reserving to Grantor(s), however, all gas, oil and minerals beneath the surface of the above-described and conveyed premises, together with the right to extract the same, provided that in the exercise of such right, the surface thereof shall not be disturbed, interfered with or damaged. This exception and reservation does not include sand, gravel and other road building materials, which are conveyed by this Deed.

Further excepting and reserving unto the Grantor(s), their heirs, successors and assigns, all water, water rights, ditches, canals, irrigation systems, existing or as relocated, if any, including but not limited to, water stock or shares, bonds, certificates, contracts and any and all other indicia of water, water right and ditch ownership, or any interest therein appurtenant to the land described therein, save and except groundwater for the use, benefit and purposes of the Grantee(s).

To have and to hold the above-described and conveyed premises, with all the reversions, remainders, tenements, hereditaments and appurtenances thereto, unto the City of Billings, Montana, and to its successors and assigns forever.

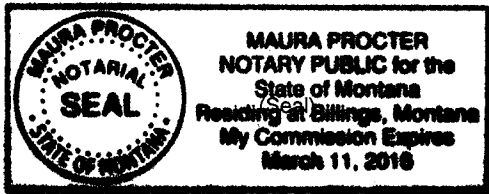
This Deed was executed on the date of its last acknowledgment.

Michael McCafferty
Laura McCafferty

State of Montana)
County of Yellowstone)

This instrument was acknowledged before me on 05/10/2012
(date)

by Michael & Laura McCafferty
(Grantor(s))



Maureen Procter
Notary Signature Line

Notary Printed Name

Notary Public for State of _____

Residing at: _____

My Commission Expires: _____ / _____ / 20__

State of _____)
County of _____)

This instrument was acknowledged before me on _____
(date)

by _____
(Grantor(s))

(Seal)

Notary Signature Line

Notary Printed Name

Notary Public for State of _____

Residing at: _____

My Commission Expires: _____ / _____ / 20__

Recording Information

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: Approval of Enforcing Underage Drinking Laws Grant 2 in the Amount of \$5,280.00

PRESENTED BY: Rich St. John

Department: Police

Information

PROBLEM/ISSUE STATEMENT

United Way of Yellowstone County has awarded the City of Billings a grant for Enforcing Underage Drinking Laws (EUDL) in the amount of \$5,280. The goals of the EUDL grant are to enforce underage drinking through patrol, alcohol retail sale trainings, reverse stings and compliance checks. The grant will fund overtime for the officers involved in these details. The Department will have until December 31, 2012 to expend the grant funds.

ALTERNATIVES ANALYZED

The City Council may:

- Accept the EUDL grant of \$5,280; or
- Not accept the EUDL grant of \$5,280, which would result in eliminating extra duty for the patrol, alcohol retail sale trainings, reverse stings and compliance checks.

FINANCIAL IMPACT

There is no financial impact to the City as there is no City match required for this grant.

RECOMMENDATION

Staff recommends City Council approve and accept the United Way grant for Enforcing Underage Drinking Laws (EUDL) in the amount of \$5,280.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: Second Reading of Ordinance Amending Ward I Boundary

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

City election ward boundaries must be adjusted to conform to city limit amendments resulting from annexation or exclusion of property from the city. The City Council approved the exclusion of property described as Tract 81A of Amended Tracts 29-33, 47-53, 62-67, 78-85, 90-94 of Certificate of Survey No. 2165, (Deannexation #12-03) on May 14, 2012 by Resolution #12-19158. This requires a change in the boundaries of Ward I. Two readings are required for this action. A public hearing and approval of the first reading of the ordinance was conducted by the City Council on June 11, 2012. The second reading is scheduled for this meeting.

ALTERNATIVES ANALYZED

City Council may approve or not approve the ordinance to amend the boundary of Ward I on second reading.

- Approving the ordinance will modify the boundaries of Ward I to exclude the property described as Tract 81A of Amended Tracts 29-33, 47-53, 62-67, 78-85, 90-94 of Certificate of Survey No. 2165.
- Denying the ordinance will not modify the boundaries of Ward I and create a problem where property outside the City Limits is within one of the City Ward Boundaries.

FINANCIAL IMPACT

There is no budget/financial impact from this action.

RECOMMENDATION

Staff recommends that Council approve this ordinance on second reading removing recently excluded property from Ward I.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ward Boundary Amendment Ordinance

ORDINANCE NO. 12-_____

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

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

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 1.16.030 and the State Law, Billings Municipal Code, Section 1.16.030 Ward Boundaries is hereby amended by removing from the following designated Ward the following described real property:

Ward I: A tract of land situated in the SW1/4 of Section 27, T.1S., R.26E., Billings, Yellowstone County, Montana, more particularly described as:

Tract 81A of Amended Tracts 29-33, 47-53, 62-67, 78-85, 90-94 of Certificate of Survey No. 2165, Recorded January 26, 1983, Under Document No. 1253064, Records of Yellowstone County, Montana, annexed under Resolution No. 02-17819, Recorded April 18, 2002, Under Document No. 3173017, Records of Yellowstone County, Montana; Containing 13.823 gross and net acres, more or less.

(# 12-03) See Exhibit "A" Attached

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

PASSED by the City Council on the first reading this 11th day of June, 2012.

PASSED by the City Council on the second reading this 25th day of June, 2012.

THE CITY OF BILLINGS

BY: _____

Thomas W. Hanel, MAYOR

ATTEST:

BY: _____

Cari Martin, CITY CLERK

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: Second and Final Reading for an Ordinance to Amend City Code Article 21
for the Solid Waste Division

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

At its meeting on June 11, 2012, the City Council conducted a public hearing and approved first reading of an ordinance amending Article 21 of the Billings Montana City Code to provide the option to bill for the costs of refuse collections and disposal with the monthly utility bills. If adopted, the change in billing methodology will be effective July 1, 2012 and customers will first see the change beginning with the August utility bills.

ALTERNATIVES ANALYZED

The Council may approve the ordinance revising Article 21 of the Billings Montana City Code to provide the option to bill for the cost of solid waste collection on the monthly utility bills; or not approve the ordinance. If Council does not approve the ordinance, the costs of collection will continue to be assessed against property on the property tax statements. An amended resolution to establish Solid Waste fees for FY 13 and increase the rates will need to be considered at a future City Council meeting.

FINANCIAL IMPACT

If the attached ordinance is adopted, there will be no increase in Solid Waste rates and fees for FY 13 and no significant financial impact.

RECOMMENDATION

Staff recommends that City Council approve the proposed ordinance amending Article 21 of the Billings Montana City Code for changes in the Solid Waste Billing methodology.

APPROVED BY CITY ADMINISTRATOR

Attachments

Solid Waste Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY REVISING 21-226; AUTHORIZING THE CITY ADMINISTRATOR TO BILL MONTHLY FOR PAYMENT OF ANNUAL SOLID WASTE ASSESSMENTS.

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

Section 1. That section 21-226 of the Billings Montana City Code be amended so that such section shall read as follows:

Sec. 21-226. - Assessment against property. Monthly billing authorized.

The cost of collecting and/or disposing of refuse, from the streets, alleys and private premises of the city shall be assessed wherever possible against the real estate from which such refuse is produced or collected. The city administrator or designee is authorized to bill 1/12th of the annual solid waste assessment, established pursuant to Sec. 21-229 supra, to each customer on the monthly Public Works Utilities Water and Wastewater billing statements.

PASSED by the City Council on first reading this _____ day of _____, 2012.

PASSED, ADOPTED and APPROVED on second reading this _____ day of _____, 2012.

CITY OF BILLINGS

By _____
Mayor

ATTEST:

By _____
City Clerk

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: Resolution Establishing Collection, Disposal, and Landfill Fees for FY 2013

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

At its meeting on June 11, 2012, the City Council conducted a public hearing regarding a resolution establishing Solid Waste fees and charges for FY 2013 and delayed action on the resolution until the final reading of the Ordinance to Amend City Code Article 21 could be approved at the June 25, 2012 meeting. The ordinance amends City Code by providing the option to bill for the costs of refuse collections and disposal with the monthly utility bills.

Section 21-229 of the Billings Montana City Code requires that the City Council annually adopt the Solid Waste collection and disposal charges by resolution. Solid Waste rates and fees were increased for the previous three years. However, Staff recommends no increase for FY 13 if the ordinance providing the option to bill for the costs of refuse collections and disposal with the monthly utility bills is approved by Council. If this ordinance is approved, the operating reserve could be reduced by more than \$1.5 million and there will be sufficient cash flow to operate. Consequently, Staff recommends deferring a rate increase until the Solid Waste master plan and rate study are completed in FY 13. The attached resolution establishes Solid Waste fees and charges effective July 1, 2012 with no increase in fees and has been revised to reflect a monthly billing rather than an annual assessment for the collection and disposal fees.

ALTERNATIVES ANALYZED

The City Council may:

- approve the resolution establishing Solid Waste fees for FY 2013; or
- not approve the resolution. If Council does not approve the resolution, an amended resolution to increase Solid Waste fees for FY 2013 will need to be considered at a future City Council meeting.

FINANCIAL IMPACT

If the attached resolution is approved, there will be no increase in Solid Waste rates and fees for FY 2013 and no significant financial impact.

RECOMMENDATION

Staff recommends Council approve the proposed resolution establishing collection, disposal, and landfill fees for FY 2013.

APPROVED BY CITY ADMINISTRATOR

Attachments

SW Resolution

RESOLUTION 12-_____

A RESOLUTION ESTABLISHING SOLID WASTE RESIDENTIAL AND COMMERCIAL COLLECTION AND DISPOSAL FEES AND LANDFILL USE FEES

WHEREAS, a need is anticipated for repair, improvement, and continued operation and maintenance of existing and proposed solid waste facilities and services for the providing of collection, disposal, and landfill use to inhabitants of the City of Billings, Montana and its environs; and

WHEREAS, it is essential to the public health, welfare, and safety of the inhabitants of the City of Billings and its environs to provide an adequate solid waste collection service and landfill operation and to provide adequate funding to meet the cost of constructing, maintaining, and operating the same; and

WHEREAS, the City Council of the City of Billings did adopt Ordinance No. _____ on the 25th day of June 2012, providing for the billing of solid waste collection and disposal fees on a monthly basis; and

WHEREAS, said fees are established by resolution.

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

1. That the rates, fees, and charges specified in Schedules I, II, and III are found to be just, reasonable, and necessary for the continued sound operation of the Solid Waste Division and that the proposed rates, fees, and charges are approved and adopted as the rates, fees, and charges of the City of Billings, Montana Solid Waste Division effective July 1, 2012.
2. That in addition to the fees in Schedules I, II, and III, a five percent (5%) franchise fee will be collected on all Solid Waste rates and fees and said franchise fee will be transferred to the City General Fund.
3. That any payment not received by the due date shall accrue interest at the rate of one-and-one-half percent (1.5%) per month from the due date until paid in full.
4. That garbage fees will not be paid by the City General Fund, Public Safety Fund, Library Fund, or MET Transit Fund.

Schedule I – Residential and Mobile Home Collection and Disposal Fees

Monthly Fees (for unit occupied by 1 family)

Residential	\$ 7.77
Mobile home located in mobile park	\$ 7.22
Residential carry out service	\$15.63
Residential landfill fees for newly annexed property not yet receiving City collection service	\$ 1.82

Schedule II – Commercial Collection and Disposal Fees

Commercial collection service is available subject to Solid Waste Division approval of container type, size, placement, and serviceability.

Fees per Month for Customer Owned Containers

Container Size	PER WEEK FREQUENCY OF COLLECTION						
	1	2	3	4	5	6	Saturday*
Hand load/loose	\$ 23.73 per month for each minute of special service per pickup. (In addition to can or container service.)						
90 Gallon Barrel	\$ 15.24						
½ 300 Gallon Barrel	\$ 17.02						
300 Gallon Barrel	\$ 34.05						
30 Gallon Can	\$ 6.03	\$ 12.06	\$ 18.09	\$ 24.12	\$ 30.15	\$ 37.53	\$ 12.06
1 Yard	\$ 27.86	\$ 55.72	\$ 83.58	\$111.44	\$139.30	\$173.25	\$ 55.72
2 Yards	\$ 32.30	\$ 64.60	\$ 96.90	\$129.20	\$161.50	\$200.95	\$ 64.60
3 Yards	\$ 36.74	\$ 73.48	\$110.22	\$146.96	\$183.70	\$228.57	\$ 73.48
4 Yards	\$ 41.43	\$ 82.86	\$124.29	\$165.72	\$207.15	\$257.70	\$ 82.86
6 Yards	\$ 50.32	\$100.64	\$150.96	\$201.28	\$251.60	\$312.94	\$100.64
8 Yards	\$ 59.36	\$118.72	\$178.08	\$237.44	\$296.80	\$369.29	\$118.72

Compactor containers will be assessed at 2.5 times the above rates.

Saturday service without 6 times per week pick-up will be assessed double the one-time per week rate. This service is not available in all areas.

The above fees are for customer-owned containers. For City-owned containers, in addition to the above fees, monthly container lease rates will be charged as follows:

Container Size

< 6 yards	\$ 18.09
6 or 8 yards	\$ 23.81

Commercial customers will be provided 2 courtesy pickups over and above their current scheduled service each fiscal year. Any additional service will be billed at the hourly rates as follows (minimum 1 hour):

Compactor truck, 1 person	\$ 90.48
Compactor truck, 2 people	\$ 128.57

Drop Box/Roll Off

Customer Owned Container

Per pull plus disposal	\$109.52
------------------------	----------

Disposal rates are charged per Schedule III.

In addition to the above rates, City-owned Containers will also be charged a lease fee if applicable.

30 cubic yards-cash only/1 time \$200.00

Commercial landfill fees for newly annexed property not receiving City collection service will be assessed at the current disposal rate times the size and frequency of their service.

Schedule III – Landfill Fees

	<u>Origin of Waste</u>		
	City of Billings	Yellowstone County	Other Towns & Counties
All businesses will be charged at least \$5			
Minimum Charge (0-1.5 yds or 0-700 lbs)	\$ -	\$ -	\$ 5.71
1.5-3.0 cubic yards or 700-1500 lbs	\$ -	\$ 5.24	\$ 5.71
Municipal Solid Waste, Construction & Demolition, etc. (per ton)	\$ 14.29	\$ 15.71	\$ 17.14
Special Waste (per ton) ¹	\$ 30.48	\$ 33.52	\$ 36.57
<u>Dead Animals:</u>			
Horse(each)	\$ 71.43	\$ 78.57	\$ 85.71
Cow(each)	\$ 47.62	\$ 52.38	\$ 57.14
Colt, sheep, pig, etc. (each)	\$ 19.05	\$ 20.95	\$ 22.86
Per ton	\$ 71.43	\$ 78.57	\$ 85.71
<u>Tires:</u>			
Up to 17" (each)	\$ 2.86	\$ 3.14	\$ 3.43
Truck tire 17" to 24" (each)	\$ 6.67	\$ 7.33	\$ 8.00
Equipment tire - grader size (each)	\$ 23.81	\$ 26.19	\$ 28.57
Large amount whole tires per ton	\$ 100.00	\$ 110.00	\$ 120.00
Cut tires per ton	\$ 15.24	\$ 16.76	\$ 18.29
<u>Asbestos:</u>			
Per ton	\$ 76.19	\$ 83.81	\$ 91.43
Per bag	\$ 9.52	\$ 10.48	\$ 11.43
Minimum charge	\$ 114.29	\$ 125.71	\$ 137.14
<u>Barrels:</u>			
Whole barrels (each)	\$ 6.67	\$ 7.33	\$ 8.00
Barrels/both ends off/smashed (per ton)	\$ 14.29	\$ 15.71	\$ 17.14
<u>Refrigeration Units:</u>			
Freon Removal (each unit)	\$ 19.05	\$ 20.95	\$ 22.86
Commercial Units Must Have Freon Removed Before Being Accepted for Disposal			

If scale is inoperable, the vehicle will be charged by the cubic yard rated on the vehicle capacity

Loose garbage (per CY)	\$ 1.81	\$ 1.99	\$ 2.17
Compacted garbage (per CY)	\$ 4.76	\$ 5.24	\$ 5.71
Non-compactible material (per CY)	\$ 19.90	\$ 21.90	\$ 23.89
Special waste, contaminated soil, etc. (per CY) ¹	\$ 42.86	\$ 47.14	\$ 51.43
Whole tires (per CY)	\$ 23.81	\$ 26.19	\$ 28.57
Cut tires (per CY)	\$ 1.90	\$ 2.10	\$ 2.29
Asbestos (per CY)	\$ 38.10	\$ 41.90	\$ 45.71

¹ *Special Waste such as contaminated soil, sludges, and treated timbers will be accepted on a case-by-case basis dependent upon testing and approval. If accepted landfill fees will be charged rates specified above.*

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 25th day of June 2012.

CITY OF BILLINGS

By: _____
Thomas Hanel, Mayor

ATTEST:

By: _____
Cari Martin, City Clerk

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: Resolution to Close Special Improvement/Sidewalk Bond Debt Funds to the
SID Revolving Fund

PRESENTED BY: Patrick M Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

State law requires closing SID/Sidewalk debt service funds once the debt has been satisfied. Any excess/deficit cash balances upon completion of the bond obligations are transferred to the SID Revolving Fund. SID 1329 - Bender Subdivision, Curb, Gutter & Storm Drain will be closed in fund 820. SID 1331 - Parkhill Subdivision Sidewalk will be closed in fund 820. Sidewalk pooled issues in funds 860, 861, 862, 897, and 898 will be closed.

ALTERNATIVES ANALYZED

There are no viable alternatives to approving the resolution since State law requires this action.

FINANCIAL IMPACT

The revolving fund will receive cash of \$9,246 for the two Special Improvement Districts and the one pooled Sidewalk with positive cash. The revolving fund will give cash of \$83,719 to the four sidewalk issues with negative cash. The cash balance in the SID Revolving Fund is about \$5,200,000.

RECOMMENDATION

Staff recommends Council approve the Resolution authorizing the closure of Special Improvement District Funds to the SID Revolving Fund.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution to close the Special Improvement District Debt Funds to the Special Improvement
District Revolving Fund

SID Closing Attachment B

Detailed amounts closed to the Revolving Fund

ATTACHMENT A

RESOLUTION _____

A RESOLUTION TO CLOSE THE SPECIAL IMPROVEMENT DISTRICT DEBT FUNDS AND SIDEWALK SPECIAL ASSESSMENT DEBT FUNDS TO THE SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND PURSUANT TO M.C.A. 7-12-4222.

WHEREAS, the Special Improvement District Bond Debt Obligation and the Sidewalk Special Assessment Debt Obligation has been paid in full and excess/deficit balances remain, and

WHEREAS, state law requires that Special Improvement/Sidewalk Debt Funds be closed to the SID Revolving Fund and the City Council has the authority to close these funds after all debt has been satisfied.

