

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

August 12, 2013

6:30 P.M.

CALL TO ORDER: Mayor Hanel

PLEDGE OF ALLEGIANCE: Mayor Hanel

INVOCATION: Councilmember Pitman

ROLL CALL: Councilmembers present on roll call were:

MINUTES: July 22, 2013

COURTESIES: Up With People

PROCLAMATIONS:

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1 and #5 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. 2014 Landfill Compactor** (Opened 7/23/2013) Recommend Titan Machinery; \$642,120.
- 2. SID 1395, Boca Raton Road.** (Opened 7/23/2013) Recommend delay of award until August 26, 2013.
- 3. W.O. 12-45, 3MG Staples Reservoir Liner and Baffle Replacement.** (Opened 7/23/2013) Recommend Abhe & Svoboda, Inc.; \$906,548.

B. Contract with New Dawn for Criminal and Civil Case Management Software, \$61,968; annual expense -\$4,089.

- C. **Agreement** with 3M Company Security Systems Division for Phase II of the RFID Upgrade Project for the new Library; \$171,727.
- D. **Vehicle Lease Agreement** with Underriner Motors to lease six vehicles for the City County Special Investigations Unit (CCSIU), July 1, 2013-June 30, 2014; total - \$30,600; budgeted through FY14 Drug Forfeiture Fund.
- E. **Cooperative Agreement** with Department of Natural Resources & Conservation Southern Land Office providing City of Billings Fire Department assistance and resources, as needed; and reimbursement to the City of Billings for response costs (8/12/13 - 8/11/14).
- F. **CTEP Project Specific Agreement** with Montana Department of Transportation for the Shiloh Conservation Area Path Project; CTEP Grant - \$415,000; City of Billings Match provided by Public Works Department - \$64,325; Additional Contribution - \$1,367,761; total funds available - \$1,847,086.
- G. **Amendment #2, W.O. 12-05: 5-Mile Creek Lift Station Replacement.** Professional Engineering Services Contract, Morrison-Maierle, Inc. (MMI), \$21,525.
- H. **Approval** of annual Funding Agreement with Adult Resource Alliance of Yellowstone County (formerly Yellowstone County Council on Aging).
- I. **Approval** of Sale of Tract 2, C/S 3426, located at 2229 Blue Creek Road, to Shawn L. and Jill R. Egan, contingent upon execution of an acceptable sales agreement and Perpetual Right-of-Way Easement agreement; \$250,000.
- J. **Grant Applications Request** to submit project applications for the Laurel Road Bike/Pedestrian Improvements, Broadwater Trail and Highway 3 Pathway projects to MDT for funding under the competitive Transportation Alternatives (TA) Program.
- K. **Joint City/County Grant Application Request** to submit 2013 Justice Assistance Grant (JAG) application and **accept** award for equipment purchases; \$65,371 (Billings Police Department - \$54,646 ; Yellowstone County Sheriff's Office - \$10,725).
- L. **Resolution** amending Resolution #12-19192 to allow the City Administrator to establish monthly on-street parking fees, up to 12-hour parking spaces.
- M. **Resolution** referring Ordinance 13-5611 permitting boards, commissions and committees to have administrative duties if allowed by state or federal law or interlocal agreement to the municipal election on November 5, 2013.
- N. **Second/Final Reading Ordinance for Zone Change #913:** a zone change from Community Commercial (CC) to Residential Manufactured Home (RMH) on Lot 13 of Kuhlman Subdivision, an 8,832 square foot parcel of land. Duane and Carol Long (Long Brothers Trucking), owners; Heather Long, agent. Approval of the zone change and adoption of the determinations of the 10 criteria.

- O. **Second/Final Reading Ordinance for Zone Change #914:** a zone change from Residential 9,600 (R-96) to Residential 8,000 (R-80) on proposed Lot 1, Block 4, Falcon Ridge Estates Subdivision 2nd Filing, a 1.67 acre parcel of land. Falcon Ridge II, LLC, owner; Dennis Buscher, agent. Approval of the zone change and adoption of the determinations of the 10 criteria.
- P. **Preliminary Plat Six-Month Extension** for Skyview Ridge Subdivision, 1st Filing; generally located south of Wicks Lane, west of Governor's Boulevard, and north of Constitution and Kootenai Avenues in the Heights; setting a new expiration date of January 13, 2014.
- Q. **Preliminary Major Plat** of Josephine Crossing Subdivision, 4th Filing, generally located south of Elysian Road, and west of S. 12th St. West in Josephine Crossing Subdivision; McCall Development, Inc., owner/subdivider; Sanderson Stewart, agent; conditional approval and adoption of the Findings of Fact.
- R. **Final Plat** of High Sierra Subdivision, 7th Filing.
- S. **Final Plat** of Amended Lot 21, Block 3, and Lot 21, Block 4, Twin Oaks Subdivision, 2nd Filing.
- T. **Exempt Plat Approval** of Amended Tract 1 of Zimmerman Acreage Tracts, 1st Filing; generally located on Grand Avenue at 48th Street West; Grace Montessori Academy, owner.
- U. **Bills and Payroll:**
 - 1. July 16, 2013
 - 2. July 23, 2013

REGULAR AGENDA:

- 2. **PUBLIC HEARING AND RESOLUTION** approving a street name change for South 12th Street West south of Midland Road, to Songbird Drive. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 3. **PUBLIC HEARING AND RESOLUTION** assessing the cost of abatement for properties located at 3310 1st Avenue South and 417 and 423 Miles Avenue. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 4. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Billings Montana City Code, Article 24-400, Stopping, Standing and Parking, permitting the City Administrator to determine installation of parking meters or signs in meter zones and establish limited time parking. Parking Advisory Board recommends approval. (Action: approval or disapproval of Parking Advisory Board recommendation.)
- 5. **INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) LOCAL 521 7/1/2013-6/30/2015 UNION CONTRACT.** 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: 08/12/2013
TITLE: Landfill Compactor Bid Award
PRESENTED BY: David Mumford
Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Bids were received by the Solid Waste Division for the Public Works Department on July 23, 2013 to purchase a 2014 landfill compactor. Purchasing this replacement compactor was approved by the City Council in the FY14 budget. The existing compactor will be traded in to the company providing the new compactor. The new compactor will have a 3-year warranty that is included in the total bid price.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the low bid and purchase the 2014 landfill compactor from Titan Machinery in the net amount of \$642,120; or
- Reject all bids and do not purchase the compactor. The compactor that is being replaced is not running well and is not an option to continue using.

FINANCIAL IMPACT

<u>Vendor</u>	<u>Bid</u>	<u>Trade</u>	<u>Net Bid</u>
Titan Machinery	\$644,805	\$41,425	\$603,380 Does not meet specs
Titan Machinery	\$683,545	\$41,425	\$642,120
T & E Equipment	\$869,912	\$62,500	\$807,412
Humdinger	\$795,000	\$45,000	\$750,000

RECOMMENDATION

Staff recommends that the City Council accept the low bid and purchase a 2014 compactor from Titan Machinery for the net price of \$642,120.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 08/12/2013

TITLE: Bid Award for SID 1395 Boca Raton Road

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

SID 1395 Boca Raton Road was created at the May 13, 2013, City Council Meeting. SID 1395 will construct Boca Raton Road and a portion of Annandale Road within Lake Hills Subdivision.

The project was bid on July 23, 2013. Staff is recommending delay of award of the project contract until the August 26th Council Meeting to allow time for the bond sale. Staff will present the bid results at that meeting.

ALTERNATIVES ANALYZED

There are no viable alternatives to this action because Finance must confirm that the City can sell bonds at acceptable rates before the Council awards a construction contract.

FINANCIAL IMPACT

Bid results will be presented for the August 26th Council Meeting.

RECOMMENDATION

Staff recommends that Council delay award of an SID 1395 construction contract until August 26th, 2013.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 08/12/2013

TITLE: Bid Award: W.O. 12-45 3MG Staples Reservoir Liner and Baffle Replacement

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

W.O. 12-45 is a project to install a spray-on liner within the existing Staples 3 million gallon reservoir. It will seal the existing cracks and prevent leaking. The liner will extend the useful life of the reservoir an estimated 20-30 years. Additionally, a new membrane curtain baffle will be installed. The project was advertised on July 4, 11, and 18, 2013, in *The Billings Times* and on the City's website. Bids were opened on July 23rd and two bids were received. Abhe & Svoboda, Inc. submitted the lowest responsible bid.

ALTERNATIVES ANALYZED

The Council may:

- Award W.O. 12-45 to Abhe & Svoboda, Inc. in the amount of \$906,548.00; or
- Not award the contract to Abhe & Svoboda, Inc. and reject all bids. If this project is not constructed, the reservoir will continue to deteriorate and leak.

FINANCIAL IMPACT

The following bids were received and evaluated:

Contractor	Bid
Cop Construction	\$920,750.00
Abhe & Svoboda, Inc.	\$906,548.00

The project will be funded with water revenues. Cash is available in the Water Fund, but a first quarter budget amendment will be necessary to give additional spending authority to the project.

Project Budget	\$675,000.00
Encumbered Funds	\$ 97,700.00
This Contract	\$906,548.00
Project Budget Remaining	-\$329,248.00

RECOMMENDATION

Staff recommends City Council award a contract to Abhe & Svoboda, Inc., for W.O. 12-45 3MG Staples Reservoir Liner and Baffle Replacement in the amount of \$906,548.00.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 08/12/2013

TITLE: Criminal and Civil Case Management Software from New Dawn

PRESENTED BY: Brent Brooks

Department: Legal

Information

PROBLEM/ISSUE STATEMENT

The City Attorney's Office will be implementing case management software for both its Civil and Criminal Divisions. This case management software will increase productivity and streamline administrative responsibilities by allowing City Attorney staff to access each other's notes, legal documents, briefs and templates and generate detailed reports that now have to be constructed manually. This case management software will make it considerably easier to manage cases, notify victims/witnesses and keep an improved, more precise status of current criminal and civil cases as well as save the legal assistants time spent opening paper files, locating files and filing documents. This is a sole source software as one other competing software product does not contain the capabilities of the proposed New Dawn JustWare. This software is also utilized by the Yellowstone County and Missoula City attorney offices.

ALTERNATIVES ANALYZED

The Council may:

- Approve the Contract with New Dawn; or
- Not approve the Contract with New Dawn

FINANCIAL IMPACT

The purchase of this software was approved as part of the FY 2014 budget. The total proposed financial impact for the first year of the Contract is \$61,968.00. The on-going yearly costs are \$4,089.00.

RECOMMENDATION

Staff recommends that the City Council approve the attached Contract with New Dawn.

APPROVED BY CITY ADMINISTRATOR

Attachments

New Dawn Contract



CONTRACT TO City of Billings Attorney's Office

Pricing Provided Expires: August 28, 2013

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Terms and Conditions

THESE TERMS AND CONDITIONS (this “**Agreement**”) are entered into as of _____, 2013 (the “**Effective Date**”) by and between New Dawn Technologies, Inc. (“**New Dawn**”) and City of Billings Attorney’s Office (“**Customer**”). (Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the License Agreement.)

WHEREAS, Customer desires to purchase from New Dawn, and New Dawn desires to sell and license to Customer, certain software products and services (the “**Product**” or “**Products**”) as defined in the Statement of Work of even date herewith and attached hereto (as the same may be updated and amended by the parties from time to time in writing) and incorporated herein by reference (“**Statement of Work**”), on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. Product Sale, License and Delivery

1.1 Sale and License. Pursuant to the Computer Software License Agreement (the “**License Agreement**”) and/or the Subscription Agreement (the “**Subscription Agreement**”) incorporated herein by reference, to be executed contemporaneously with this Agreement, New Dawn shall sell and license to Customer, and Customer agrees to purchase and license and/or subscribe from New Dawn, the Product, including the New Dawn Software Modules identified in the New Dawn Quotation, as both capitalized terms are defined in the Statement of Work. The license and/or subscription shall commence upon execution by both parties of the License Agreement and/or Subscription Agreement.

1.2 Delivery. Products, including software or access to software, documentation required for installation thereof and license keys, shall be delivered by New Dawn to Customer upon the execution of this Agreement; *provided, however*, Project Start Meeting will commence once the Contract Signing Payments are received by New Dawn from Customer.

2. Prices & Payment

2.1 Prices. Customer agrees to purchase the Products at the prices set forth in the Pricing Proposal. All prices exclude taxes, customs and duties. These prices will remain valid during the Term of this Agreement (as defined below). New Dawn may adjust prices thereafter.

2.2 Payment. New Dawn shall invoice Customer for the aggregate purchase price of Products ordered by Customer at the time of shipment of such Products. Each such invoice shall be due and payable within thirty (30) calendar days of the invoice date. All Product sales are final, and payments are non-refundable.

2.3 Manner and Place of Payment. All payments hereunder shall be payable in U.S. dollars. All payments owed under this Agreement shall be made by wire transfer in immediately available funds to a bank and account designated in writing by New Dawn, unless otherwise approved by New Dawn.

2.4 Taxes and Fees. All taxes and/or fees levied on account of the payments accruing to New Dawn under this Agreement shall be paid by Customer for its own account. It will be the Customer's sole responsibility to ensure that taxes are paid to the proper taxing authority. It will be the Customer's sole responsibility to ensure that fees are paid to the proper authority. Taxes and fees may be deducted from payments made to New Dawn only if Customer tax and fee obligation is identified in "Exhibit A: Pricing Proposal" of this agreement.

2.5 Late Payments. In the event that any payment due under this Agreement is not made when due, the payment shall accrue interest from the date due at the rate of one and a half percent (1.5%) per month; *provided, however*, that in no event shall such rate exceed the maximum legal annual interest rate. The payment of such interest shall not limit New Dawn from exercising any other rights it may have as a consequence of the lateness of any payment.

3. Limited Warranty and Limited Remedies

New Dawn warrants that, upon completion of delivery and installation, the Products sold under this Agreement will conform in all material respects with the Product Documentation and will be conforming and free from defects in material and workmanship until fifteen (15) months after the date of manufacture (which date of manufacture shall be clearly marked in materials provided to Customer); *provided, however*, that this limited warranty does not apply to Custom Software or the services covered by First Year Support. Notwithstanding anything contained in this Agreement to the contrary, the warranty of New Dawn as provided herein shall be void if any alterations, modifications or work have been performed on such Product, or to the extent that any alleged defect is the result of abuse, misuse, improper maintenance or storage, accident, action or inaction on the part of any party other than New Dawn. Nor shall New Dawn be responsible (a) for the quality or condition of any materials supplied by or through Customer, or (b) for any defect to the extent due to uses that do not conform to the applicable instructions. Subject to the foregoing, if a Product is not as warranted and Customer notifies New Dawn in writing within the fifteen-month warranty period noted above and returns that Product to New Dawn within thirty (30) calendar days of Customer's discovery, New Dawn will, at its option, promptly repair or replace the defective Product. Any such repaired or replaced Product shall be shipped back to Customer at New Dawn's sole expense. This remedy will not be deemed

to have failed of its essential purpose so long as New Dawn is willing and able to repair or replace a defective Product in the prescribed manner. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR USE.

4. Default

4.1 Event of Default. The occurrence of any one or more of the following shall constitute an “*Event of Default*” under this Agreement:

- a) Customer fails to pay to New Dawn any charge, costs, or other payment accruing hereunder within sixty (60) calendar days of the invoice date if such delinquency has not been corrected within ten (10) calendar days after New Dawn has given Customer written notice of such delinquency;
- b) Customer fails to perform any obligation set forth in this Agreement, repudiates any obligation set forth in this Agreement, or wrongfully rejects conforming and non-defective Products by Customer if such failure has not been corrected within sixty (60) calendar days after New Dawn has given Customer written notice of such failure;
- c) New Dawn’s failure to perform any obligation set forth in this Agreement if such failure has not been corrected within sixty (60) calendar days after Customer has given New Dawn written notice of such failure; or
- d) Customer’s failure to start Project Start Meeting on a date mutually agreed-upon by Customer and New Dawn.

4.2 Effect of Default. Upon the occurrence of any Event of Default, the party adversely affected may halt all pending and/or planned activities on Project Start Meeting; and/or terminate this Agreement effective immediately. If Customer is the defaulting party, New Dawn may accelerate and declare all outstanding payments owed by Customer under this Agreement immediately due and payable as a liquidated sum. New Dawn may proceed against Customer in any lawful manner for satisfaction of amounts owed by Customer, including interest owed thereon calculated at one and a half percent (1.5%) per month; *provided, however*, that such interest amount does not exceed the maximum legal annual interest rate. New Dawn may proceed against Customer in any lawful manner to repossess Products remaining in Customer’s possession to satisfy, in whole or in part, Customer’s obligations under this Agreement.

Customer shall pay all costs of collection, including reasonable attorney's fees, whether or not a lawsuit is instituted.

5. Indemnification

5.1 Indemnification by New Dawn. New Dawn hereby agrees to save, defend and hold Customer and its directors, officers, employees and agents (each, a "**Customer Indemnitee**") harmless from and against any and all claims, suits, actions, demands, liabilities, expenses and/or loss, including reasonable legal expense and attorneys' fees (collectively, "**Losses**") to which any Customer Indemnitee may become subject as a result of (a) any claim, demand, action or other proceeding by any entity other than New Dawn or Customer ("**Third Party**") to the extent such Losses arise directly or indirectly out of the breach by New Dawn of any warranty, representation, covenant or agreement made by New Dawn in this Agreement; and/or (b) any claim alleging that any Product directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a Third Party; except to the extent such Losses result from the gross negligence or willful misconduct of any Customer Indemnitee or the material breach by Customer of any warranty, representation, covenant or agreement made by Customer in this Agreement.

5.2 Indemnification by Customer. Customer hereby agrees to save, defend and hold New Dawn and its respective directors, officers, employees and agents (each, a "**New Dawn Indemnitee**") harmless from and against any and all Losses to which any New Dawn Indemnitee may become subject as a result of any claim, demand, action or other proceeding by any Third Party to the extent such Losses arise directly or indirectly out of: (a) the use, handling, storage, sale or other disposition of Product by Customer, including the combination of Product with any of Customer's products, hosting service, hardware, or business processes; (b) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a Third Party; or (c) the breach by Customer of any warranty, representation, covenant or agreement made by Customer in this Agreement; except, in each case, to the extent such Losses result from the gross negligence or willful misconduct of any New Dawn Indemnitee or the material breach by New Dawn of any warranty, representation, covenant or agreement made by New Dawn in this Agreement.

5.3 Control of Defense. Any entity entitled to indemnification under this Section 5 shall give written notice to the indemnifying party of any Losses that may be subject to indemnification promptly after learning of such Losses, tender control over the defense and settlement of such Losses to the indemnifying party (provided that indemnifying party may not enter into a settlement affecting indemnified party's interests without indemnified party's consent), and provide reasonable cooperation in

the defense of the Losses at indemnifying party's expense. Indemnified party may participate in the defense with counsel of its choice at its own expense.

6. Limitation of Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR RELIANCE DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. In addition, New Dawn shall not be liable to Customer for any damages arising from or relating to this Agreement exceeding the total of payments made by Customer to New Dawn under this Agreement, up to five hundred thousand dollars (\$500,000), even if New Dawn knew or should have known of the possibility of such damages.

7. Confidentiality

7.1 Confidentiality. Customer acknowledges and agrees that the terms of this Agreement, including any and all pricing terms, are confidential in nature and shall not be disclosed to any Third Party, including by publication on any Customer website or social media profile. Both during and after the Term (as defined below), Customer shall maintain in confidence the terms of this Agreement. Customer shall promptly notify New Dawn upon discovery of any unauthorized disclosure of the terms of this Agreement.

7.2 Authorized Disclosure. Either party may disclose the terms of this Agreement to the extent such disclosure is reasonably necessary in complying with applicable court orders or governmental regulations, including responding to any public records request; provided that if Customer is required to make (or anticipates making) any such disclosure of the terms of this Agreement, it will to the extent practicable give reasonable advance notice to New Dawn of such disclosure requirement.

8. Term & Termination

8.1 Term. The term of this Agreement (the "**Term**") will commence as of the Effective Date and, unless sooner terminated as provided hereunder, will terminate upon the completion and delivery of the Products.

8.2 Termination. Either party shall have the right to terminate this Agreement for any reason or for no reason upon thirty (30) calendar days' written notice to the other party.

8.3 Effect of Termination. Expiration or termination of this Agreement shall not relieve either party of any obligation accruing prior to such expiration or termination, including Customer's obligation to make payment of all outstanding amounts due and payable within the prescribed period for making such payment pursuant to Section 2 of this Agreement. The obligations and the rights of the parties under Sections 2, 3, 4, 5, 6 and 7 shall survive expiration or termination of this Agreement.

9. Dispute Resolution

9.1 Initial Resolution by Meeting. PARTIES SHALL ATTEMPT TO RESOLVE AMICABLY ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY ALLEGED BREACH OR FRAUD IN THE INDUCEMENT HEREOF, BY MEETING WITH EACH OTHER WITHIN THIRTY (30) CALENDAR DAYS AFTER WRITTEN NOTICE OF A DISPUTE IS DELIVERED FROM ONE PARTY TO THE OTHER PARTY. SUBSEQUENT MEETINGS MAY BE HELD UPON MUTUAL AGREEMENT OF THE PARTIES.

9.2 Mediation of the Dispute. IF THE DISPUTE IS NOT RESOLVED WITHIN SIXTY (60) CALENDAR DAYS OF COMMENCEMENT OF SUCH MEETINGS, THE PARTIES SHALL SUBMIT THEIR DISPUTE, IN GOOD FAITH, TO MEDIATION BY AN ORGANIZATION OR COMPANY SPECIALIZING IN PROVIDING NEUTRAL, THIRD-PARTY MEDIATORS. THE MEDIATION SHALL BE CONDUCTED IN ENGLISH AND SHALL BE HELD IN LOGAN, UTAH, OR SUCH OTHER LOCATION AS MUTUALLY AGREED BY THE PARTIES WITHIN SIXTY (60) CALENDAR DAYS OF THE DATE THE DISPUTE IS SUBMITTED TO MEDIATION, UNLESS THE PARTIES MUTUALLY AGREE ON A LATER DATE.

9.3 Binding Arbitration. ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT THAT IS NOT OTHERWISE AMICABLY SETTLED BETWEEN THE PARTIES BY MEETING OR MEDIATION SHALL BE EXCLUSIVELY RESOLVED BY ARBITRATION BETWEEN THE PARTIES IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, WITH THE ARBITRATION TO BE CONDUCTED WITH ONE ARBITRATOR IN THE ENGLISH LANGUAGE TAKING PLACE IN LOGAN, UTAH, OR SUCH OTHER LOCATION AS MUTUALLY AGREED BY THE PARTIES. THE RESULTS OF SUCH ARBITRATION PROCEEDINGS SHALL BE BINDING UPON THE PARTIES HERETO, AND JUDGMENT MAY BE ENTERED UPON THE ARBITRATION AWARD IN ANY COURT HAVING JURISDICTION THEREOF. NOTWITHSTANDING THE FOREGOING, EITHER PARTY MAY SEEK INTERIM INJUNCTIVE RELIEF FROM ANY COURT OF COMPETENT JURISDICTION.

9.4 Jury Trial Waiver. CUSTOMER HEREBY WAIVES ITS RIGHTS TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER CUSTOMER AGAINST NEW DAWN OR NEW DAWN AGAINST CUSTOMER ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE LICENSE AGREEMENT, THE PRODUCTS, THIS AGREEMENT OR ANY

CLAIM OR THE ENFORCEMENT OF ANY CLAIM OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW NOW OR HEREAFTER IN EFFECT. THE PROVISIONS OF THIS SECTION 9 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

10. Miscellaneous

10.1 Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by either party without the prior written consent of the other party (which consent shall not be unreasonably withheld); *provided, however,* that New Dawn may assign this Agreement and its rights and obligations hereunder without Customer's consent in connection with the transfer or sale of all or substantially all of New Dawn's business to which this Agreement relates to a Third Party, whether by merger, sale of stock, sale of assets or otherwise. The rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties. Any assignment not in accordance with this Agreement shall be void.

10.2 Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement (other than with respect to the payment of money owed) when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including, without limitation, fire, floods, earthquakes, natural disasters, embargoes, war, acts of war (whether war be declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.

10.3 Injunctive Relief. The parties hereby acknowledge and agree that in the event of any breach of this Agreement by either party, the other party will suffer an irreparable injury, such that no remedy at law will afford it adequate protection against or appropriate compensation for, such injury. Accordingly, the parties hereby agree that the non-breaching party shall be entitled to specific performance of the other party's obligations under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

10.4 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without regard to its choice of law provisions.

10.5 Waiver. Except as specifically provided for herein, the waiver from time to time by either party of any right or failure to exercise any remedy shall not operate or

be construed as a continuing waiver of the same right or remedy or of any other of such party's rights or remedies provided under this Agreement.

10.6 Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

10.7 Independent Contractors. It is expressly agreed that Customer and New Dawn shall be independent contractors and that the relationship between the two parties shall not constitute a partnership, joint venture or agency of any kind. Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other party, without the prior written consent of the other party.

10.8 Notices. Any consent, notice or report required or permitted to be given or made under this Agreement by one party to the other shall be in writing, addressed to such other party at its address indicated below, or to such other address as the addressee shall have last furnished in writing to the addressor, and shall be effective: (a) if sent by registered or certified mail return receipt requested, upon receipt; (b) if sent by internationally recognized express air courier (such as DHL or Federal Express), two (2) business days after mailing; (c) if sent by facsimile transmission, with a copy mailed on the same day in the manner provided in clauses (a) or (b) of this Section 7.7, when transmitted and receipt is confirmed by telephone; and (d) if otherwise actually personally delivered, when delivered:

If to New Dawn: New Dawn Technologies, Inc.
843 South 100 West
Logan, Utah 84321
United States of America

Attention: Frank Felice
Facsimile: 801-760-3407

If to Customer: _____

10.9 Amendment. Except as expressly set forth in this Agreement, no subsequent amendment, modification or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by the respective authorized officers of the parties.

10.10 Construction. This Agreement shall be construed without regard to any presumption or other rule requiring construction hereof against the party causing this Agreement to be drafted.

10.11 No Third Party Beneficiaries. The representations, warranties, covenants, and undertakings contained in this Agreement are for the sole benefit of the parties and the parties' permitted successors and assigns and shall not be construed as creating any Third Party beneficiaries of this Agreement or as conferring any rights whatsoever on any Third Party.

Contract Signing

City of Billings Attorney's Office Authorized Signature, Title and Date

New Dawn Authorized Signature, Title and Date

Exhibit A: Pricing Proposal

City of Billings Attorney's Office 210 North 27th Street Billings MT, 59101	Proposal Number: QT-3883/5 Proposal Creation Date: June 14, 2013 Proposal Expiration Date: 8/28/2013
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Software		Quoted Price	Total
13 named user licenses	JustWare Defender	\$1,084.00	\$14,092.00
1 developer license	Document Author Software	\$338.00	\$338.00
5 named user licenses	Document Imaging with Barcoding	\$293.00	\$1,465.00

Total Software: \$15,895.00

Services	Total
Initiating Phase Services	\$2,940.00
Training Phase Services	\$8,620.00
Configuration Phase Services	\$23,660.00
Go-Live Phase Services	\$5,680.00

For detailed services provided during each phase see Statement of Work section of this contract.

Total Services: \$40,900.00

Support & Subscription Fees		Quoted Price	Total
13 named user licenses	JustWare Support and Upgrades	\$271.00	\$3,523.00
5 named user licenses	Document Imaging with Barcoding annual support	\$59.00	\$295.00

Total Support & Subscription Fees: \$3,818.00

Travel & Per Diem

Travel and Per Diem is NOT included in the pricing for any onsite services. The customer will be invoiced for travel expenses as incurred. Hotel and transportation fees will be invoiced per receipts. Meals & Incidental Expenses will be billed at the current GSA rates for the area. See www.gsa.gov for current Meal & Incidental Expense rates.

Total Proposal Cost: \$60,613.00

Exhibit B: Payment Milestones

Implementation Milestones			
Milestone	Description	Cost Inclusions	Amount
1	Contract Signing	<ul style="list-style-type: none"> • Software Licenses • 60% of Initiating Phase Services • Annual Support 	\$21,477.00
2	Training Phase Start	<ul style="list-style-type: none"> • 40% of Initiating Phase Services • 60% of Training Phase Services 	\$6,348.00
3	Configuration Phase Start	<ul style="list-style-type: none"> • 40% of Training Phase Services • 60% of Configuration Phase Services 	\$17,644.00
4	Go-Live Phase Start	<ul style="list-style-type: none"> • 40% of Configuration Phase Services • 60% of Go-Live Phase Services 	\$12,872.00
5	Project Closure	<ul style="list-style-type: none"> • 40% of Go-Live Phase Services 	\$2,272.00
		Total	\$60,613.00

Note: Milestone payments must be received prior to phase start.

Annual Support will be billed annually on the anniversary of contract signing date.

Total Payments	\$60,613.00
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Exhibit C: Contract Signing Invoice

Remit Payment To:

New Dawn Technologies
843 South 100 West
Logan, Utah 84321
1.877.587.8927



Bill To: City of Billings Attorney's Office 210 North 27th Street Billings, MT 59101	Invoice Number: QT-3883/5- INV1 Invoice Date: June 14, 2013 Terms: Due on Receipt Account Executive: Scott Jardine
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Item	Total
JustWare Defender	\$14,092.00
JustWare Support and Upgrades	\$3,523.00
Document Imaging with Barcoding	\$1,465.00
Document Author Software	\$338.00
Document Imaging with Barcoding annual support	\$295.00
Initiating Phase Services	\$1,764.00
Contract Signing Amount	\$21,477.00
Thank you for your business. We look forward to working with you.	

Exhibit D: Services Statement of Work

Each phase of this project will commence when a formal Notice to Proceed document has been signed by the New Dawn Project Manager (NDPM) and the Customer Project Manager (CPM). The Project Start Date will be the signing date of the Initiating Phase Notice to Proceed or first phase listed in the SOW. No phase will begin until the previous phase has been concluded. **Once a phase is completed and authorized individuals have signed the appropriate notice to proceed documents approving the start of the next phase, we will not continue or restart work on the completed phase. All phases have a maximum duration length.**

1. Initiating Phase

The Project will commence upon receipt by New Dawn of the signed Notice to Proceed for the Initiating. The objective of this phase is to gather or construct the necessary inputs for the next phase. The Initiating Phase shall not exceed 120 days, beginning with the Project Start date.

New Dawn Deliverables:

- Software License keys
- Deliver Implementation Quick-start Workbooks
- Installation of New Dawn developed software

Phase Completion Criteria:

- Finalized Quick-start Workbooks
- New Dawn software installations
- Signed Notice to Proceed document by both NDPM and CPM signifying completion of the Initiating Phase and the start of the Training Phase

2. Training Phase

During the Training Phase, customer JustWare Administrators will receive instruction as specified in the New Dawn Deliverables section below. The Training Phase shall not exceed 240 calendar days from Project Start date and will begin with the signing date of the Notice to Proceed.

New Dawn Deliverables:

- Deliver JDA Development Training Plan
- Facilitate one Online JDA Development Training (not to exceed eight hours)
- Deliver JustWare Administration Training Plan
- Facilitate one Onsite JustWare Administration Training (not to exceed four working days in a single trip)

Completion Criteria:

- Delivery of specified Training Plans and Trainings
- Signed Notice to Proceed document by both NDPM and CPM signifying completion of the Training Phase and the start of the Configuration Phase

3. Configuration Phase

During the Configuration Phase, the customer will configure New Dawn software for specific office workflows. The Phase Plan will define a Work Order System to authorize New Dawn to work on the New Dawn deliverables listed below. The Configuration Phase shall not exceed 420 calendar days from Project Start date and will begin with the signing date of the Notice to Proceed.

New Dawn Deliverables:

- Up to eight (8) JDA Templates (not to exceed ten (10) hours of work per template with up to one (1) specification revision per template)
- Up to two (2) JXML Screens (not to exceed ten (10) hours of work per screen with up to one (1) specification revision per screen)
- Up to three (3) SSRS Reports (not to exceed ten (10) hours of work per report with one (1) specification revision per report)

Completion Criteria:

- Signed Notice to Proceed document by both NDPM and CPM signifying completion of required configuration, and completion of the Configuration Phase and the start of the Go-Live Phase

4. Go-Live Phase

The primary objective of this phase is to verify or complete the setup of the customer's production environment, train end users, and have end users begin using JustWare in a live capacity. The Go-Live Phase shall not exceed 480 calendar days from Project Start date and will begin with the signing date of the Notice to Proceed.

New Dawn Deliverables:

- Onsite consultation to assist and support Customer JustWare Administrator(s) in preparation for system Go-Live (not to exceed three working days in a single trip)

Completion Criteria:

- Delivery of specified consultation and/or assistance
- Signed Notice to Proceed document by both NDPM and CPM signifying completion of the Go-Live Phase

Exhibit E: License and Support Agreements

JustWare Defender license agreement

This License Agreement is between New Dawn Technologies, Inc. (“New Dawn”) and City of Billings Attorney's Office (“Customer”) with regards to the use of JustWare Defender (“the Software”). Customer is granted a non-exclusive, non-transferable license to install and use the Software. All amounts due under this Agreement are non-cancelable and non-refundable immediately upon the delivery of the Software.

1. License

This Agreement allows you, the Customer to:

- a. Install and use the Software on any computer or device for each named user license purchased and make one copy of the Software in machine-readable form solely for backup purposes. Customer must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software.
- b. Install and use the Software in a testing and staging environment.
- c. Install the Software on a storage device, such as a network server, and run the Software on an internal network, provided the number of named users running the Software does not exceed the number of named user licenses of the Software purchased.
- d. Use the Software either directly or indirectly or through commands, data or instructions from or to a computer not part of your internal network, for Internet or Web-hosting services only by a named user licensed to use this copy of the Software through a valid license. A copy of the Software must be purchased for each named user.
- e. Reproduce documentation, online help, and screen capture images solely for internal use as reference material and training literature.

2. Terms and Conditions

Customer must agree to the Terms and Condition of this agreement if you wish to use this software.

3. License Restrictions and Rights

The Software and Software Documentation are protected by United States Copyright Laws and international Copyright treaties, as well as other intellectual property laws. The Software is licensed and not sold to Customer. New Dawn hereby retains sole and exclusive ownership of all right, title and interest in and to all intellectual property rights in the Software, Software Documentation. Customer acknowledges that all enhancements provided by New Dawn, either provided for a contracted cost

or included at no cost, are added into New Dawn's proprietary core JustWare platform, therefore, any enhancements will remain the sole property of New Dawn. Customer may not make or distribute copies of the Software, or electronically transfer the Software from one computer to another or over a network other than to make backup copies of the Software. You may not release proprietary Software information such as Software database schemas or Software technical specifications. You may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. You may not rent, lease or sublicense the Software. You may not modify the Software or create derivative works based upon the Software. You may not export the Software into any country prohibited by the United States Export Administration Act and the regulations there under.

4. Data

New Dawn Technologies does not own any data, information or material in the course of Customer using or accessing the Software. Customer, not New Dawn Technologies, shall have sole responsibility and ownership for the accuracy, quality, integrity, legality, reliability, appropriateness, and ownership or right to use of all Customer data and New Dawn Technologies shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer data.

5. Upgrades

- a. If this copy of the Software is an upgrade from an earlier version of the Software, it is provided to you, the Customer on a named user license exchange basis. You agree by your installation and use of this copy of the Software to voluntarily terminate your earlier named user license and that you will not continue to use the earlier version of the Software nor transfer it to another.
- b. This Agreement will remain in effect for all future upgrades to the Software unless otherwise stated by a new License Agreement executed between New Dawn and the Customer.
- c. Customer will receive all future upgrades to the Software as long as a current Support Agreement is maintained.

6. Ownership

The foregoing license gives you, the Customer:

- a. Limited rights to use the Software. Although you own the media on which the Software is recorded, you do not become the owner of, and New Dawn retains title to, the Software, any New Dawn run time libraries, and all copies thereof. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by New Dawn.

- b. Responsibility for the data entered and modified while using the Software. New Dawn shall not be held liable for the data contained in the system including without limitation the accuracy, responsibility for archival, loss of, use or misuse of any data entered by the Customer.

7. Limited Warranty and Limited Remedies

New Dawn warrants that, upon completion of delivery and installation, the Products sold under this Agreement will conform in all material respects with the Product Documentation and will be conforming and free from defects in material and workmanship until fifteen (15) months after the date of manufacture (which date of manufacture shall be clearly marked in materials provided to Customer); *provided, however*, that this limited warranty does not apply to Custom Software or the services covered by First Year Support. Notwithstanding anything contained in this Agreement to the contrary, the warranty of New Dawn as provided herein shall be void if any alterations, modifications or work have been performed on such Product, or to the extent that any alleged defect is the result of abuse, misuse, improper maintenance or storage, accident, action or inaction on the part of any party other than New Dawn. Nor shall New Dawn be responsible (a) for the quality or condition of any materials supplied by or through Customer, or (b) for any defect to the extent due to uses that do not conform to the applicable instructions. Subject to the foregoing, if a Product is not as warranted and Customer notifies New Dawn in writing within the fifteen-month warranty period noted above and returns that Product to New Dawn within thirty (30) calendar days of Customer's discovery, New Dawn will, at its option, promptly repair or replace the defective Product. Any such repaired or replaced Product shall be shipped back to Customer at New Dawn's sole expense. This remedy will not be deemed to have failed of its essential purpose so long as New Dawn is willing and able to repair or replace a defective Product in the prescribed manner. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR USE.

8. Escrow

New Dawn provides software escrow services as part of this Agreement. The Release Condition shall be deemed to have occurred in the event of the following:

- a. New Dawn discontinues business because of insolvency or bankruptcy, and no successor assumes obligations under this Agreement.

- b. The following applies to Deposit Materials released to Customer in accordance with this Agreement:
- c. Customer may only use the Deposit Materials to maintain, modify and enhance the Software upon Release Condition. The maintained, modified and enhanced Software may only be used in accordance with this Agreement.
- d. Customer may not disclose the Deposit Materials to any third party and shall keep the Deposit Materials confidential, except as provided below.
- e. Customer may engage the services of independent contractors to assist Customer in exercising its rights according to this Agreement. Each such independent contractor must agree in writing that they will not disclose or transfer the Deposit Materials to any other person, and will not use the Deposit Materials for any purpose other than to assist Customer in exercising its rights according to this Agreement.

JustWare Defender Support Agreement

This Support Agreement is between New Dawn Technologies, Inc. (“New Dawn”) and City of Billings Attorney's Office (“Customer”) with regards to the software support and upgrades of JustWare Defender (“the Software”).

1. Definitions

- a. Support

“Support” is defined as technical assistance with the Software, including but not limited to, questions about the functionality of the Software, assistance with the resolution of error message and installation questions. Support may include troubleshooting the Software as needed to resolve issues.
- b. Version

“Version” refers to a variation, either minor or major, from an earlier version of the Software. A version could refer to a minor and/or major version change.
- c. Major version

A Major version refers to the first number in the software release, i.e. 4.x, 5.x. The numbers “4” and “5” represent the Major version.
- d. Minor version

A minor version refers to the second number in the software release, ie x.1, x.2. The numbers “1” and “2” refer to the minor version. Software releases have both a Major and a Minor version number in them.
- e. Current Version

“Current Version” is the most recent publically released version of the Software.
- f. Enhancement

“Enhancement” refers to features and/or functionality that are not included in the Current Version of JustWare. Much of the Software’s feature set has been driven by enhancement requests from customers.
- g. Service Release

“Service release” is the method New Dawn uses to resolve critical issues that may be identified with the Software.
- h. Critical

“Critical” is defined as an issue for which there is no workaround AND one of the following statements is true:

 - i. Defect causes data loss
 - ii. Defect affects a mission critical task
 - iii. Security risk causing possible system compromise

2. New Dawn Responsibilities

During the Term of this Agreement, New Dawn shall render the following services in support of the Software, during Hours of Operation, subject to the compensation fixed for each type of service in New Dawn's current Fee Schedule:

- a. Provide response to requests to our Support Department made by a JustWare Application Administrator through any of the standard methods of contact within four (4) hours during the Hours of Operation (7am – 6pm MST for standard support).

- b. Use all reasonable diligence in correcting verifiable and reproducible errors when reported to New Dawn. New Dawn shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as Critical, New Dawn shall provide the solution through a Service Release to the most recent released minor version and one minor version previous when applicable. New Dawn shall include the solution in all subsequent versions of the Software. New Dawn shall not be responsible for correcting errors in any version of the Software other than the most recent minor version with the exception of those categorized as critical. The service release process for critical bugs will be limited to the current minor version release and one minor version previous. New Dawn shall not be responsible for correcting errors as a result of hardware failure including, but not limited to, failure caused by wiring, networks, modems, phone lines, power, or connectors. New Dawn shall not be responsible for any errors caused by hardware limitations due to insufficient memory, disk storage or processing power, problems caused by hardware failure, any loss of data or problem deemed as a result of an operator, any problems caused by incorrectly installed, configured, or maintained operating system, or versions of the operating system not supported by New Dawn. New Dawn shall not be responsible for problems with, or caused by any hardware or third party software not supported by New Dawn. New Dawn shall not be responsible for problems with, or caused by software, processes, or interfaces not provided by New Dawn that interact with the Software or Software database.
- c. New Dawn shall not be responsible for configuring, maintaining, and upgrading the operating system including, but not limited to, backups and restores, fixes, and patches.
- d. Provide recommendations on the configuration and use of the Software and related hardware or software to meet the Customer's operational needs.
- e. New Dawn shall be responsible for maintaining and administrating a certification process for JustWare Application Administrators.
- f. Provide regular versions of the Software including select enhancements, and Service Releases for the most recent minor version and one minor version prior at no additional cost to the Customer. These versions may contain new functionality and Service Releases not specifically requested by the Customer. New Dawn will provide supplemental software and hardware requirements, recommendations and documentation per version of the Software.
- g. New Dawn shall treat all information, data or files provided by Customer as confidential, maintaining secure access to such material only for New Dawn support personnel for purposes of investigating or solving a support request.

- h. New Dawn will provide maintenance and upgrades to the current publically released version of the Software. Only the most recent released minor version and one minor version prior will be eligible for Service Releases. Technical support will be provided for other eligible versions. Upgrading to the most recent version may be required to be eligible for a Service Release.
- i. New Dawn reserves the right to request an alternate or replacement application administrator. Any request for an alternate or replacement administrator will be made in writing, and a replacement administrator will be assigned within 90 days of formal request.
- j. New Dawn will provide upgrades of new version releases and may halt a version upgrade installation if Customer hardware and software systems do not meet the most current system requirements and recommendations.
- k. Standard methods of contact include:
 - Telephone: 877.587.8927 ext. 2
 - Email: support@newdawn.com
 - Web and support forums: <http://community.newdawn.com>
 - Written: ATTN: Support 843 South 100 West, Logan, UT 84321
 - Fax: 603.308.8138
- l. Hours of Operation are from 7:00 a.m. to 6:00 p.m. Mountain Standard Time except weekends and United States holidays.
- m. New Dawn will only provide support to JustWare Application Administrator(s). It is the responsibility of the Customer to instruct system users to route support requests to JustWare Application Administrator(s). If New Dawn is required to provide support to non-JustWare Application Administrator(s), a \$225 hourly rate will be applied.

