

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

October 15, 2013

6:30 P.M.

EXECUTIVE SESSION: 5:15 p.m.

CALL TO ORDER: Mayor Hanel

PLEDGE OF ALLEGIANCE: Mayor Hanel

INVOCATION: Councilmember McFadden

ROLL CALL: Councilmembers present on roll call were:

MINUTES:

- September 23, 2013
- October 7, 2013 - Special Session

COURTESIES:

PROCLAMATIONS: "Pink Day", October 15, 2013

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1 ONLY. Speaker sign-in required.

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

1. CONSENT AGENDA -- Separations:

A. Bid Awards:

- 1. W.O. 10-19, Shiloh Conservation Area.** (Opened 10/15/2013) Recommend delay of award until October 28, 2013.

2. **W.O. 13-03, #3 City Crack Seal.** (Opened 10/15/2013) Recommend delay of award until October 28, 2013.
 3. **2014 Landfill Compactor.** (Opened 9/24/2013) Recommend T&E Co.;\$364,312, including 3-year warranty and trade-in.
 4. **Airport Cupping Snow Plow Blade.** (Opened 10/15/2013) Recommend delay of award until October 28, 2013.
 5. **Two 2014 Single Engine Combination Sewer and Catch Basin Cleaners.** (Opened 9/24/2013) Recommend Titan Machinery, in the amount of \$641,112, minus trade-in of \$32,000, plus 5-year warranty for \$5,700, for a total net bid price of \$614,812.
- B. W.O. 14-01, 2014 Water and Sanitary Sewer Replacement Projects**
1. **Professional Services Contract, Schedule 1;** Sanderson-Stewart; \$672,740.
 2. **Professional Services Contract, Schedule 2;** Morrison Maierle, Inc.; \$617,728.
- C. Professional Services Contract** for W.O. 14-05, Phase 1, South Billings Urban Renewal District Sewer project, for the design and construction administration; DOWL HKM; \$298,800.
- D. Coffee Shop Agreement** for Billings Public Library with Sweet Cafe, \$350 per month rent.
- E. Development Agreement** with TNC Development, LLC outlining necessary public improvements for Lot 5, Block 2, Titan Subdivision, located at 5530 Interstate Avenue.
- F. Amendment #2, W.O. 09-12: Inner Belt Loop, Phase I,** Professional Services Contract; Sanderson Stewart Engineering; \$62,000.
- G. Amendment #4, W.O. 10-08: Water Treatment Plant Clearwell Baffle Project,** Professional Services Contract; Morrison-Maierle; \$11,619.
- H. Amendment #2, W.O. 12-43, Water Treatment Plant Backup Power Phase III,** Professional Services Contract; HDR Engineering; \$18,300.
- I. Approval** of the purchase of seven (7) Replacement Police Vehicles from Bison Ford Motor Company of Great Falls for \$27,206.24 each, or a total cost of \$190,443.68, budgeted in the 2014 Equipment Replacement Plan.
- J. Acceptance** of additional Montana Board of Crime Control funding for the STOP Violence Against Women Act (VAWA); \$5,501.20.

- K. **Resolution** relating to up to \$4,750,000 Storm Sewer Revenue Bonds, Series 2013; and amending the parameters for the issuance and private negotiated sale.

- L. **Preliminary Major Plat** of Lake Hills Subdivision, 34th Filing, generally located on both sides of Boca Raton Road, between Clubhouse Way and Annandale Road; Ron Hill, owner; Blueline Engineering, agent; conditional approval of the preliminary major plat and adoption of the Findings of Fact.

- M. **Bills and Payroll:**
 - 1. September 9, 2013
 - 2. September 16, 2013
 - 3. September 23, 2013
 - 4. April 1, 2013 - June 30, 2013 - Municipal Court

REGULAR AGENDA:

- 2. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Billings, Montana City Code, Sections 6-1601 through 6-1672; revising the City of Billings Floodplain Ordinance to comply with State and Federal Regulations. 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: 10/15/2013

TITLE: Bid Award: W.O. 10-19; Shiloh Conservation Area

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

W.O. 10-19, Shiloh Conservation Area, is a project that will transform a City-owned parcel of land at the confluence of the Shiloh Drain and Hogan's Slough into a facility that will balance the objectives of water quality improvements, flood control, and recreational benefits to the community.

The project was originally bid on August 20th, but the bids exceeded the budget and Council rejected all bids at the September 9th Council meeting so a phasing plan could be developed. The project was re-advertised on September 26th, October 3rd, and October 10th in the Billings Times and on the City's Website. State law requires the Council to take action on the bids at the first meeting after they are opened. However, these bids will be opened on the same day as this Council meeting and there will not be adequate time to review the bids prior to the meeting. Therefore, staff requests that the Council delay action on the bids until October 28th.

ALTERNATIVES ANALYZED

The only viable option is for the City Council to delay awarding a contract for Work Order 10-19; Shiloh Conservation Area until the October 28th Council Meeting.

FINANCIAL IMPACT

The project was bid on October 15th and the results of that bid award will be presented for award recommendation at the October 28th Council Meeting. The funding for this project was budgeted in FY14 and the source is Storm Drain funds.

RECOMMENDATION

Staff recommends that Council delay awarding a contract for W.O. 10-19, Shiloh Conservation Area until the October 28th Council Meeting to give staff adequate time to review and evaluate the bids.

APPROVED BY CITY ADMINISTRATOR

Attachments

No file(s) attached.

Regular City Council Meeting

Meeting Date: 10/15/2013

TITLE: Bid Award: W.O. 13-03 #3 City Crack Seal

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

WO 13-03, Contract #3 is part of the 2013 Street Maintenance Program, specifically the City Crack Seal contract. Annually, staff identifies streets proposed for preventative maintenance. Staff bids this work in three contracts: chip seal resurfacing, overlay resurfacing and crack sealing. This contract will provide crack sealing on approximately 17 miles of residential streets and 6 miles of streets that were recently overlaid throughout the City for a total of 23 miles. The project was advertised on September 26th, October 3rd and October 10th in the Billings Times and on the City's website and bids were opened October 15th, the same day as the Council meeting.

Staff requests that the bid award be delayed to allow time to review the bid results.

ALTERNATIVES ANALYZED

There are no viable alternatives to delaying award because bids were opened the same day as the Council meeting and staff has not had sufficient time to review the bids and compliance with all bidding requirements.

FINANCIAL IMPACT

Funding for Work Order 13-03 #3 City Crack Seal is included in the FY 14 budget. The project was bid on October 15th and the results of that bid will be presented for award recommendation at the October 28, 2013 City Council meeting.

RECOMMENDATION

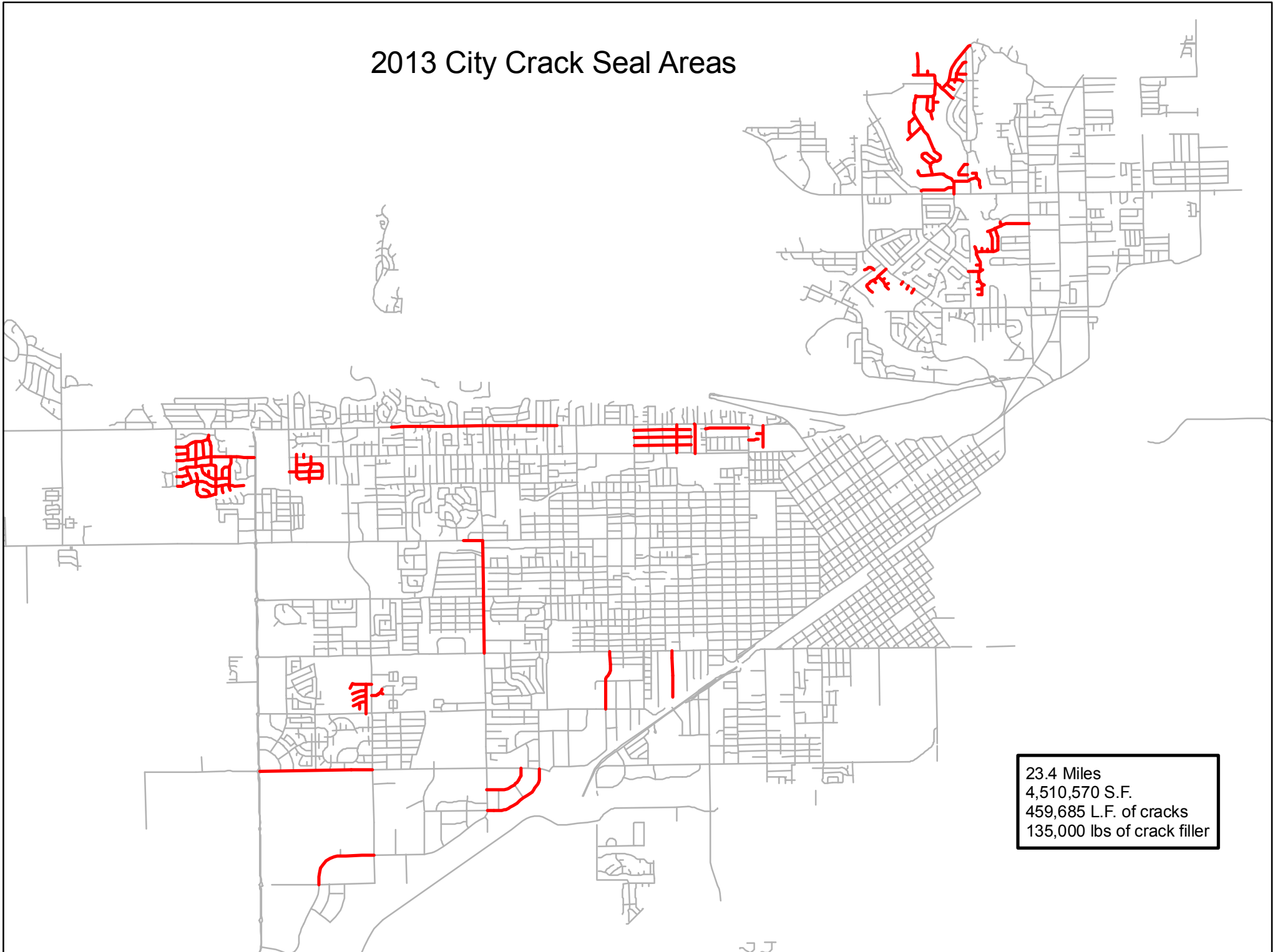
Staff recommends that Council delay award of a construction contract for Work Order 13-03 #3 City Crack Seal until the October 28, 2013, Council meeting to give staff time to review the bids.