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

That the Special Improvement/Sidewalk Funds be closed per Attachment C to the SID Revolving Fund effective June 25, 2012:

PASSED AND APPROVED by the City Council, this 25th day of June 2012.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

ATTACHMENT B

SID 820 - Non-Pooled Series

- SID 1329 Sidewalk Improvement – Located on the south side of Parkhill Dr. north of Pioneer Park.
- SID 1331 Bench Blvd. Curb, Gutter & Storm Drain - Located west of Bench Blvd & north of Wicks Ln.

SID 860 - Pooled Series – 1997B Pooled Sidewalk

- SID 9807 Misc curb, gutter & Sidewalk program-various locations throughout the city
- SID 9808 Misc curb, gutter & Sidewalk program-various locations throughout the city
- SID 9897 Misc curb, gutter & Sidewalk program-various locations throughout the city
- SID 9898 Misc curb, gutter & Sidewalk program-various locations throughout the city

SID 861 - Pooled Series – 1998 Pooled Sidewalk

- SID 9902 Misc curb, gutter & Sidewalk program-various locations throughout the city
- SID 9903 Misc curb, gutter & Sidewalk program-various locations throughout the city

SID 862 - Pooled Series – 1998A Pooled Sidewalk

- SID 9905 Misc curb, gutter & Sidewalk program-various locations throughout the city
- SID 9999 Misc curb, gutter & Sidewalk program-various locations throughout the city

SID 897 - Pooled Series – 1996A Pooled Sidewalk

- SID 9701 Misc curb, gutter & Sidewalk program-various locations throughout the city
- SID 9799 Misc curb, gutter & Sidewalk program-various locations throughout the city
- SID 9801 Misc curb, gutter & Sidewalk program-various locations throughout the city
- SID 9899 Misc curb, gutter & Sidewalk program-various locations throughout the city

SID 898 - Pooled Series – 1997 Pooled Sidewalk

- SID 9704 Misc curb, gutter & Sidewalk program-various locations throughout the city
- SID 9802 Misc curb, gutter & Sidewalk program-various locations throughout the city
- SID 9803 Misc curb, gutter & Sidewalk program-various locations throughout the city

SID 820

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH	ACCRUED INTEREST	FUND BALANCE
621329	1997	27,000.00	2,265.36	(8.94)	2,256.42
TOTALS		27,000.00	2,265.36	(8.94)	2,256.42

SID 820

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH	ACCRUED INTEREST	FUND BALANCE
621331	1997	85,000.00	6,353.73	(42.33)	6,311.40
TOTALS		85,000.00	6,353.73	(42.33)	6,311.40

SID 860

1997B Pooled Sidewalk Series

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH	ACCRUED INTEREST	FUND BALANCE
860	1997	48,000.00	0.01	746.29	746.30
9807	1997	155,714.30	(8,725.99)	(68.61)	(8,794.60)
9808	1997	153,099.22	(7,780.04)	(32.22)	(7,812.26)
9897	1997	33,134.22	(2,006.09)	(23.95)	(2,030.04)
9898	1997	12,052.26	(770.85)	(7.04)	(777.89)
TOTALS		402,000.00	(19,282.96)	614.47	(18,668.49)

SID 861

1998 Pooled Sidewalk Series

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH	ACCRUED INTEREST	FUND BALANCE
861	1998	23,433.00	-	325.34	325.34
9902	1998	67,813.00	3,214.34	20.65	3,234.99
9903	1998	99,754.00	(4,720.45)	25.44	(4,695.01)
TOTALS		191,000.00	(1,506.11)	371.43	(1,134.68)

SID 862

1998A Pooled Sidewalk Series

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH	ACCRUED INTEREST	FUND BALANCE
862	1998	68,206.00	-	375.07	375.07
9905	1998	235,463.00	(10,281.06)	81.35	(10,199.71)
9999	1998	1,331.00	(169.82)	2.05	(167.77)
TOTALS		305,000.00	(10,450.88)	458.47	(9,992.41)

SID 897

1996A Pooled Sidewalk Series

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH	ACCRUED INTEREST	FUND BALANCE
897	1996	78,852.02	1.86	(180.15)	(178.29)
9701	1996	292,496.02	(20,166.71)	(68.68)	(20,235.39)
9799	1996	25,726.04	(1,492.64)	1.90	(1,490.74)
9801	1996	342,144.92	(29,264.24)	(11.22)	(29,275.46)
9899	1996	18,781.00	(1,557.02)	4.22	(1,552.80)
TOTALS		758,000.00	(52,478.75)	(253.93)	(52,732.68)

SID 898

1997 Pooled Sidewalk Series

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH	ACCRUED INTEREST	FUND BALANCE
898	1997	17,619.00	(0.78)	186.34	185.56
9704	1997	136,164.00	1,258.42	(12.13)	1,246.29
9802	1997	27,321.00	(58.73)	5.64	(53.09)
9803	1997	154,896.00	(572.17)	(52.85)	(625.02)
TOTALS		336,000.00	626.74	127.00	753.74

TOTALS	2,104,000.00	(74,472.87)	1,266.17	(73,206.70)
---------------	---------------------	--------------------	-----------------	--------------------

Total Loans to SID Revolving Fund	(83,718.70)
-----------------------------------	-------------

Total Positive cash	9,245.83
---------------------	----------

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: Resolution of Intent to Dispose of City Property - Lots 1-12 and lots 20 & 21, block 245 Sugar Factory Addn/Billings 2nd Addition

PRESENTED BY: Bruce McCandless, Asst. City Administrator

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The City Council will consider adopting a Resolution of Intent to sell fourteen (14) lots in Block 245 of the Sugar Factory/Billings Second Addition. Twelve of the lots front on S. 27th Street between 10th Ave. South and 11th Ave. South and the other two lots are located in the same block but front on S. 28th Street. The City acquired the property in 1996 through donations by Mr. Slovak, Mr. Wilkins and Mr. Henman. The property was valued at \$147,500 at the time it was donated. At least one party has expressed interest in the property, but City practice is to solicit competitive offers before considering a land sale. According to the City Code, the Council must publish notice, inform surrounding property owners, conduct a public hearing and then may consider selling the property. If the Council adopts the Resolution, staff will publish the notice and inform nearby property owners about a pending sale and will request sealed bids for the property. Those bids will be presented to Council for its consideration at the August 13, 2012 meeting.

ALTERNATIVES ANALYZED

The City Council may:

- Adopt the resolution of intent to sell the subject property, or
- Not adopt the resolution of intent. Staff requests that the Council provide guidance on its desired next steps.

FINANCIAL IMPACT

There is no financial impact to adopting the Resolution of Intent. There will be minor advertising and notification costs but they can be offset by the property's eventual purchase price. Additional price analysis will be provided for the August 13 meeting.

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution of Intent to sell Lots 1-12, 20 and 21, Block 245, Sugar Factory/Billings 2nd Addition.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution of Intent

RESOLUTION 12-_____

A RESOLUTION PURSUANT TO BILLINGS, MONTANA CITY CODE,
ARTICLE 22-900: SALE, DISPOSAL OR LEASE OF CITY PROPERTY;
DESCRIBING THE PROPERTY TO BE SOLD; DECLARING THE
INTENT OF THE CITY TO DISPOSE OF THE PROPERTY; AND
ESTABLISHING A PUBLIC HEARING DATE

WHEREAS, the City of Billings finds it desirable to dispose of property it currently owns, located in the City of Billings, Yellowstone County, Montana, as follows;
Lots 1-12, 20 and 21, block 245 of the Sugar Factory/Billings Second Addition
according to the official plat thereof on file and of record with the Yellowstone
County Clerk and Recorder

WHEREAS, Article 22-900 BMCC requires the city to declare its intention to dispose of such lands, giving the public the opportunity to be heard regarding such action, and

WHEREAS, Article 22-900 BMCC also requires that all property owners within three hundred (300) feet of the exterior boundaries of said property, be notified by mail, fifteen (15) days in advance of the time, date, place of public hearing and the City property's existing and proposed use.

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

PUBLIC HEARING. The Billings City Council will conduct a PUBLIC HEARING on Monday, August 13, 2012, at 6:30 o'clock p.m. in the Council Chambers, located on the Second Floor of the Police Facility, 220 North 27th Street, Billings, Montana. The City Clerk is hereby directed to publish notice of the public hearing in **The Billings Times** in its regular issues on July 19 and July 26, 2012 and to mail a copy of such notice to all property owners within the three hundred (300) foot notification area.

APPROVED AND PASSED by the City Council of the City of Billings this 25th day of June, 2012

THE CITY OF BILLINGS:

BY: _____
THOMAS W. HANEL, MAYOR

ATTEST:

BY: _____
CARI MARTIN, CITY CLERK

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: Cancellation of Checks and Warrants

PRESENTED BY: Patrick M Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Finance annually reviews outstanding warrants and checks. Under state law MCA 7-6-4303, City Council has the authority to cancel municipal warrants and checks that have remained outstanding or unpaid for a period of one year or longer.

ALTERNATIVES ANALYZED

The Council may: Approve the cancellation of checks and warrants, or not approve the cancellation.

FINANCIAL IMPACT

The money amounts contained in the cancelled warrants and checks will revert to affected funds. Employees and vendors were notified and given the opportunity to pay the stop payment fee and have their checks reissued. The final cancellations may not exactly match the attachment because payees are still responding and checks that are reissued will not be canceled.

RECOMMENDATION

Staff recommends that Council authorize the cancellation of warrants and checks and receivable balances.

APPROVED BY CITY ADMINISTRATOR

Attachments

Accounts Payable Checks

Outstanding Checks

VOIDED CHECKS TO COUNCIL- JUNE 2012
ACCOUNTS PAYABLE Checks Outstanding Thru 4-30-11

Number	Date	Name	Amount
732031	5/7/2010	David Fischer	5.00
732344	5/14/2010	Joe Raffani	10.00
732356	5/14/10	Salamae M. Zimmerer	12.00
732867	6/4/10	Danice Moen	12.00
732878	6/4/10	Faron Iron	12.00
733064	6/11/2010	Chandler Condo's	33.34
733121	6/11/10	Carry Greenwalt	13.59
733211	6/11/2010	Tim Quarles	5.00
733363	6/18/2010	Herbal Alternatives	55.00
735212	7/30/10	Joan M. Dosch	12.00
735220	7/30/10	Jon Kristjanson	12.00
735752	8/9/2010	Ashley Martinez	5.00
736378	8/27/2010	Ron Ferguson	5.00
736558	9/3/2010	Darren Bayliss	5.00
736617	9/3/2010	Gregory Franz	5.00
737260	9/24/2010	Clara Joe	5.00
737427	10/1/2010	Jeanette R. Champion	5.00
737482	10/1/2010	Judith A. Hartman	5.00
737534	10/1/2010	Christaphor Morris	5.00
737611	10/1/2010	Victoria Woodard	5.00
737710	10/8/2010	Brandi Granzella	5.00
738119	10/25/2010	Mary Dziadul	5.00
738616	11/5/2010	Emily Fahrenbruck	5.00
738724	11/5/2010	Printer Copier & Fax supply	290.00
738758	11/5/10	Tammy Gail Snider	12.00
738830	11/12/2010	Misty Durney	5.00
738900	11/12/2010	Patureau Nirend	5.00
738931	11/12/10	Calvin Stumpf	12.26
739006	11/19/10	Mariann Brockelbank	47.04
739807	12/10/2010	Scott Thaw	5.00
740567	1/14/2011	Richard Baracker	5.00
740581	1/14/2011	Laura Booth	5.00
740620	1/14/11	Deborah L. Schuman	12.00
740622	1/14/2011	Eric Delaney	5.00
740646	1/14/2011	Joyce Flom	5.00
740682	1/14/11	Janet C. Cabrera	12.00
740711	1/14/2011	Jolyn Ler	5.00
740723	1/14/2011	Beth A. Medeiros	5.00
740756	1/14/2011	Nicole Perry	5.00
740785	1/14/2011	John Staley	5.00
740790	1/14/2011	Abby Stewart	5.00
740795	1/14/11	Tammy Gail Snider	12.00
740831	1/14/2011	Sheryl Wood	5.00
741068	1/28/2010	Accent Print Shop	18.00

741094	1/28/10	Blake Douglas Heiser	12.00
741171	1/28/10	Megan Chevonne Greyn	12.00
741304	2/4/2011	Ciera Rash	5.00
741364	2/4/11	Jared Cook	10.00
741463	2/4/2011	Warren Sanders	25.00
741945	2/25/2011	Sonia Canen	5.00
742474	3/11/11	Bryan Francis	45.00
742563	3/11/11	Dee Ann Redman	76.00
742728	3/18/11	Melissa Williams	10.00
742825	3/25/2011	Alladin Lock & Security	10.00
743175	4/1/2011	Jeremy Olson	5.00
743246	4/8/2011	Alladin Lock & Security	45.00
743433	4/8/11	Nicole M. Cromwell	12.00
743507	4/8/11	Teresa Lynn Willson	25.00
743518	4/8/2011	Robin Vallie	5.00
743523	4/8/11	Wendy Ross	12.00
743855	4/22/2011	Leon Eagle Tail	5.00
743902	4/22/11	OFLS LLC	188.76

1,229.99

VOIDED CHECKS TO COUNCIL - JUNE 2012
PAYROLL CHECKS OUTSTANDING THRU 4-30-2011

	----- CHECK NUMBER -----	----- CHECK DATE -----	----- NAME -----	----- CHECK AMOUNT -----
1	334573	9/17/2010	HANDLEY, BROOKE E.	\$ 33.91
2	336012	10/22/2010	SWEATT, VINCENT R.	\$ 51.45
3	336155	11/5/2010	BALAJADIA, JOHN G.	\$ 108.00
4	336793	12/11/2010	GUY, MICHAEL A	\$ 19.63
5	336851	12/11/2010	WESTON, SEAN A	\$ 3.17
			TOTAL	\$ 216.16

VOIDED CHECKS TO COUNCIL - JUNE 2012
FLEX CHECKS OUTSTANDING THRU 4-30-2011

	----- CHECK NUMBER -----	----- CHECK DATE -----	----- NAME -----	----- CHECK AMOUNT -----
1	64210	5/5/2010	Kuntz, Dellon	\$ 10.00
2	64725	6/4/2010	Kuntz, Dellon	\$ 10.00
3	64799	6/9/2010	St. John, Rich	\$ 13.99
4	64853	6/11/2010	Collings, Karen	\$ 8.31
5	65482	7/30/2010	Mitchell, Darrek	\$ 4.75
6	65958	9/15/2010	Dobbs, Scott	\$ 1.03
7	66810	1/5/2011	Keyes, Mark	\$ 0.08
8	67430	2/11/2011	Cook, Steven	\$ 7.55
9	68041	3/11/2011	Rookhuizen, Herman	\$ 0.98
10	68381	3/25/2011	Emmons, Abbey	\$ 5.00
11	68614	4/6/2011	Ellis, Allynnne	\$ 7.62
12	68847	4/20/2011	Denson, Patricia	\$ 39.24
			TOTAL	\$ 108.55

VOIDED CHECKS TO COUNCIL - JUNE 2012
CLAIMS CHECKS OUTSTANDING THRU 4-30-2011

	----- CHECK NUMBER -----	----- CHECK DATE -----	----- NAME -----	----- CHECK AMOUNT -----
1	229885	5/18/2010	West park Denture Clinic	\$ 475.00
2	230339	6/1/2010	Berry, Merrill	\$ 288.00
3	230787	6/8/2010	Raiffie Family Chiropractic	\$ 20.00
4	231728	7/13/2010	Barbeau, Eric	\$ 18.05

5	231732	7/13/2010	Kohn, Andrew	\$	315.00
6	231751	7/13/2010	Watson, Joel	\$	46.62
7	231995	7/20/2010	Barbeau, Eric	\$	23.27
8	232008	7/20/2010	Volek, Christina	\$	8.87
9	232704	8/10/2010	Barbeau, Eric	\$	19.39
10	233197	8/24/2010	Ard, Ken	\$	0.69
11	233198	8/24/2010	Barbeau, Eric	\$	17.99
12	233649	9/7/2010	Barbeau, Eric	\$	19.39
13	233863	9/14/2010	Volek, Christina	\$	8.87
14	234536	10/5/2010	Berry, Merrill	\$	19.50
15	235024	10/19/2010	Gates, John	\$	8.78
16	235067	10/19/2010	Kara L. Burpee MS	\$	63.75
17	235232	10/26/2010	Volek, Christina	\$	8.99
18	235409	11/2/2010	Barbeau, Eric	\$	17.99
19	235412	11/2/2010	Volek, Christina	\$	8.99
20	235575	11/9/2010	Mota, Jesse	\$	32.41
21	235856	11/16/2010	Koffler, Douglas	\$	20.00
22	237382	12/27/2010	Hinkel, David	\$	26.00
23	238033	1/11/2011	Korenko, Toby	\$	20.00
24	238035	1/11/2011	Kuntz, Dillon	\$	5.00
25	238996	2/15/2011	West, Nathan	\$	20.00
26	239471	3/1/2011	Judie Anne Gage PT	\$	222.00
27	240060	3/22/2011	Albrecht, Cord J.	\$	20.00
28	240061	3/22/2011	Barbeau, Eric	\$	3.68
29	240063	3/22/2011	Crane, Brandon	\$	20.00
30	240064	3/22/2011	Hoey, Clifton M.	\$	20.68
31	240948	4/19/2011	Spini, Michael	\$	25.00
				\$	1,823.91

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: Payment of Claims May 21, 2012.