3. Customer Responsibilities

- a. Retain one or more certified JustWare Application Administrator(s) on staff responsible for the regular maintenance and configuration of the Software. New Dawn must be provided the name and contact information for any JustWare Application Administrator. These individuals must receive JustWare Application Administrator Training and certification testing within 90 days of notice to qualify for support. If turnover occurs for Customer's designated JustWare Application Administrator(s), Customer must arrange with New Dawn for certification and re-training. Support requests by anyone not identified and qualified as a certified JustWare Application Administrator are subject to higher support fee increases.
- b. Provide and maintain a dedicated connection, approved by New Dawn, to the Software's database and/or application server. This connection is to be available

and accessible by New Dawn support personnel during the Hours of Operation for the purposes of providing software support and upgrades. This connection must provide full screen access to the server with full administrative rights to publish information and make changes to the JustWare database and one or more network file locations.

- c. Provide New Dawn support personnel with accurate configuration information, screen shots, or other files and documentation as required for a support request.
- d. Maintain all Customer data including but not limited to the backup of data stored in the JustWare database, custom documents and reports, and configuration files.
- e. Maintain all related hardware and software systems required for the operation of the Software including but not limited to hardware, operating systems, security, network and storage based on the most current system requirements and recommendations.
- f. Keep current with the latest versions of the Software.
- g. All communications by Customer to New Dawn must be in the English language.

4. Disclaimer of Warranty and Limitation of Liability

- a. New Dawn disclaims all other warranties, either expressed or implied and representations with respect to the Software, except as stated in the Terms and Conditions.
- b. In no event shall New Dawn be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever and however caused, even if New Dawn has been advised of the possibility of such damages. The cumulative liability of New Dawn to the Customer for all claims arising in connection with this agreement shall not exceed the total fees and charges paid to New Dawn by the Customer within the last 12 months.

5. Term and Termination of Service

- a. Many support services will occur immediately upon the signing of this Agreement and version releases and upgrades occur on a regular basis regardless of installation of software; therefore this Agreement will commence immediately upon the signing of this Agreement and continue in effect during the initial term for a period of one (1) year. This Agreement will automatically renew for successive, one (1) year terms unless terminated by either New Dawn or Customer in accordance with this section, subject to Customer's payment of the applicable JustWare Support fee.
- b. This Agreement shall immediately terminate upon the violation of the JustWare License Agreement.

- c. This Agreement may be terminated by either party upon 30 days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

6. Fees

- a. Customer shall pay New Dawn the JustWare Support fee as defined in the Payment Terms.
- b. New Dawn shall invoice Customer at the beginning of each JustWare Support term as defined above for the JustWare Support fee unless otherwise stated in the Payment Terms.
- c. Customer shall pay invoiced amounts immediately upon receipt of such invoices.
- d. Any amount not paid within 30 days after the invoice date shall bear interest at one and a half percent (1.5%) per month or the highest rate allowed by applicable law.
- e. Customers with outstanding JustWare Support invoices that exceed 90 days will be required to pay an hourly rate for support and will be required to purchase any upgrades or enhancements to the Software and this Agreement is suspended until the JustWare Support fee and interest fees are paid.
- f. Hourly rates for services and cost of software are determined by New Dawn.
- g. Support fee increases will not exceed 5% per year for Customers with certified JustWare Application Administrator(s).
- h. Support fee increases will not exceed 10% per year for Customers without certified JustWare Application Administrator(s).
- i. Support fee increases will not exceed 30% per year for Customer without JustWare Application Administrator(s) or who does not comply with Section 3a of this agreement.
- j. Annual support fees will increase upon the purchase of additional named user licenses, software and services. This increase and any additional purchases will be identified in additional Terms and Conditions and Payment Terms and signed by New Dawn and Customer.

Exhibit F: System Requirements

JustWare System Requirements

General requirements info:

Important: A Microsoft Active Directory domain is required.

- JustWare roles must be divided into at least two separate physical or virtual servers: Application (Webserver and Reporting Services) and Database server.
- All hardware requirements assume that ONLY JustWare is running on the server. Performance will be affected if hardware is shared with other applications.
- Several factors affect the performance of JustWare. Among them are: JustWare view configuration, report utilization and workflows, database size, network bandwidth and architecture, server speed (including processor, hard drive and system speeds), memory, and number and function of concurrent users. The hardware requirements listed are the minimum. For performance scaling, high availability, or disaster recovery we recommend working with your local IT group or IT contractor to ensure best results.
- Kerberos Delegation is required. It can be set up before or after Microsoft SQL Server is installed.

Backend Architecture flexibility

JustWare is designed around Microsoft Server and Application roles that use multi or N-tier architecture to provide scalable performance. JustWare is compatible with Microsoft strategies for performance scaling, high availability, and fault tolerance in each server role. Examples: (Windows Server Clustering, SQL Clustering and Mirroring, IIS web farms, etc.)

JustWare Server Roles (All server roles can be virtualized)

- Web
- Database
- Reporting
- Documents

Minimum JustWare Minimum Client Requirements

- Processor Intel Celeron or AMD 2.0 GHz
- Memory 2 GB
- Hard disk space 100 MB
- Microsoft .NET Framework 3.5 Service Pack 1
- Microsoft .NET Framework 4

Recommendation

A monitor size of 19 inches or greater is strongly recommended for optimum usability of JustWare, dependent upon configuration and layout. Minimum supported resolution is 1024 x 768 and 120 DPI.

JustWare Webserver Minimum Requirements

Component	Minimum Requirement
Processor	2 GHz , 64-bit, 2 core
RAM	4 GB
Hard Disk	80 GB
Network	TCP/IP, port 443
Software / Framework	Windows Server 2008 (64 bit), IIS 7.0, Full .NET 3.5 Service pack 1, Full .NET 4.0, WSE 3.0, MSDTC

JustWare Database Server Minimum Requirements

Note: SQL Database Server and Full Text Search must be installed. A case-insensitive string collation setting must also be used. By default, nested triggers will be enabled on SQL Server 2008. However, JustWare will only run properly when nested triggers are disabled. JustWare cannot reside on a SQL instance with other SQL databases that require nested triggers to be enabled.

The following SQL Server settings must be applied:

- Enable local and remote connections.
- Set server authentication to SQL Server and Windows Authentication mode.
- The Microsoft Distributed Transaction Coordinator service (MSDTC) must be running at all times.

Component	Minimum Requirement
Processor	2 GHz , 64-bit, 2 core
RAM	8 GB
Hard Disk	80 GB
Network	TCP/IP
Software / Framework	Windows Server 2008 (64 bit), Microsoft SQL Server 2008 64-bit, Full .NET 3.5 Service pack 1

JustWare Reporting Services Minimum Requirements

Component	Minimum Requirement
Processor	2 GHz , 64-bit, 2 core
RAM	4 GB
Hard Disk	80 GB
Network	TCP/IP, port 443
Software / Framework	Windows Server 2008 (64 bit), Microsoft SQL Server Reporting Services 2008, Full .NET 3.5 Service pack 1

JustWare Document Server Requirements

Required Software

To use indexing in JustWare to search the filing cabinet, Microsoft's Search Server Express must be installed. Currently Microsoft offers Search Server 2010 Express as a free download, which requires Windows Server 2008 (64-bit edition). Search Server 2010 Express requires 64-bit Windows Server 2008 SP2, or Windows Server 2008 R2.

This JustWare Service Role should be installed on its own operating system.

Hardware Requirements

Must meet the requirements for Microsoft Search Server 2010 Express

Other:

Barcode Scanner

JustWare provides native barcoding functionality that is part of the base application without the incurrence of additional New Dawn costs for barcoding software. Organizations wishing to implement the barcode scanning functionality in JustWare are required to purchase barcoding hardware and are responsible for its installation and setup.

Required Hardware

- USB or serial port compatible
- Has one of the following scanner interfaces: HID, Keyboard wedge, RS232
- ASCII Extended Code 3 of 9 enabled (Also referred to as extended Code 39 programmable)
- Able to read a start character of \$A as an Insert key and an end character of \$Z as a F12 key

Signature Pad

JustWare uses Microsoft Word 2007 functionality to allow electronic signing of documents. Organizations wishing to electronically sign documents in JustWare are required to purchase signature pad hardware and are responsible for its installation and setup.

Required Hardware

Any Microsoft Word compatible signature pad device

Document Scanner

JustWare's document scanning functionality uses TWAIN technology to regulate communication with name and case records in JustWare. Documents can be scanned and then directed to the filing cabinet in JustWare. Organizations wishing to implement document scanning functionality in JustWare are required to purchase scanner hardware and are responsible for its installation and setup. The Document Scanning utility in JustWare is an additional, paid service.

Required Hardware

Any TWAIN-compliant document scanning device

Regular City Council Meeting

Meeting Date: 08/12/2013
TITLE: Library RFID Upgrade Phase II
PRESENTED BY: Bill Cochran
Department: Library

Information

PROBLEM/ISSUE STATEMENT

Recent upgrades to the automated check-out/check-in process at the current Library create an avenue for the Library to install compatible equipment for further automation at the new Library. Radio Frequency Identification (RFID) speeds up check-out, check-in, and inventory processes, provides security and reduces some repetitive motion health problems.

The RFID upgrade was planned in two phases. The Library RFID Upgrade project was approved by the Council on December 5, 2012, after a competitive RFP process that included both phases of the project. The contract was awarded to 3M Company Security Systems Division. Phase I is complete and included a conversion to the current ISO standard for RFID, installation of compatible self-check units for patrons, staff workstations, security gates and command center software. Phase II will complete the conversion to the new standard with additional equipment required for the new Library. It involves the migration of Phase I RFID equipment including self-checks and security gates to the new Library. Phase II also includes the purchase and installation in the new Library of two additional self-check units, a two-aisle security gate system, three automated book drops and an 11-bin automatic materials sorter.

ALTERNATIVES ANALYZED

City Council may:

- Approve the proposal from 3M Company Security Systems Division for the Phase II RFID project, or
- Not approve the proposal. The effects of disapproval are described above.

FINANCIAL IMPACT

The cost for Phase II of the RFID Conversion is \$171,727. The Library has sufficient funds in the FY14 budget to cover the cost of the project.

RECOMMENDATION

Staff recommends that Council accept the price proposal of \$171,727 from the 3M Company Security Systems Division for Phase II of the RFID Upgrade project and authorize the Mayor to sign any required documents.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 08/12/2013

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

PRESENTED BY: Rich St. John

Department: Police

Information

PROBLEM/ISSUE STATEMENT

Billings Police Department officers have operated in an undercover capacity for many years. The work entails the use of unmarked cars that are different from standard detective vehicles. Because undercover officers and their equipment are routinely exposed to the criminal element, it is necessary to rotate equipment. The reason for frequent rotation of cars is to ensure the safety of the undercover officer and to prevent the operation from being compromised. Major car dealers in the City have been contacted for bids for these vehicles. Underriner Motors is the only dealer interested in leasing vehicles to the City for special operations purposes. Staff recommends that Council approve leasing six (6) vehicles from Underriner Motors for the City-County Special Investigations Unit (CCSIU) from July 1, 2013, to June 30, 2014, in the amount of \$30,600.

ALTERNATIVES ANALYZED

Council may:

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

FINANCIAL IMPACT

The cost of leasing 6 vehicles will be \$30,600 (\$425 per vehicle, per month) and the dollars have been budgeted in the Drug Forfeiture Fund for FY14.

RECOMMENDATION

Staff recommends that the Council approve leasing six (6) undercover vehicles from Underriner Motors for the City employees in the CCSIU from July 1, 2013, to June 30, 2014, in the amount of \$30,600.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

Lease Agreement

AUTOMOBILE LEASE AGREEMENT

This AGREEMENT made _____, by and between **UNDERRINER MOTORS** with its principal place of business at 523 North 29th Street, Billings, Montana (the LESSOR), and **THE BILLINGS MONTANA POLICE DEPARTMENT**, P. O. Box 1554, Billings, MT 59103 (the LESSEE), for the lease of six (6) vehicles.

The terms of this agreement is for a period of 12 months from July 1, 2013, to June 30, 2014, subject to the terms and conditions set forth below:

1) **RENTAL:** The LESSEE shall pay to the LESSOR a monthly rental of FOUR HUNDRED DOLLARS (\$425.00) per vehicle (6 vehicles) for a total of THIRTY THOUSAND SIX HUNDRED DOLLARS (\$30,600.00), paid on an annual basis.

2) **MAINTENANCE:** The LESSEE will bear all expense of maintaining the leased vehicle in good operating condition. The LESSEE shall provide and pay for all gasoline, oil, maintenance, washing, tire and battery replacements, and all necessary repairs other than those covered by the standard manufacturer's limited warranty, where applicable. LESSEE also agrees to pay the deductible in connection with any collision losses.

3) **LICENSING:** The LESSEE agrees to pay at its own cost and expense, State License Fees imposed against said vehicle(s). Each lease vehicle shall bear a license plate, and title shall be registered in the name of the LESSOR.

4) **INSURANCE:**

A) The LESSEE agrees to furnish and keep in force and effect an acceptable public liability and property damage insurance policy covering all leased vehicles(s), naming therein or by endorsement thereto, the LESSOR as an additional insured. The minimum limits of liability coverage shall be in the amount of \$500,000 combined single limit for all person(s) killed or injured in any one accident, for property damage or loss of use of property of third persons as a result of any one accident. Prior to delivery of possession of said vehicle(s) hereunder, the LESSEE agrees to furnish the LESSOR with a valid certificate of an acceptable insurance company, licensed in Montana, certifying that such insurance is in force and agreeing that the same shall not be cancelled except upon ten days' prior written notice to the LESSOR.

B) LESSEE agrees that it will, and will cause its agents and employees and their families, to cooperate fully with LESSOR and all insurance carriers required by this lease in the investigation, prosecution, and defense of all claims arising from all hazards insured hereunder.

5) **EXCESS MILEAGE:** LESSEE agrees to pay for excess mileage at the rate of \$.10 per mile in excess of 15,000 miles per year. The payment for excess mileage shall be due at the end of the term of the lease.

6) **PERMISSION TO MOVE:** LESSEE agrees to notify and gain written permission from LESSOR should LESSEE decide to move the leased property as described above from the address stated above to another state on a permanent basis or for an extended period of time (longer than six (6) months).

7) **NOTICE:** LESSEE agrees to inform the LESSOR immediately regarding any accident, collision or other damage to the said vehicle(s). All other notices required to be given under the terms of this lease shall be in writing and shall be sent by United State Registered Mail or Certified Mail addressed to the party to be notified at its address as above stated.

8) **SECURITY AGREEMENT:** LESSOR shall have the right to finance any vehicle(s) now or hereafter covered by this lease by arranging for a Security Agreement thereon or by assigning LESSOR's interest under this lease or both, and LESSEE agrees that such Security Agreement placed by LESSOR shall be superior to this lease.

9) **REASONABLE CARE:** LESSEE agrees to use reasonable care in the operation of said vehicle(s) and, in good faith, to require reasonable care from users authorized by LESSEE hereunder, including the obligation to maintain the vehicle(s). In any event, LESSEE shall be held personally liable to LESSOR pursuant to the terms of this lease, regardless of permissive use by third parties.

10) **REPLACEMENT VEHICLES:** At any time during the initial or any renewal term of the within lease, the LESSOR may replace the above-described vehicle(s) with a vehicle of the same make and year, such replacement vehicle being in equal or better operating condition; in such event, all the terms and conditions of the within lease shall apply to any and all such replacement vehicle(s) for the term of this agreement or any renewal thereof.

11) **AGENTS:** LESSEE agrees to permit said vehicle(s) to be used only by LESSEE, (its) (his) agents or employees or the members of the immediate family thereof, and by no others. No operator or driver of said vehicle(s), including LESSEE shall have authority to act on behalf of the LESSOR under any circumstances.

12) **NON-LIABILITY:** LESSOR shall not be liable for any loss from the interruption of, or damage to the LESSEE'S business, and shall not be liable to any of the authorized uses hereunder, in connection with any operating failure of said vehicle(s) (or substitute vehicles provided to LESSEE during repair of the leased vehicle(s) or its replacement), or in connection with any delay in making repairs thereon or furnishing replacement(s) therefor.

13) **INDEMNITY:** LESSOR assumes no liability for any acts or omissions of the LESSEE or the LESSEE'S agents. The LESSEE hereby releases and agrees to indemnify the LESSOR and hold the LESSOR harmless from any and all claims against the LESSOR of any kind or nature whatsoever, arising out of or resulting from the use and/or operation of the leased vehicles by the LESSEE, including any expenses and attorneys' fees which the LESSOR may incur in defending any such claims, except such claims or portions thereof as are covered by applicable insurance as otherwise herein provided.

14) **OWNERSHIP:** It is expressly understood and agreed that this Agreement is a contract for leasing only, and that the LESSEE acquires no ownership, title, or property right or interest in, of, or to the said motor vehicle(s) and equipment, but acquires only the right to use the vehicle(s) in accordance with the provision of this lease. Any accessories installed on said vehicle(s) by the LESSEE may be removed upon expiration of this lease. If such removal shall, in the opinion of the LESSOR, cause damage to said vehicle(s), the LESSEE agrees to pay the Lessor for such damage.

15) **RETURN:** Upon the termination of this lease, the leased vehicle(s), at the expense of the LESSEE, shall be returned to the place of business of the LESSOR in as good condition as when received, ordinary wear and tear excepted. This return provision shall apply to all substitute vehicles which may be the subject of this contract.

16) **EARLY TERMINATION:** Early termination of this Lease may result in an early termination charge to LESSEE.

17) **ASSIGNMENT, PLEDGE, LIENS, AND ENCUMBRANCES:** This lease may not be assigned, except by the LESSOR as provided herein. The LESSEE shall not have the right to pledge or otherwise encumber this lease or any interest therein nor shall the LESSEE have the right to encumber or otherwise suffer any lien to be placed against the leased vehicle(s), or abandon or conceal the leased vehicle(s). The LESSEE shall not sublet the leased vehicle(s) or any replacement vehicle(s) without the written consent of the LESSOR.

18) **WAIVER:** The failure of either party in any one or more instances to insist upon the performance of any of the terms, covenants or conditions of this lease, or to exercise any right or privilege in this lease conferred, or the waiver of any breach of any of the terms, covenants, or conditions of this lease, shall not be construed as thereafter waiving any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect, as if no such forbearance or waiver had occurred.

19) **DEFAULT:** If the LESSEE shall default in the payment in any of the installments of rent as herein provided, or breach any of the terms, conditions or provisions herein contained, or, during the term of this lease, shall file a voluntary petition in bankruptcy, shall make an assignment for the benefit of creditors or shall be adjudicated bankrupt; if a receiver shall be appointed for LESSEE'S business; or if LESSOR deems itself insecure, LESSOR may at its election terminate this Agreement without notice to LESSEE and shall thereupon be entitled to the immediate possession of any and all vehicles in LESSEE'S possession hereunder. In the event this Agreement shall be so terminated, LESSEE shall not be released from any liability to LESSOR for LESSEE'S failure to make any of the payments required by this Agreement or for LESSEE'S failure or inability to perform the conditions of this Agreement, and LESSEE hereby waives all claims for injury suffered through or loss caused by such repossession.

Upon default, the balance of the installments of rent, to the end of this lease or any existing extension of it, shall, without notice or demand by the LESSEE, at once become due and

payable; and in addition thereto, the LESSEE hereby authorizes and empowers the LESSOR to enter its premises or any other place where the leased vehicle(s) may be found, forcibly if necessary, to take possession and carry away and remove such vehicle(s), with or without legal process and thereby terminate the LESSEE'S right to retention and use of such vehicle(s). In the event any legal proceedings shall be instituted by LESSOR against LESSEE to recover any sums due or to become due hereunder and/or for the repossession of the vehicle(s) leased hereunder, LESSEE shall pay to LESSOR reasonable attorneys' fees sand costs of repossession.

20) **BINDING EFFECT:** This lease shall be binding upon and inure to the benefit of the parties hereto, their successors, legal representatives, and assigns.

21) **ENTIRE AGREEMENT:** This lease together with the Vehicle Lease Disclosure Statement represents the entire Agreement between the parties. All prior negotiations have been merged into this lease, and there are no understandings, representations, or agreements, oral nor written, express or implied, other than those set forth herein. This lease shall not be modified or amended except by an agreement in writing signed by the parties.

22) **CONSTRUCTION:** This lease shall in all respects be governed by and construed in accordance with the laws of the State of Montana.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed the day and year first above written.

LESSEE:

CITY OF BILLINGS

BY _____
THOMAS W. HANEL, MAYOR

LESSOR:

UNDERRINER MOTORS

BY _____
BILL UNDERRINER , OWNER

ATTEST BY:

CARI MARTIN, CITY CLERK

APPROVED AS TO FORM:

BRENT BROOKS, CITY ATTORNEY

Regular City Council Meeting

Meeting Date: 08/12/2013

TITLE: Department of Natural Resources & Conservation Southern Land Office
Cooperative Agreement

PRESENTED BY: Paul Dextras

Department: Fire

Information

PROBLEM/ISSUE STATEMENT

Staff requests that the City Council approve a cooperative agreement with the Southern Land Office (SLO) of the Montana Department of Natural Resources and Conservation. The agreement allows the SLO to call for City assistance as needed and if City resources are available and for reimbursing the City for response costs.

ALTERNATIVES ANALYZED

Council may:

- Approve the agreement between the City and the Department of Natural Resources and Conservation Southern Land Office; or
- Not approve the agreement.

FINANCIAL IMPACT

The agreement provides the City with invoicing authority for reimbursement of agreed upon expenses related to a request for personnel made by the SLO. The SLO will reimburse the City for any assigned firefighters' overtime rate and benefits plus travel, per idem, lodging and other miscellaneous expenses. The agreement can be cancelled with 30 days notice by either party.

RECOMMENDATION

Staff recommends that the City Council approve the one-year cooperative agreement dated August 12, 2013, between the City of Billings and the Department of Natural Resources and Conservation Southern Land Office.

APPROVED BY CITY ADMINISTRATOR

Attachments

DNRC Cooperative Agreement



ORIGINAL



Cooperative Agreement
between
The City of Billings, Fire Department
and the
State of Montana
Department of Natural Resources and Conservation
Southern Land Office

This Cooperative Agreement is made and entered into by and between the City of Billings Fire Department, hereinafter referred to as the "CITY", and the State of Montana Department of Natural Resources and Conservation's Southern Land Office, hereinafter referred to as the "SLO", and is effective the _____ day of _____, 2013.

This agreement, upon execution, is in effect and valid for one calendar year from date of execution.

PURPOSE

The purpose of this agreement, when executed by both parties, is to form administrative, operational, and financial procedures regarding the use of the CITY's firefighting personnel in the performance of the mission of the SLO as the SLO declares such need, and as the CITY is able to respond to such requests from the SLO.

SLO will follow and will be responsible for ensuring that CITY personnel follow the established guidelines referenced in the NRCG Mobilization of Local Government Firefighting Resources.

This agreement is not valid, and SLO will bear no burden, when the CITY's personnel are requested by any other entity including federal, state, county, or other local governments and private parties in accordance to such other agreements of which the SLO has not approved or otherwise is not a party.

FINANCIAL-ADMINISTRATION

The administrators of this agreement between the CITY and the SLO shall be responsible for the performance of the agreement and its currency, applicability, and review and renewal annually. The CITY's administrator shall be the City of Billings Fire Department Fire Chief, and the SLO's administrator shall be the Southern Land Office Fire Program Manager.

This agreement provides the CITY with invoicing authority for reimbursement of agreed upon expenses related to a request for personnel made by the SLO.

The CITY shall record and track all reimbursable costs provided for in this agreement.

Upon completion of the assignment and within 30 calendar days from that end, the CITY will invoice the SLO and be reimbursed for personnel costs at the assigned firefighter's overtime rates plus "fringe" benefits, including Worker's Compensation assessments, longevity and other

ORIGINAL

pays, as per the most recent or otherwise current City of Billings Fire Department Collective Bargaining Agreement with the International Association of Firefighters Local 521. These wages will be identified within the statement.

The **SLO** will not pay for costs associated with "backfill" activities. The **CITY** will invoice for all other direct costs associated with the resource order, including but not limited to travel, per diem, lodging and miscellaneous expenses as approved prior by the **SLO**. **SLO** shall remit payment in full to the **CITY** within 30 days of the date of the **CITY'S** invoice.

All firefighting personnel of the **CITY** are covered under its Workers Compensation Insurance as provided by the Montana Municipal Insurance Authority. The **CITY** will provide a copy of the following for the purpose of forming this agreement:

- The most recent and current version of the Collective Bargaining Agreement between the **CITY** and the International Association of Firefighters Local 521.

The **SLO** will provide a copy of the following for the purpose of forming this agreement:

- A copy of **CITY** firefighting personnel holding current state wide and national qualifications and who are eligible to receive assignments as such.
- Copies of the Local Government Firefighting Resources Mobilization Guide.

This agreement may be cancelled after 30 business days when first posted in writing to each principal party.

OPERATION OF AGREEMENT

When the **SLO** determines that a need exists for **CITY** firefighting personnel and that such assistance is essential to protect life and property, the **SLO** shall contact the on-duty **CITY** Battalion Chief to make a request for on-duty personnel and the proper reporting locations and times. The **CITY** shall determine what personnel can be provided and then dispatch the designated personnel. When requested by **SLO**, the **CITY** may at its discretion staff additional apparatus with qualified off-duty personnel.

SLO shall release the **CITY'S** personnel by 7:00 a.m. at the end of each employee's regular shift with the **CITY**, when services are no longer required, or when the **CITY** requests that its personnel be released, whichever occurs first. In no instance will the **CITY'S** personnel be kept past their regular **CITY** shift end of 7:00 a.m.

Once a personnel request is filled by the **CITY**, the **CITY** resources shall be under the operational command of the **SLO** and perform the mission and duties of the **SLO** as indicated by **SLO** supervisory personnel and/or the assignment resource order.

RESPONSIBILITY AND LIABILITY

A. PREPAREDNESS AND SAFETY

1. SLO shall be responsible to maintain and support its own equipment, including the proper maintenance and operations when this equipment is on the scene of a working fire and under the authority of SLO.
2. The CITY personnel will not be required to take action where the safety of personnel and equipment is in question.

B. INDEMNIFICATION

To the extent of its liability for negligent acts covered by the Montana Tort Claims Act (Section 2-9-101, MCA, et seq.), SLO will indemnify and hold harmless the CITY and its representatives against demands, claims, or liabilities arising from this Agreement.

To the extent of its liability for negligent acts covered by the Montana Tort Claims Act (Section 2-9-101, MCA, et seq.), the CITY will indemnify and hold harmless SLO and its representatives against demands, claims, or liabilities arising from this Agreement.

C. INSURANCE

Each party to this agreement shall, at their expense, obtain and keep in full force and effect adequate insurance against general liability, automobile liability and physical damage, with policy limits of not less than \$1,500,000 per occurrence, and worker's compensation to cover loss, damage, or injury to persons or property which might arise out of the performance of their duties under this agreement. Each entity shall produce a Certificate of Insurance to the other party prior to execution of this Agreement and then annually, or upon request.



Matt Wolcott, Area Manager
Southern Land Office
State of Montana Department of
Natural Resources and Conservation
1371 Rimtop Drive
Billings, MT 59105

Thomas W. Hanel
Honorable Mayor, City of Billings

P.O. Box 1178
Billings, MT 59103

July 24 2013
Date

Date

Regular City Council Meeting

Meeting Date: 08/12/2013

TITLE: Community Transportation Enhancement Project Specific Agreement with MDT

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The City of Billings submitted a Montana Department of Transportation (MDT) Community Transportation Enhancement Project (CTEP) grant application for the following trail project:

Shiloh Conservation Area Path - this project consists of the design and construction of approximately 1.6 miles of hard-surfaced bicycle and pedestrian path. The project will be located in Billings, south of King Avenue West and west of Shiloh Road, along 44th Street West and through the Shiloh Conservation Area. The local match for this project is being funded through storm-water management fees. The administration of the project will be through Public Works Engineering.

This project was approved through the local CTEP project selection process involving the City Council, Board of County Commissioners, Planning Board, and the Policy Coordinating Committee (PCC). The PCC approved this project at its regular meeting on February 26, 2013. The project was also approved by MDT. The Project Specific Agreement represents the formal agreement between the City and MDT for the project scope, funding, and federal aid compliance. Council must authorize the Mayor to execute the Project Specific Agreement for the project to begin development.

ALTERNATIVES ANALYZED

The City Council may:

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

FINANCIAL IMPACT

Shiloh Conservation Area:

CTEP Grant	\$ 415,000
Local Match (Public Works Dept.)	\$ 64,325
Additional Contribution	\$1,367,761
Total Funds Available	\$1,847,086

RECOMMENDATION

Staff recommends that Council authorize the Mayor to execute the CTEP Project Specific Agreement for the Shiloh Conservation Area project

APPROVED BY CITY ADMINISTRATOR

Attachments

PSA Agreement with Map

CTEP PROJECT SPECIFIC AGREEMENT

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

WITNESSETH THAT:

WHEREAS, the Grantee proposes to develop and construct a Community Transportation Enhancement Program (CTEP) project, UPN 8548, titled SHILOH CONSERV AREA PATH-BLGS (hereinafter the "project"); and,

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

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

WHEREAS, the estimated cost of the project's development and construction is \$1,847,086; and,

WHEREAS, the financial participation for the project's development and construction will in part be with federal-aid funds made available in federal fiscal 2013; and,

WHEREAS, the federal-aid funds provided are described in the Catalog of Federal Domestic Assistance (CFDA), number 20.205, Highway Planning and Construction under the U.S. Department of Transportation FHWA; and,

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

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

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

The Grantee will develop a CTEP project described as: the design and construction of approximately 1.6 miles of hard-surfaced bicycle and pedestrian path.

The project will be located in Billings south of King Avenue West and west of Shiloh Road along 44th Street West and through the Shiloh Conservation Area.

The purpose of this project is to provide safe and convenient bicycle and pedestrian facilities.

The initial estimated federal-aid cost to be requested for the development and construction of this project, by federal-aid account, is as follows:

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

[9102] Preliminary Engineering (86.58% CTEP) (including environmental documentation)	\$ 49,800
[9202] Right-of-Way/Easement Acquisition (86.58% CTEP)	\$ -0-
[9302] Incidental Construction (64.93% CTEP) (utility relocation involvement)	\$ -0-
[9402] Construction Engineering (86.58% CTEP) (including contract administration and inspections)	\$ -0-
[9502] Construction (86.58% CTEP)	\$ 429,525
Total	\$ 479,325

City of Billings	Project	CTEP Funds	Local Match	Additional Contribution
Direct Costs	\$ 1,847,086	\$ 415,000	\$ 64,325	\$ 1,367,761
TOTAL	\$ 1,847,086	\$ 415,000	\$ 64,325	\$ 1,367,761

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

The Grantee will:

1. Be responsible for the \$64,325 local match and the \$1,367,761 additional contribution. The Federal cost participation (CTEP funds) will be \$415,000 of the estimated total project cost of \$1,847,086. The Grantee will be responsible for 100% of all costs exceeding the proposed \$1,847,086 that may be required to complete the project.
2. Attest they have read and understand the CTEP manual located at: http://www.mdt.mt.gov/publications/docs/manuals/mdt_ctep_manual.pdf. including all State and Federal laws, rules and regulations applicable to the CTEP program.
3. Develop and prepare all of the necessary design plans, specifications, estimates, and contract documents for the project in accordance with the CTEP Manual. The selection and retention of any individual or firm to provide or furnish any engineering or design related services will be based upon qualifications in accordance with the CTEP Manual's Consultant Services procedures.
4. Solicit for competitive bids and award a contract to construct the project. The solicitation for the construction contract may be by competitive bid or limited solicitation, so long as the cost does not exceed \$80,000; should the project's construction cost exceed \$80,000, it must be by competitive bid. The Grantee will administer any construction contract and provide the supervision, inspection and documentation required to ensure the project is completed satisfactorily. The State will perform a final project review to ensure substantial compliance with project plans, specifications and estimates.
5. Provide documentation necessary to comply with applicable environmental requirements, including the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act (NHPA) and Section 4(f) of the DOT Act.

6. Complete and submit the applicable supporting documentation to the State for review and concurrence prior to beginning the next step in the project's development or construction process, as identified in the CTEP Manual.
7. Submit a claim for cost reimbursement no more than monthly and no less than quarterly detailing items and quantities of acceptable work completed that period to the CTEP Office for the project development and/or construction costs incurred. The request will be accompanied by documentation substantiating the amount requested and identifying the applicable federal share.
8. Agree to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine compliance with this Agreement. The Grantee agrees to create and retain records supporting this Agreement for a period of three years after the completion date of this Agreement or the conclusion of any claim, litigation or exception relating to this Agreement taken by the State of Montana or a third party.
9. Service, maintain, and pay the cost of operating the project described in this agreement.

General Provisions:

10. The Grantee shall perform an audit in compliance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq. and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." For local governments and school districts, the Grantee will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau. All other grantees such as Tribal Communities and Non-Profit Organizations will provide the report to the State of Montana, Department of Transportation, Internal Audit Unit.
11. The parties understand and agree that this agreement is subject to the requirements of Section 17-1-106, MCA, which requires the State to fully recover indirect costs (IDC) from the Federal share of costs and any other participating parties. The current IDC rate is 9.12% and the parties further understand and agree that as of October 1, 2009 the Grantee's share of IDC will be paid by MDT per subsection (3). Note: If this project extends across more than one fiscal year, more than one annual rate will be involved, as the rate may change during the life of the project.
12. Except for any suits, claims, actions, losses, costs or damages which are solely the result of the negligent acts or omissions or misconduct of State employees, the Grantee agrees that it will protect, indemnify, and save harmless the State and Department of Transportation against and from all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), and losses to them from any cause whatever from the project, and including any suits, claims, actions, losses, costs or damages of any kind, including the State and Department's legal expenses, made against the State or Department by anyone arising out of, in connection with, or incidental to the project and its construction or use or maintenance.
13. Severability and Integration – If any single part or parts of this Agreement are determined to be void, the remaining parts will remain valid and operative. This Agreement, as written, expresses the total, final and only agreement of the parties relevant to its subject matter. No provision, expressed or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication shall be a provision of this Agreement unless specifically provided within the written terms herein.

14. This agreement shall become effective upon execution by both parties. It may be modified only by prior written agreement of both parties.
15. Assignment, Transfer and Subcontracting – The Grantee shall not assign, transfer or subcontract any portion of this Agreement without the express written consent of the State.
16. Choice of Law and Venue – In the event of litigation concerning this Agreement, venue will only be in District Court of the First Judicial District of the State of Montana in and for the County of Lewis and Clark. This Agreement will be interpreted according to Montana law.
17. Termination – The parties may mutually terminate this Agreement in writing at any time. MDT, at its sole discretion, may terminate or reduce the scope of this Agreement if available funding is reduced for any reason. MDT may terminate this Agreement in whole or in part at any time Grantee fails to perform the Agreement terms as set forth.
18. Compliance with Laws – The Grantee, in the performance of this Agreement, fully comply with all applicable federal, state or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Attachment A, Non-Discrimination Notice, is incorporated into this Agreement and during the performance of this Agreement, The Grantee for itself, its assignees and successors in interest, agrees to adhere to the contents as follows:

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

- (1) Compliance with Regulations: The Grantee shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.
- (2) Nondiscrimination: The Grantee, 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 Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Sec. 21.5.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Grantee for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Grantee of the Grantee's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The Grantee will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives.

Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the Grantee's noncompliance with the nondiscrimination provisions of this Agreement, the State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
 - (a) Withholding payments to the Grantee under the Agreement until the Grantee complies, and/or
 - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Grantee will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Grantee will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Grantee is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Grantee may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Grantee or the State may request the United States to enter into such litigation to protect the interests of the United States.

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

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

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

- (1) The Grantee will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) The Grantee will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The Grantee 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 Grantee. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Grantee."**
- (3) All video recordings produced and created under contract and/or agreement will be closed-captioned.

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

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

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

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

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

BY _____, 2013

APPROVED FOR LEGAL CONTENT

MDT Legal Counsel

CITY OF BILLINGS

ATTEST-CITY CLERK

MAYOR

_____ By _____

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

[OFFICIAL SEAL]



CITY OF BILLINGS MONTANA



Regular City Council Meeting

Meeting Date: 08/12/2013

TITLE: Amendment #2, W.O. 12-05, 5-Mile Creek Lift Station Replacement, Professional Engineering Services Contract

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Council is asked to consider amending the City's Professional Engineering Services Contract with Morrison-Maierle, Inc. (MMI) in the amount of \$21,525.00 to include additional construction administration services associated with 17 days added to the Contractor's (Western Municipal Construction) construction contract by prior change order. Contract days were added to install over 200 feet of additional force main, to install an additional valve and to perform 'pigging' of the existing force mains.

ALTERNATIVES ANALYZED

The Council may:

- Approve the contract amendment with MMI; or
- Do not approve the contract amendment with MMI.

If the proposed fee is not added to the Professional Engineering Services Contract, the City would not be in a position to follow-through with administering additional project construction approved by prior change order to the Construction Contract.

FINANCIAL IMPACT

The funding for this project was approved by City Council in the FY12 Capital Improvement Plan and budget. The source is an Sate Revolving Fund loan to the wastewater fund. A summary of the funding is as follows:

Project Budget	\$4,000,000
Previously Encumbered (Engineering Contract + Construction Contract)	\$2,574,135
Proposed Engineering Contract Amendment #2)	\$21,525
Budget Remaining	\$1,404,340

RECOMMENDATION

Staff recommends that Council approve Amendment No. 2 to the City's contract with MMI for W.O. 12-05, 5-Mile Creek Lift Station Replacement Professional Engineering Services Contract in the amount of \$21,525.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

WO 12-05 PES Contract Amend. No. 2

AMENDMENT NO. 2
TO
PROFESSIONAL ENGINEERING
SERVICES
W.O. 12-05, FIVE MILE LIFT STATION

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

Morrison-Maierle, Inc.
315 N. 25th Street, Suite 102
Billings, Montana 59101
Hereinafter designated the Contractor

WITNESSETH:

WHEREAS, the City and Contractor have entered into a contract dated November 4, 2011, for Contractor to provide engineering services to the City for Work Order 12-05 Five Mile Lift Station with one amendment, Amendment No .1 dated April 23, 2012 and;

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

WHEREAS, the City has authority to contract for consulting engineering 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:

Appendix A, Section 3 as added by Amendment No. 1 is amended as follows:

Design, Bidding, and Construction Administration Phases Scope of Work

TASK 50 – CONSTRUCTION ADMINISTRATION

Add the following item:

- Additional Construction administration services for 17 working days added to Contractor's Contract.

Appendix B, Section 1, Paragraph A is amended to include the following:

Delete the Amendment No. 1 fee table and replace with the following table of fees:

Design Study Phase	\$	26,770
Task 11 Project Management	\$	9,120
Task 31 Design Survey	\$	17,090
Task 32 Construction Survey	\$	9,615
Task 39 Geotechnical	\$	33,000
Task 41 Permitting	\$	11,853
Task 42 SRF Requirements	\$	31,090
Task 43 Preliminary and Final Design	\$	194,180
Task 44 Bidding and Contracting Services	\$	18,450
Task 50 Construction Administration	\$	207,236
Task 60 Closeout	\$	16,529
Task 61 O & M Manual	\$	2,926
Task 88 Quality Assurance	\$	6,980
Total Professional Engineering Services	\$	584,839

The total addition to the Contract by this Amendment is \$21,525.

The allocation of fees within the remaining tasks is for administrative purposes only and not to be considered ceiling amounts for each task. The fees for each task can be shifted between tasks but the project total will not be changed unless by contract amendment.

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

CONSULTANT

NAME: _____

BY: _____

TITLE: _____

DATE: _____

CITY OF BILLINGS, MONTANA

BY: _____

City Council or Designee

DATE: _____

Regular City Council Meeting

Meeting Date: 08/12/2013

TITLE: Adult Resource Alliance of Yellowstone County Funding Agreement Renewal

PRESENTED BY: Robin Grinsteiner

Department: Parks/Rec/Public Lands

Information

PROBLEM/ISSUE STATEMENT

The City of Billings receives county mill levy funding annually through the Adult Resource Alliance of Yellowstone County (ARAYC),(formerly the Yellowstone County Council on Aging)in support of the senior programs at the Billings Community and Senior Center. This funding agreement is renewed each year and establishes the terms under which the City will receive the funding. The funding allocation for 2013-2014 from the ARAYC will remain at \$26,000.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the Funding Agreement; or
- Not Approve the Funding Agreement.

FINANCIAL IMPACT

This funding source contributes about 11.4% of the Community and Senior Center's total budget.

RECOMMENDATION

Staff recommends that the City Council approve the \$26,000 Funding Agreement with ARAYC for FY 2013-2014.

APPROVED BY CITY ADMINISTRATOR

Attachments

ARAYC Agreement Page 1

AYAYC Agreement Page 2

AGREEMENT

This AGREEMENT between the Adult Resource Alliance of Yellowstone County (ARAYC) and the City of Billings, is for the provision of the services for persons 60 years of age or older and their spouses according to the following terms.

SECTION 1 GENERAL TERMS

- 1.1 This agreement will be effective from July 1, 2013 through June 30, 2014. Prior to the completion date, the contract will be reviewed for renewal by ARAYC upon submission of a budget and funding request to ARAYC for the upcoming year by the City of Billings.
- 1.2 This agreement is for Yellowstone County Senior Mil Levy funding which comes to the Adult Resource Alliance of Yellowstone County and is distributed to senior service providers by the ARAYC with approval by the County Commissioners. As such, these funds are available to match Federal funds or other grants.
- 1.3 The allocation for this time period will be \$26,000. Payments will be made in four equal amounts. This amount includes \$2,400 that is considered rent for the kitchen and dining room space for the Senior Dinner Program meal site. The remainder of the funds will be used to support the Senior Center program expenses. It is understood that ARAYC will pay for ½ of the repairs to the kitchen equipment that it uses provided there is notification of necessary repairs before they are made. ARAYC will also pay for the ice used by the Senior Dinner Program semi annually.
- 1.4 This agreement may be modified by a written amendment signed by an authorized representative of both parties, and attached to the original of this contract.
- 1.5 Either party, without cause, may terminate this agreement by written notice sixty (60) days in advance.

SECTION 2 REPORTS AND RECORDS

- 2.1 All financial and supporting documents regarding the use of these funds shall be available at anytime to the ARAYC upon request from the ARAYC auditor.
- 2.2 A monthly report of individual participants at the senior center will be submitted to the YCCOA office no later than 10 working days into the next month. This will include name and birthdate of each participant.

SECTION 3 REPRESENTATIVE

- 3.1 The ARAYC representative shall be Bea Ann Melichar, Executive Director or her representative. The City of Billings representative shall be the Parks, Recreation and Public Lands Director or his representative.

SECTION 4 SENIOR NEWS

- 4.1 The monthly ARAYC publication, "Senior News", shall be available to all participants of the center and is not subject to their membership in any organization. News specific to the Billings Community Center shall be included in the publication each month and will follow guidelines established by ARAYC for setup, font size and content with upcoming events, activities and speakers featured. News is subject to review and editing by the ARAYC Executive Director and or her designee. Refer to the schedule sent out the first of each year for the date of submittal of the information. There will be a charge for additional space in the Senior News.

SECTION 5 TRAINING/PLANNING MEETINGS

- 5.1 A representative of the Billings Community Center will attend planning or training meetings as necessary in relationship to these funds, provided there is adequate notification of such meetings.

SECTION 6 IDENTIFICATION ON PUBLICATIONS

- 6.1 Any written materials the Billings Community Center produces that lists the sources of funding for their program shall also include the Adult Resource Alliance of Yellowstone County.

