

# CITY OF BILLINGS

## CITY OF BILLINGS VISION STATEMENT:

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

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### AGENDA

**COUNCIL CHAMBERS**

**May 13, 2013**

**6:30 P.M.**

**CALL TO ORDER:** Mayor Hanel

**PLEDGE OF ALLEGIANCE:** Mayor Hanel

**INVOCATION:** Councilmember McFadden

**ROLL CALL:** Councilmembers present on roll call were:

**MINUTES:** April 22, 2013

**COURTESIES:**

**PROCLAMATIONS:** National Bike Walk Bus Week, May 12-18, 2013

#### **ADMINISTRATOR REPORTS - TINA VOLEK**

- **2013 Legislature Wrap-Up - Ed Bartlett**

#### **PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1, #2C and #12 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. Replacement of Airport Terminal Building Heat Pumps.** (Opened 4/23/13)  
Recommend Accent Air & Mechanical; \$76,900.
- 2. Passenger Seating Re-Upholstery Project for Airport Terminal Building.**  
(Opened 4/23/13) Recommend Great Falls Upholstery, LLC; \$64,968.
- 3. W.O. 13-01, Water and Sanitary Sewer Main Replacement Projects.** (Opened 4/23/13)  
COP Construction - Schedule 2: \$2,761,659 and Schedule 3: \$798,780.

4. **W.O. 13-02, Miscellaneous/Developer-Related Project.** (Opened 4/30/13)  
Recommend J & J Concrete, Inc.; \$485,400.
  5. **W.O. 13-04, 2013 ADA Ramp Replacement Project.** (Opened 4/23/13)  
Recommend J & J Concrete, Inc.; \$307,203.
  6. **BOC Garage Lighting Retrofit.** (Opened 4/30/13) Recommend I.D. Corporation;  
\$37,685.
- B. Change Order #2 - High Service Pump Station and Chemical Feed Building Roof Replacement,** Donaldson Construction and Roofing; \$4,380.
- C. Change Order #3 - Empire Parking Garage Project,** Sletten Construction;  
\$234,435.10.
- D. Contract** with Exchange City Golf Corporation (ECGC) to manage Par 3 Golf Course; 12/31/2013 - 12/31/2018; estimated annual revenue to the City - \$20,000.
- E. Professional Services Contract** for engineering services for the Aronson Bypass Trail at Swords Park; Sanderson Stewart; \$52,245.
- F. Contract for Evaluation Services** with National Public Consortium Research (NPC Research) for the Billings Adult Misdemeanor Treatment Court; \$94,633. (Three years with five, 1-year renewal options.)
- G. Contract for Treatment Services** with Rimrock Foundation for the Billings Adult Misdemeanor Treatment Court; \$797,198. (One year with five, 1-year renewal options.)
- H. Approval of Right-of-Way Agreement and Warranty Deed for W.O. 09-12, Inner Belt Loop** for Parcel No. 7 with Morledge Alkali Creek, LLC; \$8,179.32.
- I. Amendment #3, W.O. 09-20 Rimrock Road, Forsythia Boulevard to Shiloh Road,** Professional Services Contract, DOWL HKM; \$221,035.
- J. Amendment** to Development Agreement with Babcock, LLC and Downtown Billings Partnership delaying transfer of the Babcock Theater to the City until March 15, 2017.
- K. Approval** of Reappointment of Councilmember Denis Pitman, to Yellowstone County Veterans Cemetary Board for an additional 4-year term.
- L. Approval** of MET Transit's Updated Disadvantaged Business Enterprise (DBE) Program.
- M. Approval of Assignment and Transfer** of West End Hangar Ground Lease from Ted E. Whiting and Sally A. Whiting, as Trustees of the Ted E. Whiting Trust, dated November 14, 2000 to Picacho Aviation, LLP.

- N. Declaring surplus property** and authorizing airport staff to sell a 1995 Oshkosh Snow Broom through a competitive bid process, and if necessary, allowing staff to seek disposal by alternative means.
- O. Acknowledging Receipt of Petition to Annex #13-06:** two lots totaling approximately 7 acres, described as Lot 5, Block 2, and Lot 1, Block 3, Titan Subdivision, generally located on the north and south sides of Interstate Avenue just east of the intersection of Interstate Avenue and Mullowney Lane; Origer Enterprises, Inc. and TNC Development, LLC, petitioners; and setting a public hearing date for 5/28/13.
- P. Acceptance of Donation** of Angel Sculpture; Rose Park Sculpture Garden; Compassionate Friends; at no cost to the City.
- Q. Acceptance of Donation** of Bronze Plaque; South Park Gazebo; South Side Neighborhood Task Force; \$389.
- R. Acceptance of Donation** of Memorial Bench; Mystic Park; Schultz Family; at no cost to the City.
- S. Resolution** related to financing the construction of storm drain improvements at the Shiloh Conservation Area and establishing compliance with reimbursement bond regulations under the Internal Revenue Code.
- T. Second/Final Reading Ordinance** amending the boundaries of Ward V to include recently annexed property in Annexation #13-01: two parcels totaling approximately 97 acres in Tract 1, C/S 2587, and Tract 1, C/S 3329, generally located northwest of the intersection of Hesper Road and Gabel Road; Industrial Planning Associates, L.P, owner.
- U. Second/Final Reading Ordinance** amending the boundaries of Ward III to include recently annexed property in Annexation #13-02: a 63.32-acre parcel of land generally located south of the King Avenue West interchange with Interstate 90 and addressed as 1228 and 1236 Mullowney Lane; Elizabeth Zeiler, owner.
- V. Final Plan of Subdivision for Rent or Lease (SRL)** for Tracts 1-B & 3, Certificate of Survey 2631, generally located at 3029 Grand Avenue; Calmont, LLC, owner; Sanderson Stewart, agent.
- W. Preliminary Major Plat** of Falcon Ridge Estates Subdivision, 2nd Filing, generally located North of Rimrock Road; Falcon Ridge, II, Inc., owner; conditional approval of the preliminary plat and adoption of the Findings of Fact.
- X. Bills and Payroll:**
1. April 8, 2013
  2. April 15, 2013
  3. April 22, 2013

## REGULAR AGENDA:

2. **REFLECTIONS AT COPPER RIDGE SUBDIVISION, 3RD FILING**
  - A. **PUBLIC HEARING AND RESOLUTION** vacating Reflections Circle within Reflections at Copper Ridge Subdivision, 3rd Filing; Copper Ridge Development Corporation, petitioner. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
  - B. **PUBLIC HEARING AND RESOLUTION** authorizing the exchange of parkland in Reflections at Copper Ridge Subdivision, 3rd Filing. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
  - C. **APPROVAL** of Final Plat of Reflections at Copper Ridge Subdivision, 3rd Filing.
3. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending the boundaries of Ward I to include recently annexed property in Annexation #13-03: a tract of land generally located at the southeast corner of Bench Boulevard and Yellowstone River Road; Ryan and Jodi Rookhuizen Family Trust, owner. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
4. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending the boundaries of Ward IV to include recently annexed property in Annexation #13-04: a tract of land generally located at the northwest corner of the intersection of Grand Avenue and 48th Street West; Mary Beth Gregory, owner. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
5. **PUBLIC HEARING AND RESOLUTION** adopting Water and Wastewater Rate and Fee Schedule effective July 1, 2013. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
6. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Billings Montana City Code (BMCC) Article 26-600, Industrial Waste Discharge. Staff recommends approval, conditioned on approval by the United States Environmental Protection Agency. (Action: approval or disapproval of staff recommendation.)
7. **PUBLIC HEARING AND RESOLUTION** creating SID 1395: curb and gutter, water, sanitary sewer, storm drain and street improvements on Boca Raton Road between Annandale Road and Clubhouse Way **and Approval of Professional Services Contract** with Sanderson Stewart to provide engineering design and construction administration; \$106,396.60. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
8. **PUBLIC HEARING AND SITE DEVELOPMENT ORDINANCE VARIANCE #OP-13-02:** A variance from Section 6-1203(1) of the Site Development Ordinance pertaining to off-street parking requirements at 658 King Park Drive. Barthel Properties, LLC, owner and petitioner. Staff recommends conditional approval. (Action: approval or disapproval of staff recommendation.)

9. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Billings Montana City Code (BMCC), Chapter 17, Sound Level Limits of the Noise Ordinance. Staff recommends approval. (Action: approval or disapproval of staff recommendations.)
10. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending the Billings Montana City Code (BMCC) Article 18-300, Nuisance Ordinance. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
11. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending the Billings Montana City Code (BMCC) Sections 7-300 through 7-321, Going Out of Business Ordinances. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
12. **APPROVAL** of purchase of Lot 3, Block 1, Billings Operation Center Subdivision, from Renee Boyer, et al. for \$600,000, **and Approval of Financing Plan**. Staff recommends approval. (Action: Approval or disapproval of staff recommendation.)

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

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Contract for Terminal Building Heat Pumps Replacement Project for Billings Logan International Airport

**PRESENTED BY:** Tom Binford

**Department:** Airport

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**Information**

**PROBLEM/ISSUE STATEMENT**

The Airport's approved Capital Improvement Program includes the Terminal Building Heat Pumps Replacement Project. These heat pumps are the primary cooling and heating supply to the Terminal Building's concourse, and the airlines' holdroom and gate areas. The current heat pumps were installed during the Terminal Building renovation project in 1991. These pumps use an R22 refrigerant that is no longer manufactured and repair costs to keep them operating have been steadily increasing, with parts becoming difficult to obtain. During the last year, two units have been replaced due to catastrophic failure. This project will replace the remaining 10 heat pumps with new energy efficient heat pumps that use an environmentally approved R410A refrigerant. The project was advertised in The Billings Times on April 4, 11, and 18, 2013, and was posted on the City's Website. On Tuesday, April 23, 2013, the following bids for this project were received.

CONTRACTOR	BID
Accent Air & Mechanical	\$76,900
Stevens Brothers Mechanical	\$96,500

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the contract for the Terminal Building's Heat Pumps Replacement Project; or
- Decline to approve a contract for the project, reject all bids, and delay the Terminal Building Heat Pumps Replacement Project.

**FINANCIAL IMPACT**

The total cost of this project is \$76,900. Funding for this project is available in the Airport's capital account.

**RECOMMENDATION**

Staff recommends the City Council approve a contract for the Terminal Building Heat Pumps Replacement Project with the low bidder, Accent Air & Mechanical, for the amount of \$76,900.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Contract for Passenger Seating Reupholstery Project for Billings Logan International Airport

**PRESENTED BY:** Tom Binford

**Department:** Airport

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**Information**

**PROBLEM/ISSUE STATEMENT**

The Airport's approved Capital Improvement Program includes the Passenger Seating Reupholstery Project. The passenger seating in the Airport's Terminal Building was last reupholstered in 1999, and the fabric is now badly worn and the foam cushions have broken down. This project will reupholster 576 seats and chair backs with Symphony Classic commercial grade artificial leather, black in color, and replace the existing foam with new HR High Density Foam. The contractor will only be allowed to reupholster 24 seats at a time to ensure there is enough passenger seating available in the Terminal Building. The project was advertised in the The Billings Times on April 4, 11, and 18, 2013, and was posted on the City's Website. On Tuesday, April 23, 2013, the City received the following bids for this project.

CONTRACTOR	BID
Great Falls Upholstery, LLC	\$64,968
Leo's Upholstery, LLC	\$71,712

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve a contract with Great Falls Upholstery, LLC for the Passenger Seating Reupholstery Project; or
- Decline to approve a contract for the project, reject all bids, and delay the Passenger Seating Reupholstery Project.

**FINANCIAL IMPACT**

The total cost of this project is \$64,968. Funding for this project is available in the Airport's capital account.

**RECOMMENDATION**

Staff recommends the City Council award a contract for the Passenger Seating Reupholstery Project to the low bidder Great Falls Upholstery, LLC, for the amount of \$64,968.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** WO 13-01; 2013 Water and Sanitary Sewer Main Replacement Projects, Schedules 2 & 3

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

W.O. 13-01, Schedules 2 and 3, Water and Sanitary Sewer Main Replacement Projects will replace water and sanitary sewer mains and related improvements. Schedule 2 work is located at Broadwater Avenue between 16th and 24th Street West and consists of approximately 3,300 feet of 8 and 12-inch water main replacement and approximately 6,300 feet of 8, 10, 15 and 24-inch sanitary sewer main replacement. Schedule 3 work is located in the area along and to the west of Pioneer Park and consists of approximately 5,000 feet of sanitary sewer main replacement.

The 2013 Water and Sanitary Sewer Main Replacement projects were bid on April 23, 2013. Staff recommends that Schedule 2 be awarded to COP Construction in the amount of \$2,761,659.00. Staff recommends that Schedule 3 also be awarded to COP Construction in the amount of \$798,780.00.

**ALTERNATIVES ANALYZED**

The Council May:

- Award a construction contract for W.O. 13-01, Schedule 2 in the amount of \$2,761,659.00 and for Schedule 3 in the amount of \$798,780.00; or
- Do not award a construction contract for W.O. 13-01, Schedules 2 and 3. If these projects are not constructed, the City's water distribution and sanitary sewer collection systems in these areas will continue to experience ongoing maintenance problems.

**FINANCIAL IMPACT**

Bids were received for Schedules 2 and 3 of W.O. 13-01. Bid values for open cut and trenchless construction alternatives were compared and the following table shows the results of the preferred alternative, based on cost, for the two bidders:

<b>Contractor</b>	<b>Schedule 2 (Trenchless Alternative)</b>	<b>Schedule 3 (Trenchless Alternative)</b>
<b>COP Construction</b>	\$2,761,659.00	\$798,780.00
<b>Western Municipal</b>	\$3,343,421.00	\$1,012,658.00

The funding for the project was budgeted in FY2013 and the sources are water and sanitary sewer revenues. A summary of the funding is as follows:

	Water Replacements	Sanitary Sewer Replacements
Project Budget	\$1,700,000	\$3,300,000
Previously Encumbered	\$177,000	\$693,000
Awarded Contracts (Sch. 2 & 3)	\$998,652	\$2,561,787
Budget Remaining	\$524,348	\$45,213

### **RECOMMENDATION**

Staff recommends that Council award a contract to COP Construction for Schedule 2 of W.O. 13-01 for the sum of that schedule's Base Bid and Alternative B (Trenchless) in the amount of \$2,761,659.00. Staff also recommends that Council award a contract to COP Construction for Schedule 3 of W.O. 13-01 for the sum of that schedule's Base Bid and Alternative B (Trenchless) in the amount of \$798,780.00.

### **APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** W.O. 13-02 Miscellaneous/Developer Related Bid Award

**PRESENTED BY:** David Mumford

**Department:** Public Works

**Information**

**PROBLEM/ISSUE STATEMENT**

The project consists of curb, gutter, sidewalk, and storm drain improvements at various locations around the city. The program's purposes are to complete unfulfilled building permit obligations and to continue annual improvements that deal with tripping hazards, drainage problems, property owner requests, complaints, and other miscellaneous concrete work brought to the attention of the City Engineer's Office.

The project was advertised on April 11, 18, and 25, 2013 in the Billings Times and on the City's website. Bids were opened on April 30, 2013, and two bids were received. J & J Concrete, Inc. submitted the lowest responsible bid.

**ALTERNATIVES ANALYZED**

The Council may:

- Award the contract for W.O. 13-02 to J & J Concrete, Inc. in the amount of \$485,400.00; or
- Reject all bids and do not award a contract for W.O. 13-02. If bids are rejected, builders' obligations will be unfulfilled and damaged or missing concrete would remain instead of being replaced.

**FINANCIAL IMPACT**

The following bids were received and evaluated for W.O. 13-02:

<b>Contractor</b>	<b>Base Bid</b>
J & J Concrete, Inc.	\$485,400.00
CMG Construction, Inc.	\$591,407.00

The project was budgeted in FY13 and the sources are direct property assessments, storm drain funds, gas tax funds, and water/sewer funds.

Project Budget	\$732,500.00
Previously Encumbered	\$0
This contract	\$485,400.00
Budget remaining	\$247,100.00

**RECOMMENDATION**

Staff recommends that Council award the contract for Work Order 13-02  
Miscellaneous/Developer Related project to J & J Concrete, Inc. in the amount of \$485,400.00.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Bid Award: W.O. 13-04; 2013 ADA Ramp Replacement Project

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

W.O. 13-04, 2013 ADA Ramp Replacement Project, is a Community Transportation Enhancement Program (CTEP) project consisting of Americans with Disabilities Act (ADA) accessible ramp construction on the corners of 5th Street West from Montana Avenue to Grand Avenue and on other corners at various locations throughout Billings.

The annual ramp construction project is in accordance with the City's agreement with the Department of Justice to install/upgrade ramps within the City along streets constructed or reconstructed after 1992. The 5th Street West ramp project was selected to continue the ramp replacement corridor completed on Virginia Lane last summer. The other miscellaneous ramp locations were selected based upon specific neighborhood requests.

The project was advertised on March 28th and April 4th, 11th and 18th in the Billings Times and on the City's Website. Bids were opened on April 23, 2013, and two bids were received. J & J Concrete, Inc. submitted the lowest responsible bid.

**ALTERNATIVES ANALYZED**

The Council may:

- Award Work Order 13-04, 2013 ADA Ramp Replacement Project to J & J Concrete, Inc. in the amount of \$307,203; or
- Do not award Work Order 13-04. If not awarded, the city would need to re-bid or cancel the project.

**FINANCIAL IMPACT**

The following bids were received and evaluated:

<b>Contractor</b>	<b>Total Bid</b>
J & J Concrete, Inc.	\$307,203.00
H.L. Ostermiller	\$357,721.30

The funding for this project was budgeted in FY13 and the sources are CTEP, Storm Drain, and Gas Tax funds.

**RECOMMENDATION**

Staff recommends that Council award W.O. 13-04, 2013 ADA Ramp Replacement Project to J & J Concrete, Inc. in the amount of \$307,203.00.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Location of Work - Map #1

Location of Work - Map #2

Location of Work - Map #3

Location of Work - Map #4

Location of Work - Map #5

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# W.O. 13-04 - 5th Street West 1 of 2



ALDERSON AVE



BURLINGTON AVE



LEWIS AVE



5TH ST W

4TH ST W

CLARK AVE



YELLOWSTONE AVE

6TH ST W

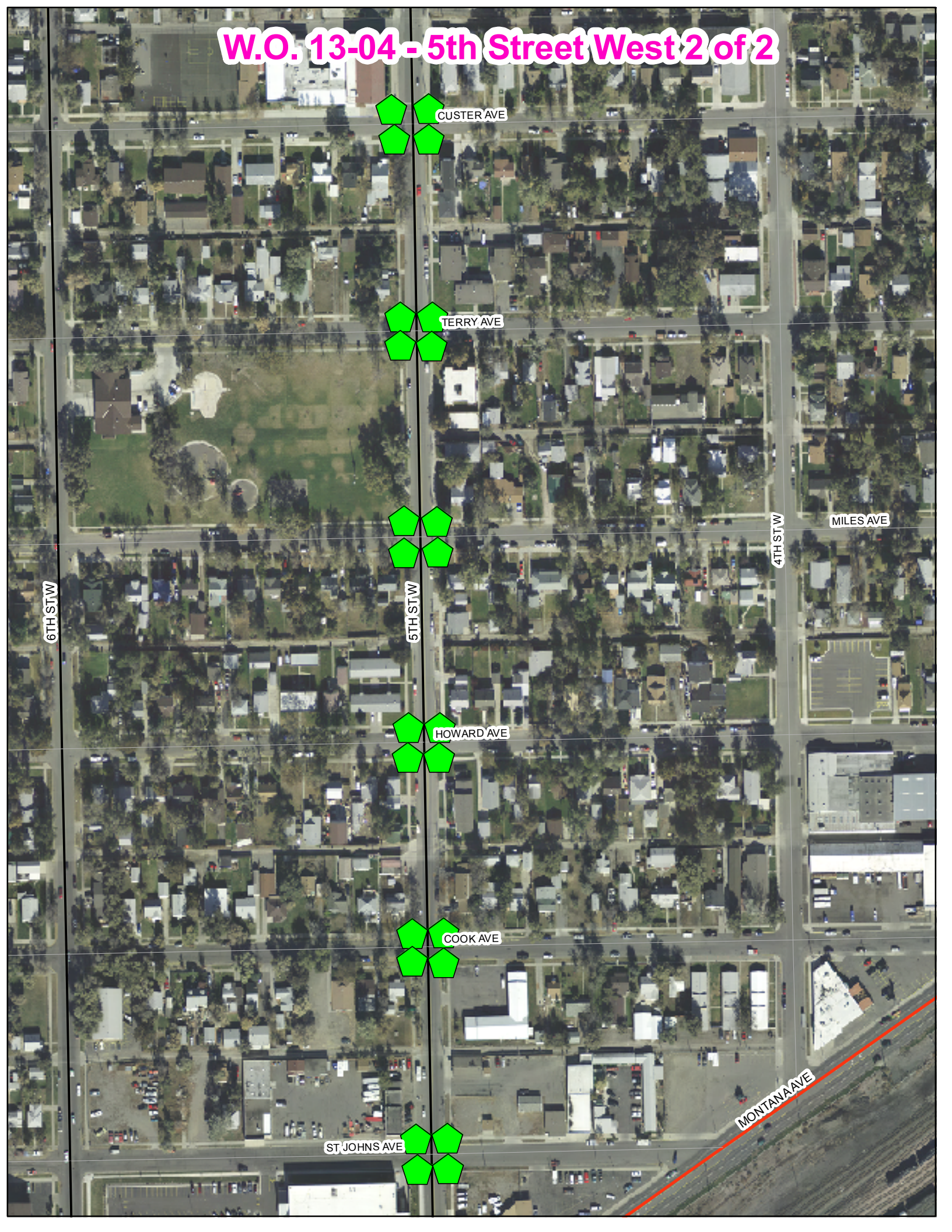


WYOMING AVE



BROADWATER AVE

# W.O. 13-04 - 5th Street West 2 of 2



CUSTER AVE

TERRY AVE

MILES AVE

6TH STW

5TH STW

4TH STW

HOWARD AVE

COOK AVE

ST JOHNS AVE

MONTANA AVE

# W.O. 13-04 Misc. ADA Ramp Locations



# W.O. 13-04 Misc. ADA Ramp Locations



# W.O. 13-04 Misc. ADA Ramp Locations

DAHLIA LN

HOOVER AVE

COLTON BLVD

BEVERLY HILL BLVD

19TH ST W

KOBER PL

SOLOMON AVE

PARKHILL DR

PARKHILL DR

AVENUE F

19TH ST W

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Bid Award for BOC Garage Lighting Retrofit

**PRESENTED BY:** Tina Volek

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

The Billings Operations Center (BOC) garage is a 100,000 sq. ft. facility used for storing City vehicles as well as containing some shop areas for the Solid Waste, Streets, and Parks Departments. NorthWestern Energy's (NWE) E+ Commercial Lighting Program grants rebates for high efficiency lighting retrofits. The BOC garage has low efficiency lighting and staff requested bids for its replacement. This rebate program requires that a building owner convert 100% of the facility lighting to the 2009 IECC Code, including automatic lighting controls. This opportunity to save electric energy and cost is substantial. It will reduce electric cost at least \$8,000 per year and an estimated annual 183,000 kwh of electric power. The rebate for this project is \$40,000. Engineering for the project cost \$6,000. If the City Council accepts the low project bid of \$37,685, the payback on this project is 0 years because the rebate will almost cover the project costs and previously awarded USB credits will cover the remainder.

**ALTERNATIVES ANALYZED**

The City Council may approve or disapprove awarding a contract for this lighting retrofit project. The project was recommended by the Investment Grade Audit conducted by McKinstry in 2011 and is recommended by staff. Not awarding the contract will forfeit the rebates and will leave the facility with less efficient lighting than is available.

**FINANCIAL IMPACT**

Three (3) qualified contractors submitted bids for the project: I. D. Corporation bid \$37,685; Ace Electric bid \$38,651, and; Yellowstone Electric bid \$46,700. Of the \$ 43,685 total project cost, \$40,000 will be covered by the NWE Rebate and \$3,685 will be covered by the USB monies already deposited to the City. The project payback is 0 since rebates and USB Credits will fund the entire project. The City will also save an estimated \$8,000 per year in energy costs.

**RECOMMENDATION**

Staff recommends that the City Council accept the low bid and award a contract for \$37,685 to I.D. Corporation for the BOC garage lighting retrofit project.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Change Order #2 for Donaldson Construction & Roofing

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

The High Service Pump Station and Chemical Feed Building Roof Replacement Change Order #2 for \$4,380.00 is presented for Council approval. It covers the cost of purchasing and installing new wall caps for the High Service Pump Station. The original specifications called for the new roof membrane to be terminated under the wall caps and assumed that the existing wall caps could be removed and reused. Instead, the existing wall caps are too snug to allow proper termination of the membrane underneath the cap. New caps with the appropriate dimensions are required.

**ALTERNATIVES ANALYZED**

There are no viable alternatives to approving the change order. The wall caps are necessary to prevent roof leaks and new ones must be fabricated and installed because the old ones do not fit.

**FINANCIAL IMPACT**

There is adequate funding in the FY2013 Water Treatment Division Operations and Maintenance budget to cover this change order. The total project cost will increase from \$68,680.00 to \$73,060.00. The total cost of Change Orders #1 and #2 exceeds 10% of the original contract cost, so City Council approval is required.

**RECOMMENDATION**

Staff recommends that the City Council approve Change Order #2 for the roofing contract with Donaldson Construction and Roofing in the amount of \$4,380.00.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Change Order #3, Empire Parking Garage - Sletten Construction, \$234,435.10

**PRESENTED BY:** Bruce McCandless, Asst. City Administrator

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

Staff is presenting Change Order #3 for the Empire Parking Garage. The original contract was for a guaranteed maximum price of \$11,500,000. Change Orders #1 and #2 for \$770,000 were approved in January, 2013. Change Order #3 is due to delays that the City encountered with selling the Tax Increment bonds that are financing the project, for unanticipated conditions encountered during demolition and for extra architectural work and costs.

The City authorized the contractor to spend or obligate up to \$1.8 million prior to March 1, anticipating that it would be able to sell bonds in early to mid-February. Instead, the City sold the bonds on March 22 and couldn't access the money until after April 1. The City would not allow Sletten to demolish the Northern Hotel parking garage until bonds sold and that delayed all other facets of the project. The City is responsible for the costs that the contractor incurred from the delay such as demobilization, remobilization and delayed project completion. The cost attributed to this part of the change order is \$150,653.14.

The Windsor Court building had two sets of foundation walls and only one of them was visible until the contractor removed the building and courtyard. A portion of the Empire Bar foundation was left on-site and had to be removed. There were large concrete vaults under sidewalks at both sites that weren't detected until the buildings and foundations were removed. The additional demolition work is valued at \$51,151.96.

The Sletten contract is design-build and most of the pre-design was completed before Sletten was awarded the contract. After contract award, City staff and other stakeholders desired some design changes that affect the garage's appearance and function. That additional work needs to be compensated and this part of the change order costs \$32,630. Since this is a design-build contract, payments are based on actual expenses with a general contractor markup. That means that the City would have paid exactly the same demolition and design costs if they had been identified and included in the original contract and guaranteed maximum price.

**ALTERNATIVES ANALYZED**

There are no viable alternatives to approving the Change Order.

**FINANCIAL IMPACT**

The change order for \$234,435.10 is funded from the project contingency. Additional large change orders are unlikely because as the building progresses, there are fewer unknown or unanticipated factors in the construction.

**RECOMMENDATION**

City staff recommends that the City Council approve Change Order #3 for the Empire Parking Garage project in the amount of \$234,435.10.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Exchange City Golf Corporation Management Contract Renewal

**PRESENTED BY:** Mike Whitaker

**Department:** Parks/Rec/Public Lands

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**Information**

**PROBLEM/ISSUE STATEMENT**

Since 1977 the City of Billings has contracted the management of the Par 3 Golf Course with the Exchange City Golf Corporation (ECGC) made up of three Downtown Exchange Club members and two Billings residents appointed by the Mayor. The management contract with ECGC expired December 31, 2007. A new contract must be approved for the ECGC to continue to manage the Par 3 Golf Course.

**ALTERNATIVES ANALYZED**

Staff has analyzed the following alternatives.

1. Authorize the Mayor to execute the proposed 5-year management contract. (recommended)
2. Request specific changes in the agreement.
3. Determine alternative means of managing the golf course.

**FINANCIAL IMPACT**

The financial impact of the management contract is significant. The City of Billings receives 2/3 of the profit from the golf course operations. ECGC receives 1/3 of the profit. The City of Billings traditionally receives \$20,000 annual profit from the management of the golf course. ECGC is required to spend their proceeds on outdoor recreation projects in the City of Billings.

**RECOMMENDATION**

Staff recommends that Council authorize the Mayor to execute the Exchange City Golf Course management contract renewal.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Exchange Club Agreement

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## PAR 3 GOLF COURSE MANAGEMENT AGREEMENT

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 201~~2~~<sup>3</sup>, between the City of Billings, a Montana municipal corporation hereinafter referred to as "City", and the Exchange City Golf Corporation, a Montana nonprofit corporation, of Billings, Yellowstone County, State of Montana, hereinafter referred to as "ECGC".

WHEREAS, the parties to this Agreement desire to enter into a contract that provides for ECGC's management of a City owned, 18 hole, Par 3 golf course which is located at 19 South 19<sup>th</sup> Street West, Billings, Montana 59102 ("the golf course").

In consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. **Management of Golf Course.** During the term of this Agreement, ECGC shall provide all supervisory, administrative, and management services that are required or desirable for the proper maintenance and operation of the golf course. Notwithstanding the foregoing, with the prior written approval of the City, ECGC may contract with one or more third parties to perform any of such services. Additionally, with the prior written approval of the City, ECGC may negotiate and enter into loans for golf course purposes, but the terms of such loans shall not provide any recourse for payment other than in a manner that is allowed under this Agreement or otherwise approved by the City.
2. **Contract Monitoring and Budget for Golf Course Operations.** The management and operation of the golf course will be subject to an annual review by City Staff. Such review will include financial statements, maintenance performance, course usage and activities, capital improvements, facilities maintenance, and future programs. On or before the last Monday before Thanksgiving of each year, ECGC shall submit an annual budget to the City Council for approval, setting forth the anticipated expenditures for the operation of the golf course. The City Council shall review and consider approving the proposed budget on or before the last regularly scheduled meeting in December of each year.
3. **Maintenance of Financial Records.** ECGC shall maintain proper books of account and other records of the golf course's operations. From time to time in its discretion, the City may require an audit of such books of account and other records.
4. **Fees and Hours of Operation.** The City shall determine and set the green fees and other appropriate fees that ECGC charges. Additionally, the City shall determine the hours of operation for the golf course.
5. **Insurance and Indemnification.** ECGC shall carry workers' compensation insurance in accordance with the applicable laws of the State of Montana. ECGC shall carry and charge as an expense of operating the golf course,

comprehensive general liability insurance with limits of at least \$750,000 for each claim and \$1,500,000 for each occurrence. ECGC shall name the City of Billings as an additional insured under its comprehensive general liability insurance policy. In the event that ECGC contracts with one or more third parties to perform services for the golf course, ECGC shall require that any such third party comply with the workers' compensation laws of the State of Montana and carry comprehensive general liability insurance limits of at least \$750,000 for each claim and \$1,500,000 for each occurrence. The comprehensive general liability insurance policy of any such third party shall name the City of Billings as an additional insured. ECGC shall, at all times, indemnify and hold the City harmless from and against all liability, loss, damages, costs and expenses, including litigation expenses and reasonable attorneys' fees, which the City sustains or incurs as a result of the activities of ECGC or its agents or employees in the operation and management of the golf course.

6. **Term.** The term of this Agreement shall commence on its date of execution and shall terminate on December 31, ~~2018~~ and shall thereafter be renewable for like terms if both parties consent. *2018*

7. **Expenses.** Any item of expense that the City incurs and determines to be a direct or indirect result of the operation of the golf course shall be charged as an expense of operation of the golf course in an amount equal to the portion of such expense that is attributable to the operation of the golf course.

8. **Proceeds from Golf Course Operations.** The parties agree that the proceeds from the operation of the golf course shall be disbursed in the following order of priority:

- (a) expenses of operation;
- (b) debt retirement on any ECGC operating loans;
- (c) reserve for expenses of operation;
- (d) reserve for capital expenditures; and
- (e) discretionary distributions to the City of Billings and the Downtown Exchange Club of Billings in the ratio of 2 to 1 respectively.

Any discretionary distribution that the Downtown Exchange Club of Billings receives from ECGC shall be utilized for outdoor recreation projects within the City of Billings and/or for the development of such City-owned cemeteries, park properties, and recreation programs as the Downtown Exchange Club of Billings determines.

9. **Termination.** In the event that this Agreement is not renewed at the end of the term hereof, all debt that ECGC incurs toward the operation of the golf course shall be retired as provided in this Agreement or by such other means as the parties agree. Upon termination of this Agreement, any and all properties, including improvements, that ECGC owns shall be transferred to the City without any cost to the City.

10. **Subcontracts:** Any subcontracts for provision of services and/or equipment shall ensure that the City is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including its reasonable attorney fees) of any kind related to those matters described in this Agreement. ECGC expressly understands and agrees that it shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. ECGC agrees and understands that utilization of a sub-contractor to provide any of the equipment or services in the contract shall in no way relieve it of the responsibility for providing the services as described and set forth herein. ECGC shall require any subcontractor it employs to pay wages, benefits, and expenses in accordance with §§18-2-403, and 18-2-422, MCA.

11. **Bankruptcy.** Upon filing for any bankruptcy or insolvency proceeding by or against ECGC, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, ECGC must notify the City. Upon learning of the actions herein identified, the City reserves the right at its sole discretion to either cancel the contract or re-affirm the contract.

12. **Default.** If ECGC abandons or vacates the golf course prior to the expiration of the term hereof, or if ECGC fails to make payments as set forth herein and said payment is not made within 15 days after written notice is given to ECGC, or if ECGC fails to perform in accordance with any of the other terms and conditions contained herein, and such default is not cured within thirty (30) days after written notice is given to ECGC, then the City, at the City's option and without further notice or demand to ECGC, may enter into possession of the golf course and all improvements thereon and remove all persons there from and may either take possession of all furniture, equipment, and other personal property of ECGC found on the golf course or remove such property or any part of it and store it at ECGC's expense. The City may then terminate this Agreement.

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. **Cancellation of Insurance.** No change or cancellation in insurance shall be made without thirty (30) days written notice to the City. Insurance coverage required in Agreement shall be in force throughout the contract term. Should ECGC fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached, justifying the termination thereof.

15. **Independent Contractor Status:** The parties agree that ECGC is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Agents and employees of ECGC are not subject to the terms and provisions of the City's personnel policies handbook and may not be

considered City employees for workers' compensation or any other purpose. ECGC is not authorized to represent the City or otherwise bind the City in any dealings between ECGC and any third parties.

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

ECGC shall furnish City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

16. **No implied waivers.** No provision in this document shall be construed, expressly or impliedly, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. Any waiver by the City of any breach of any one (1) or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term of agreement herein contained, nor shall failure on the part of the City to require exact, full or complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping the City from enforcing the full provisions.

17. **Non-Discrimination and Civil Rights Compliance.** ECGC shall not conduct its business at the Golf Course or act in a manner which violates Title VI or Title VII of the Civil Rights Act of 1964, as amended, or Title 49 of the Montana Code Annotated. All hiring must be on the basis of merit and qualifications and there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract. ECGC shall maintain open hiring and employment practices and shall receive applications for employment in compliance with all requirements of applicable federal, state and local laws and regulations issued pursuant thereto relating to nondiscriminatory hiring and employment practices. ECGC shall serve its customers at the golf course without unlawful discrimination as to any person's age, sex, race, religion, color, national original or handicap.

18. **Applicable Laws.** In connection with the furnishing of supplies of performance of work under the contract, ECGC agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations and executive orders to the extent that the same may be applicable.

19. **Maintenance and Repairs.** ECGC will maintain the below ground level water and sewer lines to the point of services as provided by the utility during the term

of this Agreement. ECGC shall, to the satisfaction of the City, provide normal and routine daily maintenance of the courses and facilities, designed to keep the golf course and equipment in a good state of repair, free from hazardous conditions and deterioration, thus providing for the comfort and safety of visitors and patrons. The standard to be used shall be consistent with a Municipal Golf Course operation. The City may retain a golf course consultant to evaluate the course. Course deficiencies will be reported in writing to the ECGC. ECGC will respond within 15 days and must take action to correct the deficiencies within 10 days of the response or the City may take action to correct the deficiencies at ECGC's expense.

20. **Facilities.** ECGC represents and acknowledges that it is receiving management and control of the golf course and the personal property on the premises in good order and sanitary condition at the outset of this Agreement. ECGC assumes sole responsibility for maintenance and repair of all buildings and other improvements on the golf course and ECGC will maintain the golf course in good order and in sanitary and safe condition. The City will require ECGC to make necessary repairs to meet all code and ADA (Americans with Disabilities Act) requirements and correct any obvious defects.

21. **Capital Improvements.** During the term of this Agreement, ECGC will finance and construct capital improvements as provided for and agreed upon as part of the management agreement. In planning and making capital improvements, ECGC will seek to attain standards comparable to those achieved at other public municipal golf courses.

22. **Ownership of Capital Improvements.** All capital improvements, alterations or additions shall be made at ECGC's sole expense and shall become the property of the City upon termination of this Agreement. ECGC will provide the City with as-built plans for any structural capital improvements or for any underground irrigation system that may be constructed or employed on the golf course.

23. **Liens.** ECGC shall not have the right to create or permit the creation of any lien attaching to any interest in the golf course as a result of any construction of capital improvements, alterations or additions.

24. **Golf Course Uses Only.** The golf course shall be used only and exclusively for golf course operations and such other purposes as are related, and for no other purposes whatsoever, unless approval is granted in writing by the City.

25. **Food and Beverage.** ECGC is hereby authorized to sell food and beverages, including alcoholic beverages, on the golf course, subject to Federal, State, and local laws and/or ordinances. ECGC shall ensure that all local and state health permits and inspections are adhered to, including any services contracted with an outside food/beverage provider. Food and Beverage Operations shall meet the following minimum standards: (1) Yellowstone County Health Department inspection rating of an A at all times during the term of this agreement and (2) At no time shall

ECGC allow any condition to exist that would result in an immediate suspension or revocation or intent to suspend or revoke the operational health permit. In the event that ECGC's food and beverage products are reasonably and legally deemed by the City to be of an inappropriate or illegal quality for public sale and consumption, the City shall have the right to order the removal of or improvement in the quality of any such product kept or offered for sale. ECGC represents that it contracts food and beverage sales at the golf course to the Club Pro, and neither receives any revenue nor incurs any expenses directly related to food and beverage sales, but this does not excuse ECGC from complying with the standards set forth in this paragraph or from taking action to assure that the Club Pro or his agents and employees meets or exceeds these standards for all food and beverage sales at the golf course.

26. **Accounts and Books**. ECGC shall maintain a method of accounting in accordance with generally accepted accounting principles on an accrual and/or cash basis as agreed upon by the parties, which correctly and accurately reflects the financial position of ECGC in connection with the operation of the golf course. ECGC shall be required to provide the City access to information relating to the income and expenses incurred in the operation of the golf course.

27. **Sanitation**. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public or environmental health shall be permitted to remain on the golf course and ECGC shall prevent any accumulation from occurring.

28. **Destruction of the Golf Course**. In the event the golf course or any portion thereof shall be totally or partially destroyed by risk covered by the insurance required, ECGC shall either restore the destroyed portion or terminate this Agreement. ECGC shall make the loss adjustment with the insurance company insuring the loss. If ECGC restores the golf course, ECGC shall receive payment of the proceeds of insurance. If this Agreement is terminated, the City shall receive the payment of proceeds. If the destruction is from a risk for which coverage is not required or provided under said policy of insurance, ECGC may elect to restore the destroyed portion of the golf course at its expense. Said insurance proceeds, if any, shall be held for the benefit of ECGC only in the event of an election by ECGC to restore the destroyed portion of the golf course and shall be disbursed in installments as construction progresses for payment of the costs of restoration.

If ECGC has failed to procure and maintain the required insurance coverage in the amounts specified and the proceeds of such insurance are insufficient to pay the actual costs of restoration, ECGC shall be responsible for the amount of the deficiency.

If ECGC elects to restore the destroyed portion of the golf course, the plans, specifications and construction cost estimates for the restoration shall be prepared by ECGC and forwarded to the City for approval prior to the performance of any work. The City's approval shall not be unreasonably withheld. All work shall be performed in accordance with the approved plans and specifications, unless changes are approved in

advance by the City, and in accordance with all laws of the State of Montana pertaining to public works contracts as set forth in §18-2-401, MCA, et seq. and all applicable provisions of Paragraph 10 of this Agreement.

If the destroyed portion or portions of the golf course are restored, this Agreement shall continue in full force and effect. If the destroyed portion or portions of the golf course are not restored, this Agreement shall terminate.

29. **Complete Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise or inducement that either party or agent of either party makes which is not contained in this Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or amended except in a writing that the parties sign.

30. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Notwithstanding the foregoing, ECGC may not assign this Agreement without the prior written consent of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_ day of \_\_\_\_\_, ~~2012~~  
2013

CITY OF BILLINGS

\_\_\_\_\_  
THOMAS W. HANEL, Mayor

ATTEST:

By: \_\_\_\_\_  
CARI MARTIN, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
BRENT BROOKS, City Attorney

EXCHANGE CITY GOLF CORPORATION

By: \_\_\_\_\_  
President

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Professional Services Contract for Aronson Bypass Trail at Swords Park

**PRESENTED BY:** Mike Whitaker

**Department:** Parks/Rec/Public Lands

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**Information**

**PROBLEM/ISSUE STATEMENT**

The Aronson Bypass Trail project will include design and construction administration services for a new trail connection from the existing trail north of Alkali Creek road and west of Aronson Avenue extending eastward under the Aronson Avenue bridge through parkland along Alkali Creek and then parallel to Swords Lane connecting to the existing sidewalk along the north side of Airport Road. The City of Billings has received funding through the Federal-aid Community Transportation Enhancement Program (CTEP) to extend this segment of the Heritage Trail. In November 2012 the Montana Department of Transportation (MDT) issued a notice to proceed with the selection of a consultant. In February 2013, proposals were solicited from 4 firms selected from the list of firms on file at Billings Public Works Department Engineering Division who were pre-qualified consultants to provide professional design and engineering services and construction oversight for Roads and Multi-use Paths. Two firms responded and Sanderson Stewart was selected as the top firm to enter into contract negotiations. The negotiated fee for their services is \$52,245.00. See contract Attachment A. If the contract is approved and signed, Sanderson Stewart will be available to begin work immediately. The project is scheduled to be completed by December 2013.

**ALTERNATIVES ANALYZED**

The City Council can approve the contract for Aronson Bypass Trail at Swords Park or not approve the contract. Not awarding a contract will delay or terminate the project.

**FINANCIAL IMPACT**

This trail extension is a Federal-aid Community Transportation Enhancement Program (CTEP) project. The total anticipated engineering and construction costs are \$237,350. CTEP is funding \$205,498 (86.58%) of the project. Local match funding is \$31,852 (13.42%) with Recreational Trails Program contributing \$27,000 and BikeNet contributing \$4,852.

**RECOMMENDATION**

Staff recommends Council approve the Aronson Bypass Trail at Swords Park contract for professional engineering services with Sanderson Stewart for \$52,245.00.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

ABT Contract 5-13-2013

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**Contract for Professional Engineering Services  
For  
Aronson Bypass Trail at Swords Park**

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In consideration of the mutual promises herein, City of Billings and **Sanderson Stewart** agree as follows. This Contract consists of:

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 11 Sections of General Provisions;
- Appendix A consisting of 3 pages (Methods and Times of Payment);
- Appendix B consisting of 4 pages (Methods and Times of Payment);
- Appendix C consisting of 1 page (Additional Services of Contractor);
- Appendix D consisting of 3 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 page (Project Schedule);
- Appendix F consisting of \_\_\_ pages (Certificate(s) of Insurance);
- Appendix G consisting of 2 pages (Certificate of Contractor);
- Appendix H consisting of 1 page (Certificate of the City of Billings);
- Appendix I consisting of 2 pages (Notice to Contractor).

**PART I  
SPECIAL PROVISIONS**

Section 1. Definitions.

In this Contract:

- A. "Administrator" means the Park Planner of the Parks, Recreation and Public Lands Department or his designee.
- B. "Billings" means the City of Billings.
- C. "Contractor" means **Sanderson Stewart**.

Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.

May 13, 2013

- B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.
- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
- D. The Consultant shall provide deliverables as outlined in Appendix A as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the deliverables are received by the City of Billings.
  - a. Survey drawings shall be provided two (2) paper copies of As Built construction drawings and in Auto CAD.DWG file digital format. All files must be readable by the CITY; any files not readable or corrupted shall be resubmitted. Compressed Files are not acceptable. Drawings using separate reference files, X-ref, shall be bound into one file prior to submission.
  - b. Word processing files in Microsoft Word.doc format. Files must be readable by the CITY.
- E. The Contractor shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2013.

Section 4. Compensation; Method of Payment.

- A. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator, accompanied by the *Contractor Invoice Cover Letter*, describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.
- B. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- C. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

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

- A. By mutual consent of the parties.

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

#### Section 6. Duties Upon Termination

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

#### Section 7. Insurance.

- A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.

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

#### Section 8. Assignments.

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

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

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

dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

#### Section 10. Notices.

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

Billings: Mark Jarvis, Park Planner  
City of Billings  
Parks, Recreation and Public Lands  
390 North 23<sup>rd</sup> Street  
Billings, Montana 59101 FAX: (406) 247-8641

Contractor: Danielle Scharf, PE  
Sanderson Stewart  
1300 North Transtech Way  
Billings, Montana 59102 FAX: (406) 922-2768

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

#### Section 11. Contract Budget.

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

#### Section 12. Force Majeure.

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

#### Section 13. Financial Management System.

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

## **PART II GENERAL CONTRACT PROVISIONS**

### Section 1. Relationship of Parties.

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

### Section 2. Nondiscrimination.

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

### Section 3. Non-Collusion Certification

- A. The parties to this Agreement have each executed a certification. The Certificate Of Contractor, labeled Appendix G, is attached and by this reference made a part of this Agreement. The Certificate Of The City of Billings, labeled Appendix H, is attached and by this reference made a part of this Agreement.

Section 4. Permits, Laws, and Taxes.

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

Section 5. Nonwaiver.

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

Section 6. Amendment.

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

Contractor: **Michael Sanderson, PE**  
(title of position)

Billings: City Council or Authorized Designee

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

Section 7. Jurisdiction; Choice of Law.

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

Section 8. Severability.

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

Section 8. Integration.

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

communications, representations or agreements, either oral or written, between the parties hereto.

#### Section 10. Liability.

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

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

#### Section 11. Inspection and Retention of Records.

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

#### Section 12. Availability of Funds.

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

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

City of Billings

Contractor

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

\_\_\_\_\_

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

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

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

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

ATTEST:

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

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

APPROVED AS TO FORM:

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

By \_\_\_\_\_

BRENT BROOKS, City Attorney

STATE OF MONTANA            )  
  :ss.  
COUNTY OF YELLOWSTONE    )

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

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

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

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

## Appendix A

### Basic Services of Engineer

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#### Section 1. Engineer's Rights and Duties.

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

- J. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the Contractor. A signed Engineer's Payroll Check Sheet (included in the Standard Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.
- K. Name a Task Director who shall be the liaison between Billings and the Contractor. For this project the Task Director designated for the Contractor is **Danielle Scharf, PE** working under the Principal-in-Charge, **Michael Sanderson, PE**.

## Section 2. Billings Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete Billings' portion of the project as designated in the scope of work.
- B. Name a Task Director who shall be the liaison between the Contractor and Billings. For this project, the Task Director designated is **Mark Jarvis, Park Planner**.

## Section 3. Scope of Work.

The Aronson Bypass Trail project will include design and construction administration services for a new trail connection from the existing trail north of Alkali Creek and west of Aronson Avenue extending eastward under the Aronson Avenue bridge through parkland along Alkali Creek and then parallel to Swords Lane connecting to the existing sidewalk along the north side of Airport Road. The detailed scope of work includes the following steps/tasks.

- A. Project Management
  - 1. General project management tasks
  - 2. Weekly progress reports and up to 3 progress meetings with PRPL
  - 3. Contract Management/Billing
  - 4. Coordination with sub-consultants
  - 5. QA/QC
- B. Concept Development
  - 1. Conduct site visit to review alignment alternatives and prepare concept alignment
  - 2. Coordination meeting with MDT
- C. Topographic Survey
  - 1. Task management and coordination
  - 2. Conduct pre-survey research of property boundary and control information
  - 3. Survey computations
  - 4. Establish survey control
  - 5. Conduct design-level topographic survey of area identified for preferred alternative
  - 6. Pick up additional topographic survey as needed throughout design process
- D. Environmental Documentation
  - 1. Prepare Group (d) Categorical Exclusion
  - 2. Cultural resources review (see attached scope of work from Ethnoscience)

- E. Geotechnical Analysis
  - 1. Prepare a geotechnical report using previous nearby analysis if available. Assume that a minimum of two borings would be required for the new trail segment.
- F. Trail Signage Package
  - 1. Develop signage plans (including new kiosk/trailhead signage) based on PRPL standards/Swords Park Framework
  - 2. Develop trail mileage marker implementation plan
- G. Plans and Specifications
  - 1. Develop preliminary design documents
  - 2. Develop draft engineering specifications and contract documents
  - 3. Develop preliminary cost estimate based on unit prices from bids for recent comparable projects
  - 4. Submit preliminary design documents for PRPL review
  - 5. Revise documents as required and submit for CTEP review
- H. Construction Bid Package
  - 1. Make revisions to plans and specifications based CTEP review comments
  - 2. Prepare final bid documents with bid alternates
  - 3. Prepare final cost estimate
- I. Bid Process
  - 1. Prepare bid advertisement
  - 2. Facilitate pre-bid meeting
  - 3. Attend bid opening, prepare bid tabulation and recommendation of award letter
  - 4. Process contract documents
- J. Construction Staking
  - 1. Task management and coordination
  - 2. Upload staking alignments
  - 3. Build staking alignments
  - 4. Slope stake or O/S stake trail for cut and fill
  - 5. Stake multi-use trail at 2-ft O/S and 50-ft stationing for approximately 1800 LF
  - 6. Miscellaneous staking for turnouts, parking areas, etc.
- K. Construction Administration
  - 1. Facilitate pre-construction meeting
  - 2. Shop drawing review
  - 3. Construction inspection for key construction activities
  - 4. Construction testing coordination and review
  - 5. Process pay applications and change orders
- L. Project Closeout
  - 1. Substantial completion walkthrough and punch list
  - 2. Complete and submit as-built drawings
  - 3. Conduct one-year warranty inspection and prepare punch list

## Appendix B

### Methods and Times of Payment

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#### Section 1. Payments for Basic Services.

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

Partial payment shall be made to the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer. Billings shall deduct ten percent (10%) from each monthly pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final documents by Billings, and determination that the scope of work has been satisfactorily completed.

- A. For services rendered as outlined in Appendix A, the Contractor shall be paid a total of **\$52,245.00** as follows:

#### **PROPOSED FEE SCHEDULE:**

The attached Budget Worksheet (pages 1 and 2) provides a breakdown of the project labor hours and resulting proposed Fee for Services. The fee includes expenses. See Attachment A.

#### FEE SCHEDULE:

<u>Task</u>	<u>FEE</u>
Task 1 – Project Management	\$3,780.00
Task 2 – Concept Development	\$2,230.00
Task 3 – Topographic Survey	\$2,915.00
Task 4 – Environmental documentation	\$6,232.00
Task 5 – Geotechnical Analysis	\$2,960.00
Task 6 – Trail Signage Package	\$3,720.00
Task 7 – Plans and Specifications	\$10,115.00
Task 8 – Construction Bid Package	\$2,050.00
Task 12 – Bid Process	\$1,620.00
Task 13 – Construction Staking	\$4,530.00
Task 14 – Construction Administration	\$9,340.00
Task 15 – Project Closeout	\$1,240.00
Expenses (3.5% of Labor Only)	\$1,513.00
Direct Sub-consultant Expenses	<u>\$ 0.00</u>

**TOTAL PROPOSED FEE: \$52,245.00**

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

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

Requests made or conditions identified which are beyond the scope and intent of this work shall be paid for on an hourly basis at the applicable fees in Appendix D.

Section 3. Corrections.

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

ARONSON BYPASS TRAIL - BLNGS  
 STPE 1099(84) UPN 7934  
 4/16/2013

Task Description	Sanderson Stewart Staff Position/Charge-Out Rate								Sanderson Stewart Total	Ethnoscience	Terracon	Total incl. Sub-Consultants
	Senior Engineer	Landscape Architect	Project Engineer	CADD Technician/Designer	Construction Inspector	Sen. Professional Land Surveyor	Staff Surveyor	Admin./ Clerical				
<b>Task 1: Project Management</b>												
a. General Project Management	8								\$1,080.00			
b. Progress Reports and Meetings	8								\$1,080.00			
c. Contract Management/Billing	4								\$540.00			
d. Coordination with Sub-consultants	4								\$540.00			
e. QA/QC	4								\$540.00			
<b>Subtotal for Task 1</b>	<b>\$3,780.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,780.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,780.00</b>
<b>Task 2: Concept Development</b>												
a. Site Visits and Concept Alignments	8	8							\$1,960.00			
b. Meeting w/ MDT	2								\$270.00			
<b>Subtotal for Task 2</b>	<b>\$1,350.00</b>	<b>\$880.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,230.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,230.00</b>
<b>Task 3: Topographic Survey</b>												
a. Task Management and Coordination	1					2			\$365.00			
b. Pre-Survey Preparation and Research						2	1		\$310.00			
c. Survey Computation							4		\$320.00			
d. Survey Control							4		\$320.00			
e. Topographic Survey							16		\$1,280.00			
f. Pick-up Topographic Survey							4		\$320.00			
<b>Subtotal for Task 3</b>	<b>\$135.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$460.00</b>	<b>\$2,320.00</b>	<b>\$0.00</b>	<b>\$2,915.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,915.00</b>
<b>Task 4: Environmental Documentation</b>												
a. Prepare Group (d) Categorical Exclusion	20								\$2,700.00			
b. Cultural Resources Review									\$0.00	\$3,532.00		
<b>Subtotal for Task 4</b>	<b>\$2,700.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,700.00</b>	<b>\$3,532.00</b>	<b>\$0.00</b>	<b>\$6,232.00</b>
<b>Task 5: Geotech Analysis</b>												
a. Complete Geotech Analysis and Report									\$0.00		\$2,960.00	
<b>Subtotal for Task 5</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,960.00</b>	<b>\$2,960.00</b>	
<b>Task 6: Trail Signage Package</b>												
a. Develop trail signage plans	4	16							\$2,300.00			
b. Develop trail mileage marker implementation plan	4	8							\$1,420.00			
<b>Subtotal for Task 6</b>	<b>\$1,080.00</b>	<b>\$2,640.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,720.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,720.00</b>
<b>Task 7: Plans and Specifications</b>												
a. Preliminary design documents	8	8	20	40					\$6,960.00			
b. Draft engineering specifications and contract docs	4		12				1		\$1,680.00			
c. Preliminary cost estimate	2		4						\$630.00			
d. Submit preliminary documents for PRPL review	1						1		\$195.00			
e. Revise documents and submit for CTEP Review	2			4			1		\$650.00			
<b>Subtotal for Task 7</b>	<b>\$2,295.00</b>	<b>\$880.00</b>	<b>\$3,240.00</b>	<b>\$3,520.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$180.00</b>	<b>\$0.00</b>	<b>\$10,115.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10,115.00</b>
<b>Task 8: Construction Bid Package</b>												
a. Revise documents based on CTEP review	4			8					\$1,180.00			
b. Prepare final bid documents with bid alternates	4						1		\$600.00			
c. Prepare final cost estimate	2								\$270.00			
<b>Subtotal for Task 8</b>	<b>\$1,350.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$640.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$60.00</b>	<b>\$0.00</b>	<b>\$2,050.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,050.00</b>
<b>Task 9: Bid Process</b>												
a. Bid advertisement	2								\$270.00			
b. Facilitate pre-bid meeting	4								\$540.00			
c. Bid opening, bid tabulation and recommendation of award	4								\$540.00			
d. Process contract documents	2								\$270.00			
<b>Subtotal for Task 9</b>	<b>\$1,620.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,620.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,620.00</b>
<b>Task 10: Construction Staking</b>												
a. Task Management and Coordination						4			\$460.00			
b. Upload Alignments						1			\$115.00			
c. Build Staking Alignments						1			\$115.00			
d. Slope Stake or O/S Stake Trail for Cut and Fill							20		\$1,600.00			
e. Trail Staking 2'O/S 5'7 STA for 1800 LF							20		\$1,600.00			
f. Miscellaneous Staking							8		\$640.00			
<b>Subtotal for Task 10</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$690.00</b>	<b>\$3,840.00</b>	<b>\$0.00</b>	<b>\$4,530.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,530.00</b>
<b>Task 11: Construction Administration</b>												
a. Facilitate pre-construction meeting	2								\$270.00			
b. Shop drawing review	2								\$270.00			
c. Construction inspection	4					80			\$6,940.00			
d. Construction testing coordination and review						4			\$320.00		\$1,000.00	
e. Process pay applications and change orders	4								\$540.00			
<b>Subtotal for Task 11</b>	<b>\$1,620.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6,720.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$8,340.00</b>	<b>\$0.00</b>	<b>\$1,000.00</b>	<b>\$9,340.00</b>
<b>Task 12: Project Closeout</b>												
a. Substantial completion walkthrough and punch list	4								\$540.00			
b. As-built drawings	2				2				\$430.00			
c. One-year warranty inspection and punch list	2								\$270.00			
<b>Subtotal for Task 12</b>	<b>\$1,080.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$160.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,240.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,240.00</b>
<b>Total Hours</b>	126	40	36	54	84	10	77	4	431			
<b>Total Labor Fee</b>	\$17,010.00	\$4,400.00	\$3,240.00	\$4,320.00	\$6,720.00	\$1,150.00	\$6,160.00	\$240.00	\$43,240.00	\$3,532.00	\$3,960.00	\$50,732.00
<b>Administrative Fee (3.5% of Labor Only)</b>	\$595.00	\$154.00	\$113.00	\$151.00	\$235.00	\$40.00	\$216.00	\$8.00	\$1,513.00	\$0.00	\$0.00	\$1,513.00
<b>Direct Sub-consultant Expenses</b>									\$0.00	\$0.00	\$0.00	\$0.00
<b>Schedule I Total (Sanderson Stewart, Subs, Project Total)</b>									<b>\$44,753.00</b>	<b>\$3,532.00</b>	<b>\$3,960.00</b>	<b>\$52,245.00</b>

## Appendix C

### Additional Services of Engineer

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

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

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## Appendix D

### Schedule of Professional Fees

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Hourly rates for services effective on the date of this Agreement are included below.

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

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

#### Section 1. Professional Services.

- A. The following 2 pages provide a breakdown of professional fees.



## CHARGE OUT RATES EFFECTIVE AUGUST 1, 2012

At Sanderson Stewart, we strive to provide great customer service and value. While we can offer the traditional method of billing by hourly charge rates, we strongly encourage our current and prospective clients to consider a fixed-fee arrangement in determining your overall project compensation. Fixed-fee projects can result in substantial savings over our posted hourly billing rates and provide a level of certainty at the outset of your project.

### STAFF PERSONNEL SERVICES

Expert Witness/Special Consultant	\$ 250.00 /hour
Principal	\$ 180.00 /hour
Senior Engineer	\$ 135.00 /hour
Project Engineer	\$ 90.00 /hour
Staff Engineer	\$ 85.00 /hour
Engineer Intern	\$ 65.00 /hour
Land Planner/Landscape Architect	\$ 110.00 /hour
Landscape Designer	\$ 80.00 /hour
Senior Professional Land Surveyor	\$ 115.00 /hour
Professional Land Surveyor	\$ 100.00 /hour
Staff Surveyor	\$ 80.00 /hour
Field Survey Technician	\$ 70.00 /hour
Designer	\$ 80.00 /hour
Graphic Designer	\$ 100.00 /hour
CADD Technician	\$ 75.00 /hour
Senior Construction Engineering Technician	\$ 95.00 /hour
Construction Engineering Technician	\$ 70.00 /hour
Construction Inspector	\$ 80.00 /hour
Project Administrator	\$ 65.00 /hour
Administrative/Clerical	\$ 60.00 /hour

1300 North Transtech Way  
 Billings, Montana 59102  
 Phone 406.656.5255  
 Fax 406.656.0967  
[www.sandersonstewart.com](http://www.sandersonstewart.com)

SURVEY CREW SERVICES

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

Outside Consultants:

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

Independent Laboratories:

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

ADMINISTRATIVE EXPENSES

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

\* *unless modified by contract*

08-01-12

## Appendix E

### Project Schedule

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#### Section 1. Project Timeline

- A. Based on Contract approval by Billings City Council, a notice to proceed will be issued by Billings on or about May 14, 2013, the completion date for the Contractor's work shall be December 31, 2013.
- B. Upon notice to proceed, Contractor shall prepare a Work Plan Schedule demonstrating the approved Project Scope and proposed timeline for the project.
- C. Delays affecting the completion of the work within the time specified of more than ninety (90) days, not attributable to or cause by the Parties hereto, may be considered as cause for the renegotiation or termination of this Contract.
- D. If the Contractor is behind on this contract due to no fault of Billings, then the Contractor hereby acknowledges the right of Billings to withhold future contracts to the Contractor in addition to any other remedy until this Contract is brought back on schedule or otherwise resolved.

## Appendix F

### Certificate(s) of Insurance

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(Attach Certificate(s) of Insurance)

DRAFT

# Appendix G

## CERTIFICATE OF CONTRACTOR

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I am a duly authorized representative of the firm of **Sanderson Stewart**, whose address is 1300 North Transtech Way, Billings, MT 59102 and I hereby certify as follows:

1. That neither the firm nor any person associated therewith in a management capacity:
  - a. has employed or retained for commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement;
  - b. has agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
  - c. has paid or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Agreement; with no exceptions.
  
2. That neither the firm, nor any person who has critical influence on or substantial control in the firm, nor any person associated therewith in a management or supervisory capacity:
  - a. is currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any Federal agency or any agency of any State government;
  - b. has, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud; a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - c. is currently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses listed in paragraph 2.b of this certification; or
  - d. has had one or more public transactions terminated for cause or default within a three-year period preceding this Agreement.
  
3. That to the best of my knowledge and belief:
  - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement; and

- b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a

Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

I acknowledge that this certificate is to be furnished to the City of Billings, State of Montana, Department of Transportation and the Federal Highway Administration, in connection with this Agreement involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

## Appendix H

### CERTIFICATE OF THE CITY OF BILLINGS

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I hereby certify that I am the Mayor of the City of Billings of the State of Montana, and that the above consulting firm, or his representatives, has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind; with no exceptions.

I acknowledge that this certificate is to be furnished the Montana Department of Transportation and Federal Highway Administration in connection with this Agreement involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

# Attachment I

## NOTICE TO CONTRACTOR

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During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

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

1. Compliance with Regulations: The Contractor shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations, Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even though only State funding is here involved.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination.
4. Information and Reports: Contractor will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Local Entity, MDT or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Local Entity, MDT or the FHWA as requested, setting forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, Local Entity or MDT may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
  - a. withholding payments to the Contractor under the Agreement until the Contractor complies, and/or
  - b. cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: Contractor will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as the Local Entity, MDT or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor is sued or is

threatened with litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the Local Entity to enter into the litigation to protect the interests of the Local Entity or State, and, in addition, the Contractor or the Local Entity may request the United States to enter into such litigation to protect the interests of the United States.

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

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

**C. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)**

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

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

Each Agreement the Local Entity signs with a Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Treatment Court Evaluation Contract with National Public Consortium Research

**PRESENTED BY:** Shannon Johnson

**Department:** Court

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**Information**

**PROBLEM/ISSUE STATEMENT**

The Billings Adult Misdemeanor Treatment Courts consist of three specific courts that are grant funded. City Council approved the four grants that fund the courts at its November 13, 2012 meeting. Program evaluations must be conducted by a third party evaluation service on either a semi-annual or quarterly basis for each grant. National Public Consortium Research (NPCR) has been selected to provide these services for all of the Billings Adult Misdemeanor Treatment Courts (BAMTC). NPCR is a third party evaluation service which provides social services evaluation, policy analysis, research, and training to treatment courts across the United States. NPCR strives to involve key stakeholders in the development, implementation, and interpretation of the research to ensure that information produced is timely, relevant, and useful to the treatment court needing evaluation.

Previous evaluation services utilized by BAMTC were compared and NPCR was found to be dramatically less expensive. Additionally, NPCR is supported by the SAMHSA and Bureau of Justice Administration agencies and is nationally recognized for the services they provide as acceptable to the federal agencies that awarded funding to Municipal Court.

**ALTERNATIVES ANALYZED**

Council may:

- Approve the contract for NPCR provide evaluation services;
- Do not approve the contract for NPCR to provide evaluation services and provide guidance to staff on the Council's preferred program evaluation method.

**FINANCIAL IMPACT**

The NPCR contract has a maximum price of \$94,633 over the 2-3 year time span of the grants. The cost is included in the grants.

**RECOMMENDATION**

Staff recommends Council approve the contract with National Public Consortium Research for evaluation services for the Billings Adult Municipal Treatment Courts.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Contract

---



## CONSULTANT AGREEMENT

**THIS AGREEMENT** is made and entered into this 1<sup>st</sup> day of June 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 NPC Research of Portland, OR 97239-3867, hereinafter referred to as "**CONSULTANT**."

### **WITNESSETH:**

**WHEREAS**, the **CITY** proposes to purchase treatment services for Treatment Court participants and desires to hire **CONSULTANT** as an independent **CONSULTANT** to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

**WHEREAS**, the **CITY** has authority to contract for such services, and;

**WHEREAS**, the **CONSULTANT** represents that he/she is fully qualified to perform such services personally and is in compliance with the Montana Statutes relating to the provisions of such services.

**NOW THEREFORE**, 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 **CONSULTANT** as an independent **CONSULTANT** to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof. In performing these services, the **CONSULTANT** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. **TERM**: This **AGREEMENT** shall be for a period of three (3) years, from the execution of this **AGREEMENT**. This **AGREEMENT** may be extended for five (5) one year options by mutual agreement of both parties, in writing, thirty (30) days prior to termination.



3. **PAYMENT:** In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a price not to exceed \$94,633.00.

By the 10th day of each month, Consultant shall submit an invoice to the City for the evaluation services provided during the previous month and which shall not exceed the amount awarded for each service as specified in the grants and contracts awarded the Billings Adult Treatment Courts by the various government entities that fund these services. Those amounts are:

Grant \$ 21,633 _____	Title SAMHSA carryover funds
Grant \$ 8,000 _____	Title Dept. of Justice – Mental Health Enhancement
Grant \$ 45,000 _____	Title SAMHSA (new) 20 additional participants at any given point in time. (3 year grant)
Grant\$ 20,000 _____	Title Dept. of Justice – 20 participants at any given point in time (3 year grant)

\*\*The total amount of grant funds allowed for payout to NPC Research is **\$94,633** between the above listed grant awards

The City agrees to pay for these services within thirty (30) days of the receipt of the invoice.

In the event scope of work issues arise, the **CONSULTANT** shall immediately discuss them with the Project Manager for the **CITY**. It is understood that the Consultant will not perform any work that the **CITY** deems outside the scope prior to receiving written approval from the **CITY**, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the **CITY** shall be denied.

If partial payment is requested by **CONSULTANT**, it shall be made upon invoice and said estimate being proportioned to the work completed by the **CONSULTANT**. **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.

4. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that **CONSULTANT** is an independent Contractor for purposes of this **AGREEMENT** and is not to be considered an employee of the **CITY** for any purpose. **CONSULTANT** 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. **CONSULTANT** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONSULTANT** and any third parties.



**CONSULTANT's** business, except for those members who are exempted as independent **CONSULTANTS** under the provisions of §39-71-401, MCA.

**CONSULTANT** 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. **AGREEMENTS OF CONSULTANT:** As an inducement to the execution of this **AGREEMENT** by the **CITY** and in consideration of the agreements to be performed by the **CITY**, the **CONSULTANT** agrees that:

A. Qualifications

The **CONSULTANT** is qualified to perform the services to be furnished under this **AGREEMENT** and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform.

B. Solicitation of Agreement

The **CONSULTANT** has not employed any person to solicit this **AGREEMENT** and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this **AGREEMENT**.

C. Facilities and Personnel

The **CONSULTANT** has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.

D. Subcontracting

None of the work or services covered by this **AGREEMENT** shall be subcontracted without the prior approval of the **CITY**.

E. Affidavits of Compliance

The **CONSULTANT** will, if requested by the **CITY**, furnish the **CITY** affidavits certifying compliance with the provisions of this Section.

7. **AGREEMENTS OF CITY:**



A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the City of Billings' portion of the project as designated in the scope of work.

B. Name a Project Manager who shall be the liaison between the Consultant and the City of Billings. For this project, the Project Manager for **CONSULTANT** designated is **Mona Sumner** and the Project Manager for **CITY** designated is **Judge Mary Jane Knisely**.

**8. NONDISCRIMINATION:**

A. The **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The **CONSULTANT** will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The **CONSULTANT** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. The **CONSULTANT** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.

C. The **CONSULTANT** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.

D. The **CONSULTANT** shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such sub-consultant or vendor of the **CONSULTANT** under this **AGREEMENT**.

E. The **CONSULTANT** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

**9. PERMITS, LAWS, AND TAXES:** The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this **AGREEMENT**. All actions taken by the



**CONSULTANT** under this **AGREEMENT** shall comply with all applicable statutes, ordinances, rules and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this **AGREEMENT**.

10. **NONWAIVER:** The failure of either party at any time to enforce a provision of this **AGREEMENT** shall in no way constitute a waiver of the provision, nor in any way affect the validity of this **AGREEMENT** or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.
11. **DECLARATION OF NO FINANCIAL INTEREST:** The **CONSULTANT** hereby declares that he does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property described in Section 1 or in its sale, or any other interest, whether or not in connection with the property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this **AGREEMENT**, any person having any such interest. Until the property is acquired by the **CITY** or excluded from its project by resolution of its governing body, the **CONSULTANT** and any employees of the **CONSULTANT**, so long as they are employed by the **CONSULTANT**, will not acquire any such interests and will not, for their own account or for other than the **CITY**, negotiate for any of the property, perform services in connection with the property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the property.
12. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
13. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.
14. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.



15. **TERMINATION OF AGREEMENT:** The right is reserved by the CITY to terminate this AGREEMENT at any time upon not less than thirty (30) days written notice to the CONSULTANT.

In the event the CITY terminates this AGREEMENT, the CONSULTANT shall be paid for the amount of work performed or services rendered to date of termination per the AGREEMENT fee.

16. **ENDORSEMENTS:** The CONSULTANT shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.
17. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this AGREEMENT, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the CITY. Reproduces of all notes, reports, and plans shall be made available at the CITY'S request, with the exception of any patient treatment records.
18. **PUBLIC INFORMATION:** The CONSULTANT shall not issue any statements, releases, or information for public dissemination without prior written approval of the CITY.
19. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the CITY.
20. **RECORDS:** The CONSULTANT shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the AGREEMENT term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the CITY and copies thereof shall be furnished if requested.
21. **ATTORNEY'S FEES AND COSTS:** That in the event it becomes necessary for either Party to this AGREEMENT to retain an attorney to enforce any of the terms or conditions of the AGREEMENT or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.



22. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.
23. **MODIFICATION AND AMENDMENTS:** That any amendment or modification of this **AGREEMENT** or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this **AGREEMENT**.

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

CITY OF BILLINGS, MONTANA

NPC Research  
CONSULTANT (Print Name Above)

By \_\_\_\_\_  
~~CHRISTINA F. VOLEK~~ *Thomas W. Havel,*  
~~CITY Administrator~~ *Mayor*

By *Juliette R. Mackin*  
Print Name: Juliette R. Mackin

Print Title: Executive Vice President,  
Senior Research Associate

APPROVED AS TO FORM:

By *Brent Brooks*  
BRENT BROOKS, CITY Attorney



## **Billings Municipal Court, Evaluation Scope of Work 2013-2015**

NPC Research will provide the following evaluation services over the next 3 years, in support of various grant funds that have been received by the Court:

- Site visit and 10 key component review of Mental Health Court
- Consultation with the DUI Court staff
- List of possible topics for alumni group
- Analyses and summaries of program data from DCCM (services received, patterns of UA tests and results, program completion rates, etc., see details below)
- Outcome/impact evaluation of Adult Drug Court (see methods below)
  - Consultation with staff to determine a cohort of program staff to study
  - Consultation with staff to determine the best source of data for recidivism information (police, court, etc.)
  - Collaboration with staff to answer the most relevant research questions for the program
  - Collaboration with staff to create the most useful report format(s) (e.g., detailed vs. brief summaries)

### **Outcome/Impact Evaluation Methods**

The purpose of outcome evaluation is to determine whether the program has improved participant outcomes. In other words, did the program achieve its intended goals for its participants? This includes short-term outcomes, such as whether the program is delivering the intended amount of services, whether participants receive treatment more quickly and complete treatment more often than those who do not participate, whether participants are successfully completing the program in the intended amount of time, whether drug use is reduced, and what factors lead to participants successfully completing the program. An outcome evaluation can also measure longer term outcomes (also called an “impact evaluation”) including participant outcomes after program completion. In the case of drug court programs, one of the largest impacts of interest is recidivism. Are program participants avoiding the criminal justice system “revolving door?” How often are participants being re-arrested, and spending time on probation or in jail?

In this evaluation, the following outcomes will be assessed, in three main focus areas: 1) drug use, 2) program completion, and 3) criminal justice recidivism. The outcome portion of the evaluation report will be divided into each of these four areas of interest, with specific policy-related study questions for each. These questions are listed below in the results.

NPC Research will identify a sample of participants who entered the program long enough ago to allow for the availability of at least 12 months and up to 2 years of recidivism data post-program entry. An appropriate comparison group will be identified who did not participate in any drug court services. The drug court participants and comparison individuals will be matched

on as many demographic variables as possible, including age, gender, race/ethnicity, indication of prior drug use, prior treatment history and criminal history, including number of prior arrests and prior drug arrests.

Both groups will be examined through existing administrative databases for a period up to 24 months from the date of drug court entry. For comparison group members, an equivalent “entry date” will be calculated by creating an average of the number of days from petition to drug court entry for participants and adding that mean number of days to the petition date for comparison group members.

**Outcome Study Research Questions:**

***Drug Use (DU) Outcomes***

T1: Do DC participants reduce their drug use over time?

T1a: Do DC participants have fewer positive UAs (or other drug tests) over time?

T1b: Do DC participants have fewer drug-related crimes over time (and compared to the comparison group)?

***Program Completion (PC)***

PC1: How successful is the program in bringing participants to completion and graduation within the expected timeframe?

PC2: What participant characteristics predict successful drug court completion? What predicts non-completion (termination or unsuccessful exit from the drug court program)?

***Criminal Justice (CJ) Outcomes***

CJ1: Do DC participants have fewer subsequent arrests than non-DC offenders? (and does a smaller proportion of DC participants have a new arrest compared to non-DC offenders?)

CJ2: Do DC participants have fewer subsequent arrests with drug charges than non-DC offenders?

CJ3: Do DC participants use fewer jail resources than non-DC offenders?



Policy Number: PAS04227783  
Named Insured: NW Professional Consortium, Inc.

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Billings, Montana P.O. Box 1178 Billings, MT 59103	As Per Contract or Agreement on File with Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

# OREGON WORKERS COMPENSATION CERTIFICATE OF INSURANCE



**CERTIFICATE HOLDER:**

CITY OF BILLINGS MONTANA  
PO BOX 1178  
BILLINGS, MT 59103

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy.

POLICY NO.	POLICY PERIOD	ISSUE DATE
925822	01/01/2013 to 01/01/2014	02/05/2013

**INSURED:**  
NORTHWEST PROFESSIONAL CONSORTIUM INC  
17725 HILLSIDE DR  
WEST LINN, OR 97068-1240

**BROKER OF RECORD:**  
BH INSURANCE LLC  
PO BOX 270  
SALEM, OR 97308

**LIMITS OF LIABILITY:**

Bodily Injury by Accident	\$1,000,000	each accident
Bodily Injury by Disease	\$1,000,000	each employee
Body Injury by Disease	\$1,000,000	policy limit

**DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS:**

evaluation of drug courts

**IMPORTANT:**

The coverage described above is in effect as of the issue date of this certificate. It is subject to change at any time in the future.

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

**CANCELLATION:**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED TO THE POLICYHOLDER AND CERTIFICATE HOLDER IN ACCORDANCE WITH THE POLICY PROVISIONS AND OREGON LAW. SAIF WILL ENDEAVOR TO PROVIDE WRITTEN NOTICE WITHIN 30 DAYS WHENEVER POSSIBLE.

AUTHORIZED REPRESENTATIVE

President and CEO

400 High Street SE  
Salem, OR 97312  
P: 800.285.8525  
F: 503.373.8020



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
 CONTRACTORS – SCHEDULED PERSON OR  
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Billings, Montana	Re: As Per Contract or Agreement on File with Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Policy Number: PAS04227783  
Named Insured: NW Professional Consortium, Inc.

Commercial General Liability  
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

City of Billings, Montana

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for the injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Policy Number: PAS04227783  
Named Insured: NW Professional Consortium, Inc.

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Billings, Montana P.O. Box 1178 Billings, MT 59103	As on file with the insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



Policy Number: PAS04227783  
Named Insured: NW Professional Consortium, Inc.

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Billings, Montana P.O. Box 1178 Billings, MT 59103	As on file with the insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Rimrock Foundation Contract for Treatment Services

**PRESENTED BY:** Shannon Johnson

**Department:** Court

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**Information**

**PROBLEM/ISSUE STATEMENT**

Rimrock Foundation is one of the main treatment providers in the City of Billings and the sole provider of the specific treatment services needed for the participants within the three treatment courts in the Billings Adult Misdemeanor Treatment Court (BAMTC). Rimrock has provided treatment for BAMTC since its inception in 2005 because it is able to provide a continuum of treatment that is unavailable elsewhere. Rimrock Foundation has been selected to provide these services for BAMTC and was written as such into each of the grant proposals prior to being awarded funding.

**ALTERNATIVES ANALYZED**

Council may:

- Approve the contract with Rimrock Foundation for treatment services;
- Deny the contract with Rimrock Foundation for treatment services and give staff guidance on obtaining treatment services for the BAMTC.

**FINANCIAL IMPACT**

The proposed contract with Rimrock Foundation for treatment services will not exceed \$797,198 over the 203 year time span of the newly acquired grants. The cost is included in the grants.

**RECOMMENDATION**

Staff recommends Council approve the contract with Rimrock Foundation for treatment services for the Billings Adult Misdemeanor Treatment Courts.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Contract

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## CONSULTANT AGREEMENT

**THIS AGREEMENT** is made and entered into this   1st   day of October, 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 Rimrock Foundation, of Billings, MT 59101, hereinafter referred to as "**CONSULTANT**."

### **WITNESSETH:**

**WHEREAS**, the **CITY** proposes to purchase treatment services for Drug Court participants and desires to hire **CONSULTANT** as an independent **CONSULTANT** to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

**WHEREAS**, the **CITY** has authority to contract for such services, and;

**WHEREAS**, the **CONSULTANT** represents that he/she is fully qualified to perform such services personally and is in compliance with the Montana Statutes relating to the provisions of such services.

**NOW THEREFORE**, 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 **CONSULTANT** as an independent **CONSULTANT** to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof. In performing these services, the **CONSULTANT** 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.

2. **TERM:** This **AGREEMENT** shall be for a period of one (1) year, from the execution of this **AGREEMENT**. This **AGREEMENT** may be extended for five (5) one year options by mutual agreement of both parties, in writing, thirty (30) days prior to termination.



3. **PAYMENT:** In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a total price not to exceed \$797,198.

By the 10th day of each month, Consultant shall submit an invoice to the City for the treatment services provided during the previous month and which shall not exceed the amount awarded for each service as specified in the grants and contracts awarded the Billings Adult Treatment Courts by the various government entities that fund these services. Those amounts are:

Grant \$ 141,090 \_\_\_\_\_

Title SAMHSA carryover remaining participants currently involved in program when the date of this contract went into effect.