PRESENTED BY: Pat M. Weber, Finance Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$856,272.60 have been audited and are presented for your approval for payment. A complete listing of the claims dated May 21, 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 05/21/2012

Check Date	Check	Name	Amount	Account	Item Desc
05/21/2012	755639	A-1 Landscaping & Nursery	2,512.13	8400-00000-201100	WO1024 RIMPOINT PARK IRRIGATION & SEEDING; HTE RETAINAGE RELEASE FINAL
05/21/2012	755639	A-1 Landscaping & Nursery	528.41	8400-00000-201100	WO1024 RIMPOINT PARK IRRIGATION & SEEDING; INNOPRISE RET RELEASE FINAL
05/21/2012	755642	Ace Electric Inc	72.00	6300-17530-407310	Inv. #26639 Light by elevator broken/replaced set screw
05/21/2012	755642	Ace Electric Inc	314.00	5210-15920-402450	P2 PRINTER REPAIR
05/21/2012	755642	Ace Electric Inc	116.19	5210-15940-402450	P4 TICKET SPITTER REPAIR
05/21/2012	755642	Ace Electric Inc	119,633.74	4160-74930-409340	WO0928 WTP Backup Power Phase II; Pymt#1/26623
05/21/2012	755642	Ace Electric Inc	73.14	6300-17530-407310	Inv. #26640 Elevator light repair
05/21/2012	755645	Action Electric	33,273.90	5130-84910-409390	WO 10-29 WWTP WEST MECHAN ICAL MCC; INV#2
05/21/2012	755651	Archie Cochrane	4,479.80	6300-17530-407310	Inv. #815010-2 Patrol Car #1451 #2012-040
05/21/2012	755656	Balco Uniform Co Inc	5.00	1500-21120-402120	Invoice 30281-1, Polish and fix the safety catch on the back of the badge
05/21/2012	755656	Balco Uniform Co Inc	170.78	1500-21120-402120	Invoice 30567-1, Taser Holster & Taser X-26 injection
05/21/2012	755656	Balco Uniform Co Inc	550.71	1500-21120-402120	Invoice 30567-2, Level 3 duty holster
05/21/2012	755656	Balco Uniform Co Inc	235.77	1500-21120-402261	Invoice 30946-1, Shorts for summer uniforms
05/21/2012	755656	Balco Uniform Co Inc	201.13	1500-21120-402261	Invoice 30946-2, Shorts for summer uniforms
05/21/2012	755656	Balco Uniform Co Inc	101.98	1500-21120-402260	Item 72345-750-XXL-T, PDU L/S B-CL Twill Shirt, Color: Midnight Nav(750) Size: XXL-Tall
05/21/2012	755656	Balco Uniform Co Inc	878.00	1500-21120-402120	Item QUANTUM-II, Body Armor panels & Revolution Carrier for Nash & Krause
05/21/2012	755656	Balco Uniform Co Inc	878.00	1500-21120-402120	QUANTUM-II Body Armor panels & Revolution Carrier
05/21/2012	755656	Balco Uniform Co Inc	6.00	1500-21120-402260	Add 1 Emblem
05/21/2012	755656	Balco Uniform Co Inc	62.00	1500-21120-402120	AE-PLTSSP5X8 Super Steel Plate (SSP) 5"x8"
05/21/2012	755656	Balco Uniform Co Inc	15.93	1500-21120-402120	Shipping
05/21/2012	755656	Balco Uniform Co Inc	-9.19	1500-21120-402120	Credit Applied
05/21/2012	755656	Balco Uniform Co Inc	17.50	1500-21120-402120	Shipping

05/21/2012	755659	Big Sky Senior Services, Inc	3,147.85	2960-65260-407275	CDBG Reimb. Req. #6, 3rd qtr.
05/21/2012	755666	Bison Motor Company	186,305.91	6400-21650-409440	To purchase 7 patrol vehicles per attached quote (invoice) #111720117
05/21/2012	755685	Connor's Garage Door Service	1,328.00	5610-71120-403660	Invoice #1935. Replace panels on bag claim exit door.
05/21/2012	755685	Connor's Garage Door Service	2,639.00	5610-71120-403660	Invoice #1936. Annual service on all terminal overhead doors
05/21/2012	755686	Cop Construction Co	6,591.16	5030-75910-409340	WO0801 ARV REPAIR MCDONALD ROAD; Inv 8024
05/21/2012	755687	Csg Systems Inc	8,518.50	5020-73110-403110	MONTHLY STATEMENTS
05/21/2012	755687	Csg Systems Inc	653.25	5120-83110-403210	WASTEWATER RATE INCREASE INSERTS
05/21/2012	755687	Csg Systems Inc	3,049.60	5020-73110-403111	MONTHLY STATEMENTS
05/21/2012	755687	Csg Systems Inc	5,679.00	5120-83110-403110	MONTHLY STATEMENTS
05/21/2012	755687	Csg Systems Inc	2,033.07	5120-83110-403111	MONTHLY STATEMENTS
05/21/2012	755688	CTA Architects	19,963.00	4980-55110-409220	Professional Services - Library Constructibility Review
05/21/2012	755692	Daves General Construction	5,000.00	2960-65540-407275	MHR - Kim Graff, 35 Big Sky Country
05/21/2012	755701	Ebms	1,965.00	6270-17520-403511	June 2012 EBMS Breakdown
05/21/2012	755701	Ebms	17,076.20	6270-17520-403512	June 2012 EBMS Breakdown
05/21/2012	755701	Ebms	38,076.98	6270-17520-403515	June 2012 EBMS Breakdown
05/21/2012	755701	Ebms	3,325.00	6270-17520-403515	June 2012 EBMS Breakdown
05/21/2012	755701	Ebms	7,465.05	6270-17520-405161	June 2012 EBMS Breakdown
05/21/2012	755709	Fremont Motor Powell Llc	20,971.00	2110-31320-409420	2012 current model 3/4 ton reg. cab, long box, with lift gate. white exterior and steel gray cloth seats.
05/21/2012	755716	Great West Engineering	28,501.25	5440-31230-409390	WO 11-19 Landfill Phase 5 Expansion; Inv #2
05/21/2012	755718	Guardian Security Inc	6,072.50	2600-55120-403574	Invoice 995706 Security Service - April 2012
05/21/2012	755727	Iaff	4,175.60	9000-00000-209920	PAYROLL SUMMARY
05/21/2012	755729	Ingram Library Services	9.59	2600-55190-403333	Invoice 04400378
05/21/2012	755729	Ingram Library Services	39.51	2600-55190-403227	Invoice 04542095
05/21/2012	755729	Ingram Library Services	8.25	2600-55190-403227	Invoice 04400379
05/21/2012	755729	Ingram Library Services	7.76	2600-55190-403333	Invoice 04400379
05/21/2012	755729	Ingram Library Services	9.57	2600-55190-403227	Invoice 04542096
05/21/2012	755729	Ingram Library Services	19.30	2600-55190-403226	Invoice 04400380
05/21/2012	755729	Ingram Library Services	45.51	2600-55190-403227	Invoice 04400380
05/21/2012	755729	Ingram Library Services	11.03	2600-55190-403226	Invoice 04542097
05/21/2012	755729	Ingram Library Services	239.33	2600-55190-403333	Invoice 04400381

05/21/2012	755729	Ingram Library Services	10.59	2600-55190-403334	Invoice 04400381
05/21/2012	755729	Ingram Library Services	27.05	2600-55190-407930	Invoice 04400381
05/21/2012	755729	Ingram Library Services	21.99	2600-55190-403226	Invoice 04542098
05/21/2012	755729	Ingram Library Services	41.15	2600-55190-403227	Invoice 04542098
05/21/2012	755729	Ingram Library Services	10.65	2600-55190-403227	Invoice 04542098
05/21/2012	755729	Ingram Library Services	167.01	2600-55190-403227	Invoice 04400382
05/21/2012	755729	Ingram Library Services	39.98	2600-55190-403255	Invoice 04400382
05/21/2012	755729	Ingram Library Services	208.57	2600-55190-403241	Invoice 04542099
05/21/2012	755729	Ingram Library Services	17.68	2600-55190-403333	Invoice 04470365
05/21/2012	755729	Ingram Library Services	20.99	2600-55190-403227	Invoice 04570956
05/21/2012	755729	Ingram Library Services	15.60	2600-55190-403382	Invoice 04470366
05/21/2012	755729	Ingram Library Services	41.98	2600-55190-403227	Invoice 04570957
05/21/2012	755729	Ingram Library Services	4.79	2600-55190-403255	Invoice 04470367
05/21/2012	755729	Ingram Library Services	11.79	2600-55190-403255	Invoice 04570958
05/21/2012	755729	Ingram Library Services	28.51	2600-55190-403226	Invoice 04470368
05/21/2012	755729	Ingram Library Services	7.79	2600-55190-403333	Invoice 04570959
05/21/2012	755729	Ingram Library Services	21.99	2600-55190-403222	Invoice 04470369
05/21/2012	755729	Ingram Library Services	63.72	2600-55190-403226	Invoice 04470369
05/21/2012	755729	Ingram Library Services	16.20	2600-55190-403226	Invoice 04570960
05/21/2012	755729	Ingram Library Services	31.18	2600-55190-403227	Invoice 04570960
05/21/2012	755729	Ingram Library Services	24.26	2600-55190-403227	Invoice 04470370
05/21/2012	755729	Ingram Library Services	9.57	2600-55190-403333	Invoice 04470370
05/21/2012	755729	Ingram Library Services	30.22	2600-55190-403222	Invoice 04570961
05/21/2012	755729	Ingram Library Services	14.99	2600-55190-403222	Invoice 04470371
05/21/2012	755729	Ingram Library Services	69.15	2600-55190-403226	Invoice 04470371
05/21/2012	755729	Ingram Library Services	106.71	2600-55190-403226	Invoice 04570962
05/21/2012	755729	Ingram Library Services	57.89	2600-55190-403226	Invoice 04470372
05/21/2012	755729	Ingram Library Services	17.16	2600-55190-403227	Invoice 04470372
05/21/2012	755729	Ingram Library Services	35.74	2600-55190-403222	Invoice 04570963
05/21/2012	755729	Ingram Library Services	8.84	2600-55190-403333	Invoice 04470373
05/21/2012	755729	Ingram Library Services	16.49	2600-55190-403242	Invoice 04570964
05/21/2012	755729	Ingram Library Services	32.44	2600-55190-403227	Invoice 04470374
05/21/2012	755729	Ingram Library Services	287.05	2600-55190-403226	Invoice 04570965
05/21/2012	755729	Ingram Library Services	548.04	2600-55190-403226	Invoice 04470375
05/21/2012	755729	Ingram Library Services	84.63	2600-55190-403255	Invoice 04470375
05/21/2012	755729	Ingram Library Services	977.07	2600-55190-403227	Invoice 04570966
05/21/2012	755729	Ingram Library Services	99.01	2600-55190-403255	Invoice 04570966

05/21/2012	755729	Ingram Library Services	153.95	2600-55190-403222	Invoice 04470376
05/21/2012	755729	Ingram Library Services	213.35	2600-55190-403226	Invoice 04470376
05/21/2012	755729	Ingram Library Services	124.64	2600-55190-403227	Invoice 04470376
05/21/2012	755729	Ingram Library Services	166.99	2600-55190-403227	Invoice 04470376
05/21/2012	755729	Ingram Library Services	31.99	2600-55190-403241	Invoice 04603084
05/21/2012	755729	Ingram Library Services	9.60	2600-55190-403226	Invoice 04470377
05/21/2012	755729	Ingram Library Services	8.70	2600-55190-403333	Invoice 04603085
05/21/2012	755729	Ingram Library Services	7.82	2600-55190-403333	Invoice 04499594
05/21/2012	755729	Ingram Library Services	20.19	2600-55190-403227	Invoice 04603086
05/21/2012	755729	Ingram Library Services	7.18	2600-55190-403333	Invoice 04499595
05/21/2012	755729	Ingram Library Services	18.69	2600-55190-403333	Invoice 04603087
05/21/2012	755729	Ingram Library Services	20.95	2600-55190-403333	Invoice 04499596
05/21/2012	755729	Ingram Library Services	30.99	2600-55190-403241	Invoice 04603088
05/21/2012	755729	Ingram Library Services	21.97	2600-55190-403222	Invoice 04499597
05/21/2012	755729	Ingram Library Services	47.96	2600-55190-403227	Invoice 04499597
05/21/2012	755729	Ingram Library Services	9.58	2600-55190-403226	Invoice 04603089
05/21/2012	755729	Ingram Library Services	63.04	2600-55190-403226	Invoice 04499598
05/21/2012	755729	Ingram Library Services	176.91	2600-55190-403227	Invoice 04603090
05/21/2012	755729	Ingram Library Services	4.79	2600-55190-403255	Invoice 04603090
05/21/2012	755729	Ingram Library Services	35.72	2600-55190-403222	Invoice 04499599
05/21/2012	755729	Ingram Library Services	79.44	2600-55190-403226	Invoice 04499599
05/21/2012	755729	Ingram Library Services	26.65	2600-55190-403227	Invoice 04499599
05/21/2012	755729	Ingram Library Services	22.46	2600-55190-403227	Invoice 04499599
05/21/2012	755729	Ingram Library Services	19.24	2600-55190-403242	Invoice 04507678
05/21/2012	755729	Ingram Library Services	24.37	2600-55190-403226	Invoice 04507679
05/21/2012	755729	Ingram Library Services	7.06	2600-55190-403333	Invoice 04507680
05/21/2012	755729	Ingram Library Services	20.12	2600-55190-403226	Invoice 04507681
05/21/2012	755729	Ingram Library Services	32.98	2600-55190-403226	Invoice 04507683
05/21/2012	755729	Ingram Library Services	4.79	2600-55190-403226	Invoice 04507683
05/21/2012	755729	Ingram Library Services	15.31	2600-55190-403226	Invoice 04507684
05/21/2012	755729	Ingram Library Services	10.61	2600-55190-403255	Invoice 04507684
05/21/2012	755729	Ingram Library Services	53.75	2600-55190-403226	Invoice 04507685
05/21/2012	755729	Ingram Library Services	27.92	2600-55190-403227	Invoice 04507685
05/21/2012	755729	Ingram Library Services	10.61	2600-55190-403255	Invoice 04507686
05/21/2012	755729	Ingram Library Services	192.71	2600-55190-403226	Invoice 04507687
05/21/2012	755729	Ingram Library Services	11.79	2600-55190-403255	Invoice 04507687
05/21/2012	755729	Ingram Library Services	9.58	2600-55190-403226	Invoice 04507688

05/21/2012	755729	Ingram Library Services	686.05	2600-55190-403241	Invoice 04507689
05/21/2012	755729	Ingram Library Services	201.18	2600-55190-403242	Invoice 04507689
05/21/2012	755729	Ingram Library Services	7.06	2600-55110-407930	Invoice 04507690
05/21/2012	755733	Jares Fence Co	1,965.00	1500-21120-402120	Invoice 17736, Fence for Riot Gear in the basement of City Hall
05/21/2012	755733	Jares Fence Co	675.00	5210-15910-402450	P1 BARBWIRE & RAZOR WIRE INSTALLATION
05/21/2012	755738	Journalism Online LLC	3,545.00	2600-55190-403380	Invoice 00-053
05/21/2012	755739	Jtl Group Inc DbA Knife River	72.71	2110-31320-404520	1 1/2" crushed base
05/21/2012	755739	Jtl Group Inc DbA Knife River	730.67	2110-31320-404520	1 1/2" crushed base
05/21/2012	755739	Jtl Group Inc DbA Knife River	300.00	5030-75910-409340	3000 PSI CONCRETE
05/21/2012	755739	Jtl Group Inc DbA Knife River	610.50	2110-31320-404710	asphalt
05/21/2012	755739	Jtl Group Inc DbA Knife River	60.00	5020-75000-403680	DUMP FEE
05/21/2012	755739	Jtl Group Inc DbA Knife River	64.26	2110-31320-404520	1 1/2" crushed base
05/21/2012	755739	Jtl Group Inc DbA Knife River	1,115.95	2110-31320-404710	asphalt
05/21/2012	755739	Jtl Group Inc DbA Knife River	2,318.25	2110-31320-404710	asphalt
05/21/2012	755739	Jtl Group Inc DbA Knife River	40.00	5120-85000-403680	DUMP FEE
05/21/2012	755739	Jtl Group Inc DbA Knife River	548.90	2110-31320-404710	asphalt
05/21/2012	755746	Kois Brothers Equipment Co	-453.00	6010-00000-141000	7944 PO NUM 289091
05/21/2012	755746	Kois Brothers Equipment Co	180.58	5410-31220-402320	93702
05/21/2012	755746	Kois Brothers Equipment Co	354.58	5410-31220-402320	93741
05/21/2012	755746	Kois Brothers Equipment Co	160.60	6010-00000-141000	93755 PO NUM 289091
05/21/2012	755746	Kois Brothers Equipment Co	959.00	5410-31220-402320	93755-A
05/21/2012	755746	Kois Brothers Equipment Co	629.52	5410-31220-402320	93712
05/21/2012	755746	Kois Brothers Equipment Co	2,126.00	5410-31220-402320	93755
05/21/2012	755746	Kois Brothers Equipment Co	131.45	5410-31220-402320	93755
05/21/2012	755749	L N Curtis & Sons	10,570.00	1500-22290-402640	Coat: Globe Gxtreme/Gold Advance Ultra outer shell.
05/21/2012	755749	L N Curtis & Sons	6,342.00	1500-22310-402640	Coat: Globe Gxtreme/Gold Advance Ultra outer shell.
05/21/2012	755749	L N Curtis & Sons	4,207.00	1500-22240-402260	Pant: Globe Gxtreme Pant w/Gold Advanced Ultra Outer Shell
05/21/2012	755749	L N Curtis & Sons	3,179.00	1500-22290-402260	Pant: Globe Gxtreme Pant w/Gold Advanced Ultra Outer Shell
05/21/2012	755749	L N Curtis & Sons	5,766.00	1500-22290-402640	Pant: Globe Gxtreme Pant w/Gold Advanced Ultra Outer Shell
05/21/2012	755750	Labor Ready Inc	2,201.76	5410-31230-403581	labor at landfill

05/21/2012	755750	Labor Ready Inc	2,201.76	5410-31230-403581	labor at landfill
05/21/2012	755752	LSC	1,072.83	2030-15130-403547	Downtown circulator pilot project
05/21/2012	755752	LSC	1,609.26	2400-43010-407214	Downtown circulator pilot project
05/21/2012	755759	Mes-Nw	2,775.84	1500-22290-402490	1.75", 50ft sections, yellow, fire hose
05/21/2012	755759	Mes-Nw	285.00	1500-22290-402490	SHIPPING
05/21/2012	755764	MONTANA CSED	5,012.05	9000-00000-209926	Child Support
05/21/2012	755771	Montana Seals & Packing	4,309.65	5020-74000-402450	PARTS/SUPPLIES
05/21/2012	755773	Montana State Fireman's Assoc	2,679.46	9000-00000-209924	PAYROLL SUMMARY
05/21/2012	755777	Mppa	2,505.73	9000-00000-209923	PAYROLL SUMMARY
05/21/2012	755784	Northwest Industrial	342.50	5410-31220-402320	1442438
05/21/2012	755784	Northwest Industrial	12.29	2110-31320-402290	caution tape
05/21/2012	755784	Northwest Industrial	76.50	2110-31320-402320	chain for tailgates
05/21/2012	755784	Northwest Industrial	19.38	5020-75000-402410	hammer
05/21/2012	755784	Northwest Industrial	283.20	6700-31410-402190	marking paint
05/21/2012	755784	Northwest Industrial	19.05	5130-85910-409340	part
05/21/2012	755784	Northwest Industrial	16.58	2110-31320-402320	paver oil
05/21/2012	755784	Northwest Industrial	1,328.66	2110-31320-402290	safety sling like certified chains for lifting pipe
05/21/2012	755784	Northwest Industrial	24.02	5020-73120-402410	socket
05/21/2012	755784	Northwest Industrial	19.56	5130-85910-409340	supplies
05/21/2012	755784	Northwest Industrial	102.30	5020-75000-402410	supplies
05/21/2012	755784	Northwest Industrial	18.64	5020-75000-402410	tool
05/21/2012	755784	Northwest Industrial	19.62	5020-73120-402410	tools
05/21/2012	755784	Northwest Industrial	29.89	5020-73120-402410	tools
05/21/2012	755784	Northwest Industrial	58.32	5020-73120-402410	tools
05/21/2012	755784	Northwest Industrial	182.11	5020-73120-402410	tools
05/21/2012	755784	Northwest Industrial	56.64	6700-31410-402190	upside down marking paint
05/21/2012	755784	Northwest Industrial	20.89	2110-31320-402430	various drill bits
05/21/2012	755784	Northwest Industrial	541.40	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 289149
05/21/2012	755786	Northwestern Energy	2,080.38	5610-71130-403410	0100483-7. May 2012 Runway lights
05/21/2012	755786	Northwestern Energy	40.89	0100-51270-403410	07123870
05/21/2012	755786	Northwestern Energy	24.61	2600-55120-403410	07244643
05/21/2012	755786	Northwestern Energy	52.30	0100-51120-403410	08392805
05/21/2012	755786	Northwestern Energy	55.70	8720-51980-403410	10458131
05/21/2012	755786	Northwestern Energy	52.49	2110-31320-403410	17403577
05/21/2012	755786	Northwestern Energy	118.02	5120-85000-403410	822 SHILOH CROSSING LIFT STATION