APPROVED BY CITY ADMINISTRATOR

Attachments

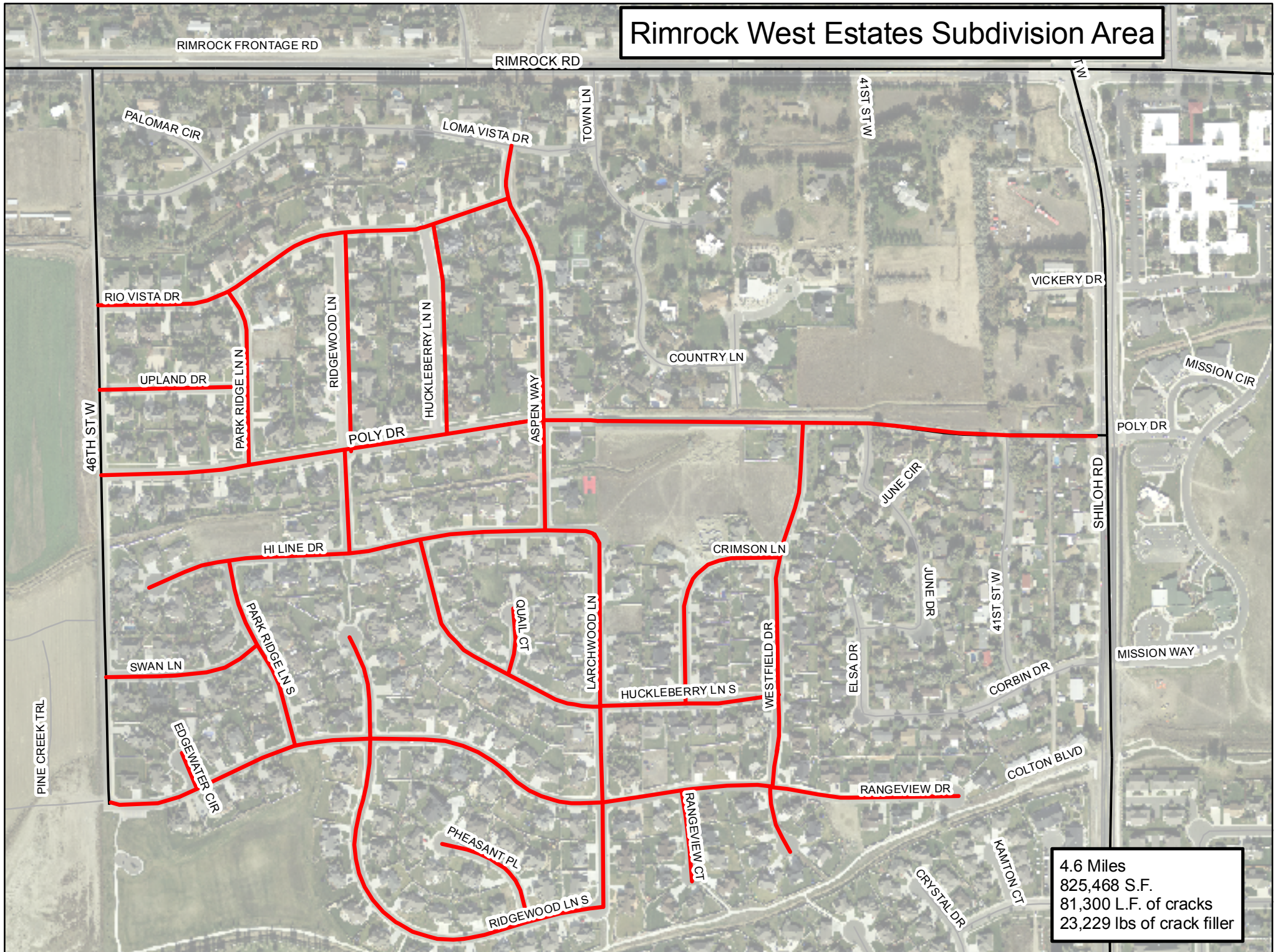
2013 Crack Seal Area Maps

2013 City Crack Seal Areas

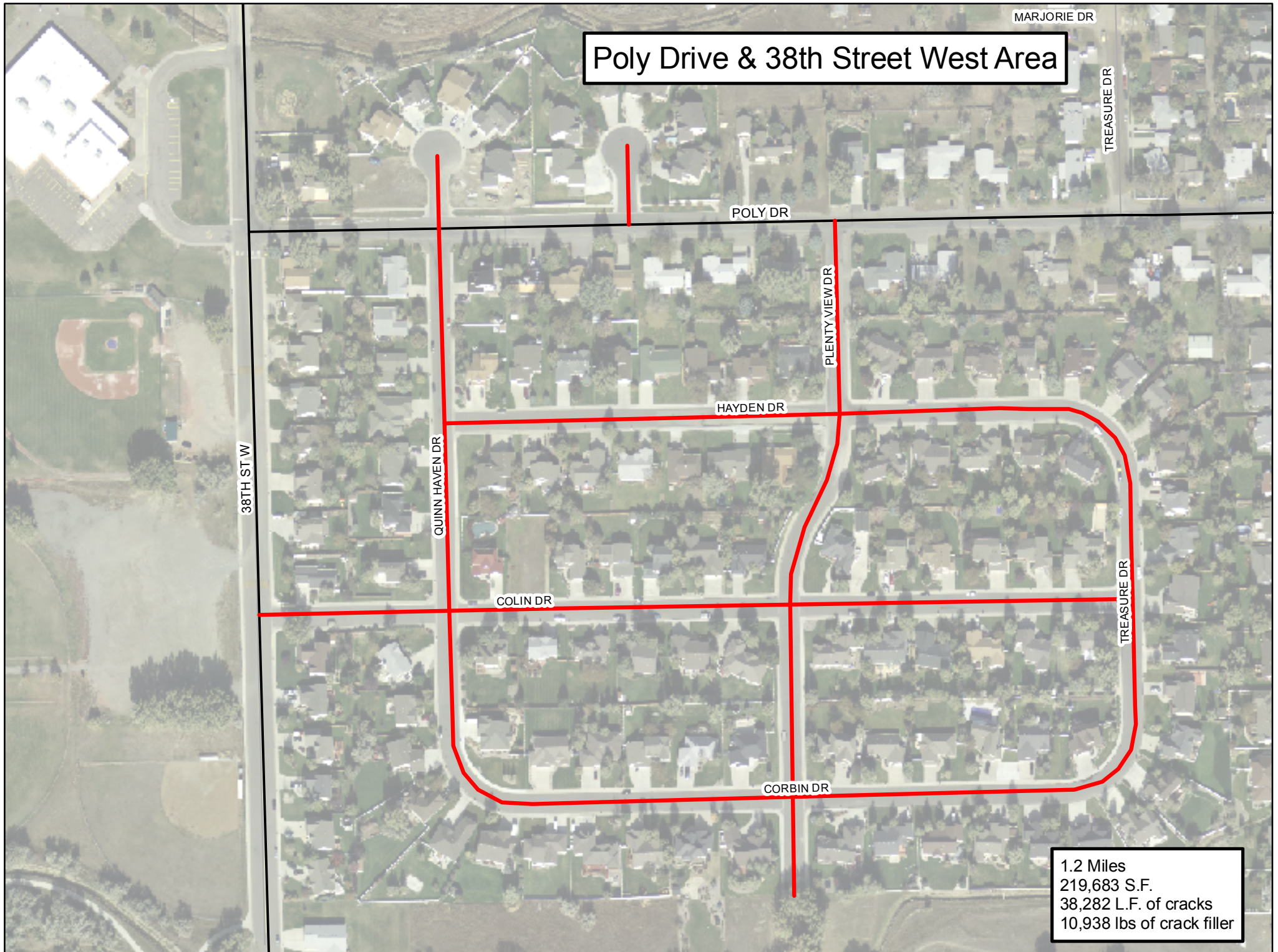


23.4 Miles
4,510,570 S.F.
459,685 L.F. of cracks
135,000 lbs of crack filler

Rimrock West Estates Subdivision Area



Poly Drive & 38th Street West Area



MARJORIE DR

TREASURE DR

POLY DR