Grant \$ 547,926 \_\_\_\_\_

Title SAMHSA (new) 20 additional participants at any given point in time. (3 year grant)

Grant \$108,182 \_\_\_\_\_

Title Dept. of Justice – 20 participants at any given point in time (3 year grant)

\*\*The total amount of grant funds allowed for payout to Rimrock Foundation over the course of three years is \$797,198.

The City agrees to pay for these services within thirty (30) days of the receipt of the invoice.

In the event scope of work issues arise, the **CONSULTANT** shall immediately discuss them with the Project Manager for the **CITY**. It is understood that the Consultant will not perform any work that the **CITY** deems outside the scope prior to receiving written approval from the **CITY**, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the **CITY** shall be denied.

If partial payment is requested by **CONSULTANT**, it shall be made upon invoice and said estimate being proportioned to the work completed by the **CONSULTANT**. **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.

4. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that **CONSULTANT** is an independent Contractor for purposes of this **AGREEMENT** and is not to be considered an employee of the **CITY** for any purpose. **CONSULTANT** 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. **CONSULTANT** is not



authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONSULTANT** and any third parties.

**5. INDEMNITY AND INSURANCE:**

- A. The Consultant shall not indemnify, defend, save and hold Billings harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the **AGREEMENT**.
- B. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Consultant, the Consultant shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the Consultant's or any subcontractor's wrongful or negligent acts occurring as a result from the Consultant's performance pursuant to this **AGREEMENT**.
- C. The **CONSULTANT** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONSULTANT** shall furnish the **CITY** with proof of insurance in accordance with this Section.

The **CONSULTANT** shall provide the following insurance:

- 1. Workers' compensation and employer's liability coverage as required by Montana law.
- 2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
- 3. Commercial automobile liability -- \$1,500,000 per accident.
- 4. Professional liability in the amount of \$1,500,000 per claim.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation.

The **CITY** shall be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies.

In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

**CONSULTANT** 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. **CONSULTANT** shall maintain workers' compensation insurance coverage for all members and employees of



**CONSULTANT's** business, except for those members who are exempted as independent **CONSULTANTS** under the provisions of §39-71-401, MCA.

**CONSULTANT** 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. AGREEMENTS OF CONSULTANT:** As an inducement to the execution of this **AGREEMENT** by the **CITY** and in consideration of the agreements to be performed by the **CITY**, the **CONSULTANT** agrees that:

**A. Qualifications**

The **CONSULTANT** is qualified to perform the services to be furnished under this **AGREEMENT** and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform.

**B. Solicitation of Agreement**

The **CONSULTANT** has not employed any person to solicit this **AGREEMENT** and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this **AGREEMENT**.

**C. Facilities and Personnel**

The **CONSULTANT** has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.

**D. Subcontracting**

None of the work or services covered by this **AGREEMENT** shall be subcontracted without the prior approval of the **CITY**.

**E. Affidavits of Compliance**

The **CONSULTANT** will, if requested by the **CITY**, furnish the **CITY** affidavits certifying compliance with the provisions of this Section.



7. AGREEMENTS OF CITY:

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the City of Billings' portion of the project as designated in the scope of work.
- B. Name a Project Manager who shall be the liaison between the Consultant and the City of Billings. For this project, the Project Manager for **CONSULTANT** designated is **Lenette Kosovich** and the Project Manager for **CITY** designated is **Judge Sheila R. Kolar**.

8. NONDISCRIMINATION:

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



9. **PERMITS, LAWS, AND TAXES:** The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this **AGREEMENT**. All actions taken by the **CONSULTANT** under this **AGREEMENT** shall comply with all applicable statutes, ordinances, rules and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this **AGREEMENT**.
10. **NONWAIVER:** The failure of either party at any time to enforce a provision of this **AGREEMENT** shall in no way constitute a waiver of the provision, nor in any way affect the validity of this **AGREEMENT** or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.
11. **DECLARATION OF NO FINANCIAL INTEREST:** The **CONSULTANT** hereby declares that he does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property described in Section 1 or in its sale, or any other interest, whether or not in connection with the property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this **AGREEMENT**, any person having any such interest. Until the property is acquired by the **CITY** or excluded from its project by resolution of its governing body, the **CONSULTANT** and any employees of the **CONSULTANT**, so long as they are employed by the **CONSULTANT**, will not acquire any such interests and will not, for their own account or for other than the **CITY**, negotiate for any of the property, perform services in connection with the property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the property.
12. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
13. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.



14. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.
15. **TERMINATION OF AGREEMENT:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**.  
  
In the event the **CITY** terminates this **AGREEMENT**, the **CONSULTANT** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.
16. **ENDORSEMENTS:** The **CONSULTANT** shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.
17. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request, with the exception of any patient treatment records.
18. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**.
19. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**.
20. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.
21. **ATTORNEY'S FEES AND COSTS:** That in the event it becomes necessary for either Party to this **AGREEMENT** to retain an attorney to enforce any of the terms or conditions of the **AGREEMENT** or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.



22. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District Court for Yellowstone County and there shall be no other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.
23. **MODIFICATION AND AMENDMENTS:** That any amendment or modification of this **AGREEMENT** or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this **AGREEMENT**.

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

CITY OF BILLINGS, MONTANA

Rimrock Foundation  
CONSULTANT (Print Name Above)

By CHRISTINA F. VOLEK *Thomas W. Hanel,*  
CITY Administrator *Mayor*

By Lorette Kosvick  
Print Name Lorette Kosvick  
Print Title CEO

APPROVED AS TO FORM:

By Brent Brooks  
BRENT BROOKS, CITY Attorney

## **Exhibit A**

**Scope of Work.** Rimrock will provide the following service levels to offenders enrolled in the BAMTC:

Rimrock Foundation will provide addiction counseling services for up to 50 Billings Adult Municipal Drug Court participants and 20 Billings Adult Municipal DUI Court clients at any given time at the level of care deemed appropriate for each participant through initial assessment and ongoing review. Participants shall have access to substance use treatment provided by Rimrock Foundation to include assessments, group therapy, individual therapy, family therapy, addiction education and treatment, aftercare and relapse prevention. Services provided by Rimrock Foundation specifically exclude inpatient or residential treatment. Other than services provided independently through Rimrock Foundation, services shall not include medical, psychiatric, case management services or mental health services. Contractor shall collaborate with the Court to locate other treatment services not provided above when indicated by assessment criteria.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/05/2013

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

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

PRODUCER <b>PayneWest Insurance, Inc.</b> P.O. Box 30638 Billings, MT 59107-0638 406 238-1900	CONTACT NAME:
	PHONE (A/C, No, Ext):      FAX (A/C, No): E-MAIL ADDRESS:
INSURED <b>Rimrock Foundation</b> 1231 North 29th Street Billings, MT 59101	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A: <b>Philadelphia Indemnity Insuranc</b>
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E: INSURER F:

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		PHPK976968	02/05/2013	02/05/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		PHPK976968	02/05/2013	02/05/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000	X		PHUB410824	02/05/2013	02/05/2014	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ WC STATU-TORY LIMITS      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
A	Professional			PHPK976968	02/05/2013	02/05/2014	\$1,000,000 Each Occ \$3,000,000 Aggregate

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

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

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** W.O. 09-12, Inner Belt Loop Right-of-Way Acquisition - Parcel No. 7

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

W.O. 09-12 Inner Belt Loop will construct an arterial road from Wicks Lane to Alkali Creek Road as part of the Phase I construction. No right-of-way exists through this corridor and therefore it must be obtained as part of the project. The subject parcel is located in the West Half of the East Quarter of Section 18, Township 1 North, Range 26 East, and is owned by Morledge Alkali Creek, LLC. Morledge Alkali Creek, LLC has executed the Right-of-Way Agreement and agreed to the appraised value of \$8,179.32.

**ALTERNATIVES ANALYZED**

The Council May:

- Approve the Right-of-Way Acquisition with Morledge Alkali Creek, LLC and authorize the Mayor to sign the Right-of-Way Agreement and Deed; or
- Do not approve the Right-of-Way Acquisition with Morledge Alkali Creek, LLC. If the Right-of-Way Acquisition is not approved, the Inner Belt Loop cannot be constructed or would have to be rerouted.

**FINANCIAL IMPACT**

The cost of the right-of-way from Morledge Alkali Creek, LLC is \$8,179.32. Arterial funds will be used to purchase the property.

**RECOMMENDATION**

Staff recommends that the City Council approve the Right-of-Way Acquisition with Morledge Alkali Creek, LLC for \$8,179.32 and authorize the Mayor to sign the Right-of-Way Agreement and Deed.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Right of Way Agreement

Deed

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(Continued from Previous Page)

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN:

We understand that we are required by law to provide our correct taxpayer identification number(s) to the City of Billings and that failing to comply may subject us to civil and criminal penalties. We certify that the number(s) below is/are our correct taxpayer identification number(s).

Signature: <u>SMX</u>	<u>8/29/12</u>	(Date)	_____	Tax ID No.
Signature: <u>Patricia A. Doherty</u>	<u>8-29-12</u>	(Date)	_____	Tax ID No.
Signature: <u>Arnie S. Morscheck</u>	<u>8-29-12</u>	(Date)	_____	Tax ID No.
Signature: <u>Margaret J. Jovan</u>	<u>9/13/12</u>	(Date)	_____	Tax ID No.

RECOMMENDED FOR APPROVAL:

APPROVED FOR AND ON BEHALF OF CITY OF BILLINGS:

\_\_\_\_\_  
Mayor, City of Billings (Date)

ATTEST:

\_\_\_\_\_  
City of Billings, Public Works Department (Date) City Clerk (Date)

# EXHIBIT A

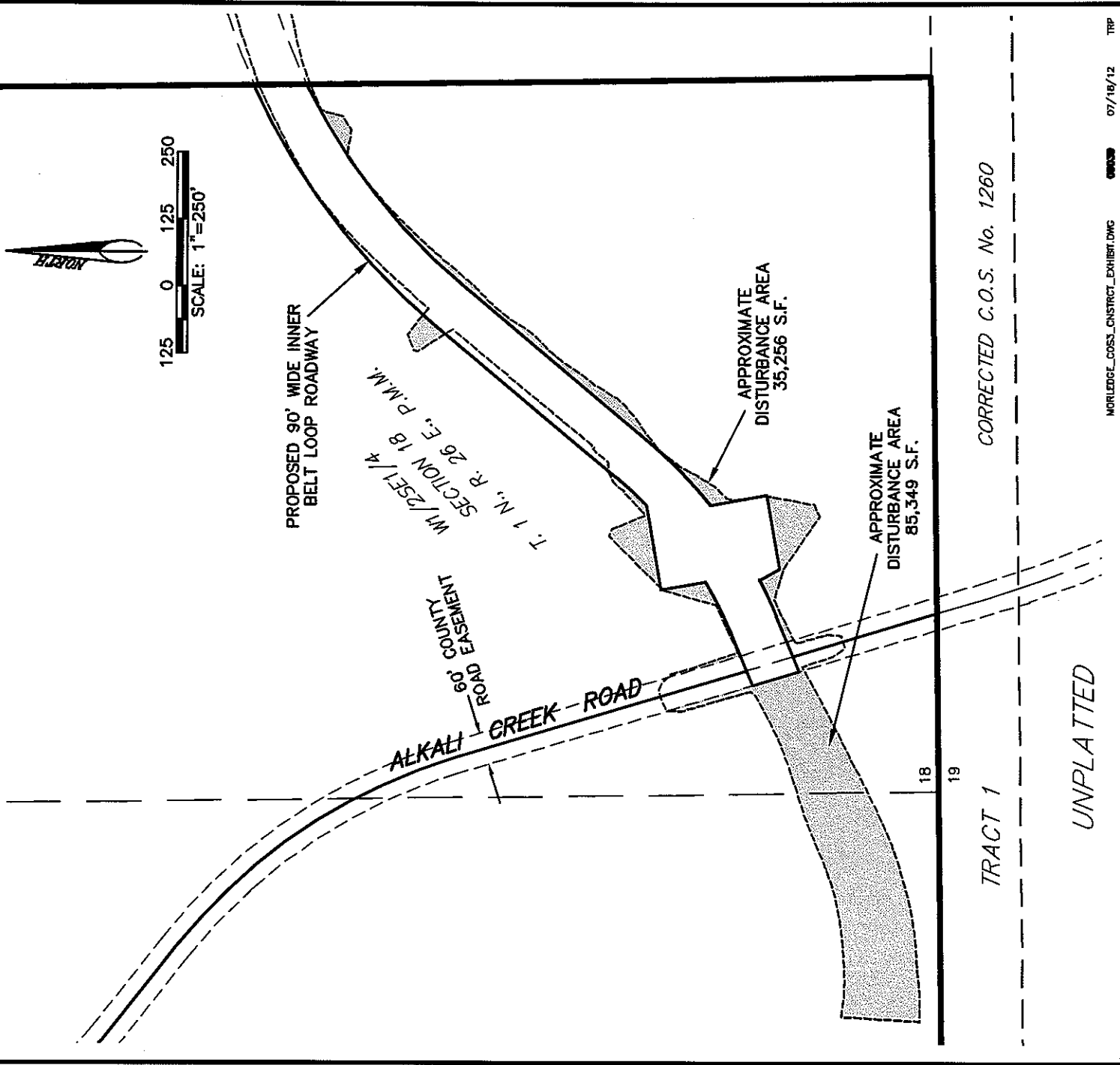
## TEMPORARY CONSTRUCTION EASEMENT

PREPARED FOR : THE CITY OF BILLINGS

PREPARED BY : SANDERSON STEWART



JULY, 2012  
BILLINGS, MONTANA



**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** W.O. 09-20 Rimrock Road, Forsythia to Shiloh - Professional Services Contract Amendment #3

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

The professional services contract with DOWL HKM for design of Work Order 09-20 Rimrock Road, Forsythia to Shiloh, was approved at the November 28, 2011, City Council Meeting. Construction was bid on March 26, 2013, and a contract was awarded by Council at the April 8, 2013, Council Meeting. This professional services contract amendment will provide for construction staking, construction inspection, partial construction administration services, materials testing, and design work that could be added as a result of new information from exploratory excavation surveys.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve Professional Services Contract Amendment #3 in the amount of \$221,035.00; or
- Do not approve Professional Services Contract Amendment #3.

**FINANCIAL IMPACT**

This Contract Amendment #3 is for \$221,035.00 and brings the total professional services contract with DOWL HKM to \$552,455.00. Funding for this project is from property owner assessments, water, gas tax, and arterial funds. There is sufficient funding in the budget for this amendment.

**RECOMMENDATION**

Staff recommends that Council approve Professional Services Contract Amendment #3 with DOWL HKM in the amount of \$221,035.00 for W.O. 09-20, Rimrock Road, Forsythia to Shiloh.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Scope

Fee

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AMENDMENT NO. 3

TO

CONTRACT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES

CITY OF BILLINGS WORK ORDER 09-20,

Rimrock Road (Forsythia Boulevard to Shiloh Road)

THIS AGREEMENT, made and entered into on \_\_\_\_\_, 2013, by and between the following:

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

and

DOWL HKM  
222 North 32<sup>nd</sup> Street, Suite 700  
Billings, Montana 59101  
Hereinafter designated the Contractor

WITNESSETH:

WHEREAS, the City and Contractor have entered into a contract dated November 28<sup>th</sup>, 2011, for Contractor to provide professional services to the City for Work Order 09-20, and;

WHEREAS, the contract was modified by Amendment No. 1 to account for additional design services for the traffic signal design at the intersection of Rimrock Road and 38<sup>th</sup> Street West;

WHEREAS, the contract was modified by Amendment No. 2 to account for additional design services for the traffic signal modification design at the intersection of Rimrock Road and Zimmerman Trail;

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

WHEREAS, the City has authority to contract for professional services, and;

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

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

Add the following to Appendix A, Section 3:

Task 601 – Construction Staking

- 1) Project Coordination and Management – Collect survey requests and schedule survey staff to perform work in a timely manner.
- 2) Attend weekly construction meetings with the City. Two (2) hours per week for the weekly construction meeting through the contract duration is assumed to cover travel, meeting time and any follow-up activities related to the meeting.
- 3) Set Preliminary Field Control – Control set for topographic survey for design will be verified. Offsets (hub and lath) to baseline will be staked once at 100-foot intervals on one side of the roadway from Melrose to Forsythia. Baseline offsets will be placed as far away from construction activities as feasible and will show hub elevation, stationing, and appropriate finished grade cut/fills to the roadway section.
- 4) Street monuments have been surveyed as part of the design survey. DOWL HKM will reset street monuments after street reconstruction, providing offsets for monument box installation. Monument boxes and brass cap encased in concrete are to be set by others. DOWL HKM will stamp brass cap and file corner records related to the reset monuments.
- 5) DOWL HKM will stake the project once for each of the following construction activities:
  - a) Slope staking and street baseline staking at 50-foot intervals.
  - b) Bluetop top of subgrade at 100-foot intervals on the baseline only.
  - c) Bluetop base course at 50-foot intervals. Bluetopping will be baseline only as the curb and gutter will set the edge elevations.
  - d) Curb and gutter staking (all types) at 25-foot intervals 2-foot offset to back of curb, PCs, PTs, and critical vertical geometry.
  - e) Driveway/approach horizontal staking
  - f) ADA Ramp horizontal staking of curves, tangents, and radius points.

- g) Control for paving shall be provided by others.
- h) Storm Drain – Stake manholes and inlets and provide temporary benchmarks adjacent to the work. Control between manholes to maintain line and grade will be provided at 50-foot intervals.
- i) Water Main – Stake offset pipe centerline and provide vertical benchmark elevation, including identifying new features (valves, fittings, fire hydrants).
- j) Electrical – stake horizontal position of roadway lighting poles, traffic signal poles and posts, pull boxes and service points.
- k) Signing – Stake sign foundation location behind sidewalk by station only. Offset to be determined by others.
- l) Pavement Marking – Provide sufficient control to complete Work. Control will be provided at beginning and end points and at transition locations. All symbols will be marked at the center of the symbol.
- m) Retaining Walls - Station and offset horizontal location.

#### Task 602 – Miscellaneous Staking & Survey

- 1) At the request of the City of Billings, DOWL HKM will address miscellaneous staking requests for fence corners, property lines, and utilities (power, communications, natural gas, etc) up to a maximum 98 2-man crew hours and 24 professional hours.
- 2) Property pins are not to be disturbed per SP-5 of the Project Manual. However, up to five (5) property pins will be surveyed and set as requested by the City.

#### Task 603 – Construction Administration & Materials Testing

- 1) Provide construction administration for storm drain and water line installation. The City will provide construction administration for all other construction items and will administer and oversee the overall construction contract. The City of Billings project representative will coordinate schedule, closures, and planned contractor activities with DOWL HKM.
- 2) Provide full-time construction observation utilizing a Resident Project Representative (RPR) to assist the City in observing progress, quality of work, and conformance to the contract documents and other applicable codes and standards for the storm drain and water line installation. One (1) full-time RPR will be on-site for 40 hours per week, 5 days a week for 14 weeks. Inspection activities will include review of all major work items related to the storm drain and water line installation, including traffic control set-ups and sediment and erosion control plans. The RPR will prepare daily inspection reports, daily quantity summaries, weekly progress reports, weekly workforce and

equipment reports, and other reports as required. RPR responsibilities are further defined in the General Conditions contained in the City of Billings Standard Modifications, latest edition.

- 3) Develop and implement a quality assurance testing plan for materials testing in accordance with the City of Billings Standard Modifications, latest edition. DOWL HKM will attend a pre-construction testing meeting with RPRs, field testing personnel, and lab manager to coordinate testing requirements. DOWL HKM will provide qualified personnel, equipment, and supplies for field testing of materials throughout construction. The materials to be tested include:
  - a. Trench Backfill
  - b. Trench Compaction
  - c. Pipe Bedding
  - d. Subgrade & Embankment
  - e. Crushed Base Course
  - f. Asphaltic Concrete Pavement
  - g. Portland Cement Concrete
- 4) Monitor and collect results from contractor's separate quality control materials testing program. Testing conducted under the supervision of the City of Billings representative will be provided to DOWL HKM by the representative.
- 5) Attend weekly construction meetings with the City.
- 6) City will receive, review, and transmit all contractor requests for City staff involvement and approvals, such as valve and hydrant operation requests, water quality sampling requests, traffic control reviews, etc. The City will assure required advance notice requirements are being met by the contractor for all requests to the City for reviews, inspections, operations, and testing.
- 7) The City will review and process all monthly contractor payment requests
- 8) Maintain documentation of all field installations, including the location of all underground utilities encountered during construction, for assistance with preparation of project record drawings. Documentation for record drawings will include, at a minimum:
  - a. Offset distances measured from the right-of-way to all public water mains and sanitary sewers
  - b. Invert elevations marked for each manhole, structure, and each connection thereto, as well as the end of each stubbed main or service line.
  - c. Locations of water and sewer services based on measurements from property lines.
  - d. Elevations indicating the depth of bury of all public water mains and sanitary sewers. These elevations shall be shown at each street or right-of-way intersection and at such intervals along these utilities as may be deemed

- appropriate by the City Engineer.
- e. Permanent bench marks shown.

9) Provide project management and internal quality assurance throughout this phase.

Task 604 – Project Assistance

- 1) DOWL HKM will provide assistance to the City of Billings relative to design or construction related questions throughout the project duration to a maximum amount of 105 hours as requested and approved by the City. Project assistance may also include but is not limited to shop drawing submittal reviews, asphalt mix design reviews, etc.

This amendment increases the total contract by \$221,035.00. Modify Appendix A, Section 3, Compensation to the following:

Based on the scope of work tasks detailed herein, and the level of effort and staff necessary to complete the project within the timeframe specified by the OWNER, DOWL HKM proposes to perform the above referenced work for time and materials as follows:

Fee	\$519,850.00
Materials	\$21,205.00
<u>Subconsultants</u>	<u>\$11,400.00</u>
Total	\$552,455.00

This amendment increases the total contract by \$221,035.00. Modify Appendix B, Section 1, Item A.i. to the following:

Design	\$552,455.00
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Materials and other direct expenses are included in the above phase and total fee amounts.

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



Task No.	Tasks	Total Hours	Lab Tech	Proj. Mgr.	Proj. Eng.	Dsn. Eng. PLS	CADD Tech.	Survey Crew	Inspector	
601	<b>CONSTRUCTION STAKING</b>									
	Weekly Construction Meetings	80			40	40				
	Contractor Survey Requests	76			40	36				
	Notes, Verify and Upload Design Data to Data Controllers	61			6	40	15			
	Set Primary Field Control	36				6		30		
	Restore/Replace Monuments	49				12	12	25		
	Street Reconstruction	0								
	Slope Staking (50' Intervals)	50				10		40		
	Blue Top Subgrade (100' Intervals)	18				4		14		
	Blue Top Base Course (50' Intervals)	47				9		38		
	Curb & Gutter (25' Intervals)	75				15		60		
	Driveways/Approaches	35				7		28		
	ADA Ramps	62				12		50		
	Storm Drain Staking	70				14		56		
	Water Main & Appertunences Staking	28				6		22		
	Electrical Staking	30				6		24		
	Signing	20				4		16		
	Pavement Marking	30				6		24		
	Retaining Wall Staking	23				3		20		
	Project Management	20		10	10					
		0								
	<b>SUBTOTAL (HOURS)</b>	<b>810</b>	<b>0</b>	<b>10</b>	<b>96</b>	<b>230</b>	<b>27</b>	<b>447</b>	<b>0</b>	\$ 98,745
602	<b>MISCELLANEOUS STAKING &amp; SURVEY</b>									
	Misc. Staking (Fence Corners, Property Lines, Utilities, etc.) (as requested)	100			20			80		
	Miscellaneous Survey (Property Pins, etc.) (as requested)	25			5	5		15		
		0								
	<b>SUBTOTAL (HOURS)</b>	<b>125</b>	<b>0</b>	<b>0</b>	<b>25</b>	<b>5</b>	<b>0</b>	<b>95</b>	<b>0</b>	\$ 16,325
603	<b>CONSTRUCTION ADMINISTRATION &amp; MATERIALS TESTING</b>									
	Construction Administration (Storm Drain & Water Line)	580			20				560	
	Materials Testing	342	330		12					
	Project Management	20		10	10					
		0								
	<b>SUBTOTAL (HOURS)</b>	<b>942</b>	<b>330</b>	<b>10</b>	<b>42</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>560</b>	\$ 78,340
604	<b>PROJECT ASSISTANCE</b>									
	Project Assistance (as requested)	105		14	62	14	15			
		0								
		0								
	<b>SUBTOTAL (HOURS)</b>	<b>105</b>	<b>0</b>	<b>14</b>	<b>62</b>	<b>14</b>	<b>15</b>	<b>0</b>	<b>0</b>	\$ 12,220

**COST SUMMARY**

	Hours	Rate	Extension
Lab Technician	330	65.00	\$ 21,450
Project Manager	34	145.00	\$ 4,930
Project Engineer	225	120.00	\$ 27,000
Design Engineer / PLS	249	100.00	\$ 24,900
CADD/Designer	42	90.00	\$ 3,780
Survey Crew	542	135.00	\$ 73,170
Inspector	560	90.00	\$ 50,400
<b>TOTAL LABOR/OVERHEAD</b>			<b>\$205,630</b>

**DIRECT NONLABOR**

Miscellaneous (Blueprints, mylars, multilith paper, telephone, postage, misc. equipment rental, maps, photos, survey mtgs., display boards, etc.)						\$ 1,500.00
Mileage	2300 Miles	\$ 1.00 Per Mile				\$ 2,300.00
Laboratory Testing						
Standard Proctor (Subgrade)	5 Each	\$ 205.00 Per Each				\$ 1,025.00
Standard Proctor (Crushed Base Course)	2 Each	\$ 205.00 Per Each				\$ 410.00
Gradation (Crushed Base Course)	2 Each	\$ 75.00 Per Each				\$ 150.00
Asphalt Mix Verifications (1/1000 Ton) (Total=7600 tons)	10 Each	\$ 400.00 Per Each				\$ 4,000.00
Asphalt Cores	20 Each	\$ 35.00 Per Each				\$ 700.00
Concrete Breaks (54 pours @ 4 cylinders/pour)	216 Each	\$ 20.00 Per Each				\$ 4,320.00
Hamburg Test (if needed)	1 Each	\$ 1,000.00 Per Each				\$ 1,000.00
						<b>TOTAL DIRECT NONLABOR</b>
						<b>\$15,405</b>

**RECAPITULATION**

Total Labor/ Overhead	205,630
Total Direct NonLabor	15,405
<b>TOTAL ESTIMATED COST</b>	<b>\$221,035</b>

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Amendment to Babcock, LLC - Downtown Billings Partnership Development Agreement

**PRESENTED BY:** Bruce McCandless and Brent Brooks

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

In September, 2008, the City Council approved a development agreement with Babcock, LLC and the Downtown Billings Partnership to purchase and restore the Babcock retail building and theater. The construction was to be completed in three phases and all were complete by February, 2012. The agreement requires Babcock, LLC to transfer the theater to the City no later than April 1, 2016. Babcock, LLC requests delaying the transfer until March 15, 2017 in order to take full advantage of historic preservation tax credits. Details are explained in the attached letter from Babcock, LLC. The amendment requires DBP's consent, which was granted in May, 2012 and confirmation of that action is also attached.

**ALTERNATIVES ANALYZED**

The City Council may approve or not approve the development agreement amendment. If the Council does not approve the time extension, Babcock LLC will not be able to comply with its commitment to retain the subject property for five (5) years after putting the building into service.

**FINANCIAL IMPACT**

There should be little or no financial impact to the City. At the time the development agreement was approved, the City planned to contract with a theater operator, similar to the ABT, so there should be no revenue or cost to the City. Transferring the property in 2017 will allow the City to defer for one year finding an operator and negotiating an operating agreement.

**RECOMMENDATION**

Staff recommends that the City Council approve the Babcock, LLC request to amend the development agreement with Babcock, LLC and Downtown Billings Partnership to delay transferring the Babcock Theater to the City until March 15, 2017.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Babcock LLC request and DBP approval

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April 11, 2013

City of Billings  
c/o Brent Brooks  
Billings City Attorney  
PO Box 1178  
Billings, Montana 59103

Ladies and Gentlemen:

Hello.

The Babcock LLC needs to request an extension of the transfer of ownership of the Theatre portion of The Babcock Building as required by the Development Agreement for same between The Babcock LLC and the City.

**Why an extension is required**

- The renovation of the Babcock was heavily dependent upon utilizing historic preservation tax credits. These were possible only by placing the building on the National Register of Historic Places. The rules involved in the utilization of these tax credits require that we own the property for five (5) years after the date of placing the project "in service". This "in service" date is required to be after everything that is being claimed for tax credits is complete. In our case most of the building was complete and fully occupied but there were still a few smaller projects to complete as we could verify remaining budgets, etc. The "in service" date for The Babcock ended up as February 29, 2012. Thus we cannot transfer the ownership to the City until early March of 2017.

We would request that the Development Agreement be modified to change the required date for transfer of ownership of the theatre from April 1, 2016 to on or before March 15, 2017. This delay of a little less than one year is of critical importance to the financial success of the project.

We would expect to be obligated to continue to maintain and operate the theatre in full compliance with the development agreement for this extended period. It is also our continued goal to establish or recruit a nonprofit entity to operate the theatre before this revised date.

Per the end of paragraph 2 of the attached letter from the Downtown Billings Partnership, they approved this extension back in May of 2012.

Thank you for your consideration and continued support.

**The Babcock, LLC**



Don Olsen AIA  
President



Mike Mathew  
Vice President



Kim Olsen AIA  
Secretary



Kay Foster  
Treasurer

CC: Downtown Billings Partnership, via e-mail  
Jeff Hunnes, via e-mail



May 25, 2012

The Babcock, LLC  
Attn: Michael S. Mathew  
115 N. 28<sup>th</sup> St., #515  
Billings, MT 59101

Dear Babcock, LLC:

Pursuant to section 3.8 of the Development Agreement signed by all parties and executed on 9/26/2008, the Downtown Billings Partnership, Inc., hereby provides this document as a Certificate of Completion of Phase 3 of the project.

Action was proposed and approved by voice vote at the regular meeting of the Board of Directors on May 25, 2012 to issue this document to The Babcock, LLC both as required by the Agreement and as a statement of satisfaction and pride regarding the renewal project. Further, as part of the same Board Action, approves an extension of the date of transfer of the Babcock Theater unit to the City of Billings from April 1, 2016 to March 1, 2017. The Board understands that this change may require an amendment to the agreement and relies upon the City of Billings to bring such action forward.

Finally, this letter shall also serve as a Certificate of Completion of Phases 1 and 2 along with Phase 3. Thus, pursuant to Section 4.8 of the Development Agreement, the Downtown Billings Partnership, Inc. hereby grants the Babcock, LLC a Certificate of Satisfaction and notes only two remaining obligations:

1. Theater Maintenance and Operation as noted and described in Section 5.1 of the Development Agreement.
2. Conveyance of the Babcock Theater Unit to the City of Billings or its assignee.

Congratulations on a job well done.

Sincerely,

A handwritten signature in black ink that reads "Greg A. Krueger".

Greg A. Krueger  
Development Director

CC: Tina Volek  
Jeff Hunnes, Via Email  
Matt Robertson, Via Email

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** City Reappointment to Yellowstone County Veterans Cemetery Board

**PRESENTED BY:** Tina Volek

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

Councilmember Denis Pitman's term as the City representative to the Yellowstone County Veterans Cemetery Board is expiring, and the Yellowstone County Commissioners have asked for a City Council recommendation on Mr. Pitman's reappointment to an additional, 4-year term.

The cemetery is located in Laurel, and provides burial services to active duty military members who die in the line of duty or retired veterans without criminal histories, and their spouses.

**ALTERNATIVES ANALYZED**

The Council may:

- Recommend Councilmember Pitman's reappointment as the City's representative to the Yellowstone County Cemetery Board;
- Postpone action on the item; or
- Recommend another member as the City representative.

**FINANCIAL IMPACT**

There is no cost to the City for the appointed County position.

**RECOMMENDATION**

It is recommended that the City Council nominate Councilmember Denis Pitman to the Yellowstone County Board of Commissioners as the City's representative to the Yellowstone County Veterans Cemetery Board for a 4-year term.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Letter from Yellowstone Co.

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# Yellowstone County



**COMMISSIONERS**  
(406) 256-2701  
(406) 256-2777 (FAX)

P.O. Box 35000  
Billings, MT 59107-5000  
commission@co.yellowstone.mt.gov

April 23, 2013

Mr. Denis Pitman  
726 Aquarius  
Billings, MT 59105

RE: Ex-Officio to Yellowstone County Veterans Cemetery Board

Dear ~~Mr.~~ <sup>Denis</sup> Pitman,

According to our records, your ex-officio term as a Billings representative on the above named board expires on June 30, 2013.

We would like to take this time to offer you the opportunity to reapply for this position. If you are interested in continuing to serve on this board, please complete the enclosed application and return it to this office no later than 5:00 p.m. on Thursday, May 23, 2013.

Thank you for your interest in community service in Yellowstone County. If you have any questions, please feel free to contact our office.

Sincerely,

A handwritten signature in cursive script that reads "Paulette".

Paulette Turner-Byrd  
Office Manager

c: Mayor Tom Hanel, PO Box 1178, Billings, MT 59103-1178  
Ms. Wynnette Maddox, Executive Secretary, PO Box 1178, Billings, MT 59103-1178  
Mr. Burt Gigoux, YCVC Chair, 1710 Janie, Billings, MT 59105

Enclosure

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Approval of Aviation and Transit's Updated Disadvantaged Business Enterprise Programs

**PRESENTED BY:** Thomas H. Binford

**Department:** Transit

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**Information**

**PROBLEM/ISSUE STATEMENT**

As recipients of Federal Transit Administration (FTA) and Federal Aviation Administration (FAA) grant funding, the Aviation and Transit Department is required to have Disadvantaged Business Enterprise (DBE) Programs in place. A DBE is a for-profit small business concern that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged. The DBE Program's intent is to provide a level playing field for DBE companies wanting to do business with the MET Transit, the Airport, and other agencies receiving Federal funds from the U.S. Department of Transportation. In addition to the requirement to submit an updated DBE Program every three years, on September 6, 2012, a notice in the Federal Register announced changes to the DBE Circular. One of the new requirements of the Circular is that the DBE Programs must now be approved by the City Council and signed by the Mayor. Copies of the DBE Programs are available for review in the City Clerk's office.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the updated DBE Programs; or
- Not approve the updated DBE Programs and jeopardize any future FTA or FAA grant funding.

**FINANCIAL IMPACT**

As recipients of Federal funding, MET Transit and the Airport are required to have DBE Programs in place. Failure to submit updated Programs may jeopardize or delay award of the annual FTA operating and capital grants, and the FAA Airport Improvement Program (AIP) grants. The FTA grants can range between \$1.6 million and \$2 million annually. The AIP grants are approximately \$3 million annually, and up to \$6 million or more on larger projects.

**RECOMMENDATION**

Staff recommends that City Council approve and the Mayor sign the updated DBE Program.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Assignment and Transfer of West End Hangar Ground Lease to Picacho Aviation, L.L.P. from Ted E. Whiting and Sally A. Whiting, Trustees

**PRESENTED BY:** Tom Binford

**Department:** Airport

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**Information**

**PROBLEM/ISSUE STATEMENT**

On January 24, 2000, Picacho Aviation, L.L.P. entered into a 20-year West End Hangar Ground Lease with the City of Billings and subsequently built a 3,600 square foot hangar on the 5,950 square foot parcel referred to as Lot 10, located at 2507 Overlook Drive. Retired Col. Frank Borman, the owner of Picacho Aviation, L.L.P. opted to sell his hangar to Ted E. Whiting and Sally A. Whiting, as Trustees of the Ted E. Whiting Trust and the City Council approved an Assignment and Transfer of Picacho's Ground Lease to the Whiting Trust on July 9, 2007. The Whitings now desire to sell their hangar back to Mr. Borman and wish to assign the Ground Lease back to Picacho Aviation. A copy of the Assignment and Transfer is on file in the City Clerk's office.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the Assignment and Transfer of the West End Hangar Lease from the Whiting Trust to Picacho Aviation, L.L.P.; or
- Not approve the Assignment and Transfer of the West End Hangar Lease from the Whiting Trust to Picacho Aviation, L.L.P.

**FINANCIAL IMPACT**

There is no financial impact from this action. The tenant name on the Lease is all that changes with this Assignment and Transfer; all other terms and conditions remain in full force and effect.

**RECOMMENDATION**

Staff recommends the City Council approve the Assignment and Transfer of the West End Hangar Ground Lease from Ted E. Whiting and Sally A. Whiting, as Trustees of the Ted E. Whiting Trust to Picacho Aviation, L.L.P.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Declaring Airport's 1995 Snow Removal Equipment as Surplus for Disposal

**PRESENTED BY:** Tom Binford

**Department:** Airport

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**Information**

**PROBLEM/ISSUE STATEMENT**

Last year, the Airport took delivery of a new Oshkosh Snow Broom unit to replace a 1995 Oshkosh Snow Broom that was becoming less dependable after 17 years of use. This 1995 piece of equipment was purchased with Passenger Facility Charge (PFC) funds and has no Federal obligations that need to be addressed. The typical snow broom unit is comprised of many moving parts, and as it accumulates a lot of operating hours the maintenance costs increase and the reliability of this critical piece of snow removal equipment decreases. The Airport would like to have this old snow removal equipment declared as surplus equipment so that the Airport can proceed with disposing of it. Once this piece of equipment is declared surplus, staff will advertise for competitive bids to sell this equipment. Because of the specialized nature of this snow removal equipment (22-foot broom head) the pool of potential bidders is very limited. In the event the Airport does not receive any bids for this piece of equipment, staff would like Council's permission to dispose of the unit through a negotiated sale or any other means available.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve declaring the 1995 Oshkosh Snow Broom as surplus equipment and allow staff to dispose of the unit; or
- Decline to declare the 1995 Oshkosh Snow Broom as surplus equipment and direct staff on how to proceed with disposing of this old piece of equipment.

**FINANCIAL IMPACT**

The estimated value of this unit is \$20,000 to \$40,000. However, when considering the limited market for this type of equipment, the age of the unit, and the transportation costs for the potential buyer, it is difficult to determine if the City will receive any bids, and if so, for what amount.

**RECOMMENDATION**

Staff recommends that the City Council declare the Airport's 1995 Oshkosh Snow Broom as surplus and permit staff to sell it through a competitive bid process, and if that fails, to allow staff to seek disposal by alternative means.

**APPROVED BY CITY ADMINISTRATOR**

---

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Annexation #13-06: Acknowledge receipt of petition and set a public hearing date

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

---

**Information**

**PROBLEM/ISSUE STATEMENT**

Owners Origer Enterprises, Inc. (Doug Origer) and TNC Development, LLC (Natalie Carson) have submitted a petition to annex land to the City of Billings under Section 7-2-4600, MCA. The subject property is composed of two lots totaling about 7 acres. The property is described as Lot 5, Block 2, and Lot 1, Block 3, Titan Subdivision. The property is located on the north and south sides of Interstate Avenue just east of the intersection of Interstate Avenue and Mallowney Lane. The property is mostly vacant, with one commercial building on Lot 1. The property owners are requesting annexation in order to obtain City services for future development of the property in the City. No development plans were provided with the annexation request. The property is zoned Highway Commercial and if it is brought into the City, it would retain this commercial zoning designation. The property is located within the five-year annexation area of the City's Limits of Annexation Map and appears to meet many of the City's criteria in its Annexation Policy. A detailed review and analysis of the Annexation Policy criteria will be provided in the Council's public hearing memo. The City Council's policy is to consider annexations at two separate Council meetings. At the first meeting, the Council acknowledges receipt of a petition and sets a public hearing date. At the second meeting, the Council conducts the hearing and decides if it will annex the property. The annexation hearing is scheduled to occur at the City Council meeting on May 28.

**ALTERNATIVES ANALYZED**

Section 7-2-4600, MCA, allows owners of more than 50% of the property to petition the City for annexation. The only alternative that is consistent with City Council policy is to acknowledge receipt of the petition and set a public hearing date.

**FINANCIAL IMPACT**

Analysis by City staff of how City services may be provided to this property, the potential financial implications of developing the property, and a recommendation on the annexation will be prepared and presented at the public hearing.

**RECOMMENDATION**

Staff recommends that the City Council acknowledge receipt of the annexation petition and schedule a public hearing for May 28, 2013 to consider annexing these properties.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Annexation Petition

Annexation Legal Description

Annexation Exhibit

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13-65



# PETITION FOR ANNEXATION TO THE CITY OF BILLINGS

## NOTICE TO PETITIONER

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

### INSTRUCTIONS

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

The map must show:

- a. The present and proposed boundaries of the municipality;
- b. The present streets, major trunk water mains and sewer mains;
- c. The zoning of the property requesting annexation and the property immediately adjacent to it.

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

### RESIDENT FREEHOLDER ELECTORS

Date	Print Name	Name Signature	Address
3-4-13	Doug (Finn) Origer		536 S 18th St W
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(continued on separate page)

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



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**RESIDENT FREEHOLDER ELECTORS**

Date	Print Name	Name Signature	Address
4-2-13	Natalie Carson Member	Natalie Carson TNC Development, LLC	4620 Cliff View Cir. Billings, MT 59106

(continued on separate page)

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

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

Legal Description	Tax Code	Address of General Location	Use of Property	Legal Property Owners	Address	Phone
L1, B3, Titan Sub	C13294	5605 Interstate Ave	Commercial	Origer Enterprises Inc		
- L5, B2, Titan Sub	C13288	5530 Interstate Ave	Commercial	TNC Development, LLC	4620 Cliff View Cr	670-0505

**ALL ITEMS BELOW SHALL BE COMPLETED BY STAFF**

Date Submitted: 4/9/13

Received By: Tummy

Petition Number: 13-05

Fee Paid: paid at Origer Submission (see sub petition form)



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

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

Legal Description	Tax Code	Address of General Location	Use of Property	Legal Property Owners	Address	Phone
Titan Sub Block 3 Lot 1	C13294	5605 Interstate Ave	Commercial	Doug Origer	536 S 18th St W	656-9660

**ALL ITEMS BELOW SHALL BE COMPLETED BY STAFF**

Date Submitted: 3/12/13

Received By: [Signature]

Petition Number: 13-05

Fee Paid: \$ 952.

Proj # 13-065

Sign Dep. \$45.



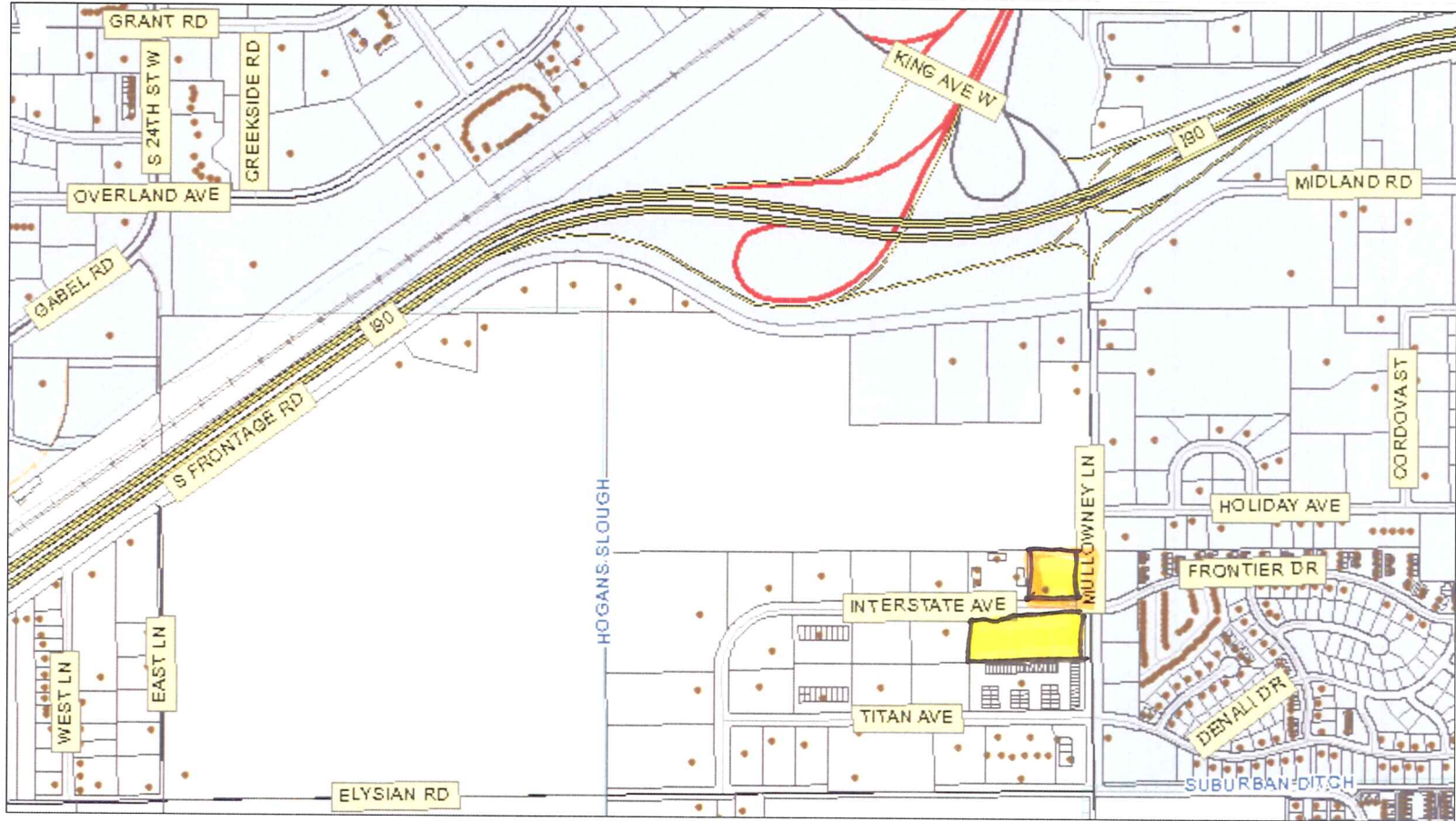
Google earth

feet  
km



Address :  (Address, City) Locate

## Yellowstone County Interactive Mapping Site



Lon:-108.568 Lat:45.752

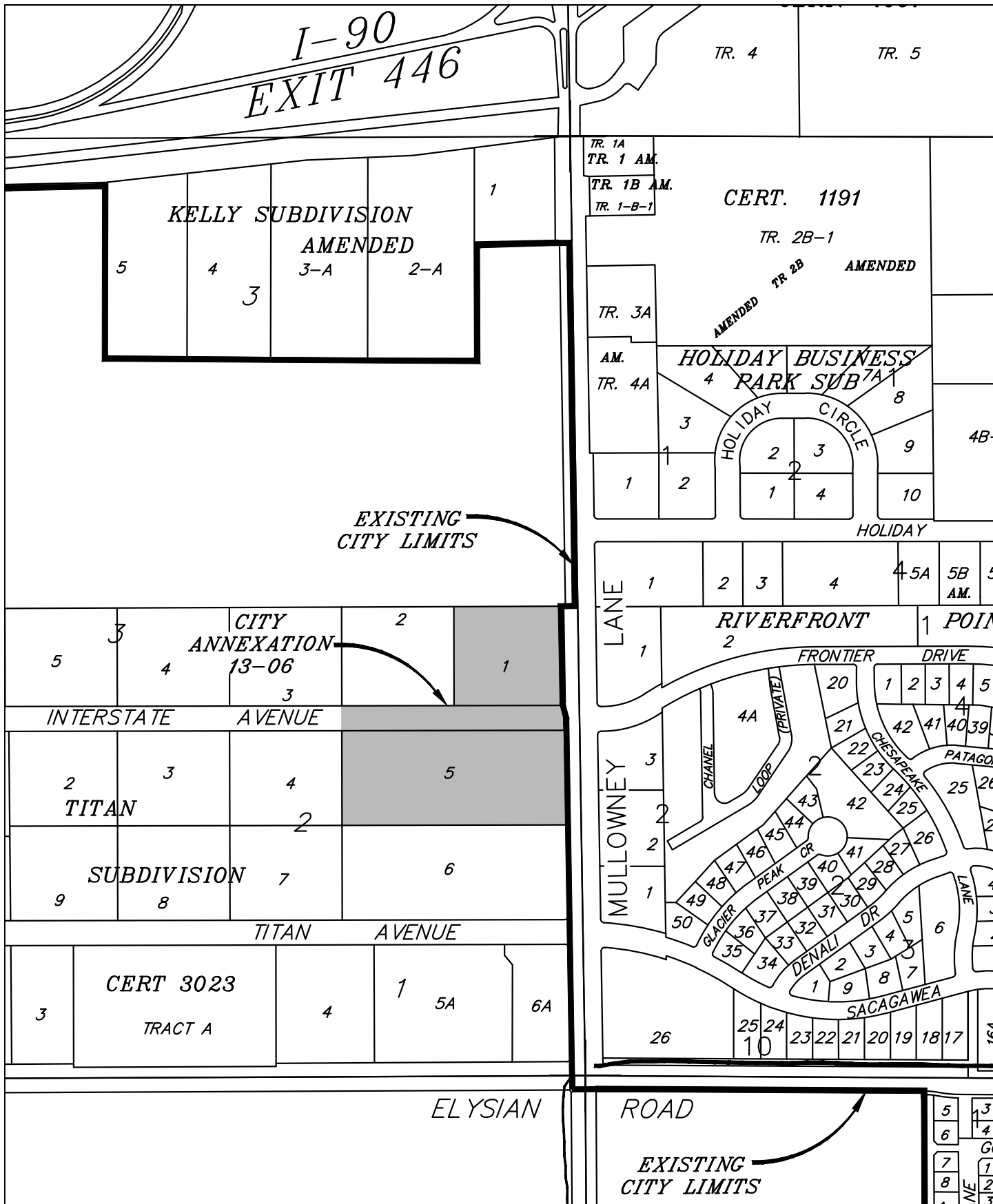
### Legend

#### City

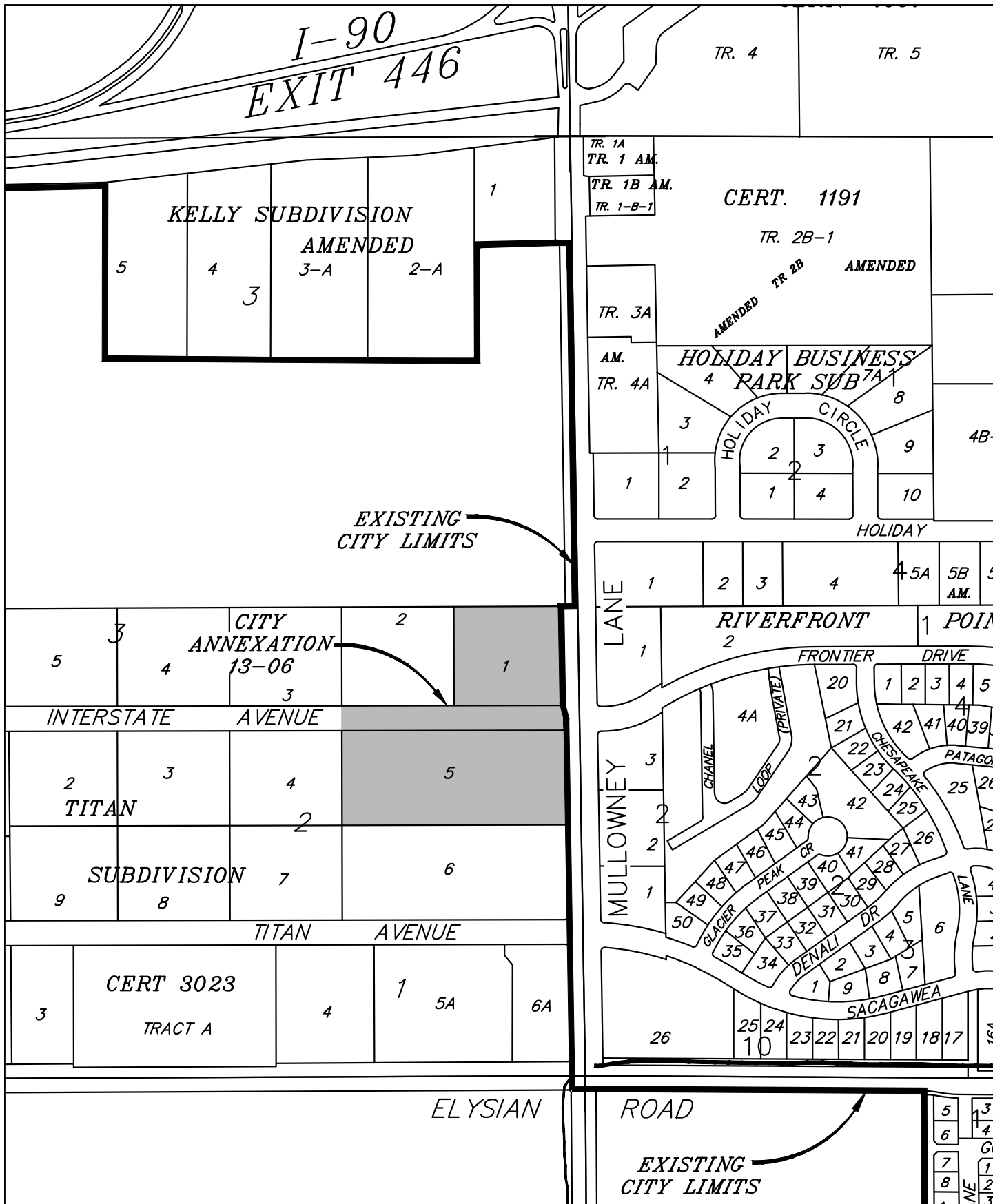
-  BILLINGS
-  BROADVIEW
-  LAUREL

### Results

# EXHIBIT "A"



# EXHIBIT "A"



**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Donation of Angel Sculpture from Compassionate Friends

**PRESENTED BY:** Mike Whitaker

**Department:** Parks/Rec/Public Lands

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**Information**

**PROBLEM/ISSUE STATEMENT**

The Compassionate Friends, Billings Chapter is an organization dedicated to providing support to parents and families who have had a child or children pass away. The group would like to donate a memorial bronze sculpture of an angel holding a small child, see Attachment A. The sculpture is approximately 4.5 feet tall and will be placed on a 2 foot masonry base. The sculpture will be placed in the elevated flower garden in the center of the sculpture garden at Rose Park. The cost for the sculpture and installation is \$15,500.00 and will be funded by Compassionate Friends. They have signed an agreement with the City donating the sculpture. See Attachment B. The sculpture and its location were presented to the Parks, Recreation and Cemetery (PRC) Board at their May 9, 2013 meeting for their consideration and recommendation to Council. The PRC Board recommends accepting the sculpture and placing it in the sculpture garden at Rose Park.

**ALTERNATIVES ANALYZED**

Council May:

1. Accept the donation of the Angel Sculpture to be placed in the sculpture garden at Rose Park, or
2. Not accept the sculpture and provide direction to staff.

**FINANCIAL IMPACT**

There will be no financial impact to the City for the sculpture or its installation.

**RECOMMENDATION**

PRPL Staff and the PRC Board recommend accepting the statue donation from the Compassionate Friends organization and approving its placement in the sculpture garden at Rose Park as described.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Sculpture Image

Agreement Final 5-13-2013

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## Agreement

This Agreement entered into this 13<sup>th</sup> day of May, 2013 between the City of Billings, a Montana municipal corporation, hereinafter referred to as "City" and Compassionate Friends, Billings Chapter, hereinafter referred to as "Donor", is for the purpose of placing public art on property owned by the City. The parties agree to the following terms and conditions:

1. The Donor agrees that He/She will without any cost to the City, design, construct, install and donate to the City, public art in the form of an angel holding a child approximately 4.5' tall on a masonry base approximately 2' tall to be located in Rose park Sculpture Garden in the raised circular stone faced flower garden in Billings, Montana. The final location of the sculpture will be approved by the City of Billings Parks, Recreation and Public Lands (PRPL). The City agrees to accept the public art so long as it strictly complies with the design set out in attached Exhibit A and the conditions of this Agreement. The City reserves the right to reject any and all proposals.
2. The Donor agrees that they will pay all costs to have the public art erected in a manner that is structurally safe and will not cause harm to the safety and welfare of the general public. The method of installing and erecting the public art must comply with applicable laws and the installation design and method detailed in Exhibit B. The Donor agrees the public art will be installed by Drew Brown, Sculptor. Donor will give PRPL at least 15 days advanced notice of the desired installation date. The parties will mutually agree to a time and date for placement. Both Donor and PRPL Director or his designee must be present for the installation.
3. The Donor agrees that they will prior to installation have the sculpture and base structurally reviewed and stamped by a licensed engineer and approved by the City.
4. The Donor is solely responsible for the artistic content of the public art. The art does not necessarily represent the artistic views or ideas of the City, its employees or agents.
5. The City agrees to display the public art (as described in 1 above) in the sculpture garden at Rose Park for as long as the sculpture garden shall exist at Rose Park. The City reserves the right to move, remove, relocate or modify the public art, as it deems necessary only if the sculpture garden ceases to exist, is moved or no longer functions as a sculpture garden.
6. It is the intent of the Donor that the absolute ownership of the described public art shall vest in the City upon installation. It is understood that the City has no financial

obligation for the design, creation or installation of the public art. Maintenance of the public art will be in accordance with accepted procedures and at the discretion of the City.

7. This Agreement shall be binding on the heirs, personal representatives, and assigns of the parties to the Agreement.

IN WITNESS THEREOF, the parties hereto have executed this agreement this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF BILLINGS, a Montana a Municipal Corporation

By: \_\_\_\_\_

Thomas W. Hanel, Mayor

Approved as to Form:

By: \_\_\_\_\_

Brent Brooks, City Attorney

Attest:

By: \_\_\_\_\_

Cari Martin, City Clerk

Donor:

By: \_\_\_\_\_

Compassionate Friends, Billings Chapter

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013  
**TITLE:** South Park Gazebo Plaque Donation  
**PRESENTED BY:** Mike Whitaker  
**Department:** Parks/Rec/Public Lands

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**Information**

**PROBLEM/ISSUE STATEMENT**

The City of Billings has received an additional donation from the South Side Neighborhood Task Force to fund upgrades to the South Park Gazebo. This donation is in the amount of \$389.00 for the purchase of a plaque to commemorate the re-construction of the South Park Gazebo in the centennial year of the dedication of South Park. See plaque Attachment A. The plaque will be mounted on a decorative rock monument in the garden area adjacent to the gazebo. While it is not required to present this donation to Council because the amount falls below the \$500 threshold required by Council policy, staff would like to acknowledge the ongoing donations from the South Side Neighborhood Task Force and to make the public and Council aware of the grand opening ceremony and celebration scheduled for Saturday, May 18, 2013, at Noon, at South Park.

**ALTERNATIVES ANALYZED**

- Council may:
- Accept the donation, or
  - Not accept the donation.

**FINANCIAL IMPACT**

The donation will pay for the cost of the bronze plaque. Costs for the decorative rock monument will be paid from the project contingency funds.

**RECOMMENDATION**

Staff recommends accepting the \$389.00 donation to fund the bronze plaque.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Gazebo Plaque

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# South Park Centennial Gazebo

May 1913 to May 2013

*“The nation behaves well if it treats its natural resources as assets which it must turn over to the next generation increased, and not impaired, in value.”*

- THEODORE ROOSEVELT

A Gift from the Citizens of Billings  
Celebrating 100 Years  
of Community Parks in Billings

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013  
**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) received a donation from Ron Schultz on behalf of his family in the amount of \$1,500.00 to purchase and install a bench to honor his brother and his wife, Robert and Gloria Schultz. The bench will be located on City owned land managed by Public Works - Belknap, commonly known as Mystic Park, and next to the Heritage Trail. Public Works - Belknap personnel are working with PRPL on the final location and installation.

**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 at Mystic Park and acknowledge this gift to the community from the Schultz family.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Resolution Establishing Compliance with Reimbursement under Internal Revenue Code

**PRESENTED BY:** Patrick M Weber

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

The City anticipates constructing storm drain improvements at the Shiloh Conservation Area, including earth work and site grading, installation of water controls structures, landscaping and wetland planting. The City will issue bonds this summer to finance the improvements. The City may need to expend money relating to the project before the funds are available from the bond sale proceeds. This resolution allows the City to reimburse itself for those expenses from the bond sale proceeds.

Reimbursement resolutions are required by the Internal Revenue Code for any bonded project where there may be a need to reimburse funds for costs incurred before the bond sale.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the resolution and proceed with the project with the ability to reimburse expenses when the bonds are sold; or
- Not approve the resolution

**FINANCIAL IMPACT**

This will not result in additional costs to the project.

**RECOMMENDATION**

Staff recommends City Council approve the attached resolution.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

Resolution

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CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution No. \_\_\_\_\_ entitled: "RESOLUTION RELATING TO THE FINANCING OF PROPOSED STORM DRAIN IMPROVEMENTS AT THE SHILOH CONSERVATION AREA; ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on May 13, 2013, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: \_\_\_\_\_  
\_\_\_\_\_; voted against the same: \_\_\_\_\_  
\_\_\_\_\_; abstained from voting thereon: \_\_\_\_\_  
\_\_\_\_\_; or were absent: \_\_\_\_\_.

WITNESS my hand and seal officially this 13th day of May, 2013.

(SEAL)

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

RESOLUTION NO. \_\_\_\_\_

RESOLUTION RELATING TO THE FINANCING OF  
PROPOSED STORM DRAIN IMPROVEMENTS AT THE  
SHILOH CONSERVATION AREA; ESTABLISHING  
COMPLIANCE WITH REIMBURSEMENT BOND  
REGULATIONS UNDER THE INTERNAL REVENUE CODE

BE IT RESOLVED by the City Council of the City of Billings, Montana (the “City”), as follows:

Section 1. Recitals.

1.01 The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the “Regulations”) require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that bonds be issued and the reimbursement allocation be made from the proceeds of such bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

1.02 The City desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

Section 2. Official Intent Declaration.

2.01 The City proposes to undertake certain storm drain improvements at the Shiloh Conservation Area, including earth work and site grading, installation of water control structures, hardscaping and landscaping, and wetland planting (the “Projects”).

2.02 Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds (as hereinafter defined), (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a “de minimus” amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Projects have heretofore been paid by the City and no expenditures will be paid by the City until after the date of this Resolution.

2.03 The City reasonably expects to reimburse some or all of the expenditures made for costs of the Projects out of proceeds of bonds in an estimated maximum aggregate principal amount of \$4,000,000 (the “Bonds”) after the date of payment of all or a portion of the costs of the Projects. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the

Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

Section 3. Budgetary Matters. As of the date hereof, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Projects, other than pursuant to the issuance of the Bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

Section 4. Reimbursement Allocations. The City Finance Director shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Projects. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds or the Projects and shall specifically identify the actual original expenditure being reimbursed.

PASSED AND APPROVED by the City Council of the City of Billings, Montana, this 13th day of May, 2013.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

(SEAL)

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Second Reading of Ordinance Amending Ward V Boundary: Annexation 13-01

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

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**Information**

**PROBLEM/ISSUE STATEMENT**

City election ward boundaries must be adjusted to conform to city limit amendments resulting from annexation of property into the City. The City Council approved the annexation of property at the northwest corner of Hesper Road and Gabel Road (Annexation #13-01) on March 25, 2013. This requires a change in the boundaries of Ward V. Two readings are required for this action. The first reading of the ordinance was conducted and approved on April 22, 2013, along with a public hearing. The second reading is scheduled for this meeting.

**ALTERNATIVES ANALYZED**

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

- Approving the ordinance will modify the boundaries of Ward V to include the property at the northwest corner of Hesper Road and Gabel Road.
- Denying the ordinance will not modify the boundaries of Ward V and create a problem where property inside the City Limits is not within one of the City Ward Boundaries.

**FINANCIAL IMPACT**

There is no budget/financial impact from this action.

**RECOMMENDATION**

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

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

Ward Ordinance

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**ORDINANCE NO. 13-\_\_\_\_\_**

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

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

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

A tract of land situated in the SW1/4 of Section 14, T.1S., R.25E., P.M.M., Yellowstone County, Montana, more particularly described as Tract 1 of Certificate of Survey No. 2587, Recorded October 18, 1990, under Document No. 1576316, Records of Yellowstone County; Tract 1 of Certificate of Survey No. 3329, Recorded August 14, 2007, under Document No. 3434176, Records of Yellowstone County; Containing 97.326 gross and net acres more or less. (# 13-01) See Exhibit "A" Attached

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

PASSED by the City Council on the first reading this 22<sup>nd</sup> day of April 2013.

PASSED by the City Council on the second reading this 13<sup>th</sup> day of May, 2013.

THE CITY OF BILLINGS:

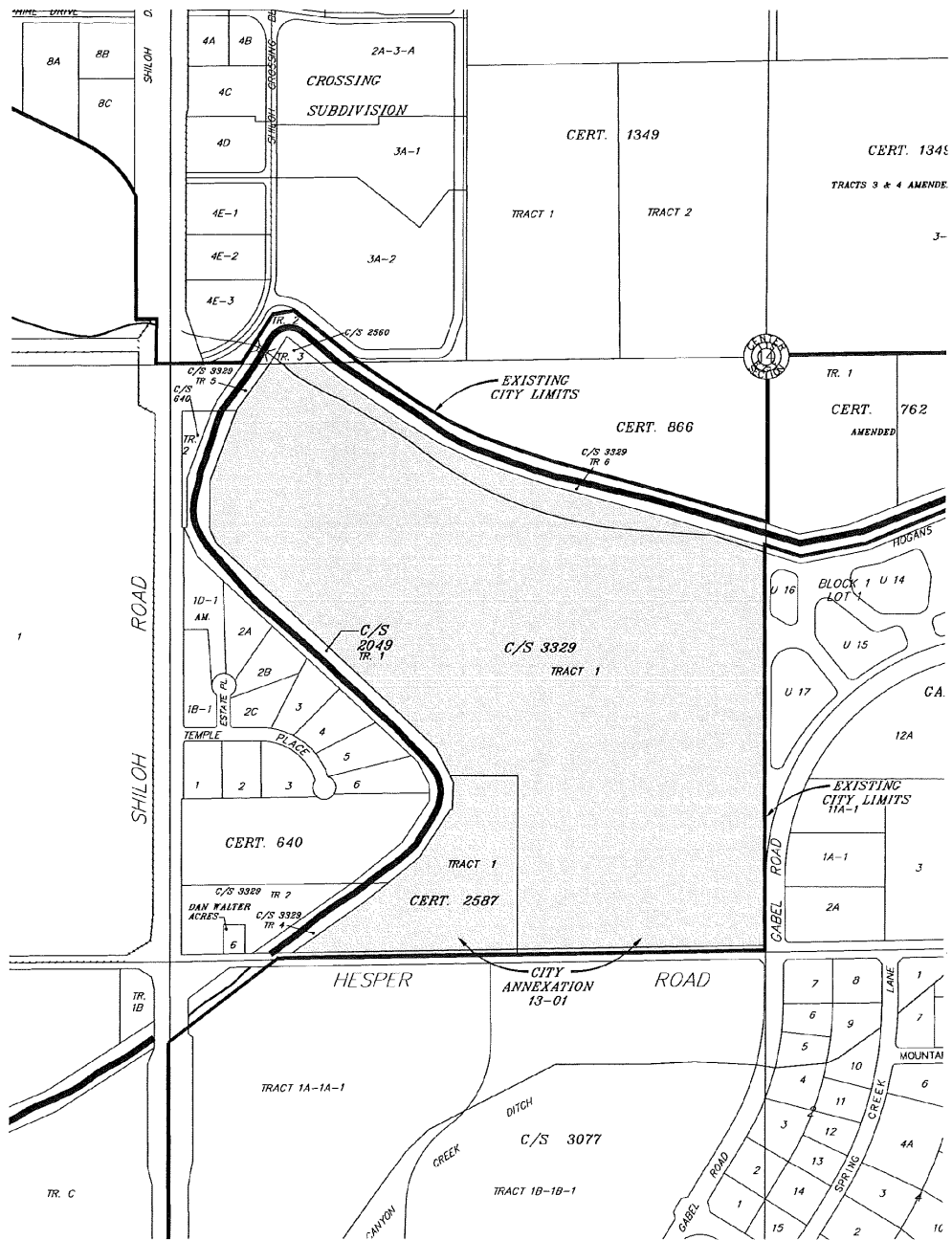
\_\_\_\_\_  
Thomas W. Hanel, MAYOR

ATTEST:

BY: \_\_\_\_\_  
Cari Martin, CITY CLERK

(AN 13-01)

# EXHIBIT "A"



**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Second Reading Ordinance Amending Ward III Boundary - Annexation #13-02

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

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**Information**

**PROBLEM/ISSUE STATEMENT**

City election ward boundaries must be adjusted to conform to city limit amendments resulting from annexation of property into the City. The City Council approved the annexation of property addressed as 1228 and 1236 Mallowney Lane (Annexation #13-02) on March 25, 2013. This requires a change in the boundaries of Ward III. Two readings are required for this action. The first reading of the ordinance was conducted and approved on April 22, 2013, along with a public hearing. The second reading is scheduled for this meeting.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the ordinance to amend the boundaries of Ward III. Approving the ordinance will modify the boundaries of Ward III to include the property at 1228 and 1236 Mallowney Lane.
- Not approve the ordinance to amend the boundaries of Ward III. Not approving the ordinance will not modify the boundaries of Ward III and create a problem where property inside the City Limits is not within one of the City Ward Boundaries.

**FINANCIAL IMPACT**

There is no budget/financial impact from this action.

**RECOMMENDATION**

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

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Ward Ordinance

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**ORDINANCE NO. 13-\_\_\_\_\_**

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

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

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

A tract of land situated in the SE1/4 of Section 18, T.1S., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as:

A tract of unplatted land being the N1/2 SE1/4 of Section 18, T.1S., R.26E., P.M.M.; Excluding Kelly Subdivision, Recorded April 25, 1995, under Document No. 1781333 & inclusive of all Amendments to date; Excluding that portion of Interstate 90 East bound Exit Ramp of Exit 446; Containing 64.32 gross and net acres more or less.  
(# 13-02) See Exhibit "A" Attached

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

PASSED by the City Council on the first reading this 22<sup>nd</sup> day of April 2013.

PASSED by the City Council on the second reading this 13<sup>th</sup> day of May, 2013.

THE CITY OF BILLINGS:

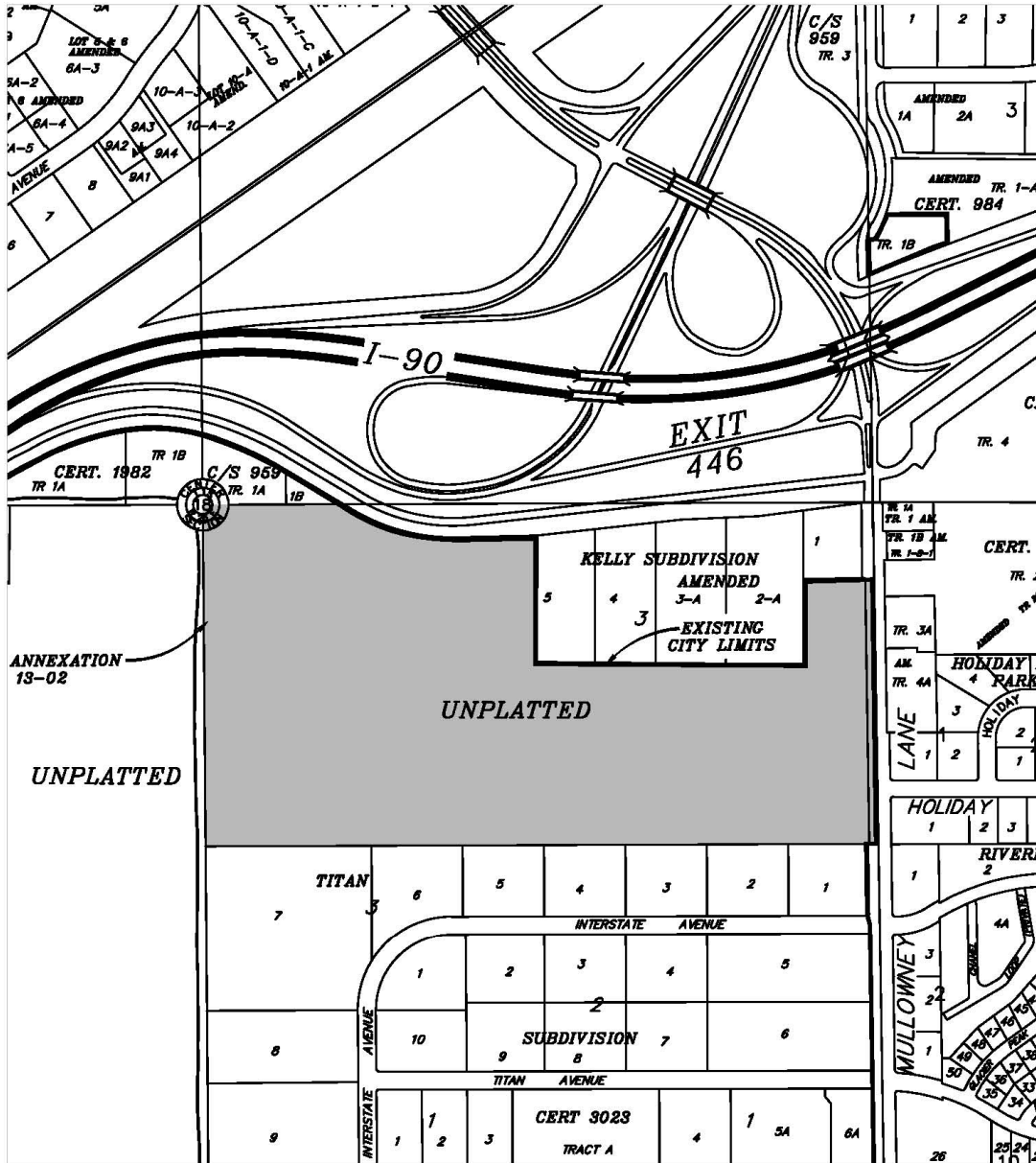
\_\_\_\_\_  
Thomas W. Hanel, MAYOR

ATTEST:

BY: \_\_\_\_\_  
Cari Martin, CITY CLERK

(AN 13-02)

# EXHIBIT "A"



**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Final Plan of Certificate of Survey 2631, Tracts 1-B & 3, Subdivision for Rent or Lease

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

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**Information**

**PROBLEM/ISSUE STATEMENT**

The final plan for the 'Subdivision for Rent or Lease' on Certificate of Survey 2631, Tracts 1-B & 3 is being presented to Council for approval. On December 20, 2012, City staff held a pre-application meeting with the applicant to discuss the creation of a subdivision for rent or lease at 3029 Grand Avenue. The property is the current site of A+ Storage, a self-storage complex, and the owners would like to add 113 more storage units in eight new structures. Under Section 23-601.B., subdivisions for rent or lease must be submitted to the governing body for review and approval before portions may be rented. Because the proposal will not create any units that are served by water or wastewater services, the subdivision for rent or lease qualifies for the expedited plat review process, which allows the proposal to proceed straight to final plan review. The subject property is located on the northwest corner of Grand Avenue and 32nd Street West and is zoned Community Commercial (CC). There are numerous existing storage units on the property, as well as outdoor recreational vehicle storage. The new buildings will be constructed where the existing outdoor storage spaces reside. The property owner is Calmont, LLC, Ken Kunkel, member, and the agent is Sanderson Stewart. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

**ALTERNATIVES ANALYZED**

The City Council may approve or deny the final plan of the Subdivision for Rent or Lease of Certificate of Survey 2631, Tracts 1-B & 3. If the City Council chooses to deny the final plan, it must base the denial on the criteria outlined in MCA 76-3-611 and BMCC, Section 23-305(F).

**FINANCIAL IMPACT**

Should the City Council approve the final plan, the newly created storage units will add taxable value to the property.

**RECOMMENDATION**

Staff recommends that the City Council approve the final plan of the Subdivision for Rent or Lease of Certificate of Survey 2631, Tracts 1-B & 3.

**APPROVED BY CITY ADMINISTRATOR**

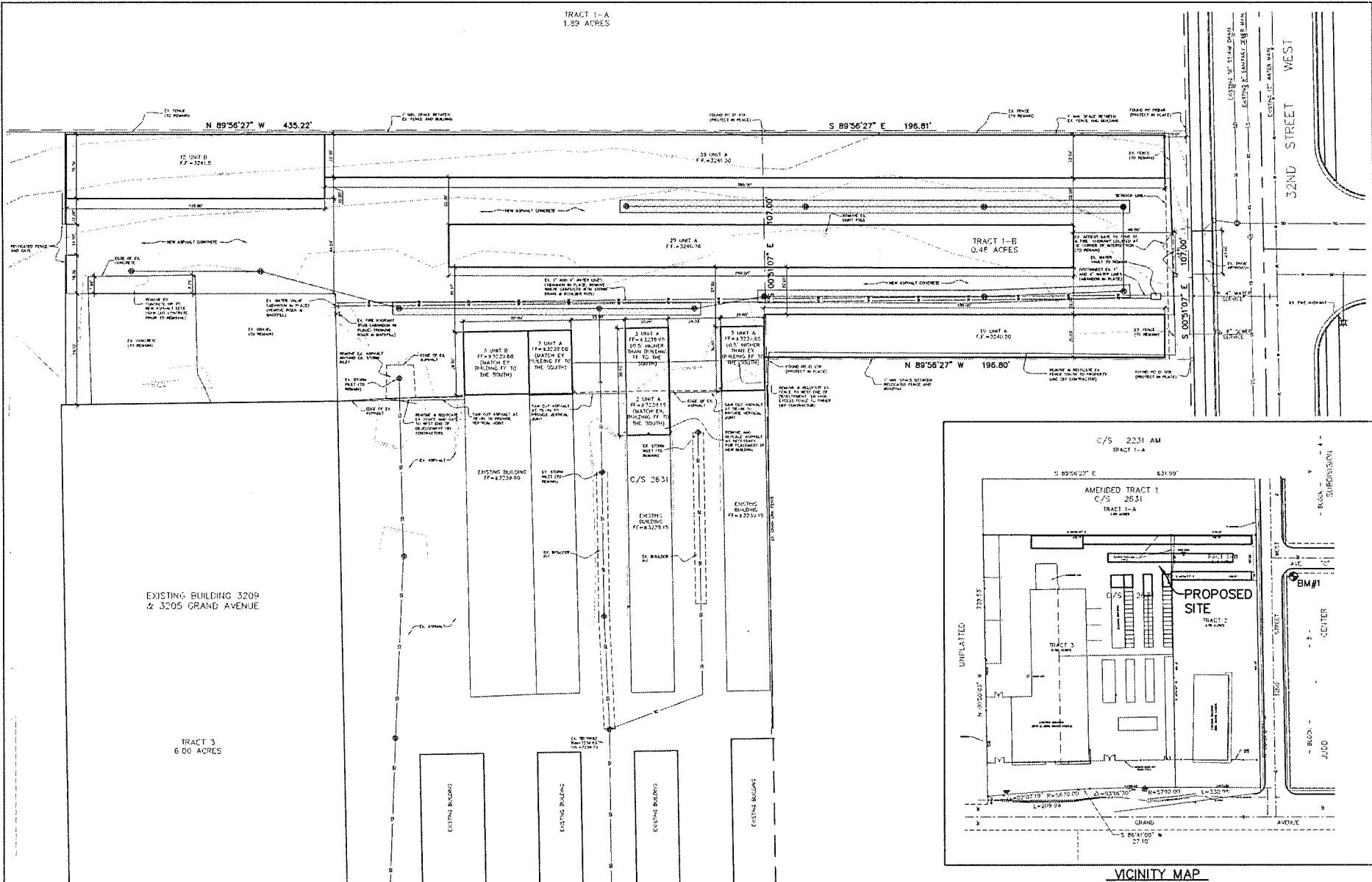
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**Attachments**

Final site plan

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TRACT 1-A  
1.39 ACRES



EXISTING BUILDING 3209  
& 3205 GRAND AVENUE

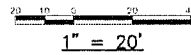
TRACT 3  
6.00 ACRES

PROJECT SURVEY CONTROL



NORTH BOLT FIRE HYDRANT LOCATED AT THE SE CORNER OF THE INTERSECTION OF AVENUE 'C' AND 32ND STREET WEST.

