CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS **January 14, 2013** **6:30 P.M.**

CALL TO ORDER: Mayor Hanel

PLEDGE OF ALLEGIANCE: Mayor Hanel

INVOCATION: Councilmember Crouch

ROLL CALL: Councilmembers present on roll call were:

MINUTES: December 17, 2012

COURTESIES:

PROCLAMATIONS:

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: #1 ONLY. Speaker sign-in required. (Comments offered here are limited to one (1) minute. Please sign in at the cart located at the back of the council chambers or at the podium. Comment on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For Items not on this agenda, public comment will be taken at the end of the agenda.)

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

   A. **Bid Awards:**

      1. **2013 4-Wheel Mechanical Broom High Dump Sweeper.** (Opened 12/11/2012) Recommend Titan Machinery, $157,593, plus 5-year warranty for $3,163.

      2. **Fire Department HazMat Trailer Tow Vehicle.** (Opened 12/26/2012) Recomendation to be made at City Council Regular Meeting 1/14/2013.

   B. **W.O. 12-47, Wastewater Treatment Plant Digester Gas Valve Replacement**

      1. **W.O. 12-47 WWTP Digester Gas Valve Replacement Bid Award.** (Opened 12/18/2012) Recommend Northwest Pipe Fittings, $53,932.

2. **Change Order #1 - W.O. 12-47 WWTP Digester Gas Valve Replacement,** Northwest Pipe Fittings, $7,227.32.

C. **Five-Year Professional Services Contract** for Architectural Services for Federally-Funded Airport Improvements Program Projects; CTA Architects and Engineers.

D. **Professional Services Contract** for W.O. 12-45 3 MG Staples Reservoir Liner; HDR Engineering, Inc.; not to exceed $97,700.

E. **Contract** with US Bank for Depository and Banking Services; March 1, 2013 to February 28, 2023.

F. **Empire Parking Garage**

1. **Change Order #2 - Empire Parking Garage,** Sletten Construction, $330,000.

2. **Utilities Relocation Agreement** with Zayo Group to relocate fiber optic lines for construction of the Empire Parking Garage, $68,690.

3. **Easement** with Securities Building, LLC, for trash receptacle relocation in the planned Empire Parking Garage.

G. **Right-of-Way Easement** with Atonement Lutheran Church for installation of sidewalk on Wicks Lane.

H. **Acceptance of Donation** from Ron Schultz and Marcia Bickel for a bench and memorial plaque in Mystic Park in honor of Robert and Gloria Schultz, $1,500.

I. **Acceptance of Donation** from Yellowstone County DUI Task Force to the Police Department to purchase five new AlcoBlow handheld breath alcohol testers, $1,495.

J. **Acceptance** of 2013 Urban and Community Forestry Program Development Grant from DNRC and **Approval** of the Grant Agreement.

K. **Bills and Payroll:**

1. December 3, 2012

2. December 10, 2012

3. December 17, 2012

4. December 26, 2012

REGULAR AGENDA:

2. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE #906:** A zone change from Residential Multi-family-Restricted (PD-RMF-R) to Planned Development – Neighborhood Commercial (PD-NC) on a 45,950 square foot parcel of land described as Lot 2, Block 28, Harvest Subdivision, 3rd Filing, generally located at 3225 Rosebud Drive. Terry Havener, Susan Havener, Brittany Evans, Kimberly Erbacher, John Erbacher, Folmer Christensen, and Mari Christensen, owners; R. L. McComish and Sanderson Stewart, agents. Zoning Commission recommends approval of the zone change and adoption of the determinations of the 10 criteria. (**Action:** approval or disapproval of Zoning Commission 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 in at the cart located at the back of the council chambers or 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.

Consent **1. A. 1.**

Regular City Council Meeting
Meeting Date: 01/14/2013
TITLE: Bid Award of a 2013 4-Wheel Mechanical Broom High Dump Sweeper
PRESENTED BY: David Mumford
Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Bids were received by the Street/Traffic Division for the Public Works Department on December 11, 2012 to purchase a 2013 4-Wheel Mechanical Broom High Dump Sweeper. The replacement sweeper is in the approved Equipment Replacement Plan (ERP) and funding is provided in the FY13 budget. The existing sweepers will be traded in to the company providing the new sweeper and an extended warranty will be purchased for the new machine.

ALTERNATIVES ANALYZED

The City Council may:

- Approve purchasing the 2013 4-Wheel Mechanical Broom High Dump Sweeper from Titan Machinery for $157,593, plus a 5-year warranty for $3,163; or
- Reject all bids and do not purchase the sweeper.

FINANCIAL IMPACT

The City received 4 bids for this sweeper as shown below:

Vendor	Bid	Trade In #1	Trade In #2	**Net Bid**	Warranty
Titan Machinery	$206,593.00	$49,000.00 both	-----	$157,593.00	$3163.00
Kois Brothers #1	$233,375.00	$10,500.00	$10,000.00	$212,875.00	$5500.00
Kois Brothers #2	$241,136.00	$10,500.00	$10,000.00	$220,636.00	$1225.00
Kois Brothers #3	$242,352.00	$10,500.00	$10,000.00	$221,852.00	$2312.00

RECOMMENDATION

Staff recommends purchasing a 2013 4-Wheel Mechanical Broom High Dump Sweeper from the low bidder, Titan Machinery, for the net cost of $157,593, plus the 5-year warranty for $3,163.

APPROVED BY CITY ADMINISTRATOR

Consent **1. A. 2.**

Regular City Council Meeting
Meeting Date: 01/14/2013
TITLE: Bid Award - Fire Department Haz-Mat Trailer Tow Vehicle
PRESENTED BY: Paul Dextras
Department: Fire

Information

PROBLEM/ISSUE STATEMENT

The State HazMat Incident Response Teams (SHMIRT) consists of six (6) regional teams who respond at the request of local or Tribal jurisdictions to incidents involving chemical, biological, radiological, nuclear or explosive materials. These six (6) regional response teams work together and separately to provide technician level responses. A previous grant purchased HazMat response trailers but did not allow purchasing a companion vehicle capable of towing the fully-loaded response trailer. A tow vehicle dedicated to safely move Hazardous Materials Technicians and their equipment to emergency incidents is called out in the plan. Funding was secured last fiscal year to purchase four (4) vehicles for the Regional Teams in Bozeman, Helena, Great Falls and Missoula. The two (2) remaining units - one (1) for Kalispell and one (1) for Billings may be purchased with a State Homeland Security Program (SHSP) Grant. A call for sealed bids was issued on 11/29/2012 and published in the *Billings Times* on 11/29, 12/6, 12/13 and 12/20/2012. Notices were sent to fourteen (14) fire apparatus vendors on 11/28/2012. Bid opening occurred on 12/26/2012 at 2:00 p.m. Two bids were received. Big Sky Fire Equipment, Lewistown, MT bid $197,824.97 and Heiman, Inc., Lyon, SD bid $195,395.00.

ALTERNATIVES ANALYZED

The City Council may approve or disapprove the vehicle purchase.

FINANCIAL IMPACT

In July 2011, the Department of Military Affairs Disaster & Emergency Services Division notified the Fire Chief that the State Regional HazMat Teams' application for the purchase of tow vehicles was approved to be funded in the amount of $155,000.00. Both bids received are over the amount earmarked for this project. A request has been sent to the State DES Office asking for guidance on how best to proceed. Because the funding for the purchase of the remaining two HazMat tow vehicles was delayed, these funds are not budgeted in the HazMat Grant Fund for FY2013.

RECOMMENDATION

Staff recommendation will be made at the January 14, 2013 City Council meeting.

APPROVED BY CITY ADMINISTRATOR

Consent **1. B. 1.**

Regular City Council Meeting
Meeting Date: 01/14/2013
TITLE: Bid Award: W.O. 12-47 WWTP Digester Gas Valve Replacement
PRESENTED BY: David Mumford
Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

W.O. 12-47 WWTP Digester Gas Valve Replacement is a project to purchase new eccentric plug valves to replace the old ones within the gas digester at the Wastewater Treatment Plant. The existing valves are over 50 years old and have reached their service life. Many of them are beginning to fail and are becoming increasingly difficult to open and close. It is an approved project in the current CIP. The project was advertised November 8th through December 13th in the *Billings Times* and on the City's website. Bids were opened on December 18, 2012 and one bid was received. Northwest Pipe Fittings submitted the lowest responsible bid. The bid was well below the engineer's estimate on this project.

ALTERNATIVES ANALYZED

The Council may:

- Award W.O. 12-47 to Northwest Pipe Fittings in the amount of $53,932; or
- Not award the contract to Northwest Pipe Fittings and reject all bids. If these valves are not purchased, the Wastewater Treatment Plant will not have valves to replace the old and failed valves within the gas digester.

FINANCIAL IMPACT

The following bids were received and evaluated:

Contractor	**Base Bid**
Northwest Pipe Fittings	$53,932

The funding for the project was budgeted in FY13 and the source is wastewater funds.

Project Budget	$300,000
Previously Encumbered	$0
This Contract	$53,932
Budget Remaining	$246,068

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 12-47 to Northwest Pipe Fittings in the amount of $53,932.

APPROVED BY CITY ADMINISTRATOR

Consent **1. B. 2.**

Regular City Council Meeting
Meeting Date: 01/14/2013
TITLE: Change Order #1: W.O. 12-47 WWTP Digester Gas Valve Replacement
PRESENTED BY: David Mumford
Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

W.O. 12-47 WWTP Digester Gas Valve Replacement is a project to replace the valves at the WWTP digesters due to age and wear of the existing valves. After further research, it was determined that the use of a valve coating applied to the inside of the valves can protect and extend the life of the eccentric plug valves up to an additional 10 years. The methane gas produced by the digester is very corrosive and it was determined that this coating will protect the inside bodies of the 61 valves from premature wearing and deterioration.

ALTERNATIVES ANALYZED

The Council may:

- Approve Change Order No. 1 with Northwest Pipe Fittings in the amount of $7,227.32; or
- Do not approve Change Order No. 1. Disapproval of Change Order No. 1 means that the new valves can wear and deteriorate prematurely and there would be no extended service life of the valves.

FINANCIAL IMPACT

Funding for this change order will be paid out of wastewater funds. The original purchase amount was $53,932. The change order is $7,227.32. The total contract amount after this change order is $61,159.32. This change order reflects an increase to the contract of 13.4%.

RECOMMENDATION

Staff recommends that City Council approve Change Order No. 1 for W.O. 12-47 WWTP Digester Gas Valve Replacement with Northwest Pipe Fittings in the amount of $7,227.32.

APPROVED BY CITY ADMINISTRATOR

Attachments

Change Order #1

CHANGE ORDER

(Instructions on reverse side) **No.**1

PROJECT: W.O. 12-47 WWTP Digester Gas Valve Replacement **DATE OF ISSUANCE: 01/14/2013**

OWNER: (Name & Address) City of Billings, 2224 Montana Ave., Billings, MT 59101

OWNER'S PROJECT NO.W.O. 12-47

CONTRACTOR: **Northwest Pipe Fittings**, 33 S 8th ST W, Billings, MT 59102

ENGINEER: Office of the City Engineer

ENGINEER'S PROJECT NO.__

CONTRACT FOR: Purchasing new eccentric plug valves for the gas digester at the Waste Water Treatment Plant

You are directed to make the following changes in the Contract Documents.

Description: Add a 2 part epoxy coating to the inside of the eccentric plug valves to protect and extend the life of the valves up to an additional 10 years.

Purpose of Change Order: Include epoxy coating to the purchase of the valves

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIME:**
Original Contract Price	Original Contract Time
$53,932.00	30 days or date
Previous Change Orders No.0	Net Change from previous Change Orders
$0.00	0
Contract Price prior to this Change Order	Contract Time prior to this Change Order
$53,932.00	30 days or date
Net Increase (decrease) of this Change	Net Increase (decrease) of this Change
$7,227.32	15 days
Contract Price with approved Change Order	Contract Time with approved Change Order
$61,159.32	45 days or date

RECOMMENDED:

By_____
Engineer

APPROVED:

By_____
Owner

APPROVED:

By_____
Contractor

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CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Time. Changes that have been initiated by a Work Directive Change must be incorporated into a subsequent Change Order if they affect price or time.

Changes that affect Contract Price or Contract Time should be promptly covered by a Change Order. The practice of accumulating Change Order items to reduce the administrative burden may lead to unnecessary disputes.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Time, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to price or to time, cross out the part of the tabulation that does not apply.

Consent **1. C.**

Regular City Council Meeting

Meeting Date: 01/14/2013

TITLE: Approval of a Five-Year Contract for Architectural Services with CTA Architects and Engineers

PRESENTED BY: Tom Binford

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

Historically, the Department of Aviation and Transit enters into a five-year term contract with a registered professional architectural firm to provide the necessary architectural services for all Federally funded Airport Improvement Program (AIP) projects, Federal Transit Administration (FTA) projects, Passenger Facility Charge (PFC) projects, and the other general architectural services needed to design and administer the construction work pertaining to the Department's many buildings and their varied systems (heating, cooling, electrical, security, etc.). The five-year term allows the architect to become familiar with the numerous Federal Regulations that must be followed when utilizing PFC funds or FTA and AIP grant funds, which subsequently provides a greater continuity of service. The five-year term is the maximum allowed per Federal Aviation Administration (FAA) Advisory Circular Number 150/5100-14D.

A Request for Qualifications (RFQ) to provide the Aviation and Transit Department with architectural services for a five-year period was advertised in the *Billings Times* for three weeks, on the City's Web page, and distributed to three architectural firms and three plan rooms. Proposals were received from A&E Architects, JGA Architects, and CTA Architects and Engineers. A selection committee comprised of Airport Commission Members Sterling Starr and Charlie Peterson and City of Billings staff members evaluated the RFQ responses. This committee unanimously selected CTA Architects and Engineers.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the award of the five-year Architectural Services Contract to CTA Architects and Engineers; or
- Decline to approve the award of the five-year Architectural Services Contract with CTA Architects and Engineers, and provide staff with guidance on how to proceed.

FINANCIAL IMPACT

There is no direct financial impact at this time. The architectural fees associated with each future project will be negotiated between CTA and staff, and approved by the FAA or FTA. Subsequently, the base contract will be amended and approved by Council each time a project is undertaken and the financial impact will be presented at that time. As in the past, the majority of the costs will be funded with FTA or FAA AIP grants, or with PFC funds.

RECOMMENDATION

Staff recommends that City Council approve the award of the Aviation and Transit Department's Five-Year Architectural Service Contract with CTA Architects and Engineers.

APPROVED BY CITY ADMINISTRATOR

Consent **1. D.**

Regular City Council Meeting
Meeting Date: 01/14/2013
TITLE: Consultant Agreement: W.O. 12-45 3 MG Staples Reservoir Liner
PRESENTED BY: David Mumford
Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The Mayor and City Council are asked to consider authorizing and executing a Contract for Professional Services with HDR Engineering, Inc. to provide engineering design for W.O. 12-45 3 MG Staples Reservoir Liner. The purpose of this project is to provide a liner in the Staples 3 MG (Million Gallon) reservoir with the intent to reduce/eliminate water leakage and extend the life of the tank. HDR Engineering, Inc., was selected for this work based on City staff review of project proposals submitted by pre-qualified firms. The negotiated price will not exceed $97,700.

ALTERNATIVES ANALYZED

The Council may:

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

FINANCIAL IMPACT

Funding for this project is from water revenues and is included in the FY13 budget.

RECOMMENDATION

Staff recommends that City Council authorize the Mayor to sign a contract for professional services with HDR Engineering, Inc., for W.O. 12-45 3 MG Staples Reservoir Liner in an amount not to exceed $97,700.

APPROVED BY CITY ADMINISTRATOR

Consent **1. E.**

Regular City Council Meeting

Meeting Date: 01/14/2013

TITLE: Approval of Ten-Year Depository and Banking Services Contract with US Bank

PRESENTED BY: Patrick M. Weber Finance Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The Finance Department recently prepared a Request for Proposals (RFP) for Depository and Banking consultant services. The current contract with US Bank expires February 28, 2013. The 43 page RFP was advertised in the Billings Times on October 18 and October 25, 2012. Seven banking institutions were also sent copies of the RFP via e-mail.

The selection committee consisted of Pat Weber, Liz Kampa-Weatherwax, Teri Walker and Gail Rogeness. Proposals were received from Wells Fargo Bank, Commerce Bank and US Bank. The committee evaluated the proposals and unanimously selected the proposal from US Bank. The following response elements were considered: Proposal Compliance, Comprehensiveness of Services Provided, Related Experience, Firm Stability, Prior City Experience, Assigned Individuals, Account Analysis, and Charges for Services.

The State of Montana recently executed a 10-year banking contract due to all the technology involved with banking services and the amount of time/effort and cost it would take to switch to another vendor. The City of Helena's Council recently approved a resolution stating that a banking RFP was not necessary if the City felt the service provided was adequate and the pricing fair.

The City of Billings also evaluated all of the banking services and technology involved with those services. Based on that evaluation, the contract with US Bank is recommended to be for a 10-year time frame beginning on March 1, 2013, and expiring on February 28, 2023.

ALTERNATIVES ANALYZED

Council may approve the contract or not approve the contract and provide guidance to the staff.

FINANCIAL IMPACT

The banking service charges will be paid for by interest earned on a Certificate of Deposit in the amount of $9 million. The interest rate will be at a minimum of .75% or Fed Funds Flat if it is higher for the first five years of the contract. Fees and the method of payment for years six through ten will be negotiated with US Bank.

RECOMMENDATION

Staff recommends that the City Council approve, and the Mayor sign, the contract with US Bank.

APPROVED BY CITY ADMINISTRATOR

Consent **1. F. 1.**

Regular City Council Meeting
Meeting Date: 01/14/2013
TITLE: Change Order #2, Empire Parking Garage
PRESENTED BY: Bruce McCandless, Asst City Administrator
Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

In October, the City Council approved an $11.5 million design/build contract with Sletten Construction to build the Empire Parking Garage, located in the 2700 block of Montana Ave. Staff believes that Sletten should perform three tasks that are not in the original contract. Two were known to be part of the overall project: asbestos abatement in the Windsor Court building, digging the trench and setting a duct bank for utility relocations in the east-west alley, and and an unexpected need to line the sanitary and storm sewer lines in the alley. The City Administrator approved Change Order #1, which added two of the items to the contract but adding the third one exceeds the City Administrator's $500,000 change order approval authority that is establised in City Code Section 13-502. Change Order #2 covers the utility relocation work and totals $330,000. This work is necessary prior to beginning the Northern Garage demolition because live NWE conductors are too close to the structure, and all overhead utilities would interfere with the planned sky bridge between the hotel and new garage.

ALTERNATIVES ANALYZED

There are no viable alternatives to the recommended action.

FINANCIAL IMPACT

The funds for the change order are included in the project budget. However, the sewer rehab work was not anticipated, and costs will have to be reduced in other parts of the project in order to compensate for the extra expense.

RECOMMENDATION

Staff recommends the City Council approve the Empire Parking Garage Change Order #2 in the amount of $330,000.

APPROVED BY CITY ADMINISTRATOR

Attachments

Change Order #2

Design-Build Change Order Form

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) and DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Change Order Number: Two	Change Order Effective Date: (date when executed by both parties)
Project: Empire Parking Garage	Design-Builder's Project No: 274996
	Date of Agreement: January 5, 2013
Owner: City of Billings	Design-Builder: Sletten Construction Company

Scope of the Change: Add dry utility ductbank trenching and sleeving relocation work in the alley north of the Empire Parking Garage.

Original Contract Price:		$ 11,500,000.00
Net Change by Previous Change Order No(s):	to:	$ 440,000.00
This Change Order Increase/Decrease (attach breakdown):		$ 330,000.00
New Contract Price:		**$ 12,270,000.00**

Original Contract Completion Date:		February 7	2014
Adjustments by Change Order No(s)	to:	0	(calendar days)
This Change Order Contract Time Increase/Decrease:		0	(calendar days)
Revised Substantial Completion Date:		**February 7**	**2014**

By executing this Change Order, Owner and Design-Builder agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder*, (2010 Edition).

OWNER:		**DESIGN-BUILDER:**	
By:	_____	By:	_____
Printed Name:	_____	Printed Name:	Shawn A. Warner
Title:	_____	Title:	Vice President
Date:	_____	Date:	_____

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Add dry utility trenching and sleeving relocation work in the alley north of the Empire Parking Garage.

CTA Architect and Engineers is currently working to complete design documents to detail the work to be performed. Herein contained is the Design Builder's best understanding of the required work and associated costs. The scope and costs detailed herein will require modification upon issuance of plans and specifications from CTA.

•The overall project description is to relocate above ground utilities to underground and adjust and or relocate existing underground utilities within the alley corridor between Montana Avenue and 1st Avenue North also lying between S. 27th Street extending east to approximately 100 feet east of S. 28th Street. The work will entail working with and coordinating the following utilities: Northwest Energy, Mid Rivers, Zayo, MDU, Century link, Integra, and Optimum. The City sewer and storm drainage systems also exist in the ally and may also be modified within work. Storm and Sewer Services will also be modified to serve the parking garage.

• The Design Builder will meet with utilities, learn their criteria, requirements and coordinate with each utility whereby a common understanding and consensus is gained from each utility. With that consensus, common trench design to relocate utilities will be completed. Relocation may also result in modification to existing underground installations from some of the same utilities. Work will also entail street crossings and associated curb gutter and sidewalk replacement due to the utility relocations. The 28th Street crossing will include a temporary concrete surfacing that will be removed and replaced with asphalt when warmer weather permits. Trenching in the alley west of 28th Street will receive permanent concrete resurfacing after backfilling operations are completed.

Exclusions include: Temporary resurfacing (Grading W base course) only in the alley between 27th and 28th Streets. Permanent resurfacing of the alley is not the responsibility of the Design Builder. An existing aged 8" Rail Road sewer line that's location and current function is not known with any precision may be damaged during work activities. Repair of any damage is excluded. Permits and fees are not included.

Compensation will be based upon documented costs and associated markup. An allowance of $330,000 has been included to complete the dry utility relocation work. Full payment and performance bonds are included.

Allowance estimated cost breakdown:

Yellowstone Electric (in trench work) -		$164,191.66
Ostermiller Construction (trenching & backfill) -		$79,064.00
Saw Cutting -		$5,000.00
Temporary re-surfacing of alley east of 28th Street -		$1,000.00
Temporary concrete re-surfacing of 28th Street -		$2,000.00
Permanent asphalt re-surfacing of 28th Street -	$2,200.00	
Re-surfacing alley west of 28th Street -	$3,500.00	
Replace concrete sidewalk & approaches (2) -	$1,500.00	
Trench Plate Covers -		$6,000.00
Fork lift -		$1,800.00
Traffic Control -		$2,995.00
Permits & fees -		**Not included**
General Conditions -		$23,078.00
Fee (5%) -		$14,616.43
Bonds -		$3,069.45
Insurance -		$3,100.15
1% Tax -		$3,131.15
Total =		$316,245.84

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Consent **1. F. 2.**

Regular City Council Meeting

Meeting Date: 01/14/2013

TITLE: Utility Relocation Agreement for the Empire Parking Garage Project

PRESENTED BY: Chris Mallow, Parking Supervisor

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The Empire parking garage will be constructed on the north side of Montana Avenue between North 27th Street and North Broadway. The building consumes an entire half-block and the north side of the building will be adjacent to an alley that runs east/west on that block. There are several overhead and underground utilities that occupy the alley including power, data/telecommunications, and gas. All overhead and some underground utilities need to be relocated before any construction activity can begin on the Empire parking garage. The utility companies have agreed to relocate the utilities to a designated underground alley location. Relocating these utilities underground will allow the existing buildings to be torn down and the new garage constructed while meeting OSHA requirements. It is necessary to pay the utility companies because this relocation is due to a pending development and not their own initiative. The utility companies include Montana Dakota Utilities, Northwestern Energy, Optimum, Integra, Mid-Rivers Telecommunications, Zayo Group, and Century Link. It is necessary to enter into an agreement with these utility companies in order for them to start the relocation. The Northwestern and Optimum agreements were approved by City Council at the December 17, 2012, City Council meeting. The cost for the agreement with Zayo Group is expected to be greater than $50,000, and requires City Council approval.

ALTERNATIVES ANALYZED

The Council may:

•Approve the agreement with Zayo Group; or

•Do not approve the agreement, which would require the overhead utilities to be temporarily relocated during demolition or redesign the Empire parking garage so appropriate setbacks from energized utiltiy lines are accounted for, leading to the possible elimination of the proposed sky bridge between the Empire parking garage and the Northern Hotel.

FINANCIAL IMPACT

The relocation price from Zayo Group for its fiber optic lines is $68,690.

The agreements with the other utilities will be signed by the City Administrator.

The funds for the utility relocation are budgeted into the cost for the Empire parking garage budget and are estimated to total $800,000.

RECOMMENDATION

Staff recommends that Council approve the agreement with Zayo Group to relocate the fiber optic lines for the construction of the Empire parking garage.

APPROVED BY CITY ADMINISTRATOR

Attachments

Draft Agreement

DRAFT

UTILITY RELOCATION AGREEMENT

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

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

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

2. **Effective Date:** This Agreement is effective upon the date of its execution and will terminate upon the anticipated completion of the utility relocation by Contractor which is anticipated to be March 31, 2013. The parties may extend this agreement, by mutual concurrence, for 60 days, in writing prior to its termination.

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

4. **Payment:** City agrees to pay Contractor an amount of Sixty Eight Thousand Six Hundred Ninety dollars ($68,690.00) for the work described in the Scope of Work in Exhibit "A". Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

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

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

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

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

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

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

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

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

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

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

12. **Liaison:** City's designated liaison with Contractor is Chris Mallow, Parking Supervisor, and Contractor's designated liaison with City is Scot Buerkle.

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

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

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

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

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

CITY OF BILLINGS, MONTANA

By_____
Thomas W. Hanel,
Mayor

_____
CONTRACTOR (Print Name Above)

By_____

Print Name _____

Print Title_____

APPROVED AS TO FORM:

By_____
BRENT BROOKS, City Attorney

EXHIBIT "A"

[INSERT THE ZAYO SCOPE OF WORK HERE]

Consent **1. F. 3.**

Regular City Council Meeting
Meeting Date: 01/14/2013
TITLE: Easement for Securities Building, LLC in the Empire Parking Garage
PRESENTED BY: Bruce McCandless, Asst City Administrator
Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

One of the required tasks in the Empire Parking Garage project is to relocate the overhead utilities in the east-west alley to an underground duct system. Northwestern Electric needs to install a new switch in a mid-block location. They have secured an easement for the switch from the Securities Building, LLC. The easement's location displaces the Securities Building trash receptacles. The new parking garage has been designed to accommodate new receptacles within the condominium unit that will be purchased by Alley Cat LLC. Since the structure isn't built, the unit can't be transfered to Alley Cat and the City owns the land. In order to ensure that the Securities Building will have a trash receptacle location when it allows Northwestern to use its property for the new switch, the City is being asked to grant an easement for the receptacles in the planned garage location.

ALTERNATIVES ANALYZED

There are no viable alternatives. A new power switch is needed for the Empire Parking Garage project; Securities Building LLC owns the land where the switch should be placed and it presently uses that space for its trash receptacles; Securities Building LLC will not grant an easement for the new switch unless it has an alternative location for its trash in the planned parking garage.

FINANCIAL IMPACT

This action does not have a direct financial impact on the City.

RECOMMENDATION

Staff recommends that the City Council grant an easement to Securities Building LLC for its trash receptacles in the planned Empire Parking Garage.

APPROVED BY CITY ADMINISTRATOR

Attachments

Easement

EASEMENT

CITY OF BILLINGS, MONTANA, a municipality of the State of Montana, PO Box 1178, Billings, MT 59103 ("Grantor"), in consideration of $1.00 and other good and valuable considerations, the receipt of which is acknowledged, does hereby grant and convey to **SECURITIES BUILDING, LLC,** 2708 First Avenue North, Billings, MT 59101-2356 ("Grantee"), and to its successors, assigns and apportionees, an exclusive easement containing approximately 245 square feet in area upon which to place, maintain, repair and replace trash dumpsters, receptacles, and related facilities for the purpose of trash storage and removal, and necessary appurtenances, under, along and across that certain real property located in Yellowstone County, Montana, and particularly described as follows (the "Easement Area"):

> That portion of Lot 7, Block 109, Original Plat of the Town of Billings on file in the office of the Clerk and Recorder of Yellowstone County containing approximately 245 square feet in area and located in the northwest corner of said Lot 7.

TOGETHER with reasonable right of access to and from the Easement Area over lands of the Grantor; the right to use and keep the Easement Area and access thereto free and clear of any and all obstructions or structures;

PROVIDED that the parties acknowledge Grantor's intention to construct a mixed use parking structure to be known as the Empire Parking Garage (the "Project") over the real estate above-described as shown on Exhibit A attached hereto and made a part hereof; and in the event the Project is constructed, the Easement Area shall be contained within the Project improvements, as shown and designated on Exhibit A.

THE GRANTOR covenants with the Grantee that the Grantor is lawfully seized and possessed of the real estate above described and that the Grantor has a good and lawful right to convey it, or any part thereof.

DATED this _____day of _____, 2013.

CITY OF BILLINGS, MONTANA

By:_____
Thomas W. Hanel, Mayor

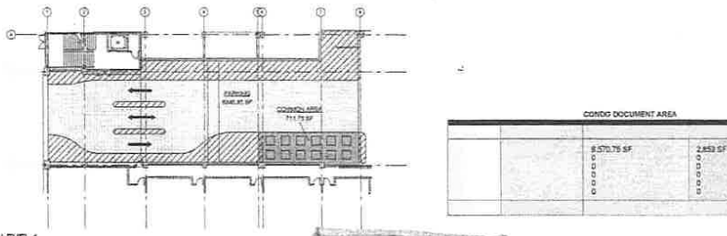
ATTEST:

By:_____
Cari Martin, City Clerk

STATE OF MONTANA
County of Yellowstone

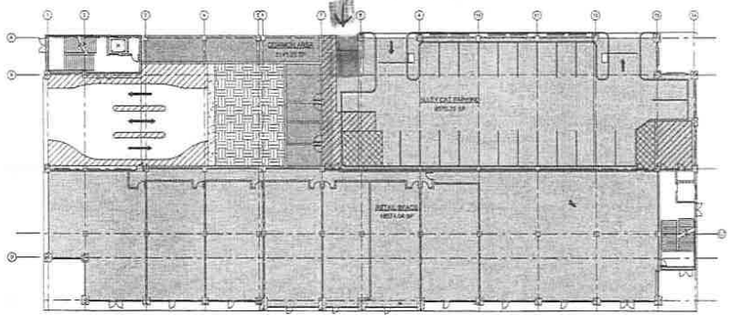
This instrument was acknowledged before me on _____, by THOMAS W. HANEL, Mayor, and CARI MARTIN, City Clerk, of the City of Billings.

_____
Signature of Notary



1 LEVEL 1

Trash Easement



2 LEVEL 1

CONDO DOCUMENT AREA

		8,570.76 SF	2,853 SF	8346.85 SF
				20704.30 SF
				20785.44 SF
				20703.67 SF
				20715.46 SF
				20027.59 SF

SCHUTZ FOSS ARCHITECTS, P.C.

DFDG

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS

SLETTEN CONSTRUCTION COMPANY

Empire Parking Garage

Billings, Montana

1200

CONDO DOCUMENT

1

Consent **1. G.**

Regular City Council Meeting
Meeting Date: 01/14/2013
TITLE: Acceptance of Easement for Atonement Lutheran Church
PRESENTED BY: David Mumford
Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Atonement Lutheran Church is constructing a new church on Wicks Lane near Skyview High School. The Church wants to provide a wider street boulevard than was originally planned and is willing to construct a sidwalk on its property in order to accommodate the wider boulevard. Atonement Lutheran has agreed to grant the City of Billings a right-of-way easement for the sidewalk.

ALTERNATIVES ANALYZED

The Council may:

- Accept the right-of-way easement; or
- Do not accept the right-of-way easement and require that the sidewalk be built in the existing right-of-way.

FINANCIAL IMPACT

There is no significant financial impact with acceptance of this right-of-way easement.

RECOMMENDATION

Staff recommends that Council accept the right-of-way easement from Atonement Lutheran Church

APPROVED BY CITY ADMINISTRATOR

Attachments

Easement

RIGHT-OF-WAY EASEMENT

THIS INDENTURE, made and entered into this _____ day of _____, 20___, by and between the following:

Atonement Lutheran Church
407 Wicks Lane
Billings, Montana 59105,
hereinafter referred to as **GRANTOR**

and

CITY OF BILLINGS, a Municipal Corporation
City Hall – 210 North 27th Street
PO Box 1178
Billings, Montana 59103-1178,
hereinafter referred to as **GRANTEE**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged;

WITNESSETH THAT GRANTOR does hereby grant, sell, and convey unto the **GRANTEE**, perpetual easement and right-of-way to construct, reconstruct, maintain, operate, repair and improve necessary fixtures and appurtenances for sidewalk, accessibility ramps, and fire hydrants over, across, under, and through the real property more particularly described as follows:

A tract being in the SW1/4 of Section 17, T.1N., R.26E., P.M.M., City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows:

Beginning at the southeast corner of Lot 1B Block 3 Amended Plat of Lot 1 Block 3 High Sierra Subdivision 2nd Filing recorded October 30, 2007, under document no. 3443907, records of Yellowstone County, Montana; thence on a curve to the right with a central angle of 19° 01' 27", a radius of 970 feet, and a length of 322.08 feet, (chord bearing S62°42' 43" W, chord distance of 320.59 feet,) thence S72°13'28"W a distance of 212. 99 feet, thence N62°46'32" W, a distance of 14.14 feet, thence N17°46'32" W, a distance of 423.16 feet, Then along a curve to the left with a central angle of 21°38'18", a radius of 1060.00 feet, and a length of 400.32 feet (chord bearing N28°35'41" W, chord distance of 397.94 feet,) thence N 04° 05'37" E a distance of 14.45 feet, thence N 47°52'57" E a distance of 47.28 feet, Then along a curve to the right with a central angle of 42°10'51", a radius of 430.00 feet, and a length of 316.56 feet, (chord bearing N68°58'22" E ,chord distance of 309.46 feet,) thence N 89°56'12" W, a distance of 162.94 feet, to the point of terminus at the northeast corner of Lot 1A Block 3 of Amended plat of Lot 1 Block 3 High Sierra Subdivision 2nd Filing. Said easement is 10 feet in width and lying within Lot 1B and Lot 1A Block 3 (See Exhibit A).

TO HAVE AND TO HOLD unto **GRANTEE** and to its successors and assigns forever.

IN WITNESS WHEREOF, the **GRANTOR** warrants that they have good right to convey, free and clear of all encumbrances; the above-described interests in the real estate described and have hereunto set their hand.

ATONEMENT LUTHERAN CHURCH

BY:_____

PRINTED NAME:_____

ITS:_____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this _____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____ of Atonement Lutheran Church whose name is subscribed to the foregoing instrument, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

_____
Printed Name:_____
Notary Public in and for the State of Montana

Residing at _____

My commission expires _____

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

_____
Thomas W. Hanel, Mayor

ATTEST:

_____
Cari Martin, City Clerk

STATE OF MONTANA)
:ss
County of Yellowstone)

On this _____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared THOMAS W. HANEL and CARI MARTIN, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

_____
Notary Public in and for the State of Montana

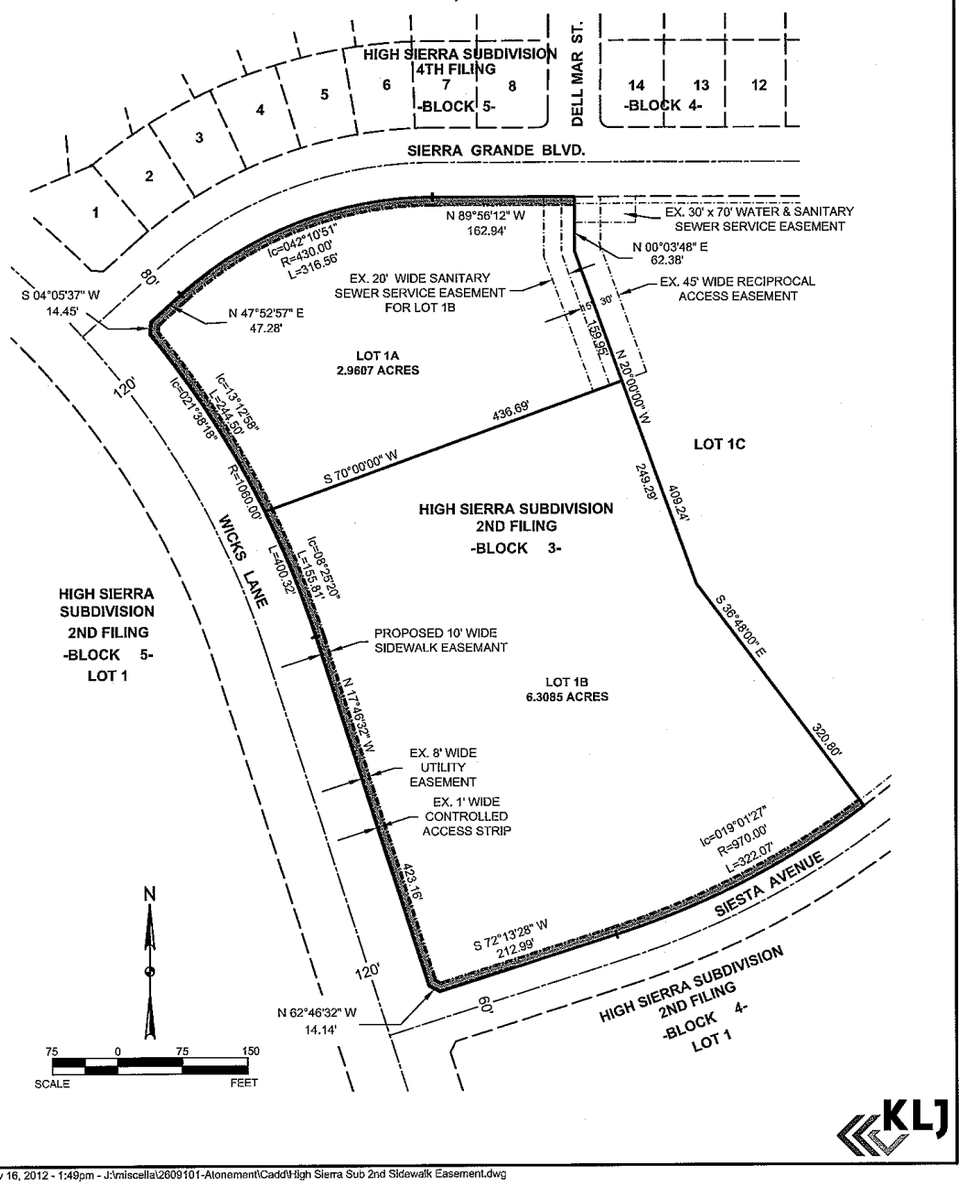
Printed Name:_____

Residing at _____

My commission expires _____

EXHIBIT A

10' WIDE SIDEWALK EASEMENT FOR
LOTS 1A & 1B , BLOCK 3, HIGH SIERRA SUBDIVISION , 2ND FILING
BILLINGS, MONTANA



Nov 16, 2012 - 1:49pm - J:\miscella\2609101-Atonement\Cadd\High Sierra Sub 2nd Sidewalk Easement.dwg

Consent **1. H.**

Regular City Council Meeting
Meeting Date: 01/14/2013
TITLE: Donation for Memorial Bench
PRESENTED BY: Mike Whitaker
Department: Parks/Rec/Public Lands

Information

PROBLEM/ISSUE STATEMENT

The City of Billings Parks, Recreation and Public Lands (PRPL) Department received a donation from Ron Schultz and Marcia Bickel in the amount of $1,500.00 for the purpose of donating a bench and memorial plaque to honor Robert and Gloria Schultz who is Ron's brother and sister-in-law and Marcia's Grandparents. The bench will be located on City-owned land managed by Public Works - Belknap, commonly known as Mystic Park, next to the Heritage Trail. Public Works - Belknap personnel are working with PRPL on the final location and installation. According to City policy, all donations greater than $500 must be approved by the City Council.

ALTERNATIVES ANALYZED

Council may:

- Accept the donation.
- Decline the donation.

FINANCIAL IMPACT

There will be no financial impact to the City.

RECOMMENDATION

Staff recommends that Council accept this $1,500 donation to provide a bench and memorial plaque at Mystic Park and acknowledge this gift to the community from Ron Schultz and Marcia Bickel.

APPROVED BY CITY ADMINISTRATOR

Consent **1. I.**

Regular City Council Meeting

Meeting Date: 01/14/2013

TITLE: Donation from the Yellowstone County DUI Task Force in the Amount of $1,495

PRESENTED BY: Rich St. John

Department: Police

Information

PROBLEM/ISSUE STATEMENT

The Yellowstone County DUI Task Force wishes to donate $1,495 to the Billings Police Department to purchase five new AlcoBlow handheld breath alcohol testers to be used by School Resource Officers. With the current Preliminary Breath Testers (PBT's), the subject must cooperate with the sampling in order to detect that s/he has consumed alcohol and also to determine his/her Breath Alcohol Concentration. The AlcoBlow can be used so an officer can simply be talking to a subject and with a push of a button can detect the presence of alcohol in the space between them. It can also be placed over a drink to determine if it contains alcohol. These instruments will be a great law enforcement tool, especially in zero tolerance settings such as school sporting events, dances, etc.

Council policy requires that any donation greater than $500 must be approved by the City Council. A donation verification form has been signed and will be forwarded to the City Clerk. City Council is being asked to accept the $1,495 donation from the Yellowstone County DUI Task Force.

ALTERNATIVES ANALYZED

The City Council may:

- Accept the $1,495 donation from the Yellowstone County DUI Task Force; or
- Not accept the $1,495 donation which will result in the Billings Police Department not purchasing the AlcoBlow handheld breath alcohol testers.

FINANCIAL IMPACT

The donation from the Yellowstone County DUI Task Force will allow the Police Department to purchase five new AlcoBlow handheld breath alcohol testers, thus improving efficiency and reducing cost for the Department.

RECOMMENDATION

Staff recommends that the City Council accept the $1,495 donation from the Yellowstone County DUI Task Force to purchase the five new AlcoBlow handheld breath alcohol testers.

APPROVED BY CITY ADMINISTRATOR

Consent **1. J.**

Regular City Council Meeting
Meeting Date: 01/14/2013
TITLE: 2013 Urban and Community Forestry Development Project Grant
PRESENTED BY: Mike Whitaker
Department: Parks/Rec/Public Lands

Information

PROBLEM/ISSUE STATEMENT

The Parks, Recreation and Public Lands Department applied for and recieved a 2013 Urban and Community Forestry Program Development Grant from the State of Montana, Department of Natural Resources and Conservation (DNRC). The grant objectives are to improve the management of Billings urban forest, execute a tree planting initative that will improve the urban environment and educate the public on trees and their benefts to the community.

The grant's objectives will be met by purchasing tree inventory computer software that will provide for more efficient management and care of over 9,000 park trees and other public trees, establishing a tree planting initiative called "Replant the South Side" with the goal of planting 100 trees in and around South Park with volunteer assistance from South Side residents and organizations and by developing a public education program utilizing educational displays in city parks about the value and benefits of trees.

ALTERNATIVES ANALYZED

1. Accept the 2013 Urban and Community Forestry Program Development Grant from DNRC and approve the Grant Agreement;
2. Decline the 2013 Urban and Community Forestry Program Development Grant from DNRC.

FINANCIAL IMPACT

The 2013 Urban and Community Forestry Program Development Grant amount from DNRC is $12,780.00. The grant requires a 50/50 match from the City of Billings. The grant application proposed matching the DNRC grant amount with $4,000.00 from the FY 13 Trash for Trees fund for tree purchases and $2,821.00 from the FY 13 Urban Forestry fund to purchase supplies and materials for the project. No additional funding or budget amendments are being requested because both funds have sufficient funds available in the FY 13 budget to provide the match. Additionally, the grant application proposed matching the DNRC grant amount with $11,180.00 of donated and in-kind services for project administration, seasonal labor, volunteer labor and donated supplies and materials.

Grant Amount -	$12,780.00
City Funds -	6,821.00
In-Kind Services-	11,180.00

Total Project Amount - $30,781.00

RECOMMENDATION

Staff recommends that the City Council accept the 2013 Urban and Community Forestry Program Development Grant from DNRC and approve the Grant Agreement.

APPROVED BY CITY ADMINISTRATOR

Attachments

Grant - Part 1

Grant - Part 2

FOR DNRC USE ONLY

Grant Agreement # UCF-13-101

Amendment #

Maximum amount under this Grant Agreement: **$12,780.00**
If adding additional funds, put new maximum amount. Otherwise enter original amount.

Source(s) of Funds
USDA FS Grant # 12-DG-11010000-005, CFDA # 10.664

Approved by
FD - Fiscal
Legal
Procurement

Fund	Subclass	Org	Percent	Amount	Expiration	Amendment
03809	555BL	5114613	100%	$12,780.00	09/30/13	

2/15/2012

Workers Comp ___X___ **N/A** _____ **Attached** _____ **Exempt** _____ **Will be forwarded**

2013 URBAN AND COMMUNITY FORESTRY GRANT AGREEMENT
CITY OF BILLINGS PROGRAM DEVELOPMENT PROJECT

This Grant Agreement is accepted by City of Billings, hereinafter referred to as the "Grantee," Federal ID No. 81-6001237, DUNS# 011140626, and represented by Fred Bicha, City Forester, 390 North 23rd Street, Billings, Montana 59101-1306, telephone (406) 237-6227, according to the following terms and conditions.

This Grant Agreement, awarded and administered by the Montana Department of Natural Resources and Conservation (DNRC) is consistent with the policies, procedures and objectives of the Cooperative Forestry Assistance Act of 1978, Public Law 95-313; as amended. This Grant Agreement is awarded under the Federal grants and Catalog of Federal Domestic Assistance (CFDA) number as noted above. Grantee is subject to terms and conditions of the federal award, which is available at the following link:
http://dnrc.mt.gov/Forestry/FederalAwards.asp

Award of these funds requires Grantee to certify, and Grantee's signature below represents its certification, that:

1. It will abide by all certifications and assurances set forth in Federal Forms SF-424B, "Assurances – Non Construction Programs;" and AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion," both forms having been signed, attached hereto as Appendices A and B, and incorporated herein by reference.
2. It is not delinquent on the repayment of any federal debt.
3. Its subgrantees and/or contractors are not ineligible for federal funds as outlined in 7 CFR Part 3017, Governmentwide Debarment and Suspension (NonProcurement) by

using Form AD-1048 and the on-line Excluded Parties List System (EPLS) to verify their status.

4. It is in compliance with the Drug-Free Workplace Act of 1988.
5. It is in compliance with Public Law 101-121, Section 319, which covers restrictions regarding lobbying.
6. It will comply with 7 CFR, Sec. 3016.42 (records retention and access).
7. It will comply with the Single Audit Act Amendments of 1996 and with OMB Circular A-133, "Compliance Supplement," which establishes audit requirements for states, local governments, Indian Tribal governments, and non-profits that administer federal financial assistance programs.
8. It will, pursuant to 41 U.S.C. § 22, ensure that no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.
9. It will ensure that all employees complete the Employment Eligibility Verification (I-9) form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC § 1324a). It shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this Grant Agreement.
10. It will comply with the Victims of Trafficking and Violence Protection Act of 2000, section 106(g), as amended [22 U.S.C. Sec. § 7104(g)] and will not engage in severe forms of trafficking in persons during the period of time that the subaward is in effect; will not procure a commercial sex act during the period of time that the subaward is in effect; and/or will not use forced labor in the performance of the subaward.
11. It will comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. The following nondiscrimination statement will be posted in primary and secondary recipient/cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients'/cooperators' programs that are produced by the recipients/cooperators for public information, public education, or public distribution (including electronic distribution):

    "In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

    If the material is too small to use the entire statement include, in print size no smaller than the text:

    "This institution is an equal opportunity provider."

12. It will comply with the following policies and requirements of Federal OMB Circulars, as appropriate to its organization:

Grantee Type	Admin Requirements	Cost Principles	Audit Requirements
State & Local Governments	A-102 (7 CFR Part 3016)	A-87 (2 CFR Part 225)	A-133 (7 CFR Part 3052)
Non-Profits	A-110 (7 CFR Part 3019)	A-122 (2 CFR Part 230)	A-133 (7 CFR Part 3052)
For-Profits	A-110 (7 CFR Part 3019)	FAR 31.2 (48 CFR Subpart 31.2)	7 CFR Part 3019.26
Hospitals	A-110 (7 CFR Part 3019)	A-122 (2 CFR Part 230)	A-133 (7 CFR Part 3052)
College & Universities	A-110 (7 CFR Part 3019)	A-21 (2 CFR Part 220)	A-133 (7 CFR Part 3052)

SECTION 1. PURPOSE. The purpose of this Grant Agreement is to establish mutually agreeable terms and conditions, specifications, and requirements to grant funds to the Grantee for an Urban and Community Forestry (UCF) Program Development project in or near, the City of Billings, Montana. Basis for this grant award is the Urban and Community Forestry (UCF) Program, which is administered through a partnership with the United States Department of Agriculture, Forest Service (USFS) and the DNRC. The Program Development Project Proposal and the addendum to the Program Development Project Proposal for this grant award to the Grantee are attached as Appendix "D" and Appendix "E", which are incorporated herein by reference.

SECTION 2. TERM. This Grant Agreement is effective on the date of last signature. The Grantee shall have until **September 30, 2013**, to complete the project and work described in Section 4, Project Scope. The DNRC may, pursuant to Section 18, Agreement Renewal, grant an extension for completion upon request and showing of good cause by the Grantee. Good cause is defined as external factors preventing the Grantee from completing the work, including but not limited to, inadequate staff, construction, hazard trees or other barriers on project site(s), and extensive and prolonged inoperable weather conditions. A request for extension must be submitted in writing no less than thirty (30) days prior to the termination date if an extension is to be considered by DNRC.

SECTION 3. DNRC's ROLE. The DNRC is administering grant funds awarded by the USFS to ensure that the funds are used according to the intent and procedures of the UCF Program Development Grant Program. The DNRC will monitor project expenditures to assure payment eligibility. DNRC assumes no responsibility for the Grantee's obligation to faithfully perform the tasks and activities required by this Grant Agreement. The Grantee may contact the DNRC's liaison Jamie Kirby, at (406) 542-4288, jamiekirby@mt.gov, 2705 Spurgin Road, Missoula, Montana 59804 for guidance related to administration of the terms of this Grant Agreement. All requests for information and assistance shall be submitted to the DNRC liaison or her designee.

SECTION 4. PROJECT SCOPE. (a) The Grantee must use the proceeds provided pursuant to this Grant Agreement to perform allowable activities under the Program. ***The key outcomes of the project are inventory software purchase, tree planting, and creation of educational displays.*** (b) Supporting Documents/attachments. The Program Development Project Proposal submitted by the Grantee is attached hereto as Appendix "D" and the Application Addendum is attached as Appendix "E", both incorporated herein by reference, and which describe the projects and activities to be performed upon municipal lands by Grantee and the required dates of completion. In addition, Grantee must fulfill the terms specified in Appendix "F" "Additional Requirements to Proposal", which is attached to this Grant Agreement and incorporated herein by

reference. Funding will not be provided if the requirements outlined in Appendices "D", "E" and "F" are not fulfilled.

SECTION 5. PROJECT BUDGET. Grant Agreement funds are allocated to the following budget categories:

	DNRC	Match	Total
Project Funding Summary:			
Cooperator salary/wages/benefits	$ 0.00	$ 10,480.00	$ 10,480.00
Operating Expenses	$ 12,183.00	$ 6,118.00	$ 18,301.00
Contracted Professional Services	$ 597.00	$ 1,403.00	$ 2,000.00
Total Funding Summary:	**$ 12,780.00**	**$ 18,001.00**	**$ 30,781.00**

This Grant Agreement requires a match of 50:50 of federal to non-federal funds.

The Grantee may transfer up to twenty percent (20%) of the total Grant Agreement amount between budget categories as needed to complete the project. The Grantee must notify DNRC of such transfers. Transfers between budget categories in excess of twenty percent (20%) of the Grant Agreement amount must be requested by the Grantee, approved by DNRC, and documented in an amendment to the Grant Agreement.

The Grantee shall require all sub-recipients and contractors to sign form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion," and shall keep completed forms on file.

SECTION 6. AVAILABILITY OF GRANT FUNDS. The Grantee acknowledges and understands that Grant Agreement funds become available based on federal appropriations to DNRC. Costs incurred by the Grantee prior to this Grant Agreement are not eligible for reimbursement but may be counted as match funds upon prior written approval by DNRC.

The commitment by DNRC to expend money is contingent upon the DNRC receiving funds under the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended. No liability shall accrue to the DNRC or its officials in the event such funds are not appropriated or allotted as authorized under this legislation.

SECTION 7. BIDDING REQUIREMENTS. Upon acquiring products and/or services with funds awarded pursuant to this Grant Agreement, Grantee must submit a UCF Bid Solicitation Verification Form attached as Appendix C and incorporated herein by reference to DNRC establishing that Grantee has solicited a minimum of three (3) bids for every contract or purchase issued by the Grantee over One Thousand and no/100 Dollars ($1,000.00) for which grant funds will be disbursed. Grantee shall follow all applicable procurement procedures as required in Section 13, Compliance with Applicable Laws, and the applicable OMB Circulars (contained in 2 CFR §§ 215.40–215.48 for institutions of higher education, hospitals, and other non-profits or 7 CFR § 3016.36 for State, local, or Indian Tribal governments).

SECTION 8. GRANT DISBURSEMENTS. The Grantee shall submit claims for disbursement of Grant Agreement funds to the DNRC liaison. Documentation of reimbursable costs incurred **and paid** must be submitted with the disbursement requests. Documentation may include but is not

limited to itemized receipts, vendor invoices, inspection certificates, financial reports that clearly show expenditures, payroll records, copies of checks, bank statements, **and other forms of proof of payment**. DNRC will determine whether documentation submitted adequately supports the disbursement request and may require additional documentation before approving payment. The DNRC will verify the claims and check them against the Reports required in Section 9 and the Project Budget provided in Section 5. The DNRC will disburse Grant Agreement funds to the Grantee only upon DNRC's review and approval of the documentation submitted by the Grantee. Reimbursement of Grantee's expenditures will only be made for expenses included in the Project Budget provided in Section 5 that are clearly and accurately supported by the Grantee's records. The Grantee must, prior to any funds being disbursed under this Grant Agreement, provide documentation of the one hundred percent (100%) match requirement for every disbursement request sent to the DNRC for approval and payment. The match requirement may be met by contributing cash, in-kind and/or donated contributions committed to the project. Before final disbursement will be made by the DNRC to the Grantee, the DNRC Regional Urban Forester must approve the completed project on the Project Inspection Form and must submit the said form along with the Project Report Form, to the DNRC Liaison, pursuant to Section 9, Reports.

The DNRC will withhold ten percent (10%) of the total authorized grant agreement amount until the project tasks outlined in Section 4 Project Scope and the Final Report required in Section 9 are completed by the Grantee and approved by the DNRC.

Total payment for all purposes under this Grant Agreement shall not exceed Twelve Thousand Seven Hundred Eighty and no/100 Dollars ($12,780.00).

No funds will be made available under this Grant Agreement until all co-sponsor'(s), if any, matching grant and loan funds have been committed to the project. The Grantee must, prior to any funds being disbursed under this Grant Agreement, provide documentation of these commitments to the DNRC.

DNRC may, at its sole discretion, terminate or reduce the scope of this Grant Agreement if available funding is reduced for any reason.

SECTION 9. REPORTS. A final Report that details the project status, results, accomplishments and financial status will be submitted to DNRC liaison by the Grantee for approval upon project completion. Final disbursement of Grant Agreement funds is contingent upon DNRC's receipt and approval of the final Report and DNRC Regional Urban Forester Project Inspection Form. A copy of the Project Report Form is available to download on the following webpage:
http://dnrc.mt.gov/forestry/Assistance/Urban/grants.asp.

The deadline for submitting the Project Report Form is **thirty (30)** days after the termination date provided for in Section 2, Term. Grantee understands that if the Project Report Form is not provided to DNRC within **thirty (30)** days after the termination date provided in Section 2, Term, that DNRC may elect to not make payment under the terms of this Grant Agreement. Furthermore, failure by Grantee to provide the Project Report Form(s) to the DNRC liaison as required herein may cause the DNRC to terminate this Grant Agreement.

The DNRC shall, if necessary, provide the Grantee with further instructions regarding the required reporting format and other specific reporting requirements when such requirements are

mandated by the Federal and/or State government(s). These new reporting requirements will be provided in writing to Grantee and will be added to the terms of this Grant Agreement via an amendment should Grantee and the DNRC agree to those terms. The foregoing notwithstanding, Grantee must comply with the terms of any future reporting requirements that do not differ materially from those required by this Grant Agreement.

SECTION 10. RECORDS AND AUDITS. The Grantee must maintain appropriate and adequate records showing complete entries of all receipts, disbursements and other transactions relating to this Grant Agreement for three (3) years after the later of either the final Grant Agreement payment, or the termination or the expiration of this Grant Agreement. The DNRC, the Montana Legislative Audit Division or the Montana Legislative Fiscal Division may, at any reasonable time, audit all records, reports and other documents that the Grantee maintains under or during the course of this Grant Agreement to ensure compliance with its terms and conditions.

SECTION 11. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING. The DNRC or its agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with this Grant Agreement, including the adequacy of records and accounts.

Because the funds awarded under this Grant Agreement come from public funds, public access to the project site and project records must be available. The Grantee shall accommodate requests for public access to the site and records with due consideration for safety, private property rights, and convenience of everyone involved.

SECTION 12. EMPLOYMENT STATUS AND WORKER'S COMPENSATION. The project is for the benefit of the Grantee. The DNRC is not an owner or general contractor for the project and the DNRC does not control the work activities or work-site of the Grantee or any contractors that might be engaged by the Grantee for completion of the project. The Grantee is independent from and is not an employee, officer or agent of the DNRC. The Grantee, its employees and contractors, are not covered by the Workers' Compensation laws applicable to the DNRC as an employer. The Grantee is responsible for making sure that it and its employees are covered by Workers' Compensation Insurance and that its contractors are in compliance with the coverage provisions of the Workers' Compensation Act.

SECTION 13. COMPLIANCE WITH APPLICABLE LAWS. All work must be done in accordance with all federal, state and local laws, statutes, rules and ordinances. It shall be the Grantee's responsibility to obtain all permits, licenses or authorizations that might be required from government authorities for completion of the project. Procurement of labor, services, supplies, materials and equipment shall be conducted according to applicable federal, state and local statutes. DNRC's signature on this Grant Agreement does not guarantee the approval or issuance of any permits, licenses or any other form of authorization to take action for which Grantee must apply with DNRC or any other government entity and submit to DNRC to fulfill the terms of this Grant Agreement.

SECTION 14. INTELLECTUAL PROPERTY – GOVERNMENT RIGHT TO USE. Any graphic material developed under this Grant Agreement may be copyrighted with the proviso that the State of Montana and the USFS will have a royalty-free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for government purposes. The Grantee must consult with DNRC regarding any patent rights that arise from, or are purchased with, funds awarded under this Grant Agreement.

SECTION 15. FAILURE TO COMPLY. If the Grantee fails to comply with the terms and conditions of this Grant Agreement, the DNRC may terminate this Grant Agreement and refuse additional disbursements of grant funds. Such termination will become a consideration in any future application for grants under the authority of the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended.

SECTION 16. ASSIGNMENT AND AMENDMENT. The Grantee may not assign, transfer, or subcontract any portion of this Grant Agreement without DNRC's express written consent (Section 18-4-141, MCA). Amendments will be attached as an integral component of this Grant Agreement. This Grant Agreement may be terminated by the mutual written consent of both parties. If this Grant Agreement is terminated, the Grantee may not submit claims for reimbursement beyond the mutually agreed to termination date.

SECTION 17. MONTANA LAW AND VENUE. Any action or judicial proceeding for enforcement of the terms of this Grant Agreement shall be instituted only in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the First Judicial District, Lewis and Clark County, Montana.

SECTION 18, AGREEMENT RENEWAL. This Grant Agreement may, upon mutual agreement between the parties and according to its terms be extended.

SECTION 19, INDEMNITY AND LIABILITY. Grantee agrees to be financially responsible for any audit exception or other financial loss to the DNRC and the State of Montana which occurs due to the negligence, intentional acts, or failure by Grantee and/or its agents, employees, subcontractors, or representatives to comply with the terms of this Grant Agreement.

Grantee hereby agrees to defend, indemnify and hold harmless the DNRC and the State of Montana and its agents from and against any and all claims, demands, or actions for damages to property or injury to persons or other damage to persons or entities arising out of, or resulting from the performance of this Grant Agreement or the results of this Grant Agreement, provided such damage to property or injury to persons is due to the negligent act or omission, recklessness, or intentional misconduct of Grantee or any of its employees. This Grant Agreement is not intended to relieve a liable party of financial or legal responsibility.

SECTION 20. INSURANCE REQUIREMENTS.

General Requirements: The Grantee shall maintain for the duration of this Grant Agreement, at its cost and expense, insurance against claims for injuries to persons or damages to property, including liability, which may arise from or in connection with the performance of the work by the Grantee, agents, employees, representatives, assigns, or contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Specific Requirements for Commercial General Liability: The Grantee shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $300,000 per occurrence and $600,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Grantee or its officers, agents, representatives, assigns or contractors.

This Grant Agreement consists of pages 1-8, plus Appendix "A" *Form AD-1048,* Appendix "B" *Standard Form 424B*, Appendix "C" *UCF Bid Solicitation Verification Form,* Appendix "D" *Program Development Project Proposal*, Appendix "E" *Grant Application Addendum* and Appendix "F" *Additional Requirements to Proposal.* An additional form, the Project Report Form that the Grantee is required to submit to the DNRC with the Grantee's disbursement request can be found at this webpage: http://dnrc.mt.gov/forestry/Assistance/Urban/grants.asp.

The Grantee hereby accepts this Grant Agreement according to the above terms and conditions.