This AGREEMENT is hereby signed and entered into by both parties:

Bea Ann Melichar Date 7/12/13
Bea Ann Melichar, Executive Director

City of Billings Representative Date _____

Regular City Council Meeting

Meeting Date: 08/12/2013

TITLE: Approval of Sale of Tract 2, C/S 3426, to Shawn L. and Jill R. Egan

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

On February 22, 2010, City Council approved Resolution of Intent #10-18913 to sell the subject property and set a public hearing date of March 22, 2010. The public hearing was held on March 22, 2010 and City Council approved Resolution 10-18922 authorizing City staff to sell C/S 3426, Tract 2 located at 2229 Blue Creek Road. Over the past 3 years, pursuit of the property sale had been on hold while the property was considered as a potential site for another City facility. Once the property was no longer being considered for that facility, staff advertised the property for sale. After not receiving an offer on the property during an April, 2013 advertising period, the property was advertised again on four consecutive Sundays in June, and the following four offers were received on July 12, 2013:

Shawn L. and Jill R. Egan	\$250,000
Larry V. Larsen	\$165,000
Jerry Jones	\$100,000
Steven Fosjord	\$ 10,000

As shown on the attached plat, C/S 3426, Tract 2 has an area of 10.9 acres. Tract 1 is 0.5 acre in size, contains the Briarwood Sewer Lift Station and will be retained by the City. Tracts 1 and 2 were purchased by the City for \$550,000 in the summer of 2006 for the purpose of siting and constructing the lift station. With construction of the lift station, the Public Works Department satisfied its facility needs at the site and believes the remaining property (Tract 2) would better serve the public if sold and developed privately.

Beyond approval by City Council and development of an acceptable sales agreement, sale of the property is contingent upon the buyers executing a Perpetual Right-of-Way Easement for the existing and proposed gravity sanitary sewer mains located within the property as shown on the attached plat. Shawn and Jill Egan have been notified that they submitted the highest offer, and they appear agreeable to the described contingencies.

ALTERNATIVES ANALYZED

The Council may:

- Approve the sale of C/S 3426, Tract 2; or
- Do not approve the sale of C/S 3426, Tract 2.

If the property sale is not authorized, the City will continue to hold a property that it no longer needs.

FINANCIAL IMPACT

To this point, minor mailing and advertising costs have been incurred. Proceeds from the sale will go to the wastewater fund.

RECOMMENDATION

Staff recommends that Council approve the sale of C/S 3426, Tract 2 to Shawn L. and Jill R. Egan in the amount of \$250,000 contingent upon execution of an acceptable sales agreement and Perpetual Right-of-Way Easement agreement for the existing and proposed gravity sanitary sewer mains located within the property.

APPROVED BY CITY ADMINISTRATOR

Attachments

C/S 3426 Plat

Resolution of Intent to Sell #10-18913

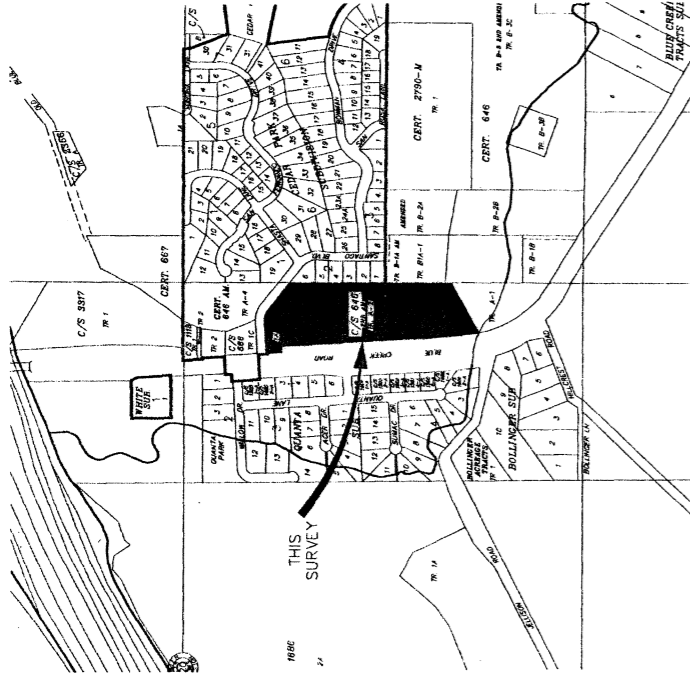
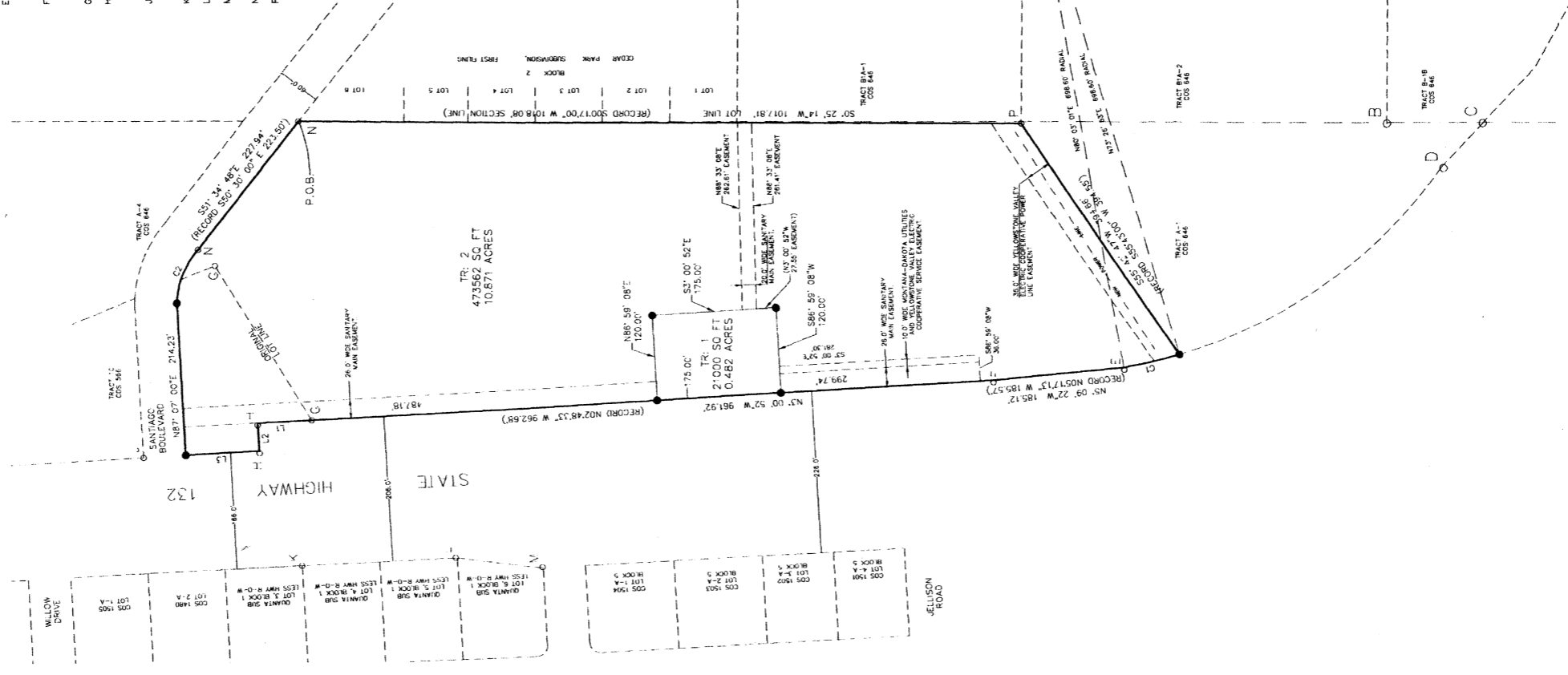
Resolution Authorizing Sale #10-18922

CERTIFICATE OF SURVEY NO. 3426
 BEING TRACT 1A OF AMENDED TRACT ONE OF THE SECOND AMENDMENT OF CERTIFICATE OF SURVEY NO.566 AND
 TRACT A-2 OF CORRECTED 2ND AMENDED TRACTS A-1 & A-2 OF CERTIFICATE OF SURVEY NO. 646
 SITUATED IN IN THE SE 1/4, SECTION 20, T.1S., R.26E., P.M.M., YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: THE CITY OF BILLINGS
 PREPARED BY: THE CITY OF BILLINGS
 SCALE: 1"=100' DATE: APRIL, 2009

BASIS OF BEARINGS:
 CORRECTED 206 AMENDED TRACTS A-1 & A-2 OF CERTIFICATE
 OF SURVEY NO. 646, EAST SECTION LINE OF SECTION 20
 PER DOC #1171064 (S 001°7'00" W).
 NOTE: THE EAST SECTION LINE OF SECTION 20 T.1S., R.26E., P.M.M.,
 YELLOWSTONE COUNTY, MONTANA WAS USED AS BASIS OF BEARINGS,
 HOWEVER, FROM FOUND MONUMENTS ALONG THE EAST LINE OF THE
 CORRECTED 2ND AMENDED TRACTS A-1 & A-2 OF CERTIFICATE
 OF SURVEY NO. 646 THE MONUMENTS DO NOT FALL ON THE SECTION LINE.

- c = FOUND PROPERTY CORNER AS NOTED
- SET 5/8" x 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF UNDERSIGNED LAND SURVEYOR



VICINITY MAP
 NOT TO SCALE

MONUMENT LEGEND

A	FOUND BRASS CAP SECTION CORNER COMMON TO SECTIONS 20 & 21, T.1S., R.26E., P.M.M., 1.0' ABOVE GROUND AND LEANING IN NE DIRECTION
B	FOUND YPC 'KOSZUTA', 1.1' OFF OF SECTION LINE
C	FOUND YPC SS&G 0.8' OFF OF SECTION LINE
D	FOUND 5/8" REBAR SET BY M.D.O.T. 3.0' TOWARD CENTERLINE OFF FLUSH WITH GROUND BEING 3.0' OFF OF REBAR
E	FOUND 5/8" REBAR SET BY M.D.O.T. 3.0' TOWARD CENTERLINE OFF FLUSH WITH GROUND BEING 3.0' OFF OF REBAR
F	FOUND 5/8" REBAR BENT BURIED 1.0' BELOW GROUND SET BY M.D.O.T. 3.0' TOWARD CENTERLINE OFF FLUSH WITH GROUND BEING 3.0' OFF OF REBAR
G	FOUND 1" IRON PIPE
H	FOUND 5/8" REBAR SET BY M.D.O.T. 3.0' TOWARD CENTERLINE OFF OF ACTUAL R/W EXISTING R/W MONUMENT FOUND SHEARED OFF FLUSH WITH GROUND BEING 3.0' OFF OF REBAR
J	FOUND REBAR BURIED 1.0' BELOW GROUND BEING THE SW CORNER OF TRACT 1C OF AMENDED TRACT ONE OF THE SECOND AMENDMENT TO CERTIFICATE OF SURVEY 566
K	FOUND YPC UNREADABLE
L	FOUND CONCRETE R/W NO REBAR TOWARD CENTERLINE
M	FOUND EXISTING R/W MONUMENT SHEARED OFF FLUSH WITH GROUND BENT REBAR TOWARD CENTERLINE
N	FOUND YPC SS&G
P	FOUND YPC SS&G 2.44' OFF OF SECTION LINE

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	80.50	698.60	6°36'08"	N13°15'03"W	80.46
C2	82.8'	120.00	39°32'16"	S68°15'44"E	81.17

CERTIFICATE OF SURVEYOR
 STATE OF MONTANA)
 County of Yellowstone)

The undersigned, a Montana Registered Land Surveyor, being first duly sworn, deposes and says that during the month of April, 2009, a survey was performed under my supervision of a tract of land to be known as CERTIFICATE OF SURVEY _____ situated in the SE 1/4 of Section 20, T. 1 S., R. 26 E., P.M.M., Yellowstone County, Montana, said tract being more particularly described as follows:

Beginning at the northeast corner of Tract A-2, of Corrected 2nd Amended Tracts A-1 & A-2 of Certificate of Survey No. 646, under Document No. 1171064; thence S 00°25'14" W for a distance of 107.81 feet; thence S 55°42'47" W for a distance of 394.66 feet; thence along a non-tangent curve to the right with a radius of 698.60 feet and an arc length of 80.50 feet (chord bearing N 13°15'03" W chord length 80.46 feet); thence N 05°02'52" E for a distance of 104.20 feet; thence S 88°55'02" W for a distance of 82.81 feet; thence N 02°55'35" W for a distance of 104.20 feet; thence N 87°07'00" E for a distance of 214.23 feet; thence along a curve to the right with a radius of 120.00 feet and an arc length of 82.81 feet (chord bearing S 68°15'44" E chord length 81.17 feet); thence S 51°34'48" E for a distance of 227.94 feet to the Point Of Beginning.

In conference with Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being, in accordance with an order of the Montana Board of Surveyors, that the monuments found and set are of the character and occupy the positions shown thereon and that the gross and net area of 11.3533 acres.

CITY OF BILLINGS
 By: [Signature]
 Montana Registration No. 117513.L.S.
 Date: JUNE 15 DA 2009

On this 15 day of JUNE, 2009, before me the undersigned Notary Public for the State of Montana, personally appeared Timothy A. Grant, known to me to be the person who signed the foregoing Certificate of Surveyor and acknowledged to me that he executed the same. Witness my hand and seal the day and year herein above written.

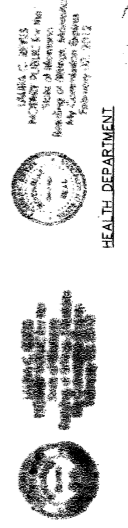
[Signature]
 Notary Public in and for the State of Montana
 Residing in BILLINGS
 My commission expires September 28, 2012

PURPOSE OF SURVEY
 The undersigned hereby certifies that the purposes of this survey is to relocate a boundary line and creating a tract of land for a utility site. The survey is exempt from review as a subdivision pursuant to 76-3-207(3)(G), M.C.A. "properties" and 76-3-201 (1)(h) tract 1 is created for rights-of-way or utility sites.
 Further, this survey is exempt from review by the Department of Environmental Quality pursuant to 76-4-252(c) "the exclusions listed in 76-4-201 and 76-3-204"
 Said tract is known and designated as TRACT 1 of CERTIFICATE OF SURVEY _____

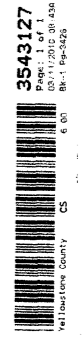
CITY OF BILLINGS, MONTANA
 By: [Signature]
 Title: Mayor

On this 25 day of June, 2009, before me the undersigned Notary Public for the State of Montana, personally appeared [Signature], known to me to be the person who signed the foregoing Certificate of Surveyor and acknowledged to me that he executed the same. Witness my hand and seal the day and year herein above written.

[Signature]
 Notary Public in and for the State of Montana
 Residing in _____
 My commission expires _____



HEALTH DEPARTMENT
 Riverstone Health Office/Authorized Representative
 Yellowstone City/County Health Department



Easement # 3543128
 Easement # 3543129

CERTIFICATE OF COUNTY ATTORNEY
 STATE OF MONTANA)
 County of Yellowstone)

This document has been reviewed by the County Attorney's office and is acceptable as to form.

Reviewed by: [Signature]
 DATE: June 25, 2009

CERTIFICATE OF COUNTY TREASURER
 I hereby certify that all real property taxes and special assessments have been paid per 76-3-207(3), M.C.A.

Date: June 25, 2009
 Yellowstone County Treasurer
 By: [Signature]
 Deputy



RESOLUTION 10-18913

A RESOLUTION PURSUANT TO BILLINGS, MONTANA CITY CODE, ARTICLE 22-900: SALE, DISPOSAL OR LEASE OF CITY PROPERTY, DESCRIBING THE PROPERTY TO BE SOLD, DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE PROPERTY AND AUTHORIZING CITY OFFICIALS TO PROCEED.

WHEREAS, the City of Billings finds it necessary or desirable to dispose of property it currently owns, located along **Blue Creek Road** and described as Tract 2 of Certificate of Survey No. ____; Being Tract 1A of Amended Tr. 1 of the 2nd Amendment of C/S No. 566 and Tr. A-2 of Corrected 2nd Amended Tr. A-1 and A-2 of C/S No. 646 Situated in the SE ¼, Section 20, T1S, R26E, PMM, Yellowstone County, MT

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

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

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

PUBLIC HEARING. The public hearing date has been set for **March 22, 2010** at 6:30 o'clock p.m. in the Council Chambers, located on the Second Floor of the Police Facility, 220 North 27th Street, Billings, Montana. The City Clerk is hereby directed to publish notice of the public hearing in **The Billings Times** in its regular issue on **March 4 and March 11, 2010** and to mail a copy of such notice to all property owners within the three hundred (300) foot notification area.

APPROVED AND PASSED by the City Council of the City of Billings this 22nd day of February, 2010.

THE CITY OF BILLINGS:



BY: Thomas W. Hanel, Mayor
Thomas W. Hanel, MAYOR

ATTEST:

BY: Cari Martin
Cari Martin, CITY CLERK

RESOLUTION 10-18922

A RESOLUTION PURSUANT TO BILLINGS, MONTANA CITY CODE, ARTICLE 22-900: SALE, DISPOSAL OR LEASE OF CITY PROPERTY, DESCRIBING THE PROPERTY TO BE DISPOSED OF, 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 property it currently owns located along Blue Creek Road and described as Tract 2 of Certificate of Survey No. 3246; Being Tract 1A of Amended Tr. 1 of the 2nd Amendment of C/S No. 566 and Tr. A-2 of Corrected 2nd Amended Tr. A-1 and A-2 of C/S No. 646 Situated in the SE ¼, Section 20, T1S, R26E, PMM, Yellowstone County, MT

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 22nd day of March, 2010;

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 the sale of property in currently owns located at 2229 Blue Creek Road under the requirements of Section 22-902 of the Billings, Montana City Code.

APPROVED AND PASSED by the City Council of the City of Billings, Montana this 22nd day of March, 2010.



THE CITY OF BILLINGS:

BY: Thomas W. Hanel
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin
Cari Martin, City Clerk

Regular City Council Meeting**Meeting Date:** 08/12/2013**TITLE:** Transportation Alternatives Program Projects**PRESENTED BY:** Candi Beaudry**Department:** Planning & Community Services**Information****PROBLEM/ISSUE STATEMENT**

Under the new Transportation Bill, MAP-21 (Moving Ahead for Progress in the 21st Century Act), funds have been appropriated for the Transportation Alternatives Program (TA). The TA program provides funding for on and off road pedestrian and bicycle facilities; infrastructure projects for improving non-driver access to public transportation, enhanced mobility, community improvement activities, and environmental mitigation; recreational trails program projects; safe routes to school projects; and projects for planning, designing, or constructing boulevards and other roadways in the right-of-way of former Interstate routes. The TA program replaces the Community Transportation Enhancement Program (CTEP) that was utilized for numerous non-motorized projects in Billings in the past.

Under the TA Program, project applications must be submitted by September 6, 2013, to the Montana Department of Transportation (MDT). This new program is a competitive grant process and applications are scored based on criteria set by MDT for the new program.

Staff has identified three projects within the City of Billings that meet the criteria under the new program:

- **Laurel Road Bike/Pedestrian Improvements** – New bike/pedestrian path on the north side of Laurel Road to connect King Avenue West existing bike/pedestrian facilities with the 6th Street Underpass. New pedestrian crossings with median refuge areas are included. It will replace median materials to enhance bike/pedestrian experience. The cost estimate for this project is \$1,416,000. Under the TA Program, local match for projects on urban routes are provided by the Montana Department of Transportation. This roadway is an urban route.
- **Broadwater Trail** - This project will enhance two significant trail systems by completing the last mile of trail to link them. The project includes a 10 foot wide, ADA accessible trail on Broadwater Avenue from 32nd Street West to Shiloh Road. The cost estimate for this project is \$421,469.89. Under the TA Program, local match for projects on urban routes are provided by the Montana Department of Transportation. This roadway is an urban route.
- **Highway 3 Pathway** – This project begins on North 27th Street at the terminus of the Swords Park Bike/Pedestrian Trail and Underpass and extends west 3,000 feet, approximately to Cactus Drive. It includes the development of an 8 foot wide, ADA accessible trail along the Rim top and Highway 3. Under the TA Program, local match for projects on urban routes are provided by the Montana Department of Transportation. This roadway is an urban route.

ALTERNATIVES ANALYZED

The Billings City Council may direct staff to submit the three described applications, to submit different applications or it may decline to participate in the Transportation Alternative Program.

FINANCIAL IMPACT

All three proposed projects are located on urban routes and therefore the local match will be provided by MDT. All projects have been reviewed by City Engineering, Planning staff, and the local MDT district. MDT supports the projects.

RECOMMENDATION

Staff recommends that the City Council authorize staff to submit applications for the Laurel Road Bike/Pedestrian Improvements, the Broadwater Trail and the Highway 3 Pathway projects to MDT for funding under the competitive TA Program.

APPROVED BY CITY ADMINISTRATOR

Attachments

[Laurel Road Bike/Ped Project Map](#)

[Broadwater Trail Map](#)

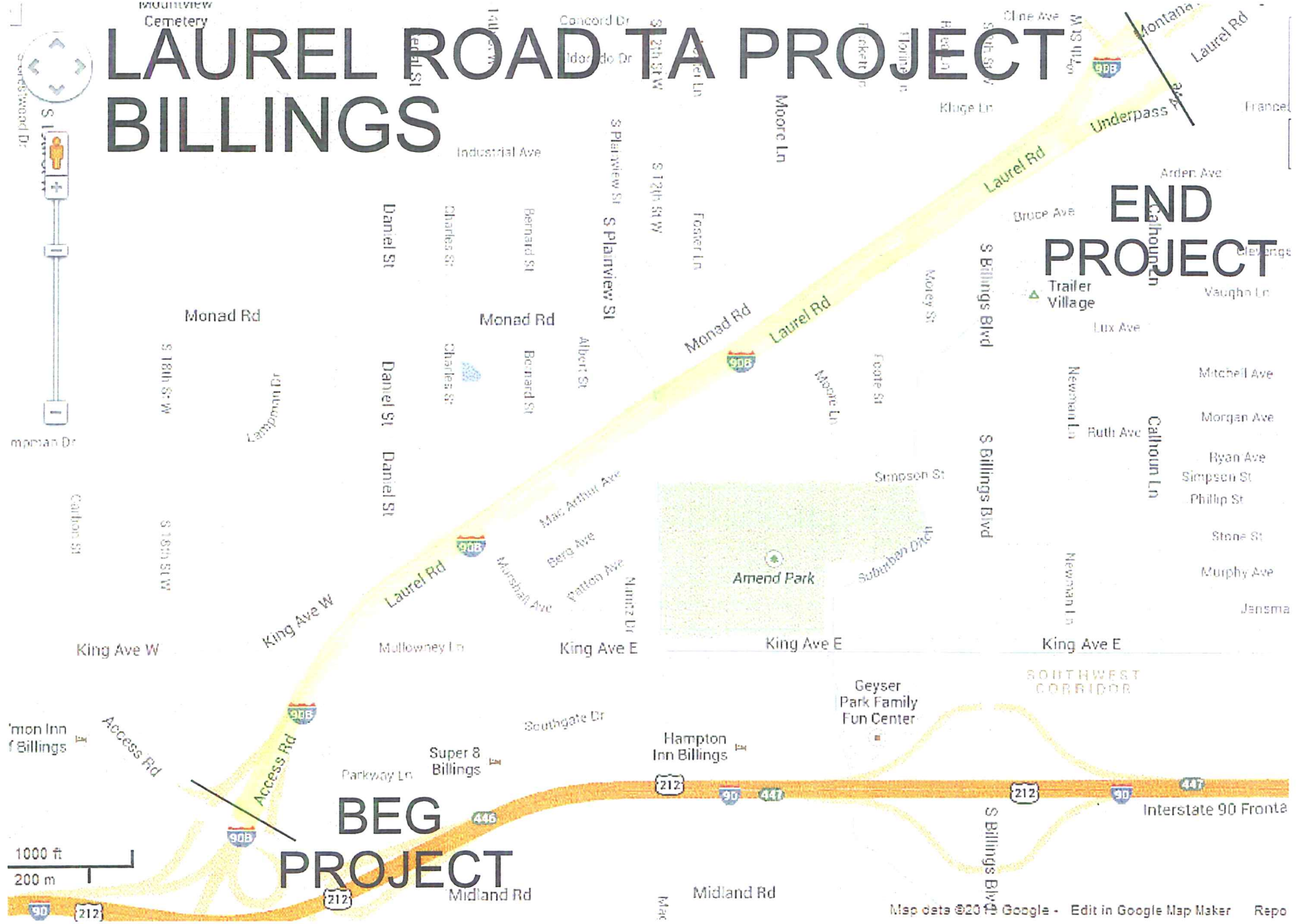
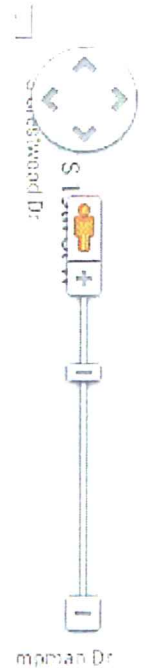
[Highway 3 Pathway Map](#)

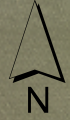
LAUREL ROAD TA PROJECT

BILLINGS

END PROJECT

BEG PROJECT





Existing Path along Shiloh

Proposed alignment of remaining path

Existing Path along Zimmerman Trail and along Broadwater (east of Zimmerman)

SHILOH RD

ZIMMERMAN TRL

BROADWATER AVE

37TH ST W

CUSTER AVE

36TH ST W

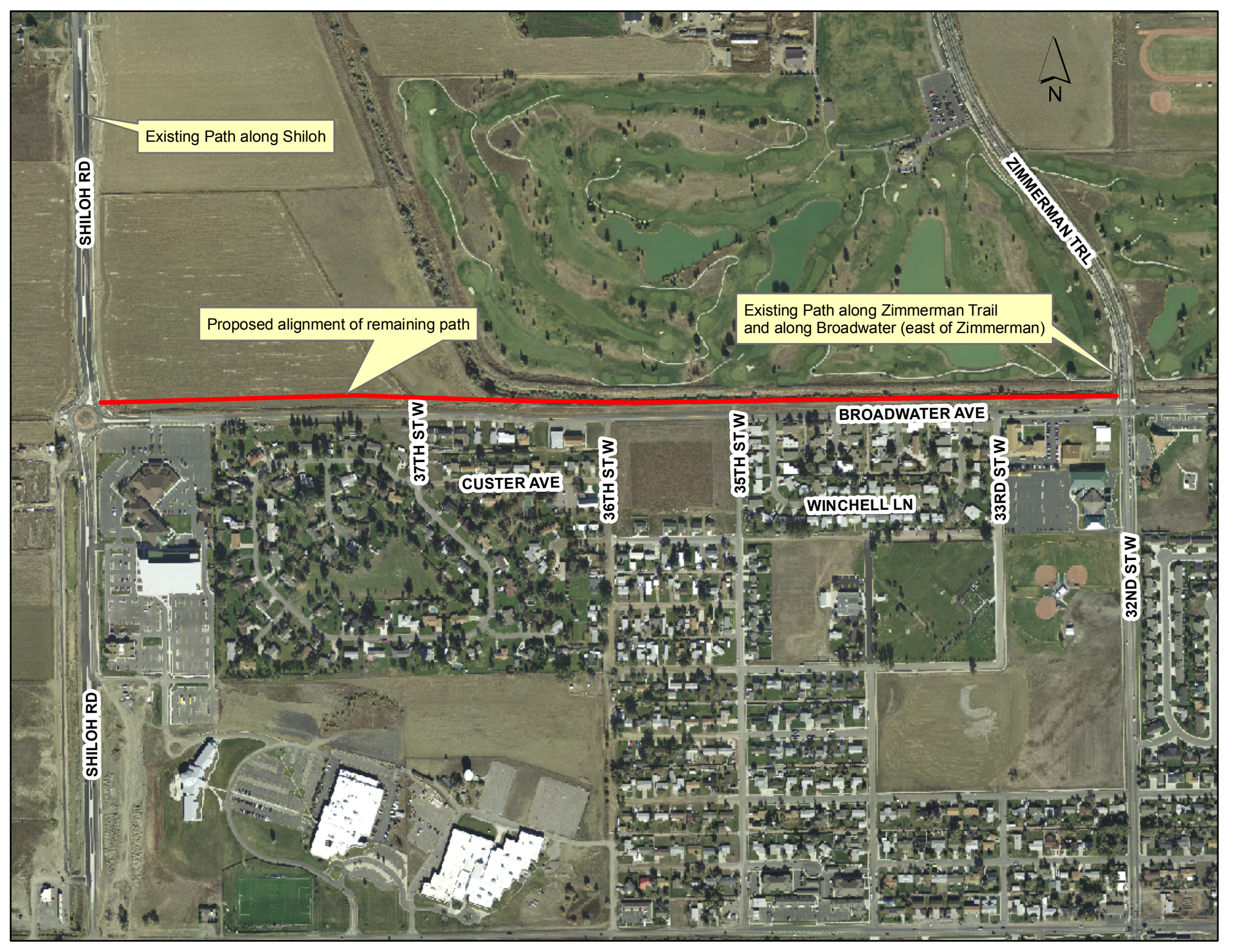
35TH ST W

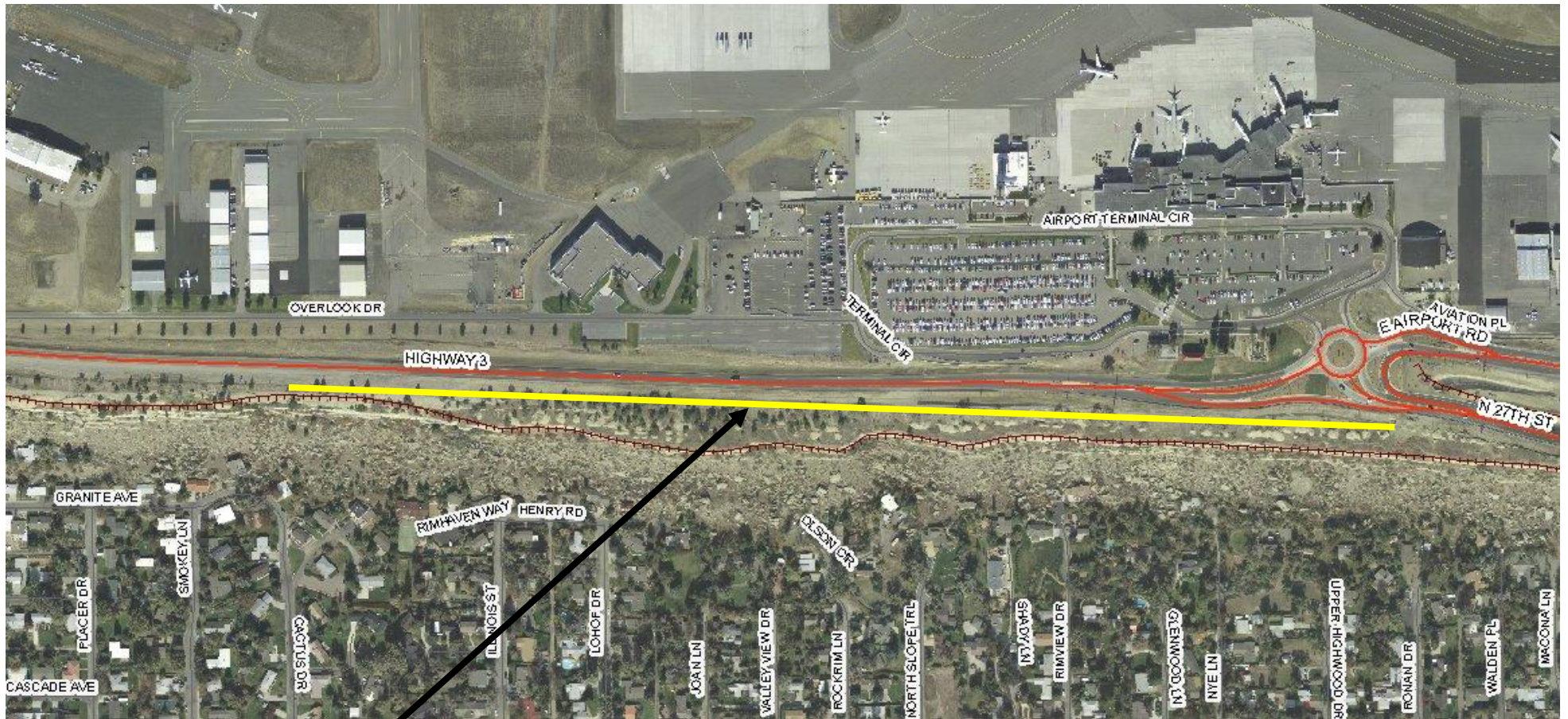
WINCHELL LN

33RD ST W

32ND ST W

SHILOH RD





Project Location

Approximately 3000 feet of 8 foot wide ADA pathway from the terminus of the Swords Park Path at North 27th Street to approximately Cactus Drive.

Regular City Council Meeting

Meeting Date: 08/12/2013

TITLE: 2013 JAG Application and Acceptance of Award in the amount of \$65,371

PRESENTED BY: Rich St. John

Department: Police

Information

PROBLEM/ISSUE STATEMENT

The City has been notified that funding is available for the 2013 Justice Assistance Grant (JAG). This \$65,371 grant is a joint application between the Billings Police Department and the Yellowstone County Sheriff's Office, with the Billings Police Department acting as administrator of the grant. The Yellowstone County Sheriff's Office (YCSO) will use its \$10,725 allocation to purchase a stun belt, thermal imaging camera, and a Zodiac style raft. The Police Department plans to use its \$54,646 allocation to purchase interior patrol car equipment, patrol rifle ammunition, 2 radar units, 4 Tasers, JustWare software, 5 Glocks, bike patrol, ceremonial and honor guard uniforms, as well as other supplies and promotional materials.

The attached Interlocal Agreement has been approved by the County Commissioners. The Interlocal Agreement is part of the application submittal. Staff is requesting Council approval to submit the application, accept the \$65,371 grant award, approve the interlocal agreement with Yellowstone County and authorize the Mayor to sign the award documents when they are received.

ALTERNATIVES ANALYZED

Council may:

- Approve the application and acceptance of award of the 2013 JAG Grant in the amount of \$65,371; or
- Not approve the application and acceptance of award of the 2013 JAG Grant in the amount of \$65,371. This action would result in the City's General Fund having to absorb costs to maintain patrol cars and ammunition.

FINANCIAL IMPACT

There will be no cost to the City as no match is required.

RECOMMENDATION

Staff recommends that the City Council approve the 2013 JAG application submission in the amount of \$65,371, accept the grant award, approve the interlocal agreement with Yellowstone County and authorize the Mayor to sign the award documents when they are received.

APPROVED BY CITY ADMINISTRATOR

Attachments

Interlocal Agreements



**THE STATE OF MONTANA, COUNTY OF YELLOWSTONE
INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BILLINGS, AND YELLOWSTONE COUNTY
2013 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
\$65,371 #2013-H5526-MT-DJ**

This Agreement is made and entered into this ____ day of _____, 2013, between the City of Billings (CITY) acting through its Mayor, and Yellowstone County (COUNTY) acting through its Chairman of the Board of County Commissioners.

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party, and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the City agrees to provide the County \$10,725.00 from the JAG award.

WHEREAS, the CITY and the COUNTY will file a joint application with the CITY serving as applicant/fiscal agent for the JAG funds.

WHEREAS, the CITY and the COUNTY believe it to be in their best interests and the best interests of both of them to reallocate the JAG funds in this matter so as to continue to qualify for future JAG awards and in order to maximize the benefit from this 2013 JAG award.

NOW THEREFORE, the CITY and COUNTY agree as follows:

The purpose of this agreement is to provide a binding promise by the City of Billings to share the proceeds of a \$65,371.00 JAG award with the County of Yellowstone.

This agreement shall commence on the date the Justice Assistance Grant (JAG) is funded by the U.S. Department of Justice, and the funds are received by the City, and it shall terminate on September 30, 2016, unless the parties mutually agree, in writing, to an earlier termination date. This cooperative undertaking shall be financed exclusively from the JAG proceeds. CITY agrees to pay the COUNTY a total of \$10,725.00 of JAG funds. The COUNTY agrees to use \$10,725.00 for the program between the date of this agreement and September 30, 2016, the last day on which these funds may be spent, according the terms of the JAG.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY or COUNTY. Each party to this agreement will be responsible for its own actions in providing services under this Agreement and will save the other party harmless from and defend and indemnify them for any claims that arise due to or on account of any activities that are funded in whole or in part by JAG proceeds, and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement. No separate legal entity shall be created by this contract. The accounting for funds received by each of the local governing bodies shall be done by the City of Billings Finance Department and the County of Yellowstone Sheriff's Office, respectively. The City of Billings Financial Services Manager shall administer the disbursement of JAG proceeds in cooperation with the County of Yellowstone Sheriff's Office. No personnel costs will be funded from these proceeds by either party so neither party will be required to file reports or make payments of retirement system contributions pursuant to §19-2-506, MCA.

In the event that any payment that is expected to be made pursuant to this JAG is not received by the City of Billings, or in the event that either party violates the terms of this Interlocal Agreement, either party may terminate this agreement by giving written notice to the mayor (for notice to the City) or to the commission chair

(for notice to the County) of the manner in which the other party has violated the provisions hereof. If a party so notified does not remedy the default within fifteen (15) days of receipt of the notice of the violation, then the party giving notice of the violation is released and discharged from any further obligation under this agreement and the agreement is of no further legal effect.

By entering into the Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

City of Billings, Montana

County of Yellowstone

/s/ Thomas W. Hanel, Mayor

/s/ Bill Kennedy, Chairman
Yellowstone County Commissioners

APPROVED AS TO FORM:

/s/ Kelly Addy
City Attorney's Office

/s/ Kevin Gillen
Yellowstone County Attorney's Office

Regular City Council Meeting

Meeting Date: 08/12/2013

TITLE: Resolution Amending Resolution No. 12-19192 Parking Rates

PRESENTED BY: Bruce McCandless, Asst. City Administrator

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The Parking Advisory Board (PAB) recommends that the City Council amend the current parking fee resolution so that Parking can charge a parking permit fee for up to 12-hour, on-street parking permits. The current resolution allows fees to be set for 10-hour meters but the PAB wants to remove 10-hour meters and replace them with limited time, signed parking. The Council will also consider an ordinance that allows the City Administrator to establish those long term, limited time parking zones. The City Administrator would set the monthly fee, which the PAB recommends be \$20/month.

ALTERNATIVES ANALYZED

The City Council may approve, amend or disapprove the resolution. If the Council does not approve the resolution, the City may be unable to charge for the parking permits.

FINANCIAL IMPACT

There would be approximately 100 signed parking spaces and at \$20/month, the parking spaces could produce up to \$24,000/yr., plus enforcement revenue.

RECOMMENDATION

The Parking Advisory Board recommends that the City Council approve the resolution that allows the City Administrator to establish monthly parking fees for on-street, up to 12-hour parking spaces.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 08/12/2013

TITLE: Resolution Referring Ordinance 13-5611, Amending the Billings City Charter, to the November 5, 2013 Ballot

PRESENTED BY: Bruce McCandless, Asst City Administrator

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

On July 8, 2013 the City Council approved Ordinance No. 13-5611, which amends the City Charter so that boards, commissions and committees may have administrative duties if allowed by state or federal law or interlocal agreement. All charter amendments must be confirmed by a majority of voters in a regular or special election. The attached resolution refers this ordinance to Billings electors at the next regular municipal election, scheduled for November 5, 2013. It also contains the election ballot statement.

ALTERNATIVES ANALYZED

There are no viable alternatives because all charter amendments must be confirmed by Billings voters and the City is responsible for drafting the ballot question.

FINANCIAL IMPACT

There is little or no cost for this part of the election. The City is obligated to conduct a governing board election and adding this ballot question will not require printing, distributing or counting any additional ballots. The election will cost the City \$60,000 - \$70,000.

RECOMMENDATION

Staff recommends that the City Council approve the Resolution that refers Ordinance No. 13-5611 to the municipal election on November 5, 2013.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 08/12/2013
TITLE: Zone Change 913 - 2nd reading
PRESENTED BY: Candi Beaudry
Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

This is a zone change request from Community Commercial (CC) to Residential Manufactured Home (RMH) on Lot 13 of Kuhlman Subdivision, an 8,832 square foot parcel of land. The property is owned by Duane and Carol Long (Long Brothers Trucking) and the agent is Heather Long. The property is one lot in a group of lots used by Long Brothers Trucking for material storage and truck repairs. Lot 13 had a manufactured home in the past but the last manufactured home was removed more than 1 year ago and another manufactured home cannot be re-established except through a zone change. The owners conducted a pre-application neighborhood meeting on May 22, 2013, at the subject property. The Zoning Commission conducted a public hearing on July 2, 2013, and is forwarding a recommendation of approval on a 4-0 vote. The City Council conducted a public hearing on July 22, 2013, and approved the zone change on first reading.

ALTERNATIVES ANALYZED

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

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

FINANCIAL IMPACT

Approval of the zone change will lower the fees assessed on this lot for arterial construction and storm water system maintenance.

RECOMMENDATION

The Zoning Commission recommends that the City Council approve Zone Change 913 and adoption of the findings of the 10 criteria on a 4-0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance

ORDINANCE NO. 13-_____
AN ORDINANCE AMENDING THE ZONE CLASSIFICATION
FOR Lot 13, Kuhlman Subdivision generally located at 441
Josephine Drive

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

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC*, provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.
2. DESCRIPTION That Lot 13, Kuhlman Subdivision is presently zoned **Community Commercial (CC)** and is shown on the official zoning maps within these zones.
3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcel** is hereby changed from **Community Commercial (CC) to Residential Manufactured Home (RMH)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Residential Manufactured Home (RMH)** as set out in the Billings, Montana City Code.
4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading July 22, 2013.

PASSED, ADOPTED AND APPROVED on second reading August 12, 2013.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin, City Clerk
Zone Change #913 – 441 Josephine Drive

Regular City Council Meeting

Meeting Date: 08/12/2013
TITLE: Zone change 914 - 2nd reading
PRESENTED BY: Candi Beaudry
Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

This is a zone change request from Residential 9,600 (R-96) to Residential 8,000 (R-80) on proposed Lot 1, Block 4, Falcon Ridge Estates Subdivision 2nd Filing, a 1.67 acre parcel of land. The property is owned by Falcon Ridge II, LLC and the agent is Dennis Buscher. The owners conducted a pre-application neighborhood meeting on May 23, 2013, at the Yellowstone Country Club. The Zoning Commission conducted a public hearing on July 2, 2013, and is forwarding a recommendation of approval on a 3-0-1 vote. The City Council conducted a public hearing on July 22, 2013, and approved the zone change on 1st reading.

ALTERNATIVES ANALYZED

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

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

FINANCIAL IMPACT

If the zone change is approved, the fees assessed to the property for arterial construction and storm water system maintenance will increase.

RECOMMENDATION

The Zoning Commission recommends that the City Council approve Zone Change 914 and adopt the findings of the 10 criteria on a 3-0-1 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance

ORDINANCE NO. 13-_____
AN ORDINANCE AMENDING THE ZONE CLASSIFICATION
FOR proposed Lot 1, Block 4, Falcon Ridge Estates, 2nd
Filing generally located on Peregrine Lane

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

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC*, provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.
2. DESCRIPTION That proposed Lot 1, Block 4 of Falcon Ridge Estates Subdivision, 2nd Filing is presently zoned **Residential 9,600 (R-96)** and is shown on the official zoning maps within these zones.
3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcel** is hereby changed from **Residential 9,600 (R-96) to Residential 8,000 (R-80)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Residential 8,000 (R-80)** as set out in the Billings, Montana City Code.
4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading July 22, 2013.