05/21/2012	755786	Northwestern Energy	777.17	5020-74000-403410	AIRPORT RD ABOVE 17TH WEST/HWY 3 WALDO
05/21/2012	755786	Northwestern Energy	1,413.16	5610-71130-403410	0100484-8. May 2012 ARFF Facility
05/21/2012	755786	Northwestern Energy	95.35	0100-51220-403410	07125362
05/21/2012	755786	Northwestern Energy	8.95	2110-31320-403410	08554040
05/21/2012	755786	Northwestern Energy	442.29	1500-22210-403410	08715468
05/21/2012	755786	Northwestern Energy	591.97	5020-74000-403410	11164522
05/21/2012	755786	Northwestern Energy	52.78	2110-31320-403410	17488966
05/21/2012	755786	Northwestern Energy	24.25	0100-51220-403410	07208184
05/21/2012	755786	Northwestern Energy	430.27	0100-51120-403410	09254962
05/21/2012	755786	Northwestern Energy	142.97	5610-71170-403410	11389269
05/21/2012	755786	Northwestern Energy	24.59	5610-71130-403410	1647695-4. May 2012 De-icer
05/21/2012	755786	Northwestern Energy	35.81	0100-51120-403410	18366666
05/21/2012	755786	Northwestern Energy	81.36	0100-51260-403410	07208218
05/21/2012	755786	Northwestern Energy	468.43	6500-15660-403410	09758087
05/21/2012	755786	Northwestern Energy	1,007.74	6500-15660-403410	11608023
05/21/2012	755786	Northwestern Energy	727.77	5610-71170-403410	1669567-8. May 2012 1737 Hwy 3
05/21/2012	755786	Northwestern Energy	4.22	2110-31320-403410	20470191
05/21/2012	755786	Northwestern Energy	3,617.65	5020-74000-403410	07222649
05/21/2012	755786	Northwestern Energy	2,675.23	6500-15660-403410	11608049
05/21/2012	755786	Northwestern Energy	67.33	5610-71170-403410	1264299-7. May 2012 1551 Aviation Place
05/21/2012	755786	Northwestern Energy	666.52	0100-51120-403410	07222870
05/21/2012	755786	Northwestern Energy	3,609.17	6500-15660-403410	12693917
05/21/2012	755786	Northwestern Energy	7.15	5610-71170-403410	1341289-5. May 2012 1555 Aviation Place
05/21/2012	755786	Northwestern Energy	3,888.90	5020-74000-403410	07230402
05/21/2012	755786	Northwestern Energy	100.57	5610-71170-403410	1341291-1. May 2012 1559 Aviation Place
05/21/2012	755786	Northwestern Energy	697.93	0100-51120-403410	07230451
05/21/2012	755786	Northwestern Energy	494.71	5610-71170-403410	1341295-2. May 2012 1563 Aviation Place
05/21/2012	755786	Northwestern Energy	18.50	5020-74000-403410	07230592
05/21/2012	755786	Northwestern Energy	1,444.81	5610-71190-403410	1993430-6. May 2012 QTA Car Wash
05/21/2012	755786	Northwestern Energy	394.04	5610-71190-403410	2001846-1. May 2012 QTA Mud Wash
05/21/2012	755786	Northwestern Energy	174.81	5610-71190-403410	2001848-7. May 2012 Detail Bay 1 Hertz
05/21/2012	755786	Northwestern Energy	184.61	5610-71190-403410	2001855-2. May 2012 Detail Bay 2 National/Alamo
05/21/2012	755786	Northwestern Energy	105.03	5610-71190-403410	2001862-8. May 2012 Detail Bay 3 Enterprise
05/21/2012	755786	Northwestern Energy	164.72	5610-71190-403410	2001865-1. May 2012 Detail Bay 4 Avis

05/21/2012	755786	Northwestern Energy	122.92	5610-71190-403410	2001867-7. May 2012 Detail Bay 5 Thrifty/Dollar
05/21/2012	755790	One Eighty Communications	40.60	5610-71100-403450	Airport 2948370 Airport Alarm
05/21/2012	755790	One Eighty Communications	3,642.05	6060-19310-403450	Main Bill Acct 00001906
05/21/2012	755790	One Eighty Communications	195.67	6060-19310-403450	Main Bill T-1 Account 00018768
05/21/2012	755790	One Eighty Communications	39.00	1500-21110-403450	CPC line 247-8592 Account 00018768
05/21/2012	755790	One Eighty Communications	46.00	0100-51120-403450	Dehler Park line 867-7275
05/21/2012	755790	One Eighty Communications	489.86	6700-31410-403450	Depot 60%
05/21/2012	755790	One Eighty Communications	326.56	6600-31100-403450	Depot 40%
05/21/2012	755790	One Eighty Communications	79.95	6200-19110-403452	IT Internet Connection
05/21/2012	755790	One Eighty Communications	2.50	1500-22250-403450	Comm Center Long Distance Charges
05/21/2012	755790	One Eighty Communications	-1,729.97	2600-55180-403590	Library Internet
05/21/2012	755790	One Eighty Communications	980.00	2600-55180-403590	Library Internet
05/21/2012	755796	Polydyne Inc	15,675.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 289524
05/21/2012	755805	Rimrock Foundation	4,498.14	2460-12530-403590	Drug Court April 2012
05/21/2012	755805	Rimrock Foundation	3,885.40	7380-12640-403560	SAMHSA April 2012
05/21/2012	755805	Rimrock Foundation	3,318.32	7380-12640-403590	SAMHSA April 2012
05/21/2012	755805	Rimrock Foundation	12.94	7380-12640-403730	SAMHSA April 2012
05/21/2012	755805	Rimrock Foundation	2,552.58	7380-12640-403990	SAMHSA April 2012
05/21/2012	755812	Rootx	13,627.00	5120-85000-402220	GREASE-X EMULSIFIER ROOT-X
05/21/2012	755821	Skycon Inc	4,080.00	5610-71120-403660	Invoice #487. Semi-Annual preventative maintenance services on gates.
05/21/2012	755823	Springsted	18,775.97	4670-51630-405510	001061.111 invoice 1
05/21/2012	755836	Town & Country Supply Association	29,339.93	5610-71180-402313	Invoice #92809. Car rental fuel.
05/21/2012	755837	Tractor & Equipment	1,532.60	5410-31230-402320	20 elements for landfill
05/21/2012	755837	Tractor & Equipment	1,621.03	4160-74930-409220	EQUIPMENT RENTAL
05/21/2012	755837	Tractor & Equipment	698.25	2110-31320-405333	freight charge to return trackhoe from morledge
05/21/2012	755844	Vermeer Rocky Mountain Inc.	2,402.60	0100-51120-403690	Brush chopper for Parks and Cemetery.
05/21/2012	755844	Vermeer Rocky Mountain Inc.	423.99	0100-51420-403620	Brush chopper for Parks and Cemetery.
05/21/2012	755852	Yellowstone County Gis	7,000.00	6200-19130-403590	Yellowstone County MOU Agreement 4th Installment
05/21/2012	755853	Yellowstone County Sheriffs	4,167.50	2550-21420-407910	PE/PI reimbursement for HIDTA Quarter 1 end 3/31/12. 1/2 County Share.
05/21/2012	755853	Yellowstone County Sheriffs	443.56	2550-21420-401220	Reimbursement of OT for HIDTA Qtr 1 ending 3/31/12 for Benjamin.

05/21/2012	755853	Yellowstone County Sheriffs	272.85	2550-21420-401220	Reimbursement of OT for HIDTA Qtr 1 ending 3/31/12 for Charbonneau.
05/21/2012	755853	Yellowstone County Sheriffs	3,637.47	2550-21420-401220	Reimbursement of OT for HIDTA Qtr 1 ending 3/31/12 for Korb.
05/21/2012	755854	Yellowstone Valley Animal Shelter	20,666.67	1500-21700-403990	contract 3-22-12\4-21-12

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: Payment of Claims May 29, 2012.

PRESENTED BY: Pat M. Weber, Finance Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$934,761.83 have been audited and are presented for your approval for payment. A complete listing of the claims dated May 29, 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 05/29/2012

Check Date	Check	Name	Amount	Account	Item Desc
05/29/2012	755865	Archie Cochrane	144.92	5710-71470-402320	5076692
05/29/2012	755865	Archie Cochrane	43.69	1500-21120-402320	5076866
05/29/2012	755865	Archie Cochrane	3.00	5410-31230-402320	5077352
05/29/2012	755865	Archie Cochrane	4,367.31	5710-71470-402320	AUTO &TRUCK MAINT.ITEMS
05/29/2012	755865	Archie Cochrane	112.00	1500-21120-402320	5076923
05/29/2012	755865	Archie Cochrane	32.41	1500-21120-402320	5077156
05/29/2012	755865	Archie Cochrane	56.82	1500-21120-402320	5077353
05/29/2012	755865	Archie Cochrane	76.97	1500-21120-402320	5077585
05/29/2012	755865	Archie Cochrane	-43.69	1500-21120-402320	5077600
05/29/2012	755865	Archie Cochrane	33.90	2110-31320-402320	5077618
05/29/2012	755865	Archie Cochrane	198.92	1500-21120-402320	5077733
05/29/2012	755865	Archie Cochrane	15.47	2110-31320-402320	5077755
05/29/2012	755865	Archie Cochrane	222.36	1500-21120-402320	5077854
05/29/2012	755865	Archie Cochrane	259.98	1500-21120-402320	5077855
05/29/2012	755865	Archie Cochrane	22.65	2090-44520-402320	5077856
05/29/2012	755869	Balco Uniform Co Inc	305.94	1500-21120-402260	Item 74326-750-30, PDU B-CL Twill Cargo Pants, Color: Midnight Nav(750) Size: 30
05/29/2012	755869	Balco Uniform Co Inc	101.98	1500-21120-402260	Item 72345-750-XXL-R, PDU L/S B-CL Twill Shirt, Color: Midnight Nav(750) Size: XXL - Regular
05/29/2012	755869	Balco Uniform Co Inc	509.90	1500-21120-402260	Item 74326-750-31, PDU B-CL Twill Cargo Pants, Color: Midnight Nav(750) Size: 31
05/29/2012	755869	Balco Uniform Co Inc	203.96	1500-21120-402260	Item 74326-750-33, PDU B-CL Twill Cargo Pants, Color: Midnight Nav(750) Size: 33
05/29/2012	755869	Balco Uniform Co Inc	305.94	1500-21120-402260	Item 74326-750-36, PDU B-CL Twill Cargo Pants, Color: Midnight Nav(750) Size: 36
05/29/2012	755869	Balco Uniform Co Inc	509.90	1500-21120-402260	Item 74326-750-38, PDU B-CL Twill Cargo Pants, Color: Midnight Nav(750) Size: 38
05/29/2012	755869	Balco Uniform Co Inc	100.00	1500-21120-402260	Shipping
05/29/2012	755869	Balco Uniform Co Inc	203.96	1500-21120-402260	Item 74326-750-42, PDU B-CL Twill Cargo Pants, Color: Midnight Nav(750) Size: 42
05/29/2012	755869	Balco Uniform Co Inc	168.00	1500-21120-402260	Add Emblems

05/29/2012	755869	Balco Uniform Co Inc	203.96	1500-21120-402260	Item 72345-750-XL-R, PDU L/S B-CL Twill Shirt, Color: Midnight Nav(750) Size: XL - Regular
05/29/2012	755869	Balco Uniform Co Inc	305.94	1500-21120-402260	Item 72345-750-XL-T, PDU L/S B-CL Twill Shirt, Color: Midnight Nav(750) Size: XL - Tall
05/29/2012	755869	Balco Uniform Co Inc	203.96	1500-21120-402260	Item 72345-750-L-T, PDU L/S B-CL Twill Shirt, Color: Midnight Nav(750) Size: L - Tall
05/29/2012	755869	Balco Uniform Co Inc	509.90	1500-21120-402260	Item 71177-750-XXL-R, PDU S/S B-CL Twill Shirt, Color: Midnight Nav(750) Size: XXL - Regular
05/29/2012	755869	Balco Uniform Co Inc	203.96	1500-21120-402260	Item 71177-750-XL-R, PDU S/S B-CL Twill Shirt, Color: Midnight Nav(750) Size: XL - Regular
05/29/2012	755869	Balco Uniform Co Inc	1,019.80	1500-21120-402260	Item 71177-750-M-R, PDU S/S B-CL Twill Shirt, Color: Midnight Nav(750) Size: M - Regular
05/29/2012	755869	Balco Uniform Co Inc	305.94	1500-21120-402260	Item 71177-750-S-R, PDU S/S B-CL Twill Shirt, Color: Midnight Nav(750) Size: S - Regular
05/29/2012	755869	Balco Uniform Co Inc	3,680.00	1500-21120-402120	Uniform order per attached Quote #30873-1. Please ship to: Billings Police Department, Attn: Mark Balter, 220 N 27th Street, Billings, MT 59101.
05/29/2012	755888	Connor's Garage Door Service	2,642.00	5610-71130-403660	Invoice #1919. Annual service to 15 large overhead doors at Ops Center.
05/29/2012	755891	CTA Architects	78.00	4940-51630-409370	Professional services for Dehler Park dugout netting.
05/29/2012	755891	CTA Architects	11,330.38	4120-71550-409250	Consulting services from April 1, 2012 through April 29, 2012 on Metroplex Upgrades
05/29/2012	755894	Department of Justice	20,118.34	1500-21110-403450	Criminal Justice INformation Network Services for the period of 7/1/12 to 6/30/13
05/29/2012	755896	Dixie Petro-Chem	2,752.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 289556
05/29/2012	755896	Dixie Petro-Chem	2,752.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 289561
05/29/2012	755910	Good Earth Works Co Inc The	5,154.73	8400-31840-409310	WO 05-15 HOWARD HEIGHTS PARK; Pymt#3

05/29/2012	755910	Good Earth Works Co Inc The	29,894.04	8400-31840-409310	WO 05-15 Howard Heights; Pymt#3
05/29/2012	755910	Good Earth Works Co Inc The	137,412.98	4670-51630-409310	Payment #4 for the construction of Yellowstone Family Park.
05/29/2012	755922	Hi Mile Tire Inc	4,940.44	4120-71630-409440	Tires purchased for paratransit vans received through Earmark Grant.
05/29/2012	755922	Hi Mile Tire Inc	7.58	5710-71470-402390	Tires purchased for paratransit vans received through Earmark Grant.
05/29/2012	755922	Hi Mile Tire Inc	1,061.05	5710-71440-402390	Mount & dismount tires, balance & stems.
05/29/2012	755922	Hi Mile Tire Inc	147.50	5710-71470-402390	Mount & dismount tires, balance & stems.
05/29/2012	755930	Jtl Group Inc DbA Knife River	67,473.14	2800-65810-407220	Encumbrance includes change order No. 1, JTL dba Knife River P631
05/29/2012	755930	Jtl Group Inc DbA Knife River	1,647.25	2110-31320-404710	asphalt
05/29/2012	755930	Jtl Group Inc DbA Knife River	4,346.10	2110-31320-404710	Asphalt
05/29/2012	755930	Jtl Group Inc DbA Knife River	945.63	2110-31320-404520	1 1/2" crushed base
05/29/2012	755930	Jtl Group Inc DbA Knife River	607.69	2110-31320-404520	1 1/2" crushed base
05/29/2012	755930	Jtl Group Inc DbA Knife River	1,656.60	2110-31320-404710	asphalt
05/29/2012	755930	Jtl Group Inc DbA Knife River	1,981.20	2110-31320-404710	asphalt
05/29/2012	755930	Jtl Group Inc DbA Knife River	1,982.20	2110-31320-404710	asphalt
05/29/2012	755931	Kantex Industries Inc	1,664.00	0100-51120-403990	2 man crew w/vacuum excavation rig for Vintage Lane, Highland Park and Pioneer Park.
05/29/2012	755931	Kantex Industries Inc	1,040.00	0100-51120-403990	2 man crew w/vacuum excavation rig for Vintage Lane, Highland Park and Pioneer Park.
05/29/2012	755936	Land Design Inc	4,100.00	4670-51630-409310	Yellowstone Family Park Creation Documents- Payment 8 Invoice 2012-069 for 60% of construction administration.
05/29/2012	755944	Mcneilus Truck & Manufacturing	5,800.00	5410-31220-402320	1869479
05/29/2012	755944	Mcneilus Truck & Manufacturing	151.59	5410-31220-402320	1871784
05/29/2012	755955	New World Systems	640.00	1500-22210-403553	019717: SERVICES PERFORMED 4/16/2012 PER CONTRACT DATED 4/1/2011
05/29/2012	755955	New World Systems	1,943.70	1500-22210-403553	019778 MSP/FIRE RECORDS TRAVEL TIME & EXPENSES APR 16-20 2012 - RELATED TO CONVERSION TO MSP - PROJECT #BIL0537-C-11-01-B-04
05/29/2012	755955	New World Systems	1,848.89	1500-22210-403553	020137: MAY3-5 2012 TRAVEL TIME & EXPENSES (FRED DINGMAN)