_____
Date

By: _____
Grantee or Grantee's Authorized Representative

_____
Printed name

_____
Date

_____
DNRC Authorized Representative

_____
Printed name

Form AD-1048 (1/92)

U. S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE.)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	*PR/AWARD NUMBER OR PROJECT NAME*
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE	
SIGNATURE(S)	*DATE*

Form AD-1048 (REVERSE)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Appendix B

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED
	December 7, 2012

Appendix C

MONTANA URBAN & COMMUNITY FORESTRY GRANT BID SOLICITATION VERIFICATION FORM

GRANT PROGRAM:	GRANT AGREEMENT #:		
COMMUNITY/ORGANIZATION NAME			
COMMUNITY/ORGANIZATION ADDRESS	CITY/TOWN	STATE	ZIP
PHONE	EMAIL		
GRANT'S PRINCIPAL CONTACT NAME AND TITLE	PRINCIPAL CONTACT EMAIL & PHONE NUMBER		

SERVICES BEING PROVIDED BY CONTRACTOR OR VENDOR:		
CONTRACTOR OR VENDOR NAME (Just list top 3 bid requests)		BID AMOUNT
A		
B		
C		
SELECTED CONTRACTOR or VENDOR		

1) Please describe the bid solicitation process:
2) Please explain why you chose the selected contractor or vendor:
3) If three bids are unavailable for submission please also describe the issue(s):

Montana Department of Natural Resources and Conservation (DNRC)
2013 Urban Forestry Grant Application

COMMUNITY	*DUNS NUMBER*	*FEDERAL TAX ID NUMBER*	
Billings, Montana	*011140626*	*81-6001237*	
COMMUNITY ADDRESS	*CITY/TOWN*	*STATE*	*ZIP*
390 North 23rd St	*Billings*	*MT*	*59101*
PRINCIPAL REPRESENTATIVE (person DNRC will utilize as primary contact)	*TITLE*		
Fred Bicha	*City Forester*		
PRINCIPAL REP ADDRESS (if same as above, leave blank)	*CITY/TOWN*	*STATE*	*ZIP*
PHONE (DAYTIME)	*FAX*	*EMAIL*	
406-237-6227	*406-247-8679*	*bichaf@ci.billings.mt.us*	
OTHER IMPORTANT CONTACTS: List by name, title, and contact information (phone, email)			
TOTAL REQUEST AMOUNT (maximum request $20,000)	*TREE CITY USA in 2011? (Y/N)*		
$16,782.50	*Yes 28 years*		

Use this page as the cover sheet and include separate paper for the Project Narrative. Please use the Budget Calculation sheets provided. This document must be signed and dated by an individual that is legally authorized to act on the community's behalf. Please answer clearly and concisely, and be sure to include all required attachments. Failure to do so will result in disqualification.

PROJECT NARRATIVE (All of the following elements must be addressed in application)

1. PROJECT DESCRIPTION AND JUSTIFICATION: Describe the type of project and clearly outline its purpose and goals. Are they in line with federal and state program goals? Explain the ability for this project to solve a problem or meet a need.
2. PROGRAM DEVELOPMENT: How will this project help your community develop or improve a sustainable urban forestry program? Are there long-term benefits as a result of this project?
3. PROJECT PERSONNEL: The personnel should possess the necessary qualifications or expertise to carry out project & program goals. Please include name, title/qualification, project role, and level of involvement. A *community representative will also be required to view a presentation on grants administration led by DNRC. Please identify this person in this section.*
4. LEVERAGING LOCAL SUPPORT & OUTREACH: Please include any planned activities with volunteers and/or public education related to this project. Identify any partners (other agencies, groups, etc.) that will be involved.
5. PROJECT WORK PLAN AND SCHEDULE: Provide a work plan/schedule for completing each activity and timetable for completion with start and finish dates. Assume that tree planting & maintenance projects have until June 15th, 2013; other projects have until September 30th, 2013.
6. PROJECT MONITORING & FOLLOW UP: How will you measure this project's success? Will there be future monitoring efforts following the completion of this grant project? For any tree planting, maintenance, or removal projects, attach a 3-year maintenance plan (example at http://dnrc.mt.gov/Forestry/Assistance/Urban/Grants.asp)
7. TREE OR VEGETATION ORDINANCE: Does your community currently have an ordinance (Y/N)? If yes, please affirm the date that your ordinance was adopted. You do not need to attach your ordinance; however, this document should be available upon request.

I certify that the community/organization listed above has the approval of the local government to conduct this project.

PRINCIPAL REPRESENTATIVE: *Name, Signature* *Fred Bicha* _____

AUTHORIZED COMMUNITY OFFICIAL: *Name, Title, Signature* *Fred Bicha, City Forester,* _____

Appendix D

1. *Project Description and Justification:*

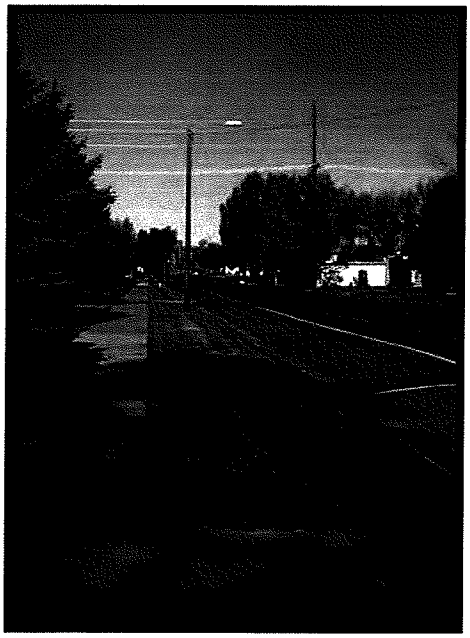
The City of Billings, Montana Urban and Community Forestry Program would like to request a Program Development (PD) grant from the Department of Natural Resources and Conservations (DNRC). Through this grant several goals of the State of Montana Forest Resource Strategy can be met as we work towards a more sustainable urban forest here in Yellowstone County. Through the state resource strategy Yellowstone County has been identified as having a high potential for improving air quality and conserving energy.

Through the 2013 PD grant three core projects have been identified that will boost the UCF program and lead to making Billings a more sustainable resilient urban landscape as well as improve forest diversity, and improve public safety.

A. Software Upgrade

In 2010 an I-tree inventory was completed of all Billings parks; 8500 trees were identified. In the spring of 2012 implementation of that inventory began. In the past six months over 500 hazardous trees that were identified in that inventory have been abated. Keeping track of this data as well as utilizing it for future planning using the current GIS and I-tree software has been doable but difficult. The purchase of a commercial tree inventory software system specifically designed for tree management will allow for better management of the resource. As the Billings Forestry Program grows from managing park trees to managing other public trees, the tree inventory software will be in place and ready to go.

B. Tree Planting

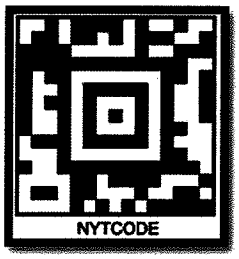


The second component of this project is to establish a tree planting initiative, called "Replant the South Side". The goal will be to plant 100 trees along the barren boulevards leading to South Park in addition to planting 50 trees in South Park. Green ash account for the majority of trees in South Park, all around 50-60 years of age. These trees have been hit severally by Oyster Scale the last couple years, defoliating the trees to the point of death. Where there are trees along the boulevards leading to South Park the species are comprised of undesirable species such as Black Locust and Siberian Elm that have encroached and are falling apart. The South Side of Billings is one of the more economically suppressed areas of town with a high crime rate. "Replant the South Side" will be an event similar to an Arbor Day event but in the fall. The Billings Arborist Association (BAA) and Parks staff will provide a required tree planting clinic in South Park. Community volunteers will assist neighbors in tree planting. One of the main goals is to have neighbors helping neighbors plant trees. Kathleen Wolf, Ph.D., has shown trees and

well landscaped areas can decrease crime by 25-50%. In 2011 10,307 crimes were committed on the South Side of Billings. Can planting 150 trees reduce the South Side crime rate?

C. Education

With a comprehensive tree inventory the 3rd portion of this project will be to select three Billings Parks and place educational displays identifying tree species within the parks. Benefits provided by trees will be discussed as well as QR codes that can be scanned by smart phones that will lead the reader to more education on the trees, insect and disease issues, and tree benefits.



2. *Program Development:*

One of the first steps toward developing a sustainable UCF program is having a comprehensive tree inventory program in place. With inventory software in place the forestry crew can manage day to day tasks as well as plan for the future. After the inventory the next step will be having a management plan completed that will provide guidance and direction for the future.

Through "Replant the South Side" 150 trees will be planted in one day. These trees will provide citizens hundreds of thousands of dollars in benefits over their lifetime. This event will raise awareness about UCF and the importance of trees. Also completing a project of this scale will help build community credibility for the future of the forestry program.

The placement of educational signs concerning trees in three of Billings' parks will possibly be viewed by millions over the years. The public will be more aware of the benefits and challenges of trees.

3. Project Personnel:

Billings City Forester, Fred Bicha will oversee the entire project from start to finish. Jim Flott with Community Forestry will be brought in to aid in converting the present tree inventory to the Tree Works program. Billings GIS personnel will be involved in the process.

"Replant the South Side" will involve the largest personnel. In addition to South Side neighbors, Billings Parks and Rec staff will be involved in the planning and follow-up after care of the trees. Montana State University Billings (MSUB) students, the Billings South Side Task Force, BAA as well as larger companies like Wells Fargo & GE will be asked to be major volunteers. Home Depot and Lowes will be asked to participate by donating materials.

The educational displays will be built and put in place by the Billings Parks and Recreation Staff.

4. Leveraging Local Support & Outreach

It is hoped through having a comprehensive tree inventory program that information derived from the program can be used to garner support for the future Urban Forestry Program as well as assist in managing current trees.

"Replant the South Side" will approach box stores such as Home Depot, Wal-Mart, and Lowes for support. Volunteers from GE and Wells Fargo have worked on similar projects in the past and will be invited to participate. One lateral goal of this project is to begin a dialog with MSUB students and faculty with the hope that the 2nd Montana Tree Campus USA might be in Billings, Montana. "Replant the South Side" will correspond to Freshman MSUB students fall volunteer day. All media outlets will be invited to participate in the event.

The City of Billings has parks that receive over a million visits per year. Placing educational displays in three of Billings Parks will provide tree education for years to come.

Articles throughout the project will be written and distributed to media outlets. Tree applications and information about the project will be placed on the City Parks and Recreation website. City officials and council will be educated about the project in an effort to communicate information about the project to City residents.

5. Project Work Plan & Schedule:

- As soon as grant is awarded-- Order Tree Works Software and convert old inventory
- January 30th, 2013 -- spring tree order sent out to three nurseries for bids
- March 1st, 2013 -- Send letter to South Side residents explaining the program and garnering interest
- Early spring, 2013 -- Receive and heal in trees
- April 1st, 2013 -- Mail out tree applications
- August 1st, 2013 -- Line up volunteers
- First Saturday in September, 2013 -- "Replant the South Side" event held in South Park

- September 14th, 2013 -- Paperwork turned into the DNRC

6. Project Monitoring & Follow-up:

Throughout the project DNRC personnel will be kept up to date on project progress. Parks personnel will attend all DNRC grant training.

The tree inventory data will be updated each day in the field as well as the office. Data will be made available to anyone wanting to see it. By utilizing the same program as other Montana communities it is hoped that data can be used to give a whole state picture of the urban forest.

Every effort will be made to pass on the maintenance of the newly planted trees to the adjacent land owner, through contracts and door hangers. However as we all know that is not always effective. Currently we have roughly 500 smaller trees in the Billings Parks System that are watered throughout the summer months. These 150 trees will be added to that cycle for the next three years following planting. A moisture meter will be used to determine if water is needed. Records will be kept on the survivability, success and failures that will be made available to other communities wanting to take on a similar project. With a benchmark in place for crimes on the South Side, Parks staff will periodically monitor to see if crime rate is actually affected by trees.

The educational displays will be monitored throughout the year for vandalism and general repair. By using a Plexiglas cover if they are graffitied or vandalized it will be easily replaced or cleaned.

Tree Maintenance Schedule

Year 1														
Activity	**Description of Service**	**Material**	**J**	**F**	**M**	**A**	**M**	**J**	**J**	**A**	**S**	**O**	**N**	**D**
Mulching		Wheelbarrow each tree					X							
Watering		Water truck							X	X	X			
Inspection	Inspect while mulching						X							
Update Inventory	Map when mulching						X							

Appendix D

Year 2														
Activity	**Description of Service**	**Material**	**J**	**F**	**M**	**A**	**M**	**J**	**J**	**A**	**S**	**O**	**N**	**D**
Small Tree Training	150 trees x 10 mins/tree= 3 days of pruning						X							
Mulching		Wheelbarrow each tree					X					X		
Watering		Water truch							X	X	X			
Inspection	Inspect while pruning						X							
Remove tree hardware	Remove while watering								X					
Year 3														
Activity	**Description of Service**	**Material**	**J**	**F**	**M**	**A**	**M**	**J**	**J**	**A**	**S**	**O**	**N**	**D**
Small Tree Training	150 trees x 10 mins/tree= 3 days of pruning						X							
Mulching		Wheelbarrow each tree					X					X		
Watering		Water truck							X	X	X			
Inspection	Inspect while pruning						X							

7. Tree or Vegetation Ordinance: Yes Billings has a Tree Ordinance adopted in 1967.

BUDGET CALCULATION FORM

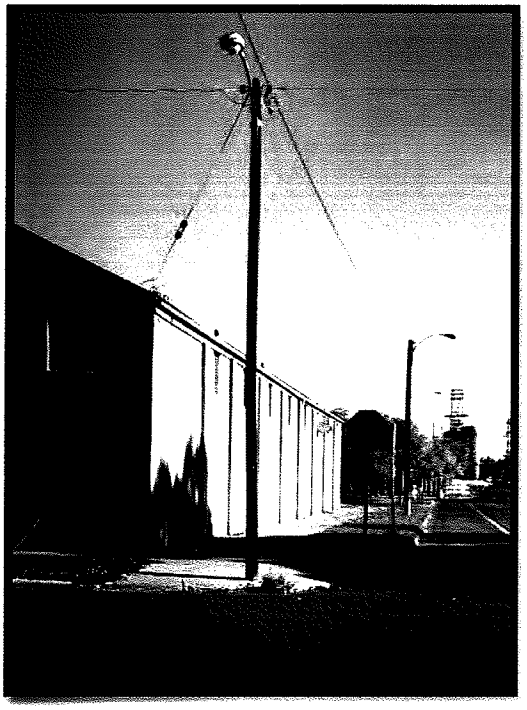
PROJECT EXPENSES	QUANTITY/HOURLY RATE OR PIECE RATE	GRANT FUNDS REQUESTED (A)*	APPLICANT CASH MATCH (B)	$ VALUE OF DONATED AND IN-KIND (C)	TOTAL A + B + C
PERSONNEL EXPENSES (SALARIES/WAGES/BENEFITS) *Requested grant funds cannot be used for regular personnel costs of city/town employees. However, forestry student interns or summer forestry apprentice costs can be included as grant funds.					
City Forester administration of project	120 hrs x $30/hr			$3,600.00	$3,600.00
Parks seasonal staff to help with planting	3 peps x 16 hrs x $10/hr			$480.00	$480.00
Park Maintenance staff to build and put up displays	16hrs x $25/hr			$400.00	$400.00
Volunteers to plant trees	100 vol, 6 hrs x $10/hr			$6,000.00	$6,000.00
TOTAL PERSONNEL EXPENSES				**$10,480.00**	**$10,480.00**
OPERATING EXPENDITURES (TRAVEL, SUPPLIES, RENTALS, ETC.)					
Tree Works TM	Professional	$7,000.00			$7000.00
Arc Pad	Software	$665.00			$665.00
150 Trees @ wholesale cost	150 trees x $80/piece whole sale*	$8,000.00	$4000.00		$12,000.00
Stakes	2 stakes/tree x $4/stake		$1200.00		$1200.00
Tree straps	1 strap/tree x $1/strap			$300.00	$300.00
Mulch	$3/tree x 150			$450.00	$450.00
Materials for displays	3 displays x $518.00	$777.00	$777.00		$1,554.00
Postage, printing and mailing supplies				$200.00	$200.00
Printing large maps & laminating	5 maps and laminating		$100.00		$100.00
TOTAL OPERATING EXPENSES		**$16,442.00**	**$6,077.00**	**$950.00**	**$23,469.00**
CONTRACTED PROFESSIONAL SERVICES (NEEDS PRIOR APPROVAL)					
Community Forestry Consulting	Converting i-tree data to TW	$1000.00	$1000.00		$2,000.00
TOTAL CONTRACTED SERVICES		**$1,000.00**	**$1,000.00**		**$2,000.00**
TOTAL PROJECT EXPENDITURES		**$17,442.00**	**$7,077.00**	**$11,430.00**	**$35,949.00**

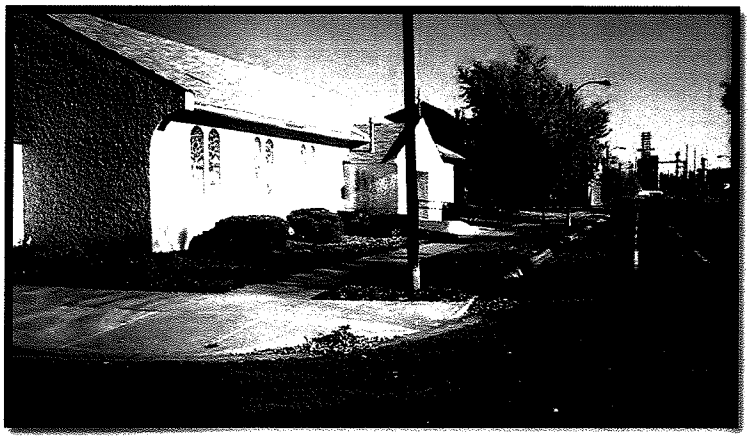
Budget Superseded See Appendix E for Budget

IMPORTANT NOTE: *UPON REQUESTING REIMBURSEMENT, ALL EXPENDITURES* (INCLUDING CASH, DONATIONS AND IN-KIND CONTRIBUTIONS TO BE APPLIED TO 100% MATCH) MUST BE SUBSTANTIATED WITH PROOF OF PAYMENT.

FEDERAL FUNDS MAY *NOT* BE USED FOR APPLICANT CASH, DONATED AND/OR IN-KIND CONTRIBUTIONS.

Appendix D





Crime & Fear

There are two conflicting outlooks towards city trees and vegetation. On one hand, a natural landscape is believed to promote healing and renewal. On the other hand, the presence of vegetation is implicated as a screen for criminal activity. This article addresses the second perspective and summarizes the research findings on the relationship between urban vegetation and crimes, aggressive behavior, and safety. The science findings are not conclusive and even may appear inconsistent or conflicting, yet certain patterns and relationships appear across many studies.

Fast Facts

- There are, on average, about 3,800 crime victims per 100,000 population in the U.S. each year.[1]
- Among minor crimes, there is less graffiti, vandalism, and littering in outdoor spaces with natural landscapes than in comparable plant-less spaces.[4]
- Public housing residents with nearby trees and natural landscapes reported 25% fewer acts of domestic aggression and violence.[5]
- Public housing buildings with greater amounts of vegetation had 52% fewer total crimes, 48% fewer property crimes, and 56% fewer violent crimes than buildings with low amounts of vegetation.[2]
- Studies of residential neighborhoods found that property crimes were less frequent when there were trees in the right-of-way, and more abundant vegetation around a house.[6,7]
- In a study of community policing innovations, there was a 20% overall decrease in calls to police from the parts of town that received location-specific treatments. Cleaning up vacant lots was one of the most effective treatment strategies.[12]
- Vegetation can be managed to create a reassuring environment, reduce fear, and increase citizen surveillance and defensible space. Principles of Crime Prevention Through Environmental Design (CPTED) suggest how to achieve safer places.

Contents:

> City Green & Crime > Crime Facts * Minor Crimes * Aggression and Violence * Serious Crimes * Community Policing * More Studies > Fear Factor * Views and Visibility * Manage for Crime Prevention > Being Mindful * Defensible Space and Territoriality * Surveillance * Community Cohesion * Mental Health > Conclusions > References

cite: *Wolf, K.L. 2010. Crime and Fear - A Literature Review. In: Green Cities: Good Health (www.greenhealth.washington.edu). College of the Environment, University of Washington.*

Billings Crime Map

Map by CRIMEMAPPING.com

Crime Types | Dates | Address | Agencies | Version 5.4.1a

First, select a starting date "From" and an end date "To". Then, click Apply or collapse the tab.

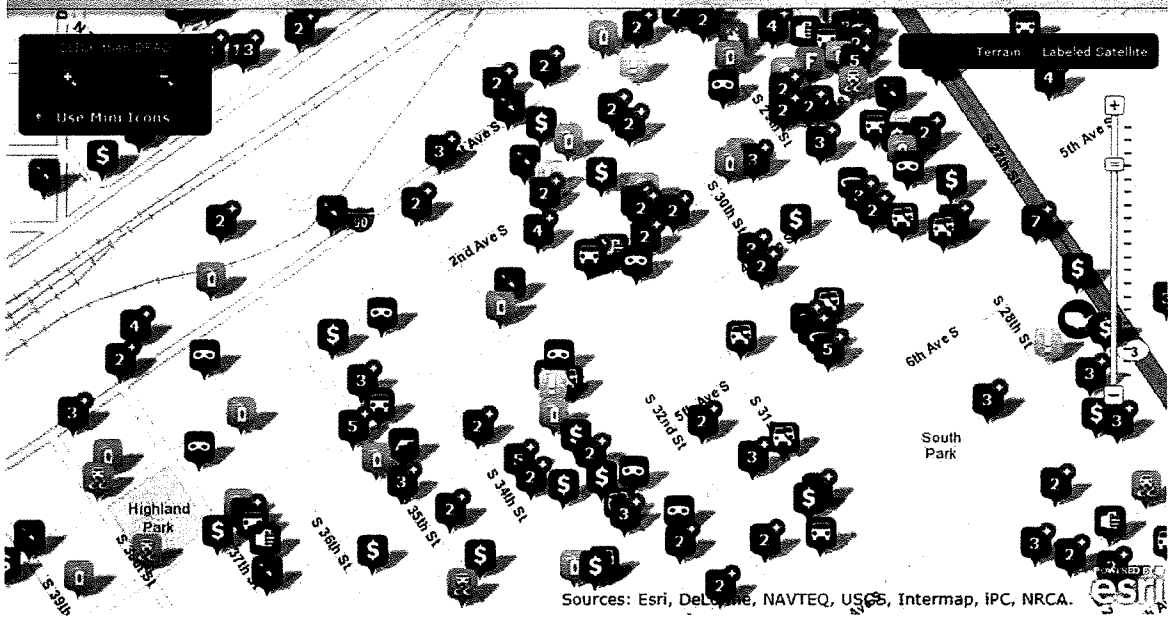
Reset Dates

FROM: 04/26/2012 Thursday, 26 April, 2012

TO: 10/23/2012 Tuesday, 23 October, 2012

Apply

326 crimes between 4/26/2012 - 10/23/2012



Community Forestry Consultants

COMMUNITY FORESTRY CONSULTANTS, INC.
2020 E. 36TH AVENUE
SPOKANE, WA 99203
509-954-6454
509-534-2019 (FAX)
cfconsults@comcast.net

TreeWorks™ for ArcGIS 10

QUOTE FOR CITY OF BILLINGS MONTANA

TREEWORKS TREE MANAGEMENT SOFTWARE

TreeWorks Professional GIS Tree Management Software $7,000.00

Designed to develop and report tree inventories and to manage associated work

Cost Breakdown:

a. TreeWorks Professional: $7000.00 1st Seat
$3000.00 2nd Seat (Option)
$1000.00 Each Additional Seat (Option)

b. Optional training and installation: $2000.00 per day (does not include travel and lodging)

c. Maintenance support: Included in the purchase price for the first year (includes unlimited phone support and software upgrade subscription for one year from date of installation); $650.00 per year after first year.

Functions included:

Ability to collect all fields described in the RFP plus the following features.

Tree appraisals	Tree inventory with maintenance tasks
Map development	Inventory reports
Service requests	Work order development work management
Query functionality	

Additional options and costs:

*ArcView 10.x: $1270.00
*ArcPad 10.0: $800.00 *ArcView and ArcPad are required to run TreeWorks.

Appendix D

Hi Fred.

The subscription is $2,100 per year. There will be some additional setup costs and training costs that we'd want to negotiate with you as well. I'd be able to firm up those costs after we do a proper demonstration and learn what you would need.

Let me know when you are ready and we'll take it to the next level!

Thanks,

Ian.

Ian Scott

www.daveyresourcegroup.com

From: Bicha, Fred [mailto:bichaf@ci.billings.mt.us]
Sent: Tuesday, August 21, 2012 7:06 AM
To: Scott, Ian
Subject: RE: Davey TreeKeeper

Thanks Ian,

For sure good times!

When things slow back down I'll go over with my boss, look at the website demo, and see about a follow-up. Could I get a price quote on the software and follow-up cost?

fred

From: Scott, Ian [mailto:Ian.Scott@davey.com]
Sent: Monday, August 20, 2012 1:58 PM
To: Bicha, Fred
Subject: Davey TreeKeeper

Hi Fred.

It was great to see you last week in Portland. Good times for sure.

I'd be happy to follow-up with you regarding TreeKeeper, canopy surveys and other ways we can help you meet your urban forestry program goals. Let me know when you'd like to see a TreeKeeper webinar and I can set something up.

In the mean time, go to:

www.daveytreekeeper.com

...then click on the demo link and you should get to the site.

Have fun with it!

Ian.

Ian Scott

Project Developer

Davey Resource Group

206-714-3147

www.daveyresourcegroup.com

Appendix D

Nursery Price Example

Clifty View Nursery- Bonners ferry, ID

QUERCUS BOREALIS
Northern Red Oak
1-1.5 in. 35.25 45.00 --------
1.5-2 in. -------- 59.25 80.50

QUERCUS MACROCARPA
Bur Oak
1-1.5 in. 35.25 45.00 --------
1.5-2 in. -------- 59.25 80.50
2-2.5 in. -------- 70.00 99.25

SYRINGA RETICULATA
Japanese Tree Lilac
1-1.5 in. 35.75 45.00 --------
1.5-2 in. -------- 54.75 75.25
2-2.5 in. -------- 69.50 99.25

TILIA CORDATA 'GREENSPIRE'
Littleleaf Linden
2-2.5 in. -------- 88.50 110.50
2.5-3 in. -------- 96.75 120.50
3-3.5 in. -------- 115.00 130.00

TILIA X. FLAVESCENS 'DROPMORE'
Dropmore Linden
2-2.5 in. -------- 88.50 110.50
2.5-3 in. -------- 96.75 120.50

Schmidt Nursery, OR

http://www.jfschmidt.com/rg/index.html

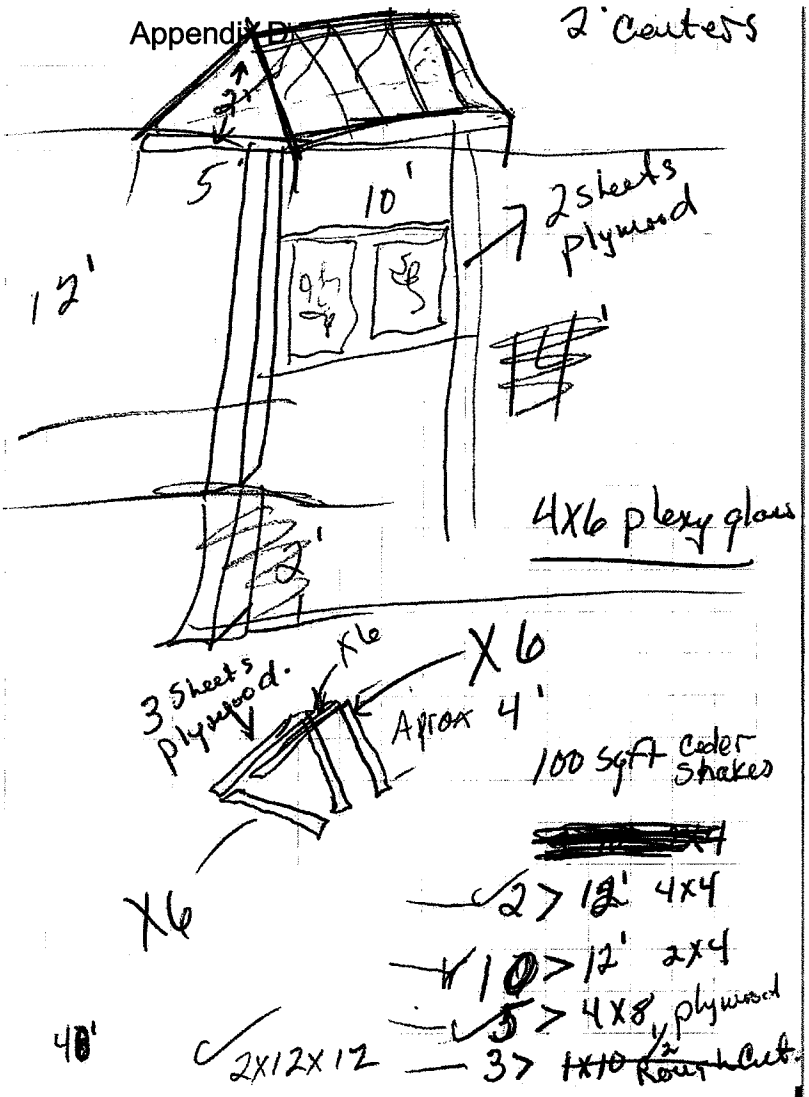
Glacier Nursery, MT

http://www.glaciernursery.com/

Apple Creek Propagators

http://www.applecreekpropagators.com/

Display Design and Cost Estimate



Home Depot.

12' 2X4	$8.77 ea.	> 88.00
12' 4X4	$20.97 ea.	> 42.00
4X8 15/32 treated plywood.	$38.97 ea	> 195.00
12' 2X12	$15.97 ea	> 48.00
Roofing Mat. Aprox	$50.00	> $50.00
Plexy Glass. Aprox	$20.00	$20.00
Concrete + hardware Aprox		$75.00
		$ 18.00

Appendix E

BUDGET CALCULATION FORM

PROJECT EXPENSES	*QUANTITY/HOURLY RATE OR PIECE RATE*	*GRANT FUNDS REQUESTED (A)**	*APPLICANT CASH MATCH (B)*	*$ VALUE OF DONATED AND IN-KIND (C)*	*TOTAL A + B + C*
PERSONNEL EXPENSES (SALARIES/WAGES/BENEFITS) **Requested grant funds cannot be used for regular personnel costs of city/town employees. However, forestry student interns or summer forestry apprentice costs can be included as grant funds.*					
City Forester administration of project	*120 hrs x $30/hr*			*$3,600.00*	*$3,600.00*
Parks seasonal staff to help with planting	*3 peps x 16 hrs x $10/hr*			*$480.00*	*$480.00*
Park Maintenance staff to build and put up displays	*16hrs x $25/hr*			*$400.00*	*$400.00*
Volunteers to plant trees	*100 vol, 6 hrs x $10/hr*			*$6,000.00*	*$6,000.00*
TOTAL PERSONNEL EXPENSES				***$10,480.00***	***$10,480.00***
OPERATING EXPENDITURES (TRAVEL, SUPPLIES, RENTALS, ETC.)					
Tree Works TM	*Professional*	*$7,000.00*			*$7000.00*
Arc Pad	*Software*	*$665.00*			*$665.00*
100 Trees @ wholesale cost	*100 trees x $80/piece whole sale*	*4,000.00*	*$4000.00*		*$8,000.00*
Stakes	*2 stakes/tree x $4/stake*		*$800.00*		*$800.00*
Tree straps	*2 strap/tree x $1/strap*			*$200.00*	*$200.00*
Mulch	*$3/tree x 100*			*$300.00*	*$300.00*
Materials for displays	*2 displays x $518.00*	*$518.00*	*$518.00*		*$1,036.00*
Postage, printing and mailing supplies				*$200.00*	*$200.00*
Printing large maps & laminating	*2 maps and laminating*		*$100.00*		*$100.00*
TOTAL OPERATING EXPENSES		***$12,183.00***	***$5,418.00***	***$700.00***	***$18,301.00***
CONTRACTED PROFESSIONAL SERVICES (NEEDS PRIOR APPROVAL)					
Community Forestry Consulting	*Converting i-tree data to TW*	*$597.00*	*$1403.00*		*$2,000.00*
TOTAL CONTRACTED SERVICES		***$597.00***	***$1,403.00***		***$2,000.00***
TOTAL PROJECT EXPENDITURES		***$12,780.00***	***$6,821.00***	***$11,180.00***	***$30,781.00***

IMPORTANT NOTE: *UPON REQUESTING REIMBURSEMENT, ALL* EXPENDITURES (INCLUDING CASH, DONATIONS AND IN-KIND CONTRIBUTIONS TO BE APPLIED TO 100% MATCH) MUST BE SUBSTANTIATED WITH PROOF OF PAYMENT.

Appendix E

From: Bicha, Fred
To: Kirby, Jamie
Cc: Palm, Lorie
Subject: RE: Billings Program Development Grant
Date: Tuesday, November 13, 2012 9:37:26 AM
Attachments: image001.png
2013 Billings PD Grant revised calculation sheet.docx

Hi Jamie & Lorie,

Thank you for the Program development grant. Attached is a modified budget sheet. Trees have been reduced from 150 to 100 to meet the $4k reduction in funding. In order to reduce another $662.00 one of the three displays was dropped.

Thank you,

Fred Bicha
City Forester/Natural Resource Supervisor
Billings Parks, Recreation and Public Lands
390 N 23rd Street
Billings, MT 59101

406-237-6227 office
406-698-7343 cell

Email: bichaf@ci.billings.mt.us

Web: www.prpl.info
Face Book: www.facebook.com/BillingsParksandRecreation

From: Kirby, Jamie [mailto:jamiekirby@mt.gov]
Sent: Thursday, November 08, 2012 11:39 AM
To: Bicha, Fred
Cc: Palm, Lorie
Subject: Billings Program Development Grant

Dear Mr. Bicha,

The selection committee has tentatively approved Billings UCF program development grant proposal.

The committee agreed to fund ***$12,780.00*** of your project. In order to proceed with the grant awarding, the following budget modifications are necessary:

1) There was a discrepancy between the amount requested on your cover page ($16,782.50) and your budget sheet ($17,442.00). Due to this error we were working from the amount

on your cover page, $16,782.50.

2) The tree planting amount was reduced from $8,000 to $4,000
3) This leaves $662 to cut from your budget calculation form. Please find the best way to make this additional reduction.

Please submit a revised budget calculation form reflecting these modifications. If you can respond to or acknowledge these items by November 30th, we would appreciate it. If you have any questions feel free to contact me.

Thanks, and congratulations on a well-written proposal.

Jamie Kirby

Montana DNRC

Urban & Community Forestry

Phone: 406-542-4288
Email: jamiekirby@mt.gov

Appendix F

Additional Requirements to Proposal

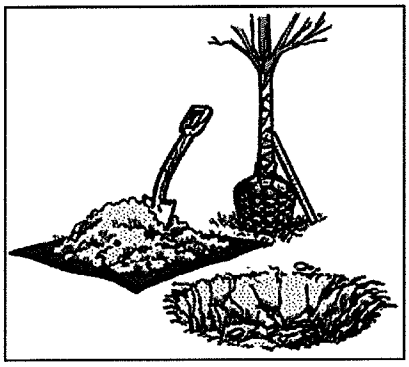
In addition to the specifications provided in Appendices "D" and "E", Grant Agreement Number UCF-13-101 submitted by City of Billings Federal Tax Identification Number 81-6001237 the following must be completed:

1) Tree planting specifications - Part (A)
2) Final Work Inspection Form -Part (B)

Part (A) – Tree Planting

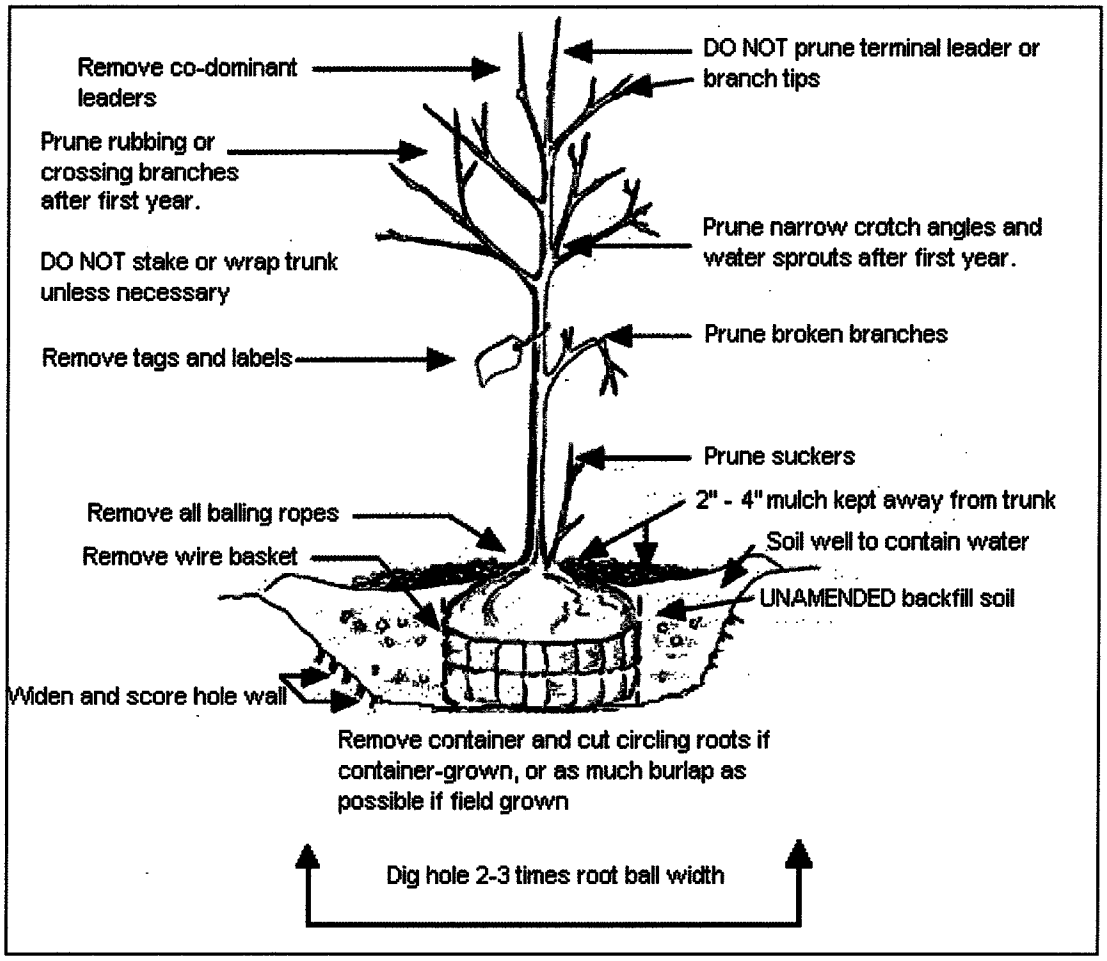
All tree planting projects must follow the specifications given here:

- **Time of Year** - The ideal time to plant a tree is when it is in a dormant condition, either in early spring before bud-break, or in the fall, after leaves have dropped. Weather conditions at these times are generally cool, and allow plants to establish new roots prior to having to endure the hot, dry conditions of summer.
- **Location** – Consider site restrictions (such as available growing space, soil type, pavement, overhead or underground utilities, etc.) Visualize what this tree will look like in 20 years. Before you begin planting your tree, be sure you have had all underground utilities located prior to digging the hole. Call your local utility services at least 2 days prior to digging. (Usually 1-800-424-5555 in MT)
- **Tree selection** –Carefully inspect trees and only purchase those that have a strong stem and no physical damage. Avoid trees with circling roots, severe pruning cuts, dead bark or signs of insects and disease.
- **Site preparation** – Dig a space approximately three times the diameter of the root ball, and only as deep as the root ball. Amending soil is not necessary unless planting in disturbed sites or poor soil quality. Break up compacted soil on sides of the hole, and leave bottom firm.
- **Tree preparation** – 1) Identify trunk flare - The trunk flare is the part of the trunk where the roots spread out at the base of the tree. This point should be visible after the tree has been planted. If the trunk flare is not visible, you may have to remove some soil from the top of the root ball prior to planting the tree. 2) Cut away strings and burlap or plastic from around the trunk. If tree is container grown, cut and remove container.



- **Tree placement** – Lift tree into planting space by the root ball, not the trunk. Ensure tree is at proper depth and never plant too deep. Trunk flare and top of root ball should be at grade. Balance tree upright at center of planting space. Pull back burlap as much as possible without removing soil from the root ball.
- **Fill with soil** – Fill the hole while watering, periodically pausing to gently tamp base, to ensure the tree is firmly setting in the planting space. Finish filling soil just below the trunk flare.
- **Mulch** – Mulch lightly and evenly with about 2 inches of organic material such as wood chips or similar composted material. Leave a 3-inch layer of bare soil around the trunk.
- **Only stake if necessary** - Trees will establish more quickly and develop stronger trunk and root systems if they are not staked at the time of planting. However, protective staking may be required on sites where equipment damage, vandalism or windy conditions are concerns. A wide, flexible tying material should be used to avoid injuring trunk and allow the tree to move or sway. Staking and ties should be removed after one year.
- **After Care** – Do not fertilize at planting time. Water regularly throughout the first growing season (about once a week unless significant rainfall is received), but do not overwater. Keep lawn mowers and string trimmers away from tree to avoid wounding bark. Only prune dead or injured branches at time of planting. Do not plant flowers or cultivate soil directly under tree.

- **Long term maintenance** – Have a 3-year annual inspection program to replace mulch, provide small tree training (light pruning cuts), and check for signs of stress, insects, disease, or vandalism. Keep trunk area free and clear of weeds and other competing vegetation.



Part (B) – Project Inspection Form

Once The Grant Project is completed, the Grantee must contact the DNRC regional urban forester to schedule a final project inspection. The inspection will verify that all required work has been completed and performed in accordance with state and program specifications. The Project Inspection Form must be completed by the DNRC regional urban forester or duly designated DNRC representative. Upon completion and submittal of the Project Inspection Form, a final payment of grant agreement funds, including any funds that may have been withheld from earlier payment requests, is made to the Grantee. If the project is not inspected and approved by the DNRC regional urban forester, or deficiencies are found during inspection and not corrected, funds may be withheld from the Grantee. Please follow this link for your regional urban forester contact information:
http://dnrc.mt.gov/forestry/Personnel/div/urbanpersonnel.asp

Consent **1. K. 1.**

Regular City Council Meeting
Meeting Date: 01/14/2013
TITLE: Payment of Claims December 3, 2012.
PRESENTED BY: Pat M. Weber, Finance Director
Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of $2,060,781.10 have been audited and are presented for your approval for payment. A complete listing of the claims dated December 3, 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 12/03/2012

Check Date	Check	Name	Amount	Account	Item Desc
12/03/2012	761246	AAAE	8,000.00	5610-71100-403390	Invoice #2013REG-046589. 2013 AAAE Regulatory Membership.
12/03/2012	761248	Ace Electric Inc	11,939.40	5030-74910-409390	WTP High Srvc Transfer Pump H-2
12/03/2012	761249	Action Electric	248,609.44	5130-84910-409390	WO 10-29 WWTP WEST MECHANICAL MCC
12/03/2012	761263	Armacost Trane Service Co	3,220.40	5610-71120-402450	Invoice #23314. Replacement of oil heater on chiller #1
12/03/2012	761263	Armacost Trane Service Co	476.50	1500-21710-402450	chiller maintenance
12/03/2012	761264	Asphalt Plus Inc	85,857.75	4070-71280-409397	Invoice #1. Storm Water Detention Ponds A, B, C Upgrades
12/03/2012	761275	Billings Industrial Revitalization District Inc	47,214.54	2010-15070-407946	EBIRD TIF Coordinator services
12/03/2012	761283	Business Tax Section	2,511.21	5130-84910-409390	WO 10-29 WWTP WEST MECHANICAL MCC
12/03/2012	761283	Business Tax Section	156.50	5050-75150-403671	Water Repair List 08.17.12
12/03/2012	761283	Business Tax Section	1,091.96	5620-71200-409310	Inv #13-000064-1. South View Drive & West End Parking Lot
12/03/2012	761283	Business Tax Section	309.45	5620-71200-409310	Inv #13-000064-1. Sanitary Sewer Extension
12/03/2012	761283	Business Tax Section	48.17	5130-84910-409390	WO 09-26 Primary Clarifier Rehab Projects
12/03/2012	761283	Business Tax Section	120.60	5030-74910-409390	WO 11-08 WTP High Srvc Trsfer Pump H-2;
12/03/2012	761283	Business Tax Section	4,910.29	5620-71200-409310	Inv 13-000120-1. East End Taxilane Expansion
12/03/2012	761283	Business Tax Section	2,508.49	5030-75910-409340	WO1201 Water & Sewer Replacement
12/03/2012	761283	Business Tax Section	908.34	5130-85910-409340	WO1201 Water & Sewer Replacement
12/03/2012	761283	Business Tax Section	867.25	4070-71280-409397	Invoice #1 Storm Water. Storm Water Detention Ponds A, B, & C Upgrades
11/29/2012	761241	Carquest Auto Parts	88.99	5020-74000-402410	parts
11/29/2012	761241	Carquest Auto Parts	17.99	5020-74000-402320	NONSTOCKING ITEMS-P.U.D.
11/29/2012	761241	Carquest Auto Parts	-15.68	1500-21120-402320	1910262289
11/29/2012	761241	Carquest Auto Parts	9.20	2110-31320-402320	1910-262622
11/29/2012	761241	Carquest Auto Parts	38.49	5410-31220-402320	1910-262725
11/29/2012	761241	Carquest Auto Parts	125.97	5410-31220-402320	1910-262799
11/29/2012	761241	Carquest Auto Parts	91.88	6010-15550-402320	1910-263817
11/29/2012	761241	Carquest Auto Parts	-36.00	6010-15550-402320	1910-263940
11/29/2012	761241	Carquest Auto Parts	12.98	1500-22260-402320	1910-263788
11/29/2012	761241	Carquest Auto Parts	12.47	5410-31230-402320	1910-263788
11/29/2012	761241	Carquest Auto Parts	68.39	5020-73120-402320	NONSTOCKING ITEMS-P.U.D.
11/29/2012	761241	Carquest Auto Parts	24.63	5020-75000-402410	supplies

11/29/2012	761241	Carquest Auto Parts	32.90	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290750
11/29/2012	761241	Carquest Auto Parts	31.00	5120-83140-402410	wire
11/29/2012	761241	Carquest Auto Parts	9.02	6010-00000-141000	1910-264158 PO NUM 290688
11/29/2012	761241	Carquest Auto Parts	10.98	5120-84000-402450	supplies
11/29/2012	761241	Carquest Auto Parts	94.75	5120-85000-402320	NONSTOCKING ITEMS-P.U.D.
11/29/2012	761241	Carquest Auto Parts	91.11	1500-21120-402320	1910-261947
11/29/2012	761241	Carquest Auto Parts	4.12	6010-15530-402650	1910-262378
11/29/2012	761241	Carquest Auto Parts	49.44	1500-21120-402320	1910-262380
11/29/2012	761241	Carquest Auto Parts	109.49	1500-21120-402320	1910-263133
11/29/2012	761241	Carquest Auto Parts	19.35	1500-22260-402320	1910-263322
11/29/2012	761241	Carquest Auto Parts	37.72	2110-31320-402320	1910-263519
11/29/2012	761241	Carquest Auto Parts	5.27	6010-15530-402650	1910-263557
11/29/2012	761241	Carquest Auto Parts	112.28	2110-31320-402320	1910-263833
11/29/2012	761241	Carquest Auto Parts	-56.14	2110-31320-402320	1910-263833
11/29/2012	761241	Carquest Auto Parts	38.60	1500-21120-402320	1910-263946
11/29/2012	761241	Carquest Auto Parts	8.80	1500-21120-402320	1910-264158
11/29/2012	761241	Carquest Auto Parts	74.62	6010-15530-402650	1910-264158
11/29/2012	761241	Carquest Auto Parts	23.16	1500-21120-402320	1910-264277
11/29/2012	761241	Carquest Auto Parts	19.30	1500-21120-402320	1910-264330
11/29/2012	761241	Carquest Auto Parts	46.00	5020-73140-402410	wire
11/29/2012	761241	Carquest Auto Parts	19.79	5020-74000-402410	tester
11/29/2012	761241	Carquest Auto Parts	19.80	5120-84000-402290	same
11/29/2012	761241	Carquest Auto Parts	51.04	5020-74000-402320	NONSTOCKING ITEMS-P.U.D.
11/29/2012	761241	Carquest Auto Parts	29.90	5020-74000-402120	tool
11/29/2012	761241	Carquest Auto Parts	15.48	6010-00000-141000	1910-263788 PO NUM 290689
11/29/2012	761241	Carquest Auto Parts	51.04	6010-00000-141000	1910-263788 PO NUM 290689
11/29/2012	761241	Carquest Auto Parts	19.47	6010-00000-141000	1910-263788 PO NUM 290689
11/29/2012	761241	Carquest Auto Parts	462.61	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290893
11/29/2012	761241	Carquest Auto Parts	59.99	5020-74000-402410	parts
11/29/2012	761241	Carquest Auto Parts	11.58	5020-74000-402450	fuel stab.
11/29/2012	761241	Carquest Auto Parts	0.00	5020-74000-402450	same
11/29/2012	761241	Carquest Auto Parts	3.51	5020-74000-402320	NONSTOCKING ITEMS-P.U.D.
11/29/2012	761241	Carquest Auto Parts	88.08	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290953
11/29/2012	761241	Carquest Auto Parts	44.36	6010-00000-141000	1910-261903 PO NUM 290688

11/29/2012	761241	Carquest Auto Parts	38.45	6010-00000-141000	1910-262077 PO NUM 290688
11/29/2012	761241	Carquest Auto Parts	45.06	6010-00000-141000	1910-262378 PO NUM 290688
11/29/2012	761241	Carquest Auto Parts	2.29	6010-00000-141000	1910-90163 PO NUM 290688
11/29/2012	761241	Carquest Auto Parts	31.34	5020-75000-402320	NONSTOCKING ITEMS-P.U.D.
11/29/2012	761241	Carquest Auto Parts	339.12	5020-74000-402320	NONSTOCKING ITEMS-P.U.D.
11/29/2012	761241	Carquest Auto Parts	19.85	6010-00000-141000	1910-262622 PO NUM 290688
11/29/2012	761241	Carquest Auto Parts	19.92	6010-00000-141000	1910-2162900 PO NUM 290688
11/29/2012	761241	Carquest Auto Parts	71.29	6010-00000-141000	1910-262914 PO NUM 290688
11/29/2012	761241	Carquest Auto Parts	175.54	6010-00000-141000	1910-263735 PO NUM 290688
11/29/2012	761241	Carquest Auto Parts	24.63	6010-15530-402410	1910-263909
11/29/2012	761241	Carquest Auto Parts	20.22	2600-55170-402320	1910-264485
12/03/2012	761286	Cayton Excavation Inc	3,475.00	5120-85000-403680	Sewer line repair/Asphalt replacement
12/03/2012	761293	Connor's Garage Door Service	3,452.00	5610-71190-403660	Invoice #2058. Service and repairs to Car Wash doors
12/03/2012	761293	Connor's Garage Door Service	1,881.00	5610-71190-402450	Invoice #2080. Replace/repair door shaft and roller in Car Wash Bay 3. Damage caused by freezing.
12/03/2012	761293	Connor's Garage Door Service	325.00	5610-71120-403660	Invoice #2116. Replace broken cable & hinges at bag makeup exit
12/03/2012	761294	Cop Construction Co	4,768.51	5130-84910-409390	WO 09-26 Primary Clarifier Rehab: CO#4 09/26/12
12/03/2012	761294	Cop Construction Co	248,340.51	5030-75910-409340	WO1201 Water & Sewer Replacement
12/03/2012	761294	Cop Construction Co	89,926.02	5130-85910-409340	WO1201 Water & Sewer Replacement
12/03/2012	761295	Creative Monograms	2,689.00	1500-21120-402261	Invoice 58967, Under shirts, vest, & sweaters for PD
12/03/2012	761306	Ebms	1,945.00	6270-17520-403511	EBMS December 2012
12/03/2012	761306	Ebms	17,153.20	6270-17520-403512	EBMS December 2012
12/03/2012	761306	Ebms	37,908.97	6270-17520-403515	EBMS December 2012
12/03/2012	761306	Ebms	3,346.00	6270-17520-403515	EBMS December 2012
12/03/2012	761306	Ebms	7,504.30	6270-17520-405161	EBMS December 2012
12/03/2012	761308	Ed Bartlett Llc	2,935.00	0100-14110-403950	Lobbyist Contract/Commercial Liability Insurance Reimbursement
12/03/2012	761310	Energy Laboratories Inc	1,080.00	5120-84000-402223	Work ORder B12111289
12/03/2012	761310	Energy Laboratories Inc	2,455.00	5120-82110-403590	Composite samples
12/03/2012	761310	Energy Laboratories Inc	1,080.00	5120-82110-403590	Biosolids Sampling
12/03/2012	761322	Hdr Inc	1,278.59	5020-72110-403540	DRINKING WATER SOURCE STUDY
12/03/2012	761322	Hdr Inc	15,183.62	5120-82110-403540	WO 12-15 IWPI WWTF Plan

12/03/2012	761324	Homeword, Inc.	5,000.00	2890-65810-407223	Reimbursement Request #2 for Homeword CHDO Pre-development loan
12/03/2012	761336	JLG Training Associates Inc	2,700.00	1500-21400-403822	Invoice 959, Police Training On-Site
12/03/2012	761344	Knife River	3,834.05	2110-31320-404710	asphalt
12/03/2012	761344	Knife River	2,200.00	2110-31320-404710	asphalt
12/03/2012	761344	Knife River	486,118.69	5620-71200-409310	Inv 13-000119-1. East End Taxilane Expansion
12/03/2012	761344	Knife River	108,104.08	5620-71200-409310	Invoice #13-000063-1. Repave South View Drive & West End Parking Lot
12/03/2012	761344	Knife River	30,635.55	5620-71200-409310	Invoice #13-000063-1. Sanitary Sewer Extension
12/03/2012	761344	Knife River	289.85	2110-31320-404710	asphalt
12/03/2012	761352	LOWE REVOCABLE TRUST	3,169.74	5020-00000-115731	MANUAL CHECK 041202400
12/03/2012	761366	Montana Dakota Utilities Co	48.91	5610-71170-403440	073869 28. November 2012 Row 1 Hangar #2
12/03/2012	761366	Montana Dakota Utilities Co	156.50	5610-71170-403440	073858 25. November 2012 TSA Building
12/03/2012	761366	Montana Dakota Utilities Co	853.82	5610-71190-403440	377185 02. November 2012 QTA Car Wash
12/03/2012	761366	Montana Dakota Utilities Co	367.52	5610-71190-403440	379125 01. November 2012 QTA Mud Wash
12/03/2012	761366	Montana Dakota Utilities Co	48.91	5610-71190-403440	379127 01. November 2012 Hertz Detail Bay
12/03/2012	761366	Montana Dakota Utilities Co	59.99	5610-71190-403440	379131 01. November 2012 National/Alamo Detail Bay
12/03/2012	761366	Montana Dakota Utilities Co	50.49	5610-71190-403440	379128 01. November 2012 Enterprise Detail Bay
12/03/2012	761366	Montana Dakota Utilities Co	64.73	5610-71190-403440	379129 01. November 2012 Avis/Budget Detail Bay
12/03/2012	761366	Montana Dakota Utilities Co	28.87	5610-71190-403440	379130 01. November 2012 Thrifty/Dollar Detail Bay
12/03/2012	761366	Montana Dakota Utilities Co	121.40	1500-22210-403440	06637925
12/03/2012	761366	Montana Dakota Utilities Co	24.61	5020-74000-403440	07162021
12/03/2012	761366	Montana Dakota Utilities Co	22.05	5020-74000-403440	07342023
12/03/2012	761366	Montana Dakota Utilities Co	5.73	5020-74000-403440	07365822
12/03/2012	761366	Montana Dakota Utilities Co	5.72	5020-74000-403440	07365822
12/03/2012	761366	Montana Dakota Utilities Co	929.78	5610-71130-403440	07385922
12/03/2012	761366	Montana Dakota Utilities Co	23.11	5120-85000-403440	35059801
12/03/2012	761366	Montana Dakota Utilities Co	313.47	1500-22210-403440	35322001
12/03/2012	761366	Montana Dakota Utilities Co	30.06	5120-85000-403440	36738301
12/03/2012	761366	Montana Dakota Utilities Co	78.04	6600-31100-403440	37667401
12/03/2012	761366	Montana Dakota Utilities Co	117.07	6700-31410-403440	37667401
12/03/2012	761366	Montana Dakota Utilities Co	10.40	0100-51120-403410	37741801

12/03/2012	761366	Montana Dakota Utilities Co	1,304.00	6500-15660-403440	32577402
12/03/2012	761366	Montana Dakota Utilities Co	158.70	6500-15660-403440	32629302
12/03/2012	761366	Montana Dakota Utilities Co	416.29	6500-15660-403440	32708002
12/03/2012	761366	Montana Dakota Utilities Co	22.58	5120-85000-403440	32739201
12/03/2012	761366	Montana Dakota Utilities Co	23.64	5120-85000-403440	33154101
12/03/2012	761366	Montana Dakota Utilities Co	12.53	5210-15920-403440	34941902
12/03/2012	761366	Montana Dakota Utilities Co	930.28	5710-71430-403440	07647023
12/03/2012	761366	Montana Dakota Utilities Co	665.42	1500-22210-403440	07676421
12/03/2012	761366	Montana Dakota Utilities Co	283.31	1500-22210-403440	07935121
12/03/2012	761366	Montana Dakota Utilities Co	365.69	5410-31230-403440	08073321
12/03/2012	761366	Montana Dakota Utilities Co	16.80	5020-74000-403440	31753602
12/03/2012	761366	Montana Dakota Utilities Co	592.98	1500-21710-403440	32062801
12/03/2012	761366	Montana Dakota Utilities Co	255.69	0100-51270-403440	07586821
12/03/2012	761366	Montana Dakota Utilities Co	1,574.29	6500-15670-403440	07610421
12/03/2012	761366	Montana Dakota Utilities Co	852.86	2600-55120-403440	07617521
12/03/2012	761366	Montana Dakota Utilities Co	65.44	5210-15950-403440	07624629
12/03/2012	761366	Montana Dakota Utilities Co	37.86	5210-15950-403440	07624725
12/03/2012	761366	Montana Dakota Utilities Co	10.40	5210-15950-403440	07624823
12/03/2012	761366	Montana Dakota Utilities Co	5,246.89	5610-71120-403440	7387221
12/03/2012	761366	Montana Dakota Utilities Co	646.02	5610-71170-403440	07388722
12/03/2012	761366	Montana Dakota Utilities Co	10.40	5610-71170-403440	07388824
12/03/2012	761366	Montana Dakota Utilities Co	3,004.94	5120-84000-403440	07555321
12/03/2012	761366	Montana Dakota Utilities Co	6,009.87	5120-84000-403440	07555321
12/03/2012	761366	Montana Dakota Utilities Co	3,004.94	5120-84000-403440	07555321
12/03/2012	761366	Montana Dakota Utilities Co	333.25	5610-71130-403440	31454601
12/03/2012	761366	Montana Dakota Utilities Co	10.40	5610-71130-403440	31454801
12/03/2012	761371	Montana State Fireman's Assoc	2,841.09	9000-00000-209924	PAYROLL SUMMARY
12/03/2012	761374	Morrison Maierle Inc	9,193.15	5620-71200-409310	Invoice #12523. South View Drive & West End Parking Lot Paving - Design
12/03/2012	761374	Morrison Maierle Inc	5,169.82	5620-71200-409310	Invoice #121524. South View Drive & West End Parking Lot Paving-CA
12/03/2012	761374	Morrison Maierle Inc	958.55	5620-71200-409310	Invoice #125123. Extend Sanitary Sewer - Design
12/03/2012	761374	Morrison Maierle Inc	538.52	5620-71200-409310	Invoice #121524. Extend Sanitary Sewer - CA
12/03/2012	761374	Morrison Maierle Inc	30,643.20	5620-71200-409310	Invoice #121523. East Taxilane Extension - Design
12/03/2012	761374	Morrison Maierle Inc	17,232.75	5620-71200-409310	Invoice #121524. East Taxilane Extension - CA

12/03/2012	761374	Morrison Maierle Inc	31,921.33	4050-71250-409695	Invoice #121517. AIP 42 Project Overlay of Runway 10L/28R-Federal
12/03/2012	761374	Morrison Maierle Inc	1,680.07	4050-71250-409696	Invoice #121517. AIP 42 Project Overlay of Runway 10L28R-Local
12/03/2012	761374	Morrison Maierle Inc	1,692.21	4160-74930-409220	WO 04-26 Zone 4 Reservoir
12/03/2012	761374	Morrison Maierle Inc	8,396.29	2100-51510-409390	WO 11-10 25th Street Pedestrian Bridge
12/03/2012	761374	Morrison Maierle Inc	1,301.44	2360-43700-409370	WO 11-10 25th Street Pedestrian Bridge
12/03/2012	761374	Morrison Maierle Inc	8,730.28	4070-71280-409397	Invoice #121518. Pond A,B,C Expansion - CA 2447.088.01
12/03/2012	761374	Morrison Maierle Inc	9,202.95	4070-71280-409397	Invoice #121521. Pond C Plunge Pool - design 2447.091
12/03/2012	761374	Morrison Maierle Inc	7,469.71	4070-71280-409397	Invoice #121522. Pond C Plunge Pool - CA 2447.091.01
12/03/2012	761374	Morrison Maierle Inc	900.00	4050-71250-409695	Inv 121519. AIP 43 AWD IH Dump Truck #1 - Federal Share
12/03/2012	761374	Morrison Maierle Inc	100.00	4050-71250-409696	Inv 121519. AIP 43 AWD IH Dump Truck #1 - Local Share
12/03/2012	761374	Morrison Maierle Inc	900.00	4050-71250-409695	Inv 121519. AWH IH Dump Truck #2 - Federal Share
12/03/2012	761374	Morrison Maierle Inc	0.00	4050-71250-409696	Inv 121519. AWH IH Dump Truck #2 - Federal Share
12/03/2012	761374	Morrison Maierle Inc	100.00	4050-71250-409696	Inv 121519. AWD IH Dump Truck #2 - Local Share
12/03/2012	761374	Morrison Maierle Inc	97.15	4050-71250-409695	Inv 121519. AIP 43 Sander Unit - Federal Share
12/03/2012	761374	Morrison Maierle Inc	2.50	4050-71250-409696	Inv 121519. AIP 43 Snow Plow Blade 1450 - Local Share
12/03/2012	761374	Morrison Maierle Inc	900.00	4050-71250-409695	Inv 121519. AIP 43 Snow Blower - Federal Share
12/03/2012	761374	Morrison Maierle Inc	100.00	4050-71250-409696	Inv 121519. AIP 43 Snow Blower - Local Share
12/03/2012	761374	Morrison Maierle Inc	20,785.28	4050-71250-409695	Inv 121520. AIP 43 Pavement Condition Index Survey - Federal Share
12/03/2012	761374	Morrison Maierle Inc	2,309.48	4050-71250-409696	Inv 121520. AIP 43 Pavement Condition Index Survey - Local Share
12/03/2012	761374	Morrison Maierle Inc	10.80	4050-71250-409696	Inv 121519. AIP 43 Sander Unit - Local Share
12/03/2012	761374	Morrison Maierle Inc	97.15	4050-71250-409695	Inv 121519AIP 43 Anti-ice / Deice Skid Unit - Federal Share