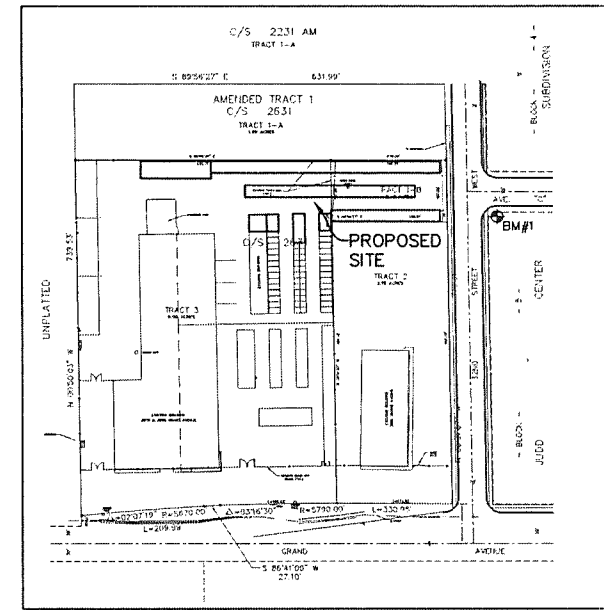
N=7915 47  
E=58106 72  
ELEV.=3242.14



NOTE:

- EXISTING UNDERGROUND INSTALLATIONS & PRIVATE UTILITIES SHOWN ARE INDICATED ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF SUCH INFORMATION. SERVICE LINES (WATER, POWER, GAS, SEWER, TELEPHONE & TELEVISION) MAY NOT BE STRAIGHT LINES OR AS INDICATED ON THE PLANS. STATE LAW REQUIRES CONTRACTOR TO CALL ALL UTILITY COMPANIES BEFORE EXCAVATION FOR EXACT LOCATIONS.
- ALL IMPROVEMENTS SHALL BE PERFORMED IN ACCORDANCE WITH MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS 4TH EDITION, APRIL 2002, AND THE CITY OF BILLINGS STANDARD SPECIFICATIONS MANUAL, DATED FEBRUARY, 2001.
- LATEST OTHERWISE SPECIFIED, ALL CONSTRUCTION LAYOUT AND STAKING SHALL BE PERFORMED UNDER THE RESPONSIBLE CHARGE OF A LAND SURVEYOR LICENSED BY THE STATE OF MONTANA AND BY A PARTY CHIEF OR ENGINEERING TECHNICIAN EXPERIENCED IN CONSTRUCTION LAYOUT AND STAKING TECHNIQUES AS ARE REQUIRED BY THE SPECIFIC TYPE OF WORK BEING PERFORMED.

VICINITY MAP  
NOT TO SCALE



**SANDERSON STEWART**  
www.sandersonstewart.com



**A+ RV & MINI STORAGE ADDITION**  
3029 GRAND AVE.  
BILLINGS, MONTANA  
OVERALL SITE PLAN

DATE: 3/25/13  
REVISIONS:

APPROVED BY: DOR  
QUALITY ASSURANCE  
18 3/25/13

SCALE: AS SHOWN  
FILE: 20130314.DWG  
PROJECT NO.: 201314.03  
SHEET 1 OF 2

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Falcon Ridge Subdivision, 2nd Filing -- Preliminary Major Plat

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

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**Information**

**PROBLEM/ISSUE STATEMENT**

On March 1, 2013, owner, Falcon Ridge, II, Inc., applied for preliminary major plat approval for Falcon Ridge Estates Subdivision, 2nd Filing. The proposed subdivision creates 65 new lots for residential development. The subject property is generally located on the north side of Rimrock Road, west of Molt Road and the existing Falcon Ridge Estates Subdivision. The property is zoned Residential-9600 (R-96), Residential-7000 (R-70), and Residential Multi-Family (RMF). The Yellowstone County Board of Planning conducted a public hearing for the proposal on April 23, 2013. City Council is being asked to take action on this preliminary plat application at this meeting.

**ALTERNATIVES ANALYZED**

In accordance with state law, the City Council has 60 working days to act upon this major preliminary plat; the 60 working day review period for the proposed plat ends on May 20, 2013. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 60-day review period, the City Council is required to: 1. Approve; 2. Conditionally Approve; or 3. Deny the Preliminary Plat

**FINANCIAL IMPACT**

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

**BACKGROUND**

- General location: North of Rimrock Road
- Legal Description: Lot 2, Block 1, Copper-Falcon Subdivision; SE1/4 of S25, Township 1N, and Range 24E
- Owner/Subdivider: Falcon Ridge II, Inc. (Dennis Buscher)
- Engineer and Surveyor: Sanderson Stewart Engineering
- Zoning: R-96, R-70, and RMF
- Existing land use: Vacant
- Proposed land use: Single-family and possible multi-family/townhome residential
- Gross and Net area: 31.88 acres; 20.31 acres
- Proposed number of lots: 65
- Lot size: Max: 72,714 square feet Min.: 9,601 square feet
- Parkland requirements: Parkland requirements of 2.12 acres are being met through a land dedication of 5.00 acres.
- Variance requested: No variances have been requested.

## **STAKEHOLDERS**

A public hearing was conducted by the Yellowstone County Board of Planning on April 23, 2013. Property owners adjacent to the subject property were notified of the hearing by certified mail and a legal notice was published in the Billings Times. The Board received no public comments at its hearing. However, prior to the meeting staff fielded questions from two different adjacent property owners, as to the possibility of multi-family residences being built. It was explained that the zoning on the southern portions of the property, which was established in 2006, would allow for multi-family development if the lot area and setback requirements were met. Further, at the public hearing, the developer indicated it was not the intent to allow rental housing to be constructed but possibly townhouses, depending on the market.

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

Consistency with the Growth Policy, the Transportation Plan 2009 Update, and Billings Area Bikeways and Trail Master Plan are discussed within the Findings of Fact.

## **RECOMMENDATION**

The Planning Board recommends conditional approval of the preliminary plat of Falcon Ridge Estates Subdivision, 2nd Filing and adoption of the Findings of Fact as presented in the staff report.

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

1. To minimize effects on local services, design specifications and construction timing of the stormwater management area within the parkland on the southern portion of the subdivision shall be reviewed and approved by City Engineering and City Parks, Recreation and Public Lands (PRPL) prior to final plat approval. The final Subdivision Improvements Agreement (SIA) shall include construction timing details within the phasing section (Section X.) as approved by City Engineering and PRPL.
2. To minimize effects on local services, a final analysis of the Traffic Impact Study for the subdivision shall be provided by the subdivider and approved by City Engineering prior to final plat approval. If traffic mitigation measures such as left turn lanes at 62nd St. West and Western Bluffs Way and/or Masters Blvd. are warranted, details of their construction timing shall be included in the final SIA, as approved by City Engineering.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

## **APPROVED BY CITY ADMINISTRATOR**

Preliminary Plat

Zoning Exhibit

Findings of Fact

Mayor's Letter

Site Photos

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# PRELIMINARY PLAT OF FALCON RIDGE ESTATES SUBDIVISION, SECOND FILING

BEING LOT 2, BLOCK 1 OF COPPER-FALCON SUBDIVISION  
SITUATED IN THE SE1/4 OF SECTION 25, T. 1 N., R. 24 E., P.M.M.  
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : FALCON RIDGE II, LLC

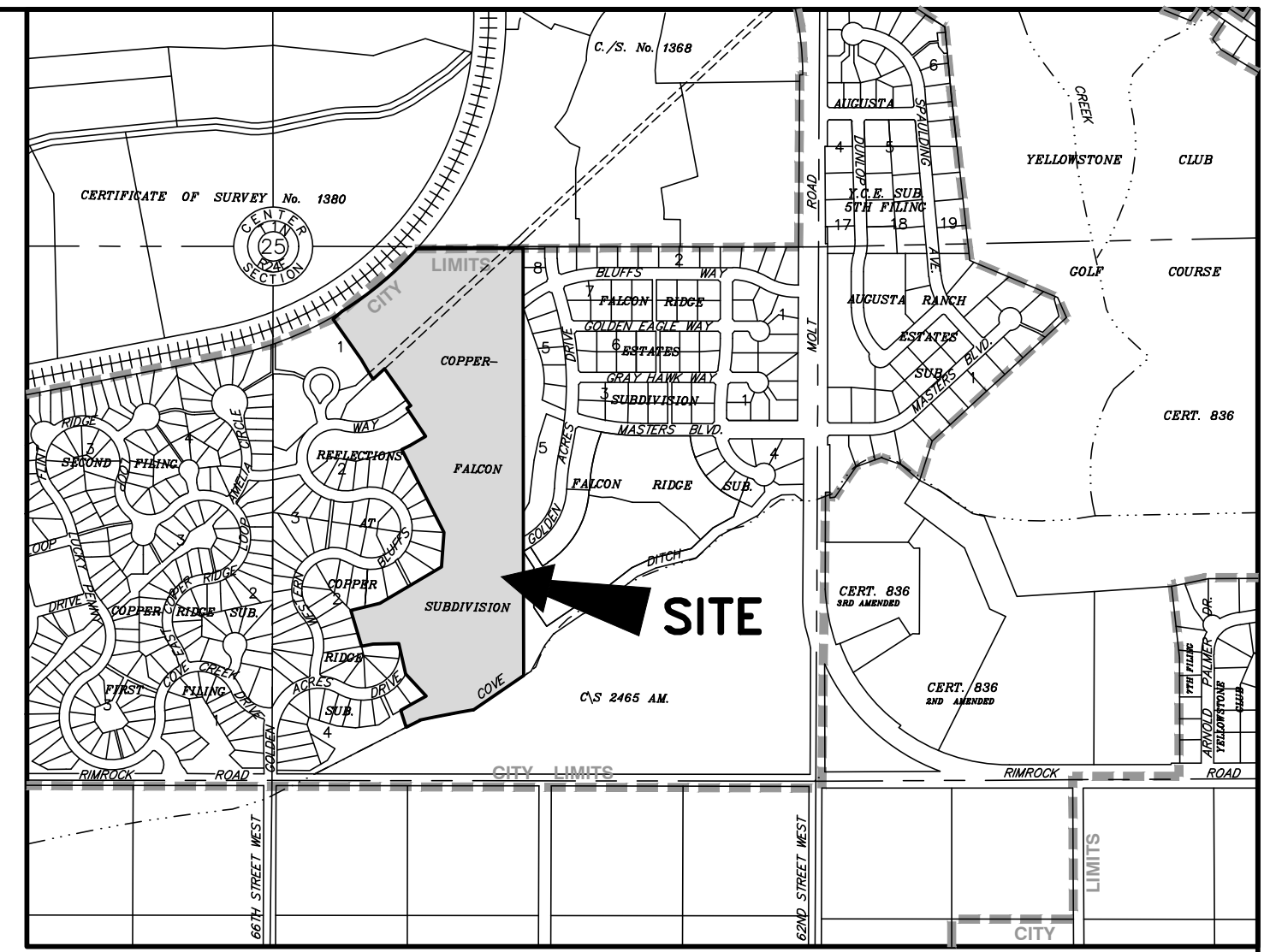
MARCH, 2013

PREPARED BY : SANDERSON STEWART

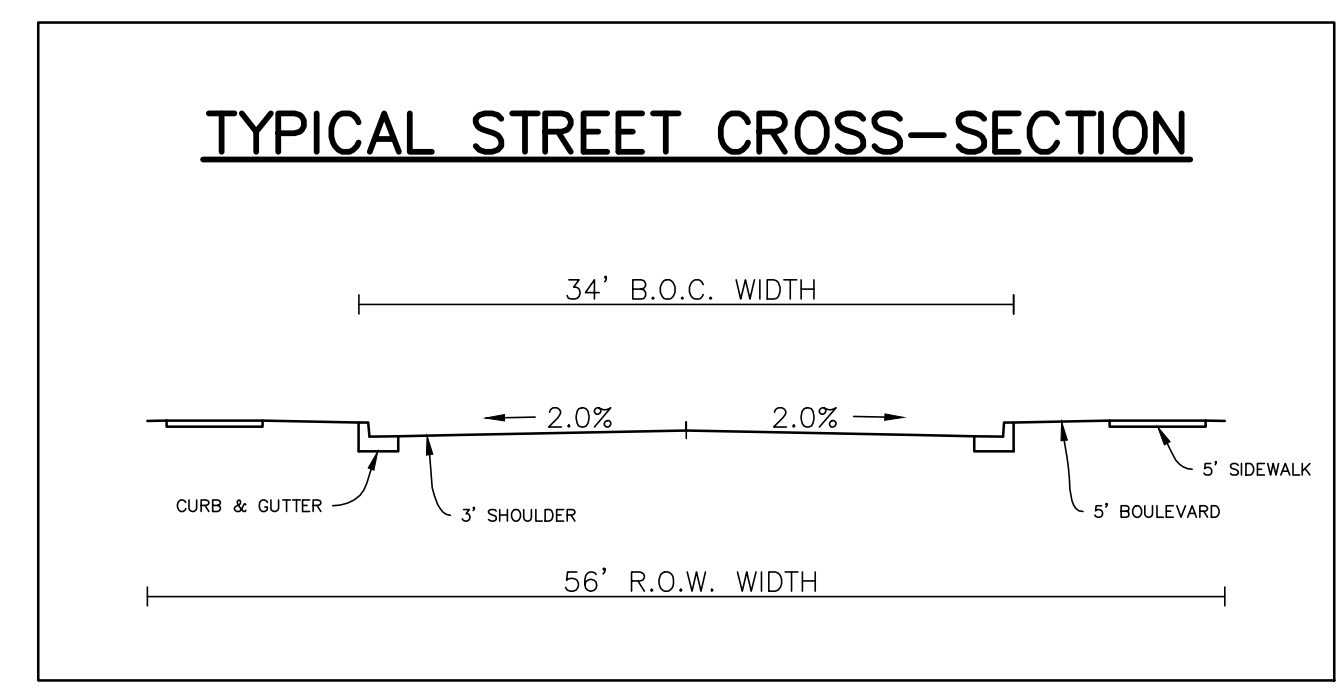
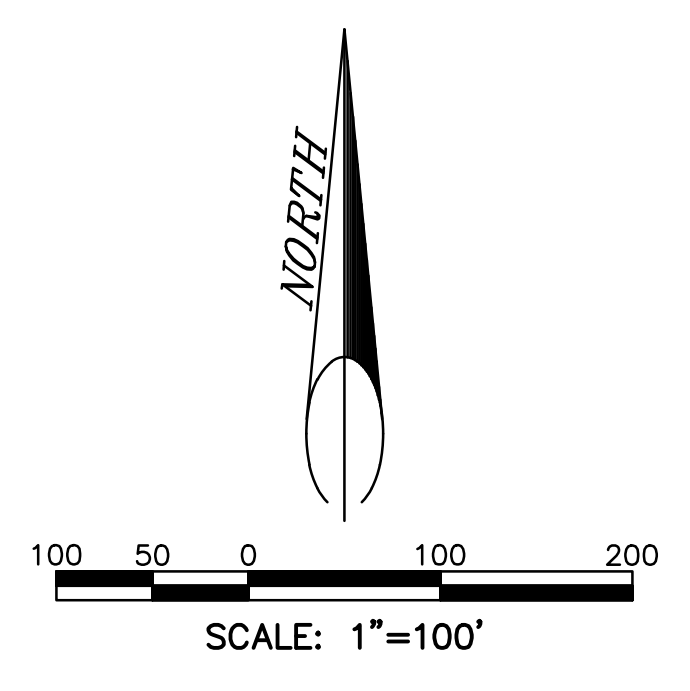
BILLINGS, MONTANA

Richard L. & Richard A. Egeland  
828 Burlington Avenue  
Billings, MT 59103

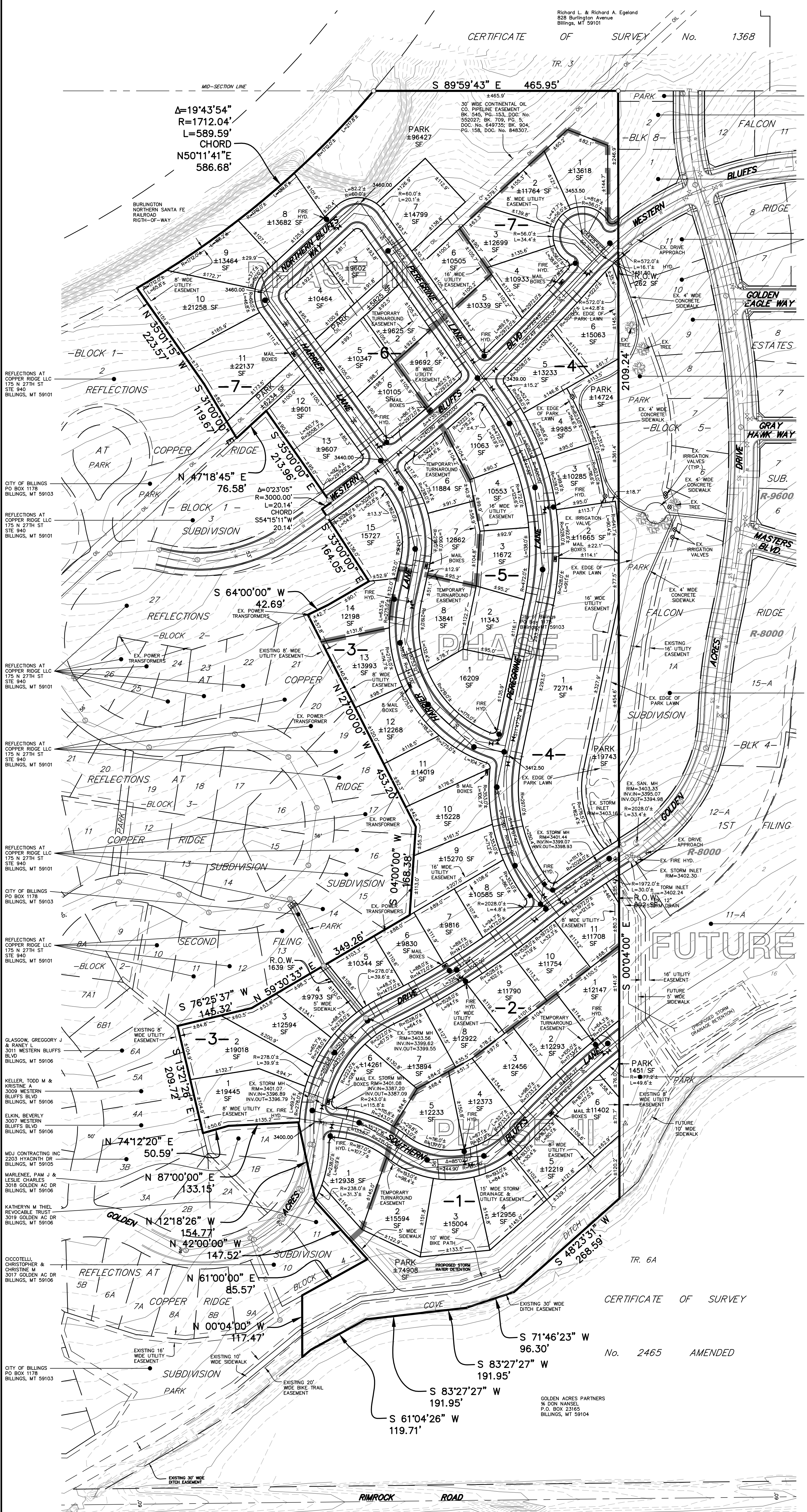
CERTIFICATE OF SURVEY No. 1368



VICINITY MAP  
NOT TO SCALE



TYPICAL STREET CROSS-SECTION



CITY OF BILLINGS  
PO BOX 1178  
BILLINGS, MT 59103

DON R CRAMER AND  
JOAN B CRAMER TRUST  
3312 GOLDEN ACRES DR  
BILLINGS, MT 59106

ELGAS, DAVID J  
2223 RIDGEVIEW DR  
BILLINGS, MT 59105

DONOVAN, KELLY J & DEBRA  
3312 GOLDEN ACRES DR  
BILLINGS, MT 59106

EXEMPTION TRUST UWO NANCY C TREFNY  
3226 GOLDEN ACRES DR  
BILLINGS, MT 59106

CITY OF BILLINGS  
PO BOX 1178  
BILLINGS, MT 59103

S D Helgeson INC  
PO Box 1332  
Billings, MT 59103

THE VILLAS AT FALCON RIDGE:  
CHRISTOPHER, ARNOLD R & CHARLA S  
3148 GOLDEN ACRES DR  
BILLINGS, MT 59106  
MCNALLY, MICHAEL D  
3142 GOLDEN ACRES DR  
BILLINGS, MT 59106  
HELGESON, RYAN S  
PO BOX 1332  
BILLINGS, MT 59103  
MCBRIDE, DOUGLAS J & LILLIAN M  
3134 GOLDEN ACRES DR  
BILLINGS, MT 59106  
LOENDORF, JOSEPH G & SHARLENE L  
3126 GOLDEN ACRES DR  
BILLINGS, MT 59108  
SMITH, DALE M & MARIE  
3120 GOLDEN ACRES DR  
BILLINGS, MT 59108

FALCON RIDGE LLC  
5671 SPALDING AVE  
BILLINGS, MT 59106

CITY OF BILLINGS  
PO BOX 1178  
BILLINGS, MT 59103

GLASCOCK, GREGORY J  
& RANEY L  
3011 WESTERN BLUFFS  
BLVD  
BILLINGS, MT 59106

KELER, TODD M &  
KRISTINE A  
3009 WESTERN  
BLUFFS BLVD  
BILLINGS, MT 59106

ELKIN, BEVERLY  
3007 WESTERN  
BLUFFS BLVD  
BILLINGS, MT 59106

MDI CONTRACTING INC  
2203 HYACINTH DR  
BILLINGS, MT 59105

MARLENEE, PAM J &  
LESLIE CHARLES L  
3018 GOLDEN AC DR  
BILLINGS, MT 59106

KATHERYN M THIEL  
REVOCABLE TRUST  
3019 GOLDEN AC DR  
BILLINGS, MT 59106

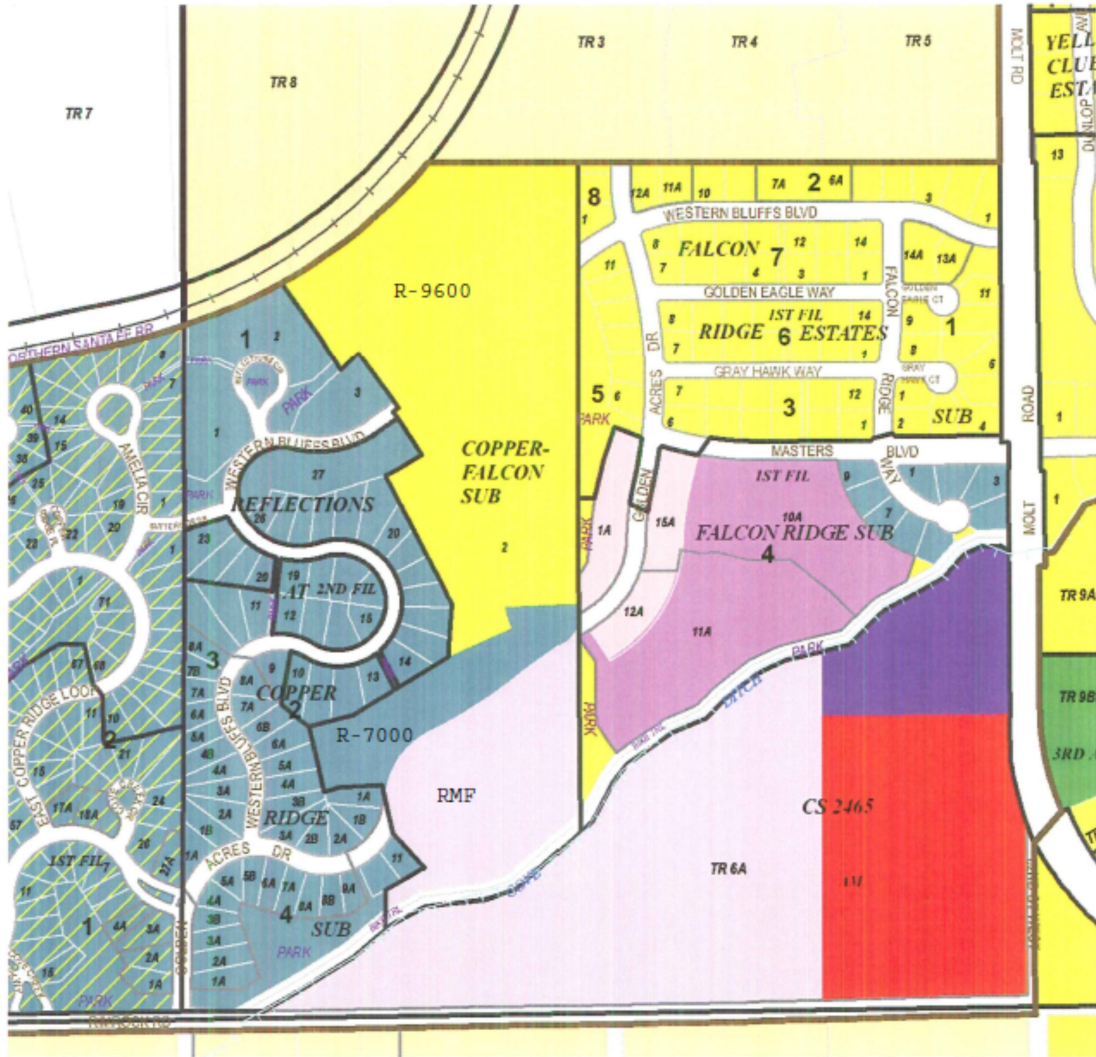
CICOTELLI  
CHRISTOPHER &  
CHRISTINE M  
3017 GOLDEN AC DR  
BILLINGS, MT 59106

CITY OF BILLINGS  
PO BOX 1178  
BILLINGS, MT 59103

GOLDEN ACRES PARTNERS  
% DON NANSLE  
P.O. BOX 23165  
BILLINGS, MT 59104

## PLAT DATA

GROSS AREA	=	31.88 AC
NET AREA	=	±20.31 AC
NUMBER OF LOTS	=	65
MINIMUM LOT SIZE	=	±9,601 SF
MAXIMUM LOT SIZE	=	±72,714 SF
LINEAL FEET OF STREETS	=	±5,067 LF
PARKLAND REQUIREMENT	=	±2.12 AC
PARKLAND DEDICATION	=	±5.00 AC
EXISTING ZONING	=	R7000, RMF, R9600
SURROUNDING ZONING:		
NORTH	=	R9600, R15000
SOUTH	=	R15000 COUNTY
EAST	=	R8000, RMF, R9600
WEST	=	R7000-R
EXISTING LAND USE	=	VACANT
PROPOSED LAND USE	=	RESIDENTIAL DEVELOPMENT



## **FINDINGS OF FACT –Falcon Ridge Estates Subdivision, 2<sup>nd</sup> Filing**

The Planning staff has prepared and the Planning Board recommends adoption of the following Findings of Fact for the preliminary plat of Falcon Ridge Estates Subdivision, 2<sup>nd</sup> Filing by the Billings City Council. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

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

#### **1. Effect on agriculture and agricultural water user facilities**

The subject property is vacant former cropland located in the City limits that has been slated for urban development since it was originally master planned in 2005 and 2006. The Cove Ditch is adjacent to the south side of the property. The ditch is within a 60-foot wide easement, 30 feet of which are on this property. However the subject property does not have water rights to use the water, and furthermore, will not discharge storm water into the ditch, beyond what has historically flowed in. As such, this development should not have a negative effect on the agricultural industry.

#### **2. Effect on local services**

- a. **Utilities** – Water service will be provided by the City of Billings. The developer will install new water mains in all of the new local streets, new individual services to all of the lots, and new fire hydrants in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department, Fire Department, and the Montana Department of Environmental Quality (MDEQ).

Sanitary sewer service will be provided by connecting to the existing City of Billings' sewer mains in the subdivision. The subdivider will install new sewer mains in the local streets and individual services for each lot in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ.

MDU will provide gas services and Yellowstone Valley Electric Cooperative will provide electric services to the subdivision. Easements have been shown on the face of the plat that are acceptable to these utility providers.

- b. **Storm water** – Storm water drainage for the public streets is proposed to be provided by curb and gutters that discharge into storm water pipes and eventually to a retention pond within the parkland along the southern property line. The storm water pond will be designed to be shallow (about 18 inches) and flat so that the area can be used for park uses when not holding water. The parkland will be developed with grass, irrigation and subsurface drainage where determined necessary to prevent permanent ponding and wetlands. These improvements will be designed to meet the Parks Department's

standards. These and all other drainage improvements shall also satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Department (**Condition #1**).

- c. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.
- d. **Streets** – The lots within the subdivision would be served by the extension of the existing streets Golden Acres Drive and Western Bluffs Boulevard, and also by new streets Southern Bluff Lane, Peregrine Lane, Harrier Lane and Northern Bluffs Way. These internal streets will be built within 56-foot rights-of-way to City standards by providing a 34-foot width, curb/gutters, and boulevard sidewalks. They will be completed in three phases. The first phase will complete the connection from Golden Acres Drive to Western Bluffs Boulevard, establishing two points of access to the subdivision.

A Traffic Impact Study (TIS) was completed with the original Master Plan in order to evaluate the subdivision’s impact on the street network in the surrounding area. Cash contributions were identified for future intersection improvements at 62<sup>nd</sup> Street West and Rimrock Road. Prior to final plat approval, the subdivider shall make the appropriate contribution for the Second Filing of Falcon Ridge Estates. Also, if any necessary traffic mitigation measures, including but not limited to left turn lanes at 62<sup>nd</sup> St. West and Western Bluffs Way and/or Masters Blvd. are warranted, details of their construction timing shall be included in the final SIA, as approved by City Engineering (**Condition #2**).

- e. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station is located at 54<sup>th</sup> St. West and Grand Ave. (Station #7); this station also has a police presence. The Billings Chief of Police noted in comments that “...These areas are on the extreme limits of patrol and services may be delayed because of distance. Additional resources should be considered in the near future.” The subdivision is located within the ambulance service area of American Medical Response (AMR).
- f. **Schools** – School District #2 provides educational services to elementary through high school students. Schools serving these students are Boulder Elementary, Lewis and Clark Middle School, and Senior High School. A response from the District’s Facilities Manager, Lew Anderson, indicated that there is capacity in all three schools, however Boulder and Lewis and Clark are very close to capacity. The School District is in the process of master planning for growth and will be addressing overcrowding as part of that process.
- g. **Parks and Recreation** – Residential subdivisions creating lots with housing densities less than one dwelling unit per ½-acre are required by State and local laws to dedicate 11% of the net land area (or provide an equivalent cash contribution) for parkland. When the Falcon Ridge Estates Subdivision Master Plan was originally reviewed by the City in 2005, parkland provisions were established as an integral part of the neighborhood. Overall, more than 11% of the land area in the entire Reflections at Copper Ridge

development is being provided for parkland, and the developers have improved the parkland with turf, irrigation, and recreation trails, including a 10-foot wide trail that is part of the Billings Area Bikeway and Trail Master Plan along the Cove Ditch. No changes to the parkland master plan are being proposed with Falcon Ridge Estates, 2<sup>nd</sup> Filing. Careful detail to the design of the storm water retention areas in the parkland will be required in order to maintain a useful dual purpose area. Overall, for this filing, 2.12 acres of parkland are required, whereas 5.00 acres are proposed to be dedicated.

- h. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision and has indicated that centralized mailbox units will be required as were installed for the previous filing of this subdivision. Mailbox sites are shown on the preliminary plat, and a note in the SIA acknowledges this requirement, and indicates the developer's intent to coordinate mailbox locations with the postal service.

### **3. Effect on the natural environment**

The subject property is dry grassland slightly sloping to the south toward Rimrock Road from the rimrocks near Phipps Park. The property is not located within any floodplain. During development, stormwater pollution prevention best management practices are required to be used and monitored to prevent erosion on exposed ground. Overall, the effect on the natural environment should be minimal.

### **4. Effect on wildlife and wildlife habitat**

There are no known endangered or threatened species on the property. There is a note in the SIA that warns future lot owners of the presence of deer in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

### **5. Effect on the public health, safety and welfare**

Based on the provision for emergency services, as discussed above, there are no anticipated effects on public health, safety and welfare resulting from this subdivision. Individual geotechnical surveys will be completed prior to home construction to ensure that foundations are built to accommodate for expanding soils and any other concerns.

## **B. Was an Environmental Assessment required? [(MCA 76-3-616 and BMCC 23-302(H)(1)]**

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

## **C. Does the subdivision conform to the Yellowstone County-City of Billings 2008 Growth Policy, the Urban Area Transportation Plan 2009 Update and the Billings Area Bikeways and Trail Master Plan? [BMCC 23-302(H)(4)]**

### **1. Yellowstone County-City of Billings 2008 Growth Policy**

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

- a. Goal: More housing and business choices within each neighborhood (p. 6).

- b. Goal: New developments that are sensitive to and compatible with the character of adjacent City neighborhoods and County townsites (p. 6).
- c. Goal: Safe, functional, and attractive streets for all users, including drivers, bicyclists and pedestrians (p. 13).
- d. Goal: Additional bicycle facilities throughout the City and County (p. 12).

## **2. Urban Area Transportation Plan 2009 Update**

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

## **3. 2011 Billings Area Bikeways and Trail Master Plan**

The proposed subdivision lies within the jurisdiction of the Billings Area Bikeway and Trail Master Plan. A trail is identified in the plan along Cove Ditch to the south. This trail will be constructed as this development builds out, so as to connect to the existing portion within the Falcon Ridge Estates, 1<sup>st</sup> Filing. The plan also identifies a future trail corridor along the BNSF railroad right-of-way. There are no immediate plans for this corridor.

### **D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608(3)(b) and BMCC 23-302(H)(3)(a)]**

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

### **E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302(H)(3)(e)]**

The subject property is located within the R-96, R-70, and RMF zones. The lot sizes conform to the requirements of these zones. Further setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

### **F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608(3)(c) and BMCC 23-302(H)(3)(b)]**

The subdivider has provided utility easements as requested by MDU and YVEC on the face of the plat.

### **G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608(3)(d) and BMCC 23-302(H)(3)(c)]**

Legal and physical access is provided to the proposed lots from Golden Acres Drive, Southern Bluffs Lane, Peregrine Lane, Harrier Lane, Western Bluffs Boulevard and Northern Bluffs Way.

## **CONCLUSIONS OF FINDINGS OF FACT**

- The preliminary plat of Falcon Ridge Estates Subdivision, 2<sup>nd</sup> Filing does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several of the goals and policies of the 2008 Growth Policy Update and does not conflict with the Transportation or Bikeway/Trail Plans.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

Approved by the Billings City Council, May 13, 2013.

---

Thomas W. Hanel, Mayor

Mayor's Approval Letter—Falcon Ridge Estates Subdivision, 2<sup>nd</sup> Filing

May 14, 2013

Dennis Buscher  
Falcon Ridge II, Inc.  
3671 Spalding Ave.  
Billings, MT 59106

Dear Mr. Buscher:

On May 13, 2013, the Billings City Council conditionally approved the preliminary plat of Falcon Ridge Estates Subdivision, 2<sup>nd</sup> Filing, subject to the following conditions of approval:

1. To minimize effects on local services, design specifications and construction timing of the stormwater management area within the parkland on the southern portion of the subdivision shall be reviewed and approved by City Engineering and City Parks, Recreation and Public Lands (PRPL) prior to final plat approval. The final Subdivision Improvements Agreement (SIA) shall include construction timing details within the phasing section (Section X.) as approved by City Engineering and PRPL.
2. To minimize effects on local services, a final analysis of the Traffic Impact Study for the subdivision shall be provided by the subdivider and approved by City Engineering prior to final plat approval. If traffic mitigation measures such as left turn lanes at 62<sup>nd</sup> St. West and Western Bluffs Way and/or Masters Blvd. are warranted, details of their construction timing shall be included in the final SIA, as approved by City Engineering.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

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

Sincerely,

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Thomas W. Hanel, Mayor

Pc: Lauren Waterton, Sanderson Stewart

Site Photos of Falcon Ridge Estates Subdivision, 2<sup>nd</sup> Filing – pre-development



From current end of Golden Acres Drive, looking north across the subject property.



From same location at end of Golden Acres Drive, looking south toward Cove Ditch and Rimrock Road.

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Payment of Claims April 8, 2013.

**PRESENTED BY:** Pat M. Weber, Financial Director

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$554,561.19 have been audited and are presented for Council approval for payment. A complete listing of the claims dated April 8, 2013 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**

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**Attachments**

List of claims greater than \$2500.

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AP Report >\$2,500 for 04/08/2013

Check Date	Check	Name	Amount	Account	Item Desc
04/08/2013	764633	A & E Architects, PC	6,500.00	5030-74910-409390	WO 12-42 WTP Laboratory Renovation
04/08/2013	764633	A & E Architects, PC	8,376.40	4980-55360-409390	New Library Building - Construction Management Services
04/08/2013	764636	Active Transportation Alternatives	5,667.00	2400-43010-403560	Alt Modes_March 2013
04/08/2013	764643	Appraisers International Inc	3,500.00	0100-14120-409120	Appraisal of 4863 Midland Road
04/08/2013	764644	Archie Cochrane	11.90	1500-21120-402320	598706
04/08/2013	764644	Archie Cochrane	2.50	5020-75000-402320	598706
04/08/2013	764644	Archie Cochrane	88.83	5020-75000-402320	5098841
04/08/2013	764644	Archie Cochrane	1,392.82	5410-31220-402320	unit #0024 repair door shell and mirror
04/08/2013	764644	Archie Cochrane	1,137.77	5410-31220-403620	unit #0024 repair door shell and mirror
04/08/2013	764652	Billings Gazette	3,545.00	2600-55190-403380	On-line subscription Billings Gazette - multiple logins
04/08/2013	764657	Brenntag Pacific Inc	3,656.80	2110-31320-404721	ice slicer for melting snow on roads
04/08/2013	764657	Brenntag Pacific Inc	5,949.50	2110-31320-404720	hicothaw calcium chloride liquid for roads
04/08/2013	764657	Brenntag Pacific Inc	4,856.32	2110-31320-404721	ice slicer for melting snow on roads
04/08/2013	764661	Connor's Garage Door Service	1,900.00	5610-71190-402450	Invoice #2622. Mud Wash rollers
04/08/2013	764661	Connor's Garage Door Service	1,002.00	5610-71190-403660	Invoice #2645. Wash bay 1 springs and new cable
04/08/2013	764661	Connor's Garage Door Service	347.00	5610-71190-403660	Invoice #2647. Wash bay 3 cable
04/08/2013	764662	County Water District Of Billings Heights	0.00	1500-22210-403420	FIRE 6: WATER SERVICE (SUMMER)
04/08/2013	764662	County Water District Of Billings Heights	46.97	1500-22210-403420	FIRE 6: WATER SERVICE (FALL,WINTER,SPRING MONTHS)
04/08/2013	764662	County Water District Of Billings Heights	152.68	5120-85000-403420	St Andrews lift station
04/08/2013	764662	County Water District Of Billings Heights	19,719.36	8050-15700-405350	fire hydrant rentals
04/08/2013	764667	Data Imaging System, Inc.	3,826.90	2090-44510-403590	I13-022286, portion of 2004 commercial plans
04/08/2013	764667	Data Imaging System, Inc.	3,035.20	2090-44510-403590	I13-022288, Partial digital copies of 2004.
04/08/2013	764667	Data Imaging System, Inc.	3,881.66	2090-44510-403590	I13-022290, portion of 2004 commercial plans to CD
04/08/2013	764669	Denny Menholt Frontier Chevrolet	18,928.78	6400-21650-409440	(3) New 2013 Current Model Four Door Mid-Size Sedans. Exterior Colors are #1 Taupe Gray Metallic, #2 Black, #3 Atlantis Blue Metallic. Interior color is Jet Black.
04/08/2013	764669	Denny Menholt Frontier Chevrolet	431.89	1500-22260-402320	674760

04/08/2013	764669	Denny Menholt Frontier Chevrolet	96.57	1500-21720-402320	676262
04/08/2013	764669	Denny Menholt Frontier Chevrolet	81.57	1500-21720-402320	796733
04/08/2013	764669	Denny Menholt Frontier Chevrolet	5.72	5410-31230-402320	796769
04/08/2013	764669	Denny Menholt Frontier Chevrolet	263.36	5410-31220-402320	796826
04/08/2013	764669	Denny Menholt Frontier Chevrolet	31.47	5410-31220-402320	796826
04/08/2013	764674	Ed Bartlett, LLC	5,900.00	0100-14110-403950	Lobbyist contract for April 2013
04/08/2013	764675	Elumen Lighting Networks	3,285.00	2110-00000-141318	STREET LIGHTS PO NUM 291716
04/08/2013	764675	Elumen Lighting Networks	145.00	2110-31320-402360	Freight on shipment
04/08/2013	764677	Ennis Paint Inc.	8,450.25	2110-31320-402340	white 250 gallon totes of paint for streets
04/08/2013	764677	Ennis Paint Inc.	19,633.25	2110-31320-402340	yellow 250 gallon totes of paint for use on streets
04/08/2013	764677	Ennis Paint Inc.	1,490.52	2110-31320-402340	5 gallon buckets of white paint used for crosswalks
04/08/2013	764679	Epcon Sign Company	4,137.00	5610-71130-403650	Invoice #16699-000 Business Park Sign
04/08/2013	764689	Galles Filter Service	2.88	1500-21120-402320	276493
04/08/2013	764689	Galles Filter Service	103.96	5410-31220-402320	276590
04/08/2013	764689	Galles Filter Service	127.92	6010-00000-141000	274855 PO NUM 291475
04/08/2013	764689	Galles Filter Service	95.42	6010-00000-141000	274869 PO NUM 291475
04/08/2013	764689	Galles Filter Service	113.45	6010-00000-141000	274962 PO NUM 291475
04/08/2013	764689	Galles Filter Service	132.08	5410-31230-402320	274850
04/08/2013	764689	Galles Filter Service	11.73	5410-31230-402320	274853
04/08/2013	764689	Galles Filter Service	116.71	5020-74000-402320	NONSTOCKING ITEMS-P.U.D.
04/08/2013	764689	Galles Filter Service	5.46	1500-22260-402320	275051
04/08/2013	764689	Galles Filter Service	38.48	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292149
04/08/2013	764689	Galles Filter Service	34.50	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292151
04/08/2013	764689	Galles Filter Service	60.75	5020-74000-402320	NONSTOCKING ITEMS-P.U.D.
04/08/2013	764689	Galles Filter Service	390.74	6010-00000-141000	275170 PO NUM 291475
04/08/2013	764689	Galles Filter Service	318.33	6010-00000-141000	275523 PO NUM 291475
04/08/2013	764689	Galles Filter Service	63.62	6010-00000-141000	275601 PO NUM 291475
04/08/2013	764689	Galles Filter Service	96.66	6010-00000-141000	275700 PO NUM 291475
04/08/2013	764689	Galles Filter Service	307.98	6010-00000-141000	276034 PO NUM 291475
04/08/2013	764689	Galles Filter Service	267.72	6010-00000-141000	267201 PO NUM 291475
04/08/2013	764689	Galles Filter Service	119.17	6010-00000-141714	274963 PO NUM 291475
04/08/2013	764689	Galles Filter Service	232.82	6010-00000-141000	275333 PO NUM 291475
04/08/2013	764689	Galles Filter Service	140.11	6010-00000-141714	275515 PO NUM 291475
04/08/2013	764689	Galles Filter Service	36.97	6010-00000-141000	275557 PO NUM 291475

04/08/2013	764689	Galles Filter Service	6.90	6010-00000-141000	275648	PO NUM 291475
04/08/2013	764689	Galles Filter Service	3.92	6010-00000-141000	275751	PO NUM 291475
04/08/2013	764689	Galles Filter Service	10.82	6010-00000-141000	275781	PO NUM 291475
04/08/2013	764689	Galles Filter Service	-6.90	6010-00000-141000	275828	PO NUM 291475
04/08/2013	764689	Galles Filter Service	15.82	6010-00000-141714	276031	PO NUM 291475
04/08/2013	764689	Galles Filter Service	5.40	6010-00000-141714	276136	PO NUM 291475
04/08/2013	764689	Galles Filter Service	147.29	6010-00000-141000	276550	PO NUM 291475
04/08/2013	764689	Galles Filter Service	-22.62	2110-31320-402320	276018	
04/08/2013	764689	Galles Filter Service	197.64	6010-15530-402650	276228	
04/08/2013	764689	Galles Filter Service	8.83	0100-51120-402320	276324	
04/08/2013	764689	Galles Filter Service	16.19	1500-22260-402320	276411	
04/08/2013	764689	Galles Filter Service	10.30	2110-31320-402320	276578	
04/08/2013	764689	Galles Filter Service	68.89	6010-00000-141714	276555	PO NUM 291475
04/08/2013	764689	Galles Filter Service	239.90	6010-00000-141000	276752	PO NUM 291475
04/08/2013	764689	Galles Filter Service	32.38	1500-22260-402320	276875	
04/08/2013	764693	Great West Engineering, Inc	30,674.61	5440-31230-409390	WO 12-29	Solid Waste Management Plan
04/08/2013	764693	Great West Engineering, Inc	4,114.47	5440-31230-409390	WO 11-19	Landfill Phase 5 Expansion
04/08/2013	764699	Iaff	4,320.75	9000-00000-209920		Payroll Summary
04/08/2013	764702	Ingram Library Services Inc.	13.18	2600-55190-403227	Inv 70440975	
04/08/2013	764702	Ingram Library Services Inc.	43.84	2600-55190-403227	Inv 70440978	
04/08/2013	764702	Ingram Library Services Inc.	11.20	2600-55190-403255	Inv 70440978	
04/08/2013	764702	Ingram Library Services Inc.	491.28	2600-55190-403241	Inv 70440977	
04/08/2013	764702	Ingram Library Services Inc.	110.49	2600-55190-403242	Inv 70440977	
04/08/2013	764702	Ingram Library Services Inc.	15.33	2600-55190-403226	Inv 70440978	
04/08/2013	764702	Ingram Library Services Inc.	15.92	2600-55190-403226	Inv 70440979	
04/08/2013	764702	Ingram Library Services Inc.	15.90	2600-55190-403226	Inv 70440980	
04/08/2013	764702	Ingram Library Services Inc.	24.75	2600-55190-403242	Inv 70440981	
04/08/2013	764702	Ingram Library Services Inc.	134.70	2600-55190-403242	Inv 70440982	
04/08/2013	764702	Ingram Library Services Inc.	25.50	2600-55190-403226	Inv 70440983	
04/08/2013	764702	Ingram Library Services Inc.	93.10	2600-55190-403226	Inv 70440984	
04/08/2013	764702	Ingram Library Services Inc.	14.16	2600-55190-403226	Inv 70440985	
04/08/2013	764702	Ingram Library Services Inc.	35.72	2600-55190-403227	Inv 70440985	
04/08/2013	764702	Ingram Library Services Inc.	302.37	2600-55190-403226	Inv 70466615	
04/08/2013	764702	Ingram Library Services Inc.	98.88	2600-55190-403255	Inv 70466615	
04/08/2013	764702	Ingram Library Services Inc.	21.44	2600-55190-403242	Inv 70466616	
04/08/2013	764702	Ingram Library Services Inc.	21.44	2600-55190-403222	Inv 70466617	
04/08/2013	764702	Ingram Library Services Inc.	9.60	2600-55190-403226	Inv 70783846	
04/08/2013	764702	Ingram Library Services Inc.	13.01	2600-55190-403333	Inv 70783847	

04/08/2013	764702	Ingram Library Services Inc.	42.42	2600-55190-403333	Inv 70783848
04/08/2013	764702	Ingram Library Services Inc.	428.21	2600-55190-403226	Inv 70783849
04/08/2013	764702	Ingram Library Services Inc.	227.30	2600-55190-403255	Inv 70783849
04/08/2013	764702	Ingram Library Services Inc.	10.02	2600-55190-403333	Inv 70783849
04/08/2013	764702	Ingram Library Services Inc.	14.74	2600-55190-403226	Inv 70783850
04/08/2013	764702	Ingram Library Services Inc.	87.95	2600-55190-403242	Inv 70783851
04/08/2013	764702	Ingram Library Services Inc.	87.97	2600-55190-403226	Inv 70783852
04/08/2013	764702	Ingram Library Services Inc.	9.59	2600-55190-403226	Inv 70783853
04/08/2013	764702	Ingram Library Services Inc.	55.25	2600-55190-403226	Inv 70783854
04/08/2013	764702	Ingram Library Services Inc.	81.17	2600-55190-403227	Inv 70797676
04/08/2013	764702	Ingram Library Services Inc.	721.43	2600-55190-403333	Inv 70797677
04/08/2013	764702	Ingram Library Services Inc.	19.53	2600-55190-403226	Inv 70797678
04/08/2013	764702	Ingram Library Services Inc.	247.20	2600-55190-403227	Inv 70797678
04/08/2013	764702	Ingram Library Services Inc.	174.36	2600-55190-403333	Inv 70797678
04/08/2013	764702	Ingram Library Services Inc.	189.93	2600-55190-403227	Inv 70797679
04/08/2013	764702	Ingram Library Services Inc.	241.98	2600-55190-403333	Inv 70797679
04/08/2013	764702	Ingram Library Services Inc.	89.45	2600-55190-403242	Inv 70797680
04/08/2013	764702	Ingram Library Services Inc.	62.75	2600-55190-403333	Inv 70797681
04/08/2013	764702	Ingram Library Services Inc.	17.69	2600-55190-403333	Inv 70797682
04/08/2013	764702	Ingram Library Services Inc.	6.48	2600-55190-403333	Inv 70803655
04/08/2013	764702	Ingram Library Services Inc.	18.95	2600-55190-403227	Inv 70803656
04/08/2013	764702	Ingram Library Services Inc.	10.00	2600-55190-403333	Inv 70803656
04/08/2013	764702	Ingram Library Services Inc.	10.97	2600-55190-403222	Inv 70803657
04/08/2013	764702	Ingram Library Services Inc.	130.92	2600-55190-403226	Inv 70803657
04/08/2013	764702	Ingram Library Services Inc.	698.29	2600-55190-403227	Inv 70803657
04/08/2013	764702	Ingram Library Services Inc.	5.89	2600-55190-403333	Inv 70803657
04/08/2013	764702	Ingram Library Services Inc.	6.48	2600-55190-403333	Inv 70803658
04/08/2013	764702	Ingram Library Services Inc.	20.65	2600-55190-403226	Inv 70803659
04/08/2013	764702	Ingram Library Services Inc.	11.39	2600-55190-403226	Inv 70698897
04/08/2013	764702	Ingram Library Services Inc.	24.74	2600-55190-403242	Inv 70698898
04/08/2013	764702	Ingram Library Services Inc.	40.50	2600-55190-403227	Inv 70698899
04/08/2013	764702	Ingram Library Services Inc.	142.92	2600-55190-403226	Inv 70698900
04/08/2013	764702	Ingram Library Services Inc.	21.81	2600-55190-403333	Inv 70698901
04/08/2013	764702	Ingram Library Services Inc.	38.32	2600-55190-403226	Inv 70698902
04/08/2013	764702	Ingram Library Services Inc.	4.20	2600-55190-403333	Inv 70698902
04/08/2013	764702	Ingram Library Services Inc.	38.76	2600-55190-403333	Inv 70698903
04/08/2013	764702	Ingram Library Services Inc.	11.77	2600-55190-403333	Inv 70698904
04/08/2013	764702	Ingram Library Services Inc.	23.72	2600-55190-403226	Inv 70698905

04/08/2013	764702	Ingram Library Services Inc.	19.38	2600-55190-403333	Inv 70698906
04/08/2013	764702	Ingram Library Services Inc.	11.79	2600-55190-403241	Inv 70698907
04/08/2013	764702	Ingram Library Services Inc.	32.99	2600-55190-403242	Inv 70698908
04/08/2013	764702	Ingram Library Services Inc.	54.37	2600-55190-403226	Inv 70698909
04/08/2013	764702	Ingram Library Services Inc.	15.34	2600-55190-403226	Inv 70698910
04/08/2013	764702	Ingram Library Services Inc.	68.97	2600-55190-403226	INv 70698911
04/08/2013	764702	Ingram Library Services Inc.	19.14	2600-55190-403227	INv 70698911
04/08/2013	764702	Ingram Library Services Inc.	41.98	2600-55190-403227	Inv 70698912
04/08/2013	764702	Ingram Library Services Inc.	22.08	2600-55190-403333	Inv 70698913
04/08/2013	764702	Ingram Library Services Inc.	9.60	2600-55190-403227	Inv 70698914
04/08/2013	764702	Ingram Library Services Inc.	21.00	2600-55190-403222	Inv 70698915
04/08/2013	764702	Ingram Library Services Inc.	50.72	2600-55190-403226	Inv 70698915
04/08/2013	764702	Ingram Library Services Inc.	1,065.62	2600-55190-403227	Inv 70698915
04/08/2013	764702	Ingram Library Services Inc.	292.48	2600-55190-403333	Inv 70698915
04/08/2013	764702	Ingram Library Services Inc.	120.00	2600-55190-403226	Inv 70698916
04/08/2013	764710	John M. Campbell Consulting	5,000.00	5020-74000-403590	Consulting services
04/08/2013	764716	L P Anderson Tire Co. Inc.	58.00	5020-74000-402390	NONSTOCKING ITEMS-P.U.D.
04/08/2013	764716	L P Anderson Tire Co. Inc.	210.00	5020-75000-402390	NONSTOCKING ITEMS-P.U.D.
04/08/2013	764716	L P Anderson Tire Co. Inc.	407.00	5120-84000-402390	NONSTOCKING ITEMS-P.U.D.
04/08/2013	764716	L P Anderson Tire Co. Inc.	2,400.00	5120-85000-402390	NONSTOCKING ITEMS-P.U.D.
04/08/2013	764717	Labor Ready Northwest, Inc.	4,613.80	5410-31230-403581	paper pickers at landfill 3/18 3/19 3/20 3/22
04/08/2013	764719	Library Ideas LLC	13,900.00	2600-55190-403381	Inv 31030 Freegal Music Subscription renewal
04/08/2013	764720	Lift U	2,741.49	5710-71440-402320	146088
04/08/2013	764729	Midland West Manufacturing Co	4,000.00	5410-31220-402320	15072
04/08/2013	764729	Midland West Manufacturing Co	1,158.09	2110-31320-402320	15095
04/08/2013	764733	Montana CSED	4,006.39	9000-00000-209926	Payroll Summary
04/08/2013	764735	Montana Department Of Environmental Quality	23,838.80	5410-31230-407635	license payment for the landfill
04/08/2013	764737	Montana State Fireman's Assoc	3,206.56	9000-00000-209924	Payroll Summary
04/08/2013	764748	NorthWestern Energy	1,610.57	5020-74000-403410	Electricity 3116 17th St West
04/08/2013	764748	NorthWestern Energy	1,610.56	5020-74000-403410	Electricity 3116 17th St West
04/08/2013	764748	NorthWestern Energy	77.16	0100-51410-403410	07125396
04/08/2013	764748	NorthWestern Energy	112.77	6070-22350-403410	10069151
04/08/2013	764748	NorthWestern Energy	16.76	0100-51120-403410	11607801
04/08/2013	764748	NorthWestern Energy	29.50	0100-51120-403410	12300661
04/08/2013	764748	NorthWestern Energy	14.40	0100-51410-403410	16352890
04/08/2013	764748	NorthWestern Energy	384.71	1500-22210-403410	FIRE 6: ELECTRICAL SERVICE - 1601 SAINT ANDREWS - ACCOUNT #0100477-9
04/08/2013	764748	NorthWestern Energy	138.90	0100-51410-403410	07125388

04/08/2013	764748	NorthWestern Energy	10.68	0100-51120-403410	19412436
04/08/2013	764748	NorthWestern Energy	15.61	5020-74000-403410	11608072
04/08/2013	764748	NorthWestern Energy	39.71	0100-51120-403410	12488631
04/08/2013	764748	NorthWestern Energy	5.25	5020-74000-403410	13466735
04/08/2013	764748	NorthWestern Energy	8.38	8720-51980-403410	15143886
04/08/2013	764748	NorthWestern Energy	7.40	0100-51120-403410	15882624
04/08/2013	764748	NorthWestern Energy	8.17	8720-51980-403410	08814550
04/08/2013	764748	NorthWestern Energy	19.33	1500-22210-403410	07125321
04/08/2013	764748	NorthWestern Energy	10.64	5020-74000-403410	07222490
04/08/2013	764748	NorthWestern Energy	7.40	0100-51120-403410	07222532
04/08/2013	764748	NorthWestern Energy	9.40	0100-51120-403410	07222581
04/08/2013	764748	NorthWestern Energy	21.02	0100-51120-403410	07222599
04/08/2013	764748	NorthWestern Energy	1,880.71	5020-74000-403410	07222706
04/08/2013	764748	NorthWestern Energy	9.24	0100-51120-403410	07222722
04/08/2013	764748	NorthWestern Energy	6.15	8720-51980-403410	07222722
04/08/2013	764748	NorthWestern Energy	112.64	0100-51120-403410	07222730
04/08/2013	764748	NorthWestern Energy	12.28	0100-51120-403410	07222748
04/08/2013	764748	NorthWestern Energy	102.69	0100-51120-403410	07222755
04/08/2013	764748	NorthWestern Energy	30.69	0100-51120-403410	07222789
04/08/2013	764748	NorthWestern Energy	15.71	0100-51120-403410	07222797
04/08/2013	764748	NorthWestern Energy	7.40	0100-51120-403410	07222805
04/08/2013	764748	NorthWestern Energy	7.40	0100-51120-403410	07222813
04/08/2013	764748	NorthWestern Energy	7.40	0100-51120-403410	07222839
04/08/2013	764748	NorthWestern Energy	7.40	0100-51120-403410	07222847
04/08/2013	764748	NorthWestern Energy	15.71	0100-51120-403410	07228083
04/08/2013	764748	NorthWestern Energy	9.71	0100-51120-403410	07228521
04/08/2013	764748	NorthWestern Energy	9.40	0100-51120-403410	07228620
04/08/2013	764748	NorthWestern Energy	157.60	0100-51120-403410	07229016
04/08/2013	764748	NorthWestern Energy	8.71	0100-51120-403410	07229768
04/08/2013	764748	NorthWestern Energy	171.29	0100-51120-403410	07229958
04/08/2013	764748	NorthWestern Energy	79.34	0100-51120-403410	07230055
04/08/2013	764748	NorthWestern Energy	7.40	0100-51120-403410	07230253
04/08/2013	764748	NorthWestern Energy	7.40	0100-51120-403410	07230469
04/08/2013	764748	NorthWestern Energy	9.70	0100-51120-403410	07230493
04/08/2013	764748	NorthWestern Energy	19.21	0100-51120-403410	07230535
04/08/2013	764748	NorthWestern Energy	18.12	0100-51120-403410	07230642
04/08/2013	764748	NorthWestern Energy	18.12	0100-51120-403410	07230659
04/08/2013	764748	NorthWestern Energy	74.56	5120-85000-403410	07233836

04/08/2013	764748	NorthWestern Energy	7.40	8720-51980-403410	07233844
04/08/2013	764748	NorthWestern Energy	9.08	8720-51980-403410	07233851
04/08/2013	764748	NorthWestern Energy	9.08	8720-51980-403410	07233869
04/08/2013	764748	NorthWestern Energy	9.08	8720-51980-403410	07233877
04/08/2013	764748	NorthWestern Energy	9.08	8720-51980-403410	07233885
04/08/2013	764748	NorthWestern Energy	5.03	0100-51120-403410	07233919
04/08/2013	764748	NorthWestern Energy	3.35	8720-51980-403410	07233919
04/08/2013	764748	NorthWestern Energy	9.08	8720-51980-403410	07233927
04/08/2013	764748	NorthWestern Energy	8.17	8720-51980-403410	07233935
04/08/2013	764748	NorthWestern Energy	7.40	8720-51980-403410	07233943
04/08/2013	764748	NorthWestern Energy	7.40	8720-51980-403410	07233950
04/08/2013	764748	NorthWestern Energy	7.40	8720-51980-403410	07233968
04/08/2013	764748	NorthWestern Energy	7.40	8720-51980-403410	07233976
04/08/2013	764748	NorthWestern Energy	7.40	8720-51980-403410	07233984
04/08/2013	764748	NorthWestern Energy	726.12	5120-85000-403410	07234040
04/08/2013	764748	NorthWestern Energy	7.40	8720-51980-403410	07238355
04/08/2013	764748	NorthWestern Energy	9.40	8720-51980-403410	07238363
04/08/2013	764748	NorthWestern Energy	7.40	8720-51980-403410	07238405
04/08/2013	764748	NorthWestern Energy	223.48	5120-85000-403410	07238785
04/08/2013	764748	NorthWestern Energy	12.89	8720-51980-403410	07238793
04/08/2013	764748	NorthWestern Energy	7.83	8720-51980-403410	07238835
04/08/2013	764748	NorthWestern Energy	95.28	0100-51120-403410	07238843
04/08/2013	764748	NorthWestern Energy	8.17	8720-51980-403410	07238850
04/08/2013	764748	NorthWestern Energy	18.13	0100-51120-403410	07238876
04/08/2013	764748	NorthWestern Energy	7.72	2110-31320-403410	08554040
04/08/2013	764748	NorthWestern Energy	7.40	0100-51120-403410	09789173
04/08/2013	764748	NorthWestern Energy	1,098.61	1500-21710-403410	11834835
04/08/2013	764748	NorthWestern Energy	7.82	0100-51120-403410	12422226
04/08/2013	764748	NorthWestern Energy	33.59	8720-51980-403410	15138001
04/08/2013	764748	NorthWestern Energy	28.97	8720-51980-403410	15138027
04/08/2013	764748	NorthWestern Energy	16.15	8720-51980-403410	15138043
04/08/2013	764748	NorthWestern Energy	7.40	5020-74000-403410	18672659
04/08/2013	764748	NorthWestern Energy	1.09	8720-51980-403410	20413621
04/08/2013	764748	NorthWestern Energy	8.61	2110-31320-403410	20470076
04/08/2013	764748	NorthWestern Energy	8.71	2110-31320-403410	20470100
04/08/2013	764748	NorthWestern Energy	8.38	2110-31320-403410	20470134
04/08/2013	764748	NorthWestern Energy	8.71	2110-31320-403410	20470175
04/08/2013	764748	NorthWestern Energy	106.43	5610-71130-403410	07125339

04/08/2013	764748	NorthWestern Energy	15.71	5610-71130-403410	07125347
04/08/2013	764748	NorthWestern Energy	227.00	5610-71130-403410	07125354
04/08/2013	764748	NorthWestern Energy	36.18	5610-71130-403410	07127913
04/08/2013	764748	NorthWestern Energy	40.80	5610-71130-403410	07127954
04/08/2013	764748	NorthWestern Energy	17.48	5610-71130-403410	07127970
04/08/2013	764748	NorthWestern Energy	9.59	5610-71170-403410	07128051
04/08/2013	764748	NorthWestern Energy	8.38	5610-71130-403410	07128135
04/08/2013	764748	NorthWestern Energy	2,236.20	5610-71130-403410	07195431
04/08/2013	764748	NorthWestern Energy	35.87	5610-71130-403410	07197593
04/08/2013	764748	NorthWestern Energy	31.28	5610-71130-403410	07197601
04/08/2013	764748	NorthWestern Energy	31.70	5610-71130-403410	07197619
04/08/2013	764748	NorthWestern Energy	39.25	5610-71130-403410	07197627
04/08/2013	764748	NorthWestern Energy	30.82	5610-71130-403410	07202963
04/08/2013	764748	NorthWestern Energy	52.71	0100-51260-403410	07208416
04/08/2013	764748	NorthWestern Energy	207.03	0100-51120-403410	07222565
04/08/2013	764748	NorthWestern Energy	37.00	0100-51120-403410	07222771
04/08/2013	764748	NorthWestern Energy	1.90	0100-51120-403410	07931348
04/08/2013	764748	NorthWestern Energy	19.76	0100-51120-403410	09208018
04/08/2013	764748	NorthWestern Energy	0.70	8720-51980-403410	09718248
04/08/2013	764748	NorthWestern Energy	37.62	0100-51290-403410	09998071
04/08/2013	764748	NorthWestern Energy	7.40	0100-51120-403410	11565272
04/08/2013	764748	NorthWestern Energy	0.51	8720-51980-403410	13127071
04/08/2013	764748	NorthWestern Energy	1.20	0100-51120-403410	14093942
04/08/2013	764748	NorthWestern Energy	8.06	8720-51980-403410	15642093
04/08/2013	764748	NorthWestern Energy	0.88	0100-51120-403410	16926669
04/08/2013	764748	NorthWestern Energy	12.98	5120-85000-403410	17040254
04/08/2013	764748	NorthWestern Energy	29.72	5120-85000-403410	17040304
04/08/2013	764748	NorthWestern Energy	74.73	2110-31320-403410	17389891
04/08/2013	764748	NorthWestern Energy	8.61	0100-51120-403410	19022573
04/08/2013	764748	NorthWestern Energy	8.61	2110-31320-403410	20470001
04/08/2013	764748	NorthWestern Energy	8.71	2110-31320-403410	20470118
04/08/2013	764748	NorthWestern Energy	8.61	2110-31320-403410	20470183
04/08/2013	764748	NorthWestern Energy	8,074.19	2600-55120-403410	Electric Usage
04/08/2013	764748	NorthWestern Energy	23,960.10	5610-71120-403410	0100482-9. March 2013 Airport Vault
04/08/2013	764751	Orison Marketing Llc	6,434.50	5610-71130-403650	Invoice #30797. Bulk purchase FAA approved runway deice fluid.
04/08/2013	764762	Public Utilities	3,813.13	5610-71100-403420	68407759
04/08/2013	764762	Public Utilities	9.54	5120-85000-403420	13670319854

04/08/2013	764762	Public Utilities	10.67	8720-51980-403420	15273330304
04/08/2013	764762	Public Utilities	302.89	6500-15660-403420	106989-12385
04/08/2013	764764	Qwest Communications	29.86	5610-71100-403450	Qwest 406-245-1044 Airport Terminal Power M
04/08/2013	764764	Qwest Communications	45.73	5710-71470-403450	Qwest 406-245-1789 Transit STS
04/08/2013	764764	Qwest Communications	54.48	5410-31230-403450	Qwest 406-245-7193 Solid Waste Landfill
04/08/2013	764764	Qwest Communications	94.55	5410-31230-403450	Qwest 406-245-9820 Solid Waste Landfill
04/08/2013	764764	Qwest Communications	29.86	2110-31320-403450	Qwest 406-245-9906 PW Traffic Signal 4th 27
04/08/2013	764764	Qwest Communications	44.48	5610-71100-403450	Qwest 406-248-3068 Airport Ind Park Gate 9
04/08/2013	764764	Qwest Communications	45.73	5710-71410-403450	Qwest 406-254-7038 MET Transit
04/08/2013	764764	Qwest Communications	7,292.17	2250-22320-403450	Qwest 406-255-9700 E911
04/08/2013	764764	Qwest Communications	44.48	1500-22250-403450	Qwest 406-655-0728 Fire Maintenance Shop
04/08/2013	764764	Qwest Communications	65.11	6060-19310-403450	Qwest 406-248-9124 Met Measured Lines 406-248-9124 406-248-9179
04/08/2013	764764	Qwest Communications	62.05	6060-19310-403450	Qwest 406-248-3329 Airport Measured Lines 406-248-3329 406-248-9989
04/08/2013	764764	Qwest Communications	29.98	1500-21110-403450	Qwest 406-245-6600 Crime Prevention Alarm
04/08/2013	764764	Qwest Communications	1.08	2250-22320-403450	Qwest 406-255-9702 E911 line
04/08/2013	764777	SRS Crisafulli, Inc	3,364.00	5020-74000-402320	NONSTOCKING ITEMS-P.U.D.
04/08/2013	764779	Stevens Brothers, Inc.	3,575.00	6300-17530-407310	Mechanical repairs for Rhea Grandahl's office
04/08/2013	764786	Tire-Rama	1,480.00	5410-31220-402390	truck repairs
04/08/2013	764786	Tire-Rama	15.00	5410-31220-402390	nail holes repair unit #0011
04/08/2013	764786	Tire-Rama	1,552.00	5410-31220-402390	new style recaps for trucks
04/08/2013	764786	Tire-Rama	1,164.00	5410-31220-402390	new style recaps for trucks
04/08/2013	764786	Tire-Rama	756.00	5410-31220-402390	tire repairs
04/08/2013	764786	Tire-Rama	610.95	5410-31230-402390	unit #0024 landfill tire repairs
04/08/2013	764786	Tire-Rama	1,632.00	5410-31220-402390	new recpas for roll off unit#176
04/08/2013	764786	Tire-Rama	1,632.00	5410-31220-402390	new recaps for roll off unit#0176
04/08/2013	764786	Tire-Rama	1,831.75	5410-31220-402390	recap tires to be used again instead of buying new ones
04/08/2013	764786	Tire-Rama	590.00	5410-31220-402390	tire repairs
04/08/2013	764786	Tire-Rama	1,817.00	5410-31220-402390	recap tires to be used again instead of buying new ones
04/08/2013	764786	Tire-Rama	195.95	5410-31230-402390	pickup at landfill repairs
04/08/2013	764786	Tire-Rama	280.00	5410-31220-402390	repairs
04/08/2013	764786	Tire-Rama	1,256.00	5410-31220-402390	recaps from plant
04/08/2013	764788	Town & Country Supply Association	21,920.50	6010-00000-141714	103317 PO NUM 292239
04/08/2013	764788	Town & Country Supply Association	18,982.41	6010-00000-141000	102233 PO NUM 292240
04/08/2013	764788	Town & Country Supply Association	16,673.27	6010-00000-141000	102235 PO NUM 292240

04/08/2013	764788	Town & Country Supply Association	26,144.20	5610-71180-402313	Invoice #102262. QTA Car Rental Fuel
04/08/2013	764788	Town & Country Supply Association	302.12	1500-22260-402310	102734: FIRE1 - UNLEADED DELIVERED ON 3/29/2013
04/08/2013	764788	Town & Country Supply Association	961.47	1500-22260-402310	102735: FIRE1 - DYED DIESEL DELIVERED ON 3/29/2013
04/08/2013	764788	Town & Country Supply Association	890.13	1500-22260-402310	102736: FIRE3 - DYED DIESEL DELIVERED 3/29/2013
04/08/2013	764788	Town & Country Supply Association	921.15	1500-22310-402310	102737: FIRE 5 - DYED DIESEL DELIVERED 3/29/2013
04/08/2013	764788	Town & Country Supply Association	-0.01	1500-22310-402310	102737: DECIMAL POINT CORRECTION
04/08/2013	764788	Town & Country Supply Association	6,291.80	6010-00000-141714	102711 PO NUM 292287
04/08/2013	764788	Town & Country Supply Association	21,740.02	6010-00000-141000	102264 PO NUM 292278
04/08/2013	764788	Town & Country Supply Association	13,212.78	6010-00000-141000	102732 PO NUM 292278
04/08/2013	764788	Town & Country Supply Association	12,412.20	6010-00000-141000	102733 PO NUM 292279
04/08/2013	764795	Yellowstone Valley Animal Shelter	20,666.67	1500-21700-403990	contract 2-22-13 thru 3-21-13

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013  
**TITLE:** Payment of Claims April 15, 2013  
**PRESENTED BY:** Pat M. Weber, Financial Director  
**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$1,144,769.50 have been audited and are presented for Council approval for payment. A complete listing of the claims dated April 15, 2013 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**

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**Attachments**

List of claims greater than \$2500.