PLENTY VIEW DR

HAYDEN DR

38TH ST W

QUINN HAVEN DR

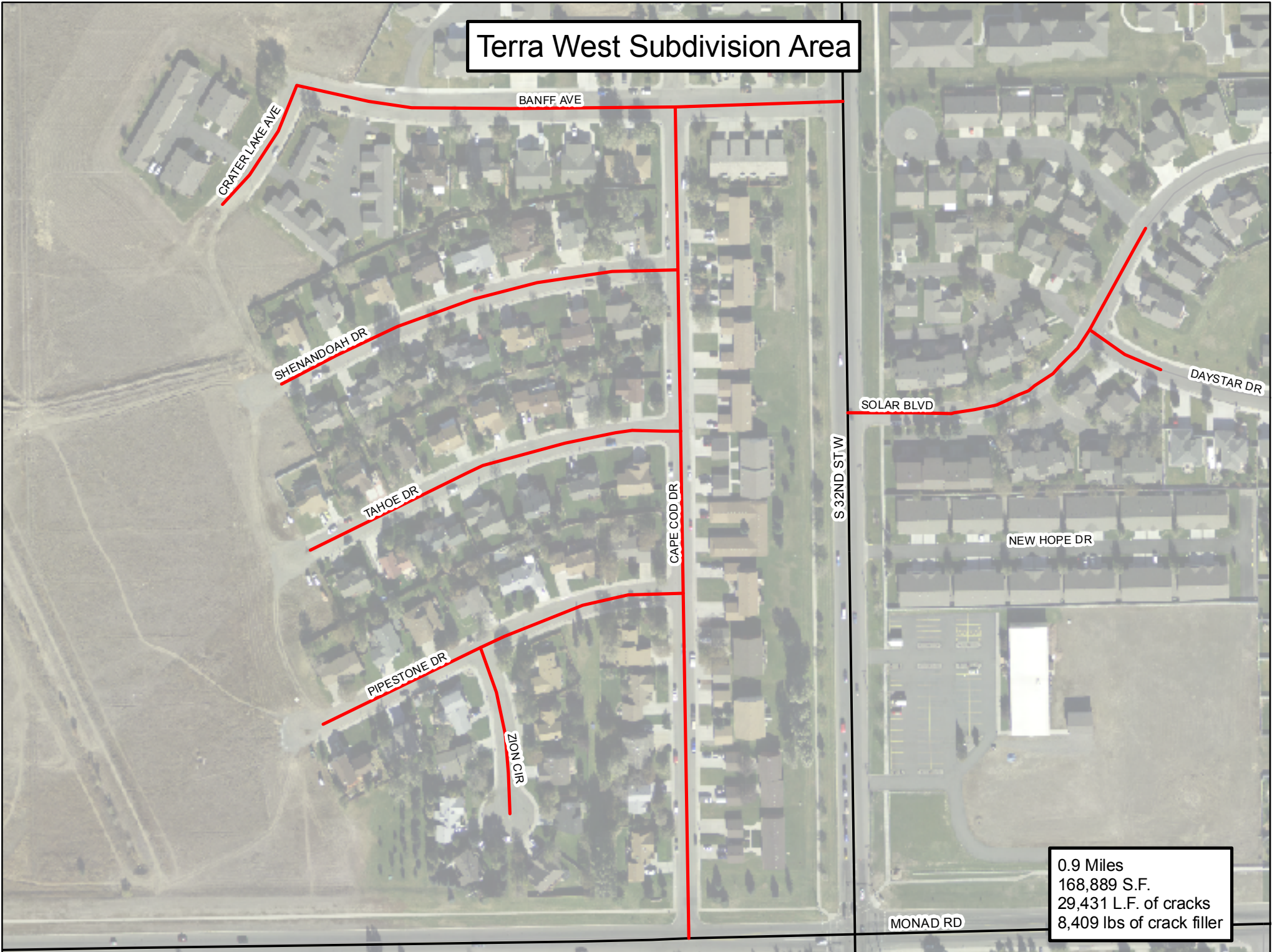
COLIN DR

TREASURE DR

CORBIN DR

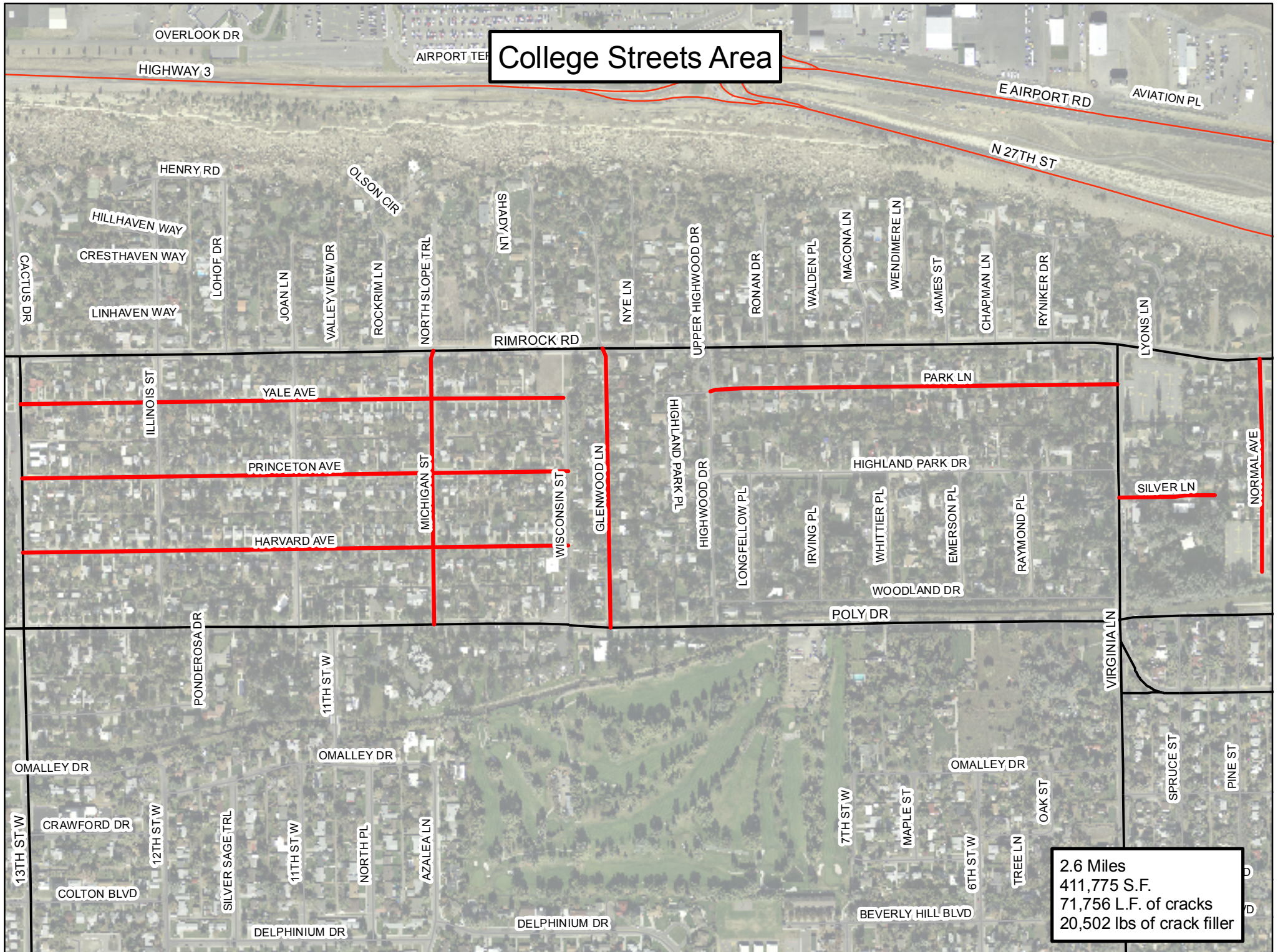
1.2 Miles
219,683 S.F.
38,282 L.F. of cracks
10,938 lbs of crack filler

Terra West Subdivision Area



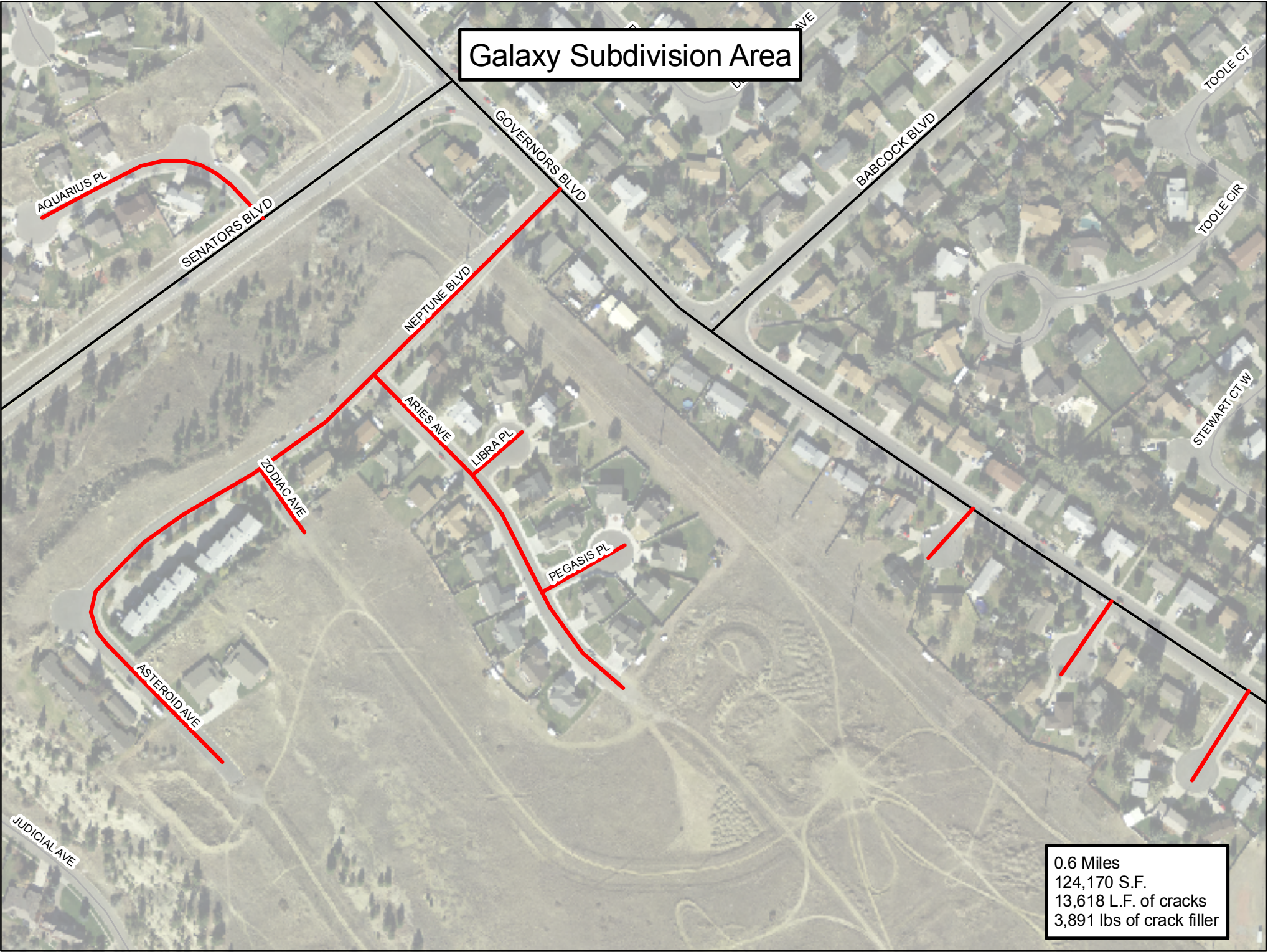
0.9 Miles
168,889 S.F.
29,431 L.F. of cracks
8,409 lbs of crack filler