12/03/2012	761374	Morrison Maierle Inc	10.80	4050-71250-409696	Inv 121519. AIP 43 Anti-ice / Deice Skid Unit - Local Share
12/03/2012	761374	Morrison Maierle Inc	22.50	4050-71250-409695	Inv 121519. AIP 43 Snow Plow Blade 2050 - Federal Share
12/03/2012	761374	Morrison Maierle Inc	2.50	4050-71250-409696	Inv 121519. AIP 43 Snow Plow Blade 2050 - Local Share
12/03/2012	761374	Morrison Maierle Inc	22.50	4050-71250-409696	Inv 121519. AIP 43 Snow Plow Blade 1450 - Federal Share
12/03/2012	761378	Moulton Law Firm	12,512.15	0100-16110-403560	Invoice No. 101331/Field of Dreams/1333.75; 101373/Blgs. Gaz. Employee Matter/$9,751.90; 101632/Unit Determination/$1426.50; Total: $12512.15
12/03/2012	761380	Mt Deq	2,854.11	5120-82110-403495	Emissions 2011 - Permit #AQ-3827-01
12/03/2012	761381	Musol Limited	1,757.84	5120-84000-402220	MPOX40
12/03/2012	761381	Musol Limited	1,757.84	5120-84000-402220	MPOX40
11/29/2012	761242	Northwest Pipe Fittings	26.10	5020-73120-402380	fittings
11/29/2012	761242	Northwest Pipe Fittings	233.08	5120-84000-402450	FITTINGS
11/29/2012	761242	Northwest Pipe Fittings	152.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290990
11/29/2012	761242	Northwest Pipe Fittings	474.20	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290991
11/29/2012	761242	Northwest Pipe Fittings	9.24	2110-31320-403650	couplings for irrigation
11/29/2012	761242	Northwest Pipe Fittings	74.50	5020-73120-402380	valve
11/29/2012	761242	Northwest Pipe Fittings	58.50	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290752
11/29/2012	761242	Northwest Pipe Fittings	354.24	5020-00000-141000	SYSTEMS PO NUM 290753
11/29/2012	761242	Northwest Pipe Fittings	597.90	5020-00000-141000	SYSTEMS PO NUM 290754
11/29/2012	761242	Northwest Pipe Fittings	9,656.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290755
11/29/2012	761242	Northwest Pipe Fittings	19.52	5120-84000-402450	gasket
11/29/2012	761242	Northwest Pipe Fittings	20.58	5020-74000-402450	fitting
11/29/2012	761242	Northwest Pipe Fittings	735.09	5120-84000-402450	VALVE
11/29/2012	761242	Northwest Pipe Fittings	102.50	5020-00000-141000	SYSTEMS PO NUM 290989
11/29/2012	761242	Northwest Pipe Fittings	331.04	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290742
11/29/2012	761242	Northwest Pipe Fittings	84.24	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290751

11/29/2012	761242	Northwest Pipe Fittings	47.69	2110-31320-402320	144685
11/29/2012	761242	Northwest Pipe Fittings	10.57	2110-31320-402320	144732
11/29/2012	761242	Northwest Pipe Fittings	11.96	2110-31320-402320	145910
11/29/2012	761242	Northwest Pipe Fittings	76.89	2110-31320-402320	148085
11/29/2012	761242	Northwest Pipe Fittings	93.15	5120-83140-402450	FAUCET
11/29/2012	761242	Northwest Pipe Fittings	61.80	5120-84000-402450	BOLT PACK
11/29/2012	761242	Northwest Pipe Fittings	470.23	5020-73140-402450	boiler motor
11/29/2012	761242	Northwest Pipe Fittings	156.75	5120-83140-402450	same
11/29/2012	761242	Northwest Pipe Fittings	52.68	5130-85910-409340	tee
11/29/2012	761242	Northwest Pipe Fittings	23.89	5120-84000-402450	thermocoupler
11/29/2012	761242	Northwest Pipe Fittings	115.38	2110-31320-403650	curb box tap 3 1/2" for irrig on 27th
11/29/2012	761242	Northwest Pipe Fittings	19.12	5120-84000-402450	fitting
11/29/2012	761242	Northwest Pipe Fittings	42.75	5020-73120-402380	fittings
11/29/2012	761242	Northwest Pipe Fittings	23.56	5020-74000-402450	VALVE
11/29/2012	761242	Northwest Pipe Fittings	-2,748.51	5020-73120-402380	credit
11/29/2012	761242	Northwest Pipe Fittings	-115.38	2110-31320-403650	credit for wrong curb box
11/29/2012	761242	Northwest Pipe Fittings	6.62	2110-31320-402320	140754
11/29/2012	761242	Northwest Pipe Fittings	27.82	5020-74000-402450	test kit
11/29/2012	761242	Northwest Pipe Fittings	4,524.80	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290840
11/29/2012	761242	Northwest Pipe Fittings	52.68	5130-85910-409340	saddle
11/29/2012	761242	Northwest Pipe Fittings	30.48	5120-84000-402360	fittings
11/29/2012	761242	Northwest Pipe Fittings	167.49	5020-74000-402450	faucet assy
11/29/2012	761242	Northwest Pipe Fittings	6.37	5130-85910-409340	coupling
11/29/2012	761242	Northwest Pipe Fittings	18.28	5020-74000-402450	fittings
11/29/2012	761242	Northwest Pipe Fittings	185.43	5120-84000-402450	fittings
12/03/2012	761386	Northwestern Energy	1,234.82	0100-51270-403410	Montly electrical charges for Billings Community Center and PRPL office.
12/03/2012	761386	Northwestern Energy	2,657.85	1500-22210-403410	FIRE1: 0100476-1 - ELECTRICAL SERVICE CHARGES - FY2013 - 2305 8TH AVENUE NORTH
12/03/2012	761386	Northwestern Energy	3,466.93	5020-74000-403410	3116 17th St West
12/03/2012	761386	Northwestern Energy	3,466.93	5020-74000-403410	3116 17th St West
12/03/2012	761386	Northwestern Energy	0.37	8720-51980-403410	10458131
12/03/2012	761386	Northwestern Energy	146.26	8720-51980-403410	10590933
12/03/2012	761386	Northwestern Energy	430.83	5020-74000-403410	11164522
12/03/2012	761386	Northwestern Energy	47.28	5610-71170-403410	11389269

12/03/2012	761386	Northwestern Energy	905.29	6500-15660-403410 11608023
12/03/2012	761386	Northwestern Energy	2,918.05	6500-15660-403410 11608049
12/03/2012	761386	Northwestern Energy	3,254.61	6500-15660-403410 12693917
12/03/2012	761386	Northwestern Energy	1,170.29	0100-51120-403410 15942824
12/03/2012	761386	Northwestern Energy	2,871.58	5210-15910-403410 15696362
12/03/2012	761386	Northwestern Energy	14.20	5610-71170-403410 0712799-6. November 2012 IP-8
12/03/2012	761386	Northwestern Energy	1,110.38	5610-71170-403410 0712800-2. November 2012 IP-9
12/03/2012	761386	Northwestern Energy	96.83	5610-71170-403410 0712817-6. November 2012 IP-House
12/03/2012	761386	Northwestern Energy	57.40	5610-71130-403410 0719616-5. November 2012 ARFF Facility Lights
12/03/2012	761386	Northwestern Energy	8.95	0100-51120-403410 07230907
12/03/2012	761386	Northwestern Energy	7.15	0100-51120-403410 07231624
12/03/2012	761386	Northwestern Energy	485.22	0100-51120-403410 07231707
12/03/2012	761386	Northwestern Energy	7.15	0100-51120-403410 07236441
12/03/2012	761386	Northwestern Energy	7.56	0100-51120-403410 07236458
12/03/2012	761386	Northwestern Energy	49.17	0100-51120-403410 07894371
12/03/2012	761386	Northwestern Energy	7.15	0100-51120-403410 08317026
12/03/2012	761386	Northwestern Energy	8.95	2110-31320-403410 08554040
12/03/2012	761386	Northwestern Energy	314.15	0100-51120-403410 09254962
12/03/2012	761386	Northwestern Energy	492.42	6500-15660-403410 09758087
12/03/2012	761386	Northwestern Energy	292.29	5710-71480-403410 17847567
12/03/2012	761386	Northwestern Energy	208.45	1500-21150-403410 19841501
12/03/2012	761386	Northwestern Energy	233.91	1500-21150-403410 19841550
12/03/2012	761386	Northwestern Energy	318.60	6600-31100-403410 electricity
12/03/2012	761386	Northwestern Energy	477.91	6700-31410-403410 electricity
12/03/2012	761386	Northwestern Energy	6,040.82	6500-15670-403410 01005073
12/03/2012	761386	Northwestern Energy	490.77	1500-22210-403410 07125370
12/03/2012	761386	Northwestern Energy	91.81	0100-51220-403410 07126832
12/03/2012	761386	Northwestern Energy	23.08	5710-71480-403410 07127640
12/03/2012	761386	Northwestern Energy	371.08	5210-15950-403410 07208291
12/03/2012	761386	Northwestern Energy	2,856.77	5210-15920-403410 07208341
12/03/2012	761386	Northwestern Energy	13.53	0100-51120-403410 07230584
12/03/2012	761386	Northwestern Energy	138.88	0100-51120-403410 07229339
12/03/2012	761386	Northwestern Energy	8.35	0100-51120-403410 07230444
12/03/2012	761386	Northwestern Energy	0.09	0100-51120-403410 07230519
12/03/2012	761386	Northwestern Energy	286.45	0100-51120-403410 07230543
12/03/2012	761386	Northwestern Energy	7.15	0100-51120-403410 07230550

12/03/2012	761386	Northwestern Energy	51.85	0100-51120-403410	07230568
12/03/2012	761386	Northwestern Energy	7.70	0100-51120-403410	07230576
12/03/2012	761386	Northwestern Energy	8.01	0100-51120-403410	07229057
12/03/2012	761386	Northwestern Energy	101.41	0100-51120-403410	07230352
12/03/2012	761386	Northwestern Energy	8.31	0100-51120-403410	07230360
12/03/2012	761386	Northwestern Energy	191.22	0100-51120-403410	07230378
12/03/2012	761386	Northwestern Energy	27.20	0100-51120-403410	07230428
12/03/2012	761386	Northwestern Energy	3,560.34	5020-74000-403410	07230436
12/03/2012	761386	Northwestern Energy	191.70	0100-51120-403410	07222573
12/03/2012	761386	Northwestern Energy	179.25	0100-51120-403410	07222607
12/03/2012	761386	Northwestern Energy	19.85	0100-51120-403410	07222664
12/03/2012	761386	Northwestern Energy	9.39	0100-51120-403410	07222698
12/03/2012	761386	Northwestern Energy	11.43	0100-51120-403410	07222920
12/03/2012	761386	Northwestern Energy	35.32	0100-51120-403410	07222938
12/03/2012	761386	Northwestern Energy	304.81	1500-22210-403410	07208408
12/03/2012	761386	Northwestern Energy	269.22	6070-22350-403410	07215809
12/03/2012	761386	Northwestern Energy	12.06	0100-51120-403410	07222375
12/03/2012	761386	Northwestern Energy	7.15	0100-51120-403410	07222474
12/03/2012	761386	Northwestern Energy	1,279.58	5020-74000-403410	07222524
12/03/2012	761386	Northwestern Energy	89.18	0100-51120-403410	07222557
12/03/2012	761386	Northwestern Energy	692.85	5610-71170-403410	1669567-8. November 12 TSA Building
12/03/2012	761386	Northwestern Energy	28.69	5610-71130-403410	1647695-4. November 2012 De-icer
12/03/2012	761386	Northwestern Energy	8.95	5610-71170-403410	1264299-7. November 2012 Old Hertz Car Wash
12/03/2012	761386	Northwestern Energy	34.59	5610-71170-403410	1341288-7. November 2012 Old National Car Wash
12/03/2012	761386	Northwestern Energy	7.46	5610-71170-403410	1341289-5. November 2012. Old Thrifty Car Wash
12/03/2012	761386	Northwestern Energy	198.98	5610-71170-403410	1341291-1. November 2012 Old Enterprise Car Wash
12/03/2012	761386	Northwestern Energy	172.09	5610-71190-403410	2001865-1. November 2012 Detail Bay 4 Avis/Budget
12/03/2012	761386	Northwestern Energy	113.48	5610-71190-403410	2001867-7. November 2012 Detail Bay 5 Thrifty/Dollar
12/03/2012	761386	Northwestern Energy	514.78	5610-71170-403410	1341295-2. November 2012 Big Sky Ground Support
12/03/2012	761386	Northwestern Energy	1,266.73	5610-71190-403410	1993430-6. November 2012 QTA Car Wash

12/03/2012	761386	Northwestern Energy	409.19	5610-71190-403410	2001846-1. November 2012 QTA Mud Wash
12/03/2012	761386	Northwestern Energy	173.68	5610-71190-403410	2001848-7. November 2012 Detail Bay 1 Hertz
12/03/2012	761386	Northwestern Energy	260.06	5610-71190-403410	2001855-2. November 2012 Detail Bay 2 National/Alamo
12/03/2012	761386	Northwestern Energy	118.17	5610-71190-403410	2001862-8. November 2012 Detail Bay 3 Enterprise
12/03/2012	761386	Northwestern Energy	2,356.92	5610-71130-403410	0100483-7. November 12 Runway Lights
12/03/2012	761386	Northwestern Energy	1,472.26	5610-71130-403410	0100484-5. November 12 ARFF Facility
12/03/2012	761395	Polydyne Inc	2,714.00	5120-84000-402220	Clarifloc
12/03/2012	761398	Public Utilities	148,880.57	8050-15700-405350	6712510003200
12/03/2012	761398	Public Utilities	208.38	5120-85000-403420	671274846
12/03/2012	761398	Public Utilities	91.21	2110-31320-403420	671294847
12/03/2012	761399	Qwest Communications	44.61	5210-15920-403450	Qwest 406-252-2041 Park 2 Elevator Phone
12/03/2012	761399	Qwest Communications	89.22	5610-71100-403450	Qwest 406-252-9412 Airport
12/03/2012	761399	Qwest Communications	44.61	0100-51400-403450	Qwest 406-652-0269 Cemetery FAX Line
12/03/2012	761399	Qwest Communications	44.95	0100-51120-403450	Qwest 406-652-5507 Parks
12/03/2012	761399	Qwest Communications	30.84	2110-31320-403450	Qwest 406-652-8104 PW Traffice Signal 24 Central
12/03/2012	761399	Qwest Communications	33.82	0100-51210-403450	Qwest 406-652-8403 Stewart Park Batting Cages
12/03/2012	761399	Qwest Communications	92.97	6060-19310-403450	Qwest 406-657-3009 PUD Measured Lines 406-247-8579
12/03/2012	761399	Qwest Communications	42.44	0100-51120-403450	Qwest 406-657-3014 Parks 3890 Stillwater
12/03/2012	761399	Qwest Communications	3,214.97	6060-19310-403450	Qwest 406-657-8377 Main System Centrex
12/03/2012	761399	Qwest Communications	30.01	6060-19310-403450	Qwest 406-657-3054 Park 1 Elevator Phone
12/03/2012	761399	Qwest Communications	62.98	6060-19310-403450	Qwest BOC Measured Lines 406-252-3774 406-252-3789
12/03/2012	761399	Qwest Communications	937.70	2250-22320-403450	Qwest Comm Center 406-657-8200
12/03/2012	761399	Qwest Communications	48.97	5610-71170-403450	Qwest 406-252-0721 Airport 1FB Line
12/03/2012	761400	R & D Systems	2,715.00	2110-31320-403160	reprogram and install new radios
12/03/2012	761411	Sherwin Williams	6,650.00	2110-31320-409420	graco linelaxer IV 5900
12/03/2012	761415	Software House Intl	4,571.45	6200-19110-405370	(5) MSDN Renewal VS Pro
12/03/2012	761415	Software House Intl	241.57	1500-22230-402290	(1) MS Office 2010 Standard License Mike Spini
12/03/2012	761424	Sundown Security	1,348.50	5610-71100-403581	Invoice #39684. Skycap services 11/2-11/8/12
12/03/2012	761424	Sundown Security	1,364.00	5610-71100-403581	Invoice #39701. Skycap services 11/9/12 - 11/15/12

12/03/2012	761425	Sunset Excavation	15,493.50	5050-75150-403671	Water Repair List 08.17.12
12/03/2012	761430	Town & Country Supply Association	893.31	1500-22260-402310	100357: FIRE 1 - UNLEADED (301 GALLONS) DELIVERED ON 11/19/2012
12/03/2012	761430	Town & Country Supply Association	660.42	1500-22260-402310	100357: FIRE 1 - DIESEL - BLENDED (200 GALLONS 50/50) #1 ($3.4341) & #2 ($3.1701) DYED DELIVERED ON 11/19/2012
12/03/2012	761430	Town & Country Supply Association	990.63	1500-22260-402310	100357: FIRE 2 BLENDED DIESEL (300 GALLONS) DELIVERED ON 11/19/2012
12/03/2012	761430	Town & Country Supply Association	660.42	1500-22260-402310	100357: FIRE 3 - DIESEL BLENDED (200 GALLONS) DELIVERED ON 11/19/2012
12/03/2012	761430	Town & Country Supply Association	997.23	1500-22260-402310	100357: FIRE 5 - DIESEL BLENDED (302 GALLONS) DELIVERED ON 11/19/2012
12/03/2012	761430	Town & Country Supply Association	23,307.91	6010-00000-141000	99493 PO NUM 291210
12/03/2012	761430	Town & Country Supply Association	19,547.08	6010-00000-141000	96765 PO NUM 291207
12/03/2012	761432	Verizon Wireless	200.09	1500-21700-403450	Animal Shelter MDT
12/03/2012	761432	Verizon Wireless	451.05	7170-21660-403450	CCSIU Cell/PTT
12/03/2012	761432	Verizon Wireless	40.01	7170-21660-403450	CCSIU Air Card
12/03/2012	761432	Verizon Wireless	80.02	7170-21660-403450	CCSIU RAVEN
12/03/2012	761432	Verizon Wireless	40.01	1500-22210-403450	Fire MIFI
12/03/2012	761432	Verizon Wireless	600.25	1500-22210-403450	Fire MDT
12/03/2012	761432	Verizon Wireless	4,949.85	4120-71640-402925	Met Transit Tablets (15 @ 329.99) Monthly Charges
12/03/2012	761432	Verizon Wireless	630.60	5710-71470-403160	Met Transit Tablets (15 @ 329.99) Monthly Charges
12/03/2012	761432	Verizon Wireless	40.05	2200-22330-402410	Fire HAZMAT MDT
12/03/2012	761432	Verizon Wireless	240.08	2090-44510-403450	Building Air Cards
12/03/2012	761432	Verizon Wireless	40.01	6700-31410-403450	Engineering Air Card
12/03/2012	761432	Verizon Wireless	18.02	5020-75000-403450	PUD Air Card 60% 5020 75000 403450 PUD Air Card 40% 5120 85000 403450
12/03/2012	761432	Verizon Wireless	12.00	5120-85000-403450	PUD Air Card 60% 5020 75000 403450 PUD Air Card 40% 5120 85000 403450
12/03/2012	761432	Verizon Wireless	80.04	0100-43210-403450	Code Enforcement Air Cards
12/03/2012	761432	Verizon Wireless	40.01	0100-13130-403450	City Administration 406-839-4295 Bruce McCandless
12/03/2012	761432	Verizon Wireless	120.03	6200-19110-403450	ITD Air Card & MIFI
12/03/2012	761432	Verizon Wireless	120.07	2600-55170-403450	Library Outreach Air Cards
12/03/2012	761432	Verizon Wireless	3,562.75	1500-21110-403450	Police MDT Toughbook

12/03/2012	761432	Verizon Wireless	40.01	1500-21110-403450	Police ICAC
12/03/2012	761432	Verizon Wireless	154.71	1500-21110-403450	Police US Marshall MDT
12/03/2012	761432	Verizon Wireless	40.01	0100-51120-403450	Parks PMD Air Card
12/03/2012	761432	Verizon Wireless	637.35	5610-71100-403450	Airport
12/03/2012	761432	Verizon Wireless	147.81	1500-21700-403450	Animal Shelter
12/03/2012	761432	Verizon Wireless	86.12	7170-21660-403450	CCSIU
12/03/2012	761432	Verizon Wireless	49.12	0100-16110-403450	Legal
12/03/2012	761432	Verizon Wireless	52.69	1500-22250-403450	Comm Center 911
12/03/2012	761432	Verizon Wireless	64.99	6500-15650-403450	Facilites BOC Plus 70% of 406-672-3027
12/03/2012	761432	Verizon Wireless	91.93	5710-71420-403160	On Call MET
12/03/2012	761432	Verizon Wireless	39.22	5710-71410-403450	MET Transit
12/03/2012	761432	Verizon Wireless	91.34	0100-43210-403450	Code Enforcement
12/03/2012	761432	Verizon Wireless	180.03	5710-71470-403160	MET Transit AVL Account 770599076-00001
12/03/2012	761432	Verizon Wireless	-83.58	0100-51120-403450	Parks Seasonal
12/03/2012	761432	Verizon Wireless	69.67	5020-73110-403450	Belknap Office 60% 5020-73110-403450 Belknap Office 40$ 5120-83110-403450
12/03/2012	761432	Verizon Wireless	46.44	5120-83110-403450	Belknap Office 60% 5020-73110-403450 Belknap Office 40$ 5120-83110-403450
12/03/2012	761432	Verizon Wireless	87.56	5020-73140-403450	PWBLKNP STORES 75% 5020-73140-403450 PWBLKNP STORES 25% 5120-83140-403450
12/03/2012	761432	Verizon Wireless	29.18	5120-83140-403450	PWBLKNP STORES 75% 5020-73140-403450 PWBLKNP STORES 25% 5120-83140-403450
12/03/2012	761432	Verizon Wireless	1,051.94	5120-84000-403450	Wastewater Treatment Plant
12/03/2012	761432	Verizon Wireless	541.02	6060-19310-403450	TeleComm Manager
12/03/2012	761432	Verizon Wireless	80.52	5410-31230-403450	Solid Waste On Call
12/03/2012	761432	Verizon Wireless	458.19	5020-75000-403450	Distribution & Collection 60% 5020-75000-403450 Distribution & Collection 40$ 5120-85000-403450
12/03/2012	761432	Verizon Wireless	305.46	5120-85000-403450	Distribution & Collection 60% 5020-75000-403450 Distribution & Collection 40$ 5120-85000-403450
12/03/2012	761432	Verizon Wireless	38.69	6600-31100-403450	PUD Environmental 406-850-2750
12/03/2012	761432	Verizon Wireless	796.01	5020-74000-403450	Water Treatment PWBelknap-WT

12/03/2012	761432	Verizon Wireless	441.28	5020-73120-403450	PWBLKNP MTRSHOP
12/03/2012	761432	Verizon Wireless	219.32	0100-51120-403450	Parks Irrigation
12/03/2012	761432	Verizon Wireless	68.38	6600-31100-403450	Public Works Admin
12/03/2012	761432	Verizon Wireless	138.71	2090-44510-403450	Building
12/03/2012	761432	Verizon Wireless	368.25	6700-31410-403450	Engineering
12/03/2012	761432	Verizon Wireless	60.39	5410-31210-403450	Solid Waste
12/03/2012	761432	Verizon Wireless	327.50	2110-31320-403450	Streets
12/03/2012	761432	Verizon Wireless	119.16	0100-51100-403450	PRPL Admin
12/03/2012	761432	Verizon Wireless	127.40	0100-51210-403450	PRPL Recreation
12/03/2012	761432	Verizon Wireless	-119.16	0100-51210-403450	PRPL Seasonal
12/03/2012	761432	Verizon Wireless	49.53	0100-51400-403450	Cemetery
12/03/2012	761432	Verizon Wireless	43.88	0100-51120-403450	Parks PMD
12/03/2012	761432	Verizon Wireless	1,144.60	0100-51120-403450	Parks
12/03/2012	761432	Verizon Wireless	13.11	2400-43010-403450	Planning
12/03/2012	761432	Verizon Wireless	2,898.91	1500-21110-403450	Police
12/03/2012	761432	Verizon Wireless	90.53	2510-21870-403450	Police Forensic 406-794-6880 406-698-7323
12/03/2012	761432	Verizon Wireless	393.42	1500-21110-403450	Police Resource Officers
12/03/2012	761432	Verizon Wireless	23.13	2490-21960-403450	Police DV 406-698-1391
12/03/2012	761432	Verizon Wireless	57.74	5210-15210-403450	Parking
12/03/2012	761432	Verizon Wireless	26.30	2600-55170-403450	Library Outreach
12/03/2012	761432	Verizon Wireless	160.08	2600-55120-403450	Library
12/03/2012	761432	Verizon Wireless	42.79	0100-11000-403450	Mayor
12/03/2012	761432	Verizon Wireless	51.75	6010-15500-403450	Motor Pool
12/03/2012	761432	Verizon Wireless	53.30	0100-12200-403450	Drug Court
12/03/2012	761432	Verizon Wireless	145.39	0100-12120-403450	Municipal Court Judge
12/03/2012	761432	Verizon Wireless	85.04	6500-15670-403450	Facilities City Hall Plus 30% of 406-672-3027
12/03/2012	761432	Verizon Wireless	89.38	0100-15120-403450	Finance Pat Weber
12/03/2012	761432	Verizon Wireless	1,012.64	1500-22210-403450	Fire Department
12/03/2012	761432	Verizon Wireless	74.05	0100-17500-403450	Human Resources
12/03/2012	761432	Verizon Wireless	13.11	6200-19130-403450	ITD GIS
12/03/2012	761432	Verizon Wireless	26.22	6200-19110-403450	ITD
11/29/2012	761243	Yellowstone Electric Co	2,842.52	5130-84910-409390	WO 12-23 WWTP Headworks Backup Power;
12/03/2012	761442	Yellowstone Valley Elec	160.27	5120-85000-403410	54th St West/Dovetail Ave
12/03/2012	761442	Yellowstone Valley Elec	364.67	8100-31830-403410	SILMD 299 Vintage Estates Sub
12/03/2012	761442	Yellowstone Valley Elec	19.00	5120-85000-403410	Winchester Trl/Rod & Gun Club

12/03/2012	761442	Yellowstone Valley Elec	63.36	5120-84000-403410	Rehberg Ranch North Pond
12/03/2012	761442	Yellowstone Valley Elec	151.71	5120-85000-403410	4523 Iron Horse Trail
12/03/2012	761442	Yellowstone Valley Elec	1,311.95	5120-84000-403410	3002 Cattle Dr
12/03/2012	761442	Yellowstone Valley Elec	59.00	5120-84000-403410	Briarwood Blvd/O'Shea Cir
12/03/2012	761442	Yellowstone Valley Elec	2,611.18	5020-74000-403410	Thomas Pump Station
12/03/2012	761442	Yellowstone Valley Elec	251.00	5120-85000-403410	2229 Blue Creek Rd
12/03/2012	761442	Yellowstone Valley Elec	59.00	5120-84000-403410	Briarwood Blvd/O'Shea Cir
12/03/2012	761442	Yellowstone Valley Elec	1,741.25	5020-74000-403410	Thomas Pump Station

Consent **1. K. 2.**

Regular City Council Meeting
Meeting Date: 01/14/2013
TITLE: Payment of Claims December 10, 2012.
PRESENTED BY: Pat M. Weber, Finance Director
Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of $1,327,296.53 have been audited and are presented for your approval for payment. A complete listing of the claims dated December 10, 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 12/10/2012

Check Date	Check	Name	Amount	Account	Item Desc
12/10/2012	761443	360 Office Solutions Inc	5,515.69	0100-17500-403365	2 Kimball Footprint worksttions for HR office at City Hall.
12/10/2012	761443	360 Office Solutions Inc	87.10	5020-75000-402190	calendars
12/10/2012	761443	360 Office Solutions Inc	141.11	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 291190
12/10/2012	761443	360 Office Solutions Inc	48.24	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 291246
12/10/2012	761443	360 Office Solutions Inc	87.11	5120-85000-402190	same
12/10/2012	761446	Active Transportation Alternatives	5,667.00	2400-43010-403560	Alt Modes Coordinator November 2012
12/10/2012	761463	Bitterroot Public Library City of Hamilton	2,844.00	2600-55190-403381	World Book Electronic Database Subscription 2013
12/10/2012	761464	Black Box Network Services	9,444.02	6060-19310-409480	Phone Upgrade Depot
12/10/2012	761469	Business Tax Section	82.84	5630-71220-409310	Invoice #2012-1052, Run fiber conduit through Verizon trench and vaults for the Airport
12/10/2012	761469	Business Tax Section	1,025.30	0100-14120-409291	City Hall Boiler Replacement
12/10/2012	761469	Business Tax Section	579.81	1500-22260-409250	Fisher Construction Fire Stations 2 & 3 Accommodation Remodels - State 1%
12/10/2012	761469	Business Tax Section	1,946.72	4120-71550-409250	1% Business tax for Fisher Construction for upgrade to Metroplex
12/10/2012	761469	Business Tax Section	460.46	0100-51120-409370	1% Business Tax for the construction of South Park Gazebo.
12/10/2012	761469	Business Tax Section	260.81	5030-00000-201100	WO1201 Water & Sewer Replacement
12/10/2012	761469	Business Tax Section	10.48	8400-31840-409310	WO1202 Misc. Developer
12/10/2012	761469	Business Tax Section	373.09	5030-75910-409340	WO 10-12 WTP LOW SRVC PUMP STATION #1
12/10/2012	761469	Business Tax Section	262.22	5130-00000-201100	WO 09-26 WWTP Clarifier Rehab
12/10/2012	761469	Business Tax Section	1,532.42	5130-84910-409390	WO 12-09 WWTP Access Road Rip Rap Replacment
12/10/2012	761469	Business Tax Section	198.89	5130-00000-201100	WO1201 Water & Sewer Replacement
12/10/2012	761469	Business Tax Section	62.46	4420-31650-409311	WO1202 Misc. Developer;
12/10/2012	761469	Business Tax Section	74.13	2050-31310-409310	WO1202 Misc. Developer
12/10/2012	761474	Cellebrite USA Corp	9,584.00	2510-21270-403560	Cellebrite extraction device, software and related acessories. Software updates for a year.

12/10/2012	761475	Civicplus	4,362.00	6200-19110-403552	Quarterly fee for City Web Site and Support 3rd Quarter January - March 2013
12/10/2012	761478	Continuant Inc	1,656.00	6060-19310-403582	XpressCare Software Warranty Speech License (16) 1 year Renewal
12/10/2012	761478	Continuant Inc	1,895.00	6060-19310-403582	XpressCare Software Warranty XC-E license 1 year 1 year renewal
12/10/2012	761479	Cop Construction Co	25,959.12	5130-00000-201100	WO 09-26 WWTP Clarifier Rehab
12/10/2012	761479	Cop Construction Co	36,936.34	5030-75910-409340	WO 10-12 WTP LOW SRVC PUMP STATION
12/10/2012	761479	Cop Construction Co	25,820.79	5030-00000-201100	WO 12-01 Water & Sewer - Sch 2
12/10/2012	761479	Cop Construction Co	19,689.92	5130-00000-201100	WO 12-01 2012 Water & Sewer - Sch 2
12/10/2012	761480	County Water District Of Billings Heights	91.64	1500-22210-403420	FIRE 6: WATER SERVICE (FALL,WINTER,SPRING MONTHS)
12/10/2012	761480	County Water District Of Billings Heights	0.00	1500-22210-403420	FIRE 6: WATER SERVICE (SUMMER)
12/10/2012	761480	County Water District Of Billings Heights	19,719.36	8050-15700-405350	fire hydrant rentals
12/10/2012	761480	County Water District Of Billings Heights	198.97	5120-85000-403420	1840 St Andrews
12/10/2012	761484	Dale & Jax Door & Glass Inc	98.00	6500-15670-403690	Inv. #14668 Secured parking garage door
12/10/2012	761484	Dale & Jax Door & Glass Inc	3,775.00	5610-71120-402450	Invoice #14670. Replace glass panel broken by child and ordered one spare panel.
12/10/2012	761485	Dell Computer L P	1,796.84	5410-31210-402925	(1) Dell Latitude E6330
12/10/2012	761485	Dell Computer L P	3,519.78	6010-15500-402925	(3) OptiPlex 390
12/10/2012	761486	Dept Of Justice Dci	10,061.24	7170-21660-407865	1/4 Share of Drug Forfeiture.
12/10/2012	761486	Dept Of Justice Dci	838.02	7170-21660-407865	Drug Forfeiture 1/4 share. N2091009
12/10/2012	761486	Dept Of Justice Dci	13,824.40	7170-21660-407865	N2110702 1/4 share Drug Forfeiture for Safe Streets.
12/10/2012	761487	Donnes Inc	151,709.58	5130-84910-409390	WO 12-09 WWTP Access Road Rip Rap Replacment
12/10/2012	761489	Dowl Hkm	500.00	5030-75910-409340	WO 12-01 2012 WATER & SEW ER REPLC PRJ (503)
12/10/2012	761489	Dowl Hkm	37,000.76	8450-31860-409310	WO 09-20 Rimrck Rd Forsythia Blvd to Shiloh Rd;
12/10/2012	761489	Dowl Hkm	6,074.30	5030-75910-409340	WO 13-01 2013 Sanitary Sewer & Water Replacement
12/10/2012	761489	Dowl Hkm	5,815.00	5120-82110-403540	WO1214 IWP WW Collections System
12/10/2012	761489	Dowl Hkm	3,931.50	5130-85910-409340	WO 12-01 2012 WATER & SEW ER REPLC PRJ (513)

12/10/2012	761489	Dowl Hkm	23,701.70	5130-85910-409340	WO 13-01 2013 Sanitary Sewer & Water Replacement
12/10/2012	761491	Downtown Billings Partnership	58,218.75	2030-15130-407946	2nd Qtr 2012 - DBP operations
12/10/2012	761507	Fisher Construction	57,401.54	1500-22260-409250	Fire Station2 & 3 Accommodation Remodels
12/10/2012	761507	Fisher Construction	183,089.02	4120-71550-409250	This project will replace 3 boilers, two pumps and 2 roof top HVAC units and replace fan coil units with radiant heat units. Twenty overhead garage doors will be replaced with new insulated doors and operators.
12/10/2012	761514	Guardian Security Inc	5,477.40	2600-55120-403574	Invoice 995843
12/10/2012	761516	Hdr Inc	4,694.70	5030-75910-409340	WO 10-12 WTP LOW SRVC PUMP STATION #1
12/10/2012	761516	Hdr Inc	1,801.92	5130-84910-409390	WO 10-29 WWTP WEST MECHANICAL MCC;
12/10/2012	761516	Hdr Inc	1,325.08	5030-74910-409390	WO 11-08 WTP High Service Pump Station 2011; CO#1 08/13/12
12/10/2012	761516	Hdr Inc	21,814.14	5030-74910-409390	WO 11-11 WTF Rapid Mixer
12/10/2012	761516	Hdr Inc	2,012.73	5130-84910-409390	WO 12-23 WWTP Headworks Backup Power & West Mechanical Room MCC-B5 Approved by C.Volek
12/10/2012	761516	Hdr Inc	5,485.37	5030-74910-409390	WO 12-44 WTP High Srvc Pump H2-3
12/10/2012	761520	Ingram Library Services	26.00	2600-55190-403333	Inv 07538818
12/10/2012	761520	Ingram Library Services	4.79	2600-55190-403226	Invoice 07443315
12/10/2012	761520	Ingram Library Services	35.99	2600-55190-403227	Invoice 07443315
12/10/2012	761520	Ingram Library Services	10.02	2600-55190-403333	Invoice 07443315
12/10/2012	761520	Ingram Library Services	9.60	2600-55190-403241	Inv 07538819
12/10/2012	761520	Ingram Library Services	32.99	2600-55190-403222	Invoice 07443316
12/10/2012	761520	Ingram Library Services	626.02	2600-55190-403227	Invoice 07443316
12/10/2012	761520	Ingram Library Services	158.61	2600-55190-403241	Invoice 07443316
12/10/2012	761520	Ingram Library Services	2.99	2600-55190-403333	Invoice 07443316
12/10/2012	761520	Ingram Library Services	10.00	2600-55190-403380	Invoice 07443316
12/10/2012	761520	Ingram Library Services	81.02	2600-55190-403226	Invoice 07443314
12/10/2012	761520	Ingram Library Services	40.68	2600-55190-403242	Invoice 07443314
12/10/2012	761520	Ingram Library Services	203.62	2600-55190-403226	Inv 07538817
12/10/2012	761520	Ingram Library Services	21.97	2600-55190-403242	Inv 07538817
12/10/2012	761520	Ingram Library Services	19.22	2600-55190-403222	Inv 07538820
12/10/2012	761520	Ingram Library Services	565.52	2600-55190-403226	Inv 07538820

12/10/2012	761520	Ingram Library Services	482.86	2600-55190-403227	Inv 07538820
12/10/2012	761520	Ingram Library Services	78.72	2600-55190-403255	Inv 07538820
12/10/2012	761520	Ingram Library Services	295.21	2600-55190-403333	Inv 07538820
12/10/2012	761520	Ingram Library Services	10.02	2600-55190-403334	Inv 07538820
12/10/2012	761520	Ingram Library Services	17.99	2600-55190-403227	Invoice 07443317
12/10/2012	761520	Ingram Library Services	11.20	2600-55190-403255	Inv 07538821
12/10/2012	761520	Ingram Library Services	14.75	2600-55190-403226	Invoice 07443318
12/10/2012	761520	Ingram Library Services	5.99	2600-55190-403255	Inv 07538822
12/10/2012	761520	Ingram Library Services	11.20	2600-55190-403255	Invoice 07443319
12/10/2012	761520	Ingram Library Services	26.53	2600-55190-403226	Inv 07538823
12/10/2012	761520	Ingram Library Services	19.45	2600-55190-403333	Invoice 07443320
12/10/2012	761520	Ingram Library Services	8.99	2600-55190-403226	Inv 07443321
12/10/2012	761520	Ingram Library Services	15.31	2600-55190-403226	Inv 07538824
12/10/2012	761520	Ingram Library Services	64.55	2600-55190-403226	Inv 07538825
12/10/2012	761520	Ingram Library Services	333.85	2600-55190-403226	Invoice 07443322
12/10/2012	761520	Ingram Library Services	20.10	2600-55190-403226	Inv 07538826
12/10/2012	761520	Ingram Library Services	23.60	2600-55190-403227	Invoice 07443323
12/10/2012	761520	Ingram Library Services	24.34	2600-55190-403226	Inv 07538827
12/10/2012	761520	Ingram Library Services	39.00	2600-55190-403226	Invoice 07443324
12/10/2012	761520	Ingram Library Services	960.00	2600-55110-407930	Inv 07538828
12/10/2012	761520	Ingram Library Services	42.89	2600-55190-403226	Invoice 07443325
12/10/2012	761520	Ingram Library Services	12.00	2600-55190-403227	Inv 07555845
12/10/2012	761520	Ingram Library Services	22.01	2600-55190-403333	Invoice 07443326
12/10/2012	761520	Ingram Library Services	11.77	2600-55190-403227	Inv 07555846
12/10/2012	761520	Ingram Library Services	55.17	2600-55190-403226	Invoice 07443327
12/10/2012	761520	Ingram Library Services	17.99	2600-55190-403227	Invoice 07443327
12/10/2012	761520	Ingram Library Services	21.81	2600-55190-403255	Invoice 07443327
12/10/2012	761520	Ingram Library Services	34.20	2600-55190-403226	Inv 07555847
12/10/2012	761520	Ingram Library Services	18.44	2600-55190-403226	Invoice 07443328
12/10/2012	761520	Ingram Library Services	8.40	2600-55190-403227	Invoice 07443328
12/10/2012	761520	Ingram Library Services	10.17	2600-55190-403226	Inv 07555848
12/10/2012	761520	Ingram Library Services	17.95	2600-55150-402280	Invoice 07454182
12/10/2012	761520	Ingram Library Services	7.18	2600-55190-403333	Inv 07555849
12/10/2012	761520	Ingram Library Services	64.59	2600-55190-403226	Invoice 07461200
12/10/2012	761520	Ingram Library Services	114.69	2600-55190-403242	Invoice 07461200
12/10/2012	761520	Ingram Library Services	115.56	2600-55190-403226	Inv 07555850
12/10/2012	761520	Ingram Library Services	16.49	2600-55190-403242	Inv 07555850

12/10/2012	761520	Ingram Library Services	19.89	2600-55190-403226	Invoice 07461201
12/10/2012	761520	Ingram Library Services	224.70	2600-55190-403227	Invoice 07461201
12/10/2012	761520	Ingram Library Services	56.98	2600-55190-403333	Invoice 07461201
12/10/2012	761520	Ingram Library Services	14.74	2600-55190-403227	Inv 07555851
12/10/2012	761520	Ingram Library Services	3.57	2600-55190-403333	Invoice 07461202
12/10/2012	761520	Ingram Library Services	460.17	2600-55190-403227	Inv 07555852
12/10/2012	761520	Ingram Library Services	10.19	2600-55190-403241	Invoice 07461203
12/10/2012	761520	Ingram Library Services	11.39	2600-55190-403333	Inv 07555853
12/10/2012	761520	Ingram Library Services	19.77	2600-55190-403222	Invoice 07461204
12/10/2012	761520	Ingram Library Services	70.32	2600-55190-403226	Inv 07587748
12/10/2012	761520	Ingram Library Services	38.48	2600-55190-403242	Inv 07587748
12/10/2012	761520	Ingram Library Services	27.36	2600-55190-403333	Invoice 07461205
12/10/2012	761520	Ingram Library Services	10.61	2600-55190-403333	iNV 07587749
12/10/2012	761520	Ingram Library Services	8.70	2600-55190-403333	Invoice 07461206
12/10/2012	761520	Ingram Library Services	11.99	2600-55190-403227	Inv 07587750
12/10/2012	761520	Ingram Library Services	840.00	2600-55110-407930	Invoice 07461207
12/10/2012	761520	Ingram Library Services	14.75	2600-55190-403227	Inv 07587751
12/10/2012	761520	Ingram Library Services	29.95	2600-55110-407930	Invoice 07483051
12/10/2012	761520	Ingram Library Services	15.33	2600-55190-403226	Inv 07587752
12/10/2012	761520	Ingram Library Services	32.40	2600-55190-403333	Inv 07587753
12/10/2012	761520	Ingram Library Services	24.74	2600-55190-403222	Inv 07587754
12/10/2012	761520	Ingram Library Services	11.79	2600-55190-403226	Inv 07587754
12/10/2012	761520	Ingram Library Services	48.35	2600-55190-403226	Inv 07587755
12/10/2012	761520	Ingram Library Services	21.99	2600-55190-403222	Inv 07587756
12/10/2012	761520	Ingram Library Services	33.33	2600-55190-403226	Inv 07587758
12/10/2012	761520	Ingram Library Services	9.60	2600-55190-403226	Inv 07587759
12/10/2012	761520	Ingram Library Services	900.00	2600-55110-407930	Inv 07587760
12/10/2012	761520	Ingram Library Services	4.19	2600-55150-402280	Inv 07587761
12/10/2012	761520	Ingram Library Services	-20.99	2600-55190-403222	Credit 07672206
12/10/2012	761520	Ingram Library Services	-11.79	2600-55190-403333	Credit 07465027
12/10/2012	761520	Ingram Library Services	15.90	2600-55190-403226	Inv 07587757
12/10/2012	761521	Inland Truck Parts Co	3,532.80	5410-31220-402320	1-68361
12/10/2012	761525	J & J Concrete	7,339.24	2050-31310-409310	WO 12-02 Misc. Developer;
12/10/2012	761525	J & J Concrete	6,183.56	4420-31650-409311	WO1202 Misc Developer;
12/10/2012	761525	J & J Concrete	1,035.76	8400-31840-409310	WO1202 Misc Developer;
12/10/2012	761536	L P Anderson Tire Co	1,290.00	5020-75000-402390	NONSTOCKING ITEMS-P.U.D.
12/10/2012	761536	L P Anderson Tire Co	3,515.00	5120-85000-402390	NONSTOCKING ITEMS-P.U.D.

12/10/2012	761536	L P Anderson Tire Co	2,544.00	5020-73120-402390	NONSTOCKING ITEMS-P.U.D.
12/10/2012	761546	Montana Dakota Utilities Co	112.84	5020-74000-403440	04571122
12/10/2012	761546	Montana Dakota Utilities Co	38.10	5120-85000-403440	05023622
12/10/2012	761546	Montana Dakota Utilities Co	134.27	1500-22210-403440	05003521
12/10/2012	761546	Montana Dakota Utilities Co	10.95	5120-85000-403440	04695121
12/10/2012	761546	Montana Dakota Utilities Co	52.92	5020-74000-403440	08683522
12/10/2012	761546	Montana Dakota Utilities Co	64.22	0100-51120-403440	08767921
12/10/2012	761546	Montana Dakota Utilities Co	44.63	5020-74000-403440	31563202
12/10/2012	761546	Montana Dakota Utilities Co	38.74	5020-74000-403440	31563302
12/10/2012	761546	Montana Dakota Utilities Co	34.46	5020-74000-403440	08157221
12/10/2012	761546	Montana Dakota Utilities Co	10.40	5020-74000-403440	08157322
12/10/2012	761546	Montana Dakota Utilities Co	61.85	0100-51410-403440	08543421
12/10/2012	761546	Montana Dakota Utilities Co	186.18	0100-51410-403440	08543521
12/10/2012	761546	Montana Dakota Utilities Co	289.23	5020-73140-403440	08157121
12/10/2012	761546	Montana Dakota Utilities Co	96.40	5120-83140-403440	08157121
12/10/2012	761546	Montana Dakota Utilities Co	153.17	5020-74000-403440	08156922
12/10/2012	761546	Montana Dakota Utilities Co	585.57	5020-73140-403440	08157021
12/10/2012	761546	Montana Dakota Utilities Co	195.19	5120-83140-403440	08157021
12/10/2012	761546	Montana Dakota Utilities Co	16.28	5020-74000-403440	08156821
12/10/2012	761546	Montana Dakota Utilities Co	113.07	5020-74000-403440	08156721
12/10/2012	761546	Montana Dakota Utilities Co	546.04	5020-74000-403440	08156621
12/10/2012	761546	Montana Dakota Utilities Co	122.15	5020-74000-403440	08156421
12/10/2012	761546	Montana Dakota Utilities Co	15.89	5020-74000-403440	08156322
12/10/2012	761546	Montana Dakota Utilities Co	15.89	5020-74000-403440	08156322
12/10/2012	761546	Montana Dakota Utilities Co	1,458.75	5020-74000-403440	08156221
12/10/2012	761546	Montana Dakota Utilities Co	22.05	6500-15660-403440	32781001
12/10/2012	761546	Montana Dakota Utilities Co	22.05	0100-51260-403440	34329601
12/10/2012	761550	Morrison Maierle Inc	19,066.60	4210-85930-409340	WO1205 5-Mile Creek Lift Station
12/10/2012	761550	Morrison Maierle Inc	21,426.80	4210-85930-409340	WO1205 5-Mile Creek Lift Station
12/10/2012	761553	Mountain Wireless Construction Inc	8,201.00	5630-71220-409310	Invoice #2012-1052. Run fiber conduit through Verizon Trench & vaults for the Airport
12/10/2012	761558	Normont Equipment Company	3,450.00	5610-71130-402320	Invoice #2211059. 5 blades for now/ice control. Replacement/extra plow blade.
12/10/2012	761559	Northwestern Energy	103.30	5610-71130-403410	07125339
12/10/2012	761559	Northwestern Energy	63.91	0100-51410-403410	07125396
12/10/2012	761559	Northwestern Energy	128.24	5120-85000-403410	07233836
12/10/2012	761559	Northwestern Energy	15.29	0100-51290-403410	09998071

12/10/2012	761559	Northwestern Energy	27,599.13	5610-71120-403410	0100482-9. November 2012 Terminal Utilities
12/10/2012	761559	Northwestern Energy	11.12	5120-85000-403410	17040254
12/10/2012	761559	Northwestern Energy	7,511.91	2600-55120-403410	Electric for Library Building
12/10/2012	761559	Northwestern Energy	276.65	5020-74000-403410	805 Constitution
12/10/2012	761559	Northwestern Energy	28.66	5120-85000-403410	17040304
12/10/2012	761559	Northwestern Energy	15.28	5610-71130-403410	07125347
12/10/2012	761559	Northwestern Energy	286.52	0100-51260-403410	07208416
12/10/2012	761559	Northwestern Energy	7.15	8720-51980-403410	07233844
12/10/2012	761559	Northwestern Energy	154.44	6070-22350-403410	10069151
12/10/2012	761559	Northwestern Energy	220.25	5610-71130-403410	07125354
12/10/2012	761559	Northwestern Energy	10.33	5020-74000-403410	07222490
12/10/2012	761559	Northwestern Energy	8.79	8720-51980-403410	07233851
12/10/2012	761559	Northwestern Energy	39.14	5610-71130-403410	07127954
12/10/2012	761559	Northwestern Energy	7.15	0100-51120-403410	07222532
12/10/2012	761559	Northwestern Energy	8.79	8720-51980-403410	07233869
12/10/2012	761559	Northwestern Energy	200.31	0100-51120-403410	11412848
12/10/2012	761559	Northwestern Energy	78.10	2110-31320-403410	17389891
12/10/2012	761559	Northwestern Energy	8.31	0100-51120-403410	12300661
12/10/2012	761559	Northwestern Energy	1.15	8720-51980-403410	20413621
12/10/2012	761559	Northwestern Energy	7.15	0100-51120-403410	11565272
12/10/2012	761559	Northwestern Energy	8.42	0100-51120-403410	19022573
12/10/2012	761559	Northwestern Energy	20.51	5610-71130-403410	07127970
12/10/2012	761559	Northwestern Energy	200.99	0100-51120-403410	07222565
12/10/2012	761559	Northwestern Energy	8.79	8720-51980-403410	07233877
12/10/2012	761559	Northwestern Energy	0.60	8720-51980-403410	13127071
12/10/2012	761559	Northwestern Energy	8.21	2110-31320-403410	20470001
12/10/2012	761559	Northwestern Energy	7.56	5610-71170-403410	07128051
12/10/2012	761559	Northwestern Energy	9.11	0100-51120-403410	07222581
12/10/2012	761559	Northwestern Energy	8.79	8720-51980-403410	07233885
12/10/2012	761559	Northwestern Energy	1.16	0100-51120-403410	14093942
12/10/2012	761559	Northwestern Energy	8.42	2110-31320-403410	20470076
12/10/2012	761559	Northwestern Energy	7.15	5610-71130-403410	07128135
12/10/2012	761559	Northwestern Energy	20.42	0100-51120-403410	07222599
12/10/2012	761559	Northwestern Energy	4.99	0100-51120-403410	07233919
12/10/2012	761559	Northwestern Energy	3.32	8720-51980-403410	07233919
12/10/2012	761559	Northwestern Energy	26.35	8720-51980-403410	15138001
12/10/2012	761559	Northwestern Energy	8.42	2110-31320-403410	20470100

12/10/2012	761559	Northwestern Energy	35.18	5610-71130-403410	07197593
12/10/2012	761559	Northwestern Energy	2,423.96	5020-74000-403410	07222706
12/10/2012	761559	Northwestern Energy	8.79	8720-51980-403410	07233927
12/10/2012	761559	Northwestern Energy	27.69	8720-51980-403410	15138027
12/10/2012	761559	Northwestern Energy	8.53	2110-31320-403410	20470118
12/10/2012	761559	Northwestern Energy	31.98	5610-71130-403410	07197601
12/10/2012	761559	Northwestern Energy	8.94	0100-51120-403410	07222722
12/10/2012	761559	Northwestern Energy	5.96	8720-51980-403410	07222722
12/10/2012	761559	Northwestern Energy	7.90	8720-51980-403410	07233935
12/10/2012	761559	Northwestern Energy	17.10	8720-51980-403410	15138043
12/10/2012	761559	Northwestern Energy	8.21	2110-31320-403410	20470134
12/10/2012	761559	Northwestern Energy	23.20	5610-71130-403410	07197619
12/10/2012	761559	Northwestern Energy	86.16	0100-51120-403410	07222730
12/10/2012	761559	Northwestern Energy	7.15	8720-51980-403410	07233943
12/10/2012	761559	Northwestern Energy	37.21	5610-71130-403410	07197627
12/10/2012	761559	Northwestern Energy	11.97	0100-51120-403410	07222748
12/10/2012	761559	Northwestern Energy	7.15	8720-51980-403410	07233950
12/10/2012	761559	Northwestern Energy	20.10	0100-51410-403410	16352890
12/10/2012	761559	Northwestern Energy	8.42	2110-31320-403410	20470183
12/10/2012	761559	Northwestern Energy	7.90	8720-51980-403410	15642093
12/10/2012	761559	Northwestern Energy	8.53	2110-31320-403410	20470175
12/10/2012	761559	Northwestern Energy	0.95	0100-51120-403410	16926669
12/10/2012	761559	Northwestern Energy	35.91	0100-51120-403410	07222771
12/10/2012	761559	Northwestern Energy	7.15	8720-51980-403410	07233976
12/10/2012	761559	Northwestern Energy	33.78	5610-71130-403410	07202963
12/10/2012	761559	Northwestern Energy	99.82	0100-51120-403410	07222755
12/10/2012	761559	Northwestern Energy	7.15	8720-51980-403410	07233968
12/10/2012	761559	Northwestern Energy	15.28	0100-51120-403410	07222797
12/10/2012	761559	Northwestern Energy	894.47	5120-85000-403410	07234040
12/10/2012	761559	Northwestern Energy	29.74	0100-51120-403410	07222789
12/10/2012	761559	Northwestern Energy	7.15	8720-51980-403410	07233984
12/10/2012	761559	Northwestern Energy	7.15	0100-51120-403410	07222839
12/10/2012	761559	Northwestern Energy	7.15	8720-51980-403410	07238405
12/10/2012	761559	Northwestern Energy	7.15	0100-51120-403410	07222813
12/10/2012	761559	Northwestern Energy	9.11	8720-51980-403410	07238363
12/10/2012	761559	Northwestern Energy	7.15	0100-51120-403410	07222805
12/10/2012	761559	Northwestern Energy	7.15	8720-51980-403410	07238355

12/10/2012	761559	Northwestern Energy	9.73	0100-51120-403410	07228521
12/10/2012	761559	Northwestern Energy	79.05	0100-51120-403410	07238843
12/10/2012	761559	Northwestern Energy	15.28	0100-51120-403410	07228083
12/10/2012	761559	Northwestern Energy	7.70	8720-51980-403410	07238835
12/10/2012	761559	Northwestern Energy	7.15	0100-51120-403410	07222847
12/10/2012	761559	Northwestern Energy	260.30	5120-85000-403410	07238785
12/10/2012	761559	Northwestern Energy	157.47	0100-51120-403410	07229958
12/10/2012	761559	Northwestern Energy	32.39	0100-51120-403410	09208018
12/10/2012	761559	Northwestern Energy	8.53	0100-51120-403410	07229768
12/10/2012	761559	Northwestern Energy	0.67	0100-51120-403410	07931348
12/10/2012	761559	Northwestern Energy	207.52	0100-51120-403410	07229016
12/10/2012	761559	Northwestern Energy	17.64	0100-51120-403410	07238876
12/10/2012	761559	Northwestern Energy	9.11	0100-51120-403410	07228620
12/10/2012	761559	Northwestern Energy	7.90	8720-51980-403410	07238850
12/10/2012	761559	Northwestern Energy	7.15	0100-51120-403410	07230253
12/10/2012	761559	Northwestern Energy	76.80	0100-51120-403410	07230055
12/10/2012	761559	Northwestern Energy	0.78	8720-51980-403410	09718248
12/10/2012	761559	Northwestern Energy	17.63	0100-51120-403410	07230642
12/10/2012	761559	Northwestern Energy	18.60	0100-51120-403410	07230535
12/10/2012	761559	Northwestern Energy	9.39	0100-51120-403410	07230493
12/10/2012	761559	Northwestern Energy	7.15	0100-51120-403410	07230469
12/10/2012	761559	Northwestern Energy	17.63	0100-51120-403410	07230659
12/10/2012	761560	Northwestern Energy-Billing Dv	2,736.47	4160-74930-409340	WO 09-19 East Fox Reservoir Transformer Replacement
12/10/2012	761561	OBS Inc	109,348.80	6400-55170-409440	Order - Hybrid Diesel-Electric Bookmobile. Includes options per bid specifications.
12/10/2012	761567	Portable Computer Systems, Inc.	6,041.05	1500-22210-402925	(1) CF-31 Toughbook FIRE
12/10/2012	761571	Qwest Communications	29.81	5610-71100-403450	Qwest 406-245-1044 Airport Terminal Power M
12/10/2012	761571	Qwest Communications	45.70	5710-71470-403450	Qwest 406-245-1789 Transit STS
12/10/2012	761571	Qwest Communications	54.43	5410-31230-403450	Qwest 406-245-7193 Solid Waste Landfill
12/10/2012	761571	Qwest Communications	30.05	1500-21110-403450	Qwest 406-245-6600 Crime Prevention Alarm
12/10/2012	761571	Qwest Communications	61.78	6060-19310-403450	Qwest 406-248-3329 Airport Measured Lines 406-248-3329 406-248-9989
12/10/2012	761571	Qwest Communications	64.40	6060-19310-403450	Qwest 406-248-9124 Met Measured Lines 406-248-9124 406-248-9179
12/10/2012	761571	Qwest Communications	44.61	1500-22250-403450	Qwest 406-655-0728 Fire Maintenance Shop
12/10/2012	761571	Qwest Communications	45.88	5710-71410-403450	Qwest 406-254-7038 MET Transit

12/10/2012	761571	Qwest Communications	7,291.77	2250-22320-403450	Qwest 406-255-9700 E911
12/10/2012	761571	Qwest Communications	44.43	5610-71100-403450	Qwest 406-248-3068 Airport Ind Park Gate 9
12/10/2012	761571	Qwest Communications	29.81	2110-31320-403450	Qwest 406-245-9906 PW Traffic Signal 4th 27
12/10/2012	761571	Qwest Communications	94.48	5410-31230-403450	Qwest 406-245-9820 Solid Waste Landfil
12/10/2012	761575	Sagebrush Industries	4,092.32	5610-71120-403660	Invoice #3515, Baggage blet servicing.
12/10/2012	761585	Stevens Brothers Mechanical	101,504.70	0100-14120-409291	City Hall Boilers Replacement
12/10/2012	761587	Sundown Security	1,511.25	5610-71100-403581	Invoice #39826. Skycap services 11/16-11/22/2012
12/10/2012	761587	Sundown Security	666.66	5210-15910-403970	November 1-30. Patrol of City Parking Garages I, II, III.
12/10/2012	761587	Sundown Security	666.67	5210-15920-403970	November 1-30. Patrol of City Parking Garages I, II, III.
12/10/2012	761587	Sundown Security	666.67	5210-15930-403970	November 1-30. Patrol of City Parking Garages I, II, III.
12/10/2012	761587	Sundown Security	184.00	0100-15120-403590	pick up from depot and pud, deliver to city hall
12/10/2012	761587	Sundown Security	136.80	5020-73110-403962	pick up from depot and pud, deliver to city hall
12/10/2012	761587	Sundown Security	91.20	5120-83110-403962	pick up from depot and pud, deliver to city hall
12/10/2012	761587	Sundown Security	213.50	6600-31100-403590	pick up from depot and pud, deliver to city hall
12/10/2012	761587	Sundown Security	363.00	0100-15120-403590	pick up and deliver mail boxes 1819 & 1178
12/10/2012	761588	Tdc Group	1,980.00	5120-85000-402190	Freeance Mobile Pro-Edition License
12/10/2012	761588	Tdc Group	2,970.00	5020-75000-402190	Freeance Mobile Pro-Edition License
12/10/2012	761589	Tire-Rama	663.00	5410-31230-402390	2 new tires and repairs
12/10/2012	761589	Tire-Rama	868.92	2110-31320-402390	1050-206991
12/10/2012	761589	Tire-Rama	3,476.00	5410-31220-402390	recaps
12/10/2012	761589	Tire-Rama	100.00	5410-31220-402390	repairs
12/10/2012	761589	Tire-Rama	1,995.75	5410-31220-402390	our recaps
12/10/2012	761589	Tire-Rama	2,865.50	5410-31220-402390	our recaps
12/10/2012	761589	Tire-Rama	380.00	5410-31220-402390	tire repairs
12/10/2012	761589	Tire-Rama	886.00	5410-31220-402390	tire repairs
12/10/2012	761589	Tire-Rama	2,277.50	5410-31220-402390	tire repairs
12/10/2012	761589	Tire-Rama	45.00	5410-31230-402390	landfill tire repairs
12/10/2012	761589	Tire-Rama	1,950.40	5410-31220-402390	new tires for front load truck
12/10/2012	761589	Tire-Rama	1,699.24	5410-31220-402390	new tires for steer axles
12/10/2012	761591	Town & Country Supply Association	20,150.16	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 291245
12/10/2012	761591	Town & Country Supply Association	13,027.61	6010-00000-141000	101539 PO NUM 291289