PASSED, ADOPTED AND APPROVED on second reading August 12, 2013.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin, City Clerk
Zone Change #914 – Lot 1, Block 4, Falcon Ridge Estates Subdivision, 2nd Filing

Regular City Council Meeting

Meeting Date: 08/12/2013

TITLE: Skyview Ridge Subdivision, 1st Filing: Preliminary Plat Approval Extension Request

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

Skyview Ridge Subdivision, 1st Filing is a proposed subdivision that would create 15 lots on approximately 63 acres of land, south of Wicks Lane, west of Governor's Boulevard, and north of Constitution and Kootenai Avenues in the Heights. The property is part of a larger master planned area (288 acres in total) owned by the Montana Department of Natural Resources and Conservation (DNRC) and managed as school trust land. City Council granted conditional approval of the preliminary plat of Skyview Ridge Subdivision, 1st Filing, on August 13, 2007. Section 23-302(M) of the City Subdivision Regulations stipulates that the conditional approval of preliminary plats shall be in force for not more than three years, unless a request for an extension is received and approved by City Council. The City Council may issue more than one extension.

The three-year preliminary plat approval period was to expire August 13, 2010. At its meeting on July 12, 2010, City Council granted the DNRC a request for a one-year extension of the preliminary plat approval period to August 13, 2011 (at that time state law only allowed for a one-year extension). In late June 2011, after updates to state law allowed for further extensions, the DNRC requested a second extension to the preliminary approval period, for two additional years, in anticipation of better market conditions. City Council granted this extension on July 25, 2011, moving the new preliminary plat approval expiration date to August 13, 2013.

The owner has completed many of the conditions of approval for the final plat, including a Park Master Plan for the entire master plan area. Additionally, they have entered into a contract with Sanderson Stewart to prepare the final plat and documents for immediate processing. However, it is unlikely that these final documents will be completed prior to the August 13th expiration date. As such, the owner requests one additional six-month extension to the preliminary plat approval (see attachment). The new expiration would be January 13, 2014.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the request to extend the preliminary plat approval for six more months; or
- Deny the request to extend the preliminary plat approval for six more months.

FINANCIAL IMPACT

Platting 15 lots that are currently tax exempt and reselling them to private individuals would increase the tax revenues for the City. Allowing the subdivider up to six more months to prepare the final plat documents for approval and recording should not have any direct financial impact to the City.

RECOMMENDATION

Planning staff recommends that the City Council approve the request for an extension of the preliminary plat approval date for Skyview Ridge Subdivision, 1st Filing, for six months, and set the new expiration date to January 13, 2014.

APPROVED BY CITY ADMINISTRATOR

Attachments

letter requesting extension

Preliminary Plat

DEPARTMENT OF NATURAL RESOURCES
AND CONSERVATION



STEVE BULLOCK, GOVERNOR

SOUTHERN LAND OFFICE

STATE OF MONTANA

PHONE: (406) 247-4400
FAX: (406) 247-4410

AIRPORT BUSINESS PARK
1371 RIMTOP DRIVE
BILLINGS, MT 59105-1978

23 July 2013

Juliet Spalding, AICP, Subdivision Coordinator
Planning & Community Services Department
510 North Broadway, 4th Floor
Billings, MT 59101

Dear Ms. Spalding:

This letter is written regarding Skyview Ridge Subdivision, 1st Filing which was granted preliminary plat approval by the Billings City Council on 13 August 2007. Since that time the plat has been extended twice, once on 12 July 2010 and the second time in 2011 and is presently set to expire on 13 August 2013.

The DNRC has contracted with Sanderson Stewart to prepare a final plat of Skyview Ridge Subdivision, 1st Filing and they are actively working on getting the final documents prepared. However, based on the review of these draft final documents that will be required from the City and the DNRC, we will not be able to file the plat before the expiration date. The DNRC is requesting a short extension of 6 months to allow for the final plat preparation, review and recordation.

The DNRC has also contracted with a local appraiser to update an appraisal of the property that was completed in 2009. This is being done to facilitate the sale of the residential portions of the subdivision in late 2013 to early 2014.

If you have any questions, please feel free to contact me at jbollman@mt.gov or 247-4404.

Cordially,

Jeff Bollman, AICP
Area Planner

Cc: Dennis Randall, Sanderson Stewart

Regular City Council Meeting

Meeting Date: 08/12/2013

TITLE: Josephine Crossing Subdivision, 4th Filing -- Preliminary Major Plat

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

On June 3, 2013, owner, McCall Development, Inc., applied for preliminary major plat approval for Josephine Crossing Subdivision, 4thFiling. The proposed subdivision creates 29 new lots for residential development of two previously platted large lots. The subject property is generally located south of Elysian Road, and east of Mullowney Lane, adjacent to the previous filings of Josephine Crossing Subdivision. The property is zoned Planned Development (PD) and the proposed lots will be developed in substantial compliance with the previously approved Planned Development Master Plan. The Yellowstone County Board of Planning reviewed the plat and conducted a public hearing at its July 23, 2013 meeting. Sanderson Stewart is the representing agent.

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 August 27, 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

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

BACKGROUND

General location: South of Elysian Road, and west of S. 12thSt. West in Josephine Crossing Subdivision.

Legal Description: Lot 23, Block 9 and Lot 1, Block 10, Josephine Crossing Subdivision, 3rd Filing.

Owner/Subdivider: McCall Development, Inc.

Engineer and Surveyor: Sanderson Stewart

Existing Zoning: PD
Existing land use: Vacant
Proposed land use: Single-family residential
Gross and Net area: 3.47 acres; 3.21 acres
Proposed number of lots: 29
Lot size: Max: 6,223 square feet
Min.: 4,080 square feet

Parkland requirements: In accordance with 76-3-621(6)(a), MCA the overall Planned Development Master Plan provides for land permanently set aside for park and recreational uses sufficient to meet the needs of the persons who ultimately reside in the development and meets or exceeds the 11% net land area dedication requirement. Specific to this filing, no additional private parkland is proposed to be provided.

Variance requested: No variances have been requested.

STAKEHOLDERS

A public hearing was conducted by the Yellowstone County Board of Planning on July 23, 2013. Property owners adjacent to the subject property were notified by certified mail of the hearing and a legal notice was published in the Billings Times. There were no public comments provided.

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 Josephine Subdivision, 4th 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. In order to mitigate potential impacts to public health and safety, a note shall be added to the 'Conditions that Run with the Land' section of the SIA as follows: "Lot owners should be aware that the Yellowstone River Channel Migration Study sponsored by the Yellowstone River Conservation District Council and the U.S. Army Corps of Engineers has identified areas which may be susceptible to erosion by the Yellowstone River. Owners are encouraged to review the extent to which bank erosion may pose a threat to structures built in this subdivision."
2. 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.
3. 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

Attachments

- Preliminary Plat
 - Findings of Fact
 - Aerial photo
 - Mayor's letter
-

PRELIMINARY PLAT OF JOSEPHINE CROSSING SUBDIVISION, FOURTH FILING

BEING LOT 23, BLOCK 9 & LOT 1, BLOCK 10 OF CORRECTED JOSEPHINE CROSSING SUBDIVISION, THIRD FILING
SITUATED IN THE NW1/4 OF SECTION 20, T. 1 S., R. 26 E., P.M.M.,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

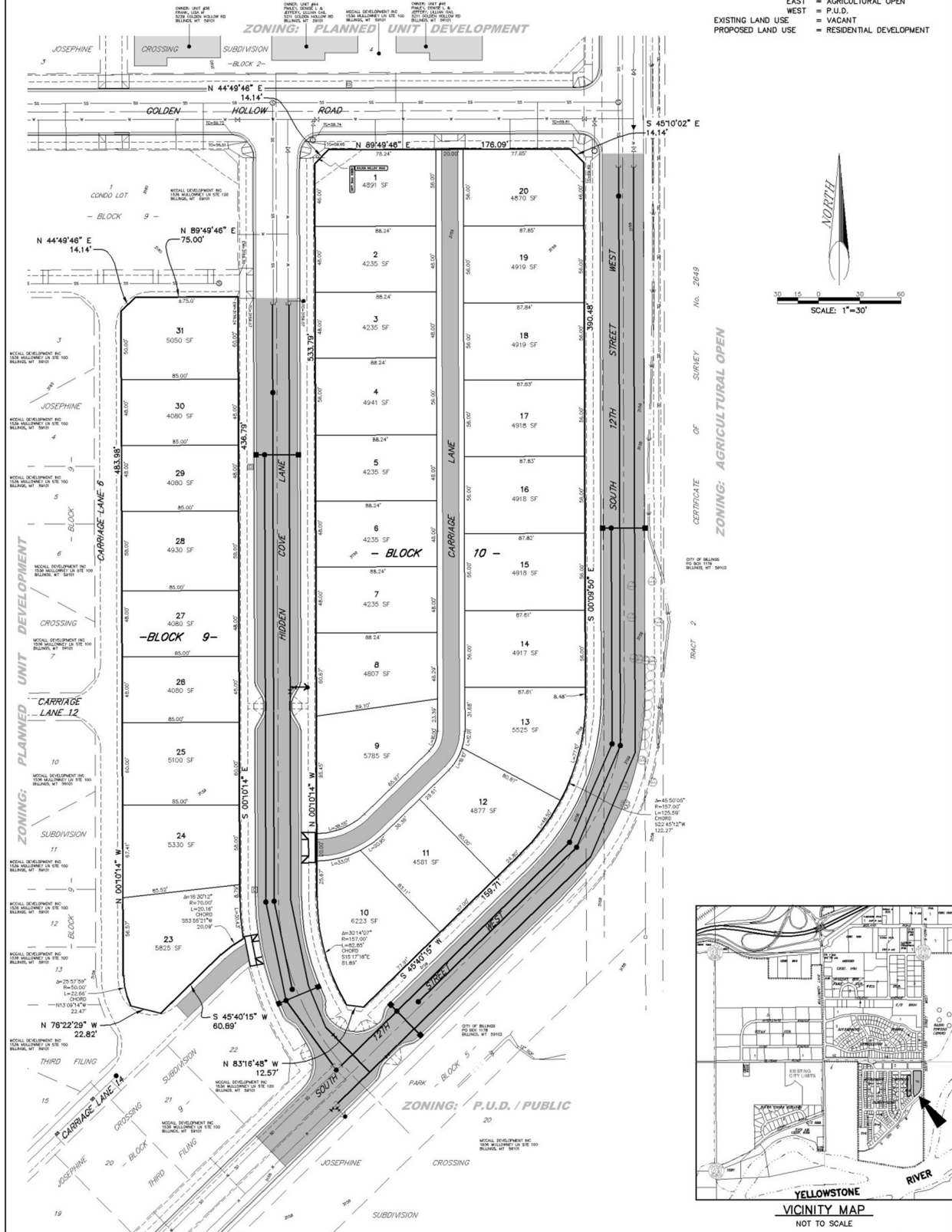
PREPARED FOR : McCALL DEVELOPMENT, INC.

APRIL, 2013

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA

PLAT DATA	
GROSS AREA	= 150,941 SF
NET AREA	= 139,739 SF
NUMBER OF LOTS	= 29
MINIMUM LOT SIZE	= 4,080 SF
MAXIMUM LOT SIZE	= 6,223 SF
LINEAL FEET OF STREETS	= 1560
PARKLAND REQUIREMENT	= 15,371 SF
PARKLAND DEDICATION	= MET WITH PREVIOUS FILINGS
EXISTING ZONING	= PLANNED UNIT DEVELOPMENT
SURROUNDING ZONING:	
NORTH	= P.U.D.
SOUTH	= P.U.D./PUBLIC
EAST	= AGRICULTURAL OPEN
WEST	= P.U.D.
EXISTING LAND USE	= VACANT
PROPOSED LAND USE	= RESIDENTIAL DEVELOPMENT



FINDINGS OF FACT – Josephine Crossing Subdivision, 4th Filing

The Planning staff has prepared on behalf of the Yellowstone County Board of Planning the Findings of Fact for the preliminary plat of Josephine Crossing Subdivision, 4th Filing and has provided them for review by the City Council, as follows:

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 2006. There are no irrigation facilities in this area. 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 NorthWestern Energy will provide electric services to the subdivision. Easements have been shown on the face of the plat that are acceptable to these utility providers. Many of the private utilities lines will go in the alleys.

- b. Storm water** – Storm water drainage for the public streets is proposed to be provided by curb and gutters that discharge into perforated storm water pipes and eventually to a detention pond south of the subdivision. Because the subsurface soils are alluvial gravels, a perforated pipe system will help disperse much of the stormwater to the groundwater prior to it reaching the off-site detention pond. These and all other drainage improvements shall 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.
- 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 proposed subdivision would complete the local street network for this subdivision master plan, by constructing the remainder of South 12th St. West and connecting Golden Hollow Road to South 12th St. West with Hidden Cove Lane. Both new streets will share an alley for garage access. The streets are proposed to be built to City standards by providing a 34-foot width, curb/gutters, and boulevard sidewalks. There is a mid-block crossing proposed on Hidden Cove Lane which is being reviewed by City Engineering. If Engineering deems this crossing unnecessary, it may be removed from the final plat and street design. There are also intersection bulb-outs at South 12th St. West to connect pedestrians to the natural park area and “Norm’s Island” to the south.

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. The developer had provided an update to the original TIS with the 3rd filing that included this property. City engineering was satisfied with this update, and has indicated that no further updates or mitigation measures will be necessary with this 4th Filing.

- e. Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire stations are located 476 6th St. West (Station #4) and 604 S. 24th St. West (Station #5). Fire Department staff has reviewed the proposal and has no concerns with it. The Billings Chief of Police noted in comments that “...Very close to established patrol area and police operation center.” The subdivision is located within the ambulance service area of American Medical Response (AMR).
- f. Schools** – School District #23 (Elysian Elementary) provides educational services to elementary through middle school students. Previous responses from Elysian indicated that due to their recent increase in student body (primarily from Josephine Crossing Sub. and Riverfront Pointe Sub. to the north), the district voters approved a \$250,000 school bond in 2011 and a then another \$10 million bond earlier this year in March. The school board is carrying out plans to build additional class rooms and common area at their current site, as well as improve the school’s water and sewer systems. The developers of Josephine Crossing have indicated that they are closely participating in these expansion plans. Senior High School (School District #2) would serve the high school children in this subdivision.
- 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. Additional provisions in the laws allow this dedication of parkland to be waived if “the subdivision provides for a planned unit development or other development with land permanently set aside for park and recreational uses sufficient to meet the needs of the persons who will ultimately reside in the development; and the land and any improvements set aside for park purpose equals or exceeds the area [otherwise required].” When the Josephine Crossing Master Plan was originally reviewed and the Planned Development documents were approved and adopted by the City, parkland provisions were established as an integral part of the neighborhood. Overall, more than

11% of the land area in the entire Planned Development is being provided for parkland, and the developers have improved the parkland with turf, irrigation, and numerous recreation facilities and features. This park area will be privately owned and maintained by the very active Homeowners' Association for the subdivision. There are no additions to the park system specific to this filing of the subdivision.

- 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 first filing of this subdivision. A note in the SIA acknowledges this, 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 the Yellowstone River. The 100-year flood plain as identified by FEMA is adjacent to the subject property, however none of it is located within the area of proposed subdivision. In addition to the flood plain mapping, a 'Channel Migration' study was completed in 2009 by the Yellowstone River Conservation District Council and the U.S. Army Corps of Engineers to evaluate previous river channel migration and postulate future possible changes. While no portion of the 4th filing is within an area identified as susceptible to erosion, the study provides good information for residents living near the river. As such it is recommended as a condition of approval that a note to this effect be added to the final SIA (**Condition #1**).

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

There should be no impacts to public health, safety and welfare as a result of this subdivision.

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 76-3-210, 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 Bikeway 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: Protect and increase the availability of public access to natural areas and trails along the River (p. 10).
- d. Goal: Safe, functional, and attractive streets for all users, including drivers, bicyclists and pedestrians (p. 13).
- e. Goal: Healthy, safe neighborhoods and communities with sense of pride (p. 15).

2. Urban Area Transportation Plan 2010 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. Billings Area Bikeways and Trail Master Plan (BABTMP)

The proposed subdivision lies within the jurisdiction of the BABTMP. A trail corridor on the south and east sides of the property exists within parkland dedicated to the City in the first filing of this subdivision. These trails connect the subdivision to “Norm’s Island” and Riverfront Park. It is presently a soft surfaced trail and no immediate plans to improve it have been proposed.

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 Josephine Crossing Planned Development zoning district. A Master Plan and Planned Development Agreement (PDA) were established in 2006 specifying land use allowances and restrictions. This proposal substantially complies with the Master Plan and PDA.

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 NWE 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 Hidden Cove Lane, South 12th Street West, and carriage lane connecting them.

CONCLUSIONS OF FINDINGS OF FACT

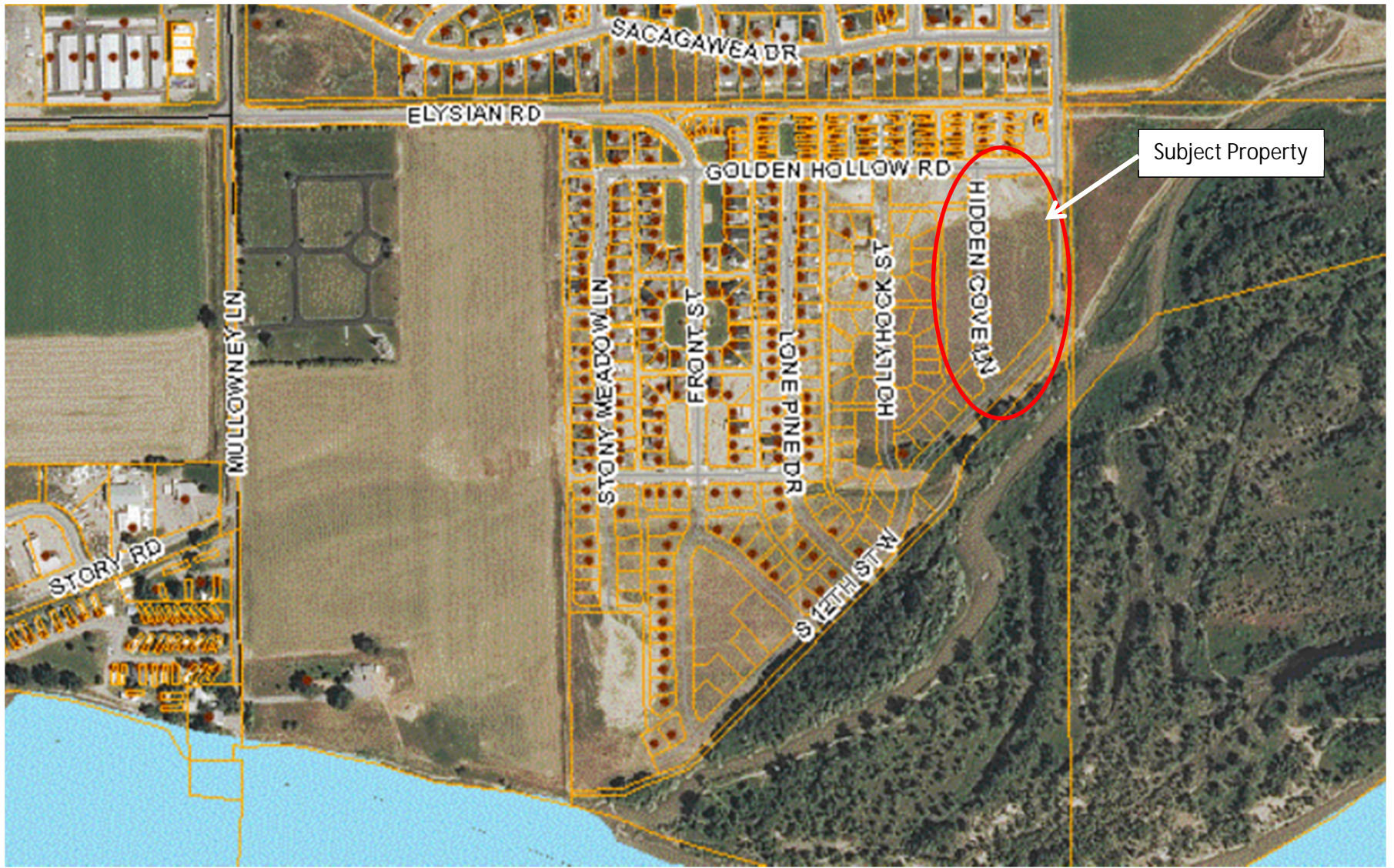
- The preliminary plat of Josephine Crossing Subdivision, 4th Filing does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several of the goals and policies of the 2008 Growth Policy Update and does not conflict with the Transportation Plan or Billings Area Bikeways and Trail Master Plan.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

RECOMMENDATION

Staff recommends that the Planning Board recommend conditional approval of the preliminary plat of Josephine Crossing Subdivision, 4th Filing to the City Council, and adopt the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, August 12, 2013.

Thomas W. Hanel, Mayor



Subject Property

August 13, 2013

McCall Development, Inc.
1536 Mallowney Lane, Suite 100
Billings, MT 59101

Dear Property Owners:

On August 12, 2013, the Billings City Council conditionally approved the preliminary plat of Josephine Crossing Subdivision, 4th Filing, subject to the following conditions of approval:

1. In order to mitigate potential impacts to public health and safety, a note shall be added to the 'Conditions that Run with the Land' section of the SIA as follows:
"Lot owners should be aware that the Yellowstone River Channel Migration Study sponsored by the Yellowstone River Conservation District Council and the U.S. Army Corps of Engineers has identified areas which may be susceptible to erosion by the Yellowstone River. Owners are encouraged to review the extent to which bank erosion may pose a threat to structures built in this subdivision."
2. 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.
3. 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.

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

Sincerely,

Thomas W. Hanel, Mayor

Pc: Dennis Randall, PE, Sanderson Stewart

Regular City Council Meeting

Meeting Date: 08/12/2013

TITLE: Final Plat of High Sierra Subdivision, 7th Filing

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The final plat for High Sierra Subdivision, 7th Filing, is being presented to Council for approval. On June 24, 2013, the City Council conditionally approved the preliminary plat of this 50-lot subdivision. The subject property is generally located north of Wicks Lane, west of High Sierra Boulevard, on both sides of Benjamin Boulevard in the Heights. The property is zoned Residential-7000-Restricted and single-family residences are proposed. The owner is High Sierra II, Inc. 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 High Sierra Subdivision, 7th 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 High Sierra Subdivision, 7th Filing.

APPROVED BY CITY ADMINISTRATOR

Attachments

Final Plat (2 sheets)

PLAT OF HIGH SIERRA SUBDIVISION, 7TH FILING

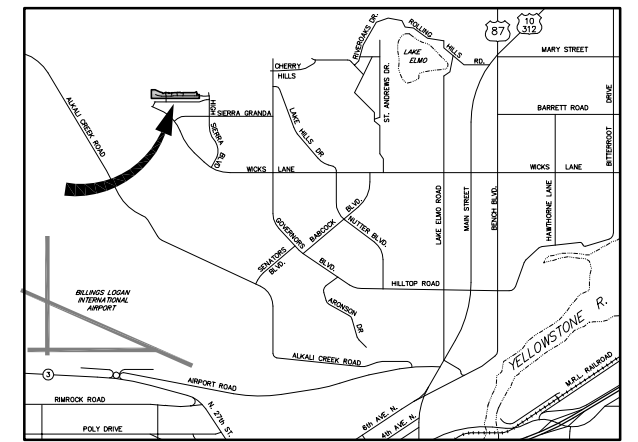
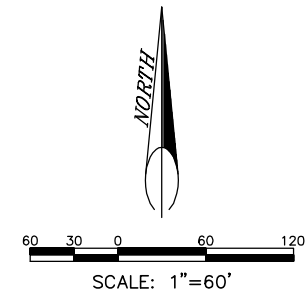
BEING LOT 1 OF BLOCK 1, LOT 1 OF BLOCK 2, LOTS 1 & 38 OF BLOCK 3, & LOT 1 OF BLOCK 5 OF HIGH SIERRA SUBDIVISION, 5TH FILING AND LOT 1A OF AMENDED PLAT OF LOTS 1, 21, 22, 23, & 24 OF BLOCK 4, HIGH SIERRA SUBDIVISION, 5TH FILING, SITUATED IN THE NW1/4 OF SECTION 17, T. 1 N., R. 26 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : HIGH SIERRA II, INC.

JUNE, 2013

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



VICINITY MAP
NOT TO SCALE

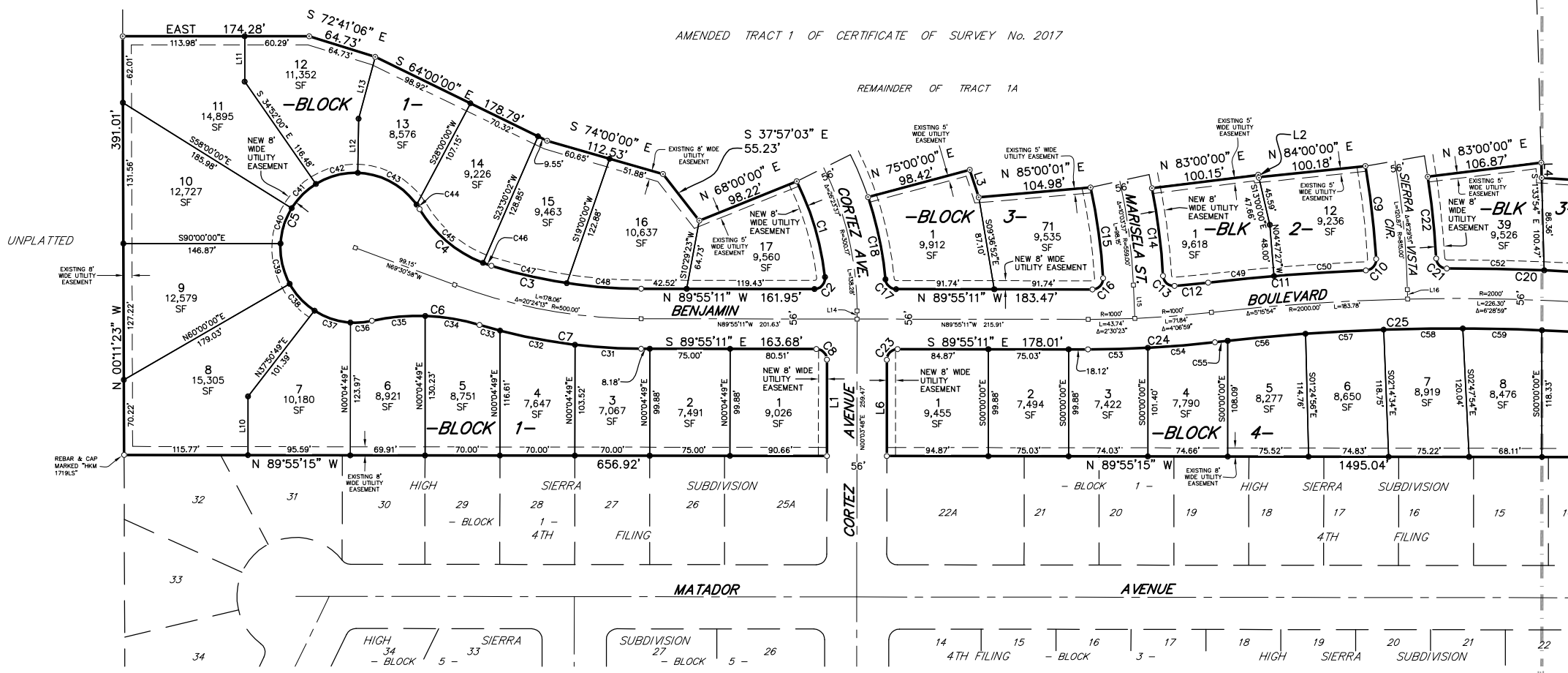
Line #	Bearing	Distance
L1	S 00°00'37" E	89.90'
L2	S 13°00'00" E	2.07'
L3	S 18°00'00" E	26.97'
L4	S 01°33'54" E	14.11'
L5	S 04°35'47" W	76.40'
L6	N 00°00'37" W	89.87'
L7	S 03°00'00" W	116.87'
L8	N 04°35'47" E	76.39'
L9	S 01°16'57" E	27.08'

Curve #	Delta	Radius	Length	Chord Bearing	Chord Dist.
C1	19°44'48"	272.00'	93.74'	S 16°27'25" E	93.28'
C2	96°06'03"	10.00'	16.77'	S 41°28'01" W	14.87'
C3	17°15'19"	472.00'	142.15'	N 81°17'32" W	141.61'
C4	41°43'39"	120.00'	87.39'	N 51°48'02" W	85.48'
C5	251°56'27"	70.00'	307.81'	S 23°05'34" W	113.31'
C6	29°06'33"	200.00'	101.61'	S 87°50'45" E	100.52'
C7	16°37'43"	528.00'	153.24'	S 81°36'20" E	152.70'
C8	89°54'34"	10.00'	15.70'	S 44°59'10" E	14.14'
C9	6°21'47"	787.00'	87.40'	S 06°35'36" E	87.35'
C10	91°03'03"	10.00'	15.89'	S 42°06'49" W	14.27'

Curve #	Delta	Radius	Length	Chord Bearing	Chord Dist.
C11	41°0'53"	2028.00'	148.00'	S 85°32'54" W	147.97'
C12	1°51'19"	972.00'	31.48'	S 84°23'07" W	31.47'
C13	91°31'49"	10.00'	15.98'	N 48°55'19" W	14.33'
C14	8°03'32"	587.00'	82.57'	N 07°11'10" W	82.50'
C15	91°3'24"	531.00'	85.48'	S 07°52'28" E	85.39'
C16	93°20'35"	10.00'	16.29'	S 43°24'31" W	14.55'
C17	84°50'21"	10.00'	14.81'	N 47°30'01" W	13.49'
C18	13°44'51"	328.00'	78.70'	N 11°57'15" W	78.51'
C19	90°25'35"	10.00'	15.78'	S 49°48'34" W	14.19'
C20	51°4'44"	2028.00'	185.67'	N 87°36'00" W	185.61'

Curve #	Delta	Radius	Length	Chord Bearing	Chord Dist.
C21	87°00'00"	10.00'	15.18'	N 46°43'22" W	13.77'
C22	51°2'47"	843.00'	76.70'	N 05°49'46" W	76.67'
C23	90°05'26"	10.00'	15.72'	N 45°02'06" E	14.15'
C24	6°37'21"	1028.00'	118.82'	N 86°46'08" E	118.76'
C25	11°44'53"	1972.00'	404.34'	N 89°19'54" E	403.63'
C26	91°0'02"	1472.00'	235.52'	N 89°15'32" E	235.27'
C27	30°31'55"	140.90'	75.08'	S 16°32'55" E	74.20'
C28	88°35'04"	10.00'	15.46'	S 43°00'35" W	13.97'
C29	2°37'36"	1528.00'	70.05'	S 85°59'19" W	70.04'
C30	90°44'06"	10.00'	15.84'	N 40°46'17" W	14.23'

Line #	Bearing	Distance
L10	N 00°04'45" E	54.88'
L11	S 00°00'00" E	42.39'
L12	S 00°50'53" W	50.56'
L13	S 15°07'20" W	59.77'
L14	N 00°03'48" E	7.69'
L15	S 02°25'34" E	31.14'
L16	S 01°16'39" E	8.70'



CERTIFICATE OF DEDICATION

STATE OF MONTANA)
County of Yellowstone) ss
KNOW ALL MEN BY THESE PRESENTS: That HIGH SIERRA II INC., the undersigned owner of the following described tract of land, does hereby certify that it has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the NW1/4 of Section 17, T. 1 N., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to-wit:

Lot 1 of Block 1, Lot 1 of Block 2, Lots 1 & 38 of Block 3, and Lot 1 of Block 5, High Sierra Subdivision, 5th Filing, according to the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3641076, and Lot 1A of Amended Plat of Lots 1, 21, 22, 23, & 24 of Block 4, High Sierra Subdivision, 5th filing, on file under Document No. 3656111.

Pursuant to Section 76-3-621, M.C.A., the park requirement for this subdivision has been previously met by a cash-in-lieu donation made at the time of the approval of High Sierra Subdivision, 5th Filing.

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever. Said tract to be known and designated as HIGH SIERRA SUBDIVISION, 7TH FILING, and the lands included in all streets and avenues as shown on the annexed plat are hereby granted and donated to the use of the public forever.

HIGH SIERRA II INC.
By: _____
Title: _____

STATE OF MONTANA)
County of Yellowstone) ss
On this ____ day of _____, 20____, before me, the undersigned Notary Public for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as that said corporation executed the same. Witness my hand and seal the day and year herein above written.

Notary Public for the State of Montana

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
County of Yellowstone) ss
We hereby certify that we have examined the annexed and foregoing PLAT OF HIGH SIERRA SUBDIVISION, 7TH FILING, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of The Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF BILLINGS, MONTANA, this ____ day of _____, 20____.
CITY OF BILLINGS, MONTANA
By: _____ Mayor
Attest: _____ City Clerk

BASIS OF BEARING: PLAT OF HIGH SIERRA SUBDIVISION, 5TH FILING
○ FOUND SURVEY MONUMENT, REBAR WITH CAP MARKED "SANDERSON STEWART 18972LS", OR AS NOTED
○ FOUND SURVEY MONUMENT, REBAR WITH CAP MARKED "ENGINEERING INC 8377-S"
□ FOUND MONUMENT BOX
● SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"

CERTIFICATE OF CITY ATTORNEY
This document has been reviewed by the City Attorney's office and is acceptable as to form.
Date: _____
By: _____

CONSENT TO PLATTING
Document No. _____
SUBDIVISION IMPROVEMENT AGREEMENT
Document No. _____

RESERVED FOR CLERK AND RECORDER

Regular City Council Meeting

Meeting Date: 08/12/2013

TITLE: Final Plat of Twin Oaks Subdivision, 2nd Filing, Amended Lot 21, Block 3, and Lot 21, Block 4

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The final plat for Amended Lot 21, Block 3, and Lot 21, Block 4, Twin Oaks Subdivision, 2nd Filing is being presented to Council for approval. On December 17, 2012, the City Council conditionally approved the preliminary plat of this 23-lot subdivision. The subject property is generally located south of Wicks Lane, west of Twin Oaks Drive on both sides of Watson Peak Road. The property is zoned Residential-6000 and Residential-5000 and single-family residences are proposed. The owner is Twin Oaks Corporation and the representing agent is Blueline Engineering. 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 Twin Oaks Subdivision, 2nd Filing, Amended Lot 21, Block 3, and Lot 21, Block 4. 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 Twin Oaks Subdivision, 2nd Filing, Amended Lot 21, Block 3, and Lot 21, Block 4.

APPROVED BY CITY ADMINISTRATOR

Attachments

Final Plat

THE AMENDED PLAT OF LOT 21, BLOCK 3 AND LOT 21, BLOCK 4, TWIN OAKS SUBDIVISION, 2ND FILING

Situated in the NW 1/4 of Section 22, T1N, R26E, PMM.
City of Billings, Yellowstone County, Montana

Prepared for: Twin Oaks Corporation
By: North Star Land Services, P.C.
Blueline Engineering LLC
April 2013

LEGAL DESCRIPTION, PROPERTY OWNERS CERTIFICATIONS & DEDICATION

We, the undersigned property owners, hereby certify that we have caused to be surveyed a tract of land, Amending Lot 21, Block 3, and Lot 21, Block 4, as shown on Twin Oaks Subdivision 2nd filing, Doc No. 3598154 being located in the NW 1/4 of Section 22, T1N, R26E, PMM, City of Billings, Yellowstone County, Montana.

The above described tract of land is to be known as "Amended Plat of Lot 21, Block 3, and Lot 21, Block 4, Twin Oaks Subdivision, 2nd Filing". The undersigned hereby grants into each and every person, firm, corporation, whether public or private, providing or offering to provide telephone, electric power, gas, television, water or sewer service to the public, the right to joint use of any easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across designated on this plat as "Utility Easement" to have and to hold forever. The lands included in all streets, avenues, and parks as shown on the annexed plat are hereby granted and donated to the use of the public forever.

Officer of Twin Oaks Corporation Date

Its Date

STATE OF MONTANA)
) ss
County of _____)
On this _____ day of _____, 2013 before me a Notary Public for the State of Montana, personally appeared _____, as _____ of Twin Oaks Corporation whose name is subscribed to the within instrument and acknowledges to me that he executed the same.

Print

Sign
Notary Public in and for the State of Montana
Residing at _____
My commission expires _____

CERTIFICATION OF COUNTY TREASURERS

I hereby certify, pursuant to Section 76-3-611(1)(b), M.C.A., that all real property taxes and special assessments assessed and levied on the land described below and encompassed by this survey have been paid.

Yellowstone County Treasurer Date

CITY ATTORNEY'S STATEMENT

This document has been reviewed by the City Attorney's office and is acceptable as to form.
Dated this _____ day of _____, 2013

Reviewed by: _____
City Attorney

CERTIFICATE OF APPROVAL BY CITY ENGINEER'S OFFICE FOR ERRORS AND OMISSIONS

STATE OF MONTANA)
) ss
County of Yellowstone)

I hereby certify that I have examined the here to annexed plat of Amended Lot 21, Block 3, and Lot 21, Block 4, Twin Oaks Subdivision, 2nd Filing, to the City of Billings and find that said plat conforms with the requirements of the laws of the State of Montana and said plat conforms to the adjoining additions and plats of the City of Billings already platted as nearly as circumstances will permit, and I have reviewed said plat for errors and/or omissions in calculation and drafting.

IN WITNESS WHEREOF, I have executed the Certificate of Approval by the City Engineer's Office this day of _____, 2013

Examining Land Surveyor for the City of Billings

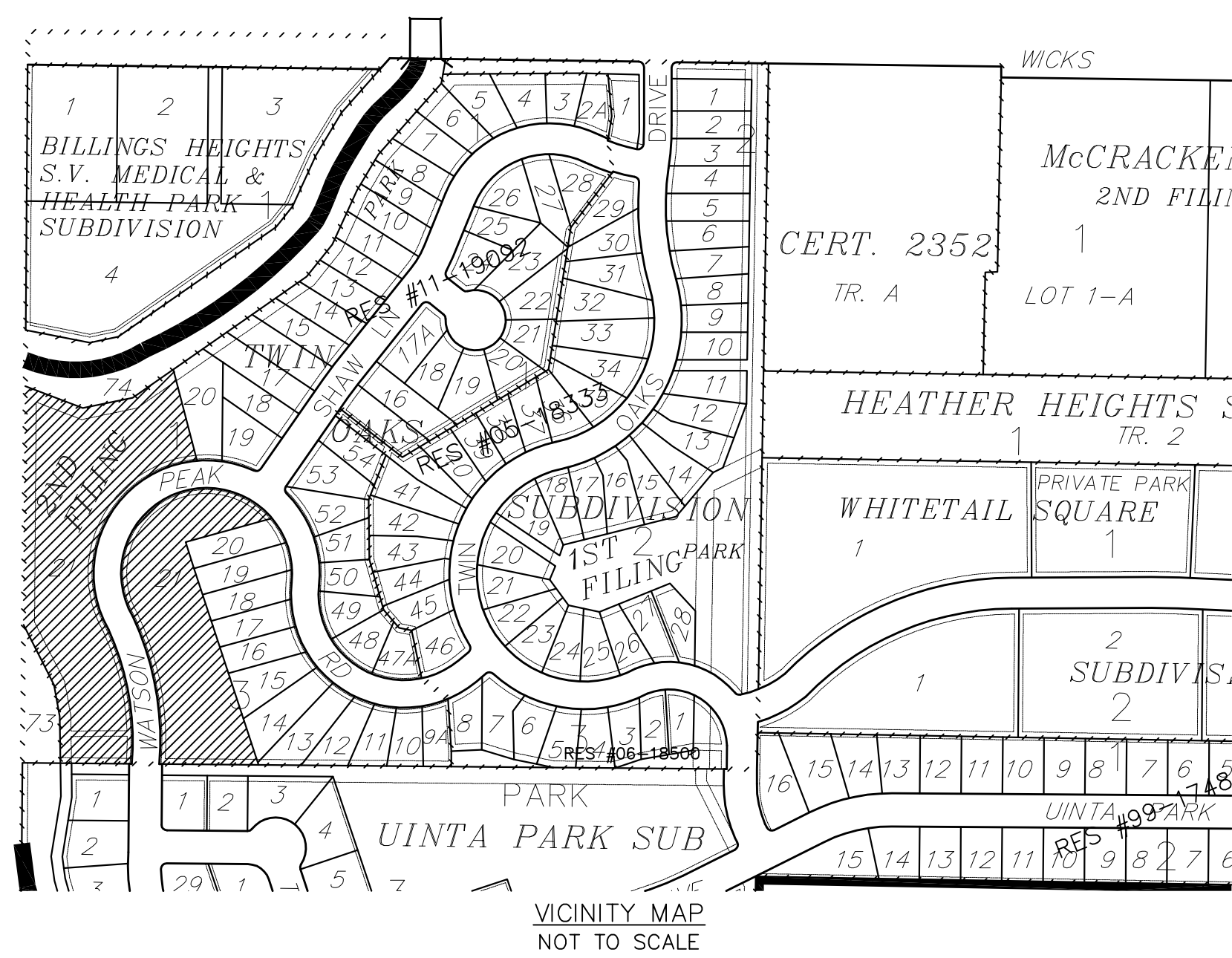
CERTIFICATE OF APPROVAL BY CITY ENGINEER'S OFFICE

STATE OF MONTANA)
) ss
County of Yellowstone)

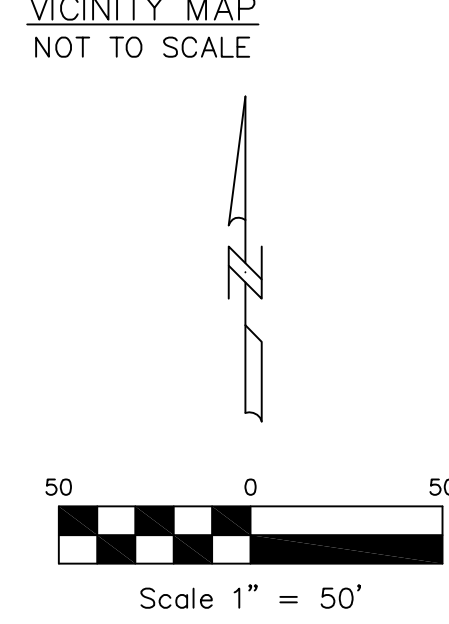
I hereby certify that the annexed and forgoing subdivision plat conforms with Section 76-4-125(2)(d), MCA "divisions located within jurisdictional areas that have adopted growth policies pursuant to Chapter 1 or within first-class or second-class municipalities for which the governing body certifies, pursuant to Section 76-4-127, MCA, that adequate storm water drainage and adequate municipal facilities will be provided.

IN WITNESS WHEREOF, I have executed this Certificate of Approval, this _____ day of _____, 2013

City Engineer's Office



SUBDIVISION DETAILS:
Gross Area = 4.248 ACRES
Net Area = 4.248 ACRES
Road Area = 0.000 ACRES



● = Set 5/8 Rebar with YPC 11289LS
○ = Found Orange Capped Rebar or As noted

BASIS OF BEARING: Twin Oaks Subdivision

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
) ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing plat of the Amended Plat of Lot 21, Block 3, and Lot 21, Block 4, Twin Oaks Subdivision, 2nd Filing, to the City of Billings and find that said amended plat conforms with the requirements of the laws of the State of Montana and the requirements from the Yellowstone County Planning Board. It is therefore approved and the dedication to the public use of any land shown as dedicated is accepted.