College Streets Area



2.6 Miles
411,775 S.F.
71,756 L.F. of cracks
20,502 lbs of crack filler

Galaxy Subdivision Area

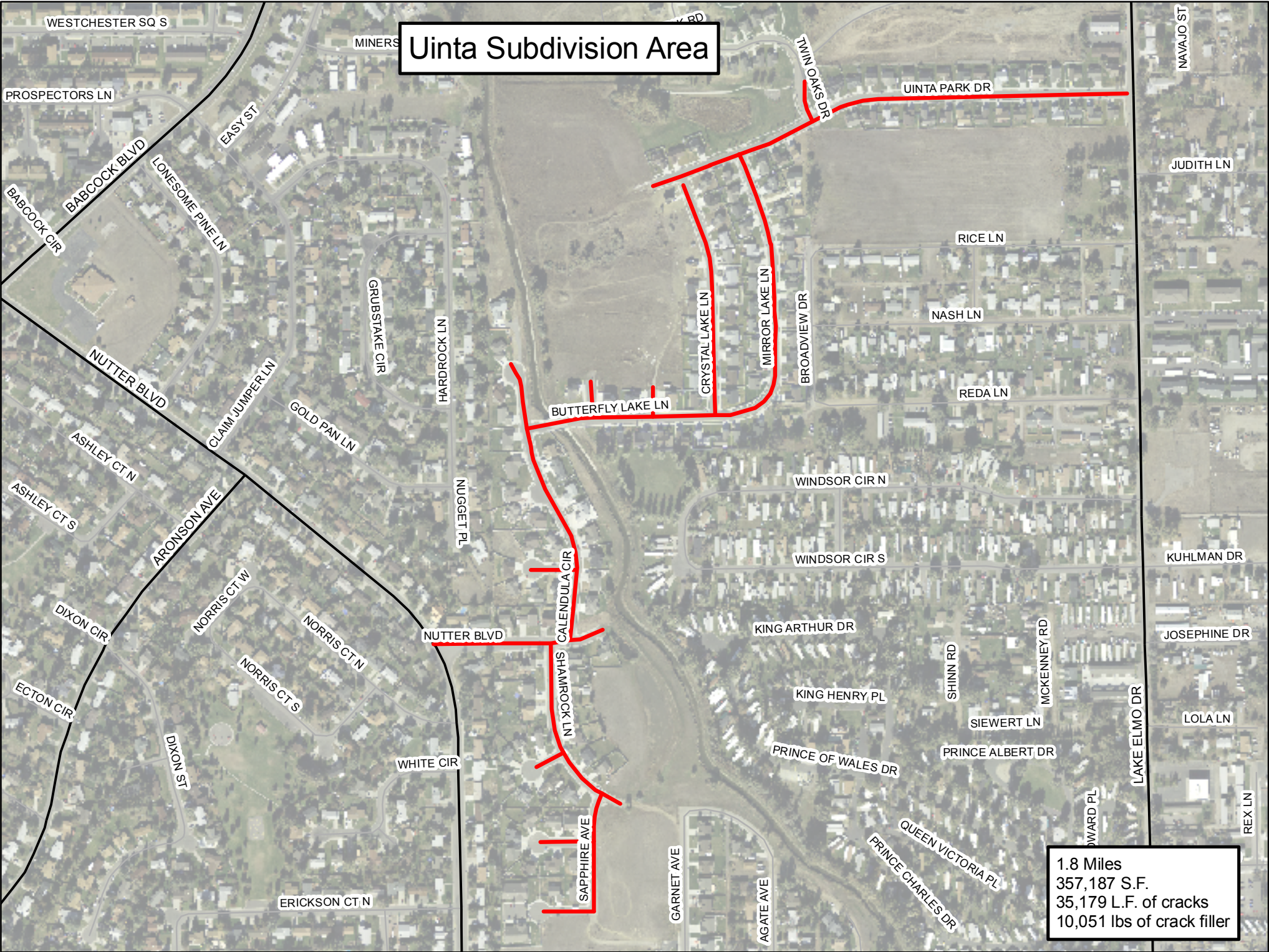


0.6 Miles
124,170 S.F.
13,618 L.F. of cracks
3,891 lbs of crack filler

Lake Hills Golf Course Area

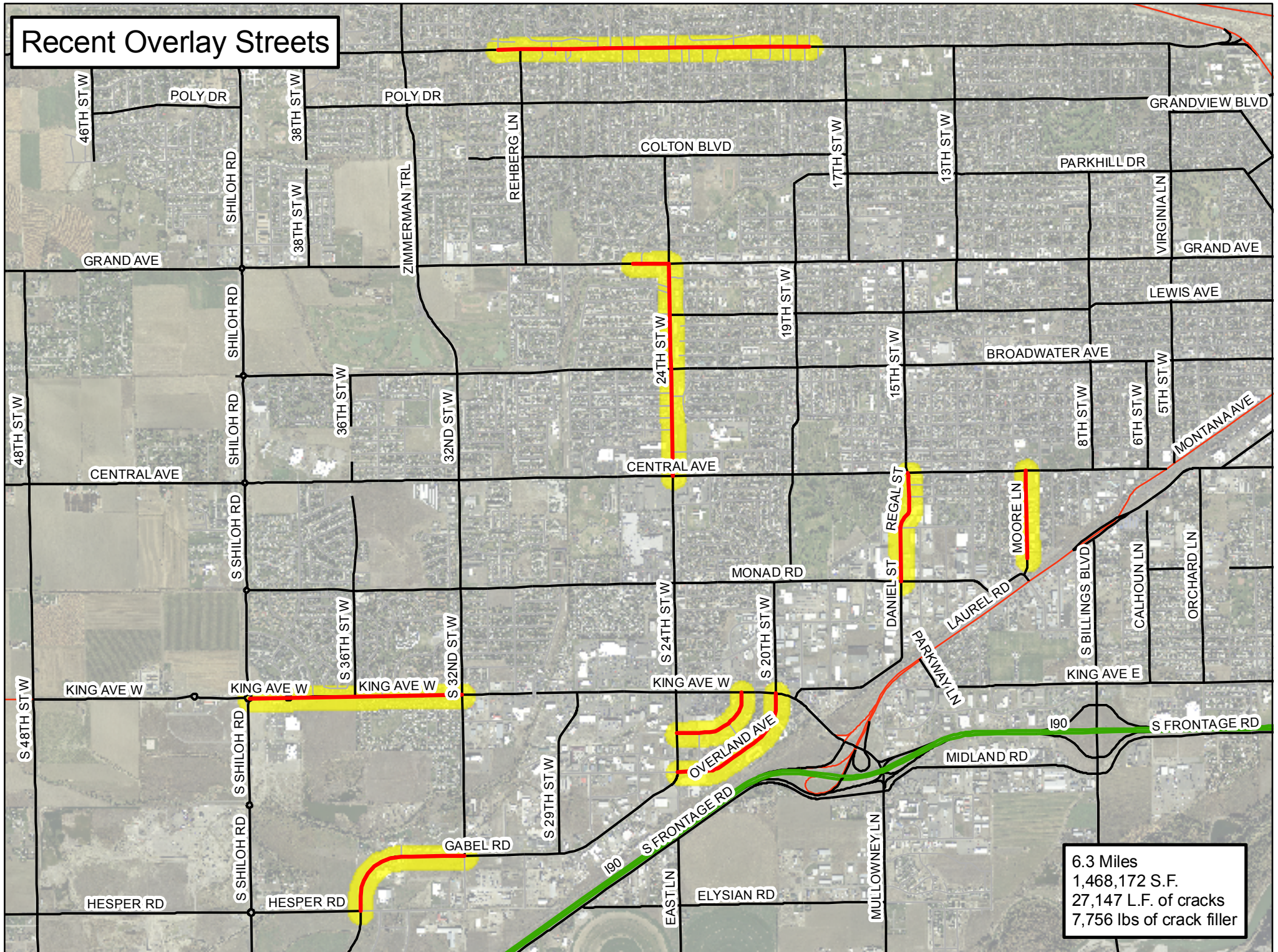


Uinta Subdivision Area



1.8 Miles
357,187 S.F.
35,179 L.F. of cracks
10,051 lbs of crack filler

Recent Overlay Streets



Regular City Council Meeting

Meeting Date: 10/15/2013
TITLE: Landfill Compactor Bid Award
PRESENTED BY: David Mumford,
Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The Public Works Department requested bids to purchase a 2014 compactor for the landfill and presented those bids at the August 12 and 26, 2013 Council Meeting. At the August 26 meeting, Council rejected all bids and directed staff to rebid the compactor. Staff rebid the compactor and received bids on September 24, 2013 to purchase the 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 bid price.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the bid and purchase the 2014 landfill compactor from T&E Co. in the net amount of \$364,312; or
- Reject all bids and do not purchase the compactor. This would result in using the existing compactor that is beyond its useful life at the landfill.

FINANCIAL IMPACT

Name	Net Bid
T&E Co.	\$364,312
Titan Machinery	\$485,378
Humdinger Equipment	\$475,000

RECOMMENDATION

Staff recommends that the City Council accept the bid and purchase a 2014 compactor from T&E Co. for the bid of \$364,312. Staff is also recommending that the existing compactor be traded in to T&E Co.

APPROVED BY CITY ADMINISTRATOR

Attachments

No file(s) attached.

Regular City Council Meeting

Meeting Date: 10/15/2013

TITLE: Award of the Cupping Snow Plow Blade for the Airport

PRESENTED BY: Tom Binford, Director of Aviation & Transit

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

Included in the Airport's Capital Improvement program is the purchase of a Cupping Snow Plow Blade. This new blade will be used on the passenger airline ramps and the cargo ramps. This snow plow blade attachment is interchangeable and connects onto the front of two heavy duty loaders. This is relatively new technology, specifically made for airport snow removal that occurs on large aircraft parking ramps. Hydraulically actuated ends concentrate snow toward the center of the plow blade for improved handling and control of where snow is placed. This improvement will ultimately save time and money, and increases the overall efficiency of snow removal at the Airport. This project was advertised for three weeks in the *Billings Times* and on the City's Website. The City received bids on October 15, 2013.

Staff requests the bid award be delayed to allow time to review the bid results.

ALTERNATIVES ANALYZED

The City Council may:

- Delay the award of the Cupping Snow Plow Blade until the October 28, 2013 City Council meeting.

FINANCIAL IMPACT

The total cost of this project is \$0000000. The funding for this project is available in the Airport's Passenger Facility Charge (PFC) account.

RECOMMENDATION

Staff recommends the City Council delay the award of the Cupping Snow Plow Blade until the October 28, 2013 City Council meeting to give staff time to review the bids.

APPROVED BY CITY ADMINISTRATOR

Attachments

No file(s) attached.

Regular City Council Meeting

Meeting Date: 10/15/2013

TITLE: Bid Award for Two 2014 Single Engine Combination Sewer and Catch Basin Cleaners

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Bids were received by the Street/Traffic Division for the Public Works Department on September 24, 2013 to purchase two, 2014 Single Engine Combination Sewer and Catch Basin Cleaner trucks. Funds for this purchase are in the approved FY14 budget. The new trucks will replace existing trucks that are part of the Equipment Replacement Plan (ERP). The existing trucks will be traded to the company providing the new trucks.

ALTERNATIVES ANALYZED

The City Council may:

- Accept the low bid from Titian Machinery and purchase two, 2014 Single Engine Combination Sewer and Catch Basin Cleaners; or
- Reject all bids and do not purchase the trucks at this time.

FINANCIAL IMPACT

The City received three bids for the two Sewer and Catch Basin Cleaners. The two bids from Kois were submitted in one package with two options. The bid submittals from Kois were not complete and as such, neither of the two Kois bids were considered.

Vendor	Bid	Trades	Warranties	Total Bid
Titan Machinery	\$641,112.00	\$32,000.00 (Unit 1221/1231)	\$5,700.00	\$614,812.00
Kois #1	\$659,430.00	\$71,000.00 (Unit 1221/1231)	Page not Included	Incomplete Bid
Kois #2	\$688,074.00	\$71,000.00 (Unit 1221/1231)	Page not Included	Incomplete Bid

RECOMMENDATION

Staff recommends that the City Council approve purchasing two 2014 Single Engine Combination Sewer and Catch Basin Cleaner Trucks from Titan Machinery in the amount of \$641,112, minus trade-in of \$32,000, plus the 5-year warranty for \$5,700.00, for a total net bid price of \$614,812.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

No file(s) attached.