12/10/2012	761591	Town & Country Supply Association	1,198.33	1500-22260-402310	101711: FIRE 2 #1 DYED DIESEL FUEL WITH WINTER ADDITIVE DELIVERED ON 11/5/2012
12/10/2012	761591	Town & Country Supply Association	12,143.60	6010-00000-141000	106702 PO NUM 291290
12/10/2012	761591	Town & Country Supply Association	22,522.08	6010-00000-141000	106226 PO NUM 291291
12/10/2012	761591	Town & Country Supply Association	11,983.60	6010-00000-141000	106227 PO NUM 291290
12/10/2012	761591	Town & Country Supply Association	0.01	1500-22260-402310	DECIMAL POINT CORRECTION
12/10/2012	761591	Town & Country Supply Association	22,809.27	6010-00000-141714	106222 PO NUM 291293
12/10/2012	761597	Unemployment Ins Contributions Bureau	12,159.55	9000-00000-209996	Unemployment Insurance Quarterly Correction
12/10/2012	761604	Yellowstone County Sheriffs	13,824.40	7170-21660-407865	Safe Streets 1/4 Share drug Forfeiture $$.
12/10/2012	761604	Yellowstone County Sheriffs	838.02	7170-21660-407865	1/4 share Drug Forfeiture for Safe Streets.
12/10/2012	761604	Yellowstone County Sheriffs	10,061.24	7170-21660-407865	1/4 share drug forfeiture.
12/10/2012	761606	YELLSTN CO COURTHSE	6,575.96	5020-00000-115731	MANUAL CHECK 000005812

Consent **1. K. 3.**

Regular City Council Meeting
Meeting Date: 01/14/2013
TITLE: Payment of Claims December 17, 2012.
PRESENTED BY: Pat M. Weber, Finance Director
Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of $2,128,863.55 have been audited and are presented for your approval for payment. A complete listing of the claims dated December 17, 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 12/17/2012

Check Date	Check	Name	Amount	Account	Item Desc
12/17/2012	761617	American Title & Escrow	3,000.00	2980-65560-407275	MHR-LIND-509SHARRON-Fund escrow
12/17/2012	761626	Big Sky Linen Supply	47.46	1500-22250-402450	FIRE STATIONS & 911 CENTER LINEN SERVICE - NOVEMBER 2012
12/17/2012	761626	Big Sky Linen Supply	264.60	1500-22260-402240	FIRE STATIONS & 911 CENTER LINEN SERVICE - NOVEMBER 2012
12/17/2012	761626	Big Sky Linen Supply	171.23	5610-71120-402240	Statemente Date 12/4/2012. November uniform cleaning for Building Maint, Ops. Mops and rags
12/17/2012	761626	Big Sky Linen Supply	550.40	5610-71120-402260	Statemente Date 12/4/2012. November uniform cleaning for Building Maint, Ops. Mops and rags
12/17/2012	761626	Big Sky Linen Supply	280.43	5610-71130-402260	Statemente Date 12/4/2012. November uniform cleaning for Building Maint, Ops. Mops and rags
12/17/2012	761626	Big Sky Linen Supply	335.11	5020-73120-402260	Uniforms
12/17/2012	761626	Big Sky Linen Supply	52.49	5020-73140-402260	Uniforms
12/17/2012	761626	Big Sky Linen Supply	16.15	5120-83140-402260	Uniforms
12/17/2012	761626	Big Sky Linen Supply	498.00	5020-75000-402260	Uniforms
12/17/2012	761626	Big Sky Linen Supply	332.00	5120-85000-402260	Uniforms
12/17/2012	761626	Big Sky Linen Supply	673.50	5020-74000-402260	Uniforms
12/17/2012	761626	Big Sky Linen Supply	507.00	5120-84000-402260	Uniforms
12/17/2012	761630	Billings Gazette	585.64	5410-31220-403370	Solid Waste
12/17/2012	761630	Billings Gazette	432.00	5210-15210-403370	Parking-Destination Downtown
12/17/2012	761630	Billings Gazette	565.71	0100-14110-403110	Online Banner
12/17/2012	761630	Billings Gazette	885.46	0100-17500-403370	Human Resources
12/17/2012	761630	Billings Gazette	190.45	0100-15120-403330	102-00023530 - Finance Dept.
12/17/2012	761630	Billings Gazette	248.35	5020-74000-403330	102-00136540 - Billings Public Works Water Treatment
12/17/2012	761630	Billings Gazette	636.00	2600-55110-403360	Library
12/17/2012	761630	Billings Gazette	248.35	1500-22210-403390	102-00019367 - Headquarters Fire Station #1
12/17/2012	761635	Bobcat Of Big Sky, Inc.	93.36	5020-75000-402320	NONSTOCKING ITEMS-P.U.D.
12/17/2012	761635	Bobcat Of Big Sky, Inc.	24,563.40	5030-75910-409420	skid-steer
12/17/2012	761635	Bobcat Of Big Sky, Inc.	16,375.60	5130-85910-409420	same
12/17/2012	761637	Brenntag Pacific Inc	593.39	5120-84000-402220	Sodium Chlorite

12/17/2012	761637	Brenntag Pacific Inc	4,965.34	2110-31320-404721	ice slicer
12/17/2012	761637	Brenntag Pacific Inc	4,969.42	2110-31320-404721	ice slicer
12/17/2012	761637	Brenntag Pacific Inc	886.00	5020-74000-402220	Lab supplies
12/17/2012	761639	Business Tax Section	14.78	5620-71200-402450	Invoice #46315. Airport Operations Center. AOC 25.01 Retro Commissioning
12/17/2012	761639	Business Tax Section	30.52	1500-22260-409250	Fisher Construction Fire Stations 2 & 3 Accommodation Remodels - State 1%
12/17/2012	761639	Business Tax Section	107.00	5030-75910-409340	PBD013 Temporary Water Service - S 31st Street
12/17/2012	761639	Business Tax Section	906.89	4680-31610-409310	SID 1393 Fritz Subdivision
12/17/2012	761639	Business Tax Section	478.43	5030-00000-201100	WO 10-12 WTP Low Service Pump Station
12/17/2012	761639	Business Tax Section	1.86	8450-31860-409310	WO 10-30 BROADWATER & 32N D STREET W RT TURN LANE
12/17/2012	761639	Business Tax Section	835.57	5030-00000-201100	WO 12-01 Water & Sewer Replacement Schedule 1
12/17/2012	761639	Business Tax Section	4,766.86	5030-75910-409340	WO 12-01 Water & Sewer Replacement Schedule 1
12/17/2012	761639	Business Tax Section	5,996.21	5030-75910-409340	WO 12-01 Water & Sewer Replacement Schedule 1
12/17/2012	761639	Business Tax Section	253.66	2050-31310-409390	WO 12-03 #3 City Crack Seal
12/17/2012	761639	Business Tax Section	50.00	2050-00000-201100	WO 12-04 Accessibility Ramps
12/17/2012	761639	Business Tax Section	153.98	2050-31310-409310	WO 12-04 Accessiblity Ramp
12/17/2012	761639	Business Tax Section	76.62	5130-00000-201100	WO 12-09 WWTP Access Road Rip Rap Replacment
12/17/2012	761639	Business Tax Section	126.00	8400-31840-409310	WO 12-12 Bench Blvd Sanitary Sewer;
12/17/2012	761639	Business Tax Section	553.05	5020-73140-402450	WO 12-41 PW Belknap Service Center Re-roof
12/17/2012	761639	Business Tax Section	29.99	8450-00000-201100	WO1030 Broadwater & 32nd W R-Turn Lane
12/17/2012	761639	Business Tax Section	151.97	2050-00000-201100	WO1202 Misc Developer
12/17/2012	761639	Business Tax Section	105.26	4420-00000-201100	WO1202 Misc Developer
12/17/2012	761639	Business Tax Section	2.39	5030-00000-201100	WO1202 Misc Developer
12/17/2012	761639	Business Tax Section	26.12	8400-00000-201100	WO1202 Misc Developer
12/17/2012	761639	Business Tax Section	1,114.26	2050-31310-409310	SID 1393 Fritz Subdivision
12/17/2012	761639	Business Tax Section	7.50	8450-31860-409310	WO 10-30 Broadwater & 32nd St. West R-Turn Lane
12/17/2012	761639	Business Tax Section	9.00	5030-75910-409340	PBD013 Temporary Water Service S 31st St Change order #1 12.04.12

12/17/2012	761639	Business Tax Section	413.95	5620-71200-409290	Invoice #46315. Airport Terminal. APT 04.01 Digital Controls
12/17/2012	761639	Business Tax Section	184.35	5120-83140-402450	WO 12-41 PW Belknap Service Center Re-roof
12/17/2012	761639	Business Tax Section	432.77	5620-71200-409290	Invoice #46315. Airport Terminal. APT 09.01 Building Lighting
12/17/2012	761639	Business Tax Section	19.70	2050-31310-409310	SID 1393 Knife River;
12/17/2012	761639	Business Tax Section	8.69	2050-31310-409310	SID 1393 Knife River,
12/17/2012	761639	Business Tax Section	17.01	5620-71200-402450	Invoice #46315. Airport Terminal. APT 25.01 Retro Commissioning
12/17/2012	761639	Business Tax Section	14.75	5620-71200-409290	Airport Terminal APT-ceiling tiles
12/17/2012	761639	Business Tax Section	23.10	4680-31610-409310	SID 1393 Knife River,
12/17/2012	761640	Castlerock Excavating Inc	12,474.00	8400-31840-409310	WO1212 Bench Blvd Sewer Extensions
12/17/2012	761646	Chicago Title Insurance Co	10,000.00	2980-66800-407275	FTHB Sutton 411 7th Street West
12/17/2012	761649	Cop Construction Co	471,919.61	5030-75910-409340	WO 12-01 Water & Sewer Replacement Schedule 1
12/17/2012	761649	Cop Construction Co	593,625.24	5030-75910-409340	WO 12-01 Water & Sewer Replacement Schedule 1
12/17/2012	761649	Cop Construction Co	82,719.48	5030-00000-201100	WO 12-01 Water & Sewer Replacement Schedule 1
12/17/2012	761649	Cop Construction Co	47,364.95	5030-00000-201100	WO 10-12 WTP Low Service Pump
12/17/2012	761651	Creative Monograms	566.00	5020-75000-402260	winter gear
12/17/2012	761651	Creative Monograms	35.00	5210-15230-402260	58963 Maintenance- Harley Jacket.
12/17/2012	761651	Creative Monograms	175.00	5210-15920-402260	58963 parks 2 & 3 - Clothing order for Parking Attendants. Carol, Marilyn, and Dave.
12/17/2012	761651	Creative Monograms	165.00	5210-15930-402260	58963 parks 2 & 3 - Clothing order for Parking Attendants. Carol, Marilyn, and Dave.
12/17/2012	761651	Creative Monograms	62.50	5120-83140-402260	same
12/17/2012	761651	Creative Monograms	1,041.50	5020-74000-402260	same
12/17/2012	761651	Creative Monograms	830.50	5120-84000-402260	same
12/17/2012	761651	Creative Monograms	62.50	5020-73140-402260	same
12/17/2012	761651	Creative Monograms	493.50	5020-73120-402260	samr
12/17/2012	761651	Creative Monograms	70.00	5210-15930-402260	59111. Carol. Jacket. garage attendant allowance.
12/17/2012	761651	Creative Monograms	566.00	5120-85000-402260	same
12/17/2012	761652	CTA Architects	6,644.70	2030-15130-409224	Empire Garage utility relocation design and engineering services - consulting services thru Nov. 25

12/17/2012	761652	CTA Architects	1,150.00	2340-13400-407291	Inv. #98638 Curb Work - Additional Scope
12/17/2012	761658	Donaldson Construction and Roofing	54,751.95	5020-73140-402450	WO 12-41 PW Belknap Service Center Re-roof
12/17/2012	761658	Donaldson Construction and Roofing	18,250.65	5120-83140-402450	WO 12-41 PW Belknap Service Center Re-roof
12/17/2012	761659	Donnes Inc	7,585.48	5130-00000-201100	WO1209 WWTP Access Road Rip Rap Replacement
12/17/2012	761672	Family Service Inc	14,673.17	2960-65370-407275	CDBG-FY11-12Request for Reimbursement#2
12/17/2012	761679	Fisher Construction	9,636.26	4120-71550-409250	Additional due on Pmnt 3, the wrong pmnt amount was entered. The retainage was deducted twice.
12/17/2012	761679	Fisher Construction	3,021.13	1500-22260-409250	Fire Station2 & 3 Accommodation Remodels
12/17/2012	761679	Fisher Construction	45,585.54	0100-51220-409370	Payment #3 for South Gazebo.
12/17/2012	761681	Galles Filter Service	151.53	5710-71440-402320	266842
12/17/2012	761681	Galles Filter Service	131.85	6010-00000-141714	266842 PO NUM 290689
12/17/2012	761681	Galles Filter Service	197.53	6010-00000-141000	266843
12/17/2012	761681	Galles Filter Service	5.60	5410-31220-402320	266932
12/17/2012	761681	Galles Filter Service	79.53	6010-00000-141714	267350 PO NUM 290689
12/17/2012	761681	Galles Filter Service	15.47	6010-00000-141000	267620 PO NUM 290689
12/17/2012	761681	Galles Filter Service	17.30	5710-71440-402320	268111
12/17/2012	761681	Galles Filter Service	300.73	6010-00000-141714	268111 PO NUM 290689
12/17/2012	761681	Galles Filter Service	161.12	6010-00000-141714	268612 PO NUM 290689
12/17/2012	761681	Galles Filter Service	10.38	5710-71440-402320	266842
12/17/2012	761681	Galles Filter Service	1,056.97	6010-00000-141000	267354 PO NUM 290689
12/17/2012	761681	Galles Filter Service	90.98	6010-00000-141000	267748 PO NUM 290689
12/17/2012	761681	Galles Filter Service	54.50	2110-31320-402320	267853
12/17/2012	761681	Galles Filter Service	66.73	6010-00000-141000	268510 PO NUM 290689
12/17/2012	761681	Galles Filter Service	485.74	6010-00000-141000	268767 PO NUM 290689
12/17/2012	761681	Galles Filter Service	25.17	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 291131
12/17/2012	761681	Galles Filter Service	57.84	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 291244
12/17/2012	761681	Galles Filter Service	69.96	6010-00000-141000	267853 PO NUM 290689
12/17/2012	761681	Galles Filter Service	4.64	2110-31320-402320	268193
12/17/2012	761681	Galles Filter Service	239.27	6010-00000-141000	268608 PO NUM 290689
12/17/2012	761681	Galles Filter Service	32.37	2110-31320-402320	MP
12/17/2012	761681	Galles Filter Service	218.92	6010-00000-141000	268193 PO NUM 290689
12/17/2012	761681	Galles Filter Service	67.20	5410-31220-402320	268281
12/17/2012	761681	Galles Filter Service	31.89	6010-00000-141000	268634 PO NUM 290689

12/17/2012	761681	Galles Filter Service	4.59	0100-51120-402320	268420
12/17/2012	761681	Galles Filter Service	22.74	0100-51120-402320	268421
12/17/2012	761691	Hardrives Construction Inc	25,112.46	2050-31310-409390	WO 12-03 #3 City Crack Seal
12/17/2012	761694	Hdr Inc	2,395.05	4160-74930-409340	WO 09-19 Zone 3 East Fox Reservoir
12/17/2012	761694	Hdr Inc	7,975.89	4160-74930-409340	WO 09-28 Wtr Treatment Plant Backup Power Phs II
12/17/2012	761694	Hdr Inc	1,679.67	4160-74930-409220	WO0426 ZONE 4 RESERVOIR AND FACILITIES
12/17/2012	761694	Hdr Inc	3,054.13	5120-82110-403540	WO 12-13 IWPI Reuse and Reclamation Study
12/17/2012	761694	Hdr Inc	6,472.09	5020-74000-403540	WO 12-21 WTP Chemical Bldg/Disinfection Improvements
12/17/2012	761694	Hdr Inc	385.82	5030-74910-409390	WO 12-28 WTP Transformer Replacement
12/17/2012	761694	Hdr Inc	832.95	8400-31840-403590	WO 12-13 IWPI Reuse and Reclamation Study
12/17/2012	761694	Hdr Inc	1,665.89	5020-72110-403540	WO 12-13 IWPI Reuse and Reclamation Study
12/17/2012	761699	House Of Clean	3,095.14	5120-84000-402450	Boiler Treatment
12/17/2012	761700	Hydrotech	10,593.00	5030-75910-409340	PBD013 Temporary Water Service - S 31st St
12/17/2012	761700	Hydrotech	891.00	5030-75910-409340	PBD013 - Temporary Water Service S 31st St Change Order #1 12.04.12
12/17/2012	761701	Iaff	4,526.50	9000-00000-209920	PAYROLL SUMMARY
12/17/2012	761704	Intermountain Traffic, Llc	3,800.00	2110-31320-402430	naztec 980 controller, ts2 type 2, configured for necip with ethernet jack
12/17/2012	761704	Intermountain Traffic, Llc	310.00	2110-31320-402430	naztec 980/981 "D" cable harness 5', 57 pin amp connector with 57 pins and wires connectorized on one end only
12/17/2012	761704	Intermountain Traffic, Llc	1,225.00	2110-31320-402430	naztec mmu-516L-E. 16 channels, LCD, and ethernet
12/17/2012	761704	Intermountain Traffic, Llc	900.00	2110-31320-402430	TS2 BIU cards
12/17/2012	761706	Interstate Engineering Inc.	12,868.58	8400-31840-409310	WO0515 Howard Heights Storm Drain;
12/17/2012	761708	J & J Concrete	15,045.04	2050-00000-201100	WO1202 Misc. Developer
12/17/2012	761708	J & J Concrete	10,420.87	4420-00000-201100	WO1202 Misc. Developer
12/17/2012	761708	J & J Concrete	236.56	5030-00000-201100	WO1202 Misc. Developer
12/17/2012	761708	J & J Concrete	2,584.97	8400-00000-201100	WO1202 Misc. Developer
12/17/2012	761708	J & J Concrete	15,244.05	2050-31310-409310	WO 12-04 Accessibility Ramp
12/17/2012	761708	J & J Concrete	4,950.00	2050-00000-201100	WO 12-04 Accessibility Ramps
12/17/2012	761713	Knife River	89,782.31	4680-31610-409310	SID 1393 Fritz Subdivision
12/17/2012	761713	Knife River	3,598.10	2110-31320-404520	salt/sand mixture
12/17/2012	761713	Knife River	3,890.28	2110-31320-404520	salt/sand mixture

12/17/2012	761713	Knife River	119.35	2110-31320-404710	asphalt
12/17/2012	761713	Knife River	1,755.05	2110-31320-404710	asphalt
12/17/2012	761713	Knife River	2,913.90	2110-31320-404710	asphalt
12/17/2012	761713	Knife River	3,293.95	2110-31320-404710	asphalt
12/17/2012	761713	Knife River	216.45	2110-31320-404520	3/8" chips for patching machine
12/17/2012	761713	Knife River	859.91	2050-31310-409310	SID 1393 Fritz Sub;
12/17/2012	761713	Knife River	1,950.30	2050-31310-409310	SID 1393 Fritz Sub;
12/17/2012	761713	Knife River	110,311.99	2050-31310-409310	SID 1393 Fritz Subdivision
12/17/2012	761713	Knife River	0.40	4680-31610-409310	SID 1393 Fritz Sub
12/17/2012	761713	Knife River	2,286.82	4680-31610-409310	SID 1393 Fritz Sub;
12/17/2012	761723	Mckinstry Co Llc	726.32	5620-71200-409290	Invoice #46315. Airport Terminal. APT 08.01 VFD Installation
12/17/2012	761723	Mckinstry Co Llc	64,045.17	5620-71200-409290	Invoice #46315. Airport Terminal. APT 09.01 Building Lighting
12/17/2012	761723	Mckinstry Co Llc	2,517.29	5620-71200-402450	Invoice #46315. Airport Terminal. APT 25.01 Retro Commissioning
12/17/2012	761723	Mckinstry Co Llc	4,953.57	5620-71200-409290	Invoice #46315. Airport Terminal APT - ceiling tiles
12/17/2012	761723	Mckinstry Co Llc	785.44	5620-71200-409290	Invoice #46315. Airport Operations Center. AOC 09.01 Lighting
12/17/2012	761723	Mckinstry Co Llc	2,187.62	5620-71200-402450	Invoice #46315. Airport Operations Center. AOC 25.01 Retro Commissioning
12/17/2012	761723	Mckinstry Co Llc	61,259.76	5620-71200-409290	Invoice #46315. Airport Terminal. APT 04.01 Digital Controls
12/17/2012	761723	Mckinstry Co Llc	126.07	5620-71200-409290	Invoice #46315. Airport Hwy 3 Building. AH3 09.01 Lighting
12/17/2012	761726	MONTANA CSED	3,756.62	9000-00000-209926	Child Support
12/17/2012	761732	Montana State Fireman's Assoc	2,871.84	9000-00000-209924	PAYROLL SUMMARY
12/17/2012	761741	Normont Equipment Company	1,442.00	2110-31320-402320	gutter wire for sweepers
12/17/2012	761741	Normont Equipment Company	4,990.00	2110-31320-409420	7' pickup mounted sander for new truck coming in.
12/17/2012	761741	Normont Equipment Company	318.00	2110-31320-402920	shovels and lute
12/17/2012	761743	Northwestern Energy	449.61	5020-74000-403410	Skyview High School 1/4 mile sw
12/17/2012	761743	Northwestern Energy	142.91	0100-51410-403410	07125388
12/17/2012	761743	Northwestern Energy	8.01	8720-51980-403410	08814550
12/17/2012	761743	Northwestern Energy	17.63	5020-74000-403410	11608072
12/17/2012	761743	Northwestern Energy	7.15	5020-74000-403410	18672659

12/17/2012	761743	Northwestern Energy	138.35	5120-85000-403410	822 Shiloh Crossing
12/17/2012	761743	Northwestern Energy	169.74	5120-85000-403410	62nd West/Ironwood
12/17/2012	761743	Northwestern Energy	433.48	1500-22210-403410	FIRE 6: ELECTRICAL SERVICE - 1601 SAINT ANDREWS - ACCOUNT #0100477-9
12/17/2012	761743	Northwestern Energy	1,301.24	5020-74000-403410	5809 Canyon Woods
12/17/2012	761743	Northwestern Energy	172.61	5020-74000-403410	11422532
12/17/2012	761743	Northwestern Energy	59.84	0100-51120-403410	18494088
12/17/2012	761743	Northwestern Energy	19.46	1500-22210-403410	07125321
12/17/2012	761743	Northwestern Energy	46.43	0100-51120-403410	08134892
12/17/2012	761743	Northwestern Energy	3,326.37	5710-71430-403410	Electricity at Metroplex 10/25/12 to 11/28/12
12/17/2012	761743	Northwestern Energy	250.48	1500-22210-403410	07208176
12/17/2012	761743	Northwestern Energy	7.56	0100-51120-403410	12422226
12/17/2012	761743	Northwestern Energy	0.87	8720-51980-403410	19486679
12/17/2012	761743	Northwestern Energy	500.46	5710-71430-403410	07192255
12/17/2012	761743	Northwestern Energy	12.71	0100-51120-403410	11914041
12/17/2012	761743	Northwestern Energy	13.26	0100-51120-403410	19412436
12/17/2012	761743	Northwestern Energy	52.01	5610-71130-403410	07127913
12/17/2012	761743	Northwestern Energy	7.26	0100-51120-403410	09789173
12/17/2012	761743	Northwestern Energy	1,283.30	1500-21710-403410	11834835
12/17/2012	761743	Northwestern Energy	65.29	0100-51120-403410	19049444
12/17/2012	761743	Northwestern Energy	42.79	5210-15240-403410	15696313
12/17/2012	761743	Northwestern Energy	8.21	8720-51980-403410	15143886
12/17/2012	761743	Northwestern Energy	7.15	0100-51120-403410	15882624
12/17/2012	761743	Northwestern Energy	5.05	5020-74000-403410	13466735
12/17/2012	761743	Northwestern Energy	38.69	0100-51120-403410	12488631
12/17/2012	761743	Northwestern Energy	5.97	8720-51980-403410	20558177
12/17/2012	761746	One Eighty Communications	326.56	6600-31100-403450	Depot 60% 6700 31410 403450 Depot 40% 6600 31100 403450
12/17/2012	761746	One Eighty Communications	489.86	6700-31410-403450	Depot 60% 6700 31410 403450 Depot 40% 6600 31100 403450
12/17/2012	761746	One Eighty Communications	259.00	2600-55180-403590	Library Internet Connection
12/17/2012	761746	One Eighty Communications	7.50	1500-22250-403450	Comm Center Long Distance Charges
12/17/2012	761746	One Eighty Communications	79.95	6200-19110-403452	IT Internet Connection
12/17/2012	761746	One Eighty Communications	3,525.51	6060-19310-403450	Main Bill Acct 00001906
12/17/2012	761746	One Eighty Communications	39.00	1500-21110-403450	CPC line 247-8592 Account 00018768
12/17/2012	761746	One Eighty Communications	195.67	6060-19310-403450	Main Bill T-1 Account 00018768
12/17/2012	761746	One Eighty Communications	46.00	0100-51120-403450	Dehler Park line 867-7275

12/17/2012	761746	One Eighty Communications	40.60	5610-71100-403450	Airport 2948370 Airport Alarm
12/17/2012	761752	PARKER AG SERVICES LLC	5,607.58	5120-00000-201100	WO 11-16 WWTP Digester Cleaning
12/17/2012	761756	Planning/Communications	5,700.00	2970-65010-407270	November Tasks
12/17/2012	761759	Preco Electronics Inc	4,819.62	5410-31220-402320	3 back up alarms
12/17/2012	761761	Public Utilities	21.10	5210-15920-403420	4975819
12/17/2012	761761	Public Utilities	9,148.33	5610-71100-403420	68407759
12/17/2012	761761	Public Utilities	33.92	5020-74000-402450	Garbage collection
12/17/2012	761761	Public Utilities	64.08	5020-73140-402450	Garbage Collection 2251 Belknap
12/17/2012	761761	Public Utilities	189.87	5210-15910-403420	22414454
12/17/2012	761761	Public Utilities	21.36	5120-83140-402450	Garbage Collection 2251 Belknap
12/17/2012	761761	Public Utilities	10.67	5210-15910-403420	22434115
12/17/2012	761761	Public Utilities	85.45	5020-74000-402450	Garbage Collection 2251 Belknap
12/17/2012	761761	Public Utilities	34.18	5120-85000-402450	Garbage Collection 2251 Belknap
12/17/2012	761761	Public Utilities	51.26	5020-75000-402450	Garbage Collection 2251 Belknap
12/17/2012	761763	Public Works-Administration	5,684.20	5050-75150-403671	WSRP - Water Service Repair
12/17/2012	761763	Public Works-Administration	4,560.00	5020-75000-403680	Water Main Repairs
12/17/2012	761764	Qwest Communications	41.73	5610-71190-403450	Nov 28, 2012 Bill Date. QTA Phone
12/17/2012	761764	Qwest Communications	811.26	2250-22320-403450	Qwest 406-657-8200 Comm Center
12/17/2012	761764	Qwest Communications	65.83	2250-22320-403450	Qwest 406-245-2296 911 Qwest
12/17/2012	761764	Qwest Communications	45.65	2250-22320-403450	Qwest 406-245-3107 911 Qwest
12/17/2012	761764	Qwest Communications	45.65	2250-22320-403450	Qwest 406-245-3108 911 Qwest
12/17/2012	761764	Qwest Communications	119.32	1500-22250-403450	Qwest 406-245-7469 Fire
12/17/2012	761764	Qwest Communications	45.66	1500-21110-403450	Qwest 406-245-7481 Police
12/17/2012	761764	Qwest Communications	39.44	2600-55120-403450	Qwest 406-245-7337 Library Alarm CKT
12/17/2012	761764	Qwest Communications	228.20	6060-19310-403450	Qwest 406-248-3049 Main System T1 City/County Tie
12/17/2012	761764	Qwest Communications	311.26	6070-22350-403450	Qwest 406-248-3635 Fire Airport Radio Tower WCK
12/17/2012	761764	Qwest Communications	311.26	6070-22350-403450	Qwest 406-248-3636 Fire Airport Radio Tower Jellison
12/17/2012	761764	Qwest Communications	29.81	5120-85000-403450	Qwest 406-259-2328 PUD Sahara Sand Lift Station
12/17/2012	761764	Qwest Communications	45.70	2110-31320-403450	Qwest 406-259-3298 PW Traffic 3728 McDougall
12/17/2012	761764	Qwest Communications	52.42	6600-31100-403450	Qwest 406-259-7758 Measured Lines Depot 60% 6700 31410 403450 40% 6600 31100 403450

12/17/2012	761764	Qwest Communications	78.64	6700-31410-403450	Qwest 406-259-7758 Measured Lines Depot 60% 6700 31410 403450 40% 6600 31100 403450
12/17/2012	761764	Qwest Communications	118.32	1500-22250-403450	Qwest 406-373-3742 Fire RR Crossing Alarm
12/17/2012	761764	Qwest Communications	311.26	2250-22320-403450	Qwest 406-245-7101 9-1-1 Center Landfill #2
12/17/2012	761764	Qwest Communications	311.26	2250-22320-403450	Qwest 406-245-7102 9-1-1 Center Fox Reservoir #2
12/17/2012	761764	Qwest Communications	45.66	5610-71100-403450	Qwest 406-245-5834 Airport Alarm
12/17/2012	761764	Qwest Communications	39.44	5020-74000-403450	Qwest 406-245-3659 PUD Alarm Water Tower
12/17/2012	761773	Riverside Sand & Gravel Inc	742.40	8450-31860-409310	WO 10-30 Broadwater & 32nd St. West R-Turn Lane
12/17/2012	761773	Riverside Sand & Gravel Inc	183.59	8450-31860-409310	WO 10-30 BROADWATER & 32N D STREET RT TURN LANE
12/17/2012	761773	Riverside Sand & Gravel Inc	2,966.17	8450-00000-201100	WO 10-30 Broadwater & 32nd St. West R-Turn Lane
12/17/2012	761779	Rocky Mountain Welding & Fab Inc	16,133.00	5410-31220-404270	6 and 8 yard frontload dumpsters
12/17/2012	761781	Routematch Software, Inc.	628.57	4120-71640-409490	Purchase RouteMatch Software's Mobile Data System, Fixed Route Integration Module, Technical services and training.
12/17/2012	761781	Routematch Software, Inc.	628.57	4120-71640-409490	Purchase RouteMatch Software's Mobile Data System, Fixed Route Integration Module, Technical services and training.
12/17/2012	761781	Routematch Software, Inc.	1,508.57	4120-71640-409490	Purchase RouteMatch Software's Mobile Data System, Fixed Route Integration Module, Technical services and training.
12/17/2012	761781	Routematch Software, Inc.	1,508.57	4120-71640-409490	Purchase RouteMatch Software's Mobile Data System, Fixed Route Integration Module, Technical services and training.
12/17/2012	761781	Routematch Software, Inc.	6,500.00	4120-71640-409490	Purchase RouteMatch Software's Mobile Data System, Fixed Route Integration Module, Technical services and training.
12/17/2012	761781	Routematch Software, Inc.	13,500.00	4120-71640-409490	Purchase RouteMatch Software's Mobile Data System, Fixed Route Integration Module, Technical services and training.
12/17/2012	761795	Town & Country Supply Association	24,737.49	5610-71180-402313	Invoice #106240. Fuel for QTA Car Rental Facility

12/17/2012	761795	Town & Country Supply Association	959.57	1500-22260-402310	101833: FIRE 1 - UNLEADED (330 GALLONS) DELIVERED ON 12/4/2012
12/17/2012	761795	Town & Country Supply Association	789.61	1500-22260-402310	101830: FIRE 5 - BLENDED DIESEL (244) DELIVERED ON 12/4/2012
12/17/2012	761795	Town & Country Supply Association	0.01	1500-22260-402310	DECIMAL POINT CORRECTION
12/17/2012	761796	Tractor & Equipment	255.44	5410-31230-402320	BLW00134078
12/17/2012	761796	Tractor & Equipment	545.90	5410-31230-402320	BLW00133906
12/17/2012	761796	Tractor & Equipment	2,020.33	5410-31230-402320	BLW00135463
12/17/2012	761796	Tractor & Equipment	435.52	2110-31320-402320	scrapper and various parts for unit 1200
12/17/2012	761796	Tractor & Equipment	22.34	2110-31320-402320	water filter for unit 1203
12/17/2012	761796	Tractor & Equipment	1,777.41	5410-31230-402320	BLW001135477
12/17/2012	761796	Tractor & Equipment	1,951.73	5410-31230-402320	BLW00135311
12/17/2012	761796	Tractor & Equipment	2,739.77	5410-31230-402320	BLW00135472
12/17/2012	761796	Tractor & Equipment	42.24	5410-31230-402320	parts for landfill
12/17/2012	761802	Waterworks Industries Inc	2,657.00	2110-31320-402320	gorman rupp 83A3-B trimed 5.25 inch imp motor for deice tanks
12/17/2012	761802	Waterworks Industries Inc	88.26	2110-31320-402320	Freight on shipment
12/17/2012	761807	Yellowstone County Finance Dpt	3,990.00	1500-21200-407910	Prisoner Billing for Month Ending November 2012
12/17/2012	761808	Yellowstone Valley Animal Shelter	20,666.67	1500-21700-403990	contract 10-22-12\11-21-12

Consent **1. K. 4.**

Regular City Council Meeting
Meeting Date: 01/14/2013
TITLE: Payment of Claims December 26, 2012.
PRESENTED BY: Pat M. Weber, Finance Director
Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of $1,772,475.31 have been audited and are presented for your approval for payment. A complete listing of the claims dated December 26, 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 12/26/2012

Check Date	Check	Name	Amount	Account
12/26/2012	761811	A & E Architects	8,376.40	4980-55360-409390
12/26/2012	761813	A & I Distributors	321.62	5410-31220-402320
12/26/2012	761813	A & I Distributors	494.34	6010-00000-141000
12/26/2012	761813	A & I Distributors	99.95	5710-71440-402320
12/26/2012	761813	A & I Distributors	1,047.62	6010-00000-141000
12/26/2012	761813	A & I Distributors	87.45	5410-31230-402310
12/26/2012	761813	A & I Distributors	811.07	5610-71130-402310
12/26/2012	761813	A & I Distributors	68.05	5710-71430-402450
12/26/2012	761813	A & I Distributors	0.55	6010-15530-402650
12/26/2012	761813	A & I Distributors	4,653.66	6010-00000-141000
12/26/2012	761813	A & I Distributors	437.80	5410-31220-402320
12/26/2012	761813	A & I Distributors	60.60	6010-00000-141000
12/26/2012	761813	A & I Distributors	33.74	1500-21120-402320
12/26/2012	761813	A & I Distributors	109.45	5410-31220-402320
12/26/2012	761813	A & I Distributors	33.31	2110-31320-402320
12/26/2012	761813	A & I Distributors	323.84	6010-00000-141000
12/26/2012	761813	A & I Distributors	494.45	5710-71440-402320
12/26/2012	761813	A & I Distributors	33.33	5410-31220-402320
12/26/2012	761813	A & I Distributors	1,798.73	6010-00000-141000
12/26/2012	761813	A & I Distributors	0.22	6010-15530-402650
12/26/2012	761821	American Assoc Of Airport Executive	10,000.00	5610-71100-403390
12/26/2012	761822	American Title & Escrow	15,000.00	2980-66800-407275
12/26/2012	761826	Asphalt Plus Inc	7,815.29	4070-71280-409397
12/26/2012	761826	Asphalt Plus Inc	4,292.89	4070-00000-201100
12/26/2012	761834	Billings Depot Inc	5,295.86	6600-31100-405311
12/26/2012	761834	Billings Depot Inc	7,943.81	6700-31410-405311
12/26/2012	761841	Border States Electric	129.96	5120-83140-402450
12/26/2012	761841	Border States Electric	14.58	5020-75000-402410
12/26/2012	761841	Border States Electric	30.34	5020-74000-402360
12/26/2012	761841	Border States Electric	106.07	5020-74000-402360
12/26/2012	761841	Border States Electric	129.25	5020-74000-402360
12/26/2012	761841	Border States Electric	466.07	5020-74000-402360
12/26/2012	761841	Border States Electric	9.95	5020-74000-402360
12/26/2012	761841	Border States Electric	30.95	5120-84000-402360
12/26/2012	761841	Border States Electric	44.40	5020-74000-402360
12/26/2012	761841	Border States Electric	78.80	5020-75000-402410
12/26/2012	761841	Border States Electric	86.84	5120-84000-402360
12/26/2012	761841	Border States Electric	227.41	5120-84000-402360
12/26/2012	761841	Border States Electric	7.66	5120-84000-402360
12/26/2012	761841	Border States Electric	15.76	5120-84000-402360
12/26/2012	761841	Border States Electric	30.44	5020-74000-402320
12/26/2012	761841	Border States Electric	21.57	2110-31320-402430
12/26/2012	761841	Border States Electric	16.08	2110-31320-402430

12/26/2012	761841	Border States Electric	310.95	2110-00000-141318
12/26/2012	761841	Border States Electric	382.29	2110-00000-141318
12/26/2012	761841	Border States Electric	238.60	5020-00000-141000
12/26/2012	761841	Border States Electric	30.34	5120-84000-402360
12/26/2012	761841	Border States Electric	291.69	5020-00000-141000
12/26/2012	761841	Border States Electric	227.94	5020-74000-402320
12/26/2012	761841	Border States Electric	78.81	5120-85000-402410
12/26/2012	761841	Border States Electric	106.08	5120-84000-402360
12/26/2012	761841	Border States Electric	129.24	5120-84000-402360
12/26/2012	761841	Border States Electric	466.07	5120-84000-402360
12/26/2012	761841	Border States Electric	15.08	2110-00000-141318
12/26/2012	761841	Border States Electric	267.60	2110-00000-141318
12/26/2012	761841	Border States Electric	30.34	5020-74000-402360
12/26/2012	761841	Border States Electric	530.00	2110-00000-141318
12/26/2012	761841	Border States Electric	-30.34	5020-74000-402360
12/26/2012	761842	Boyer & Dimich Assoc	2,100.00	5410-31220-403590
12/26/2012	761842	Boyer & Dimich Assoc	1,400.00	5410-31230-403590
12/26/2012	761845	Business Tax Section	70.29	0100-00000-201100
12/26/2012	761845	Business Tax Section	5,832.16	4980-55110-409220
12/26/2012	761845	Business Tax Section	447.54	0100-51120-409370
12/26/2012	761845	Business Tax Section	325.64	5620-71200-409290
12/26/2012	761845	Business Tax Section	32.76	5620-00000-201100
12/26/2012	761845	Business Tax Section	78.94	4070-71280-409397
12/26/2012	761845	Business Tax Section	43.36	4070-00000-201100
12/26/2012	761845	Business Tax Section	672.00	4070-71280-409397
12/26/2012	761845	Business Tax Section	171.50	2340-13400-407291
12/26/2012	761845	Business Tax Section	65.28	4680-00000-201100
12/26/2012	761845	Business Tax Section	27.65	5020-00000-201100
12/26/2012	761845	Business Tax Section	9.22	5120-00000-201100
12/26/2012	761845	Business Tax Section	9.28	5620-00000-201100
12/26/2012	761845	Business Tax Section	80.20	2050-00000-201100
12/26/2012	761853	Chicago Title Insurance Co	15,000.00	2980-66800-407275
12/26/2012	761856	Commercial Roofing	32,238.36	5620-71200-409290
12/26/2012	761858	Csg Systems Inc	8,953.09	5020-73110-403110
12/26/2012	761858	Csg Systems Inc	5,968.73	5020-73110-403111
12/26/2012	761858	Csg Systems Inc	3,072.83	5120-83110-403110
12/26/2012	761858	Csg Systems Inc	2,048.56	5120-83110-403111

12/26/2012	761863	Diamond Parking	6,204.00	2600-55110-403963
12/26/2012	761865	Donaldson Construction and Roofing	2,737.60	5020-00000-201100
12/26/2012	761865	Donaldson Construction and Roofing	912.53	5120-00000-201100
12/26/2012	761866	Donnes Inc	5,000.00	5020-74000-402450
12/26/2012	761873	Energy Laboratories Inc	3,540.00	5120-82110-403590
12/26/2012	761873	Energy Laboratories Inc	75.00	8400-31840-403590
12/26/2012	761875	Facts On File Inc	4,849.50	2600-55190-403381
12/26/2012	761878	Ferguson Enterprises Inc	4,085.86	5020-00000-141000
12/26/2012	761879	Fisher Construction	44,306.46	0100-51120-409370
12/26/2012	761879	Fisher Construction	6,958.22	0100-00000-201100
12/26/2012	761886	Good Earth Works Co Inc The	66,528.00	4070-71280-409397
12/26/2012	761888	Great West Engineering	53,821.82	5440-31230-409390
12/26/2012	761894	Hdr Inc	21,300.66	5120-82110-403540
12/26/2012	761897	Homeword, Inc.	500.00	2890-65810-407224
12/26/2012	761897	Homeword, Inc.	10,280.00	2890-65810-407223
12/26/2012	761899	IBM Corporation	2,804.40	5020-73110-402925
12/26/2012	761899	IBM Corporation	1,869.60	5120-83110-402925
12/26/2012	761903	Ingram Library Services	56.70	2600-55190-403226
12/26/2012	761903	Ingram Library Services	17.08	2600-55190-403226
12/26/2012	761903	Ingram Library Services	41.22	2600-55190-403242
12/26/2012	761903	Ingram Library Services	14.72	2600-55190-403227
12/26/2012	761903	Ingram Library Services	17.96	2600-55190-403227
12/26/2012	761903	Ingram Library Services	10.15	2600-55190-403333
12/26/2012	761903	Ingram Library Services	9.60	2600-55190-403227
12/26/2012	761903	Ingram Library Services	16.47	2600-55190-403222
12/26/2012	761903	Ingram Library Services	65.27	2600-55190-403227
12/26/2012	761903	Ingram Library Services	21.88	2600-55190-403241
12/26/2012	761903	Ingram Library Services	10.17	2600-55190-403226
12/26/2012	761903	Ingram Library Services	58.34	2600-55190-403222
12/26/2012	761903	Ingram Library Services	76.58	2600-55190-403226
12/26/2012	761903	Ingram Library Services	104.09	2600-55190-403227
12/26/2012	761903	Ingram Library Services	6.59	2600-55190-403255
12/26/2012	761903	Ingram Library Services	50.67	2600-55190-403333
12/26/2012	761903	Ingram Library Services	9.59	2600-55190-403227
12/26/2012	761903	Ingram Library Services	11.97	2600-55190-403222
12/26/2012	761903	Ingram Library Services	22.95	2600-55190-403227
12/26/2012	761903	Ingram Library Services	39.77	2600-55190-403222
12/26/2012	761903	Ingram Library Services	3.59	2600-55190-403226
12/26/2012	761903	Ingram Library Services	232.24	2600-55190-403227
12/26/2012	761903	Ingram Library Services	24.75	2600-55190-403242
12/26/2012	761903	Ingram Library Services	25.95	2600-55190-403226
12/26/2012	761903	Ingram Library Services	346.16	2600-55190-403333
12/26/2012	761903	Ingram Library Services	16.74	2600-55190-403226

12/26/2012	761903	Ingram Library Services	79.28	2600-55190-403226
12/26/2012	761903	Ingram Library Services	24.69	2600-55190-403333
12/26/2012	761903	Ingram Library Services	11.77	2600-55190-403333
12/26/2012	761903	Ingram Library Services	43.96	2600-55190-403222
12/26/2012	761903	Ingram Library Services	91.17	2600-55190-403226
12/26/2012	761903	Ingram Library Services	807.52	2600-55190-403227
12/26/2012	761903	Ingram Library Services	214.88	2600-55190-403242
12/26/2012	761903	Ingram Library Services	19.42	2600-55190-403333
12/26/2012	761903	Ingram Library Services	24.95	2600-55190-403227
12/26/2012	761903	Ingram Library Services	653.29	2600-55190-403333
12/26/2012	761903	Ingram Library Services	9.87	2600-55190-403334
12/26/2012	761903	Ingram Library Services	3.59	2600-55190-403333
12/26/2012	761903	Ingram Library Services	107.88	2600-55190-403226
12/26/2012	761903	Ingram Library Services	21.99	2600-55190-403242
12/26/2012	761903	Ingram Library Services	102.00	2600-55190-403226
12/26/2012	761903	Ingram Library Services	11.77	2600-55190-403333
12/26/2012	761903	Ingram Library Services	94.06	2600-55190-403226
12/26/2012	761903	Ingram Library Services	19.24	2600-55190-403242
12/26/2012	761903	Ingram Library Services	14.74	2600-55190-403227
12/26/2012	761903	Ingram Library Services	8.97	2600-55190-403241
12/26/2012	761903	Ingram Library Services	21.99	2600-55190-403242
12/26/2012	761903	Ingram Library Services	37.75	2600-55190-403226
12/26/2012	761903	Ingram Library Services	174.63	2600-55190-403226
12/26/2012	761903	Ingram Library Services	20.78	2600-55190-403226
12/26/2012	761903	Ingram Library Services	66.82	2600-55190-403227
12/26/2012	761903	Ingram Library Services	99.12	2600-55190-403226
12/26/2012	761903	Ingram Library Services	10.02	2600-55190-403333
12/26/2012	761903	Ingram Library Services	11.37	2600-55190-403226
12/26/2012	761903	Ingram Library Services	14.75	2600-55190-403226
12/26/2012	761903	Ingram Library Services	16.47	2600-55190-403222
12/26/2012	761903	Ingram Library Services	14.74	2600-55190-403226
12/26/2012	761903	Ingram Library Services	45.99	2600-55190-403226
12/26/2012	761903	Ingram Library Services	3.59	2600-55190-403333
12/26/2012	761903	Ingram Library Services	45.74	2600-55190-403226
12/26/2012	761903	Ingram Library Services	16.49	2600-55190-403242
12/26/2012	761903	Ingram Library Services	23.95	2600-55190-403226
12/26/2012	761903	Ingram Library Services	11.77	2600-55190-403227
12/26/2012	761903	Ingram Library Services	9.00	2600-55190-403226
12/26/2012	761903	Ingram Library Services	59.59	2600-55190-403227
12/26/2012	761903	Ingram Library Services	37.69	2600-55190-403333
12/26/2012	761903	Ingram Library Services	5.99	2600-55190-403333
12/26/2012	761903	Ingram Library Services	21.99	2600-55190-403222
12/26/2012	761903	Ingram Library Services	66.04	2600-55190-403226
12/26/2012	761903	Ingram Library Services	33.02	2600-55190-403226
12/26/2012	761903	Ingram Library Services	27.47	2600-55190-403222
12/26/2012	761903	Ingram Library Services	32.98	2600-55190-403226
12/26/2012	761903	Ingram Library Services	15.31	2600-55190-403227
12/26/2012	761903	Ingram Library Services	8.98	2600-55190-403333
12/26/2012	761903	Ingram Library Services	90.00	2600-55190-403226
12/26/2012	761903	Ingram Library Services	77.25	2600-55190-403226
12/26/2012	761903	Ingram Library Services	17.60	2600-55190-403242

12/26/2012	761903	Ingram Library Services	16.47	2600-55190-403222
12/26/2012	761903	Ingram Library Services	43.81	2600-55190-403226
12/26/2012	761903	Ingram Library Services	9.41	2600-55190-403333
12/26/2012	761903	Ingram Library Services	9.00	2600-55190-403226
12/26/2012	761903	Ingram Library Services	16.49	2600-55190-403227
12/26/2012	761903	Ingram Library Services	37.94	2600-55190-403242
12/26/2012	761903	Ingram Library Services	16.50	2600-55190-403333
12/26/2012	761903	Ingram Library Services	263.03	2600-55190-403227
12/26/2012	761903	Ingram Library Services	53.81	2600-55190-403255
12/26/2012	761903	Ingram Library Services	15.33	2600-55190-403226
12/26/2012	761903	Ingram Library Services	32.60	2600-55190-403226
12/26/2012	761903	Ingram Library Services	15.33	2600-55190-403226
12/26/2012	761903	Ingram Library Services	35.20	2600-55190-403222
12/26/2012	761903	Ingram Library Services	32.49	2600-55190-403222
12/26/2012	761904	Inland Western Retail Real Estate	76,454.00	1980-15060-407840
12/26/2012	761909	J & J Concrete	16,978.50	2340-13400-407291
12/26/2012	761910	Jackson Contractor Group Inc	577,383.84	4980-55110-409220
12/26/2012	761913	Junkermier, Clark, Campanella,	29,000.00	0100-15120-403530
12/26/2012	761923	Knife River	392.15	2110-31320-404710
12/26/2012	761923	Knife River	1,901.53	5620-71200-409310
12/26/2012	761923	Knife River	19,520.82	5620-00000-201100
12/26/2012	761923	Knife River	3,243.12	5620-00000-201100
12/26/2012	761923	Knife River	7,940.10	2050-00000-201100
12/26/2012	761923	Knife River	20.00	5120-84000-402450
12/26/2012	761923	Knife River	919.07	5620-00000-201100
12/26/2012	761923	Knife River	6,462.40	4680-00000-201100
12/26/2012	761932	Montana Dakota Utilities Co	284.85	1500-22210-403440
12/26/2012	761932	Montana Dakota Utilities Co	434.10	5610-71130-403440
12/26/2012	761932	Montana Dakota Utilities Co	6.35	2660-67730-409200
12/26/2012	761932	Montana Dakota Utilities Co	1,221.25	5610-71130-403440
12/26/2012	761932	Montana Dakota Utilities Co	6,241.43	5610-71120-403440
12/26/2012	761932	Montana Dakota Utilities Co	855.82	5610-71170-403440
12/26/2012	761932	Montana Dakota Utilities Co	10.40	5610-71170-403440
12/26/2012	761932	Montana Dakota Utilities Co	10.40	0100-51120-403410
12/26/2012	761937	Moody's Investors Service	5,993.36	3130-15300-405510
12/26/2012	761937	Moody's Investors Service	1,606.64	3150-15300-405510
12/26/2012	761938	Morrison Maierle Inc	7,939.89	4070-71280-409397
12/26/2012	761938	Morrison Maierle Inc	3,202.70	5620-71200-409310
12/26/2012	761938	Morrison Maierle Inc	1,884.50	4070-71280-409497
12/26/2012	761938	Morrison Maierle Inc	449.43	5130-00000-201100

12/26/2012	761938	Morrison Maierle Inc	27,594.23	8400-31840-409310
12/26/2012	761938	Morrison Maierle Inc	8,114.57	4070-71280-409397
12/26/2012	761938	Morrison Maierle Inc	278.50	5620-71200-409310
12/26/2012	761938	Morrison Maierle Inc	4,492.08	5130-00000-201100
12/26/2012	761938	Morrison Maierle Inc	10,443.60	5620-71200-409310
12/26/2012	761944	Northern Industrial Hygiene	4,800.00	2030-15130-409224
12/26/2012	761944	Northern Industrial Hygiene	2,552.50	2030-15130-409224
12/26/2012	761947	Northwestern Energy	1,543.62	5610-71130-403410
12/26/2012	761947	Northwestern Energy	41.34	0100-51270-403410
12/26/2012	761947	Northwestern Energy	8.95	2110-31320-403410
12/26/2012	761947	Northwestern Energy	0.37	8720-51980-403410
12/26/2012	761947	Northwestern Energy	8.95	5610-71170-403410
12/26/2012	761947	Northwestern Energy	0.20	2110-31320-403410
12/26/2012	761947	Northwestern Energy	65,424.37	5120-84000-403410
12/26/2012	761947	Northwestern Energy	587.79	5020-74000-403410
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12/26/2012	761946	Northwestern Energy	413.43	8100-31830-403410
12/26/2012	761946	Northwestern Energy	49.45	8100-31830-403410
12/26/2012	761948	OAC Services Inc	22,448.30	2030-15130-409224
12/26/2012	761958	Prorover	7,525.00	0100-51140-403990
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12/26/2012	761964	Ron Hill	181.12	5120-82110-343234

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12/26/2012	761976	Skycon Inc	3,399.76	5610-71120-403660
12/26/2012	761982	Springsted	17,480.64	3130-15300-405510
12/26/2012	761982	Springsted	4,686.04	3150-15300-405510
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12/26/2012	761985	St Vincent Occupational Health	40.00	0100-51210-403510
12/26/2012	761985	St Vincent Occupational Health	40.00	1500-21120-403510
12/26/2012	761985	St Vincent Occupational Health	488.52	1500-21710-403510
12/26/2012	761985	St Vincent Occupational Health	17.50	1500-22250-403510
12/26/2012	761985	St Vincent Occupational Health	70.00	2110-31320-403510
12/26/2012	761985	St Vincent Occupational Health	72.00	5020-75000-403510
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12/26/2012	761985	St Vincent Occupational Health	190.00	5610-71130-403510
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12/26/2012	761985	St Vincent Occupational Health	12,350.00	6270-17520-405160
12/26/2012	761996	Town & Country Supply Association	13,118.63	6010-00000-141000
12/26/2012	761996	Town & Country Supply Association	5,780.56	6010-00000-141714
12/26/2012	761996	Town & Country Supply Association	549.56	1500-22260-402310
12/26/2012	761996	Town & Country Supply Association	21,019.84	6010-00000-141714
12/26/2012	761996	Town & Country Supply Association	238.45	5120-84000-402450
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12/26/2012	761996	Town & Country Supply Association	610.32	1500-22260-402310
12/26/2012	761996	Town & Country Supply Association	22,000.05	6010-00000-141000

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12/26/2012	761996	Town & Country Supply Association	628.63	1500-22310-402310
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12/26/2012	761997	Tractor & Equipment	42,974.09	5410-31220-402320
12/26/2012	761997	Tractor & Equipment	1,433.06	5410-31230-402320
12/26/2012	761997	Tractor & Equipment	1,199.80	5410-31230-402320
12/26/2012	761997	Tractor & Equipment	1,475.40	5410-31230-402320
12/26/2012	762012	Wingfoot Commercial Tire	198.45	2110-31320-402390
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12/26/2012	762012	Wingfoot Commercial Tire	48.22	2110-31320-402390
12/26/2012	762012	Wingfoot Commercial Tire	60.00	2110-31320-402390
12/26/2012	762015	Yellowstone Valley Elec	257.53	5120-85000-403410
12/26/2012	762015	Yellowstone Valley Elec	209.25	6070-22350-403410
12/26/2012	762015	Yellowstone Valley Elec	150.80	5120-85000-403410
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12/26/2012	762015	Yellowstone Valley Elec	912.02	5410-31230-403410
12/26/2012	762015	Yellowstone Valley Elec	777.40	1500-22210-403410
12/26/2012	762015	Yellowstone Valley Elec	19.00	5120-84000-403410
12/26/2012	762015	Yellowstone Valley Elec	364.67	8100-31830-403410
12/26/2012	762015	Yellowstone Valley Elec	19.00	5120-85000-403410
12/26/2012	762015	Yellowstone Valley Elec	0.00	6070-22350-403410
12/26/2012	762015	Yellowstone Valley Elec	159.57	5120-85000-403410
12/26/2012	762015	Yellowstone Valley Elec	666.15	5020-74000-403410
12/26/2012	762015	Yellowstone Valley Elec	1,253.71	5120-84000-403410

Item Desc

New Library Building - Construction Management Services
2249617
2249618 PO NUM 290685
2256743
2257732 PO NUM 290685
55 gallon blue def
Invoice #2251007. Oil for equipment
Replace auger flighting kit for Snapper snow blower.
2249618
2249618 PO NUM 290685
2256973
2249618 PO NUM 290685
2254882
2256974
2254882
2254882 PO NUM 290685
2257259
2254882
2254882 PO NUM 290685
2257732
Invoice #46589-si. 2013 AAAE Airport Legislative Membership
FTHB Michael Woods 788 Feather Lane
Invoice #13-000065-2. Storm Water Detention Ponds A, B, C Upgrades
Invoice #13-000065-F. PFC Ponds A,B,C Expansion Retainage Release
rent
rent
boiler switch
cover
elec
elec
elec
elec
elec.
elec.
elec.
elec.
ELEC.
elec.
freight
freight
NONSTOCKING ITEMS-P.U.D.
silican lubricant for signals
silicon and cleaner

STREET LIGHTS PO NUM 290687
STREET LIGHTS PO NUM 290687
WATER PARTS AND SUPPLIES PO NUM 291247
elec
ELECTRICAL FOR WTP & WWTP PO NUM 291247
NONSTOCKING ITEMS-P.U.D.
same
same
same
same
STREET LIGHTS PO NUM 290687
STREET LIGHTS PO NUM 290687
same
STREET LIGHTS PO NUM 290687
delete
Solid Waste team project
Solid Waste team project
Business tax retainage release for South Park Gazebo.
Construction of new Library, demolition of existing building & site development features
Fourth and final business tax payment on South Gazebo.
Invoice #12-001068-F. Roof Replacement and Repairs for the Airport Terminal Building.
Invoice #13-000064-2. S. View Drive & Parking Lot.
Invoice #13-000066-3. Storm Water Detention Ponds A, B, & C Upgrades
Invoice #13-000066F. PFC Ponds A,B,C Expansion Retainage Release
Invoice #13-000075-1. Easement & Pond C Outfall Improvements
Naval Reserve Demolition
SID 1393 Fritz Sub
WO 12-41 PW Belknap Service Center Re-roof; Retainage Release
WO 12-41 PW Belknap Service Center Re-roof; Retainage Release
Invoice #13-000064-2. Sanitary Sewer Extension

SID 1393 Fritz Sub
FTHB Joshua Nott 1792 High Sierra Blvd.
Roof Replacement & Repairs for the Airport Terminal Building
Monthly statements
Monthly statements
Monthly statements
Monthly statements

Parking Lot Rental for Library 10/12-3/13
WO 12-41 PW Belknap Service Center Re-roof; Retainage Release
WO 12-41 PW Belknap Service Center Re-roof; Retainage Release
Intake and pond cleaning
Biosolids composite
City County Drain
Inv 202768 Database Subscriptions - 1/1/13-12/31/14
SYSTEMS PO NUM 291389
4th and final payment for the construction of South Park Gazebo.
Retainage release for Fisher on the South Park Gazebo project.
Invoice #13-000074-1. Easement & Pond C Outfall Improvements
WO 12-29 Solid Waste Management Plan
WO 12-15 IWPI WWTF Plan
Pyament #6
Reimbursement Request #2 CHDO Grant
Reimbursement Request #3 for CHDO Predevelopment Loan
IBM System x3530 M4 Server
IBM System x3530 M4 Server
Inv 07652421
iNV 07771409
iNV 07771409
Inv 07652422
iNV 07771410
iNV 07771410
Inv 07652423
iNV 07771411
iNV 07771411
iNV 07771411
Inv 07652424
INV 07771412
INV 07771412
INV 07771412
INV 07771412
INV 07771412
Inv 07652425
iNV 07771413
Inv 07652426
INV 07771414
INV 07771414
INV 07771414
INV 07771414
Inv 07652427
INV 07771415
Inv 07652428

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Inv 07652430
Inv 07652430
Inv 07652430
INV 07771418
Inv 07652431
Inv 07652431
Inv 07652431
INV 07771419
Inv 07670906
Inv 07670906
INV 07771420
Inv 07670907
INV 07776268
INV 07776268
Inv 07670908
INV 077762696
Inv 07670909
INV 07776270
INV 07670910
INV 07776271
INV 07776271
iNV 07670911
INV 07776272
INV 07776273
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inv 07799440
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INV 07881231
INV 07881231
INV 07881232
INV 07881233
INV 07881234
INV 07881235
INV 07914672
SID 1385 refund
Demoltion of Naval Reserve Center
Construction of new Library, demolition of existing building & site development features.
691342 - Nov progress bill - audit FY12
asphalt
Invoice #13-000119-2.East End Taxilane Expansion
Invoice #13-000119-3. East End Taxilane Expansion Retainage Release
Invoice 13-000063-2. S. View Drive & Parking Lot
SID 1393 Fritz Sub
Washed rock
Invoice 13-000064-2. Sanitary Sewer Extension.