05/29/2012	755955	New World Systems	640.00	1500-22210-403553	020089: SERVICES MSP PROJECT APR 30 & MAY 4 2012 (FRED DINGMAN)
05/29/2012	755958	Northwestern Energy	472.11	8100-31830-403410	SILMD 009 ACCT# 0712545-3
05/29/2012	755958	Northwestern Energy	1,102.64	8100-31830-403410	SILMD 173 ACCT# 0712612-1
05/29/2012	755958	Northwestern Energy	88.22	8100-31830-403410	SILMD 239 ACCT# 0712673-3
05/29/2012	755958	Northwestern Energy	1,304.77	8100-31830-403410	SILMD 010 ACCT# 0712546-1
05/29/2012	755958	Northwestern Energy	926.20	8100-31830-403410	SILMD 174 ACCT# 0712613-9
05/29/2012	755958	Northwestern Energy	349.63	8100-31830-403410	SILMD 240 ACCT# 0712674-1
05/29/2012	755958	Northwestern Energy	1,860.03	8100-31830-403410	SILMD 014 ACCT# 0721277-2
05/29/2012	755958	Northwestern Energy	40.16	8100-31830-403410	SILMD 176 ACCT# 0712615-4
05/29/2012	755958	Northwestern Energy	77.40	8100-31830-403410	SILMD 242 ACCT# 0712676-6
05/29/2012	755958	Northwestern Energy	3,806.46	8100-31830-403410	SILMD 013 ACCT# 0721276-4
05/29/2012	755958	Northwestern Energy	308.73	8100-31830-403410	SILMD 175 ACCT# 0712614-7
05/29/2012	755958	Northwestern Energy	577.00	8100-31830-403410	SILMD 241 ACCT# 0712675-8
05/29/2012	755958	Northwestern Energy	87.40	8100-31830-403410	SILMD 018 ACCT# 0712554-5
05/29/2012	755958	Northwestern Energy	485.16	8100-31830-403410	SILMD 179 ACCT# 0712617-0
05/29/2012	755958	Northwestern Energy	79.92	8100-31830-403410	SILMD 245 ACCT# 0712678-2
05/29/2012	755958	Northwestern Energy	1,139.88	8100-31830-403410	SILMD 017 ACCT# 0712553-7
05/29/2012	755958	Northwestern Energy	242.58	8100-31830-403410	SILMD 178 ACCT# 0712616-2
05/29/2012	755958	Northwestern Energy	103.22	8100-31830-403410	SILMD 244 ACCT# 0712677-4
05/29/2012	755958	Northwestern Energy	420.59	8100-31830-403410	SILMD 095 ACCT# 0712556-0
05/29/2012	755958	Northwestern Energy	330.79	8100-31830-403410	SILMD 180 ACCT# 0712618-8
05/29/2012	755958	Northwestern Energy	309.63	8100-31830-403410	SILMD 246 ACCT# 0712679-0
05/29/2012	755958	Northwestern Energy	11,094.81	2110-31320-403410	NWE SIGNALS
05/29/2012	755958	Northwestern Energy	459.93	8100-31830-403410	SILMD 008 ACCT# 0712544-6
05/29/2012	755958	Northwestern Energy	501.67	8100-31830-403410	SILMD 172 ACCT# 0712611-3
05/29/2012	755958	Northwestern Energy	13.77	8100-31830-403410	SILMD 238 ACCT# 0712672-5
05/29/2012	755958	Northwestern Energy	877.29	8100-31830-403410	SILMD 114 ACCT# 0712563-6
05/29/2012	755958	Northwestern Energy	220.53	8100-31830-403410	SILMD 187 ACCT# 0712625-3
05/29/2012	755958	Northwestern Energy	516.05	8100-31830-403410	SILMD 252 ACCT# 0719162-0
05/29/2012	755958	Northwestern Energy	4,076.83	8100-31830-403410	SILMD 109 ACCT# 0712561-0
05/29/2012	755958	Northwestern Energy	132.33	8100-31830-403410	SILMD 185 ACCT# 0712623-8
05/29/2012	755958	Northwestern Energy	177.13	8100-31830-403410	SILMD 250 ACCT# 0719001-00
05/29/2012	755958	Northwestern Energy	165.16	8100-31830-403410	SILMD 113 ACCT# 0712562-8
05/29/2012	755958	Northwestern Energy	563.28	8100-31830-403410	SILMD 186 ACCT# 0712624-6
05/29/2012	755958	Northwestern Energy	3,665.24	8100-31830-403410	SILMD 251 ACCT# 0718801-4
05/29/2012	755958	Northwestern Energy	206.43	8100-31830-403410	SILMD 115 ACCT# 0712564-4

05/29/2012	755958	Northwestern Energy	264.63	8100-31830-403410	SILMD 188 ACCT# 0712626-1
05/29/2012	755958	Northwestern Energy	1,801.57	8100-31830-403410	SILMD 253 ACCT# 0719644-7
05/29/2012	755958	Northwestern Energy	541.86	8100-31830-403410	SILMD 116 ACCT# 0712565-1
05/29/2012	755958	Northwestern Energy	220.53	8100-31830-403410	SILMD 189 ACCT# 0712627-9
05/29/2012	755958	Northwestern Energy	131.57	8100-31830-403410	SILMD 254 ACCT# 0719763-5
05/29/2012	755958	Northwestern Energy	2,990.32	8100-31830-403410	SILMD 117 ACCT# 0712566-9
05/29/2012	755958	Northwestern Energy	1,146.74	8100-31830-403410	SILMD 190 ACCT# 0712628-7
05/29/2012	755958	Northwestern Energy	129.35	8100-31830-403410	SILMD 255 ACCT# 0720813-5
05/29/2012	755958	Northwestern Energy	215.50	8100-31830-403410	SILMD 118 ACCT# 0712567-7
05/29/2012	755958	Northwestern Energy	393.98	8100-31830-403410	SILMD 191 ACCT# 0712629-5
05/29/2012	755958	Northwestern Energy	766.90	8100-31830-403410	SILMD 257 ACCT# 0720360-7
05/29/2012	755958	Northwestern Energy	1,625.56	8100-31830-403410	SILMD 107 ACCT# 0712560-2
05/29/2012	755958	Northwestern Energy	352.84	8100-31830-403410	SILMD 184 ACCT# 0712622-0
05/29/2012	755958	Northwestern Energy	7.84	8100-31830-403410	SILMD 250 ACCT# 1301786-8
05/29/2012	755958	Northwestern Energy	2,442.50	8100-31830-403410	SILMD 100 ACCT# 0712559-4
05/29/2012	755958	Northwestern Energy	1,102.64	8100-31830-403410	SILMD 183 ACCT# 0712621-2
05/29/2012	755958	Northwestern Energy	2,554.47	8100-31830-403410	SILMD 249 ACCT# 0718734-7
05/29/2012	755958	Northwestern Energy	12,198.62	8100-31830-403410	SILMD 097 ACCT# 0712557-8
05/29/2012	755958	Northwestern Energy	1,573.96	8100-31830-403410	SILMD 181 ACCT# 0712619-6
05/29/2012	755958	Northwestern Energy	673.07	8100-31830-403410	SILMD 247 ACCT# 0712680-8
05/29/2012	755958	Northwestern Energy	1,490.76	8100-31830-403410	SILMD 099 ACCT# 0712558-6
05/29/2012	755958	Northwestern Energy	551.31	8100-31830-403410	SILMD 182 ACCT# 0712620-4
05/29/2012	755958	Northwestern Energy	2,278.27	8100-31830-403410	SILMD 248 ACCT# 0712681-6
05/29/2012	755958	Northwestern Energy	141.77	8100-31830-403410	SILMD 119 ACCT# 0712568-5
05/29/2012	755958	Northwestern Energy	286.69	8100-31830-403410	SILMD 192 ACCT# 0712630-3
05/29/2012	755958	Northwestern Energy	2,432.15	8100-31830-403410	SILMD 258 ACCT# 0720606-3
05/29/2012	755958	Northwestern Energy	2,322.25	8100-31830-403410	SILMD 121 ACCT# 0712570-1
05/29/2012	755958	Northwestern Energy	705.69	8100-31830-403410	SILMD 193 ACCT# 0712631-1
05/29/2012	755958	Northwestern Energy	7.24	8100-31830-403410	SILMD 259 ACCT# 1301786-8
05/29/2012	755958	Northwestern Energy	176.43	8100-31830-403410	SILMD 122 ACCT# 0712571-9
05/29/2012	755958	Northwestern Energy	233.08	8100-31830-403410	SILMD 194 ACCT# 0712632-9
05/29/2012	755958	Northwestern Energy	1,163.64	8100-31830-403410	SILMD 259 ACCT# 0720810-1
05/29/2012	755958	Northwestern Energy	309.63	8100-31830-403410	SILMD 123 ACCT# 0712572-7
05/29/2012	755958	Northwestern Energy	194.23	8100-31830-403410	SILMD 195 ACCT# 0712633-7
05/29/2012	755958	Northwestern Energy	464.45	8100-31830-403410	SILMD 261 ACCT# 0720705-3
05/29/2012	755958	Northwestern Energy	903.09	8100-31830-403410	SILMD 124 ACCT# 0712573-5
05/29/2012	755958	Northwestern Energy	62.44	8100-31830-403410	SILMD 196 ACCT# 0712634-5

05/29/2012	755958	Northwestern Energy	2,927.85	8100-31830-403410	SILMD 262 ACCT# 0720937-2
05/29/2012	755958	Northwestern Energy	361.23	8100-31830-403410	SILMD 125 ACCT# 0712574-3
05/29/2012	755958	Northwestern Energy	62.44	8100-31830-403410	SILMD 197 ACCT# 0712635-2
05/29/2012	755958	Northwestern Energy	637.63	8100-31830-403410	SILMD 263 ACCT# 0720716-0
05/29/2012	755958	Northwestern Energy	180.63	8100-31830-403410	SILMD 126 ACCT# 0712575-0
05/29/2012	755958	Northwestern Energy	110.26	8100-31830-403410	SILMD 198 ACCT# 0712636-0
05/29/2012	755958	Northwestern Energy	143.53	8100-31830-403410	SILMD 264 ACCT# 0721427-3
05/29/2012	755958	Northwestern Energy	661.57	8100-31830-403410	SILMD 127 ACCT# 0712576-8
05/29/2012	755958	Northwestern Energy	66.60	8100-31830-403410	SILMD 200 ACCT# 0712637-8
05/29/2012	755958	Northwestern Energy	326.94	8100-31830-403410	SILMD 265 ACCT# 0721556-9
05/29/2012	755958	Northwestern Energy	463.11	8100-31830-403410	SILMD 128 ACCT# 0712577-6
05/29/2012	755958	Northwestern Energy	463.11	8100-31830-403410	SILMD 201 ACCT# 0712638-6
05/29/2012	755958	Northwestern Energy	40.67	8100-31830-403410	SILMD 266 ACCT# 0721684-9
05/29/2012	755958	Northwestern Energy	309.63	8100-31830-403410	SILMD 129 ACCT# 0712578-4
05/29/2012	755958	Northwestern Energy	716.97	8100-31830-403410	SILMD 202 INV# 0712639-4
05/29/2012	755958	Northwestern Energy	67.98	8100-31830-403410	SILMD 269 ACCT# 0833098-7
05/29/2012	755958	Northwestern Energy	117.07	8100-31830-403410	SILMD 130 ACCT# 0712579-2
05/29/2012	755958	Northwestern Energy	16.66	8100-31830-403410	SILMD 203 ACCT# 0712640-2
05/29/2012	755958	Northwestern Energy	382.70	8100-31830-403410	SILMD 270 ACCT# 0906944-4
05/29/2012	755958	Northwestern Energy	799.89	8100-31830-403410	SILMD 131 ACCT# 0712580-0
05/29/2012	755958	Northwestern Energy	328.83	8100-31830-403410	SILMD 204 ACCT# 0712641-0
05/29/2012	755958	Northwestern Energy	930.04	8100-31830-403410	SILMD 271 ACCT# 0995095-7
05/29/2012	755958	Northwestern Energy	217.40	8100-31830-403410	SILMD 133 ACCT# 0712581-8
05/29/2012	755958	Northwestern Energy	32.14	8100-31830-403410	SILMD 205 ACCT# 0712642-8
05/29/2012	755958	Northwestern Energy	2,623.02	8100-31830-403410	SILMD 272 ACCT# 0905005-5
05/29/2012	755958	Northwestern Energy	501.68	8100-31830-403410	SILMD 134 ACCT# 0712582-6
05/29/2012	755958	Northwestern Energy	308.73	8100-31830-403410	SILMD 206 ACCT# 0712643-6
05/29/2012	755958	Northwestern Energy	188.15	8100-31830-403410	SILMD 273 ACCT# 0926386-4
05/29/2012	755958	Northwestern Energy	485.16	8100-31830-403410	SILMD 135 ACCT# 0712583-4
05/29/2012	755958	Northwestern Energy	352.84	8100-31830-403410	SILMD 207 ACCT# 0712644-4
05/29/2012	755958	Northwestern Energy	58.26	8100-31830-403410	SILMD 274 ACCT# 0907926-0
05/29/2012	755958	Northwestern Energy	429.55	8100-31830-403410	SILMD 136 ACCT# 0712584-2
05/29/2012	755958	Northwestern Energy	235.01	8100-31830-403410	SILMD 208 ACCT# 0712645-1
05/29/2012	755958	Northwestern Energy	415.60	8100-31830-403410	SILMD 276 ACCT# 0961926-3
05/29/2012	755958	Northwestern Energy	232.22	8100-31830-403410	SILMD 139 ACCT# 0712587-5
05/29/2012	755958	Northwestern Energy	41.63	8100-31830-403410	SILMD 211 ACCT# 0712648-5
05/29/2012	755958	Northwestern Energy	57.27	8100-31830-403410	SILMD 279 ACCT# 1124127-0

05/29/2012	755958	Northwestern Energy	346.26	8100-31830-403410	SILMD 137 ACCT# 0712585-9
05/29/2012	755958	Northwestern Energy	507.21	8100-31830-403410	SILMD 209 ACCT# 0712646-9
05/29/2012	755958	Northwestern Energy	770.85	8100-31830-403410	SILMD 277 ACCT# 1058710-3
05/29/2012	755958	Northwestern Energy	696.68	8100-31830-403410	SILMD 138 ACCT# 0712586-7
05/29/2012	755958	Northwestern Energy	74.93	8100-31830-403410	SILMD 210 ACCT# 0712647-7
05/29/2012	755958	Northwestern Energy	203.96	8100-31830-403410	SILMD 278 ACCT# 1087619-1
05/29/2012	755958	Northwestern Energy	541.64	8100-31830-403410	SILMD 143 ACCT# 0712588-3
05/29/2012	755958	Northwestern Energy	41.63	8100-31830-403410	SILMD 212 ACCT# 0712649-3
05/29/2012	755958	Northwestern Energy	631.26	8100-31830-403410	SILMD 280 ACCT# 1045653-1
05/29/2012	755958	Northwestern Energy	25.78	8100-31830-403410	SILMD 144 ACCT# 0712589-1
05/29/2012	755958	Northwestern Energy	24.99	8100-31830-403410	SILMD 213 ACCT# 0712650-1
05/29/2012	755958	Northwestern Energy	89.74	8100-31830-403410	SILMD 281 ACCT# 1079722-3
05/29/2012	755958	Northwestern Energy	441.05	8100-31830-403410	SILMD 145 ACCT# 0712590-9
05/29/2012	755958	Northwestern Energy	441.24	8100-31830-403410	SILMD 214 ACCT# 0712651-9
05/29/2012	755958	Northwestern Energy	330.19	8100-31830-403410	SILMD 283 ACCT# 1172743-5
05/29/2012	755958	Northwestern Energy	335.44	8100-31830-403410	SILMD 146 ACCT# 0712591-7
05/29/2012	755958	Northwestern Energy	132.33	8100-31830-403410	SILMD 216 ACCT# 0712652-7
05/29/2012	755958	Northwestern Energy	315.58	8100-31830-403410	SILMD 285 ACCT# 1206985-2
05/29/2012	755958	Northwestern Energy	860.05	8100-31830-403410	SILMD 157 ACCT# 0712600-6
05/29/2012	755958	Northwestern Energy	267.57	8100-31830-403410	SILMD 226 ACCT# 0712660-0
05/29/2012	755958	Northwestern Energy	441.05	8100-31830-403410	SILMD 294 ACCT# 1481535-1
05/29/2012	755958	Northwestern Energy	748.29	8100-31830-403410	SILMD 158 ACCT# 0712601-4
05/29/2012	755958	Northwestern Energy	541.35	8100-31830-403410	SILMD 227 ACCT# 0712661-8
05/29/2012	755958	Northwestern Energy	103.22	8100-31830-403410	SILMD 295 ACCT# 1481536-9
05/29/2012	755958	Northwestern Energy	1,015.11	8100-31830-403410	SILMD 159 ACCT# 0712602-2
05/29/2012	755958	Northwestern Energy	748.29	8100-31830-403410	SILMD 228 ACCT# 0712662-6
05/29/2012	755958	Northwestern Energy	1,185.68	8100-31830-403410	SILMD 296 ACCT# 1481537-7
05/29/2012	755958	Northwestern Energy	670.88	8100-31830-403410	SILMD 160 ACCT# 0712603-0
05/29/2012	755958	Northwestern Energy	387.04	8100-31830-403410	SILMD 229 ACCT# 0712663-4
05/29/2012	755958	Northwestern Energy	198.47	8100-31830-403410	SILMD 297 ACCT# 1481539-3
05/29/2012	755958	Northwestern Energy	992.36	8100-31830-403410	SILMD 161 ACCT# 0712604-8
05/29/2012	755958	Northwestern Energy	903.08	8100-31830-403410	SILMD 230 ACCT# 0712664-2
05/29/2012	755958	Northwestern Energy	176.43	8100-31830-403410	SILMD 298 ACCT# 1481540-1
05/29/2012	755958	Northwestern Energy	56.24	8100-31830-403410	SILMD 162 ACCT# 0712605-5
05/29/2012	755958	Northwestern Energy	541.86	8100-31830-403410	SILMD 231 ACCT# 0712665-9
05/29/2012	755958	Northwestern Energy	375.99	8100-31830-403410	SILMD 300 ACCT# 1662840-6
05/29/2012	755958	Northwestern Energy	602.16	8100-31830-403410	SILMD 163 ACCT# 0712606-3