By: _____
Mayor

Attest: _____
City Clerk

NOTICE OF PLANNING BOARD APPROVAL

STATE OF MONTANA)
) ss
County of Yellowstone)

This amended plat has been approved by the Yellowstone County Board of Planning and conforms to the requirements of that board.
Dated this _____ day of _____, 2013

President

Executive Secretary

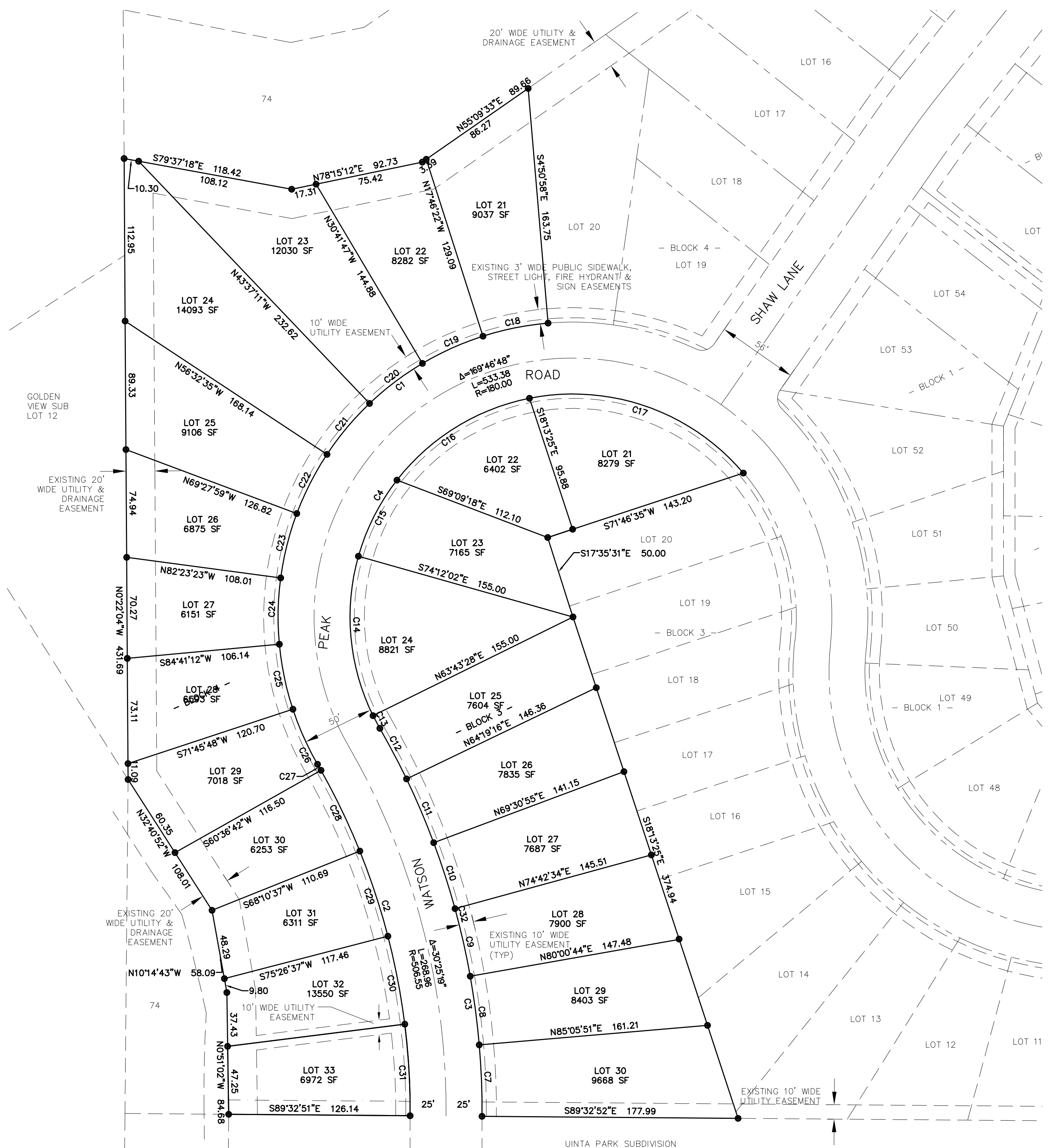
CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
) ss
County of Yellowstone)

Thomas G. Kelly, a Registered Land Surveyor in the State of Montana, do hereby certify that I have performed the survey shown on this Plat/Certificate of Survey and that such survey was made in April 2013; that said survey is true and complete as shown and the monuments found and set are of the character and occupy the positions shown thereon.

Dated this _____ day of _____, 2013

Thomas G. Kelly
Registration Number 11289 LS
33 Centennial Road
Columbus, MT 59019



OUTSIDE BOUNDARIES

CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	413.89	205.00	115°40'40"	S27°52'13"W	347.09
C2	255.69	481.55	30°25'20"	S14°45'29"E	252.69
C3	282.23	531.55	30°25'20"	N14°45'29"W	278.93
C4	459.30	155.00	169°46'50"	N54°55'16"E	308.77

LOT BOUNDARIES

CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C7	49.69	531.55	5°21'20"	N21°3'29"W	49.67
C8	48.19	531.55	5°11'40"	N7°29'58"W	48.17
C9	48.19	531.55	5°11'40"	N12°41'37"W	48.17
C10	48.19	531.55	5°11'40"	N17°53'16"W	48.17
C11	48.19	531.55	5°11'40"	N23°04'54"W	48.17
C12	39.80	531.55	4°17'25"	N27°49'26"W	39.79
C13	9.99	155.00	3°41'35"	N28°07'20"W	9.99
C14	113.82	155.00	42°04'30"	N5°14'17"W	111.28
C15	59.68	155.00	22°03'40"	N26°49'48"E	59.31
C16	110.61	155.00	40°53'15"	N58°18'15"E	108.28
C17	165.19	155.00	61°03'50"	N70°43'14"W	157.48

LOT BOUNDARIES

CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C18	46.24	205.00	12°55'25"	S78°41'20"W	46.14
C19	46.24	205.00	12°55'25"	S65°45'55"W	46.14
C20	46.24	205.00	12°55'25"	S52°50'31"W	46.14
C21	46.24	205.00	12°55'25"	S39°55'07"W	46.14
C22	46.24	205.00	12°55'25"	S26°59'43"W	46.14
C23	46.24	205.00	12°55'25"	S14°04'19"W	46.14
C24	46.24	205.00	12°55'25"	S1°08'55"W	46.14
C25	46.24	205.00	12°55'25"	S11°46'30"E	46.14
C26	41.98	205.00	11°43'55"	S24°06'10"E	41.90
C27	4.88	481.55	0°34'50"	S29°40'43"E	4.88
C28	62.33	481.55	7°24'55"	S25°40'49"E	62.28
C29	62.33	481.55	7°24'55"	S18°15'52"E	62.28
C30	62.33	481.55	7°24'55"	S10°50'55"E	62.28
C31	63.82	481.55	7°35'35"	S3°20'37"E	63.77

Regular City Council Meeting

Meeting Date: 08/12/2013

TITLE: Amended Tract 1 of Zimmerman Acreage Tracts, 1st Filing

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The owner of Amended Tract 1 of Zimmerman Acreage Tracts, 1st Filing is doing an exempt plat in order to dedicate right-of-way on Grand Avenue. Grand Avenue exists today through a 30' easement and this plat will formally dedicate the 30' of right-of-way.

ALTERNATIVES ANALYZED

The Council may:

- Approve Amended Tract 1 of Zimmerman Acreage Tracts, 1st Filing; or
- Do not approve the amended plat of Amended Tract 1 of Zimmerman Acreage Tracts, 1st Filing.

FINANCIAL IMPACT

There is no financial impact associated with approval of this plat.

RECOMMENDATION

Staff recommends that the City Council approve Amended Tract 1 of Zimmerman Acreage Tracts, 1st Filing.

APPROVED BY CITY ADMINISTRATOR

Attachments

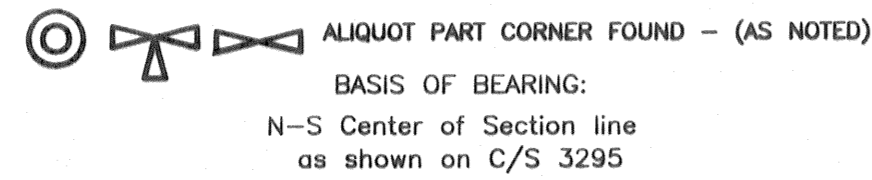
Amended Plat

Amended Tract 1, of Zimmerman Acreage Tracts, 1st filing

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 25 EAST, P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA
 SURVEYED FOR: GRACE MONTESSORI ACEDAMY
 SURVEYED BY: EGGART ENGINEERING COMPANY
 SURVEYED: March, 2013

TOTAL AREA OF SURVEY
 3.965 ACRES.
LEGEND

- PROPERTY CORNER FOUND - (AS NOTED)
- PROPERTY CORNER SET - 5/8" X 18" REBAR WITH YELLOW PLASTIC CAP MARKED "EEC - 13100ES", UNLESS OTHERWISE NOTED.



CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
) ss
 County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing amended plat of AMENDED TRACT 1, OF ZIMMERMAN ACREAGE TRACTS, 1ST FILING, and find that said plat conforms with the requirements of the laws of the State of Montana. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF BILLINGS, MONTANA, THIS _____ day of _____, 20____.

CITY OF BILLINGS, MONTANA

By: _____
 Mayor

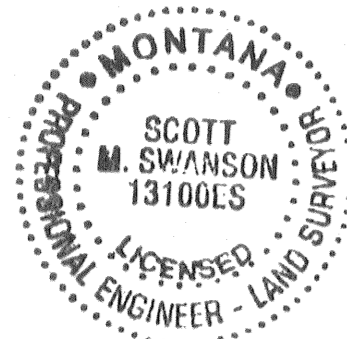
Attest: _____
 City Clerk

CITY ATTORNEY APPROVAL

This document has been reviewed by the City Attorney's office and is acceptable as to form.

Dated this _____ day of _____, 20____.

Reviewed by: _____



CERTIFICATE OF SURVEYOR AND PROPERTY DESCRIPTION

This is to certify that Scott Swanson, a Licensed Professional Engineer and Land Surveyor, Montana License No. 13100ES, performed a survey in March, 2013, of a tract of land which is situated in the SE 1/4 of Section 32, T. 1 N., R. 25E., P.M.M. Yellowstone County, Montana, said tracts being more particularly described as follows:

Beginning at the northeast section corner of Section 4, T1S., R25E, P.M.M. which is a brass cap in a monument box near the centerline of Grand Avenue, thence S89°55'43"W a distance of 189.12 feet to a calculated point along the centerline of Grand Avenue, thence N00°04'17"W a distance of 30 feet to a found yellow cap, thence S89°55'43" W a distance of 242.00 feet to a found yellow cap, thence N00°04'17"W a distance of 387.04 feet to a set yellow capped rebar, thence N89°55'43"E a distance of 429.60 feet to a set yellow capped rebar, thence S00°36'44"E a distance of 387.06 feet to a found aluminum cap marked "30"RP", thence S00°36'44"E a distance of 30 feet to a calculated point along the centerline of Grand Avenue, thence S89°50'53"W a distance of 2.41 feet to the northeast section corner of said Section 4, which is the point of beginning, containing an area of 3.965 acres.

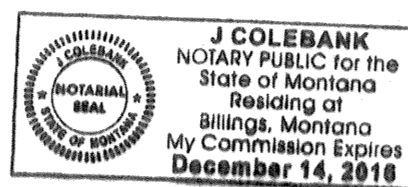
That monuments found and set are of the character and occupy the positions shown hereon, that said survey and the plat hereof shows true and correct dimensions and that the plat conforms with the work on the ground.

By: Scott Swanson Scott Swanson, Licensed Professional Engineer and Land Surveyor Montana License No. 13100ES

STATE OF MONTANA)
) ss
 County of Yellowstone)

On this 31 day of Mar, 2013, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Scott Swanson, known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same.

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



OWNERS' CERTIFICATE, PURPOSE OF SURVEY AND CERTIFICATE OF EXEMPTION

We the undersigned land owners hereby certify that the purpose of this survey is to relocate the common boundary line between a single lot within a platted subdivision and adjoining land outside a platted subdivision. Five or fewer lots are being affected and no additional lots are being hereby created. Therefore this survey is exempt from review as a subdivision pursuant to Section 76-3-207(1)(e), MCA.

We also certify that this survey is exempt from review by the Department of Environmental Quality pursuant to Section 76-4-125(2)(d), MCA, "divisions located within jurisdictional areas that have adopted growth policies pursuant to chapter 1 of within first-class or second class municipalities for which the governing body certified, pursuant to 76-4-127, that adequate storm water drainage and adequate municipal facilities will be provided".

Owners of Tract 1 of Zimmerman Acreage Tracts Subdivision first filing

Grace Montessori Academy Inc.

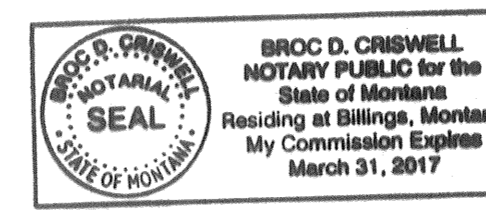
By: Mary Beth Gregory (Printed Name) Mary Beth Gregory (Signature)

Title: President

STATE OF MONTANA)
) ss
 County of Yellowstone)

On this 1st day of July, 2013, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Mary Beth Gregory, known to me to be the President of Grace Montessori Academy Inc., the corporation which executed the forgoing instrument, and acknowledged to me that said corporation executed the same.

B. D. Criswell
 Notary Public for the State of Montana
 Printed Name of Notary B. D. Criswell
 Residing at Billings
 My Commission expires March 31, 2013



Owners of Tract 2 - Remainder, Certificate of Survey 3295

Zimmerman Family LTD Partnership

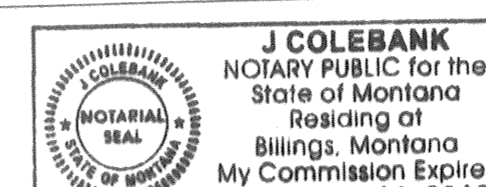
By: Betty Teigen (Printed Name) Betty Teigen (Signature)

Title: Managing Partner

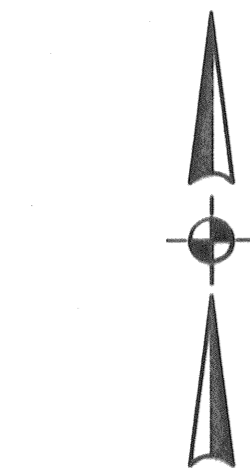
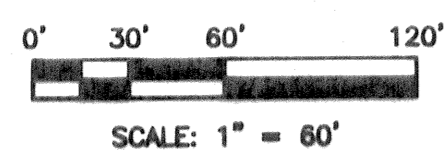
STATE OF MONTANA)
) ss
 County of Yellowstone)

On this 1st day of July, 2013, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Betty Teigen, known to me to be the Managing Partner of Zimmerman Family LTD Partnership, the entity which executed the forgoing instrument, and acknowledged to me that said family limited partnership executed the same.

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



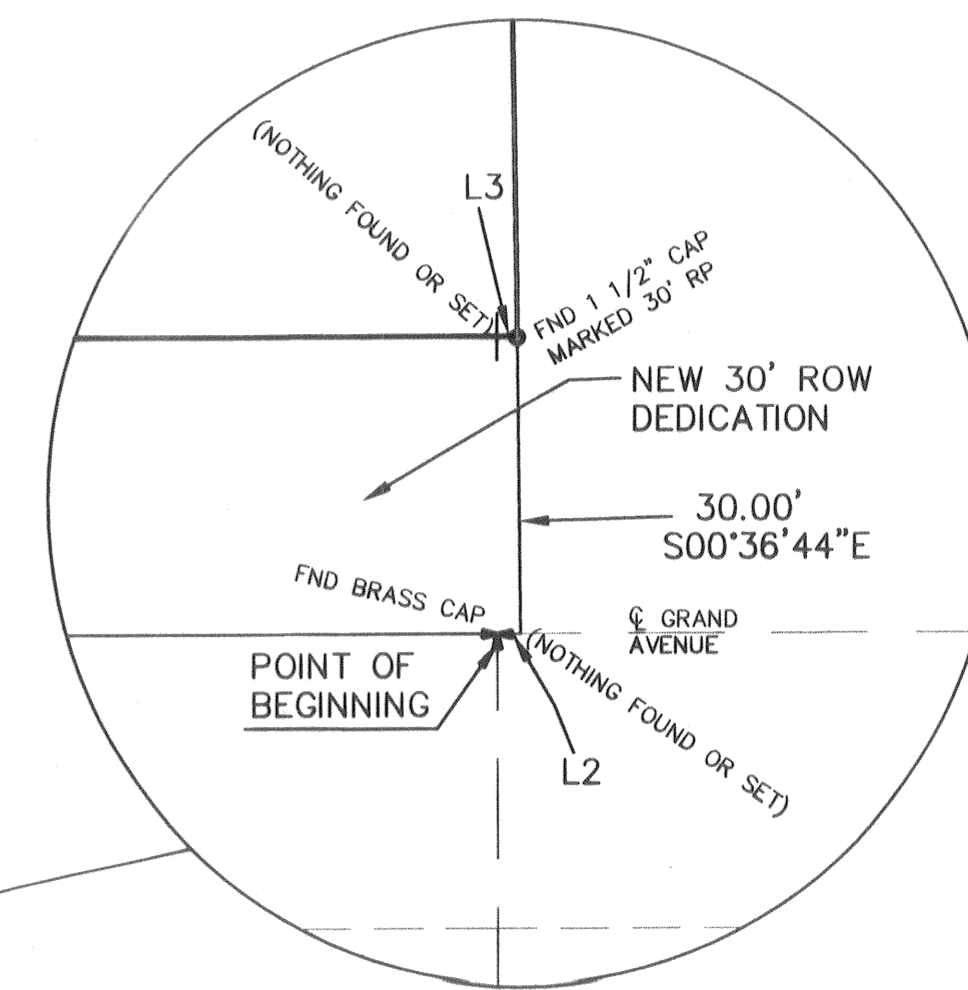
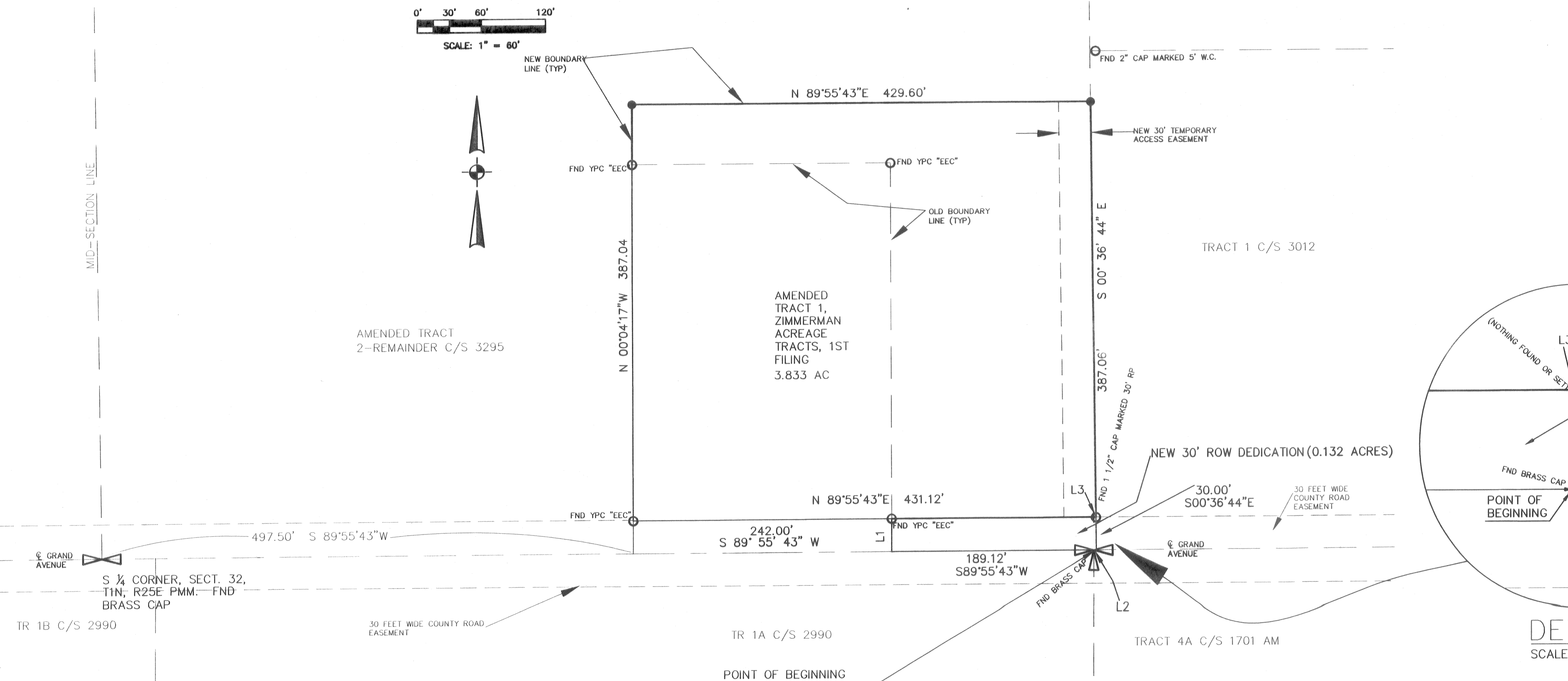
LINE	BEARING	DISTANCE
L1	N 00° 04' 17" W	30.00'
L2	S 89° 50' 53" W	2.41'
L3	S 89° 52' 25" W	2.13'



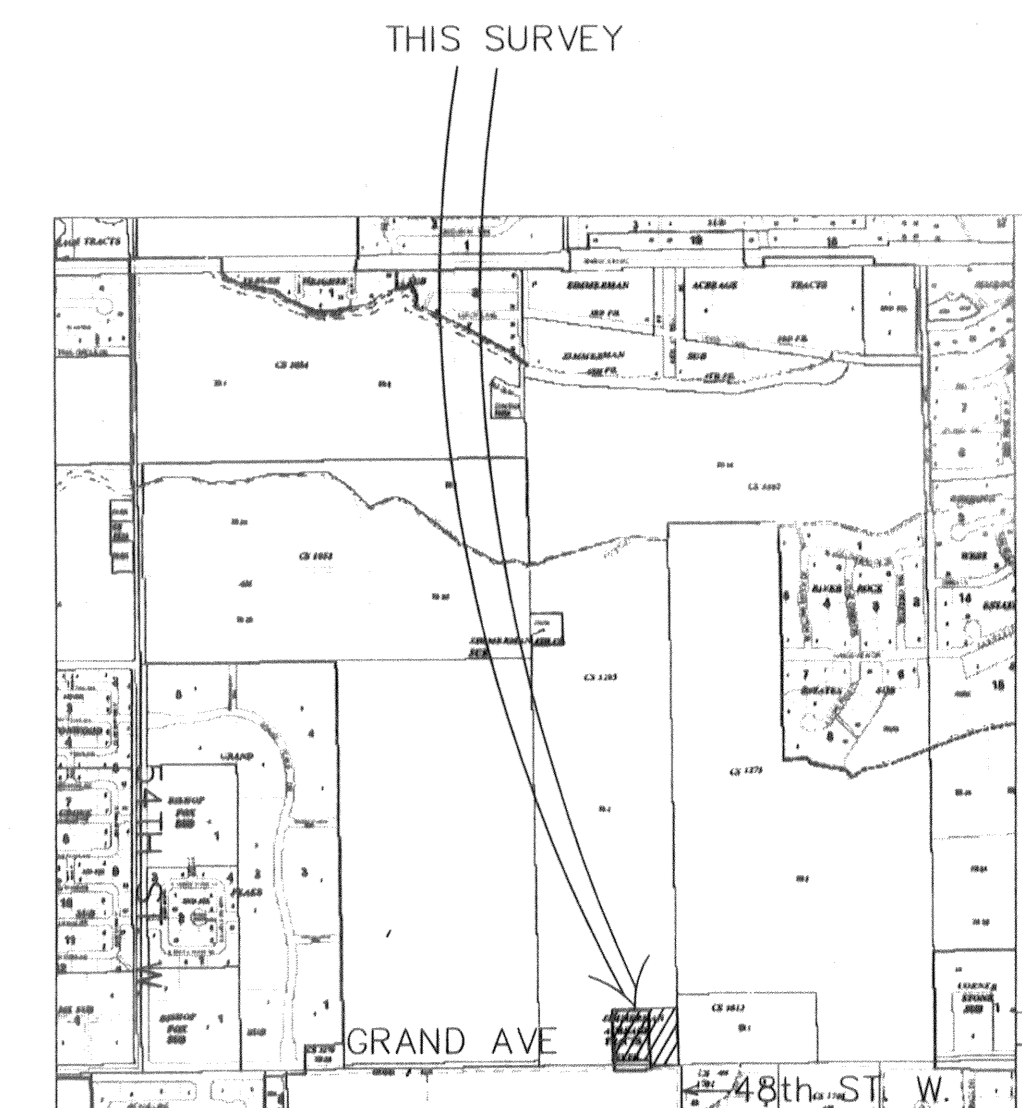
AMENDED TRACT 2-REMAINDER C/S 3295

AMENDED TRACT 1, ZIMMERMAN ACREAGE TRACTS, 1ST FILING 3.833 AC

TRACT 1 C/S 3012



DETAIL
 SCALE: 1"=20'



VICINITY MAP

Owners of Tract 2 - Remainder, Certificate of Survey 3295

Zimmerman Family LTD Partnership

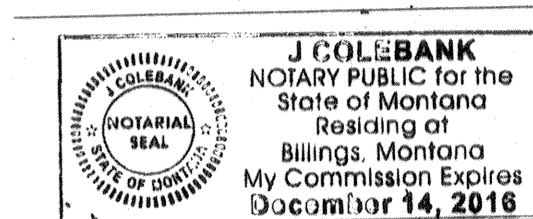
By: Janet Zimmerman (Printed Name) Janet Zimmerman (Signature)

Title: Managing Partner

STATE OF MONTANA)
) ss
 County of Yellowstone)

On this 1st day of July, 2013, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Janet Zimmerman, known to me to be the Managing Partner of Zimmerman Family LTD Partnership, the entity which executed the forgoing instrument, and acknowledged to me that said family limited partnership executed the same.

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



Owners of Tract 2 - Remainder, Certificate of Survey 3295

Zimmerman Family LTD Partnership

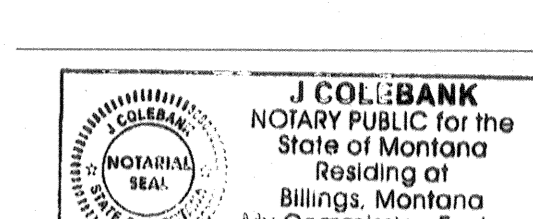
By: Jim Bronscheck (Printed Name) Jim Bronscheck (Signature)

Title: Managing Partner

STATE OF MONTANA)
) ss
 County of Yellowstone)

On this 1st day of July, 2013, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jim Bronscheck, known to me to be the Managing Partner of Zimmerman Family LTD Partnership, the entity which executed the forgoing instrument, and acknowledged to me that said family limited partnership executed the same.

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



ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting and find said plat conforms with the requirements of the laws of the State of Montana, and that said plat conforms to the adjoining additions and plats of the City of Billings already platted as nearly as circumstances will permit.

Jim A. Grant
 Examining Land Surveyor

Date 07-03-2013

COUNTY TREASURER'S CERTIFICATION OF TAX PAYMENT

I hereby certify that all real property taxes and special assessments assessed and levied on the land above described are paid pursuant to MCA 76-3-207.

Dated this _____ day of _____, 20____.

Yellowstone County Treasurer

CLERK AND RECORDER FILING INFORMATION

Regular City Council Meeting

Meeting Date: 08/12/2013

TITLE: Payment of Claims July 16, 2013.

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$4,194,423.69 have been audited and are presented for your approval for payment. A complete listing of the claims dated July 16, 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

Attachments

Council Reports 7-16

Check Date	Check	Name	Amount	Account	Item Desc
07/15/2013	767338	3M Company	\$3,978.98	2600-55160-402190	Inv UM13287
07/15/2013	767340	A & I Distributors	\$26.32	2110-31320-402320	2338406
07/15/2013	767340	A & I Distributors	\$2,332.55	6010-00000-141000	2338406 PO NUM 292185
07/15/2013	767340	A & I Distributors	\$1,861.52	6010-00000-141000	2328230 PO NUM 292185
07/15/2013	767340	A & I Distributors	\$60.00	6010-00000-141000	2328230 PO NUM 292185
07/15/2013	767340	A & I Distributors	\$328.35	2110-31320-402320	2328232
07/15/2013	767340	A & I Distributors	\$656.70	5410-31220-402310	blue defrost
07/15/2013	767340	A & I Distributors	\$109.45	5710-71440-402320	2327354
07/15/2013	767340	A & I Distributors	\$3,095.81	6010-00000-141000	2333626 PO NUM 292185
07/15/2013	767340	A & I Distributors	\$91.20	6010-00000-141000	2333626 PO NUM 292185
07/15/2013	767340	A & I Distributors	\$33.16	1500-21120-402320	2333626
07/15/2013	767340	A & I Distributors	\$33.61	2110-31320-402320	2333626
07/15/2013	767340	A & I Distributors	\$33.16	5410-31220-402320	2333626
07/15/2013	767340	A & I Distributors	\$0.01	6010-15530-402650	2333626
07/15/2013	767340	A & I Distributors	\$136.50	2110-31320-402320	2335504
07/15/2013	767356	Associated Employers Of Montana	\$877.00	5120-84000-403820	WWTP Communication Training Inv. 14-64463
07/15/2013	767356	Associated Employers Of Montana	\$5,211.88	0100-12120-403590	Inv. #14-64373/#14-64412/#14-64467/#14-64567/#14-64677/#14-64710/#14-64711/#14-64712/#14-64778/#14-64783 for Municipal Court
07/15/2013	767359	Baldwin Law Offices PA	\$2,573.03	7180-21600-407865	Court ordered Drug Forfeiture release to Attorney Timothy Baldwin.
07/15/2013	767362	Big Sky Linen & Uniform	\$98.56	5610-71120-402240	Template
07/15/2013	767362	Big Sky Linen & Uniform	\$420.00	5610-71120-402260	Template
07/15/2013	767362	Big Sky Linen & Uniform	\$206.93	5610-71130-402260	Template
07/15/2013	767362	Big Sky Linen & Uniform	\$310.50	5020-73120-402260	Uniforms
07/15/2013	767362	Big Sky Linen & Uniform	\$48.63	5020-73140-402260	Uniforms
07/15/2013	767362	Big Sky Linen & Uniform	\$431.45	5020-74000-402260	Uniforms
07/15/2013	767362	Big Sky Linen & Uniform	\$192.88	5020-74000-402260	Uniforms
07/15/2013	767362	Big Sky Linen & Uniform	\$394.56	5020-75000-402260	Uniforms
07/15/2013	767362	Big Sky Linen & Uniform	\$14.96	5120-83140-402260	Uniforms
07/15/2013	767362	Big Sky Linen & Uniform	\$381.60	5120-84000-402260	Uniforms
07/15/2013	767362	Big Sky Linen & Uniform	\$192.89	5120-84000-402260	Uniforms
07/15/2013	767362	Big Sky Linen & Uniform	\$263.04	5120-85000-402260	Uniforms
07/15/2013	767368	Billings Gazette	\$39.80	1500-21700-403330	Animal Control Subscription
07/15/2013	767368	Billings Gazette	\$80.96	0100-11000-403920	City Clerk- notice of Public Hearingbg
07/15/2013	767368	Billings Gazette	\$875.00	0100-14110-403310	Finance- online banner
07/15/2013	767368	Billings Gazette	\$400.00	0100-51250-403990	Parks & Rec- Get it!
07/15/2013	767368	Billings Gazette	\$1,152.00	5610-71160-403370	Airport- Relocation Guide
07/15/2013	767368	Billings Gazette	\$3,673.89	0100-14110-403939	City Link
07/15/2013	767368	Billings Gazette	\$3,673.89	5020-72110-403310	PW- Water Quality Report
07/15/2013	767368	Billings Gazette	\$975.00	0100-14110-403310	Online Banners
07/15/2013	767368	Billings Gazette	\$1,560.00	5210-15210-403370	Parking
07/15/2013	767368	Billings Gazette	\$300.20	0100-51400-403310	Cemetery
07/15/2013	767368	Billings Gazette	\$2,637.00	5410-31220-403370	Solid Waste
07/15/2013	767368	Billings Gazette	\$400.00	0100-51210-403330	Parks & Rec
07/15/2013	767368	Billings Gazette	\$885.46	0100-12200-403210	Human Resources
07/15/2013	767368	Billings Gazette	\$1,784.34	0100-17500-403370	Human Resources
07/15/2013	767368	Billings Gazette	\$929.02	5020-72110-403310	Human Resources
07/15/2013	767368	Billings Gazette	\$874.00	2600-55110-403360	Library
07/15/2013	767373	Billings Police Protective Assoc	\$2,661.00	6500-15660-403990	Cleaning of Billings Police Training Facility April - June Inv. 06302013
07/15/2013	767376	Billings Tourism	\$435,739.91	7790-15760-407679	Paid May, distributed June 2013
07/15/2013	767378	Blaine County Sheriff's Department	\$264.48	2510-21270-403560	Overtime for Undersheriff Billmayer.
07/15/2013	767378	Blaine County Sheriff's Department	\$2,886.81	2510-21270-403822	Training reimbursements.
07/15/2013	767384	Border States Electric	\$13,440.00	5120-84000-402360	250HP Variable Speed Pump Motor Drive (VFD) w/accessories
07/15/2013	767384	Border States Electric	\$225.90	5120-84000-402360	Groundwater well parts
07/15/2013	767384	Border States Electric	\$5,257.55	5120-84000-402360	50HP Variable Speed Drive w/communications modules & control keypad for WWTP return activated sludge pumps
07/15/2013	767384	Border States Electric	\$346.02	5020-74000-402360	Parts for chlorine alarm project
07/15/2013	767384	Border States Electric	\$360.28	5020-74000-402360	Drive vents & light fixture
07/15/2013	767384	Border States Electric	\$104.83	5020-74000-402360	Chlorine alarm project - parts/supplies

07/15/2013	767384	Border States Electric	\$267.38	5020-74000-402360	Chlorine alarm project - parts/supplies
07/15/2013	767384	Border States Electric	\$40.95	5020-74000-402360	Chlorine alarm project - parts/supplies
07/15/2013	767384	Border States Electric	\$778.80	5020-74000-402360	Chlorine alarm/strobe project
07/15/2013	767384	Border States Electric	\$35.13	5020-74000-402360	Parts for chlorine strobe project
07/15/2013	767384	Border States Electric	\$4.55	5120-84000-402360	Fuse for PLC cabinet
07/15/2013	767384	Border States Electric	\$62.65	5120-84000-402360	Cover for welder outlet, exit light bulb
07/15/2013	767384	Border States Electric	\$8.59	5020-74000-402360	Parts for chlorine alarm project
07/15/2013	767384	Border States Electric	\$6,156.00	6200-19110-405370	Fluke Gold Maintenance Coverage 1 year
07/15/2013	767384	Border States Electric	\$74.96	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292983
07/15/2013	767384	Border States Electric	\$557.74	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292984
07/15/2013	767384	Border States Electric	\$8.25	5020-74000-402410	Tape measure
07/15/2013	767384	Border States Electric	\$8.24	5120-84000-402410	Tape measure
07/15/2013	767384	Border States Electric	\$190.04	5020-74000-402360	Supplies for alarm
07/15/2013	767384	Border States Electric	\$117.62	5020-74000-402360	Fuses
07/15/2013	767384	Border States Electric	\$45.44	5020-00000-141000	SYSTEMS PO NUM 292875
07/15/2013	767384	Border States Electric	\$34.28	5020-74000-402360	Back plane for enclosure
07/15/2013	767384	Border States Electric	\$446.20	2110-00000-141318	STREET LIGHTS PO NUM 292190
07/15/2013	767384	Border States Electric	\$292.32	2110-00000-141318	STREET LIGHTS PO NUM 292190
07/15/2013	767384	Border States Electric	\$7.30	2110-31320-402920	screwdriver
07/15/2013	767384	Border States Electric	\$23.80	5020-74000-402360	Electrical cord
07/15/2013	767384	Border States Electric	\$307.00	5120-84000-402360	Controller for AFT saturation tank
07/15/2013	767384	Border States Electric	\$139.38	5020-74000-402360	Light fixture installation
07/15/2013	767384	Border States Electric	\$65.33	5020-74000-402360	Outside lighting at High Service
07/15/2013	767384	Border States Electric	\$396.50	2110-31320-402430	wire for signals
07/15/2013	767384	Border States Electric	\$11.15	5020-74000-402360	Parts for chlorine alarm
07/15/2013	767385	Boyer & Dimich Assoc	\$1,686.00	5410-31220-403590	Coaching sessions
07/15/2013	767385	Boyer & Dimich Assoc	\$1,124.00	5410-31230-403590	Coaching sessions
07/15/2013	767389	Business Tax Section	\$680.54	5030-75910-409340	WO 10-08 WTF Clearwell Baffle Project; Change Order #7 08/27/12
07/15/2013	767389	Business Tax Section	\$516.67	5030-75910-409340	WO 10-08 WTP Clearwell Baffle Project; CO#8 10/09/12
07/15/2013	767389	Business Tax Section	\$114.36	4050-71250-409697	Invoice #90174856. New meter at 501 Northview Dr. Runway Project
07/15/2013	767389	Business Tax Section	\$12.71	4050-71250-409698	Invoice #90174856. New meter at 501 Northview Dr. Runway Project
07/15/2013	767389	Business Tax Section	\$64.49	4050-71250-409697	Invoice #90174855. New meter at 503 Northview Dr. Runway Project
07/15/2013	767389	Business Tax Section	\$7.17	4050-71250-409698	Invoice #90174855. New meter at 503 Northview Dr. Runway Project
07/15/2013	767389	Business Tax Section	\$757.93	4450-31650-409311	WO 13-02 Misc Developer
07/15/2013	767389	Business Tax Section	\$510.84	2050-31310-409310	WO 13-02 Misc Developer
07/15/2013	767389	Business Tax Section	\$193.36	8400-31840-409310	WO 13-02 Misc Developer
07/15/2013	767389	Business Tax Section	\$1,216.50	5030-00000-201100	WO 12-01 Water & Sewer Sch 1A & 1B
07/15/2013	767389	Business Tax Section	\$1,446.54	5030-75910-409340	WO 13-01 2013 Water & Sewer Replacement Sch 2
07/15/2013	767389	Business Tax Section	\$3,318.02	5130-85910-409340	WO 13-01 2013 Water & Sewer Replacement Sch 2
07/15/2013	767389	Business Tax Section	\$218.90	6500-15660-409250	2013 BOC Garage Lighting Retrofit
07/15/2013	767389	Business Tax Section	\$54.00	5050-75150-403671	673 Tabriz
07/15/2013	767389	Business Tax Section	\$1,277.85	5130-85910-409340	WO 13-01 2013 Water & Sewer Replacement Sch 3
07/15/2013	767389	Business Tax Section	\$245.68	5030-75910-409340	WO 09-20 Rimrock Road Forsythia to Shiloh
07/15/2013	767389	Business Tax Section	\$3,293.73	8450-31860-409310	WO 09-20 Rimrock Road Forsythia to Shiloh
07/15/2013	767389	Business Tax Section	\$4,408.47	4050-71250-409697	Invoice # 13-000265-1. RW 10L/28R Mill, Pave & Electrical - Federal Share
07/15/2013	767389	Business Tax Section	\$489.83	4050-71250-409698	Invoice #13-000265-1. RW 10L/28R Mill, Pave & Electrical - Local Share
07/15/2013	767389	Business Tax Section	\$1,972.84	4050-71250-409697	Invoice #13-000265-1. Runway Weather Information System - Federal Share
07/15/2013	767389	Business Tax Section	\$219.20	4050-71250-409698	Invoice #13-000265-1. Runway Weather Information System - Local Share
07/15/2013	767390	Carquest Auto Parts	\$61.52	6010-00000-141000	1910-284762 PO NUM 292191
07/15/2013	767390	Carquest Auto Parts	\$39.68	5120-84000-402320	NONSTOCKING ITEMS-P.U.D.
07/15/2013	767390	Carquest Auto Parts	\$8.36	5410-31220-402320	1910-284442
07/15/2013	767390	Carquest Auto Parts	\$13.19	5410-31230-402320	1910-284442
07/15/2013	767390	Carquest Auto Parts	\$92.02	1500-21120-402320	1910-284651
07/15/2013	767390	Carquest Auto Parts	\$89.76	5020-73120-402320	NONSTOCKING ITEMS-P.U.D.
07/15/2013	767390	Carquest Auto Parts	\$29.79	5020-74000-402320	NONSTOCKING ITEMS-P.U.D.