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AP Report >\$2,500 for 04/15/2013

Check Date	Check	Name	Amount	Account	Item Desc
04/10/2013	764797	Chicago Title of Montana LLC	10,000.00	2810-65810-407277	FTHB Michael & Elisa Sisk 836 Caroline Street, Billings, MT 59105
04/15/2013	765010	Tractor & Equipment Co.	29,404.70	5410-31230-402320	BLW00137925
04/15/2013	765010	Tractor & Equipment Co.	48,343.64	5410-31230-402320	BLW00137981
04/15/2013	765010	Tractor & Equipment Co.	517.10	5410-31220-402320	BBLW00138000
04/15/2013	765010	Tractor & Equipment Co.	346.08	5410-31230-402320	BLW00138146
04/15/2013	765010	Tractor & Equipment Co.	416.47	5410-31220-402320	BLW00138263
04/15/2013	764808	Archie Cochran	3,226.19	6300-17530-407310	Planning Truck #1070 repairs
04/15/2013	764936	Mes-Nw	359.67	1500-22240-402120	00386197: HELMET LIGHTS, FLASHLIGHTS, REPLACEMENT BULBS & SWITCHES FOR NEW HIRES O'DONNELL, HAUF, GATES 2/15/2013
04/15/2013	764936	Mes-Nw	264.00	1500-22240-402260	00386197: HELMET LIGHTS, FLASHLIGHTS, REPLACEMENT BULBS & SWITCHES FOR NEW HIRES O'DONNELL, HAUF, GATES 2/15/2013
04/15/2013	764936	Mes-Nw	1,432.00	1500-22240-402260	00393338: BEN 2 PLUS HELMETS W/EZ FLIP FACE SHIELDS, RUBBER RIM BEADING FOR NEW HIRES K. O'DONNELL, HAUF, GATES 3/11/2013
04/15/2013	764960	NorthWestern Energy	3,123.59	5710-71430-403410	Electricity at Metroplex 02/25/2013 to 03/26/2013
04/15/2013	764892	Hanson Chemical Inc.	1,906.23	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292314
04/15/2013	765023	Yellowstone Electric Co	3,986.00	5610-71170-402450	Invoice #20551. IP-7 upgrade lighting retrofit
04/15/2013	764892	Hanson Chemical Inc.	441.47	5120-84000-402240	Supplies
04/15/2013	764896	HDR, Inc.	11,528.32	5120-82110-403540	WO 12-13 IWPI Reuse and Reclamation Study
04/15/2013	764896	HDR, Inc.	6,288.17	5020-72110-403540	WO 12-13 IWPI Reuse and Reclamation Study
04/15/2013	764896	HDR, Inc.	3,144.09	8400-31840-403590	WO 12-13 IWPI Reuse and Reclamation Study
04/15/2013	764861	Dowl Hkm	6,755.50	5120-82110-403540	WO1214 IWP WW Collections System
04/15/2013	764861	Dowl Hkm	12,283.34	5030-75910-409340	WO 13-01 2013 Sanitary Sewer & Water Replacement

04/15/2013	764861	Dowl Hkm	48,153.66	5130-85910-409340	WO 13-01 2013 Sanitary Sewer & Water Replacement
04/15/2013	765025	Zee Creative Inc	3,080.00	0100-51210-403665	Progress bill for website redesign.
04/15/2013	765022	Yellowstone E-Waste Solutions Inc	4,720.40	5410-31230-403590	billings electronics for recycling first quarter
04/15/2013	764891	Guardian Security Inc	6,336.60	2600-55120-403574	Inv 995920
04/15/2013	764960	NorthWestern Energy	499.85	5710-71430-403410	07192255
04/15/2013	764960	NorthWestern Energy	221.45	1500-22210-403410	07208176
04/15/2013	764960	NorthWestern Energy	40.15	0100-51120-403410	08134892
04/15/2013	764960	NorthWestern Energy	27.56	5210-15240-403410	15696313
04/15/2013	764960	NorthWestern Energy	61.60	0100-51120-403410	18494088
04/15/2013	764960	NorthWestern Energy	57.09	0100-51120-403410	19049444
04/15/2013	764960	NorthWestern Energy	8.27	8720-51980-403410	19486679
04/15/2013	764960	NorthWestern Energy	6.09	8720-51980-403410	20558177
04/15/2013	764892	Hanson Chemical Inc.	37.57	6600-31100-402450	Supplies
04/15/2013	764892	Hanson Chemical Inc.	56.35	6700-31410-402450	Supplies
04/15/2013	764896	HDR, Inc.	1,599.77	5030-74910-409390	WO 12-43 WTP Backup Power Phase III
04/15/2013	764892	Hanson Chemical Inc.	64.75	5120-84000-402240	Supplies
04/15/2013	765010	Tractor & Equipment Co.	167.76	5410-31230-402320	fuel filters for landfill
04/15/2013	8	U.S. Bank PCards	23.98	8720-51980-403650	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	19.00	8720-51980-403410	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	182.73	8720-51980-403410	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	299.16	8720-51980-403410	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	116.72	8720-51980-403410	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	130.00	8400-31840-403590	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	1.32	8400-31840-402290	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	550.00	7380-12660-403824	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	550.00	7380-12660-403824	PCard Transaction Description: BUSINESS EXPENS

04/15/2013	8	U.S. Bank PCards	550.00	7380-12660-403824	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	649.47	7380-12660-402190	PCard Transaction Description: MRO SUPPLIES
04/15/2013	8	U.S. Bank PCards	26.08	7380-12660-402190	PCard Transaction Description: MEDICAL
04/15/2013	8	U.S. Bank PCards	669.98	7380-12660-402190	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	227.98	7380-12640-402190	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	282.27	6700-31410-403823	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	26.40	6700-31410-403660	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	93.69	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	71.36	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	44.97	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	8.37	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	17.97	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	32.93	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	29.70	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	164.28	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	11.86	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	15.93	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	38.49	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	83.67	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES

04/15/2013	8	U.S. Bank PCards	20.49	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	29.98	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	7.99	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	10.00	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	17.80	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	21.94	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	5.99	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	21.88	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	34.78	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	13.99	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	-5.99	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	112.26	2600-55190-403226	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	112.26	2600-55190-403226	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	14.69	2600-55190-403227	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	32.01	2600-55190-403227	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	12.98	2600-55190-403227	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	53.94	2600-55190-403227	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	1,077.31	2600-55190-403243	PCard Transaction Description: WHOLESAL TRADE

04/15/2013	8	U.S. Bank PCards	11.99	2600-55190-403244	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	8.00	2600-55190-403334	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	17.99	2600-55190-403336	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	30.64	2600-55190-403336	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	75.00	2600-55190-403380	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	420.00	2600-55190-403380	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	19.77	2600-55190-403382	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	537.04	2600-55190-403382	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	55.18	2600-55190-403382	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	70.88	2650-67720-402290	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	5.00	2650-67720-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	8.00	2650-67720-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	20.00	2650-67720-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	40.35	2650-67720-402290	PCard Transaction Description: EATING/DRINKING
04/15/2013	8	U.S. Bank PCards	4.50	2650-67720-402290	PCard Transaction Description: EATING/DRINKING
04/15/2013	8	U.S. Bank PCards	202.77	2650-67720-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	41.08	2650-67720-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	-83.80	2920-65010-408199	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	854.28	2960-66110-407275	PCard Transaction Description: BUSINESS EXPENS

04/15/2013	8	U.S. Bank PCards	203.77	2980-65010-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	23.79	2980-65010-402190	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	9.93	2980-65010-403110	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	24.95	2980-65010-403822	PCard Transaction Description: OTHER TRAVEL
04/15/2013	8	U.S. Bank PCards	350.00	2980-65010-403822	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	444.60	2980-65010-403822	PCard Transaction Description: AIRLINE
04/15/2013	8	U.S. Bank PCards	44.10	4050-71250-409695	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	32.40	4050-71250-409695	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	11.25	4050-71250-409695	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	4.90	4050-71250-409696	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	3.60	4050-71250-409696	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	1.25	4050-71250-409696	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	83.93	5020-73110-403630	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	66.00	5020-73140-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	52.50	5020-73140-402450	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	48.93	5020-73140-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	437.96	5020-74000-402120	PCard Transaction Description: MRO SUPPLIES
04/15/2013	8	U.S. Bank PCards	88.49	5020-74000-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	37.78	5020-74000-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	134.00	5020-74000-402190	PCard Transaction Description: BUSINESS EXPENS

04/15/2013	8	U.S. Bank PCards	584.51	5020-74000-402220	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	40.92	5020-74000-402220	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	66.50	5020-74000-402220	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	11.95	5020-74000-402220	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	11.95	5020-74000-402220	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	2,152.95	5020-74000-402360	PCard Transaction Description: MRO SUPPLIES
04/15/2013	8	U.S. Bank PCards	584.12	5020-74000-402360	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	31.69	5020-74000-402410	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	9.88	5020-74000-402450	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	9.34	5020-74000-402450	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	286.81	5020-74000-402450	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	32.59	5020-74000-402450	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	170.00	5020-74000-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	70.00	5020-74000-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	900.00	5020-75000-403820	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	180.00	5020-75000-403820	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	38.79	5020-77000-402190	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	55.95	5120-83110-403630	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	22.00	5120-83140-402450	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	17.50	5120-83140-402450	PCard Transaction Description: BUSINESS EXPENS

04/15/2013	8	U.S. Bank PCards	16.31	5120-83140-402450	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	88.48	5120-84000-402190	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	1.52	5120-84000-402190	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	-372.00	5120-84000-402190	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	127.00	5120-84000-402190	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	63.99	5120-84000-402190	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	594.80	5120-84000-402220	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	31.68	5120-84000-402410	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	6.00	5120-84000-402450	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	35.00	5120-84000-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	450.00	5120-84000-403820	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	600.00	5120-85000-403820	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	120.00	5120-85000-403820	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	299.00	5120-87000-402280	PCard Transaction Description: MRO SUPPLIES
04/15/2013	8	U.S. Bank PCards	1.72	5120-87000-402410	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	6.85	5120-87000-402410	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	7.08	5210-15210-402190	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	8.72	5210-15210-402190	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	35.00	5210-15220-402290	PCard Transaction Description: OTHER

04/15/2013	8	U.S. Bank PCards	20.00	5210-15230-402120	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	14.97	5210-15230-402120	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	29.99	5210-15230-402120	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	79.99	5210-15230-402260	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	10.25	5210-15230-402290	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	14.20	5210-15230-402460	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	67.92	5210-15240-403690	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	62.93	5210-15240-403690	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	168.00	5210-15910-402450	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	18.23	5210-15910-403650	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	-50.00	5210-15910-403650	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	14.20	5210-15910-403650	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	50.00	5210-15910-403650	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	133.62	5210-15910-403660	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	37.50	5210-15910-403970	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	13.47	5210-15920-402190	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	73.25	5210-15920-402450	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	576.00	5210-15920-402450	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	198.00	5210-15920-402450	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	18.22	5210-15920-403650	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	-50.00	5210-15920-403650	PCard Transaction Description: OTHER

04/15/2013	8	U.S. Bank PCards	14.21	5210-15920-403650	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	50.00	5210-15920-403650	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	414.87	5210-15920-403660	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	75.00	5210-15920-403970	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	22.97	5210-15930-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	23.99	5210-15930-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	18.22	5210-15930-403650	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	-50.00	5210-15930-403650	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	14.20	5210-15930-403650	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	50.00	5210-15930-403650	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	286.26	5210-15930-403660	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	75.00	5210-15930-403970	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	231.04	5210-15950-403670	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	38.76	5410-31210-402190	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	59.47	5410-31210-402190	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	5.94	5410-31210-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	10.62	5410-31210-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	131.60	5410-31210-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	53.97	5410-31210-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	752.00	5410-31210-402925	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	1,487.86	5410-31220-402260	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	885.98	5410-31220-402260	PCard Transaction Description: OTHER

04/15/2013	8	U.S. Bank PCards	6.49	5410-31220-402290	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	236.82	5410-31220-402290	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	186.97	5410-31220-402290	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	4.99	5410-31220-402290	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	175.00	5410-31220-402290	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	426.41	5410-31220-402290	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	31.97	5410-31220-402290	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	66.54	5410-31220-402290	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	28.62	5410-31220-402290	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	8.99	5410-31220-402290	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	45.13	5410-31220-402290	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	74.00	5410-31220-402320	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	25.62	5410-31220-402320	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	10.95	5410-31220-402320	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	1.02	5410-31220-402320	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	164.94	5410-31220-402410	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	364.86	5410-31220-402410	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	346.93	5410-31220-402410	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	1,523.97	5410-31220-402450	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	19.40	5410-31220-402630	PCard Transaction Description: WHOLES TRADE

04/15/2013	8	U.S. Bank PCards	462.60	5410-31230-402260	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	470.60	5410-31230-402260	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	388.32	5410-31230-402290	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	89.99	5410-31230-402290	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	49.99	5410-31230-402290	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	89.94	5410-31230-402290	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	14.99	5410-31230-402290	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	39.99	5410-31230-402290	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	36.99	5410-31230-402290	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	13.58	5410-31230-402290	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	1.50	5410-31230-402290	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	2.99	5410-31230-402290	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	2.99	5410-31230-402290	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	25.63	5410-31230-402320	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	74.01	5410-31230-402410	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	31.50	5410-31230-403660	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	23.91	5410-31230-403822	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	299.00	5610-00000-141000	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	249.89	5610-71100-402190	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	418.90	5610-71100-403210	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	39.94	5610-71100-403390	PCard Transaction Description: OTHER

04/15/2013	8	U.S. Bank PCards	113.97	5610-71100-403390	PCard Transaction Description: MRO SUPPLIES
04/15/2013	8	U.S. Bank PCards	6.99	5610-71100-403390	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	2.49	5610-71100-403390	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	483.00	5610-71120-402240	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	81.64	5610-71120-402240	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	164.92	5610-71120-402240	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	1,003.35	5610-71120-402240	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	763.19	5610-71120-402240	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	829.80	5610-71120-402240	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	112.00	5610-71120-402240	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	192.83	5610-71120-402240	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	356.04	5610-71120-402240	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	27.20	5610-71120-402240	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	268.74	5610-71120-402240	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	-30.00	5610-71120-402260	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	44.48	5610-71120-402320	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	250.19	5610-71120-402450	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	37.40	5610-71120-402450	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	1,452.78	5610-71120-402450	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	623.73	5610-71120-402450	PCard Transaction Description: WHOLESAL TRADE

04/15/2013	8	U.S. Bank PCards	79.20	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	14.29	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	56.03	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	192.43	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	84.00	5610-71120-402450	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	37.52	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	318.86	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	970.49	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	1,629.08	5610-71120-402450	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	631.00	5610-71120-402450	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	200.00	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	26.54	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	91.15	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	8.97	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	15.98	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	81.16	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	130.11	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	1,854.77	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	145.00	5610-71120-402450	PCard Transaction Description: WHOLES TRADE

04/15/2013	8	U.S. Bank PCards	2,496.66	5610-71120-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	99.36	5610-71120-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	90.56	5610-71120-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	126.78	5610-71120-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	132.50	5610-71120-403660	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	549.38	5610-71120-403660	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	87.46	5610-71120-403660	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	554.53	5610-71130-402240	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	201.69	5610-71130-402240	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	187.25	5610-71130-402260	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	1,118.00	5610-71130-402260	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	800.00	5610-71130-402310	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	4.10	5610-71130-402320	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	80.82	5610-71130-402320	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	42.75	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	74.75	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	5.98	5610-71130-402320	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	254.52	5610-71130-402320	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	180.08	5610-71130-402320	PCard Transaction Description: WHOLESale TRADE

04/15/2013	8	U.S. Bank PCards	223.49	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	592.56	5610-71130-402320	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	846.04	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	776.64	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	30.40	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	27.47	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	361.20	5610-71130-402320	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	269.50	5610-71130-402320	PCard Transaction Description: MRO SUPPLIES
04/15/2013	8	U.S. Bank PCards	112.22	5610-71130-402370	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	1,220.00	5610-71130-402390	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	11.96	5610-71130-402410	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	211.50	5610-71130-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	9.14	5610-71130-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	35.92	5610-71130-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	4.98	5610-71130-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	351.01	5610-71130-403590	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	192.00	5610-71130-403650	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	330.61	5610-71130-403650	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	39.92	5610-71130-403650	PCard Transaction Description: VEHICLE EXPENSE

04/15/2013	8	U.S. Bank PCards	648.00	5610-71130-403650	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	856.44	5610-71130-403650	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	25.91	5610-71130-403650	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	366.00	5610-71130-403650	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	99.99	5610-71130-403653	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	49.48	5610-71130-403653	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	770.55	5610-71130-403653	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	1,027.50	5610-71130-403653	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	22.72	5610-71130-403653	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	399.55	5610-71130-403660	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	39.95	5610-71130-403660	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	921.72	5610-71130-405333	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	53.63	5610-71140-402290	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	300.00	5610-71140-403660	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	2,069.10	5610-71140-403660	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	-137.94	5610-71140-403660	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	-183.92	5610-71140-403660	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	139.68	5610-71140-403660	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	110.11	5610-71140-403660	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	184.80	5610-71150-402220	PCard Transaction Description: WHOLESale TRADE

04/15/2013	8	U.S. Bank PCards	25.00	5610-71150-402260	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	74.26	5610-71150-402260	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	963.75	5610-71150-402260	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	45.00	5610-71150-402290	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	40.05	5610-71150-402290	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	40.05	5610-71150-402290	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	5610-71150-402290	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	5610-71150-402290	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	20.00	5610-71150-402290	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	5610-71150-402290	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	5610-71150-402290	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	5610-71150-402290	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	20.00	5610-71150-402290	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	3.99	5610-71150-402290	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	9.30	5610-71150-402290	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	65.00	5610-71150-402290	PCard Transaction Description: MEDICAL
04/15/2013	8	U.S. Bank PCards	690.00	5610-71150-402290	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	15.00	5610-71150-402290	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	15.00	5610-71150-402290	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	15.00	5610-71150-402290	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	15.00	5610-71150-402290	PCard Transaction Description: OFFICE SERVICES

04/15/2013	8	U.S. Bank PCards	15.00	5610-71150-402290	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	15.00	5610-71150-402290	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	359.67	5610-71150-402290	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	1,240.00	5610-71150-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	18.40	5610-71150-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	4.96	5610-71150-402320	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	1,214.32	5610-71150-402320	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	115.00	5610-71150-402440	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	35.92	5610-71150-402440	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	17.96	5610-71150-402440	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	24.00	5610-71150-402440	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	200.00	5610-71150-403660	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	230.00	5610-71150-403660	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	25.00	5610-71150-403660	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	357.60	5610-71170-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	114.95	5610-71170-402450	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	891.00	5610-71170-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	417.50	5610-71170-403660	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	58.50	5610-71190-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	275.15	5610-71190-402450	PCard Transaction Description: WHOLESale TRADE

04/15/2013	8	U.S. Bank PCards	28.75	5610-71190-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	219.57	5610-71190-402450	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	24.22	5610-71190-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	199.80	5610-71190-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	16.49	5710-71410-402190	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	200.00	5710-71410-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	7.90	5710-71410-402190	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	325.33	5710-71410-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	470.10	5710-71410-403822	PCard Transaction Description: AIRLINE
04/15/2013	8	U.S. Bank PCards	25.00	5710-71410-403822	PCard Transaction Description: AIRLINE
04/15/2013	8	U.S. Bank PCards	11.25	5710-71410-403822	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	25.00	5710-71410-403822	PCard Transaction Description: AIRLINE
04/15/2013	8	U.S. Bank PCards	218.00	5710-71410-403822	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	104.65	5710-71410-403822	PCard Transaction Description: RENTAL CARS
04/15/2013	8	U.S. Bank PCards	380.10	5710-71410-403822	PCard Transaction Description: AIRLINE
04/15/2013	8	U.S. Bank PCards	188.69	5710-71430-402260	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	10.00	5710-71430-402450	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	66.37	5710-71430-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	352.88	5710-71430-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	161.77	5710-71430-402450	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	12.20	5710-71430-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	25.34	5710-71430-402450	PCard Transaction Description: WHOLESale TRADE

04/15/2013	8	U.S. Bank PCards	11.46	5710-71430-402450	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	856.45	5710-71430-402450	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	12.20	5710-71430-402450	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	69.94	5710-71430-403660	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	213.56	5710-71440-402260	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	17.22	5710-71440-402320	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	18.63	5710-71440-402320	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	6.35	5710-71440-402450	PCard Transaction Description: MEDICAL
04/15/2013	8	U.S. Bank PCards	120.00	5710-71440-402450	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	66.36	5710-71470-402450	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	8.96	5710-71470-402450	PCard Transaction Description: MEDICAL
04/15/2013	8	U.S. Bank PCards	22.71	5710-71470-403110	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	39.46	5710-71480-402450	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	64.99	6010-15500-402120	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	-31.17	6010-15500-402190	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	243.79	6010-15500-402190	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	167.00	6010-15500-402190	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	28.75	6010-15500-402190	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	59.99	6010-15520-402120	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	300.21	6010-15530-402260	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	392.50	6010-15530-402650	PCard Transaction Description: MAIL/TELEPHONE

04/15/2013	8	U.S. Bank PCards	8.43	6010-15530-402650	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	10.36	6010-15530-402650	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	294.00	6010-15530-403990	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	164.50	6050-15160-402160	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	305.10	6050-15160-402160	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	98.70	6050-15160-402160	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	350.00	6050-15160-402160	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	195.00	6050-15160-403690	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	642.66	6060-19310-402122	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	23.01	6060-19310-402122	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	10.44	6200-19110-402190	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	71.80	6200-19110-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	74.95	6200-19110-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	29.97	6200-19110-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	39.75	6200-19110-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	29.61	6200-19110-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	3.29	6200-19110-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	2,203.00	6200-19110-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	251.82	6200-19110-405370	PCard Transaction Description: MAIL/TELEPHONE

04/15/2013	8	U.S. Bank PCards	114.75	6200-19130-402190	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	84.46	6270-17520-403516	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	9.00	6500-15650-402310	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	6.77	6500-15650-403110	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	40.11	6500-15650-403110	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	97.00	6500-15650-403450	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	90.72	6500-15660-402190	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	109.97	6500-15660-402210	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	31.84	6500-15660-402210	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	249.18	6500-15660-402240	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	84.47	6500-15660-402240	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	27.60	6500-15660-402240	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	129.22	6500-15660-402240	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	88.90	6500-15660-402240	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	487.90	6500-15660-402240	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	192.07	6500-15660-402240	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	8.07	6500-15660-402240	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	37.19	6500-15660-402240	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	43.10	6500-15660-402240	PCard Transaction Description: WHOLESALE TRADE

04/15/2013	8	U.S. Bank PCards	62.62	6500-15660-402240	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	65.16	6500-15660-402360	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	108.00	6500-15660-402450	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	188.56	6500-15660-402450	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	678.28	6500-15660-402450	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	719.36	6500-15660-402450	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	515.65	6500-15660-402450	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	100.00	6500-15660-402450	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	50.22	6500-15660-402450	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	29.78	6500-15660-402450	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	560.00	6500-15660-402450	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	560.00	6500-15660-402450	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	63.00	6500-15660-402450	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	11.68	6500-15660-402450	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	21.98	6500-15660-402450	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	378.62	6500-15660-402450	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	26.00	6500-15660-402450	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	24.18	6500-15660-402450	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	235.00	6500-15660-402450	PCard Transaction Description: WHOLESALE TRADE

04/15/2013	8	U.S. Bank PCards	130.50	6500-15660-402450	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	387.41	6500-15660-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	77.76	6500-15660-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	457.50	6500-15660-403660	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	630.00	6500-15660-403660	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	1,245.18	6500-15660-403990	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	784.70	6500-15670-402190	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	268.79	6500-15670-402240	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	94.38	6500-15670-402240	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	1,347.80	6500-15670-402240	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	-655.50	6500-15670-402240	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	12.95	6500-15670-402240	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	285.59	6500-15670-402330	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	101.86	6500-15670-402330	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	135.92	6500-15670-402340	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	171.36	6500-15670-403690	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	99.36	6500-15670-403690	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	1,339.64	6500-15670-403690	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	592.20	6500-15670-403690	PCard Transaction Description: OTHER

04/15/2013	8	U.S. Bank PCards	107.00	6500-15670-403690	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	50.22	6500-15670-403690	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	31.50	6500-15670-403690	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	44.00	6500-15670-403690	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	583.59	6500-15670-403690	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	583.59	6500-15670-403690	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	265.00	6500-15670-403690	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	800.00	6500-15670-403690	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	32.25	6500-15670-403690	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	179.82	6500-15670-403690	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	40.00	6600-31100-402190	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	-52.49	6600-31100-402190	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	179.78	6600-31100-402190	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	57.44	6600-31100-402190	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	39.91	6600-31100-402190	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	188.00	6600-31100-402190	PCard Transaction Description: WHOLES TRADE
04/15/2013	8	U.S. Bank PCards	62.50	6600-31100-402230	PCard Transaction Description: EATING/DRINKING
04/15/2013	8	U.S. Bank PCards	284.00	6600-31100-403350	PCard Transaction Description: MRO SUPPLIES

04/15/2013	8	U.S. Bank PCards	85.00	6600-31100-403350	PCard Transaction Description: MRO SUPPLIES
04/15/2013	8	U.S. Bank PCards	425.00	6600-31100-403350	PCard Transaction Description: MRO SUPPLIES
04/15/2013	8	U.S. Bank PCards	17.60	6600-31100-403660	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	40.00	6600-31100-403824	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	21.09	6700-31410-402190	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	59.99	6700-31410-402190	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	65.18	6700-31410-402190	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	-50.74	6700-31410-402190	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	34.07	6700-31410-402190	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	34.61	6700-31410-402190	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	270.00	6700-31410-402190	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	91.73	6700-31410-402190	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	35.31	6700-31410-402190	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	52.51	6700-31410-402190	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	86.16	6700-31410-402190	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	1,136.00	6700-31410-403350	PCard Transaction Description: MRO SUPPLIES
04/15/2013	8	U.S. Bank PCards	98.00	6700-31410-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	7.79	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES

04/15/2013	8	U.S. Bank PCards	14.95	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	34.99	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	10.68	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	55.99	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	23.91	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	74.95	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	24.99	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	-5.00	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	29.99	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	26.08	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	13.12	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	24.95	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	59.99	2600-55190-403222	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	399.50	2600-55180-403690	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	1,592.57	2600-55180-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	114.57	0100-16110-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	36.09	0100-16110-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	-28.99	0100-16110-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	160.60	0100-16110-402190	PCard Transaction Description: WHOLESale TRADE

04/15/2013	8	U.S. Bank PCards	1,025.00	0100-16110-403220	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	923.04	0100-16110-403220	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	90.00	0100-16110-403310	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	733.10	0100-16110-403720	PCard Transaction Description: AIRLINE
04/15/2013	8	U.S. Bank PCards	33.00	0100-16110-403720	PCard Transaction Description: AIRLINE
04/15/2013	8	U.S. Bank PCards	-445.00	0100-16110-403821	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	520.00	0100-16110-403821	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	59.50	0100-17500-402110	PCard Transaction Description: EATING/DRINKING
04/15/2013	8	U.S. Bank PCards	59.50	0100-17500-402110	PCard Transaction Description: EATING/DRINKING
04/15/2013	8	U.S. Bank PCards	77.17	0100-17500-403365	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	199.00	0100-17500-403820	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	199.00	0100-17500-403820	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	199.00	0100-17500-403820	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	249.00	0100-17500-403870	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	0.30	0100-43210-402190	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	100.00	0100-43210-402190	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	78.00	0100-43210-402190	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	10.99	0100-51100-402190	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	6.26	0100-51100-403360	PCard Transaction Description: WHOLESALE TRADE

04/15/2013	8	U.S. Bank PCards	74.25	0100-51100-403360	PCard Transaction Description: EATING/DRINKING
04/15/2013	8	U.S. Bank PCards	9.49	0100-51100-403360	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	78.00	0100-51100-403360	PCard Transaction Description: EATING/DRINKING
04/15/2013	8	U.S. Bank PCards	12.98	0100-51120-402190	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	5.59	0100-51120-402190	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	29.68	0100-51120-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	10.98	0100-51120-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	62.88	0100-51120-402260	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	109.00	0100-51120-402260	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	16.50	0100-51120-402260	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	55.00	0100-51120-402260	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	26.25	0100-51120-402260	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	32.50	0100-51120-402260	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	99.95	0100-51120-402260	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	145.93	0100-51120-402290	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	446.10	0100-51120-402290	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	68.85	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	62.33	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	14.47	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	22.00	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	30.29	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	26.25	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE

04/15/2013	8	U.S. Bank PCards	99.98	0100-51120-402290	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	77.98	0100-51120-402290	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	90.79	0100-51120-402290	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	19.06	0100-51120-402290	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	24.87	0100-51120-402290	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	27.16	0100-51120-402290	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	19.44	0100-51120-402290	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	70.11	0100-51120-402290	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	20.52	0100-51120-402290	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	17.88	0100-51120-402290	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	179.22	0100-51120-402290	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	75.43	0100-51120-402290	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	57.00	0100-51120-402290	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	7.42	0100-51120-402290	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	24.72	0100-51120-402290	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	23.12	0100-51120-402290	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	23.12	0100-51120-402290	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	17.71	0100-51120-402290	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	15.60	0100-51120-402290	PCard Transaction Description: VEHICLE EXPENSE

04/15/2013	8	U.S. Bank PCards	24.40	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	377.21	0100-51120-402290	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	30.41	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	1,108.45	0100-51120-402320	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	70.00	0100-51120-402320	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	25.61	0100-51120-402320	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	48.66	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	494.10	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	8.88	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	74.45	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	262.55	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	329.43	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	15.77	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	24.00	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	77.75	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	35.90	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	113.85	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	63.00	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	75.00	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE

04/15/2013	8	U.S. Bank PCards	84.31	0100-51120-402410	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	26.35	0100-51120-402410	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	20.49	0100-51120-402410	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	149.99	0100-51120-402410	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	39.99	0100-51120-402410	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	642.96	0100-51120-402410	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	39.99	0100-51120-402410	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	13.14	0100-51120-402410	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	125.36	0100-51120-402410	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	19.97	0100-51120-402410	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	7.99	0100-51120-402410	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	53.98	0100-51120-402410	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	29.98	0100-51120-402410	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	95.89	0100-51120-402410	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	273.44	0100-51120-402410	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	89.78	0100-51120-402410	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	90.41	0100-51120-402410	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	344.85	0100-51120-402410	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	29.98	0100-51120-402410	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	74.96	0100-51120-402410	PCard Transaction Description: WHOLES SALE TRADE
04/15/2013	8	U.S. Bank PCards	49.99	0100-51120-402410	PCard Transaction Description: VEHICLE EXPENSE

04/15/2013	8	U.S. Bank PCards	48.07	0100-51120-402410	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	112.90	0100-51120-402410	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	15.44	0100-51120-402410	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	52.70	0100-51120-402410	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	31.16	0100-51120-402410	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	189.49	0100-51120-402410	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	125.96	0100-51120-402410	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	7.15	0100-51120-403660	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	815.50	0100-51120-403690	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	-305.85	0100-51120-403690	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	52.27	0100-51120-403823	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	52.27	0100-51120-403823	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	52.27	0100-51120-403823	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	243.67	0100-51120-403990	PCard Transaction Description: BUILDING SERVIC
04/15/2013	8	U.S. Bank PCards	55.08	0100-51120-408199	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	111.47	0100-51120-408199	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	36.00	0100-51120-408199	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	46.17	0100-51120-408199	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	83.90	0100-51140-402120	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	-36.99	0100-51140-402260	PCard Transaction Description: OTHER

04/15/2013	8	U.S. Bank PCards	36.99	0100-51140-402260	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	89.98	0100-51140-402260	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	369.98	0100-51140-402290	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	370.00	0100-51140-402290	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	17.66	0100-51140-402290	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	109.46	0100-51140-402290	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	44.94	0100-51140-402290	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	122.94	0100-51140-402330	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	60.00	0100-51140-403360	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	13.00	0100-51140-403360	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	10.98	0100-51210-402190	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	15.00	0100-51210-403665	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	222.40	0100-51210-408199	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	76.00	0100-51210-408199	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	38.22	0100-51240-402250	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	140.84	0100-51240-402250	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	39.00	0100-51240-402250	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	12.69	0100-51240-402250	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	172.80	0100-51250-402250	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	1,572.03	0100-51260-402290	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	1,572.03	0100-51260-402290	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	171.72	0100-51260-402290	PCard Transaction Description: MAIL/TELEPHONE

04/15/2013	8	U.S. Bank PCards	129.28	0100-51270-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	-12.86	0100-51270-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	37.58	0100-51270-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	45.88	0100-51270-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	35.40	0100-51270-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	59.99	0100-51270-402290	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	60.00	0100-51270-402290	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	532.06	0100-51270-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	182.08	0100-51270-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	46.00	0100-51400-403110	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	11.99	0100-51410-402450	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	99.99	0100-51420-402260	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	300.47	0100-51420-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	6.15	0100-51420-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	68.10	0100-51420-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	19.56	0100-51420-402290	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	50.50	0100-51420-402290	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	11.07	0100-51420-402330	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	14.58	0100-51420-402330	PCard Transaction Description: WHOLESale TRADE

04/15/2013	8	U.S. Bank PCards	65.52	0100-51420-402330	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	164.40	0100-51420-402390	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	24.99	0100-51420-402410	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	36.94	0100-51420-402410	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	19.98	0100-51420-402410	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	115.21	0100-51420-402530	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	255.00	1500-21110-401170	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	156.04	1500-21110-403110	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	95.00	1500-21110-403170	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	95.00	1500-21110-403170	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	95.00	1500-21110-403170	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	95.00	1500-21110-403170	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	95.00	1500-21110-403170	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	95.00	1500-21110-403170	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	63.00	1500-21110-403574	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	5.50	1500-21120-402120	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	94.80	1500-21120-402220	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	1,294.74	1500-21120-402260	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	792.50	1500-21120-402261	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	73.61	1500-21120-402290	PCard Transaction Description: WHOLESAL TRADE

04/15/2013	8	U.S. Bank PCards	54.98	1500-21120-402290	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	304.45	1500-21120-402320	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	9.10	1500-21120-402320	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	56.90	1500-21120-402440	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	463.39	1500-21120-402440	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	21.50	1500-21120-402450	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	55.02	1500-21120-402450	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	38.28	1500-21120-402450	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	40.95	1500-21120-402450	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	895.10	1500-21120-403590	PCard Transaction Description: AIRLINE
04/15/2013	8	U.S. Bank PCards	47.87	1500-21150-402285	PCard Transaction Description: MAIL/TELEPHONE
04/15/2013	8	U.S. Bank PCards	47.59	1500-21150-402285	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	41.95	1500-21150-402285	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	34.95	1500-21150-402290	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	94.09	1500-21150-403822	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	145.95	1500-21200-402120	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	145.95	1500-21200-402120	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	200.00	1500-21200-402120	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	27.75	1500-21200-402120	PCard Transaction Description: EATING/DRINKING
04/15/2013	8	U.S. Bank PCards	71.93	1500-21200-402120	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	20.34	1500-21200-402290	PCard Transaction Description: WHOLESAL TRADE

04/15/2013	8	U.S. Bank PCards	611.64	1500-21200-402290	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	49.96	1500-21200-402610	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	15.79	1500-21200-402610	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	191.90	1500-21200-402610	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	55.45	1500-21200-402610	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	120.00	1500-21200-402610	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	4,496.00	1500-21200-402610	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	228.50	1500-21200-407910	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	21.14	1500-21400-402280	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	234.80	1500-21400-402280	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	99.68	1500-21400-403822	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	99.68	1500-21400-403822	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	240.00	1500-21400-403822	PCard Transaction Description: EATING/DRINKING
04/15/2013	8	U.S. Bank PCards	48.00	1500-21400-403822	PCard Transaction Description: EATING/DRINKING
04/15/2013	8	U.S. Bank PCards	74.00	1500-21400-403822	PCard Transaction Description: EATING/DRINKING
04/15/2013	8	U.S. Bank PCards	50.39	1500-21400-403822	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	50.39	1500-21400-403822	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	36.00	1500-21400-403822	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	36.00	1500-21400-403822	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	109.99	1500-21500-402120	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	725.40	1500-21500-402120	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	398.97	1500-21500-402190	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	197.98	1500-21500-402190	PCard Transaction Description: WHOLESALE TRADE

04/15/2013	8	U.S. Bank PCards	505.98	1500-21500-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	19.99	1500-21500-402190	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	249.43	1500-21500-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	138.90	1500-21500-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	180.03	1500-21500-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	142.38	1500-21500-402190	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	612.47	1500-21500-402271	PCard Transaction Description: MAIL/TELEPHONE
04/15/2013	8	U.S. Bank PCards	147.44	1500-21500-402271	PCard Transaction Description: MAIL/TELEPHONE
04/15/2013	8	U.S. Bank PCards	278.70	1500-21500-402925	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	7.34	1500-21700-402190	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	146.94	1500-21700-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	520.02	1500-21710-402220	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	173.34	1500-21710-402220	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	139.28	1500-21710-402230	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	51.25	1500-21720-402320	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	89.23	1500-22210-403920	PCard Transaction Description: EATING/DRINKING
04/15/2013	8	U.S. Bank PCards	20.60	1500-22230-402610	PCard Transaction Description: MRO SUPPLIES
04/15/2013	8	U.S. Bank PCards	140.00	1500-22230-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	60.00	1500-22230-403350	PCard Transaction Description: BUSINESS EXPENS

04/15/2013	8	U.S. Bank PCards	60.00	1500-22230-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	60.00	1500-22230-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	150.00	1500-22230-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	75.00	1500-22230-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	60.00	1500-22230-403824	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	60.00	1500-22230-403824	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	60.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	60.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	60.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	60.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS

04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	60.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	60.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	60.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	60.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS

04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	60.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	60.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	60.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	30.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	60.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	60.00	1500-22240-403350	PCard Transaction Description: BUSINESS EXPENS





04/15/2013	8	U.S. Bank PCards	20.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	15.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	15.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	20.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	15.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	15.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	15.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	15.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	15.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	15.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	20.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	15.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	15.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	15.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	15.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	20.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	20.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	15.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES

04/15/2013	8	U.S. Bank PCards	15.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	15.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	20.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	15.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	15.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	20.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	15.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	15.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	15.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	15.00	1500-22240-403350	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	111.95	1500-22250-402410	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	20.48	1500-22250-402450	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	49.00	1500-22260-402120	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	6.01	1500-22260-402320	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	18.46	1500-22260-402320	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	100.16	1500-22260-402320	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	6.14	1500-22260-402360	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	393.99	1500-22270-402290	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	103.00	1500-22290-402925	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	47.25	1500-22290-402925	PCard Transaction Description: BUSINESS EXPENS

04/15/2013	8	U.S. Bank PCards	154.71	2090-44510-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	21.16	2090-44510-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	38.97	2090-44510-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	8.99	2090-44510-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	128.68	2090-44510-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	20.38	2090-44510-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	19.66	2090-44510-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	-2.88	2090-44510-403822	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	-2.88	2090-44510-403822	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	-3.60	2090-44510-403822	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	-2.88	2090-44510-403824	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	845.20	2110-31320-402260	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	811.20	2110-31320-402260	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	442.75	2110-31320-402290	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	65.27	2110-31320-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	67.37	2110-31320-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	44.94	2110-31320-402290	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	175.61	2110-31320-402320	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	33.00	2110-31320-402320	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	65.24	2110-31320-402320	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	192.00	2110-31320-402320	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	60.00	2110-31320-402320	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	192.00	2110-31320-402320	PCard Transaction Description: OTHER

04/15/2013	8	U.S. Bank PCards	40.00	2110-31320-402320	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	25.62	2110-31320-402320	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	337.42	2110-31320-402420	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	119.75	2110-31320-402420	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	14.17	2110-31320-402430	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	52.41	2110-31320-402430	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	69.20	2110-31320-402430	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	464.49	2110-31320-402430	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	43.71	2110-31320-402430	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	295.72	2110-31320-402431	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	28.00	2110-31320-402431	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	36.86	2110-31320-403110	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	142.00	2110-31320-403350	PCard Transaction Description: MRO SUPPLIES
04/15/2013	8	U.S. Bank PCards	32.48	2110-31320-403410	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	100.76	2110-31320-403650	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	83.39	2110-31320-403650	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	260.00	2110-31320-403824	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	334.80	2110-31320-404310	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	75.98	2400-43010-402190	PCard Transaction Description: WHOLESale TRADE
04/15/2013	8	U.S. Bank PCards	47.25	2400-43010-403110	PCard Transaction Description: OFFICE SUPPLIES

04/15/2013	8	U.S. Bank PCards	45.00	2400-43010-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	45.93	2400-43010-403722	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	42.56	2400-43010-403722	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	89.81	2400-43010-403722	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	49.99	2400-43010-403824	PCard Transaction Description: MRO SUPPLIES
04/15/2013	8	U.S. Bank PCards	85.00	2400-43010-403824	PCard Transaction Description: EATING/DRINKING
04/15/2013	8	U.S. Bank PCards	114.76	2400-43010-403824	PCard Transaction Description: EATING/DRINKING
04/15/2013	8	U.S. Bank PCards	15.00	2400-43010-408199	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	65.00	2400-43010-408199	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	89.91	2400-43010-408199	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	628.62	2450-12570-403824	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	242.20	2470-12670-402190	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	669.98	2480-12620-402190	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	649.07	2480-12620-403824	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	628.62	2480-12620-403824	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	25.00	2480-12620-403824	PCard Transaction Description: AIRLINE
04/15/2013	8	U.S. Bank PCards	50.00	2480-12620-403824	PCard Transaction Description: AIRLINE
04/15/2013	8	U.S. Bank PCards	25.00	2480-12620-403824	PCard Transaction Description: AIRLINE
04/15/2013	8	U.S. Bank PCards	343.02	2510-21270-403822	PCard Transaction Description: RENTAL CARS
04/15/2013	8	U.S. Bank PCards	-167.94	2510-21270-403822	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	56.00	2510-21270-403822	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	50.39	2510-21270-403822	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	275.00	2510-21270-403822	PCard Transaction Description: BUSINESS EXPENS

04/15/2013	8	U.S. Bank PCards	580.98	2510-21270-403822	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	51.97	2510-21870-402190	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	0.99	2510-21870-402190	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	16.97	2510-21870-402190	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	34.99	2510-21870-402190	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	12.99	2510-21870-402190	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	911.64	2510-21870-402190	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	73.70	2550-21420-402290	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	94.09	2550-21430-403822	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	94.09	2550-21430-403822	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	60.00	2550-21430-403822	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	56.80	2550-21430-403822	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	600.00	2580-21280-403824	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	600.00	2580-21280-403824	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	600.00	2580-21280-403824	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	600.00	2580-21280-403824	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	600.00	2580-21280-403824	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	240.00	2600-55110-403350	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	108.00	2600-55110-403360	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	108.00	2600-55110-403360	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	171.75	2600-55110-403360	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	191.00	2600-55110-403824	PCard Transaction Description: BUSINESS EXPENS

04/15/2013	8	U.S. Bank PCards	660.00	2600-55110-403824	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	-175.00	2600-55110-403824	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	112.50	2600-55110-407930	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	403.00	2600-55120-402120	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	10.40	2600-55120-402290	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	426.90	2600-55120-402450	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	694.91	2600-55120-402450	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	138.53	2600-55120-403450	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	68.50	2600-55120-403660	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	700.05	2600-55120-403660	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	319.78	2600-55130-402190	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	-16.94	2600-55140-402190	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	60.00	2600-55150-402280	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	15.26	2600-55160-402190	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	12.52	2600-55160-402190	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	15.98	2600-55160-402190	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	146.32	2600-55160-402190	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	16.98	2600-55170-402290	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	575.96	2600-55170-402290	PCard Transaction Description: OFFICE SUPPLIES

04/15/2013	8	U.S. Bank PCards	307.92	2600-55180-402120	PCard Transaction Description: MAIL/TELEPHONE
04/15/2013	8	U.S. Bank PCards	300.00	0100-15120-403821	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	840.00	0100-15120-403350	PCard Transaction Description: MRO SUPPLIES
04/15/2013	8	U.S. Bank PCards	85.37	0100-15120-403210	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	25.82	0100-15120-402190	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	976.04	0100-15120-402190	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	16.17	0100-15120-402190	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	-110.21	0100-15120-402190	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	19.25	0100-15120-402190	PCard Transaction Description: OFFICE SUPPLIES
04/15/2013	8	U.S. Bank PCards	149.92	0100-14110-403325	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	505.00	0100-13140-402190	PCard Transaction Description: WHOLESAL TRADE
04/15/2013	8	U.S. Bank PCards	280.80	0100-13130-403824	PCard Transaction Description: HOTELS
04/15/2013	8	U.S. Bank PCards	38.09	0100-13130-403824	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	52.04	0100-13130-403824	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	32.35	0100-13130-403824	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	36.80	0100-13130-403824	PCard Transaction Description: VEHICLE EXPENSE
04/15/2013	8	U.S. Bank PCards	156.25	0100-13130-403360	PCard Transaction Description: EATING/DRINKING
04/15/2013	8	U.S. Bank PCards	266.65	0100-11000-403210	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	58.08	0100-11000-403210	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	1,274.48	0100-11000-403824	PCard Transaction Description: HOTELS

04/15/2013	8	U.S. Bank PCards	452.50	0100-12120-403390	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	475.13	0100-12120-403390	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	385.00	0100-12120-403390	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	71.00	0100-12130-402290	PCard Transaction Description: EATING/DRINKING
04/15/2013	8	U.S. Bank PCards	84.00	0100-12200-402190	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	71.80	0100-12200-402190	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	832.78	0100-12200-402190	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	555.37	0100-12200-403210	PCard Transaction Description: OFFICE SERVICES
04/15/2013	8	U.S. Bank PCards	40.44	0100-12200-403240	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	56.99	0100-12200-403240	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	13.95	0100-12530-403575	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	30.00	0100-12530-403575	PCard Transaction Description: BUSINESS EXPENS
04/15/2013	8	U.S. Bank PCards	149.32	0100-12530-403575	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	53.85	0100-12530-403575	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	3.99	0100-12530-403575	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	58.28	0100-12530-403575	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	118.00	0100-12530-403575	PCard Transaction Description: EATING/DRINKING
04/15/2013	8	U.S. Bank PCards	29.67	0100-12560-403575	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	55.50	0100-12560-403575	PCard Transaction Description: OTHER
04/15/2013	8	U.S. Bank PCards	252.15	0100-13130-402110	PCard Transaction Description: WHOLESALE TRADE

04/15/2013	8	U.S. Bank PCards	346.31	0100-13130-402110	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	8	U.S. Bank PCards	10.50	0100-13130-402110	PCard Transaction Description: WHOLESALE TRADE
04/15/2013	764900	Homeword, Inc.	8,631.25	2890-65810-407224	CHDO Reimbursement #3 for Pheasant Home
04/15/2013	764945	Montana Municipal Interlocal Authority	27,465.81	6300-17530-407311	Deductible Recovery Invoice for April 2013 #313001
04/15/2013	764908	Ingram Library Services Inc.	11.99	2600-55190-403227	Inv 70882218
04/15/2013	764908	Ingram Library Services Inc.	107.31	2600-55190-403333	Inv 70882219
04/15/2013	764908	Ingram Library Services Inc.	33.04	2600-55190-403226	Inv 70882220
04/15/2013	764908	Ingram Library Services Inc.	19.45	2600-55190-403333	Inv 70882221
04/15/2013	764908	Ingram Library Services Inc.	125.52	2600-55190-403226	Inv 70882222
04/15/2013	764908	Ingram Library Services Inc.	27.88	2600-55190-403227	Inv 70882223
04/15/2013	764908	Ingram Library Services Inc.	43.97	2600-55190-403222	Inv 70882224
04/15/2013	764908	Ingram Library Services Inc.	514.66	2600-55190-403226	Inv 70882224
04/15/2013	764908	Ingram Library Services Inc.	236.33	2600-55190-403227	Inv 70882224
04/15/2013	764908	Ingram Library Services Inc.	28.88	2600-55190-403255	Inv 70882224
04/15/2013	764908	Ingram Library Services Inc.	710.17	2600-55190-403333	Inv 70882224
04/15/2013	764908	Ingram Library Services Inc.	16.49	2600-55190-403334	Inv 70882224
04/15/2013	764908	Ingram Library Services Inc.	15.90	2600-55190-403241	Inv 70882225
04/15/2013	764908	Ingram Library Services Inc.	45.09	2600-55190-403242	Inv 70882226
04/15/2013	764908	Ingram Library Services Inc.	40.17	2600-55190-403226	Inv 70882227
04/15/2013	764908	Ingram Library Services Inc.	30.06	2600-55190-403333	Inv 70882228
04/15/2013	764908	Ingram Library Services Inc.	62.50	2600-55190-403226	Inv 70882229
04/15/2013	764908	Ingram Library Services Inc.	11.20	2600-55190-403255	Inv 70882229
04/15/2013	764908	Ingram Library Services Inc.	185.90	2600-55190-403226	Inv 70882230
04/15/2013	764908	Ingram Library Services Inc.	10.06	2600-55190-403333	Inv 70977665
04/15/2013	764908	Ingram Library Services Inc.	24.75	2600-55190-403222	Inv 70977666
04/15/2013	764908	Ingram Library Services Inc.	15.34	2600-55190-403227	Inv 70977666
04/15/2013	764908	Ingram Library Services Inc.	9.00	2600-55190-403227	Inv 70977667
04/15/2013	764908	Ingram Library Services Inc.	27.79	2600-55190-403333	Inv 70977667
04/15/2013	764908	Ingram Library Services Inc.	50.28	2600-55190-403226	Inv 70977668
04/15/2013	764908	Ingram Library Services Inc.	15.33	2600-55190-403227	Inv 70977669
04/15/2013	764908	Ingram Library Services Inc.	20.04	2600-55190-403333	Inv 70977669
04/15/2013	764908	Ingram Library Services Inc.	21.06	2600-55190-403333	Inv 70977670
04/15/2013	764908	Ingram Library Services Inc.	36.83	2600-55190-403222	Inv 70977671
04/15/2013	764908	Ingram Library Services Inc.	165.26	2600-55190-403226	Inv 70977671

04/15/2013	764908	Ingram Library Services Inc.	448.86	2600-55190-403227	Inv 70977671
04/15/2013	764908	Ingram Library Services Inc.	27.40	2600-55190-403255	Inv 70977671
04/15/2013	764908	Ingram Library Services Inc.	171.59	2600-55190-403333	Inv 70977671
04/15/2013	764908	Ingram Library Services Inc.	14.97	2600-55190-403227	Inv 70977672
04/15/2013	764908	Ingram Library Services Inc.	70.79	2600-55190-403242	Inv 70977673
04/15/2013	764908	Ingram Library Services Inc.	15.90	2600-55190-403226	Inv 70977674
04/15/2013	764908	Ingram Library Services Inc.	32.98	2600-55190-403226	Inv 70977675
04/15/2013	764908	Ingram Library Services Inc.	72.68	2600-55190-403227	Inv 70977675
04/15/2013	764908	Ingram Library Services Inc.	37.69	2600-55190-403333	Inv 70977676
04/15/2013	764908	Ingram Library Services Inc.	48.05	2600-55190-403226	Inv 70977677
04/15/2013	764908	Ingram Library Services Inc.	90.00	2600-55190-403383	Inv 70977678
04/15/2013	764908	Ingram Library Services Inc.	90.00	2600-55190-403226	Inv 70977679
04/15/2013	764997	St Vincent Occupational Health	1,675.00	0100-17500-403572	On Site/Drug Test/DOT Physicals
04/15/2013	764997	St Vincent Occupational Health	297.06	1500-21120-403510	On Site/Drug Test/DOT Physicals
04/15/2013	764997	St Vincent Occupational Health	70.00	1500-22290-403510	On Site/Drug Test/DOT Physicals
04/15/2013	764997	St Vincent Occupational Health	185.00	2110-31320-403510	On Site/Drug Test/DOT Physicals
04/15/2013	764997	St Vincent Occupational Health	40.00	5020-74000-403510	On Site/Drug Test/DOT Physicals
04/15/2013	764997	St Vincent Occupational Health	11.25	5020-74000-403510	On Site/Drug Test/DOT Physicals
04/15/2013	764997	St Vincent Occupational Health	3.75	5120-84000-403510	On Site/Drug Test/DOT Physicals
04/15/2013	764997	St Vincent Occupational Health	210.00	5410-31210-403510	On Site/Drug Test/DOT Physicals
04/15/2013	764997	St Vincent Occupational Health	280.00	5610-71130-403510	On Site/Drug Test/DOT Physicals
04/15/2013	764997	St Vincent Occupational Health	480.00	6270-17520-405160	On Site/Drug Test/DOT Physicals
04/15/2013	765002	Sunset Excavation	10,048.50	5050-75150-403671	Water Service Repair List 11.30.12
04/15/2013	765002	Sunset Excavation	1,930.50	5050-75150-403671	Additional repair at 4202 Mitchell Ave
04/15/2013	764859	Donaldson Construction and Roofing	19,117.14	5020-74000-402450	Water Treatment Facility Roof Repair;
04/15/2013	764888	Government Leasing and Finance, Inc	32,470.62	5620-71200-406100	April 2013 Energy Improvement Loan
04/15/2013	764888	Government Leasing and Finance, Inc	32,004.38	5620-71200-406200	April 2013 Energy Improvement Loan
04/15/2013	764960	NorthWestern Energy	158.96	5120-85000-403410	62nd St W at Ironwood Sub
04/15/2013	764960	NorthWestern Energy	2,008.63	5020-74000-403410	5809 Canyon Wood Dr #Temp
04/15/2013	764960	NorthWestern Energy	304.74	5020-74000-403410	805 Constitution Ave
04/15/2013	764960	NorthWestern Energy	439.86	5020-74000-403410	1699 High Sierra Blvd
04/15/2013	764888	Government Leasing and Finance, Inc	14,224.46	5210-00000-234000	Lighting upgrade contract payment April 2013
04/15/2013	764888	Government Leasing and Finance, Inc	4,593.94	5210-15910-406200	Lighting upgrade contract payment April 2013. Interest breakdown
04/15/2013	764888	Government Leasing and Finance, Inc	5,453.24	5210-15920-406200	Lighting upgrade contract payment April 2013. Interest breakdown

04/15/2013	764888	Government Leasing and Finance, Inc	2,638.01	5210-15930-406200	Lighting upgrade contract payment April 2013. Interest breakdown
04/15/2013	764946	Montana Municipal Interlocal Authority	333,268.95	9000-00000-209941	Workers' comp for January - March 2013
04/15/2013	764902	House Of Clean	3,496.73	5120-84000-402220	Boiler chemicals
04/15/2013	764986	Rimrock Foundation	4,732.05	2460-12530-403590	Drug Court.March 2013
04/15/2013	764843	Civicplus	4,362.00	6200-19110-403552	Quarterly Fee April June 2013
04/15/2013	764863	Downtown Billings BID, Inc.	25,000.00	2030-15130-403547	FY 2013 contribution to Safe Zone fund.
04/15/2013	764996	Springsted	235.00	3110-15300-403590	2012 continuing disclosure services
04/15/2013	764996	Springsted	235.00	3130-15300-403590	2012 continuing disclosure services
04/15/2013	764996	Springsted	235.00	3140-15300-403590	2012 continuing disclosure services
04/15/2013	764996	Springsted	235.00	3040-15320-403590	2012 continuing disclosure services
04/15/2013	764996	Springsted	235.00	5610-71100-403590	2012 continuing disclosure services
04/15/2013	764996	Springsted	235.00	4060-71190-403590	2012 continuing disclosure services
04/15/2013	764996	Springsted	1,655.00	2300-15820-403590	2012 continuing disclosure services
04/15/2013	764996	Springsted	235.00	3360-15330-403590	2012 continuing disclosure services
04/15/2013	764864	Downtown Billings Partnership, Inc.	900.00	2030-15130-403547	billboard rental
04/15/2013	764864	Downtown Billings Partnership, Inc.	9,760.02	2030-15130-409224	reimbursement for Northern valet parking lot to prepare it for use.
04/15/2013	764963	One Eighty Communications	40.60	5610-71100-403450	Airport 2948370 Airport Alarm
04/15/2013	764963	One Eighty Communications	3,849.51	6060-19310-403450	Main Bill Acct 00001906
04/15/2013	764963	One Eighty Communications	195.67	6060-19310-403450	Main Bill T-1 Account 00018768
04/15/2013	764963	One Eighty Communications	39.00	1500-21110-403450	CPC line 247-8592 Account 00018768
04/15/2013	764963	One Eighty Communications	46.00	0100-51120-403450	Dehler Park line 867-7275
04/15/2013	764963	One Eighty Communications	326.56	6600-31100-403450	Depot 60% 6700 31410 403450 Depot 40% 6600 31100 403450
04/15/2013	764963	One Eighty Communications	489.86	6700-31410-403450	Depot 60% 6700 31410 403450 Depot 40% 6600 31100 403450
04/15/2013	764963	One Eighty Communications	259.00	2600-55180-403590	Library Internet Connection
04/15/2013	764963	One Eighty Communications	79.95	6200-19110-403452	IT Internet Connection
04/15/2013	764963	One Eighty Communications	2.50	1500-22250-403450	Comm Center Long Distance Charges
04/15/2013	765009	Town & Country Supply Association	29,731.34	6010-00000-141000	96862 PO NUM 292344
04/15/2013	764808	Archie Cochrane	333.59	1500-21120-402320	5099618
04/15/2013	764808	Archie Cochrane	4.00	1500-21120-402320	5099767
04/15/2013	764960	NorthWestern Energy	177.30	5020-74000-403410	11422532
04/15/2013	764960	NorthWestern Energy	57.35	0100-51120-403410	11914041
04/15/2013	764909	Integra Telecom Holding Inc	44,795.00	2030-15130-409224	utility relocation agreement to relocate and bury fiber optic cable

04/15/2013	764839	Carmike Cinemas	3,010.00	0100-17500-403365	Discounted movie tickets
04/15/2013	764844	Code 3 LLC	7,996.80	1500-21120-402261	This is an order per attached quote #1330. Please ship to Billings Police Department, Attn: Mark Balter, 220 North 27th Street, Billings, MT 59101.
04/15/2013	764960	NorthWestern Energy	7.82	8720-51980-403410	10458131
04/15/2013	764826	Billings Gazette	875.00	0100-14110-403310	Finance- Online Banner, Landfill, City link
04/15/2013	764826	Billings Gazette	3,681.00	0100-14110-403939	Finance- Online Banner, Landfill, City link
04/15/2013	764826	Billings Gazette	250.00	5410-31220-403370	Finance- Online Banner, Landfill, City link
04/15/2013	764826	Billings Gazette	-150.00	5410-31220-403370	Finance- Online Banner, Landfill, City link
04/15/2013	764826	Billings Gazette	636.00	2600-55110-403360	Parmly Library
04/15/2013	764826	Billings Gazette	915.60	0100-17500-403370	Human Resources
04/15/2013	764936	Mes-Nw	246.38	1500-22240-402260	00386175: EZ FLIPS, EDGE BEADING KITS 2/15/2013
04/15/2013	764936	Mes-Nw	246.38	1500-22290-402640	00386175: EZ FLIPS, EDGE BEADING KITS 2/15/2013
04/15/2013	764936	Mes-Nw	24.37	1500-22290-402290	00342082: PACKING PREFORM (SCBA) 9/7/2012
04/15/2013	764936	Mes-Nw	6.60	1500-22290-402290	00344145: PACKING, PREFORMED (SCBA) 9/14/2013
04/15/2013	764800	A & I Distributors	1,390.36	6010-00000-141000	2294821 PO NUM 291471
04/15/2013	764800	A & I Distributors	811.07	5610-71130-402310	Invoice #2296716. Equipment Oil
04/15/2013	764800	A & I Distributors	323.95	6010-00000-141000	2299083 PO NUM 291471
04/15/2013	764800	A & I Distributors	5,741.91	6010-00000-141000	2299083 PO NUM 291471
04/15/2013	764800	A & I Distributors	20.28	6010-00000-141000	2299083 PO NUM 291471
04/15/2013	764800	A & I Distributors	33.16	1500-21120-402320	2299083
04/15/2013	764800	A & I Distributors	33.16	2110-31320-402320	2299083
04/15/2013	764800	A & I Distributors	33.62	5410-31220-402320	2299083
04/15/2013	764800	A & I Distributors	109.45	5710-71440-402320	2300418
04/15/2013	764855	Dell Computer L P	5,211.92	5120-84000-402925	(4) Dell OptiPlex 7010
04/15/2013	764855	Dell Computer L P	1,391.19	5120-84000-402925	(1) Dell OptiPlex 7010
04/15/2013	764855	Dell Computer L P	139.99	2480-12620-402290	(1) Dell Docking Station (Drug Court)

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013  
**TITLE:** Payment of Claims April 22, 2013.  
**PRESENTED BY:** Pat M. Weber, Financial Director  
**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$916,629.22 have been audited and are presented for Council approval for payment. A complete listing of the claims dated April 22, 2013 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**

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**Attachments**

List of claims greater than \$2500.

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**AP Report >\$2,500 for 04/22/2013**

Check Date	Check	Name	Amount	Account	Item Desc
04/22/2013	765036	American Title & Escrow	25,100.00	2980-65550-407275	REHAB-ARNETT-3912 3RD AVE SOUTH
04/22/2013	765037	American Title & Escrow	13,080.69	2980-65550-407275	REHAB-WESTBY-4150 MORGAN
04/22/2013	765038	American Title & Escrow	10,000.00	2810-65810-407277	FTHB Jesse Moore 943 Yorkshire Court East
04/22/2013	765042	Applied Industrial Technologies	3,513.00	5020-74000-402320	NONSTOCKING ITEMS-P.U.D.
04/22/2013	765049	Big Sky Linen & Uniform	368.31	5020-73120-402260	Uniforms
04/22/2013	765049	Big Sky Linen & Uniform	57.69	5020-73140-402260	Uniforms
04/22/2013	765049	Big Sky Linen & Uniform	17.75	5120-83140-402260	Uniforms
04/22/2013	765049	Big Sky Linen & Uniform	488.25	5020-75000-402260	Uniforms
04/22/2013	765049	Big Sky Linen & Uniform	325.50	5120-85000-402260	Uniforms
04/22/2013	765049	Big Sky Linen & Uniform	636.00	5020-74000-402260	Uniforms
04/22/2013	765049	Big Sky Linen & Uniform	495.00	5120-84000-402260	Uniforms
04/22/2013	765049	Big Sky Linen & Uniform	96.44	5020-74000-402260	Uniforms
04/22/2013	765049	Big Sky Linen & Uniform	96.44	5120-84000-402260	Uniforms
04/22/2013	765052	Billings Community Cable	25,000.00	0100-14110-407266	Quarterly Disbursement 4/2013
04/22/2013	765052	Billings Community Cable	300.00	0100-14110-407265	Work Session Broadcasts January - March 2013
04/22/2013	765057	Billings Tourism	14,168.00	7790-15760-407679	Paid May 2012, disbursed April 2013
04/22/2013	765059	Border States Electric	73.51	6700-31410-402450	Batteries for emergency lights
04/22/2013	765059	Border States Electric	49.01	6600-31100-402450	Batteries for emergency lights
04/22/2013	765059	Border States Electric	19.92	5020-74000-402360	Battery backup units - freight
04/22/2013	765059	Border States Electric	891.75	5120-84000-402360	Ethernet card repair
04/22/2013	765059	Border States Electric	40.60	2110-00000-141318	STREET LIGHTS PO NUM 291473
04/22/2013	765059	Border States Electric	428.62	2110-00000-141318	STREET LIGHTS PO NUM 291473
04/22/2013	765059	Border States Electric	96.45	2110-00000-141318	STREET LIGHTS PO NUM 291473
04/22/2013	765059	Border States Electric	51.10	2110-31320-402430	MISC SERVICES
04/22/2013	765059	Border States Electric	64.32	5020-74000-402360	Photot controls for lighting
04/22/2013	765059	Border States Electric	24.07	5020-74000-402360	Splicer pouch knife scissors
04/22/2013	765059	Border States Electric	24.07	5120-84000-402360	Splicer pouch knife scissors
04/22/2013	765059	Border States Electric	203.39	5120-84000-402360	Rehberg Blowers
04/22/2013	765059	Border States Electric	149.00	5020-74000-402360	NEC Code Handbook
04/22/2013	765059	Border States Electric	149.00	5120-84000-402360	NEC Code Handbook
04/22/2013	765059	Border States Electric	168.72	5020-73120-402410	Long zip ties
04/22/2013	765059	Border States Electric	156.33	5120-84000-402360	Parts for VFD proj in secondary digester

04/22/2013	765059	Border States Electric	476.04	5120-84000-402360	Sludge pump VFD project
04/22/2013	765059	Border States Electric	39.64	5120-84000-402360	Parts for sludge pump VFD project
04/22/2013	765059	Border States Electric	474.90	5120-84000-402360	Bulbs for outside lighting
04/22/2013	765059	Border States Electric	150.20	5120-84000-402360	Fuses and fuse blocks for line reactors
04/22/2013	765059	Border States Electric	17.48	5020-74000-402410	Voltmeter case replacement
04/22/2013	765059	Border States Electric	17.47	5120-84000-402410	Voltmeter case replacement
04/22/2013	765059	Border States Electric	42.78	5120-84000-402360	VFD project in secondary digester sludge pumps
04/22/2013	765059	Border States Electric	140.51	5120-84000-402360	Temp and pressure sensor at Rehberg lagoons
04/22/2013	765059	Border States Electric	443.04	5020-74000-402360	Software/cable variable speed drives
04/22/2013	765059	Border States Electric	443.04	5120-84000-402360	Software/cable variable speed drives
04/22/2013	765059	Border States Electric	316.80	5120-84000-402360	Cables for rap drives
04/22/2013	765059	Border States Electric	-10.43	5120-84000-402360	Duplicate payment
04/22/2013	765059	Border States Electric	53.08	2110-00000-141318	STREET LIGHTS PO NUM 291473
04/22/2013	765059	Border States Electric	29.02	2110-31320-402430	shield bond connector/cleaner for grounding interconnect on signals
04/22/2013	765059	Border States Electric	452.94	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292112
04/22/2013	765059	Border States Electric	2,488.00	2110-00000-141318	STREET LIGHTS PO NUM 291473
04/22/2013	765059	Border States Electric	2,881.80	2110-00000-141318	STREET LIGHTS PO NUM 291473
04/22/2013	765059	Border States Electric	1,757.20	2110-00000-141318	STREET LIGHTS PO NUM 291473
04/22/2013	765059	Border States Electric	1,955.00	2110-00000-141318	STREET LIGHTS PO NUM 291473
04/22/2013	765069	Carquest Auto Parts	69.10	5120-84000-402320	NONSTOCKING ITEMS-P.U.D.
04/22/2013	765069	Carquest Auto Parts	51.84	5020-74000-402320	NONSTOCKING ITEMS-P.U.D.
04/22/2013	765069	Carquest Auto Parts	106.23	5020-74000-402320	NONSTOCKING ITEMS-P.U.D.
04/22/2013	765069	Carquest Auto Parts	7.18	5020-74000-402320	NONSTOCKING ITEMS-P.U.D.
04/22/2013	765069	Carquest Auto Parts	0.73	5120-84000-402450	funnel
04/22/2013	765069	Carquest Auto Parts	39.93	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292019
04/22/2013	765069	Carquest Auto Parts	4.15	2110-31320-402320	1910-274341
04/22/2013	765069	Carquest Auto Parts	26.56	2110-31320-402320	1910-274341
04/22/2013	765069	Carquest Auto Parts	46.27	1500-21120-402320	1910-274639
04/22/2013	765069	Carquest Auto Parts	10.23	1500-21120-402320	1910-274742
04/22/2013	765069	Carquest Auto Parts	6.10	1500-21120-402320	1910-274810
04/22/2013	765069	Carquest Auto Parts	33.92	6010-15530-402320	1910-274838
04/22/2013	765069	Carquest Auto Parts	5.08	2110-31320-402320	1910-274927
04/22/2013	765069	Carquest Auto Parts	56.91	2110-31320-402320	1910-275118

04/22/2013	765069	Carquest Auto Parts	19.30	1500-21120-402320	1910-275179
04/22/2013	765069	Carquest Auto Parts	43.98	1500-21120-402320	1910-275286
04/22/2013	765069	Carquest Auto Parts	16.37	5410-31220-402320	1910-275286
04/22/2013	765069	Carquest Auto Parts	8.80	1500-21120-402320	1910-275330
04/22/2013	765069	Carquest Auto Parts	46.16	2110-31320-402320	1910-275493
04/22/2013	765069	Carquest Auto Parts	48.50	6700-31410-402320	1910-276071
04/22/2013	765069	Carquest Auto Parts	32.35	6700-31410-402320	1910-276071
04/22/2013	765069	Carquest Auto Parts	37.57	5410-31230-402320	1910-276085
04/22/2013	765069	Carquest Auto Parts	20.07	5120-84000-402320	1910-276194
04/22/2013	765069	Carquest Auto Parts	24.79	5410-31230-402320	1910-276237
04/22/2013	765069	Carquest Auto Parts	14.95	5410-31220-402320	1910-276265
04/22/2013	765069	Carquest Auto Parts	14.95	6010-15530-402650	1910-276265
04/22/2013	765069	Carquest Auto Parts	123.22	5120-84000-402320	NONSTOCKING ITEMS-P.U.D.
04/22/2013	765069	Carquest Auto Parts	25.42	5020-75000-402320	NONSTOCKING ITEMS-P.U.D.
04/22/2013	765069	Carquest Auto Parts	2.29	6010-00000-141000	1910-276659 PO NUM 291474
04/22/2013	765069	Carquest Auto Parts	23.25	6010-00000-141000	1910-276659 PO NUM 291474
04/22/2013	765069	Carquest Auto Parts	15.47	5410-31230-402320	1910-274591
04/22/2013	765069	Carquest Auto Parts	4.23	2110-31320-402320	1910-276328
04/22/2013	765069	Carquest Auto Parts	26.40	5410-31220-402320	1910-276328
04/22/2013	765069	Carquest Auto Parts	39.60	5410-31220-402320	1910-276378
04/22/2013	765069	Carquest Auto Parts	92.02	1500-21120-402320	1910-276496
04/22/2013	765069	Carquest Auto Parts	14.15	5410-31220-402320	1910-276563
04/22/2013	765069	Carquest Auto Parts	14.95	5410-31230-402320	1910-276564
04/22/2013	765069	Carquest Auto Parts	104.69	1500-21120-402320	1910-276619
04/22/2013	765069	Carquest Auto Parts	8.54	5410-31230-402320	1910-276634
04/22/2013	765069	Carquest Auto Parts	4.45	2110-31320-402320	1910-276659
04/22/2013	765069	Carquest Auto Parts	5.05	1500-21720-402320	1910-276732
04/22/2013	765069	Carquest Auto Parts	68.47	1500-21120-402320	368798
04/22/2013	765069	Carquest Auto Parts	8.62	5120-84000-402450	Grit auger in headworks
04/22/2013	765069	Carquest Auto Parts	15.03	5020-74000-402410	Tools for calibrations
04/22/2013	765069	Carquest Auto Parts	12.32	5020-74000-402410	Tie down straps
04/22/2013	765069	Carquest Auto Parts	12.31	5120-84000-402410	Tie down straps
04/22/2013	765069	Carquest Auto Parts	20.90	6010-00000-141000	1910-274447 PO NUM 291474
04/22/2013	765069	Carquest Auto Parts	33.96	6010-00000-141000	1910-274871 PO NUM 291474
04/22/2013	765069	Carquest Auto Parts	88.00	6010-00000-141000	1910-274981 PO NUM 291474
04/22/2013	765069	Carquest Auto Parts	34.40	6010-00000-141000	1910-274983 PO NUM 291474
04/22/2013	765069	Carquest Auto Parts	9.70	6010-00000-141000	1910-275037 PO NUM 291474

04/22/2013	765069	Carquest Auto Parts	28.56	6010-00000-141000	1910-275055 PO NUM 291474
04/22/2013	765069	Carquest Auto Parts	9.19	6010-00000-141000	1910-275179 PO NUM 291474
04/22/2013	765069	Carquest Auto Parts	28.00	6010-00000-141000	1910-275250 PO NUM 291474
04/22/2013	765069	Carquest Auto Parts	17.59	6010-00000-141000	1910-275286 PO NUM 291474
04/22/2013	765069	Carquest Auto Parts	54.54	6010-00000-141000	1910-275548 PO NUM 291474
04/22/2013	765069	Carquest Auto Parts	24.46	6010-00000-141000	1910-275548 PO NUM 291474
04/22/2013	765069	Carquest Auto Parts	140.72	6010-00000-141000	1910-275876 PO NUM 291474
04/22/2013	765069	Carquest Auto Parts	-8.40	6010-00000-141000	1910-276168 PO NUM 291474
04/22/2013	765069	Carquest Auto Parts	7.69	6010-00000-141000	1910-276233 PO NUM 291474
04/22/2013	765069	Carquest Auto Parts	271.86	6010-00000-141000	1910-276233 PO NUM 291474
04/22/2013	765069	Carquest Auto Parts	26.80	6010-00000-141000	1910-276233 PO NUM 291474
04/22/2013	765069	Carquest Auto Parts	37.35	6010-00000-141000	1910-276265 PO NUM 291474
04/22/2013	765069	Carquest Auto Parts	3.48	6010-00000-141000	1910-276445 PO NUM 291474
04/22/2013	765069	Carquest Auto Parts	55.84	6010-00000-141000	1910-276445 PO NUM 291474
04/22/2013	765069	Carquest Auto Parts	21.44	6010-15530-402320	1910-276805
04/22/2013	765069	Carquest Auto Parts	16.09	5020-75000-402320	1910-276946
04/22/2013	765069	Carquest Auto Parts	24.63	5120-85000-402120	Blow gun for dust removal
04/22/2013	765069	Carquest Auto Parts	10.58	5120-84000-402450	Belt for fume hood in lab
04/22/2013	765069	Carquest Auto Parts	168.45	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292110
04/22/2013	765069	Carquest Auto Parts	5.73	6010-00000-141000	1910-276291 PO NUM 291474
04/22/2013	765072	CDM Smith Inc	17,085.75	5020-72110-403590	Water & Wastewater Rate Study
04/22/2013	765072	CDM Smith Inc	17,085.75	5120-82110-403590	Water & Wastewater Rate Study
04/22/2013	765073	CDW Government Inc	5,210.36	1500-21110-403450	Police Net Motion Maintenance 1 year 100 licenses
04/22/2013	765073	CDW Government Inc	260.52	1500-21110-403450	Animal Control Net Motion Maintenance 1 year 5 licenses
04/22/2013	765073	CDW Government Inc	833.66	1500-22270-403553	Fire Net Motion Maintenance 1 year 16 Licenses
04/22/2013	765073	CDW Government Inc	260.52	6200-19110-405315	IT & Spares Net Motion Maintenance 1 year 5 Licenses
04/22/2013	765073	CDW Government Inc	364.73	2090-44510-403590	Building Net Motion Maintenance 1 year 7 licenses
04/22/2013	765073	CDW Government Inc	104.21	0100-43210-403450	Code Enforcement Net Motion Maintenance 1 year 2 licenses
04/22/2013	765077	Columbine Control Company	2,493.57	5120-84000-402450	Thermal shutoff for Primary Digester

04/22/2013	765077	Columbine Control Company	944.18	5020-00000-141000	WASTEWATER PARTS & SUPPLY PO NUM 292362
04/22/2013	765079	Connor's Garage Door Service	1,325.00	5610-71120-403660	Invoice #2630. Repair damaged entrance door of baggage make-up area damaged by United Airlines
04/22/2013	765079	Connor's Garage Door Service	1,000.00	5610-00000-141000	Invoice #2631. Repairs to detail bay 1 door, QTA parts inventory
04/22/2013	765079	Connor's Garage Door Service	580.00	5610-71190-403660	Invoice #2631. Repairs to detail bay 1 door, QTA parts inventory
04/22/2013	765079	Connor's Garage Door Service	1,055.00	5610-00000-141000	Invoice #2662. Parts/supplies for wash bays overhead doors
04/22/2013	765080	Coopers Consulting LLP	5,799.87	5120-84000-402450	Valve actuator for #2 saturation tank
04/22/2013	765084	Csg Systems Inc	7,412.35	5020-73110-403110	Statement mailings
04/22/2013	765084	Csg Systems Inc	4,941.57	5120-83110-403110	Statement mailings
04/22/2013	765084	Csg Systems Inc	2,851.84	5020-73110-403111	Statement mailings
04/22/2013	765084	Csg Systems Inc	1,901.22	5120-83110-403111	Statement mailings
04/22/2013	765087	Customary Designs Inc	2,907.95	5120-84000-402450	Upgrades to Winkler office space
04/22/2013	765090	Dell Computer L P	9,424.80	1500-21500-402925	(8) Dell OptiPlex 3010 Pc
04/22/2013	765094	Design Balance LLC	2,718.40	2600-55110-403590	Inv 90678768
04/22/2013	765095	Dowl Hkm	129,963.85	8400-31840-409310	WO 10-19 Shiloh Conservation Area Amendment #1
04/22/2013	765096	Downtown Billings BID, Inc.	2,760.33	7800-15750-407680	Paid March, distributed April 2013
04/22/2013	765097	Ebms	1,705.00	6270-17520-403511	May 2013 Fees
04/22/2013	765097	Ebms	18,480.92	6270-17520-403512	May 2013 Fees
04/22/2013	765097	Ebms	42,243.24	6270-17520-403515	May 2013 Fees
04/22/2013	765097	Ebms	3,342.50	6270-17520-403515	May 2013 Fees
04/22/2013	765097	Ebms	3,459.60	6270-17520-405161	May 2013 Fees
04/22/2013	765112	Gcr Cobre Billings Tire Center	16,136.80	5410-31230-402390	service call 2 new tires for scraper unit#243 at landfill
04/22/2013	765124	Iaff	4,320.75	9000-00000-209920	Payroll Summary
04/22/2013	765129	J & J Concrete Inc.	37,212.12	2050-31310-409310	WO 12-04 Accessibility Ramp
04/22/2013	765143	Kusters Zima Corporation	4,800.00	5120-84000-402450	Screen brushes
04/22/2013	765148	LSC Environmental Products LLC	27,933.75	5410-31230-404730	Cover and Fire retardant-THIS IS THE CORRECT ACCOUNT NUMBER
04/22/2013	765149	Mango Languages	7,148.61	2600-55190-403381	Inv L5721
04/22/2013	765161	Montana CSED	4,431.39	9000-00000-209926	Payroll Summary
04/22/2013	765167	Montana State Fireman's Assoc	3,198.16	9000-00000-209924	Payroll Summary

04/22/2013	765170	Motorola	35,316.00	1500-22270-402481	GTR8000: VHF NARROWBAND RADIO REPEATERS (EAST/WEST TOWERS) - 100% FUNDED UNDER GRANT #2010-SS-TO-0089 AWARDED 01/30/2012
04/22/2013	765178	NextX Communications Inc	3,740.00	2600-55180-403690	Inv 1077
04/22/2013	765179	Northwest Pipe Fittings	138.00	5020-73120-402380	Meter parts
04/22/2013	765179	Northwest Pipe Fittings	65.25	5020-74000-402450	Pipework
04/22/2013	765179	Northwest Pipe Fittings	161.52	5020-00000-141000	Systems PO num 292323
04/22/2013	765179	Northwest Pipe Fittings	13,462.98	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292250
04/22/2013	765179	Northwest Pipe Fittings	9.18	2110-31320-403650	pipe clamps for irrigation meter at grand/division
04/22/2013	765179	Northwest Pipe Fittings	27.10	6010-15530-402650	199465
04/22/2013	765179	Northwest Pipe Fittings	125.51	5020-74000-402450	Parts for Christensen Pump Station
04/22/2013	765179	Northwest Pipe Fittings	1,061.46	5020-74000-402450	Pressure relief valve
04/22/2013	765179	Northwest Pipe Fittings	4.36	5120-84000-402410	AHV repair to admin building
04/22/2013	765179	Northwest Pipe Fittings	232.43	5120-84000-402450	Pipe repair on wasp pump
04/22/2013	765179	Northwest Pipe Fittings	70.68	1500-22260-402320	1103506
04/22/2013	765179	Northwest Pipe Fittings	5.35	1500-22260-402320	1103941
04/22/2013	765179	Northwest Pipe Fittings	10.18	5120-84000-402450	Bushing/seal gasket for stock
04/22/2013	765179	Northwest Pipe Fittings	15.05	5020-74000-402450	PVC nipples for mixer building pumps
04/22/2013	765179	Northwest Pipe Fittings	10,355.72	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292070
04/22/2013	765179	Northwest Pipe Fittings	305.62	2110-31320-403650	valves/elbows/nipples/tees/plugs/blades for sprinkler parts on island and ROW
04/22/2013	765179	Northwest Pipe Fittings	62.08	5020-74000-402450	Fittings for #2 CC pump
04/22/2013	765179	Northwest Pipe Fittings	23.81	5020-74000-402450	#2 pump fittings
04/22/2013	765179	Northwest Pipe Fittings	110.84	5020-74000-402450	Fittings for #1 pump Christensen
04/22/2013	765179	Northwest Pipe Fittings	26.90	2110-31320-403650	pipe clamp and slotted green channel for grand/division island irrigation
04/22/2013	765179	Northwest Pipe Fittings	27.66	5020-74000-402450	Parts for #1 pump at Christensen
04/22/2013	765179	Northwest Pipe Fittings	132.96	5020-74000-402450	Christensen PS #2 upgrade parts
04/22/2013	765179	Northwest Pipe Fittings	1,861.85	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292116
04/22/2013	765179	Northwest Pipe Fittings	222.96	5020-00000-141000	SYSTEMS PO NUM 292116
04/22/2013	765179	Northwest Pipe Fittings	11,461.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292160

04/22/2013	765179	Northwest Pipe Fittings	74.40	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292161
04/22/2013	765179	Northwest Pipe Fittings	94.84	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292162
04/22/2013	765179	Northwest Pipe Fittings	320.28	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292169
04/22/2013	765179	Northwest Pipe Fittings	107.28	5020-00000-141000	SYSTEMS PO NUM 292171
04/22/2013	765179	Northwest Pipe Fittings	314.25	5410-31230-402320	unit # 141 water truck at landfill
04/22/2013	765179	Northwest Pipe Fittings	9.09	5120-84000-402450	Pipe fittings for Rehberg pump
04/22/2013	765179	Northwest Pipe Fittings	149.37	5020-75000-404220	Pipe fittings/gate valve/adapters/swivel
04/22/2013	765179	Northwest Pipe Fittings	301.42	5020-74000-402450	Piping for pumps
04/22/2013	765179	Northwest Pipe Fittings	21.10	5020-74000-402450	Closet spud and coupling
04/22/2013	765179	Northwest Pipe Fittings	175.76	5020-74000-402450	Piping for pumps
04/22/2013	765179	Northwest Pipe Fittings	26.84	5120-84000-402360	Parts for blower wiring
04/22/2013	765181	NorthWestern Energy	521.24	8100-31830-403410	SILMD 172 ACCT# 0712611-3
04/22/2013	765181	NorthWestern Energy	1,144.73	8100-31830-403410	SILMD 173 ACCT# 0712612-1
04/22/2013	765181	NorthWestern Energy	961.56	8100-31830-403410	SILMD 174 ACCT# 0712613-9
04/22/2013	765181	NorthWestern Energy	320.52	8100-31830-403410	SILMD 175 ACCT# 0712614-7
04/22/2013	765181	NorthWestern Energy	41.87	8100-31830-403410	SILMD 176 ACCT# 0712615-4
04/22/2013	765181	NorthWestern Energy	249.63	8100-31830-403410	SILMD 178 ACCT# 0712616-2
04/22/2013	765181	NorthWestern Energy	503.68	8100-31830-403410	SILMD 179 ACCT# 0712617-0
04/22/2013	765181	NorthWestern Energy	343.41	8100-31830-403410	SILMD 180 ACCT# 0712618-8
04/22/2013	765181	NorthWestern Energy	1,633.84	8100-31830-403410	SILMD 181 ACCT# 0712619-6
04/22/2013	765181	NorthWestern Energy	503.69	8100-31830-403410	SILMD 182 ACCT# 0712620-4
04/22/2013	765181	NorthWestern Energy	1,144.74	8100-31830-403410	SILMD 183 ACCT# 0712621-2
04/22/2013	765181	NorthWestern Energy	366.31	8100-31830-403410	SILMD 184 ACCT# 0712622-0
04/22/2013	765181	NorthWestern Energy	137.37	8100-31830-403410	SILMD 185 ACCT# 0712623-8
04/22/2013	765181	NorthWestern Energy	590.72	8100-31830-403410	SILMD 186 ACCT# 0712624-6
04/22/2013	765181	NorthWestern Energy	228.95	8100-31830-403410	SILMD 187 ACCT# 0712625-3
04/22/2013	765181	NorthWestern Energy	274.73	8100-31830-403410	SILMD 188 ACCT# 0712626-1
04/22/2013	765181	NorthWestern Energy	228.95	8100-31830-403410	SILMD 189 ACCT# 0712627-9
04/22/2013	765181	NorthWestern Energy	1,190.52	8100-31830-403410	SILMD 190 ACCT# 0712628-7
04/22/2013	765181	NorthWestern Energy	409.05	8100-31830-403410	SILMD 191 ACCT# 0712629-5
04/22/2013	765181	NorthWestern Energy	297.62	8100-31830-403410	SILMD 192 ACCT# 0712630-3
04/22/2013	765181	NorthWestern Energy	732.63	8100-31830-403410	SILMD 193 ACCT# 0712631-1
04/22/2013	765181	NorthWestern Energy	244.44	8100-31830-403410	SILMD 194 ACCT# 0712632-9
04/22/2013	765181	NorthWestern Energy	203.72	8100-31830-403410	SILMD 195 ACCT# 0712633-7

04/22/2013	765181	NorthWestern Energy	65.46	8100-31830-403410	SILMD 196 ACCT# 0712634-5
04/22/2013	765181	NorthWestern Energy	65.46	8100-31830-403410	SILMD 197 ACCT# 0712635-2
04/22/2013	765181	NorthWestern Energy	114.47	8100-31830-403410	SILMD 198 ACCT# 0712636-0
04/22/2013	765181	NorthWestern Energy	69.83	8100-31830-403410	SILMD 200 ACCT# 0712637-8
04/22/2013	765181	NorthWestern Energy	480.78	8100-31830-403410	SILMD 201 ACCT# 0712638-6
04/22/2013	765181	NorthWestern Energy	751.97	8100-31830-403410	SILMD 202 INV# 0712639-4
04/22/2013	765181	NorthWestern Energy	17.46	8100-31830-403410	SILMD 203 ACCT# 0712640-2
04/22/2013	765181	NorthWestern Energy	364.05	8100-31830-403410	SILMD 204 ACCT# 0712641-0
04/22/2013	765181	NorthWestern Energy	33.50	8100-31830-403410	SILMD 205 ACCT# 0712642-8
04/22/2013	765181	NorthWestern Energy	320.52	8100-31830-403410	SILMD 206 ACCT# 0712643-6
04/22/2013	765181	NorthWestern Energy	366.31	8100-31830-403410	SILMD 207 ACCT# 0712644-4
04/22/2013	765181	NorthWestern Energy	302.91	8100-31830-403410	SILMD 208 ACCT# 0712645-1
04/22/2013	765181	NorthWestern Energy	526.57	8100-31830-403410	SILMD 209 ACCT# 0712646-9
04/22/2013	765181	NorthWestern Energy	78.57	8100-31830-403410	SILMD 210 ACCT# 0712647-7
04/22/2013	765181	NorthWestern Energy	43.65	8100-31830-403410	SILMD 211 ACCT# 0712648-5
04/22/2013	765181	NorthWestern Energy	43.65	8100-31830-403410	SILMD 212 ACCT# 0712649-3
04/22/2013	765181	NorthWestern Energy	26.19	8100-31830-403410	SILMD 213 ACCT# 0712650-1
04/22/2013	765181	NorthWestern Energy	458.70	8100-31830-403410	SILMD 214 ACCT# 0712651-9
04/22/2013	765181	NorthWestern Energy	137.37	8100-31830-403410	SILMD 216 ACCT# 0712652-7
04/22/2013	765181	NorthWestern Energy	363.15	8100-31830-403410	SILMD 217 ACCT# 0712653-5
04/22/2013	765181	NorthWestern Energy	234.27	8100-31830-403410	SILMD 220 ACCT# 0712654-3
04/22/2013	765181	NorthWestern Energy	8.38	8100-31830-403410	SILMD 221 ACCT# 0712655-0
04/22/2013	765181	NorthWestern Energy	68.97	8100-31830-403410	SILMD 222 ACCT# 0712656-8
04/22/2013	765181	NorthWestern Energy	104.74	8100-31830-403410	SILMD 223 ACCT# 0712657-6
04/22/2013	765181	NorthWestern Energy	1,758.75	8100-31830-403410	SILMD 224 ACCT# 0712658-4
04/22/2013	765181	NorthWestern Energy	275.46	8100-31830-403410	SILMD 225 ACCT# 0712659-2
04/22/2013	765181	NorthWestern Energy	280.62	8100-31830-403410	SILMD 226 ACCT# 0712660-0
04/22/2013	765181	NorthWestern Energy	567.73	8100-31830-403410	SILMD 227 ACCT# 0712661-8
04/22/2013	765181	NorthWestern Energy	776.75	8100-31830-403410	SILMD 228 ACCT# 0712662-6
04/22/2013	765181	NorthWestern Energy	401.76	8100-31830-403410	SILMD 229 ACCT# 0712663-4
04/22/2013	765181	NorthWestern Energy	937.47	8100-31830-403410	SILMD 230 ACCT# 0712664-2
04/22/2013	765181	NorthWestern Energy	562.47	8100-31830-403410	SILMD 231 ACCT# 0712665-9
04/22/2013	765181	NorthWestern Energy	2,437.39	8100-31830-403410	SILMD 232 ACCT# 0712666-7
04/22/2013	765181	NorthWestern Energy	762.83	8100-31830-403410	SILMD 233 ACCT# 0712667-5
04/22/2013	765181	NorthWestern Energy	449.54	8100-31830-403410	SILMD 234 ACCT# 0712668-3
04/22/2013	765181	NorthWestern Energy	480.14	8100-31830-403410	SILMD 235 ACCT# 0712669-1
04/22/2013	765181	NorthWestern Energy	152.77	8100-31830-403410	SILMD 236 ACCT# 0712670-9