05/29/2012	755958	Northwestern Energy	2,348.05	8100-31830-403410	SILMD 232 ACCT# 0712666-7
05/29/2012	755958	Northwestern Energy	1,664.05	8100-31830-403410	SILMD 301 ACCT# 1687005-7
05/29/2012	755958	Northwestern Energy	352.84	8100-31830-403410	SILMD 164 ACCT# 0712607-1
05/29/2012	755958	Northwestern Energy	727.47	8100-31830-403410	SILMD 233 ACCT# 0712667-5
05/29/2012	755958	Northwestern Energy	198.67	8100-31830-403410	SILMD 302 ACCT# 1607534-3
05/29/2012	755958	Northwestern Energy	825.69	8100-31830-403410	SILMD 165 ACCT# 0712608-9
05/29/2012	755958	Northwestern Energy	428.65	8100-31830-403410	SILMD 234 ACCT# 0712668-3
05/29/2012	755958	Northwestern Energy	775.62	8100-31830-403410	SILMD 305 ACCT# 1695873-8
05/29/2012	755958	Northwestern Energy	220.53	8100-31830-403410	SILMD 167 ACCT# 0712609-7
05/29/2012	755958	Northwestern Energy	457.78	8100-31830-403410	SILMD 235 ACCT# 0712669-1
05/29/2012	755958	Northwestern Energy	184.45	8100-31830-403410	SILMD 306 ACCT# 1740353-6
05/29/2012	755958	Northwestern Energy	529.27	8100-31830-403410	SILMD 171 ACCT# 0712610-5
05/29/2012	755958	Northwestern Energy	145.67	8100-31830-403410	SILMD 236 ACCT# 0712670-9
05/29/2012	755958	Northwestern Energy	251.93	8100-31830-403410	SILMD 309 ACCT#0712569-3
05/29/2012	755958	Northwestern Energy	374.90	8100-31830-403410	SILMD 237 ACCT# 0712671-7
05/29/2012	755958	Northwestern Energy	48.23	8100-31830-403410	SILMD 320 ACCT# 0712569-3
05/29/2012	755958	Northwestern Energy	433.93	8100-31830-403410	SILMD 147 ACCT# 0712592-5
05/29/2012	755958	Northwestern Energy	346.25	8100-31830-403410	SILMD 217 ACCT# 0712653-5
05/29/2012	755958	Northwestern Energy	221.90	8100-31830-403410	SILMD 286 ACCT# 1296582-8
05/29/2012	755958	Northwestern Energy	1,330.86	8100-31830-403410	SILMD 149 ACCT# 0712593-3
05/29/2012	755958	Northwestern Energy	221.64	8100-31830-403410	SILMD 220 ACCT# 0712654-3
05/29/2012	755958	Northwestern Energy	97.01	8100-31830-403410	SILMD 287 ACCT# 1246537-3
05/29/2012	755958	Northwestern Energy	593.46	8100-31830-403410	SILMD 151 ACCT# 0712595-8
05/29/2012	755958	Northwestern Energy	8.02	8100-31830-403410	SILMD 221 ACCT# 0712655-0
05/29/2012	755958	Northwestern Energy	1,667.10	8100-31830-403410	SILMD 288 ACCT# 1303978-9
05/29/2012	755958	Northwestern Energy	3,109.22	8100-31830-403410	SILMD 152 ACCT# 0712596-6
05/29/2012	755958	Northwestern Energy	65.78	8100-31830-403410	SILMD 222 ACCT# 0712656-8
05/29/2012	755958	Northwestern Energy	306.43	8100-31830-403410	SILMD 289 ACCT# 1685375-6
05/29/2012	755958	Northwestern Energy	507.21	8100-31830-403410	SILMD 153 ACCT# 0712597-4
05/29/2012	755958	Northwestern Energy	99.91	8100-31830-403410	SILMD 223 ACCT# 0712657-6
05/29/2012	755958	Northwestern Energy	90.52	8100-31830-403410	SILMD 290 ACCT# 1433921-2
05/29/2012	755958	Northwestern Energy	925.86	8100-31830-403410	SILMD 154 ACCT# 0712598-2
05/29/2012	755958	Northwestern Energy	1,686.81	8100-31830-403410	SILMD 224 ACCT# 0712658-4
05/29/2012	755958	Northwestern Energy	567.66	8100-31830-403410	SILMD 292 ACCT# 1481532-8
05/29/2012	755958	Northwestern Energy	464.45	8100-31830-403410	SILMD 155 ACCT# 0712599-0
05/29/2012	755958	Northwestern Energy	322.62	8100-31830-403410	SILMD 225 ACCT# 0712659-2
05/29/2012	755958	Northwestern Energy	220.53	8100-31830-403410	SILMD 293 ACCT# 1481534-4

05/29/2012	755959	Northwestern Energy	7.69	0100-51120-403410	07230576
05/29/2012	755959	Northwestern Energy	74.91	0100-51120-403410	07229339
05/29/2012	755959	Northwestern Energy	17.89	0100-51120-403410	07230568
05/29/2012	755959	Northwestern Energy	11.11	0100-51120-403410	07230584
05/29/2012	755959	Northwestern Energy	7.15	0100-51120-403410	07230550
05/29/2012	755959	Northwestern Energy	566.59	0100-51120-403410	07230543
05/29/2012	755959	Northwestern Energy	64.33	0100-51120-403410	07230527
05/29/2012	755959	Northwestern Energy	52.58	0100-51120-403410	07230519
05/29/2012	755959	Northwestern Energy	195.13	0100-51120-403410	07230501
05/29/2012	755959	Northwestern Energy	159.21	0100-51120-403410	07230485
05/29/2012	755959	Northwestern Energy	406.83	0100-51120-403410	07230444
05/29/2012	755959	Northwestern Energy	29.45	0100-51120-403410	07230428
05/29/2012	755959	Northwestern Energy	52.30	0100-51120-403410	07230410
05/29/2012	755959	Northwestern Energy	52.30	0100-51120-403410	07230386
05/29/2012	755959	Northwestern Energy	175.94	0100-51120-403410	07230378
05/29/2012	755959	Northwestern Energy	8.49	0100-51120-403410	07230360
05/29/2012	755959	Northwestern Energy	101.41	0100-51120-403410	07230352
05/29/2012	755959	Northwestern Energy	123.30	0100-51120-403410	07230279
05/29/2012	755959	Northwestern Energy	7.15	0100-51120-403410	07229057
05/29/2012	755959	Northwestern Energy	52.30	0100-51120-403410	07222615
05/29/2012	755959	Northwestern Energy	340.78	0100-51120-403410	07222607
05/29/2012	755959	Northwestern Energy	52.30	0100-51120-403410	07222623
05/29/2012	755959	Northwestern Energy	52.49	0100-51120-403410	07222631
05/29/2012	755959	Northwestern Energy	27.95	0100-51120-403410	07222938
05/29/2012	755959	Northwestern Energy	11.33	0100-51120-403410	07222920
05/29/2012	755959	Northwestern Energy	52.30	0100-51120-403410	07222854
05/29/2012	755959	Northwestern Energy	7.68	0100-51120-403410	07222698
05/29/2012	755959	Northwestern Energy	16.22	0100-51120-403410	07222664
05/29/2012	755959	Northwestern Energy	69.08	0100-51120-403410	07222656
05/29/2012	755959	Northwestern Energy	58.08	0100-51120-403410	07222680
05/29/2012	755959	Northwestern Energy	2,682.59	1500-22210-403410	FIRE 1: ELECTRIC SERVICE TO STATION & 911 CENTER
05/29/2012	755959	Northwestern Energy	14.13	5610-71170-403410	0712799-6. May 2012 utilities IP-8
05/29/2012	755959	Northwestern Energy	1,946.50	5210-15920-403410	07208341
05/29/2012	755959	Northwestern Energy	7.15	0100-51120-403410	07231624
05/29/2012	755959	Northwestern Energy	1,051.19	0100-51120-403410	15942824
05/29/2012	755959	Northwestern Energy	375.23	6600-31100-403410	17413147

05/29/2012	755959	Northwestern Energy	562.86	6700-31410-403410	17413147
05/29/2012	755959	Northwestern Energy	58,084.04	5020-74000-403410	2251 BELKNAP
05/29/2012	755959	Northwestern Energy	3,227.93	5020-74000-403410	3116 17TH ST WEST
05/29/2012	755959	Northwestern Energy	418.74	5610-71170-403410	0712792-1. May 2012 utilities IP-7
05/29/2012	755959	Northwestern Energy	8.95	0100-51120-403410	07230907
05/29/2012	755959	Northwestern Energy	91.28	8720-51980-403410	10590933
05/29/2012	755959	Northwestern Energy	180.12	5710-71480-403410	17847567
05/29/2012	755959	Northwestern Energy	15,489.08	5020-74000-403410	2251 BELKNAP
05/29/2012	755959	Northwestern Energy	3,227.94	5020-74000-403410	3116 17TH ST WEST
05/29/2012	755959	Northwestern Energy	6,606.00	6500-15670-403410	01005073
05/29/2012	755959	Northwestern Energy	6.88	2660-67730-407291	5/15/2012 Inv. for Electric for NSP Custer Property - CLOSING BILL
05/29/2012	755959	Northwestern Energy	35,774.42	5120-84000-403410	725 HWY 87 EAST
05/29/2012	755959	Northwestern Energy	558.88	0100-51120-403410	07222573
05/29/2012	755959	Northwestern Energy	52.30	0100-51120-403410	07222540
05/29/2012	755959	Northwestern Energy	88.61	0100-51120-403410	07222557
05/29/2012	755959	Northwestern Energy	146.53	5610-71170-403410	0712817-6. May 2012 utilities IP-House
05/29/2012	755959	Northwestern Energy	7.15	0100-51120-403410	07222474
05/29/2012	755959	Northwestern Energy	7.46	0100-51120-403410	07236458
05/29/2012	755959	Northwestern Energy	56.50	5610-71130-403410	0719616-5. May 2012 utilities ARFF Facility lights
05/29/2012	755959	Northwestern Energy	280.75	0100-51120-403410	07222516
05/29/2012	755959	Northwestern Energy	20.80	0100-51120-403410	07894371
05/29/2012	755959	Northwestern Energy	7.15	5610-71170-403410	0712809-3. May 2012 utilities IP-11
05/29/2012	755959	Northwestern Energy	12.97	0100-51120-403410	07222375
05/29/2012	755959	Northwestern Energy	7.15	0100-51120-403410	07236441
05/29/2012	755959	Northwestern Energy	968.07	5120-83140-403410	2251 BELKNAP
05/29/2012	755959	Northwestern Energy	1,429.87	5610-71170-403410	0712800-2. May 2012 utilities IP-9
05/29/2012	755959	Northwestern Energy	250.27	6070-22350-403410	07215809
05/29/2012	755959	Northwestern Energy	1,301.52	0100-51120-403410	07231707
05/29/2012	755959	Northwestern Energy	2,904.20	5020-73140-403410	2251 BELKNAP
05/29/2012	755962	Public Utilities	662.89	5120-85000-403420	671274846
05/29/2012	755962	Public Utilities	137.75	2110-31320-403420	671294847
05/29/2012	755962	Public Utilities	150,817.31	8050-15700-405350	6712510003200
05/29/2012	755964	Riverstone Health	11,250.00	0100-14110-403931	April through June 2012 Quarterly Payment
05/29/2012	755970	Sanderson Stewart	12,779.19	5030-75910-409340	WO 12-01 2012 Water & Sewer Replacement; Inv# 33795/6

05/29/2012	755970	Sanderson Stewart	3,451.54	5130-85910-409340	WO 12-12 Bench Blvd Sewer Extensions; Inv 33799/6
05/29/2012	755982	Town & Country Supply Association	29,187.11	5610-71180-402313	Invoice #94890. Car Rental facility fuel
05/29/2012	755982	Town & Country Supply Association	24,711.59	6010-00000-141000	92804 PO NUM 289515
05/29/2012	755982	Town & Country Supply Association	23,061.50	6010-00000-141714	92807 PO NUM 289536
05/29/2012	755982	Town & Country Supply Association	415.11	1500-22260-402310	96241: FIRE 6 DIESEL (126 GALLONS) DELIVERED ON 5/10/2012
05/29/2012	755982	Town & Country Supply Association	830.21	1500-22260-402310	96243: FIRE 1 DIESEL (252 GALLONS) DELIVERED ON 5/10/2012
05/29/2012	755982	Town & Country Supply Association	576.54	1500-22260-402310	96244: FIRE 3 DIESEL (175 GALLONS) DELIVERED ON 5/10/2012
05/29/2012	755982	Town & Country Supply Association	870.30	1500-22260-402310	96242: FIRE 1 UNLEADED (250 GALLONS) DELIVERED ON 5/10/2012
05/29/2012	755982	Town & Country Supply Association	474.41	1500-22260-402310	96246: FIRE 5 DIESEL (144 GALLONS) DELIVERED ON 5/10/2012
05/29/2012	755982	Town & Country Supply Association	313.31	1500-22260-402310	96245: FIRE 5 UNLEADED (90 GALLONS) DELIVERED ON 5/10/2012
05/29/2012	755986	Verizon Wireless	52.40	1500-22250-403450	Comm Center 911
05/29/2012	755986	Verizon Wireless	40.01	1500-22210-403450	Fire MIFI
05/29/2012	755986	Verizon Wireless	64.99	6500-15650-403450	Facilities BOC□ Plus 70% of 406-672-3027
05/29/2012	755986	Verizon Wireless	640.16	1500-22210-403450	Fire MDT
05/29/2012	755986	Verizon Wireless	91.37	0100-15120-403450	Finance Pat Weber
05/29/2012	755986	Verizon Wireless	84.15	6500-15670-403450	Facilities City Hall□ Plus 30% of 406-672-3027
05/29/2012	755986	Verizon Wireless	-290.89	6200-19110-403450	ITD Air Card & MIFI
05/29/2012	755986	Verizon Wireless	188.83	1500-21700-403450	Animal Shelter
05/29/2012	755986	Verizon Wireless	404.05	7170-21660-403450	CCSIU Cell/PTT
05/29/2012	755986	Verizon Wireless	80.02	7170-21660-403450	CCSIU RAVEN
05/29/2012	755986	Verizon Wireless	49.09	0100-16110-403450	Legal
05/29/2012	755986	Verizon Wireless	86.08	7170-21660-403450	CCSIU
05/29/2012	755986	Verizon Wireless	40.01	7170-21660-403450	CCSIU Air Card
05/29/2012	755986	Verizon Wireless	463.54	5610-71100-403450	Airport
05/29/2012	755986	Verizon Wireless	200.07	1500-21700-403450	Animal Shelter MDT
05/29/2012	755986	Verizon Wireless	80.04	0100-43210-403450	Code Enforcement Air Cards
05/29/2012	755986	Verizon Wireless	54.76	6010-15500-403450	Motor Pool
05/29/2012	755986	Verizon Wireless	157.39	2600-55120-403450	Library

05/29/2012	755986	Verizon Wireless	92.04	6700-31410-403450	Engineering Air Card
05/29/2012	755986	Verizon Wireless	44.38	0100-11000-403450	Mayor
05/29/2012	755986	Verizon Wireless	24.01	5020-75000-403450	PUD Air Card 60% 5020 75000 403450
					PUD Air Card 40% 5120 85000 403450
05/29/2012	755986	Verizon Wireless	16.00	5120-85000-403450	PUD Air Card 60% 5020 75000 403450
					PUD Air Card 40% 5120 85000 403450
05/29/2012	755986	Verizon Wireless	52.03	0100-13130-403450	Administration Bruce McCandless
					406-839-4295
05/29/2012	755986	Verizon Wireless	53.87	0100-12200-403450	Drug Court
05/29/2012	755986	Verizon Wireless	158.50	0100-12120-403450	Municipal Court Judge
05/29/2012	755986	Verizon Wireless	13.10	2400-43010-403450	Planning
05/29/2012	755986	Verizon Wireless	2,946.92	1500-21110-403450	Police
05/29/2012	755986	Verizon Wireless	240.08	2090-44510-403450	Building Air Cards
05/29/2012	755986	Verizon Wireless	26.20	2600-55170-403450	Library Outreach
05/29/2012	755986	Verizon Wireless	40.01	0100-51120-403450	Parks PMD Air Card
05/29/2012	755986	Verizon Wireless	106.90	6200-19110-403450	ITD
05/29/2012	755986	Verizon Wireless	156.98	1500-21110-403450	Police US Marshall MDT
05/29/2012	755986	Verizon Wireless	40.01	1500-21110-403450	Police ICAC
05/29/2012	755986	Verizon Wireless	120.05	2600-55170-403450	Library Outreach Air Cards
05/29/2012	755986	Verizon Wireless	677.68	1500-22210-403450	Fire Department
05/29/2012	755986	Verizon Wireless	13.10	6200-19130-403450	ITD GIS
05/29/2012	755986	Verizon Wireless	3,299.26	1500-21110-403450	Police MDT Toughbook
05/29/2012	755986	Verizon Wireless	57.84	0100-17500-403450	Human Resources
05/29/2012	755986	Verizon Wireless	91.85	2510-21870-403450	Police Forensic 406-794-6880
05/29/2012	755986	Verizon Wireless	335.91	1500-21110-403450	Police Resource Officers
05/29/2012	755986	Verizon Wireless	25.11	2490-21960-403450	Police DV 406-698-1391
05/29/2012	755986	Verizon Wireless	47.86	5210-15210-403450	Parking
05/29/2012	755986	Verizon Wireless	75.27	0100-51100-403450	PRPL Admin
05/29/2012	755986	Verizon Wireless	127.72	0100-51210-403450	PRPL Recreation
05/29/2012	755986	Verizon Wireless	180.84	0100-51210-403450	PRPL Seasonal
05/29/2012	755986	Verizon Wireless	46.41	0100-51400-403450	Cemetery
05/29/2012	755986	Verizon Wireless	43.85	0100-51120-403450	Parks PMD
05/29/2012	755986	Verizon Wireless	959.06	0100-51120-403450	Parks
05/29/2012	755986	Verizon Wireless	206.05	0100-51120-403450	Parks Irrigation
05/29/2012	755986	Verizon Wireless	184.99	6600-31100-403450	Public Works Admin
05/29/2012	755986	Verizon Wireless	141.90	2090-44510-403450	Building
05/29/2012	755986	Verizon Wireless	550.64	6700-31410-403450	Engineering

05/29/2012	755986	Verizon Wireless	62.82	5410-31210-403450	Solid Waste
05/29/2012	755986	Verizon Wireless	279.58	5020-75000-403450	Distribution & Collection 60% 5020-75000-403450□
					Distribution & Collection 40\$ 5120-85000-403450
05/29/2012	755986	Verizon Wireless	186.38	5120-85000-403450	Distribution & Collection 60% 5020-75000-403450□
					Distribution & Collection 40\$ 5120-85000-403450
05/29/2012	755986	Verizon Wireless	19.33	5020-77000-403450	PUD Environmental 50% 5020-77000-403450□
					PUD Environmental 50% 5120-87000-403450
05/29/2012	755986	Verizon Wireless	19.33	5120-87000-403450	PUD Environmental 50% 5020-77000-403450□
					PUD Environmental 50% 5120-87000-403450
05/29/2012	755986	Verizon Wireless	80.93	5410-31230-403450	Solid Waste On Call
05/29/2012	755986	Verizon Wireless	333.34	2110-31320-403450	Streets
05/29/2012	755986	Verizon Wireless	87.02	5020-73140-403450	PWBLKNP STORES 75% 5020-73140-403450□
					PWBLKNP STORES 25% 5120-83140-403450
05/29/2012	755986	Verizon Wireless	29.00	5120-83140-403450	PWBLKNP STORES 75% 5020-73140-403450□
					PWBLKNP STORES 25% 5120-83140-403450
05/29/2012	755986	Verizon Wireless	69.62	5020-73110-403450	Belknap Office 60% 5020-73110-403450□
					Belknap Office 40\$ 5120-83110-403450
05/29/2012	755986	Verizon Wireless	46.40	5120-83110-403450	Belknap Office 60% 5020-73110-403450□
					Belknap Office 40\$ 5120-83110-403450
05/29/2012	755986	Verizon Wireless	825.73	5020-74000-403450	Water Treatment□
					PWBelknap-WT
05/29/2012	755986	Verizon Wireless	440.83	5020-73120-403450	PWBLKNP MTRSHOP
05/29/2012	755986	Verizon Wireless	1,279.76	0100-51120-403450	Parks Seasonal
05/29/2012	755986	Verizon Wireless	178.69	5710-71470-403160	MET AVL Account 770599076-00001
05/29/2012	755986	Verizon Wireless	91.18	0100-43210-403450	Code Enforcement
05/29/2012	755986	Verizon Wireless	68.16	5710-71410-403450	MET Transit
05/29/2012	755986	Verizon Wireless	23.96	6060-19310-403450	TeleComm Manager
05/29/2012	755986	Verizon Wireless	91.74	5710-71420-403160	On Call MET
05/29/2012	755986	Verizon Wireless	1,013.13	5120-84000-403450	Wastewater Treatment Plant
05/29/2012	755995	Yellowstone County Sheriffs	2,017.82	7170-21660-407865	Drug Forfeiture 3/8 Share.
05/29/2012	755995	Yellowstone County Sheriffs	906.70	7170-21660-407865	3/8 Share Drug Forfeiture.