SID 1393 Fritz Sub
06637925
31454601
NSP-CONWAY-GAS-NOV
07385922
7387221
07388722
07388824
37741801
M0055309 - GO Refunding Bonds, series 2012A

M0055309 - GO Refunding Bonds, series 2012A

Invoice #121686. Pond A,B,C Expansion - CA 2447.088.01
Invoice #121688. South View Drive & West End Parking Lot Paving-CA
Invoice #121689. Airport Wheel Loader Equipment
WO 09-26 WWTP Clarifier Infrastructure Replacement; Retainage Release

WO 12-31 East End Industrial Area Storm Drain
Payment #2

Invoice #121687. Pond C Plunge Pool - CA
2447.091.01
Invoice #121688. Extend Sanitary Sewer - CA
WO 09-26 WWTP Clarifiers Insfrastructure
Replacements; Retainage Release
Invoice #121688. East Taxilane Extension - CA
Asbestos abatement design and consultation
services for the Empire Garage.
TEM air testing, Windsor Court Building
0100484-5. December 2012 ARFF lights
07123870
08554040
10458131
1264299-7. December 2012 Old Hertz Car Wash

17403577
725 Hwy 87 East
Airport Rd/17th West/Hwy 3/Waldo
NSP-CONWAY-ELECTRIC-NOVEMBER
Signal Bills
SILMD 008 ACCT# 0712544-6
SILMD 172 ACCT# 0712611-3
SILMD 238 ACCT# 0712672-5
0100483-7. December 2012 Runway lights
07125362
08715468
11164522
1341288-7. December 2012 Old Nat/Alamo Car
Wash
17488966
SILMD 009 ACCT# 0712545-3
SILMD 173 ACCT# 0712612-1
SILMD 239 ACCT# 0712673-3
07208184
09254962
11389269
1341289-5. December 2012 Old Thrifty Car
Wash
1647695-4. December 2012 De-icer
18366666
SILMD 010 ACCT# 0712546-1
SILMD 174 ACCT# 0712613-9
SILMD 240 ACCT# 0712674-1
07208218
09758087
11608023
1341291-1. December 2012 Old Enterprise Car
Wash

1669567-8. December 2012 TSA Building
20470191
SILMD 013 ACCT# 0721276-4
SILMD 175 ACCT# 0712614-7
SILMD 241 ACCT# 0712675-8
07222649
11608049
1341295-2. December 2012 Big Sky Ground Support
SILMD 014 ACCT# 0721277-2
SILMD 176 ACCT# 0712615-4
SILMD 242 ACCT# 0712676-6
07222870
12693917
1993430-6. December 2012 QTA Car Wash
SILMD 017 ACCT# 0712553-7
SILMD 178 ACCT# 0712616-2
SILMD 244 ACCT# 0712677-4
07230402
2001846-1. December 2012 QTA Mud Wash
SILMD 018 ACCT# 0712554-5
SILMD 179 ACCT# 0712617-0
SILMD 245 ACCT# 0712678-2
07230451
2001848-7. December 2012 Detail Bay 1 Hertz
SILMD 095 ACCT# 0712556-0
SILMD 180 ACCT# 0712618-8
SILMD 246 ACCT# 0712679-0
07230592
2001855-2. December 2012 Detail Bay 2 National/Alamo
SILMD 097 ACCT# 0712557-8
SILMD 181 ACCT# 0712619-6
SILMD 247 ACCT# 0712680-8
2001862-8. December 2012 Detail Bay 3 Enterprise
SILMD 099 ACCT# 0712558-6
SILMD 182 ACCT# 0712620-4
SILMD 248 ACCT# 0712681-6
2001865-1. December 2012 Detail Bay 4 Avis/Budget
SILMD 100 ACCT# 0712559-4
SILMD 183 ACCT# 0712621-2
SILMD 249 ACCT# 0718734-7
2001867-7. December 2012 Detail Bay 5 Thrifty/Dollar
SILMD 107 ACCT# 0712560-2
SILMD 184 ACCT# 0712622-0
SILMD 250 ACCT# 1301786-8
SILMD 109 ACCT# 0712561-0
SILMD 185 ACCT# 0712623-8

SILMD 250 ACCT# 0719001-00
SILMD 113 ACCT# 0712562-8
SILMD 186 ACCT# 0712624-6
SILMD 251 ACCT# 0718801-4
SILMD 114 ACCT# 0712563-6
SILMD 187 ACCT# 0712625-3
SILMD 252 ACCT# 0719162-0
SILMD 115 ACCT# 0712564-4
SILMD 188 ACCT# 0712626-1
SILMD 253 ACCT# 0719644-7
SILMD 116 ACCT# 0712565-1
SILMD 189 ACCT# 0712627-9
SILMD 254 ACCT# 0719763-5
SILMD 117 ACCT# 0712566-9
SILMD 190 ACCT# 0712628-7
SILMD 255 ACCT# 0720813-5
SILMD 118 ACCT# 0712567-7
SILMD 191 ACCT# 0712629-5
SILMD 257 ACCT# 0720360-7
SILMD 119 ACCT# 0712568-5
SILMD 192 ACCT# 0712630-3
SILMD 258 ACCT# 0720606-3
SILMD 121 ACCT# 0712570-1
SILMD 193 ACCT# 0712631-1
SILMD 259 ACCT# 1301786-8
SILMD 122 ACCT# 0712571-9
SILMD 194 ACCT# 0712632-9
SILMD 259 ACCT# 0720810-1
SILMD 123 ACCT# 0712572-7
SILMD 195 ACCT# 0712633-7
SILMD 261 ACCT# 0720705-3
SILMD 124 ACCT# 0712573-5
SILMD 196 ACCT# 0712634-5
SILMD 262 ACCT# 0720937-2
SILMD 125 ACCT# 0712574-3
SILMD 197 ACCT# 0712635-2
SILMD 263 ACCT# 0720716-0
SILMD 126 ACCT# 0712575-0
SILMD 198 ACCT# 0712636-0
SILMD 264 ACCT# 0721427-3
SILMD 127 ACCT# 0712576-8
SILMD 200 ACCT# 0712637-8
SILMD 265 ACCT# 0721556-9
SILMD 128 ACCT# 0712577-6
SILMD 201 ACCT# 0712638-6
SILMD 266 ACCT# 0721684-9
SILMD 129 ACCT# 0712578-4
SILMD 202 INV# 0712639-4
SILMD 269 ACCT# 0833098-7
SILMD 130 ACCT# 0712579-2
SILMD 203 ACCT# 0712640-2

SILMD 270 ACCT# 0906944-4
SILMD 131 ACCT# 0712580-0
SILMD 204 ACCT# 0712641-0
SILMD 271 ACCT# 0995095-7
SILMD 133 ACCT# 0712581-8
SILMD 205 ACCT# 0712642-8
SILMD 272 ACCT# 0905005-5
SILMD 134 ACCT# 0712582-6
SILMD 206 ACCT# 0712643-6
SILMD 273 ACCT# 0926386-4
SILMD 135 ACCT# 0712583-4
SILMD 207 ACCT# 0712644-4
SILMD 274 ACCT# 0907926-0
SILMD 136 ACCT# 0712584-2
SILMD 208 ACCT# 0712645-1
SILMD 276 ACCT# 0961926-3
SILMD 137 ACCT# 0712585-9
SILMD 209 ACCT# 0712646-9
SILMD 277 ACCT# 1058710-3
SILMD 138 ACCT# 0712586-7
SILMD 210 ACCT# 0712647-7
SILMD 278 ACCT# 1087619-1
SILMD 139 ACCT# 0712587-5
SILMD 211 ACCT# 0712648-5
SILMD 279 ACCT# 1124127-0
SILMD 143 ACCT# 0712588-3
SILMD 212 ACCT# 0712649-3
SILMD 280 ACCT# 1045653-1
SILMD 144 ACCT# 0712589-1
SILMD 213 ACCT# 0712650-1
SILMD 281 ACCT# 1079722-3
SILMD 145 ACCT# 0712590-9
SILMD 214 ACCT# 0712651-9
SILMD 283 ACCT# 1172743-5
SILMD 146 ACCT# 0712591-7
SILMD 216 ACCT# 0712652-7
SILMD 285 ACCT# 1206985-2
SILMD 147 ACCT# 0712592-5
SILMD 217 ACCT# 0712653-5
SILMD 286 ACCT# 1296582-8
SILMD 149 ACCT# 0712593-3
SILMD 220 ACCT# 0712654-3
SILMD 287 ACCT# 1246537-3
SILMD 150 ACCT# 0712594-1
SILMD 221 ACCT# 0712655-0
SILMD 288 ACCT# 1303978-9
SILMD 151 ACCT# 0712595-8
SILMD 222 ACCT# 0712656-8
SILMD 289 ACCT# 1685375-6
SILMD 152 ACCT# 0712596-6
SILMD 223 ACCT# 0712657-6

SILMD 290 ACCT# 1433921-2
SILMD 153 ACCT# 0712597-4
SILMD 224 ACCT# 0712658-4
SILMD 292 ACCT# 1481532-8
SILMD 154 ACCT# 0712598-2
SILMD 225 ACCT# 0712659-2
SILMD 293 ACCT# 1481534-4
SILMD 155 ACCT# 0712599-0
SILMD 226 ACCT# 0712660-0
SILMD 294 ACCT# 1481535-1
SILMD 157 ACCT# 0712600-6
SILMD 227 ACCT# 0712661-8
SILMD 295 ACCT# 1481536-9
SILMD 158 ACCT# 0712601-4
SILMD 228 ACCT# 0712662-6
SILMD 296 ACCT# 1481537-7
SILMD 159 ACCT# 0712602-2
SILMD 229 ACCT# 0712663-4
SILMD 297 ACCT# 1481539-3
SILMD 160 ACCT# 0712603-0
SILMD 230 ACCT# 0712664-2
SILMD 298 ACCT# 1481540-1
SILMD 161 ACCT# 0712604-8
SILMD 231 ACCT# 0712665-9
SILMD 300 ACCT# 1662840-6
SILMD 162 ACCT# 0712605-5
SILMD 232 ACCT# 0712666-7
SILMD 301 ACCT# 1687005-7
SILMD 163 ACCT# 0712606-3
SILMD 233 ACCT# 0712667-5
SILMD 302 ACCT# 1607534-3
SILMD 164 ACCT# 0712607-1
SILMD 234 ACCT# 0712668-3
SILMD 305 ACCT# 1695873-8
SILMD 165 ACCT# 0712608-9
SILMD 235 ACCT# 0712669-1
SILMD 306 ACCT# 1740353-6
SILMD 167 ACCT# 0712609-7
SILMD 236 ACCT# 0712670-9
SILMD 307 ACCT# 2049005-8
SILMD 171 ACCT# 0712610-5
SILMD 237 ACCT# 0712671-7
SILMD 308 ACCT# 2072459-7
SILMD 309 ACCT# 2001311-6
SILMD 310 ACCT# 2060519-2
SILMD 320 ACCT# 0712569-3
Empire Parking Garage Project Management Services
Tree trimming in Highland Park.
Over charge of Sewer SDF Fee
Over charge of Sewer SDF Fee

Invoice #12-2599-02. Replace VFD for AHU-4
SID 1385 refund
Kyepad, PCA SBC Kit
Invoice #574. Jet Bridge servicing
preliminary services for GO Refunding Bonds, series 2012A
preliminary services for GO Refunding Bonds, series 2012A
Drug Testing/On-Site Nursing/DOT Physicals/Hep B Vac for November 2012
Drug Testing/On-Site Nursing/DOT Physicals/Hep B Vac for November 2012
Drug Testing/On-Site Nursing/DOT Physicals/Hep B Vac for November 2012
Drug Testing/On-Site Nursing/DOT Physicals/Hep B Vac for November 2012
Drug Testing/On-Site Nursing/DOT Physicals/Hep B Vac for November 2012
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Drug Testing/On-Site Nursing/DOT Physicals/Hep B Vac for November 2012
Drug Testing/On-Site Nursing/DOT Physicals/Hep B Vac for November 2012
Drug Testing/On-Site Nursing/DOT Physicals/Hep B Vac for November 2012
101581 PO NUM 291400
101595 PO NUM 291397
102393 FIRE 1 - UNLEADED FUEL DELIVERED ON 12/14/2012
106265 PO NUM 291418
fuel
WATER PARTS AND SUPPLIES PO NUM 291362
101222 PO NUM 291419
102394 FIRE1 - DIESEL, BLENDED DELIVERED ON 12/14/2012
106247 PO NUM 291401

102395: FIRE 3 - DIESEL, BLENDED
DELIVERED ON 12/14/2012
102396 FIRE 5 - DIESEL, BLENDED
DELIVERED ON 12/14/2012
102392 FIRE 6 DIESEL, BLENDED DELIVERED
ON 12/14/2012
BLW00135015
BLW00135932
misc parts for landfill
misc parts landfill
176-1034208
176-1034262
176-1034268
176-1034210
176-1034225
176-1034226
176-1034266
176-1034270
176-1034273
176-1034279
2229 Blue Creek Rd
41790002: LANDFILL TOWER SITE
ELECTRICAL SERVICE
54th St West/Dovetail Ave
Briarwood Blvd/O'Shea Cir
electric at landfill
MONTHLY ELECTRICAL SERVICE - FIRE
STATION #7 AND PD#3 - 1501 54TH STREET
WEST - ACCOUNT #4179013
Rehberg Ranch North Pond
SILMD 299 Vintage Estates Subdivision
Winchester Trl/Rod & Gun Club
41790004: FOX/TANK TOWER SITE
ELECTRICAL SERVICE
4523 Iron Horse Trl
Thomas Pump Station
Rehberg Ranch Aeration Ponds

Regular City Council Meeting
Meeting Date: 01/14/2013
TITLE: Zone Change #906 - Public Hearing and 1st reading - 3225 Rosebud Drive
PRESENTED BY: Candi Beaudry
Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

This is a zone change request from Planned Development – Residential Multi-family-Restricted (PD-RMF-R) to Planned Development – Neighborhood Commercial (PD-NC). The existing zoning also allows the location of a church as an allowed use in addition to the residential use. The application is for a 45,950 square foot parcel of land described as Lot 2, Block 28, Harvest Subdivision, 3rd Filing located generally at 3225 Rosebud Drive. The property is a unit-ownership parcel that includes 15 residential units and the now-vacant church/day care. The vacant structure is owned by Stockman Bank. The residential owners are Terry Havener, Susan Havener, Brittany Evans, Kimberly Erbacher, John Erbacher, Folmer Christensen, and Mari Christensen. The agents are R.L. McComish and Sanderson Stewart representing the potential purchasers of the Stockman Bank unit. The intent of the purchasers is to establish a Pickle Barrel restaurant. The agents and owner conducted a pre-application neighborhood meeting on September 24, 2012. A preliminary review meeting was held by city staff on October 29, 2012. The Zoning Commission granted the applicant a 30-day delay of the public hearing on November 7, 2012. The applicant was preparing a detailed traffic study for the adjacent streets and intersections. The Zoning Commission conducted a public hearing December 4, 2012, and is forwarding a recommendation of approval on a 3-0-1 vote.

ALTERNATIVES ANALYZED

State law at Section 76-2-304, MCA, requires that all zone changes be reviewed in accordance with 10 criteria. Using the 10 criteria to determine the appropriateness of the zone change request, the City Council may:

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

FINANCIAL IMPACT

The City may realize additional tax revenue if the existing vacant building is renovated. The City fees assigned to the property will be increased from the rate charged for residential to a rate charged for commercial property.

BACKGROUND

The applicant is requesting to change the Planned Development zoning from residential multi-family with an allowance for a church to NC to allow the vacant church/daycare to be re-used for a restaurant. The vacant building is owned by Stockman Bank after a default on the loan by the previous owner, Don Hanser. The building has been vacant for over 3 years. The property is a unit ownership but all parties have agreed to the zone change application. Zoning districts generally follow platted lot lines so the underlying zoning applies to the entire lot, not individual units in a unit ownership. The applicant intends to remodel the vacant building if the zoning is approved.

Site development improvements will be necessary to meet off-street parking requirements and accessibility standards. The new restaurant will have approximately 2,000 square feet of floor area and an outdoor dining area on the east side of the building. Neighborhood Commercial uses range from offices, to retail, to services such as banks, medical clinics and similar businesses. It also includes uses such as gas stations, convenience food stores, and other uses designed to provide services to larger residential neighborhoods as well as residential multi-family dwellings. The current zoning allows the vacant building to be used as either a church or a day care center. Any re-use of the building will require remodeling and updating.

Each Planned Development zone may designate underlying zoning and may also adjust the uses, setbacks, lot area requirements and building heights within those underlying zones. For example, the underlying RMF-R zone for this lot requires only 1,900 square feet of lot area for each dwelling unit. This could allow up to 23 dwelling units per acre of land in any type of configuration (single, duplex or multi-family). The standard RMF-R zone requires 6,000 square feet for each single dwelling unit, 7,000 square feet for each duplex and 8,500 square feet for each 3-plex. For buildings with more than 3 units, an additional 1,500 square feet is required for each added unit – e.g. a 4-plex requires 10,000 square feet. In the Harvest PD Agreement, Block 28 (includes Lots 1 and 2) up to 102 dwelling units are allowed. The Timbers Townhomes to the west has 68 dwelling units and the Rose has 15 dwelling units for a total of 83 dwelling units on this block.

In 2002, the City Council approved the re-use of the church building for a day care center. The day care center operated until early 2009. In 2006, the average daily traffic on 32nd Street West between Henesta and Rosebud Drive was 9,852 vehicle trips per day. This traffic count was conducted just prior to the completion of 32nd Street West as a full arterial street from Rimrock Road to Hesper Road. The completion of 32nd Street West north of Broadwater increased the average daily traffic from 9,852 vehicle trips per day in 2006 to 16,671 vehicle trips per day in 2012, a 69% increase in average daily traffic in a 6-year period. The impact of increased traffic has resulted in a much lower level of service at the intersections of Henesta and Rosebud with 32nd Street West. Traffic turning left on to King Ave West from southbound traffic on 32nd Street West is typically stacked to the intersection with Henesta Drive. During peak hours, traffic waiting to turn left on King Avenue West will stack in the center turn lane up to the intersection of Rosebud Drive and 32nd Street West, a distance of 500 feet north of the signal.

The afternoon hours are the peak hours for traffic and the average is 1,200 vehicles per hour between noon and 5 pm. The waiting time for traffic to enter South 32nd Street West from any of the stop-sign controlled intersections or driveways in this area is increased during these peak hours. The applicant conducted a traffic analysis of the intersection of Rosebud Drive and South 32nd Street West. The traffic analysis indicates the intersection operates at a Level of Service (LOS) of "F" during the peak traffic hours at noon and 5 pm. An LOS rating of "F" indicates there are long wait times at this intersection during peak hours. A LOS of "F" typically means the traffic control and the capacity of the intersection has failed. The traffic analysis report is

included as an attachment.

The Pickle Barrel will add traffic to Rosebud Drive and 32nd Street West. The estimated traffic increase is 130 trips per 1,000 square feet of restaurant area but could be as high as 700 trips per 1,000 square feet. The applicant estimates the floor area for the restaurant will be 2,000 square feet resulting in an additional 260 to 1,400 vehicle trips per day, mostly during peak hours for traffic on 32nd Street West. The former day care center generated about 80 trips per 1,000 square feet of floor area or about 280 trips per day at maximum floor area of 3,500 square feet. By comparison, the Holiday gas station, convenience store and car wash generates on average 1,240 vehicle trips per day. The actual traffic at the Holiday gas station may be higher since it typically sells the lowest priced gas in the city, attracting traffic from out of the area. Each multi-family residential unit in the area contributes on average 8 vehicle trips per day. The three unit ownership developments in the immediate neighborhood west of 32nd Street West generate 920 vehicle trips per day. Big Sky Elementary generates about 1,305 vehicle trips per day. The traffic analysis submitted by the applicant estimates the additional traffic from the Pickle Barrel restaurant will generate 75 additional trips during the noon peak hour and 21 additional trips during the evening peak hour.

The applicant conducted a pre-application neighborhood meeting on September 24, 2012, and several surrounding property owners attended the meeting. A synopsis of the meeting was provided and is included as an attachment. The notes state approximately 9 surrounding owners attended and voiced concerns with off-street parking for the restaurant and with existing traffic congestion on 32nd Street West. The notes state the agent received 4 phone calls from owners who could not attend the pre-application meeting. Three were supportive and 1 was opposed to the zone change.

City staff conducted a preliminary meeting on October 29, 2012 with staff, surrounding owners and the applicant. Two surrounding owners attended the meeting as well as City Traffic Engineer Terry Smith and Wayne Ware, Senior Engineering Technician. The discussion of the proposal concerned traffic and off-street parking. The applicant and agent indicated a traffic analysis of the Rosebud Drive intersection with 32nd Street West was in preparation but not yet completed. The impact of new traffic from the restaurant could not be evaluated at this time without the completion of the study. Information from surrounding owners indicated that traffic stacking in the north bound lane of 32nd Street from the signalized intersection with Monad Road also occurs most afternoons. The owners stated the traffic will stack south to the intersection with Granger Avenue East.

The agent stated solutions to existing traffic congestion on 32nd Street West could include adding a left turn lane at King Avenue West, a signal at Rosebud Drive, a round-a-bout at King Avenue West or Rosebud Drive, re-arranging the internal circulation of the parking lot or adding a new drive approach from the property out to 32nd Street West. City staff indicated they would not support a new signal at Rosebud or a new drive approach on to 32nd Street West. Staff pointed out any new parking space in the arterial setback (50 feet from the center of 32nd Street West) could not be counted toward the minimum required for the residences and the new restaurant. The agent indicated the existing parking lot has more than the minimum required so any additional spaces would be above the requirement. Planning staff asked the agent to study where the solid waste collection and storage would be located for the restaurant. This location may cause the loss of 1 or more parking spaces.

Staff indicated a concern the proposed location may not be the most appropriate for a new restaurant given the traffic congestion and proximity to a densely developed neighborhood. The applicant stated the location would be good for the neighborhoods to provide a walkable location to a restaurant for everyone. The applicant stated the proposed zoning and the restaurant is supported by the growth policy because it is on an arterial street near the intersection of two arterial streets. One of the surrounding owners indicated the neighborhood is not very walkable since there are no sidewalks except for right around the school on Granger Avenue East.

The Planning staff received several petitions and letters from surrounding owners opposed to the zone change. Planning staff received two letters of support. These are all included in an attachment.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on December 4, 2012 and received the staff report, recommendation, and testimony from the applicant and agents for the zone change. The Zoning Commission also received testimony from 2 property owners in opposition to the zone change.

Planning staff presented the report and recommendation. Zoning Coordinator, Nicole Cromwell, stated the Traffic Impact Study (TIS) was reviewed with the applicant's agent, Transportation Planner Scott Walker, and City Traffic Engineer Terry Smith on December 3, 2012. She stated the analysis was accurate according to all parties but the Planning and Engineering staff could not support the zone change to NC. The staff is concerned with the existing traffic LOS "F" and the long wait times for traffic particularly at the evening peak hour. Staff stated the wait times predicted at the Rosebud Drive intersection approach 13 minutes. Staff believes actual wait times may be lower due to the volume of traffic using the parking lane to make right turns on to South 32nd Street West. Discounting some of the traffic volume for right turns would reduce the wait time at the intersection to 6 or 7 minutes. This wait time still puts the intersection at a LOS of "F". Staff stated the City has no current or proposed traffic mitigation project for this arterial corridor.

Rick Leuthold of Sanderson Stewart presented testimony in favor of the application. Mr. Leuthold stated the traffic analysis indicated an existing problem but he pointed out any re-use of the vacant building would impact this intersection. He stated a re-use by a day care center, an allowed use, may have a greater traffic impact than the proposed Pickle Barrel restaurant. Mr. Leuthold said the project has been interesting. He stated he has been involved with the site since the church was there and when the property was purchased and housing development started. The subject property was a daycare for some years and since then Stockman Bank has owned the site and has been looking for a new tenant/buyer. He stated the bank only received inquiries from day care providers but did not move forward. He stated the Pickle Barrel was looking for new site after the 13th Street West site closed. He stated the owner rated this location as its top site.

He stated any solution to the traffic situation at Rosebud Drive will involve a much larger area including the traffic signals at King Avenue West and Monad Road at the least. Mr. Leuthold stated the City has been aware of the 32nd Street signal timing issues but does not have a project in the Capital Improvement Program (CIP) to rectify the problem. He stated two alternatives for the Rosebud Drive intersection were proposed in the traffic study, but neither are acceptable to the City. He stated allowed uses on the property would also add as much or more

traffic than the proposed use for a restaurant.

City Traffic Engineer Terry Smith, provided clarification on his recommendation to deny the zone change. He stated the City is concerned about protecting the 32nd Street West corridor from strip commercial zoning and from adding traffic control signals that are not adequately spaced. He stated traffic issues on other major arterial corridors such as Grand Avenue and 24th Street West are the combined effect of strip zoning and installing traffic signals closer than necessary. He stated the existing problem should be addressed before additional commercial uses are added to the corridor. He stated the accident rate at Rosebud is not increasing and the City recently allowed additional access on to King Avenue West to relieve some of the traffic conflicts at Henesta and 32nd Street West.

Richard McComish, the agent for the Pickle Barrel restaurant, testified in favor of the application. He stated he owns ECI which employs about 135 people in Billings. He stated he is a community-oriented businessman who is in favor of providing good jobs and services in the community. He stated community is important to his business and his family. Mr. McComish stated when he met with the staff on this, he heard about the traffic problem. He stated 32nd Street West is a major corridor. He asked Sanderson Stewart to conduct the traffic analysis, although this is not required. He stated as an engineer by training, it was important to have accurate data before concluding there is a problem or working on solutions. There are other commercially-zoned lots to be developed in the area. He stated he does not pursue a development on a lark and is always prepared to do things right and move forward. He stated the restaurant franchise chose the site and he has been diligently pursuing the zone change. He stated he is concerned that the basis for denial is traffic, but allowed uses can generate a lot of traffic now. He stated the City's master plan and policies support nodal development in this area and the proposed zone change and restaurant will contribute to achieving the goals of the master plan.

George Warmer of 2608 Highwood Drive, and a principal in Coldwell Banker Commercial, stated the property has been listed for sale for more than 2 years. It has stayed on the market because of the limited uses for the property. He stated the Pickle Barrel project came to with a plan and investment in the process. He said he sees this (use) as an attractive solution to this location. He stated the Pickle Barrel will be similar to other neighborhood services such as Great Harvest on Poly or Harper-Madison on 10th Avenue North. Mr. Warmer presented a letter from Dale Davis of Myrtle Drive. Mr. Warmer stated Mr. Davis could not attend the hearing but wanted his support of the project on the record.

Tim Ludewig of Stockman Bank, representing the unit owner testifed in favor of the application. He stated that allowed uses or the sandwich shop are the best uses for this location. Any of the uses will impact traffic. He stated considering length of time the City may need to address traffic, a reasonable plan is to put the building back into use knowing what we know right now.

Gayle Ziech of 625 Chokecherry Place testified in opposition to the zone change. She stated the City has effectively condemned her property by completing the 32nd Street West connection to Zimmerman Trail. She stated a restaurant will add even more traffic and traffic noise to her back yard. She stated she can no longer use her back yard at all. She stated the traffic is so loud you cannot carry on a normal conversation outside her back door. She stated she has a letter from the Montana Department of Transportation stating the City has condemned her property by not installing a proper sound barrier along 32nd Street West. Chairman Dailey asked Ms. Ziech if she had a copy of this letter to provide to the City. She stated she did not have a copy with her at the hearing.

Brittany Evans, a unit owner in Rosebud Condominiums, testified in opposition. She stated she did sign the zone change application to allow the Pickle Barrel to try and re-zone the property however, in the last few weeks, she has changed her mind based on research she has done. She stated her primary concern was the increase in the fees she will have to pay the City for arterial streets and storm sewer. She stated she is very concerned with the loss of market value of her condominium unit if a busy restaurant is located across the driveway.

Mr. Leuthold provided rebuttal of the testimony in opposition. Mr. Leuthold stated the condominium documents will need to be revised to accommodate the new restaurant. He stated the restaurant owner is willing to pick up all the additional fees, and take over maintenance of the parking lot and driveways. He stated the restaurant will work with all the unit owners to buffer the use from the residential units, including elevation treatments on the building, lighting, noise and other issues between the unit owners. He stated again that any re-use of the building will bring added traffic to 32nd Street West. The potential traffic impact for this use would be no greater and in some cases less than any allowed use. He stated the traffic issue should not be the sole issue to prevent a zone change.

The public hearing was closed. Commission member Mike Boyett made a motion to recommend approval of the zone change and the motion was seconded by member Bill Ryan. Mr. Ryan stated the traffic problem already exists and the proposed zone change and re-use of the building will not have any greater traffic impact than the existing allowed uses. He stated the City should work on the traffic issues separately. Mr. Boyett stated he does not believe penalizing this owner for an existing traffic problem is appropriate. Chairman Dailey stated the City should take the initiative to study and upgrade the signal timing in this corridor so the traffic burden on Rosebud and Henesta can be relieved. The Commission voted 3 in favor, none opposed, and 1 abstaining on the motion to recommend approval. Member Barbara Hawkins abstained due to a conflict of interest as she and her husband own adjoining property.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

The Planning Division reviewed the application and the traffic analysis, and recommended denial of the proposed change to the Planned Development agreement. The recommendation is based on the attached ten (10) criteria for zone changes. The City Traffic Engineer, H. Terry Smith, also reviewed the traffic analysis and recommended denial to the Zoning Commission. Mr. Smith's memo is included as an attachment. The subject property is adjacent to dense residential development to the north and west, and across the street from PD-NC zoning for the Holiday gas station. Zoning across 32nd Street West is lower density residential and some of this property remains undeveloped. The 2008 Growth Policy encourages predictable land use decisions that are consistent with neighborhood character and land use patterns. The original zoning for the property is appropriate. The proposed zoning would extend commercial zoning along an arterial street that is already strained by traffic congestion. While some pedestrian access of the location can be expected, the majority will be additional vehicle traffic turning into and out of Rosebud Drive. The peak time period for restaurant service is also the peak time period for traffic on 32nd Street West.

The Zoning Commission did not concur with the staff recommendation and analysis of the ten (10) criteria for zone changes. The Zoning Commission determined the impact to the existing traffic problem at Rosebud Drive and 32nd Street West would be no greater than one of the allowed uses under the existing zoning. The Zoning Commission believes this owner should not be held accountable for an existing problem the City needs to address, regardless of the zoning on this property or the use of the vacant building. The Zoning Commission determined the general welfare of the neighborhood would benefit from the re-use of a vacant and decaying building, and the benefit would be greater than any potential detriment to the traffic situation on Rosebud Drive. The Zoning Commission is forwarding a recommendation of approval on a 3-0-1 vote.

Prior to any making a decision on the proposed zone change, the City Council shall consider the following 10 criteria:

1. Is the new zoning designed in accordance with the Growth Policy?
The proposed zone change is consistent with the following goals of the Growth Policy:
• Predictable land use decisions that are consistent with neighborhood character and land use patterns. (Land Use Element Goal, page 6)
The proposed zoning would permit the proposed restaurant to be located directly adjacent to the existing multi-family dwellings on the site. The surrounding neighborhood character is primarily higher density residential uses to the north and west and lower density residential uses to the east. The proposed zoning would allow the vacant building to be re-used as a neighborhood service business such as the proposed restaurant. This is consistent with the character and pattern of this area.
• New developments that are sensitive to and compatible with the character of adjacent City neighborhoods. (Land Use Goal, page 6)
The proposed Planned Development zone change to NC could allow additional commercial uses north of Rosebud Drive. The proposed zoning is compatible with the adjacent neighborhood. While the proposed use will add traffic to the intersection with Rosebud Drive and 32nd Street West, so would all the current allowed uses for a church, a day care center, or multi-family dwellings. The proposed zoning is sensitive to and compatible with the character of the neighborhood.

2. Is the new zoning designed to secure from fire and other dangers?
The new zoning requires minimum setbacks, open and landscaped areas and building separations. The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers.

3. Whether the new zoning will promote public health, public safety, and general welfare?
Public health, safety, and general welfare will not be compromised by the proposed zoning. The existing traffic congestion on Rosebud and 32nd Street West would be impacted by any re-use of the vacant building, regardless of the underlying zoning district. Re-use of the vacant and decaying building will benefit the general welfare of the neighborhood.

4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?
Transportation: The re-use of the vacant building will have an impact on the surrounding streets. The proposed re-use under the NC zoning will have no greater impact than potential uses allowed by the current zoning. A traffic impact study was conducted, and although the City Traffic Engineer recommended denial of the zone change, resolving the existing problem at the intersection should not be shouldered by one owner.

Water and Sewer: The City provides water and sewer to the property.
Schools and Parks: There should not be any impact to schools or parks from the proposed zone change.
Fire and Police: The subject property is currently served by the City Public Safety Services.

5. Will the new zoning provide adequate light and air?
The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air.

6. Will the new zoning effect motorized and non-motorized transportation?
Traffic generation from a commercial site is dependent on the specific uses within the development. The site is currently developed with 15 dwelling units and has one vacant church/daycare. Re-use of the existing structure for a daycare or church will generate traffic. These uses are allowed by the current zoning. The proposed zoning of PD-NC will allow commercial re-use of the vacant structure or demolition and construction of a new commercial building. The proposed use, a restaurant, will generate an additional 75 trips through the intersection during the noon peak hour and 21 trips at the evening peak hour. The proposed use and zoning should place no greater burden at the intersection than any of the allowed uses. Residents in the area report avoiding the intersection of Rosebud Drive and 32nd Street West during peak hours (noon to 5 pm on weekdays) and having to perform “stunt” driving at other times to turn left (to head north) out of Rosebud Drive. Despite the traffic congestions, the accidents reported at this intersection are no greater than similar intersections in Billings (7 over a period of 3 years).

7. Will the new zoning promote compatible urban growth?
The new zoning does promote compatibility with urban growth. The existing vacant structure can be re-used for a church or a day care. The existing building can be demolished and new multi-family dwelling units constructed. The proposed zoning would allow the re-use of the building for a neighborhood service provider such as the proposed restaurant. The existing and proposed zoning is compatible with urban growth.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
The proposed zoning does consider the character of the district and the suitability of the property for commercial uses. The property is suitable for commercial uses such as the proposed restaurant.

9. Will the new zoning conserve the value of buildings?
The new zoning does conserve the value of the vacant structure. The re-use of the building for a restaurant will require significant rehabilitation. Surrounding building values may increase if the structure is occupied. The market value effect on the adjacent residential units within the unit-owned property is not predictable.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed zoning does encourage the most appropriate use of the land. Appropriate uses may include the existing zoned uses as well as uses allowed in the PD-NC zone such as the proposed restaurant.

RECOMMENDATION

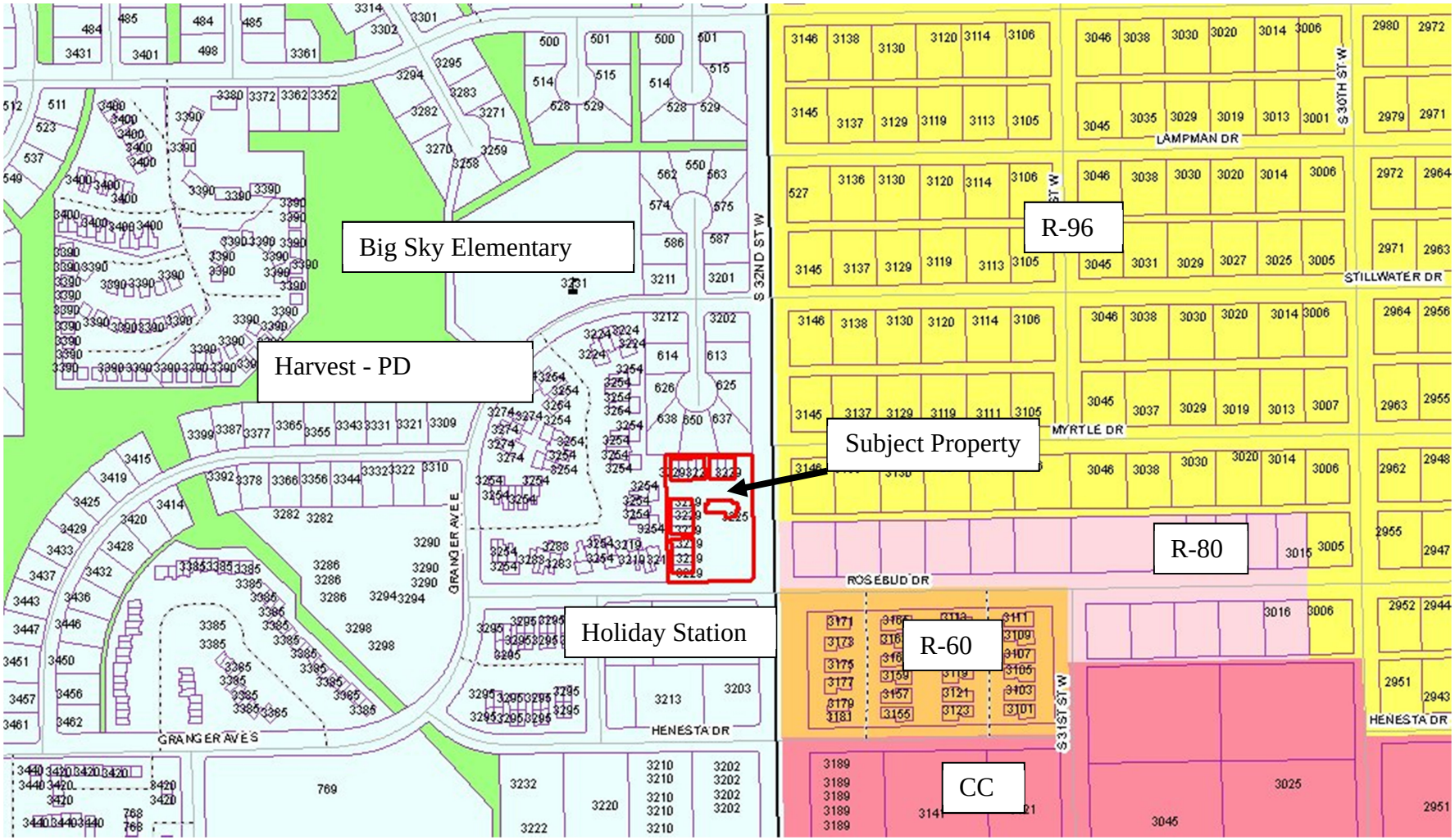
The Zoning Commission is forwarding a recommendation of approval and adoption of the 10 criteria for Zone Change #906 on a 3-0-1 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Zoning Map
Site Photos
Pre application meeting and applicant letter
Letters of Support and Opposition
Traffic Impact Study
Recommendation of City Traffic Engineer
Draft Ordinance
Unit Ownership Declaration

Attachment A: Surrounding Zoning
Zone Change #906 – 3225 Rosebud Drive



Attachment B

Site Photographs, Zone Change #906– 3225 Rosebud Drive

Subject Property

View north along 32nd Street West

Attachment B, continued

Site Photographs, Zone Change #906 – 3225 Rosebud Drive

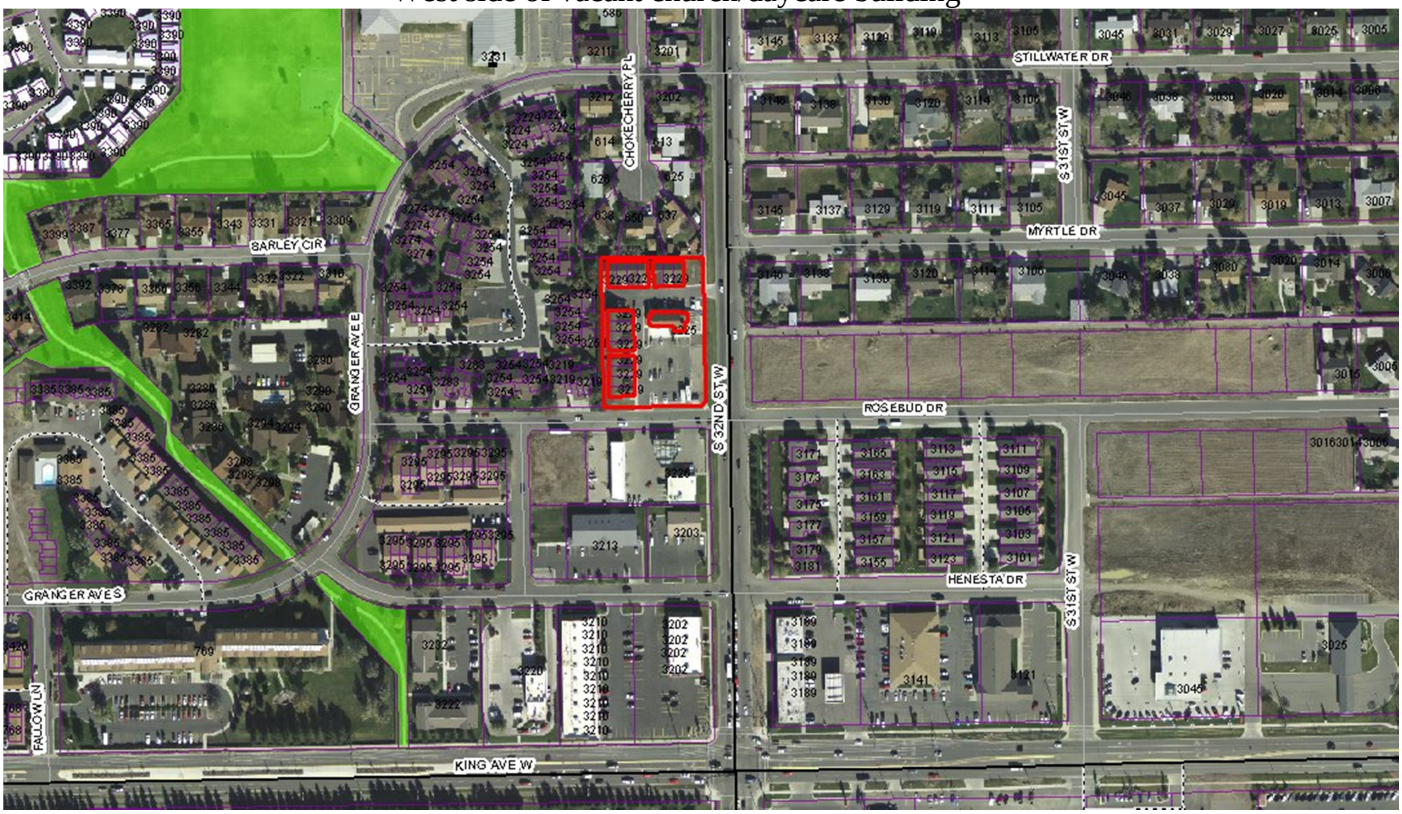
View south and west from 32nd Street West

View of south west corner of vacant church/daycare building

Attachment B, continued

Site Photographs, Zone Change #906- 3225 Rosebud Drive

West side of vacant church/daycare building



Subject property

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

SANDERSON STEWART

MEMORANDUM

To: Nicole Cromwell

CC: Richard McComish

From: Rick Leuthold

Date: 9/28/2012

Reference: Pickle Barrel Neighborhood Meeting

This memo is a brief summary of the neighborhood meeting that was held at the offices of Sanderson Stewart on September 24, 2012 in regards to the proposed Pickle Barrel site located at 3225 Rosebud Drive.

Sign in sheets for those in attendance are attached for your review. Of approximately seventy mailers that were distributed, there were approximately nine people in attendance that were not directly part of the project team.

The meeting provided a detailed overview of the proposed project and the sites history. The group was generally supportive of the project. Items of concern revolved around assuring that sufficient parking was available to meet code and limit the possibility of parking spill over along the frontage of the units to the west on Rosebud. There was also discussion regarding how the lot might be policed to assure parking compliance for adjacent residential units. It was presented that there is a desire to remove the chain link play area and generate up to an additional eight parking stalls. There was also discussion regarding the possible relocation of the primary access.

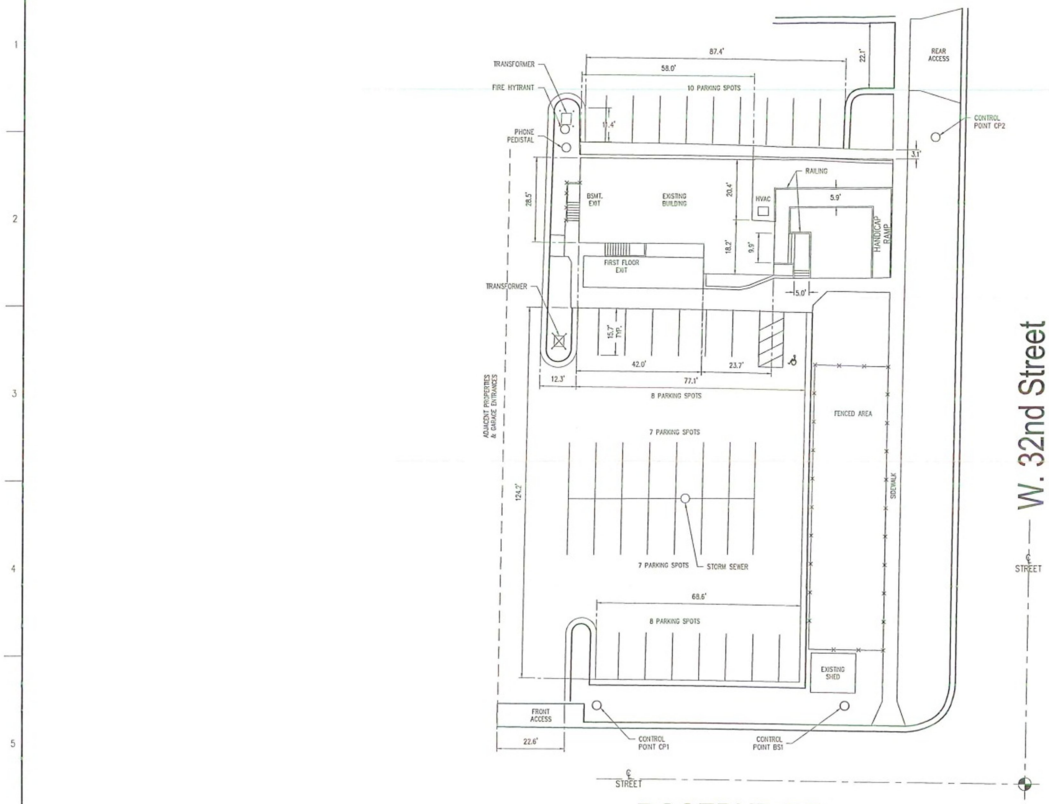
The other main point of concern was in regard to traffic in the area. Although it was pointed out that the neighborhood sandwich shop most likely would not generate significantly different traffic impacts, the concerns voiced were over the ever increasing traffic on 32nd itself. Several in attendance said they were very supportive of the proposal but wanted to know how traffic and the ability to cross 32nd at Rosebud could be addressed. There was discussion of ways to shorten the queuing of left turn movements at King Avenue as it seems those create the greatest difficulty at the Henesta and Rosebud intersections.

It was pointed out that a site design would be part of the approval process and that all of these things would be discussed with the City.

One of the owners of an adjacent unit had several questions related to fee structures and property taxes. Dan McComish agreed to work directly with this owner to get her questions answered.

I have been contacted by four other parties that were not able to attend this meeting. Three were in support and one was opposed.

Should you have additional questions regarding the meeting, please do not hesitate to contact me directly.



NOTES

1.

PRELIMINARY
NOT FOR CONSTRUCTION

FILE LOCATION: S:\USERS\JOHN MARANCIK\MCCOMISH LOT\SAN-D-P001-1.DWG LAST SAVED BY: jmarancik 8/24/2012 8:41 AM PLOTTED BY: John J. Marancik 8/24/2012 8:41 AM Tab:SAN-D-P001-2 Rev A

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS, INC.
BILLINGS MONTANA

NO	REVISION	DATE	BY	APR
A	ISSUED FOR REVIEW	8/23/12	JJM	RLM

REZONING REQUEST
BILLINGS MONTANA

ENGINEERING RECORD		DATE
DRAWN	JJM	08/21/12
DESIGNED	RLM	08/21/12
CHECKED	CHK	DATE
APPROVED	APPR	DATE
DWG SCALE: 1:16	PLT SCALE: 1:2	

NEW SANDWICH SHOP
32nd STREET AND ROSBUD DRIVE
EXISTING PLOT PLAN

DWG. NAME: SAN-D-P001-2 | REVISION NO : A

ATTACHMENT A - Answers to Questions in Application Packet:

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

Answer 1.A. - It is important that the proposed use at 3225 Rosebud is in accord with the City's Growth Policy as this plan was a community vision that is the guideline used by the City in insuring that land use is compliant with policy. Our proposal is highly compliant with the Growth Policy for the following reasons:

a. First, although the Rose Unit property is currently Residential Multi-Family the specific Unit 16 of this PUD was originally set aside as a church site, later amended for day care use. As such, Unit 16 was planned to be a common benefit to the community. Since the building has been vacant for years and is in a state of disrepair, it is arguable that a sandwich shop as proposed is a reasonable modification of use that will benefit residents in the same manner as did the property's past use. All City services exist at the site. RE: Community Goals and Objectives for Land Use No. 4

b. The proposed use is compatible with the character of adjacent lots, including the Holiday MiniMart, Sweetheart Bakery Outlet and Dairy Queen. An additional local eatery will allow immediate residents to periodically walk to the shop rather than drive to more remote locations in order to have a variety in food choices. RE: Community Goals and Objectives for Land Use No. 2

c. The proposed use is compatible with the goal for self-contained neighborhoods and live-work environment. An additional local eatery will provide this greater diversity and for a large local populous. It even will allow immediate residents to periodically walk to the shop rather than drive to more remote locations in order to have a variety in food choices. The presence of the sandwich shop provides affordable and accessible food. RE: Community Goals and Objectives for Land Use No. 6 and Community Health Element No. 2.

d. The proposal addresses a deficiency in the character of the existing property, helping to maintain the quality and character of a clean, vibrant area where people wish to live. RE: Community Goals and Objectives for Economic Development No. 11 and Aesthetics Element No. 1.

The location proposed is also consistent with the City's goal of "urban nodes" where commercial and residential mixed use properties exist. This urban node was part of the original planning for the Harvest Subdivision.

Question 1.B – Explain your need for the intended zone change and why the property cannot be used under the existing zoning. Explain how the new zoning will fit in with the existing zoning and land uses of the immediate area.

Answer 1.B. – The existing zoning of this PUD Unit is Residential Multi-Family; the allowed use for this property was previously amended through a special use application to all use as a child day care. Operation of a sandwich shop is not allowed within this zoning. As mentioned above, the immediate area includes a strip mall with restaurant and other retail shops, the Holiday Gas and MiniMart, Dairy Queen Restaurant and Sweetheart Bakery Outlet. It is our belief that the sandwich shop is highly compatible with the area.

OUR **PROPOSAL** TO **SAVE THE BILLINGS**

SEPTEMBER 10, 2012

PICKLE BARREL SANDWICH SHOP

SOME HISTORY

Most long-term residents of Billings know and love the Pickle Barrel Sandwich Shop. It operated for over 15 years until financial difficulties of the prior owners resulted in its closure about 5 months ago. It has been a local icon famous for great food and value.

LOCATION DETAILS

The Pickle Barrel operated at 13th Street West and Grand Ave. The McComish Family has an agreement with the past owner to acquire the business assets and the restaurant franchise license. Unfortunately, the owners of the previously leased past location have other plans for their property; thus, the need for finding a great new location.

A search of practical locations in Billings for relocation of the business was completed. Through this effort, we believe the former day care structure at 3225 Rosebud Drive will be an ideal location. We are committed to make the construction and operation of this business highly compatible with the needs of the Homestead community.

ADDITIONAL PROPOSAL DETAILS

- About Us
- Venue
- Neighborhood Concerns
- Hours of Operation

OUR GOALS ⇔ YOURS

About the McComish Family

Our family has been long term business owners in the Billings area for over 25 years. We are strong supporters of the community, serve on non-profit boards and the Downtown Billings Business Assn. Our original home in Bilings was on Myrtle Drive, just east of the proposed sandwich shop location.

Venue Details

The current property is an eyesore for the community. The building and grounds would be completely updated to a modern, attractive facility. Plans would be presented to the neighboring property owners for review and comment. Signage would be appropriate and attractive for the location.

Although the food at the Pickle Barrel is the main attraction, it is intended that the culture and "feel" will be trendy, youthful and environmentally conscious. Plans will include an outdoor seating area in front, maintaining the disabled access ramp.

Hours of Operation

Hours of operation for the sandwich shop are anticipated to be 10:00 am to 8:00 pm Monday thru Sunday.

Neighborhood Concerns

We are aware that parking for residents in the Rose Assn. unit is a concern. To improve the existing site, the fenced area along 32nd Street would be replaced with 10 additional parking spaces. An agreement with residents for shared parking would be reached.

All plans will be openly communicated with residents. This proposal will only be successful if we are sensitive and honest with each other.

FAMILY BUSINESS

Contact: Richard McComish

1922 Stillmeadow Drive

Cell: (406) 672-5307

Email: dick.mccomish@eciblgs.com

OUR STATUS

1. *Bank has accepted conditional offer On the 3225 Rosebud building*
2. *City Planning has been contacted. Planned Unit Development and Condominium rules will require a zone change for restaurant use.*

OUR REQUEST

3. *The City Planning Dept. requires that property owners within 350 feet provide their written agreement to proceed with the zoning review.*

YOUR AGREEMENT TO SIGN THE APPLICATION IS NOT AN INIDICATION OF APPROVAL OF ANY ZONE CHANGE OR THE BUSINESS PROPOSAL; IT WILL SIMPLY BE THE ASSURANCE TO THE CITY THAT THE REVIEW PROCESS AND COMMUNITY MEETINGS SHOULD PROCEED. THERE WILL BE A COMPLETE, FORMAL REVIEW AND YOU WILL VOTE FOR OR AGAINST THE PROPOSAL AT THE END OF THE PROCESS.

Appian Way

The
Pickle Barrel

Attachment D
Letters of Support and Opposition

Cromwell, Nicole

From: Deines, Tammy
Sent: Monday, October 29, 2012 8:06 AM
To: 'staudingerp@bresnan.net'
Cc: Cromwell, Nicole
Subject: FW: Pickle Barrel

Good morning,

Thank you for your input on the zoning application for the proposed Pickle Barrel. I have forwarded your note below to Zoning Coordinator Nicole Cromwell to be included in the Zoning Commission packets.

Tammy Deines,Planning Clerk
Planning & Community Services Department
510 North Broadway
4th Floor Parmly Library
Billings, Montana
247-8610

-----Original Message-----
From: phil staudinger [mailto:staudingerp@bresnan.net]
Sent: Sunday, October 28, 2012 11:04 AM
To: Deines, Tammy
Subject: Pickle Barrel

Tammy Deines

This is to inform you we are in favor of having the zone changed so the developer can have the pickle barrel in the proposed location. This would be a great asset to this area by increasing more choices of places to enjoy good food.

We live in the Timbers Townhouse's just to the West.

Judy and Phil Staudinger
Unit G-2

Cromwell, Nicole

From: Connie Luck <luckcon@bresnan.net>
Sent: Saturday, October 27, 2012 10:53 AM
To: Astle, Mark; Cromwell, Nicole
Subject: Zone change for 3225 Rosebud Lane

Councilman Astle:
Nicole Cromwell, Planning Dept.

Our neighborhood has received notice of a request for zoning change at 3225 Rosebud Lane. I would ask you to look into this change carefully as there is a problem of parking and traffic congestion, for this Pickle Barrel since that area was never intended for anything other than Residential Multi-Family. A church originally occupied 3225 and the owner was later granted a variance to put in a day care center with a small play yard. According to Ms. Cromwell at City-County Planning, an illegal access was installed at some point off of 32nd St. West. 32nd and Rosebud is already a very congested corner, with delivery trucks and customers coming and going from Holiday Service Station. Yesterday, at 2:30ish, as I was attempting to make a left turn from Rosebud headed east, onto 32nd, 2 cars and a truck trying to get to the Holiday Station, were backed up on 32nd waiting for me to finally get clear traffic to make my left. Traffic uses the left turn lane going south for a passing lane so it is pretty tricky to get on that street. Trucks consistently park along both sides of Rosebud which makes for a very narrow street at times. Owners of the condos and townhomes in the area also use the streets near there for parking. Also, I have concerns over how the garbage truck will access that site. A restaurant produces a large amount of garbage and will obviously need at least 1 dumpster.

Something I also noticed on the county website is 3225 Rosebud has never been assessed taxes or paid taxes. I realize when it was used as a church there would have been an exemption for that but was that exemption passed on to a private day care?

I would ask that you visit this site during business hours and give a fair assessment for the problems that will arise as a result of a zone change for that lot.

Thank you,
Connie Luck
3295 Granger Ave. E. #30
Billings, MT 59102

PETITION AGAINST CITY ZONE CHANGE
ZONE CHANGE #906
GENERAL LOCATION: 3225 Rosebud Drive

WE, the undersigned are against the above proposed zone change:

NAME (PRINT)	SIGNATURE	PROPERTY OWNED (ADDRESS)
Willard Weisser	Willard Weisser	3295 Granger East #23 Billings MT 59102
Beverly Hoff	Beverly Hoff	3295 Granger East #9 Billings, MT 59102
Ruby K. Tuesday	Ruby K. Tuesday	3295 Granger East #25 Billings, MT 59102

Received Time Oct. 29. 2012 7:04AM No. 7596

Oct. 24. 2012 3:49AM

PETITION AGAINST CITY ZONE CHANGE
ZONE CHANGE # 906
GENERAL LOCATION: 3225 Rosebud Drive

WE, the undersigned are against the above proposed zone change:

NAME (PRINT)	SIGNATURE	PROPERTY OWNED (ADDRESS) & Concerns!
Kersti J. Nyors	Kersti J. Nyors	3295 Granger Ave E #27 Safety - Traffic Patterns - Accidents
Katie Hendrickson	Katie Hendrickson	Apt #28 Traffic Congestion
Phyllis Cornell	Phyllis M. Cornell	3295 Granger Ave #11 (No parking) Traffic
CATHIE KAUTZ	Cathie Kautz	#17 - Traffic
Connie Luck	Connie Luck	3295 Granger Ave E. #30 Note sufficient on site parking

Please note protests against a zone change for property more than 150 feet from the zone change property will not trigger a "valid protest" vote by the City Council.

Pickle Barrel

To Mr Astle

Good Morning!

Just wanted to introduce myself. Kersti Noyes. I am an owner of a townhome at Wheatland Townhomes located at 3295 Granger Ave. East. I am concerned about the proposed zoning change in our neighborhood. I am faxing some signatures to Nicole along with my own opposing these changes.

I feel that the traffic flow/congestion along with safety concerns is at the root of my disagreement. The intersection at 32nd and Rosebud is very congested and hard to get on/off of. The next intersection at 32nd and Henesta is even harder with traffic backed up all the way down 32nd Street. In addition, there are people going South that have 3 lane options-left, straight, right. I believe having another business on the opposite end of this and trying to access their services would make this congestion even worse. Remember, there is a school in the neighborhood-so our children's safety should be a priority also. It may be necessary to think about a stop sign in the near future at 32nd and Rosebud!!

I would hope that the business would grow so have they considered the impact this will have?-more traffic/parking/delivery of goods and services/garbage pickup??

This business should look at other locations that are more easily accessible and not tucked away in a neighborhood that is already having traffic control and safety issues on the busy 32nd Street Corridor!!!

Thank you for your time and attention to this matter-Please investigate and help us as you look at proposed zoning changes in a primarily residential neighborhood!

Sincerely,
Kersti Noyes

PETITION AGAINST CITY ZONE CHANGE
ZONE CHANGE # 906
GENERAL LOCATION: 3225 Rosebud Drive

WE, the undersigned are against the above proposed zone change:

NAME (PRINT)	SIGNATURE	PROPERTY OWNED (ADDRESS)
Cheri Johnson		3295 Granger Avenue E. Unit # 19 Billings, MT 59102

Please note protests against a zone change for property more than 150 feet from the zone change property will not trigger a "valid protest" vote by the City Council.
Preliminary Review = Monday, October 29, 4 pm, Parmly Library, 4th Floor, Large Conference Room
Zoning Commission hearing = Wednesday, November 7, 4:30 pm, 2nd Floor, City Hall
City Council hearing = Monday, November 26, 6:30 pm, 2nd Floor, City Hall
Protest Petition must be received by the Planning Department by 5:00 pm on Friday, November 23.

11282012

Re: Pickle Barrel Proposed Site

City of Billings,

This letter is to express my approval for the zone change to allow the Pickle Barrel Sandwich shop to be allowed to have their business on Rosebud and 32nd Street West.

My business, Fiberworks is located in close proximity to the proposed location. I encourage and support small business, and I think that a sandwich shop would be great for this location. We are a "neighborhood" commercial area and I think this business would fit well with the other businesses in the area. If you have any questions or would like to contact me, please feel free to do so.

Sincerely,

Laura Heine
Fiberworks (Quilt Girl LLC)
3213 Henesta Drive
Billings, MT 59102
406-656-6663

Tuesday, December 04, 2012

3130 Myrtle Drive

Billings, Montana

Topic: Approval of zoning to move forward with the Pickle Barrel

I live right down the street from the original church/daycare, the property that is being considered for improvement to a sandwich shop. I can only agree with anything that would take that eye sore off 32nd street. I believe anything would be better than what is there now; I am totally in favor of improving this property. I understand from a neighbor, traffic is an issue....to which I can say, are you kidding me, 32nd has and will be a major hub street today and for years to come.....if folks didn't want traffic on 32nd street that should have been stopped years ago, not now.

I urge you to move Billings forward by voting in favor of allowing The Pickle Barrel to be our neighbor.

Thank you, Dale Davis, 3130 Myrtle Drive, Blgs. 59102, 672-5733

Dale Davis, Home owner

SANDERSON STEWART

TRAFFIC IMPACT STUDY

FOR

PICKLE BARREL RESTAURANT

BILLINGS, MONTANA

PREPARED FOR
DICK MCCOMISH
ELECTRICAL CONSULTANTS, INC.
3521 GABEL ROAD
BILLINGS, MT 59102

NOVEMBER 2012
76176.86

SANDERSON STEWART

TRAFFIC IMPACT STUDY

PICKLE BARREL RESTAURANT

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Appendix B – Capacity Calculations – Existing

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INTRODUCTION

This traffic impact study summarizes the potential impacts of the proposed development of a Pickle Barrel Restaurant in Billings, Montana. The proposed project is located on the northwest corner of the intersection of 32nd Street West and Rosebud Drive on the west end of Billings.

The purpose of this traffic impact study (TIS) is to assess the impacts that this development may have on the surrounding transportation system, and to provide recommendations to mitigate any impacts identified. The methodology and analysis procedures used in this study employ the latest technology and nationally accepted standards in the area of site development and transportation impact assessment. Recommendations made in this report are based on professional judgment and these principles.

SITE LOCATION AND DESCRIPTION

The proposed project would consist of redevelopment of the existing day care building located on the northwest corner of 32nd Street West and Rosebud Drive. The project site is located on Lot 2, Block 28 of Harvest Subdivision, 3rd Filing, which is shared with several existing residential condominiums. The site is bordered by 32nd Street West to the east, Rosebud Drive to the south and existing residential development to the north and west. Figure 1 shows the vicinity of the proposed development.

The site currently consists of a 2000 square-foot day care building and 15 residential condominium units. The condo units are occupied, but the day care is currently vacant. Pending a zone change application, the vacant day care building will be remodeled for the Pickle Barrel Restaurant. The new restaurant will have approximately 2000 square feet of interior space and an outdoor patio estimated at approximately 500 square feet. The site is accessed by an existing driveway along Rosebud Drive, as well as a direct access to 32nd Street West on the north side of the restaurant. Because of the location of the customer parking and the building entrance on the south side of the building, it is likely that most of the customer traffic would enter via the Rosebud access. When the Rosebud intersection is congested, it is possible that some drivers will use the 32nd Street access instead, particularly to exit the site. Figure 2 shows the proposed site layout.