Regular City Council Meeting

Meeting Date: 10/15/2013

TITLE: WO 14-01, Schedule 1; Contract for Professional Engineering Services, 2014 Water and Sanitary Sewer Replacement Projects

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The City Council will consider awarding a professional engineering services contract to Sanderson Stewart in the amount of \$672,740.00 for design, bidding and construction administration services on the 2014 Water and Sanitary Sewer Replacement Projects. The Schedule 1 projects include approximately 4,600 linear feet of water main replacement on Grand Avenue between 17th and 24th Street West and approximately 2,600 linear feet of water main replacement on North 27th Street between Montana Avenue and 6th Avenue North.

Sanderson Stewart was selected based on City staff review of project proposals submitted by prequalified firms. Other firms considered for the work were DOWL HKM and Morrison-Maierle, Inc.

The City replaces and upgrades its water and sanitary sewer utilities as part of an annual maintenance program. As underground water and sanitary sewer utilities approach the end of their useful life, the City's maintenance costs and potential liabilities from system failures increase. Corroding water main and leaking joints cause water loss and reduced service capacity. Water main breaks often cause public and private property damage. Deteriorating sanitary sewer mains crack, misalign and are intruded by tree roots; these problems lead to leakage of wastewater into surrounding soils, groundwater inflow, loss in carrying capacity and sewage backups into public and private property.

ALTERNATIVES ANALYZED

The Council may:

- Award the engineering contract to Sanderson Stewart; or
- Do not award the engineering contract to Sanderson Stewart. If the projects are not constructed, the City's water distribution and sanitary sewer collection systems in these areas will continue to experience ongoing maintenance problems and expenses. Since these sections of Grand Avenue and North 27th Street are scheduled for street reconstruction in the next couple of years, the City will miss an opportune time to replace this underground infrastructure.

FINANCIAL IMPACT

Funding for these projects has been approved by City Council in the Capital Improvement Program (CIP) and FY 14 budget. Funding is sufficient for the engineering design and construction administration portion of the projects which is now under consideration, as well as for the project construction planned for bidding to contractors in April, 2014. Schedule 1 projects will primarily utilize water budget:

Project Budget	\$4,000,000
Previously Encumbered	\$4,000,000
This Contract	\$672,740
Budget Remaining	\$3,327,260

RECOMMENDATION

Staff recommends that Council award a professional engineering services contract for the design and construction administration of Schedule 1 of the 2014 Water and Sanitary Sewer Replacement Projects to Sanderson Stewart in the amount not to exceed \$672,740.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

WO 14-01, Sch 1, DRAFT PES Contract

Contract for Professional Engineering Services

City of Billings W.O. 14-01--Schedule 1 WATER MAIN REPLACEMENT

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

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 11 Sections of General Provisions;
- Appendix A consisting of 10 pages (Basic Services of Engineer);
- Appendix B consisting of 1 page (Methods and Times of Payment);
- Appendix C consisting of 1 page (Additional Services of Engineer);
- Appendix D consisting of 3 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 page (Project Schedule);
- Appendix F consisting of 5 pages (Certificate(s) of Insurance)

PART I SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

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

Section 2. Scope of Services.

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

- D. The Engineer shall provide as-built drawings as specified hereafter, as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings.
- E. ~~The Engineer shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.~~

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Engineer shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2014.

Section 4. Compensation; Method of Payment.

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

Section 5. Termination of the Engineer's Services.

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

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

Section 6. Duties Upon Termination

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

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

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

Section 7. Insurance.

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

Section 8. Assignments.

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

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

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

Section 10. Notices.

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

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

Engineer: Sanderson Stewart
Rick Leuthold, PE, Chairman
1300 North Transtech Way
Billings, Montana 59102 FAX: (406) 656-0967 / PHONE: (406) 656-5255

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

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**PART II
GENERAL CONTRACT PROVISIONS**

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Engineer: Rick Leuthold, PE, Chairman
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

Engineer

City Council or Designee

Date: _____

ATTEST:

City Clerk

Date: _____

Name: _____

Title: _____

Date: _____

IRS Tax ID # _____

APPROVED AS TO FORM:

By _____

BRENT BROOKS, City Attorney

STATE OF MONTANA)

COUNTY OF YELLOWSTONE)

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of _____, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

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

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

Appendix A

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Basic Services of Engineer W.O. 14-01, Schedule 1 - Water Main Replacement

Section 1. Engineer's Rights and Duties.

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

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

Section 2. Billings Rights and Duties.

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

Section 3. Scope of Work.

SCOPE OF WORK:

The scope of work covered by this agreement is described hereafter:

The project consists of the design and bidding services for the W.O. 14-01, Schedule 1 - Water Main Replacement which includes water mains in North 27th Street between Montana Avenue and 6th Avenue North, and the water mains in Grand Avenue between 17th Street West and 24th Street West. Professional services include design of water main replacement, preparation of contract plans and specifications, contract plan and specification interpretation during construction, review of contractor pay estimates, construction staking, and inspection of construction for these water mains more specifically described below. Engineer will coordinate work efforts with other related improvement projects expected to be completed concurrently in the project area.

Phase 100. Project Initiation

- Task 1. Attend meeting with City officials to determine project scope.
- Task 2. Review available information and studies.
- Task 3. Review routes in field walkthrough.
- Task 4. Discuss design basis with the City.

Phase 200. Preliminary Design Services

- Task 1. Project management and coordination
- Task 2. Review alignments with respect to other utilities.
- Task 3. Review existing as-built drawings.
- Task 4. Review work done to date and determine problems with preliminary alignment.

- Task 5. Research existing City, County, State, and Federal studies and reports to determine potential conflicts.
- Task 6. Based on selected City-performed hydrant flow tests, review pipe sizes and/or hydrant lead sizes. Review City master plan for hydrant deficiencies in the project area that may affect design pipe size(s).
- Task 7. Determine locations where additional right-of-way must be secured and coordinate obtaining necessary construction permits if any.
- Task 8. Review existing valve operation near critical intersections to determine if certain valves require replacement. Estimate, based on valve operation, if Contractor will likely experience significant water flows during construction and present information in bidding documents based on findings. City of Billings shall operate all valves.
- Task 9. Assemble existing available plat, certificate of survey, easement and ownership information along the chosen alignment and draw in existing parcels from plats and field survey.
- Task 10. Attend up to six periodic design review meetings with the City and two design review meetings with MDOT personnel (for N. 27th St)
- Task 11. Obtain field location of existing utilities and incorporate this information into the construction plans. Utility locates will be requested for the project corridor using the One-Call service and surveyed for the corridor selected by the City.
- Task 12. Perform survey measure downs for existing water, sewer, and storm for North 27th Street from Montana Avenue to 6th Avenue North. Traffic control included for items out in traffic areas.
- Task 13. Perform survey measure downs for existing water, sewer and storm for Grand Avenue from 17th Street West to 24th Street West. Traffic control included for items out in traffic areas.
- Task 14. Set control network for North 27th Street and Grand Avenue areas.
- Task 15. Property corner search for North 27th Street.
- Task 16. Property corner search for Grand Avenue.
- Task 17. Field topographic survey of North 27th Street from Montana Avenue to 6th Avenue North. Topographic survey includes up to 4 days of traffic control set-up.
- Task 18. Field topographic survey of Grand Avenue from 17th Street West to 24th Street West. Topographic survey includes up to 5 days of traffic control set-up.
- Task 19. Geotechnical Investigation of North 27th Street (Montana Ave-6th Ave N.): Begin geotechnical investigation based on alignment as

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selected by the City. Geotechnical engineering shall include field sampling, laboratory testing and review of subsurface soils to determine appropriate pavement section design alternatives, subgrade treatment, groundwater conditions, and foundations for utility installations. Recommendations for specific construction materials and groundwater management established in this review will be included in the project plans and specifications. Shallow asphalt cores shall be taken mid-block to determine street section thicknesses between regular "deep" borings. Geotechnical investigation includes traffic control during boring operations.

- Task 20. Geotechnical Investigation of Grand Avenue (17th-24th St W): Begin geotechnical investigation based on alignment as selected by the City. Geotechnical engineering shall include field sampling, laboratory testing and review of subsurface soils to determine appropriate pavement section design alternatives, subgrade treatment, groundwater conditions, and foundations for utility installations. Recommendations associated with pipe bursting 12-inch to 12-inch in Grand Avenue. Recommendations for specific construction materials and groundwater management established in this review will be included in the project plans and specifications. Shallow asphalt cores shall be taken mid-block to determine street section thicknesses between regular "deep" borings. Geotechnical investigation includes traffic control during boring operations.
- Task 21. Miscellaneous geotechnical design review, including geotechnical review of plans and specifications and review of adjacent pipeline/utility stability.
- Task 22. Perform literature review of documented environmental issues (preliminary site analysis) of the North 27th Street area and the Grand Avenue area. No in-field drilling, testing, or environmental sampling is included in this literature review.
- Task 23. Review pipe bursting as alternate construction method for Grand Avenue area including fusible PVC pipe.
- Task 24. Review alternate construction timing methods for Grand Avenue (review of night work/weekend work, 24 hour 7-day a week work hours). Include findings in memorandum with alternate construction methods from Task 23.
- Task 25. Traffic Analysis of North 27th Street (Montana Ave-6th Ave N): Begin analysis and data collection of traffic and related issues to determine if they affect alignment or other design factors. Data collection for up to six (6) impacted intersections in one peak hour (AM or PM).
- Task 26. Traffic Analysis of Grand Avenue (17th-24th St W): Begin analysis and data collection of traffic and related issues to determine if they affect alignment or other design factors. Data collection for

up to three (3) impacted intersections in one peak hour (AM or PM).