07/15/2013	767390	Carquest Auto Parts	\$142.48	5020-74000-402320	NONSTOCKING ITEMS-P.U.D.
07/15/2013	767390	Carquest Auto Parts	\$45.90	6010-00000-141000	1910-283763 PO NUM 292191
07/15/2013	767390	Carquest Auto Parts	\$23.07	6010-00000-141000	1910-283835 PO NUM 292191
07/15/2013	767390	Carquest Auto Parts	\$70.40	6010-00000-141000	1910-283835 PO NUM 292191
07/15/2013	767390	Carquest Auto Parts	\$238.80	6010-00000-141000	1910-284056 PO NUM 292191
07/15/2013	767390	Carquest Auto Parts	\$45.29	6010-00000-141000	1910-284302 PO NUM 292191
07/15/2013	767390	Carquest Auto Parts	\$9.42	6010-00000-141000	1910-284302 PO NUM 292191
07/15/2013	767390	Carquest Auto Parts	\$6.63	5020-75000-402320	NONSTOCKING ITEMS-P.U.D.
07/15/2013	767390	Carquest Auto Parts	\$817.87	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292982
07/15/2013	767390	Carquest Auto Parts	\$136.21	5020-00000-141000	WASTEWATER PARTS & SUPPLY PO NUM 292982
07/15/2013	767390	Carquest Auto Parts	\$39.60	6010-15530-402650	1910-284487
07/15/2013	767390	Carquest Auto Parts	\$38.58	5020-74000-402310	Oil
07/15/2013	767390	Carquest Auto Parts	\$13.75	6010-15530-402650	1910-282888
07/15/2013	767390	Carquest Auto Parts	\$331.50	1500-21120-402320	1910-283346
07/15/2013	767390	Carquest Auto Parts	\$18.88	1500-22260-402320	1910-283732
07/15/2013	767390	Carquest Auto Parts	-\$170.00	1500-21120-402320	1910-283740
07/15/2013	767390	Carquest Auto Parts	\$24.72	1500-21120-402320	1910-283794
07/15/2013	767390	Carquest Auto Parts	\$33.43	1500-22260-402320	1910-283794
07/15/2013	767390	Carquest Auto Parts	\$24.72	1500-22260-402320	1910-283794
07/15/2013	767390	Carquest Auto Parts	\$7.45	2110-31320-402320	1910-283835
07/15/2013	767390	Carquest Auto Parts	\$33.07	5410-31220-402320	1910-283986
07/15/2013	767390	Carquest Auto Parts	\$7.34	6010-15530-402650	1910-284056
07/15/2013	767390	Carquest Auto Parts	\$20.75	2110-31320-402320	1910-284156
07/15/2013	767390	Carquest Auto Parts	\$120.20	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292873
07/15/2013	767390	Carquest Auto Parts	\$30.10	6010-00000-141000	1910-282537 PO NUM 292191
07/15/2013	767390	Carquest Auto Parts	\$6.90	6010-00000-141000	1910-282766 PO NUM 292191
07/15/2013	767390	Carquest Auto Parts	\$79.68	6010-00000-141000	1910-282835 PO NUM 292191
07/15/2013	767390	Carquest Auto Parts	\$13.75	5410-31220-402320	1910-282498
07/15/2013	767390	Carquest Auto Parts	\$10.46	5410-31230-402320	1910-282498
07/15/2013	767390	Carquest Auto Parts	\$16.79	6010-15530-402650	1910-282503
07/15/2013	767390	Carquest Auto Parts	\$36.22	1500-21120-402320	1910-282560
07/15/2013	767390	Carquest Auto Parts	\$20.79	5410-31230-402320	1910-282766
07/15/2013	767390	Carquest Auto Parts	\$188.84	6010-00000-141000	1910-283091 PO NUM 292191
07/15/2013	767390	Carquest Auto Parts	\$69.36	6010-00000-141000	1910-283354 PO NUM 292191
07/15/2013	767390	Carquest Auto Parts	\$56.70	6010-00000-141000	1910-283354 PO NUM 292191
07/15/2013	767390	Carquest Auto Parts	\$5.26	5120-84000-402450	Sprinkler motor spark plug
07/15/2013	767390	Carquest Auto Parts	\$13.49	1500-21120-402320	1910-283233
07/15/2013	767390	Carquest Auto Parts	\$11.21	1500-21120-402320	1910-283233
07/15/2013	767390	Carquest Auto Parts	\$9.17	1500-21120-402320	1910-283387
07/15/2013	767390	Carquest Auto Parts	\$79.54	1500-21120-402320	1910-283460
07/15/2013	767390	Carquest Auto Parts	\$142.48	5020-74000-402320	NONSTOCKING ITEMS-P.U.D.
07/15/2013	767390	Carquest Auto Parts	\$5.23	5020-74000-402310	NONSTOCKING ITEMS-P.U.D.
07/15/2013	767390	Carquest Auto Parts	\$15.98	5020-75000-402320	NONSTOCKING ITEMS-P.U.D.
07/15/2013	767390	Carquest Auto Parts	\$32.52	5020-74000-402450	Filters
07/15/2013	767390	Carquest Auto Parts	\$39.68	5120-84000-402320	NONSTOCKING ITEMS-P.U.D.
07/15/2013	767391	CDW Government Inc	\$716.52	6060-19310-409480	(6) Proline Nortel Modules 6060-19310-409480 (4) Modules Depot 6200-19110-409480 (2) Modules 9-1-1 Project
07/15/2013	767391	CDW Government Inc	\$358.26	6200-19110-409480	(6) Proline Nortel Modules 6060-19310-409480 (4) Modules Depot 6200-19110-409480 (2) Modules 9-1-1 Project
07/15/2013	767391	CDW Government Inc	\$3,655.20	6200-19110-409480	(4) Proline 10GB
07/15/2013	767392	Chicago Title of Montana LLC	\$15,000.00	2770-65810-407277	FTHB Blake Heiser 725 N. Wagner Lane
07/15/2013	767393	CK Roofing	\$2,500.00	8730-51990-403990	Materials for shelter roofing projects.
07/15/2013	767398	Cop Construction Co	\$126,507.85	5130-85910-409340	WO 13-01 2013 Water & Sewer Replacement Sch 3
07/15/2013	767398	Cop Construction Co	\$143,207.36	5030-75910-409340	WO 13-01 2013 Water & Sewer Replacement Sch 2
07/15/2013	767398	Cop Construction Co	\$328,484.26	5130-85910-409340	WO 13-01 2013 Water & Sewer Replacement Sch 2
07/15/2013	767398	Cop Construction Co	\$67,373.12	5030-75910-409340	WO 10-08 WTF Clearwell Baffle Project; Change Order #7 08/27/12
07/15/2013	767398	Cop Construction Co	\$51,151.10	5030-75910-409340	WO 10-08 WTP Clearwell Baffle Project; CO#8 10/09/12
07/15/2013	767398	Cop Construction Co	\$120,434.61	5030-00000-201100	WO 12-01 2012 Water & Sewer Sch 1A & 1B
07/15/2013	767400	County Water District Of Billings Heights	\$0.00	1500-22210-403420	FIRE 6: WATER SERVICE (SUMMER)

07/15/2013	767400	County Water District Of Billings Heights	\$174.45	1500-22210-403420	FIRE 6: WATER SERVICE (FALL,WINTER,SPRING MONTHS)
07/15/2013	767400	County Water District Of Billings Heights	\$19,719.36	8050-15700-405350	fire hydrant rentals
07/15/2013	767400	County Water District Of Billings Heights	\$317.91	5120-85000-403420	1840 St Andrews
07/15/2013	767409	Dixie Petro-Chem	\$2,752.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292980
07/15/2013	767412	Dowl Hkm	\$14,377.66	5030-75910-409340	WO 13-01 2013 Sanitary Sewer & Water Replacement
07/15/2013	767412	Dowl Hkm	\$56,363.90	5130-85910-409340	WO 13-01 2013 Sanitary Sewer & Water Replacement
07/15/2013	767412	Dowl Hkm	\$10,328.91	5030-75910-409340	WO 09-20 Rimrck Rd Forsythia Blvd to Shiloh Rd; CO#3 05/13/12
07/15/2013	767412	Dowl Hkm	\$813.66	4440-31650-409311	WO 09-20 Rimrck Rd Forsythia Blvd to Shiloh Rd; CO#3 05/13/12
07/15/2013	767412	Dowl Hkm	\$24,775.05	2050-31310-409310	WO 09-20 Rimrck Rd Forsythia Blvd to Shiloh Rd; CO#3 05/13/12
07/15/2013	767414	Downtown Billings BID, Inc.	\$99,919.33	7800-15750-407680	Paid May, distributed June 2013
07/15/2013	767420	Farstad Oil Inc	\$1,414.60	5120-84000-402310	Mobilgard generator oil
07/15/2013	767420	Farstad Oil Inc	\$1,414.60	5120-84000-402310	Mobilgard engine generator oil
07/15/2013	767428	First Montana Title Co	\$15,000.00	2770-65810-407277	FTHB Ashley Marquart 14 Marshall Drive
07/15/2013	767436	Gas Drive Global(US) Inc.	\$2,577.83	5120-84000-402450	Engine generator parts
07/15/2013	767440	Gillig Corporation	\$3,065.11	6010-00000-141714	4927467 PO NUM 293103
07/15/2013	767440	Gillig Corporation	\$948.72	5710-71440-402320	4921108
07/15/2013	767444	Great Falls Upholstery	\$6,800.00	9000-00000-229000	Bid security refund - Airport Terminal seating upholstery
07/15/2013	767452	High Point Networks LLC	\$2,400.00	6200-19110-409480	Web Server Audit
07/15/2013	767452	High Point Networks LLC	\$330.00	6200-19110-403452	Replication on wwtpw03k 1 server
07/15/2013	767452	High Point Networks LLC	\$7.50	6200-19110-403452	Remove it-w3k01 from DNS Servers
07/15/2013	767452	High Point Networks LLC	\$7.50	6200-19110-403452	Balance on PO 13-000155 is \$7.50
07/15/2013	767454	I D Corporation	\$21,671.10	6500-15660-409250	High Point Networks Professional Servoces
07/16/2013	767621	Iaff	\$4,361.90	9000-00000-209920	BOC Garage Lighting Retrofit
07/15/2013	767456	IBM Corporation	\$19,786.00	5620-71200-409490	Payroll Summary
07/15/2013	767458	Iffland Kevin	\$61.17	1500-21120-402310	(2) IBM System x3630 M4
07/15/2013	767458	Iffland Kevin	\$3,012.46	1500-21120-403590	Oil Change
07/15/2013	767458	Iffland Kevin	\$192.01	1500-21120-402261	Travel Reimbursement 5093 - Traveled to Washington, DC to attend the Law Enforcement FBI Academy for 3 months
07/15/2013	767458	Iffland Kevin	\$215.00	1500-21110-403350	Equipment Allowance Reimbursement - Eddie Bauer 6/25/13, Cabelas 6/25/13, Cabelas 6/28/13, Columbia Sportswear 6/25/13
07/15/2013	767463	Ingram Library Services Inc.	\$39.53	2600-55190-403227	Reimbursement for 2013 FBI National Academy Membership
07/15/2013	767463	Ingram Library Services Inc.	\$194.85	2600-55190-403333	Invoice 72498641
07/15/2013	767463	Ingram Library Services Inc.	\$216.44	2600-55190-403222	Invoice 72498641
07/15/2013	767463	Ingram Library Services Inc.	\$118.15	2600-55190-403226	Invoice 72498642
07/15/2013	767463	Ingram Library Services Inc.	\$17.09	2600-55190-403333	Invoice 72498642
07/15/2013	767463	Ingram Library Services Inc.	\$16.48	2600-55190-403334	Invoice 72498642
07/15/2013	767463	Ingram Library Services Inc.	\$80.09	2600-55190-403242	Invoice 72498643
07/15/2013	767463	Ingram Library Services Inc.	\$41.42	2600-55190-403226	Invoice 72503561
07/15/2013	767463	Ingram Library Services Inc.	\$8.99	2600-55190-403226	Invoice 72503562
07/15/2013	767463	Ingram Library Services Inc.	\$15.92	2600-55190-403226	Invoice 72503563
07/15/2013	767463	Ingram Library Services Inc.	\$17.94	2600-55190-403226	Invoice 72503564
07/15/2013	767463	Ingram Library Services Inc.	\$55.23	2600-55190-403242	Invoice 72503565
07/15/2013	767463	Ingram Library Services Inc.	\$10.02	2600-55190-403255	Invoice 72375787
07/15/2013	767463	Ingram Library Services Inc.	\$16.49	2600-55190-403222	Invoice 72375755
07/15/2013	767463	Ingram Library Services Inc.	\$15.33	2600-55190-403226	Invoice 72375755
07/15/2013	767463	Ingram Library Services Inc.	\$4.79	2600-55190-403241	Invoice 72375755
07/15/2013	767463	Ingram Library Services Inc.	\$41.23	2600-55190-403242	Invoice 72375755
07/15/2013	767463	Ingram Library Services Inc.	\$55.62	2600-55190-403226	Invoice 72375789
07/15/2013	767463	Ingram Library Services Inc.	\$37.90	2600-55190-403226	Inv 72375790
07/15/2013	767463	Ingram Library Services Inc.	\$81.41	2600-55190-403226	Inv 72375791
07/15/2013	767463	Ingram Library Services Inc.	\$22.98	2600-55190-403333	Inv 72375791
07/15/2013	767463	Ingram Library Services Inc.	\$55.23	2600-55190-403242	Invoice 72375792
07/15/2013	767463	Ingram Library Services Inc.	\$77.90	2600-55110-407930	Invoice 72375793
07/15/2013	767463	Ingram Library Services Inc.	\$267.34	2600-55190-403222	Invoice 72393431

07/15/2013	767463	Ingram Library Services Inc.	\$2,110.04	2600-55190-403226	Invoice 72393431
07/15/2013	767463	Ingram Library Services Inc.	\$101.48	2600-55190-403255	Invoice 72393431
07/15/2013	767463	Ingram Library Services Inc.	\$138.14	2600-55190-403333	Invoice 72393431
07/15/2013	767463	Ingram Library Services Inc.	\$74.18	2600-55190-403334	Invoice 72393431
07/15/2013	767468	J & J Concrete Inc.	\$75,035.58	4450-31650-409311	WO 13-02 Misc Developer
07/15/2013	767468	J & J Concrete Inc.	\$50,573.11	2050-31310-409310	WO 13-02 Misc Developer
07/15/2013	767468	J & J Concrete Inc.	\$19,142.21	8400-31840-409310	WO 13-02 Misc Developer
07/15/2013	767468	J & J Concrete Inc.	\$2,600.00	5020-75000-403680	215 N 15 - sidewalk repair
07/15/2013	767469	JBT Aero Tech, Jetway Systems	\$3,949.46	5610-71120-402450	Invoice #2299095. Jetbridge controller
07/15/2013	767469	JBT Aero Tech, Jetway Systems	\$84.98	5610-71120-402450	Invoice #2298949. Fix Jetbridge Monitor
07/15/2013	767476	Knife River (JTL Group Inc.)	\$2,759.06	2110-31320-404710	asphalt for Bitterroot
07/15/2013	767476	Knife River (JTL Group Inc.)	\$4,089.58	2110-31320-404710	asphalt for 9th & ave D/Bitterroot
07/15/2013	767476	Knife River (JTL Group Inc.)	\$466.90	2110-31320-404710	asphalt for bitterroot rd
07/15/2013	767476	Knife River (JTL Group Inc.)	\$886.24	2110-31320-404710	asphalt on 4th & custer/2nd w & miles
07/15/2013	767476	Knife River (JTL Group Inc.)	\$117.01	8730-51990-403650	Bedding rock for High Sierra.
07/15/2013	767476	Knife River (JTL Group Inc.)	\$1,706.94	2110-31320-404710	asphalt for n30th & 6th N
07/15/2013	767476	Knife River (JTL Group Inc.)	\$4,180.06	2110-31320-404710	asphalt used on 6th w & central
07/15/2013	767476	Knife River (JTL Group Inc.)	\$443.49	5020-74000-402450	Crushed base for dredge pond
07/15/2013	767476	Knife River (JTL Group Inc.)	-\$12.00	5020-75000-403680	Overpayment on vendor inv#292722
07/15/2013	767476	Knife River (JTL Group Inc.)	-\$8.00	5120-85000-403680	Overpayment on vendor inv#292722
07/15/2013	767476	Knife River (JTL Group Inc.)	\$2,090.90	2110-31320-404710	asphalt for Bitterroot
07/15/2013	767476	Knife River (JTL Group Inc.)	\$24,322.64	5030-75910-409340	WO 09-20 Rimrock Road Forsythia to Shiloh
07/15/2013	767476	Knife River (JTL Group Inc.)	\$326,079.20	8450-31860-409310	WO 09-20 Rimrock Road Forsythia to Shiloh
07/15/2013	767485	Mailing Technical Services	\$171.79	1500-21110-403110	Invoice 176177 - Evidence mailings
07/15/2013	767485	Mailing Technical Services	\$114.40	5210-15210-403110	parking - special inserts only
07/15/2013	767485	Mailing Technical Services	\$325.52	0100-15120-403110	Finance
07/15/2013	767485	Mailing Technical Services	\$4,171.95	6050-15150-403110	Postage Fund (weekly bills)
07/16/2013	767623	Montana CSED	\$4,085.81	9000-00000-209926	Payroll Summary
07/15/2013	767498	Montana Dept Of Transportation	\$9,840.22	5720-71510-409440	Local Match for purchase of 15 passenger van
07/16/2013	767625	Montana Municipal Interlocal Authority	\$395,210.98	9000-00000-209941	April 1, 2013 - June 30, 2013 Workers' Compensation Program
07/16/2013	767626	Montana State Fireman's Assoc	\$3,244.38	9000-00000-209924	Payroll Summary
07/15/2013	767500	Morrison Maierle Inc	\$15,771.33	2100-51510-409390	WO 11-10 25th Street Pedestrian Bridge Contract \$156,500.00 approved by CC 10/11/2011 Fund Amt Corr 2100-\$135,930.60 & 2360-\$21,069.40
07/15/2013	767500	Morrison Maierle Inc	\$2,444.57	2360-43700-409370	WO 11-10 25th Street Pedestrian Bridge Contract \$156,500.00 approved by CC 10/11/2011 Fund Amt Corr 2100-\$135,930.60 & 2360-\$21,069.40
07/15/2013	767500	Morrison Maierle Inc	\$16,488.48	4050-71250-409697	Invoice #130866. AIP-44 Runway 10L/28R Rehab Project - Federal Share
07/15/2013	767500	Morrison Maierle Inc	\$1,832.05	4050-71250-409698	Invoice #130866. AIP-44 Runway 10L/28R Rehab Project - Local Share
07/15/2013	767500	Morrison Maierle Inc	\$11,411.68	4050-71250-409697	AIP-44 Runway 10L/28R Rehab Project - Federal Share
07/15/2013	767500	Morrison Maierle Inc	\$1,267.96	4050-71250-409698	Invoice #130979. AIP-44 Runway 10L/28R Rehab Project - Local Share
07/15/2013	767503	MT Waterworks	\$107.04	5130-85910-409340	Saddles for sewer hookup
07/15/2013	767503	MT Waterworks	\$3,842.90	5130-85910-409340	Saddles & clamps
07/15/2013	767503	MT Waterworks	\$107.08	5030-75910-409340	Retraint lock
07/15/2013	767503	MT Waterworks	\$184.86	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293022
07/15/2013	767509	Northwest Industrial Supply, Inc.	\$139.14	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293008
07/15/2013	767509	Northwest Industrial Supply, Inc.	\$445.32	5030-75910-409340	Parts & supplies for pipebursting projec
07/15/2013	767509	Northwest Industrial Supply, Inc.	\$2.50	5020-75000-402360	Fusion heat plate parts
07/15/2013	767509	Northwest Industrial Supply, Inc.	\$105.84	5020-74000-402410	Handy Mat II - electrical tool
07/15/2013	767509	Northwest Industrial Supply, Inc.	\$105.84	5120-84000-402410	Handy Mat II - electrical tool
07/15/2013	767509	Northwest Industrial Supply, Inc.	\$339.84	6700-31410-402190	upside down marking paint
07/15/2013	767509	Northwest Industrial Supply, Inc.	\$211.50	5410-31220-402290	shovels for the garbage trucks
07/15/2013	767509	Northwest Industrial Supply, Inc.	\$360.00	5020-74000-402320	NONSTOCKING ITEMS-P.U.D.
07/15/2013	767509	Northwest Industrial Supply, Inc.	\$278.49	2110-31320-402920	crane truck tools
07/15/2013	767509	Northwest Industrial Supply, Inc.	\$28.85	5020-75000-402410	Rolling head chisel bar
07/15/2013	767509	Northwest Industrial Supply, Inc.	\$117.00	5020-75000-402410	Screwdrivers/sling
07/15/2013	767509	Northwest Industrial Supply, Inc.	\$62.98	5020-73120-402410	Pipe wrench
07/15/2013	767509	Northwest Industrial Supply, Inc.	\$98.22	5020-74000-402410	Metric hex tools
07/15/2013	767509	Northwest Industrial Supply, Inc.	\$19.05	5130-85910-409340	Saw blades
07/15/2013	767509	Northwest Industrial Supply, Inc.	\$71.04	5120-85000-402410	Gloves

07/15/2013	767509	Northwest Industrial Supply, Inc.	\$175.42	5020-73120-402410	Saw, pruning blade, vise
07/15/2013	767509	Northwest Industrial Supply, Inc.	\$14.25	5020-75000-402410	Tape measure
07/15/2013	767509	Northwest Industrial Supply, Inc.	\$161.55	5130-85910-409340	Pipebursting specific tools
07/15/2013	767509	Northwest Industrial Supply, Inc.	\$74.23	5020-75000-402410	Shovel and hook for chain
07/15/2013	767509	Northwest Industrial Supply, Inc.	\$15.01	5130-85910-409340	Chisels used in pipebursting project
07/15/2013	767509	Northwest Industrial Supply, Inc.	\$21.75	5020-73120-402410	Screwdriver
07/15/2013	767510	Northwest Pipe Fittings	\$68.10	5020-73120-402380	Brass threaded bushing
07/15/2013	767510	Northwest Pipe Fittings	\$850.00	5020-73120-402380	Meter reading software
07/15/2013	767510	Northwest Pipe Fittings	\$15.82	1500-22310-402690	6" RISER CLAMP/DRY HYDRANT REPAIR PROJECT (SPINI)_
07/15/2013	767510	Northwest Pipe Fittings	\$0.10	5120-84000-402450	AFT drain parts
07/15/2013	767510	Northwest Pipe Fittings	\$525.00	5020-73120-402380	Meter register upgrade
07/15/2013	767510	Northwest Pipe Fittings	\$46.82	6010-00000-141000	1136445 PO NUM 292198
07/15/2013	767510	Northwest Pipe Fittings	\$468.41	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292874
07/15/2013	767510	Northwest Pipe Fittings	\$116.80	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292797
07/15/2013	767510	Northwest Pipe Fittings	\$1,185.50	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292830
07/15/2013	767510	Northwest Pipe Fittings	\$47.10	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292832
07/15/2013	767510	Northwest Pipe Fittings	\$215.75	2110-31320-403650	galvanized elbow/coupling/pipe for irrig parts on shiloh
07/15/2013	767510	Northwest Pipe Fittings	\$16.82	2110-31320-403650	galvanized nipple for irrigation parts on shiloh
07/15/2013	767510	Northwest Pipe Fittings	\$272.02	2110-31320-403650	various irrigation parts for s27th islands
07/15/2013	767510	Northwest Pipe Fittings	\$8.12	2110-31320-403650	galvanized nipple for irrigation on shiloh
07/15/2013	767510	Northwest Pipe Fittings	\$107.34	2110-31320-403650	various irrigation parts on shiloh
07/15/2013	767510	Northwest Pipe Fittings	\$28.50	2110-31320-402380	waterbasket for 1000 oaks. drain to de-water ditch
07/15/2013	767510	Northwest Pipe Fittings	\$320.42	5120-84000-402450	Parts for centrifuge
07/15/2013	767510	Northwest Pipe Fittings	\$11,120.00	5020-73120-402380	6" Meter
07/15/2013	767510	Northwest Pipe Fittings	\$13,805.00	5020-73120-402380	8" meter
07/15/2013	767510	Northwest Pipe Fittings	\$33.40	5020-73120-402380	Full face gaskets
07/15/2013	767510	Northwest Pipe Fittings	\$8.12	2110-31320-403650	gal nipple for s27th island irrigation
07/15/2013	767510	Northwest Pipe Fittings	\$121.15	6010-00000-141000	1144499 PO NUM 292198
07/15/2013	767510	Northwest Pipe Fittings	\$626.48	5020-00000-141000	SYSTEMS PO NUM 292972
07/15/2013	767510	Northwest Pipe Fittings	\$13,462.98	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292978
07/15/2013	767510	Northwest Pipe Fittings	\$10,100.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292979
07/15/2013	767510	Northwest Pipe Fittings	\$29.52	5020-74000-402320	NONSTOCKING ITEMS-P.U.D.
07/15/2013	767510	Northwest Pipe Fittings	\$14.56	5410-31230-402320	1147002
07/15/2013	767510	Northwest Pipe Fittings	\$27.10	6010-15530-402650	1147002
07/15/2013	767511	Northwest Scientific Inc	\$30.76	5120-84000-402223	Buffer in capsules-lab
07/15/2013	767511	Northwest Scientific Inc	\$330.21	5120-84000-402223	Lab-triode combination probe
07/15/2013	767511	Northwest Scientific Inc	\$7.69	5120-84000-402223	Lab-buffer in capsules
07/15/2013	767511	Northwest Scientific Inc	\$162.96	5020-74000-402220	Restock lab supplies - Pipette tips
07/15/2013	767511	Northwest Scientific Inc	\$239.42	5020-74000-402220	Lab-microbiology pipets
07/15/2013	767511	Northwest Scientific Inc	\$117.36	5020-74000-402220	Chamber brite - lab supplies
07/15/2013	767511	Northwest Scientific Inc	\$7,838.30	5020-74000-402220	Undercounter flask scrubber - lab
07/15/2013	767511	Northwest Scientific Inc	\$88.63	5020-74000-402220	Lab supplies - electrode fill solution
07/15/2013	767511	Northwest Scientific Inc	\$154.37	5020-74000-402220	Potassium sulfate
07/15/2013	767511	Northwest Scientific Inc	\$289.58	5120-84000-402223	Lab bottles
07/15/2013	767512	NorthWestern Energy	\$10.36	4280-65900-409180	502 S 33rd Street (Irma House) HOME Program Electric Bill
07/15/2013	767512	NorthWestern Energy	\$288.08	5020-74000-403410	805 Constitution
07/15/2013	767512	NorthWestern Energy	\$3,972.44	5020-73140-403410	2251 Belknap Avenue
07/15/2013	767512	NorthWestern Energy	\$21,186.36	5020-74000-403410	2251 Belknap Avenue
07/15/2013	767512	NorthWestern Energy	\$79,448.86	5020-74000-403410	2251 Belknap Avenue
07/15/2013	767512	NorthWestern Energy	\$1,324.15	5120-83140-403410	2251 Belknap Avenue
07/15/2013	767512	NorthWestern Energy	\$58,833.43	5120-84000-403410	725 Hwy 87 East
07/15/2013	767512	NorthWestern Energy	\$4,477.23	5020-74000-403410	3116 17th St West
07/15/2013	767512	NorthWestern Energy	\$4,477.23	5020-74000-403410	3116 17th St West
07/15/2013	767512	NorthWestern Energy	\$911.78	5020-74000-403410	Airport Rd/17th St W/Hwy 3/Waldo
07/15/2013	767512	NorthWestern Energy	\$6,642.08	6500-15670-403410	01005073
07/15/2013	767512	NorthWestern Energy	\$573.48	1500-22210-403410	07125370
07/15/2013	767512	NorthWestern Energy	\$76.32	0100-51410-403410	07125396
07/15/2013	767512	NorthWestern Energy	\$95.07	0100-51220-403410	07126832
07/15/2013	767512	NorthWestern Energy	\$23.89	5710-71480-403410	07127640
07/15/2013	767512	NorthWestern Energy	\$297.70	5210-15950-403410	07208291
07/15/2013	767512	NorthWestern Energy	\$328.86	1500-22210-403410	07208408
07/15/2013	767512	NorthWestern Energy	\$820.35	0100-51260-403410	07208416

07/15/2013	767512	NorthWestern Energy	\$2,281.03	5020-74000-403410	07222524
07/15/2013	767512	NorthWestern Energy	\$7.40	0100-51120-403410	07222532
07/15/2013	767512	NorthWestern Energy	\$208.08	0100-51120-403410	07222565
07/15/2013	767512	NorthWestern Energy	\$9.43	0100-51120-403410	07222581
07/15/2013	767512	NorthWestern Energy	\$21.38	0100-51120-403410	07222599
07/15/2013	767512	NorthWestern Energy	\$9.27	0100-51120-403410	07222722
07/15/2013	767512	NorthWestern Energy	\$6.18	8720-51980-403410	07222722
07/15/2013	767512	NorthWestern Energy	\$29.52	0100-51120-403410	07222730
07/15/2013	767512	NorthWestern Energy	\$12.38	0100-51120-403410	07222748
07/15/2013	767512	NorthWestern Energy	\$103.37	0100-51120-403410	07222755
07/15/2013	767512	NorthWestern Energy	\$37.19	0100-51120-403410	07222771
07/15/2013	767512	NorthWestern Energy	\$30.79	0100-51120-403410	07222789
07/15/2013	767512	NorthWestern Energy	\$15.81	0100-51120-403410	07222797
07/15/2013	767512	NorthWestern Energy	\$7.40	0100-51120-403410	07222805
07/15/2013	767512	NorthWestern Energy	\$7.40	0100-51120-403410	07222813
07/15/2013	767512	NorthWestern Energy	\$7.40	0100-51120-403410	07222839
07/15/2013	767512	NorthWestern Energy	\$7.40	0100-51120-403410	07222847
07/15/2013	767512	NorthWestern Energy	\$15.81	0100-51120-403410	07228083
07/15/2013	767512	NorthWestern Energy	\$11.05	0100-51120-403410	07228521
07/15/2013	767512	NorthWestern Energy	\$9.43	0100-51120-403410	07228620
07/15/2013	767512	NorthWestern Energy	\$148.93	0100-51120-403410	07229016
07/15/2013	767512	NorthWestern Energy	\$8.96	0100-51120-403410	07229768
07/15/2013	767512	NorthWestern Energy	\$123.71	0100-51120-403410	07229958
07/15/2013	767512	NorthWestern Energy	\$79.56	0100-51120-403410	07230055
07/15/2013	767512	NorthWestern Energy	\$7.40	0100-51120-403410	07230253
07/15/2013	767512	NorthWestern Energy	\$16.37	0100-51120-403410	07230394
07/15/2013	767512	NorthWestern Energy	\$4,098.89	5020-74000-403410	07230436
07/15/2013	767512	NorthWestern Energy	\$7.40	0100-51120-403410	07230469
07/15/2013	767512	NorthWestern Energy	\$14.92	0100-51120-403410	07230493
07/15/2013	767512	NorthWestern Energy	\$27.57	0100-51120-403410	07230535
07/15/2013	767512	NorthWestern Energy	\$18.24	0100-51120-403410	07230642
07/15/2013	767512	NorthWestern Energy	\$18.24	0100-51120-403410	07230659
07/15/2013	767512	NorthWestern Energy	\$169.39	6070-22350-403410	10069151
07/15/2013	767512	NorthWestern Energy	\$37.97	8720-51980-403410	10458131
07/15/2013	767512	NorthWestern Energy	\$0.29	2110-31320-403410	10458206
07/15/2013	767512	NorthWestern Energy	\$254.73	0100-51120-403410	11412848
07/15/2013	767512	NorthWestern Energy	\$65.71	0100-51120-403410	11565272
07/15/2013	767512	NorthWestern Energy	\$924.68	0100-51120-403410	11607801
07/15/2013	767512	NorthWestern Energy	\$47.11	5020-74000-403410	11608072
07/15/2013	767512	NorthWestern Energy	\$1,420.52	1500-21710-403410	11834835
07/15/2013	767512	NorthWestern Energy	\$14.82	0100-51120-403410	12300661
07/15/2013	767512	NorthWestern Energy	\$7.83	0100-51120-403410	12422226
07/15/2013	767512	NorthWestern Energy	\$69.83	0100-51120-403410	12488631
07/15/2013	767512	NorthWestern Energy	\$0.61	8720-51980-403410	13127071
07/15/2013	767512	NorthWestern Energy	\$40.53	5020-74000-403410	13466735
07/15/2013	767512	NorthWestern Energy	\$1.21	0100-51120-403410	14093942
07/15/2013	767512	NorthWestern Energy	\$58.52	8720-51980-403410	15137961
07/15/2013	767512	NorthWestern Energy	\$63.84	8720-51980-403410	15138001
07/15/2013	767512	NorthWestern Energy	\$22.34	8720-51980-403410	15138027
07/15/2013	767512	NorthWestern Energy	\$13.93	8720-51980-403410	15138043
07/15/2013	767512	NorthWestern Energy	\$8.62	8720-51980-403410	15143886
07/15/2013	767512	NorthWestern Energy	\$8.18	8720-51980-403410	15642093
07/15/2013	767512	NorthWestern Energy	\$7.83	0100-51120-403410	15882624
07/15/2013	767512	NorthWestern Energy	\$13.27	0100-51410-403410	16352890
07/15/2013	767512	NorthWestern Energy	\$27.66	0100-51120-403410	16926669
07/15/2013	767512	NorthWestern Energy	\$1,334.57	5210-15910-403410	15696362
07/15/2013	767512	NorthWestern Energy	\$106.95	5610-71130-403410	07125339
07/15/2013	767512	NorthWestern Energy	\$15.81	5610-71130-403410	07125347
07/15/2013	767512	NorthWestern Energy	\$228.05	5610-71130-403410	07125354
07/15/2013	767512	NorthWestern Energy	\$19.23	5610-71130-403410	07127913
07/15/2013	767512	NorthWestern Energy	\$18.14	5610-71130-403410	07127954
07/15/2013	767512	NorthWestern Energy	\$9.95	5610-71130-403410	07127970
07/15/2013	767512	NorthWestern Energy	\$9.39	5610-71170-403410	07128051
07/15/2013	767512	NorthWestern Energy	\$8.72	5610-71130-403410	07128135
07/15/2013	767512	NorthWestern Energy	\$2,250.96	5610-71130-403410	07195431

07/15/2013	767512	NorthWestern Energy	\$19.03	5610-71130-403410	07197593
07/15/2013	767512	NorthWestern Energy	\$23.22	5610-71130-403410	07197601
07/15/2013	767512	NorthWestern Energy	\$18.14	5610-71130-403410	07197619
07/15/2013	767512	NorthWestern Energy	\$14.59	5610-71130-403410	07197627
07/15/2013	767512	NorthWestern Energy	\$19.69	5610-71130-403410	07202963
07/15/2013	767512	NorthWestern Energy	\$95.26	0100-51290-403410	09998071
07/15/2013	767512	NorthWestern Energy	\$0.20	8720-51980-403410	10291920
07/15/2013	767512	NorthWestern Energy	\$23.45	5210-15240-403410	15696313
07/15/2013	767512	NorthWestern Energy	\$64.78	0100-51120-403410	18494088
07/15/2013	767512	NorthWestern Energy	\$50.27	0100-51120-403410	19049444
07/15/2013	767512	NorthWestern Energy	\$1.00	8720-51980-403410	19486679
07/15/2013	767512	NorthWestern Energy	\$6.41	8720-51980-403410	20558177
07/15/2013	767512	NorthWestern Energy	\$16.36	1500-22210-403410	07125321
07/15/2013	767512	NorthWestern Energy	\$506.84	0100-51410-403410	07125388
07/15/2013	767512	NorthWestern Energy	\$229.99	5710-71430-403410	07192255
07/15/2013	767512	NorthWestern Energy	\$222.79	1500-22210-403410	07208176
07/15/2013	767512	NorthWestern Energy	\$10.68	5020-74000-403410	07222490
07/15/2013	767512	NorthWestern Energy	\$3,689.26	5020-74000-403410	07222706
07/15/2013	767512	NorthWestern Energy	\$68.15	5120-85000-403410	07233836
07/15/2013	767512	NorthWestern Energy	\$7.40	8720-51980-403410	07233844
07/15/2013	767512	NorthWestern Energy	\$1,003.73	5120-85000-403410	07234040
07/15/2013	767512	NorthWestern Energy	\$334.48	5120-85000-403410	07238785
07/15/2013	767512	NorthWestern Energy	\$75.01	0100-51120-403410	08134892
07/15/2013	767512	NorthWestern Energy	\$8.29	8720-51980-403410	08814550
07/15/2013	767512	NorthWestern Energy	\$178.40	5020-74000-403410	11422532
07/15/2013	767512	NorthWestern Energy	\$547.46	0100-51120-403410	11914041
07/15/2013	767512	NorthWestern Energy	\$9.10	8720-51980-403410	07233851
07/15/2013	767512	NorthWestern Energy	\$9.10	8720-51980-403410	07233869
07/15/2013	767512	NorthWestern Energy	\$9.10	8720-51980-403410	07233877
07/15/2013	767512	NorthWestern Energy	\$9.10	8720-51980-403410	07233885
07/15/2013	767512	NorthWestern Energy	\$5.44	0100-51120-403410	07233919
07/15/2013	767512	NorthWestern Energy	\$3.63	8720-51980-403410	07233919
07/15/2013	767512	NorthWestern Energy	\$9.10	8720-51980-403410	07233927
07/15/2013	767512	NorthWestern Energy	\$8.18	8720-51980-403410	07233935
07/15/2013	767512	NorthWestern Energy	\$7.40	8720-51980-403410	07233943
07/15/2013	767512	NorthWestern Energy	\$7.40	8720-51980-403410	07233950
07/15/2013	767512	NorthWestern Energy	\$7.40	8720-51980-403410	07233968
07/15/2013	767512	NorthWestern Energy	\$7.40	8720-51980-403410	07233976
07/15/2013	767512	NorthWestern Energy	\$7.40	8720-51980-403410	07233984
07/15/2013	767512	NorthWestern Energy	\$7.40	8720-51980-403410	07238355
07/15/2013	767512	NorthWestern Energy	\$9.43	8720-51980-403410	07238363
07/15/2013	767512	NorthWestern Energy	\$299.96	8720-51980-403410	07238793
07/15/2013	767512	NorthWestern Energy	\$8.07	8720-51980-403410	07238835
07/15/2013	767512	NorthWestern Energy	\$99.58	0100-51120-403410	07238843
07/15/2013	767512	NorthWestern Energy	\$8.18	8720-51980-403410	07238850
07/15/2013	767512	NorthWestern Energy	\$18.25	0100-51120-403410	07238876
07/15/2013	767512	NorthWestern Energy	\$217.43	0100-51120-403410	07931348
07/15/2013	767512	NorthWestern Energy	\$61.30	0100-51120-403410	09208018
07/15/2013	767512	NorthWestern Energy	\$0.90	8720-51980-403410	09718248
07/15/2013	767512	NorthWestern Energy	\$18.46	0100-51120-403410	09789173
07/15/2013	767512	NorthWestern Energy	\$7.40	8720-51980-403410	07238405
07/15/2013	767512	NorthWestern Energy	\$11.05	5120-85000-403410	17040254
07/15/2013	767512	NorthWestern Energy	\$31.53	5120-85000-403410	17040304
07/15/2013	767512	NorthWestern Energy	\$12.50	2110-31320-403410	17389891
07/15/2013	767512	NorthWestern Energy	\$9.07	5020-74000-403410	18672659
07/15/2013	767512	NorthWestern Energy	\$8.83	0100-51120-403410	19022573
07/15/2013	767512	NorthWestern Energy	\$17.14	0100-51120-403410	19412436
07/15/2013	767512	NorthWestern Energy	\$182.17	1500-21150-403410	19841501
07/15/2013	767512	NorthWestern Energy	\$299.61	1500-21150-403410	19841550
07/15/2013	767512	NorthWestern Energy	\$1.30	8720-51980-403410	20413621
07/15/2013	767512	NorthWestern Energy	\$8.62	2110-31320-403410	20470001
07/15/2013	767512	NorthWestern Energy	\$8.72	2110-31320-403410	20470076
07/15/2013	767512	NorthWestern Energy	\$8.83	2110-31320-403410	20470100
07/15/2013	767512	NorthWestern Energy	\$8.72	2110-31320-403410	20470118
07/15/2013	767512	NorthWestern Energy	\$8.50	2110-31320-403410	20470134

07/15/2013	767512	NorthWestern Energy	\$8.96	2110-31320-403410	20470175
07/15/2013	767512	NorthWestern Energy	\$8.83	2110-31320-403410	20470183
07/15/2013	767512	NorthWestern Energy	\$7.72	2110-31320-403410	20470191
07/15/2013	767512	NorthWestern Energy	\$121.09	5210-15950-403410	2128319-7
07/15/2013	767512	NorthWestern Energy	\$7.40	0100-51120-403410	08317026
07/15/2013	767512	NorthWestern Energy	\$7.62	2110-31320-403410	08554040
07/15/2013	767512	NorthWestern Energy	\$20,979.89	5610-71120-403410	0100482-9. June 2013 Airport Main Vault
07/15/2013	767512	NorthWestern Energy	\$409.84	1500-22210-403410	FIRE 6: ELECTRICAL SERVICE - 1601 SAINT ANDREWS - ACCOUNT #0100477-9
07/15/2013	767512	NorthWestern Energy	\$2,691.13	5710-71430-403410	Electricity for Metroplex 05/24/13 to 06/25/13
07/15/2013	767512	NorthWestern Energy	\$776.44	5020-74000-403410	1699 High Sierra Blvd
07/15/2013	767513	NPC Research	\$3,460.50	7380-12640-403510	Billings#15 June Invoice NPC Research
07/15/2013	767521	Park Olympic	\$20,282.08	5020-00000-115731	MANUAL CHECK 000007694
07/15/2013	767524	Pierce RV Sales	\$2,830.00	5020-74000-402320	Vehicle Topper
07/15/2013	767527	Public Utilities	\$226.26	8720-51980-403420	676554066
07/15/2013	767527	Public Utilities	\$1,024.71	5120-84000-403420	187212152
07/15/2013	767527	Public Utilities	\$2,708.47	8720-51980-403420	11498915890
07/15/2013	767527	Public Utilities	\$3,697.72	8720-51980-403420	11498915891
07/15/2013	767527	Public Utilities	\$888.70	0100-51120-403420	676333936
07/15/2013	767527	Public Utilities	\$592.48	8720-51980-403420	676333936
07/15/2013	767527	Public Utilities	\$1,992.69	8720-51980-403420	11828118660
07/15/2013	767527	Public Utilities	\$1,099.96	8720-51980-403420	13019519760
07/15/2013	767527	Public Utilities	\$396.08	8720-51980-403420	13019521993
07/15/2013	767527	Public Utilities	\$347.83	8720-51980-403420	13592326953
07/15/2013	767527	Public Utilities	\$1,003.44	8720-51980-403420	13592722571
07/15/2013	767527	Public Utilities	\$151,767.22	8050-15700-405350	6712510003200
07/15/2013	767527	Public Utilities	\$522.58	5120-85000-403420	671274846
07/15/2013	767527	Public Utilities	\$130.66	2110-31320-403420	671294847
07/15/2013	767527	Public Utilities	\$90.69	8720-51980-403420	13592526964
07/15/2013	767527	Public Utilities	\$102.36	8720-51980-403420	675778356
07/15/2013	767527	Public Utilities	\$256.78	8720-51980-403420	676233865
07/15/2013	767527	Public Utilities	\$1,652.87	8720-51980-403420	676393901
07/15/2013	767527	Public Utilities	\$2,280.20	8720-51980-403420	676413853
07/15/2013	767527	Public Utilities	\$4,569.76	8720-51980-403420	676433910
07/15/2013	767527	Public Utilities	\$480.93	8720-51980-403420	676454062
07/15/2013	767527	Public Utilities	\$5,245.34	8720-51980-403420	676473935
07/15/2013	767527	Public Utilities	\$1,463.97	8720-51980-403420	676513943
07/15/2013	767527	Public Utilities	\$177.15	8720-51980-403420	676533868
07/15/2013	767527	Public Utilities	\$542.98	8720-51980-403420	676574011
07/15/2013	767527	Public Utilities	\$447.39	8720-51980-403420	676594010
07/15/2013	767527	Public Utilities	\$238.75	8720-51980-403420	676614077
07/15/2013	767527	Public Utilities	\$5,620.19	8720-51980-403420	676654097
07/15/2013	767527	Public Utilities	\$784.26	8720-51980-403420	676754063
07/15/2013	767527	Public Utilities	\$9,232.57	5610-71100-403420	68407759
07/15/2013	767527	Public Utilities	\$1,150.30	8720-51980-403420	8992912649100
07/15/2013	767527	Public Utilities	\$133.72	8720-51980-403420	899739343
07/15/2013	767527	Public Utilities	\$447.39	8720-51980-403420	10697714654
07/15/2013	767527	Public Utilities	\$16.29	8720-51980-403420	1142018810
07/15/2013	767527	Public Utilities	\$67.44	8720-51980-403420	11460717358
07/15/2013	767527	Public Utilities	\$518.86	8720-51980-403420	12051919090
07/15/2013	767527	Public Utilities	\$126.48	8720-51980-403420	13264320441
07/15/2013	767527	Public Utilities	\$9.54	5120-85000-403420	13670319854
07/15/2013	767527	Public Utilities	\$500.47	8720-51980-403420	15273330304
07/15/2013	767527	Public Utilities	\$302.89	6500-15660-403420	106989-12385
07/15/2013	767527	Public Utilities	\$687.75	8720-51980-403420	904059154
07/15/2013	767527	Public Utilities	\$10.67	8720-51980-403420	490833852
07/15/2013	767527	Public Utilities	\$290.56	8720-51980-403420	8934540476600
07/15/2013	767527	Public Utilities	\$45.73	8720-51980-403420	14662318478
07/15/2013	767527	Public Utilities	\$37.53	0100-51120-403420	676114023
07/15/2013	767527	Public Utilities	\$41.43	0100-51120-403420	7071528
07/15/2013	767528	Public Works-Administration	\$875.20	5050-75150-403671	PWU June Engineering permits - WSRP
07/15/2013	767528	Public Works-Administration	\$1,655.00	5020-75000-403680	PWU June Engineering permits - Watermain repairs
07/15/2013	767532	Recorded Books LLC	\$6,000.00	2600-55190-403381	Invoice 74757020
07/15/2013	767543	Riverside Contracting	\$436,438.92	4050-71250-409697	Invoice #13-000264-1. Runway 10L/28R Mill, Pave & Electrical - Federal Share