04/22/2013	765181	NorthWestern Energy	389.21	8100-31830-403410	SILMD 237 ACCT# 0712671-7
04/22/2013	765181	NorthWestern Energy	14.34	8100-31830-403410	SILMD 238 ACCT# 0712672-5
04/22/2013	765181	NorthWestern Energy	91.58	8100-31830-403410	SILMD 239 ACCT# 0712673-3
04/22/2013	765181	NorthWestern Energy	366.66	8100-31830-403410	SILMD 240 ACCT# 0712674-1
04/22/2013	765181	NorthWestern Energy	599.87	8100-31830-403410	SILMD 241 ACCT# 0712675-8
04/22/2013	765181	NorthWestern Energy	80.36	8100-31830-403410	SILMD 242 ACCT# 0712676-6
04/22/2013	765181	NorthWestern Energy	107.14	8100-31830-403410	SILMD 244 ACCT# 0712677-4
04/22/2013	765181	NorthWestern Energy	83.21	8100-31830-403410	SILMD 245 ACCT# 0712678-2
04/22/2013	765181	NorthWestern Energy	321.41	8100-31830-403410	SILMD 246 ACCT# 0712679-0
04/22/2013	765181	NorthWestern Energy	1,118.65	8100-31830-403410	SILMD 247 ACCT# 0712680-8
04/22/2013	765181	NorthWestern Energy	2,371.62	8100-31830-403410	SILMD 248 ACCT# 0712681-6
04/22/2013	765181	NorthWestern Energy	2,651.67	8100-31830-403410	SILMD 249 ACCT# 0718734-7
04/22/2013	765181	NorthWestern Energy	8.75	8100-31830-403410	SILMD 250 ACCT# 1301786-8
04/22/2013	765181	NorthWestern Energy	185.78	8100-31830-403410	SILMD 250 ACCT# 0719001-0
04/22/2013	765181	NorthWestern Energy	3,805.84	8100-31830-403410	SILMD 251 ACCT# 0718801-4
04/22/2013	765181	NorthWestern Energy	535.69	8100-31830-403410	SILMD 252 ACCT# 0719162-0
04/22/2013	765181	NorthWestern Energy	1,872.59	8100-31830-403410	SILMD 253 ACCT# 0719644-7
04/22/2013	765181	NorthWestern Energy	137.97	8100-31830-403410	SILMD 254 ACCT# 0719763-5
04/22/2013	765181	NorthWestern Energy	138.68	8100-31830-403410	SILMD 255 ACCT# 0720813-5
04/22/2013	765181	NorthWestern Energy	804.28	8100-31830-403410	SILMD 257 ACCT# 0720360-7
04/22/2013	765181	NorthWestern Energy	2,526.40	8100-31830-403410	SILMD 258 ACCT# 0720606-3
04/22/2013	765181	NorthWestern Energy	8.08	8100-31830-403410	SILMD 259 ACCT# 1301786-8
04/22/2013	765181	NorthWestern Energy	1,243.40	8100-31830-403410	SILMD 259 ACCT# 0720810-1
04/22/2013	765181	NorthWestern Energy	482.13	8100-31830-403410	SILMD 261 ACCT# 0720705-3
04/22/2013	765181	NorthWestern Energy	3,040.23	8100-31830-403410	SILMD 262 ACCT# 0720937-2
04/22/2013	765181	NorthWestern Energy	862.96	8100-31830-403410	SILMD 263 ACCT# 0720716-0
04/22/2013	765181	NorthWestern Energy	150.51	8100-31830-403410	SILMD 264 ACCT# 0721427-3
04/22/2013	765181	NorthWestern Energy	339.12	8100-31830-403410	SILMD 265 ACCT# 0721556-9
04/22/2013	765181	NorthWestern Energy	65.29	8100-31830-403410	SILMD 266 ACCT# 0721684-9
04/22/2013	765181	NorthWestern Energy	71.30	8100-31830-403410	SILMD 269 ACCT# 0833098-7
04/22/2013	765181	NorthWestern Energy	401.32	8100-31830-403410	SILMD 270 ACCT# 0906944-4
04/22/2013	765181	NorthWestern Energy	966.60	8100-31830-403410	SILMD 271 ACCT# 0995095-7
04/22/2013	765181	NorthWestern Energy	2,721.90	8100-31830-403410	SILMD 272 ACCT# 0905005-5
04/22/2013	765181	NorthWestern Energy	195.21	8100-31830-403410	SILMD 273 ACCT# 0926386-4
04/22/2013	765181	NorthWestern Energy	61.11	8100-31830-403410	SILMD 274 ACCT# 0907926-0
04/22/2013	765181	NorthWestern Energy	435.86	8100-31830-403410	SILMD 276 ACCT# 0961926-3
04/22/2013	765181	NorthWestern Energy	799.69	8100-31830-403410	SILMD 277 ACCT# 1058710-3

04/22/2013	765181	NorthWestern Energy	213.89	8100-31830-403410	SILMD 278 ACCT# 1087619-1
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04/22/2013	765181	NorthWestern Energy	662.04	8100-31830-403410	SILMD 280 ACCT# 1045653-1
04/22/2013	765181	NorthWestern Energy	61.11	8100-31830-403410	SILMD 281 ACCT# 1079722-3
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04/22/2013	765181	NorthWestern Energy	327.87	8100-31830-403410	SILMD 285 ACCT# 1206985-2
04/22/2013	765181	NorthWestern Energy	230.22	8100-31830-403410	SILMD 286 ACCT# 1296582-8
04/22/2013	765181	NorthWestern Energy	112.97	8100-31830-403410	SILMD 287 ACCT# 1246537-3
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04/22/2013	765181	NorthWestern Energy	589.26	8100-31830-403410	SILMD 292 ACCT# 1481532-8
04/22/2013	765181	NorthWestern Energy	228.95	8100-31830-403410	SILMD 293 ACCT# 1481534-4
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04/22/2013	765181	NorthWestern Energy	302.54	8100-31830-403410	SILMD 309 ACCT# 2001311-6
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04/22/2013	765181	NorthWestern Energy	3,977.81	8100-31830-403410	SILMD 013 ACCT# 0721276-4
04/22/2013	765181	NorthWestern Energy	1,949.89	8100-31830-403410	SILMD 014 ACCT# 0721277-2
04/22/2013	765181	NorthWestern Energy	1,185.21	8100-31830-403410	SILMD 017 ACCT# 0712553-7
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04/22/2013	765181	NorthWestern Energy	12,695.25	8100-31830-403410	SILMD 097 ACCT# 0712557-8

04/22/2013	765181	NorthWestern Energy	1,555.38	8100-31830-403410	SILMD 099 ACCT# 0712558-6
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04/22/2013	765181	NorthWestern Energy	173.19	8100-31830-403410	SILMD 113 ACCT# 0712562-8
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04/22/2013	765181	NorthWestern Energy	374.98	8100-31830-403410	SILMD 125 ACCT# 0712574-3
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04/22/2013	765181	NorthWestern Energy	686.84	8100-31830-403410	SILMD 127 ACCT# 0712576-8
04/22/2013	765181	NorthWestern Energy	480.78	8100-31830-403410	SILMD 128 ACCT# 0712577-6
04/22/2013	765181	NorthWestern Energy	321.41	8100-31830-403410	SILMD 129 ACCT# 0712578-4
04/22/2013	765181	NorthWestern Energy	121.62	8100-31830-403410	SILMD 130 ACCT# 0712579-2
04/22/2013	765181	NorthWestern Energy	830.32	8100-31830-403410	SILMD 131 ACCT# 0712580-0
04/22/2013	765181	NorthWestern Energy	225.86	8100-31830-403410	SILMD 133 ACCT# 0712581-8
04/22/2013	765181	NorthWestern Energy	521.24	8100-31830-403410	SILMD 134 ACCT# 0712582-6
04/22/2013	765181	NorthWestern Energy	503.68	8100-31830-403410	SILMD 135 ACCT# 0712583-4
04/22/2013	765181	NorthWestern Energy	445.93	8100-31830-403410	SILMD 136 ACCT# 0712584-2
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04/22/2013	765181	NorthWestern Energy	561.77	8100-31830-403410	SILMD 143 ACCT# 0712588-3
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04/22/2013	765181	NorthWestern Energy	1,394.39	8100-31830-403410	SILMD 149 ACCT# 0712593-3
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04/22/2013	765181	NorthWestern Energy	4,193.48	8100-31830-403410	SILMD 152 ACCT# 0712596-6
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04/22/2013	765181	NorthWestern Energy	1,190.52	8100-31830-403410	SILMD 154 ACCT# 0712598-2
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04/22/2013	765181	NorthWestern Energy	1,056.51	8100-31830-403410	SILMD 159 ACCT# 0712602-2
04/22/2013	765181	NorthWestern Energy	696.39	8100-31830-403410	SILMD 160 ACCT# 0712603-0
04/22/2013	765181	NorthWestern Energy	1,030.24	8100-31830-403410	SILMD 161 ACCT# 0712604-8
04/22/2013	765181	NorthWestern Energy	58.62	8100-31830-403410	SILMD 162 ACCT# 0712605-5
04/22/2013	765181	NorthWestern Energy	631.47	8100-31830-403410	SILMD 163 ACCT# 0712606-3
04/22/2013	765181	NorthWestern Energy	366.31	8100-31830-403410	SILMD 164 ACCT# 0712607-1
04/22/2013	765181	NorthWestern Energy	857.11	8100-31830-403410	SILMD 165 ACCT# 0712608-9
04/22/2013	765181	NorthWestern Energy	228.95	8100-31830-403410	SILMD 167 ACCT# 0712609-7
04/22/2013	765181	NorthWestern Energy	549.46	8100-31830-403410	SILMD 171 ACCT# 0712610-5
04/22/2013	765181	NorthWestern Energy	12,131.39	2110-31320-403410	Signal Bills
04/22/2013	765182	NorthWestern Energy	150.15	5120-85000-403410	822 Shiloh Crossing
04/22/2013	765182	NorthWestern Energy	99.42	5610-71170-403410	11389269
04/22/2013	765182	NorthWestern Energy	542.81	5210-15950-403410	2128319-7
04/22/2013	765182	NorthWestern Energy	689.65	5020-74000-403410	Airport Rd/17th West/Hwy 3
04/22/2013	765182	NorthWestern Energy	558.32	5610-71170-403410	1669567-8. April 2013 TSA Building
04/22/2013	765182	NorthWestern Energy	28.21	5610-71130-403410	1647695-4. April 2013 De-icer
04/22/2013	765182	NorthWestern Energy	2,057.47	5610-71130-403410	0100483-7. April 2013 Runway Lights
04/22/2013	765182	NorthWestern Energy	1,606.33	5610-71130-403410	0100484-5. April 2013 ARFF Facility
04/22/2013	765182	NorthWestern Energy	9.25	5610-71170-403410	1264299-7. April 2013 Old Hertz Car Wash
04/22/2013	765182	NorthWestern Energy	51.90	5610-71170-403410	1341288-7. April 2013 Old National/Alamo Car Wash
04/22/2013	765182	NorthWestern Energy	7.72	5610-71170-403410	1341289-5. April 2013 Old Thrifty/Dollar Car Wash
04/22/2013	765182	NorthWestern Energy	245.53	5610-71130-403410	1341291-1. April 2013 Old Enterprise Car Wash
04/22/2013	765182	NorthWestern Energy	521.91	5610-71170-403410	1341295-2. April 2013 Big Sky Ground Support
04/22/2013	765182	NorthWestern Energy	1,169.29	5610-71190-403410	1993430-6. April 2013 QTA Car Wash
04/22/2013	765182	NorthWestern Energy	416.54	5610-71190-403410	2001846-1. April 2013 QTA Mud Wash
04/22/2013	765182	NorthWestern Energy	244.55	5610-71190-403410	2001848-7. April 2013 Detail Bay 1 Hertz
04/22/2013	765182	NorthWestern Energy	247.39	5610-71190-403410	2001855-2. April 2013 Detail Bay 2 National/Alamo

04/22/2013	765182	NorthWestern Energy	140.71	5610-71190-403410	2001862-8. April 2013 Detail Bay 3 Enterprise
04/22/2013	765182	NorthWestern Energy	233.48	5610-71190-403410	2001865-1. April 2013 Detail Bay 4 Avis/Budget
04/22/2013	765182	NorthWestern Energy	157.67	5610-71190-403410	2001867-7. April 2013 Detail Bay 5 Thrifty/Dollar
04/22/2013	765182	NorthWestern Energy	503.66	5020-74000-403410	11164522
04/22/2013	765182	NorthWestern Energy	993.51	6500-15660-403410	11608023
04/22/2013	765182	NorthWestern Energy	3,320.29	6500-15660-403410	11608049
04/22/2013	765182	NorthWestern Energy	3,496.22	6500-15660-403410	12693917
04/22/2013	765182	NorthWestern Energy	7.51	2110-31320-403410	17403577
04/22/2013	765182	NorthWestern Energy	7.82	2110-31320-403410	17488966
04/22/2013	765182	NorthWestern Energy	36.76	0100-51120-403410	18366666
04/22/2013	765182	NorthWestern Energy	42.59	0100-51270-403410	07123870
04/22/2013	765182	NorthWestern Energy	200.33	0100-51220-403410	07125362
04/22/2013	765182	NorthWestern Energy	39.06	0100-51220-403410	07208184
04/22/2013	765182	NorthWestern Energy	67.92	0100-51260-403410	07208218
04/22/2013	765182	NorthWestern Energy	2,585.68	5020-74000-403410	07222649
04/22/2013	765182	NorthWestern Energy	87.35	0100-51120-403410	07222870
04/22/2013	765182	NorthWestern Energy	1,939.71	5020-74000-403410	07230402
04/22/2013	765182	NorthWestern Energy	0.00	0100-51120-403410	07230451
04/22/2013	765182	NorthWestern Energy	7.40	5020-74000-403410	07230592
04/22/2013	765182	NorthWestern Energy	574.39	1500-22210-403410	08715468
04/22/2013	765182	NorthWestern Energy	231.22	0100-51120-403410	09254962
04/22/2013	765182	NorthWestern Energy	463.11	6500-15660-403410	09758087
04/22/2013	765182	NorthWestern Energy	15.03	4280-65900-409180	Act. #2117221-8 / 502 S 33rd St HOME Program (former Irma House II)
04/22/2013	765201	Rimrock Foundation	3,834.32	7380-12640-403560	SAMHSA.March 2013.Treatment services
04/22/2013	765201	Rimrock Foundation	4,434.98	7380-12640-403590	SAMHSA.March 2013.Treatment services
04/22/2013	765201	Rimrock Foundation	3,446.77	7380-12640-403990	SAMHSA.March 2013.Treatment services
04/22/2013	765201	Rimrock Foundation	3,411.64	7380-12660-403590	SAMHSA.March 2013.Treatment services
04/22/2013	765230	SRS Crisafulli, Inc	10,225.00	5020-74000-402320	NONSTOCKING ITEMS-P.U.D.
04/22/2013	765242	Town & Country Supply Association	31,564.48	6010-00000-141000	96875 PO NUM 292410
04/22/2013	765242	Town & Country Supply Association	1,204.35	1500-22260-402310	104486: FIRE 1 - UNLEADED (393 GALLONS) DELIVERED ON 4/15/2013
04/22/2013	765242	Town & Country Supply Association	367.62	1500-22260-402310	104487: FIRE 1 - DYED DIESEL (120 GALLONS) DELIVERED 4/15/2013
04/22/2013	765259	Yellowstone County Finance Dpt	7,700.00	1500-21110-403590	Prisoner Billing for Month Ending March 2013

04/22/2013	765260	Yellowstone County Sheriffs	189.60	2550-21430-401220	Charbonneau OT.
04/22/2013	765260	Yellowstone County Sheriffs	4,561.36	2550-21430-401220	Korb OT.
04/22/2013	765260	Yellowstone County Sheriffs	4,240.00	2550-21430-407910	Reimbursement of PE/PI \$\$ for Qtr ending 3/31/13. Receipts on file at the Police Department.
04/22/2013	765261	Yellowstone Electric Co	2,600.10	5130-00000-201100	WO 12-23 WWTp Headworks Backup Power & West MCC-B5
04/22/2013	765261	Yellowstone Electric Co	1,276.00	5610-71140-403660	Invoice #21144. Security door and gate annual inspection.
04/22/2013	765261	Yellowstone Electric Co	320.00	5610-71170-403660	Invoice #3825. Annual Fire Alarm Test & Inspection Operations Center
04/22/2013	765261	Yellowstone Electric Co	3,100.00	5610-71120-403660	Invoice #3826. Annual Fire Alarm Test & Inspection Airport Terminal
04/22/2013	765261	Yellowstone Electric Co	200.00	5610-71170-403660	Invoice #3827. Annual Fire Alarm & Inspection IP-

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Public Hearing for Vacation of Reflections Circle

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

The Copper Ridge Development Corporation, owner of Reflections at Copper Ridge Subdivision, is platting Reflections at Copper Ridge Subdivision, 3rd Filing. It received preliminary plat approval on May 14, 2012. One of the preliminary plat conditions was to vacate Reflections Circle. The subdivision plat will re-dedicate a street without parkland in the center of the cul de sac. The parkland will be replaced in another location. None of the streets have been constructed and Copper Ridge Development Corporation is the original developer. Under those conditions, the staff recommends that the street be vacated at no cost to the developer. Vacation of this street will allow the owner to move forward with final plat approval of Reflections at Copper Ridge Subdivision, 3rd Filing.

**ALTERNATIVES ANALYZED**

The Council may:

- After holding a public hearing, approve the vacation of Reflections Circle; or
- After holding a public hearing, do not approve the vacation. The preliminary plat has been approved with the vacation and re-dedication of Reflections Circle as an option. Not approving the vacation of Reflections Circle will force the developer to keep Reflections Circle with it's current alignment and lot configuration.

**FINANCIAL IMPACT**

Since the right-of-way proposed to be vacated will revert to the original developer and no streets are constructed, there is no cost for the vacation. New right-of-way will be dedicated to replace the vacated area.

**RECOMMENDATION**

Staff recommends that Council approve the vacation of Reflections Circle.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Resolution to Vacate

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RESOLUTION NO. 13-\_\_\_\_\_

A RESOLUTION OF THE CITY OF BILLINGS, MONTANA, DISCONTINUING AND VACATING **Reflections Circle within Reflections at Copper Ridge Subdivision.**

WHEREAS, a proper petition was filed with the City Council of the City of Billings, Montana, as per Section 22-601 BMCC, requesting discontinuance and vacation of **Reflections Circle within Reflections at Copper Ridge Subdivision** as described hereinafter; and

WHEREAS, a public hearing was properly noticed and held as required by law.

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

1. **DISCONTINUANCE AND VACATION.** Pursuant to Sections 7-14-4114 and 7-14-4115, M.C.A., **Reflections Circle within Reflections at Copper Ridge Subdivision** more particularly described as follows:

Right-of-way vacations within Reflections at Copper Ridge Subdivision, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3439662; said vacations being more particularly described as follows, to-wit:

All of Reflections Circle adjacent to Lots 1 and 2 and the parkland of Block 1 of Reflections at Copper Ridge Subdivision; said described vacation having an area of 20,022 square feet and being more described on the Right-of-Way Exhibit, attached.

Is hereby discontinued, abandoned and vacated and shall revert to adjacent property owners of Reflections at Copper Ridge Subdivision.

2. PUBLIC INTEREST. The discontinuance, vacation and abandonment of the above described **Reflections Circle within Reflections at Copper Ridge Subdivision** is in the best interest of the public and can be done without any public detriment.

PASSED by the City Council and APPROVED this 13<sup>th</sup> day of May 2013.

THE CITY OF BILLINGS:

BY: \_\_\_\_\_  
Thomas W. Hanel                      MAYOR

ATTEST:

BY: \_\_\_\_\_  
Cari Martin                                      CITY CLERK

RIGHT-OF-WAY EXHIBIT FOR  
**REFLECTIONS at COPPER RIDGE SUBDIVISION**

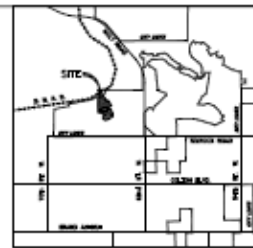
SITUATED IN THE SE1/4 OF SECTION 25, T. 1 N., R. 24 E., P.M.M.  
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : REFLECTIONS AT COPPER RIDGE, LLC

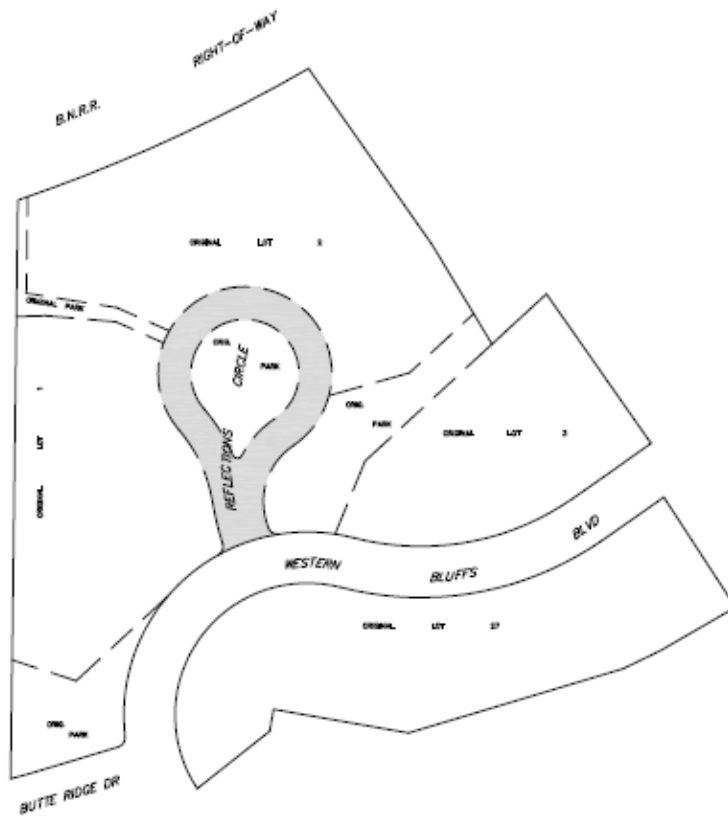
JANUARY, 2012

PREPARED BY : **SANDERSON STEWART**

BILLINGS, MONTANA



VICINITY MAP  
NOT TO SCALE



SCALE: 1"=30' 0012.128 6/16/12 10/10/12

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Public Hearing and Resolution Authorizing Exchange of Parkland in Reflections at Copper Ridge Subdivision, 3rd Filing

**PRESENTED BY:** Mike Whitaker

**Department:** Parks/Rec/Public Lands

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**Information**

**PROBLEM/ISSUE STATEMENT**

In 2007 Reflections of Copper Ridge Subdivision was approved by Council. With that approval, all of the developer's parkland dedication requirement was deeded to the City. The subdivider is now working to develop Reflections at Copper Ridge, 3rd Filing. Due to the developers' desire to redesign the configuration of the 3rd Filing, the City has now determined that it is in the best interests of the public for the City to re-convey these dedicated parklands to the Developer in exchange for land in the Third Filing of the Reflections at Copper Ridge Subdivision. The parkland within the Third Filing will be in excess of the original platted parkland and will be of a configuration more easily used for parkland and recreational purposes by current and future residents. Attachment A contains the quit claim deed to the property.

Notice of Public hearing has been published in the Billings Times and property owners within 300' of the subject parkland have been notified of the Public Hearing.

PRPL recommends the City exchange these previously dedicated parklands as described in the attached Quit Claim Deed for parkland to be dedicated to the City through the platting of Reflections at Copper Ridge, 3rd Filing.

**ALTERNATIVES ANALYZED**

The following alternatives were analyzed: 1. Approve and proceed with the exchange of the parkland. 2. Do not approve the exchange of the parkland. This option would require the subdivider to reconfigure the proposed Third Filing.

**FINANCIAL IMPACT**

There will be no financial impact to the City.

**RECOMMENDATION**

Staff recommends that the City Council conduct a public hearing and approve the resolution that permits this exchange of parkland in Reflections at Copper Ridge Subdivision, 3rd Filing.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

Quitclaim Deed

Parkland to be conveyed

Parkland rededicated

## Resolution

---

Return to:  
Reflections at Copper Ridge, LLC.  
175 North 27th, Suite 900  
Billings, MT 59101

## QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned, City of Billings of 210 N. 27th Street, PO Box 1178, Billings, Montana 59101 does hereby remise, release, and quitclaim unto Reflections at Copper Ridge, LLC. of 175 N 27th Street, Suite 900, Billings, Montana 59101 their heirs, successors, and assigns, all right, title, and interest in and to certain real property situated in the SE 1/4 of Section 25, T. 1N., R. 24 E., P.M.M., County of Yellowstone, State of Montana, being more particularly described as follows, to-wit:

All that portion of four (4) dedicated park parcels consisting of one (1) separate individual parcel situated within the center of the right-of-way of Reflections Circle; one (1) individual Park Parcel coincident with the south side of Lot 1 Block 1 being also coincident with Butte Ridge Drive and Western Bluffs Boulevard; one (1) individual Park Parcel separating Lot 1 & Lot 2 of Block 1 and one (1) individual Park Parcel separating Lot 2 & Lot 3 being also coincident with the east right-of-way of Reflections Circle within Block 1, all as platted within REFLECTIONS at COPPER RIDGE SUBDIVISION, as recorded in the office of the Clerk and Recorder of said County, under Document No. 3439662.

The undersigned further certifies that the parcels will be forever merged with adjacent lots and no parcel shall be transferred separately in the future. Through this deed, the transfer of said park parcels to Reflections at Copper Ridge, LLC. shall be contingent upon the recording of Reflections at Copper Ridge Subdivision, Third Filing, whereby certain park land is being dedicated to the City of Billings. If the park land is not dedicated by Reflections at Copper Ridge, LLC. with the recording of Reflections at Copper Ridge Subdivision, Third Filing, this deed shall become null and void, and property ownership of the park land shall revert back to the City of Billings.

IN WITNESS WHEREOF, the undersigned has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

City of Billings

By: \_\_\_\_\_

Title: Mayor

STATE OF MONTANA     )  
  :SS  
County of Yellowstone     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the persons who signed the forgoing instrument as Mayor of the City of Billings, Montana and acknowledged to me that said City of Billings executed the same. Witness my hand and seal the day and year herein above written.

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

ACKNOWLEDGED by Reflections at Copper Ridge, LLC.

By: \_\_\_\_\_

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

STATE OF MONTANA     )  
  :SS  
County of Yellowstone     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_ to me known to be the \_\_\_\_\_ of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same. Witness my hand and seal the day and year herein above written.

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

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76-3-611(1)(b) /76-3-207(3), M.C.A.

Tax Codes: \_\_\_\_\_

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

Yellowstone County Treasurer

By: \_\_\_\_\_  
Deputy

Park Land to be Conveyed

# REFLECTIONS AT COPPER RIDGE SUBDIVISION

PREPARED FOR : REFLECTIONS AT COPPER RIDGE, LLC

APRIL, 2013

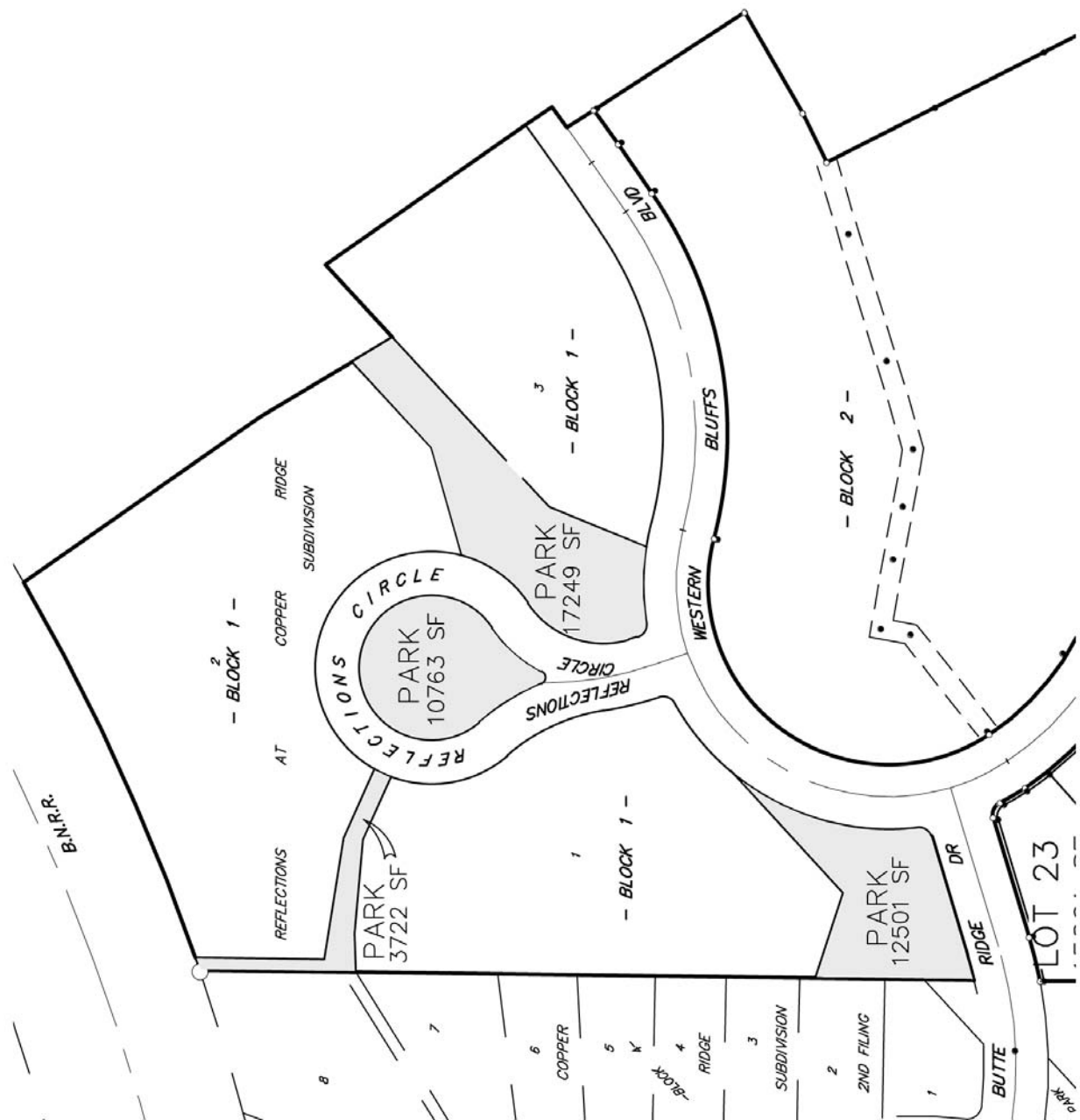
PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA

BEING LOTS 1, 2, 3 & PARKLAND IN BLOCK 1 AND VACATED REFLECTIONS CIRCLE RIGHT-OF-WAY IN REFLECTIONS AT COPPER RIDGE SUBDIVISION AND LOT 27 IN BLOCK 2 OF REFLECTIONS AT COPPER RIDGE SUBDIVISION, SECOND FILING SITUATED IN THE SE1/4 OF SECTION 25, T. 1 N., R. 24 E., P.M.M. IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

### AREA DATA

PARK LAND ABANDONED = 1.015 ACRES ±  
( 3722 SQ FEET)  
(10763 SQ FEET)  
(17249 SQ FEET)  
(12501 SQ FEET)  
(44,235 SQ FEET)



SCALE: 1"=150'

# REFLECTIONS at COPPER RIDGE SUBDIVISION THIRD FILING

PREPARED FOR : REFLECTIONS AT COPPER RIDGE, LLC  
PREPARED BY : SANDERSON STEWART

APRIL, 2013  
BILLINGS, MONTANA

BEING LOTS 1, 2, 3 & PARKLAND IN BLOCK 1 AND  
VACATED REFLECTIONS CIRCLE RIGHT-OF-WAY IN  
REFLECTIONS AT COPPER RIDGE SUBDIVISION AND  
LOT 27 IN BLOCK 2 OF REFLECTIONS AT COPPER  
RIDGE SUBDIVISION, SECOND FILING  
SITUATED IN THE SE1/4 OF SECTION 25, T. 1 N., R.  
24 E., P.M.M.  
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY,  
MONTANA

### AREA DATA

PARKLAND RE-DEDICATION = 1.020 ACRES ±  
( 2002 SQ FEET)  
(28707 SQ FEET)  
(13720 SQ FEET)  
(44,429 SQ FEET)



**RESOLUTION 13-\_\_\_\_\_**

**A RESOLUTION PURSUANT TO BILLINGS, MONTANA CITY CODE, ARTICLE 22-900; SALE, EXCHANGE OR DONATION OF CITY REAL PROPERTY, DESCRIBING THE PROPERTY TO BE DISPOSED, DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE PROPERTY AND AUTHORIZING CITY OFFICIALS TO PROCEED.**

WHEREAS, the City of Billings finds it necessary or desirable to dispose of four properties it currently owns, located within the undeveloped area of the Reflections at Copper Ridge Subdivision, Billings, Yellowstone County, Montana, and herein described.

WHEREAS, the notice required by Section 22-902 of the Billings Montana City Code has been duly published and mailed; and

WHEREAS, the public hearing required by Section 22-902 of the Billings Montana City Code was duly held on the 13th day of May 2013;

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

That the City staff is authorized to proceed with disposal of the four properties described as follows under the requirements of Section 2-902 of the Billings Montana City Code:

**Description:**

See map attached as Exhibit A.

APPROVED AND PASSED by the City Council of the City of Billings this 13th day of May 2013.

THE CITY OF BILLINGS:

By: \_\_\_\_\_  
Thomas Hanel, Mayor

ATTEST:

BY: \_\_\_\_\_  
Cari Martin, City Clerk

Exhibit A

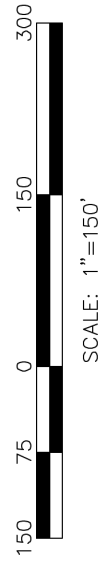
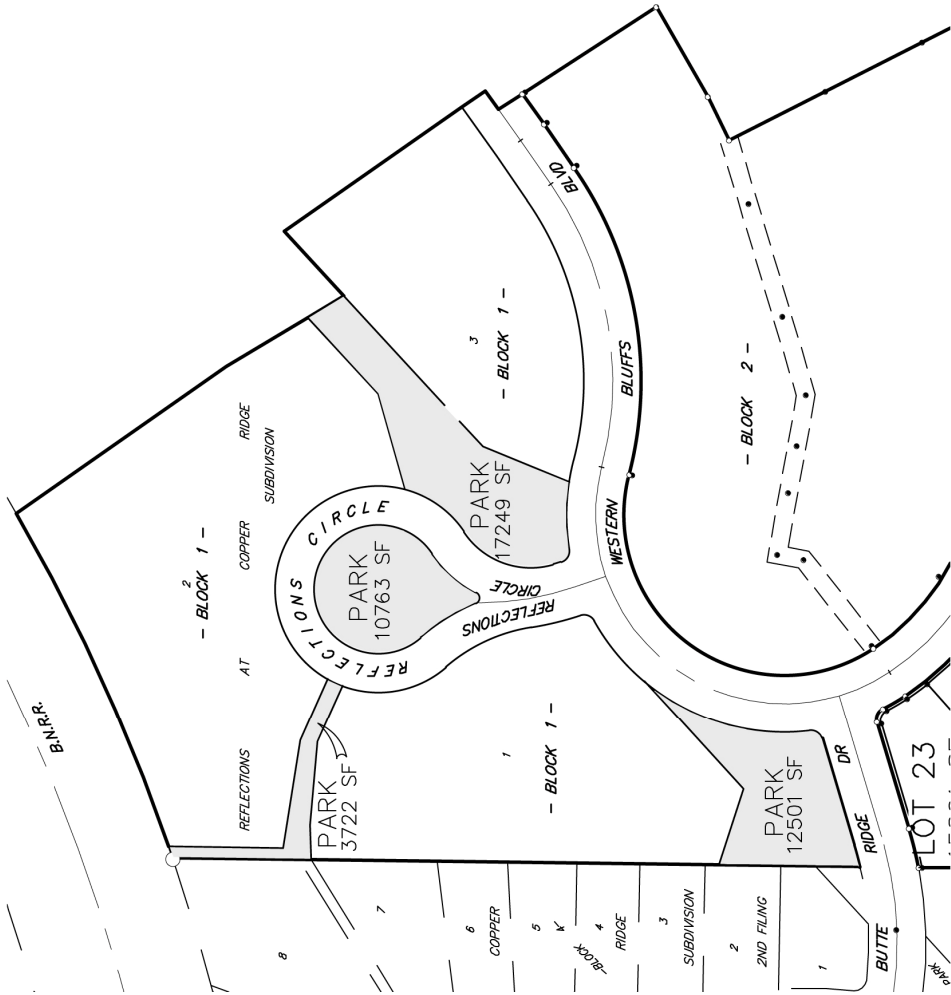
Park Land to be Conveyed  
**REFLECTIONS AT COPPER RIDGE SUBDIVISION**

PREPARED FOR : REFLECTIONS AT COPPER RIDGE, LLC  
 APRIL, 2013  
 PREPARED BY : SANDERSON STEWART BILLINGS, MONTANA

BEING LOTS 1, 2, 3 & PARKLAND IN BLOCK 1 AND  
 VACATED REFLECTIONS CIRCLE RIGHT-OF-WAY IN  
 REFLECTIONS AT COPPER RIDGE SUBDIVISION AND  
 LOT 27 IN BLOCK 2 OF REFLECTIONS AT COPPER  
 RIDGE SUBDIVISION, SECOND FILING  
 SITUATED IN THE SE1/4 OF SECTION 25, T. 1 N., R.  
 24 E., P.M.M.  
 IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY,  
 MONTANA

AREA DATA

PARK LAND ABANDONED = 1.015 ACRES ±  
 ( 3722 SQ FEET)  
 (10763 SQ FEET)  
 (17249 SQ FEET)  
 (12501 SQ FEET)  
 (44,235 SQ FEET)



**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Final Plat of Reflections at Copper Ridge Subdivision, 3rd Filing

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

---

**Information**

**PROBLEM/ISSUE STATEMENT**

The final plat for Reflections at Copper Ridge Subdivision, 3rd Filing is being presented to Council for approval. On May 14, 2012, the City Council conditionally approved the preliminary plat of this 21-lot subdivision. The subject property is generally located north of Rimrock Road and west of Molt Road. The property is zoned Residential-7000 and single-family residences are proposed for these lots. The owner is Reflections at Copper Ridge, LLC and the representing agent is Sanderson Stewart. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

**ALTERNATIVES ANALYZED**

The City Council may approve or deny the final plat of Reflections at Copper Ridge Subdivision, 3rd Filing. If the City Council chooses to deny the final plat, it must base the denial on the criteria outlined in MCA 76-3-611 and BMCC, Section 23-307.

**FINANCIAL IMPACT**

Should the City Council approve the final plat, the newly created lots will be developed which will increase tax revenues for the City.

**RECOMMENDATION**

Staff recommends that the City Council approve the final plat of Reflections at Copper Ridge Subdivision, 3rd Filing.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

preliminary plat

---

Resubmittal

# PRELIMINARY PLAT OF REFLECTIONS at COPPER RIDGE SUBDIVISION THIRD FILING

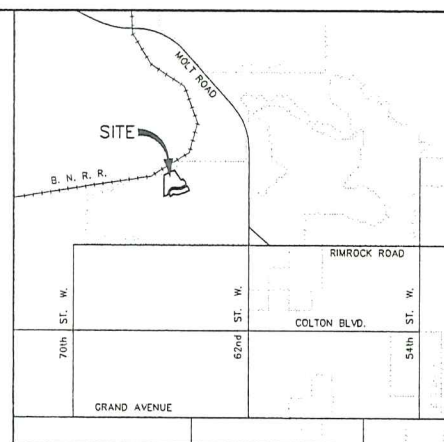
BEING LOTS 1, 2, 3 & PARKLAND IN BLOCK 1 AND VACATED REFLECTIONS CIRCLE RIGHT-OF-WAY IN REFLECTIONS AT COPPER RIDGE SUBDIVISION AND LOT 25 IN BLOCK 2 OF REFLECTIONS AT COPPER RIDGE SUBDIVISION, SECOND FILING SITUATED IN THE SE1/4 OF SECTION 25, T. 1 N., R. 24 E., P.M.M. IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : REFLECTIONS AT COPPER RIDGE, LLC

JANUARY, 2012

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



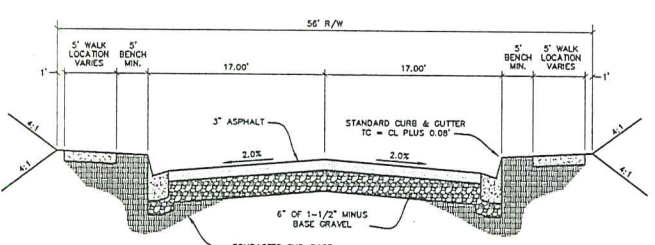
VICINITY MAP  
NOT TO SCALE



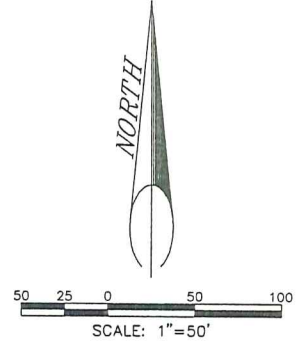
TRACT 7  
TRACT 8  
C.O.S. No. 1380  
 $\Delta = 11^{\circ}04'34''$   
 $R = 1712.04'$   
 $L = 330.96'$   
CHORD  
 $N65^{\circ}35'55''E$   
 $330.45'$

### PLAT DATA

GROSS AREA	= ±7.454 AC
NET AREA	= ±7.403 AC
NUMBER OF LOTS	= 21
MINIMUM LOT SIZE	= ±7,980 SF
MAXIMUM LOT SIZE	= ±21,255 SF
LINEAL FEET OF STREETS	= ±925.7
ORIGINAL PARKLAND	= 44,236 SF
PROPOSED PARKLAND	= 44,429 SF
EXISTING ZONING	= R-7000
SURROUNDING ZONING:	
NORTH	= R-15000
SOUTH	= R-7000
EAST	= R-9600
WEST	= R-7000R
EXISTING LAND USE	= RESIDENTIAL
PROPOSED LAND USE	= RESIDENTIAL



TYPICAL ROAD SECTION  
NOT TO SCALE



**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Public Hearing and First Reading of Ordinance Amending Ward I Boundary: Annexation 13-03

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

---

**Information**

**PROBLEM/ISSUE STATEMENT**

City election ward boundaries must be adjusted to conform to city limit amendments resulting from annexation of property into the City. The City Council approved the annexation of property at the southeast corner of Bench Boulevard and Yellowstone River Road (Annexation #13-03) on April 22, 2013. This requires a change in the boundaries of Ward I. Two readings are required for this action. The first reading of the ordinance is scheduled for May 13, 2013, along with a public hearing, and the second reading is scheduled for May 28, 2013.

**ALTERNATIVES ANALYZED**

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

- Approving the ordinance will modify the boundaries of Ward I to include the property at the southeast corner of Bench Boulevard and Yellowstone River Road.
- Denying the ordinance will not modify the boundaries of Ward I and create a problem where property inside the City Limits is not within one of the City Ward Boundaries.

**FINANCIAL IMPACT**

There is no budget/financial impact from this action.

**RECOMMENDATION**

Staff recommends that Council hold a public hearing and approve this ordinance on first reading adding recently annexed property to Ward I.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

Ward Ordinance

---

**ORDINANCE NO. 13-\_\_\_\_\_**

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

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

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

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

Tract 1, Certificate of Survey No. 1706, Recorded October 18, 1977, under Document No. 1067544. Including all adjacent Right-Of-Way of Yellowstone River Road and Bench Boulevard. Containing 1.962 gross and 1.445 net acres more or less. (# 13-03) See Exhibit "A" Attached

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

PASSED by the City Council on the first reading this 13<sup>th</sup> day of May 2013.

PASSED by the City Council on the second reading this 28<sup>th</sup> day of May, 2013.

THE CITY OF BILLINGS:

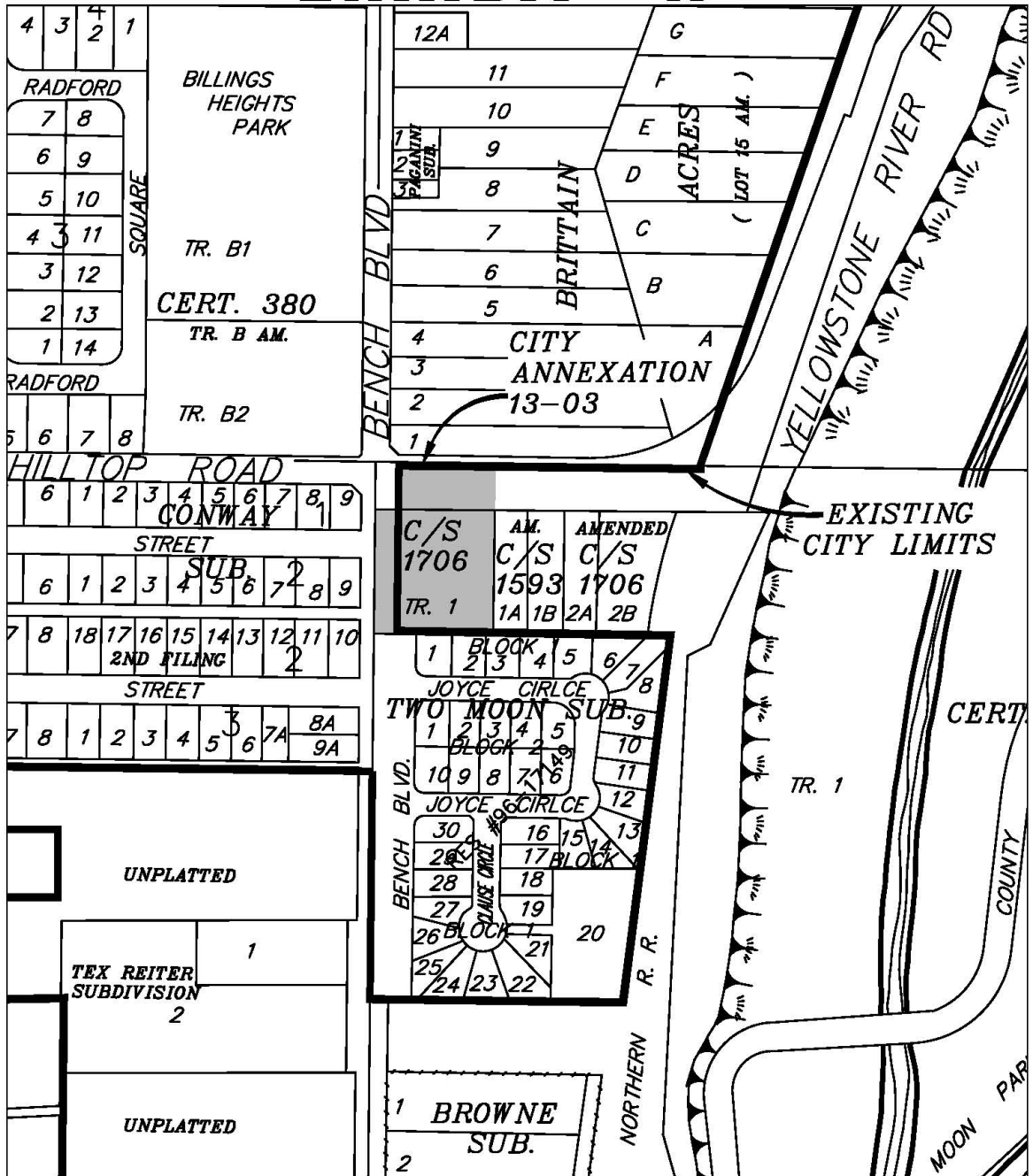
\_\_\_\_\_  
Thomas W. Hanel, MAYOR

ATTEST:

BY: \_\_\_\_\_  
Cari Martin, CITY CLERK

(AN 13-03)

# EXHIBIT "A"



**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Public Hearing and First Reading of Ordinance Amending Ward IV  
Boundary: Annexation 13-04

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

---

**Information**

**PROBLEM/ISSUE STATEMENT**

City election ward boundaries must be adjusted to conform to city limit amendments resulting from annexation of property into the City. The City Council approved the annexation of property at the northwest corner of the intersection of Grand Avenue and 48th Street West (Annexation #13-04) on April 22, 2013. This requires a change in the boundaries of Ward IV. Two readings are required for this action. The first reading of the ordinance is scheduled for May 13, 2013, along with a public hearing, and the second reading is scheduled for May 28, 2013.

**ALTERNATIVES ANALYZED**

City Council may approve or not approve the ordinance to amend the boundaries of Ward IV on first reading.

- Approving the ordinance will modify the boundaries of Ward IV to include the property at the northwest corner of the intersection of Grand Avenue and 48th Street West.
- Denying the ordinance will not modify the boundaries of Ward IV and create a problem where property inside the City Limits is not within one of the City Ward Boundaries.

**FINANCIAL IMPACT**

There is no budget/financial impact from this action.

**RECOMMENDATION**

Staff recommends that Council hold a public hearing and approve this ordinance on first reading adding recently annexed property to Ward IV.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

Ward Ordinance

---

**ORDINANCE NO. 13-\_\_\_\_\_**

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

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

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

A tract of land situated in the SE1/4 of Section 32, T.1N., R.25E., P.M.M., Yellowstone County, Montana, more particularly described as:

Being a portion of the Tract 2 Remainder, Certificate of Survey No. 3295, Recorded November 22, 2006, under Document No. 3401405, Records of Yellowstone County, basis of bearing being the N-S Center Section line of said Section 32, per Document No 3401405,  
Beginning at the northwest corner of the Plat Of Zimmerman Acreage Tracts, Recorded May 27, 1958, under Document No. 601982, Records of Yellowstone County; thence N 00°04'17" W for a distance of 57.04 feet; thence N 89°55'43" E for a distance of 429.60 feet to a point on the east line of said Tract 2 Remainder; thence S 00°36'44" E along said east line for a distance of 417.06 feet to the south line of said Tract 2 Remainder also being the centerline of Grand Avenue; thence S 89°50'53" W along the said centerline for a distance of 2.41 feet to the Northwest Section Corner of Section 3, T.1S., R.25E., thence S 89°55'43" W and continuing along said centerline for a distance of 189.12 feet; thence leaving said centerline N 00°04'17" W for a distance of 30.00 feet to a point on the north right-of-way line of Grand Avenue said point also being on the east line of said Zimmerman Acreage Tracts; thence N 00°04'17" W

along said east line for a distance of 330.00 feet to the north east corner of said Zimmerman Acreage Tracts; thence S 89°55'43" W along the north line of said Zimmerman Acreage Tracts for a distance of 242.00 feet to the Point of Beginning. Including all adjacent right-of-way of Grand Avenue. Containing 2.132 gross acres and 2.000 net acres more or less. (# 13-04) See Exhibit "A" Attached

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

PASSED by the City Council on the first reading this 13<sup>th</sup> day of May 2013.

PASSED by the City Council on the second reading this 28<sup>th</sup> day of May, 2013.

THE CITY OF BILLINGS:

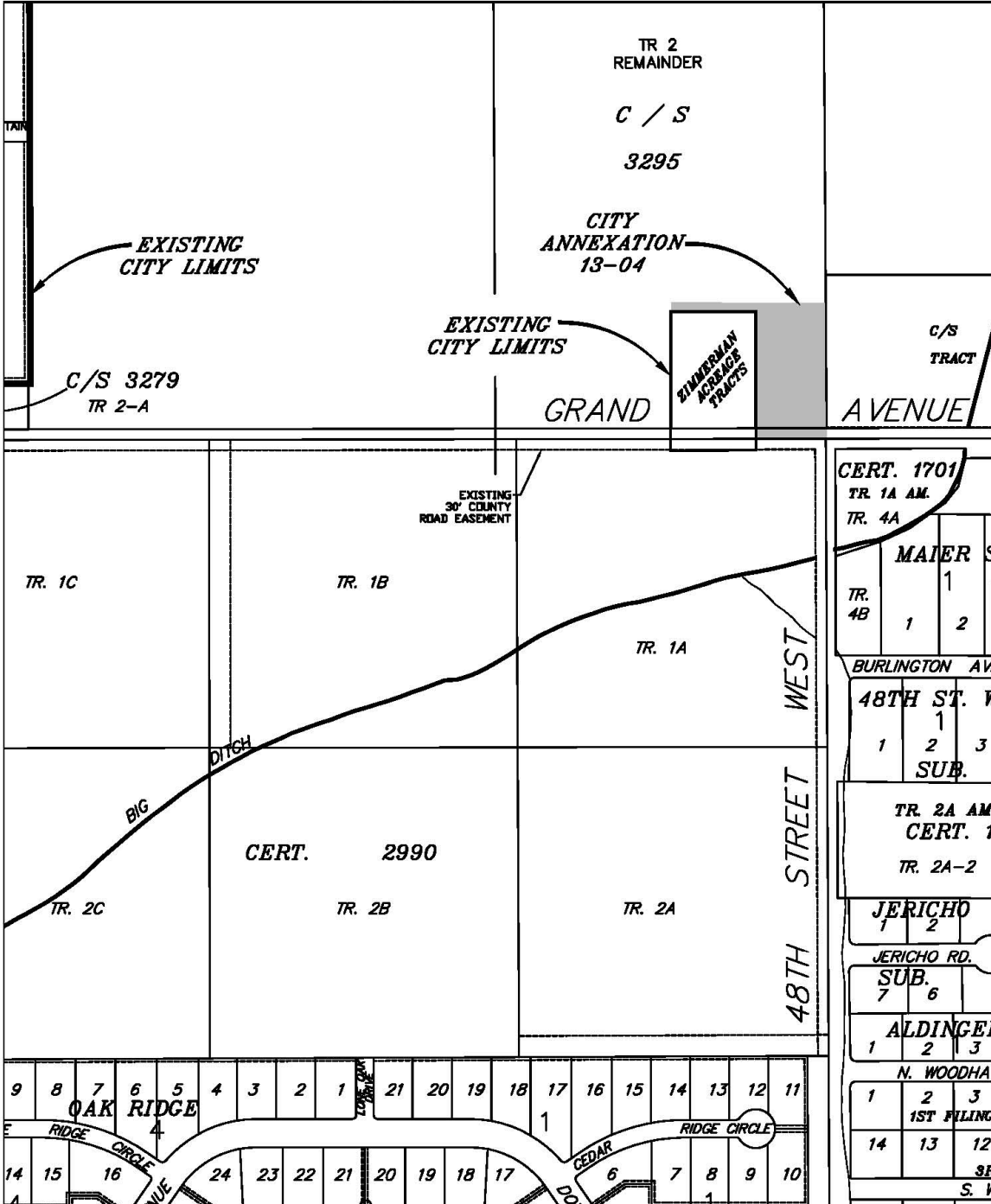
\_\_\_\_\_  
Thomas W. Hanel, MAYOR

ATTEST:

BY: \_\_\_\_\_  
Cari Martin, CITY CLERK

(AN 13-04)

# EXHIBIT "A"



**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Public Hearing & Resolution Adopting Water and Wastewater Rates and Fees

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

Public Works engaged CDM Smith to conduct a cost of service rate study to review and recommend appropriate water and wastewater user rates, system development fees, the resale water rate for the County Water District of Billings Heights, and wholesale rates for the Lockwood Water and Sewer District. The methodology used in the study follows industry standard approaches and recommends rates for each class of customer that allows the Public Works Department to adequately recover costs in proportion to the cost of providing service to each class of customer. The following is a summary of the proposed changes:

1. Increase the monthly water volume charges to include the charge for fire hydrant fees which were previously included on the annual Yellowstone County tax bill. The fire hydrant fee includes costs of on-going maintenance, but is primarily for the cost of capital-related infrastructure that Public Works must have in place to ensure that the City is able to meet fire-fighting needs at all times. If approved, this fire hydrant fee will no longer be assessed on the annual tax statement and will be included on the monthly utility bill.
2. Increase private fire hydrant protection charges by approximately 4% to reflect the current cost of services.
3. Increase the wastewater volume rate and minimum monthly charges for all customer classes for upcoming wastewater treatment plant reconstruction required to meet new Federal regulations.
4. Create a new class of wastewater customer called "large residential" which includes residences of four or more families, condominiums, apartment buildings and mobile home parks and bill this new class based on a winter quarter average to ensure that these users are not unfairly charged for irrigation and landscaping purposes that does not go back into the sewer system.
5. Increase the resale rate for County Water District of Billings Heights to reflect current cost of services.
6. Adjust the volume charge, fixed monthly fee, and System Development Fee (SDF) for Lockwood Sewer District.
7. Increase the water SDFs for residential and non-residential classes. The proposed structure for water includes a separate charge for an irrigation meter to reflect the different usage pattern of these customers and their impact on the system.
8. Decrease the wastewater SDFs for all meter sizes.
9. Adjust water and wastewater fees and charges for various permits and miscellaneous special fees.

The attached resolution specifies the proposed rates and fees. A comparison of current versus proposed rates is also attached. A public hearing is required per MCA 69-7-111 and if the

proposed resolution is approved, rates will be effective July 1, 2013.

## **ALTERNATIVES ANALYZED**

The City Council must hold a public hearing and then may:

- approve the resolution
- not approve the resolution. If Council does not approve the resolution, the rates and fees will continue to be charged at current rates and a resolution to assess the fire hydrant fees on the annual tax statement will need to be considered at a future City Council meeting. System Development Fees must be updated at least every two years to be in compliance with MCA 7-6-1602 and they were last updated July 1, 2011.

## **FINANCIAL IMPACT**

The proposed rate and fee amendments will generate approximately \$245,000 additional water revenues and \$754,000 additional wastewater revenues for FY 2014.

## **BACKGROUND**

No additional background is available.

## **STAKEHOLDERS**

- MCA 7-6-1604 requires governmental entities to have an advisory committee to review the calculating, assessing, and spending of system development fees. The advisory committee must include at least one representative of the development community and one certified public accountant. The City's SDF committee is comprised of the Public Works Board and Public Works staff. The individuals involved in the group are shown on Attachment A. The committee met in April 2013 to review the proposed changes to the SDFs. The SDF committee supports the recommendations being made to the Council.
- The Public Works Board also reviewed the overall financial picture of the water and wastewater utilities, which included the user rates. This board supports all of the water and wastewater rates, fees, and charges being recommended to the Council.

## **RECOMMENDATION**

Staff recommends that the City Council conduct a public hearing and approve the proposed resolution adopting the water and wastewater rate and fee schedule effective July 1, 2013.

## **APPROVED BY CITY ADMINISTRATOR**

---

### **Attachments**

Attachment A - SDF Committee

Resolution

Rate Comparison

---

System Development Fee Advisory Committee Membership

Public Works Board

Rod Wilson, Chair

Patrick Dawson

Edward Hammer

David Hummel

James Mariska

Public Works Staff

Jennifer Duray, CPA

David Mumford

**RESOLUTION 13-**

**A RESOLUTION SPECIFYING WATER AND WASTEWATER RATE AND FEE SCHEDULE ADJUSTMENTS ENACTED PURSUANT TO TITLE 69, CHAPTER 7, MONTANA CODE ANNOTATED.**

WHEREAS, water and wastewater cost of service studies have been completed and water and wastewater rate and fee schedules have been prepared for the municipal water and wastewater utility that would generate adequate funds to operate the utilities, as well as require each customer class of the utilities to pay its fair share of the cost of operating the water and wastewater systems; and

WHEREAS, the cost of service studies anticipate a need for extension, repair, improvement, and continued operation and maintenance of existing and proposed water and wastewater system facilities for the providing of water and wastewater services to inhabitants of the City of Billings, Montana; and

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

WHEREAS, it is essential to the public health, welfare, and safety of the inhabitants of the City of Billings and its environs to provide an adequate public water and wastewater system and to provide adequate funding to meet the cost of constructing, maintaining, and operating the same;

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

1. That the following schedule of rates, fees, and charges are found to be just, reasonable, and necessary for the continued sound operation of the water and wastewater utilities and that the proposed rates, fees, and charges are approved, adopted, and published as the rates, fees, and charges of the City of Billings, Montana water and wastewater utilities, effective July 1, 2013.

**Schedule I**

**METERED WATER MONTHLY VOLUME CHARGES**

**Customer Class**

**\$ per Ccf**

Residential	
Block 1 (0-4 Ccf)	\$ 1.95
Block 2 (5-16 Ccf)	\$ 2.10
Block 3 (>16 Ccf)	\$ 2.75
Non-Residential	\$ 1.62
Seasonal	\$ 2.75
Resale	\$ 1.74

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**Schedule II****MINIMUM MONTHLY WATER CHARGES**

<u>Meter Size</u>	<u>Inside City</u>	<u>Outside City</u>
3/4"	\$ 8.00	\$ 8.60
1"	\$ 9.01	\$ 9.80
1-1/2"	\$ 10.45	\$ 11.39
2"	\$ 14.41	\$ 15.78
3"	\$ 43.58	\$ 48.09
4"	\$ 54.35	\$ 60.01
6"	\$ 79.55	\$ 88.02
8"	\$ 108.37	\$ 119.98
10"	\$ 167.10	\$ 185.17

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**Schedule III****PRIVATE FIRE PROTECTION CHARGES**

<u>Connection Size</u>	<u>Inside City</u>	<u>Outside City</u>
1-1/4"	\$ 19.30	\$ 20.90
1-1/2"	\$ 25.75	\$ 27.90
2"	\$ 41.20	\$ 44.60
3"	\$ 103.05	\$ 111.55
4"	\$ 180.30	\$ 195.20
6"	\$ 412.15	\$ 446.20
8"	\$ 721.25	\$ 780.85
10"	\$1,133.40	\$1,227.05
12"	\$1,632.10	\$1,766.95
14"	\$2,221.50	\$2,405.10

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**Schedule IV****REESTABLISHMENT OF WATER SERVICE CHARGE**

Normal Working Hours	\$ 75.00
Outside Normal Working Hours	\$ 115.00

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**Schedule V                      WATER SPECIAL FEES AND CHARGES**

1.) Application for extension of the water distribution system of the City	\$ 150.00
2.) Application for water service line installation permits	\$ 85.00
3.) Special agreements	\$ 95.00
4.) Water meter accuracy test fee	
(a) Small meter (in shop)	\$ 45.00
(b) Large meter (in field)	\$ 100.00
(c) Hydrant meter rental (\$/day)	\$ 3.00
5.) Construction meter setting and removal fee (\$/meter)	\$ 40.00
6.) Fireflow fee (\$/hydrant)	\$ 90.00
7.) Turn-on/Turn-off charge	
(a) Normal working hours	\$ 30.00
(b) Outside normal working hours	\$ 85.00
8.) Utility bill insert fee (\$/insert)	\$ 0.40
<i>--City Departments charged for actual costs incurred from utility billing vendor</i>	
9.) Water main tapping fee	
(a) Two inch diameter tap or smaller (\$/tap each visit)	\$ 140.00
(b) Over two inch diameter tap (\$/tap each visit)	\$ 310.00
(c) Extra charge for cylinder pipe	\$ 880.00
10.) Flushing, testing, and chlorinating fee (\$ each visit)	\$ 100.00
<i>--Water for flushing, testing, and chlorinating charged at current seasonal rate per Ccf</i>	
11.) City of Billings franchise fee	4.0%
12.) Late payment interest charge (%/month)	1.5%
13.) Water service line/fireline repair program fee (\$/month)	\$ 1.30

---

**Schedule VI                      WATER SYSTEM DEVELOPMENT FEES**

<b>Meter or Service</b>			
<b><u>Line Size</u></b>	<b><u>Residential</u></b>	<b><u>Non-Residential</u></b>	<b><u>Irrigation</u></b>
3/4" or less (1 EDU)	\$ 2,450	\$ 8,655	\$ 7,320
1"	\$ 2,450	\$ 14,675	\$ 12,415
1-1/2"	\$ 2,450	\$ 29,345	\$ 24,835
2"	\$ 2,450	\$ 46,955	\$ 39,740
3"	\$ 2,450	\$ 93,910	\$ 79,425
4"	\$ 2,450	\$ 146,735	\$ 124,100

For connections to the water system with meters larger than 4 inches or when the unique usage characteristics of a large water user may require, the City will forecast the demands on an average day basis. The System Development Fee (SDF) will be calculated as follows:

$$\text{SDF} = \text{ADD} * 7.04$$

Where:

ADD is the the projected average day demand of the new user in gallons per day, and

7.04 equals the unit cost of the existing system buy-in component plus the unit cost of the development related new facility component.

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**Schedule I****WASTEWATER MONTHLY VOLUME CHARGES****Customer Class**

	<b><u>\$ per Ccf</u></b>
<b><u>Customers Within the City</u></b>	
Residential	\$ 2.75
Large Residential	\$ 2.75
Commercial-Domestic Strength	\$ 2.75
Commercial-High Strength	\$ 3.60
<b><u>Customers Outside the City</u></b>	<b>\$ 2.75</b>

---

**Schedule IA****MINIMUM MONTHLY WASTEWATER CHARGES**

<b><u>Meter Size (inches)</u></b>	<b><u>Inside City</u></b>	<b><u>Outside City</u></b>
3/4"	\$ 6.40	\$ 7.05
1"	\$ 8.10	\$ 8.90
1-1/2"	\$ 9.95	\$ 10.95
2"	\$ 10.45	\$ 11.50
3"	\$ 16.80	\$ 18.45
4"	\$ 63.75	\$ 70.15
6"	\$ 81.15	\$ 89.30
8"	\$ 121.70	\$ 133.90
10"	\$ 168.05	\$ 184.90

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**Schedule IB****LOCKWOOD WASTEWATER MONTHLY CHARGES****Lockwood Sewer District**

Volume Charge	\$.57/Ccf
Fixed Monthly Fee	\$8,148
Surcharge Fee	6%

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**Schedule II****WASTEWATER EXTRA STRENGTH SURCHARGE****Unit Charges**

X = BOD (\$/lb)	\$ 0.4212
Y = TSS (\$/lb)	\$ 0.4668

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**Schedule III****WASTEWATER SPECIAL FEES AND CHARGES**

1.) Application for extension of the wastewater collection system of the City	\$ 150.00
2.) Application for sanitary sewer service permits:	
(a) Domestic users service line installation permit	\$ 85.00
(b) Industrial users permit	\$ 1,450.00
3.) Special agreements	\$ 95.00
4.) Septage disposal permit fee (\$/1,000 gallons)	\$ 38.87
5.) City of Billings franchise fee	4.0%
6.) Late payment interest charge (%/month)	1.5%

---

**Schedule IV**

**REESTABLISHMENT OF WATER SERVICE CHARGE**

Normal Working Hours	\$ 75.00
Outside Normal Working Hours	\$ 115.00

---

**Schedule VI**

**WASTEWATER SYSTEM DEVELOPMENT FEES**

**Meter or Service Line Size**

3/4" or less(1 EDU)	\$ 1,560
1"	\$ 4,785
1-1/2"	\$ 13,895
2"	\$ 23,990
3"	\$ 62,240
4"	\$ 145,715

For connections to the wastewater system with meters larger than 4 inches or when the unique usage characteristics of a large wastewater user may require, the City will forecast the requirements for the flow, Biochemical Oxygen Demand (BOD), and Total Suspended Solids (TSS) to determine the number of Equivalent Dwelling Units (EDUs). The System Development Fee (SDF) will be calculated as follows:

$$\$5.46 * \text{Flow} * (.77 + (\text{BOD} * .12 / 200) + (\text{TSS} * .11 / 200))$$

Where:

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

The constants used in the above formula are:

\$5.46 equals the unit cost of the existing system buy-in component plus the unit cost of the development related new facility component.

.77 equals the proportion of the City's wastewater facilities allocated to the flow parameter in its cost-of service analysis.

.12 equals the proportion of the City's wastewater facilities allocated to the BOD parameter in its cost-of service analysis.

.11 equals the proportion of the City's wastewater facilities allocated to the TSS parameter in its cost-of service analysis.

---

**Schedule VII**

**LOCKWOOD WASTEWATER SYSTEM DEVELOPMENT FEES**

**Meter or Service Line Size**

3/4" or less(1 EDU)	\$ 620
1"	\$ 1,900
1-1/2"	\$ 5,520
2"	\$ 9,535
3"	\$ 24,735
4"	\$ 57,910

For connections to the wastewater system with meters larger than 4 inches or when the unique usage characteristics of a large wastewater user may require, the City will forecast the requirements for the flow, Biochemical Oxygen Demand (BOD), and Total Suspended Solids (TSS) to determine the number of Equivalent Dwelling Units (EDUs). The System Development Fee (SDF) will be calculated as follows:

$$\$2.19 * \text{Flow} * (.77 + (\text{BOD} * .12 / 200) + (\text{TSS} * .11 / 200))$$

Where:

Flow is the projected maximum monthly average wastewater flow of the new user in gallons per day, and

BOD is the projected BOD loading of the new user's effluent in milligrams per liter, and

TSS is the projected TSS loading of the new user's effluent in milligrams per liter.

The constants used in the above formula are:

\$2.19 equals the unit cost of the existing system buy-in component plus the unit cost of the development related new facility component.

.77 equals the proportion of the City's wastewater facilities allocated to the flow parameter in its cost-of service analysis.

.12 equals the proportion of the City's wastewater facilities allocated to the BOD parameter in its cost-of service analysis.

.11 equals the proportion of the City's wastewater facilities allocated to the TSS parameter in its cost-of service analysis.

2. That this Resolution is to be immediately filed in the City Clerk's Office and that the decision adopting the adjusted rates shall be final ten days after such are so filed.

**PASSED AND ADOPTED** by the City Council of the City of Billings, Montana, on the 13<sup>th</sup> day of May, 2013.

CITY OF BILLINGS

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

ATTEST:

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

## UTILITY RATE AND FEE SUMMARY

### Metered Water Monthly Volume Charges (\$ per Ccf)

#### Customer Class

	<u>Current</u>	<u>Proposed</u>
Residential		
Block 1 (0-4 Ccf)	\$ 1.73	\$ 1.95
Block 2 (5-16 Ccf)	\$ 1.84	\$ 2.10
Block 3 (>16 Ccf)	\$ 2.73	\$ 2.75
Non-Residential	\$ 1.35	\$ 1.62
Seasonal	\$ 2.32	\$ 2.75
Resale	\$ 1.72	\$ 1.74

### Minimum Monthly Water Charges (inside City customers)

<u>Meter Size</u>	<u>Current</u>	<u>Proposed</u>
3/4"	\$ 7.92	\$ 8.00
1"	\$ 9.01	\$ 9.01
1-1/2"	\$ 10.45	\$ 10.45
2"	\$ 14.41	\$ 14.41
3"	\$ 43.58	\$ 43.58
4"	\$ 54.35	\$ 54.35
6"	\$ 79.55	\$ 79.55
8"	\$ 108.37	\$ 108.37
10"	\$ 167.10	\$ 167.10

### Wastewater Monthly Volume Charges (\$ per Ccf)

#### Customer Class

	<u>Current</u>	<u>Proposed</u>
<u>Customers Within the City</u>		
Residential	\$ 2.50	\$ 2.75
Large Residential	n/a	\$ 2.75
Commercial-Domestic Strength	\$ 2.50	\$ 2.75
Commercial-High Strength	\$ 3.25	\$ 3.60
<u>Customers Outside the City</u>	\$ 2.50	\$ 2.75
Lockwood	\$ 0.162	\$ 0.570

### Minimum Monthly Wastewater Charges (inside City customers)

<u>Meter Size</u>	<u>Current</u>	<u>Proposed</u>
3/4"	\$ 6.35	\$ 6.40
1"	\$ 7.44	\$ 8.10
1-1/2"	\$ 8.59	\$ 9.95
2"	\$ 8.88	\$ 10.45
3"	\$ 12.86	\$ 16.80
4"	\$ 42.18	\$ 63.75
6"	\$ 53.03	\$ 81.15
8"	\$ 78.36	\$ 121.70
10"	\$ 107.31	\$ 168.05
Lockwood	\$ 18,506.00	\$ 8,148.00

**Private Fire Protection Charges (inside City Customers**

<u>Connection Size</u>	<u>Current</u>	<u>Proposed</u>
1-1/4"	\$ 18.40	\$ 19.30
1-1/2"	\$ 24.53	\$ 25.75
2"	\$ 39.25	\$ 41.20
3"	\$ 98.13	\$ 103.05
4"	\$ 171.72	\$ 180.30
6"	\$ 392.50	\$ 412.15
8"	\$ 686.88	\$ 721.25
10"	\$ 1,079.37	\$ 1,133.40
12"	\$ 1,594.54	\$ 1,632.10
14"	\$ 2,207.81	\$ 2,221.50

**System Development Fees**

	<u>Current</u>	<u>Proposed</u>
<b>Residential Water</b>	\$ 1,985	\$ 2,450

**Non-Residential Water**

<u>Meter/Service Line Size</u>	<u>Current</u>	<u>Proposed</u>
3/4" or less (1 EDU)	\$ 6,406	\$ 8,655
1"	\$ 10,861	\$ 14,675
1-1/2"	\$ 21,721	\$ 29,345
2"	\$ 34,754	\$ 46,955
3"	\$ 69,509	\$ 93,910
4"	\$ 108,607	\$ 146,735

**Wastewater**

<u>Meter/Service Line Size</u>	<u>Current</u>	<u>Proposed</u>
3/4" or less (1 EDU)	\$ 1,878	\$ 1,560
1"	\$ 5,766	\$ 4,785
1-1/2"	\$ 16,734	\$ 13,895
2"	\$ 28,885	\$ 23,990
3"	\$ 74,937	\$ 62,240
4"	\$ 175,434	\$ 145,715

**Lockwood**

<u>Meter/Service Line Size</u>	<u>Current</u>	<u>Proposed</u>
3/4" or less (1 EDU)	\$ 637	\$ 620
1"	\$ 1,957	\$ 1,900
1-1/2"	\$ 5,677	\$ 5,520
2"	\$ 9,792	\$ 9,535
3"	\$ 25,410	\$ 24,735
4"	\$ 59,483	\$ 57,910

**Special Fees and Charges**

	<b><u>Current</u></b>	<b><u>Proposed</u></b>
Application for extension of water or sewer system	\$ 140.00	\$ 150.00
Application for water or sewer permits	\$ 65.00	\$ 85.00
Industrial users permit	\$ 1,250.00	\$ 1,450.00
Special agreements	\$ 90.00	\$ 95.00
Small meter accuracy test fee	\$ 30.00	\$ 45.00
Large meter accuracy test fee	\$ 55.00	\$ 100.00
Hydrant meter rental (\$/day)	\$ 3.00	\$ 3.00
Construction meter setting and removal fee	\$ 27.00	\$ 40.00
Fireflow fee	\$ 85.00	\$ 90.00
Turn-on/off charge - normal working hours	\$ 25.00	\$ 30.00
Turn-on/off charge - outside normal working hours	\$ 85.00	\$ 85.00
Reestablishment of water service - normal working hours	\$ 60.00	\$ 75.00
Reestablishment of water - outside normal working hours	\$ 110.00	\$ 115.00
Utility bill insert fee (\$/insert)	\$ 0.40	\$ 0.40
Tapping Fee - 2" diameter tap or smaller	\$ 140.00	\$ 140.00
Tapping fee - > 2" diameter tap	\$ 310.00	\$ 310.00
Tapping fee extra charge for cylinder pipe	\$ 880.00	\$ 880.00
Flushing, testing, and chlorinating fee	\$ 85.00	\$ 100.00
City of Billings franchise fee	4.0%	4.0%
Late payment interest charge (%/month)	1.5%	1.5%
Water service line/fireline repair program fee (\$/month)	\$ 1.25	\$ 1.30
Wastewater extra strength surcharge - BOD (\$/lb)	\$ 0.4212	\$ 0.4212
Wastewater extra strength surcharge - TSS (\$/lb)	\$ 0.4668	\$ 0.4668
Septage disposal permit fee (\$/1,000 gallons)	\$ 38.87	\$ 38.87

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Public Hearing and First Reading of Ordinance Amending Billings Montana City Code (BMCC) Article 26-600, Industrial Waste Discharge

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

The City's industrial pretreatment program is published in the City Code (BMCC), Article 26-600 and was first adopted by the City Council in 1985. Since that initial adoption it has been modified several times. The last significant modification was approved in 1992 by the City Council and the United States Environmental Protection Agency (USEPA). This program controls substances discharged into the City's sanitary sewer system by the City's commercial and industrial customers. The proposed modifications are necessary for the City's program to continue to meet USEPA standards. In addition to City Council approval, the ordinance must also be approved by the USEPA prior to enacting it. Some of the modifications to the ordinance include:

- Modification of the local limits for pollutants. These are limits which are more inclusive or restrictive than the national pretreatment standards and are calculated based on the City's collection and treatment system.
- Updating and modifying the ordinance in keeping with the USEPA streamlining rule for pretreatment. This rule was designed to reduce the regulatory burden on both the pretreatment users of the sanitary system and the City of Billings.
- Updating and modifying the definitions section of the ordinance. This includes addressing the effect of one discharge in conjunction with other discharges (interference). The definitions also address biochemical oxygen demand (BOD) and cooling water.
- Expands and more clearly defines generally prohibited pollutants.
- Adopts best management practices as enforceable treatment standards.
- Clearly defines the City as the control authority authorized to implement the pretreatment regulations in the service area.
- Expands and updates the Industrial Discharge permits, permit revocation, enforcement and the record keeping sections of the ordinance.
- Modifies, updates, and more clearly defines significant non-compliance to the pretreatment program.
- Adds language to allow the City to modify Industrial Discharge permits.

- Addresses sludge discharges and/or accidental discharges that could violate the City's regulations and permit conditions or otherwise interfere or be incompatible with the City's system. It also addresses the subsequent notification and reporting of those discharges.

Staff provided a copy of the proposed changes to Article 26-600 to Council on April 17, 2013. Since that draft the local limits table in Section 26-604 (c) has been updated. No other modifications have been made to the document.

### **ALTERNATIVES ANALYZED**

City Council may approve or not approve the ordinance amending BMCC Article 26-600, Industrial Waste Discharge on first reading.

- Approving the ordinance will modify and update Article 26-600 of the BMCC to be in compliance with current USEPA standards and requirements for pretreatment.
- Not approving the ordinance won't update the pretreatment program to current USEPA standards and will not allow certain Significant Industrial Users (SIUs) to discharge into the City's wastewater collection system in the future.

### **FINANCIAL IMPACT**

There is no direct budget/financial impact from this action.

### **RECOMMENDATION**

Staff recommends that Council hold a public hearing and approve this ordinance on first reading which amends City Code Article 26-600, Industrial Waste Discharge, conditioned on approval by the USEPA.

### **APPROVED BY CITY ADMINISTRATOR**

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#### **Attachments**

BMCC Article 26 Ordinance

BMCC Article 26 Ordinance Attachment "A"

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**ORDINANCE NO. 13 - \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF BILLINGS,  
AMENDING BILLINGS MUNICIPAL CODE ARTICLE  
26, INDUSTRIAL WASTE DISCHARGE. PROVIDING  
FOR CERTIFICATION AND AMENDING ALL  
ORDINANCES AND RESOLUTIONS INCONSISTENT  
THEREWITH.

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

**Section 1. AMENDMENT.** Pursuant to Billings Municipal Code, Article 26, Industrial Waste Discharge is hereby amended as shown in Attachment "A".

**Section 2. SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

**Section 3. REPEALER.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 4. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

PASSED by the City Council on first reading this 13th day of May, 2013.

PASSED, ADOPTED and APPROVED on second reading this 28<sup>th</sup> day of May, 2013.