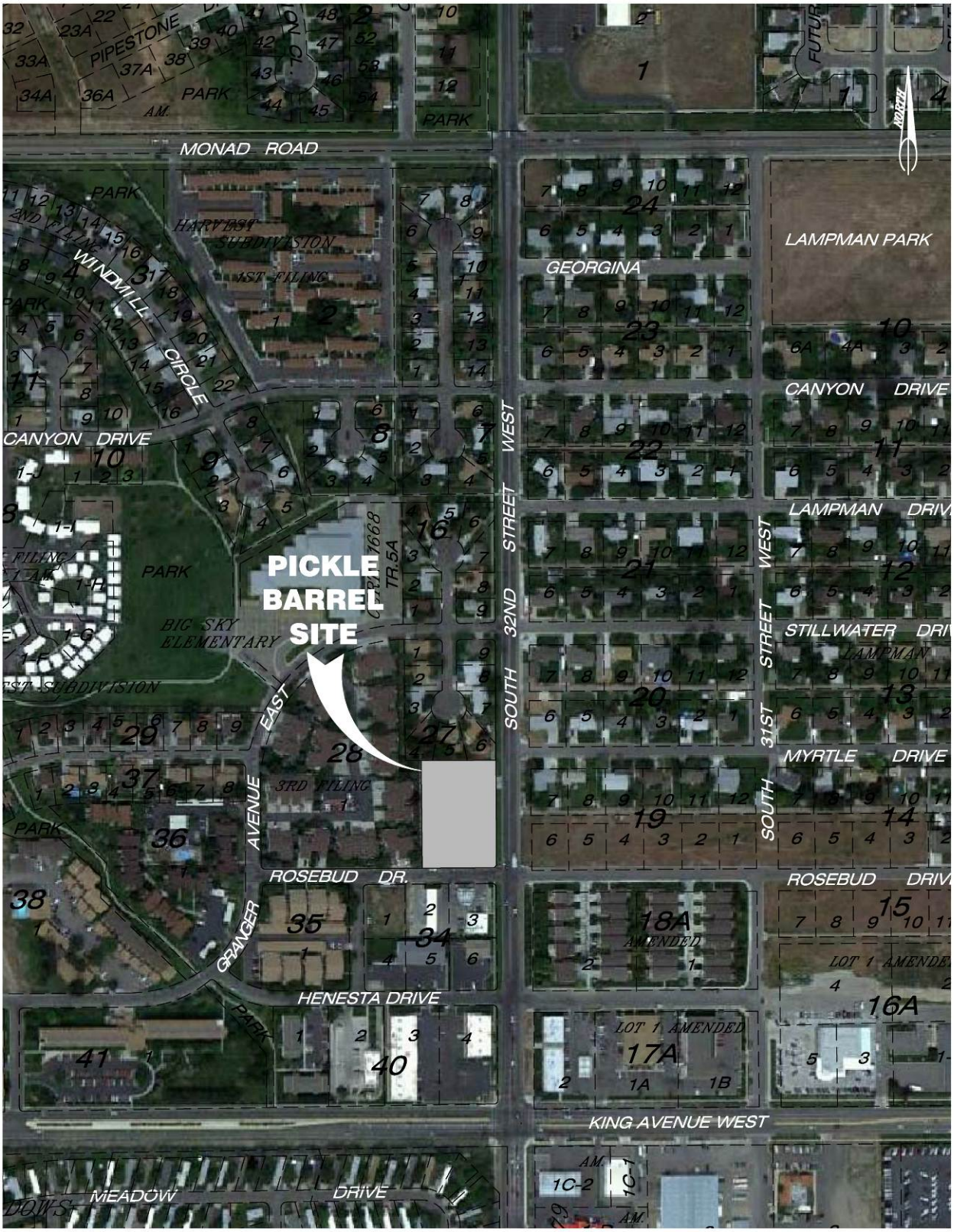

FIGURE 1: SITE LOCATION

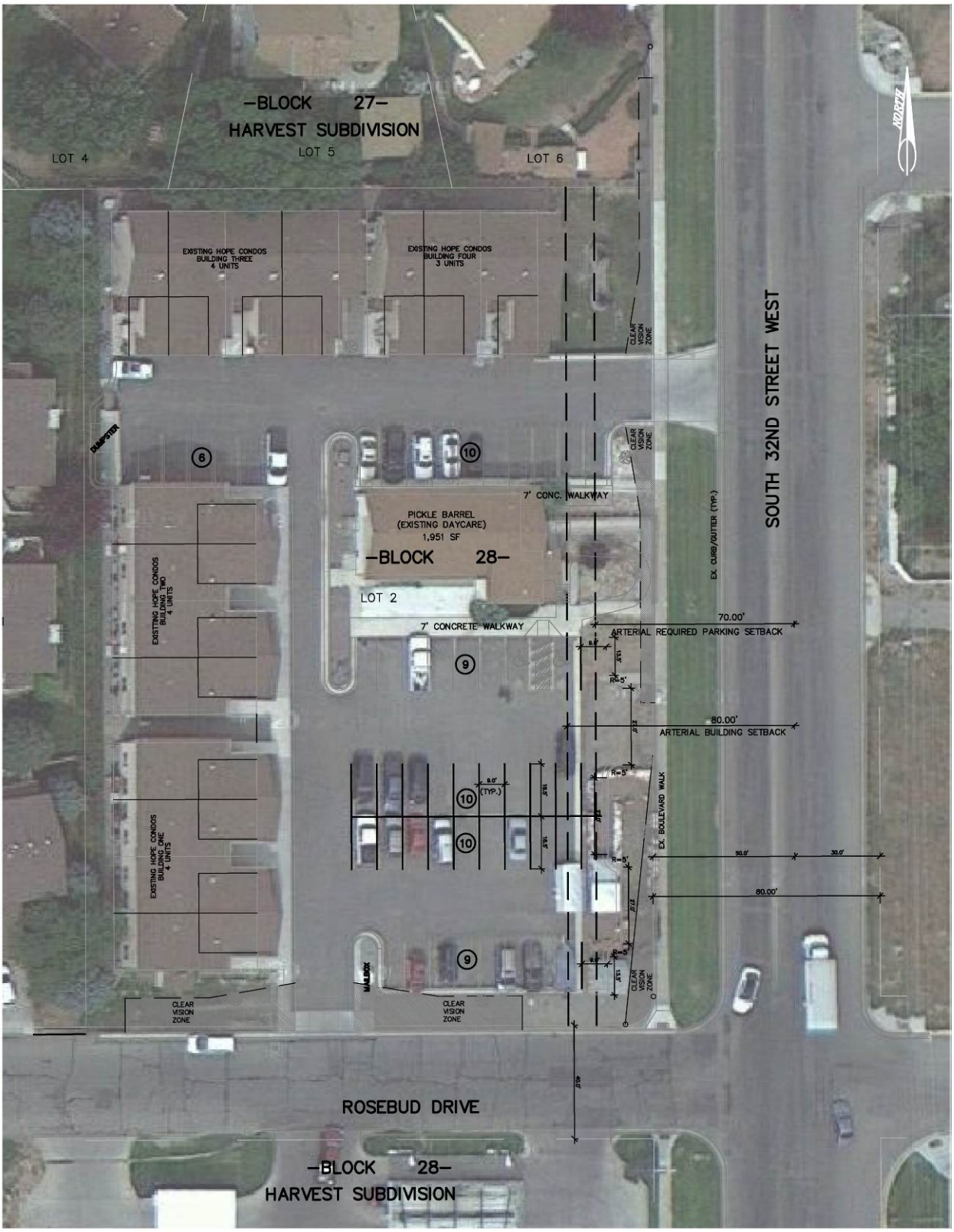

FIGURE 2: SITE LAYOUT

EXISTING CONDITIONS

Streets

The proposed redevelopment of the Pickle Barrel site may have a direct impact on the adjacent streets and intersections. The following paragraphs describe the existing area roadways that are most likely to be affected by the traffic volumes generated by this development.

32nd Street West

Classified as a principal arterial in the City of Billings functional classification system, 32nd Street West provides north-south access from Hesper Road at the south end to Broadwater Avenue where it becomes Zimmerman Trail and continues to the north side of the Rimrocks where it intersects US Highway 3 west of the airport. Near the project vicinity, 32nd Street West has a three-lane cross section with a two-way left-turn lane and traffic signals at major intersections. Traffic count data recently collected by the City of Billings shows Average Annual Daily Traffic (AADT) volumes of 16,600 vehicles per day (vpd) in August 2012 and 15,500 vpd in November 2012. The posted speed limit on 32nd Street West is 35 mph.

Rosebud Drive

Rosebud Drive is classified as a local street in the Billings functional classification system. It provides access to primarily residential properties located on both the west and east sides of 32nd Street West. Rosebud Drive is a two-lane roadway with stop control at 32nd Street West and uncontrolled intersections within the neighborhoods on either side. There is not a posted speed limit on 32nd Street West, but it is generally considered to be 25 mph, as with all local residential streets.

King Avenue West

King Avenue West is classified as a principal arterial in the Billings functional classification system. It provides east-west access between the West Billings Interstate 90 Interchange and its terminus near 80th Street West on the far west end of the Billings area. Within the vicinity of 32nd Street West, King Avenue West consists of a five-lane section with raised median and provides access to a mix of commercial and residential development. Traffic volumes on King Avenue West range from approximately 10,000 vpd near 32nd Street West to 25,000 vpd near 24th Street West where the

commercial traffic increases significantly. King Avenue West has a posted speed limit of 35 mph near the project vicinity.

Monad Road

Monad Road is classified as a minor arterial in the Billings functional classification system. It provides east-west access from Shiloh Road on the west end to Moore Lane near its intersection with Laurel Road on the east end. It generally consists of a single lane in each direction with dedicated turn lanes at major intersections. Monad Road has a posted speed limit of 35 mph.

Intersections

The following paragraphs describe the existing area intersections that are most likely to be impacted by the redevelopment of the proposed Pickle Barrel site.

32nd Street West & Rosebud Drive

The intersection of 32nd Street West and Rosebud Drive is a two-way stop-controlled intersection with stop signs located on the eastbound and westbound Rosebud Drive approaches. The northbound and southbound approaches consist of dedicated left-turn lanes provided by the newly striped two-way left-turn lane. The eastbound and westbound approaches provide a single lane for all movements, although adequate width is available for a right-turning vehicle to get around another vehicle waiting to turn left.

32nd Street West & King Avenue West

The intersection of 32nd Street West and King Avenue West is controlled by an existing fully-actuated traffic signal. The northbound and southbound approaches consist of three separate approach lanes to accommodate left-turn, thru, and right-turn movements. The westbound approach consists of a dedicated left-turn lane, two thru lanes, and a dedicated right-turn lane. The eastbound approach consists of a dedicated left-turn lane, one thru lane and one shared thru/right-turn lane. The existing traffic signal provides for protected/permitted left-turn phasing for all approaches with an overall peak-hour cycle length of approximately 100 seconds.

32nd Street West & Monad Road

The intersection of 32nd Street West and Monad Road is also controlled by a fully-actuated traffic signal. The northbound, southbound, and eastbound approaches all consist of a dedicated left-turn lane and a shared thru/right-turn lane. The westbound approach has three separate lanes for left-turn, thru and right-turn movements. The existing traffic signal provides for protected/permitted left-turn phasing for the northbound and southbound approaches, but does not provide a protected phase for eastbound or westbound left-turn movements. The overall peak-hour cycle length was measured to be approximately 80 seconds.

Traffic Volumes

Existing weekday noon and PM peak hour turning movement counts were collected for the study area intersections in November 2012. The noon peak hour was assumed to be from 12:00 to 1:00 PM and the PM peak hour was assumed to be from 4:30 to 5:30 PM. MDT seasonal adjustment factors for the month of November were applied to the existing traffic volumes. Figure 3 summarizes the peak hour turning movement volumes, and detailed traffic count data are included in Appendix A.

Intersection Capacity

Capacity calculations were performed for the study area intersections using Synchro 8 (Version 8.0.802.685), which is based on *2010 Highway Capacity Manual* (*HCM2010*) methodologies. The *HCM2010* defines level of service (LOS) as "a quality measure describing operational conditions within a traffic stream, generally in terms of such service measures as speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience." LOS is a qualitative measure of the performance of an intersection with values ranging from LOS A, indicating good operation and low vehicle delays, to LOS F, which indicates congestion and longer vehicle delays.

The City of Billings generally considers LOS C as the minimum standard for acceptable peak hour intersection operations. As shown by the results in Table 1, most of the study area intersection approaches currently operate at LOS C or better during both the noon and PM peak hours. The one exception is the eastbound approach to the intersection of 32nd Street West and Rosebud Drive, which currently operates at LOS F during both peak periods. Detailed capacity calculation worksheets for existing conditions are provided in Appendix B.

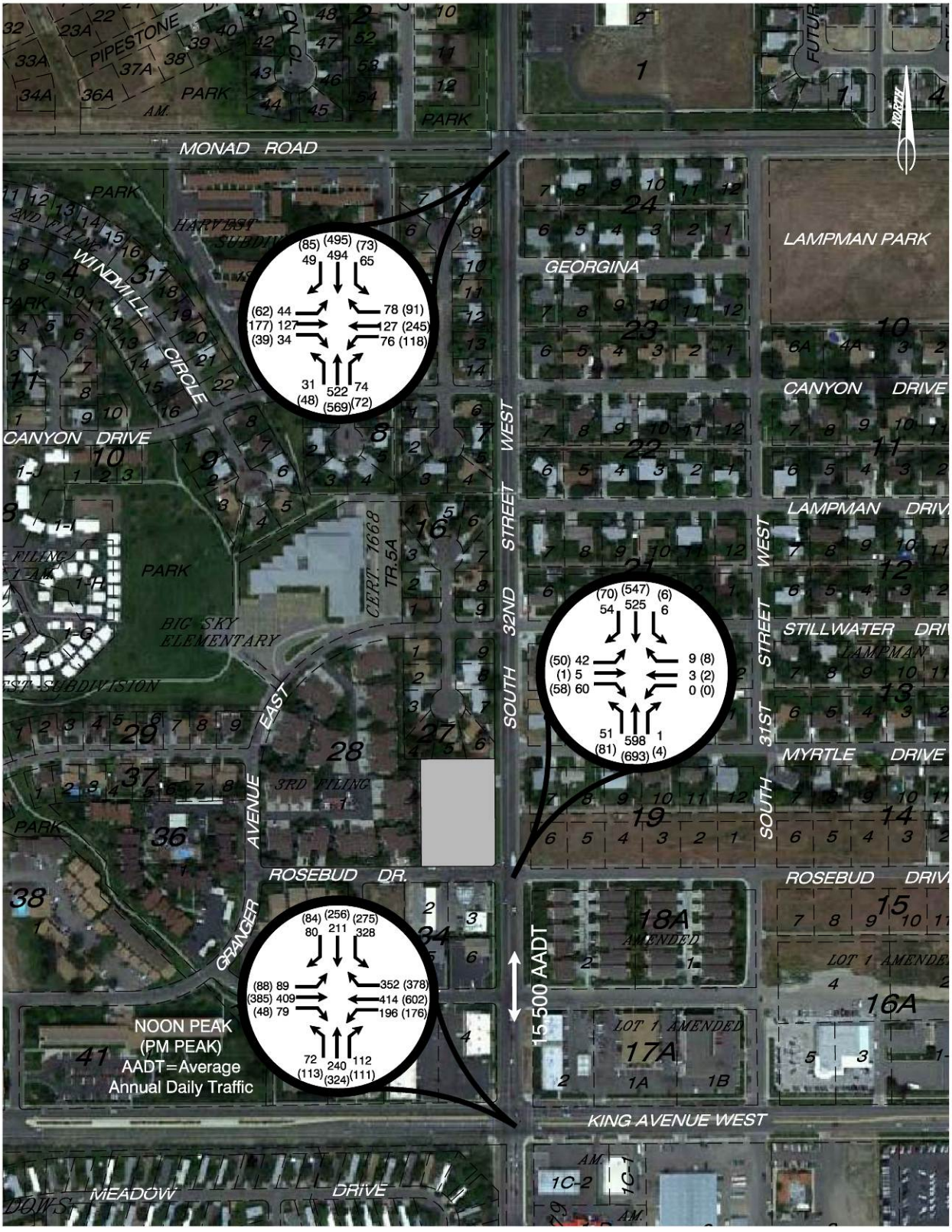

FIGURE 3: EXISTING TRAFFIC VOLUMES

Table 1. Capacity Calculation Summary - Existing Conditions

Intersection	Approach	Existing (2012)			
		Noon Peak		PM Peak	
		Avg Delay (s/veh)	LOS	Avg Delay (s/veh)	LOS
Intersection Control		*Traffic Signal*			
Monad Rd & 32nd St W	EB	26.2	C	26.5	C
	WB	26.3	C	27.6	C
	NB	13.7	B	21.8	C
	SB	11.5	B	18.5	B
	Intersection	16.3	B	22.6	C
Intersection Control		*Stop Control*			
Rosebud Dr & 32nd St W	EB	131.0	F	793.9	F
	WB	21.6	C	32.9	D
	NB	0.7	A	1.0	A
	SB	0.1	A	0.1	A
	Intersection	11.6	--	67.0	--
Intersection Control		*Traffic Signal*			
King Ave W & 32nd St W	EB	31.5	C	31.2	C
	WB	32.0	C	34.0	C
	NB	29.1	C	32.6	C
	SB	22.0	C	23.0	C
	Intersection	28.9	C	30.9	C

TRIP GENERATION

An accurate estimate of site-generated traffic must be made in order to analyze the impacts of a new development. The most common source for determining trip generation rates is *Trip Generation*, *8th Edition*, published by the Institute of Transportation Engineers (ITE). The land use categories available in this manual that would be the closest to the characteristics of a Pickle Barrel Restaurant would be the Fast-Food Restaurant with Drive-through Window (ITE Land Use 934) and the High-turnover (Sit-down) Restaurant (ITE Land Use 932). Through discussions with the City of Billings Engineering Department it was agreed that neither of these categories fully represent a sandwich shop like the Pickle Barrel, which does not have a drive-through window and where customers order at the counter and then sit down or take the food to go. It was anticipated that the trip generation characteristics of this type of restaurant would fall somewhere between the trip generation rates of a fast-food restaurant and a high-turnover sit-down restaurant.

Therefore, trip generation data was collected at two local restaurants that are similar in nature to the Pickle Barrel. The selection of restaurants was approved ahead of time by the City of Billings Engineering Department and included the Pita Pit Restaurant on Grand Avenue (west of 24th Street West) and the Spicy Pickle Restaurant on 24th Street West (south of King Avenue West). As shown by the results provided in Appendix C, trip generation data was collected during both of the peak periods used for this study, the weekday noon peak hour and the weekday PM peak hour. Data was also collected during the Saturday noon peak hour at the Pita Pit and has been provided for comparison purposes even though this peak hour was not considered for further analysis.

The resulting noon and PM peak hour trip generation rates were then used to estimate the number of trips that will be generated by the proposed Pickle Barrel Restaurant, as shown in Table 2 below. In order to be conservative, the maximum peak hour trip generation rate of the two restaurants discussed above was used to estimate the peak hour trip generation for the Pickle Barrel, as opposed to using the average of the two. The Spicy Pickle data was higher for the weekday noon peak hour, but the Pita Pit was higher for the weekday PM peak hour. The average weekday rate shown in Table 2 was based on the proportion of average weekday and PM peak hour trip generation estimates in the ITE Trip Generation manual.

Table 2. Trip Generation Summary

		Average Weekday			Noon Peak Hour			PM Peak Hour		
Land Use	**Units**	**total**	**enter**	**exit**	**total**	**enter**	**exit**	**total**	**enter**	**exit**
Pickle Barrel Restaurant	2.50	310	155	155	75	37	38	21	11	10
Internal Capture	0%	0	0	0	0	0	0	0	0	0
Pass-by Trips	43%	133	67	66	32	16	16	9	5	4
Alternate Mode (External)	0%	0	0	0	0	0	0	0	0	0
New External Personal Vehicle		177	88	89	43	21	22	12	6	6
Billings Sandwich Shop Counts (See attached data)		Units = 1000 SF Gross Floor Area								
Average Weekday:			Average Rate = 124.03				(50% entering, 50% exiting)			
Weekday Noon Peak Hour:			Average Rate = 30.00				(49% entering, 51% exiting)			
Weekday PM Peak Hour:			Average Rate = 8.46				(53% entering, 47% exiting)			

In order to estimate the net number of new trips made by personal vehicles external to the site, adjustments should often be made to account for internal capture trips, pass-by trips and trips made

by alternate modes. Internal capture trips are those that are made from one on-site development to another using internal roadways. Mixed-use developments often have a high number of internal trips made between the various land uses. For this site in particular, it is possible that internal trips would be generated between the residential condos and the Pickle Barrel Restaurant, but these trips are not expected to make up a significant portion of the average weekday trips and were therefore not accounted for in this analysis.

Pass-by trips are trips made to a development as a secondary destination, but the primary trip path is on the adjacent street system. Commercial developments often generate a significant amount of pass-by trips. As shown in Table 2, pass-by rates were estimated for the restaurant based on data summarized in the ITE *Trip Generation Handbook, 2nd Edition.* The pass-by rate used for the Pickle Barrel restaurant was the lower (and more conservative) of the rates provided for fast-food restaurant with drive-through window and high-turnover sit-down restaurant.

Typically, it is also important to estimate the number of new trips that would be made by alternate modes of travel (pedestrian, bicycle and transit). These trips would not involve new external personal vehicles accessing the site. The Pickle Barrel site will likely generate quite a bit of pedestrian and bicycle traffic from nearby residential neighborhoods, but it is not anticipated that it would have a significant effect on the results of this analysis. In order to add a measure of conservatism to the study, no reductions were made for alternate mode trips.

Table 2 provides a breakdown of each of these trip types. Results of this analysis show that the redevelopment of the proposed Pickle Barrel site would generate approximately 310 new personal vehicle trips during the average weekday (combination of new external trips and pass-by trips). Approximately 75 (37 entering and 38 exiting) of those trips would be generated during the noon peak hour and 21 (11 entering and 10 exiting) would be generated during the PM peak hour.

Comparison to Other Land Use Scenarios

As noted previously, it was anticipated that the trip generation rates for the Pickle Barrel Restaurant should fall somewhere in the middle of what would have been estimated using either of the restaurant land uses available in the ITE Trip Generation manual (fast-food restaurant with drive-through window or high-turnover sit-down restaurant). Therefore, it is relevant to compare the

results of the trip generation data collection effort to determine if that was indeed the case. The ITE Trip Generation manual does not include data specifically for the noon peak hour, but a general comparison can be made for the PM peak hour data. The PM peak hour rate estimated for the Pickle Barrel Restaurant in Table 2 is on the same order of magnitude as the PM peak hour average rate for a high-turnover sit-down restaurant in the ITE manual (8.46 vs. 11.15). Interestingly, the noon peak hour rate shown in Table 2 is very close to the PM peak hour rate for fast-food restaurant with drive-through window in the ITE manual (30.00 vs. 33.84). What this tells us is that the trip generation data collection effort completed for this analysis produced reasonable results compared to the ITE data. However, had we used the ITE data, we would not have been able to adequately estimate trips generated during the noon peak hour, which clearly represents the worst-case scenario for a sandwich shop located on Billings' West End.

It is also relevant to compare the trip generation estimates for the Pickle Barrel Restaurant to the original day care center land use. This site was previously approved for a 2000 square-foot day care center for up to 72 children under the current zoning designation. The ITE Trip Generation manual shows that a Day Care Center (ITE Land Use 565) could be estimated to generate 12.46 trips per 1000 square feet of gross floor area or 0.82 trips per student in the PM peak hour. Based on gross floor area, the Pickle Barrel Restaurant will generate very close to the same number of trips during the PM peak hour (25 trips for the day care vs. 21 trips for the Pickle Barrel). If trip generation for the day care were estimated using the rate based on number of students, we would see a significantly higher number of trips for the day care center (59 trips for the day care vs. 21 trips for the Pickle Barrel). Either way, this analysis shows that the Pickle Barrel Restaurant should generate the same or fewer trips than the previous land use of day care center.

TRIP DISTRIBUTION

Trip distribution is an estimate of site-generated trip origin and destination locations, which can be determined by several methods from computerized travel demand models to simple inspection of existing traffic volumes. For this study, the trip distribution was primarily based on the distribution of existing traffic volumes at the study area intersections and existing driveways, as well as the location of regional highways and commercial areas. Although a portion of the traffic generated by the site will use the driveway north of the proposed Pickle Barrel building, for the purposes of this

analysis, it was assumed that this driveway would primarily be used by employees accessing the back of the building during non-peak periods. The noon and PM peak hour traffic generated by the site is expected to be made up entirely of customer traffic and would therefore access the site via the Rosebud driveway. The trip distribution for the proposed development is illustrated in Figure 4.

TRAFFIC ASSIGNMENT

Traffic assignment is the procedure where site-generated vehicle trips are assigned to the study area intersections and site access driveways. The assignment of site-generated traffic is based on the development's trip distribution, physical attributes of the development site, and the surrounding street system. Based on this approach, the site-generated trips were assigned to the study area roadway network as illustrated in Figure 4.

TRAFFIC IMPACTS

Existing + Project Traffic Volumes

Existing + Project traffic volumes represent an estimate of the traffic volumes forecasted to be on the street network at the time period when the site is expected to be reconstructed. The resulting combination of existing traffic volumes and the new site-generated traffic volumes is illustrated in Figure 5. Because the redevelopment of the site is expected to occur in the immediate future, it was not necessary to consider future background traffic growth in this analysis.

Existing + Project Capacity Analysis

Existing + Project intersection operations were evaluated using the same methodologies discussed in the evaluation of existing conditions. The LOS analysis is based on the Existing + Project traffic volumes shown in Figure 5, utilizing existing intersection geometry and traffic control at all intersections. Table 3 summarizes the noon and PM peak hour Existing + Project LOS at the study area intersections. The results for existing conditions are also provided for comparison purposes.

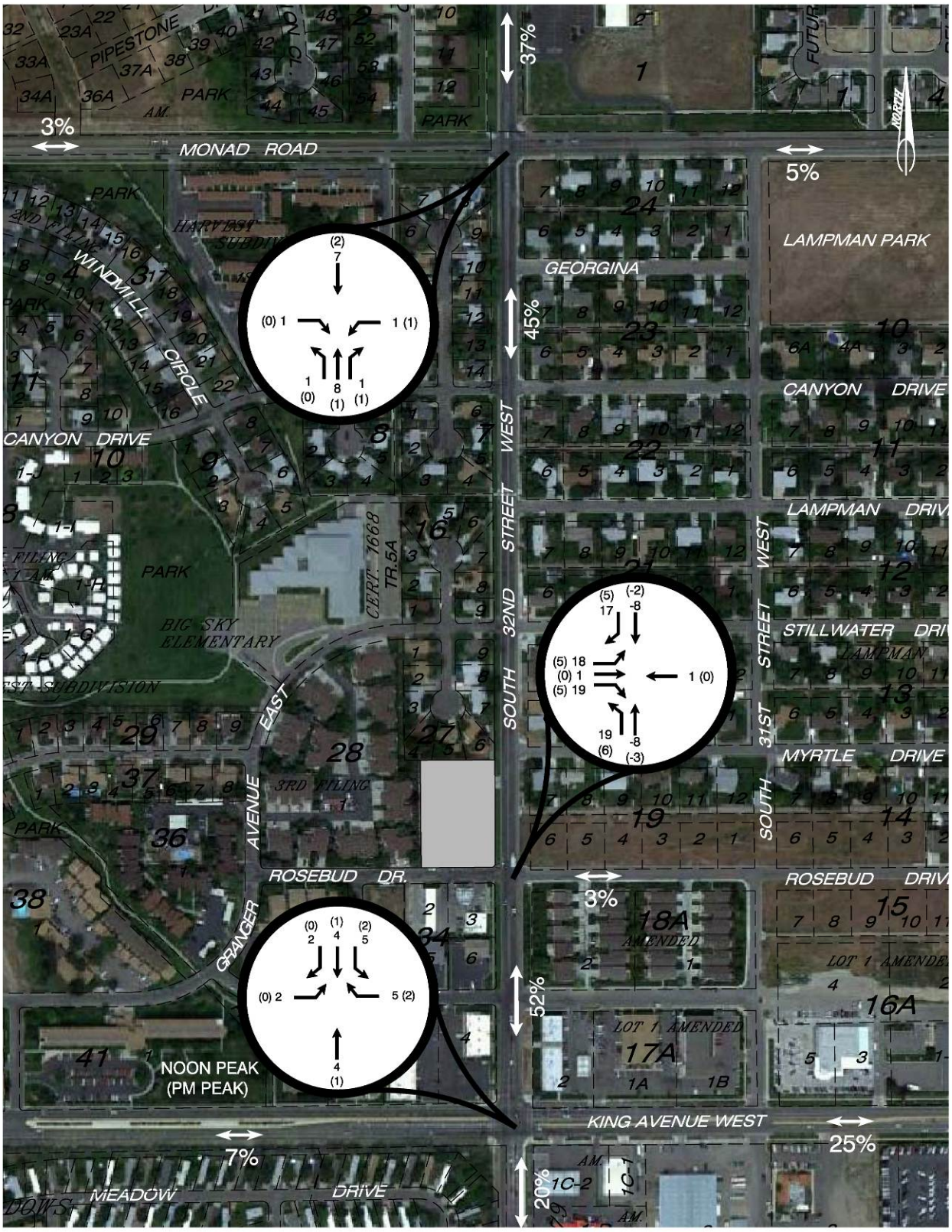

FIGURE 4: TRIP DISTRIBUTION & ASSIGNMENT

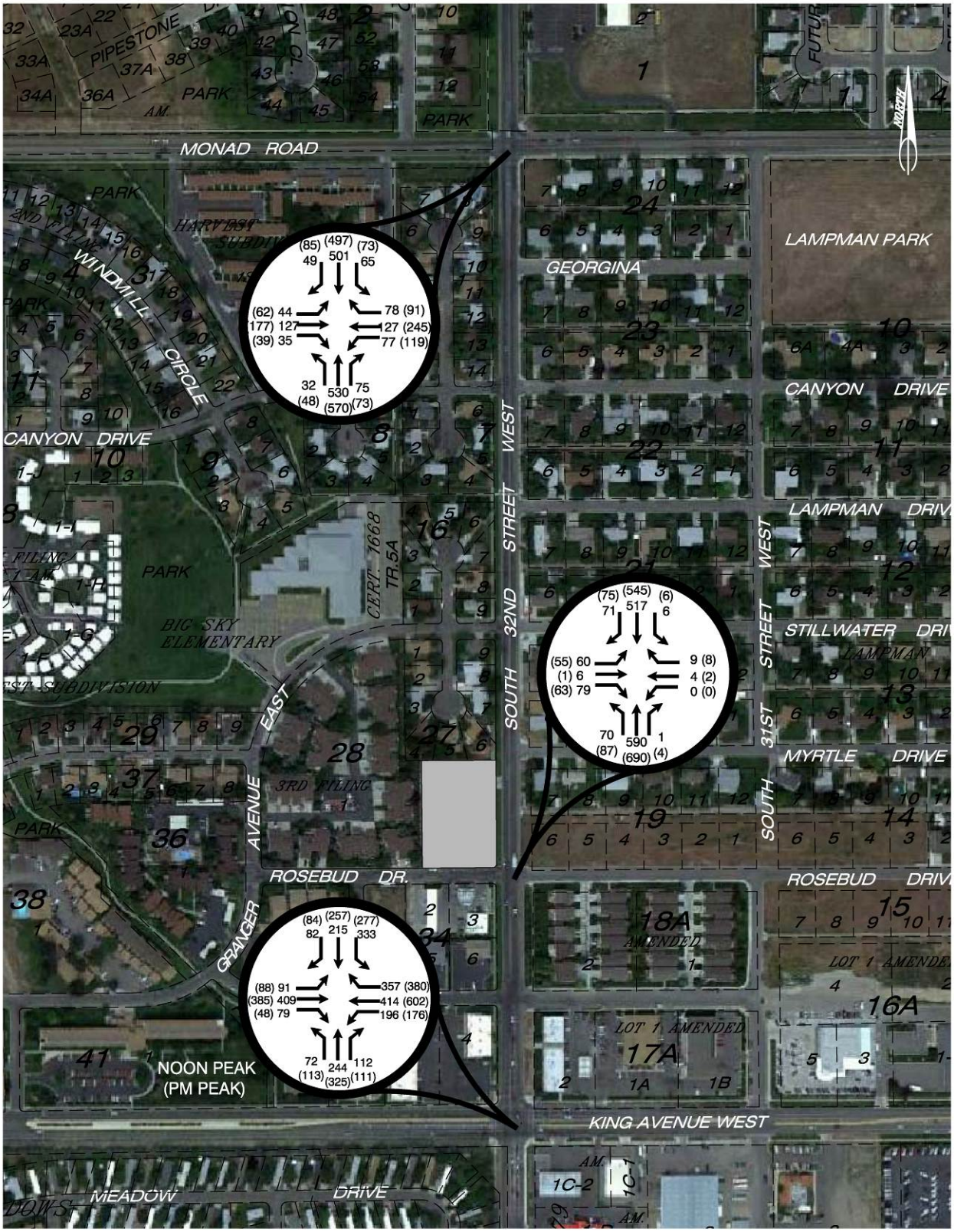

FIGURE 5: EXISTING + PROJECT TRAFFIC VOLUMES

Table 3. Capacity Calculation Summary - Existing + Project

Intersection	Approach	Existing (2012)				Existing + Project			
		Noon Peak		PM Peak		Noon Peak		PM Peak	
		Avg Delay (s/veh)	LOS	Avg Delay (s/veh)	LOS	Avg Delay (s/veh)	LOS	Avg Delay (s/veh)	LOS
Intersection Control		*Traffic Signal*				*Traffic Signal*			
Monad Rd & 32nd St W	EB	26.2	C	26.5	C	26.2	C	26.5	C
	WB	26.3	C	27.6	C	26.3	C	27.6	C
	NB	13.7	B	21.8	C	14.0	B	22.0	C
	SB	11.5	B	18.5	B	11.7	B	18.6	B
	Intersection	16.3	B	22.6	C	16.5	B	22.7	C
Intersection Control		*Stop Control*				*Stop Control*			
Rosebud Dr & 32nd St W	EB	131.0	F	793.9	F	333.0	F	960.5	F
	WB	21.6	C	32.9	D	27.3	D	34.5	D
	NB	0.7	A	1.0	A	1.0	A	1.0	A
	SB	0.1	A	0.1	A	0.1	A	0.1	A
	Intersection	11.6	--	67.0	--	37.1	--	87.2	--
Intersection Control		*Traffic Signal*				*Traffic Signal*			
King Ave W & 32nd St W	EB	31.5	C	31.2	C	31.5	C	31.2	C
	WB	32.0	C	34.0	C	32.0	C	34.0	C
	NB	29.1	C	32.6	C	29.2	C	32.7	C
	SB	22.0	C	23.0	C	22.4	C	23.2	C
	Intersection	28.9	C	30.9	C	29.0	C	30.9	C

As shown in Table 3, the addition of traffic generated by the proposed Pickle Barrel Restaurant would result in only very minor increases in approach delay. The existing capacity issue at the intersection of 32nd Street West and Rosebud Drive would get even worse with the addition of site-generated traffic, but none of the other impacts would be significant enough to result in degradation in level of service. Detailed capacity calculation worksheets for the Existing + Project scenario are provided in Appendix D.

Mitigation Measures

Improvement alternatives were evaluated to mitigate capacity concerns at the intersection of 32nd Street West and Rosebud Drive. The most logical options for improvement include the installation of a traffic signal or the installation of a raised median to limit the intersection to three-quarter access. These options are discussed in greater detail in the following paragraphs. Capacity calculations were performed for both of these alternatives as summarized in Table 4 on page 17. Detailed capacity calculation reports and signal warrant worksheets are provided in Appendix E.

Improvement Alternative 1: Traffic Signal at 32nd Street West & Rosebud Drive

The first improvement alternative evaluated at the intersection of 32nd Street West and Rosebud Drive was the installation of a traffic signal. For the purposes of this analysis, it was assumed that the lane configurations would stay the same as existing conditions, and the signal would provide for permitted left-turn movements only with the overall cycle length on the order of 80 seconds. Capacity calculation results provided in Table 4 show that the eastbound approach to the intersection would be improved from LOS F to LOS B for both peak periods, while the northbound and southbound approaches could still be expected to operate at LOS A.

The need for a traffic signal at this intersection was further evaluated using the traffic signal warrants provided in the *Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition*. The three volume warrants (warrants 1-3) were fairly easy to consider using the data collected for this study. Additional data will need to be collected in order to complete a comprehensive warrant analysis that addresses the remaining warrants. Results of this preliminary analysis of warrants 1-3 (see worksheets provided in Appendix E) show that the intersection of 32nd Street West and Rosebud Drive would meet all three of the volume warrants for a traffic signal under existing conditions. The need for a traffic signal (or some other form of intersection control) would only increase with the addition of site-generated traffic.

Although the proposed traffic signal is likely warranted and capacity calculation results show that it would provide for significant improvement over existing conditions, there are some valid concerns associated with the signalized alternative. The primary concern is related to the close proximity to the signalized intersection of 32nd Street West and King Avenue West. The distance between the two intersections is approximately 600 feet and queues at the King Avenue West intersection have occasionally backed up beyond the Henesta Drive intersection and near the Rosebud Drive intersection. Therefore, if the signalized alternative is pursued, a critical component of the design will be the need for coordination between these two intersections and throughout the 32nd Street West corridor. While this alternative may be less desirable to the City of Billings due to the close proximity between signals, it will certainly be the much more desirable alternative to nearby property owners due the improved access and ease of getting onto 32nd Street West from Rosebud Drive.

Table 4. Capacity Calculation Summary - Improvement Alternatives

Intersection	Approach	Existing + Project				Existing + Project				Existing + Project			
		Noon Peak		PM Peak		Noon Peak		PM Peak		Noon Peak		PM Peak	
		Avg Delay (s/veh)	LOS	Avg Delay (s/veh)	LOS	Avg Delay (s/veh)	LOS	Avg Delay (s/veh)	LOS	Avg Delay (s/veh)	LOS	Avg Delay (s/veh)	LOS
Intersection Control		*Traffic Signal*				*Traffic Signal*				*Traffic Signal*			
Monad Rd & 32nd St W	EB	26.2	C	26.5	C	26.2	C	26.5	C	26.2	C	26.5	C
	WB	26.3	C	27.6	C	26.3	C	27.6	C	26.3	C	27.6	C
	NB	14.0	B	22.0	C	14.0	B	22.0	C	14.0	B	22.0	C
	SB	11.7	B	18.6	B	11.7	B	18.6	B	11.7	B	18.6	B
	Intersection	16.5	B	22.7	C	16.5	B	22.7	C	16.5	B	22.7	C
Intersection Control		*Stop Control*				***Traffic Signal***				***Stop Control with 3/4 Access***			
Rosebud Dr & 32nd St W	EB	333.0	F	960.5	F	17.4	B	18.9	B	11.6	B	11.4	B
	WB	27.3	D	34.5	D	14.5	B	16.0	B	9.4	A	10.2	B
	NB	1.0	A	1.0	A	4.9	A	5.0	A	1.0	A	1.0	A
	SB	0.1	A	0.1	A	4.7	A	4.3	A	0.1	A	0.1	A
	Intersection	37.1	--	87.2	--	6.3	A	6.1	A	1.9	--	1.7	--
Intersection Control		*Traffic Signal*				*Traffic Signal*				*Traffic Signal*			
King Ave W & 32nd St W	EB	31.5	C	31.2	C	31.5	C	31.2	C	31.5	C	31.2	C
	WB	32.0	C	34.0	C	32.0	C	34.0	C	32.0	C	34.0	C
	NB	29.2	C	32.7	C	29.2	C	32.7	C	29.2	C	32.7	C
	SB	22.4	C	23.2	C	22.4	C	23.2	C	22.4	C	23.2	C
	Intersection	29.0	C	30.9	C	29.0	C	30.9	C	29.0	C	30.9	C

Improvement Alternative 2: Three-Quarter Access at 32nd Street West & Rosebud Drive

The second alternative evaluated for improvement to the intersection of 32nd Street West and Rosebud Drive consists of installing a raised median within the vicinity of the intersection to implement what is commonly referred to as three-quarter access control. All of the existing northbound and southbound movements would still be allowed, but the eastbound and westbound movements would be limited to right-turn only. The eastbound/westbound thru and left-turn movements would be eliminated. With this type of treatment, the minor approach delay can be improved significantly by eliminating the wait time associated with making a left-turn onto the higher-volume arterial roadway. As shown by the results in Table 4, this would be the case with this particular intersection. The eastbound approach could be improved from LOS F to LOS B for both the noon and PM peak periods.

This improvement alternative would likely be the more desirable alternative for the City of Billings given their concerns about closely spaced signalized intersections. However, it will most definitely be the less desirable alternative for surrounding property owners due to common complaints about reduced access and overall effectiveness of these types of treatments for individual intersections when the rest of the corridor does not have raised median. Results of this analysis show that either improvement alternative would result in acceptable intersection operations for the Existing + Site traffic volume scenario. The final decision regarding which of the options would be most appropriate for this intersection will have to be based on input provided by the City of Billings and the adjacent property owners.

CONCLUSIONS AND RECOMMENDATIONS

The preceding analysis provides a summary of existing conditions, as well as trip generation, traffic assignment, and the resultant capacity analysis for the proposed Pickle Barrel Restaurant on 32nd Street West. The new site is expected to generate approximately 310 new average weekday trips with 75 and 21 new vehicle trips occurring during the noon and PM peak hours, respectively. Capacity analysis results show that the proposed project would have only minor impacts to traffic operations on the surrounding roadways. However, an existing traffic capacity issue at the

intersection of 32nd Street West and Rosebud Drive would be made even worse with the addition of traffic generated by the new Pickle Barrel Restaurant.

Two different improvement options were considered to alleviate the capacity concerns at this intersection. The first option is the installation of a new traffic signal at the intersection and the second is the installation of a raised median to limit access at the intersection to three-quarter access. MUTCD traffic signal warrants would likely be met for both the existing and existing + site traffic volume scenarios. Capacity calculation results show that either improvement alternative would result in acceptable intersection operations for the Existing + Site traffic volume scenario. Therefore, it is recommended that the final decision regarding which of the improvement alternatives would be most appropriate for this location be based on input provided by the City of Billings and the adjacent property owners.

The City of Billings will often times consider a developer contribution toward the cost of improvements at an impacted intersection based on the development's portion of the total entering volume at the intersection. The Pickle Barrel's portion of the total entering volume at the intersection of 32nd Street West and Rosebud Drive is 4% during the noon peak hour and 1% during the PM peak hour. Therefore, based on this method of calculating developer contribution, the developer of the Pickle Barrel Restaurant should not be responsible for more than 4% of the cost of improvements.

It is recommended that a more comprehensive signal warrant analysis be completed for this intersection prior to the installation of a traffic signal. Regardless of which improvement alternative is ultimately selected, it is also recommended that the City of Billings consider an evaluation of potential signal timing coordination for the 32nd Street West corridor. With better traffic progression between signalized intersections, overall corridor operations could likely be improved significantly. These and any other improvements made shall be completed in accordance with City of Billings standards and the *Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition.* If these improvements are implemented as recommended, traffic on area roadways should continue to operate in a safe and efficient manner.

SANDERSON STEWART

APPENDIX A

TRAFFIC VOLUME DATA

Street: : 32nd St West
Location: : Btw Hennesta Dr and Rosebud Ln
Counted By: : jhg

Site: Station 134

Weekly Volume, per Channel

NB/SB

Interval Start	Mon 8/20/2012	Tue 8/21/2012	Wed 8/22/2012	Thu 8/23/2012	Fri 8/24/2012	Sat 8/25/2012	Sun 8/26/2012	Mon - Fri Average	Weekly Average
12:00 AM	-	105	80	83	-	-	-	89.3	89.3
1:00 AM	-	72	60	36	-	-	-	56.0	56.0
2:00 AM	-	48	36	48	-	-	-	44.0	44.0
3:00 AM	-	43	42	48	-	-	-	44.3	44.3
4:00 AM	-	68	74	62	-	-	-	68.0	68.0
5:00 AM	-	202	160	166	-	-	-	176.0	176.0
6:00 AM	-	398	388	406	-	-	-	397.3	397.3
7:00 AM	-	776	834	890	-	-	-	833.3	833.3
8:00 AM	-	820	954	852	-	-	-	875.3	875.3
9:00 AM	-	820	812	36	-	-	-	786.8	786.8
10:00 AM	-	952	972	-	-	-	-	962.0	962.0
11:00 AM	1050	1169	1074	-	-	-	-	1113.1	1113.1
12:00 PM	1282	1336	1274	-	-	-	-	1297.3	1297.3
1:00 PM	1316	1234	1198	-	-	-	-	1249.3	1249.3
2:00 PM	1253	1180	1264	-	-	-	-	1232.3	1232.3
3:00 PM	1200	1185	1234	-	-	-	-	1206.3	1206.3
4:00 PM	1335	1314	1304	-	-	-	-	1317.7	1317.7
5:00 PM	1376	1378	1411	-	-	-	-	1388.3	1388.3
6:00 PM	1038	1136	1053	-	-	-	-	1075.7	1075.7
7:00 PM	893	954	886	-	-	-	-	911.0	911.0
8:00 PM	722	706	670	-	-	-	-	699.3	699.3
9:00 PM	460	472	428	-	-	-	-	453.3	453.3
10:00 PM	232	226	243	-	-	-	-	233.7	233.7
11:00 PM	152	128	102	-	-	-	-	127.3	127.3
Totals	12309	16722	16553	2627	0	0	0	16637.3	16637.3
Peak Hours									
12:00 AM - 12:00 PM	11:02 AM	11:00 AM	11:00 AM	7:00 AM	-	-	-	11:00 AM	11:00 AM
Volume	1050	1169	1074	890	-	-	-	1097.7	1097.7
12:00 PM - 12:00 AM	5:00 PM	5:00 PM	5:00 PM	-	-	-	-	5:00 PM	5:00 PM
Volume	1376	1378	1411	-	-	-	-	1388.3	1388.3

Street : 32nd St W
Location : South of Rosebud Dr
Counted By: ZH :

Weekly Volume, per Channel

NB/SB

Interval Start	Mon 11/5/2012	Tue 11/6/2012	Wed 11/7/2012	Thu 11/8/2012	Fri 11/9/2012	Sat 11/10/2012	Sun 11/11/2012	Mon - Fri Average	Weekly Average
12:00 AM	-	-	-	59	64	110	0	61.5	58.3
1:00 AM	-	-	-	34	34	41	0	34.0	27.3
2:00 AM	-	-	-	33	36	61	0	34.5	32.5
3:00 AM	-	-	-	26	36	32	0	31.0	23.5
4:00 AM	-	-	-	61	52	60	0	56.5	43.3
5:00 AM	-	-	-	171	144	84	0	157.5	99.8
6:00 AM	-	-	-	390	337	162	0	363.5	222.3
7:00 AM	-	-	-	770	720	240	0	745.0	432.5
8:00 AM	-	-	-	882	865	349	0	873.5	524.0
9:00 AM	-	-	-	794	801	65	0	797.5	415.0
10:00 AM	-	-	-	853	956	0	0	904.5	452.3
11:00 AM	-	-	-	1054	1144	0	0	1099.0	549.5
12:00 PM	-	-	-	1238	1286	0	0	1262.0	631.0
1:00 PM	-	-	-	1153	1212	0	0	1182.5	591.3
2:00 PM	-	-	-	1172	1286	0	0	1229.0	614.5
3:00 PM	-	-	172	1226	1328	0	0	1275.3	658.9
4:00 PM	-	-	1317	1286	1346	0	0	1316.3	789.8
5:00 PM	-	-	1258	1298	1268	0	0	1274.7	764.8
6:00 PM	-	-	976	923	1014	0	0	971.0	582.6
7:00 PM	-	-	641	646	722	0	0	669.7	401.8
8:00 PM	-	-	522	468	512	0	0	500.7	300.4
9:00 PM	-	-	315	308	435	0	0	352.7	211.6
10:00 PM	-	-	178	172	288	0	0	212.7	127.6
11:00 PM	-	-	102	114	182	0	0	132.7	79.6
Totals	0	0	5481	15131	16068	1204	0	15537.2	8633.8
Peak Hours									
12:00 AM - 12:00 PM	-	-	-	11:00 AM	11:00 AM	8:00 AM	-	11:00 AM	11:00 AM
Volume	-	-	-	1054	1144	349	-	1099.0	549.5
12:00 PM - 12:00 AM	-	-	4:00 PM	5:00 PM	4:00 PM	-	-	4:00 PM	4:00 PM
Volume	-	-	1317	1298	1346	-	-	1316.3	789.8

Sanderson Stewart

1300 North Transtech Way
Billings, MT 59102

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Page No : 1

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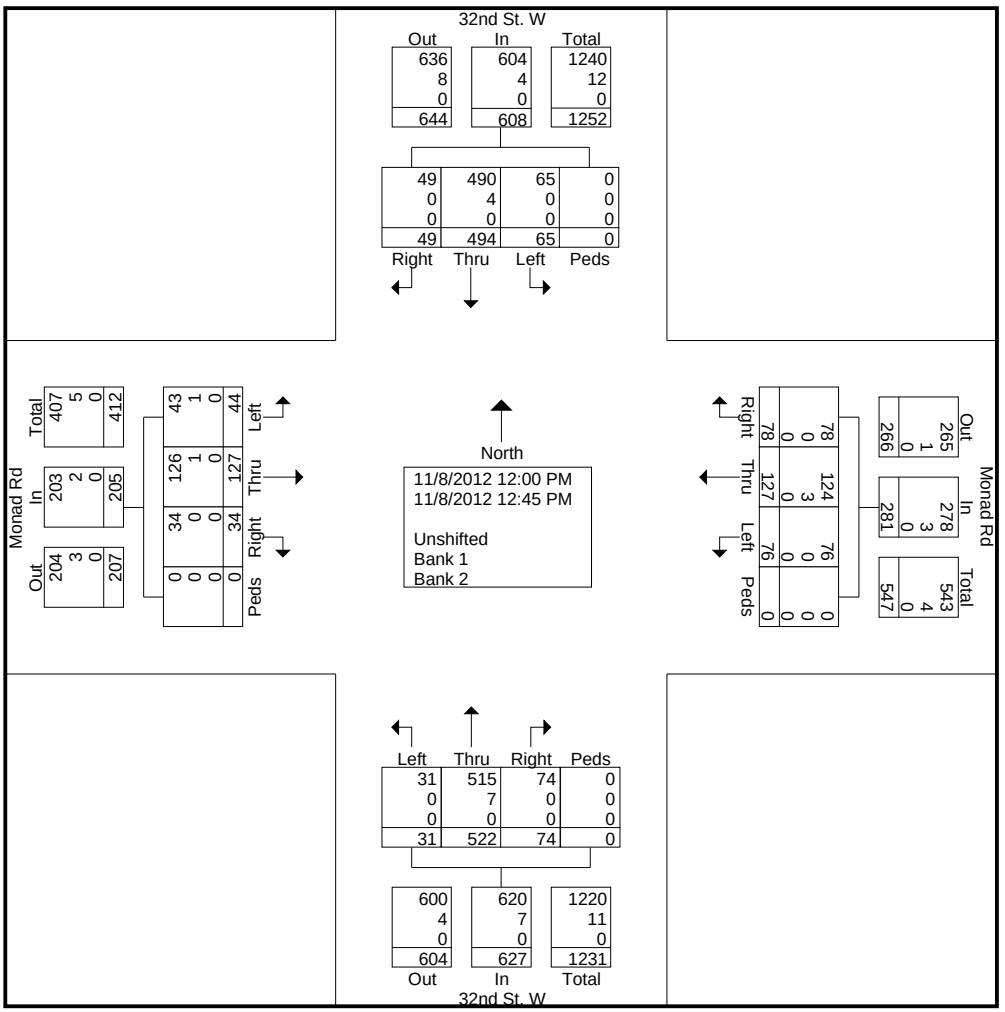
Apprch %	8.1	81.2	10.7	0		27.8	45.2	27	0		11.8	83.3	4.9	0		16.6	62	21.5	0		
Total %	2.8	28.7	3.8	0	35.3	4.5	7.4	4.4	0	16.3	4.3	30.3	1.8	0	36.4	2	7.4	2.6	0	11.9	
Unshifted	49	490	65	0	604	78	124	76	0	278	74	515	31	0	620	34	126	43	0	203	1705
% Unshifted	100	99.2	100	0	99.3	100	97.6	100	0	98.9	100	98.7	100	0	98.9	100	99.2	97.7	0	99	99.1
Bank 1	0	4	0	0	4	0	3	0	0	3	0	7	0	0	7	0	1	1	0	2	16
% Bank 1	0	0.8	0	0	0.7	0	2.4	0	0	1.1	0	1.3	0	0	1.1	0	0.8	2.3	0	1	0.9
Bank 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Bank 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



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04:45 PM	20	114	25	0	159	20	65	26	0	111	10	139	11	0	160	14	45	21	0	80	510
Total	45	253	48	0	346	43	110	51	0	204	28	277	24	0	329	23	81	36	0	140	1019
05:00 PM	20	127	14	0	161	24	73	37	0	134	16	167	10	0	193	11	42	13	0	66	554
05:15 PM	20	115	11	0	146	24	62	30	0	116	28	125	14	0	167	5	54	13	0	72	501
Grand Total	85	495	73	0	653	91	245	118	0	454	72	569	48	0	689	39	177	62	0	278	2074
Apprch %	13	75.8	11.2	0		20	54	26	0		10.4	82.6	7	0		14	63.7	22.3	0		
Total %	4.1	23.9	3.5	0	31.5	4.4	11.8	5.7	0	21.9	3.5	27.4	2.3	0	33.2	1.9	8.5	3	0	13.4	
Unshifted	85	489	73	0	647	91	245	118	0	454	72	567	48	0	687	39	176	62	0	277	2065
% Unshifted	100	98.8	100	0	99.1	100	100	100	0	100	100	99.6	100	0	99.7	100	99.4	100	0	99.6	99.6
Bank 1	0	6	0	0	6	0	0	0	0	0	0	2	0	0	2	0	1	0	0	1	9
% Bank 1	0	1.2	0	0	0.9	0	0	0	0	0	0	0.4	0	0	0.3	0	0.6	0	0	0.4	0.4
Bank 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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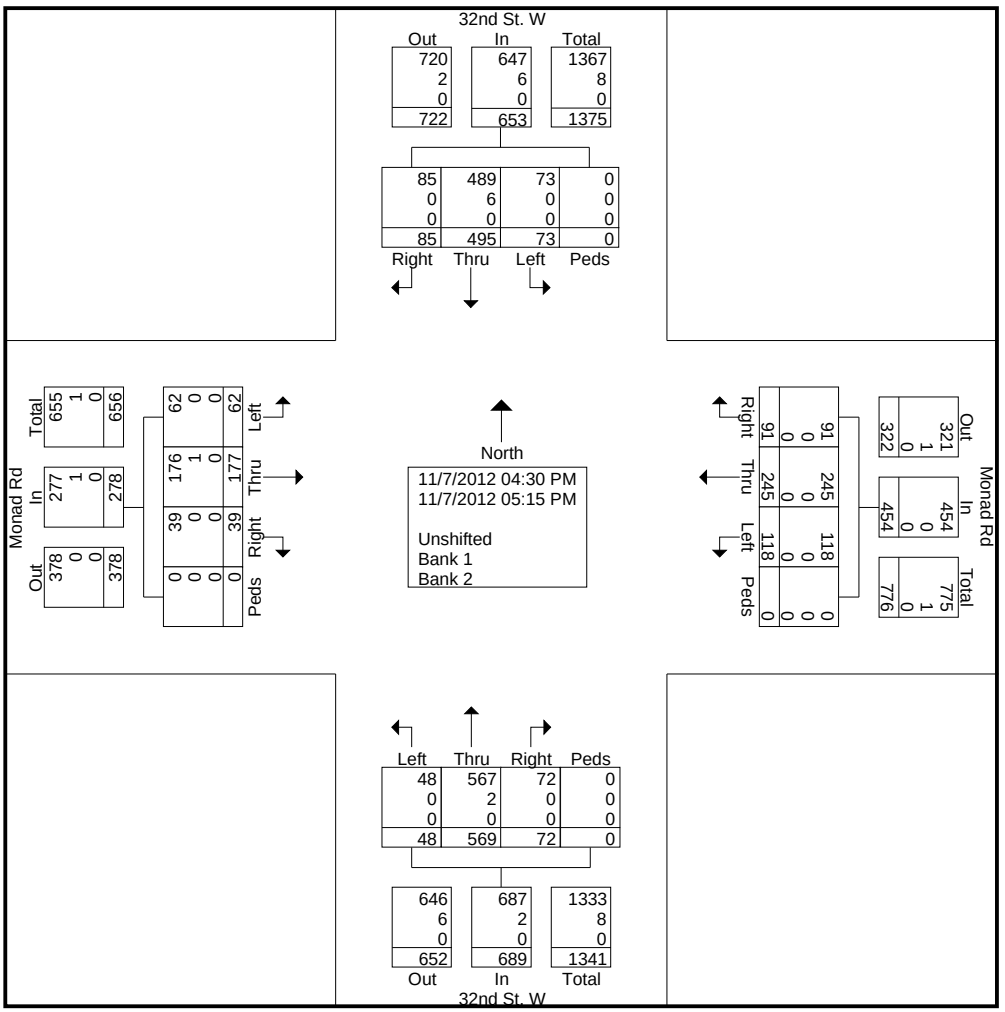

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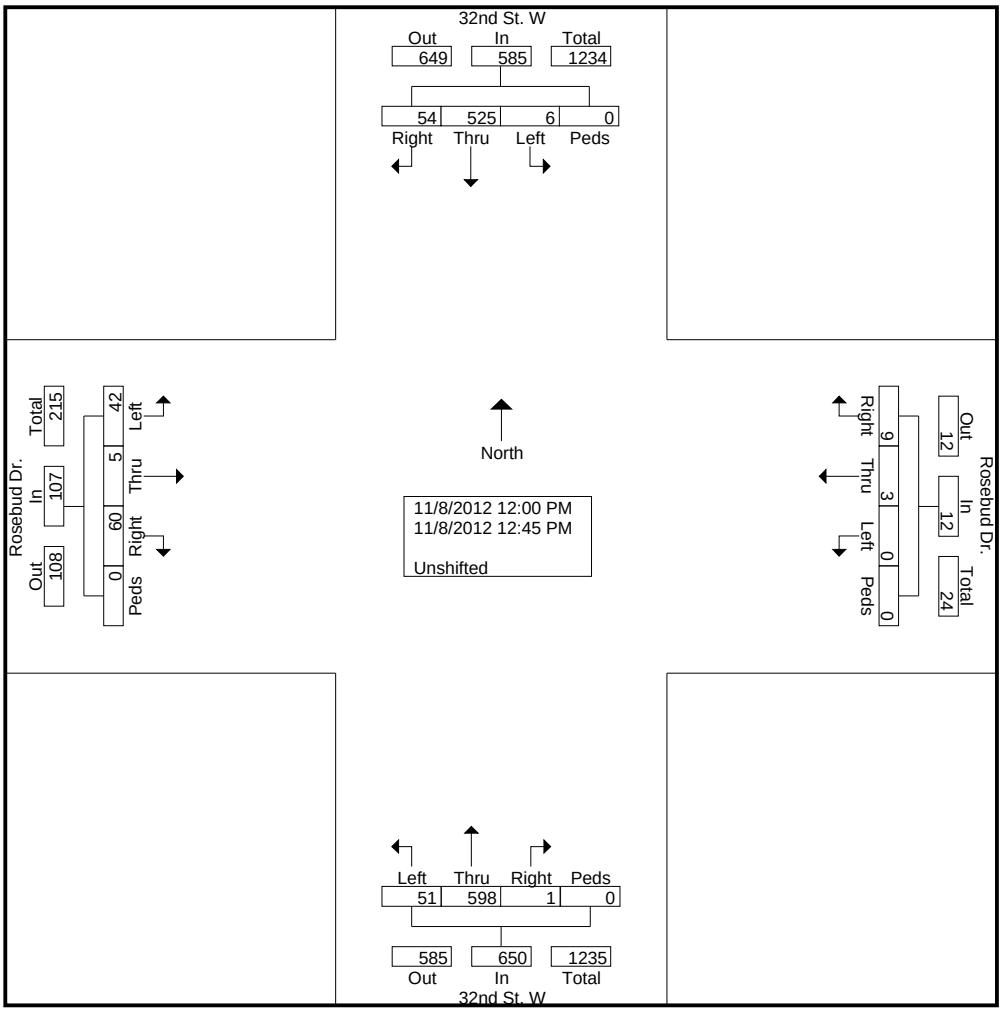
12:15 PM	15	130	1	0	146	1	1	0	0	2	0	152	15	0	167	21	1	10	0	32	347
12:30 PM	12	117	2	0	131	3	1	0	0	4	0	153	8	0	161	11	1	14	0	26	322
12:45 PM	10	150	2	0	162	4	0	0	0	4	0	130	11	0	141	10	0	12	0	22	329
Total	54	525	6	0	585	9	3	0	0	12	1	598	51	0	650	60	5	42	0	107	1354
Grand Total	54	525	6	0	585	9	3	0	0	12	1	598	51	0	650	60	5	42	0	107	1354
Apprch %	9.2	89.7	1	0		75	25	0	0		0.2	92	7.8	0		56.1	4.7	39.3	0		
Total %	4	38.8	0.4	0	43.2	0.7	0.2	0	0	0.9	0.1	44.2	3.8	0	48	4.4	0.4	3.1	0	7.9	



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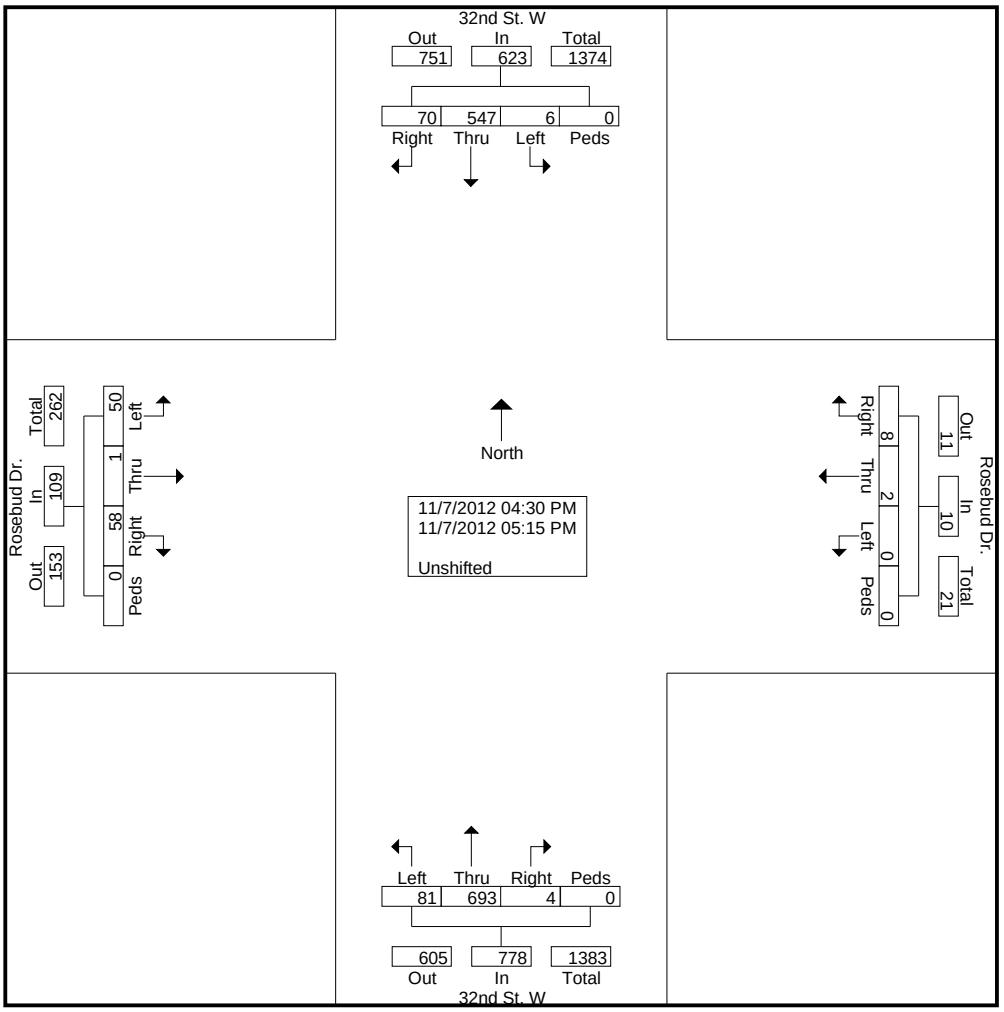
04:45 PM	13	145	1	0	159	4	1	0	0	5	1	173	21	0	195	13	1	9	0	23	382
Total	35	280	1	0	316	5	1	0	0	6	1	332	37	0	370	33	1	24	0	58	750
05:00 PM	17	145	2	0	164	3	1	0	0	4	1	198	17	0	216	11	0	12	0	23	407
05:15 PM	18	122	3	0	143	0	0	0	0	0	2	163	27	0	192	14	0	14	0	28	363
Grand Total	70	547	6	0	623	8	2	0	0	10	4	693	81	0	778	58	1	50	0	109	1520
Apprch %	11.2	87.8	1	0		80	20	0	0		0.5	89.1	10.4	0		53.2	0.9	45.9	0		
Total %	4.6	36	0.4	0	41	0.5	0.1	0	0	0.7	0.3	45.6	5.3	0	51.2	3.8	0.1	3.3	0	7.2	