05/29/2012	755995	Yellowstone County Sheriffs	457.92	7170-21660-407865	3/8 Share for Forfeiture Cases.
05/29/2012	755995	Yellowstone County Sheriffs	119.45	7170-21660-407865	3/8 Share of Drug Forfeiture.
05/29/2012	755995	Yellowstone County Sheriffs	770.20	7180-21600-407865	1/2 Share of Drug Forfeiture.
05/29/2012	755996	Yellowstone Valley Elec	1,207.78	5120-84000-403410	3002 CATTLE DR
05/29/2012	755996	Yellowstone Valley Elec	1,367.56	5020-74000-403410	THOMAS PUMP STATION
05/29/2012	755996	Yellowstone Valley Elec	185.95	6070-22350-403410	41790002:LANDFILL TOWER S ITE/ELEC SERVICE
05/29/2012	755996	Yellowstone Valley Elec	238.57	5120-85000-403410	2229 BLUE CREEK
05/29/2012	755996	Yellowstone Valley Elec	835.46	5410-31230-403410	electric at landfill may 2012
05/29/2012	755996	Yellowstone Valley Elec	146.06	5120-85000-403410	54TH ST WEST/DOVETAIL
05/29/2012	755996	Yellowstone Valley Elec	208.33	5120-84000-403410	REHBERG RANCH NORTH POND
05/29/2012	755996	Yellowstone Valley Elec	349.23	8100-31830-403410	SILMD 299 Vintage Estates
05/29/2012	755996	Yellowstone Valley Elec	623.76	1500-22210-403410	FIRE 7: MONTHLY ELECTRICAL SERVICE TO STATION
05/29/2012	755996	Yellowstone Valley Elec	59.00	5120-84000-403410	BRIARWOOD BLVD/O'SHEA CIR
05/29/2012	755996	Yellowstone Valley Elec	19.00	5120-85000-403410	WINCHESTER TRL/ROD & GUN CLUB
05/29/2012	755996	Yellowstone Valley Elec	0.00	6070-22350-403410	41790004:TANK(FOX) TOWER SITE/ELEC SERVICE
05/29/2012	755996	Yellowstone Valley Elec	226.58	5120-85000-403410	4523 IRON HORSE TRL

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: Payment of Claims June 04, 2012.

PRESENTED BY: Pat M. Weber, Finance Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$818,025.07 have been audited and are presented for your approval for payment. A complete listing of the claims dated June 04, 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 06/04/2012

Check Date	Check	Name	Amount	Account	Item Desc
06/04/2012	756008	Archie Cochrane	60.11	5710-71470-402320	5077290
06/04/2012	756008	Archie Cochrane	2,937.73	6300-17530-407310	Inv. #814787-1 Fleet Services Truck #1039
06/04/2012	756008	Archie Cochrane	198.92	1500-21120-402320	5077907
06/04/2012	756018	Billings Depot Inc	5,166.67	6600-31100-405311	rent
06/04/2012	756018	Billings Depot Inc	7,750.00	6700-31410-405311	rent
06/04/2012	756021	Billings Symphony Society	5,688.00	7890-15140-407274	grant #1642, payment 1, 50% of fy12 grant
06/04/2012	756024	Business Tax Section	74.71	2050-00000-201100	SID 1369 MOORE LANE; RET. RELEASE #2 FINAL
06/04/2012	756024	Business Tax Section	17.30	4660-00000-201100	SID 1369 MOORE LANE; RET. RELEASE #2 FINAL
06/04/2012	756024	Business Tax Section	2,390.44	5030-74910-409390	WO 10-08 WTP Clearwell No.1 Roof Replc; Pymt#1
06/04/2012	756024	Business Tax Section	1,981.71	5030-75910-409340	WO 10-12 WTP LOW SRVC PUMP STATION #1; Pymt#9
06/04/2012	756027	Carson	119.65	1500-21400-403822	Travel Reimb 4868, CIT Training, Carson & Kuntz, Helena, MT
06/04/2012	756027	Carson	3,577.50	1500-21400-403810	Tuition Reimbursement @ 75%.
06/04/2012	756029	Community Seven	31,386.08	0100-00000-229150	PEG fee agreement for Dec 2011 and first quarter 2012.
06/04/2012	756030	Cop Construction Co	196,188.86	5030-75910-409340	WO 10-12 WTP LOW SRVC PUMP STATION #1; Pymt#9
06/04/2012	756037	Dept of Health & Human Services	50,037.03	6270-17520-347230	refunding overpayment made to the City of Billings for the ERRP.
06/04/2012	756052	Fisher Sand & Gravel Co	8,151.00	4160-74930-409220	CONCRETE
06/04/2012	756053	Flame-Sim Llc	3,198.00	1500-22240-402925	FLAME-SIM SOFTWARE PACKAGE, SBR APPROVED FY2012
06/04/2012	756053	Flame-Sim Llc	-500.00	1500-22240-402925	DISCOUNT
06/04/2012	756053	Flame-Sim Llc	30.00	1500-22240-402925	SHIPPING
06/04/2012	756061	Great West Engineering	27,923.35	5440-31230-409390	WO 11-19 Landfill Phase 5 Expansion; Pymt#3
06/04/2012	756065	Hardy Construction	236,653.56	5030-74910-409390	WO 10-08 WTP Clearwell No.1 Roof Replc; Pymt#1
06/04/2012	756067	Industrial Communications	4,224.00	5610-71150-402440	Invoice #13653. Alert phne supplies
06/04/2012	756070	Jack Henry & Associates Inc	2,352.00	5020-73110-403554	SOFTWARE RENEWAL

06/04/2012	756070	Jack Henry & Associates Inc	1,568.00	5120-83110-403554	SOFTWARE RENEWAL
06/04/2012	756083	L N Curtis & Sons	219.00	1500-22310-402690	4104E: Flomatic #60SE 1.5" NPT female foot valve w/strainer
06/04/2012	756083	L N Curtis & Sons	270.00	1500-22310-402690	BW1500-A: Red Head Bar-Way Alum coupling 1"NPSH for 1" booster hose w/1.5"OD
06/04/2012	756083	L N Curtis & Sons	124.00	1500-22290-402490	FHY6: flathead axe, 6lb 36" fiberglass handle
06/04/2012	756083	L N Curtis & Sons	225.00	1500-22290-402290	cRS Ziamatic collision restraint straps for walkaway brackets
06/04/2012	756083	L N Curtis & Sons	351.00	1500-22290-402290	UN-6-30-3-SF Ziamatic SCBA walkaway brackets, high cycle clips w/short foot plate for Scott SCBA backpacks
06/04/2012	756083	L N Curtis & Sons	350.00	1500-22290-402490	S54RL50S30N Red Head adapter, 5" storz x 3" NH female swivel rocker lug
06/04/2012	756083	L N Curtis & Sons	357.07	1500-22260-402320	3122483-00
06/04/2012	756083	L N Curtis & Sons	215.00	1500-22310-402690	BW10AT: Red head bar-way tool set 1" coupling
06/04/2012	756083	L N Curtis & Sons	516.00	1500-22290-402490	9128: Akron Repair kit w/ball for 1582 valve
06/04/2012	756085	Lawrence, Neil	2,994.29	1500-21150-402120	Mountain States Tactical Officers Assn (MSTOA) Training for Lawrence, Mayo, Philippi, Jagers, Aguilar, Wooley, Hallam, Buechler, Dierenfield, Cagle, Campbell, Kuntz, Krivitz, & Balter, Helena, MT
06/04/2012	756086	Liquid Engineering Corporation	700.00	5020-74000-402450	DIVE ASSESSMENT
06/04/2012	756086	Liquid Engineering Corporation	700.00	5020-74000-402450	DIVE ASSESSMENT
06/04/2012	756086	Liquid Engineering Corporation	700.00	5020-74000-402450	DIVE ASSESSMENT
06/04/2012	756086	Liquid Engineering Corporation	700.00	5020-74000-402450	DIVE ASSESSMENT
06/04/2012	756086	Liquid Engineering Corporation	1,050.00	5020-74000-402450	DIVE ASSESSMENT
06/04/2012	756095	MONTANA CSED	4,840.55	9000-00000-209926	Child Support
06/04/2012	756096	Montana Dakota Utilities Co	10.40	5610-71130-403440	31454801
06/04/2012	756096	Montana Dakota Utilities Co	330.94	5610-71190-403440	379125 01. May 2012 Mud Wash
06/04/2012	756096	Montana Dakota Utilities Co	5.96	5020-74000-403440	07365822
06/04/2012	756096	Montana Dakota Utilities Co	5.95	5020-74000-403440	07365822
06/04/2012	756096	Montana Dakota Utilities Co	12.92	5610-71190-403440	379127 01. May 2012 Detail Bay 1-Hertz
06/04/2012	756096	Montana Dakota Utilities Co	4,059.93	5610-71120-403440	7387221
06/04/2012	756096	Montana Dakota Utilities Co	504.20	6500-15670-403440	07610421
06/04/2012	756096	Montana Dakota Utilities Co	14.93	5610-71190-403440	379131 01. May 2012 Detail Bay 2-National/Alamo

06/04/2012	756096	Montana Dakota Utilities Co	70.04	0100-51270-403440	07586821
06/04/2012	756096	Montana Dakota Utilities Co	502.52	5610-71190-403440	377185 02. May 2012 Car Wash
06/04/2012	756096	Montana Dakota Utilities Co	13.43	5610-71170-403440	073869 28. May 2012. 2431 Overlook Dr.
06/04/2012	756096	Montana Dakota Utilities Co	526.50	5120-84000-403440	07555321
06/04/2012	756096	Montana Dakota Utilities Co	1,053.02	5120-84000-403440	07555321
06/04/2012	756096	Montana Dakota Utilities Co	526.50	5120-84000-403440	07555321
06/04/2012	756096	Montana Dakota Utilities Co	48.88	2600-55120-403440	07617521
06/04/2012	756096	Montana Dakota Utilities Co	19.95	5610-71190-403440	379128 01. May 2012 Detail Bay 3-Enterprise
06/04/2012	756096	Montana Dakota Utilities Co	42.98	5210-15950-403440	07624629
06/04/2012	756096	Montana Dakota Utilities Co	25.50	5610-71190-403440	379129 01. May 2012 Detail Bay 4-Avis/Budget
06/04/2012	756096	Montana Dakota Utilities Co	18.41	5210-15950-403440	07624725
06/04/2012	756096	Montana Dakota Utilities Co	16.43	5610-71190-403440	379130 01. May 2012 Detail Bay 5-Thrifty/Dollar
06/04/2012	756096	Montana Dakota Utilities Co	75.80	5610-71170-403440	073858 25. May 2012 TSA Building
06/04/2012	756096	Montana Dakota Utilities Co	11.90	5210-15950-403440	07624823
06/04/2012	756096	Montana Dakota Utilities Co	693.16	5710-71430-403440	07647023
06/04/2012	756096	Montana Dakota Utilities Co	195.47	1500-22210-403440	07676421
06/04/2012	756096	Montana Dakota Utilities Co	112.31	1500-22210-403440	07935121
06/04/2012	756096	Montana Dakota Utilities Co	19.33	5410-31230-403440	08073321
06/04/2012	756096	Montana Dakota Utilities Co	523.14	5020-74000-403440	08156221
06/04/2012	756096	Montana Dakota Utilities Co	30.66	5020-74000-403440	08156421
06/04/2012	756096	Montana Dakota Utilities Co	35.88	5020-74000-403440	08156521
06/04/2012	756096	Montana Dakota Utilities Co	28.20	5020-74000-403440	08156721
06/04/2012	756096	Montana Dakota Utilities Co	10.90	5020-74000-403440	08156821
06/04/2012	756096	Montana Dakota Utilities Co	17.82	5020-74000-403440	31563202
06/04/2012	756096	Montana Dakota Utilities Co	13.37	5020-74000-403440	31563302
06/04/2012	756096	Montana Dakota Utilities Co	11.89	5020-74000-403440	31753602
06/04/2012	756096	Montana Dakota Utilities Co	421.01	1500-21710-403440	32062801
06/04/2012	756096	Montana Dakota Utilities Co	553.72	6500-15660-403440	32577402
06/04/2012	756096	Montana Dakota Utilities Co	46.60	6500-15660-403440	32629302
06/04/2012	756096	Montana Dakota Utilities Co	123.73	6500-15660-403440	32708002
06/04/2012	756096	Montana Dakota Utilities Co	290.85	6500-15660-403440	32781001
06/04/2012	756096	Montana Dakota Utilities Co	22.05	0100-51260-403440	34329601
06/04/2012	756096	Montana Dakota Utilities Co	12.91	5210-15920-403440	34941902
06/04/2012	756096	Montana Dakota Utilities Co	23.55	5120-85000-403440	35059801
06/04/2012	756096	Montana Dakota Utilities Co	96.94	1500-22210-403440	35322001

06/04/2012	756096	Montana Dakota Utilities Co	24.54	5120-85000-403440	36738301
06/04/2012	756096	Montana Dakota Utilities Co	40.30	6600-31100-403440	37667401
06/04/2012	756096	Montana Dakota Utilities Co	60.44	6700-31410-403440	37667401
06/04/2012	756109	Northwestern Energy	1,420.14	5020-74000-403410	07222524
06/04/2012	756109	Northwestern Energy	5,957.79	5020-74000-403410	07230436
06/04/2012	756109	Northwestern Energy	22.62	5710-71480-403410	07127640
06/04/2012	756109	Northwestern Energy	622.41	5210-15950-403410	07208291
06/04/2012	756109	Northwestern Energy	282.79	1500-22210-403410	07208408
06/04/2012	756109	Northwestern Energy	91.03	0100-51220-403410	07126832
06/04/2012	756109	Northwestern Energy	182.72	1500-21150-403410	19841550
06/04/2012	756109	Northwestern Energy	57.78	5210-15950-403410	13815279
06/04/2012	756109	Northwestern Energy	274.96	1500-21150-403410	19841501
06/04/2012	756109	Northwestern Energy	2,942.31	5710-71430-403410	Electricity for Metroplex 3/26/12 to 4/25/12.
06/04/2012	756109	Northwestern Energy	600.04	1500-22210-403410	07125370
06/04/2012	756109	Northwestern Energy	1,339.20	0100-51270-403410	Monthly electric bill for BCC and offices.
06/04/2012	756110	Ostermiller Const	7,396.14	2050-00000-201100	SID 1369 Moore Lane; Ret Release #2 Final
06/04/2012	756110	Ostermiller Const	1,712.66	4660-00000-201100	SID 1369 Moore Lane; Ret Release #2 Final
06/04/2012	756111	PEMKO Construction Inc	4,900.00	4160-74930-409220	COLD STORAGE BLDG - CONCRETE FLOOR
06/04/2012	756121	Rocky Mountain Welding & Fab Inc	15,384.00	5410-31220-404270	front load dumpsters
06/04/2012	756123	Sanderson Stewart	42,509.62	5030-00000-201100	WO 12-01 Water & Sewer Sch1; Ret Release #1
06/04/2012	756135	Tetra Tech, Inc.	1,757.83	5410-31230-403590	year 2 of contract for landfill monitoring
06/04/2012	756135	Tetra Tech, Inc.	771.75	5410-31230-403590	landfill monitoring
06/04/2012	756138	Town & Country Supply Association	3,314.50	6010-00000-141000	93121 PO NUM 289650
06/04/2012	756138	Town & Country Supply Association	14,127.71	6010-00000-141000	96248 PO NUM 289652
06/04/2012	756138	Town & Country Supply Association	13,181.29	6010-00000-141000	93595 PO NUM 289651
06/04/2012	756138	Town & Country Supply Association	14,738.79	6010-00000-141000	92827 PO NUM 289650
06/04/2012	756138	Town & Country Supply Association	21,064.44	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 289567
06/04/2012	756138	Town & Country Supply Association	420.94	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 289622
06/04/2012	756150	Writer's Voice Of Billings	7,110.00	7950-15140-407280	grant 1689, payment 1, fy 2012-13

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: Bid Award for new Parmly Billings Library

PRESENTED BY: Bill Cochran

Department: Library

Information

PROBLEM/ISSUE STATEMENT

The Parmly Billings Library construction project consists of a 65,000 square foot, two-level library and includes the demolition of the existing library structure. The site is being prepared for the construction of the new library and will be complete by the start of construction of the new facility. The new Parmly Billings Library bids were opened on June 19, 2012, so a contract award recommendation will be made at the June 25 Council meeting.

ALTERNATIVES ANALYZED

The Council may:

- Award the contract for the new Parmly Billings Library ; or
- Do not award the contract and reject all bids.

FINANCIAL IMPACT

Bonds will be sold to finance the project.

RECOMMENDATION

Staff recommends that the City Council award a contract for constructing a new Parmly Billings Library, with the price and contractor recommendations being presented at the June 25, 2012, meeting.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: Public Hearing and Approval of Resolution Approving and Adopting Fourth Quarter Budget Amendment for Fiscal Year 2011/2012

PRESENTED BY: Patrick M. Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Fourth Quarter Budget amendments for Fiscal year 2011/2012 are requested for the following:

Funding of \$18,384,000 for the library construction was approved in the FY 12 Library Construction fund budget. Anticipated site preparation costs of \$700,000 will be paid with a transfer of Library reserves to the construction fund. An amendment is requested to complete the transfer and pay for the site preparation costs.

During FY 12, the police department purchased in-car cameras using drug forfeiture fund reserves and financing. This amendment is for the portion of costs that used fund reserves.

On May 29, 2012, Council approved the contract with IAFF Local 521, which is a 2-year labor contract effective 7/1/11 - 6/30/13. A budget amendment is requested to account for the benefit of \$950 per employee to a qualified retirement plan on behalf of the employee from the City for a total of \$105,450 for FY 12.

On May 29, 2012, Council approved the use of Council Contingency funds to be transferred to the Human Resources Department for the Human Relations Board.

The Series 2000 Parks Improvements Fund projects have been completed and the remaining cash amounts will be transferred to the related debt service fund. This amendment is being requested to allow for enough budget to pay the contracts and complete the transfer to the debt service fund.

The Aquatic Facilities Construction Fund paid for pool liners at Rose Park. Budget authority is needed for a final contract payment. Remaining Fund cash will be used and the Fund will be closed.

The Dehler Park construction payments and related retainage have been completed. The remaining cash balances will be transferred to the series A and series B debt service funds. Donations were received for netting improvements at the Dehler Park dugouts and reserves were used to complete the construction.