CITY OF BILLINGS

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

ATTEST:

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

1 | **ARTICLE 26-600. - INDUSTRIAL WASTE DISCHARGE** Attachment "A"

2 | Sec. 26-601. ~~— Purpose; Policy; Applicability and Authority of the City.~~

3 | Sec. 26-602. - Definitions.

4 | Sec. 26-603. - Abbreviations.

5 | Sec. 26-604. ~~— Prohibited Discharges and Limitations~~General discharge prohibitions.

6 | Sec. 26-605. ~~— Pretreatment and Monitoring Facilities.~~Accidental discharges; protection; notice.

7 | Sec. 26-606. ~~— Industrial Discharge Permits~~Specific pollutant limitations.

8 | Sec. 26-607. ~~— Recordkeeping.~~ Pretreatment program administration.

9 | Sec. 26-608. ~~— Confidential Information~~Fees.

10 | Sec. 26-609. ~~— Confidential information~~ Reserved.

11 | Sec. 26-610. ~~— Sample Collection and Analytical Methods~~Actions for violation; enforcement.

12 | Sec. 26-611. ~~— Reporting and Notification Requirements~~Pretreatment authority outside of city.

13 | Sec. 26-612. ~~— Right of Entry~~Severability; repealer; effective date.

14 | Sec. 26-613. – Fees.

15 | Sec. 26-614. – Compliance and Enforcement.

16 | Sec. 26-615. – Pretreatment Authority Outside of City.

17 | Sec. 26-616. – Affirmative Defenses to Discharge Violations.

18 | Sec. 26-617. – Severability; Repealer; Effective Date.

19 |  
20 | Sec. 26-601. ~~— Purpose; Policy; Applicability and Authority of the City.~~

21 |  
22 | (a) *Purpose.* This ~~article~~ Article sets forth uniform requirements for Industrial Users of the  
23 | city City's Publicly Owned Treatment Works (POTW) wastewater systems (WWS)  
24 | and enables the city City to comply with applicable State and federal laws, including the  
25 | Clean Water Act (33 U.S.C. Section 1251 et seq.) of 1977, and the federal General  
26 | Pretreatment Regulations (40 CFR, Part 403), ~~all as amended~~ and the City's Montana  
27 | Pollutant Discharge Elimination System (MTPDES) permit. The objectives of this ~~article~~  
28 | Article are to:

29 |  
30 | (1) Prevent the introduction of pollutants into the POTW municipal wastewater  
31 | system which will interfere with or upset the operation of the POTW wastewater  
32 | system treatment plant, or interfere with sludge use or disposal contaminate  
33 | treatment plant sludge with toxic or hazardous materials.

34 | (2) Prevent the introduction of incompatible pollutants into the POTW municipal  
35 | wastewater system and the wastewater system treatment plant which may pass  
36 | through the system without adequate treatment and into receiving waters or the  
37 | atmosphere or otherwise be incompatible with the system.

38 | (3) Prevent water quality violations resulting from direct discharges into waters of the  
39 | State, or violations of the MTontana Pollution Discharge Elimination System  
40 | permit for the wastewater system treatment plant.

41 | (4) Improve the opportunity to recycle and reclaim wastewaters and sludges from the  
42 | system.

43 | (5) Provide for equitable distribution of the costs of the program.

44 | (6) To provide for and promote the general health, safety and welfare of the citizens  
45 | residing within the City and connecting jurisdictions. ~~Establish and maintain a data~~

46 ~~base and inspection program sufficient to determine compliance with pretreatment~~  
47 ~~requirements.~~

48 (7) Enhance the efficiency and cost-effective operation of the POTW wastewater  
49 system.

50 (8) Protect the health and safety of ~~city~~ City residents and wastewater system workers  
51 and the general public.

52 (9) Protect the municipal wastewater system and wastewater treatment plant from  
53 physical damage.

54  
55 (b) *Policy.* This ~~article~~ Article provides for the regulation of industrial users, contributors or  
56 users of the ~~city~~ City's wastewater system through implementation and enforcement the  
57 development of the an I-industrial Ppretreatment pProgram. The City is authorized to ,  
58 including issuance of industrial discharge permits to -significant industrial users, and  
59 through enforcement of Pretreatment Standards and Requirements, general requirements  
60 for the significant industrial users. This article authorizes monitor discharges to the  
61 POTW, require industrial user monitoring and reporting and take other actions to meet  
62 the objectives of this Article.ing and enforcement activities, requires user reporting, The  
63 Industrial Pretreatment Program protects the wastewater system treatment and hydraulic  
64 capacity, improves the ability to serve existing and new customers within the service area  
65 of the wastewater system, outlines fees and charges for the equitable distribution of costs  
66 resulting from the program established herein, and establishesed penalties and remedies  
67 for violations of Ppretreatment Standards and Rrequirements.

68  
69 (c) *Applicability.* ~~This article, Any Industrial User, the discharge from which directly or~~  
70 indirectly enters the City's POTW from areas within or without the boundaries of the  
71 City, shall be bound by this Article as amended. This Article may be enforced against  
72 any Industrial User. the Act (as defined in section 26-602), and all adopted supplemental  
73 rules and regulations apply within the City of Billings and to persons outside the city who  
74 are, by contract or agreement with the city, users of the city's wastewater system. It shall  
75 be unlawful for any Industrial User to discharge any domestic or non-domestic wastewater  
76 into any natural waterway, any surface drainage, or storm drain in any area under the  
77 jurisdiction of the City. No industrial wastewater shall be discharged to the POTW unless  
78 done so in compliance with the provisions of this Article. Where an owner of property  
79 leases premises to a person as a tenant under any rental or lease agreement, if either the  
80 owner or the tenant is an Industrial User, either or both may be held responsible for  
81 compliance with the provisions of this Article. Except as otherwise provided herein, the  
82 Administrator or theirhis designee, shall implement, administer and enforce the  
83 provisions of this-artiele Article.

84  
85  
86 (d) Authority of the City.

87  
88 (1) Except as otherwise specified, the City Administrator shall administer,  
89 implement, and enforce the provisions of this Article. Any powers granted to or  
90 duties imposed upon the City Administrator may be delegated by the City  
91 Administrator to other City personnel.

92  
93 (2) The City shall attempt to notify in writing any Industrial User whom they have cause  
94 to believe is subject to a Categorical Pretreatment Standard or Requirement, or other  
95 applicable requirements promulgated by the EPA under the provisions of Section  
96 204(b) or 405 of the Act, or under the provisions of sections 3001, 3004, or 4004 of  
97 the Solid Waste Disposal Act. Failure of the City to so notify industrial users shall  
98 not relieve said industrial users from the responsibility of complying with applicable  
99 requirements. It is the responsibility of Significant Industrial Users to apply for and  
100 receive a permit prior to discharge, whether or not the Industrial User has been  
101 identified and formally requested to do so.

102  
103 (3) If wastewaters containing any pollutant, including excess flow, or as otherwise  
104 defined in this Article, are discharged or proposed to be discharged to the POTW,  
105 the City may take any action necessary to:

106  
107 (i) Prohibit the discharge of such wastewater;

108  
109 (ii) Require an Industrial User to demonstrate that in-plant facility modifications  
110 will reduce or eliminate the discharge of such substances in conformity with  
111 this Article;

112  
113 (iii) Require treatment, including but not limited to storage facilities or flow  
114 equalization necessary to reduce or eliminate the potential for a discharge to  
115 violate this Article;

116  
117 (iv) Require the Industrial User making, causing or allowing the discharge to pay  
118 any additional cost or expense incurred by the City for handling, treating,  
119 disposing or remediation costs as a result of wastes discharged to the  
120 wastewater treatment system;

121  
122 (v) Require the Industrial User to apply for and obtain a permit;

123  
124 (vi) Require timely and factual reports from the Industrial User responsible for  
125 such discharge; or

126  
127 (vii) Take such other action as may be necessary to meet the objectives of this  
128 Article.

129  
130 ~~(Ord. No. 85-4663, § 1, 9-9-85; Ord. No. 91-4886, § 1, 9-9-91)~~

131  
132  
133 Sec. 26-602. - Definitions.

134  
135 Unless the context specifically indicates otherwise, the words and terms used herein are defined  
136 and shall be interpreted for purposes of this ~~article~~ Article ~~and the rules and regulations~~ as  
137 follows:

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~~Accidental discharge means the unintentional and temporary discharge to the wastewater system of the prohibited waters or wastes, including those described in sections 26-604 and 26-606 or Chapter 22 of the rules and regulations.~~

~~Act or The Act means the Federal Water Pollution Control Act, Public Law 92-500, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq., and including amendments thereto by the Clean Water Act of 1977, Public Law 95-217, 33 U.S.C. section 466, et. seq., and as subsequently amended.~~

~~Administrator means the ~~city~~ City of Billings Administrator ~~of the City of Billings~~ or ~~their~~ his designee.~~

~~Approval Authority is the Rregional Aadministrator for Region 8, of the Environmental Protection Agency.~~

~~Authorized Rrepresentative of ~~the a significant~~ Iindustrial Uuser iincludes:~~

(a) If the Industrial User is a corporation:

(1) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation; or

(2) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including any person having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for Industrial Discharge Permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(b) If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively.

(c) If the user is a federal, state, or local government facility: A city or district or highest official appointed or designated to oversee the operation and performance of the activities of the governmental facility, or their designee.

(d) The individuals described in paragraphs a. through c, above, may designate another authorized representative if the authorization is made in writing, the authorization specifies the individual or a position responsible for the overall operation of the

184 facility from which the discharge originates or having overall responsibility for  
185 environmental matters for the company, and the written authorization is submitted to  
186 the City.

- 187  
188  
189 ~~(1) — A principal executive officer of at least the level of vice president having full actual~~  
190 ~~authority to act on behalf of the corporation, if the significant industrial user is a~~  
191 ~~corporation.~~  
192 ~~(2) — A general partner or proprietor if the significant industrial user is a partnership or~~  
193 ~~proprietorship, respectively.~~  
194 ~~(3) — A duly authorized representative of the individual designated above if such representative~~  
195 ~~is responsible for the overall operation of facilities from which any discharge originates.~~

196  
197 Best Management Practices (BMPs) are schedules of activities, prohibitions of practices,  
198 maintenance procedures, and other management practices to implement the General and Specific  
199 Prohibitions listed in Section 26-604 of this Article. BMPs may also include, but are not limited to,  
200 treatment requirements, operating procedures, and practices to control plant site runoff, spillage or  
201 leaks, sludge or waste disposal, or drainage from raw material storage. BMPs shall be considered  
202 Local Limits and Pretreatment Standards for the purposes of this Article and Section 307(d) of the  
203 Act (40 CFR Section 403.5(c)(4)).

204  
205 Biochemical Oxygen Demand (BOD<sub>5</sub>) is the quantity of oxygen utilized in the biochemical  
206 oxidation of organic matter under standard laboratory procedure over a period of five (5) days at  
207 twenty degrees (20°) Celsius and expressed in terms of milligrams per liter (mg/L).

208  
209 Categorical Industrial User is an Industrial User subject to a Categorical Pretreatment Standard.

210  
211 Categorical Pretreatment Standard or Categorical Standard means any regulation containing  
212 pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the  
213 Act (33 U.S.C. Section 1317) that apply to a specific category of industrial users and that appear in  
214 40 CFR chapter I, subchapter N, Parts 405-471.

215  
216 ~~Categorical standards means national categorical pretreatment standards or pretreatment~~  
217 ~~standard.~~

218  
219 City means the City of Billings, Montana.

220  
221 Code means ~~the Code of Ordinances of~~ the City of Billings, Montana City Code.

222  
223 Composite sample is a representative flow-proportioned sample generally collected within a  
224 twenty-four (24) hour period and combined according to flow. Time-proportional sampling may  
225 be approved or used by the District where time-proportional samples are believed representative  
226 of the discharge.

227  
228 Control Authority means the City of Billings.

229

230 Cooling water means:

231

232 (a) Contact. Water used for cooling purposes which comes in contact with any raw material,  
233 intermediate product, waste product or finished product.

234

235 (b) Noncontact. Water used for cooling purposes which does not comes in contact with any raw  
236 material, intermediate product, waste product or finished product and the only pollutant  
237 added is heat.

238

239

240 ~~Cooling water means the water discharged from any use such as air conditioning, cooling or~~  
241 ~~refrigeration, or to which the only pollutant added is heat.~~

242

243 ~~Council~~ means the city City Ceouncil of the City of Billings, Montana.

244

245 Daily Maximum Discharge Limit is the maximum allowable concentration of a pollutant(s) that may  
246 be discharged during a twenty-four (24) hour period or as specified in an industrial user discharge  
247 permit. Where daily maximum limitations are expressed in units of mass, the discharge is the total  
248 mass discharged over the sampling period.

249

250 ~~Department~~ means the Ppublic Wworks Department of the City of Billings.

251

252 Director is the City of Billings Director of Public Works or designee that supervises the operation of  
253 the Publicly Owned Treatment Works and who is charged with certain duties and responsibilities  
254 under this Article, or their duly authorized representative.

255

256 ~~Discharge is the direct or indirect introduction of treated or untreated wastewater into the waters~~  
257 ~~of the State of Montana, either through the municipal wastewater system and wastewater system~~  
258 ~~treatment plan, or through a point source into state waters.~~

259

260 Domestic Sewage is domestic (sanitary) wastewater from residential sources including, but not  
261 limited to wastewater from kitchen, bath, and laundry facilities; or wastewater from the personal  
262 sanitary conveniences (toilets, showers, bathtubs, fountains, noncommercial sinks and similar  
263 structures) of commercial, industrial or institutional buildings, provided that the wastewater exhibits  
264 characteristics that are similar to those of wastewater from normal residential activities.

265

266 ~~Domestic wastes or sanitary wastes means liquid wastes:~~

267

268 (1) ~~From the noncommercial preparation, cooking and handling of food; or~~

269 (2) ~~Containing human excrement and similar matter from the sanitary conveniences of~~  
270 ~~dwelling, commercial buildings, industrial facilities and institutions.~~

271

272 ~~Environmental P~~rotection Agency or EPA means the United States Environmental Protection  
273 Agency, or where appropriate, the term may also be used as a designation for the Aadministrator  
274 or other duly authorized official of said Agency.

275

276 Existing Source is a source of discharge by an Industrial User, the construction of which  
277 commenced prior to the publication of the proposed Categorical Pretreatment Standard which is  
278 subsequently promulgated in accordance with Section 307 of the Clean Water Act, or as otherwise  
279 specified in the applicable Categorical Pretreatment Standard.

280  
281 *Grab sample* means a sample which is taken from a waste stream on a one-time basis with no  
282 regard to the flow in the waste stream and over a period of time not to exceed fifteen (15)  
283 minutes without consideration of time.

284  
285  
286 Gravity Grease Interceptor is a plumbing appurtenance or appliance that is installed in a sanitary  
287 drainage system to intercept FOG (fats, oil and grease) from a wastewater discharge and is designed  
288 for gravity separation considering calculated retention times and volumes for each facility. This is  
289 an in-ground interceptor that is located outside the facility.

290  
291 Grease Trap is a device designed to retain grease from one to a maximum of four fixtures per  
292 International Plumbing Code. A Grease Trap is not appropriate for use on heated water (e.g.  
293 dishwasher) or in-line to a waste disposal unit (e.g., garbage disposal and garbage grinders). A  
294 Grease Trap is a small, indoor device. Grease Traps are not approved for installation in food  
295 service establishments that prepare food on site, or serve catered food and have a dishwasher or a  
296 garbage disposal.

297  
298  
299 ~~*Harmful contribution* means an actual or threatened discharge or introduction of industrial~~  
300 ~~wastes to the wastewater system which presents or may present an imminent or substantial~~  
301 ~~endangerment to the health and welfare of persons, or to the environment; or which inhibits or~~  
302 ~~interferes with the physical or lawful operation of the wastewater system; or which causes the~~  
303 ~~city or the wastewater treatment plant to violate any condition of its Montana Pollutant~~  
304 ~~Discharge Elimination System permit; or which causes the city to expend effort and resources~~  
305 ~~beyond that normally required.~~

306  
307  *Holding tank waste*  means any waste from holding tanks such as vessels, chemical toilets,  
308 campers, trailers, recreational vehicles, septic tanks or septage haulers.

309  
310 Indirect Discharge or Discharge is the introduction of pollutants into a POTW from any non-  
311 domestic source regulated under Section 307(b), (c) or (d) of the Act (including holding tank  
312 waste discharged into the system).

313  
314 *Industrial* means of or pertaining to industry, manufacturing, agriculture, commerce, trade, or  
315 business, as distinguished from domestic or residential.

316  
317 ~~*Industrial Ddischarge Ppermit* is a permit issued to an Industrial User that limits and/or prohibits~~  
318 ~~the discharge of pollutants or flow to the POTW and establishes other Pretreatment Standards~~  
319 ~~and Requirements document as set forth in Ssections 26-606-26-607 and 26-609 and of this~~  
320 ~~article Article and the applicable adopted rules and regulations which licenses and conditions the~~  
321 ~~nature and amount of contribution of industrial wastes into the wastewater system.~~

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~~*Industrial User is a source of Indirect Discharge.* means any person or source that introduces or discharges wastewater from industrial processes into the wastewater system, or any nondomestic user or source regulated under Section 307(b), (c), or (d) of the Clean Water Act.~~

~~*Industrial (non-domestic) waste* is the liquid or solid wastes from industrial manufacturing processes, trade or business activities producing non-domestic or non-residential sewage as distinct from domestic wastewater.~~

~~*Industrial wastes or wastewater* means all liquid or water-carried wastes other than domestic or sanitary wastes. The term includes, by way of example and not by limitation, the trade wastes produced by food processing and bottling plants, food manufacturing plant, slaughtering plants, tallow works, plating works, disposal services, industrial cleaning plants, fertilizer plants, car and truck washing operations, vehicle repair facilities, commercial laundries and cleaning establishments, cooling plants, industrial plants, factories, feedlots, and chemical treatment installations.~~

~~*Instantaneous limit* is the maximum or minimum concentration or measurement of a pollutant property allowed to be discharged at any time for any length of time. For pollutants, compliance is typically determined by use of a grab sample.~~

~~*Interference* is a discharge, which alone or in conjunction with a discharge or discharges from other sources, both:~~

- ~~(a) Inhibits or disrupts the POTW treatment processes, or operations or its sludge processes, use or disposal; and~~
- ~~(b) Therefore, is a cause of violation of any requirement of the City’s MPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued hereunder, or any more stringent state or local regulations: Section 405 of the Act; the Solid Waste Disposal Act (SWDA), including Title II commonly referred to as the Resources Conservation and Recovery Act (RCRA); any State regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solids Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.~~

~~*Interference* means the inhibition or disruption of the wastewater system treatment processes or operations which causes a violation of any requirement of the wastewater system’s Montana Pollutant Discharge Elimination System Permit, or of the requirements of any agency with jurisdiction over discharges by the wastewater treatment plant into the receiving waters. The term also includes contamination of treatment plant sludge byproducts.~~

366 Local Limits mean any regulation containing pollution discharge limits promulgated by the City in  
367 accordance with 40 CFR Section 403.5(c) and (d), which are deemed to be Pretreatment Standards  
368 and contained in Section 26-604(c) of this Article.

369 ~~Local limits means discharge limitations as established by the city.~~

370  
371  
372 Montana Ppollutant Ddischarge Eelimination Ssystem (MPDES) permit is a permit issued  
373 pursuant to Section 402 of the Act (33 U.S.C. Section 1342), allowing discharge of pollutants  
374 from point sources into navigable waters of the United States or waters of the State of Montana.

375  
376 ~~National categorical pretreatment standards or pretreatment standard means any regulation~~  
377 ~~containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b)~~  
378 ~~and (c) of the Clean Water Act (33 U.S.C. Section 1317) which applies to a specific category of~~  
379 ~~primary industrial users.~~

380  
381 ~~National prohibitive discharge standard or prohibitive discharge standard means any federal~~  
382 ~~regulation developed under the authority of Section 307(b) of the Clean Water Act, including the~~  
383 ~~General Pretreatment Regulations (40 CFR Section 403.5).~~

384  
385 New Ssource means

386  
387 (a) Any building, structure, facility or installation from which there is or may be a  
388 Discharge of pollutants, the construction of which commenced after the publication of  
389 proposed Pretreatment Sstandards under Section 307(c) of the Act which will be  
390 applicable to such source if such Sstandards are thereafter promulgated in accordance  
391 with that section, provided that:

392  
393 (1a) The building, structure, facility or installation is constructed at a site at which no  
394 other source is located; or

395 (2b) The building, structure, facility or installation totally replaces the process or  
396 production equipment that causes the discharge of pollutants at an existing source;  
397 or

398 (3e) The production or wastewater generating processes of the building, structure,  
399 facility or installation are substantially independent of an existing source at the  
400 same site. In determining whether these are substantially independent, factors such  
401 as the extent to which the new facility is integrated with the existing plant, and the  
402 extent to which the new facility is engaged in the same general type of activity as the  
403 existing source should be considered.

404  
405 (b) Construction on a site at which an existing source is located results in a modification rather  
406 than a New Source if the construction does not create a new building, structure, facility or  
407 installation meeting the criteria of paragraphs (a)(2) or (a)(3) of this definition but otherwise  
408 alters, replaces, or adds to existing process or production equipment.

409  
410 (c) Construction of a New Source as defined under this paragraph has commenced if the owner  
411 or operator has:

412  
413 (1) Begun, or caused to begin as part of a continuous onsite construction program:

414  
415 (i) Any placement, assembly, or installation of facilities or equipment; or

416  
417 (ii) Significant site preparation work including clearing, excavation, or removal  
418 of existing buildings, structures, or facilities which is necessary for the  
419 placement, assembly, or installation of new source facilities or equipment;  
420 or

421  
422 (2) Entered into a binding contractual obligation for the purchase of facilities or  
423 equipment which are intended to be used in its operation within a reasonable time.  
424 Options to purchase or contracts which can be terminated or modified without  
425 substantial loss, and contracts for feasibility, engineering, and design studies do not  
426 constitute a contractual obligation under this paragraph.

427  
428  
429 *Pass ~~T~~through* means a discharge which exits the WWTP into water of the United States ~~the~~  
430 receiving stream in quantities or concentrations which, alone or in conjunction with a discharge  
431 or discharges from other sources, is a cause of a violation of any requirement of the ~~city~~ City's  
432 MPDES permit, including an increase in the magnitude or duration of a violation.

433  
434 *Person* means any individual, partnership, co-partnership, firm, company, corporation, group,  
435 association, trust, estate, governmental entity, political subdivision, or any other legal entity, or  
436 their legal representatives, agents, or assigns. ~~The masculine gender shall include the feminine,~~  
437 ~~and the singular shall include the plural where indicated by the context.~~

438  
439  
440 pH is the intensity of acid or base condition of the solution expressed as the logarithm (base 10) of  
441 the reciprocal of the concentration of hydrogen ions expressed in moles per liter of solution and  
442 reported as Standard Units (SU).

443  
444 ~~*Pollution* means the alteration of the chemical, physical, biological, or radiological integrity of~~  
445 ~~water by human activity.~~

446  
447 *Pollutant* means any dredged soil, solid waste, incinerator residue, filter backwash, sewage,  
448 garbage, septic waste, sewage sludge, munitions, chemical wastes, biological materials,  
449 radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended  
450 (42 U.S.C. 2011 et seq.)), heat, wrecked or discarded ~~charged~~ equipment, rock, sand, cellar dirt,  
451 and industrial, municipal, and agricultural waste and certain characteristics of wastewater (e.g.,  
452 pH, temperature, TSS, turbidity, color, BOD<sub>5</sub>, COD, toxicity, or odor) discharged into or with  
453 water.

454  
455 *Pollution* means the alteration of the chemical, physical, biological, or radiological integrity of  
456 water by human activity.

458 ~~Pretreatment or treatment~~ means the reduction of the amount of pollutants, the elimination of  
459 pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu  
460 of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration  
461 may be obtained by physical, chemical or biological processes, process changes or by other  
462 means, except as prohibited by 40 CFR Section 403.6(d). Appropriate pretreatment technology  
463 includes control equipment, such as equalization tanks or facilities, for protection against surges  
464 or slug loadings that might interfere with or otherwise be incompatible with the POTW.  
465 However, where wastewater from a regulated process is mixed in an equalization facility with  
466 unregulated wastewater or with wastewater from another regulated process, the effluent from the  
467 equalization facility must meet an adjusted pretreatment limit calculated in accordance with 40  
468 CFR Section 403.6(e).

~~the alteration of the rate of their introduction into the wastewater system, or the alteration of the~~  
470 ~~nature of pollutant properties in wastewater to a less harmful state, prior to or in lieu of~~  
471 ~~discharging or otherwise introducing such pollutants into a wastewater system. The reduction or~~  
472 ~~alteration can be achieved by physical, chemical or biological processes, process changes, or by~~  
473 ~~other means, except as prohibited by 40 CFR Section 403.6(d).~~

474  
475 *Pretreatment Requirement* means any substantive or procedural requirement related to  
476 Ppretreatment, other than a including national Categorical Ppretreatment Sstandards, imposed  
477 on an Iindustrial Uuser.

478  
479 *Pretreatment Standard, National Pretreatment Standard, or Standard* means any regulation  
480 containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b)  
481 and (c) of the Act, which applies to Industrial Users. The term includes prohibitive discharge limits,  
482 local limits, and Best Management Practices that are or may be established by the City. In cases of  
483 differing standards or regulations, the most stringent standard shall apply.

484  
485 *Publicly Owned Treatment Works (POTW)* means a treatment works as defined by Section 212 of  
486 the Act (33 U.S.C 1292), which is owned by the City. This definition includes any devices or  
487 systems used in the collection, storage, treatment, recycling, and reclamation of municipal sewage  
488 or industrial wastes of a liquid nature and any sewers, pipes or other conveyances which convey  
489 wastewater to the treatment plant. The term also means the municipality having jurisdiction over  
490 the Indirect Discharges to and the discharges from the treatment works.

491  
492 *Rules and Regulations* means all rules and regulations promulgated by the Aadministrator for  
493 administration and operation of the municipal water and wastewater utilities as provided for in  
494 Section 26-101 of the Billings, Montana City Code.

495  
496 *Septage* means the mixed liquid and solid contents pumped from septic tanks used for receiving  
497 primarily segregated domestic wastes or wastes from sanitary conveniences.

498  
499 *Significant Industrial User (SIU):* Except as provided in paragraphs (c) and (d) of this definition, a  
500 Significant Industrial User is:

501  
502 (a) An Industrial User subject to Categorical Pretreatment Standards; or  
503

- 504 (b) An Industrial User that:  
505  
506 (1) Discharges an average of twenty-five thousand gallons per day (25,000 gpd) or  
507 more of process wastewater to the POTW (excluding sanitary, noncontact cooling,  
508 and boiler blowdown wastewater);  
509  
510 (2) Contributes a process wastestream which makes up five percent (5%) or more of the  
511 average dry weather hydraulic or organic capacity of the POTW treatment plant; or  
512  
513 (3) Is designated as such by the City on the basis that the Industrial User has a  
514 reasonable potential for adversely affecting the POTW's operation or for violating  
515 any Pretreatment Standard or Requirement.  
516

517 (c) The City may determine that an Industrial User subject to Categorical Pretreatment  
518 Standards is a Non-Significant Categorical Industrial User rather than a Significant  
519 Industrial User upon a finding that the Industrial User never discharges more than one  
520 hundred gallons per day (100 gpd) of total categorical wastewater (excluding sanitary, non-  
521 contact cooling and boiler blowdown wastewater, unless specifically included in the  
522 Pretreatment Standard) and the following conditions are met;  
523

- 524 (1) The Industrial User, prior to the City's finding, has consistently complied with all  
525 applicable Categorical Pretreatment Standards and Requirements;  
526  
527 (2) The Industrial User annually submits the certification statement as found in 40 CFR  
528 403.12(g) together with any additional information necessary to support the  
529 certification statement; and  
530  
531 (3) The Industrial User never discharges any untreated concentrated wastewater.  
532

533 (d) Upon finding by the City that an Industrial User meeting the criteria in Section B of this  
534 definition has no reasonable potential for adversely affecting the POTW's operation or for  
535 violating any Pretreatment Standards or Requirement, the City may at any time, on its own  
536 initiative or in response to a petition received from an Industrial User, and in accordance  
537 with 40 CFR 403.8(f)(2), determine that such Industrial User is not a Significant Industrial  
538 User.  
539

540 ~~Significant industrial user is any user of the city's wastewater collection, treatment and disposal~~  
541 ~~system who:~~  
542

- 543 ~~(a) — Is subject to categorical standards as defined herein; or~~  
544 ~~(b) — Discharges an average of twenty five thousand (25,000) gallons per day or more of~~  
545 ~~process wastewater to the WWS, excluding sanitary, noncontact cooling and boiler~~  
546 ~~blowdown wastewater; or~~  
547 ~~(c) — Contributes a process wastestream which makes up five (5) percent or more of the~~  
548 ~~average dry weather hydraulic or organic capacity of the WWTP; or~~

549 (d) — ~~Is designated as such by the city on the basis that the industrial user has a potential for~~  
550 ~~adversely affecting the WWS or for violating any pretreatment standard or requirement.~~

551  
552 ~~Significant violator means an industrial user who is in significant noncompliance by violating~~  
553 ~~one or more of the following criteria:~~

554  
555 (a) — ~~Chronic violations of wastewater discharge limits, defined as those in which sixty-six~~  
556 ~~(66) percent or more of all of the measurements taken during a six-month period exceed,~~  
557 ~~by any magnitude, the daily maximum limit or the average limit for the same pollutant~~  
558 ~~parameter;~~

559 (b) — ~~Technical review criteria (TRC) violations, defined as those in which thirty-three (33)~~  
560 ~~percent or more of all of the measurements for each pollutant parameter taken during a~~  
561 ~~six-month period equal or exceed the product of the daily maximum limit or the average~~  
562 ~~limit times the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil, and grease and 1.2~~  
563 ~~for all other pollutants except pH);~~

564 (c) — ~~Any other violation of a pretreatment effluent limit (daily maximum or longer-term~~  
565 ~~average) that the administrator determines has caused, alone or in combination with other~~  
566 ~~discharges, interference or pass-through, including endangering the health of city~~  
567 ~~personnel or the general public;~~

568 (d) — ~~Any discharge of a pollutant that has caused imminent endangerment to human health,~~  
569 ~~welfare or the environment or has resulted in the city's exercise of its emergency~~  
570 ~~authority specified herein to halt or prevent such a discharge;~~

571 (e) — ~~Failure to meet, within ninety (90) days after the scheduled date, a compliance schedule~~  
572 ~~milestone contained in a local control mechanism or enforcement order for starting~~  
573 ~~construction, completing construction or attaining final compliance;~~

574 (f) — ~~Failure to provide, within thirty (30) days after the due date, required reports such as~~  
575 ~~baseline monitoring reports, ninety-day compliance reports, periodic self-monitoring~~  
576 ~~reports and reports on compliance with compliance schedules;~~

577 (g) — ~~Failure to accurately report noncompliance; or~~

578 (h) — ~~Any other violation or group of violations which the administrator determines will~~  
579 ~~adversely affect the operation or implementation of the local pretreatment program.~~

580  
581 ~~Slug *Discharge* means any discharge at a flow rate or concentration, which could cause a~~  
582 ~~violation of the Specific Prohibitions in Section 26-604(b). A Slug Discharge is any discharge of a~~  
583 ~~non-routine, episodic nature, including but not limited to an accidental spill or a non-customary~~  
584 ~~batch discharge, or a discharge which exceeds the hydraulic or design of an Industrial Users~~  
585 ~~treatment system or any part of the treatment unit including a discharge which has a reasonable~~  
586 ~~potential to cause Interference or Pass Through or in any other way violate an applicable~~  
587 ~~Pretreatment Standard or Requirement or an Industrial Discharge Permit issued by the City.~~  
588 ~~pollutant, including oxygen-demanding pollutants (BOD, etc.), released in a discharge of such~~  
589 ~~volume or strength as to cause interference in the WWS.~~

590  
591 ~~Source means any building, structure, facility, or installation from which there may be a~~  
592 ~~discharge of pollutants.~~

593

594 *Standard Industrial Classification (SIC)* means a classification pursuant to the Standard  
595 Industrial Classification Manual issued by the Executive Office of the President, Office of  
596 Management and Budget, 1972, as amended.

597  
598 *State* means the State of Montana.

599  
600 *Total Suspended Solids* is the total suspended matter, expressed in milligrams per liter, that floats on  
601 the surface of, or is suspended in, water, wastewater or other liquids, and which is removable by  
602 laboratory filtering in accordance with procedures approved in 40 CFR Part 136, as amended.

603  
604 *Toxic pollutant* includes, but is not limited to, any pollutant or combination of pollutants listed as  
605 toxic in regulations promulgated by the Administrator of the EPA under the provisions of  
606 Section 307(a) of the Act or as otherwise listed in 40 CFR Part 122, Appendix D ~~other applicable~~  
607 ~~laws.~~

608  
609 ~~*User* means any person who discharges, causes, or permits the discharge or introduction of~~  
610 ~~wastewater into the wastewater system.~~

611  
612 *Wastewater* or *sewage* means the liquid and water-carried industrial or domestic wastes from  
613 dwellings, commercial buildings, industrial facilities and institutions ~~together with any~~  
614 ~~groundwater, surface water and storm water that may be present,~~ whether treated or untreated,  
615 which ~~are is~~ discharged into or permitted to enter the POTW ~~wastewater system.~~

616  
617 *Wastewater treatment plant (WWTP)* is that portion of the waste water system designed to  
618 provide treatment to wastewater.

619  
620 ~~*Wastewater system (WWS)* means wastewater treatment works as defined by Section 212 of the~~  
621 ~~Act (33 U.S.C. Section 1292) which are owned by the city, or which are managed and operated~~  
622 ~~by the city; includes any sewers that convey wastewater to the WWTP from within the WWTP~~  
623 ~~service area, but excludes pipes, sewers, or other conveyances not directly or indirectly~~  
624 ~~connected to the treatment facility. For the purposes of this article, WWS shall also include any~~  
625 ~~sewers that convey wastewaters to the WWS from persons or sources outside the city who are,~~  
626 ~~by contract or agreement with the city or connecting sanitation districts, users of the city's WWS.~~

627  
628 *Waters of the Sstate* means all streams, lakes, ponds, marshes, watercourses, waterways, wells,  
629 springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or  
630 accumulations of water, surface or underground, natural or artificial, public or private, which are  
631 contained within, flow through, or border upon the state or any portion thereof.  
632 (Ord. No. 85-4663, § 2, 9-9-85; Ord. No. 06-5356, § 14, 1-9-06)

633  
634 Sec. 26-603. - Abbreviations.

635  
636 The following abbreviations shall have the designated meanings for the purposes of this ~~article~~  
637 Article and the supplemental Rrules and Rregulations:

638  
639 *BMCC*: Billings, Montana City Code.

640 BMP: Best Management Practice.  
641 BOD<sub>5</sub>: Biochemical Oxygen Demand.  
642 CFR: Code of Federal Regulations.  
643 ~~COD: Chemical oxygen demand.~~  
644 EPA: Environmental Protection Agency.  
645 LEL: Lower Explosive Limit  
646 mg/LA: milligrams per liter.  
647 MPDES: Montana Pollutant Discharge Elimination System.  
648 POTW: Publicly Owned Treatment Works  
649 SIC: Standard Industrial Classification.  
650 SIU: Significant Industrial User  
651 SNC: Significant Noncompliance  
652 TSS: Total Suspended Solids  
653 ~~WWS: Wastewater system.~~  
654 WWTP: Wastewater Treatment Plant.  
655 U.S.C.: United States Code.  
656 ~~TSS: Total suspended solids.~~  
657 ~~(Ord. No. 85-4663, § 3, 9-9-85)~~  
658  
659 Sec. 26-604. — Prohibited Discharges and Limitations~~General discharge prohibitions.~~  
660  
661 ~~(a) — Unlawful discharge. It shall be unlawful to discharge any industrial wastewater or~~  
662 ~~polluted waters into any natural outlet within the City of Billings, or within any area~~  
663 ~~under the jurisdiction of the city, except where suitable treatment has been provided, and~~  
664 ~~except as authorized by the administrator in accordance with the provisions of this article.~~  
665 ~~(b) — Harmful contributions. No person or user shall introduce, discharge, or cause to be~~  
666 ~~discharged into the municipal wastewater system or WWTP, any pollutant or wastewater~~  
667 ~~which may cause interference with the operation or performance of the WWS, or which~~  
668 ~~constitutes a harmful contribution to the WWS, or which may pass through the WWS so~~  
669 ~~as to cause the WWS to violate terms of its MPDES permit or other applicable laws and~~  
670 ~~regulations. These general prohibitions apply to all users of the WWS, whether or not the~~  
671 ~~user is subject to national categorical pretreatment standards or any other national, state,~~  
672 ~~or local pretreatment standards or requirements, including specific pollutant limitations~~  
673 ~~developed pursuant to section 26-606 of this article.~~  
674  
675 (a) General Prohibitions  
676  
677 An Industrial User may not introduce into a POTW any pollutant(s) which cause Pass  
678 Through or Interference. These General Prohibitions and the Specific Prohibitions in  
679 paragraph (b) of this Section apply to each Industrial User introducing pollutants into a  
680 POTW whether or not the Industrial User is subject to other Pretreatment Standards or  
681 Requirements.  
682  
683 (b) The following Specific Prohibitions apply to the discharge of wastewater to the POTW from  
684 all industrial users:  
685

- 686 (1) Pollutants which create a fire or explosion hazard in the POTW, including, but not  
687 limited to, wastestreams with a closed cup flashpoint of less than 140 degrees  
688 Fahrenheit or 60 degrees Celsius using the test methods specified in 40 CFR Section  
689 261.21. The Administrator may require industrial users with the potential to  
690 discharge flammable, combustible or explosive substances to install and maintain  
691 an approved combustible gas detection meter or explosion hazard meter. No two  
692 successive readings on an explosion hazard meter at the point of discharge shall  
693 be more than five percent (5%), nor any one reading more than ten percent (10%),  
694 of the Lower Explosive Limit (LEL) of the meter.  
695  
696 (2) Pollutants which will cause corrosive structural damage to the POTW, but in no case  
697 discharges with pH lower than 5.5 or greater than 12.5.  
698  
699 (3) Solid or viscous pollutants in amounts which will cause obstruction to the flow in  
700 the POTW resulting in the Interference.  
701  
702 (4) Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a  
703 discharge at a flow rate and/or pollutant concentration which will cause Interference  
704 with the POTW.  
705  
706 (5) Heat in amounts which will inhibit biological activity in the POTW resulting in  
707 Interference, but in no case heat in such quantities that the temperature at the POTW  
708 Treatment Plant exceeds 40 degrees Celsius (104°F) unless the EPA, upon request  
709 of the POTW, approves alternate temperature limits.  
710  
711 (6) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in  
712 amounts that will cause Interference or Pass Through.  
713  
714 (7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the  
715 POTW in a quantity that may cause acute worker health and safety problems.  
716  
717 Any discharge containing a toxic, poisonous or infectious substance in sufficient  
718 quantity to injure or interfere with any sewage treatment process, constitute a  
719 hazard to humans or animals, pollutants which result in the presence of toxic  
720 gases, vapors, or fumes within the POTW in a quantity that may cause worker  
721 health and safety problems or create any hazard in the receiving waters of the  
722 POTW.  
723  
724 (8) Any trucked or hauled pollutants, except as approved by the City in writing and  
725 discharged at the WWTP septage receiving station.  
726  
727 (9) Any water or waste containing free or floating oil and grease, or any discharge  
728 containing animal fat or grease by-product in excess of one hundred milligrams per  
729 liter (100 mg/L) except:  
730

- 731                    (i) A food service establishment that has installed and is properly operating and  
732                    maintaining a grease interceptor and implementing required BMPs; or  
733
- 734                    (ii) An Industrial User that is permitted as for trucked and hauled waste and  
735                    discharges its waste at a discharge point specified by the City and in full  
736                    compliance with its permit.  
737
- 738                    (10) Removing wastes collected in a grease trap, grease/sand interceptor, waste collection  
739                    tank or other treatment device and reintroducing any portion of the wastes back into  
740                    the wastewater collection system either directly or indirectly.  
741
- 742                    (11) Stormwater drainage from ground resulting in Infiltration and Inflow (I&I)  
743                    through the Industrial User's service line(s) or surface, roof drains, catch basins,  
744                    unroofed area drains (e.g. commercial car washing facilities) or any other source  
745                    unless otherwise approved by the Administrator. Specifically prohibited is the  
746                    connection of roof downspouts, exterior foundation drains, areaway drains, or  
747                    other sources of surface runoff or ground water to a building sewer or building  
748                    drain which in turn is connected directly or indirectly to the City's wastewater  
749                    collection system. No person shall connect or discharge water from underground  
750                    drains, sump pump discharges, natural springs and seeps, water accumulated in  
751                    excavation or grading or any other water associated with construction activities  
752                    unless specifically authorized by the Administrator.  
753
- 754                    (12) Any substance which may cause the POTW's effluent, sludge, or residue to be  
755                    unsuitable for, or interfere with, the reclamation or reuse process.  
756
- 757                    (13) A Slug Discharge as defined in Section 26-602.  
758
- 759                    (14) Any substance which will cause the POTW to violate the MPDES permit or the  
760                    receiving water quality standards.  
761
- 762                    (15) Any pollutant discharged directly into a manhole or other opening in the POTW  
763                    unless specifically authorized by the City or as otherwise permitted under this  
764                    Article. Prohibited is the opening of a manhole or discharging into any opening in  
765                    violation of this Article.  
766
- 767                    (16) Liquid wastes from chemical toilets, and trailers, campers or other recreational  
768                    vehicles which have been collected and/or held in tanks or other containers shall not  
769                    be discharged into the POTW except at locations authorized by the City to collect  
770                    such wastes.  
771
- 772                    (17) No chemicals, materials, or substances, including but not limited to, paints, solvents,  
773                    boiler or water treatment chemicals, sludges, chemicals, or wastes shall be stored in  
774                    proximity to a floor drain or other sewer openings. Containers shall be clearly  
775                    labeled and stored in a place where the chemicals, materials, substances or wastes, in  
776                    case of leakage or rupture of the container, cannot enter the wastewater collection

777 system. The storage of any chemicals, materials, substances or wastes that leak or  
778 have potential to leak or discharge into the wastewater collection system which may  
779 create an explosion hazard or in any way have a deleterious effect to the POTW or  
780 constitute a nuisance or a hazard to POTW personnel, the general public, the  
781 environment, or the receiving stream shall be prohibited.  
782

783 (18) Any water contaminated as a result of discharge from aboveground and/or  
784 underground gasoline, diesel fuels, fuel oil, kerosene, and jet fuel tanks, tank  
785 accessories, and/or pipelines without applying for and obtaining a permit prior to  
786 discharge.  
787

788 (19) Any wastes containing detergents, surface-active agents, or other substances in  
789 concentrations which cause excessive foaming in the POTW or cause or contribute  
790 to Interference or Pass Through.  
791

792 (20) Wastes that have been collected and/or held in a tank or other container and where  
793 such wastes fail to comply with any Pretreatment Standard.  
794

795 (21) Any radioactive substance, the discharge of which, does not comply with limits  
796 established by the District or other regulations set forth by the Montana Department  
797 of Environmental Quality or that violates any applicable federal standards.  
798

799 (22) Any water or waste which contains grease or oil or any other substances that will  
800 solidify or become discernibly viscous at temperatures between thirty-two degrees  
801 (32°) Fahrenheit (0° Celsius) and one hundred fifty degrees (150°) Fahrenheit (65.5°  
802 Celsius).  
803

804 (23) Any garbage that has not been properly shredded.  
805

806 (24) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar,  
807 plastics, wood, paunch manure or any other solid or viscous substance capable of  
808 causing obstruction to the flow in sewers, or other Interference with the proper  
809 operation of the POTW.  
810

811 (25) Any discharge containing suspended solids of such character and quantity that  
812 unusual attention or expense is required to handle such materials at the WWTP.  
813

814 (26) Any noxious or malodorous gas or substance capable of creating a public  
815 nuisance.  
816

817  
818 ~~(c) Prohibited discharges. In addition to the prohibited waters or wastes described above, a~~  
819 ~~user shall not introduce or discharge the following substances into the WWS:~~  
820

821 ~~(1) Any wastewater containing toxic pollutants in sufficient quantity to exceed the~~  
822 ~~limitation set forth in a national categorical pretreatment standard.~~

823 (2) — Any substance which may cause the WWS's treatment plant effluent or any other  
824 products such as residues, sludges, or scums to be unsuitable for reclamation or  
825 reuse.

826 ~~(d) — Discharge relative to sludge use or use disposal. No person or user shall discharge a  
827 pollutant into the WWS which may cause the WWS or its management agency to be in  
828 noncompliance with any sludge use or disposal laws, or regulations, including Section  
829 405 of the Clean Water Act, the Solid Waste Disposal Act, the Clean Air Act, the Toxic  
830 Substances Control Act, or any state criteria applicable to sludge management.~~

831 ~~(e) — Excessive discharge. Except where expressly authorized to do so by an applicable  
832 categorical pretreatment standard, no significant industrial user shall increase the use of  
833 process water or dilute industrial wastewater with tap water, unpolluted water, sanitary  
834 sewage, or any other liquid dilutants as a partial or complete substitute for adequate  
835 pretreatment to achieve compliance with the limitations contained in the national  
836 categorical pretreatment standards, or with any other pollutant specific limitation  
837 developed by the city or state.~~

838 ~~(Ord. No. 85-4663, § 4, 9-9-85)~~

839 ~~Sec. 26-605. — Accidental discharges; protection; notice.~~

841  
842 ~~(a) — Protection facilities and plan. Each significant industrial user shall provide adequate  
843 protection against sludge discharges, accidental discharge or slug discharge of the  
844 prohibited waters or wastes described in section 26-604 of this article, or other substances  
845 regulated by this article. Facilities to prevent accidental discharge and slug discharge of  
846 prohibited waters or wastes shall be provided and maintained at the user's own cost and  
847 expense. Detailed plans showing facilities and operating procedures to provide this  
848 protection, unless already provided, shall be submitted to the city for review and shall be  
849 approved by the city before construction of the accidental discharge or slug discharge  
850 prevention facility. All significant industrial users shall submit such a plan within ninety  
851 (90) days after passage of this article [Ordinance Number 85-4663, adopted September 9,  
852 1985] or after being permitted as a significant industrial user, whichever is later. No  
853 significant industrial user who commences contribution to the WWS after the effective  
854 date of this article [Ordinance Number 85-4663, adopted September 9, 1985] and  
855 applicable adopted rules and regulations shall be permitted to introduce pollutants into  
856 the system until accidental discharge and slug discharge procedures and facilities have  
857 been approved by the city. Review and approval of such plans and operating procedures  
858 shall not relieve the significant industrial user from any responsibility to pretreat as  
859 necessary to meet the industrial pretreatment requirements of this article. The city may  
860 periodically review and evaluate the adequacy of and need for improvements to existing  
861 facilities and procedures.~~

862 ~~(b) — Notice of accidental or slug discharge. In the case of an accidental discharge or slug  
863 discharge, it is the responsibility of any industrial user to immediately telephone and  
864 notify the city of the incident. The notification shall include the location of discharge,  
865 type of waste or wastes, concentration, volume, duration, time of episode, and corrective  
866 actions undertaken.~~

867 ~~(1) — Within five (5) days following an accidental discharge or slug discharge, the  
868 industrial user shall submit to the city a detailed written report describing the~~

869 cause of the discharge and the measures taken or planned by the industrial user to  
870 prevent similar future occurrences. Such notification shall not relieve the  
871 industrial user of any expense, loss, damage, or other liability which may be  
872 incurred as a result of damage to the WWS, fish kills, or any other damage to  
873 person or property; nor shall such notification relieve the industrial user of any  
874 fines, civil penalties, or other liability which may be imposed by this article or  
875 other applicable law.

876 (2) — A sign shall be permanently posted on the industrial user's bulletin board or other  
877 prominent place advising employees whom to call in the event of an accidental  
878 discharge or slug discharge. The industrial user shall insure that all employees  
879 who may cause such an accidental discharge or slug discharge to occur are  
880 advised of the emergency notification procedure.

881 (Ord. No. 85 4663, § 5, 9 9 85; Ord. No. 91 4886, § 3, 9 9 91)

882  
883 **Sec. 26 606. — Specific pollutant limitations.**

884 (a) — No person shall discharge into the WWS any wastewater containing pollutants generally  
885 prohibited by section 26 604 of this article and specifically prohibited herein, pollutants  
886 in excess of specific pollutant limitations as contained in any industrial discharge permit,  
887 or limitations imposed by national categorical pretreatment standards or local limits.

888 (b) — No user shall discharge or cause to be discharged any of the following described  
889 pollutants into the WWS:

890  
891 (1) — Any liquid or vapor having a temperature higher than the lesser of (a) one  
892 hundred forty (140) degrees Fahrenheit or (b) that which, alone or in combination  
893 with other discharges, causes the influent at the WWTP to exceed one hundred  
894 four (104) degrees Fahrenheit;

895 (2) — Any discharge containing more than one hundred parts per million, by weight, of  
896 fat, oil or grease;

897 (3) — Any gasoline, benzene, naphtha, fuel oil or other pollutants which create a fire or  
898 explosion hazard in the WWS, including, but not limited to, wastestreams with a  
899 closed cup flashpoint of less than one hundred forty (140) degrees Fahrenheit or  
900 sixty (60) degrees Centigrade using the test methods specified in 40 CFR 261.21.

901 (4) — Any garbage that has not been properly shredded;

902 (5) — Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar,  
903 plastics, wood, paunch manure or any other solid or viscous substance capable of  
904 causing obstruction to the flow in sewers, or other interference with the proper  
905 operation of the WWS;

906 (6) — Any discharge having a pH lower than 5.5 or higher than 9.0, or having any other  
907 corrosive property capable of causing damage or hazard to structures, equipment  
908 and personnel of the WWS;

909 (7) — Any discharge containing a toxic, poisonous or infectious substance in sufficient  
910 quantity to injure or interfere with any sewage treatment process, constitute a  
911 hazard to humans or animals, pollutants which result in the presence of toxic  
912 gases, vapors, or fumes within the WWS in a quantity that may cause worker  
913 health and safety problems or create any hazard in the receiving waters of the  
914 WWS;

- 915 ~~(8) Any discharge containing suspended solids of such character and quantity that~~  
 916 ~~unusual attention or expense is required to handle such materials at the WWTP;~~  
 917 ~~(9) Any noxious or malodorous gas or substance capable of creating a public~~  
 918 ~~nuisance;~~  
 919 ~~(10) Any pollutant, including oxygen demanding pollutants (BOD, etc.), released in a~~  
 920 ~~discharge of such volume or strength as to cause interference in the WWS;~~  
 921 ~~(11) Any petroleum oil, solvents, nonbiodegradable cutting oil or products of mineral~~  
 922 ~~oil origin in amounts that will cause interference or pass through;~~  
 923 ~~(12) Any trucked or hauled pollutants, except for septage or trucked waste specifically~~  
 924 ~~approved by the city, both of which are to be discharged at the septage receiving~~  
 925 ~~station at the WWTP.~~

927 (c) It shall be unlawful for any Significant Industrial User to discharge, deposit, cause, or allow  
 928 to be discharged any waste or wastewater which No user shall discharge or cause to be  
 929 discharged any of the following pollutants into the WWS exceeds the following limits at  
 930 levels in excess of those noted:  
 931  
 932

<u>Pollutant</u>	<u>Daily Maximum Discharge Limit <sup>(1)</sup></u>	<u>Units</u>
<u>Arsenic</u>	<u>2.51.33</u>	<u>#/day</u>
<u>Cadmium</u>	<u>13.90.03</u>	<u>mg/l</u>
<u>Chromium</u>	<u>35.327.25</u>	<u>mg/l</u>
<u>Chromium VI</u>	<u>3.39</u>	<u>mg/l</u>
<u>Copper</u>	<u>2.05.18</u>	<u>mg/l</u>
<u>Cyanide</u>	<u>2.60.66</u>	<u>mg/l</u>
<u>Lead</u>	<u>2.21.04</u>	<u>mg/l</u>
<u>Mercury</u>	<u>0.150.0057</u>	<u>mg/l</u>
<u>Nickel</u>	<u>26.88.87</u>	<u>mg/l</u>
<u>Selenium</u>	<u>0.03.87</u>	<u>#/day</u>
<u>Silver</u>	<u>1.1.80</u>	<u>mg/l</u>
<u>Zinc</u>	<u>1.124.87</u>	<u>mg/l</u>
<u>BTEX</u>	<u>0.75</u>	<u>mg/l</u>
<u>Methylene Chloride</u>	<u>0.80</u>	<u>mg/l</u>
<u>Tetrachloroethene</u>	<u>1.6</u>	<u>mg/l</u>

933

<del>Arsenic ..... 2.5 mg/l</del>	<del>Mercury ..... 0.15 mg/l</del>
<del>Cadmium ..... 13.9 mg/l</del>	<del>Nickel ..... 26.8 mg/l</del>
<del>Chromium ..... 35.3 mg/l</del>	<del>Selenium ..... 0.0 mg/l</del>
<del>Copper ..... 2.0 mg/l</del>	<del>Silver ..... 1.1 mg/l</del>
<del>Cyanide ..... 2.6 mg/l</del>	<del>Zinc ..... 1.1 mg/l</del>
<del>Lead ..... 2.2 mg/l</del>	

934 (1) All pollutants shown in the Table are total.

935  
936 (d) Dilution is prohibited as a substitute for treatment and shall be a violation of this Article.  
937 Except where expressly authorized to do so by an applicable Pretreatment Standard or  
938 Requirement, no Industrial User shall ever increase the use of process water, or in any  
939 other way attempt to dilute a Discharge as a partial or complete substitute for adequate  
940 treatment to achieve compliance with a Pretreatment Standard or Requirement. The City  
941 may impose mass limitations on industrial users which are using dilution to meet  
942 applicable Pretreatment Standards or Requirements or in other cases where the  
943 imposition of mass limitations is appropriate.

944  
945 (e) All industrial users subject to a Categorical Pretreatment Standard shall comply with all  
946 requirements of such Standard, and shall also comply with any limitations contained in this  
947 Article. Where the same pollutant is limited by more than one Pretreatment Standard, the  
948 limitations which are more stringent shall prevail. Compliance with Categorical  
949 Pretreatment Standards shall be the timeframe specified in the applicable Categorical  
950 Pretreatment Standard.

951  
952 (f) The City may establish more stringent pollutant limits, additional site-specific pollutant  
953 limits, Best Management Practices, or additional Pretreatment Requirements when, in the  
954 judgment of the City, such limitations are necessary to implement the provisions of this  
955 Article.

956  
957 (g) Promulgation of Standards.

958  
959 (1) Upon the promulgation of the federal Categorical Pretreatment Standard for a  
960 particular industrial subcategory, the federal Standard, if more stringent than  
961 limitations imposed by this Article for sources in that subcategory, shall  
962 immediately supersede the limitations imposed by this Article as required by the  
963 applicable Categorical Pretreatment Standard.

964  
965 (2) State requirements and limitations on discharges shall apply in any case where  
966 they are more stringent than federal Pretreatment Standards and Requirements or  
967 those in this Article.

968  
969 (Ord. No. 85-4663, § 6, 9-9-85; Ord. No. 91-4886, § 4, 9-9-91; Ord. No. 92-4906, § 2, 7-27-92;  
970 Ord. No. 97-5022, § 7, 5-27-97)

971  
972  
973 Sec. 26-605. – Pretreatment and Monitoring Facilities

974  
975 (a) Treatment Required: An Industrial User shall provide necessary wastewater treatment at  
976 the Industrial User's expense as required to comply with this Article and shall achieve  
977 compliance with all Pretreatment Standards and Requirements within the time limitations  
978 specified by the EPA, the State, or the City, whichever is more stringent. Detailed plans  
979 showing the pretreatment facilities and operating procedures shall be submitted to the

980 Administrator for review and shall be acceptable before discharge from the facility. The  
981 review of such plans and operating procedures will in no way relieve the Industrial User  
982 from the responsibility of modifying the facility as necessary to produce an effluent  
983 acceptable to the City under the provisions of this Article.

984  
985 (b) Wastewater Discharge Control: The City may require an Industrial User to restrict  
986 discharge during peak flow periods, designate that certain wastewater be discharged only  
987 into specified sewers, relocate and/or consolidate points of discharge, separate sewage  
988 wastestreams from industrial wastestreams, and such other conditions as may be  
989 necessary to protect the POTW and demonstrate the Industrial User's compliance with the  
990 requirements of this Article.

991  
992 (c) Flow Equalization: The City may require any Industrial User discharging into the POTW  
993 to install and maintain, on their property and at their expense, a suitable storage and flow-  
994 control facility to ensure equalization of flow. An Industrial Discharge Permit may be  
995 issued solely for flow equalization.

996  
997 (d) Monitoring Facilities: The City may require an Industrial User to install at the Industrial  
998 User's expense, suitable monitoring facilities, instrumentation or equipment that allows  
999 for the representative sampling and accurate observation of wastewater discharges.  
1000 Whether constructed on public or private property, the monitoring facilities shall be  
1001 constructed in accordance with the City's requirements and all applicable construction  
1002 standards and specifications. Monitoring equipment and structures shall be maintained in  
1003 proper working order and kept safe and accessible at all times to City personnel. The  
1004 monitoring equipment shall be located and maintained on the Industrial User's premises  
1005 outside of the building unless otherwise approved by the City. When such a location  
1006 would be impractical, the City may allow such facility to be constructed in the public  
1007 street or easement area, with the approval of the agency having jurisdiction over such  
1008 street or easement, and located so that it will not be obstructed by public utilities,  
1009 landscaping or parked vehicles.

1010  
1011 (e) Multitenant Buildings: When more than one Industrial User is able to discharge into a  
1012 common service line, the City may require installation of separate monitoring equipment  
1013 for each Industrial User.

1014  
1015 (f) Flow, pH, LEL and other appropriate meters and instrumentation: If the City determines  
1016 that an Industrial User needs to measure and report wastewater flow, discharge process  
1017 wastewaters necessitating continuous pH measurement or discharge wastewater that may  
1018 contain flammable substances may be required to install and maintain, at the Industrial  
1019 User's expense, approved meters, structures and equipment.

1020  
1021 (g) Unless approved by the Administrator in writing, no Industrial User shall cover any  
1022 manhole, sewer cleanout, or other openings in the wastewater collection system with  
1023 earth, paving, or otherwise render it inaccessible.

1024  
1025

1026 Sec. 26-606. – Industrial Discharge Permits

1027  
1028 (a) Permits Required.

1029  
1030 All Significant Industrial Users proposing to connect to, or discharge into, any part of the  
1031 wastewater system shall apply for and obtain an Industrial Discharge Permit prior and remit  
1032 payment for all fees required by Rule 24.7 of the Rules and Regulations to commencing  
1033 discharge to the POTW. A separate permit may be required for each Industrial User,  
1034 building or complex of buildings. Such Significant Industrial Users shall immediately  
1035 contact the City and obtain an Industrial Discharge Permit.

1036  
1037 (b) New Industrial Users: Applying for an Industrial Discharge Permit.

1038  
1039 Any Industrial User required to obtain an Industrial Discharge Permit who proposes to  
1040 begin or recommence discharging into the POTW must apply for and obtain such permit  
1041 prior to the beginning or recommencing of such discharge. The Industrial User shall file a  
1042 permit application on forms provided by the City containing the information specified in  
1043 Section 26-606(f) below. The completed application for the Industrial Discharge Permit  
1044 must be filed at least ninety (90) days prior to the date upon which any discharge will  
1045 begin or recommence.

1046  
1047 (c) Existing Industrial Users: Applying for an Industrial Discharge Permit Re-issuance.

1048  
1049 An Industrial User with an expiring Industrial Discharge Permit shall apply for a new  
1050 permit by submitting a complete permit application at least ninety (90) days prior to the  
1051 expiration of the Industrial User's existing permit. The Industrial User shall file a permit  
1052 application on forms provided by the City containing the information specified in Section  
1053 26-606(f) below. An Industrial User with an existing permit that has filed a complete and  
1054 timely application may continue to discharge as approved in writing by the City through an  
1055 administrative extension of the existing permit if the delay in permit issuance is not due to  
1056 any act or failure to act on the Industrial User's part.

1057  
1058 (d) Other Industrial Users.

1059  
1060 The City may require other Non-Significant Industrial Users to apply for and obtain  
1061 wastewater discharge permits or similar control mechanisms necessary to carry out the  
1062 purposes of this Article. The City may issue a zero discharge permit to prohibit the  
1063 discharge of some or all non-domestic process wastewater from an Industrial User.

1064  
1065 (e) Enforceability.

1066  
1067 Any violation of the terms and conditions of an Industrial Discharge Permit, failure to  
1068 apply for a permit as required, or discharging without a required permit shall be deemed a  
1069 violation of this Article and subjects the Industrial User to enforcement by the City.  
1070 Obtaining an Industrial Discharge Permit does not relieve a permittee of its obligation to  
1071 comply with all State and federal Pretreatment Standards or Requirements.

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(f) Permit Application Contents.

In support of the application, the Industrial User shall submit, in units and terms appropriate for evaluation, the following information:

(1) Name of business, address of the facility, location of the discharge if different from facility address, and contact information of the Authorized Representative of the Industrial User.

(2) Environmental Permits. A list of any environmental control permits held by or for the facility.

(3) Description of Operations.

(i) A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production);

(ii) The Standard Industrial Classification(s) of the operation(s) carried out by such Industrial User;

(iii) A schematic process diagram, which indicates all process tanks, process lines, treatment systems, drains, and points of discharge to the POTW from the regulated process;

(iv) Types of wastes generated;

(v) A list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;

(vi) A list of hazardous waste(s) generated and a description of the storage area and procedures for the wastes;

(vii) Number of employees; and

(viii) Hours of operation, and proposed or actual hours of operation.

(4) Time and duration of discharges including the date the industrial user first began discharge or plans to discharge to the POTW.

(5) The location for sampling the wastewater discharges from the Industrial User.

(6) Flow measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process

1118 streams and other streams, as necessary, to allow use of the combined  
1119 wastestream formula set out in 40 CFR Section 403.6(e). For New Sources and  
1120 new permittees not currently discharging, an estimate of flows may be used for  
1121 meeting the requirements of the Baseline Monitoring Report required in Section  
1122 26-611(a).

1123  
1124 (7) Measurement of Pollutants.

- 1125  
1126 (i) The Pretreatment Standards applicable to each regulated process;  
1127  
1128 (ii) The results of sampling and analysis identifying the nature and  
1129 concentration, and/or mass of regulated pollutants in the discharge from  
1130 each regulated process where required by the Standard or by the City;  
1131  
1132 (iii) Instantaneous, daily maximum and long-term average concentrations, or  
1133 mass, where required, shall be reported;  
1134  
1135 (iv) The sample shall be representative of daily operations and shall be  
1136 collected in accordance with procedures set out in Section 26-610. Where  
1137 the Standard requires compliance with a BMP or pollution prevention  
1138 alternative, the Industrial User shall submit documentation as required by  
1139 the City or the applicable Standards to determine compliance with the  
1140 Standard; and  
1141  
1142 (v) Analyses must be performed in accordance with procedures set out in  
1143 Section 26-610(c).

1144  
1145 (8) A list of hazardous waste(s) generated and a description of the storage area and  
1146 procedures for the wastes.

1147  
1148 (9) Slug Discharge Control Plan for Significant Industrial Users and other industrial  
1149 users as described in Section 26-602 shall be submitted as required by the City.

1150  
1151 (10) Compliance Schedule. If additional pretreatment and/or Operation and  
1152 Maintenance (O&M) will be required to meet the Pretreatment Standards, the  
1153 shortest schedule by which the Industrial User will provide such additional  
1154 pretreatment and/or O&M. The completion date in this schedule shall not be later  
1155 than the compliance date established for the applicable Pretreatment Standard.

1156  
1157 The following conditions shall apply to this schedule:

- 1158  
1159 (i) The schedule shall contain increments of progress in the form of dates for  
1160 the commencement and completion of major events leading to the  
1161 construction and operation of additional pretreatment required for the  
1162 Industrial User to meet the applicable Pretreatment Standards (e.g. hiring  
1163 an engineer, completing preliminary plans, completing final plans,

1164 executing contract for major components, commencing construction,  
1165 completing construction, etc.). No such increment shall exceed nine (9)  
1166 months.

1167  
1168 (ii) Not later than fourteen (14) days following each date in the schedule and  
1169 the final date for compliance, the Industrial User shall submit a progress  
1170 report to the Administrator including, as a minimum, whether or not it  
1171 complied with the increment of progress to be met on such date and, if not,  
1172 the date on which it expects to comply with this increment of progress, the  
1173 reason for delay, and the steps being taken by the Industrial User to return  
1174 the construction to the schedule established. In no event shall more than  
1175 nine (9) months elapse between such progress reports to the  
1176 Administrator.

1177  
1178 (11) Certification. A statement, reviewed by an Authorized Representative of the  
1179 Industrial User and certified to by a qualified professional, indicating whether  
1180 Pretreatment Standards are being met on a consistent basis, and, if not, whether  
1181 additional operation and maintenance (O&M) and/or additional Pretreatment is  
1182 required for the Industrial User to meet the Pretreatment Standards and  
1183 Requirements.

1184  
1185 (12) Signatory Certification. All Industrial Discharge Permit applications and  
1186 certification statements must be signed by an Authorized Representative of the  
1187 Industrial User and contain the applicable certification statement(s) in Section 26-  
1188 611(h).

1189  
1190 (13) Any other information as may be deemed by the Administrator to be necessary to  
1191 evaluate the permit application.

1192  
1193 (g) Industrial Discharge Permit Issuance.

1194  
1195 (1) Permits shall be issued for a specified time period, not to exceed five (5) years. A  
1196 permit may be issued for a period of less than five (5) years at the City's discretion  
1197 or may be stated to expire on a specific date.

1198  
1199 (2) Where the City is establishing enforceable permit specific Pretreatment Standards or  
1200 Requirements, the permit shall be noticed for public comment for thirty (30) days in  
1201 a newspaper of general circulation that provides meaningful public notice. The City  
1202 shall consider all comments that are received prior to issuing the permit.

1203  
1204 (3) The City shall issue an Industrial Discharge Permit to the applicant if the City finds  
1205 that all of the following conditions are met:

1206  
1207 (i) The applicant has provided a timely and complete permit application to the  
1208 City;

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(ii) The proposed discharge by the applicant is in compliance with the limitations established in this Article;

(iii) The proposed operation and discharge of the applicant would permit the normal and efficient operation of the POTW; and

(iv) The proposed discharge by the applicant would not result in a violation by the City of the terms and conditions of its MPDES Permit or cause Pass Through or Interference.

(4) If the City finds that the condition set out in Subsection (3)(ii) of this Section is not met, the City may, at their discretion, issue an Industrial Discharge Permit to the applicant if the conditions set out in subsections (3)(i), (3)(iii) and (3)(iv) of this Section have been met and if the applicant submits, and the City approves, a compliance schedule setting out the measures to be taken by the applicant and the dates that such measures will be implemented to assure compliance with applicable Pretreatment Standards. At no time shall a discharge be allowed to cause a violation of any General or Specific Prohibition established in Section 26-604 nor shall the final compliance date for a Categorical Pretreatment Standard be extended.

(5) Any person, including the Industrial User, may petition the City to reconsider the terms of an Industrial Discharge Permit within thirty (30) days of the permit issuance. Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal. In its petition, the appealing party must indicate the permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the wastewater discharge permit. The effectiveness of the Industrial Discharge Permit shall not be stayed pending the appeal. If the City does not act on such appeal within thirty (30) days, a request for reconsideration shall be deemed to be denied. Decisions not to reconsider, not to issue an Industrial Discharge Permit, or not to modify a permit, shall be considered final administrative action for purposes of judicial review.

(h) Transferability. Industrial Discharge Permits are issued to a specific Industrial User for a specific operation. An Industrial Discharge Permit shall not be reassigned or transferred or sold to a new owner, new Industrial User, different premises, or a new or changed operation without the prior written approval of the City. Any succeeding owner shall comply with the terms and conditions of the existing permit until a new permit is issued. The Permittee shall notify the City at least fourteen (14) days prior to any change of ownership.

(i) Industrial Discharge Permit Conditions

Industrial Discharge Permits shall be expressly subject to all provisions of this Article and all other applicable regulations, user charges and fees established by the City. Permits may contain the following:

- 1256 (1) A statement that indicates the permit's issuance date, expiration date and effective  
1257 date;
- 1258
- 1259 (2) A statement on permit transferability;
- 1260
- 1261 (3) The unit charge or schedule of user charges and fees for the wastewater to be  
1262 discharged into a public sewer;
- 1263
- 1264 (4) Limits on the average and/or maximum wastewater constituents and  
1265 characteristics including, but not limited to, effluent limits, including Best  
1266 Management Practices, based upon applicable Pretreatment Standards;
- 1267
- 1268 (5) Limits on average and maximum rate and time of discharge or requirements for  
1269 flow;
- 1270
- 1271 (6) Requirements for installation and maintenance of inspection and sampling  
1272 facilities and equipment;
- 1273
- 1274 (7) Self-monitoring, sampling, reporting, notification and record-keeping  
1275 requirements including, but not limited to, identification of the pollutants to be  
1276 monitored, sampling location, sampling frequency and sample type, based on  
1277 federal, state and local law;
- 1278
- 1279 (8) Best Management Practices (BMPs) to control specific pollutants as necessary to  
1280 meet the objectives of this Article;
- 1281
- 1282 (9) Compliance Schedules;
- 1283
- 1284 (10) Requirements for notification of the City of any new introduction of wastewater  
1285 constituents or any significant change in the volume or character of the  
1286 wastewater constituents being introduced into the wastewater treatment system;
- 1287
- 1288 (11) Requirements to control and report any slug discharges and notify the City  
1289 immediately of any changes at its facility affecting potential for a Spill or Slug  
1290 Discharge and to notify the POTW immediately in the event of a slug, spill or  
1291 accidental discharge to the POTW;
- 1292
- 1293 (12) Statements of applicable administrative, civil and criminal penalties for the  
1294 violation of Pretreatment Standards and Requirements, the permit, this Article,  
1295 and any applicable compliance schedule;
- 1296
- 1297 (13) Requirements to reapply for a new permit prior to expiration of the existing  
1298 permit;
- 1299
- 1300 (14) Additional monitoring to be reported;
- 1301

- 1302 (15) Requirements for the installation of pretreatment technology, pollution control, or  
1303 construction of appropriate containment devices, designed to reduce, eliminate, or  
1304 prevent the introduction of pollutants into the treatment works;  
1305  
1306 (16) Closure requirements for permitted facilities undergoing partial or complete closure  
1307 activities to ensure closure activities are completed and wastes have been properly  
1308 disposed and remaining access to sanitary and storm sewers are protected;  
1309  
1310 (17) Other conditions as deemed appropriate by the City to ensure compliance with all  
1311 applicable Pretreatment Standards and Requirements.  
1312  
1313

1314 (j) Industrial Discharge Permit Modification  
1315

1316 The City may modify an Industrial Discharge Permit for good cause, including, but not  
1317 limited to, the following reasons:  
1318

- 1319 (1) To incorporate any new or revised federal, state, or local Pretreatment Standards  
1320 or Requirements;  
1321  
1322 (2) To address significant alterations or additions to the Industrial User's operation,  
1323 processes, or wastewater volume or character since the time of the Industrial  
1324 Discharge Permit issuance;  
1325  
1326 (3) A change in the POTW that requires either a temporary or permanent reduction or  
1327 elimination of the authorized discharge;  
1328  
1329 (4) Information indicating that the permitted discharge poses a threat to the POTW,  
1330 City personnel or the receiving waters;  
1331  
1332 (5) Violation of any terms or conditions of the Industrial Discharge Permit;  
1333  
1334 (6) Misrepresentations or failure to fully disclose all relevant facts in the Industrial  
1335 Discharge Permit application or in any required reporting;  
1336  
1337 (7) To reflect a transfer of the facility ownership and/or operation to a new  
1338 owner/operator;  
1339  
1340 (8) To correct typographical or other errors in the Industrial Discharge Permit; or  
1341  
1342 (9) Upon request of the Permittee, provided such request does not result in a violation of  
1343 any applicable Pretreatment Standards or Requirements or this Article. The filing of  
1344 a request by the Permittee for a permit modification does not stay any permit  
1345 condition.  
1346

1347 (k) Industrial Discharge Permit Revocation

1348  
1349 A violation of the conditions of a permit, this Article or of applicable State and federal  
1350 regulations may be reason for revocation of such permit by the City. Upon revocation of the  
1351 permit, any wastewater discharge from the affected Industrial User shall be considered  
1352 prohibited and in violation of this Article. Grounds for revocation of a permit include, but  
1353 are not limited to, the following:

1354  
1355 (1) Failure of an Industrial User to accurately disclose or report the wastewater  
1356 constituents and characteristics of any discharge;

1357  
1358 (2) Failure of the Industrial User to report significant changes in operations or  
1359 wastewater constituents and characteristics as required;

1360  
1361 (3) Denial of access to the Industrial User's premises for the purpose of inspection or  
1362 monitoring;

1363  
1364 (4) Falsification of records, reports or monitoring results;

1365  
1366 (5) Tampering with monitoring equipment;

1367  
1368 (6) Misrepresentation or failure to fully disclose all relevant facts in the Industrial  
1369 Discharge Permit application;

1370  
1371 (7) Failure to pay fines or penalties;

1372  
1373 (8) Failure to pay sewer charges, surcharges, or pretreatment programs fees;

1374  
1375 (9) Failure to meet compliance schedules;

1376  
1377 (10) Failure to provide advance notice of the transfer of business ownership of a  
1378 permitted facility; or

1379  
1380 (11) Failure to provide required reports, including but not limited to, a wastewater  
1381 survey, baseline monitoring report, 90-day compliance report, permit application,  
1382 self-monitoring report or other permit required reports or notifications within the  
1383 timeframe required by the City.

1384  
1385 Sec. 26-607. Recordkeeping

1386  
1387 (a) All Industrial Users shall retain, and make available for inspection and copying, all  
1388 records, reports, monitoring or other data, applications, permits and all other information  
1389 and documentation required by this Article including documentation associated with Best  
1390 Management Practices.

1391  
1392 (b) Industrial users shall retain such records and shall keep such records available for  
1393 inspection for at least three (3) years. This recordkeeping period shall be extended

1394 automatically for the duration of any litigation concerning the Industrial User's  
1395 compliance with any provision of this Article, or when the Industrial User has been  
1396 specifically and expressly notified of a longer records retention period by the  
1397 Administrator.

1398  
1399 (c) Written reports will be deemed to have been submitted on the date postmarked. For reports  
1400 which are hand delivered, the date of receipt of the report shall govern.

1401  
1402  
1403 Sec. 26-608. Confidential Information.

1404  
1405 (a) All records, reports, data or other information supplied by any person or Industrial User as a  
1406 result of any disclosure required by this Article or information and data from inspections  
1407 shall be available for public inspection except as otherwise provided in this Section, 40 CFR  
1408 Section 403.14 and the laws of the State of Montana.

1409  
1410 (b) These provisions shall not be applicable to any information designated as a trade secret by  
1411 the person supplying such information. Materials designated as a trade secret may include,  
1412 but shall not be limited to, processes, operations, style of work or apparatus or confidential  
1413 commercial or statistical data. Any information and data submitted by the Industrial User  
1414 which is desired to be considered a trade secret shall have the words, "Confidential Business  
1415 Information," stamped on each page containing such information. The Industrial User must  
1416 demonstrate to the satisfaction of the City that the release of such information would divulge  
1417 information, processes or methods of production entitled to protection as trade secrets of the  
1418 Industrial User.

1419  
1420 Information designated as a trade secret pursuant to this Section shall remain confidential  
1421 and shall not be subject to public inspection except as ordered by a district court judge or  
1422 Supreme Court of the State of Montana. Such information shall be available only to  
1423 officers, employees or authorized representatives of the City charged with implementing and  
1424 enforcing the provisions of this Article and properly identified representatives of the U.S.  
1425 Environmental Protection Agency and the Montana Department of Environmental Quality.

1426  
1427 Effluent data from any Industrial User whether obtained by self-monitoring, monitoring by  
1428 the City or monitoring by any state or federal agency, shall not be considered a trade secret  
1429 or otherwise confidential. All such effluent data shall be available for public inspection.

1430  
1431  
1432 Sec. 26-609 Reserved.

1433  
1434 Sec. 26-610 Sample Collection and Analytical Methods

1435  
1436 (a) Sample Collection.

1437  
1438 Compliance determinations with respect to prohibitions and limitations in this Article may  
1439 be made on the basis of either grab or composite samples of wastewater as specified by the

1440 City. Such samples shall be taken at a point or points which the City determines to be  
1441 suitable for obtaining a representative sample of the discharge. Composite samples may be  
1442 taken over a twenty-four (24) hour period, or over a longer or shorter time span, as  
1443 determined by the City to meet specific circumstances.

1444  
1445 (b) Sample Type.

1446  
1447 Samples collected to satisfy reporting requirements must be based on data obtained  
1448 through appropriate sampling and analysis performed during the period covered by the  
1449 report, and based on data that is representative of conditions occurring during the  
1450 reporting period.

1451  
1452 (1) Except as indicated in subparagraphs (2) and (3) below, the Industrial User must  
1453 collect representative wastewater samples using twenty-four (24) hour flow  
1454 proportional composite sampling techniques, unless time-proportional composite  
1455 sampling or grab sampling is required by the City. Where time-proportional  
1456 composite sampling or grab sampling is authorized by the City, the samples must  
1457 be representative of the permitted discharge.

1458  
1459 (2) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and  
1460 volatile organic compounds must be obtained using grab collection techniques.  
1461 Using protocols (including appropriate preservation) specified in 40 CFR Part 136  
1462 and appropriate EPA guidance, multiple grab samples collected during a twenty-  
1463 four (24) hour period may be composited prior to the analysis as follows: for  
1464 cyanide, total phenols, and sulfides the samples may be composited in the  
1465 laboratory or in the field; for volatile organics and oil and grease, the samples  
1466 may be composited in the laboratory. Composited samples for other parameters  
1467 unaffected by the compositing procedures as documented in approved EPA  
1468 methodologies may be authorized by the City, as appropriate. In addition, grab  
1469 samples may be required to show compliance with instantaneous local limits,  
1470 including pH.

1471  
1472 (3) For sampling required in support of Baseline Monitoring and 90-day Compliance  
1473 reports required in Section 26-611, a minimum of four (4) grab samples must be  
1474 used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic  
1475 compounds for facilities for which historical representative sampling data do not  
1476 exist. Where historical data are available, the City may authorize a lower  
1477 minimum. For the reports required by Section 26-611(a), the Industrial User is  
1478 required to collect the number of grab samples necessary to assess and assure  
1479 compliance with applicable Pretreatment Standards and Requirements.

1480  
1481 (c) Analytical Requirements.

1482  
1483 All pollutant analysis, including sampling techniques, to be submitted as part of an  
1484 Industrial Discharge Permit application, report, permit or other analyses required under  
1485 this Article shall be performed in accordance with the techniques prescribed in 40 CFR

1486 Part 136 and amendments thereto, unless otherwise specified in an applicable Categorical  
1487 Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical  
1488 techniques for the pollutant in question, or where the EPA determines that the Part 136  
1489 sampling and analytical techniques are inappropriate for the pollutant in question,  
1490 sampling and analyses shall be performed by using validated analytical methods or any  
1491 other applicable sampling and analytical procedures, including procedures suggested by  
1492 the City or other parties approved by the EPA.

1493  
1494 (d) Records shall include for all samples:

- 1495  
1496 1. The date, exact place, method, and time of sampling and the name of the  
1497 person(s) taking the samples;
- 1498  
1499 2. The date(s) analyses were performed;
- 1500  
1501 3. Who performed each analysis;
- 1502  
1503 4. The analytical techniques/methods used, including method detection limits and  
1504 QA/QC sample results;
- 1505  
1506 5. Calibration and maintenance records;
- 1507  
1508 6. All chain-of-custody records; and
- 1509  
1510 7. The results of each analysis.

1511  
1512  
1513 Sec. 26-611. Reporting and Notification Requirements.

1514  
1515 (a) Periodic Compliance Reports – All Significant Industrial Users.