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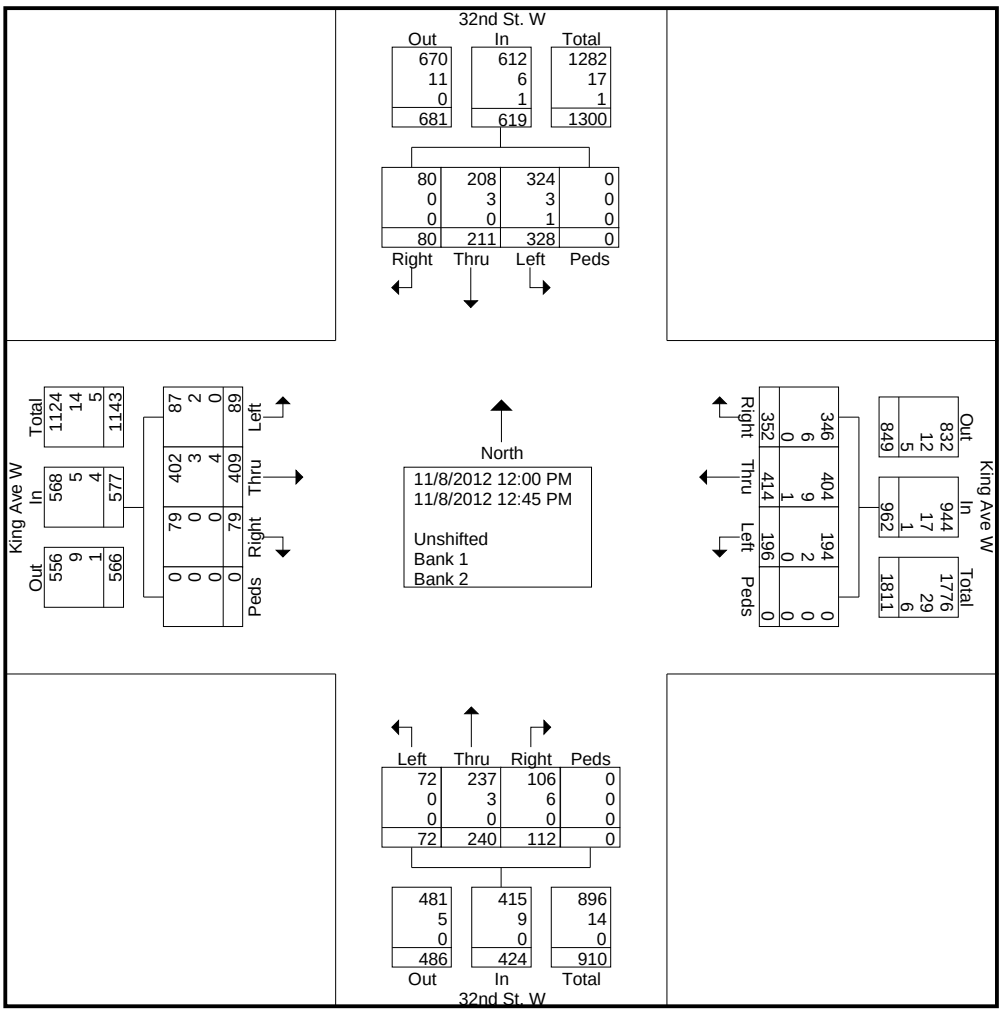
12:00 PM	26	47	81	0	154	95	105	44	0	244	34	70	31	0	135	16	109	27	0	152	685
12:15 PM	26	53	78	0	157	90	110	52	0	252	35	67	12	0	114	20	79	23	0	122	645
12:30 PM	16	45	82	0	143	89	101	50	0	240	22	47	16	0	85	20	116	19	0	155	623
12:45 PM	12	66	87	0	165	78	98	50	0	226	21	56	13	0	90	23	105	20	0	148	629
Total	80	211	328	0	619	352	414	196	0	962	112	240	72	0	424	79	409	89	0	577	2582
Grand Total	80	211	328	0	619	352	414	196	0	962	112	240	72	0	424	79	409	89	0	577	2582
Apprch %	12.9	34.1	53	0		36.6	43	20.4	0		26.4	56.6	17	0		13.7	70.9	15.4	0		
Total %	3.1	8.2	12.7	0	24	13.6	16	7.6	0	37.3	4.3	9.3	2.8	0	16.4	3.1	15.8	3.4	0	22.3	
Unshifted	80	208	324	0	612	346	404	194	0	944	106	237	72	0	415	79	402	87	0	568	2539
% Unshifted	100	98.6	98.8	0	98.9	98.3	97.6	99	0	98.1	94.6	98.8	100	0	97.9	100	98.3	97.8	0	98.4	98.3
Bank 1	0	3	3	0	6	6	9	2	0	17	6	3	0	0	9	0	3	2	0	5	37
% Bank 1	0	1.4	0.9	0	1	1.7	2.2	1	0	1.8	5.4	1.2	0	0	2.1	0	0.7	2.2	0	0.9	1.4
Bank 2	0	0	1	0	1	0	1	0	0	1	0	0	0	0	0	0	4	0	0	4	6
% Bank 2	0	0	0.3	0	0.2	0	0.2	0	0	0.1	0	0	0	0	0	0	1	0	0	0.7	0.2



Sanderson Stewart

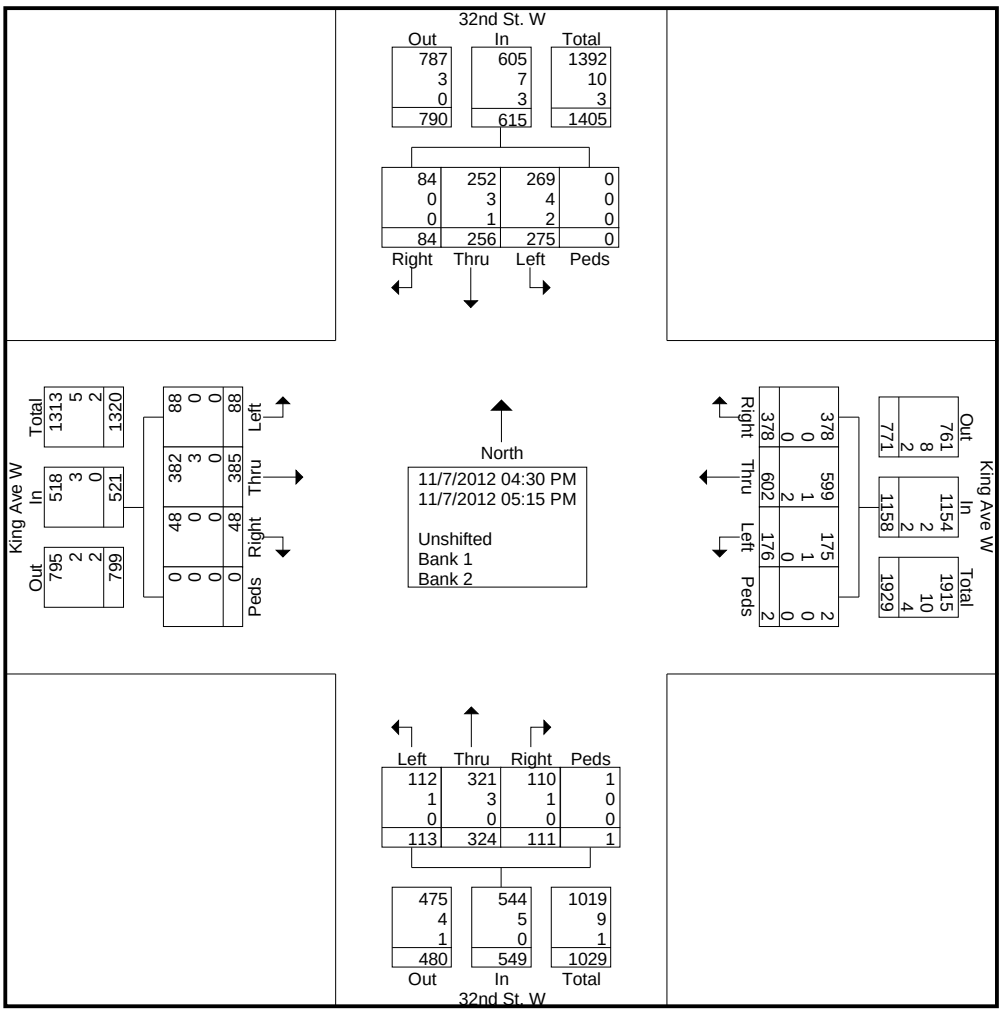
1300 North Transtech Way
Billings, MT 59102

Counted by: J. Staszcuk

File Name : King-32nd_PM_60min_110712
Site Code : 00000000
Start Date : 11/7/2012
Page No : 1

Groups Printed- Unshifted - Bank 1 - Bank 2

	32nd St. W From North					King Ave W From East					32nd St. W From South					King Ave W From West					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
04:30 PM	15	56	90	0	161	92	133	36	0	261	36	68	31	0	135	20	94	18	0	132	689
04:45 PM	13	63	72	0	148	81	138	50	1	270	24	86	16	0	126	10	77	16	0	103	647
Total	28	119	162	0	309	173	271	86	1	531	60	154	47	0	261	30	171	34	0	235	1336
05:00 PM	22	76	63	0	161	101	153	42	1	297	28	104	36	1	169	7	104	27	0	138	765
05:15 PM	34	61	50	0	145	104	178	48	0	330	23	66	30	0	119	11	110	27	0	148	742
Grand Total	84	256	275	0	615	378	602	176	2	1158	111	324	113	1	549	48	385	88	0	521	2843
Apprch %	13.7	41.6	44.7	0		32.6	52	15.2	0.2		20.2	59	20.6	0.2		9.2	73.9	16.9	0		
Total %	3	9	9.7	0	21.6	13.3	21.2	6.2	0.1	40.7	3.9	11.4	4	0	19.3	1.7	13.5	3.1	0	18.3	
Unshifted	84	252	269	0	605	378	599	175	2	1154	110	321	112	1	544	48	382	88	0	518	2821
% Unshifted	100	98.4	97.8	0	98.4	100	99.5	99.4	100	99.7	99.1	99.1	99.1	100	99.1	100	99.2	100	0	99.4	99.2
Bank 1	0	3	4	0	7	0	1	1	0	2	1	3	1	0	5	0	3	0	0	3	17
% Bank 1	0	1.2	1.5	0	1.1	0	0.2	0.6	0	0.2	0.9	0.9	0.9	0	0.9	0	0.8	0	0	0.6	0.6
Bank 2	0	1	2	0	3	0	2	0	0	2	0	0	0	0	0	0	0	0	0	0	5
% Bank 2	0	0.4	0.7	0	0.5	0	0.3	0	0	0.2	0	0	0	0	0	0	0	0	0	0	0.2



SANDERSON STEWART

APPENDIX B

CAPACITY CALCULATIONS - EXISTING

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	44	127	34	76	127	78	31	522	74	65	494	49
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Queue, veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking, Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow Rate	1863	1885	1885	1900	1863	1900	1900	1884	1884	1900	1883	1883
Lanes	1	1	0	1	1	1	1	1	0	1	1	0
Capacity, veh/h	278	294	79	244	383	332	446	888	126	410	954	95
Arriving On Green	0.21	0.21	0.21	0.21	0.21	0.21	0.02	0.55	0.55	0.03	0.57	0.57
Sat Flow, veh/h	1245.9	1433.6	383.8	1219.9	1862.7	1615.0	1809.5	1614.3	228.8	1809.5	1686.1	167.2
Grp Volume(v), veh/h	50.0	0.0	183.0	82.6	138.0	42.4	33.3	0.0	640.9	69.1	0.0	577.7
Grp Sat Flow(s),veh/h/ln	1245.9	0.0	1817.4	1219.9	1862.7	1615.0	1809.5	0.0	1843.1	1809.5	0.0	1853.4
Q Serve(g_s), s	2.5	0.0	6.3	4.5	4.5	1.5	0.6	0.0	17.0	1.1	0.0	13.9
Cycle Q Clear(g_c), s	7.1	0.0	6.3	10.9	4.5	1.5	0.6	0.0	17.0	1.1	0.0	13.9
Proportion In Lane	1.000		0.211	1.000		1.000	1.000		0.124	1.000		0.090
Lane Grp Cap(c), veh/h	278.2	0.0	373.2	243.6	382.5	331.6	446.4	0.0	1014.0	409.7	0.0	1048.2
V/C Ratio(X)	0.180	0.000	0.490	0.339	0.361	0.128	0.075	0.000	0.632	0.169	0.000	0.551
Avail Cap(c_a), veh/h	408.9	0.0	564.0	371.6	578.1	501.2	516.8	0.0	1014.0	452.2	0.0	1048.2
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.000	0.000	1.000	1.000	1.000	1.000	1.000	0.000	1.000	1.000	0.000	1.000
Uniform Delay (d), s/veh	27.2	0.0	24.9	29.7	24.2	23.0	8.0	0.0	11.0	8.5	0.0	9.7
Incr Delay (d2), s/veh	0.3	0.0	1.0	0.8	0.6	0.2	0.1	0.0	3.0	0.2	0.0	2.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Lane Group Delay (d), s/veh	27.5	0.0	25.9	30.5	24.7	23.2	8.0	0.0	14.0	8.7	0.0	11.8
Lane Group LOS	C		C	C	C	C	A		B	A		B
Approach Volume, veh/h		233			263			674			647	
Approach Delay, s/veh		26.2			26.3			13.7			11.5	
Approach LOS		C			C			B			B	

Timer												
Assigned Phase		4			8		5	2		1	6	
Phase Duration (G+Y+Rc), s		19.56			19.56		6.24	44.00		7.34	45.09	
Change Period (Y+Rc), s		5.00			5.00		5.00	5.00		5.00	5.00	
Max Green Setting (Gmax), s		22.00			22.00		4.00	39.00		4.00	39.00	
Max Q Clear Time (g_c+I1), s		9.05			12.86		2.58	19.00		3.13	15.95	
Green Extension Time (p_c)		2.04			1.70		0.00	8.61		0.01	9.20	

Intersection Summary	
HCM 2010 Control Delay	16.3
HCM 2010 Level of Service	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	62	177	39	118	245	91	48	569	72	73	495	85
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Queue, veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking, Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow Rate	1900	1885	1885	1900	1900	1900	1900	1883	1883	1900	1884	1884
Lanes	1	1	0	1	1	1	1	1	0	1	1	0
Capacity, veh/h	245	402	88	268	510	433	325	819	104	298	802	138
Arriving On Green	0.27	0.27	0.27	0.27	0.27	0.27	0.03	0.50	0.50	0.04	0.51	0.51
Sat Flow, veh/h	1108.2	1496.6	329.8	1149.4	1900.0	1615.0	1809.5	1639.3	207.4	1809.5	1567.3	269.1
Grp Volume(v), veh/h	71.3	0.0	248.3	138.8	288.2	54.1	53.9	0.0	720.2	83.9	0.0	666.7
Grp Sat Flow(s),veh/h/ln	1108.2	0.0	1826.4	1149.4	1900.0	1615.0	1809.5	0.0	1846.7	1809.5	0.0	1836.4
Q Serve(g_s), s	4.6	0.0	9.0	9.1	10.2	2.0	1.1	0.0	25.0	1.7	0.0	21.7
Cycle Q Clear(g_c), s	14.8	0.0	9.0	18.1	10.2	2.0	1.1	0.0	25.0	1.7	0.0	21.7
Proportion In Lane	1.000		0.181	1.000		1.000	1.000		0.112	1.000		0.147
Lane Grp Cap(c), veh/h	244.6	0.0	490.0	268.3	509.8	433.3	325.0	0.0	922.8	298.0	0.0	939.8
V/C Ratio(X)	0.291	0.000	0.507	0.517	0.565	0.125	0.166	0.000	0.780	0.282	0.000	0.709
Avail Cap(c_a), veh/h	259.6	0.0	514.8	284.0	535.6	455.3	367.6	0.0	922.8	318.8	0.0	939.8
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.000	0.000	1.000	1.000	1.000	1.000	1.000	0.000	1.000	1.000	0.000	1.000
Uniform Delay (d), s/veh	31.0	0.0	24.2	31.8	24.6	21.6	12.0	0.0	16.0	13.1	0.0	14.6
Incr Delay (d2), s/veh	0.7	0.0	0.8	1.5	1.3	0.1	0.2	0.0	6.5	0.5	0.0	4.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Lane Group Delay (d), s/veh	31.7	0.0	25.0	33.4	25.9	21.7	12.2	0.0	22.5	13.6	0.0	19.1
Lane Group LOS	C		C	C	C	C	B		C	B		B
Approach Volume, veh/h		320			481			774			751	
Approach Delay, s/veh		26.5			27.6			21.8			18.5	
Approach LOS		C			C			C			B	

Timer												
Assigned Phase		4			8		5	2		1	6	
Phase Duration (G+Y+Rc), s		25.94			25.94		7.16	44.00		8.11	44.94	
Change Period (Y+Rc), s		5.00			5.00		5.00	5.00		5.00	5.00	
Max Green Setting (Gmax), s		22.00			22.00		4.00	39.00		4.00	39.00	
Max Q Clear Time (g_c+I1), s		16.84			20.06		3.13	26.96		3.70	23.72	
Green Extension Time (p_c)		2.00			0.88		0.01	7.30		0.00	8.61	

Intersection Summary	
HCM 2010 Control Delay	22.6
HCM 2010 Level of Service	C

Intersection	
Intersection Delay (sec/veh):	11.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Volume (vph)	42	5	60	0	3	9	51	598	1	6	525	54
Conflicting Peds.(#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
Right Turn Channelized	None	None	None	None	None	None	None	None	None	None	None	None
Storage Length	0		0	0		0	100		0	100		0
Median Width		0			0			12			12	
Grade (%)		0%			0%			0%			0%	
Peak Hour Factor	0.84	0.84	0.84	0.75	0.75	0.75	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles(%)	0	0	0	0	0	0	0	1	0	0	1	0
Movement Flow Rate	50	6	71	0	4	12	57	664	1	7	583	60
Number of Lanes	0	1	0	0	1	0	1	1	0	1	1	0

Major/Minor	Minor 2			Minor 1			Major 1			Major 2		
Conflicting Flow Rate - All	1414	1406	322	1445	1436	333	643	0	0	665	0	0
Stage 1	627	627	-	779	779	-	-	-	-	-	-	-
Stage 2	787	779	-	666	657	-	-	-	-	-	-	-
Follow-up Headway	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Capacity-1 Maneuver	71	86	724	65	80	*824	951	-	-	*824	-	-
Stage 1	475	479	-	450	412	-	-	-	-	-	-	-
Stage 2	442	411	-	452	465	-	-	-	-	-	-	-
Time blocked-Platoon(%)	45	45	0	45	45	45	0	-	-	45	-	-
Mov Capacity-1 Maneuver	64	80	724	53	74	*824	951	-	-	*824	-	-
Mov Capacity-2 Maneuver	64	80	-	53	74	-	-	-	-	-	-	-
Stage 1	447	475	-	423	387	-	-	-	-	-	-	-
Stage 2	405	386	-	399	461	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay (s)	131	21.6	0.7	0.1
HCM LOS	F	C	A	A

Lane	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (vph)				*133	*233			
HCM Control Delay (s)	9.025	0	-	131	21.6	9.405	0	-
HCM Lane VC Ratio	0.06	-	-	0.958	0.069	0.008	-	-
HCM Lane LOS	A	A	-	F	C	A	A	-
HCM 95th Percentile Queue (veh)	0.19	-	-	6.569	0.219	0.024	-	-

Intersection	
Intersection Delay (sec/veh):	67

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Volume (vph)	50	1	58	0	2	8	81	693	4	6	547	70
Conflicting Peds.(#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
Right Turn Channelized	None	None	None	None	None	None	None	None	None	None	None	None
Storage Length	0		0	0		0	100		0	100		0
Median Width		0			0			12			12	
Grade (%)		0%			0%			0%			0%	
Peak Hour Factor	0.78	0.78	0.78	0.50	0.50	0.50	0.90	0.90	0.90	0.95	0.95	0.95
Heavy Vehicles(%)	0	0	0	0	0	0	0	1	0	0	1	0
Movement Flow Rate	64	1	74	0	4	16	90	770	4	6	576	74
Number of Lanes	0	1	0	0	1	0	1	1	0	1	1	0

Major/Minor	Minor 2			Minor 1			Major 1			Major 2		
Conflicting Flow Rate - All	1587	1579	325	1615	1614	387	650	0	0	774	0	0
Stage 1	625	625	-	952	952	-	-	-	-	-	-	-
Stage 2	962	954	-	663	662	-	-	-	-	-	-	-
Follow-up Headway	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Capacity-1 Maneuver	# 35	45	721	31	40	*691	946	-	-	*691	-	-
Stage 1	476	480	-	324	305	-	-	-	-	-	-	-
Stage 2	316	304	-	454	462	-	-	-	-	-	-	-
Time blocked-Platoon(%)	54	54	0	54	54	54	0	-	-	54	-	-
Mov Capacity-1 Maneuver	# 28	40	721	25	36	*691	946	-	-	*691	-	-
Mov Capacity-2 Maneuver	# 28	40	-	25	36	-	-	-	-	-	-	-
Stage 1	431	476	-	293	276	-	-	-	-	-	-	-
Stage 2	275	275	-	403	458	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay (s)	$ 793.9	32.9	1	0.1
HCM LOS	F	D	A	A

Lane	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (vph)				*58	*149			
HCM Control Delay (s)	9.205	0	-	$ 32.9	32.9	10.258	0	-
HCM Lane VC Ratio	0.095	-	-	2.409	0.134	0.009	-	-
HCM Lane LOS	A	A	-	F	D	B	A	-
HCM 95th Percentile Queue (veh)	0.314	-	-	13.969	0.452	0.028	-	-

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	89	409	79	196	414	352	72	240	112	328	211	80
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Queue, veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking, Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow Rate	1863	1869	1869	1881	1863	1863	1900	1881	1810	1881	1881	1900
Lanes	1	2	0	1	2	1	1	1	1	1	1	1
Capacity, veh/h	359	884	170	329	1026	459	509	583	477	514	771	662
Arriving On Green	0.06	0.29	0.29	0.06	0.29	0.29	0.04	0.31	0.31	0.14	0.41	0.41
Sat Flow, veh/h	1774.0	3049.4	584.8	1791.6	1583.3	1583.3	1809.5	1538.1	1538.1	1791.6	1615.0	1615.0
Grp Volume(v), veh/h	95.7	268.3	256.5	206.3	435.8	185.3	91.1	303.8	70.9	348.9	224.5	42.6
Grp Sat Flow(s),veh/h/ln	1774.0	1868.7	1765.5	1791.6	1769.6	1583.3	1809.5	1881.2	1538.1	1791.6	1881.2	1615.0
Q Serve(g_s), s	3.7	11.9	12.1	6.0	10.0	9.4	3.4	13.3	3.3	10.4	8.0	1.6
Cycle Q Clear(g_c), s	3.7	11.9	12.1	6.0	10.0	9.4	3.4	13.3	3.3	10.4	8.0	1.6
Proportion In Lane	1.000		0.331	1.000		1.000	1.000		1.000	1.000		1.000
Lane Grp Cap(c), veh/h	359.0	541.9	512.0	329.0	1026.4	459.2	508.5	583.2	476.8	514.4	771.3	662.1
V/C Ratio(X)	0.267	0.495	0.501	0.627	0.425	0.403	0.179	0.521	0.149	0.678	0.291	0.064
Avail Cap(c_a), veh/h	359.0	541.9	512.0	329.0	1026.4	459.2	508.5	583.2	476.8	514.4	771.3	662.1
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Uniform Delay (d), s/veh	22.9	29.4	29.5	28.1	28.7	28.5	22.2	28.4	25.0	16.2	19.8	17.9
Incr Delay (d2), s/veh	1.8	3.2	3.5	8.7	1.3	2.6	0.8	3.3	0.7	7.0	1.0	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Lane Group Delay (d), s/veh	24.7	32.6	33.0	36.9	30.0	31.2	23.0	31.7	25.6	23.2	20.7	18.1
Lane Group LOS	C	C	C	D	C	C	C	C	C	C	C	B
Approach Volume, veh/h		620			827			466			616	
Approach Delay, s/veh		31.5			32.0			29.1			22.0	
Approach LOS		C			C			C			C	

Timer												
Assigned Phase	7	4		3	8		5	2		1	6	
Phase Duration (G+Y+Rc), s	11.00	34.00		11.00	34.00		9.00	36.00		19.00	46.00	
Change Period (Y+Rc), s	5.00	5.00		5.00	5.00		5.00	5.00		5.00	5.00	
Max Green Setting (Gmax), s	6.00	29.00		6.00	29.00		4.00	31.00		14.00	41.00	
Max Q Clear Time (g_c+I1), s	5.71	14.07		8.00	11.97		5.45	15.29		12.40	9.99	
Green Extension Time (p_c)	0.01	6.04		0.00	6.45		0.00	3.20		0.20	3.82	

Intersection Summary	
HCM 2010 Control Delay	28.9
HCM 2010 Level of Service	C

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	88	385	48	176	602	378	113	324	111	275	256	84
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Queue, veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking, Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow Rate	1900	1883	1883	1881	1881	1900	1881	1881	1881	1863	1863	1900
Lanes	1	2	0	1	2	1	1	1	1	1	1	1
Capacity, veh/h	274	953	118	344	1037	468	490	583	496	442	764	662
Arriving On Green	0.06	0.29	0.29	0.06	0.29	0.29	0.04	0.31	0.31	0.14	0.41	0.41
Sat Flow, veh/h	1809.5	3287.0	407.6	1791.6	1615.0	1615.0	1791.6	1599.0	1599.0	1774.0	1615.0	1615.0
Grp Volume(v), veh/h	100.0	249.7	242.4	200.0	684.1	214.8	139.5	400.0	69.1	289.5	269.5	44.2
Grp Sat Flow(s),veh/h/ln	1809.5	1883.3	1811.3	1791.6	1787.1	1615.0	1791.6	1881.2	1599.0	1774.0	1862.7	1615.0
Q Serve(g_s), s	3.8	10.9	11.0	6.0	16.8	10.9	4.0	18.6	3.1	8.4	10.0	1.7
Cycle Q Clear(g_c), s	3.8	10.9	11.0	6.0	16.8	10.9	4.0	18.6	3.1	8.4	10.0	1.7
Proportion In Lane	1.000		0.225	1.000		1.000	1.000		1.000	1.000		1.000
Lane Grp Cap(c), veh/h	274.4	546.1	525.3	343.6	1036.5	468.3	489.7	583.2	495.7	441.6	763.7	662.1
V/C Ratio(X)	0.364	0.457	0.461	0.582	0.660	0.459	0.285	0.686	0.139	0.655	0.353	0.067
Avail Cap(c_a), veh/h	274.4	546.1	525.3	343.6	1036.5	468.3	489.7	583.2	495.7	441.6	763.7	662.1
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Uniform Delay (d), s/veh	24.0	29.1	29.1	27.2	31.2	29.1	23.0	30.2	24.9	17.7	20.3	17.9
Incr Delay (d2), s/veh	3.7	2.7	2.9	7.0	3.3	3.2	1.5	6.4	0.6	7.4	1.3	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Lane Group Delay (d), s/veh	27.7	31.8	32.0	34.2	34.5	32.3	24.5	36.7	25.5	25.1	21.6	18.1
Lane Group LOS	C	C	C	C	C	C	C	D	C	C	C	B
Approach Volume, veh/h		592			1099			609			603	
Approach Delay, s/veh		31.2			34.0			32.6			23.0	
Approach LOS		C			C			C			C	

Timer												
Assigned Phase	7	4		3	8		5	2		1	6	
Phase Duration (G+Y+Rc), s	11.00	34.00		11.00	34.00		9.00	36.00		19.00	46.00	
Change Period (Y+Rc), s	5.00	5.00		5.00	5.00		5.00	5.00		5.00	5.00	
Max Green Setting (Gmax), s	6.00	29.00		6.00	29.00		4.00	31.00		14.00	41.00	
Max Q Clear Time (g_c+I1), s	5.80	12.97		8.00	18.81		6.00	20.63		10.38	11.98	
Green Extension Time (p_c)	0.00	7.76		0.00	5.80		0.00	3.32		0.31	4.92	

Intersection Summary	
HCM 2010 Control Delay	30.9
HCM 2010 Level of Service	C

SANDERSON STEWART

APPENDIX C

TRIP GENERATION COUNT SUMMARIES

Trip Generation Counts 11/7/2012
Pita Pit Restaurant
2228 Grand Avenue
Billings, MT 59102

Weekday PM

	In	Out	Total
4:30-4:45	5	6	11
4:45-5:00	2	3	5
5:00-5:15	3	2	5
5:15-5:30	0	1	1
Total	10	12	22
Percent	45%	55%	100%

Gross Floor Area = 2600 SF
Average Rate = 8.46 trips/1000 SF

Weekday Noon

	In	Out	Total
12:00-12:15	3	6	9
12:15-12:30	4	5	9
12:30-12:45	6	3	9
12:45-1:00	7	10	17
Total	20	24	44
Percent	45%	55%	100%

Gross Floor Area = 2600 SF
Average Rate = 16.92 trips/1000 SF

Weekend Noon

	In	Out	Total
12:00-12:15	3	3	6
12:15-12:30	4	3	7
12:30-12:45	5	3	8
12:45-1:00	3	6	9
Total	15	15	30
Percent	50%	50%	100%

Gross Floor Area = 2600 SF
Average Rate = 11.54 trips/1000 SF

Trip Generation Counts 11/7/2012
Spicy Pickle Restaurant
900 S 24th St W, #6
Billings, MT 59102

Weekday PM

	In	Out	Total
4:30-4:45	3	3	6
4:45-5:00	1	0	1
5:00-5:15	0	0	0
5:15-5:30	2	1	3
Total	6	4	10
Percent	60%	40%	100%

Gross Floor Area = 1800 SF
Average Rate = 5.56 trips/1000 SF

Weekday Noon

	In	Out	Total
12:00-12:15	10	6	16
12:15-12:30	7	9	16
12:30-12:45	9	6	15
12:45-1:00	2	5	7
Total	28	26	54
Percent	52%	48%	100%

Gross Floor Area = 1800 SF
Average Rate = 30.00 trips/1000 SF

SANDERSON STEWART

APPENDIX D

CAPACITY CALCULATIONS – EXISTING + PROJECT

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	44	127	35	77	127	78	32	530	75	65	501	49
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Queue, veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking, Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow Rate	1863	1885	1885	1900	1863	1900	1900	1884	1884	1900	1883	1883
Lanes	1	1	0	1	1	1	1	1	0	1	1	0
Capacity, veh/h	280	294	81	244	385	334	440	887	125	402	952	93
Arriving On Green	0.21	0.21	0.21	0.21	0.21	0.21	0.02	0.55	0.55	0.03	0.56	0.56
Sat Flow, veh/h	1245.9	1423.7	392.3	1218.7	1862.7	1615.0	1809.5	1614.7	228.5	1809.5	1688.6	165.1
Grp Volume(v), veh/h	50.0	0.0	184.1	83.7	138.0	42.4	34.4	0.0	650.5	69.1	0.0	585.1
Grp Sat Flow(s),veh/h/ln	1245.9	0.0	1816.0	1218.7	1862.7	1615.0	1809.5	0.0	1843.2	1809.5	0.0	1853.7
Q Serve(g_s), s	2.5	0.0	6.4	4.6	4.5	1.5	0.6	0.0	17.5	1.1	0.0	14.3
Cycle Q Clear(g_c), s	7.1	0.0	6.4	11.0	4.5	1.5	0.6	0.0	17.5	1.1	0.0	14.3
Proportion In Lane	1.000		0.216	1.000		1.000	1.000		0.124	1.000		0.089
Lane Grp Cap(c), veh/h	279.7	0.0	375.3	244.2	384.9	333.8	440.2	0.0	1012.2	401.7	0.0	1045.6
V/C Ratio(X)	0.179	0.000	0.491	0.343	0.359	0.127	0.078	0.000	0.643	0.172	0.000	0.560
Avail Cap(c_a), veh/h	408.2	0.0	562.6	369.8	577.0	500.3	509.4	0.0	1012.2	444.0	0.0	1045.6
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.000	0.000	1.000	1.000	1.000	1.000	1.000	0.000	1.000	1.000	0.000	1.000
Uniform Delay (d), s/veh	27.2	0.0	24.9	29.7	24.1	23.0	8.1	0.0	11.2	8.6	0.0	9.9
Incr Delay (d2), s/veh	0.3	0.0	1.0	0.8	0.6	0.2	0.1	0.0	3.1	0.2	0.0	2.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Lane Group Delay (d), s/veh	27.5	0.0	25.9	30.5	24.7	23.1	8.1	0.0	14.3	8.8	0.0	12.0
Lane Group LOS	C		C	C	C	C	A		B	A		B
Approach Volume, veh/h		234			264			685			654	
Approach Delay, s/veh		26.2			26.3			14.0			11.7	
Approach LOS		C			C			B			B	

Timer												
Assigned Phase		4			8		5	2		1	6	
Phase Duration (G+Y+Rc), s		19.68			19.68		6.28	44.00		7.34	45.06	
Change Period (Y+Rc), s		5.00			5.00		5.00	5.00		5.00	5.00	
Max Green Setting (Gmax), s		22.00			22.00		4.00	39.00		4.00	39.00	
Max Q Clear Time (g_c+I1), s		9.05			12.98		2.60	19.46		3.14	16.28	
Green Extension Time (p_c)		2.05			1.70		0.00	8.65		0.01	9.31	

Intersection Summary		
HCM 2010 Control Delay	16.5	
HCM 2010 Level of Service	B	

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	62	177	39	119	245	91	48	570	73	73	497	85
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Queue, veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking, Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow Rate	1900	1885	1885	1900	1900	1900	1900	1883	1883	1900	1884	1884
Lanes	1	1	0	1	1	1	1	1	0	1	1	0
Capacity, veh/h	245	402	89	269	511	434	323	817	105	296	802	137
Arriving On Green	0.27	0.27	0.27	0.27	0.27	0.27	0.03	0.50	0.50	0.04	0.51	0.51
Sat Flow, veh/h	1108.2	1496.6	329.8	1149.4	1900.0	1615.0	1809.5	1636.7	209.6	1809.5	1568.4	268.2
Grp Volume(v), veh/h	71.3	0.0	248.3	140.0	288.2	54.1	53.9	0.0	722.5	83.9	0.0	669.0
Grp Sat Flow(s),veh/h/ln	1108.2	0.0	1826.4	1149.4	1900.0	1615.0	1809.5	0.0	1846.3	1809.5	0.0	1836.6
Q Serve(g_s), s	4.6	0.0	9.0	9.2	10.2	2.0	1.1	0.0	25.1	1.7	0.0	21.9
Cycle Q Clear(g_c), s	14.8	0.0	9.0	18.2	10.2	2.0	1.1	0.0	25.1	1.7	0.0	21.9
Proportion In Lane	1.000		0.181	1.000		1.000	1.000		0.114	1.000		0.146
Lane Grp Cap(c), veh/h	245.1	0.0	490.9	268.9	510.7	434.1	323.0	0.0	922.0	296.0	0.0	939.3
V/C Ratio(X)	0.291	0.000	0.506	0.521	0.564	0.125	0.167	0.000	0.784	0.284	0.000	0.712
Avail Cap(c_a), veh/h	259.4	0.0	514.5	283.7	535.2	454.9	365.5	0.0	922.0	316.6	0.0	939.3
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.000	0.000	1.000	1.000	1.000	1.000	1.000	0.000	1.000	1.000	0.000	1.000
Uniform Delay (d), s/veh	31.0	0.0	24.2	31.8	24.6	21.6	12.0	0.0	16.1	13.2	0.0	14.7
Incr Delay (d2), s/veh	0.6	0.0	0.8	1.6	1.3	0.1	0.2	0.0	6.6	0.5	0.0	4.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Lane Group Delay (d), s/veh	31.7	0.0	25.0	33.4	25.9	21.7	12.3	0.0	22.7	13.7	0.0	19.2
Lane Group LOS	C		C	C	C	C	B		C	B		B
Approach Volume, veh/h		320			482			776			753	
Approach Delay, s/veh		26.5			27.6			22.0			18.6	
Approach LOS		C			C			C			B	

Timer												
Assigned Phase		4			8		5	2		1	6	
Phase Duration (G+Y+Rc), s		25.99			25.99		7.17	44.00		8.11	44.94	
Change Period (Y+Rc), s		5.00			5.00		5.00	5.00		5.00	5.00	
Max Green Setting (Gmax), s		22.00			22.00		4.00	39.00		4.00	39.00	
Max Q Clear Time (g_c+I1), s		16.84			20.15		3.13	27.14		3.70	23.86	
Green Extension Time (p_c)		2.00			0.84		0.01	7.25		0.00	8.58	

Intersection Summary		
HCM 2010 Control Delay	22.7	
HCM 2010 Level of Service	C	

Intersection	
Intersection Delay (sec/veh):	37.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Volume (vph)	60	6	79	0	4	9	70	590	1	6	517	71
Conflicting Peds.(#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
Right Turn Channelized	None	None	None	None	None	None	None	None	None	None	None	None
Storage Length	0		0	0		0	100		0	100		0
Median Width		0			0			12			12	
Grade (%)		0%			0%			0%			0%	
Peak Hour Factor	0.84	0.84	0.84	0.75	0.75	0.75	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles(%)	0	0	0	0	0	0	0	1	0	0	1	0
Movement Flow Rate	71	7	94	0	5	12	78	656	1	7	574	79
Number of Lanes	0	1	0	0	1	0	1	1	0	1	1	0

Major/Minor	Minor 2			Minor 1			Major 1			Major 2		
Conflicting Flow Rate - All	1449	1441	327	1491	1480	329	653	0	0	657	0	0
Stage 1	628	628	-	813	813	-	-	-	-	-	-	-
Stage 2	821	813	-	678	667	-	-	-	-	-	-	-
Follow-up Headway	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Capacity-1 Maneuver	# 65	79	719	57	71	*824	943	-	-	*824	-	-
Stage 1	474	479	-	417	387	-	-	-	-	-	-	-
Stage 2	409	387	-	445	460	-	-	-	-	-	-	-
Time blocked-Platoon(%)	45	45	0	45	45	45	0	-	-	45	-	-
Mov Capacity-1 Maneuver	# 56	71	719	43	65	*824	943	-	-	*824	-	-
Mov Capacity-2 Maneuver	# 56	71	-	43	65	-	-	-	-	-	-	-
Stage 1	435	475	-	383	355	-	-	-	-	-	-	-
Stage 2	364	355	-	378	456	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay (s)	$ 333	27.3	1	0.1
HCM LOS	F	D	A	A

Lane	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (vph)				*115	*179			
HCM Control Delay (s)	9.16	0	-	$ 27.3	27.3	9.405	0	-
HCM Lane VC Ratio	0.082	-	-	1.501	0.097	0.008	-	-
HCM Lane LOS	A	A	-	F	D	A	A	-
HCM 95th Percentile Queue (veh)	0.269	-	-	12.416	0.317	0.024	-	-

Intersection	
Intersection Delay (sec/veh):	87.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Volume (vph)	55	1	63	0	2	8	87	690	4	6	545	75
Conflicting Peds.(#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
Right Turn Channelized	None	None	None	None	None	None	None	None	None	None	None	None
Storage Length	0		0	0		0	100		0	100		0
Median Width		0			0			12			12	
Grade (%)		0%			0%			0%			0%	
Peak Hour Factor	0.78	0.78	0.78	0.50	0.50	0.50	0.90	0.90	0.90	0.95	0.95	0.95
Heavy Vehicles(%)	0	0	0	0	0	0	0	1	0	0	1	0
Movement Flow Rate	71	1	81	0	4	16	97	767	4	6	574	79
Number of Lanes	0	1	0	0	1	0	1	1	0	1	1	0

Major/Minor	Minor 2			Minor 1			Major 1			Major 2		
Conflicting Flow Rate - All	1599	1591	327	1630	1628	386	653	0	0	771	0	0
Stage 1	626	626	-	963	963	-	-	-	-	-	-	-
Stage 2	973	965	-	667	665	-	-	-	-	-	-	-
Follow-up Headway	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Capacity-1 Maneuver	# 33	43	719	29	38	*691	943	-	-	*691	-	-
Stage 1	475	480	-	315	298	-	-	-	-	-	-	-
Stage 2	307	297	-	451	461	-	-	-	-	-	-	-
Time blocked-Platoon(%)	54	54	0	54	54	54	0	-	-	54	-	-
Mov Capacity-1 Maneuver	# 27	38	719	23	34	*691	943	-	-	*691	-	-
Mov Capacity-2 Maneuver	# 27	38	-	23	34	-	-	-	-	-	-	-
Stage 1	426	476	-	283	267	-	-	-	-	-	-	-
Stage 2	265	266	-	396	457	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay (s)	$ 960.5	34.5	1	0.1
HCM LOS	F	D	A	A

Lane	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (vph)				*55	*142			
HCM Control Delay (s)	9.253	0	-	$ 34.5	34.5	10.258	0	-
HCM Lane VC Ratio	0.103	-	-	2.774	0.141	0.009	-	-
HCM Lane LOS	A	A	-	F	D	B	A	-
HCM 95th Percentile Queue (veh)	0.342	-	-	15.813	0.477	0.028	-	-

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	91	409	79	196	414	357	72	244	112	333	215	82
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Queue, veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking, Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow Rate	1863	1869	1869	1881	1863	1863	1900	1881	1810	1881	1881	1900
Lanes	1	2	0	1	2	1	1	1	1	1	1	1
Capacity, veh/h	359	884	170	329	1026	459	507	583	477	511	771	662
Arriving On Green	0.06	0.29	0.29	0.06	0.29	0.29	0.04	0.31	0.31	0.14	0.41	0.41
Sat Flow, veh/h	1774.0	3049.4	584.8	1791.6	1583.3	1583.3	1809.5	1538.1	1538.1	1791.6	1615.0	1615.0
Grp Volume(v), veh/h	97.8	268.3	256.5	206.3	435.8	188.4	91.1	308.9	70.9	354.3	228.7	43.6
Grp Sat Flow(s),veh/h/ln	1774.0	1868.7	1765.5	1791.6	1769.6	1583.3	1809.5	1881.2	1538.1	1791.6	1881.2	1615.0
Q Serve(g_s), s	3.8	11.9	12.1	6.0	10.0	9.6	3.4	13.6	3.3	10.6	8.2	1.6
Cycle Q Clear(g_c), s	3.8	11.9	12.1	6.0	10.0	9.6	3.4	13.6	3.3	10.6	8.2	1.6
Proportion In Lane	1.000		0.331	1.000		1.000	1.000		1.000	1.000		1.000
Lane Grp Cap(c), veh/h	359.0	541.9	512.0	329.0	1026.4	459.2	507.1	583.2	476.8	510.7	771.3	662.1
V/C Ratio(X)	0.273	0.495	0.501	0.627	0.425	0.410	0.180	0.530	0.149	0.694	0.297	0.066
Avail Cap(c_a), veh/h	359.0	541.9	512.0	329.0	1026.4	459.2	507.1	583.2	476.8	510.7	771.3	662.1
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Uniform Delay (d), s/veh	22.9	29.4	29.5	28.1	28.7	28.6	22.2	28.5	25.0	16.4	19.8	17.9
Incr Delay (d2), s/veh	1.9	3.2	3.5	8.7	1.3	2.7	0.8	3.4	0.7	7.6	1.0	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Lane Group Delay (d), s/veh	24.8	32.6	33.0	36.9	30.0	31.3	23.0	31.9	25.6	24.0	20.8	18.1
Lane Group LOS	C	C	C	D	C	C	C	C	C	C	C	B
Approach Volume, veh/h		623			831			471			627	
Approach Delay, s/veh		31.5			32.0			29.2			22.4	
Approach LOS		C			C			C			C	

Timer												
Assigned Phase	7	4		3	8		5	2		1	6	
Phase Duration (G+Y+Rc), s	11.00	34.00		11.00	34.00		9.00	36.00		19.00	46.00	
Change Period (Y+Rc), s	5.00	5.00		5.00	5.00		5.00	5.00		5.00	5.00	
Max Green Setting (Gmax), s	6.00	29.00		6.00	29.00		4.00	31.00		14.00	41.00	
Max Q Clear Time (g_c+I1), s	5.79	14.07		8.00	11.97		5.45	15.55		12.60	10.17	
Green Extension Time (p_c)	0.00	6.05		0.00	6.46		0.00	3.24		0.18	3.89	

Intersection Summary	
HCM 2010 Control Delay	29.0
HCM 2010 Level of Service	C

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	88	385	48	176	602	380	113	325	111	277	257	84
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Queue, veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking, Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow Rate	1900	1883	1883	1881	1881	1900	1881	1881	1881	1863	1863	1900
Lanes	1	2	0	1	2	1	1	1	1	1	1	1
Capacity, veh/h	274	953	118	344	1037	468	489	583	496	441	764	662
Arriving On Green	0.06	0.29	0.29	0.06	0.29	0.29	0.04	0.31	0.31	0.14	0.41	0.41
Sat Flow, veh/h	1809.5	3287.0	407.6	1791.6	1615.0	1615.0	1791.6	1599.0	1599.0	1774.0	1615.0	1615.0
Grp Volume(v), veh/h	100.0	249.7	242.4	200.0	684.1	215.9	139.5	401.2	69.1	291.6	270.5	44.2
Grp Sat Flow(s),veh/h/ln	1809.5	1883.3	1811.3	1791.6	1787.1	1615.0	1791.6	1881.2	1599.0	1774.0	1862.7	1615.0
Q Serve(g_s), s	3.8	10.9	11.0	6.0	16.8	11.0	4.0	18.7	3.1	8.5	10.0	1.7
Cycle Q Clear(g_c), s	3.8	10.9	11.0	6.0	16.8	11.0	4.0	18.7	3.1	8.5	10.0	1.7
Proportion In Lane	1.000		0.225	1.000		1.000	1.000		1.000	1.000		1.000
Lane Grp Cap(c), veh/h	274.4	546.1	525.3	343.6	1036.5	468.3	489.1	583.2	495.7	440.8	763.7	662.1
V/C Ratio(X)	0.364	0.457	0.461	0.582	0.660	0.461	0.285	0.688	0.139	0.661	0.354	0.067
Avail Cap(c_a), veh/h	274.4	546.1	525.3	343.6	1036.5	468.3	489.1	583.2	495.7	440.8	763.7	662.1
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Uniform Delay (d), s/veh	24.0	29.1	29.1	27.2	31.2	29.1	23.0	30.3	24.9	17.8	20.4	17.9
Incr Delay (d2), s/veh	3.7	2.7	2.9	7.0	3.3	3.2	1.5	6.5	0.6	7.6	1.3	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Lane Group Delay (d), s/veh	27.7	31.8	32.0	34.2	34.5	32.3	24.5	36.8	25.5	25.4	21.6	18.1
Lane Group LOS	C	C	C	C	C	C	C	D	C	C	C	B
Approach Volume, veh/h		592			1100			610			606	
Approach Delay, s/veh		31.2			34.0			32.7			23.2	
Approach LOS		C			C			C			C	

Timer												
Assigned Phase	7	4		3	8		5	2		1	6	
Phase Duration (G+Y+Rc), s	11.00	34.00		11.00	34.00		9.00	36.00		19.00	46.00	
Change Period (Y+Rc), s	5.00	5.00		5.00	5.00		5.00	5.00		5.00	5.00	
Max Green Setting (Gmax), s	6.00	29.00		6.00	29.00		4.00	31.00		14.00	41.00	
Max Q Clear Time (g_c+I1), s	5.80	12.97		8.00	18.81		6.00	20.71		10.46	12.02	
Green Extension Time (p_c)	0.00	7.76		0.00	5.81		0.00	3.32		0.31	4.94	

Intersection Summary	
HCM 2010 Control Delay	30.9
HCM 2010 Level of Service	C

SANDERSON STEWART

APPENDIX E

CAPACITY CALCULATIONS – PROPOSED IMPROVEMENT ALTERNATIVES

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	60	6	79	0	4	9	70	590	1	6	517	71
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Queue, veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking, Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow Rate	1900	1900	1900	0	1900	1900	1900	1881	1881	1900	1883	1883
Lanes	0	1	0	0	1	0	1	1	0	1	1	0
Capacity, veh/h	188	32	116	0	89	200	519	1195	2	522	1032	142
Arriving On Green	0.17	0.17	0.17	0.00	0.17	0.17	0.64	0.64	0.64	0.64	0.64	0.64
Sat Flow, veh/h	515.2	46.9	678.3	0.0	521.0	1172.2	791.6	1877.5	3.2	789.1	1621.5	222.7
Grp Volume(v), veh/h	172.6	0.0	0.0	0.0	0.0	17.3	77.8	0.0	656.7	6.7	0.0	653.3
Grp Sat Flow(s),veh/h/ln	1245.0	0.0	0.0	0.0	0.0	1693.1	791.6	0.0	1880.7	789.1	0.0	1844.1
Q Serve(g_s), s	4.1	0.0	0.0	0.0	0.0	0.4	2.6	0.0	8.1	0.2	0.0	8.3
Cycle Q Clear(g_c), s	5.4	0.0	0.0	0.0	0.0	0.4	10.8	0.0	8.1	8.3	0.0	8.3
Proportion In Lane	0.414		0.545	0.000		0.692	1.000		0.002	1.000		0.121
Lane Grp Cap(c), veh/h	335.2	0.0	0.0	0.0	0.0	289.5	519.3	0.0	1197.4	521.7	0.0	1174.2
V/C Ratio(X)	0.515	0.000	0.000	0.000	0.000	0.060	0.150	0.000	0.548	0.013	0.000	0.556
Avail Cap(c_a), veh/h	577.4	0.0	0.0	0.0	0.0	651.2	1080.8	0.0	2531.5	1081.5	0.0	2482.3
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.000	0.000	0.000	0.000	0.000	1.000	1.000	0.000	1.000	1.000	0.000	1.000
Uniform Delay (d), s/veh	16.2	0.0	0.0	0.0	0.0	14.4	7.3	0.0	4.2	6.5	0.0	4.3
Incr Delay (d2), s/veh	1.2	0.0	0.0	0.0	0.0	0.1	0.1	0.0	0.4	0.0	0.0	0.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Lane Group Delay (d), s/veh	17.4	0.0	0.0	0.0	0.0	14.5	7.4	0.0	4.6	6.5	0.0	4.7
Lane Group LOS	B					B	A		A	A		A
Approach Volume, veh/h		173			17			734			660	
Approach Delay, s/veh		17.4			14.5			4.9			4.7	
Approach LOS		B			B			A			A	

Timer												
Assigned Phase		4			8			2			6	
Phase Duration (G+Y+Rc), s		11.11			11.11			30.49			30.49	
Change Period (Y+Rc), s		4.00			4.00			4.00			4.00	
Max Green Setting (Gmax), s		16.00			16.00			56.00			56.00	
Max Q Clear Time (g_c+I1), s		7.37			2.36			12.84			10.31	
Green Extension Time (p_c)		0.64			0.85			13.65			13.84	

Intersection Summary												
HCM 2010 Control Delay			6.3									
HCM 2010 Level of Service			A									

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	55	1	63	0	2	8	87	690	4	6	545	75
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Queue, veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking, Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow Rate	1900	1900	1900	0	1900	1900	1900	1881	1881	1900	1883	1883
Lanes	0	1	0	0	1	0	1	1	0	1	1	0
Capacity, veh/h	185	22	99	0	52	208	542	1238	7	467	1074	148
Arriving On Green	0.16	0.16	0.16	0.00	0.16	0.16	0.66	0.66	0.66	0.66	0.66	0.66
Sat Flow, veh/h	553.5	9.2	634.1	0.0	333.0	1332.0	792.1	1868.5	10.8	709.3	1621.0	223.1
Grp Volume(v), veh/h	152.6	0.0	0.0	0.0	0.0	20.0	96.7	0.0	771.1	6.3	0.0	652.6
Grp Sat Flow(s),veh/h/ln	1197.7	0.0	0.0	0.0	0.0	1664.9	792.1	0.0	1879.4	709.3	0.0	1844.1
Q Serve(g_s), s	4.1	0.0	0.0	0.0	0.0	0.5	3.2	0.0	10.4	0.2	0.0	8.2
Cycle Q Clear(g_c), s	5.3	0.0	0.0	0.0	0.0	0.5	11.4	0.0	10.4	10.6	0.0	8.2
Proportion In Lane	0.462		0.529	0.000		0.800	1.000		0.006	1.000		0.121
Lane Grp Cap(c), veh/h	306.1	0.0	0.0	0.0	0.0	259.9	541.7	0.0	1245.6	466.7	0.0	1222.2
V/C Ratio(X)	0.498	0.000	0.000	0.000	0.000	0.077	0.178	0.000	0.619	0.014	0.000	0.534
Avail Cap(c_a), veh/h	530.9	0.0	0.0	0.0	0.0	603.2	1021.0	0.0	2382.9	896.0	0.0	2338.2
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.000	0.000	0.000	0.000	0.000	1.000	1.000	0.000	1.000	1.000	0.000	1.000
Uniform Delay (d), s/veh	17.6	0.0	0.0	0.0	0.0	15.9	6.9	0.0	4.3	7.3	0.0	3.9
Incr Delay (d2), s/veh	1.3	0.0	0.0	0.0	0.0	0.1	0.2	0.0	0.5	0.0	0.0	0.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Lane Group Delay (d), s/veh	18.9	0.0	0.0	0.0	0.0	16.0	7.0	0.0	4.8	7.3	0.0	4.3
Lane Group LOS	B					B	A		A	A		A
Approach Volume, veh/h		153			20			868			659	
Approach Delay, s/veh		18.9			16.0			5.0			4.3	
Approach LOS		B			B			A			A	

Timer												
Assigned Phase		4			8			2			6	
Phase Duration (G+Y+Rc), s		10.89			10.89			33.27			33.27	
Change Period (Y+Rc), s		4.00			4.00			4.00			4.00	
Max Green Setting (Gmax), s		16.00			16.00			56.00			56.00	
Max Q Clear Time (g_c+I1), s		7.27			2.45			13.36			12.59	
Green Extension Time (p_c)		0.56			0.75			15.91			16.00	

Intersection Summary	
HCM 2010 Control Delay	6.1
HCM 2010 Level of Service	A

Intersection	
Intersection Delay (sec/veh):	1.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Volume (vph)	0	0	145	0	0	13	70	590	1	6	517	71
Conflicting Peds.(#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
Right Turn Channelized	None	None	None	None	None	None	None	None	None	None	None	None
Storage Length	0		0	0		0	100		0	100		0
Median Width		0			0			12			12	
Grade (%)		0%			0%			0%			0%	
Peak Hour Factor	0.84	0.84	0.84	0.75	0.75	0.75	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles(%)	0	0	0	0	0	0	0	1	0	0	1	0
Movement Flow Rate	0	0	173	0	0	17	78	656	1	7	574	79
Number of Lanes	0	0	1	0	0	1	1	1	0	1	1	0

Major/Minor	Minor 2			Minor 1			Major 1			Major 2		
Conflicting Flow Rate - All	~	~	327	~	~	329	653	0	0	657	0	0
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Headway	0	0	3.3	0	0	3.3	2.2	-	-	2.2	-	-
Pot Capacity-1 Maneuver	0	0	719	0	0	*838	943	-	-	*838	-	-
Stage 1	0	0	-	0	0	-	-	-	-	-	-	-
Stage 2	0	0	-	0	0	-	-	-	-	-	-	-
Time blocked-Platoon(%)	0	0	0	0	0	44	0	-	-	44	-	-
Mov Capacity-1 Maneuver	0	-	719	0	-	*838	943	-	-	*838	-	-
Mov Capacity-2 Maneuver	0	-	-	0	-	-	-	-	-	-	-	-
Stage 1	0	-	-	0	-	-	-	-	-	-	-	-
Stage 2	0	-	-	0	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay (s)	11.6	9.4	1	0.1
HCM LOS	B	A	A	A

Lane	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (vph)				*719	*838			
HCM Control Delay (s)	9.16	0	-	11.6	9.4	9.33	0	-
HCM Lane VC Ratio	0.082	-	-	0.24	0.021	0.008	-	-
HCM Lane LOS	A	A	-	B	A	A	A	-
HCM 95th Percentile Queue (veh)	0.269	-	-	0.935	0.063	0.024	-	-

Intersection	
Intersection Delay (sec/veh):	1.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Volume (vph)	0	0	119	0	0	10	87	690	4	6	545	75
Conflicting Peds.(#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
Right Turn Channelized	None	None	None	None	None	None	None	None	None	None	None	None
Storage Length	0		0	0		0	100		0	100		0
Median Width		0			0			12			12	
Grade (%)		0%			0%			0%			0%	
Peak Hour Factor	0.78	0.78	0.78	0.50	0.50	0.50	0.90	0.90	0.90	0.95	0.95	0.95
Heavy Vehicles(%)	0	0	0	0	0	0	0	1	0	0	1	0
Movement Flow Rate	0	0	153	0	0	20	97	767	4	6	574	79
Number of Lanes	0	0	1	0	0	1	1	1	0	1	1	0

Major/Minor	Minor 2			Minor 1			Major 1			Major 2		
Conflicting Flow Rate - All	~	~	327	~	~	386	653	0	0	771	0	0
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Headway	0	0	3.3	0	0	3.3	2.2	-	-	2.2	-	-
Pot Capacity-1 Maneuver	0	0	719	0	0	*708	943	-	-	*708	-	-
Stage 1	0	0	-	0	0	-	-	-	-	-	-	-
Stage 2	0	0	-	0	0	-	-	-	-	-	-	-
Time blocked-Platoon(%)	0	0	0	0	0	53	0	-	-	53	-	-
Mov Capacity-1 Maneuver	0	-	719	0	-	*708	943	-	-	*708	-	-
Mov Capacity-2 Maneuver	0	-	-	0	-	-	-	-	-	-	-	-
Stage 1	0	-	-	0	-	-	-	-	-	-	-	-
Stage 2	0	-	-	0	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay (s)	11.4	10.2	1	0.1
HCM LOS	B	B	A	A

Lane	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (vph)				*719	*708			
HCM Control Delay (s)	9.253	0	-	11.4	10.2	10.131	0	-
HCM Lane VC Ratio	0.103	-	-	0.212	0.028	0.009	-	-
HCM Lane LOS	A	A	-	B	B	B	A	-
HCM 95th Percentile Queue (veh)	0.342	-	-	0.799	0.087	0.027	-	-

Warrant 1: Eight-Hour Vehicular Volume

General Information

Agency/Company:	Sanderson Stewart
Date:	11/27/2012
Project Number:	76176.86
Project Description:	Pickle Barrel - Lot 2, Block 28 of Harvest Sub, 3rd Filing
Jurisdiction:	City of Billings
Major Street Speed Limit:	35 mph
Major Street (Approach Lanes):	32nd St W (1 lane)
Minor Street (Approach Lanes):	Rosebud Dr (1 lane)
Analysis Year/Case:	Existing (2012)

Hour Begin	Avg. Entering Volume				Major Street Total (Both Approaches)	Higher Volume Minor Approach
	NB/SB		EB	WB		
0:00	62		5	1	62	5
1:00	34		3	0	34	3
2:00	35		3	0	35	3
3:00	31		3	0	31	3
4:00	57		5	1	57	5
5:00	158		13	1	158	13
6:00	364		31	3	364	31
7:00	745		63	7	745	63
8:00	874		74	8	874	74
9:00	798		68	8	798	68
10:00	905		77	9	905	77
11:00	1099		93	10	1099	93
12:00	1262		107	12	1262	107
13:00	1183		100	11	1183	100
14:00	1229		104	12	1229	104
15:00	1275		108	12	1275	108
16:00	1316		112	13	1316	112
17:00	1275		108	12	1275	108
18:00	971		82	9	971	82
19:00	670		57	6	670	57
20:00	501		42	5	501	42
21:00	353		30	3	353	30
22:00	213		18	2	213	18
23:00	133		11	1	133	11
TOTAL	**15537**	**0**	**1317**	**148**	**15537**	**1317**

Condition A - Minimum Vehicular Volume (100% Columns):

Major Street Total > 500 and Minor Street Total > 150 for 8 hours? **No (0 hrs)**

Condition B - Interruption of Continuous Traffic (100% Columns):

Major Street Total > 750 and Minor Street Total > 75 for 8 hours? **Yes (9 hrs)**

Combination of Conditions A & B (80% Columns):

Major Street Total > 400 and Minor Street Total > 120 for 8 hours? **No (0 hrs)**

Major Street Total > 600 and Minor Street Total > 60 for 8 hours? **Yes (12 hrs)**

Warrant 1 Satisfied? **Yes**

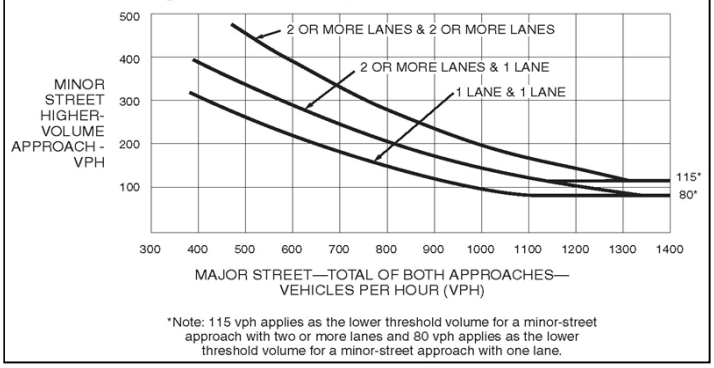
Warrant 2: Four-Hour Vehicular Volume

General Information

Agency/Company:	Sanderson Stewart
Date:	11/27/2012
Project Number:	76176.86
Project Description:	Pickle Barrel - Lot 2, Block 28 of Harvest Sub, 3rd Filing
Jurisdiction:	City of Billings
Major Street Speed Limit:	35 mph
Major Street (Approach Lanes):	32nd St W (1 lane)
Minor Street (Approach Lanes):	Rosebud Dr (1 lane)
Analysis Year/Case:	Existing (2012)

Hour Begin	Avg. Entering Volume				Major Street Total (Both Approaches)	Higher Volume Minor Approach
	NB/SB		EB	WB		
0:00	62		5	1	62	5
1:00	34		3	0	34	3
2:00	35		3	0	35	3
3:00	31		3	0	31	3
4:00	57		5	1	57	5
5:00	158		13	1	158	13
6:00	364		31	3	364	31
7:00	745		63	7	745	63
8:00	874		74	8	874	74
9:00	798		68	8	798	68
10:00	905		77	9	905	77
11:00	1099		93	10	1099	93
12:00	1262		107	12	1262	107
13:00	1183		100	11	1183	100
14:00	1229		104	12	1229	104
15:00	1275		108	12	1275	108
16:00	1316		112	13	1316	112
17:00	1275		108	12	1275	108
18:00	971		82	9	971	82
19:00	670		57	6	670	57
20:00	501		42	5	501	42
21:00	353		30	3	353	30
22:00	213		18	2	213	18
23:00	133		11	1	133	11
TOTAL	**15537**	**0**	**1317**	**148**	**15537**	**1317**

Figure 4C-1. Warrant 2, Four-Hour Vehicular Volume



*Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor-street approach with one lane.