07/15/2013	767543	Riverside Contracting	\$48,493.21	4050-71250-409698	Invoice #13-000264-1. Runway 10L/28R Mill, Pave & Electrical - Local Share
07/15/2013	767543	Riverside Contracting	\$195,310.34	4050-71250-409697	Invoice #13-000264. Runway Weather Information System - Federal Share
07/15/2013	767543	Riverside Contracting	\$21,701.15	4050-71250-409698	Invoice #13-000264-1. Runway Weather Information System - Local Share
07/15/2013	767544	Riverstone Health	\$12,915.00	0100-15110-321611	Jan - June 2013 business license health fees.
07/15/2013	767548	Sanderson Stewart	\$21,590.91	8400-31840-403590	WO 12-17 Integrated Water Plan - Stormwater System Study
07/15/2013	767565	St Vincent Occupational Health	\$2,050.00	0100-17500-403572	Invoice #38709 Drug Tests/On-site nursing/physicals
07/15/2013	767565	St Vincent Occupational Health	\$80.00	1500-21120-403510	Invoice #38709 Drug Tests/On-site nursing/physicals
07/15/2013	767565	St Vincent Occupational Health	\$70.00	2110-31320-403510	Invoice #38709 Drug Tests/On-site nursing/physicals
07/15/2013	767565	St Vincent Occupational Health	\$90.00	5020-75000-403510	Invoice #38709 Drug Tests/On-site nursing/physicals
07/15/2013	767565	St Vincent Occupational Health	\$60.00	5120-85000-403510	Invoice #38709 Drug Tests/On-site nursing/physicals
07/15/2013	767565	St Vincent Occupational Health	\$70.00	5410-31210-403510	Invoice #38709 Drug Tests/On-site nursing/physicals
07/15/2013	767565	St Vincent Occupational Health	\$140.00	5710-71420-403510	Invoice #38709 Drug Tests/On-site nursing/physicals
07/15/2013	767565	St Vincent Occupational Health	\$70.00	5710-71470-403510	Invoice #38709 Drug Tests/On-site nursing/physicals
07/15/2013	767565	St Vincent Occupational Health	\$480.00	6270-17520-405160	Invoice #38709 Drug Tests/On-site nursing/physicals
07/15/2013	767565	St Vincent Occupational Health	\$15.00	6700-31410-403590	Invoice #38709 Drug Tests/On-site nursing/physicals
07/15/2013	767565	St Vincent Occupational Health	\$4,115.00	0100-17500-403572	Invoice #38387 Drug Testing/On-Site Nursing/Physicals
07/15/2013	767565	St Vincent Occupational Health	\$43.53	0100-51120-403510	Invoice #38387 Drug Testing/On-Site Nursing/Physicals
07/15/2013	767565	St Vincent Occupational Health	\$70.00	0100-51210-403510	Invoice #38387 Drug Testing/On-Site Nursing/Physicals
07/15/2013	767565	St Vincent Occupational Health	\$80.00	1500-21120-403510	Invoice #38387 Drug Testing/On-Site Nursing/Physicals
07/15/2013	767565	St Vincent Occupational Health	\$265.00	5020-73110-403510	Invoice #38387 Drug Testing/On-Site Nursing/Physicals
07/15/2013	767565	St Vincent Occupational Health	\$42.00	5020-75000-403510	Invoice #38387 Drug Testing/On-Site Nursing/Physicals
07/15/2013	767565	St Vincent Occupational Health	\$15.00	5120-84000-403510	Invoice #38387 Drug Testing/On-Site Nursing/Physicals
07/15/2013	767565	St Vincent Occupational Health	\$28.00	5120-85000-403510	Invoice #38387 Drug Testing/On-Site Nursing/Physicals
07/15/2013	767565	St Vincent Occupational Health	\$365.00	5410-31210-403510	Invoice #38387 Drug Testing/On-Site Nursing/Physicals
07/15/2013	767565	St Vincent Occupational Health	\$40.00	5610-71120-403510	Invoice #38387 Drug Testing/On-Site Nursing/Physicals
07/15/2013	767565	St Vincent Occupational Health	\$70.00	5610-71130-403510	Invoice #38387 Drug Testing/On-Site Nursing/Physicals
07/15/2013	767565	St Vincent Occupational Health	\$70.00	5710-71470-403510	Invoice #38387 Drug Testing/On-Site Nursing/Physicals
07/15/2013	767565	St Vincent Occupational Health	\$390.00	6270-17520-405160	Invoice #38387 Drug Testing/On-Site Nursing/Physicals
07/15/2013	767565	St Vincent Occupational Health	\$611.96	1500-22210-403510	38890: DEXTRAS, PAUL ANNUAL FIRE PHYSICAL 6/13/2013
07/15/2013	767565	St Vincent Occupational Health	\$611.96	1500-22290-403510	38890: NUGENT, STEVE ANNUAL FIRE PHYSICAL 6/27/2013
07/15/2013	767566	ST Vincent Primary Care Network	\$4,121.25	6270-17520-405160	EAP Visits from February - June 2013
07/15/2013	767573	Sunset Excavation	\$5,346.00	5050-75150-403671	673 Tabriz
07/15/2013	767573	Sunset Excavation	\$3,800.00	5050-75150-403671	Replace wtr svc - 117 S 29
07/15/2013	767578	Terracon Consultants Inc.	\$6,008.75	2030-15130-409224	Empire Garage pile driving inspection services
07/15/2013	767581	Tire-Rama	\$1,304.00	5410-31220-402390	new recaps from plant
07/15/2013	767581	Tire-Rama	\$1,374.50	5410-31220-402390	our recaps from plant
07/15/2013	767581	Tire-Rama	\$1,504.00	5410-31220-402390	our recaps from plant
07/15/2013	767581	Tire-Rama	\$1,381.50	5410-31220-402390	our recap tires from plant
07/15/2013	767581	Tire-Rama	\$1,184.00	5410-31220-402390	recaps from plant
07/15/2013	767581	Tire-Rama	\$1,304.00	5410-31220-402390	recaps from plant
07/15/2013	767581	Tire-Rama	\$1,184.00	5410-31220-402390	recaps from plant
07/15/2013	767581	Tire-Rama	\$1,504.00	5410-31220-402390	recaps from plant
07/15/2013	767581	Tire-Rama	\$1,413.50	5410-31220-402390	our recaps from plant
07/15/2013	767581	Tire-Rama	\$1,184.00	5410-31230-402390	recaps from plant
07/15/2013	767581	Tire-Rama	\$539.09	5410-31220-402390	new tire
07/15/2013	767581	Tire-Rama	\$1,304.00	5410-31220-402390	recaps from plant

07/15/2013	767581	Tire-Rama	\$1,304.00	5410-31220-402390	recaps from plant
07/15/2013	767581	Tire-Rama	\$15.00	2110-31320-402320	1050217380
07/15/2013	767581	Tire-Rama	\$1,483.36	5410-31220-402390	new tire for stock
07/15/2013	767581	Tire-Rama	\$1,483.36	5410-31220-402390	new tire for stock
07/15/2013	767581	Tire-Rama	\$15.00	5410-31230-402390	flat tire on sw car at landfill
07/15/2013	767581	Tire-Rama	\$15.00	2110-31320-402320	1050216341
07/15/2013	767581	Tire-Rama	\$15.00	2110-31320-402320	1050216446
07/15/2013	767581	Tire-Rama	\$15.00	2110-31320-402320	1050216540
07/15/2013	767581	Tire-Rama	\$260.00	5410-31220-402390	tire repairs
07/15/2013	767581	Tire-Rama	\$999.00	5410-31220-402390	tire repairs
07/15/2013	767581	Tire-Rama	\$190.95	5410-31230-402390	tire repairs at landfill
07/15/2013	767581	Tire-Rama	\$1,220.00	5410-31220-402390	tire repairs
07/15/2013	767581	Tire-Rama	\$41.63	5410-31230-402390	replace tire for ford ranger at landfill
07/15/2013	767587	Town & Country Supply Association	\$461.25	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293011
07/15/2013	767587	Town & Country Supply Association	\$13,986.80	5610-71130-402310	Invoice #104720. Bulk purchase of unleaded fuel for operations.
07/15/2013	767587	Town & Country Supply Association	\$27,111.39	5610-71180-402313	Invoice #104235. Car Rental Facility Fuel
07/15/2013	767587	Town & Country Supply Association	\$10,385.30	6010-00000-141000	104718 PO NUM 293053
07/15/2013	767587	Town & Country Supply Association	\$12,413.97	6010-00000-141000	106033 PO NUM 293053
07/15/2013	767587	Town & Country Supply Association	\$749.52	5020-74000-402310	Plant generator fuel
07/15/2013	767589	Tractor & Equipment Co.	\$1,574.18	5410-31230-402320	16 air filters door seals for unit #238 at landfill
07/15/2013	767589	Tractor & Equipment Co.	\$7,726.19	5410-31230-402320	BLW00138650
07/15/2013	767589	Tractor & Equipment Co.	\$4,486.33	5120-85000-402320	NONSTOCKING ITEMS-P.U.D.
07/15/2013	767589	Tractor & Equipment Co.	\$341.60	5410-31230-402320	latches for landfill
07/15/2013	767592	Tristate Equipment	\$146.10	6010-00000-141000	M69271 PO NUM 293007
07/15/2013	767592	Tristate Equipment	\$70.96	5410-31220-402320	M69266
07/15/2013	767592	Tristate Equipment	\$10.70	5410-31220-402320	M69267
07/15/2013	767592	Tristate Equipment	\$16.20	5410-31220-402320	M69275
07/15/2013	767592	Tristate Equipment	\$42.78	5410-31220-402320	M69398
07/15/2013	767592	Tristate Equipment	\$27.69	5410-31220-402320	M69398
07/15/2013	767592	Tristate Equipment	\$5.27	5410-31220-402320	M69404
07/15/2013	767592	Tristate Equipment	-\$777.22	5410-31220-402320	N22997
07/15/2013	767592	Tristate Equipment	\$2,905.56	2110-31320-402320	M69547
07/15/2013	767592	Tristate Equipment	\$165.00	2110-31320-402320	M69547
07/16/2013	767632	Unemployment Ins Contributions Bureau	\$46,036.24	9000-00000-209996	Montana Employer's Unemployment Insurance for Quarter Ended 6/30/13
07/15/2013	767595	Valmont Industries Inc	\$7,900.00	2110-00000-141318	STREET LIGHTS PO NUM 292588
07/15/2013	767604	Wilbur Ellis Co	\$82.50	8730-51990-403650	Fertilizer for parks.
07/15/2013	767604	Wilbur Ellis Co	\$165.00	8730-51990-403650	Fertilizer for parks.
07/15/2013	767604	Wilbur Ellis Co	\$11,907.00	8730-51990-403650	Park turf fertilizer for 350 acres of parkland. Payment #1
07/15/2013	767614	Yellowstone County Finance Dpt	\$9,940.00	1500-21110-403590	Prisoner Billings for Month Ending June 2013
07/15/2013	767614	Yellowstone County Finance Dpt	\$751.14	5210-00000-229161	County lot agreement. 1/2 meter collection.
07/15/2013	767615	Yellowstone County Sheriffs	\$1,716.34	7170-21660-407865	Drug Fofeture for 2006-SZ-008321601. Homeland Security.
07/15/2013	767615	Yellowstone County Sheriffs	\$962.50	7180-21600-407865	1/2 Share of Drug Forfeiture for case #11-19755.

Regular City Council Meeting

Meeting Date: 08/12/2013

TITLE: Payment of Claims July 23, 2013.

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$3,907,755.92 have been audited and are presented for your approval for payment. A complete listing of the claims dated July 23, 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

Attachments

Payment of Claims 7-22-2013

Check Date	Check	Name	Amount	Account	Item Desc
07/22/2013	767638	Accent Air & Mech Inc.	\$76,131.00	5620-71200-409290	Invoice #13-3537/13-3541. Terminal Building heat Pumps Replacement Project
07/22/2013	767638	Accent Air & Mech Inc.	\$520.00	5610-71120-402450	Invoice #13-3536. Heat pump loop repair fittings
07/22/2013	767644	American Assoc Of Airport Executive	\$4,800.00	5610-71140-403990	Invoice #589103. 7/1/13-6/30/2014 Airport Police IET Maintenance.
07/22/2013	767645	American Title & Escrow	\$6,700.00	2980-65560-407275	MHR-COOPER-31 JUBILLE-ESCROW
07/22/2013	767655	Best Best & Krieger LLP	\$21,812.53	0100-16110-403560	Bresnan Cablevision Transfer
07/22/2013	767661	Billings Clinic	\$600.00	1500-21200-407910	Sane Registration #2013058 - I
07/22/2013	767661	Billings Clinic	\$600.00	1500-21200-407910	Sane Registration #2013050 -
07/22/2013	767661	Billings Clinic	\$600.00	1500-21200-407910	Sane Registration #2013053 -
07/22/2013	767661	Billings Clinic	\$600.00	1500-21200-407910	Sane Registration #2013054 -
07/22/2013	767661	Billings Clinic	\$600.00	1500-21200-407910	Sane Registration # 2013059 -
07/22/2013	767661	Billings Clinic	\$600.00	1500-21200-407910	Sane Registration #2013064 -
07/22/2013	767662	Billings Community Cable	\$25,000.00	0100-14110-407266	Quarterly payment 7-2013
07/22/2013	767664	Billings Industrial Revitalization District Inc	\$34,624.00	2010-15070-407946	BIRD TIF Coordinator services 1st Qtr FY14
07/22/2013	767676	Business Tax Section	\$5,887.48	4050-71250-409697	Cargo Ramp Slot Four Expansion - Federal
07/22/2013	767676	Business Tax Section	\$654.16	4050-71250-409698	Cargo Ramp Slot Four Expansion - Local
07/22/2013	767676	Business Tax Section	\$2.33	4050-71250-409697	Cargo Ramp Slot Four Expansion - Federal
07/22/2013	767676	Business Tax Section	\$0.26	4050-71250-409698	Cargo Ramp Slot Four Expansion - Local
07/22/2013	767676	Business Tax Section	\$8,788.00	5440-31230-409390	WO 11-19 Landfill Phase 5 Expansion
07/22/2013	767676	Business Tax Section	\$470.00	6060-19310-409480	Tel Net PO 13-000391 Miller Building
07/22/2013	767676	Business Tax Section	\$205.00	4670-00000-201100	Final payment on retainage for business tax.
07/22/2013	767676	Business Tax Section	\$769.00	5620-71200-409290	Invoice #13-3537/13-3541. Terminal Building Heat Pumps Replacement Project
07/22/2013	767676	Business Tax Section	\$719.08	6200-19110-409480	PO13-000390 C&L Services, Inc.Business Tax Condit to 911 Center
07/22/2013	767677	C & L Service Inc	\$71,188.92	6200-19110-409480	9-1-1 Fiber Project
07/22/2013	767680	Chicago Title of Montana LLC	\$10,000.00	2770-65810-407277	FTHB Matthew Peters 550 Killarney
07/22/2013	767681	Civicplus	\$4,580.10	6200-19110-403552	Quarterly Fee for Hosting and Support July - September 2013
07/22/2013	767683	County Water District Of Billings Heights	\$1,810.51	0100-51120-403420	Water charges-Primrose
07/22/2013	767683	County Water District Of Billings Heights	\$695.85	8720-51980-403420	Water charges-Luthern
07/22/2013	767683	County Water District Of Billings Heights	\$1,563.80	8720-51980-403420	Water charges-Frances'
07/22/2013	767683	County Water District Of Billings Heights	\$2,607.47	8720-51980-403420	Water charges-Walden Grove
07/22/2013	767683	County Water District Of Billings Heights	\$301.57	0100-51120-403420	Water charges-Cleavenger
07/22/2013	767683	County Water District Of Billings Heights	\$658.17	8720-51980-403420	Water charges-Rolling Hills
07/22/2013	767683	County Water District Of Billings Heights	\$1,305.87	0100-51120-403420	Water charges-Arrowhead
07/22/2013	767683	County Water District Of Billings Heights	\$2,911.44	8720-51980-403420	Water charges-Twin Oaks
07/22/2013	767683	County Water District Of Billings Heights	\$1,989.42	0100-51120-403420	Water charges-Hawthorne
07/22/2013	767683	County Water District Of Billings Heights	\$33.90	0100-51120-403420	Water charges-Arrowhead
07/22/2013	767683	County Water District Of Billings Heights	\$1,826.84	8720-51980-403420	Water charges-Uinta
07/22/2013	767683	County Water District Of Billings Heights	\$16.95	2660-67730-409200	NSP-CONWAY-COUNTY WATER-JUNE
07/22/2013	767685	Csg Systems Inc	\$9,054.94	5020-73110-403110	Billing statements
07/22/2013	767685	Csg Systems Inc	\$6,036.62	5120-83110-403110	Billing statements
07/22/2013	767685	Csg Systems Inc	\$3,024.38	5020-73110-403111	Billing statements
07/22/2013	767685	Csg Systems Inc	\$2,016.26	5120-83110-403111	Billing statements
07/22/2013	767685	Csg Systems Inc	\$35.65	5410-31210-403365	Toxic Trash
07/22/2013	767685	Csg Systems Inc	\$164.43	7750-51540-407249	Memorial Tree
07/22/2013	767688	Data Imaging System, Inc.	\$4,995.00	2090-44510-403590	I14-000371 DIS PART 3 OF 2005 COMMERCIAL PLANS ON CD
07/22/2013	767690	Dell Computer L P	\$1,897.55	2090-44510-402925	Dell Precision M6700
07/22/2013	767690	Dell Computer L P	\$1,206.82	1500-21150-402277	(1) Dell OptiPlex 3010
07/22/2013	767690	Dell Computer L P	\$1,819.51	1500-22240-402925	(1) Dell Latitude E6530
07/22/2013	767690	Dell Computer L P	\$1,340.99	5610-71100-402925	Dell OptiPlex 3010
07/22/2013	767690	Dell Computer L P	\$2,353.81	5610-71100-402925	(1) Dell Precision T3600 Kim Annin
07/22/2013	767690	Dell Computer L P	\$2,356.20	5610-71100-402925	(2) OptiPlex 3010

07/22/2013	767695	Diamond Parking	\$3,102.00	2600-55110-403963	Parking Lot Rental July-September 2013
07/22/2013	767696	Dowl Hkm	\$16,885.00	5120-82110-403540	WO1214 IWP WW Collections System
07/23/2013	767860	Downtown Billings Partnership, Inc.	\$380.00	2030-15130-409224	valet parking agreement
07/23/2013	767860	Downtown Billings Partnership, Inc.	\$55,000.00	2030-15130-407946	Fund 203 FY 14 1st Qtr payment
07/22/2013	767701	Ebms	\$1,740.00	6270-17520-403511	July 2013
07/22/2013	767701	Ebms	\$17,852.04	6270-17520-403512	July 2013
07/22/2013	767701	Ebms	\$3,328.50	6270-17520-403513	July 2013
07/22/2013	767701	Ebms	\$42,082.20	6270-17520-403515	July 2013
07/22/2013	767701	Ebms	\$3,445.20	6270-17520-405161	July 2013
07/22/2013	767714	First Interstate Bank	\$132,200.00	2010-15070-407968	East TIF
07/22/2013	767715	Force America Distributing LLC	\$2,732.58	5610-71130-402320	Invoice #17010324. A-13 snowplow hydraulic parts to transfer runway snder onto rear chassis in place of dumpbox (improvements)
07/22/2013	767724	Good Earth Works Co Inc The	\$20,294.90	4670-00000-201100	Final payment on remaining retainage.
07/22/2013	767728	Great West Engineering, Inc	\$2,730.81	5440-31230-409390	WO 12-29 Solid Waste Management Plan
07/22/2013	767728	Great West Engineering, Inc	\$19,189.69	5440-31230-409390	WO 11-19 Landfill Phase 5 Expansion
07/22/2013	767732	Hawkins Inc.	\$1,568.43	0100-51260-402290	Chemicals for Rose Pool.
07/22/2013	767732	Hawkins Inc.	\$1,917.66	0100-51260-402290	Chemicals for Rose Pool.
07/22/2013	767733	Help/Systems	\$160.00	6200-19110-405370	SEQUEL Client Report Option
07/22/2013	767733	Help/Systems	\$5,865.00	6200-19110-405370	SEQUEL Data Access
07/22/2013	767733	Help/Systems	\$900.00	6200-19110-405370	July 1 2013 - June 30 2014 SEQUEL Web Interface July 1 2013 - June 30 2014
07/22/2013	767736	High Point Networks LLC	\$4,455.00	6200-19110-403552	33 hours Professional Services
07/22/2013	767741	IBM	\$5,151.00	2110-31320-409480	(1) IBM System x3500 M4 Server
07/22/2013	767745	Innoprise	\$838.28	5020-73110-403553	Innoprise conversion training
07/22/2013	767745	Innoprise	\$558.86	5120-83110-403553	Innoprise conversion training
07/22/2013	767745	Innoprise	\$36,065.00	0100-15120-403553	Finance - asset mgmt
07/22/2013	767745	Innoprise	\$10,466.00	5020-73110-403553	P/W Belknap - CIS module, Click2Gov - CX
07/22/2013	767745	Innoprise	\$10,466.00	5120-83110-403553	P/W Belknap - CIS module, Click2Gov - CX
07/22/2013	767745	Innoprise	\$7,301.00	0100-17500-403553	Human Resources - Payroll
07/22/2013	767745	Innoprise	\$8,268.00	6010-15500-403553	Fleet - Barcode interface
07/22/2013	767745	Innoprise	\$7,379.00	2090-31510-403553	Building - Click2Gov building permits
07/22/2013	767745	Innoprise	\$2,194.00	0100-43210-403553	Planning - planning/zoning, code enforcement
07/22/2013	767745	Innoprise	\$5,527.00	2400-43010-403553	Planning - planning/zoning, code enforcement
07/22/2013	767745	Innoprise	\$2,334.00	6200-19110-405315	IT - document mgmt serv, retro-fit mod option
07/22/2013	767747	Jacobs Consultancy Inc	\$4,380.00	5610-71100-403590	Inv #37BIL300-0613-08. May 2013 - June 7, 2013 Review of Airport financial model & preparation of FY2014 Airline Rates & Charges
07/22/2013	767767	Knife River (JTL Group Inc.)	\$582,860.48	4050-71250-409697	Cargo Ramp Slot Four Expansion - Federal Share
07/22/2013	767767	Knife River (JTL Group Inc.)	\$64,762.28	4050-71250-409698	Cargo Ramp Slot Four Expansion - Local Share
07/22/2013	767767	Knife River (JTL Group Inc.)	\$230.99	4050-71250-409697	Cargo Ramp Slot Four Expansion - Federal Share
07/22/2013	767767	Knife River (JTL Group Inc.)	\$25.67	4050-71250-409698	Cargo Ramp Slot Four Expansion - Local Share
07/22/2013	767769	L N Curtis & Sons	\$3,250.00	1500-22310-402320	3134485.00
07/22/2013	767769	L N Curtis & Sons	\$170.23	1500-22310-402320	3134485.00
07/22/2013	767769	L N Curtis & Sons	\$480.10	1500-22230-402290	ECRP15, AKRON 15" LIVE CORD REEL, COMPLETE W/150' OF 12/3 BLACK 300 VOLT CORD WITH FEMALE 15 AMP TWIST LOCK CONNECTION
07/22/2013	767769	L N Curtis & Sons	\$37.61	1500-22230-402290	ESTIMATED UPS CHARGES
07/22/2013	767769	L N Curtis & Sons	\$140.00	1500-22260-402320	3134873-00
07/22/2013	767769	L N Curtis & Sons	\$11.89	1500-22260-402320	3134873-00
07/22/2013	767769	L N Curtis & Sons	-\$466.10	1500-22310-402320	3134874-00
07/22/2013	767769	L N Curtis & Sons	-\$14.74	1500-22310-402320	3134874-00

07/22/2013	767773	Local 521	\$38,625.00	1500-22290-402260	FY2014: SUPPRESSION PERSONNEL / CLOTHING ALLOWANCE PER BARGAINING AGREEMENT (4-BC; 30-CAPTAINS; 30-ENGINEER; 39 FIREFIGHTERS)
07/22/2013	767773	Local 521	\$1,875.00	1500-22230-402260	FY2014: FIRE PREVENTION BUREAU / ANNUAL UNIFORM ALLOWANCE
07/22/2013	767773	Local 521	\$375.00	1500-22240-402260	FY2014: TRAINING OFFICER / ANNUAL UNIFORM ALLOWANCE
07/22/2013	767782	Missoula Public Library	\$1,200.00	2600-55110-407950	Heritage Quest/Ancestry Subscription for Billings Public Library
07/22/2013	767782	Missoula Public Library	\$4,925.00	2600-55190-403381	Heritage Quest/Ancestry Subscription for Billings Public Library
07/22/2013	767783	Montana Civil Contractors Inc	\$870,012.30	5440-31230-409390	WO 11-19 Landfill Phase 5 Expansion
07/22/2013	767784	Montana Dakota Utilities Co	\$10.87	5020-74000-403440	1626601000 4
07/22/2013	767784	Montana Dakota Utilities Co	\$55.86	1500-22210-403440	6728601000 3
07/22/2013	767784	Montana Dakota Utilities Co	\$15.50	0100-51220-403440	7037601000 8
07/22/2013	767784	Montana Dakota Utilities Co	\$138.83	1500-22210-403440	8193601000 8
07/22/2013	767784	Montana Dakota Utilities Co	\$2,431.35	0100-51260-403440	8796601000 8
07/22/2013	767784	Montana Dakota Utilities Co	\$42.16	0100-51220-403440	9023601000 6
07/22/2013	767784	Montana Dakota Utilities Co	\$11.73	2660-67730-409200	NSP-COWNAY-GAS-JUNE
07/22/2013	767785	Montana Department Of Environmental Quality	\$22,384.00	5410-31230-407635	solid waste management License #113b
07/22/2013	767786	Montana Dept Of Justice Cjin	\$2,401.42	2250-22320-403590	CJIN: SYSTEM USAGE COST (4)
07/22/2013	767786	Montana Dept Of Justice Cjin	\$1,800.00	2250-22320-403590	CJIN: DATAMAXX LICENSE (4)
07/22/2013	767787	Montana League Of Cities and Towns	\$18,000.00	0100-11000-403350	2013-2014 Membership Dues
07/22/2013	767788	Montana Municipal Interlocal Authority	\$21,996.01	6300-17530-407311	Deductible Recovery Invoice #613001
07/22/2013	767789	Montana Municipal Interlocal Authority	\$500,000.00	6300-17530-407311	Police Lawsuit
07/22/2013	767791	Montana State Library	\$14,704.00	2600-55190-403221	MTLibrary2Go FY1214 for Billings Public Library
07/22/2013	767793	Morrison Maierle Inc	\$37,213.04	4050-71250-409697	Cargo Ramp Slot 4 CA - Federal Share
07/22/2013	767793	Morrison Maierle Inc	\$4,134.78	4050-71250-409698	Cargo Ramp Slot 4 CA - Local Share
07/22/2013	767793	Morrison Maierle Inc	\$17,442.00	8400-31840-409310	WO 12-31 East End Industrial Storm Drain
07/22/2013	767794	National League Of Cities	\$8,743.00	0100-11000-403350	Inv. #91959 Member Dues
07/22/2013	767795	NATL Inc	\$5,450.00	1500-21150-402120	Item USA223R3, WIN 223 62 GR FMJ 20/bx 50/cs
07/22/2013	767795	NATL Inc	\$207.00	1500-21150-402120	Freight - UPS Ground
07/22/2013	767798	NorthWestern Energy	\$11,202.73	2110-31320-403410	Signal Bills
07/22/2013	767799	NorthWestern Energy	\$10,508.44	2600-55120-403410	Electric Usage 5/15/13-6/14/13
07/22/2013	767799	NorthWestern Energy	\$1,364.29	6500-15660-403410	11608023
07/22/2013	767799	NorthWestern Energy	\$2,552.71	6500-15660-403410	11608049
07/22/2013	767799	NorthWestern Energy	\$3,998.38	6500-15660-403410	12693917
07/22/2013	767799	NorthWestern Energy	\$351.67	0100-51120-403410	09254962
07/22/2013	767799	NorthWestern Energy	\$554.16	6500-15660-403410	09758087
07/22/2013	767799	NorthWestern Energy	\$51.61	5020-74000-403410	5809 Canyonwoods Dr
07/22/2013	767799	NorthWestern Energy	\$147.48	5120-85000-403410	822 Shiloh Crossing
07/22/2013	767799	NorthWestern Energy	\$136.97	5120-85000-403410	62nd St West @ Ironwood
07/22/2013	767799	NorthWestern Energy	\$1,409.54	0100-51270-403410	Electrical charges.
07/22/2013	767799	NorthWestern Energy	\$14.08	5610-71130-403410	1647695-4. July 2013 De-icer
07/22/2013	767799	NorthWestern Energy	\$794.60	5610-71170-403410	1669567-8. July 2013 TSA Building
07/22/2013	767799	NorthWestern Energy	\$1,829.63	5610-71130-403410	0100483-7. July 2013 Runway Lights
07/22/2013	767799	NorthWestern Energy	\$1,619.16	5610-71130-403410	0100484-5. July 2013 ARFF Facility
07/22/2013	767799	NorthWestern Energy	\$27.82	5610-71170-403410	1264299-7. July 2013 Old Hertz Car Wash
07/22/2013	767799	NorthWestern Energy	\$31.48	5610-71170-403410	1341288-7. July 2013 Old National/Alamo Car Wash
07/22/2013	767799	NorthWestern Energy	\$7.72	5610-71170-403410	1341289-5. July 2013 Old Thrifty/Dollar Car Wash
07/22/2013	767799	NorthWestern Energy	\$8.39	5610-71170-403410	1341291-1. July 2013 Old Enterprise Car Wash
07/22/2013	767799	NorthWestern Energy	\$382.07	5610-71170-403410	1341295-2. July 2013 Big Sky Ground
07/22/2013	767799	NorthWestern Energy	\$1,581.82	5610-71190-403410	1993430-6. July 2013 Car Wash
07/22/2013	767799	NorthWestern Energy	\$343.16	5610-71190-403410	2001846-1. July 2013 Mud Wash
07/22/2013	767799	NorthWestern Energy	\$220.04	5610-71190-403410	2001848-7. July 2013 Detail Bay 1 Hertz
07/22/2013	767799	NorthWestern Energy	\$304.29	5610-71190-403410	2001855-2. July 2013 Detail Bay 2 National/Alamo

07/22/2013	767799	NorthWestern Energy	\$137.68	5610-71190-403410	2001862-8. July 2013 Detail Bay 3 Enterprise
07/22/2013	767799	NorthWestern Energy	\$194.02	5610-71190-403410	2001865-1. July 2013 Detail Bay 4 Avis/Budget
07/22/2013	767799	NorthWestern Energy	\$110.58	5610-71190-403410	2001867-7. July 2013 Detail Bay 5 Thrifty/Dollar
07/22/2013	767799	NorthWestern Energy	\$42.77	0100-51270-403410	07123870
07/22/2013	767799	NorthWestern Energy	\$241.98	0100-51220-403410	07125362
07/22/2013	767799	NorthWestern Energy	\$36.40	0100-51220-403410	07208184
07/22/2013	767799	NorthWestern Energy	\$1,872.23	0100-51260-403410	07208218
07/22/2013	767799	NorthWestern Energy	\$10,054.65	5020-74000-403410	07222649
07/22/2013	767799	NorthWestern Energy	\$755.13	0100-51120-403410	07222870
07/22/2013	767799	NorthWestern Energy	\$3,703.93	5020-74000-403410	07230402
07/22/2013	767799	NorthWestern Energy	\$560.15	0100-51120-403410	07230451
07/22/2013	767799	NorthWestern Energy	\$7.40	5020-74000-403410	07230592
07/22/2013	767799	NorthWestern Energy	\$450.99	1500-22210-403410	08715468
07/22/2013	767799	NorthWestern Energy	\$1,053.63	5020-74000-403410	11164522
07/22/2013	767799	NorthWestern Energy	\$46.04	5610-71170-403410	11389269
07/22/2013	767799	NorthWestern Energy	\$0.20	2110-31320-403410	17403577
07/22/2013	767799	NorthWestern Energy	\$0.52	2110-31320-403410	17488966
07/22/2013	767799	NorthWestern Energy	\$39.27	0100-51120-403410	18366666
07/22/2013	767798	NorthWestern Energy	\$481.81	8100-31830-403410	SILMD 008 ACCT# 0712544-6
07/22/2013	767798	NorthWestern Energy	\$494.04	8100-31830-403410	SILMD 009 ACCT# 0712545-3
07/22/2013	767798	NorthWestern Energy	\$1,358.52	8100-31830-403410	SILMD 010 ACCT# 0712546-1
07/22/2013	767798	NorthWestern Energy	\$4,001.09	8100-31830-403410	SILMD 013 ACCT# 0721276-4
07/22/2013	767798	NorthWestern Energy	\$1,973.28	8100-31830-403410	SILMD 014 ACCT# 0721277-2
07/22/2013	767798	NorthWestern Energy	\$1,189.49	8100-31830-403410	SILMD 017 ACCT# 0712553-7
07/22/2013	767798	NorthWestern Energy	\$92.84	8100-31830-403410	SILMD 018 ACCT# 0712554-5
07/22/2013	767798	NorthWestern Energy	\$438.99	8100-31830-403410	SILMD 095 ACCT# 0712556-0
07/22/2013	767798	NorthWestern Energy	\$12,840.50	8100-31830-403410	SILMD 097 ACCT# 0712557-8
07/22/2013	767798	NorthWestern Energy	\$1,566.81	8100-31830-403410	SILMD 099 ACCT# 0712558-6
07/22/2013	767798	NorthWestern Energy	\$2,563.65	8100-31830-403410	SILMD 100 ACCT# 0712559-4
07/22/2013	767798	NorthWestern Energy	\$1,690.79	8100-31830-403410	SILMD 107 ACCT# 0712560-2
07/22/2013	767798	NorthWestern Energy	\$4,240.42	8100-31830-403410	SILMD 109 ACCT# 0712561-0
07/22/2013	767798	NorthWestern Energy	\$175.30	8100-31830-403410	SILMD 113 ACCT# 0712562-8
07/22/2013	767798	NorthWestern Energy	\$706.50	8100-31830-403410	SILMD 114 ACCT# 0712563-6
07/22/2013	767798	NorthWestern Energy	\$214.70	8100-31830-403410	SILMD 115 ACCT# 0712564-4
07/22/2013	767798	NorthWestern Energy	\$563.59	8100-31830-403410	SILMD 116 ACCT# 0712565-1
07/22/2013	767798	NorthWestern Energy	\$3,111.97	8100-31830-403410	SILMD 117 ACCT# 0712566-9
07/22/2013	767798	NorthWestern Energy	\$225.32	8100-31830-403410	SILMD 118 ACCT# 0712567-7
07/22/2013	767798	NorthWestern Energy	\$148.58	8100-31830-403410	SILMD 119 ACCT# 0712568-5
07/22/2013	767798	NorthWestern Energy	\$2,415.43	8100-31830-403410	SILMD 121 ACCT# 0712570-1
07/22/2013	767798	NorthWestern Energy	\$183.58	8100-31830-403410	SILMD 122 ACCT# 0712571-9
07/22/2013	767798	NorthWestern Energy	\$322.06	8100-31830-403410	SILMD 123 ACCT# 0712572-7
07/22/2013	767798	NorthWestern Energy	\$939.33	8100-31830-403410	SILMD 124 ACCT# 0712573-5
07/22/2013	767798	NorthWestern Energy	\$375.73	8100-31830-403410	SILMD 125 ACCT# 0712574-3
07/22/2013	767798	NorthWestern Energy	\$187.86	8100-31830-403410	SILMD 126 ACCT# 0712575-0
07/22/2013	767798	NorthWestern Energy	\$688.44	8100-31830-403410	SILMD 127 ACCT# 0712576-8
07/22/2013	767798	NorthWestern Energy	\$481.90	8100-31830-403410	SILMD 128 ACCT# 0712577-6
07/22/2013	767798	NorthWestern Energy	\$322.06	8100-31830-403410	SILMD 129 ACCT# 0712578-4
07/22/2013	767798	NorthWestern Energy	\$121.99	8100-31830-403410	SILMD 130 ACCT# 0712579-2
07/22/2013	767798	NorthWestern Energy	\$831.99	8100-31830-403410	SILMD 131 ACCT# 0712580-0
07/22/2013	767798	NorthWestern Energy	\$226.55	8100-31830-403410	SILMD 133 ACCT# 0712581-8
07/22/2013	767798	NorthWestern Energy	\$522.86	8100-31830-403410	SILMD 134 ACCT# 0712582-6
07/22/2013	767798	NorthWestern Energy	\$504.86	8100-31830-403410	SILMD 135 ACCT# 0712583-4
07/22/2013	767798	NorthWestern Energy	\$446.84	8100-31830-403410	SILMD 136 ACCT# 0712584-2
07/22/2013	767798	NorthWestern Energy	\$362.43	8100-31830-403410	SILMD 137 ACCT# 0712585-9
07/22/2013	767798	NorthWestern Energy	\$724.62	8100-31830-403410	SILMD 138 ACCT# 0712586-7
07/22/2013	767798	NorthWestern Energy	\$241.54	8100-31830-403410	SILMD 139 ACCT# 0712587-5
07/22/2013	767798	NorthWestern Energy	\$562.89	8100-31830-403410	SILMD 143 ACCT# 0712588-3
07/22/2013	767798	NorthWestern Energy	\$26.82	8100-31830-403410	SILMD 144 ACCT# 0712589-1
07/22/2013	767798	NorthWestern Energy	\$458.96	8100-31830-403410	SILMD 145 ACCT# 0712590-9
07/22/2013	767798	NorthWestern Energy	\$348.88	8100-31830-403410	SILMD 146 ACCT# 0712591-7
07/22/2013	767798	NorthWestern Energy	\$452.62	8100-31830-403410	SILMD 147 ACCT# 0712592-5
07/22/2013	767798	NorthWestern Energy	\$1,389.61	8100-31830-403410	SILMD 149 ACCT# 0712593-3

07/22/2013	767798	NorthWestern Energy	\$734.34	8100-31830-403410	SILMD 150 ACCT# 0712594-1
07/22/2013	767798	NorthWestern Energy	\$617.28	8100-31830-403410	SILMD 151 ACCT# 0712595-8
07/22/2013	767798	NorthWestern Energy	\$4,202.06	8100-31830-403410	SILMD 152 ACCT# 0712596-6
07/22/2013	767798	NorthWestern Energy	\$527.81	8100-31830-403410	SILMD 153 ACCT# 0712597-4
07/22/2013	767798	NorthWestern Energy	\$1,193.30	8100-31830-403410	SILMD 154 ACCT# 0712598-2
07/22/2013	767798	NorthWestern Energy	\$483.09	8100-31830-403410	SILMD 155 ACCT# 0712599-0
07/22/2013	767798	NorthWestern Energy	\$894.98	8100-31830-403410	SILMD 157 ACCT# 0712600-6
07/22/2013	767798	NorthWestern Energy	\$778.31	8100-31830-403410	SILMD 158 ACCT# 0712601-4
07/22/2013	767798	NorthWestern Energy	\$1,061.62	8100-31830-403410	SILMD 159 ACCT# 0712602-2
07/22/2013	767798	NorthWestern Energy	\$697.79	8100-31830-403410	SILMD 160 ACCT# 0712603-0
07/22/2013	767798	NorthWestern Energy	\$1,032.65	8100-31830-403410	SILMD 161 ACCT# 0712604-8
07/22/2013	767798	NorthWestern Energy	\$58.99	8100-31830-403410	SILMD 162 ACCT# 0712605-5
07/22/2013	767798	NorthWestern Energy	\$639.50	8100-31830-403410	SILMD 163 ACCT# 0712606-3
07/22/2013	767798	NorthWestern Energy	\$367.16	8100-31830-403410	SILMD 164 ACCT# 0712607-1
07/22/2013	767798	NorthWestern Energy	\$858.82	8100-31830-403410	SILMD 165 ACCT# 0712608-9
07/22/2013	767798	NorthWestern Energy	\$229.48	8100-31830-403410	SILMD 167 ACCT# 0712609-7
07/22/2013	767798	NorthWestern Energy	\$550.74	8100-31830-403410	SILMD 171 ACCT# 0712610-5
07/22/2013	767798	NorthWestern Energy	\$522.84	8100-31830-403410	SILMD 172 ACCT# 0712611-3
07/22/2013	767798	NorthWestern Energy	\$1,147.42	8100-31830-403410	SILMD 173 ACCT# 0712612-1
07/22/2013	767798	NorthWestern Energy	\$963.82	8100-31830-403410	SILMD 174 ACCT# 0712613-9
07/22/2013	767798	NorthWestern Energy	\$321.27	8100-31830-403410	SILMD 175 ACCT# 0712614-7
07/22/2013	767798	NorthWestern Energy	\$42.14	8100-31830-403410	SILMD 176 ACCT# 0712615-4
07/22/2013	767798	NorthWestern Energy	\$252.44	8100-31830-403410	SILMD 178 ACCT# 0712616-2
07/22/2013	767798	NorthWestern Energy	\$504.86	8100-31830-403410	SILMD 179 ACCT# 0712617-0
07/22/2013	767798	NorthWestern Energy	\$344.22	8100-31830-403410	SILMD 180 ACCT# 0712618-8
07/22/2013	767798	NorthWestern Energy	\$1,637.10	8100-31830-403410	SILMD 181 ACCT# 0712619-6
07/22/2013	767798	NorthWestern Energy	\$573.70	8100-31830-403410	SILMD 182 ACCT# 0712620-4
07/22/2013	767798	NorthWestern Energy	\$1,147.42	8100-31830-403410	SILMD 183 ACCT# 0712621-2
07/22/2013	767798	NorthWestern Energy	\$367.16	8100-31830-403410	SILMD 184 ACCT# 0712622-0
07/22/2013	767798	NorthWestern Energy	\$137.69	8100-31830-403410	SILMD 185 ACCT# 0712623-8
07/22/2013	767798	NorthWestern Energy	\$598.22	8100-31830-403410	SILMD 186 ACCT# 0712624-6
07/22/2013	767798	NorthWestern Energy	\$229.48	8100-31830-403410	SILMD 187 ACCT# 0712625-3
07/22/2013	767798	NorthWestern Energy	\$275.38	8100-31830-403410	SILMD 188 ACCT# 0712626-1
07/22/2013	767798	NorthWestern Energy	\$229.48	8100-31830-403410	SILMD 189 ACCT# 0712627-9
07/22/2013	767798	NorthWestern Energy	\$1,193.30	8100-31830-403410	SILMD 190 ACCT# 0712628-7
07/22/2013	767798	NorthWestern Energy	\$410.02	8100-31830-403410	SILMD 191 ACCT# 0712629-5
07/22/2013	767798	NorthWestern Energy	\$298.31	8100-31830-403410	SILMD 192 ACCT# 0712630-3
07/22/2013	767798	NorthWestern Energy	\$734.34	8100-31830-403410	SILMD 193 ACCT# 0712631-1
07/22/2013	767798	NorthWestern Energy	\$247.55	8100-31830-403410	SILMD 194 ACCT# 0712632-9
07/22/2013	767798	NorthWestern Energy	\$206.30	8100-31830-403410	SILMD 195 ACCT# 0712633-7
07/22/2013	767798	NorthWestern Energy	\$66.27	8100-31830-403410	SILMD 196 ACCT# 0712634-5
07/22/2013	767798	NorthWestern Energy	\$66.27	8100-31830-403410	SILMD 197 ACCT# 0712635-2
07/22/2013	767798	NorthWestern Energy	\$114.74	8100-31830-403410	SILMD 198 ACCT# 0712636-0
07/22/2013	767798	NorthWestern Energy	\$70.68	8100-31830-403410	SILMD 200 ACCT# 0712637-8
07/22/2013	767798	NorthWestern Energy	\$481.90	8100-31830-403410	SILMD 201 ACCT# 0712638-6
07/22/2013	767798	NorthWestern Energy	\$761.60	8100-31830-403410	SILMD 202 ACCT# 0712639-4
07/22/2013	767798	NorthWestern Energy	\$17.68	8100-31830-403410	SILMD 203 ACCT# 0712640-2
07/22/2013	767798	NorthWestern Energy	\$340.59	8100-31830-403410	SILMD 204 ACCT# 0712641-0
07/22/2013	767798	NorthWestern Energy	\$33.72	8100-31830-403410	SILMD 205 ACCT# 0712642-8
07/22/2013	767798	NorthWestern Energy	\$321.27	8100-31830-403410	SILMD 206 ACCT# 0712643-6
07/22/2013	767798	NorthWestern Energy	\$367.16	8100-31830-403410	SILMD 207 ACCT# 0712644-4
07/22/2013	767798	NorthWestern Energy	\$315.49	8100-31830-403410	SILMD 208 ACCT# 0712645-1
07/22/2013	767798	NorthWestern Energy	\$527.81	8100-31830-403410	SILMD 209 ACCT# 0712646-9
07/22/2013	767798	NorthWestern Energy	\$79.53	8100-31830-403410	SILMD 210 ACCT# 0712647-7
07/22/2013	767798	NorthWestern Energy	\$44.18	8100-31830-403410	SILMD 211 ACCT# 0712648-5
07/22/2013	767798	NorthWestern Energy	\$44.18	8100-31830-403410	SILMD 212 ACCT# 0712649-3
07/22/2013	767798	NorthWestern Energy	\$26.51	8100-31830-403410	SILMD 213 ACCT# 0712650-1
07/22/2013	767798	NorthWestern Energy	\$460.38	8100-31830-403410	SILMD 214 ACCT# 0712651-9
07/22/2013	767798	NorthWestern Energy	\$137.69	8100-31830-403410	SILMD 216 ACCT# 0712652-7
07/22/2013	767798	NorthWestern Energy	\$367.82	8100-31830-403410	SILMD 217 ACCT# 0712653-5
07/22/2013	767798	NorthWestern Energy	\$203.08	8100-31830-403410	SILMD 220 ACCT# 0712654-3
07/22/2013	767798	NorthWestern Energy	\$8.44	8100-31830-403410	SILMD 221 ACCT# 0712655-0
07/22/2013	767798	NorthWestern Energy	\$69.83	8100-31830-403410	SILMD 222 ACCT# 0712656-8
07/22/2013	767798	NorthWestern Energy	\$106.02	8100-31830-403410	SILMD 223 ACCT# 0712657-6
07/22/2013	767798	NorthWestern Energy	\$1,770.40	8100-31830-403410	SILMD 224 ACCT# 0712658-4