- 1516  
1517 (1) Any Significant Industrial User or other Industrial User required by the City,  
1518 subject to a federal, state, or City Pretreatment Standard or Requirement must  
1519 submit reports, at a frequency determined by the City but no less than once per six  
1520 (6) months, indicating the nature, concentration of pollutants in the discharge  
1521 which are limited by Pretreatment Standards and the average and maximum daily  
1522 flows for the reporting period. In cases where the Pretreatment Standard requires  
1523 compliance with a Best Management Practices (BMPs) or pollution prevention  
1524 alternatives, the Industrial User must submit documentation required by the City  
1525 or the Pretreatment Standard necessary to determine compliance status of the  
1526 Industrial User. All periodic compliance reports must be signed and certified in  
1527 accordance with Section 26-611(h).
- 1528  
1529 (2) All wastewater samples must be representative of the Industrial User's discharge.  
1530 Wastewater monitoring and flow measurement facilities shall be properly  
1531 operated, kept clean, and maintained in good working order at all times. The

1532 failure of an Industrial User to keep its monitoring facility in good working order  
1533 shall not be grounds for the Industrial User to claim that the sample results are  
1534 unrepresentative of its discharge.

1535  
1536 (3) If an Industrial User subject to the reporting requirement in this section monitors  
1537 any regulated pollutant at the appropriate sampling location more frequently than  
1538 required by the City, using the methods and procedures prescribed in Section 26-  
1539 610, the results of this monitoring shall be included in the report.

1540  
1541 (4) The sampling and analyses required for the reporting outlined above may be  
1542 performed by the City in lieu of the permittee. Where the City itself makes  
1543 arrangements with the Industrial User to collect all the information required for the  
1544 report, the Industrial User will not be required to submit the report.

1545  
1546 (b) Baseline Monitoring Reports (BMR) – Categorical Industrial Users.

1547  
1548 (1) Within either one hundred eighty (180) days after the effective date of a  
1549 Categorical Pretreatment Standard, or the final administrative decision on a  
1550 category determination under 40 CFR Section 403.6(a)(4), whichever is later,  
1551 existing industrial users currently discharging to or scheduled to discharge to the  
1552 POTW shall submit to the City a report which contains the information listed in  
1553 paragraph (2) below. At least ninety (90) days prior to commencement of their  
1554 discharge, New Sources, and sources that become Categorical Industrial Users  
1555 subsequent to the promulgation of an applicable Categorical Pretreatment  
1556 Standard, shall submit to the City a report which contains the information listed in  
1557 paragraph (2) below. A New Source shall report the method of pretreatment it  
1558 intends to use to meet applicable Pretreatment Standards. A New Source also  
1559 shall give estimates of its anticipated flow and quantity of pollutants to be  
1560 discharged from regulated process streams and other non-process streams.

1561  
1562 (2) Industrial users described above shall submit the information set forth below.

1563  
1564 (i) All information required in Section 26-606(f).

1565  
1566 (ii) Measurement of pollutants.

1567  
1568 (A) The Industrial User shall take a minimum of one (1) representative  
1569 sample to compile the data necessary to comply with the  
1570 requirements of this paragraph.

1571  
1572 (B) Samples shall be taken immediately downstream from  
1573 pretreatment facilities if such exist or immediately downstream  
1574 from the regulated process if no pretreatment exists. If other  
1575 wastewaters are mixed with the regulated wastewater prior to  
1576 pretreatment, the Industrial User should measure the flows and  
1577 concentrations necessary to allow use of the combined wastestream

1578 formula in 40 Section CFR 403.6(e) in order to evaluate  
1579 compliance with the Pretreatment Standards. Where an alternate  
1580 concentration or mass limit has been calculated in accordance with  
1581 40 CFR Section 403.6(e) this adjusted limit along with supporting  
1582 data shall be submitted to the City.

1583  
1584 (C) Sampling and analysis shall be performed in accordance with  
1585 Section 26-610.

1586  
1587 (D) The City may allow the submission of a BMR which utilizes only  
1588 historical data so long as the data provides information sufficient to  
1589 determine the need for industrial pretreatment measures.

1590  
1591 (E) The BMR shall indicate the time, date, and place of sampling and  
1592 methods of analysis, and shall certify that such sampling and  
1593 analysis is representative of normal work cycles and expected  
1594 pollutant discharges to the POTW.

1595  
1596 (F) Signature and Report Certification. All baseline monitoring  
1597 reports must be signed in accordance with Section 26-611(h) and  
1598 signed by an Authorized Representative as defined in Section 26-  
1599 602.

1600  
1601 (c) 90-Day Compliance Reports – Categorical Industrial Users.

1602  
1603 (1) New Sources: All New Sources subject to existing Categorical Pretreatment  
1604 Standards shall submit a report to the City within ninety (90) days from the date of  
1605 first discharge to the POTW demonstrating actual and continuing compliance with  
1606 those Standards.

1607  
1608 (2) Existing Sources: All Existing Sources required to comply with newly promulgated  
1609 Categorical Pretreatment Standards shall submit a report to the City within ninety  
1610 (90) days of the date on which compliance is required with those Standards  
1611 demonstrating that actual and continuing compliance with such Standards has been  
1612 achieved.

1613  
1614 (3) Such 90-day Compliance Report shall contain at a minimum the information  
1615 required in Section 26-606(f) subparagraphs (6), (7), (10), (11), (12), and (13).

1616  
1617  
1618 (d) 24 Hour Notice and 30 Day Re-sampling.

1619  
1620 If sampling performed by an Industrial User indicates a violation of this Article, the  
1621 Industrial User shall notify the City within twenty-four (24) hours of becoming aware of the  
1622 violation. The Industrial User shall also repeat the sampling and analysis and submit the

1623 results of the repeat analysis to the City within thirty (30) days after becoming aware of the  
1624 violation. The Industrial User is not required to resample if the following occurs:

1625  
1626 (1) The City performs sampling at the Industrial User's facility at a frequency of at least  
1627 once per month.

1628  
1629 (2) The City performs sampling at the Industrial User's facility between the time when  
1630 the Industrial User performs its initial sampling and the time when the Industrial  
1631 User receives the results of this sampling. It is the sole responsibility of the  
1632 Industrial User to verify if the City has performed this sampling.

1633  
1634 (e) Slug Discharge Control Plan.

1635  
1636 (1) Each Industrial User shall provide protection from accidental and slug discharges  
1637 of pollutants regulated under this Article. Facilities to prevent the discharge of  
1638 spills or slug loads shall be provided and maintained at the Industrial User's  
1639 expense.

1640  
1641 (2) The City shall evaluate whether each Significant Industrial User needs a Slug  
1642 Discharge Control Plan or other action to control spills and slug discharges. The  
1643 City may require an Industrial User to develop, submit for approval, and  
1644 implement a Slug Discharge Control Plan or take such other action that may be  
1645 necessary to control spills and slug discharges.

1646  
1647 (3) A Slug Discharge Control Plan shall address, at a minimum, the following:

1648  
1649 (i) Detailed plans (schematics) showing facility layout and plumbing  
1650 representative of operating procedures;

1651  
1652 (ii) Description of contents and volumes of any process tanks;

1653  
1654 (iii) Description of discharge practices, including non-routine batch discharges;

1655  
1656 (iv) Listing of stored chemicals, including location and volumes;

1657  
1658 (v) Procedures for immediately notifying the City of any spill or Slug  
1659 Discharge. It is the responsibility of the Industrial User to comply with the  
1660 reporting requirements in Section 26-611(f);

1661  
1662 (vi) Procedures to prevent adverse impact from any accidental or Slug  
1663 Discharge. Such procedures include, but are not limited to, inspection and  
1664 maintenance of storage areas, handling and transfer of materials, loading  
1665 and unloading operations, control of plant site runoff, worker training,  
1666 building of containment structures or equipment, measures for containing  
1667 toxic organic pollutants, including solvents, and/or measures and  
1668 equipment for emergency response; and

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(vii) Any other information as required by the City.

(4) Notice to employees. A notice shall be permanently posted on the Industrial User's bulletin board or other prominent place advising employees who to call in the event of an accidental or slug discharge. Employers shall ensure that all employees who work in any area where an accidental or slug discharge may occur or originate are advised of the emergency notification procedures.

(f) Reports of Potential Problems – Slug and Spills.

(1) In the case of any changes at its facility affecting potential for a Slug Discharge as defined in Section 26-602 or any actual discharge, including, but not limited to, spills, accidental discharges, discharges of a nonroutine, episodic nature, a non-customary batch discharge, or a discharge that may cause potential problems for the POTW, the Industrial User shall immediately telephone and notify the City of the incident. This notification shall include:

- (i) Name of the facility
- (ii) Location of the facility
- (iii) Name of the caller
- (iv) Date and time of discharge
- (v) Date and time discharge was halted
- (vi) Location of the discharge
- (vii) Estimated volume of discharge
- (viii) Estimated concentration of pollutants in discharge
- (ix) Corrective actions taken to halt the discharge
- (x) Method of disposal if applicable

(2) Within five (5) working days following such discharge, the Industrial User shall, unless waived by the City, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the Industrial User to prevent similar future occurrences. Such notification shall not relieve the Industrial User of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the Industrial User of any fines, penalties, or other liability which may be imposed pursuant to this Article.

(g) Reports for Non-Significant Industrial Users.

If the City deems it necessary to assure compliance with provisions of this Article, any Industrial User of the POTW may be required to submit an Industrial Discharge Permit Application, questionnaire or other reports and notifications in a format and timeframe as specified by the City.

(h) Signatory Certification.

1715  
1716 All reports and other submittals required to be submitted to the City shall include the  
1717 following statement and signatory requirements.  
1718

1719 1. The Authorized Representative of the Industrial User signing any application,  
1720 questionnaire, any report or other information required to be submitted to the City  
1721 must sign and attach the following certification statement with each such report or  
1722 information submitted to the City.  
1723

1724 "I certify under penalty of law that this document and all attachments were  
1725 prepared under my direction or supervision in accordance with a system  
1726 designed to ensure that qualified personnel properly gather and evaluate the  
1727 information submitted. Based on my inquiry of the person or persons who  
1728 manage the system or the persons directly responsible for gathering the  
1729 information, the information submitted is, to the best of my knowledge and  
1730 belief, true, accurate, and complete. I am aware that there are significant  
1731 penalties for submitting false information, including the possibility of a fine and  
1732 imprisonment for knowing violations."  
1733

1734 2. If the Authorized Representative is no longer accurate because a different individual  
1735 or position has responsibility for the overall operation of the facility, or overall  
1736 responsibility for environmental matters for the company, a new authorization  
1737 satisfying the requirements of this Section and meeting the definition in Section 26-  
1738 602 must be submitted to the City prior to or together with any reports to be signed  
1739 by an Authorized Representative.  
1740

1741 (i). Compliance Schedules.  
1742

1743 Should any schedule of compliance be established in accordance with the requirements of  
1744 this Article, the following conditions shall apply to such schedule:  
1745

1746 (1) The schedule shall contain increments of progress in the form of dates for the  
1747 commencement and completion of major events leading to the construction and  
1748 operation of additional pretreatment required for the Industrial User to meet the  
1749 applicable Categorical Pretreatment Standards (e.g., hiring an engineer, completing  
1750 preliminary plans, completing final plans, executing contract for major components,  
1751 commencing construction, completing construction, etc.);  
1752

1753 (2) No increment referred to above shall exceed nine (9) months;  
1754

1755 (3) Not later than fourteen (14) days following each date in the schedule and the final  
1756 date for compliance, the Industrial User shall submit a progress report to the City  
1757 including, at a minimum, whether or not it complied with the increment of progress  
1758 to be met on such date and, if not, the date on which it expects to comply with this  
1759 increment of progress, the reason for delay, and the steps being taken by the

1760 Industrial User to return the construction to the schedule established. In no event  
1761 shall more than nine (9) months elapse between such progress reports to the City.

1762  
1763 (j) Change in Discharge or Operations.

1764  
1765 (1) Every permitted Industrial User shall file a notification with the City a minimum of  
1766 fourteen (14) days prior to any planned significant change in operations or  
1767 wastewater characteristics. A significant change shall be a change equal to or  
1768 greater than twenty percent (20%) in the mass of a pollutant or volume of flow  
1769 discharged to the POTW. In addition, this notification shall include changes to:

1770  
1771 (i) Adding or removing processing, manufacturing or other production  
1772 operations.

1773  
1774 (ii) New pollutants used which may be discharged.

1775  
1776 (iii) Changes in the listed or characteristic hazardous waste for which the  
1777 Industrial User has submitted or is required to submit information to the City  
1778 under this Article and Section 26-611(k).

1779  
1780 (2) Known or anticipated facility closure. The Industrial User is required to notify the  
1781 City at least thirty (30) days prior to facility shutdown or closure which might alter  
1782 the character, nature, quality, or volume of its wastewater.

1783  
1784  
1785 (k) Notification of the Discharge of Hazardous Waste

1786  
1787 1. Any Industrial User shall notify the City, in writing, of any discharge into the  
1788 POTW of a substance which, if otherwise disposed of, would be hazardous waste  
1789 under 40 CFR Part 261. Such notification to the City shall be made within the  
1790 appropriate time frames specified in Section 26-611, paragraphs (d), (f) and (j)  
1791 within twenty-four (24) hours of becoming aware of the discharge, whichever is  
1792 shorter.

1793  
1794 Such notification must include:

1795  
1796 a. The name of the hazardous waste as set forth at 40 CFR Part 261;

1797  
1798 b. The EPA hazardous waste number;

1799  
1800 c. The type of discharge (continuous, batch, or other);

1801  
1802 d. An identification of the hazardous constituents contained in the wastes;

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1804 e. An estimation of the mass and concentration of such constituents in the  
1805 wastestream discharged during that calendar month;

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- f. An estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months;
  - g. Certification that the Industrial User has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical; and
  - h. Signatory certification as required by Section 26-611(h).
2. Any Industrial User shall notify the EPA Regional Waste Management Division Manager, and state hazardous waste authorities, in writing, of the discharge into the POTW of a substance which, if otherwise disposed of, would be hazardous waste under 40 CFR Part 261 and meets the reporting criteria specified at 40 CFR 403.12(p). Notification to the State and EPA is the responsibility of the Industrial User and shall be made as required under 40 CFR Section 403.12(p). The Industrial User shall copy the City on all notifications made to the State and EPA.
3. In the case of any new regulation under Section 3001 of the Resource Conservation and Recovery Act (RCRA) identifying additional characteristics of hazardous waste or listing any additional substance as hazardous waste, the Industrial User must notify the City, the EPA Regional Waste Management Waste Division Director, and state hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.
4. This provision does not create a right to discharge any substance not otherwise allowed to be discharged by this Chapter, a permit issued hereunder, or any applicable federal or state law.

(1) Requests for Information

- (1) A permittee shall furnish to the City, within the timeframe set by the Administrator, any information which the City may request to determine whether cause exists for modifying, revoking, and reissuing, or terminating an industrial discharge permit, or to determine compliance with the Industrial discharge permit or this Article. A permittee shall also, upon request, provide to the City, within the timeframe required by the Administrator, copies of any records that are required by the Industrial discharge permit or this Article.
- (2) When requested by the City, any Industrial User shall submit information to the Administrator regarding industrial processes, nature and characteristics of wastes and wastewaters generated at the industrial facility, method of disposal of wastes, or other information required by the Administrator to meet the responsibilities under this Article, State law, and 40 CFR Part 403. Failure to provide information within the timeframe specified shall be a violation of this Article.

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Sec. 26-612. Right of Entry.

- (a) Whenever it shall be necessary for the purposes of this Article, the City may enter upon any Industrial User's facility, property, or premises subject to this Article for the purposes of:
- (1) Performing all inspection, surveillance and monitoring procedures necessary to determine, independent of information supplied by industrial users, compliance or noncompliance with applicable Pretreatment Standards and Requirements by an Industrial User. Compliance monitoring and inspection shall be conducted at a frequency as determined by the City and may be announced or unannounced;
  - (2) Examining and copying any records required to be kept under the provisions of this Article or of any other local, state or federal regulation;
  - (3) The City may use a camera to photograph any areas of the facility as deemed necessary for carrying out the duties of the industrial pretreatment program including, but not limited to, documentation of the industrial user's compliance status and for reinforcement of required written reports. The industrial user shall be allowed to review copies of photographs for confidentiality claims.
  - (4) Inspecting any monitoring equipment or method, pretreatment system equipment and/or operation;
  - (5) Sampling any discharge of wastewater into POTW; and/or
  - (6) Inspecting any production, manufacturing, fabricating or storage area where pollutants, regulated under this Article, could originate, be stored, or be discharged to the POTW.
- (b) The occupant of such property or premises shall render all proper assistance in such activities. Where an Industrial User has security measures in place which require proper identification and clearance before entry into its premises, the Industrial User shall make necessary arrangements with its security personnel so that authorized representatives of the City will be permitted to enter without delay to perform their specified functions.
- (c) The Administrator is entitled to enter all private properties through which the City or any connecting jurisdiction holds an easement.
- (d) Failure to allow entry or unreasonable delays: In the event the Administrator is refused admission or unreasonably delayed is a violation and may result in enforcement action as allowed for under this Article including revocation of the Industrial Discharge Permit.
- (e) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the Industrial User at the written

1898 or verbal request of the Administrator and shall not be replaced. The costs of clearing  
1899 such access shall be borne by the User.

1900  
1901 (f) If the Administrator has been refused access to a building, structure, or property, or any  
1902 part thereof, and is able to demonstrate probable cause to believe that there may be a  
1903 violation of this Article, or that there is a need to inspect and/or sample as part of a  
1904 routine inspection and sampling program of the City designed to verify compliance with  
1905 this Article or any permit or order issued hereunder, or to protect the overall public  
1906 health, safety and welfare of the community, the Administrator may seek issuance of a  
1907 search warrant from a Court of competent jurisdiction.

1908  
1909 ~~Sec. 26-607. Pretreatment program administration.~~

1910  
1911 ~~A. *Industrial discharge permits.* No significant industrial user shall discharge wastewater to~~  
1912 ~~the WWS without having a valid industrial discharge permit issued by the city and~~  
1913 ~~without having paid all fees required by Rule 24.7 of the rules and regulations. No users'~~  
1914 ~~discharge shall violate any pretreatment requirements or conditions contained therein.~~  
1915 ~~Significant industrial users shall apply for permit renewal at least ninety (90) days prior~~  
1916 ~~to the permit expiration date specified therein.~~

1917 ~~B. *Compliance reports.*~~

1918 ~~(1) Within ninety (90) days following the date for final compliance with applicable~~  
1919 ~~pretreatment standards or requirements, or in the case of a new source, following~~  
1920 ~~commencement of the introduction of wastewater into the WWS, any significant~~  
1921 ~~industrial user subject to federal, state or city pretreatment standards and~~  
1922 ~~requirements shall submit to the city a report indicating the nature and~~  
1923 ~~concentration of all pollutants in the discharge from the regulated process which~~  
1924 ~~are limited by such standards and requirements and all other information required~~  
1925 ~~by the administrator and the rules and regulations as adopted by the department.~~  
1926 ~~(2) All significant industrial users shall submit to the city at least once every six (6)~~  
1927 ~~months, on dates specified by the city, a description of the nature, concentration,~~  
1928 ~~and flow of the pollutants as well as any other information required to be reported~~  
1929 ~~by the city.~~

1930 ~~C. *Categorical pretreatment standards.* Within six (6) months after the promulgation of a~~  
1931 ~~national categorical pretreatment standard the industrial discharge permit of users subject~~  
1932 ~~to such standards shall be revised to require compliance by the prescribed compliance~~  
1933 ~~date. In addition, any significant industrial user with an existing industrial discharge~~  
1934 ~~permit shall submit to the city within one hundred eighty (180) days after promulgation~~  
1935 ~~of an applicable national categorical pretreatment standard a baseline report and any~~  
1936 ~~information required by 40 CFR Section 403.12 of the Federal General Pretreatment~~  
1937 ~~Regulations as amended. New sources shall submit a baseline report and required~~  
1938 ~~information ninety (90) days prior to commencement of discharge. New sources shall~~  
1939 ~~comply with all applicable categorical pretreatment standards in the shortest feasible~~  
1940 ~~time, but in no case more than ninety (90) days, following commencement of discharge.~~

1941  
1942 ~~D. *Self monitoring.*~~

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(1) — ~~All industrial discharge permit holders shall monitor, sample, maintain records and submit reports in conformance with the permit. Reports shall include all permit conditions specified therein and as required in this section. Sampling techniques shall be in conformance with applicable portions of 40 CFR 403.12. The reports required in this section shall be based upon data obtained through appropriate sampling and analysis performed during the period covered by the report, which data is representative of conditions occurring during the reporting period. If any pollutant is monitored more frequently than required by the permit conditions, the results of this monitoring shall be included in the report. If sampling indicates a violation, the significant industrial user shall notify the city within twenty-four (24) hours of becoming aware of the violation. The significant industrial user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the city within thirty (30) days after becoming aware of the violation.~~

(2) — ~~The reports required herein shall include the following certification statement:~~

~~"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."~~

~~The reports shall be signed:~~

(a) — ~~By a responsible corporate officer if the significant industrial user submitting the reports is a corporation. For the purpose of this section, a responsible corporate officer means (1) a president, secretary, treasurer or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or (2) the manager of one or more manufacturing, production, or operation facilities employing more than two hundred fifty (250) persons or having gross annual sales or expenditures exceeding twenty-five million dollars (\$25,000,000.00) (in second quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;~~

(b) — ~~By a general partner or proprietor if the significant industrial user submitting the reports is a partnership or sole proprietorship respectively;~~

(c) — ~~By a duly authorized representative of the individual designated in paragraphs (a) and (b) of this section if (1) the authorization is made in writing by the individual described in paragraphs (a) and (b); (2) the~~

1990 authorization specifies either an individual or a position have  
1991 responsibility for the overall operation of the facility from which the  
1992 discharge originates, such as the position of plant manager, operator of a  
1993 well, or well field superintendent, or a position of equivalent  
1994 responsibility, or having overall responsibility for environmental matters  
1995 for the company; and (3) the written authorization is submitted to the  
1996 administrator.

1997  
1998 The reports submitted under this section shall be subject to:

1999  
2000 (a) — The provisions of 18 U.S.C. Section 1001 relating to fraud and false  
2001 statements; and

2002 (b) — The provisions of Sections 309(c)(4) of the Act, as amended, governing  
2003 false statements, representation or certification.

2004  
2005 ~~E. — Notification of changed discharge. All industrial users shall promptly notify the city (1)~~  
2006 ~~of all discharges that could cause problems, including slug discharges; and (2) in advance~~  
2007 ~~of any substantial change in the volume or character of pollutants in their discharge,~~  
2008 ~~including the listed or characteristic hazardous wastes for which the industrial user has~~  
2009 ~~submitted initial notification under paragraph F. of this section.~~

2010  
2011 ~~F. — Notification of hazardous materials.~~

2012  
2013 ~~(1) — Industrial users shall notify the city, the EPA Regional Waste Management Division~~  
2014 ~~director, and State hazardous waste authorities in writing of any discharge into the WWS~~  
2015 ~~of a substance, which, if otherwise disposed of, would be a hazardous waste under 40~~  
2016 ~~CFR part 261. Such notification must include the name of the hazardous waste as set~~  
2017 ~~forth in 40 CFR part 261, the EPA hazardous waste number, and the type of discharge~~  
2018 ~~(continuous, batch or other). If the industrial user discharges more than one hundred~~  
2019 ~~(100) kilograms of such waste per calendar month to the WWS, the notification shall~~  
2020 ~~also contain the following information to the extent such information is known and~~  
2021 ~~readily available to the industrial user: An identification of the hazardous constituents~~  
2022 ~~contained in the wastes, an estimation of the mass and concentration of such constituents~~  
2023 ~~in the wastestream discharged during that calendar month, and an estimation of the mass~~  
2024 ~~of constituents in the wastestream expected to be discharged during the following twelve~~  
2025 ~~(12) months. All notifications must take place by February 19, 1991 or in the case of~~  
2026 ~~users who commence discharging after August 23, 1990, within one hundred eighty~~  
2027 ~~(180) days after the discharge of the listed or characteristic hazardous waste. Any~~  
2028 ~~notification under this paragraph need be submitted only once for each hazardous waste~~  
2029 ~~discharged. The notification requirement in this section does not apply to pollutants~~  
2030 ~~already reported under the self monitoring requirements of paragraph D. above.~~

2031 ~~(2) — Dischargers are exempt from the requirements of paragraph (1) of this section during a~~  
2032 ~~calendar month in which they discharge no more than fifteen (15) kilograms of~~  
2033 ~~hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR~~  
2034 ~~261.30 and 261.33. Discharge of more than fifteen (15) kilograms of non acute~~  
2035 ~~hazardous wastes in a calendar month, or any quantity of acute hazardous wastes,~~

2036 requires a one-time notification. Subsequent months during which the industrial user  
2037 discharges more than such quantities of any hazardous waste do not require additional  
2038 notification.

2039 (3) In the case of any new regulations under Section 3001 of RCRA identifying additional  
2040 characteristics of hazardous waste or listing any additional substance as a hazardous  
2041 waste, the industrial user must notify the city, the EPA Regional Waste Management  
2042 Division Director, and State hazardous waste authorities of the discharge of such  
2043 substance within ninety (90) days of the effective date of such regulations.

2044 (4) In the case of any notification made under this section, the industrial user shall certify  
2045 that it has a program in place to reduce the volume and toxicity of hazardous wastes  
2046 generated to the degree it has determined to be economically practical.

2047

2048 G. *Monitoring facilities.*

2049

2050 (1) Each significant industrial user shall provide, calibrate, and operate at its expense  
2051 sufficient monitoring facilities to allow inspection, sampling, and flow measurement of  
2052 the building sewer and internal drainage systems. Records shall be maintained  
2053 documenting the calibration of all monitoring instruments. The monitoring facilities,  
2054 including control manholes and continuous flow recorders, shall normally be situated on  
2055 the user's premises. If such a location would be impractical or cause undue hardship on  
2056 the significant industrial user as determined by the city, the administrator may allow the  
2057 facility to be constructed in a public right-of-way provided all other applicable city  
2058 ordinances and regulations governing such a construction have been met.

2059 (2) A sampling manhole or facility shall have sufficient room for accurate sampling and  
2060 preparation of samples for analysis. The facility shall be maintained at all times in a safe  
2061 and proper operating condition at the expense of the significant industrial user.

2062 (3) Whether constructed on public or private property, any sampling and monitoring facilities  
2063 shall be built in accordance with city requirements and all applicable local construction  
2064 standards and specification. Construction shall be completed within ninety (90) days  
2065 following receipt of a written order by the administrator to install the facility.

2066

2067 H. *Inspection and sampling.* The city may inspect the facilities of any industrial user to  
2068 determine whether the purpose of this article, the applicable rules and regulations, and all  
2069 applicable requirements are being met. Owners, employees or occupants of premises  
2070 where wastewater is discharged shall allow city representatives or agents ready access at  
2071 all reasonable times to all parts of the premises where wastewater is created or  
2072 discharged, including industrial process area, for the purposes of inspection, sampling,  
2073 records examination and copying, or performance evaluation. Industrial users shall  
2074 supply all information requested by the city during inspections or otherwise. The city  
2075 may set up on the industrial user's property such devices as are necessary to conduct  
2076 sampling inspection, compliance monitoring and/or metering operations. Where an  
2077 industrial user has security measures in force which require proper identification and  
2078 clearance before entry into the industrial user's premises, the industrial user shall make  
2079 necessary arrangements with the security guards so that upon presentation of suitable  
2080 identification, personnel authorized by the city or from the state or EPA will be permitted

2081 | to enter without delay for the purpose of performing their specific responsibilities under  
2082 | this article.

2083 |  
2084 | I. ~~Pre-treatment.~~ Significant industrial users shall provide whatever wastewater pretreatment  
2085 | is required, in the opinion of the administrator, to comply with this article and shall  
2086 | comply with all national categorical pretreatment standards within the time limitations as  
2087 | specified by the Federal Pretreatment Regulations, this article and applicable rules and  
2088 | regulations. Any facilities required to pretreat wastewater to a level of quality acceptable  
2089 | to the city shall be provided, operated, and maintained at the significant industrial user's  
2090 | expense. Detailed plans showing the pretreatment facilities and operating procedures  
2091 | shall be submitted to the city for review, and must be approved by the city before  
2092 | construction of the facilities. The review or approval of such plans and operating  
2093 | procedures shall in no way relieve a significant industrial user from the responsibility of  
2094 | modifying the facility as necessary to produce an effluent acceptable to the city under the  
2095 | provisions of this article. Any subsequent change in the pretreatment facilities or method  
2096 | of operation shall be reported to and approved by the city prior to such change.  
2097 | Pretreatment facilities shall be satisfactorily and effectively maintained and continuously  
2098 | operated whenever wastewater is discharged to the WWS.

2099 |  
2100 | J. ~~Compliance schedules.~~ All industrial users shall comply with compliance schedules  
2101 | contained in any permits, notices or orders issued by the city.

2102 |  
2103 | (~~Ord. No. 85-4663, § 7, 9-9-85; Ord. No. 91-4886, § 5, 9-9-91; Ord. No. 92-4906, § 4, 7-27-92~~)

2104 |  
2105 | Sec. 26-61308. - Fees.

2106 |  
2107 | (a) ~~Purpose.~~ The purpose of this section is to provide for the payment to the ~~city~~ City by  
2108 | ~~significant~~ industrial users of the ~~WWS POTW~~ of all costs incurred in the  
2109 | implementation and administration of the industrial pretreatment program. The applicable  
2110 | charges and fees shall be set forth in a schedule adopted by the ~~City~~ City Council.

2111 |  
2112 | (b) ~~Charges and fees.~~ The ~~Administrator~~ Council may adopt additional charges and fees  
2113 | relating to the matters covered by this ~~article~~ Article, including fees for:

- 2114 |  
2115 | (1) Processing Industrial discharge permit applications.  
2116 | (2) Reimbursement of costs of ~~setting up and~~ operating the industrial pretreatment  
2117 | program.  
2118 | (3) Measuring, monitoring, inspection and surveillance procedures, sampling, testing,  
2119 | and analyzing ~~significant~~ industrial user wastewater.  
2120 | (4) Reviewing and approving accidental discharge procedures and facilities.  
2121 | (5) Fees as the ~~city~~ City may deem necessary to carry out the requirements contained  
2122 | herein.  
2123 | (6) Fees to cover the added cost of handling or treating any wastes not covered by  
2124 | existing or regular monthly sewer service charges.

2125 | (~~Ord. No. 85-4663, § 8, 9-9-85~~)

2127 ~~Sec. 26-609. Confidential information.~~

2128

2129 (a) ~~Information and data regarding a significant industrial user obtained from reports,~~  
2130 ~~questionnaires, permit application, permits and monitoring programs and from~~  
2131 ~~inspections shall be available to the public or governmental agencies without restriction,~~  
2132 ~~unless the significant user specifically requests and is able to demonstrate to the~~  
2133 ~~satisfaction of the administrator that the release of such information would divulge~~  
2134 ~~information entitled to protection as a trade secret of the significant industrial user. In~~  
2135 ~~such case restricted information shall not be made available to the public, but shall~~  
2136 ~~nevertheless be made available to other governmental agencies for purposes related to~~  
2137 ~~water pollution control, including judicial review of enforcement of the provisions of this~~  
2138 ~~article.~~

2139 (b) ~~Wastewater constituents and characteristics will not be recognized as confidential~~  
2140 ~~information.~~

2141 (c) ~~Information accepted by the administrator as confidential shall not be transmitted to the~~  
2142 ~~general public by the city unless, upon application by an interested party, a District Court~~  
2143 ~~orders that the information be released.~~

2144

2145 ~~(Ord. No. 85-4663, § 9, 9-9-85; Ord. No. 91-4886, § 7, 9-9-91)~~

2146

2147 Sec. 26-61410. — Compliance and enforcement Actions for violation; enforcement.

2148

2149 (a) Enforcement Response Plan.

2150

2151 The City may adopt policies and procedures as set forth in the City's Enforcement  
2152 Response Plan for carrying out the provisions of this Article, provided that such policies  
2153 and procedures are not in conflict with this Article or any applicable state or federal law  
2154 or regulation.

2155

2156 (b) Publication of Industrial Users in Significant Noncompliance.

2157

2158 The City shall publish annually, in a newspaper of general circulation that provides  
2159 meaningful public notice within the jurisdictions served by the POTW, a list of the  
2160 Significant Industrial Users which, at any time during the previous twelve (12) months,  
2161 were in Significant Noncompliance with applicable Pretreatment Standards and  
2162 Requirements. In addition, any Industrial User found to be in Significant Noncompliance  
2163 with (3), (4) or (8) shall also be published in the newspaper. The following criteria shall  
2164 be used to define Significant Noncompliance:

2165

2166 (1) Chronic violations of wastewater discharge limits, defined as those in which  
2167 sixty-six (66) percent or more of all of the measurements taken during a six-  
2168 month period exceed, by any magnitude, a numeric Pretreatment Standard or  
2169 Requirement, including instantaneous limits.;

2170 (2) Technical Review Criteria (TRC) violations, defined as those in which thirty-  
2171 three (33) percent or more of all of the measurements for each pollutant parameter  
2172 taken during a six-month period equal or exceed the product of the numeric

2173 Pretreatment Standard or Requirement including instantaneous limits multiplied  
2174 by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil, and grease and 1.2 for  
2175 all other pollutants except pH);

2176 (3) Any other violation of a Pretreatment Standard or Requirement (daily maximum,  
2177 long-term average, instantaneous limit, or narrative Standard) that the  
2178 Administrator determines has caused, alone or in combination with other  
2179 discharges, Interference or Pass Through, including endangering the health of  
2180 City personnel or the general public;

2181 (4) Any discharge of a pollutant that has caused imminent endangerment to human  
2182 health, welfare or the environment or has resulted in the City's exercise of its  
2183 emergency authority to halt or prevent such a discharge;

2184 (5) Failure to meet, within ninety (90) days after the schedule date, a compliance  
2185 schedule milestone contained in a local control mechanism or enforcement order  
2186 for starting construction, completing construction or attaining final compliance;

2187 (6) Failure to provide, within thirty (30) days after the due date, required reports such  
2188 as baseline monitoring reports, ninety-day compliance reports, periodic self-  
2189 monitoring reports and reports on compliance with compliance schedules;

2190 (7) Failure to accurately report noncompliance; or

2191 (8) Any other violation or group of violations which may include a violation of Best  
2192 Management Practices, which the Administrator determines may adversely affect  
2193 the operation or implementation of the local pretreatment program.

2194  
2195 ~~(a) *Notice to violators.* Any person found to be violating the provisions of this article~~  
2196 ~~shall be served by the city with written notice stating the nature of the violation~~  
2197 ~~and action needed for its satisfactory correction. The offender shall immediately~~  
2198 ~~take action to permanently cease all violations as directed by the city. The~~  
2199 ~~issuance of a correction notice does not constitute a defense to a criminal charge~~  
2200 ~~which is concurrently or subsequently filed for the same violation.~~

2201 (c) Administrative Enforcement Actions.

2202  
2203 (1) Notice of Violation (NOV).

2204  
2205 When the City finds that an Industrial User has violated, or continues to violate,  
2206 any provision of this Article, an Industrial Discharge Permit, or order issued  
2207 hereunder, or any other Pretreatment Standard or Requirement, the City may  
2208 serve upon the Industrial User a written Notice of Violation. Within five (5)  
2209 working days of the receipt of such notice, an explanation of the violation and a  
2210 plan for the satisfactory correction of prevention thereof, to include specific  
2211 required actions, shall be submitted by the Industrial User to the City.

2212 Submission of such a plan in no way relieves the Industrial User of liability for  
2213 any violations occurring before or after receipt of the Notice of Violation.

2214 Nothing in this Section shall limit the authority of the City to take any action,  
2215 including emergency actions or any other enforcement action, without first  
2216 issuing a Notice of Violation.

2217  
2218 (2) Suspension of Service.

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Endangerment to Health or Welfare of the Community: The City, through other than a formal notice to the affected Industrial User, may immediately and effectively halt or prevent any discharge of pollutants into any natural waterway, surface drainage within the City, any area under jurisdiction of the City, the POTW of the City or any wastewater system tributary thereto, by any means available to them, including physical disconnection from the wastewater system, whenever it reasonably appears that such discharge presents an imminent endangerment to the health or welfare of the community.

Endangerment to Environment or Treatment Works: The City, after written notice to the industrial user may halt or prevent any discharge of pollutants into any natural waterway, surface drainage within the City, any area under jurisdiction of the City, the POTW, wastewater system tributary thereto, by any means available to them, including physical disconnection from the wastewater system, whenever such discharge presents or may present an endangerment to the environment or threatens to interfere with the operation of the POTW.

Any person notified of a suspension of the wastewater treatment service and/or the Industrial Discharge Permit shall immediately stop or eliminate the contribution. In the event of a failure of the person to comply voluntarily with the suspension order, the City shall take such steps as deemed necessary including immediate severance of the sewer connection, to prevent or minimize damage to the POTW system or endangerment to individuals or the environment. The City may reinstate the Industrial Discharge Permit and/or the wastewater treatment service upon proof of the elimination of the non-complying discharge.

A detailed written statement submitted by the Industrial User describing the causes of the harmful contribution and the measure taken to prevent any future occurrence shall be provided to the City within five (5) days of the date of occurrence. Suspension of Service shall not be a bar against, or a prerequisite for, taking any other action against the Industrial User.

~~(b) — Harmful contributions or interference with the wastewater system.~~

~~(1) — The administrator may cancel a significant industrial user's permission to discharge wastewaters into the WWS, reject such wastewater, may cease wastewater treatment service, and/or suspend a significant industrial user's industrial discharge permit when such suspension is necessary, in the opinion of the administrator, to stop or preclude a harmful contribution to the WWS or a discharge which interferes with or has a deleterious effect upon the WWS.~~

~~(2) — Any significant industrial user notified of a suspension or cancellation of wastewater treatment service and/or the industrial discharge permit shall immediately stop or eliminate the contribution or discharge. In the event of a failure by such significant industrial user to comply voluntarily with the suspension order, the administrator shall take such steps as are deemed necessary,~~

2265 ~~including immediate severance of the sewer connection, to prevent or minimize~~  
2266 ~~damage to the WWS system, danger to individuals or harm to the receiving water.~~  
2267 ~~The administrator may reinstate the industrial discharge permit and/or the~~  
2268 ~~wastewater treatment service only upon proof of compliance with the suspension~~  
2269 ~~order, including payment of any fees or penalties. A detailed written statement~~  
2270 ~~submitted by the significant industrial user describing the causes of the harmful~~  
2271 ~~contribution and the measures actually taken to prevent any future occurrence~~  
2272 ~~shall be submitted to the city within five (5) business days from the date of~~  
2273 ~~occurrence.~~

2274  
2275 (3) Administrative Compliance Order.

2276  
2277 When the City finds that an Industrial User has violated, or continues to violate,  
2278 any provision of this Article, an Industrial Discharge Permit, or order issued  
2279 hereunder, or any other Pretreatment Standard or Requirement, the City may issue  
2280 an order to the Industrial User responsible for the discharge directing that the  
2281 Industrial User come into compliance within a specific time. If the Industrial  
2282 User does not come into compliance within the time provided, sewer service may  
2283 be discontinued unless adequate treatment facilities, devices, or other related  
2284 appurtenances are installed and properly operated. Compliance orders also may  
2285 contain other requirements to address the noncompliance, including additional  
2286 self-monitoring and management practices designed to minimize the amount of  
2287 pollutants discharged to the POTW. A compliance order may not extend the  
2288 deadline for compliance established for a Pretreatment Standard or Requirement,  
2289 nor does a compliance order relieve the Industrial User of liability for any  
2290 violation, including any continuing violation. Issuance of a compliance order  
2291 shall not be a bar against, or a prerequisite for, taking any other action against the  
2292 Industrial User.

2293  
2294 (4) Consent Order.

2295  
2296 The City may enter into a Consent Order, assurances of compliance, or other  
2297 similar documents establishing an agreement with any Industrial User responsible  
2298 for noncompliance. Such documents shall include specific actions to be taken by  
2299 the Industrial User to correct the noncompliance within a time period specified by  
2300 the document. A consent order may include penalties, supplemental  
2301 environmental projects, or other conditions and requirements as agreed to by the  
2302 City and the Industrial User.

2303  
2304 (5) Show Cause Hearing.

2305  
2306 (i) The City may order any Industrial User who causes or allows an  
2307 unauthorized discharge to enter the POTW to show cause before the  
2308 Administrator why the proposed enforcement action should not be taken.  
2309 A notice shall be served on the Industrial User specifying the time and  
2310 place of a hearing to be held by the Administrator regarding the violation,

2311 the reasons why the proposed action is to be taken, and directing the  
2312 Industrial User to show cause before the Administrator why the proposed  
2313 enforcement action should not be taken. The notice of the hearing shall be  
2314 served personally or be sent by registered or certified mail (return receipt  
2315 requested) at least ten (10) days before the hearing. Service may be made  
2316 on any agent or officer of a corporation.

2317  
2318 (ii) The Administrator may conduct the hearing and take the evidence, or may  
2319 designate one or more persons to conduct the hearing and to take the  
2320 following actions:

2321  
2322 (A) Issue subpoenas requesting the attendance and testimony of  
2323 witnesses and the production of evidence relevant to any matter  
2324 involved in such hearings. The Administrator or the Industrial  
2325 User may petition the Municipal Court to enforce any subpoena  
2326 issued pursuant to this Section through the Court's contempt  
2327 powers.

2328  
2329 (B) Receive evidence from both the Industrial User and the  
2330 Administrator on any relevant issue involved in such hearings,  
2331 provided however, that the Montana Rules of Evidence shall not  
2332 apply strictly to such evidence.

2333  
2334 (C) Transmit a report of the evidence and hearing, including transcripts  
2335 and other evidence, together with recommendations to the  
2336 administrator for final action thereon.

2337  
2338 (iii) At any hearing held pursuant to this Article, testimony taken must be  
2339 under oath and recorded. The transcript of testimony will be made  
2340 available to any member of the public and any party to the hearing upon  
2341 payment of reasonable charges for the preparation thereof. The hearing  
2342 may be suspended or continued from time to time in the discretion of the  
2343 presiding officer, provided that all evidence is received and the hearing is  
2344 closed within sixty (60) days after it is commenced.

2345  
2346 (iv) After the Administrator has reviewed the evidence, they may issue an  
2347 order of findings and take an action or no action as necessary and  
2348 appropriate.

2349  
2350 (6) Cease and Desist Order

2351  
2352 (i) When the Administrator finds that an industrial user is violating this  
2353 Article, an Industrial Discharge Permit, any order issued hereunder, or any  
2354 other Pretreatment Standard or Requirement, or that the industrial user's  
2355 past compliance history indicates that violations are likely to recur, the

2356 Administrator may issue an order to the user directing it to cease and  
2357 desist all such violations and directing the industrial user to:

2358  
2359 (A) Immediately comply with all requirements;

2360  
2361 (B) Take such appropriate remedial or preventive action as may be  
2362 needed to properly address a continuing or threatened violation,  
2363 including halting operations and/or terminating the discharge.

2364  
2365 (ii) Issuance of a cease and desist order shall not be a bar against, or a  
2366 prerequisite for, taking any other action against the industrial user.

2367  
2368 (7) Administrative Fines.

2369  
2370 (i) When the City finds that an Industrial User has violated, or continues to  
2371 violate, any provision of this Article, an Industrial Discharge Permit, or  
2372 order issued hereunder, or any other Pretreatment Standard or  
2373 Requirement, the City may fine such Industrial User in an amount not to  
2374 exceed one thousand dollar (\$1,000) per day per violation. Such fines  
2375 shall be assessed on a per-violation, per day basis. In the case of monthly  
2376 or other long-term average discharge limits, fines may be assessed for  
2377 each day during the period of violation. Issuance of an administrative fine  
2378 shall not be a bar against, or prerequisite for, taking any other action  
2379 against the Industrial User.

2380  
2381  
2382 ~~(e) — *Revocation of permit/termination of service. Any significant industrial user who violates*~~  
2383 ~~the following conditions of this article, the city's rules or regulations or applicable state~~  
2384 ~~and federal laws is subject to permit revocation or service termination, or both, in~~  
2385 ~~accordance with the procedures set forth in said rules and regulations or this section:~~

2386 ~~(1) — Failure to factually report wastewater constituents and characteristics or permit~~  
2387 ~~violations.~~

2388 ~~(2) — Failure to report significant changes in operations or wastewater constituents and~~  
2389 ~~characteristics.~~

2390 ~~(3) — Refusal or physical obstruction of reasonable access to the user's premises for the~~  
2391 ~~purposes of inspection, monitoring, review of records concerning wastewater or~~  
2392 ~~any purpose listed under section 26-607(G).~~

2393 ~~(4) — Violation of conditions of the industrial discharge permit.~~

2394 ~~(5) — Failure to obtain or maintain a valid industrial discharge permit.~~

2395 ~~(6) — Failure to file required reports or give notices.~~

2396 ~~(7) — Failure to comply with a city order or compliance schedule.~~

2397 ~~(8) — Failure to provide for protection against spills, slug discharges or accidental~~  
2398 ~~discharges.~~

2399 ~~(9) — Use of excessive discharge per section 26-604(e).~~

2400 ~~(10) — Failure to properly sample discharge with intent to deceive.~~

2401 ~~(11) — Failure to pay the applicable charges and fees.~~

2402 (d) Judicial Enforcement Remedies.

2403  
2404 (1) Injunctive Relief.

2405  
2406 When the City finds that an Industrial User has violated, or continues to violate,  
2407 any provision of this Article, an Industrial Discharge Permit, or order issued  
2408 hereunder, or any other Pretreatment Standard or Requirement, the City may  
2409 petition the Billings Municipal Court for the issuance of a temporary or  
2410 permanent injunction, as appropriate, which restrains or compels the specific  
2411 performance of the Industrial Discharge Permit, order, or other requirement  
2412 imposed by this Article on activities of an Industrial User. The City may also  
2413 seek such other action as is appropriate for legal and/or equitable relief, including  
2414 a requirement for the Industrial User to conduct environmental remediation. A  
2415 petition for injunctive relief shall not be a bar against, or a prerequisite for, taking  
2416 any other action against an Industrial User.

2417  
2418 (2) Civil Penalties.

2419  
2420 (i) An Industrial User who has violated, or continues to violate, any provision  
2421 of this Article, an Industrial Discharge Permit, or order issued hereunder,  
2422 or any other Pretreatment Standard or Requirement shall be liable to the  
2423 City for a maximum civil penalty not to exceed one thousand dollars  
2424 (\$1,000) per day per violation. In the case of a monthly or other long-term  
2425 average discharge limit, penalties may accrue for each day during the  
2426 period of violation.

2427  
2428 (ii) The City may recover reasonable attorneys' fees, court costs, and other  
2429 expenses associated with enforcement activities, including sampling and  
2430 monitoring expenses, and the cost of any actual damages incurred by the  
2431 City.

2432  
2433 (iii) In determining the amount of civil liability, the City shall take into  
2434 account all relevant circumstances including, but not limited to, the extent  
2435 of harm caused by the violation, the magnitude and duration of the  
2436 violation, any economic benefit gained through the Industrial User's  
2437 violation, corrective actions by the Industrial User, the compliance history  
2438 of the Industrial User, and any other factor as justice requires.

2439  
2440  
2441 (iv) Filing a suit for civil penalties shall not be a bar against, or a prerequisite  
2442 for, taking any other action against an Industrial User.

2443  
2444 (3) Civil/Administrative Fine Pass Through.

2445  
2446 In the event that an Industrial User discharges such pollutants which cause the  
2447 City to violate any condition of its MPDES permit and the City is fined by the

2448 EPA or the State for such violation, then such Industrial User shall be fully liable  
2449 for the total amount of the fine assessed against the City by the EPA and/or the  
2450 State.

2451  
2452 (4) Criminal prosecution

2453  
2454 (i) Any Industrial User who violates or fails to comply with any provision of  
2455 this Article or with any orders, rules, regulations, permits and permit  
2456 conditions issued hereunder, shall, upon conviction, be guilty of a  
2457 misdemeanor. The penalty for such misdemeanor shall be a fine not to  
2458 exceed five hundred dollars (\$500.00) or by imprisonment not to exceed  
2459 six (6) months, or both.

2460  
2461 (ii) Any Industrial User who knowingly makes, authorizes, solicits, aids, or  
2462 attempts to make any false statement, representation or certification in any  
2463 hearing, or in any permit application, record, report, plan or other  
2464 document filed or required to be maintained pursuant to this Article, or  
2465 who falsifies, tampers with, bypasses, or knowingly renders inaccurate any  
2466 monitoring device, testing method, or testing samples required under this  
2467 Article, shall, upon conviction, be guilty of a misdemeanor, punishable by  
2468 a fine not to exceed five hundred dollars (\$500.00) or imprisonment not to  
2469 exceed six (6) months, or both.

2470  
2471 (iii) The City may refer violations that warrant criminal prosecution to the U.S.  
2472 Attorney General's Office, State Attorney General or USEPA Criminal  
2473 Investigation Division or other appropriate agency. Such referral shall not  
2474 preclude the City from taking a parallel administrative or civil enforcement  
2475 action.

2476  
2477 (e) Cost Recovery

2478  
2479 In any judicial action, the City may recover reasonable attorney fees, court costs,  
2480 deposition and delivery costs, expert witness fees, and other expenses of investigation,  
2481 enforcement action, administrative hearings, and litigation if the City prevails in the  
2482 action or settles at the request of the defendant. Any person who violates any of the  
2483 provisions of this Article or the Rules and Regulations shall become liable to the City for  
2484 any expense, loss, or damage to the City or to the POTW occasioned by such violation  
2485 including, but not limited to, investigative/monitoring expenses, fines, penalties,  
2486 cleaning, repair or replacement work caused by and in connection with the violation. In  
2487 addition, upon proof of willful or intentional meter bypassing, meter tampering, or  
2488 unauthorized metering, the City shall be entitled to recover as damages three (3) times the  
2489 amount of actual damages.

2490  
2491 (df) Remedies Nonexclusive. The remedies provided for in this Article are not exclusive of  
2492 any other remedies that the City may have under the provisions of Montana law. ~~If any~~  
2493 person violates any order of the administrator or otherwise fails to comply with any

2494 provisions of this article or rules and regulations or the orders, rules, regulations and  
2495 permits issued hereunder, or discharges sewage, industrial wastes or other wastes, into  
2496 the WWS or into state waters contrary to the provisions of this article, federal or state  
2497 pretreatment requirements, or contrary to any order of the city, or to the extent that the  
2498 discharge constitutes a harmful contribution, the city may commence an action in a court  
2499 of record for appropriate legal and equitable relief. In such action, the city may recover  
2500 from the defendant reasonable attorney fees, court costs, deposition and delivery costs,  
2501 expert witness fees, and other expenses of investigation, enforcement action,  
2502 administrative hearings, and litigation if the city prevails in the action or settles at the  
2503 request of the defendant. Any person who violates any of the provisions of this article or  
2504 rules and regulations shall become liable to the city for any expense, loss, or damage to  
2505 the city or to the WWS occasioned by such violation including, but not limited to,  
2506 investigative/monitoring expenses, fines, penalties, cleaning, repair or replacement work  
2507 caused by and in connection with the violation. In addition, upon proof of willful or  
2508 intentional meter bypassing, meter tampering, or unauthorized metering, the city shall be  
2509 entitled to recover as damages three (3) times the amount of actual damages.

2510 (e) — *Misdemeanor.* Any person who violates or fails to comply with any provision of  
2511 this article or with any orders, rules, regulations, permits and permit conditions issued  
2512 hereunder, shall be guilty of a misdemeanor. The penalty for such misdemeanor shall be a  
2513 fine not to exceed five hundred dollars (\$500.00) or by imprisonment not to exceed six  
2514 (6) months, or both. Each day in which any such violation occurs or persists shall be  
2515 deemed a separate and distinct offense.

2516  
2517 (f) — *Penalty for false statement and tampering.* Any person who knowingly makes,  
2518 authorizes, solicits, aids, or attempts to make any false statement, representation or  
2519 certification in any hearing, or in any permit application, record, report, plan or other  
2520 document filed or required to be maintained pursuant to this article, or who falsifies,  
2521 tampers with, bypasses, or knowingly renders inaccurate any monitoring device, testing  
2522 method, or testing samples required under this article, shall be guilty of a misdemeanor,  
2523 and upon conviction thereof, shall be punished by a fine not to exceed five hundred  
2524 dollars (\$500.00) or imprisonment not to exceed six (6) months, or both.

2525 (g) — *Civil penalty.* Any person who violates or fails to comply with any provision of this  
2526 article or with any orders, rules, regulations, permits or permit conditions issued  
2527 hereunder shall forfeit and pay to the city a civil penalty of one thousand dollars  
2528 (\$1,000.00) per violation. Each day in which any violation occurs or persists shall be  
2529 deemed a separate and distinct violation. Said civil penalty, if not immediately paid, is  
2530 enforceable by petition to a court of competent jurisdiction. In addition to the civil  
2531 penalty contained herein, violators shall be liable to the city for any expense, loss or  
2532 damage to the city or to the WWS including, but not limited to, investigative/monitoring  
2533 expenses, fines, penalties, loss or damage, cleaning, repair or replacement work caused  
2534 by and in connection with the violation. The city shall bill the violator for such expenses.  
2535 Refusal to pay the assessed costs shall constitute a separate and distinct violation.

2536 (h) — *Remedies cumulative.* The remedies provided for in state and federal law, this section and  
2537 this article, including but not limited to, criminal prosecution, recovery of costs,  
2538 administrative fines, and treble damages, shall be cumulative. One or all of the penalties,  
2539 sanctions, fines and remedies may be imposed at the discretion of the city.

2540  
2541 (~~Ord. No. 85-4663, § 10, 9-9-85; Ord. No. 91-4886, § 6, 9-9-91; Ord. No. 92-4906, § 5, 7-27-92;~~  
2542 ~~Ord. No. 97-5022, § 8, 5-27-97; Ord. No. 06-5356, § 15, 1-9-06)~~

2543  
2544 Sec. 26-61511. - Pretreatment authority outside of ~~city~~ City.

2545  
2546 In order to achieve and maintain compliance with the Clean Water Act, federal pretreatment  
2547 requirements, State regulations, sewage grant conditions and MPDESWWTP discharge permit  
2548 requirements, the City of Billings, as manager/operator shall have the authority to implement and  
2549 enforce the pretreatment program of the WWS, must possess and demonstrate a clear legal right  
2550 to require compliance with pretreatment requirements by any significant industrial user of the  
2551 WWS against any industrial user within and located outside of the city City's territorial  
2552 jurisdiction who discharges directly or indirectly to the POTW or any collection system  
2553 connected to the City POTW.

2554  
2555 To that end, all governmental sewage connectors, municipalities and including sanitation  
2556 districts, shall be required to legally adopt a regulatory pretreatment program either

2557  
2558 (a) Is consistent with and as stringent with this Articles and the Rules and  
2559 Regulations; parallel to this article and rules and regulations, or  
2560 (b) Incorporates by referencing the provisions of this ~~article~~ Article and the Rrules and  
2561 Rregulations and specifically delegates authority to implement and enforce the pretreatment  
2562 program to the City and requiring significant industrial users to comply with the city pretreatment  
2563 program.

2564 ~~The e~~Connectors, municipalities, sanitation including districts, shall also be required to approve  
2565 necessary revisions to existing sewer service agreements or joint agreements granting the ~~city~~  
2566 City the right to administer and physically enforce the connector's pretreatment program on  
2567 behalf of and as agent for the connector district. ~~Such supplemental or indirect regulatory~~  
2568 authority accorded to the city shall only be used where direct contractual relationships with  
2569 significant industrial users through the industrial discharge permit program prove insufficient to  
2570 ensure compliance with the pretreatment program.

2571 (Ord. No. 85-4663, § 11, 9-9-85)

2572  
2573 Sec. 26-616. Affirmative Defenses to Discharge Violations.

2574  
2575 (a) Upset.

2576  
2577 (1) For the purposes of this Article, upset means an exceptional incident in which  
2578 there is unintentional and temporary noncompliance with Categorical  
2579 Pretreatment Standards because of factors beyond the reasonable control of the  
2580 Industrial User. An upset does not include noncompliance to the extent caused by  
2581 operational error, improperly designed treatment facilities, inadequate treatment  
2582 facilities, lack of preventative maintenance, or careless or improper operation.  
2583

- 2584 (2) An upset shall constitute an affirmative defense to an action brought for  
2585 noncompliance with Categorical Pretreatment Standards if the requirements of  
2586 paragraph (3) below are met.
- 2587
- 2588 (3) An Industrial User who wishes to establish the affirmative defense of upset shall  
2589 demonstrate, through properly signed, contemporaneous operating logs, or other  
2590 relevant evidence that:
- 2591
- 2592 (i) An upset occurred and the Industrial User can identify the cause(s) of the  
2593 upset;
- 2594
- 2595 (ii) The facility was at the time being operated in a prudent and workman-like  
2596 manner and in compliance with applicable operation and maintenance  
2597 procedures; and
- 2598
- 2599 (iii) The Industrial User has submitted the following information to the City  
2600 within twenty-four (24) hours of becoming aware of the upset (if this  
2601 information is provided orally, a written submission must be provided  
2602 within five (5) days):
- 2603
- 2604 (A) A description of the Indirect Discharge and cause of  
2605 noncompliance;
- 2606
- 2607 (B) The period of noncompliance, including exact dates and times or,  
2608 if not corrected, the anticipated time the noncompliance is  
2609 expected to continue; and
- 2610
- 2611 (C) Steps being taken and/or planned to reduce, eliminate, and prevent  
2612 recurrence of the noncompliance.
- 2613
- 2614 (4) In any enforcement proceeding, the Industrial User seeking to establish the  
2615 occurrence of an upset shall have burden of proof.
- 2616
- 2617 (5) Industrial users shall have the opportunity for a judicial determination on any  
2618 claim of upset only in an enforcement action brought for noncompliance with  
2619 Categorical Pretreatment Standards.
- 2620
- 2621 (6) Industrial users shall control (decrease) production of all discharges to the extent  
2622 necessary to maintain compliance with Categorical Pretreatment Standards upon  
2623 reduction, loss, or failure of its treatment facility until the facility is restored or an  
2624 alternative method of treatment is provided. This requirement applies in the  
2625 situation where, among other things, the primary source of power of the treatment  
2626 facility is reduced, lost or fails.

2627

2628 (b) Prohibited Discharge Standards.

2629

2630 An Industrial User shall have an affirmative defense to an enforcement action brought  
2631 against it for noncompliance with the specific prohibitions in any action brought against  
2632 it alleging a violation of the Specific Prohibitions in Section 26-604(b) paragraphs (3),  
2633 (4), (5), (6) or (7) where the user demonstrates that:

2634  
2635 (1) It did not know, or have reason to know, that its discharge, alone or in conjunction  
2636 with discharges from other sources, would cause Pass Through or Interference;  
2637 and

2638  
2639 (2) The Industrial User had accurately disclosed the concentration of the pollutant(s)  
2640 causing the Pass Through or Interference in applications, reports, or other  
2641 required documents as required; and either:

2642  
2643  
2644 (i) A local limit designed to prevent Pass Through and/or Interference, as the  
2645 case may be was developed for each pollutant in the Industrial User's  
2646 discharge that caused Pass Through or Interference, and the Industrial  
2647 User was in compliance with each such local limit directly prior to and  
2648 during the Pass Through or Interference; or

2649  
2650 (ii) If a local limit designed to prevent Pass Through and/or Interference, as  
2651 the case may be, has not been developed for the pollutant(s) that caused  
2652 the Pass Through or Interference, the Industrial User's discharge directly  
2653 prior to and during the Pass Through or Interference did not change  
2654 substantially in nature or constituents from the User's prior discharge  
2655 activity when the POTW was regularly in compliance with the POTW's  
2656 MPDES permit requirements and, in the case of Interference, applicable  
2657 requirements for sewage sludge use or disposal.

2658  
2659 (c) Bypass

2660  
2661 (1) For purposes of this Subsection:

2662  
2663 (i) Bypass means the intentional diversion of wastestreams from any portion  
2664 of an Industrial User's treatment facility.

2665  
2666 (ii) Severe property damage means substantial physical damage to property,  
2667 damage to the treatment facilities which causes them to become  
2668 inoperable, or substantial and permanent loss of natural resources which  
2669 can reasonably be expected to occur in the absence of a bypass. Severe  
2670 property damage does not mean economic loss caused by delays in  
2671 production.

2672  
2673 (2) Bypass not violating applicable Pretreatment Standards or Requirements. An  
2674 Industrial User may allow any bypass to occur which does not cause Pretreatment  
2675 Standards or Requirements to be violated, but only if it also is for essential

2676 maintenance to assure efficient operation. These bypasses are not subject to the  
2677 provision of paragraphs (3) and (4) of this Section but are reportable under  
2678 Section 26-611(a), (d), (f), (j) and (k), as appropriate.  
2679

2680 (3) Notice.  
2681

2682 (i) If an Industrial User knows in advance of the need for a bypass, it shall  
2683 submit prior notice to the Director, if possible, at least ten (10) days before  
2684 the date of the bypass.  
2685

2686 (ii) An Industrial User shall submit oral notice of an unanticipated bypass that  
2687 exceeds applicable Pretreatment Standards to the Administrator within  
2688 twenty four (24) hours from the time the Industrial User becomes aware of  
2689 the bypass. A written submission shall also be provided within five (5)  
2690 days of the time the Industrial User becomes aware of the bypass. The  
2691 written submission shall contain a description of the bypass and its cause;  
2692 the duration of the bypass, including exact dates and times, and, if the  
2693 bypass has not been corrected, the anticipated time it is expected to  
2694 continue; and steps taken or planned to reduce, eliminate, and prevent  
2695 reoccurrence of the bypass. The Administrator may waive the written  
2696 report on a case-by-case basis if the oral report has been received within  
2697 twenty four (24) hours.  
2698

2699 (4) Prohibition of Bypass.  
2700

2701 (i) Bypass is prohibited, and the Administrator may take enforcement action  
2702 against an Industrial User for a bypass, unless;  
2703

2704 (A) Bypass was unavoidable to prevent loss of life, personal injury, or  
2705 severe property damage;  
2706

2707 (B) There were no feasible alternatives to the bypass, such as the use  
2708 of auxiliary treatment facilities, retention of untreated wastes, or  
2709 maintenance during normal periods of equipment downtime. This  
2710 condition is not satisfied if adequate back-up equipment should  
2711 have been installed in the exercise of reasonable engineering  
2712 judgment to prevent a bypass which occurred during normal  
2713 periods of equipment downtime or preventative maintenance; and  
2714

2715 (C) The Industrial User submitted notices as required under paragraph  
2716 (3) of this Section.  
2717

2718 (ii) The Administrator may approve an anticipated bypass, after considering  
2719 its adverse effects, if the Administrator determines that it will meet the  
2720 three (3) conditions listed in paragraph (4)(i) of this Section.  
2721

2722

2723 | Sec. 26-61~~27~~. - Severability; ~~R~~epealer; ~~E~~ffective ~~D~~ate.

2724

2725 | (a) *Severability*. If any part or parts of this ~~article~~ Article are held by any court of competent  
2726 jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity or  
2727 constitutionality of the remaining portions of said ~~article~~ Article.

2728 (b) *Repealer*. That all ordinances or parts of ordinances in conflict herewith are hereby  
2729 repealed.

2730 | (c) *Effective date*. That this ~~article~~ Article [Ordinance Number 85-4663] shall be effective  
2731 from and after final passage and as provided by law.

2732 | (Ord. No. 85-4663, § 12, 9-9-85)

2733

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** SID 1395 Boca Raton Road Public Hearing and Resolution Creating District and Contract for Professional Services

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

Ron Hill, owner of 22 of the 27 lots proposed in the SID 1395 district boundary, has the desire to construct public improvements on Boca Raton Road between Annandale Road and Clubhouse Way and a short extension of Annandale Road. These improvements generally consist of water, sanitary sewer, storm drain, curb and gutter, and street improvements to Boca Raton Road and Annandale Road. Mr. Hill will be paying a cash contribution for his lots which represents 68% of the total cost of the SID. This is necessary to meet the requirements of the City's Raw Land District Requirements (Resolution No. 87-15592). The City will be making a cash contribution to the project in the amount of \$127,569.99. This will pay for the City's portion of Annandale Road, which is classified as an arterial street. The SID is being created in order to assess the remaining 5 lots for their proportionate share of the project cost. In addition to creating the SID, Mayor and Council are asked to consider authorizing and executing a Contract for Professional Services with Sanderson Stewart to provide engineering design and construction administration for SID 1395. The contract is in the amount of \$106,396.60. Sanderson Stewart was selected based on proposals requested from a shortlist of prequalified consultants for this type of work.

**ALTERNATIVES ANALYZED**

The Council may:

- After holding a public hearing, approve the Resolution Creating SID 1395 and the Professional Services Contract with Sanderson Stewart; or
- After holding a public hearing, do not approve the Resolution Creating SID 1395 and the Professional Services Contract with Sanderson Stewart.

**FINANCIAL IMPACT**

The total estimated cost of the improvements is \$978,415.33. The costs are to be paid from the following sources: (1) \$182,000.00 of Special Improvement District bonds; (2) \$668,845.34 of cash contribution by Ron Hill, owner of 22 of the 27 lots in the District; and (3) \$127,569.99 of cash contribution from the City of Billings out of storm drain and gas tax funds.

**RECOMMENDATION**

Staff recommends that Council approve the Resolution Creating SID 1395 and approve the Professional Services Contract for SID 1395 with Sanderson Stewart in the amount of \$106,396.60.

**APPROVED BY CITY ADMINISTRATOR**

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## **Attachments**

Resolution to Create

Boundary Map

SID 1395 Professional Services Contract

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CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 13-\_\_\_\_\_, entitled: "RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 1395; CREATING THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND AND ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a meeting on **May 13, 2013**, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Councilmembers voted in favor thereof: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_; voted against the same: \_\_\_\_\_  
\_\_\_\_\_; abstained from voting thereon: \_\_\_\_\_  
\_\_\_\_\_; or were absent: \_\_\_\_\_  
\_\_\_\_\_.

WITNESS my hand officially this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Cari Martin

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

RESOLUTION NO. 13-\_\_\_\_\_

RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 1395; CREATING THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND AND ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE.

BE IT RESOLVED by the City Council of the City of Billings (the "City"), Montana, as follows:

**Section 1. Passage of Resolution of Intention.** This Council, on **April 22, 2013**, adopted Resolution No. **XX-XXXX** (the "Resolution of Intention"), pursuant to which this Council declared its intention to create a special improvement district, designated as Special Improvement District No. **1395** of the City, under Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended, for the purpose of financing the costs of certain local improvements described generally therein (the "Improvements") and paying costs incidental thereto, including costs associated with the sale and the security of special improvement district bonds drawn on the District (the "Bonds"), the creating and administration of the District, the funding of a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund").

**Section 2. Notice and Public Hearing.** Notice of passage of the Resolution of Intention was duly published and mailed in all respects in accordance with the law, and on **May 13, 2013**, this Council conducted a public hearing on the creation or extension of the District and the making of the Improvements. The meeting of this Council at which this resolution was adopted is the first regular meeting of the Council following the expiration of the period ended 15 days after the first date of publication of the notice of passage of the Resolution of Intention (the "Protest Period").

**Section 3. Protests.** Within the Protest Period, \_\_\_\_\_ protests were filed with the City Clerk and not withdrawn by the owners of property in the District subject to assessment for \_\_\_\_% of the total costs of the Improvements or representing \_\_\_\_% of the area of the District to be assessed for the cost of the Improvements. **The protest represents \_\_\_\_% of the assessed cost.**

**Section 4. Creation of the District; Insufficiency of Protests.** The District is hereby created on the terms and conditions set forth in, and otherwise in accordance with, the Resolution of Intention. The protests against the creation or extension of the District or the making of the Improvements filed during the Protest Period, if any, are hereby found to be insufficient. The findings and determinations made in the Resolution of Intention are hereby ratified and confirmed.

**Section 5. Reimbursement Expenditures.**

5.01. **Regulations.** The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the "Regulations") require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the "small issuer" exception from the arbitrage

rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

5.02. Prior Expenditures. Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2 (j) (2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2 (f) (2) of the Regulations, or (iv) expenditures in a “de minimus” amount (as defined in Section 1.150-2 (f) (1) of the Regulations), no expenditures for the Improvements have been paid by the City before the date 60 days before the date of adoption of this resolution.

5.03. Declaration of Intent. The City reasonably expects to reimburse the expenditures made for costs for the Improvements out of the proceeds of Bonds in an estimated maximum aggregate principal amount of **\$182,000** after the date of payment of all or a portion of the costs of the Improvements. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2 (d) (3) of the Regulations.

5.04. Budgetary Matters. As of the date hereof, there are not City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Improvements, other than pursuant to the issuance of the Bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the City’s budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

5.05. Reimbursement Allocations. The City’s financial officer shall be responsible for making the “reimbursement allocations” described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Improvements. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds or the Improvements and shall specifically identify the actual original expenditure being reimbursed.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this **13<sup>th</sup>** Day of May, 2013.

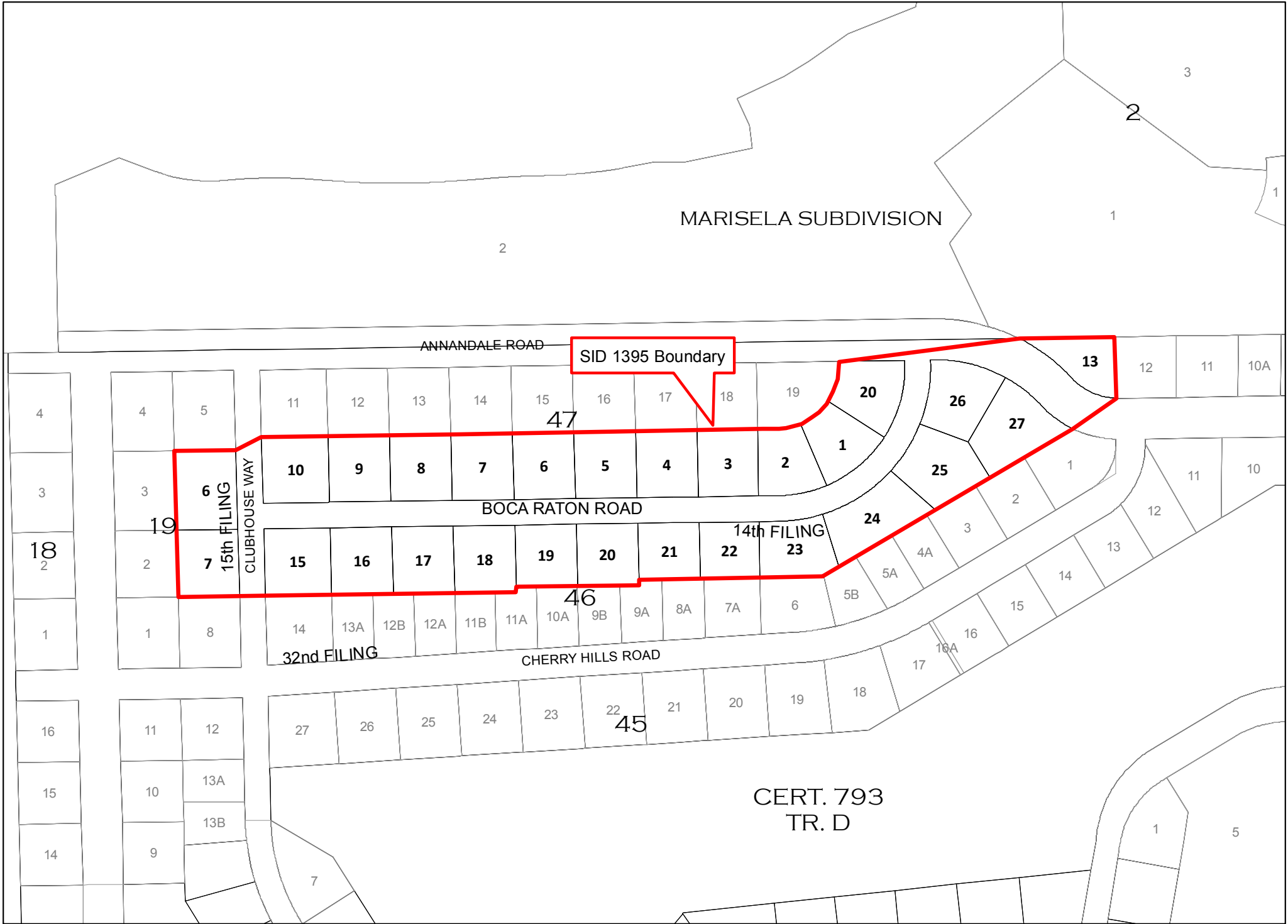
THE CITY OF BILLINGS:

BY \_\_\_\_\_  
Thomas W. Hanel MAYOR

ATTEST:

BY \_\_\_\_\_  
Cari Martin CITY CLERK

# EXHIBIT A



# Contract for Professional Architectural and Engineering Services

## Project SID 1395 Boca Raton Road

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In consideration of the mutual promises herein, City of Billings and Sanderson Stewart agree as follows. This Contract consists of:

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 6 pages (Basic Services of Contractor);

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

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

Appendix D consisting of 2 pages (Schedule of Professional Fees);

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 1 page (Certificate(s) of Insurance); and

### **PART I SPECIAL PROVISIONS**

#### Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
- B. "Billings" means the City of Billings.
- C. "Contractor" means Sanderson Stewart.

#### Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
- B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.

- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
- D. The Contractor shall provide as-built drawings on mylars and in digital format, as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings.
- E. The Contractor shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2013.

Section 4. Compensation; Method of Payment.

- A. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.
- B. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- C. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

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

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

## Section 6. Duties Upon Termination

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

## Section 7. Insurance.

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

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

Section 8. Assignments.

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

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

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

Section 10. Notices.

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

Billings: City Engineer (Debi Meling)  
City of Billings  
Public Works - Engineering  
2224 Montana Avenue  
Billings, Montana 59101

FAX: (406) 237-6291

Contractor: Mac Fogelsong  
Sanderson Stewart  
1300 North Transtech Way  
Billings, MT 59102

FAX: (406) 656-0967

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

### Section 11. Contract Budget.

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

### Section 12. Force Majeure.

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

### Section 13. Financial Management System.

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

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
- B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
- C. Effectively controls and accounts for all municipal funds and Contract property;

- D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
- E. Allocates administrative costs to direct service delivery units;
- F. Minimizes the time between receipt of funds from Billings and their disbursement by the Contractor;
- G. Provides accounting records supported by source documentation; and
- H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

#### Section 14. Funding Requirements.

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

#### Section 15. Subcontracts.

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

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

**PART II  
GENERAL CONTRACT PROVISIONS**

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Contractor: Mac Fogelsong, PE  
Principal

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

Contractor

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

\_\_\_\_\_

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

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

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

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

ATTEST:

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

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

APPROVED AS TO FORM:

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

By \_\_\_\_\_

BRENT BROOKS, City Attorney

STATE OF MONTANA            )  
  :ss.  
COUNTY OF YELLOWSTONE )

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of \_\_\_\_\_, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

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

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

## Appendix A

### Basic Services of Engineer

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#### Engineer's Rights and Duties.

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

Billings Rights and Duties.

- K. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete Billings' portion of the project as designated in the scope of work.
- L. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Chris Hertz, P.E.

Scope of Work.

The Engineer shall perform the work outlined within this agreement that includes the completion of design, bidding, and construction administration services for the installation of improvements for Boca Raton Road between Annandale Road and Clubhouse Way. The project includes a short extension of Annandale Road and Clubhouse Way about 1-2 lot depths in length.

Completion of said scope of work shall include the following tasks:

- A. Preliminary Services (30% Design).
  - 1. Conduct Preliminary Field Review (PFR) to determine major design features, project-related issues.
  - 2. Research property ownership within the project limits to update and supplement existing records.
  - 3. Confirm locations of utilities, public and private, within project limits. Information to be obtained from review of available as-built drawings, field investigations, and the Montana One Call System.
  - 4. Conduct a preliminary soils survey and geotechnical investigation to evaluate the soil conditions within the project limits. The investigation will include:
    - a. soil strata;
    - b. bearing capacity of buried utility pipes;
    - c. ground water;
    - d. pavement thickness design;
    - e. criteria for utility installations; and
    - f. Construction recommendations for the above.
  - 5. Review existing reports that include, but are not limited to hydrologic/hydraulic reports and subdivision plats.
  - 6. Conduct preliminary surveys that will include the following:
    - a. existing field conditions (topography, vegetation, existing structures, and road design features, etc.);
    - b. drainage features;
    - c. existing field landmarks;

- d. existing utilities (above and below ground as marked by a utility locate call);
  - e. existing right-of-way markers and property lines; and
  - f. alignment and cross section of any existing intersecting roads and driveways within or adjacent to the project limits.
7. Prepare preliminary plan/profile sheets for the project. As appropriate for the project, the plan and profile sheets may include:
- a. topographical data from the field survey;
  - b. relevant existing on-the-ground survey information;
  - c. plan views of underground utilities;
  - d. in profile view, crossing elevations of underground utilities;
  - e. existing centerline elevations; and
  - f. ADA curb ramp location and orientation.

B. Preliminary Design Services (90% Design).

1. Prepare detailed utility, storm water management, and road design plans. The detailed road design may include but not necessarily be limited to:
  - a. generating the detailed cross section, including any utilities potentially in conflict with the road design;
  - b. presenting the necessary details on the typical sections;
  - c. presenting the necessary details on the plan and profile sheets (e.g., grade percents, vertical and horizontal curvature data, structure sizes, stationing);
  - d. developing the temporary erosion control plan; and
  - e. preparing special provisions for road design items
  - f. Prepare a Storm Water Management Design (SWMD) Report.
2. Based on the detailed design plans, calculate the project quantities.
3. Prepare specifications and opinion of probable cost.
4. Provide to Billings four (4) complete sets of a complete 90% Design Plans, Specifications, two copies of SWMD Report, and Estimate (PS&E) package for review and approval.
5. Provide to Heights Water two (2) complete copies of a complete 90% Design PS&E package for review and approval.
6. Following receipt of written review comments from Billings and Heights Water, facilitate a 90% design review meeting, as required, with Billings staff to discuss review comments on these Preliminary Design Services.

C. Final Design Services (Final Design).

1. Prepare and furnish to Billings four (4) copies of a complete PS&E package for review and approval.
2. Provide to Heights Water two (2) complete copies of a complete Design PS&E package for review and approval.
3. Following receipt of written review comments from Billings and Heights Water, facilitate a design review meeting, as required, with Billings staff to discuss review comments on the final review documents.
4. Prepare and furnish to Billings three (3) hard copies accompanied by one (1) disk containing the appropriate computer files for the plan (AutoCAD format, \*.dwg) and specification (Microsoft Word format, \*.doc) information of a complete final PS&E package. Stamp and sign all plans and specifications with the seal of the Professional Engineer in responsible charge.
5. Prepare and furnish to Billings two (2) hard copies of a complete final plans and specifications package and appropriate processing fees for the water main and sewer main certified checklist submittals to the Montana Department of Environmental Quality. Stamp and sign all plans and specifications with the seal of the Professional Engineer in responsible charge.
6. Prepare and furnish to Heights Water one (1) hard copy of a complete final PS&E package. Stamp and sign all plans and specifications with the seal of the Professional Engineer in responsible charge.

D. Bidding Services.

1. Prepare and furnish full size (24x36-inch) plans and specifications in sufficient number for bidding purposes.
2. Stamp and sign all plans and specifications with the seal of the Professional Engineer in responsible charge for the design.
3. Schedule and hold a pre-bid conference.
4. Prepare any required addenda to plans and specifications. Addenda shall be approved by Billings.
5. Attend construction bid opening.
6. Analyze bid proposals and make a recommendation on awarding a construction contract for the proposed work based upon the lowest responsive bid submitted by a responsible bidder as set forth in the specifications and final plans.
7. Prepare and provide to Billings a bid tabulation and recommendation package that includes a recommendation on award, bid tabulation sheet, and bid proposal sheets.