- Task 27. Design of temporary water system performance specifications for all project areas and flushing design for any 24-inch diameter water main piping.
- Task 28. Design of temporary private fire suppression system performance specifications as required during construction. Meet with City of Billings Fire Marshall to review affected buildings with fire suppression requirements.
- Task 29. Meet with local contractors and suppliers to discuss constructability and traffic control issues.
- Task 30. Identify potential staging areas, disruptions to private access and parking.
- Task 31. Develop a public involvement plan which shall include an educational outreach component and two (2) public informational meetings for each area (total of four (4) meetings). Meet with affected businesses and present results and provide design charette at two of said business meetings.
- Task 32. Coordinate the identification and potential relocation of private utilities including, overhead and underground power, cable TV, underground telephone and communications, petroleum oil, and natural gas.
- Task 33. Send preliminary construction plans to the private utilities for review and comment, and hold subsequent coordination meetings with the private utilities to assemble and evaluate comments (up to three (3) meetings).
- Task 34. Identify areas to perform subsurface utility "potholing" at identified pipe line or utility crossings to identify specific pipe elevations or private utility locations. Survey said pipe elevations in the field for incorporation into the design. Scope of work assumes Sanderson Stewart will provide a "vacuum" truck via subcontract to remove material in order to survey said utilities. Scope of work includes up to four (4) full 8-hour days of subcontract "potholing". Temporarily backfill holes with cold-mix asphalt. Provide filling of holes during construction by Contractor with hot-mix asphalt. Scope of work includes traffic control.
- Task 35. Meet with Montana Rail Link officials to review impacts of traffic backing up at the railroad crossing north of the North 27th Street/Montana Avenue intersection.
- Task 36. Meet with City engineering, and public utilities department (PUD) two times.
- Task 37. Prepare preliminary traffic control plans and specifications for the North 27th Street project area and submit for review by the City of Billings and MDOT. Coordinate with other City construction

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projects known in the vicinity of this project.

- Task 38. Prepare preliminary traffic control plans and specifications for the Grand Avenue project area and submit for review by the City of Billings. Coordinate with other City construction projects known in the vicinity of this project.
- Task 39. Quality control review of plans.
- Task 40. Prepare Preliminary Plans and Specifications (70% design level) using all data gathered and input received.
- Task 41. Prepare opinion of probable cost with 15 percent contingency included.
- Task 42. Submit Preliminary Plans and Specifications (70% design level) for review to all interested parties as determined by the City of Billings and Sanderson Stewart, including MDOT (for N. 27th St).

Phase 200 Deliverables:

Memorandum Discussing Construction Alternate and Scheduling Alternates for Grand Avenue project area, Preliminary Geotechnical Report, Preliminary Alignment and Grade Plans (70%), Preliminary Opinion of Probable Cost with 15% contingency; Deliverables include up to five (5) sets of 24x36-inch size preliminary plans and specifications.

Phase 300. Final Design and Bidding Services

- Task 1. Project management, and coordination.
- Task 2. Assemble all preliminary plan review comments and redlines for incorporation into final plans.
- Task 3. Match street restoration grades with proposed development in adjacent properties as required. Design new ADA Ramps where required (Up to 8 ramps).
- Task 4. Coordinate final design with other public utilities within the selected project corridor.
- Task 5. Incorporate recommendations of geotechnical report into final plans and specifications, including the QA/QC recommendations for materials testing during construction.
- Task 6. Prepare erosion control plan and Stormwater Prevention and Pollution Plan (SWPPP) for State permit. Contractor shall pay permit fee direct to the State of Montana and sign Notice of Intent once construction begins.
- Task 7. North 27th Street: Incorporate recommended traffic control plans into final plan set. Plans shall include required detours, required signing, and applicable construction phasing.
- Task 8. Grand Avenue: Incorporate recommended traffic control plans into final plan set. Plans shall include required detours, required signing, and applicable construction phasing.

- Task 9. Complete final plan and specification sets for submittal, review, and approval by the City of Billings and the Department of Environmental Quality. The City shall pay DEQ review fees direct to DEQ (fees not included in this contract).
- Task 10. Apply for all permits, licenses, and approvals necessary to construct the project.
- Task 11. Submittal of two (2) copies of the project specifications, two (2) half-size plan sets, contract-bidding documents, design report and certified water and sewer checklist to Montana Department of Environmental Quality (MDEQ) for approval.
- Task 12. Receive final redline comments from the City and the Department of Environmental Quality and incorporate said comments in final plans and specifications. Final plans and specifications will be prepared in accordance with the Montana Public Works Standard Specifications, Sixth Edition, April 2010 and the current adopted City of Billings Standard Modifications to the Sixth Ed. Stamp and sign all plans and specifications with seal of Professional Engineer in charge.
- Task 13. Calculate bid quantities and prepare bid proposal and contract documents. Update Engineer's Opinion of Probable cost based upon final plan quantities.
- Task 14. Assist in preparation of bid advertisement and provide documents to prospective bidders and suppliers. Bid advertisement text will be provided to the City for publication.
- Task 15. Attend pre-bid meeting.
- Task 16. Answer bid questions and issue addendums as required.
- Task 17. Attend bid opening, tabulate bids, and make recommendation to the City for award.
- Task 18. Assist in City procurement of final contract agreement, verification of insurance and bonds, and issue notice to proceed.
- Task 19. Quality control review.

Phase 300 Deliverables:

Plans and specifications for review and bidding, Final Opinion of Probable Cost, Bid Tabulations, and Recommendation of Award.

Phase 400. Construction Services and Contract Administration

- Task 1. Project management and coordination.
- Task 2. Schedule and conduct pre-construction conference prior commencement of work at the site. Issue pre-construction meeting minutes to Contractor and City.
- Task 3. Implement and coordinate QA/QC testing program for materials

testing developed in the design phase of the project.

- Task 4. Take preconstruction photos of proposed work areas.
- Task 5. Prepare weekly website informational update content for distribution to the City of Billings. The City will utilize its own website but will require regular informational updates prepared by Engineer to incorporate into the website.
- Task 6. Review Contractor shop drawing submittals in conformance with the information given in contract documents. Also review valve requests and temporary water plans. Review does not include review of any dewatering plans, shall not extend to Contractor means, methods, techniques, sequences, or procedures of construction or Contractor safety programs.
- Task 7. Attend weekly construction meetings during construction. Attend up to two weekly meeting with two construction contracts.
- Task 8. Make visits to the site at intervals appropriate to various stages of construction to observe as an experienced and qualified design professional the progress of the Contractor's executed work. Visits by Engineer shall be limited to spot checking and similar methods of general observation of the work as assisted by the Resident Project Representative.
- Task 9. Scheduled regular business meetings (weekly). Provide up to 1.5 hours per week for two meetings for 2 contracts for a 120-day construction contract.
- Task 10. Attend random business/public meetings during construction.
- Task 11. Respond to Contractor requests for information. Issue necessary clarifications and interpretations of the Contract Documents as appropriate consistent with the intent and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- Task 12. Recommend and prepare Change Orders and Work Change Directives to City as appropriate.
- Task 13. Establish schedules, chain-of-command, and communication priorities for all parties involved in construction.
- Task 14. Provide field staking to give the Contractor measurements, lines, locations, and grades necessary for construction. Field staking shall include grade stakes or slope stakes for excavation and fill, subgrade bluetops (if requested), base gravel bluetops (if required), off-sets and grades for the water main and appurtenances thereto, off-sets and grades for manholes and inlets, off-sets for curb and gutter, and miscellaneous concrete replacement (if required).

- Task 15. Coordinate and schedule quality control testing during all phases of construction.
- Task 16. Provide full-time construction observation during construction utilizing a Resident Project Representative (RPR) to assist Engineer in observing progress and quality of the Work assuming a 90 calendar day construction contract for North 27th Street and a 120 calendar day construction contract for Grand Avenue. RPR shall report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor said clarifications and interpretations as issued by Engineer. RPR will prepare daily inspection reports, and daily diaries for the full term of construction activity.
- In addition to review of major work items, inspection activities shall include general review of traffic control set-up and sediment and erosion control. Major work items include, but are not limited to: water, sanitary sewer, storm drain, irrigation utilities, subgrade preparation, gravel base course preparation, concrete work, paving, signals, lighting, and striping.
- Task 17. Review and recommend payment and contract requests in accordance with City of Billings format.
- Task 18. Coordinate daily traffic control changes and prepare media releases as required.
- Task 19. Keep track of actual in-place materials, locations, and quantities and transfer to field plans for preparation of record drawings.
- Task 20. Coordinate testing of final water installations and recommend approval or adjustments as necessary.
- Task 21. Conduct final inspection and assist in project closeout. Engineer will provide two (2) paper copies and one (1) pdf file of the record drawings based on record drawings of the Contractor with:
- Offset distances measured from the centerline of the right-of-way to all public water mains.
 - Invert elevations marked for each manhole, structure, and each connection thereto, as well as at the end of each stubbed water main, stubbed water service line and stubbed fire line.
 - Locations of water and sewer services (if any) based on measurements from property lines.
 - Elevations indicating the depth of bury of all public water mains. These elevations shall be shown at each street or right-of-way intersection and at such intervals along the public water mains as may be deemed appropriate by the City Engineer.
 - Permanent bench marks shown.

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- Task 22. Prepare reproducible construction record drawings for City of Billings files from records prepared by Contractor.
- Task 23. Conduct one-year inspection with City of Billings staff and Contractor.

Phase 400 Deliverables:

One (1) 11x17-inch set of record drawings submitted to the Department of Environmental Quality, two (2) sets of 24x36-inch record drawings provided to the City of Billings, one (1) set of electronic files (pdf format) provided to the City of Billings, one (1) copy of materials and water main testing records, and final record of project construction cost.

Appendix B

Methods and Times of Payment W.O. 14-01--Schedule 1, Water Main Replacement

Section 1. Payments for Basic Services.

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

Billings shall deduct five percent (5%) from each monthly pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final documents by Billings, and determination that the scope of work has been satisfactorily completed.

A. For services rendered prior to construction, Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed \$672,740.00 (Six hundred seventy two thousand seven hundred forty dollars) based on the following tasks:

Phase 100	Project Initiation and Scoping	<u>\$5,300.00</u>
Phase 200	Preliminary Design Services	<u>\$249,515.00</u>
Phase 200A	Potholing of Subsurface Utilities	<u>\$19,110.00</u>
Phase 300	Final Design and Bidding	<u>\$84,615.00</u>
Phase 400	Construction Services	<u>\$314,200.00</u>

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

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

Work requests made or conditions identified by interested groups at the agency or public meetings which are beyond the scope and intent of this project shall be paid for on an hourly basis at the applicable fees in Appendix D or by an addendum to the agreement.

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer W.O. 14-01--Schedule 1, Water Main Replacement

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

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

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Appendix D

Schedule of Professional Fees W.O. 14-01--Schedule 1, Water Main Replacement

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

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

Rate changes may be made to the fee schedule by the Engineer to reflect increased salaries and other business costs. Engineer shall submit a revised rate schedule at the time of the change if requested by the Owner. Rate schedule changes made by the Engineer during the term of this Contract shall not alter the maximum project professional fee set forth in the Contract. Changes that alter the maximum project professional fee are covered in Appendix B.

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

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Appendix E

Project Schedule W.O. 14-01--Schedule 1, Water Main Replacement

Based on a notice to proceed by Billings date no later than October 16, 2013, the completion date for the Engineer's work through final design shall be:

1. Project Initiation and Scoping: November 1, 2013
2. Preliminary Design Services (70% Design): January 31, 2013
3. Final Design Engineering Services: March 14, 2013
4. Construction Services to be based on Contractor Schedule.