East TIF planning/study costs and reimbursements to private developers were higher than originally budgeted. A budget amendment is needed to increase the expense budget and will use current tax increment receipts.

Public utilities costs for the Fire Hydrant Fund have been higher than budgeted. Reserves will

be used to pay for the increased costs.

Public Works is requesting a budget amendment for bond sale issuance costs on various sidewalk projects and construction expenses for the 2012 Miscellaneous, Curb, Gutter, and Sidewalk project. All expenses are paid for through the sale of bonds.

ALTERNATIVES ANALYZED

The Council may approve or not approve the budget amendments. In several cases, the Council approved projects and expenditures from the affected Funds with the knowledge that amendments would be needed before the end of the fiscal year. Spending more than is permitted by official Council action would violate the state's municipal budget law.

FINANCIAL IMPACT

The requested budget amendments will be funded by additional revenues or reserves as indicated on the Resolution attachment.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the resolution approving and adopting the fourth quarter budget amendments for Fiscal Year 2011/2012.

APPROVED BY CITY ADMINISTRATOR

Attachments

4th Qtrr Amendments

Budget Resolution

EXHIBIT A

Revenue Expenditure

Fund 4980 - New Library Construction, Fund 2600 - City-County Library

Funding of \$18,384,000 for the library construction was approved in the FY 12 Library Construction fund budget. Anticipated site preparation costs of \$700,000 will be paid with a transfer of Library reserves to the construction fund.

2600-55110	408214		892,000	Transfer from library
4980-55360	307529	892,000		Transfer to construction
4980-55360	409220		892,000	Site preparation costs

Fund 7180 - Police Programs - Police Drug Forfeitures

During FY 12, the police department purchased in-car cameras using drug forfeiture fund reserves and financing. This amendment is for the portion of costs that used fund reserves.

7180-21600	409480		240,840	Cameras
------------	--------	--	---------	---------

Fund 1500 - Public Safety Fund - Fire Department

On May 29, 2012, Council approved the contract with IAFF Local 521, which is a 2-year labor contract effective 7/1/11 - 6/30/13. Below is the budget amendment to account for the benefit of \$950 per employee to a qualified retirement plan on behalf of the employee from the City for a total of \$105,450 for FY 12.

1500-22230	401451		5,700	Qualified retirement plan benefit
1500-22240	401451		1,900	Qualified retirement plan benefit
1500-22290	401451		97,850	Qualified retirement plan benefit

Fund 0100 - General Fund - Council Contingency Department and Human Resources Department

On May 29, 2012, Council approved the use of Council Contingency funds to be transferred to the Human Resources Department for the Human Relations Board.

0100-17540	307500	1,000		Transfer from council contingency
0100-17540	402120		1,000	Board expense
0100-11100	408200		1,000	Transfer to Human Relations Board

Fund 4900 - Series 2000 Parks Improvements Fund, Fund 3110 - Series 2010 Parks Fund

The Series 2000 Parks Improvements Fund projects have been completed and the remaining cash amounts will be transferred to the related debt service fund. This amendment is being requested to allow for enough budget to pay the contracts and complete the transfer to the debt service fund.

4900-51610	408225		35,934	transfer to debt service
4900-51610	409370		19,204	project costs
4900-51610	403660		5,215	project costs
3110-15300	307514	35,934		transfer from construction

Fund 4910 - Aquatic Facilities Fund

The Aquatic Facilities Construction Fund paid for pool liners at Rose Park. Budget authority is needed for a final contract payment. Remaining fund cash will be used and the fund will be subsequently closed.

4910-51620	403990		170	Other Contract Services
------------	--------	--	-----	-------------------------

Fund 4940 - Dehler Park Construction Fund, Fund 3140 & Fund 3150 - Series A & B Debt Service

The construction payments and related retainage have been completed. The remaining cash balances will be transferred to the series A and series B debt service funds. Donations were received for netting improvements at the Dehler Park dugouts and reserves were used to complete the construction.

4940-51630	408225		10,114	transfer to debt service
3140-15300	307514	8,698		transfer from Construction Fund
3150-15300	307514	1,416		transfer from Construction Fund
4940-51630	409370		16,500	Dugout netting improvements

4940-51630	396620	16,500	Dugout netting donations
------------	--------	--------	--------------------------

Fund 2010 - East Tax Increment Operating Fund

East TIF development costs were higher than originally budgeted. A budget amendment is needed to increase the expense budget and will use tax increment receipts.

2010-15070	403590	32,300	
------------	--------	--------	--

Fund 8050 - Fire Hydrant Fund

Public utilities costs have been higher than budgeted. Reserves will be used to pay for the increased costs.

8050-15700	405350	60,000	Fire Hydrant Rental
------------	--------	--------	---------------------

Fund 4340 - Sidewalk and Curb District Fund

Public Works is requesting a budget amendment for bond sale issuance costs on various sidewalk projects and construction expenses for the 2012 Miscellaneous, Curb, Gutter, and Sidewalk project. All expenses are paid for through the sale of bonds.

4340-31650	386810	250,000	Sale of bonds
4340-31650	409311	250,000	Sidewalk construction

RESOLUTION 11-

A RESOLUTION TO MAKE **FISCAL YEAR 2011/2012**
ADJUSTMENTS TO APPROPRIATIONS PURSUANT TO
M.C.A. 7-6-4006 AS AMENDED, AND PROVIDING
TRANSFERS AND REVISIONS WITHIN THE GENERAL
CLASS OF SALARIES AND WAGES, MAINTENANCE AND
SUPPORT AND CAPITAL OUTLAY.

WHEREAS, M.C.A. 7-6-4006 provides that the City Council, upon proper resolution, adopted by said Council at a regular meeting and entered into its Minutes, may transfer or revise appropriations within the general class of salaries and wages, maintenance and support, and capital outlay, and

WHEREAS, based upon a Budget Review (**FY 2011/2012**), it is necessary to alter and change said appropriations.

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

That the attached transfers or revisions are hereby adopted.

(SEE EXHIBIT A)

PASSED AND APPROVED by the City Council, this 25th day of June, 2012.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: Public Hearing and Resolution for Annexation #12-06

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

Owners, Timothy and Sheryl Dernbach and Jeff and Dana Sorenson, have submitted a petition to annex land to the City of Billings under 7-2-4600 MCA. The subject property is composed of two parcels and adjacent City-owned parkland totaling about 4.06 acres. It is located on the south side of Highway 3, just west of Hickok Circle. The two privately owned properties are vacant but are planned for single family homes in the future. The property owners are requesting annexation in order to obtain City services for development of the property. 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 June 11, 2012, meeting and set a public hearing for its June 25th meeting.

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 water and sewer services to the subject property. It will be the responsibility of the owner to extend these services to the property from existing service lines along Highway 3. Staff is recommending a standard condition of approval for this annexation be that a development agreement between the City and the property owner be executed to clarify how City services will be provided. If the proposed annexation is approved, the property is expected to be developed in the future for residential purposes and will contribute additional tax revenue to the City.

BACKGROUND

The subject property is composed of two private parcels and adjacent Highway 3 right of way, and adjacent city-owned parkland totaling about 4.06 acres. The City Limits are adjacent to the south and east, and the subject properties are within the red boundary of the limits of annexation as specified by the Annexation Map last adopted by the City Council on May 14, 2012.

PROCEDURAL HISTORY

- On April 27, 2012, the annexation petition was submitted to the Planning Division.
- On June 11, 2012 the City Council acknowledged receipt of the annexation petition and set a public hearing for June 25, 2012.
- On June 25th the City Council will conduct the public hearing for the annexation and may take action on the request.
- On July 9, 2012, if the resolution to annex is approved by the City Council, a public hearing and

first reading of an ordinance to expand the Ward IV City Council boundary will be conducted.

- On July 23, 2012, 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 June 8, and published in the Billings Times on June 7, 2012. The Planning Division has not received any comments on 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 should be able to adequately provide municipal water and sewer services. Sewer and water services will require extension of lines by the property owner at the time of development from existing lines along Highway 3.
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 will be automatically zoned Residential-9600 if annexed. 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: Municipal water service is available to the property by connecting to a service line on the north side of Highway 3. The cost to extend service for the property will be at the property owners' expense and the owners have been made aware that this will likely require boring under Highway 3 to extend the service lines.
- Sewer: The property may be served by the developer connecting to the existing low-pressure

City sanitary sewer on the south side of Highway 3. The cost to extend sewer service for the property will be at the owners' expense.

- **Stormwater:** There are no storm water lines in the vicinity so on-site retention will be necessary. Storm water impacts will be identified during the site development process and mitigating measures will be developed at that time to meet the requirements of the city and the public works department.
- **Transportation:** The subject property has frontage on Highway 3, which is a State highway. There is an existing approach serving both properties in question and no new accesses are proposed or approved. 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 either Station #3 at 1928 17th Street West or Station #1 located at 2305 8th Avenue North. Both are 4 miles from the subject property.
- **Parks:** The subject property is adjacent to City parkland to the south. Much of this parkland is rimlands with various trails. Because portions of those City-owned parks directly adjacent are not within the City limits, PRPL has requested that they also be annexed at this time to bring them under the City's park laws and enforcement.
- **Bicycle and pedestrian facilities:** The property lies within the jurisdiction of the Billings Area Bikeway and Trail Master Plan. There are existing informal paths along the rims just south of this property within the City's parkland. No new improvements are expected with the future development of these lots.

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 responded that at this time there are no plans to extend a bus route to this area
- **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 in the 2011 State Legislature 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; it is uncertain if 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 conduct the public hearing and 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

Map of Area to Annex

Resolution to Annex

**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.

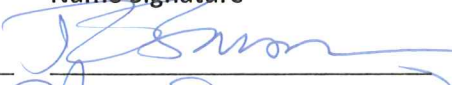
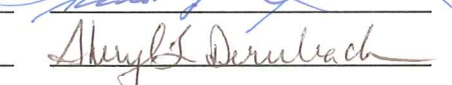
INSTRUCTIONS

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 may 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 Parmly 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
<u>4/17/2012</u>	<u>Jeff G. Sorenson</u>		<u>1556 Forest Park Dr, Billings, MT</u>
<u>4/17/2012</u>	<u>Dana M. Sorenson</u>		<u>1556 Forest Park Dr, Billings, MT</u>
<u>4/17/2012</u>	<u>Timothy A. Dernbach</u>		<u>3024 Glenwood Ln, Billings, MT</u>
<u>4/17/2012</u>	<u>Sheryl L. Dernbach</u>		<u>3024 Glenwood Ln, Billings, MT</u>

(Should be completed prior to obtaining signatures of resident freeholder electors)

DESCRIPTION OF THE TERRITORY TO BE ANNEXED TO THE CITY OF BILLINGS

Legal Description	Tax Code	Address of General Location	Use of Property	Legal Property Owners	Address	Phone
Tract 2-A, COS 2577	004606C	US Highway 3	Vacant	Timothy A. and Sheryl L Dernbach	3024 Glenwood Ln Billings, MT 59102	
Tract 2-B, COS 2577	004606	US Highway 3	Vacant	Jeff G and Dana M Sorenson	1556 Forest Park Dr Billings, MT 59102	

ALL ITEMS BELOW SHALL BE COMPLETED BY STAFF

Date Submitted: 4/27/12

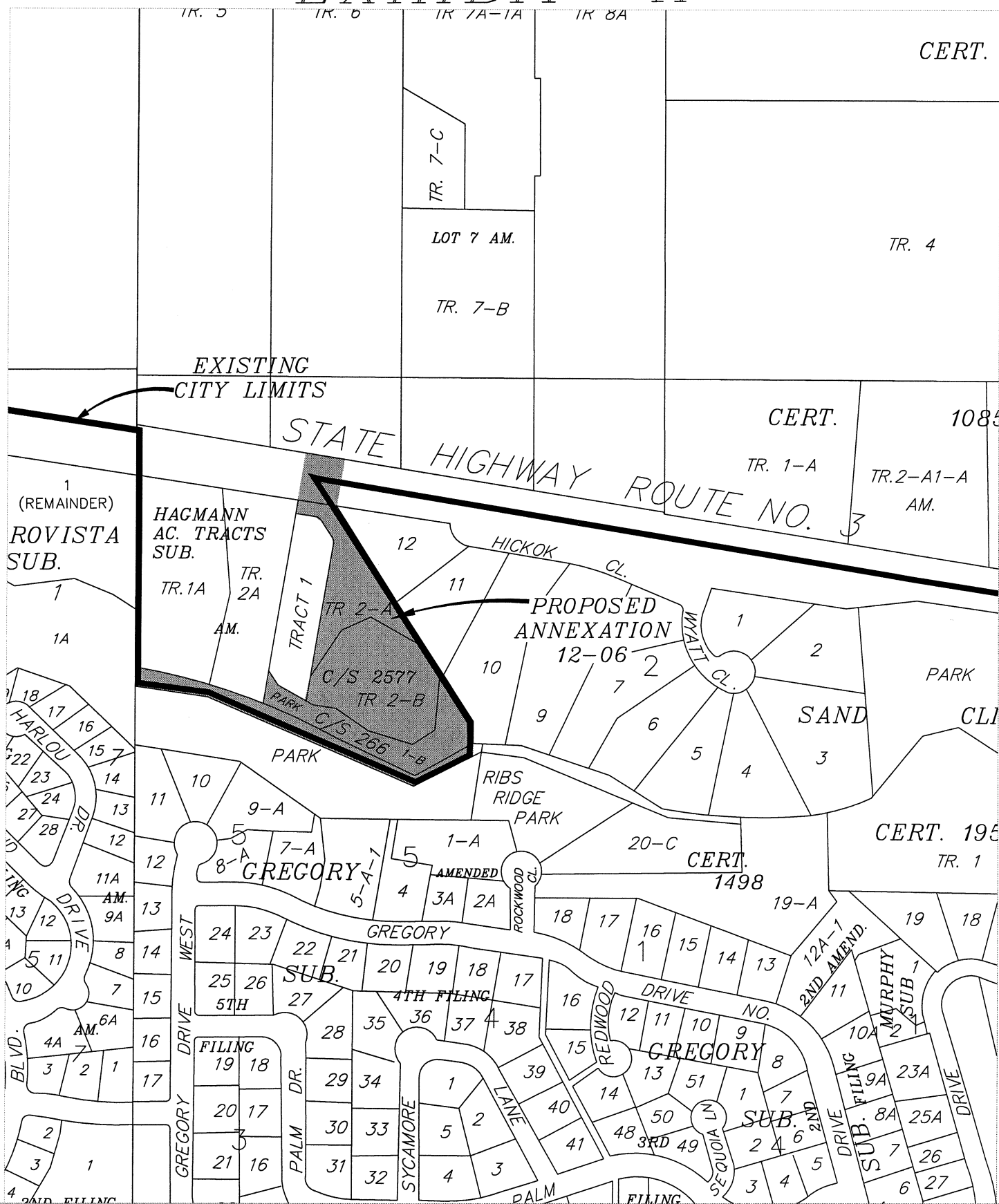
Received By: LAF

Petition Number: _____

Fee Paid: \$915.00
\$45.00 Sign Deposit

Proj. # 12-287

99 1 99



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 SW1/4 of Section 26, T.1N., R.25E., P.M.M., Yellowstone County, Montana, more particularly described as:

Tracts 2-A and 2-B, of Amended Tract 2, Certificate of Survey No. 2577, Recorded November 29, 2011, under Document No. 3606777, Records of Yellowstone County;

Tract 1-B of Amended Tract 1 of, Certificate of Survey No. 266 Amended, Recorded December 17, 1987, under Document No. 1467493, Records of Yellowstone County;

and that portion of un-described land wholly surrounded by said Tract 1-B of Amended Tract 1 of, Certificate of Survey No. 266,

Gregory Subdivision, 5th Filing, Park land with in Block 5, Recorded January 16,, 1984, under Document No. 1293336, Records of Yellowstone County,

Brovista Subdivision, Lot 1A, Block 1, of Amended Plat of Lot 1, Block 1, Brovista Subdivision, Recorded June 01, 2001, under Document No. 3131588, Records of Yellowstone County,

Tracts 1-A and 2-A, Amended Tracts 1 and 2 of the Corrected plat of Haggmann Acreage Tracts Subdivision, Recorded December 16, 1983, under Document No. 1290304, Records of Yellowstone County. Including all adjacent right-of-way of Montana State Highway No. 3.

Containing 4.058 gross acres and 3.783 net acres more or less.

(# 12-06) 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 25th day of June, 2012.

THE CITY OF BILLINGS:

BY: _____

Thomas W. Hanel, MAYOR

ATTEST:

BY: _____

CITY CLERK

(AN# 12-06)

Regular City Council Meeting

Meeting Date: 06/25/2012

TITLE: Public Hearing to Vacate Alley within Block 49 of Foster's Addition to the Town of Billings

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The new library will be constructed over the alley between North Broadway and North 29th Street, south of 6th Avenue North. It is necessary to vacate the alley in order to construct the Library. All of the utilities have been relocated out of the alley in anticipation of construction. The area of the alley proposed to be vacated is 6,000 square feet.

ALTERNATIVES ANALYZED

The Council may:

- After the public hearing, approve the vacation of the above-mentioned right-of-way; or
- Do not approve the vacation of the above-mentioned right-of-way.

FINANCIAL IMPACT

The alley is proposed to be vacated at no cost.

RECOMMENDATION

After the public hearing, staff recommends that Council approve the vacation of the alley within Block 49 of Foster's Addition to the City of Billings.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution to Vacate

RESOLUTION NO. 12-_____

A RESOLUTION OF THE CITY OF BILLINGS, MONTANA, DISCONTINUING AND VACATING alley within Block 49, Foster's Addition to the Town of Billings.

WHEREAS, a proper petition was filed with the City Council of the City of Billings, Montana, as per Section 22-601 BMCC, requesting discontinuance and vacation of alley within Block 49, Foster's Addition to the Town of Billings described hereinafter; and
WHEREAS, a public hearing was properly noticed and held as required by law.

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

1. DISCONTINUANCE AND VACATION. Pursuant to Sections 7-14-4114 and 7-14-4115, M.C.A., alley within Block 49, Foster's Addition to the Town of Billings more particularly described as follows:

DESCRIPTION OF ALLEY TO BE VACATED:

Tract of land situated in the SE1/4 of Section 32, T.1N., R.26E., P.M.M., Billings, Yellowstone County, Montana, more particularly described as:

Being the alley within Block 49, Foster's Addition to the Town Of Billings, as recorded in the Office of the Clerk & Recorder of Yellowstone County, Montana, under Document Number 2000019.

Containing 6,000 square feet, more or less. See Exhibit "A" Attached.

Is hereby discontinued, abandoned and vacated.

2. PUBLIC INTEREST. The discontinuance, vacation and abandonment of the above described alley within Block 49, Foster's Addition to the

Town of Billings is in the best interest of the public and can be done without any public detriment.

PASSED by the City Council and APPROVED this 25th day of June 2012.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel MAYOR

ATTEST:

BY: _____
Cari Martin CITY CLERK

EXHIBIT A