E. Construction Services.

1. Prepare and provide to Billings and the successful contractor for the project a notice of award and notice to proceed.
2. Schedule and hold a pre-construction conference.
3. Notify Billings before the work is started. The Engineer recognizes that all work is subject to Billings inspection and approval at any time.
4. Construction Layout and Control.
  - a. Provide personnel, equipment, and supplies for construction layout and control. Construction layout shall include, but not be limited to, measurements, lines, locations, and grades necessary for construction.
  - b. Reference and preserve all existing survey monuments and benchmarks. All monuments installed with the project shall be punched and elevations shown on record drawings.
5. Inspection and Testing.
  - a. Coordinate appropriate testing of materials intended for incorporation into the project and require documentation of testing results. Testing frequency shall be based on the City of Billings Standard Modifications to the Montana Public Works 6<sup>th</sup> Edition dated March 2013.
  - b. Provide general observation of construction to check the Contractor's work for compliance with the drawings, specifications, and other applicable documents, codes, or standards. Observation of work shall be made on a full-time basis (to be based on the Contractor's work schedule) while any major item of work is in progress. Major items of work shall be water, sanitary sewer, storm drain, and irrigation utilities; subgrade preparation; gravel base course preparation; concrete pouring and finishing; and paving. The Engineer shall provide a minimum of **48** hours notice for Billings personnel when specific inspections or testing require their presence on the project. Each daily review shall be documented in permanent reproducible form and kept in consecutive order with the project file. Copies of the daily review reports shall be furnished to Billings as requested during construction. Engineer will notify Billings immediately of contract problems or deviation from approved plans. Engineer's fee is based on 40 works days for utility inspection and 15 working days for street inspection items.
  - c. Provide the services of a qualified materials engineering technician who will observe construction and provide representative tests. Provide direct coordination of laboratory and field quality assurance testing and geotechnical engineering between the project engineer, field inspector, and a project construction materials engineer. Geotechnical and materials engineering shall include interpretation and recommendations for the Engineer and Billings based upon field observation. The services of a qualified geotechnical consultant will be utilized for all materials testing and geotechnical engineering for this Contract.

6. Submittal Review and Document Preparation.

- a. Review the construction operations and the traffic controls for construction, prior to the start of work. Engineer shall ascertain that the Contractor has all needed permits to accomplish his work during construction.
- b. Check shop drawings, samples, equipment, asphaltic concrete mix design, concrete mix design, aggregate, and other data submitted by the Contractor for compliance with drawings and specifications.
- c. Prepare change orders that do not require additional engineering design or inspection. The Engineer will obtain prior written approval from Billings for all changes in specifications, addition of work, and significant changes in quantities.
- d. Prepare monthly pay estimates and final pay estimates for construction and prepare contract administration forms on a monthly basis. These will be submitted in Billings approved format. The pay estimates shall include the actual bid item quantities.
- e. Issue notice to the Contractor to suspend work in whole or in part when, in the opinion of the Engineer, work is not being, or cannot be performed in accordance with the contract documents and specifications.
- f. Contact Billings for any proposed plan or specification changes when required due to initial design and engineering deficiencies in order to complete the project in its original concept. Plan and specification changes shall be prepared by the design engineer. The Engineer will obtain prior written approval from Billings for all changes in design.
- g. Prepare and recommend work change directives and change orders when necessary due to conditions encountered during construction. The Engineer is not authorized to order additional work without the approval of Billings' Task Director. Any work resulting in contract overages will be processed by approved change orders using Billings' standard forms.

F. Final Services.

1. Prepare record drawings and furnish Billings with one (1) complete hard copy for review and comment.
2. Following receipt of review comments from Billings, make necessary changes and furnish Billings with two (2) sets of reproducible mylars accompanied by one (1) disk containing the appropriate computer files for the record drawings (AutoCAD format, \*.dwg).
  - a. Record drawings to show offset distances from centerline of rights-of-way to all public storm drains, water mains, and sanitary sewers.
  - b. Also shown will be any invert elevations for manholes, structures, and connections thereto. Elevations shall be shown at each street or right-of-way crossing plus any additional locations requested by the City Engineer or authorized representative.

- c. All above elevations shall be referenced to a permanent benchmark elevation – clearly shown on the plans.
  - d. Record drawings and traffic control submissions are due within 60 days of Contractor's final payment and before final payment to the Engineer.
3. Provide one (1) bound copy (may include multiple volumes) of a project manual through final completion to Billings within 90 days of final project acceptance. At a minimum, the project manual shall include: project specifications and contract documents, pay estimates, correspondence, any change orders, Contractor submittals, test reports, daily inspection reports, public involvement documentation, and other appropriate project records and documentation as determined by Billings.
  4. Schedule and make final inspection with Billings and certify to Billings all construction items were constructed according to plans and specifications and are acceptable to the Engineer.
  5. Provide certification of completion in accordance with the approved plans and record drawings as necessary for submittal to the Montana Department of Environmental Quality within 90 days of project completion.
  6. Schedule and make an inspection with Billings prior to the expiration of the construction warranty period and provide a certification of final acceptance. If any problems are found, send a list of deficiencies to Billings and Contractor and continue until acceptable.

## **Appendix B**

### **Methods and Times of Payment**

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#### **Section 1. Payments for Basic Services.**

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

Partial payment shall be made to the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer. Billings shall deduct five percent (5%) from each monthly pay estimate to be held until the completion of the final scope of work. The final payment shall be made

only after acceptance of final documents by Billings, and determination that the scope of work has been satisfactorily completed.

- A. For services rendered prior to construction, Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed the following amounts:

Design, Construction Administration, and Materials Testing      \$106,396.60

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

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

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

Section 3.    Corrections.

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

Section 4.    Fee Increases

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

## **Appendix C**

### **Additional Services of Engineer**

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

- 5. Field and laboratory testing and reports.
- 6. Resetting lost or destroyed monuments after construction.
- 7. Construction inspection in excess of basic services.
- 8. Construction inspection after expiration of the construction contract completion time.

9. Preparation of change orders, which do require additional engineering design or construction review.
10. Requests made or conditions identified by interested groups, which are in excess of basic services.
11. Revisions or additions when such revisions or additions are inconsistent with written approvals or instructions previously given, required by enactment or revisions of codes, laws, or regulations, or are due to other causes not solely within control of the Engineer.
12. As may be requested by Billings, additional design services not included in the original scope of work as outlined in Appendix A.
13. Additional time and/or services resulting from additional requirements imposed by any funding source for use of those funds, as outlined in Part I, Section 14 of this Contract.

## **Appendix D**

### **Schedule of Professional Fees**

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

The itemized schedule provided below includes direct labor costs, normal payroll and overhead costs, transportation, furnishing equipment and materials normally required for performance of the work and reasonable profit.

1. *Survey Crew Services.*

1-man Crew/2-man Crew

\$ Per Job

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

2. *Staff Personnel Services.*

Expert Witness/Special Consultant	\$250.00 /hour
Principal	\$180.00 /hour
Senior Engineer	\$135.00 /hour
Project Engineer	\$ 90.00 /hour
Staff Engineer	\$ 85.00 /hour
Engineer Intern	\$ 65.00 /hour
Land Planner/Landscape Architect	\$110.00 /hour
Senior Professional Land Surveyor	\$115.00 /hour
Professional Land Surveyor	\$100.00 /hour
Staff Surveyor	\$ 80.00 /hour
Designer	\$ 80.00 /hour
CADD Technician	\$ 75.00 /hour
Senior Construction Engineering Technician	\$ 95.00 /hour
Construction Engineering Technician	\$ 70.00 /hour
Construction Inspector	\$ 80.00 /hour
Project Administrator	\$ 65.00 /hour
Field Survey Technician	\$ 70.00 /hour
Administrative/Clerical	\$ 60.00 /hour

Outside Consultants:

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

Independent Laboratories:

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

## Appendix E

### Project Schedule

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Section 1.            Design Services.

Based on a written notice to proceed by Billings on May 14, 2013, the completion date, including agency reviews, for the Engineer's work through final design shall be:

- 14. 30% Design – June 10, 2013
- 15. 90% PS&E Package – June 20, 2013
- 16. Final PS&E Package – July 3, 2013

### Bidding Services.

Based on written notice from Billings of the advertisement for bids, the schedule for the Engineer's work for bidding services shall be:

17. Pre-Bid Conference – Tuesday following the final posting of the advertisement for bids.
18. Construction Bid Opening – second Tuesday following the final posting of the advertisement for bids. (Anticipated July 23, 2013)
19. Bid Tabulation and Recommendation Package – 12:00 p.m. MST on Friday following construction bid opening.

### Construction Services.

Based on written notice of award (tentatively August 12, 2013) as provided in Appendix B, Section 3.G.1, the schedule for the Engineer's work for construction services based on **working days** shall be:

20. Pre-Construction Conference – within 10 days following notice of award.
21. The schedule for construction services shall be dictated by the term of the construction contract for this project and completion of the scope of work contained in Appendix A.

### Delays in the Scope of Work.

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

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

## **Appendix F**

### **Certificates of Insurance**

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See attached Certificates of Insurance.

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Public Hearing - Mattress Land - Variance #OP-13-02 from Off Street Parking Requirements

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

Barthel Properties, LLC is proposing to construct a new Mattress Land at 658 King Park Drive. They are seeking a variance from the parking requirements for the new site. There is no designation for furniture stores within the site development ordinance for parking requirements. City staff has typically regarded furniture stores as retail which requires one parking stall per 200 square feet of store. National standards and trends are 1 parking stall per 1000 square feet of store plus one stall per employee. The proposed Mattress Land is proposing to construct a 19,200 square foot store. At the rate of a retail store, they would be required to install 96 parking stalls. At the rate of 1 per 1000 sf plus one per employee, they would be required 25 parking stalls. They are proposing constructing 25 stalls.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the variance which allows the applicant to construct a new furniture store at 685 King Park Drive; or
- Do not approve the variance. If the variance is not approved, Mattress Land will need to meet the site development ordinance for a retail store.

**FINANCIAL IMPACT**

The administrative cost of the variance is offset by the application fee.

**RECOMMENDATION**

Staff recommends that Council approve the variance for the Mattress Land off-street parking with the condition that the variance only applies as long as the building is used as a furniture store.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Application for Variance

Letter from Applicant

Site Plan

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## APPLICATION FOR VARIANCE

The undersigned as owner(s) of the following described property hereby request a Variance from the terms of the City of Billings-Section of the Site Development Ordinance.

1. Legal description of property: Lot 4, Block 2; King Park Subdivision

Tax ID#A24898

2. Address (If unknown, contact the City Engineer's office) or general location: King Park Drive

3. Owner (s): Barthel Properties, LLC

(Recorded Owner)

2675 Enterprise Ave. Billings, MT 59102

(Address)

(406) 656-6875

(Phone Number)

(Email)

4. Agent (s): Sanderson Stewart

(Name)

1300 North Transtech Way, Billings, MT 59102

(Address)

(406) 656-5255

(Phone Number)

pdavies@sandersonstewart.com

(Email)

5. Section of the Site Development Ordinance that this request for variance applies to: \_\_\_\_\_

Article 6 -- 1203(1)

6. Reason for request: See attached letter.

7. Covenants for deed restriction on the property: Yes \_\_\_\_\_ No

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for the variance requested. Also, that all the information presented is true and correct.

Signature:  Date: 1/23/13

(Recorded Owner)

Fee: 200<sup>00</sup> Receipt #: 026571 Hearing Date: \_\_\_\_\_ Application #: \_\_\_\_\_

January 14, 2013

Mr. Wayne Ware  
Senior Engineering Technician  
City of Billings – Public Works Department  
2224 Montana Avenue  
Billings, MT 59101

Reference: Proposed Mattress Land  
Lot 4, Block 2 King Park Subdivision  
Variance Request for Number of Parking Stalls  
Project No. 85027.14

Dear Mr. Ware:

On behalf of the property owner, Barthel Properties LLC, we are requesting a variance for the number of required off-street parking stalls for the proposed +/- 19,200 square foot furniture store. The development is located on Lot 4, Block 2 of King Park Subdivision. Attached is a proposed site plan exhibit for reference.

The proposed furniture store will consist of approximately 9,400 square feet of retail space and approximately 9,800 square feet of warehouse space. The current City code does not have a specific "furniture store" off-street parking requirement. The City of Billings Municipal Code Article 6-1203(l) requires 25 spaces plus 1 per 300 square feet in excess of 5,000 square feet for retail areas greater than 5,000 square feet and 10 spaces for the first 20,000 square feet of warehouse area. Therefore, current code would require a total of 40 off-street parking stalls for the proposed building.

The Owner has indicated that the required 40 off-street parking stalls in far exceeds what is actually required based on experience at their current location at 2090 King Avenue West. It is also our understanding that the City of Billings is currently considering updated the off-street parking requirements in the City code. The proposed city code revision would include a furniture store category that would require 1 parking stall per 1,000 square feet plus 1 per employee. Based on the proposed off-street parking requirement, the proposed 19,200 square foot building would require a minimum of 25 parking stalls (assuming a maximum 5 employees per shift).

Therefore, we are requesting a variance from Article 1203(l) of the City code to allow 1 parking stall per 1,000 square feet gross floor area plus 1 per employee. This will allow the minimum parking requirement to be in alignment with the actual business needs along with the proposed change in the City parking code.

Mr. Wayne Ware  
January 14, 2013  
Page 2

Please contact me with any questions or if you need additional information.

Sincerely,

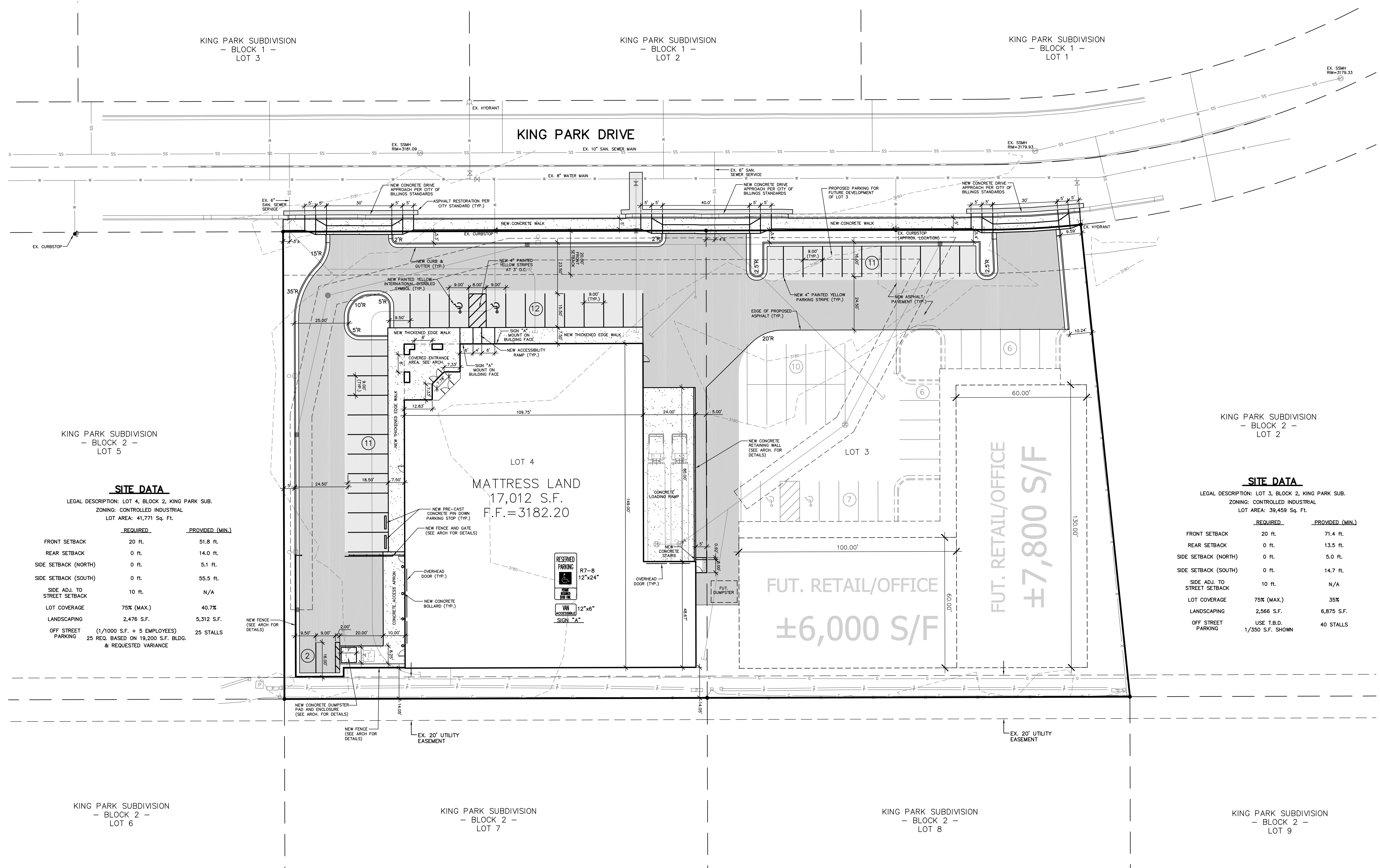
A handwritten signature in black ink, appearing to read 'Patrick Davies', with a long horizontal flourish extending to the right.

Patrick Davies, PE, CDP, LEED AP  
Associate Principal/Senior Engineer

PD/hg

Enc.

P:85027\_14\_Ware\_Variance\_Itr\_011413



**SITE DATA**

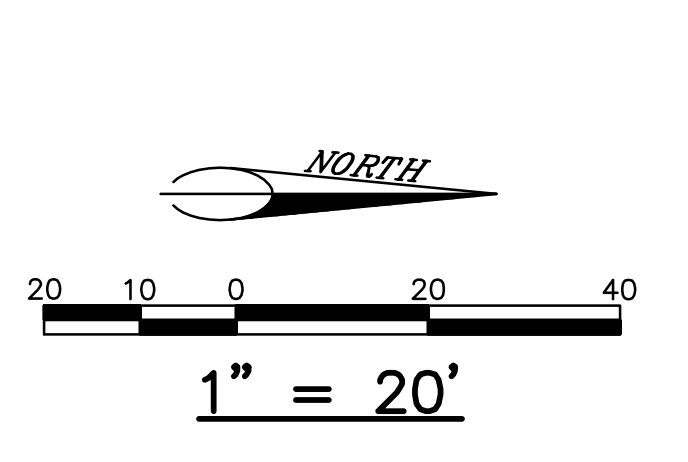
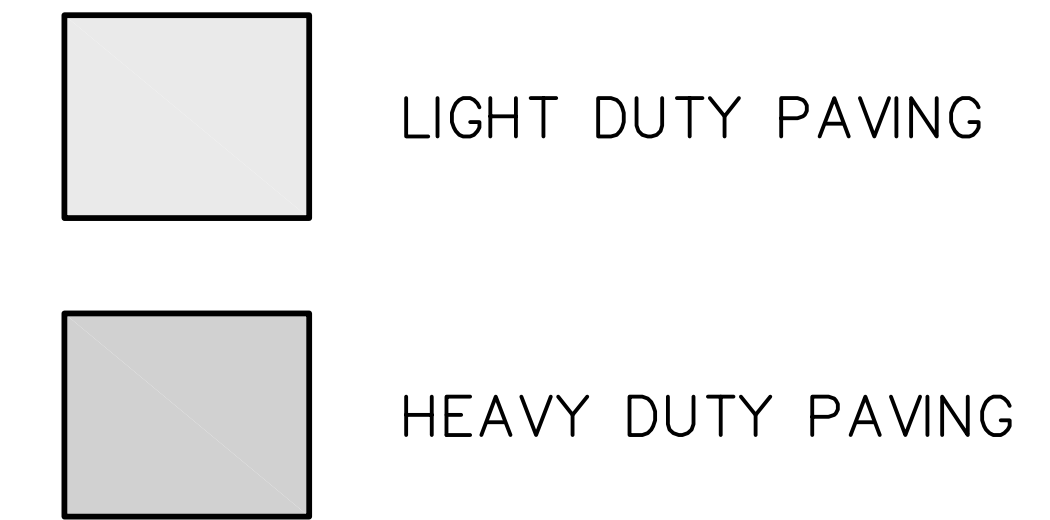
LEGAL DESCRIPTION: LOT 4, BLOCK 2, KING PARK SUB.  
 ZONING: CONTROLLED INDUSTRIAL  
 LOT AREA: 41,771 Sq. Ft.

	REQUIRED	PROVIDED (MIN.)
FRONT SETBACK	20 ft.	51.8 ft.
REAR SETBACK	0 ft.	14.0 ft.
SIDE SETBACK (NORTH)	0 ft.	5.1 ft.
SIDE SETBACK (SOUTH)	0 ft.	55.5 ft.
SIDE ADJ. TO STREET SETBACK	10 ft.	N/A
LOT COVERAGE	75% (MAX.)	40.7%
LANDSCAPING	2,476 S.F.	5,312 S.F.
OFF STREET PARKING	(1/1000 S.F. + 5 EMPLOYEES) 25 REQ. BASED ON 19,200 S.F. BLDG. & REQUESTED VARIANCE	25 STALLS

**SITE DATA**

LEGAL DESCRIPTION: LOT 3, BLOCK 2, KING PARK SUB.  
 ZONING: CONTROLLED INDUSTRIAL  
 LOT AREA: 39,459 Sq. Ft.

	REQUIRED	PROVIDED (MIN.)
FRONT SETBACK	20 ft.	71.4 ft.
REAR SETBACK	0 ft.	13.5 ft.
SIDE SETBACK (NORTH)	0 ft.	5.0 ft.
SIDE SETBACK (SOUTH)	0 ft.	14.7 ft.
SIDE ADJ. TO STREET SETBACK	10 ft.	N/A
LOT COVERAGE	75% (MAX.)	35%
LANDSCAPING	2,566 S.F.	6,875 S.F.
OFF STREET PARKING	USE T.B.D.	40 STALLS



**NOTE:**

- EXISTING UNDERGROUND INSTALLATIONS & PRIVATE UTILITIES SHOWN ARE INDICATED ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF SUCH INFORMATION. SERVICE LINES (WATER, POWER, GAS, STORM, SEWER, TELEPHONE & TELEVISION) MAY NOT BE STRAIGHT LINES OR AS INDICATED ON THE PLANS. STATE LAW REQUIRES CONTRACTOR TO CALL ALL UTILITY COMPANIES BEFORE EXCAVATION FOR EXACT LOCATIONS.
- ALL IMPROVEMENTS SHALL BE PERFORMED IN ACCORDANCE WITH MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS 6TH EDITION, APRIL, 2010, AND THE CITY OF BILLINGS STANDARD MODIFICATIONS MANUAL, DATED FEBRUARY, 2011.
- UNLESS OTHERWISE SPECIFIED, ALL CONSTRUCTION LAYOUT AND STAKING SHALL BE PERFORMED UNDER THE RESPONSIBLE CHARGE OF A LAND SURVEYOR LICENSED IN THE STATE OF MONTANA AND BY A PARTY CHIEF OF ENGINEERING TECHNICIAN EXPERIENCED IN CONSTRUCTION LAYOUT AND STAKING TECHNIQUES AS ARE REQUIRED BY THE SPECIFIC TYPE OF WORK BEING PERFORMED.
- ALL DIMENSIONS TO BACK OF CURB UNLESS OTHERWISE NOTED.
- SITE CONTRACTOR TO COORDINATE WITH PRIVATE (DRY) UTILITY, IRRIGATION AND SITE ELECTRICAL CONTRACTORS FOR THE INSTALLATION OF ANY UNDERGROUND SLEEVES, CONDUITS, PIPES, WIRE, ETC.
- ALL EARTHWORK, TRENCHING, GRADING, FILLING, ETC. SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL INVESTIGATION REPORT PREPARED FOR THIS PROJECT.
- SITE CONTRACTOR SHALL PROVIDE TEMPORARY CONSTRUCTION BEST MANAGEMENT PRACTICES (BMP'S) PER CHAPTER 6, BMP SELECTION AND IMPLEMENTATION, OF THE STORMWATER MANAGEMENT MANUAL FOR BILLINGS, MONTANA, FEBRUARY 2011. PROVIDE TEMPORARY BMP'S UNTIL VEGETATION IS ESTABLISHED AND PERMANENT BMP'S ARE FUNCTIONAL.

- THE CONTRACTOR SHALL MAKE NOTE THAT THIS PROJECT IS SUBJECT TO MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY STORM WATER GENERAL DISCHARGE PERMIT AUTHORIZATION. CONTRACTOR SHALL PAY THE APPLICATION FEE, THE FIRST ANNUAL FEE, AND ADDITIONAL ANNUAL FEES NECESSARY UNTIL THE TERMINATION OF THE PERMIT HAS BEEN GRANTED BY THE MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ). CONTRACTOR IS RESPONSIBLE FOR SECURING AND ADMINISTERING THE PERMIT AND INSTALLATION AND MAINTENANCE OF THE EROSION CONTROL STRUCTURES. ALL STORM WATER MANAGEMENT AND EROSION CONTROL FOR THIS PROJECT SHALL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY WHICH CAN BE OBTAINED FROM MDEQ AT:  
<http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>
- CONTRACTOR SHALL SCHEDULE AND COORDINATE REGULAR DRAINAGE FACILITY INSPECTION WITH THE CITY DURING CONSTRUCTIONS.

SITE PLAN  
 PROJECT  
 OWNER

BARTHEL PROPERTIES BUILDING  
 BARTHEL PROPERTIES, LLC

PROJECT NO 12073  
 ISSUE DATE 4/5/2013  
 REVISIONS  
 04/16/2013 - PARKING REV'S

**A&E ARCHITECTS**  
 ARCHITECTURE  
 HISTORIC  
 658 NORTH 29TH  
 BILLINGS, MT 59101  
 PH 406.248.2633  
 FAX 406.248.2427  
 222 NORTH HIGGINS  
 MISSOULA, MT 59802  
 PH 406.727.5843  
 FAX 406.727.1887  
[www.aearchitects.com](http://www.aearchitects.com)

**SANDERSON STEWART**  
[www.sandersonstewart.com](http://www.sandersonstewart.com)  
 PM/85027.14 85027.14\_ML\_BASE.DWG ATV  
 QUALITY ASSURANCE: TB - 04/01/13

C102

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013  
**TITLE:** Noise Ordinance Amendments  
**PRESENTED BY:** Caig Hensel  
**Department:** Legal

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**Information**

**PROBLEM/ISSUE STATEMENT**

The Noise provisions in the Billings Montana City Code are codified in Chapter 17, and most of the provisions, including the sound level dB(A) limits, were enacted in 1967. The sound level limitations have proven outdated and unworkable, as typical ambient noise is often louder than current standards at both daytime and nighttime limits. The attached ordinance amends sound level limits to more workable levels, clarifies and specifies criteria for noise violations, omits unnecessary language and sections and establishes noise waiver procedures. Some code sections deemed unnecessary or duplicative of other code sections are stricken entirely. The time periods for increased sound levels in different zoning classifications have been expanded to begin one hour earlier, starting at 7:00 a.m., to accommodate the wishes of the construction industry.

This item was presented and discussed at the April 15, 2013 Council Work Session, at which time the Council directed Staff to proceed to 1st Reading. The attached ordinance shows proposed edits via underline and strikethrough.

**ALTERNATIVES ANALYZED**

Council May:

- Approve amendments to the Noise Ordinance; or
- Not approve amendments to the Noise Ordinance.

**FINANCIAL IMPACT**

There is no anticipated cost to the City to enact this ordinance.

**RECOMMENDATION**

Staff recommends the Council enact the attached ordinance that amends City Code Chapter 17 - Noise.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Noise Ordinance

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA MUNICIPAL CODE BE AMENDED BY GENERALLY REVISING CHAPTER 17, REPEALING SECTIONS 17-103, 17-105, 17-109, 17-110, 17-111, AMENDING SECTIONS 17-101, 17-102, 17-104, 17-106, 17-107, 17-112 AND RENUMBERING ACCORDINGLY.

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

Section 1. That the Billings, Montana, City Code be amended by amending certain sections of Chapter 17 - NOISE, as follows:

## Chapter 17 - NOISE

Sec. 17-101. - Definitions.

As used in this chapter, unless the context otherwise requires, the following words and phrases shall have the meanings ascribed to them in this section:

Ambient noise is the noise which exists at a point of measurement in the absence of the sound emitted by the source being measured, being the total effect of all other sounds coming from near and far.

~~DBA~~ dB(A) means sound levels in decibels measured on an "A" scale of a standard sound level meter having characteristics defined by the American National Standards Institute, Publication S.4-1970.

Decibel. Sound pressure level in decibels is a logarithmic unit used to express the magnitude of sound pressure with respect to a reference sound pressure. It is defined as twenty (20) times the logarithm to the base ten (10) of the ratio of the sound pressure to the reference sound pressure. By international standards, the reference sound pressure is  $2 \times 10^{-5}$  newtons/meter squared. By example, a doubling of sound pressure, at any magnitude, will result in a six (6) decibel increase in sound pressure level; a ~~tenfold~~ tenfold increase will result in a twenty (20) decibel increase in sound pressure level.

Emergency work ~~is work made necessary to restore property to a safe condition following a public calamity, or work required to protect persons or property from exposure to danger or potential danger.~~

is unanticipated work, maintenance, or construction required to restore property to a safe condition following a public calamity, meteorological event, accident, or any other event which interrupts essential services or utilities, endangers persons or property, or adversely affects infrastructure.

~~Health means an optimal state of physical, mental and emotional well being and not merely the absence of disease.~~

Residential area includes:

- Residential-rural,
- Residential-suburban,
- Residential-suburban-trailer,
- Residential-one family,
- Residential-one family, restricted,
- Residential-two family,
- Residential-multiple family,
- Residential-professional.

"Light commercial" includes:

- Commercial-limited.

"Heavy commercial" includes:

- Commercial-highway,
- Commercial-general,
- Commercial-central.

"Industrial" includes:

- Industrial light,
- Industrial heavy.

(Code 1967, § 10.94.010)

Cross reference— Definitions and rules of construction generally, § 1-102.

Sec. 17-102. - Prohibitions generally.

~~It is unlawful for any person to make or cause to be made any excessive or unusually loud noise or any noise measured or unmeasured which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of any reasonable person of normal sensitivity within the city.~~

It is unlawful for any person willfully to make or continue to make, or cause to be made or continued, any loud, unnecessary, or unusual noise which disturbs the peace or quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal

sensitivity residing in the area. The standards which shall be considered in determining whether a violation of the provisions of this section exists shall include the following:

(A) The volume of noise;

(B) The intensity of the noise;

(C) Whether the nature of the noise is usual or unusual;

(D) Whether the noise is produced by a commercial or noncommercial activity;

(E) The volume and intensity of the background noise, if any;

(F) The proximity of the noise to residential sleeping facilities;

(G) The nature and zoning of the area within which the noise emanates;

(H) The density of the inhabitation of the area within which the noise emanates;

(I) The time of the day or night the noise occurs;

(J) The duration of the noise;

(K) Whether the noise is recurrent, intermittent or constant; and

(L) The public benefit derived from the source of the noise.

(Code 1967, § 10.94.020)

~~Sec. 17-103. Prohibited acts.~~

~~It is unlawful to perform any of the following acts within the city:~~

~~(1) Horns, signaling devices. Sounding any horn or signaling device on any truck, automobile, motorcycle or other vehicle on any street or public place of the city except as a warning signal;~~

~~(2) Sound amplifying equipment. Using, operating or permitting the use of any radio receiving set, musical instrument, television, phonograph or other machine or device for the production or reproduction of sound in such a manner as to disturb the quiet, comfort or repose of any normally sensitive and reasonable person. The operation of any such sets, instruments, television, phonographs, machine or device in such a manner as to be in violation of section 17-104 shall be prima facie evidence of a violation of this chapter;~~

~~(3) Loudspeakers, amplifiers for commercial purposes. Installing, using or operating within the city a loudspeaker or sound amplifying equipment at levels in excess of those specified in~~

~~section 17-104 in a fixed or movable position or mounted upon any sound truck for the purpose of giving instructions, directions, talks, addresses, lectures or transmitting music to any persons or assemblages of persons in or upon any street, alley, sidewalk, park, place or public property without first obtaining a permit;~~

~~(4) Yelling, shouting. Yelling, shouting, hooting, whistling or singing on the public streets, alleys or parks at any time so as to annoy or disturb the quiet, comfort or repose of any normally sensitive and reasonable person;~~

~~(5) Exhausts. Discharging into the open air the exhaust of any steam engine, stationary internal combustion engine, motorboat or motor vehicle, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom. Modifying any noise abatement device on any motor vehicle or engine in a manner so that the noise emitted by such vehicle or engine is increased above that emitted by such vehicle or engine as originally manufactured is a violation of this section;~~

~~(6) Defect in vehicle or load. Operating any truck, trailer, automobile, motorcycle or vehicle so out of repair or so loaded in such a manner as to create loud and unnecessary grating, grinding, rattling or other noise;~~

~~(7) Loading, unloading, opening containers. Loading, unloading, opening or otherwise handling boxes, crates, containers, garbage containers or other objects in such a manner as to disturb the quiet, comfort or repose of any normally sensitive and reasonable person;~~

~~(8) Construction projects or repair of buildings. Operating equipment or performing any construction or repair work on buildings, structures or projects or operating any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other construction type device in such a manner as to disturb the quiet, comfort or repose of any normally sensitive and reasonable person;~~

~~(9) Fireworks and explosives. The use of fireworks and/or other explosives so as to disturb the quiet, comfort and repose of any normally sensitive and reasonable person;~~

~~(10) Exemption clause. Any of the above acts performed for emergency work for the safety, welfare and public health of the citizens of the city will not be construed to be in violation of this chapter.~~

(Code 1967, § 10.94.030)

Sec. 17-~~104~~.103 - Noise limitations.

(a) The maximum permissible decibel limits on noise emitting from sources ~~not on public right-of-way~~ in residential, commercial and industrial districts are as follows.

(b) Noise will be measured at a distance of twenty-five (25) feet from the source or at the boundary of the lot, whichever is the greater distance. Noise radiating from properties or buildings in excess of the dB(A) established for the districts and times in Table I herewith constitutes prima facie evidence that such noise is a public nuisance. This includes noise from such activities as production, processing, cleaning, servicing, testing and repair of vehicles, materials, goods or products. Noises caused by home or building repair, construction, or grounds maintenance are

excluded as provided in section 17-~~106~~ 104.

Table I—Limitations

Districts	<del>8 a.m. – 8 p.m.</del> <u>7 a.m. – 8 p.m.</u>	<del>8 p.m. – 8 a.m.</del> <u>8 p.m. – 7 a.m.</u>
Residential	<del>55</del> <u>65</u> dB(A)	<del>50</del> <u>55</u> dB(A)
Light commercial	<del>60</del> <u>80</u> dB(A)	<del>55</del> <u>60</u> dB(A)
Heavy commercial	<del>70</del> <u>85</u> dB(A)	<del>65</del> <u>70</u> dB(A)
Industrial	<del>80</del> <u>90</u> dB(A)	<del>75</del> <u>80</u> dB(A)

(1) ~~(c)~~ At boundaries between zones, the lower of the dB(A) level shall be applicable.

~~(2) To be in violation, the source of noise must be identifiable and the levels without regard to the ambient must exceed the above limitations.~~

~~(3) Periodic or impulsive noises shall be in violation when such noises are at a noise level of five dB(A) less than those listed in this section.~~

~~(4) Construction projects shall be subject to the maximum permissible noise levels specified for industrial districts for the period within which construction is to be completed pursuant to any applicable construction permit issued by the city, or if no time limitation is imposed, then for a reasonable period of time for completion of the project.~~

~~(5) All railroad rights-of-way shall be considered as industrial districts for the purpose of this chapter, and the operation of trains shall be subject to the maximum noise levels specified for such district.~~

(Code 1967, § 10.94.040)

~~Sec. 17-105. Motorized vehicles.~~

~~(a) It is unlawful to operate a motorized vehicle within the city which emits noise in excess of the limits specified in Table II below.~~

~~(b) Noise from a noise source within a public right-of-way, other than a sound amplification system in a motor vehicle, shall be measured at a distance of at least twenty five (25) feet from the center of the nearest traffic lane on a sound level meter of standard design and operated on the "A" weight scale.~~

~~Table II—Maximum Permissible Noise Levels for Motor Vehicles~~

~~(1) Trucks and buses:~~

~~Over 10,000 pounds~~

~~82 dB(A) measured at 50 feet~~

~~88 dB(A) measured at 25 feet~~

~~Under 10,000 pounds~~

~~74 dB(A) measured at 50 feet~~

~~80 dB(A) measured at 25 feet~~

~~(2) — Passenger cars:~~

~~74 dB(A) measured at 50 feet~~

~~80 dB(A) measured at 25 feet~~

~~(3) — Motorcycles, snowmobiles, minibikes and other self propelled vehicles:~~

~~74 dB(A) measured at 50 feet~~

~~80 dB(A) measured at 25 feet.~~

~~(Code 1967, § 10.94.050; Ord. No. 93-4940, § 5, 10-18-93)~~

Cross reference— Operation of loud sound amplification systems in motor vehicles, § 24-351 et seq.

Sec. 17-~~106~~. 104. - Exemptions.

The following uses and activities shall be exempt from noise level regulations:

- (1) Noise ~~of~~ from safety signals and warning devices;
- (2) Noises resulting from any authorized emergency vehicle when responding to an emergency call or acting in time of emergency;
- (3) Noise resulting from emergency work ~~or noise for which a special permit has been granted, as hereafter provided for;~~
- (4) Noise resulting from the operating of motorized lawnmowers fitted with equipment-type mufflers between the hours of ~~7~~8:00 a.m. and 8:00 p.m.;
- (5) Noise caused by home or building repair, construction, or grounds maintenance between the hours of ~~7~~8:00 a.m. and 8:00 p.m.;
- (6) ~~Athletic~~ Permitted events held in stadiums or parks ~~for which a waiver has been granted;~~
- (7) Noise from public parks, schools, and recreational facilities between the hours of 7:00 a.m. and 8:00 p.m.;
- (8) Special events for which a waiver has been granted;
- (9) Noise from construction or maintenance activities performed by the City of Billings, or at the direction of the City of Billings, including but not limited to solid waste retrieval, street

sweeping, road maintenance, and snow removal;

(10) Noise from construction or maintenance activities performed in the Public Right Of Way for which a waiver has been granted;

(11) Noise from construction or maintenance activities for which a waiver has been granted.

(12) Other activities for which a waiver is granted pursuant to Sec. 17-106.

(Code 1967, § 10.94.060)

Sec. 17-~~107~~105. - Measurement of noise.

For the purpose of determining and classifying any noise as excessive or unusually loud as prohibited by this chapter, the following test measurements and requirements shall be applied. ~~may be applied, but a violation of section 17-103 may occur without the following measurements:~~

(1) The noise shall be measured on a sound level meter meeting current American National Standards Institute standards, operated on the "A" weighted scale; or other noise measuring instrument proven sufficiently reliable by commonly accepted scientific standards and admissible in a Court of Law.

(2) ~~In all noise level measurements, the ambient noise shall be at least ten (10) dB(A) below the specific noise source being measured; or~~ No noise source shall constitute a violation of this chapter unless the noise source is at least ten (10) dB(A) above the ambient noise at the time of measurement.

(3) In all sound level measurements, consideration shall be given to the effect of the ambient noise level created by the encompassing noise of the environment from all sources at the time of the sound level measurement.

(Code 1967, § 10.94.070)

Sec. 17-~~108~~106. - Permit for relief. Waiver

~~Applications for a permit for relief from the noise level designated in this chapter on the basis of undue hardship may be made to the city. Any permit granted by the city shall contain all conditions upon which the permit has been granted and shall specify a reasonable time that the permit shall be effective. The city may grant the permit applied for if it finds:~~

~~(1) That additional time is necessary for the applicant to alter or modify his or her activity or operation to comply with this chapter;~~

~~(2) The activity, operation or noise source will be of temporary duration, and cannot be performed in the manner that would comply with other subsections of this section;~~

~~(3) That no other reasonable alternative is available to the applicant;~~

~~(4) The city may prescribe any conditions or requirements it deems necessary to minimize adverse effects upon the community or surrounding neighborhood.~~

(1) Any person may apply to the City Administrator or designee for a waiver from the provisions of this chapter. Such application shall be submitted to the office of City Administrator along with a non-refundable application fee. The City Administrator shall designate waiver application and review procedures and application fees by Administrative Order. The City Administrator may designate representatives from Police, Parks, Building, and Engineering to review and grant waivers under this section by Administrative Order.

(2) Waiver review procedures established by the City shall include but not be limited to consideration of the following criteria:

(a) Whether the noise would endanger the public health, safety, or welfare;

(b) That compliance with the provisions of this chapter from which a waiver is sought would cause serious hardship without producing equal or greater benefit to the public.

(c) The time of day the noise will occur;

(d) The duration of the noise;

(e) The loudness of the noise relative to the maximum permissible sound levels as set forth in this chapter;

(f) Whether the noise is continuous or intermittent;

(g) The distance of proposed activity from residential housing or other noise-sensitive properties;

(h) Whether the proposed activity is within the Central Business District, and whether the proposed activity encourages the promotion of entertainment and nightlife in an area where residential housing is sparse.

(i) Any other factor that is reasonably related to the impact of the noise on the health, safety and welfare of the community, the degree of hardship that may result from the enforcement of the provisions of this article, and the benefit to the public of granting such a waiver.

(5) Any waiver application may be granted or denied by the City of Billings. Any applicant denied a waiver by the City of Billings may appeal the denial to the City Council.

(Code 1967, § 10.94.060)

~~Sec. 17-109. – Violations from moving noise source.~~

~~Violations of this chapter in which the noise source is a truck, bus, passenger car, motorcycle, snowmobile, minibike or other self-propelled vehicle shall be cause for summons and warrant to issue. Machines or devices not customarily used or designed for transportation are excluded herein.~~

(Code 1967, § 10.94.110)

~~Sec. 17-110. -Violations from noise source not on public right-of-way.~~

~~Violation of this chapter in which the noise source is not self propelled or is self propelled but not customarily used or designed for transportation upon public right-of-way shall be cause for issuance of a twenty four (24) hour notice in writing or other reasonable amounts of time not to exceed five (5) days, directed to the owner, occupant, or person in charge of or in control of the machine, device, building or other premises to abate the violation of this chapter. Failure to comply with the order so issued constitutes a violation and summons and warrant shall be issued.~~

(Code 1967, § 10.94.120)

~~Sec. 17-111. -Enforcement personnel.~~

~~The city administrator shall assign duties of enforcement to personnel trained in noise control techniques and procedures and equipped with sound level meters of a standard design.~~

(Code 1967, § 10.94.130)

Sec. ~~17-112~~ 17-107. - Violations; remedies.

(a) ~~Whenever in any section of this chapter or rule or regulation promulgated hereunder, the doing of any act is required, prohibited or declared to be unlawful and no definite fine or penalty is provided for a violation thereof, any~~ Any person who is convicted of a violation of any such section shall, for each offense, ~~be punished~~ be subject to criminal penalties as provided in section 1-110. Each day such violation is committed or permitted to continue constitutes a separate offense.

(b) As an additional remedy, the operation or maintenance of any noise source in violation of any provision of this chapter and which causes discomfort and annoyance to any reasonable person of normal sensitivity or which endangers the comfort, repose, health or peace of residents in the area is a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

(Code 1967, §§ 10.94.090, 10.94.100)

Section 2. EFFECTIVE DATE. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 3. REPEALER. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 4. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

PASSED, ADOPTED and APPROVED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF BILLINGS

By \_\_\_\_\_  
Mayor

ATTEST:

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

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013  
**TITLE:** Nuisance Ordinance Amendments  
**PRESENTED BY:** Craig Hensel  
**Department:** Legal

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**Information**

**PROBLEM/ISSUE STATEMENT**

The City's current Nuisance Code, codified in City Code Article 18-300, was enacted in 2004. As cited in the "Purpose" section, this article was intended to "control conditions in the city that constitute public nuisances, are injurious to public health, safety and welfare, obstruct the free use of property or interfere with the comfortable enjoyment of life or property and to provide for the abatement of such nuisances, to protect the public health, safety and welfare and to promote the economic development of the city...."

The Nuisance Code prohibits specific offenses and provides for criminal penalties for violations thereof, and also provides a civil procedure by which the City could seek a Court Order authorizing abatement of a nuisance property when the property owners fail to act or cannot be located. The proposed ordinance clarifies the criminal penalties and civil remedies, cleans up some ambiguous and inconsistent language, provides a more specific definition of Nuisance, and fortifies the ability of the City to act in emergency abatement situations where the property owner is unwilling to act or cannot be located. The ordinance also provides alternative methods of service for the 10-day notice which is a pre-requisite to commencing a civil action against a property owner who violates this article.

This item was presented and discussed at the Council's April 15, 2013 Work Session, at which time the Council directed Staff to proceed to 1st Reading. The attached ordinance shows proposed edits via underline and strikethrough.

**ALTERNATIVES ANALYZED**

Council May:

- Approve amendments to the Nuisance Ordinance; or
- Not approve amendments to the Nuisance Ordinance.

**FINANCIAL IMPACT**

There is no anticipated cost to the city to enact this ordinance. There may be some cost savings to Code Enforcement for certified mailings and staff time expended trying to serve citations on violators.

**RECOMMENDATION**

Staff recommends the Council enact the attached ordinance that amends sections of the City Code Article 18-300 - Nuisances.

**APPROVED BY CITY ADMINISTRATOR**

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## Attachments

Nuisance Amendments Ordinance

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA MUNICIPAL CODE BE AMENDED BY REVISING ARTICLE 18-300, AND AMENDING SECTIONS 18-302, 18-303, 18-306, 18-307, AND 18-308.

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

Section 1. That the Billings, Montana, City Code be amended by amending certain sections of Article 18-300 relating to public nuisances, as follows:

**Sec. 18-301. - Purpose.**

The purpose of this article is to control conditions in the city that constitute public nuisances, are injurious to public health, safety and welfare, obstruct the free use of property or interfere with the comfortable enjoyment of life or property and to provide for the abatement of such nuisances, to protect the public health, safety and welfare and to promote the economic development of the city. It is also the purpose of this article to prevent and prohibit those conditions which reduce the value of private property, interfere with the enjoyment of public and private property, create and constitute public nuisances and contribute to the degradation of the character of neighborhoods and the depreciation of property values.

(Ord. No. 04-5280, § 1, 5-10-04)

**Sec. 18-302. - Definitions.**

For the purposes of this article the following definitions shall apply:

*Abate* means to repair, replace, remove, destroy or otherwise remedy the condition in question by such means, in such a manner and to such an extent that is determined necessary in the interest of the health, safety and general welfare of the effected community.

*Attractive hazard* means the open storage on property of any container that may attract children and having a compartment of more than one and one-half (1½) cubic feet capacity and a door or lid that locks or fastens automatically when closed and cannot be easily opened from the inside.

*Dangerous structure* means any dangerous, decaying, unkempt, falling or damaged residential dwelling or other structure suitable for human occupancy excluding any structure related to an agricultural or farming operation.

*Enforcement officer* means ~~any city employee so~~ code enforcement officer, police officer, or other city employee designated by the city council or the city administrator.

*Junk* includes the open storage of old appliances, equipment, or parts thereof, old iron or other scrap metal, automobile or truck tires, cardboard, old lumber or scrap wood, rags, rope, paper, debris, rubble, batteries, rubber debris, mattresses or any worn out, cast off or discarded article or material which is ready for destruction or has been collected or stored as salvage, for conversion to some other use or for reduction into components and is not part of a commercial or public salvaging or recycling operation.

*Junk vehicle* means any discarded, ruined, wrecked, or dismantled motor vehicle or motor vehicle parts or components. Any vehicle not capable of immediate and legal operation on public

~~roads shall be considered a junk vehicle for purposes of this section. , including any component parts and which is not lawfully and validly licensed. For purposes of this article, any vehicle that is operable but unlicensed is considered a junk vehicle.~~

~~Nuisance means a public nuisance created by allowing rubble, debris, junk, junk vehicle(s), dangerous structure(s) or refuse to accumulate so that it:~~

- ~~(1) Endangers safety or health, is offensive to the senses, or obstructs the free use of property so as to interfere with the comfortable enjoyment of life or property, or~~
- ~~(2) A condition which renders any public right-of-way dangerous for passage.~~

Nuisance means a situation created or allowed to continue by the owner or occupant of real property which endangers public safety or health, is offensive to the senses, renders any public right of way dangerous for passage, adversely affects the property values of adjacent properties, or obstructs the free use of property so as to interfere with the comfortable enjoyment of life or property. A Nuisance may include, but is not limited to:

- (1) Allowing rubble, debris, salvage, junk, junk vehicle(s) or refuse to accumulate.
- (2) Allowing a structure to remain unsecured from unauthorized entry.
- (3) Allowing a structure to become an eyesore or blight on a neighborhood by neglect or failure to make necessary repairs.
- (4) Allowing a residential structure to become unsuitable for human habitation, by failure to maintain the structure in compliance with applicable building, technical, and model codes.
- (5) Allowing a condition to continue which materially and adversely affects property values on multiple adjacent and nearby properties.

*Obstruction to the public right-of-way* means the placement of any debris, refuse, rubble, dirt, gravel, soil, fence, junk, junk vehicle or other personal property so as to obstruct traffic, drainage, pedestrians or otherwise safe and open access to such right-of-way.

*Open storage* means exposed to the elements or not stored inside an enclosed structure which includes walls on all sides and a roof.

*Person* means any individual, firm, association, partnership, corporation or any entity, public or private.

*Premises* means any lot, parcel of land, building, parcel, real estate, land or portion of land whether improved or unimproved including any portion of any street, right-of-way or alley lying between such lot or parcel of land and the center of such street, right-of-way or alley.

*Responsible person* means any agent, lessee, owner or other person occupying or having charge or control of any premises.

(Ord. No. 04-5280, § 2, 5-10-04)

### **Sec. 18-303. - Prohibitions.**

It is unlawful for any person to create or maintain on any premises or adjacent to a public right-of-way within the incorporated area of the city any condition that contributes to the creation of a public nuisance and is injurious to health or safety, is offensive to the senses, or obstructs the free use of property, so as to interfere with the comfortable enjoyment of life or property, or obstructs a public right-of-way. Such condition shall be deemed a nuisance if it affects an entire community or neighborhood or any considerable number of persons. Public nuisances include but are not limited to the following:

- (1) Maintaining an attractive hazard on any premises for more than twenty-four (24) hours without removing the door, lid, or locking or fastening device from such container;

- (2) Maintaining a junk vehicle or vehicles on any premises for more than five (5) consecutive days without removing such vehicle(s) to a legal disposal site or placing said junk vehicle(s) inside a storage building or garage;
- (3) Maintaining a collection of junk (see definition) on any premises for more than five (5) consecutive days without removing such material to a legal disposal site or placing such collection inside a storage building or garage;
- (4) Creating or maintaining an obstruction to a public right-of-way;
- (5) Creating or maintaining on any premises an amount of decaying matter, animal or vegetable, that is not part of an agricultural or farming operation, so as to contaminate the atmosphere and be offensive to the senses and obstruct the free enjoyment of life and property; or
- (6) Maintaining a dangerous structure (see definition) for more than thirty (30) days without securing such property against entry, or abating the dangerous condition of such structure.
- (7) Nothing that is done or maintained pursuant to a permit issued by the city or the state shall be deemed a public nuisance.

(8) Violations of this section shall be cited into Municipal Court as criminal citations, subject to penalties as provided in BMCC Sec. 1-110. Violations of this section may also be grounds for a civil abatement action as provided in this article.

(Ord. No. 04-5280, § 3, 5-10-04)

#### **Sec. 18-304. - Enforcement.**

Upon written or oral complaint of any citizen so affected by an alleged public nuisance, or if an enforcement officer becomes aware of a condition or situation that may constitute a public nuisance, the enforcement officer shall investigate the condition or situation within a reasonable period of time. The enforcement officer shall determine whether such condition or situation constitutes a public nuisance. If the officer finds that there exists a public nuisance as defined herein, such officer shall give written notice to the owner of the premises and the responsible person who is maintaining or creating such public nuisance of the specific nature of the violation.

(Ord. No. 04-5280, § 4, 5-10-04)

#### **Sec. 18-305. - Right of entry.**

- (a) A person may make a complaint of the existence of a public nuisance to a code enforcement officer, a fire marshal, the city administrator or his designee, or the community development program administrator. Such complaint shall include, whenever possible, the nature of the public nuisance, the location, including the address, the name of the owner, occupant, or manager of the property, the duration of the nuisance and the name and address of the complainant. Complaints shall be referred to the appropriate code enforcement officer.
- (b) The enforcement officer will contact the owner of the premises and the responsible person, either in writing or by telephone, prior to entry upon an individual's property. The purpose of this initial contact is to request consent to be on the property. If the owner or responsible person does not consent to entry onto the property, the officer will obtain a search warrant prior to any entry onto private property, unless exigent circumstances exist so that entry is necessary to prevent physical harm to the officers or other persons, the destruction of relevant evidence, or some other consequence improperly frustrating legitimate law enforcement efforts.

(Ord. No. 04-5280, § 5, 5-10-04)

### Sec. 18-306. - Emergency abatement.

- (a) Whenever an enforcement officer has reason to believe that a public nuisance exists, and that such public nuisance constitutes an emergency presenting imminent danger of serious injury to persons or property, the administrative enforcement officer, his authorized representative, a fire marshal, or a police officer may immediately enter into any building or upon any premises within the jurisdiction of the city for purposes of inspection or abatement.
- (b) Whenever a public nuisance exists which constitutes an emergency presenting imminent danger of serious injury to persons or property, an enforcement officer may order, without notice or judicial action, that the public nuisance be immediately summarily abated by removal, destruction or mitigation. If the owner or responsible person fails to comply with a such an order immediately, or cannot be located, within the time prescribed, the code enforcement officer shall cause the structure to be demolished and removed, or the nuisance otherwise abated or mitigated, either through an available public agency or by contract or arrangement with private persons, and the The cost of such abatement shall be paid by the owner of the property upon which the nuisance existed, pursuant to the procedures established in section 13-308.

(Ord. No. 04-5280, § 6, 5-10-04)

### Sec. 18-307. - Voluntary abatement.

Unless a public nuisance constitutes an emergency presenting imminent danger of serious injury to persons or property, the code enforcement officer shall afford the owner of the premises or the responsible person ten (10) days to voluntarily abate the public nuisance. The enforcement officer must give written notice in person or by certified mail of the specific condition or conditions to be abated and the specific abatement required to the owner of the premises and the responsible person. Such 10-day notice shall be served by personal service or certified mail, return receipt requested, to the owner or responsible person. If the enforcement officer, after good faith efforts, is unable to serve the 10-day notice by personal service or certified mail, the 10-day notice may be served by mailing the notice to the owner and responsible person's last known address via standard U.S. Mail and posting the notice conspicuously on the premises where the violation exists.

Such written notice shall include a voluntary abatement agreement for the owner of the premises' signature and the responsible person's (if different than the owner) signature. Such signed agreement shall be returned to the enforcement officer and will be placed in the public record of the complaint. If the responsible person is different than the owner of the premises, both parties must sign the voluntary abatement agreement.

(Ord. No. 04-5280, § 7, 5-10-04)

### Sec. 18-308. - Abatement and collection of costs.

The remedies specified in this section shall be in addition to all other remedies provided by law. When a public nuisance has not been voluntarily abated within the time specified in the notice to abate, the following procedure shall apply.

- (1) The city may bring an a civil action in the municipal court to have the nuisance declared as such by the court and for an order enjoining the public nuisance or authorizing its restraint, removal, termination or abatement, by the owner or the person who caused the nuisance or the person who allowed the nuisance to be caused or to continue or an administrative officer, his authorized representative, a police officer, a code enforcement officer, a community service officer or any person under contract with the city to perform such services.

- (2) The action to declare and abate a public nuisance shall be brought by the city in the name of the people of the city, by the filing of a complaint, which shall be verified or supported by an affidavit. Summons shall be issued and served as provided by state law for civil cases. If the owner or responsible person cannot be personally served after good faith efforts, service may be made by publication as provided in state law for matters concerning real property.
- (3) A notice of appearance shall be served with the summons and complaint. The appearance date shall be not less than twenty-one (21) days from the date of service of the summons and complaint. The trial shall be held upon the appearance date, unless the court grants a continuance for good cause shown.
- (4) The respondent shall file a response on or before the appearance date set forth in the notice of appearance.
- (5) Upon the date and at the time set for appearance and trial, if the respondent has filed no response and fails to appear and if the city proves that proper service was made on the respondent at least twenty-one (21) days prior to the appearance date, the court may grant such orders as are requested by the city; except that, the court shall order that enforcement by the city be stayed for ten (10) days and that a copy of the court's order be mailed to the respondent at his last known address. Failure to appear on any other date set for trial shall be grounds for entering a default and judgment thereon against a non-appearing party. For good cause shown, and prior to enforcement, the court may set aside an entry of default and the judgment entered thereon.
- (6) The judgment of the municipal court may be appealed to the district court.
- (7) The procedure for determining the cost of abatement of a public nuisance will be as follows:
  - a. Code enforcement staff will secure a contract for removal of the nuisance by following the usual city procurement process. Code Enforcement may utilize City resources, including staff and equipment, to complete some or all components of a court ordered abatement, and the fair market value of utilization of staff and equipment shall be assessed in accordance with this section.
  - b. Code enforcement staff will coordinate the abatement project ~~with the contractor,~~ and oversee the work as it is being performed.
  - c. After the planning director and the code enforcement staff have approved the final bill it will be forwarded to the city finance department for payment.
  - d. A copy of approved bill(s) and proof of disbursement is placed in the code enforcement file maintained by code enforcement staff. These documents, along with the itemized abatement expense report are used to determine the total cost of abatement for the property. Costs that may be included on the abatement expense report are shown in subsection (7)(h) below. The abatement expense report is then certified and transmitted to the finance department for approval of assessment on the real property being abated.
  - e. The property owner will then be sent an abatement expense report for the subject property and be given notice that any assessment that is not paid shall become a lien upon the property and is enforceable in the same manner as the nonpayment of property taxes. The interest fee will be waived for any payments made within thirty (30) days of notice.
  - f. A summary listing of the assessments, tax codes, and property owners will be kept by the clerk and recorder through August 31 of each year, and the list shall be presented to the department of revenue for billing on the next real property tax statement.

- g. A special abatement fund will be established to account for costs, collections, and transactions necessary to the efficient operation of the program. Assessment funds collected are returned to the designated abatement account for future use on other involuntary property abatements or for transfer back to the city general fund.
- h. The city shall determine the actual costs of cleanup and involuntary abatement actions and document such costs. The following expenses will be assessed as the actual costs of abatement of a nuisance condition:
  - 1. Planning staff time/mileage/other costs.
  - 2. Police department staff time/mileage.
  - 3. Other involved city staff time/mileage/other costs.
  - 4. Postage/mailing costs.
  - 5. Other direct costs associated with abatement.
  - 6. An interest fee of six (6) percent per annum computed on above costs which will be waived if the total cost of abatement is paid by the property owner within thirty (30) days of notice.
- i. The code enforcement staff has the discretion to coordinate and incur reasonable costs and services necessary for the safe, effective, and efficient cleanup of designated involuntary abatement properties. The code enforcement staff will notify the city administrator before any additional contracted costs in excess of ~~one thousand dollars (\$1,000.00)~~ ten thousand dollars (\$10,000) are incurred.

(Ord. No. 04-5280, § 8, 5-10-04)

**Sec. 18-309. - Public urination and defecation prohibited.**

It is unlawful for any person to urinate or defecate in any street, alley or public place except in a facility provided for that purpose.

(Ord. No. 86-4714, § 1, 9-8-86)

Section 2. EFFECTIVE DATE. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 3. REPEALER. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 4. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

PASSED, ADOPTED and APPROVED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF BILLINGS

By \_\_\_\_\_  
Mayor

ATTEST:

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

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Public Hearing & First Reading - Amendments to Going Out of Business Ordinance

**PRESENTED BY:** Brent Brooks

**Department:** Legal

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**Information**

**PROBLEM/ISSUE STATEMENT**

The Mayor and City Council previously appointed an ad hoc committee to study and provide recommendations to the Mayor and City Council concerning amendments to the current Going Out of Business Ordinances found at BMCC Sections 7-300 through 7-321. The Committee included Council Members Mark Astle and Denis Pitman and former Council Member Dick Clark. The Committee met several times and developed suggested amendments to these ordinances. During the March 18, 2013, work session, the ad hoc committee and staff made a presentation to the Council that included these suggested amendments to the current Going Out of Business Ordinances including a marked-up version of these ordinances which were provided to and discussed with the Mayor and Council at that time. A revised and edited version of these proposed ordinance amendments is included with this memo as Attachment A. Some of the suggested amendments from the ad hoc committee include expanding the definition of Going Out of Business to include "loss of lease" and "retirement" sales; eliminate the requirement of a "detailed inventory" from the business desiring to conduct such a sale; limiting the time period for the Going Out of Business sale to a maximum of ninety (90) days with no extensions; and providing a new section prohibiting false advertising. Violations of the ordinance have been and will continue to be Municipal Infractions as provided at BMCC Section 18-304.

**ALTERNATIVES ANALYZED**

1. Retain current ordinances and make no revisions.
2. Repeal entire set of current ordinances and do not regulate Going Out of Business sales.
3. Adopt some or all of the suggested amendments from the ad hoc committee.

**FINANCIAL IMPACT**

There is a nominal fee of thirty (\$30) dollars to obtain a Going Out of Business license however there is no other financial impact.

**RECOMMENDATION**

Staff recommends that the City Council adopt and approve the attached ordinance amendments at First Reading and Public Hearing.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Ordinance

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY REVISING SECTIONS 7-301, 7-302, 7-311, 7-313, 7-314, 7-315, 7-316, 7-319, AND 7-320, ADDING NEW SECTIONS TO BE NUMBERED 7-319 AND 7-320, AND REPEALING SECTIONS 7-317 AND 7-318 OF SAID CODE; UPDATING THE GOING OUT OF BUSINESS SALE REGULATIONS; SETTING A 90-DAY DURATION; ELIMINATING RENEWALS AND STOCK LISTS; PROHIBITING FALSE ADVERTISING; AND SETTING A MUNICIPAL INFRACTION PENALTY.

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

**Section 1.** That the Article 7-300 Title and Section 7-301 of the Billings, Montana, City Code be amended so that they shall read as follows:

ARTICLE 7-300. GOING OUT OF BUSINESS, RELOCATION, FIRE OR RETIREMENT  
~~BANKRUPT, FIRE OR CLOSING OUT SALE\*~~

DIVISION 1. GENERALLY

Sec. 7-301. Definitions.

For the purposes of this article the following terms, phrases, words and their derivations shall have the meaning given herein:

City Administrator means the City Administrator or his/her designee.

Fire and other altered goods sale means a sale held out in such a manner as to reasonably cause the public to believe that the sale will offer goods damaged or altered by fire, smoke, water, or other means.

Going-out-of-business sale means a sale held out in such a manner as to ~~reasonably~~ cause the public to reasonably believe that upon the disposal of the stock of goods on hand the business will cease and be discontinued, including but not limited to the following sales: adjuster's adjustment; ~~alteration~~; assignee's; bankrupt; benefit of administrator's; benefit of creditor's; benefit of trustees; building coming down; closing creditor's committee; creditor's end; executor's; ~~final days~~; ~~forced-out-loss of lease~~; force out of business; insolvent's; ~~last days~~; lease expires; ~~liquidation~~; ~~loss of lease~~, mortgage sale; receiver's; trustee's; quitting business; retirement.

Goods means any goods, wares, merchandise or other property capable of being the object of a sale regulated hereunder.

Relocation of business sale is a sale held out in such a manner as to cause the public to reasonably believe that the person conducting the sale will cease and discontinue business at

the place of sale at the end of the sale, and will then move to and resume business at a new location in the city or will then continue business from other existing locations in the city. There shall be no renewal of any license issued under this subsection.

**Section 2.** That Section 7-311 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Sec. 7-311. Required.

A license issued by the city administrator shall be obtained by any person before offering to sell any goods at a sale to be advertised or held out by any means to be one of the following kinds:

- (1) Going-out-of-business sale;
- (2) Relocation of business sale;
- (3) Fire and other altered stock sale; and
- (4) Retirement sale.

In addition, the licensee shall also possess or obtain a current City of Billings Article 13-400 business tax receipt prior to the issuance of a license under this Article.

**Section 3.** That Section 7-313 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Sec. 7-313. Application requirements.

A person desiring to conduct a sale regulated by this article shall make a written application at least two (2) weeks before the date of beginning of such sale to the city administrator setting forth and containing the following information. Such two (2) week period may be waived by the city administrator following proper application of such person showing that a hardship exists justifying the shortened time. such dispensation. The following information shall be provided in the application:

- (1) The true name and address of the owner of the goods to be sold. ~~to be the object of the sale;~~
- (2) A description of the place where the sale is to be held;
- (3) The nature of the occupancy, whether by lease or sublease and the effective date of termination of the occupancy;
- (4) The dates of the period of time in which the sale is to be conducted;
- (5) A full and complete statement of the facts in regard to the sale, including the reason for the urgent and expeditious disposal of goods thereby and the manner in which the sale will be conducted;

a. ~~*Bona fide orders.*~~ All goods for sale shall have been purchased by the applicant for resale on bona fide orders without cancellation privileges and shall not comprise goods purchased on consignment.

b. *Good purchased for sale hereunder.* Sale items shall not include goods ordered in contemplation of conducting a sale regulated hereunder. Any unusual purchase, or additions to

the stock of goods of the business hereby effected within ninety (90) days before the filing of an application hereunder shall be deemed to be of such character.

**Section 4.** That Section 7-302 of the Billings, Montana, City Code be amended and renumbered so that such section shall read as follows:

Sec. 7-314. Duties of licensee.

A licensee under this article shall:

(1)

~~(2) Advertise properly, refrain from employing any untrue, deceptive or misleading advertising and shall in no manner or form whatsoever, either directly or indirectly, indicate that the sale is held with the approval of the city;~~

~~(3)(1) Adhere to advertisements, and conduct the licensed sale in strict conformity with any such advertising, or holding out incident thereto;~~

(2) Conspicuously display the license at or near the entrance to the location of the sale and include the license number in all written or electronic advertisements of the sale.

(3) Close the doors of any store location from which a going-out-of-business or relocation-of-business sale has been held at the termination of the ~~thirty (30)~~ ninety (90) day period allowed for such a sale, and shall not engage in any further mercantile activity in or from such location.

(4) At the termination of the time period allowed for such sale by ~~Article Section 7-31600~~, immediately cease and discontinue the business for which a going-out-of-business or relocation of business sale license was issued.

**Section 5.** That Section 7-304 is amended so that such section shall read as follows:

Sec. 7-304 Sale of Remaining Inventory

(a) No going-out-of-business or relocation-of-business sale licensee shall sell or offer for sale any goods or inventory which have been inventoried or offered for sale at any other going-out-of-business or relocation-of-business sale.

(b) It is unlawful for a going-out-of-business or relocation-of-business licensee or any employees, employers, partners, owners or stockholders of the closing business to again personally sell any of the remaining goods or inventory at retail.

**Section 6.** That Section 7-314 of the Billings, Montana, City Code be amended and renumbered so that such section shall read as follows:

Sec. 7-315. Fee.

Any applicant for a license under this ~~division~~ Article shall submit to the city administrator with the application for a license a fee as prescribed by council resolution. ~~There shall not be an additional license charge for any renewal granted under the provisions of section 7-315.~~

**Section 7.** That Section 7-315 of the Billings, Montana, City Code be amended and renumbered so that such section shall read as follows:

Sec. 7-316. Issuance.

- (a) A license shall be issued under this ~~division~~ Article on the following terms:
- (1) When the city administrator shall find that all of the application requirements of section 7-313 have been met;
  - (2) When recommended and passed by the council, but only after an appeal shall have been made to the council following denial of a license by the city administrator;
  - (3) When ordered by a court of competent jurisdiction following the denial of a license by the council.
- (b) The license shall authorize only the one type of sale described in the application at the location named therein.
- (c) The license shall authorize only the sale of goods described in the inventory, ~~attached to the application.~~

**Section 8.** That Section 7-316 of the Billings, Montana, City Code be amended and renumbered so that such section shall read as follows:

Sec. 7-317. ~~Term.~~ Duration of Sale

The license issued under this ~~division~~ Article shall authorize the sale described in the application for a period of not more than ~~thirty (30)~~ ninety (90) consecutive calendar days. ~~or one (1) calendar month.~~ The start of the ninety (90) period shall begin on the date of the first publicized advertisement for the sale described in the application. No renewal or extension of the ninety (90) day duration shall be granted.

**Section 9.** That Section 7-317 of the Billings, Montana, City Code is hereby repealed and declared null and void and of no effect.

Sec. 7-317. ~~Display; stock list; examination.~~

~~On commencement of any sale as licensed under this division, the license issued by the city administrator shall be prominently displayed near the entrance to the premises. A duplicate original of the application and stock list pursuant to which the license was issued shall at all times be on the premises and available to the city administrator, and the licensee shall permit the city administrator to examine all merchandise on the premises at any time during the period of the sale for comparison with the stock list.~~

**Section 10.** That Section 7-318 of the Billings, Montana, City Code is hereby repealed and declared null and void and of no effect.

Sec. 7-318. ~~Renewal.~~

- ~~(a) Except for a relocation of business sale, the city administrator shall renew a license for two (2) additional thirty (30) day periods only, so that the maximum sale time allowed hereunder shall not exceed ninety (90) consecutive days, Sundays and holidays included; provided, however, that the same procedure shall govern all renewal licenses that apply to the original licenses, and the following criteria shall be considered:~~
- ~~(1) That facts exist justifying the license renewal;~~

- ~~(2) That the licensee has filed an application for renewal;~~  
~~(3) That the licensee has submitted with the application for renewal a revised inventory showing the items listed on the original inventory remaining unsold and not listing any goods not included in the original application and inventory.~~  
~~(b) For the purposes of this section, any application for a license under the provisions of this division covering any goods previously inventoried as required hereunder, shall be deemed to be an application for renewal, whether presented by the original applicant, or by any other person.~~

**Section 11.** That Section 7-319 of the Billings, Montana, City Code be amended and renumbered so that such section shall read as follows:

Sec. 7-319~~318~~. Transfer.

Any license issued under this ~~division~~ Article shall not be assignable or transferable.

**Section 12.** That the Billings, Montana, City Code be amended by adding a new section to be numbered 7-320, to read as follows:

Sec. 7-320 False advertising.

Any person advertising by newspaper, radio, television, posters or otherwise, representing any sale defined in this Article which is fake, false, misleading or deceptive, shall be guilty of a municipal infraction as provided in Section 7-322.

**Section 13.** That the Billings, Montana, City Code Section 7-320 be amended and renumbered so that such section shall read as follows::

Sec. 7-321. Appeal to city council.

An applicant who has been denied a license ~~or whose license has been revoked~~ may appeal the denial ~~or revocation~~ to the city council by written notice in writing filed with the city clerk within ten (10) days of the date of denial or revocation. The notice shall state any reasons supporting the issuance of a license, the applicant's correct mailing address and shall be signed by the applicant. The city clerk shall cause the matter to be placed on the next available regular council agenda ~~not less than ten (10) days~~ after receipt of notice of appeal. The applicant shall be notified in writing by certified mail, return receipt requested, of the date and time the matter will be considered on the agenda. The applicant may appear at the time and place and be heard.

**Section 14.** That the Billings, Montana, City Code be amended by adding a new section to be numbered 7-322, to read as follows:

Sec. 7-322. Penalty

Any violation of this Article shall be punishable as a municipal infraction with civil penalties as provided in Section 18-304 of this Code.

**Section 15. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

**Section 16. REPEALER.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 17. SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

PASSED, ADOPTED and APPROVED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF BILLINGS

By \_\_\_\_\_  
Mayor

ATTEST:

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

**Regular City Council Meeting**

**Meeting Date:** 05/13/2013

**TITLE:** Purchase Lot 3, Block 1, Billings Operation Center Subdivision

**PRESENTED BY:** Bruce McCandless, Asst. City Administrator

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

The Billings Operations Center (BOC) on Midland Rd. opened in July 2004. The two lots on the south side of the street, which total 16 acres, house vehicle storage and repair facilities, offices, multiple outbuildings and the Police Department training facility (PD1). The 5.8 acre lot on the north side of Midland contains the Police evidence building and yard (PD2). The south lots are fully developed and the north lot is over 1/2 developed, so the only way to plan for future growth is to buy additional land. Staff submitted a purchase agreement for a 2.3 acre lot adjacent to and east of PD2, contingent on appraisal and Council approval, and the seller accepted the offer. Staff requests that the City Council consider purchasing the property from Renee Boyer, et.al. for the offered price of \$600,000.

**ALTERNATIVES ANALYZED**

The City Council may agree to purchase the lot, not approve its purchase or may direct staff to purchase other adjacent or nearby property. The advantages and disadvantages of each option are described in the Background section of this report.

**FINANCIAL IMPACT**

The City borrowed money to pay for a portion of the BOC land and construction cost. Tenant departments pay an annual fee to repay the loan, except for the Solid Waste Division, which paid cash instead of financing its portion of the cost. The tenants that pay the fee include the Police Department, the Parks, Recreation and Public Lands Departments, the Street and Traffic Division and Fleet Services. Staff proposes to use \$600,000 from the General Fund reserves to purchase the new property.

The City recently refinanced the BOC debt and the savings equal about \$45,000/year for the next 10 years. Those savings will partially offset the amount of reserves that are used to pay for the new property.

**BACKGROUND**

The City occupied an operations center on Edward Street for decades. In 2002, the City sold about 18 acres of its land and buildings to its neighbor, Sysco, Inc. for the company's expansion. The City purchased approximately 24 acres on S. Billings Blvd. at Midland Road, subdivided the property and built the public infrastructure to serve a new operations center. The \$14.5 million project was financed with the proceeds from the land sale to Sysco, a grant, reserves and by borrowing \$6.5 million. The BOC was built and occupied in 2004.

Since that time, almost all tenants' space needs have grown. For example, the yard waste collection program started after 2004 and has required Solid Waste to purchase 6 additional trucks that must now be stored and maintained. The BOC yard also has to accommodate new and/or replacement barrels that the program uses. In 2009, Fleet Services assumed maintenance responsibility for the 150 pieces of Fire Department equipment that were formerly maintained in a different location. This change required hiring 1.5 FTE mechanics with specialized training and creating two additional vehicle repair bays in spaces that were formerly used for material storage. In turn, this forced construction of a material storage lean-to building near the shop, which consumed former vehicle maneuvering and storage space. The land for the BOC is composed of three (3) lots; 16+/- acres in two lots on the south side of Midland and one 6+/- acre lot on the north side. The City development on the south side of Midland cannot expand east or west. However, there is agricultural land south of the complex. The property that is on the north side of Midland cannot expand west. There is vacant and available land on this lot's east side.

City staff started the discussion about land for future expansion by looking at the property that is south of the main BOC buildings. That property is 20 acres and includes a residence. The property owner would probably not agree to sell anything less than the entire property and staff does not believe that it needs that much additional land. However, sometime in the future, the residence and property nearest S. Billings Blvd. could be separated from the land that the City needs and could be sold for commercial development. The purchase price would be at least \$2,000,000. In addition to not needing this much land, staff does not recommend using that much money from any tenant department's reserves or to incur that much additional debt. City staff then considered purchasing the lot that is north of Midland and east of PD2. This is one of the lots that the City created in the BOC Subdivision and exchanged in order to acquire enough property for the main BOC campus on the south side of Midland. It is a lot that contains 2.3 acres, or approximately 100,000 sq. ft. The land has been listed for sale at \$10/sq. ft. With the assistance of real estate professional Charlie Hamwey, staff determined that the land is worth approximately \$6/sq. ft., or a total of \$600,000. That value has been confirmed by two real estate appraisals. The City's policy is to have a third appraiser review the first two appraisals, but that is an extra expense and time that staff does not believe is warranted in this case because the two appraisers independently assigned nearly identical values to the land. Staff does not believe that a review appraiser will find significant errors in the two appraisals or different comparable properties to use as a basis for valuation.

## **RECOMMENDATION**

Staff recommends that the City Council authorize purchasing Lot 3, Block 1 of the Billings Operations Center Subdivision for \$600,000, using a General Fund loan to pay for the property.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Midland Rd map

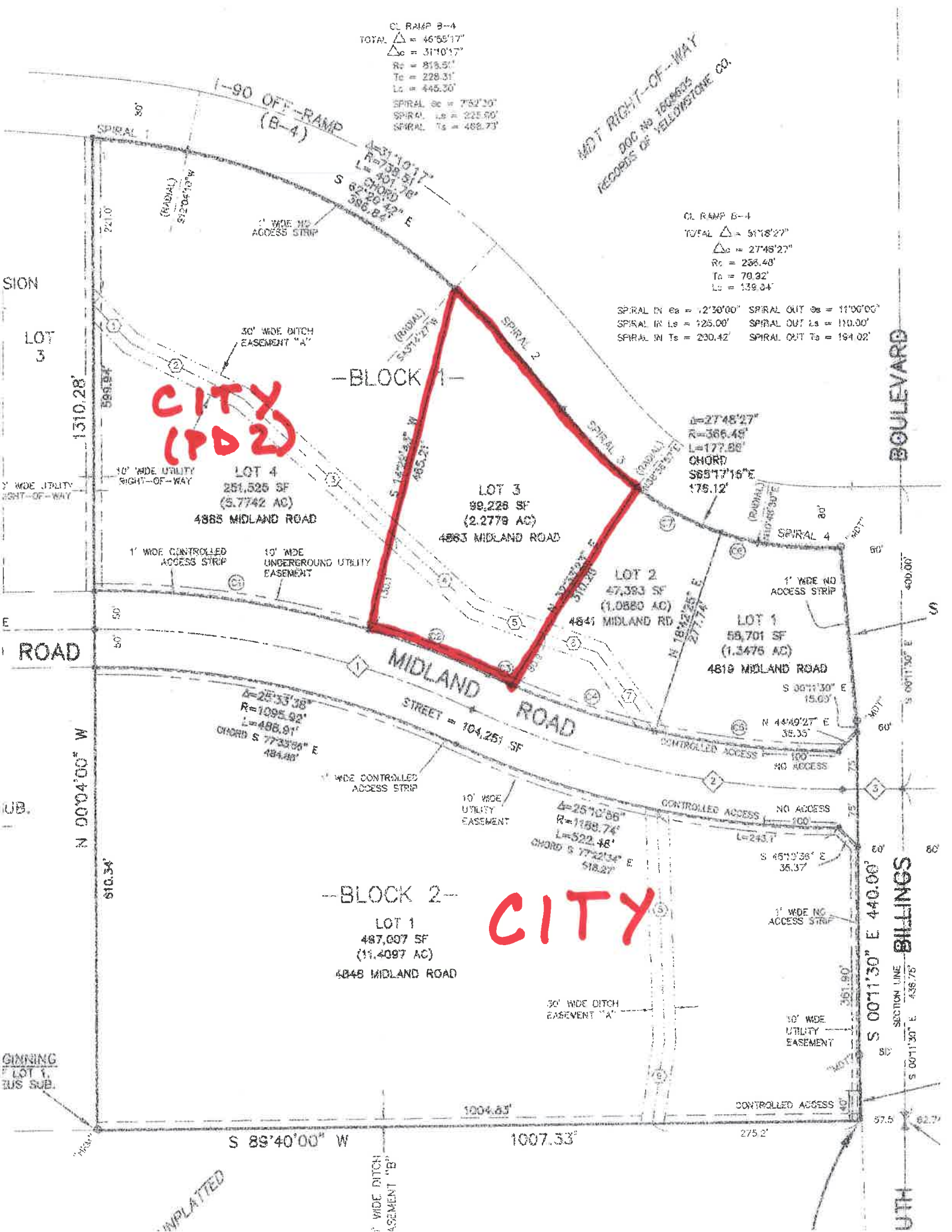
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CL RAMP B-4  
 TOTAL  $\Delta = 46^{\circ}55'17''$   
 $\Delta_c = 31^{\circ}10'17''$   
 $R_c = 818.51'$   
 $T_c = 228.31'$   
 $L_c = 448.30'$   
 SPIRAL  $\Delta_c = 732^{\circ}30'$   
 SPIRAL  $L_c = 225.90'$   
 SPIRAL  $T_c = 488.73'$

MDT RIGHT-OF-WAY  
 DOC No 180885  
 RECORDS OF YELLOWSTONE CO.

CL RAMP B-4  
 TOTAL  $\Delta = 51^{\circ}18'27''$   
 $\Delta_c = 27^{\circ}48'27''$   
 $R_c = 258.48'$   
 $T_c = 70.92'$   
 $L_c = 138.04'$

SPIRAL IN  $\Delta_c = 12^{\circ}30'00''$  SPIRAL OUT  $\Delta_c = 11^{\circ}06'00''$   
 SPIRAL IN  $L_c = 125.00'$  SPIRAL OUT  $L_c = 110.00'$   
 SPIRAL IN  $T_c = 230.42'$  SPIRAL OUT  $T_c = 194.02'$



**CITY (PD 2)**

**CITY**

SION

LOT 3

10' WIDE UTILITY RIGHT-OF-WAY

ROAD

UB.

GIMMING LOT 1, BUS SUB.

UNPLATTED

BOULEVARD

BILLINGS

UTH