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

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

Appendix F

**Certificate(s) of Insurance
W.O. 14-01--Schedule 1, Water Main Replacement**

Attach Certificate(s) of Insurance

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Regular City Council Meeting

Meeting Date: 10/15/2013

TITLE: WO 14-01, Schedule 2; Contract for Professional Engineering Services, 2014 Water and Sanitary Sewer Replacement Projects

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The City Council will consider awarding a professional engineering services contract to Morrison Maierle, Inc. (MMI) in the amount of \$617,728.00 for design, bidding and construction administration services on the 2014 Water and Sanitary Sewer Replacement Projects. The Schedule 2 projects include approximately 15,000 linear feet of sanitary sewer main replacement between Grand Avenue and the BBWA Canal, from 17th to 24th Street West.

MMI was selected based on City staff review of project proposals submitted by prequalified firms. Other firms considered for the work were DOWL HKM and Sanderson Stewart.

The City replaces and upgrades its water and sanitary sewer utilities as part of an annual maintenance program. As underground water and sanitary sewer utilities approach the end of their useful life, the City's maintenance costs and potential liabilities from system failures increase. Corroding water main and leaking joints cause water loss and reduced service capacity. Water main breaks often cause public and private property damage. Deteriorating sanitary sewer mains crack, misalign and are intruded by tree roots; these problems lead to leakage of wastewater into surrounding soils, groundwater inflow, loss in carrying capacity and sewage backups into public and private property.

ALTERNATIVES ANALYZED

The Council may:

- Award the engineering contract to MMI; or
- Do not award the engineering contract to MMI. If the projects are not constructed, the City's water distribution and sanitary sewer collection systems in this area will continue to experience ongoing maintenance problems and expenses.

FINANCIAL IMPACT

Funding for these projects has been approved by City Council in the FY14 budget. Funding is sufficient for the engineering design and construction administration portion of the projects which is now under consideration, as well as for the project construction planned for bidding to contractors in April, 2014. Schedule 2 projects will primarily utilize sanitary sewer budget:

Project Budget	\$4,000,000
Previously Encumbered	\$4,000,000
This Contract	\$617,728

Budget Remaining	\$3,382,272
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RECOMMENDATION

Staff recommends that the City Council award a professional engineering services contract for the design and construction administration of Schedule 2 of the 2014 Water and Sanitary Sewer Replacement Projects to Morrison Maierle, Inc. in the amount not to exceed \$617,728.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

WO 14-01, Sch 2, DRAFT PES Contract

Contract for Professional Engineering Services

City of Billings W.O. 14-01--Schedule 2 SANITARY SEWER MAIN REPLACEMENT

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

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 11 Sections of General Provisions;
- Appendix A consisting of 7 pages (Basic Services of Engineer);
- Appendix B consisting of 1 page (Methods and Times of Payment);
- Appendix C consisting of 1 page (Additional Services of Engineer);
- Appendix D consisting of 3 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 page (Project Schedule);
- Appendix F consisting of 22 pages (Certificate(s) of Insurance)

PART I SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

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

Section 2. Scope of Services.

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

- D. The Engineer shall provide as-built drawings as specified hereafter, as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings.
- E. ~~The Engineer shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.~~

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Engineer shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2014.

Section 4. Compensation; Method of Payment.

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

Section 5. Termination of the Engineer's Services.

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

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

Section 6. Duties Upon Termination

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

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

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

Section 7. Insurance.

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

Section 8. Assignments.

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

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

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

Section 10. Notices.

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

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

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

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

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PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Engineer: President or Vice President
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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Appendix A

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Basic Services of Engineer

Section 1. Engineer's Rights and Duties.

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

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

- K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Casey M. Hanson, PE.

Section 2. Billings Rights and Duties.

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

Section 3. Scope of Work.

The scope of work includes the following items:

1. The Engineer shall perform the work outlined within this agreement that includes the completion of design and construction phase services for 2014 Sanitary Sewer Replacement; Engineer shall assist Billings in identifying areas where sewer main alignments best serve the needs of the project area. Engineer will coordinate work efforts with other related or unrelated improvement projects expected to be completed concurrently in the project area. Design and construction work for the 2014 Sanitary Sewer Replacement project has been based on 15,000 linear feet of sewer main.

Completion of said design shall include the following tasks:

A. Preliminary Engineering Services (30% Design)

1. Field surveys within the project limits and extending to appropriate match lines. Data collection shall include establishment of permanent horizontal and vertical control, topographic features and existing property pins. Engineer will provide appropriate temporary traffic control measures for all data collection completed in traffic areas. Field survey data will be utilized by the Engineer to develop preliminary project base mapping.
2. Research will be performed to verify existing right-of-way locations utilizing platted information, ownership records and found property pins.
3. Apply for all permits, licenses, and approvals necessary to construct the project. All permit and licensing fees will be paid by Billings.
4. Geotechnical engineering as provided by sub consultant to consultant shall include field sampling, laboratory testing and review of subsurface soils to determine appropriate pavement section design alternatives, sub-grade treatment, groundwater conditions, and foundations for utility installations. Recommendations for specific

construction materials established in this review will be included in the project plans and specifications. Design geotechnical work will include 30 soil borings (15 at 20' deep and 15 at 25' deep) and 20 asphalt cores.

5. Coordinate with Billings staff and other public and private stakeholders in the development of roadway and utility improvements.
6. Coordination with property owners adjacent to the project.
7. Planning and facilitating one (1) public informational meeting during the design phase.
8. Design of utility alignments and cross-sections; sewer main; and related improvements.
9. Coordination with owners residents in piping or abandonment alternatives within the right-of-way. This may include verification of user(s).
10. Confirm appropriate utility sizing within the project limits. Design replacement of existing utilities.
11. Coordinating the identification and potential relocation of private utilities including, but not limited to, overhead and underground power, cable TV, underground telephone and communications, petroleum oil, and natural gas.
12. Prepare and submit of a Preliminary Design Report, report shall summarize project related design parameters; public utility improvements; right-of-way impacts; stakeholder impacts; traffic operations and traffic control measures; pedestrian improvements; corridor landscaping; and preliminary construction costs. Up to two (2) conceptual alternatives may also be considered for certain utility improvements. The report will also include a preliminary environmental evaluation, which reviews historical data related to the project area, including hazardous waste research and other know environmental issues. Five (5) copies of the Preliminary Design Report and two (2) 24"x36" copies and two (2) 11"x17" copies of 30% plans will be provided to the City for review.

B. Preliminary Engineering Services (70% Design)

1. The 70% design package will incorporate Billings' comments pertaining to the Preliminary Design Report and preliminary public utility plans. Updated roadway plan and profile sheets will be presented, where applicable, as well as further development of the water main, and other recommended improvements.

Two (2) 24"x36" copies and two (2) 11"x17" copies of 70% plans and three (3) project specifications will be provided to the City for review.

2. Attend periodic design review meetings with Billings.
3. Send 70% construction plans to the private utilities for review and comment, and hold a subsequent coordination meeting with the private utilities to assemble and evaluate comments.

C. Preliminary Engineering Services (90% & Final 100% Design)

1. The 90% design package will incorporate comments received from Billings, after the 70% design package submittal and periodic design review meetings are complete. The plan package will include design of the plan and profile utilities drawings, related traffic control measures, sewer main, and other recommended improvements.

Two (2) 24"x36" copies and two (2) 11"x17" copies of 70% plans and three (3) project specifications will be provided to the City for review.

2. Attend periodic design review meetings with Billings.
3. Engineer will provide final design services, upon receiving Billings' approval of the 90% plan package submittal. Plans and specifications will be prepared in accordance with the Montana Public Works Standard Specifications, Sixth Edition, April 2010 and the most current edition of the City of Billings Standard Modifications.
4. Stamp and sign all plans and specifications with seal of Professional Engineer in charge.
5. Computation of project construction quantities and preparation of an engineer's opinion of probable construction cost.
6. Prepare and supply of all project specifications and bidding documents necessary for bidding and construction. Bid advertisement text will be provided to Billings for publication. Schedule and hold a pre-bid conference, publish meeting minutes, and prepare any necessary addenda. Conduct a pre-bid field review with contractors as necessary. Attend the bid opening, analyze bids, submit a bid tabulation, and make a construction contract award recommendation.
7. Preparation of a complete construction traffic control plan. The plan will show required detours, required signing, applicable construction phasing.
8. Furnish contract plans and specifications in sufficient number for bidding and contracting the project. It is anticipated that forty (40) 11"x17" copies will be required. Proceeds from plan sales will be credited against the project.
9. Submittal of seven (7) copies of construction contract documents.
10. Electronic submittal of construction plans and bid documents.
11. Submittal of two (2) copies of the project specifications, two (2) half-size plan sets, contract-bidding documents, design report and certified sewer checklist to Montana department of Environmental Quality for approval.

D. Construction Services

1. Construction Layout and Control.

- i. Provide personnel, equipment, and supplies for construction layout and control. Construction layout shall include, but not be limited to, measurements, lines, locations, and grades necessary for construction.
- ii. Reference and preserve all existing survey monuments and benchmarks. All monuments required within the project shall be punched and elevations shown on as-built drawings.

2. Inspection and Testing.

- i. Coordinate appropriate testing of materials intended for incorporation into the project and require documentation of testing results.
- ii. Provide review of construction to check the Contractor's work for compliance with the drawings, specifications, and other applicable documents, codes or standards. Review of work shall be made on a full-time basis while any major item of work is in progress. Major items of work shall be water; sanitary sewer; storm drain, and irrigation utilities; subgrade preparation; gravel base course preparation; concrete pouring and finishing; paving; signalization, lighting, and striping. The Engineer shall provide a minimum of **48** hours notice for Billings personnel when specific inspections or testing require their presence on the project. Each daily review shall be documented in permanent reproducible form and kept in consecutive order with the project file. Copies of the daily review reports shall be furnished to Billings as requested during construction. Engineer will notify Billings immediately of contract problems or deviation from approved plans.
- iii. Provide the services of a qualified materials engineering technician who will observe construction and provide representative tests. Provide direct coordination of laboratory and field quality assurance testing and geotechnical engineering between the project engineer, field inspector, and a project construction materials engineer. Geotechnical and materials engineering shall include interpretation and recommendations for the Engineer and Billings based upon field observation.
- iv. The Engineer shall record the location of all underground utilities (including, but not limited to, conduit for all street lighting, signalization, or flasher assemblies) installed under and on the surface within the public right-of-way and show these facilities, together with a representation of the general corridors in which other underground utilities are located, on the record drawings.

3. Submittal Review and Document Preparation.

- i. Review the construction operations and the traffic controls for construction, prior to the start of work. Engineer shall ascertain that the Contractor has all needed permits to accomplish his work during construction.
- ii. Review shop drawings, samples, equipment, asphaltic concrete mix design, concrete mix design, aggregate, and other data submitted by the Contractor for compliance with drawings and specifications.