07/22/2013	767798	NorthWestern Energy	\$336.71	8100-31830-403410	SILMD 225 ACCT# 0712659-2
07/22/2013	767798	NorthWestern Energy	\$284.22	8100-31830-403410	SILMD 226 ACCT# 0712660-0
07/22/2013	767798	NorthWestern Energy	\$574.99	8100-31830-403410	SILMD 227 ACCT# 0712661-8
07/22/2013	767798	NorthWestern Energy	\$778.31	8100-31830-403410	SILMD 228 ACCT# 0712662-6
07/22/2013	767798	NorthWestern Energy	\$402.57	8100-31830-403410	SILMD 229 ACCT# 0712663-4
07/22/2013	767798	NorthWestern Energy	\$939.35	8100-31830-403410	SILMD 230 ACCT# 0712664-2
07/22/2013	767798	NorthWestern Energy	\$563.59	8100-31830-403410	SILMD 231 ACCT# 0712665-9
07/22/2013	767798	NorthWestern Energy	\$2,442.26	8100-31830-403410	SILMD 232 ACCT# 0712666-7
07/22/2013	767798	NorthWestern Energy	\$772.38	8100-31830-403410	SILMD 233 ACCT# 0712667-5
07/22/2013	767798	NorthWestern Energy	\$455.30	8100-31830-403410	SILMD 234 ACCT# 0712668-3
07/22/2013	767798	NorthWestern Energy	\$486.26	8100-31830-403410	SILMD 235 ACCT# 0712669-1
07/22/2013	767798	NorthWestern Energy	\$154.72	8100-31830-403410	SILMD 236 ACCT# 0712670-9
07/22/2013	767798	NorthWestern Energy	\$390.12	8100-31830-403410	SILMD 237 ACCT# 0712671-7
07/22/2013	767798	NorthWestern Energy	\$14.42	8100-31830-403410	SILMD 238 ACCT# 0712672-5
07/22/2013	767798	NorthWestern Energy	\$91.80	8100-31830-403410	SILMD 239 ACCT# 0712673-3
07/22/2013	767798	NorthWestern Energy	\$371.31	8100-31830-403410	SILMD 240 ACCT# 0712674-1
07/22/2013	767798	NorthWestern Energy	\$602.06	8100-31830-403410	SILMD 241 ACCT# 0712675-8
07/22/2013	767798	NorthWestern Energy	\$80.52	8100-31830-403410	SILMD 242 ACCT# 0712676-6
07/22/2013	767798	NorthWestern Energy	\$107.36	8100-31830-403410	SILMD 244 ACCT# 0712677-4
07/22/2013	767798	NorthWestern Energy	\$83.64	8100-31830-403410	SILMD 245 ACCT# 0712678-2
07/22/2013	767798	NorthWestern Energy	\$322.06	8100-31830-403410	SILMD 246 ACCT# 0712679-0
07/22/2013	767798	NorthWestern Energy	\$1,124.62	8100-31830-403410	SILMD 247 ACCT# 0712680-8
07/22/2013	767798	NorthWestern Energy	\$2,383.68	8100-31830-403410	SILMD 248 ACCT# 0712681-6
07/22/2013	767798	NorthWestern Energy	\$2,656.97	8100-31830-403410	SILMD 249 ACCT# 0718734-7
07/22/2013	767798	NorthWestern Energy	\$7.11	8100-31830-403410	SILMD 250 ACCT# 1301786-8
07/22/2013	767798	NorthWestern Energy	\$188.16	8100-31830-403410	SILMD 250 ACCT# 0719001-00
07/22/2013	767798	NorthWestern Energy	\$3,573.47	8100-31830-403410	SILMD 251 ACCT# 0718801-4
07/22/2013	767798	NorthWestern Energy	\$536.76	8100-31830-403410	SILMD 252 ACCT# 0719162-0
07/22/2013	767798	NorthWestern Energy	\$1,878.97	8100-31830-403410	SILMD 253 ACCT# 0719644-7
07/22/2013	767798	NorthWestern Energy	\$139.70	8100-31830-403410	SILMD 254 ACCT# 0719763-5
07/22/2013	767798	NorthWestern Energy	\$131.17	8100-31830-403410	SILMD 255 ACCT# 0720813-5
07/22/2013	767798	NorthWestern Energy	\$814.58	8100-31830-403410	SILMD 257 ACCT# 0720360-7
07/22/2013	767798	NorthWestern Energy	\$2,533.26	8100-31830-403410	SILMD 258 ACCT# 0720606-3
07/22/2013	767798	NorthWestern Energy	\$6.55	8100-31830-403410	SILMD 259 ACCT# 1301786-8
07/22/2013	767798	NorthWestern Energy	\$1,228.61	8100-31830-403410	SILMD 259 ACCT# 0720810-1
07/22/2013	767798	NorthWestern Energy	\$483.09	8100-31830-403410	SILMD 261 ACCT# 0720705-3
07/22/2013	767798	NorthWestern Energy	\$3,047.35	8100-31830-403410	SILMD 262 ACCT# 0720937-2
07/22/2013	767798	NorthWestern Energy	\$856.66	8100-31830-403410	SILMD 263 ACCT# 0720716-0
07/22/2013	767798	NorthWestern Energy	\$152.39	8100-31830-403410	SILMD 264 ACCT# 0721427-3
07/22/2013	767798	NorthWestern Energy	\$339.58	8100-31830-403410	SILMD 265 ACCT# 0721556-9
07/22/2013	767798	NorthWestern Energy	\$34.14	8100-31830-403410	SILMD 266 ACCT# 0721684-9
07/22/2013	767798	NorthWestern Energy	\$72.21	8100-31830-403410	SILMD 269 ACCT# 0833098-7
07/22/2013	767798	NorthWestern Energy	\$406.35	8100-31830-403410	SILMD 270 ACCT# 0906944-4
07/22/2013	767798	NorthWestern Energy	\$969.71	8100-31830-403410	SILMD 271 ACCT# 0995095-7
07/22/2013	767798	NorthWestern Energy	\$2,726.14	8100-31830-403410	SILMD 272 ACCT# 0905005-5
07/22/2013	767798	NorthWestern Energy	\$195.55	8100-31830-403410	SILMD 273 ACCT# 0926386-4
07/22/2013	767798	NorthWestern Energy	\$61.89	8100-31830-403410	SILMD 274 ACCT# 0907926-0
07/22/2013	767798	NorthWestern Energy	\$441.43	8100-31830-403410	SILMD 276 ACCT# 0961926-3
07/22/2013	767798	NorthWestern Energy	\$800.76	8100-31830-403410	SILMD 277 ACCT# 1058710-3
07/22/2013	767798	NorthWestern Energy	\$216.60	8100-31830-403410	SILMD 278 ACCT# 1087619-1
07/22/2013	767798	NorthWestern Energy	\$59.67	8100-31830-403410	SILMD 279 ACCT# 1124127-0
07/22/2013	767798	NorthWestern Energy	\$670.45	8100-31830-403410	SILMD 280 ACCT# 1045653-1
07/22/2013	767798	NorthWestern Energy	\$61.89	8100-31830-403410	SILMD 281 ACCT# 1079722-3
07/22/2013	767798	NorthWestern Energy	\$350.76	8100-31830-403410	SILMD 283 ACCT# 1172743-5
07/22/2013	767798	NorthWestern Energy	\$328.81	8100-31830-403410	SILMD 285 ACCT# 1206985-2
07/22/2013	767798	NorthWestern Energy	\$230.56	8100-31830-403410	SILMD 286 ACCT# 1296582-8
07/22/2013	767798	NorthWestern Energy	\$83.23	8100-31830-403410	SILMD 287 ACCT# 1246537-3
07/22/2013	767798	NorthWestern Energy	\$1,731.91	8100-31830-403410	SILMD 288 ACCT# 1303978-9
07/22/2013	767798	NorthWestern Energy	\$325.48	8100-31830-403410	SILMD 289 ACCT# 1685375-6
07/22/2013	767798	NorthWestern Energy	\$100.71	8100-31830-403410	SILMD 290 ACCT# 1433921-2
07/22/2013	767798	NorthWestern Energy	\$590.44	8100-31830-403410	SILMD 292 ACCT# 1481532-8
07/22/2013	767798	NorthWestern Energy	\$229.48	8100-31830-403410	SILMD 293 ACCT# 1481534-4
07/22/2013	767798	NorthWestern Energy	\$458.96	8100-31830-403410	SILMD 294 ACCT# 1481535-1
07/22/2013	767798	NorthWestern Energy	\$107.36	8100-31830-403410	SILMD 295 ACCT# 1481536-9
07/22/2013	767798	NorthWestern Energy	\$1,234.02	8100-31830-403410	SILMD 296 ACCT# 1481537-7

07/22/2013	767798	NorthWestern Energy	\$206.53	8100-31830-403410	SILMD 297 ACCT# 1481539-3
07/22/2013	767798	NorthWestern Energy	\$183.58	8100-31830-403410	SILMD 298 ACCT# 1481540-1
07/22/2013	767798	NorthWestern Energy	\$390.82	8100-31830-403410	SILMD 300 ACCT# 1662840-6
07/22/2013	767798	NorthWestern Energy	\$1,729.61	8100-31830-403410	SILMD 301 ACCT# 1687005-7
07/22/2013	767798	NorthWestern Energy	\$153.11	8100-31830-403410	SILMD 302 ACCT# 1607534-3
07/22/2013	767798	NorthWestern Energy	\$566.14	8100-31830-403410	SILMD 305 ACCT# 1695873-8
07/22/2013	767798	NorthWestern Energy	\$162.63	8100-31830-403410	SILMD 306 ACCT# 1740353-6
07/22/2013	767798	NorthWestern Energy	\$1,951.73	8100-31830-403410	SILMD 307 ACCT# 2049005-8
07/22/2013	767798	NorthWestern Energy	\$256.19	8100-31830-403410	SILMD 308 ACCT# 2072459-7
07/22/2013	767798	NorthWestern Energy	\$264.54	8100-31830-403410	SILMD 309 ACCT# 2001311-6
07/22/2013	767798	NorthWestern Energy	\$254.23	8100-31830-403410	SILMD 310 ACCT# 2060519-2
07/22/2013	767798	NorthWestern Energy	\$51.18	8100-31830-403410	SILMD 320 ACCT# 0712569-3
07/22/2013	767800	OAC Services Inc	\$9,193.49	2030-15130-409224	Empire Parking Garage Project Management Services
07/22/2013	767806	Payne Financial Group	\$15,210.00	6300-17530-405190	Inv. #417524 Boiler & Machinery 2nd annual installment
07/22/2013	767806	Payne Financial Group	\$321,337.00	6300-17530-405110	Inv. #419714 Commercial Property Renewal
07/22/2013	767806	Payne Financial Group	\$4,489.00	6300-17530-405150	Inv. #419760 Crime Renewal
07/22/2013	767806	Payne Financial Group	\$12,854.00	5610-71100-405110	Invoice #418796. 4/1/13-7/1/14 Commercial Inland Marine Renewal
07/22/2013	767806	Payne Financial Group	\$15,828.00	5610-71100-405110	Invoice #416581. 7/1/13-7/1/14 Directors & Officers Liability renewal
07/22/2013	767806	Payne Financial Group	\$33,750.00	5610-71100-405110	Invoice #419641. 7/1/13-7/1/14 General Liability renewal
07/22/2013	767812	Qwest Communications	\$50.33	2250-22320-403450	Qwest 406-245-2296 911 Qwest
07/22/2013	767812	Qwest Communications	\$45.65	2250-22320-403450	Qwest 406-245-3107 911 Qwest
07/22/2013	767812	Qwest Communications	\$45.65	2250-22320-403450	Qwest 406-245-3108 911 Qwest
07/22/2013	767812	Qwest Communications	\$39.44	5020-74000-403450	Qwest 406-245-3659 PUD Alarm Water Tower
07/22/2013	767812	Qwest Communications	\$45.66	5610-71100-403450	Qwest 406-245-5834 Airport Alarm
07/22/2013	767812	Qwest Communications	\$39.44	2600-55120-403450	Qwest 406-245-7337 Library Alarm CKT
07/22/2013	767812	Qwest Communications	\$119.32	1500-22250-403450	Qwest 406-245-7469 Fire
07/22/2013	767812	Qwest Communications	\$45.66	1500-21110-403450	Qwest 406-245-7481 Police
07/22/2013	767812	Qwest Communications	\$228.20	6060-19310-403450	Qwest 406-248-3049 Main System T1 City/County Tie
07/22/2013	767812	Qwest Communications	\$311.26	6070-22350-403450	Qwest 406-248-3635 Fire Airport Radio Tower WCK
07/22/2013	767812	Qwest Communications	\$311.26	6070-22350-403450	Qwest 406-248-3636 Fire Airport Radio Tower Jellison
07/22/2013	767812	Qwest Communications	\$47.27	6010-15500-403450	Qwest 406-256-5047 Motor Pool
07/22/2013	767812	Qwest Communications	\$45.48	5610-71100-403450	Qwest 406-256-7070 Airport
07/22/2013	767812	Qwest Communications	\$30.07	5120-85000-403450	Qwest 406-259-2328 PUD Sahara Sand Lift Station
07/22/2013	767812	Qwest Communications	\$45.67	2110-31320-403450	Qwest 406-259-3298 PW Traffic 3728 McDougall
07/22/2013	767812	Qwest Communications	\$52.10	6600-31100-403450	Qwest 406-259-7758 Measured Lines Depot 60% 6700 31410 403450 40% 6600 31100 403450
07/22/2013	767812	Qwest Communications	\$78.17	6700-31410-403450	Qwest 406-259-7758 Measured Lines Depot 60% 6700 31410 403450 40% 6600 31100 403450
07/22/2013	767812	Qwest Communications	\$118.32	1500-22250-403450	Qwest 406-373-3742 Fire RR Crossing Alarm
07/22/2013	767812	Qwest Communications	\$45.77	2250-22320-403450	Qwest 406-651-0282 Fire 5 911 Line
07/22/2013	767812	Qwest Communications	\$45.77	1500-21110-403450	Qwest 406-656-1046 PD3 FAX Line
07/22/2013	767812	Qwest Communications	\$31.15	2400-43010-407214	Qwest 406-656-9578 Planning Traffic Central Broadwater
07/22/2013	767812	Qwest Communications	\$31.15	2400-43010-407214	Qwest 406-656-9604 Planning Traffic Central 9th
07/22/2013	767812	Qwest Communications	\$50.16	5610-71170-403450	Qwest 406-256-6014 Airport P9 Building
07/22/2013	767812	Qwest Communications	\$311.26	2250-22320-403450	Qwest 406-245-7101 9-1-1 Center Landfill #2
07/22/2013	767812	Qwest Communications	\$311.26	2250-22320-403450	Qwest 406-245-7102 9-1-1 Center Fox Reservoir #2

07/22/2013	767816	Rimrock Engineering Inc	\$3,420.00	5440-31230-409390	WO 11-19 Landfill Phase 5 Expansion, Materials Testing
07/22/2013	767817	Rimrock Foundation	\$4,707.94	7380-12640-403560	SAMHSA Reimbursement June 2013
07/22/2013	767817	Rimrock Foundation	\$4,580.12	7380-12660-403590	SAMHSA Reimbursement June 2013
07/22/2013	767817	Rimrock Foundation	\$5,028.39	7380-12660-403590	SAMHSA Reimbursement June 2013
07/22/2013	767817	Rimrock Foundation	\$4,359.73	7380-12660-403590	SAMHSA Reimbursement June 2013
07/22/2013	767817	Rimrock Foundation	\$3,377.49	7380-12660-403990	SAMHSA Reimbursement June 2013
07/22/2013	767817	Rimrock Foundation	\$4,796.06	2460-12530-403590	BAMDC Reimbursement June
07/22/2013	767819	Sanderson Stewart	\$15,893.44	8400-31840-403590	WO 12-17 Integrated Water Plan - Stormwater System Study
07/22/2013	767819	Sanderson Stewart	\$17,620.63	4700-31610-409310	SID 1395 Boca Raton Road
07/22/2013	767819	Sanderson Stewart	\$1,543.56	2050-31310-409310	SID 1395 Boca Raton Road
07/22/2013	767819	Sanderson Stewart	\$1,269.56	8400-31840-409310	SID 1395 Boca Raton Road
07/22/2013	767833	Sundown Security	\$1,379.50	5610-71100-403581	Invoice #40956. Skycap services 6/21/13-6/27/2013
07/22/2013	767833	Sundown Security	\$1,379.50	5610-71100-403581	Invoice #40963. Skycap services 6/28-7/4/13
07/22/2013	767835	Sysco Montana, Inc.	\$234.67	0100-51260-402230	Food for Rose pool concessions.
07/22/2013	767835	Sysco Montana, Inc.	\$575.95	0100-51260-402230	Food for Rose pool concessions.
07/22/2013	767835	Sysco Montana, Inc.	\$622.36	0100-51260-402230	Food for Rose pool concessions.
07/22/2013	767835	Sysco Montana, Inc.	\$469.10	0100-51260-402230	Food for Rose pool concessions.
07/22/2013	767835	Sysco Montana, Inc.	\$46.33	0100-51260-402230	Food for Rose pool concessions.
07/22/2013	767835	Sysco Montana, Inc.	\$609.80	0100-51260-402230	Food for Rose pool concessions.
07/22/2013	767835	Sysco Montana, Inc.	\$633.13	0100-51260-402230	Food for Rose pool concessions.
07/22/2013	767837	Tel Net Systems, Inc.	\$46,530.00	6060-19310-409480	Miller Building Project
07/22/2013	767839	Tetra Tech, Inc.	\$4,417.50	2030-15130-409224	Empire garage construction materials testing services
07/22/2013	767842	Town & Country Supply Association	\$933.66	1500-22260-402310	110888 - FIRE1: UNLEADED (280 GALLONS) DELIVERED 7/12/2013
07/22/2013	767842	Town & Country Supply Association	\$435.06	1500-22260-402310	110888 - FIRE1: DIESEL (141 GALLONS) DELIVERED 7/12/2013
07/22/2013	767842	Town & Country Supply Association	\$1,730.97	1500-22260-402310	110888 - FIRE2: DIESEL (561 GALLONS) DELIVERED 7/12/2013
07/22/2013	767842	Town & Country Supply Association	\$925.65	1500-22260-402310	110888 - FIRE 5: DIESEL (300 GALLONS) DELIVERED 7/12/2013
07/22/2013	767842	Town & Country Supply Association	-\$0.01	1500-22260-402310	DECIMAL POINT CORRECTION ON 110888/DELIVERED 7/12/2013
07/22/2013	767842	Town & Country Supply Association	\$27,991.50	5610-71180-402313	Invoice #104754. QTA Car Rental Fuel
07/22/2013	767842	Town & Country Supply Association	\$323.45	1500-22260-402310	106055: FIRE 5 UNLEADED (100 GALLONS) DELIVERED 7/3/2013
07/22/2013	767842	Town & Country Supply Association	\$922.35	1500-22310-402310	106055: FIRE 5: DIESEL (300 GALLONS) DELIVERED 7/3/2013
07/22/2013	767842	Town & Country Supply Association	\$614.90	1500-22260-402310	106055: FIRE 3 DIESEL (200 GALLONS) DELIVERED 7/3/2013
07/22/2013	767842	Town & Country Supply Association	\$614.90	1500-22260-402310	106055: FIRE 6 DIESEL (200 GALLONS) DELIVERED 7/3/2013
07/22/2013	767842	Town & Country Supply Association	\$799.37	1500-22260-402310	106055: FIRE 1 DIESEL (260 GALLONS) DELIVERED 7/3/2013
07/22/2013	767842	Town & Country Supply Association	\$646.90	1500-22260-402310	106055: FIRE 1 UNLEADED (200 GALLONS) DELIVERED 7/3/2013
07/22/2013	767842	Town & Country Supply Association	\$13,170.31	6010-00000-141000	104020 PO NUM 293105
07/22/2013	767842	Town & Country Supply Association	\$18,754.45	6010-00000-141000	104739 PO NUM 293105
07/22/2013	767842	Town & Country Supply Association	\$21,527.65	6010-00000-141714	104734 PO NUM 293106
07/22/2013	767842	Town & Country Supply Association	\$6,586.80	6010-00000-141714	106057 PO NUM 293106
07/22/2013	767842	Town & Country Supply Association	\$12,298.00	6010-00000-141000	107694 PO NUM 293107
07/22/2013	767842	Town & Country Supply Association	\$34,555.00	6010-00000-141000	104255 PO NUM 293108
07/22/2013	767843	Tractor & Equipment Co.	\$1,609.41	5410-31230-402320	filters for landfill equipment
07/22/2013	767843	Tractor & Equipment Co.	\$749.84	5410-31230-402320	battery for unit # 245 at landfill
07/22/2013	767843	Tractor & Equipment Co.	\$174.84	5410-31230-402320	filters for equipment at landfill
07/22/2013	767843	Tractor & Equipment Co.	\$542.12	5410-31230-402320	filters for equipment at landfill
07/22/2013	767844	Tristate Equipment	\$3,838.58	2110-31320-402320	M69548
07/22/2013	767844	Tristate Equipment	\$295.00	2110-31320-402320	M69548
07/22/2013	767851	Wilbur Ellis Co	\$4,320.00	8730-51990-403650	Park turf fertilizer for 350 acres of parkland.
07/22/2013	767856	Yellowstone County Sheriffs	\$2,883.04	2550-21430-401220	HIDTA Reimbursement of expenses for quarter ending 6/30/13. Overtime.

07/22/2013 767856 Yellowstone County Sheriffs

\$1,253.00 2550-21430-407910 HIDTA Reimbursement of expenses for quarter ending 6/30/13. Purchase of Evidence/information. Receipts on file at the Billings Police Department.

07/22/2013 767859 Zootist Hospitality, LLC

\$24,583.34 2030-15130-409224 Valet Parking - Northern Hotel

Regular City Council Meeting

Meeting Date: 08/12/2013

TITLE: Public Hearing and Resolution for Street Name Change

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Staff received a inquiry from Mr. Terry Jessee, a resident of Josephine Crossing Subdivision, about changing the name of South 12th Street West within that subdivision. Initial investigation revealed that the South 12th Street West name was extended from subdivisions to the north of Josephine Crossing and the street name is inconsistent with the adopted address grid south of the Interstate. Staff recommended that the name change extend all the way north to Midland Road, rather than just dealing with the portion of the street within Josephine Crossing. Mr. Jessee worked with the Josephine Crossing developers and emergency services to arrive at the suggested name of Songbird Drive. Outside of Josephine Crossing, there are only two existing warehouse-type structures north of Holiday Avenue that are addressed as South 12th Street West. These warehouses actually take their access off Weil Street. As part of the street name change process, notice of the proposed name change and public hearing was sent to all owners of record for properties abutting South 12th Street West, south of Midland Road.

ALTERNATIVES ANALYZED

The Council may:

- Approve the name change to Songbird Drive; or
- Not approve the name change.

FINANCIAL IMPACT

The Street-Traffic Division will incur nominal costs to replace street name signs at six intersctions (12 signs) if the street name change is approved.

RECOMMENDATION

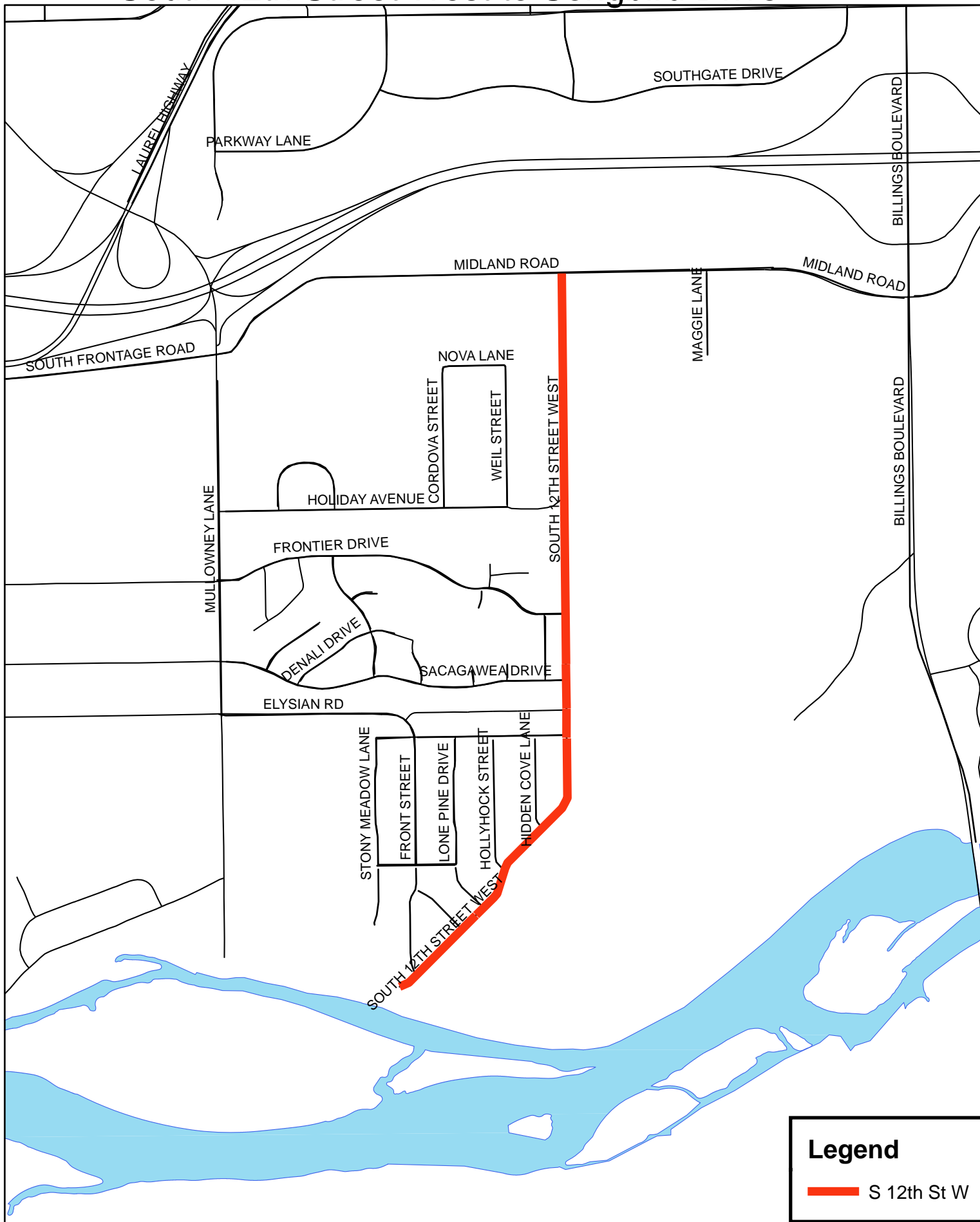
Staff recommends City Council approve the resolution changing the name of South 12th Street West south of Midland Road to Songbird Drive.

APPROVED BY CITY ADMINISTRATOR

Attachments

Name Change S. 12th St W map
Resolution

Street Name Change South 12th Street West to Songbird Drive



RESOLUTION NO. 13-_____

A RESOLUTION PURSUANT TO BILLINGS, MONTANA CITY CODE ARTICLE 22-700,
RENAMING A PORTION OF SOUTH 12TH STREET WEST TO SONGBIRD DRIVE.

WHEREAS, the City Council has authority to change the name of any street or avenue pursuant to Article 22-700, Billings, Montana City Code (BMCC); and

WHEREAS, the City Clerk published a notice of the public hearing in accordance with Section 22-702, Billings, Montana City Code (BMCC); and

WHEREAS, the City Clerk mailed a notice of the public hearing to each property owner, or his agent abutting South 12th Street West, south of Midland Road in accordance with Section 22-702, Billings, Montana City Code (BMCC); and

WHEREAS, the name South 12th Street West is inconsistent with the adopted address grid south of the Interstate; and

WHEREAS, the City Council of Billings finds that the renaming of South 12th Street West is acceptable; and

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

That once a copy of this resolution is filed with the Yellowstone County clerk and Recorder, the street of South 12th Street West, south of Midland Road is deemed changed to SONGBIRD DRIVE.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this ___ day of _____, 2013

Thomas W. Hanel, Mayor

Attest:

Cari Martin, City Clerk

Regular City Council Meeting

Meeting Date: 08/12/2013

TITLE: Public Hearing and Resolution for Abatement Assessments

PRESENTED BY: Patrick M. Weber Finance Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The emergency abatement assessment resolution has been completed by the Finance Department and is ready to be spread on the tax rolls. The following are the three properties which have abatement fees assessed:

3310 1st Avenue South; \$10,670.00. Court ordered abatement signed by Judge Kolar on October 25, 2012; complaint originated on February 7, 2012. Violation of Public Nuisance – Dangerous Structure. The small dwelling was damaged by fire and asbestos was spread throughout the building and on to the ground around the building. Abatement required testing for asbestos contamination and abatement was completed by a certified asbestos abatement contractor. Abatement occurred on March 27 and 28, 2013.

417 and 423 Miles Avenue; \$1,212.69 and \$1,212.70. Court ordered abatement signed by Judge Kolar on February 8, 2013; complaint originated on November 9, 2011. Violations of Open Storage of Junk and Debris and Open Storage of Junk Vehicles. Abatement included removal of 5 junk vehicles, and removal and disposal of three 10-yard dumpster loads of debris to the City landfill. Abatement occurred on April 11, 2013.

Emergency Abatement - Pursuant to BMCC 18-306, Whenever a public nuisance exists which constitutes an emergency presenting imminent danger of serious injury to persons or property. Nonpayment of fees associated with the emergency abatement shall constitute a lien on the non-complying real property and will be taxed as a special assessment against the real property.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Not approve the resolution, in which case the property owners will not be assessed, and the General Fund will be responsible for paying for the abatement.

FINANCIAL IMPACT

The assessments total \$13,095.39 and the payments will reimburse the General Fund.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the attached assessment resolution.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution Abatement

RESOLUTION NO. 13 _____

A RESOLUTION LEVYING A SPECIAL TAX UPON PROPERTY WITHIN
THE CITY OF BILLINGS, MONTANA, TO DEFRAY THE COST OF
ABATEMENT OF DANGEROUS BUILDINGS.

WHEREAS, Billings, Montana City Code, Section 18-301, et seq. sets forth the procedures to be followed (a) to designate property within the City of Billings as a nuisance, and (b) to abate such a nuisance when it constitutes an emergency.

WHEREAS, Section 18-308 provides that the property owner will be sent an abatement expense report for the subject property and will 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 owner of the property described on Exhibit A has been sent an assessment notice for abatement expenses incurred pursuant to Section 18-301, et seq., but the property owner has not reimbursed the City for its expenses set forth in the report or any part thereof. Further, City policy dictates that the City Clerk shall prepare and present a Resolution containing a list of the properties to be assessed, the recorded owners, and the amount of the cost for abatement and demolition.

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

1. LEVYING OF SPECIAL TAX. That for the purpose of collecting funds to defray the cost of abatement and demolition of dangerous structures, there is hereby levied and assessed a special tax upon the owners and the lots or parcels described on the list attached hereto.

2. ASSESSMENT AND COLLECTION. Said tax shall be placed upon the assessment rolls and collected in the same manner as other taxes.

3. DISPOSITION OF COLLECTIONS. Pursuant to Section 18-308(7)(g) BMCC, monies collected from taxes shall be paid into a special abatement fund established to account for costs, collections, and transactions necessary to the efficient operation of the Nuisance Abatement program. Assessment funds collected will be returned to the designated abatement account for future use on other involuntary property abatements or for transfer back to the city general fund.

4. NOTICE OF HEARING. On Monday, **August 12, 2013**, at 6:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City

Council will hear objections to the final adoption of this resolution. The City Clerk published notice hereof twice, on July 25th and August 1st, 2012 0in the Billings Times.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the 12th day of **August, 2013**

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

Exhibit A

Last Name	First Name	Address	Tax Code	Assessed Amount
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Scott	Jacqueline A.	3310 1 st Ave S	A18791	\$10,670.00
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Legal Description: Yegen Second add, S03,T01 S, R26 E, Block 6, Lot 11, W72 FT LT 11-12

Bray	Ronald Dee	417 Miles	A19005	\$1,212.69
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Legal Description: Yellowstone Add, S04, T01 S, R 26 E, Block 9, Lot 9-10

Bray	Ronald Dee	423 Miles	A19006	\$1,212.70
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Legal Description: Yellowstone Add, S04, T01 S, R 26 E, Block 9, Lot 11-12

Regular City Council Meeting

Meeting Date: 08/12/2013

TITLE: Public Hearing and First Reading Ordinance amending BMCC Article 24-400, Stopping, Standing and Parking

PRESENTED BY: Bruce McCandless, Asst. City Administrator

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The City Council approved a meter zone and map in October, 2012. The Parking Advisory Board (PAB) informed Council that it would identify areas where 10-hour meters or zones should be established. After observing how the approved plan worked over the past few months, the PAB recommends some minor changes to the meter zone map and placement of 10-hour, signed zones. Instead of bringing all future meter zone and limited time parking proposals to the City Council, the PAB recommends amendments to the City Code that will allow the City Administrator to install meters or establish limited time parking. Staff presented this information and proposal to Council at its July 15 work session. The proposed ordinance also makes other housekeeping changes to various parts of Article 24-400.

ALTERNATIVES ANALYZED

The City Council may approve, change or disapprove the code changes. Disapproving the proposals will retain the existing meter zone and will not allow limited time parking to be established where the PAB believes it would be useful.

FINANCIAL IMPACT

These code changes do not cause a financial impact.

RECOMMENDATION

The Parking Advisory Board recommends that the City Council hold a public hearing and approve amendments to the City Code that permit the City Administrator to install meters or signs in meter zones and to make other housekeeping changes to the parking code.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance

ORDINANCE NO. 13-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY REVISING SECTIONS 24-412, 24-451, 24-452, 24-453, 24-455, 24-458, 24-463, and 24-467 AND REPEALING SECTION 24-462 OF SAID CODE; DELEGATING CERTAIN PARKING AUTHORITY TO THE CITY ADMINISTRATOR; AUTHORIZING SIGNED LIMITING TIME PARKING; AND, CLARIFYING LANGUAGE.

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

Section 1. That section 24-412 of the Billings, Montana City Code be amended to read as follows:

“Sec. 24-412. Parking in violation of duly erected signs.

Whenever signs are erected by the city pursuant to an ordinance or resolution of the city council or order by the city administrator which establishes limited time parking zones or in any way limits or restricts parking, no person shall park, stop or stand a vehicle in violation of the provisions indicated on such signs.”

Section 2. That the definition of “parking meter” in section 24-451 of the Billings, Montana City Code be amended to read as follows:

“Sec. 24-451. Definitions.

Whenever in this division the following terms are used, they shall have the meanings respectively ascribed to them in this section:

...

Parking meter zones means city lots and portions of streets described and established by the city as zones within which the parking of vehicles may be controlled, regulated and inspected with the aid of timing devices or meters, herein referred to as parking meters or meters.

...”

Section 3. That subsection (a) of section 24-452 of the Billings, Montana City Code be amended to read as follows:

“Sec. 24-452. Establishment.

(a) Parking meter zones may be established upon such streets and avenues and in city parking lots as the city council from time to time shall designate. Pursuant to such parking meter zone designation, the city administrator ~~shall~~ may install parking meters or establish other limited time parking restrictions. The city council may order that parking meters be installed and enforced in other private or publicly owned parking lots by entering into agreements with the owner of the lots.
...”

Section 4. That section 24-453 of the Billings, Montana City Code be amended to read as follows:

“Sec. 24-453. Installation; time limits.

The city administrator shall supervise the installation and placing of parking meters or limited time parking signs in the parking meter zones as may be established by the city council. Parking meters shall be placed upon the curb alongside of individual parking places or as appropriate and in designated parking lots. Each parking meter shall be placed or set in such a manner as to show or display the parking duration allowed and the unexpired time after deposit of required coins. The city administrator shall be responsible for setting and adjusting all parking meters, for supervision and collection of the moneys.”

Section 5. That section 24-455 of the Billings, Montana City Code be amended to read as follows:

“Sec. 24-455. Immediate coin deposit required.

When any vehicle is parked in a metered city parking space, the driver of the vehicle shall, upon entering the parking meter space, immediately deposit in the meter the proper coin or coins for the parking time desired not to exceed the maximum available time. If the vehicle remains parked in the parking space beyond the legal parking time which is designated by a sign or a signal of the parking meter showing illegal parking, such vehicle shall be considered as parked overtime, and the parking of a vehicle overtime or failure to put the meter in operation is a violation of this division. The hours of enforcement and the days of enforcement shall be determined by the city administration consistent with proper enforcement procedures.”

Section 6. That section 24-458 of the Billings, Montana City Code be amended to read as follows:

“Sec. 24-458. Slug deposit or injury to meter prohibited.

- (a) It is unlawful to deposit or cause to be deposited in any parking meter any slug, device or metallic substitute for a coin of the United States, except that the city administrator may direct the issuance of Billings parking meter tokens for use in its meters. The tokens may be issued in denominations equal to US coins and may be sold to merchants or others.
- (b) It is unlawful for any person to deface, injure, tamper with or open or willfully break, destroy or impair the usefulness of any parking meter installed under the terms of this division.
- (c) Every person who violates this section shall be subject to civil penalties as specified in section 18-1304.”

Section 7. That section 24-462 of the Billings, Montana City Code be repealed in its entirety.

Section 8. That section 24-463 of the Billings, Montana City Code be amended to read as follows:

“Sec. 24-463. Parking garages.

City parking garages are designated as reserved, hourly or general parking. Each parking space shall be designated with lines or marks, and each vehicle shall park entirely within the lines or markings so established. Any person improperly parking or parking in violation of posted directions shall be fined for each offense. Citations for violations may be issued in the same manner as citations for violation of parking meter zones in the city.”

Section 9. That section 24-467 of the Billings, Montana City Code be amended to read as follows:

“Sec. 24-467. Failure to pay parking fees.

A person who parks in a non-metered city parking space controlled by limited time parking signs is required to pay an hourly or monthly parking fee in the manner and at the time set by the city. A person who fails to pay the required parking fee when due shall be subject to civil penalties as specified in section 18-1304. Each day that a violation occurs is a separate offense.”

Section 10. 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 these ordinances are declared to be severable.

Section 11. Repealer. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 12. Effective Date. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

APPROVED on first reading this ___ day of _____, 2013.

ADOPTED and APPROVED on second reading this ___ day of _____, 2013.

CITY OF BILLINGS

By _____
Thomas W. Hanel, Mayor

ATTEST:

By _____
Cari Martin, City Clerk

Regular City Council Meeting

Meeting Date: 08/12/2013

TITLE: Approval of a 2013-2015 Contract with IAFF Local 521

PRESENTED BY: Tina Volek

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

A tentative agreement on renewal of a contract between the City and International Association of Fire Fighters (IAFF) Local 521 was reached on July 8, 2013. The proposed contract runs retroactively from July 1, 2103, through June 30, 2016. The Local's 111 members are expected to vote on the contract the week of July 22. If it is ratified by Local 521, the City Council is being asked to consider approving the contract at its meeting of August 12, 2013.

Major changes to the contract would include:

- A 2.9% cost of living adjustment (COLA) for each of the first two years of the contract and a wage re-opener for the third year;
- Allowing an employee to work at lower than his/her current classification to maintain staffing levels, but ensuring the employee is paid his or her original rate of pay;
- A technical definition for a fire working unit, called a company;
- Allowing fire suppression employees on special assignment to receive higher classification pay they would have received if they remained on regular duty;
- Grandfathering special certification pay for those who already have a boiler license, but eliminating the certification after that individual leaves or allows his license to lapse; and
- Limiting the amount paid through salary to retirement to the actual increase in the City's portion of the premium or 15%, whichever is less.

ALTERNATIVES ANALYZED

If Local 521 ratifies the contract, the City Council may:

- Approve the contract as presented, with pay retroactive to July 1, 2013;
- Postpone action of the contract to obtain additional information; or
- Deny approval of the contract, forcing negotiations to resume.

FINANCIAL IMPACT

The COLA for the contract will cost \$261,000 for FY14 and \$268,569 for FY15. The COLA cost for the final year of the contract will depend on what is negotiated in FY15. There is adequate funding in General Fund reserves to cover the increases, although a budget amendment and transfer will be required.

The increase in the cost of the health insurance to retirement benefit will depend on the increase in the cost of health insurance, which will not be known until January of each year.

RECOMMENDATION

Staff recommends that the City Council approve the contract, retroactive to July 1, 2013.

APPROVED BY CITY ADMINISTRATOR