Meets warrant criteria on graph for minimum of 4 hours (100% thresholds)? **Yes (7 hrs)**

Warrant 2 Satisfied? **Yes**

Warrant 3: Peak Hour

General Information

Agency/Company:	Sanderson Stewart
Date:	11/27/2012
Project Number:	76176.86
Project Description:	Pickle Barrel - Lot 2, Block 28 of Harvest Sub, 3rd Filing
Jurisdiction:	City of Billings
Major Street Speed Limit:	35 mph
Major Street (Approach Lanes):	32nd St W (1 lane)
Minor Street (Approach Lanes):	Rosebud Dr (1 lane)
Analysis Year/Case:	Existing (2012)

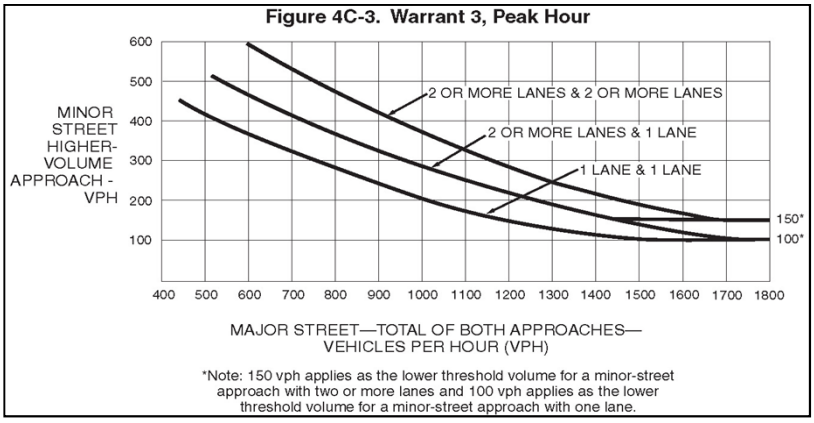
Noon Peak Hour	**12:00-1:00 PM**
High Minor Total Stopped Time Delay (hrs)	**0.04**
Total Volume of Major Approaches (vehs)	**1235**
High Minor Approach Volume (vehs)	**107**
Total Entering Volume (vehs)	**1354**

PM Peak Hour	**4:30-5:30 PM**
High Minor Total Stopped Time Delay (hrs)	**0.22**
Total Volume of Major Approaches (vehs)	**1401**
High Minor Approach Volume (vehs)	**109**
Total Entering Volume (vehs)	**1520**

Category A: Peak Period: PM

Total stopped time delay for minor approach > 4 hrs?	**No**
High minor approach volume > 100 for peak hour?	**Yes (109)**
Total entering volume > 800 for peak hour?	**Yes (1520)**
Category A warrant satisfied?	**No**

Category B:



Meets warrant criteria on graph for minimum of one hour (100% thresholds)?	**Yes**
Warrant 3 Satisfied?	**Yes**

City of Billings

Public Works Department ***Engineering Division***

2224 Montana Avenue
Billings, Montana 59101
Office (406) 657-8321
Fax (406) 237-6291

December 4, 2012

TO: Nicole Cromwell, AICP, Zoning Coordinator
FROM: H. Terry Smith, P.E., PTOE, City Traffic Engineer
SUBJECT: Proposed Zone Change #906, Lot 2, Block 2 Harvest Subd., 3rd Filing

We have reviewed the traffic study submitted in conjunction with the proposed zone change to Neighborhood Commercial for the subject property. As shown by the traffic study, the proposed use associated with the zone change (a sandwich shop) would have adverse traffic impacts at the intersection of Rosebud and 32nd Street West. As outlined below, we do not feel the proposed mitigating measures are desirable.

Installation of a traffic signal. A traffic signal at Rosebud would be approximately 600 feet away from the major signalized intersection of 32nd and King Avenue West. Closely spaced signals significantly reduce the ability to maintain signal progression along an arterial. Existing signals along 32nd are at half-mile intervals. To best handle future traffic growth along 32nd it is imperative that we do not end up with closely spaced signals as we currently have on Grand Avenue or 24th Street West. Additionally, we do not agree with the signal warrant analysis in the traffic study. A deduction in traffic volumes needs to be made for the large percentage of right turns at Rosebud. With such a deduction, signal warrants are not met for either existing traffic or existing plus site traffic. It should be noted that due to equipment limitations we do not currently operate the traffic signals along 32nd Street West as a coordinated corridor.

Median to restrict left turns. We are concerned that preventing left turns from Rosebud onto 32nd would force some of those left turns south to the intersection of Henesta & 32nd. We have already received complaints from the businesses in the strip mall at the northwest corner of King & 32nd about the conflicts and potential hazards with left turns a Henesta. Adding additional traffic from Rosebud would make that situation worse. An option to "solve" the left turn problem at both intersections would be to extend raised median north from King all the way north thru the Rosebud intersection. In addition to not being popular with the adjacent commercial properties, this would have a high potential to push additional commercial traffic back into the residential neighborhoods both east and west of 32nd.

There has been informal discussion of installing a roundabout at Rosebud to mitigate traffic impacts. At this point we have no hard data to show what the additional right-of-way needs would be for a roundabout, nor do we have any traffic analysis showing how a roundabout would function at this location given the close proximity to the signal at King. From a more practical perspective, we don't know how or when the construction of roundabout at this intersection would be funded. Given overall traffic needs in Billings we would not see a roundabout at this location ranking as a high priority on a City-wide basis.

In summary, we believe a zone change to Neighborhood Commercial could result in traffic impacts that cannot be mitigated without creating other adverse impacts. We recommend against the requested zone change at this time on the basis of potential adverse traffic impacts. This does not mean that a zone change could not be considered at a future date when a coordinated signal system is in place and the degree of improvement in traffic flow along 32nd is known.

Attachment G

PLANNED DEVELOPMENT AGREEMENT
For Lot 2, Block 28, of Harvest Subdivision 3rd Filing,
in the City of Billings, Yellowstone County, Montana

THIS AGREEMENT, made and entered into this ___ day of _____, 2012, by and between Terry Havener, Susan Havener, Brittany Evans, Kimberly Erbacher, John Erbacher, Folmer Chirstensen, Mari Christensen as individual property owners and Stockman Bank, LLC a Montana corporation (hereinafter referred to as the "Owners"), and the City of Billings (hereinafter referred to as "City").

WITNESSETH

WHEREAS, the undersigned are Owners of units within Lot 2, Block 28, of Harvest Subdivision, 3rd Filing, according to the record thereof on file in the office of the Clerk and Recorder of Yellowstone County, Montana, a Planned Development affected by this Agreement, as outlined within the City Zoning Ordinance;

WHEREAS, the aforesaid Owners applied for a change of zoning for the above-described real property from Planned Development Residential Multi-family or Church to Planned Development Neighborhood Commercial;

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

NOW, THEREFORE, in consideration of the premises, the Owners and the City hereby establish and declare that Lot 2, Block 28, of Harvest Subdivision 3rd Filing, City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County under Document #1122584 (commonly referred to as 3225 and 3229 Rosebud Drive, Billings, Montana 59102) is hereby zoned Planned Development Neighborhood Commercial effective immediately.

I. PERSONS BOUND BY THE PLANNED DEVELOPMENT AGREEMENT.
All persons, corporations or other entities, who now have or shall hereafter acquire any interest in and to the above-described real property shall be taken and held to agree to the zoning of the above-described real property as Planned Development Neighborhood Commercial.

II. Addendum to Planned Unit Development Agreement – Harvest Subdivision – Official Document on file with the office of the Clerk and Recorder #1231501

Article II, Subsection A is amended to include Block 28, Lot 2 as Neighborhood Commercial.

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

"OWNERS"

Terry Havener

_____

Susan Havener

_____

Brittany Evans

_____

Kimberly Erbacher

_____

John Erbacher

_____

Folmer Christensen

_____

Mari Christensen

_____

Stockman Bank,LLC
a Montana corporation

BY _____
Tim Ludewig, Vice President
duly authorized agent

ATTEST _____

"CITY"

THE CITY OF BILLINGS,

BY _____

Thomas W. Hanel
Its Mayor and duly authorized agent

ATTEST _____
Cari Martin, City Clerk

STATE OF MONTANA)
: ss.
County of Yellowstone)

On this ____ day of _____, 201_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Tom Ludewig, known to me to be a duly authorized agent of Stockman Bank, LLC, a corporation executing the within instrument, and acknowledged to me that he executed the within instrument on behalf of said corporation, having first been authorized so to do.

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

(Notary Seal) _____
Printed Name: _____
Notary Public for the State of Montana
Residing at _____, Montana
My Commission Expires: , 20___

STATE OF MONTANA)
: ss.
County of Yellowstone)

On this ____ day of _____, 201_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Thomas W. Hanel, known to me to be the Mayor and duly authorized agent of the City of Billings, executing the within instrument, and acknowledged to me that he executed the within instrument on behalf of said corporation, having first been authorized so to do.

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

(Notary Seal) _____
Printed Name: _____
Notary Public for the State of Montana
Residing at _____, Montana
My Commission Expires: , 20___

Return To:
Pedersen & Hardy
1001 South 24th Street, Suite 110
Billings MT 59102
Copyright 2006
File No. 32232

3363720
Page: 1 of 24
01/13/2006 04:20P
Yellowstone County DCL 188.00

DECLARATION OF UNIT OWNERSHIP FOR THE ROSE

DONALD M. HANSER and KIM HANSER, do hereby make and submit for filing the following Declaration under the Unit Ownership Act of the State of Montana, Section 70-23-101, et seq. Montana Code Annotated.

1. DEFINITIONS.

In the interpretation of this Declaration and By-Laws of The Rose Owner's Association, the following definitions shall apply:

(a) "Association" means The Rose Owners Association, being all the unit owners acting as a group in accordance with this Declaration and duly adopted By-Laws.

(b) "Building" means a building comprising a part of the property.

(c) "Capital Expenses" means the expense of capital improvements to common areas; "capital improvements" are improvements to the common areas not constructed by Developer, e.g., construction of a tennis court or pool on the common elements.

(d) "Common Elements" means the general common elements and the limited common elements.

(e) "Declaration" means this Declaration of Unit Ownership for The Rose.

(f) "Developer" is DONALD M. HANSER and KIM HANSER or any person or entity to whom they transfer or assign their development rights hereunder. A grant of a deed to a single completed unit by Developer shall not be deemed a transfer of development rights, unless the deed specifically states that development rights are being transferred.

(g) "Eligible Mortgage Holder" means the holder of a first mortgage or trust indenture on any unit who has requested that the Association notify it of any proposed action requiring the consent of a specified percentage of eligible mortgage holders.

(h) "General Common Elements" means those items described in Section 7(a) below. Any portion of the project not identified as part of a unit

or as a limited common element shall be a general common element.

(i) "Limited Common Elements" means those common elements designated in this Declaration or by agreement of the unit owners as reserved for the use of fewer than all of the unit owners.

(j) "Unit" means a separate unit, as defined in Section 5 of this Declaration.

(k) "Unit Owners or Owner" means the person, partnership or corporation owning a unit on which construction of the interior and exterior of the building or portion of a building which is part of the unit has been completed, and for which plans have been recorded, including a contract purchaser if a Notice of Purchaser's Interest is recorded with the Yellowstone County Clerk and Recorder, and including co-owners. Unit owner shall also include Developer, until completion and sale of all units. A lessee of a unit shall not be considered a unit owner.

2. SUBMISSION TO UNIT OWNERSHIP.

The purpose of this Declaration is to submit the real property herein described and the improvements constructed thereon to the form of ownership and use provided by Chapter 23, Title 70, Montana Code Annotated, hereinafter referred to as the "Montana Unit Ownership Act". The definition of terms in this Declaration and the Bylaws of the Association shall be those definitions used in the Montana Unit Ownership Act, except as otherwise provided above. The real property included within the project, which shall be named "THE ROSE", is located in Yellowstone County, Montana, is owned in fee simple by DONALD M. HANSER and KIM HANSER and is more particularly described as follows:

Lot 2, Block 28, of Harvest Subdivision, 3rd Filing, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 1122584.

The provisions of this Declaration and the Bylaws of The Rose Owners Association shall be covenants running with the land and shall be binding on all owners, their tenants and guests, for so long as the real property described herein is subject to the provisions of the Montana Unit Ownership Act.

3. CONSTRUCTION OF PROJECT.

Developer hereby reserves the right to construct up to twenty-three (23) townhomes and common area improvements upon said property without the consent of any unit owner, mortgagee, or trustee or beneficiary of any trust indenture:

Developer may proceed with construction subject to the following conditions:

(a) Developer, or its assigns, may construct the townhomes at any time prior to the tenth anniversary of the date this Declaration is recorded.

Prior to conveyance of each townhome, Developer shall execute and record an amendment to this Declaration; the Amendment shall include floor plans for the newly constructed townhomes, and a site plan showing the location of said townhome, if different from the plans attached to this Declaration, and the date construction of the townhome was completed.

(b) From and after the recording date of each such amendment, the following consequences shall ensue:

(i) The owners of each newly constructed townhome shall have nonexclusive rights to use general common areas to the same extent as the owners of all other completed townhomes.

(ii) The owners of each newly completed townhome shall be assessed in accordance with their ownership interest in the common elements. However, no new townhome shall be assessed for, nor shall it have any obligation for debts or deficits of the Association in existence at the effective date of the townhome's first occupancy.

(iii) Each townhome shall be treated as a part of the project developed as a whole from the beginning, except to the extent otherwise provided herein. From and after the date of the amendment, the new townhomes shall be treated as though they had been developed, held, occupied and used by the owners as part of a single, undivided project.

(c) The newly constructed townhomes shall be similar in materials, style and quality of construction to the existing buildings.

(d) All costs of construction of the townhomes shall be paid by Developer, including all costs of replacement or relocation of common area improvements and all costs of repair of common element improvements, or other units necessitated by or resulting from such construction.

(e) To facilitate construction of the project, Developer hereby:

(i) Reserves an easement over and upon common elements for the purpose of access for constructing additional townhomes and common elements.

(ii) Reserves solely to Developer the power pursuant to 70-15-301, MCA, to grant utility easements reasonably necessary to the ongoing development or termination of the project, without approval of any unit owner.

(iii) Reserves the right to use water and electricity provided to the above-described property or any townhome for construction purposes, provided that Developer shall reimburse the supplying unit owners for the reasonable cost of such water and electricity.

(iv) Reserves the power, pursuant to 70-15-301 MCA, to amend this

Declaration, without approval of any unit owner, to create additional general or limited common elements, to provide that the project has been terminated and no further townhomes will be constructed, to change the location on the lot of the buildings, to add a more complete description of newly constructed townhomes, to record additional plats and plans to supplement or modify those included herein, and to amend the percentage of interest in common elements attached to each townhome in accordance with the provisions of this Declaration. Each unit owner, and each holder of a mortgage or trust indenture on a townhome, by acceptance of a deed to the townhome or by recordation of a mortgage or trust indenture on the townhome, shall be deemed to consent to amendment of this Declaration and to grant unto DONALD M. HANSER or KIM HANSER, or either of them and any successor Developer, a limited irrevocable power of attorney to amend this Declaration in accordance with this plan of construction.

(f) Any liens arising as a result of Developer's ownership of and construction of additional units shall not attach to the interests of existing Unit Owners or those of first mortgagors of existing units.

4. DESCRIPTION OF PROJECT.

Upon completion, the project will consist of up to seven (7) new buildings. Up to five (5) new buildings will each contain four (4) townhome units, and one new building will have three (3) townhome units. Initially, fifteen (15) townhomes, in three (3) four (4) unit buildings and the three (3) unit building, will be constructed.

There is an existing building on the property which was constructed in 1978 and is currently used as a child care center. The existing child care building will be a single unit in the project. However, Developer reserves the right and the power, pursuant to 70-15-301 MCA at any time during the ten (10) year period following sale of the first unit in the project, to tear down the child care building and replace it with a maximum of two (2) four unit townhome buildings, similar in size, style and materials to the other four unit townhome buildings in the project. If the two additional four unit buildings are constructed, they will be built in the location where the child care building is now located and replace the south parking area which is part of the child care unit.

The residential townhome buildings will be of wood frame construction with vinyl siding, concrete foundation, and asphalt shingle roof. Interior walls are of sheetrock. The floor plan for all townhome units is shown on attached Exhibit "B", and by this reference is included herein. Each townhome unit is two stories plus a finished basement and an attached single car garage. All townhomes will have a

similar amount of living space. Developer does reserve the right to modify or change the plans shown on Exhibits "A" and "B", and to change the location of individual buildings upon the real property described above, without consent of any other owner or any lender.

The child care center building is of wood frame construction with cedar shake siding, concrete foundation, and asphalt shingle roof. The interior walls are of sheetrock. The child care center is two (2) stories in height, plus a finished basement. The floor plan for the child care center is shown on attached Exhibit "C", and by this reference is included herein.

The project will also include two (2) fenced playgrounds and ten (10) outside parking spaces on the north side of the project (the north parking area) which may be used by owners and their tenants, family members and guests. There is also parking on the south side of the child care center (the south parking area) which belongs to the owner of the child care center.

The unit number and the dimensions of each unit together with the location of the buildings and the common elements upon the real property are shown on Exhibit "A". The address of each unit is its unit number.

5. DESCRIPTION OF UNIT.

(a) Residential Units. Each residential townhome unit consists of the area bounded by the exterior walls of the building, to the center of the common wall separating two townhomes, the soil under the concrete floor of the townhome and its garage, and the exterior of the roof which covers the living space, garage, and the roof covering the attached porch and patio, if any. The land beneath each unit and the driveway, porch, garage, and ground level patio serving a single unit shall be a part of the unit. Utility lines and pipes which serve only one unit shall be a part of a unit from the interior of the unit to the point where they join lines or pipes serving other units. The driveway, and the exterior air conditioning compressor, if any, which serve a unit shall be part of the unit, including the concrete pad on which the compressor is located.

(b) Child Care Center Unit. The child care center building is a non-residential single unit at present. The unit includes the entire building, and the south parking area, and includes all of the land within the unit boundary as shown on Exhibit "A". Utility lines and pipes which serve the child care center, are a part of the unit from the interior of the unit to the point where they are metered or where they join lines or pipes serving other units.

6. OWNERSHIP.

Each unit, an appurtenant undivided interest in the general common elements, and in the limited common elements, the use of limited common elements reserved for the use of that unit, and the assessment account for that unit shall be inseparable, and may be conveyed, devised or encumbered only as a whole. Any conveyance, encumbrance, judicial sale or other voluntary or involuntary transfer of an individual unit owner's interest in the common elements shall be void unless the unit to which that interest is attached is also included in the transfer.

Each owner of a unit shall be the fee simple owner of such unit and have an undivided interest in the common elements. The undivided interest in the common elements appurtenant to each townhome unit in the initial project shall be 2/35 per unit. The undivided interest in the common elements appurtenant to the child care unit shall be 5/35. In the event the child care unit is torn down and replaced with additional townhomes, the appurtenant interest in the common elements for each townhome in the project shall be adjusted to equal one divided by the total number of townhomes in the project, so that each townhome includes an equal appurtenant interest in the common elements.

7. COMMON ELEMENTS.

(a) The general common elements include all utility lines and pipes which serve all units, the entrances, exits and the private roadway which provide access to the units, the north parking area, all land which is not part of a unit or a limited common element, and the perimeter fences, and fences enclosing the play areas. The play area located on the north side of the project, designated as play area 2 on the site map, and the community mail boxes are also general common elements.

(b) The limited common elements are as follows:

i. All walkways, entry courts, and entrances to and exits from a building, which serve, abut and are used in connection with only one unit, are reserved for the exclusive use of the owner of that unit, subject to the right of the Association to maintain the limited common elements.

ii. The yard adjoining each townhome unit, as shown on Exhibit "A", is reserved for the exclusive use of the owner of that unit, subject to the right of the Association to maintain the limited common elements.

iii. All utility lines, cables and pipes which serve more than one unit, but fewer than all units are limited common elements reserved for the use of the units served by those lines, cables and pipes, subject to the right of the Association to maintain the limited common elements.

iv. Fences separating adjoining rear yards of the townhomes are limited common elements reserved for the use of the owners of the

townhomes whose rear yards are separated by the fence, subject to the right of the Association to maintain the limited common elements.

Limited common elements are designated as LC on the attached site plan.

8. USE.

The primary use for which each townhome unit is intended is that of a residential dwelling. The child care center unit may be used for any purpose allowed by the zoning on the property, except that businesses which unreasonably interfere with the residential character of the townhome units shall not be allowed. No unit may be used for an adult bookstore or theater or massage parlor. Additional restrictions on use are set forth in the Bylaws of the Association.

9. COMMON EXPENSES.

All the following Association expenses shall be charged to the unit owners as a common expense, according to each unit owner's percentage of undivided interest in the common elements:

i. Routine administrative expenses of the Association, including management, accounting and legal fees incurred by the Association;

ii. The Association's costs of enforcing this Declaration and the By-Laws and rules and regulations of the Association, to the extent such costs are not paid by the violating member;

iii. The cost of maintenance, repair and replacement of units and common elements for which the Association is responsible, including the cost of maintenance and repair of the exterior of the buildings, except glass and garage doors, the cost of maintenance and repair of the fences installed by Developer, the cost of snow removal from the private roadway, driveways, parking lot 2, and front sidewalks when there is an accumulation of two (2) inches or more of snow, the cost of mowing and fertilizing all lawns, the cost of maintenance of the landscaping on the general common areas, fenced play areas for children and the playground equipment, and the cost of upkeep, repair, and replacement of the storm drain system and private roadway;

iv. Insurance premiums for all insurance purchased by the Association, as required or authorized in the By-laws of The Rose Owners Association;

v. The amount of the insurance deductible payable by the Association, if any, as provided in the Bylaws of the Association;

vi. Capital expenses for capital improvements approved by all unit owners, and the cost of maintenance and repairs to those improvements;

vii. The cost of water and sewer and lighting, if any, provided to the common areas.

viii. Income taxes, if any, payable by the Association and corporation fees payable to the Montana Secretary of State; and

ix. Any other common expense described in this Declaration or the Bylaws of the Association, or agreed to as common by all unit owners.

Co-owners of a unit shall be jointly and severally liable for payment of common expenses for the unit owned.

Expenses for maintenance or repairs due to the misuse or neglect of a unit owner or the owner's family members, tenants and guests shall be charged to such unit owner. The expense of replacement of lost mail box keys shall be paid by the unit owner.

All expenses for maintenance or repairs due to the misuse or neglect of a unit owner or the owner's family members, tenants, and guests, shall be charged to such unit owner as a common expense payable only by that owner.

10. COVENANT TO PAY MAINTENANCE ASSESSMENTS.

Assessments shall be made by the Association for all common expenses described above, or described elsewhere in this Declaration, or the Bylaws of the Association. Assessments will begin at the time Developer closes the sale of the first unit in the project. Thereafter, the obligation to pay assessments for a unit shall start upon sale or occupancy of that unit, whichever occurs first. The Developer, for each completed unit owned by it, and each unit owner, by acceptance of a deed, whether or not it shall be expressed in said deed, is deemed to covenant and agree to pay to The Rose Owners Association all regular and special assessments made by the Association for common expenses and to waive any right said owner may have, under the laws of the United States or the State of Montana, to claim a homestead exemption for said assessments. Assessments shall not include costs attributable to units under construction, and units not yet built.

If a mortgagee or beneficiary of a first trust indenture, or other purchaser obtains title to a unit by purchasing at a foreclosure sale on a first mortgage or first trust indenture, such acquirer of title and its successors and assigns, shall not be liable for common expenses or assessments chargeable to such unit which became due prior to the foreclosure sale described above unless expressly assumed by them.

11. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS.

All unpaid sums assessed by the Association for common expenses chargeable to any unit, together with interest, late payment fees, collection costs, costs of suit or arbitration and reasonable attorney fees, shall constitute a lien on such unit, and if

filed of record, may be foreclosed in the same manner as a construction lien. During any such foreclosure, the unit owner shall be required to pay a reasonable rental for the unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the rent.

Each assessment, together with interest, late payment fees, collection costs and costs of suit or arbitration, and reasonable attorney fees, shall also be the personal obligation of the owner of the unit against which the assessment was made at the time the assessment fell due and a suit or arbitration proceeding to recover a money judgment for unpaid assessments shall be maintainable by the Association against said owner without foreclosing or waiving the lien securing the same.

All costs of collection of delinquent assessments, including but not limited to, court costs, costs of filing liens, and attorney fees, shall be the obligation of the non-paying unit owner and may be added to the next regular assessment for that unit. Such costs shall be a lien on the unit of the non-paying owner and, if unpaid, the lien may be foreclosed in the same manner as a lien for unpaid common expenses.

12. MEMBERSHIP IN THE ROSE OWNERS ASSOCIATION.

Each unit owner shall be a member of The Rose Owners Association, a Montana non-profit corporation. Membership shall be appurtenant to and may not be separated from ownership of a unit. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as the owners determine, but in no event shall more than one weighted vote be cast with respect to any unit.

13. PROCESS.

Service of process in the cases provided for in Section 70-23-901, Montana Code Annotated, shall be made upon DONALD M. HANSER of 1675 Picador Place, Billings, Montana 59105. This provision may be amended in the manner provided in Section 70-23-902, MCA.

14. RIGHTS AND OBLIGATIONS OF DEVELOPER.

For each completed unit owned by it, Developer shall have all of the rights and duties afforded to any owner under the terms of this Declaration, the Bylaws of the Association, and Montana law.

15. PAYMENTS BY DEVELOPER.

Until all units are built and sold, Developer shall pay the real property taxes for units not yet built, or built but not yet sold by it. Developer shall insure, to the extent it deems necessary, all units under construction and pay the cost of such

insurance. Developer shall pay insurance on any unit which is finished but not yet sold or occupied and for all water used by the contractors during construction.

16. GRANT OF EASEMENTS.

There shall exist for the benefit of each unit and as a burden on the other units the following easements:

(a) Easement through the common elements for ingress and egress for all persons making use of such common elements in accordance with the terms of this Declaration; each unit owner shall have an unrestricted right of ingress and egress across the common elements to his or her unit.

(b) Easements through the units and common elements for maintenance, repair and replacement of the units and common elements. Use of these easements for access to the interior of units shall be limited to reasonable hours, except that access may be had at any time in case of emergency.

(c) Every portion of a unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the other units in that building.

(d) Easements through the units and common elements for all facilities for the furnishing of utility services within a building, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided that the easements for such facilities through a unit shall be only substantially in accordance with the plans of the building.

(e) Easements for encroachments (and maintenance thereof) of any portion of the general common elements or limited common elements upon a unit or units so long as they stand, and easements for encroachments (and maintenance thereof) of any portion of a unit upon the general common elements, limited common elements, and upon the adjoining unit, so long as they stand.

Such encroachments and easements shall not be considered or determined to be encumbrances either on the general common elements, the limited common elements, or on the units for purposes of marketability of title.

17. PARKING EASEMENT.

A non-exclusive easement for parking in the south parking area is hereby granted to all townhomes residents and their guests; parking is restricted to those hours when the business located in the child care unit is not open for business. Townhome residents may not park on the south parking area during the normal business hours of the business located in the child care unit, and the owner of the child care unit may have unauthorized vehicles towed from the south parking area, at the vehicle owner's expense.

As consideration for this easement, the Association agrees to reimburse the owner of the child care unit for 30% of the cost of maintaining the south parking area, including, but not limited to, snow removal, striping, and repair of pavement. Such reimbursement shall be paid by the Association within twenty (20) days after receipt of a bill for the maintenance and shall be a common expense payable by all owners. The owner of the child care unit shall have the right to terminate this easement by recordation of a written notice of termination, if the Association fails to reimburse the owner for its share of the cost of maintenance within thirty (30) days after a written demand for payment is given to the Board of Directors of the Association.

This easement shall terminate at the time the child care building is torn down, or destroyed, or when construction of one or more townhome units is begun in the south parking area.

18. UNITS SUBJECT TO DECLARATION, BY-LAWS, RULES AND REGULATIONS, AND RESTRICTIVE COVENANTS.

All present and future owners of units shall be subject to, and shall comply with the provisions of this Declaration, the By-Laws, and rules and regulations adopted by The Rose Owners Association, as these instruments may be amended from time to time. The execution of a purchase contract by a unit owner or the acceptance of a deed thereto shall constitute acceptance of the provisions of such instruments by such owner. All owners shall be responsible for insuring compliance by their tenants, family members, other occupants of their unit and their guests. The provisions of the Declaration and the By-Laws, restrictive covenants and rules and regulations adopted by The Rose Owners Association shall be covenants running with the land and shall bind any person having an interest in such unit as though the provisions were recited and fully stipulated in each deed or conveyance thereto. The invalidity of any provision of this Declaration shall not affect in any manner the validity or enforceability of the remainder of the Declaration. No provision in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

19. ARBITRATION AND RIGHTS OF ACTION.

The Association and any aggrieved unit owner shall have the right to binding arbitration, and the right to maintain an action for specific performance to compel arbitration or enforce a decision of an arbitrator, against any unit owner or the Association for failure to comply with the provisions of this Declaration or the Bylaws of the Association, or any rules and regulations adopted by the Association,

except for claims of non-payment of assessments by any owner and foreclosure of the lien for unpaid assessments or fines, which claims shall be enforced by a Court action.

The prevailing party in any such action and in binding arbitration shall be entitled to recover its costs and attorney fees actually incurred from the losing party. In addition, the Association shall be entitled to recover from any owner violating the provisions of this Declaration, the Bylaws of the Association, or Rules and Regulations duly adopted by the Association, including failure to pay assessments when due, all costs and attorney fees incurred in compelling compliance without filing for arbitration or bringing a court action. Owners shall be responsible for non-compliance by their tenants, unless the tenant has been designated as the owner pursuant to 70-23-102(16) MCA, and for non-compliance by members of the owner's family.

20. EMINENT DOMAIN.

(a) If a portion of the common elements only is acquired by eminent domain and if a separate award is not made to each unit owner, the award shall be allocated to each unit owner in proportion to each unit owner's percentage of undivided interest in the common elements.

(b) If a part of the project which includes one or more individual units is acquired by eminent domain, the award shall be allocated to unit owners as follows:

(1) The owner of each individual unit taken shall receive the fair market value of that owner's unit, including that owner's interest in the common elements, whether or not any common elements are actually taken. Thereafter, the unit owner shall be divested of his or her entire property interest in the project attributable to the unit taken and shall have no further property interest in the property, including the common elements. In addition, the owner of each individual unit taken, following compensation, shall have no further voting rights in the project as owner of the unit taken.

(2) The remainder of the award, if any, shall be divided among the remaining unit owners in proportion to each owner's percentage of undivided interest in the common elements.

(c) The Directors of the Association shall represent the unit owners in any eminent domain negotiations, legal proceedings, settlements or agreements; each unit owner, by acceptance of a deed, irrevocably appoints the Association as that owner's attorney in fact for this purpose.

21. NOTICE TO HOLDERS, GUARANTORS AND INSURERS OF MORTGAGES ON UNITS.

Upon written request from a holder, insurer or guarantor of a first mortgage on any unit, the Directors of the Association shall provide said holder, insurer or guarantor with timely written notice of:

(a) Any proposed action that requires the consent of a specified percentage of eligible mortgage holders;

(b) Any condemnation loss or any casualty loss which affects a material portion of the project or which affects any unit on which there is a first mortgage held, insured or guaranteed by such holder, insurer or guarantor;

(c) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of 60 days;

(d) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

22. AMENDMENT.

Prior to completion of construction by Developer, Developer reserves the right to amend this Declaration, and any subsequently recorded Declaration, as provided in Sections 3 and 4 above, or to comply with any FHA, VA, Freddy Mac, or FNMA requirements for guaranteeing or purchasing loans on the units. All unit owners and all mortgagees of a unit, by acceptance of a deed, mortgage or trust indenture to any unit, shall be deemed to consent to any such amendment by Developer and to grant unto DONALD M. HANSER and KIM HANSER, or either of them, an irrevocable limited power of attorney, to execute, acknowledge and record such amendments. **Recordation of amendments modifying the percentage of interest in common elements attached to each unit shall be deemed a conveyance, transferring title in the common elements in accordance with the amendment.**

Except as otherwise provided in this Declaration, the provisions of this Declaration shall be amended only by affirmative vote of the owners of an undivided 31/35 interest in the common areas; if a unit has more than one owner, only one owner of that unit need consent. No such amendment shall be effective prior to completion of construction of all units, unless approved by Developer. A change in any of the following must also be approved by all eligible mortgage holders on units subject to mortgages held by eligible mortgage holders:

(a) Voting rights;

(b) Responsibility for maintenance and repairs;

(c) Reallocation of interests in general or limited common areas or rights to their use other than as set forth in this Declaration;

(d) Redefinition of any unit boundaries for completed units after conveyance by Developer, other than as provided in this Declaration;

(e) Conversion of units to common areas or vice versa, other than as provided in this Declaration;

(f) Contraction of the project, or the addition or withdrawal of property to or from the project, other than as provided in this Declaration;

(g) Additional restrictions on leasing of units;

(h) Imposition of restrictions on an owner's right to sell that owner's unit; and

(i) Restoration or repair of the project in a manner other than as provided in this Declaration.

All amendments to the Declaration shall be recorded in the office of the Yellowstone County Clerk and Recorder, Billings, Montana, and no amendment will be effective until it is recorded.

23. WARRANTY.

Developer gives no warranty, express or implied, on any of the units or common area improvements, but will transfer to the initial owners and the Association all manufacturers and dealers warranties received from the general contractor on appliances, materials, fixtures and equipment, and any warranty given by the general contractor or subcontractors who constructed the buildings and common area improvements.

The Warranty from the general contractor will not cover cracks in the concrete foundation or floor, or in the concrete driveway or sidewalks, normal maintenance items or conditions resulting from wear and tear or misuse or negligence, including failure to provide reasonable and necessary maintenance, or any defect resulting from damage for which any third person is responsible. Contractor shall not be responsible for any damage to the home, including water damage or damage to the foundation, resulting from changes to the finished grade of the land by the homeowner, landscaping contractors, or any other third party, by altered rain gutter extenders, leaking underground sprinklers, or any landscaping which disrupts drainage away from the building. Contractor warranties may also have additional exclusions.

DEVELOPER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE TO ANY PERSON, THE UNITS AND COMMON ELEMENTS, OTHER COMPONENTS OR ANY OTHER REAL OR PERSONAL PROPERTY RESULTING FROM A DEFECT. ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS, AND HABITABILITY, ARE EXPRESSLY DISCLAIMED AND DO NOT APPLY.

DATED this 10th day of January, 2006.

Donald M. Hanser
DONALD M. HANSER

KIM HANSER

STATE OF MONTANA)
: ss.
County of Yellowstone)

This instrument was acknowledged before me on January 10, 2006, by DONALD M. HANSER and KIM HANSER.

(SEAL) DORIS J. TOMLINSON NOTARIAL SEAL STATE OF MONTANA

Doris J. Tomlinson
Doris J. Tomlinson
(print or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires July 30, 2008

CONSENT OF LENDER

The undersigned Beneficiary of a Trust Indenture on the above-described real property hereby consents to conversion of said property and the improvements therein to townhomes and to the recordation of this Declaration of Unit Ownership.

STOCKMAN BANK

BY: Butch Bratsky

ITS: President

STATE OF MONTANA)
: ss.
County of Yellowstone)

This instrument was acknowledged before me on January 11, 2006, by Butch Bratsky as President of STOCKMAN BANK.

LILYAN D. VANCE
NOTARY PUBLIC MONTANA
Residing in Billings, Montana
MY COMM. EXPIRES JULY 14, 20__

Lilyan D. Vance
(print or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 07/14, 2007

CERTIFICATE

The undersigned, being the duly authorized agent of the Department of Revenue of the State of Montana, within the County of Yellowstone, herewith executes the following certificate relating to THE ROSE situated on the following described real property:

> Lot 2, Block 28, of Harvest Subdivision, 3rd Filing, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 1122584.

The undersigned herewith certifies that:

1. The name "THE ROSE" is in compliance with 70-23-303, MCA, and
2. All taxes and assessments due and payable for the said real property have been paid to date.

DATED this 5 day of January, 2006.

MONTANA DEPARTMENT OF REVENUE

By: Whitney Gaglardi

CERTIFICATE

The undersigned, being the duly authorized agent of the Planning and Community Services Department for the City of Billings, Yellowstone County, Montana, herewith executes the following Certificate relating to The Rose situated on the following real property:

> Lot 2, Block 28, of Harvest Subdivision, 3rd Filing, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 1122584.

The undersigned herewith certifies that:

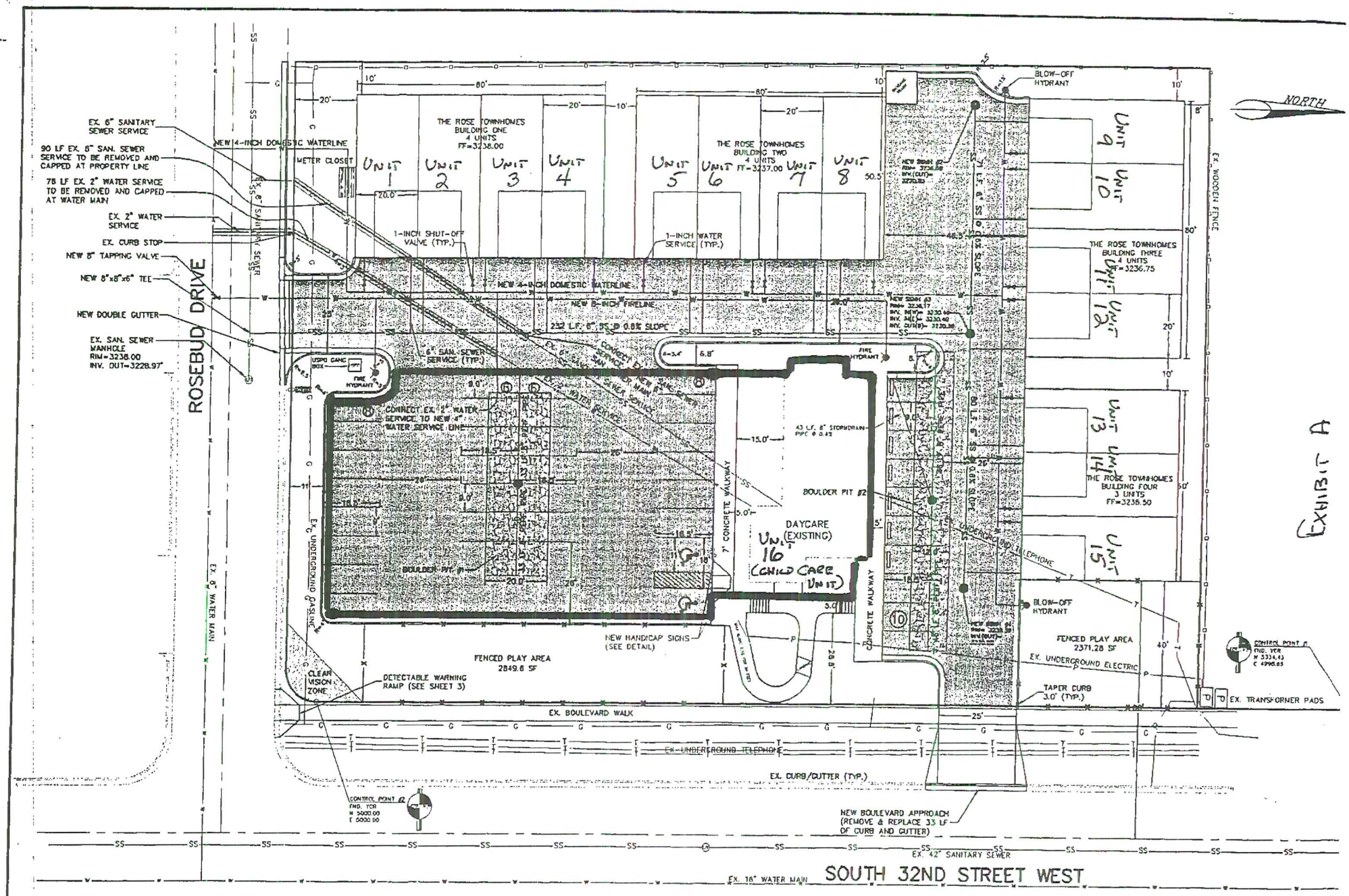
1. The condominium constructed on the land above written is exempt from the provisions of MCA Sections 76-3-101, et seq., pursuant to MCA Section 76-3-203(2).

Specifically:

The proposal for The Rose is in conformance with applicable local zoning regulations where local zoning regulations are in effect.

DATED this 11th day of January, 2006.

By: Karen Miller
Planning and Community Services
Department, City of Billings,
Yellowstone County, Montana



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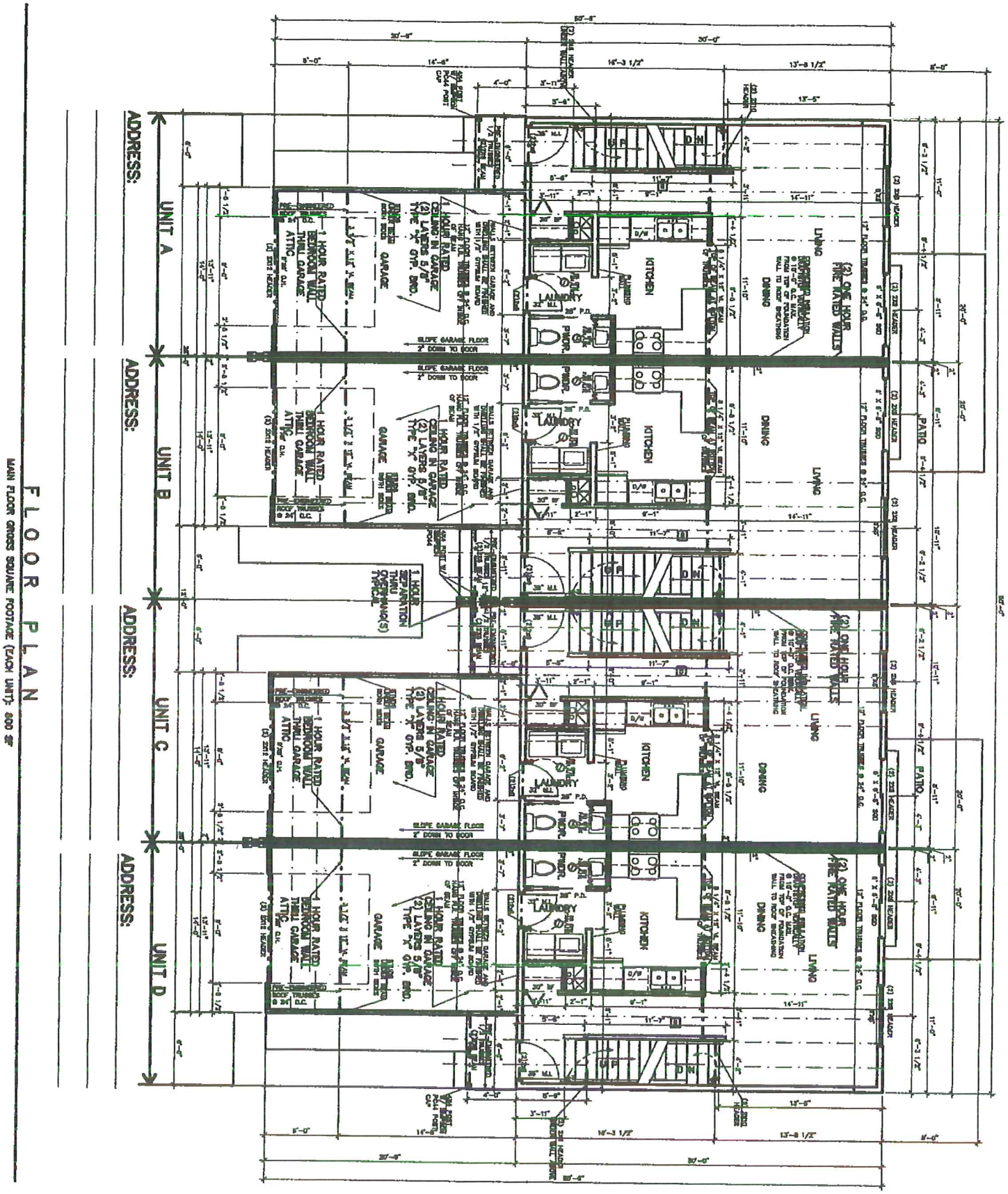

FLOOR PLAN

MAIN FLOOR GROSS SQUARE FOOTAGE (EACH UNIT): 800 SF

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EXHIBIT B, p. 1

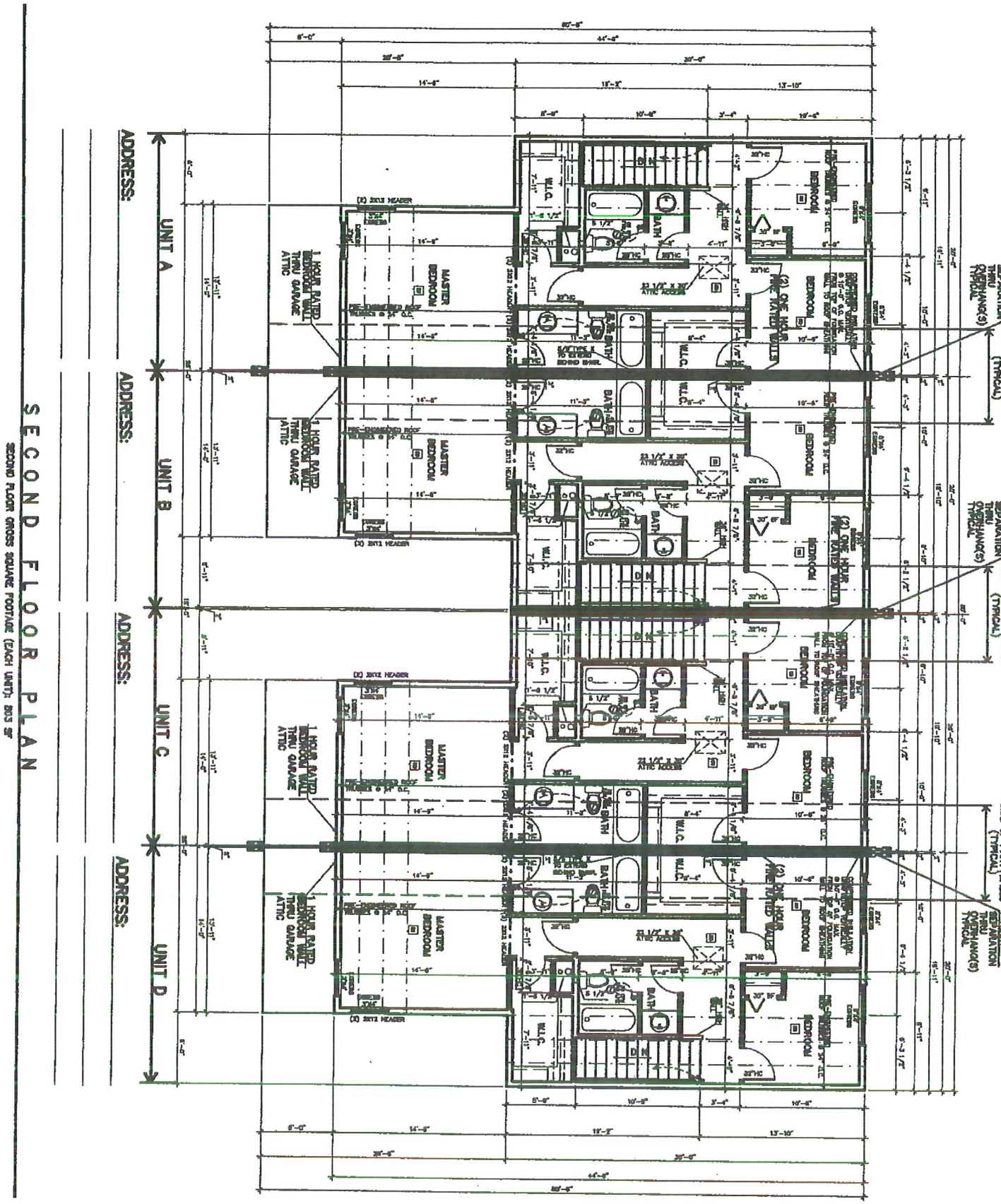

Exhibit B, p.2

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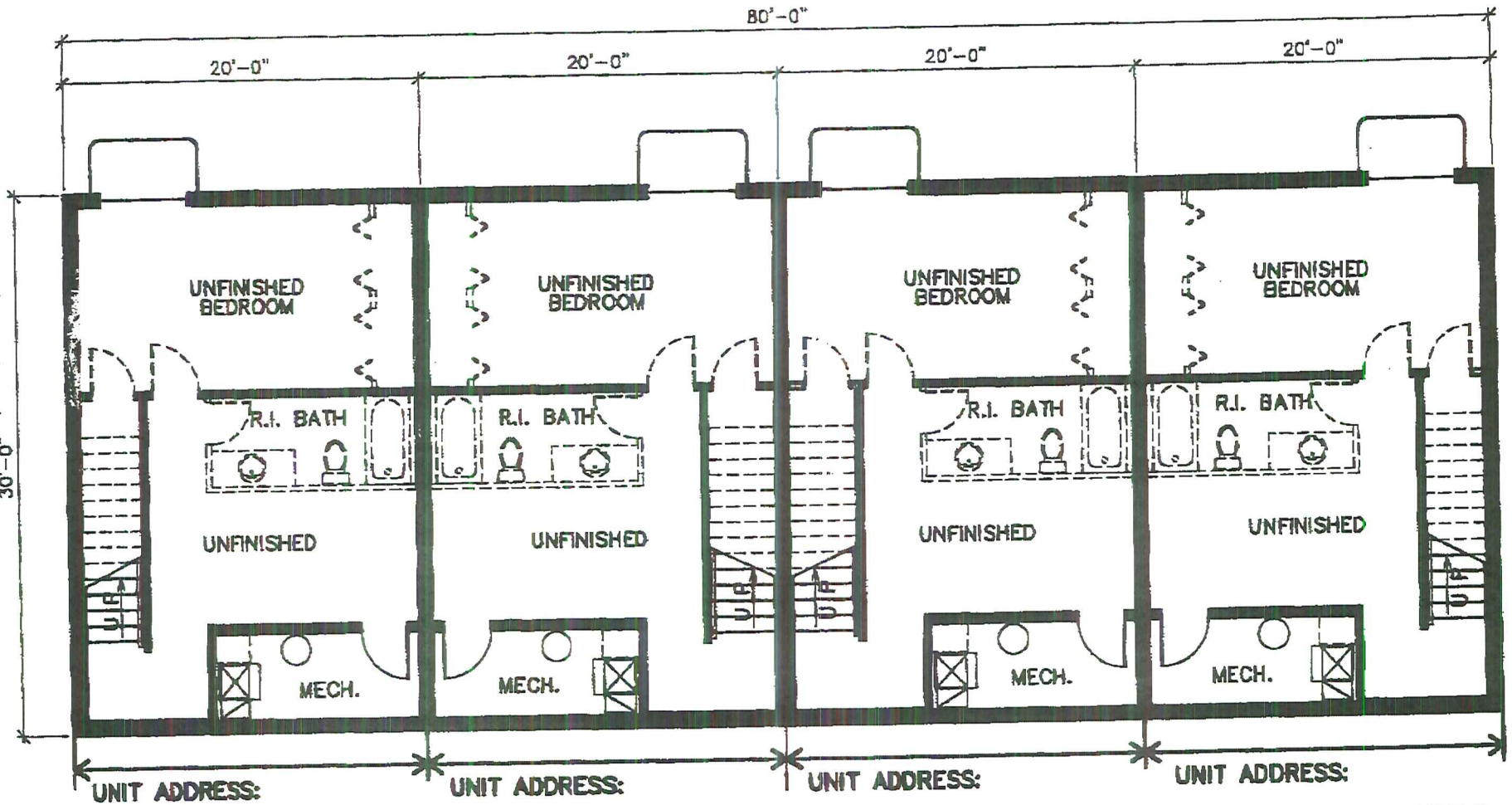
Exhibit "B", Page 3



FOUNDATION / BASEMENT PLAN

BASEMENT GROSS SQUARE FOOTAGE (EACH UNIT): 600 SF

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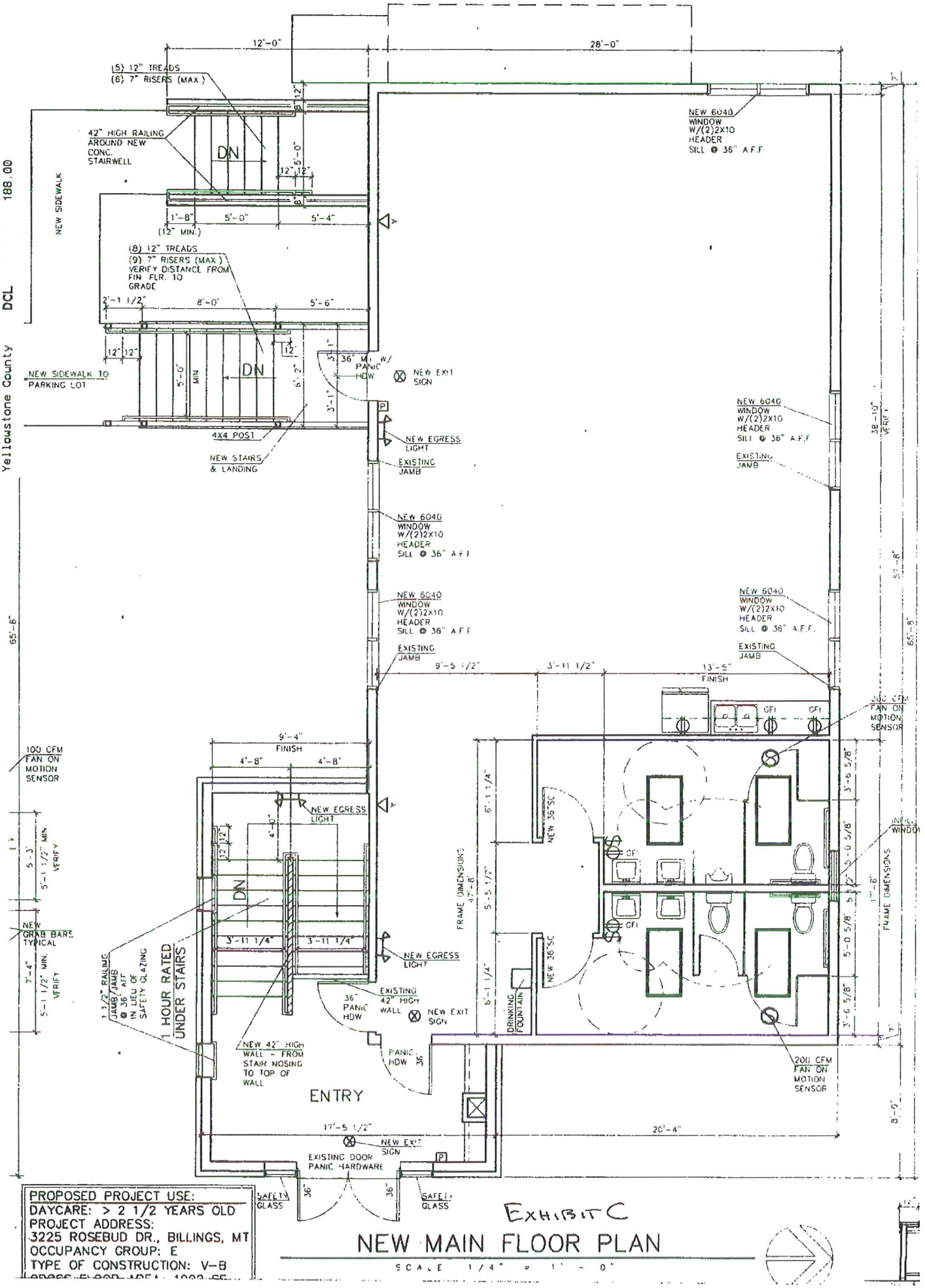

PROPOSED PROJECT USE:
DAYCARE: > 2 1/2 YEARS OLD
PROJECT ADDRESS:
3225 ROSEBUD DR., BILLINGS, MT
OCCUPANCY GROUP: E
TYPE OF CONSTRUCTION: V-B
GROSS FLOOR AREA: 1993 SF

EXHIBIT C

NEW MAIN FLOOR PLAN

SCALE 1/4" = 1'-0"

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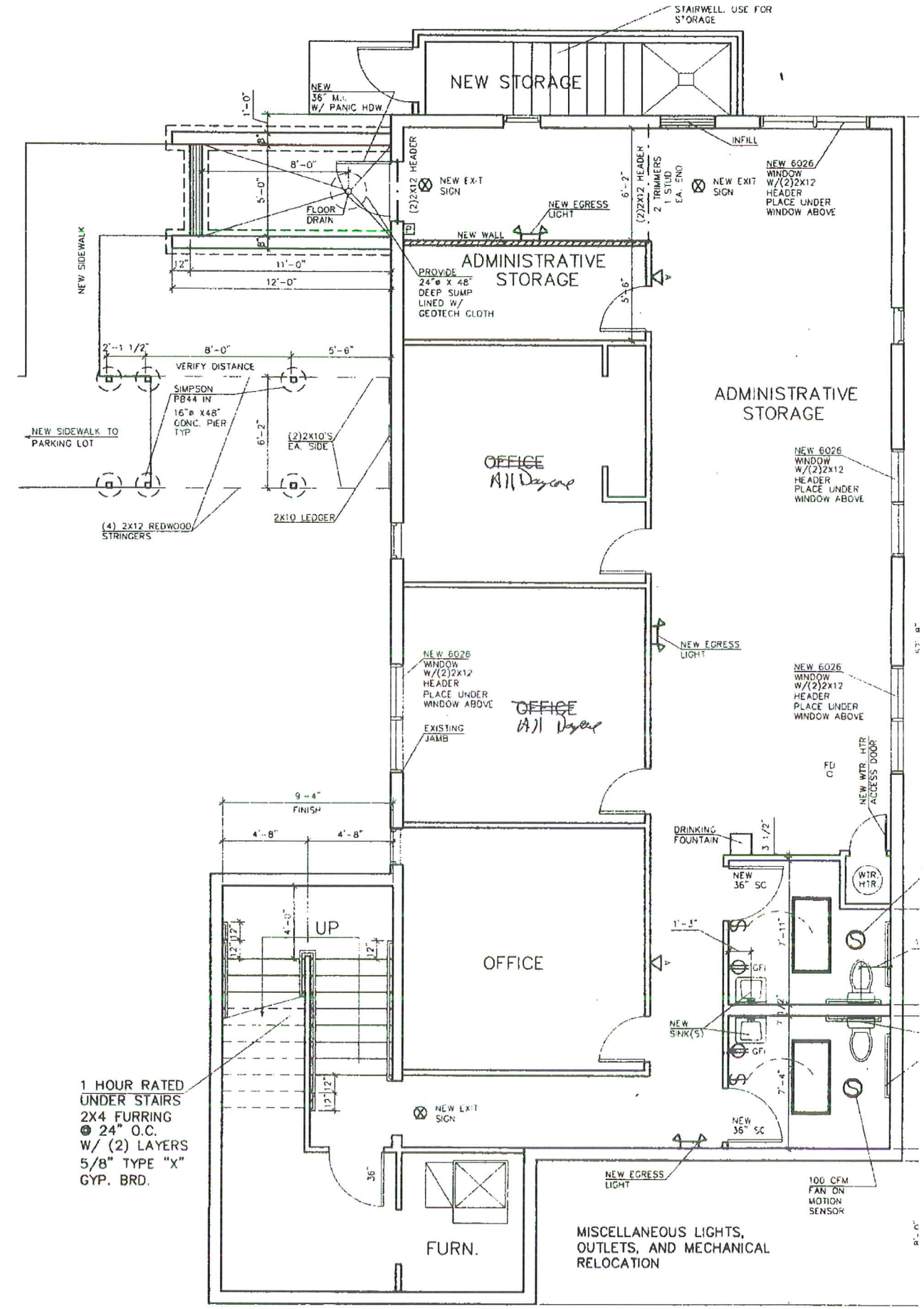

EXHIBIT C, P.2

NEW BASEMENT PLAN

SCALE 1/4" = 1'-0"