- iii. Prepare change orders that do not require additional engineering design or inspection.
- iv. Prepare monthly pay estimates and final pay estimates for construction and prepare contract administration forms on a monthly basis. These will be submitted in Billings' approved format.
- v. Issue notice to the Contractor to suspend work in whole or part when, in the opinion of the Engineer, and when directed by the Owner, work is not being, or cannot be performed in accordance with the contract documents and specifications.
- vi. Contact Billings for any proposed plan or specification changes when required due to initial design and engineering deficiencies in order to complete the project in its original concept. Plan and specification changes shall be prepared by the design engineer.
- vii. Prepare and recommend work change directives and change orders when necessary due to conditions encountered during construction. The Engineer is not authorized to order additional work without the approval of Billings' Task Director. Any work resulting in contract overage will be processed by approved change orders using Billings standard format.

4. Public Involvement Services.

- i. Schedule and hold a neighborhood meeting at the beginning of construction. At a minimum, all affected property owners and businesses shall be invited to attend. Engineer will develop a mailing list to be used for notification.
- ii. Develop an overall public involvement plan to be used during construction. At a minimum, plan will include provisions for providing information to Billings to be included in monthly newsletters; press releases and road closure notifications; weekly updates (figures and narratives) showing updated construction areas and traffic control layouts for Billings to post online (and to email to affected property owners at their request); weekly construction meetings; and Contractor handouts. Plan to approved by Billings prior to implementation. Additional approvals by Billings may be required for release of public involvement plan materials to the public.
- iii. In addition to holding one (1) neighborhood meeting during the design phase of the project, schedule and hold one (1) public meeting during the course of construction, at Billings' request. Meeting times and locations are to be determined by Engineer and approved by Billings. Additional meetings if requested by Billings would be compensated for in accordance with the provisions of this contract.

5. Final Services.

- i. Prepare record drawings (As-Built) and furnish Billings with one (1) paper set for review and comments.

- ii. Following receipt of review comments from Billings, make necessary changes and furnish Billings with two (2) sets of 24"x36" paper, one (1) Portable Document Format (PDF) of 24"x36" size, and one (1) electronic set in AutoCAD (*.dwg) format, of record drawings.
 - a. Record drawings to show offset distances from centerline of rights-of-way to all sanitary sewer mains.
 - b. Locations of sewer services based on measurements from property lines.
 - c. Invert elevations marked for each manhole, structure, and each connection thereto, as well as at the end of each stubbed sanitary sewer line, and stubbed sanitary service line.
 - d. All above elevations shall be referenced to a permanent benchmark elevation – clearly show on the plans.
 - e. Record drawings are due within 60 days of Contractor's final payment and before final payment to the Engineer.
- iii. Provide one (1) bound copy (may include multiple volumes) of a project manual through final completion. At a minimum, the project manual shall include: project specifications and contract documents, pay estimates, correspondence, any change orders, Contractor submittals, test reports, daily inspection reports, public involvement plan and documentation, and other appropriate project records as determined by Billings.
- iv. Schedule and make final inspection with Billings and certify to Billings all construction items were constructed according to plans and specifications and are acceptable to the Engineer.
- v. Schedule and make an inspection with Billings prior to the expiration of construction warranty period and provide a certification of final acceptance. If any problems are found, send a list of deficiencies to Billings and Contractor and continue until acceptable.

Appendix B

Methods and Times of Payment W.O. 14-01--Schedule 2; Sanitary Sewer Main Replacement

Section 1. Payments for Basic Services.

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

Billings shall deduct five percent (5%) from each monthly pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final documents by Billings, and determination that the scope of work has been satisfactorily completed.

- A. For services rendered under Appendix A of this Agreement, the Engineer shall be paid based upon actual time accrued, but not to exceed \$617,728.00 (Six Hundred Seventeen Thousand Seven Hundred Twenty Eight and No/100 Dollars) based on the following tasks:

Task 1	Project Management	\$5,256.00
Task 2	Design Survey	\$80,497.00
Task 3	Geotechnical	\$74,250.00
Task 4	Design	\$191,879.00
Task 5	Construction Administration	\$243,435.00
Task 6	Closeout	\$16,891.00
Task 7	Quality Assurance	\$5,520.00

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

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

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

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer W.O. 14-01--Schedule 2; Sanitary Sewer Replacement

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

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

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Appendix D

Schedule of Professional Fees W.O. 14-01--Schedule 2; Sanitary Sewer Main Replacement

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

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

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

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Appendix E

Project Schedule W.O. 14-01--Schedule 2; Sanitary Sewer Main Replacement

Based on a notice to proceed by Billings date no later than October 16, 2013, the completion date for the Engineer's work through final design shall be:

1. Preliminary Engineering Services (30% Design): December 16, 2013
2. Preliminary Engineering Services (70% Design): January 27, 2014
3. Final Engineering Services (100% Design): March 17, 2014

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

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

Appendix F

**Certificate(s) of Insurance
W.O. 14-01--Schedule 2; Sanitary Sewer Replacement**

Attach Certificate(s) of Insurance

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Regular City Council Meeting

Meeting Date: 10/15/2013

TITLE: WO 14-05; Contract for Professional Engineering Services, South Billings Urban Renewal District Sewer, Phase 1

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The City Council will consider awarding a professional engineering services contract to DOWL HKM in the amount of \$298,800.00 for design, bidding and construction administration services on Phase 1 of the South Billings Urban Renewal District (SBURD) Sewer projects. The Schedule 1 projects include approximately 4,400 linear feet of new sanitary sewer mains in an area bounded north-south by Clevenger Avenue and Morgan Avenue and bounded west-east by Hallowell Lane and Jackson Street.

As much as 7,500 linear feet of sanitary sewer main improvements have been identified in the SBURD. These projects would construct new sanitary sewer mains in areas currently without City sanitary sewer service. The current project would construct the mains and sewer service connections to property line. A separate SID would be created to allow homeowners to spread System Development Fees (SDFs) over time. Additional costs to homeowners not included in the current project or a future SID include the service line construction from property line to the home by a plumber.

DOWL HKM was selected based on City staff review of project proposals submitted by prequalified firms. Other firms considered for the work were Sanderson Stewart and Morrison-Maierle, Inc.

ALTERNATIVES ANALYZED

The Council may:

- Award the engineering contract to DOWL HKM; or
- Do not award the engineering contract to DOWL HKM. If the project is not constructed, TIF District funds targeted for sanitary sewer collection system improvements will not be utilized for that purpose.

FINANCIAL IMPACT

Funding for this SBURD sanitary sewer construction project is from TIF District funds. Funds are sufficient for the engineering design and construction administration portion of the projects which is now under consideration, as well as for the project construction planned for bidding to contractors in March, 2014.

RECOMMENDATION

Staff recommends that Council award a professional engineering services contract for the design and construction administration of Phase 1 of the South Billings Urban Renewal District Sewer project to DOWL HKM in the amount not to exceed \$298,800.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

WO 14-05, SBURD Sewer, Ph 1, DRAFT PES Contract

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Contract for Professional Engineering Services
City of Billings W.O. 14-05
South Billings Urban Renewal District Sewer, Phase 1

In consideration of the mutual promises herein, City of Billings and DOWL HKM agree as follows. This Contract consists of:

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 11 Sections of General Provisions;
- Appendix A consisting of 8 pages (Basic Services of Engineer);
- Appendix B consisting of 1 page (Methods and Times of Payment);
- Appendix C consisting of 1 page (Additional Services of Engineer);
- Appendix D consisting of 3 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 page (Project Schedule);
- Appendix F consisting of 5 pages (Certificate(s) of Insurance)

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

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

Section 2. Scope of Services.

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

- D. The Engineer shall provide as-built drawings as specified hereafter, as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings.
- E. ~~The Engineer shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.~~

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Engineer shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2014.

Section 4. Compensation; Method of Payment.

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

Section 5. Termination of the Engineer's Services.

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

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

Section 6. Duties Upon Termination

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

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

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

Section 7. Insurance.

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

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Section 8. Assignments.

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

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

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

Section 10. Notices.

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

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

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Engineer: DOWL HKM
Wade Irion, PE, Regional Manager
222 North 32nd Street, Suite 700
Billings, Montana 59101 FAX: (406) 656-6398 / PHONE: (406) 656-6399

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Engineer: Wade Irion, PE, Regional Manager
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

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

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

Section 10. Inspection and Retention of Records.

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

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Section 11. Availability of Funds.

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

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

City of Billings

Engineer—DOWL HKM

City Council or Designee

Date: _____

Name: _____

Title: _____

Date: _____

ATTEST:

IRS Tax ID # _____

City Clerk

APPROVED AS TO FORM:

Date: _____

By _____

BRENT BROOKS, City Attorney

STATE OF MONTANA)
 :ss.
COUNTY OF YELLOWSTONE)

On this ____ day of _____, 2013, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of _____, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

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

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

Appendix A

Basic Services of Engineer W.O. 14-05, South Billings Urban Renewal District Sewer, Phase 1

Section 1. Engineer's Rights and Duties.

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

~~J. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the Contractor. A signed Engineer's Payroll Check Sheet (included in the Standard Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.~~

K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Paul Swenson, PE working under the Principal-in-Charge, Ray Armstrong, PE.

Section 2. Billings Rights and Duties.

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

B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Ken Ard, PE working under the City Engineer, Debi Meling, PE.

Section 3. Scope of Work.

SCOPE OF WORK:

See the following pages:

The project consists of design, bidding, and construction phase services for the *City of Billings W.O. 14-05: South Billings Urban Renewal District Sewer, Phase 1* project. The project includes approximately 4,400 LF of new sewer mains in the area bounded by Hollowell Lane, Clevenger Avenue, Jackson Street, and Ryan Avenue, as shown on the attached figure created by the City.

Additional lengths of new pipe are under consideration for inclusion in the project, particularly a 400 LF segment on Morgan Avenue. Any such additional work shall be considered an Additional Service, which shall be added to the project by a Contract amendment.

Professional services generally include design of new sewer mains, design surveys, geotechnical investigations and report preparation, traffic control design, preparation of contract plans and specifications, assistance with competitive bidding, administration of the construction contract, construction oversight, field staking, Quality Assurance testing, and closeout services. Engineer will coordinate work efforts with other related or unrelated improvement projects expected to be completed concurrently in the project areas.

The scope of work covered by this Contract shall include the following tasks:

A. Preliminary Design Phase

1. Assist the City with finalizing sewer main alignments to serve the lots adjacent to the preliminary sewer mains shown on the attached figure. The preliminary alignments selected by the City are the assumed basis of this scope of work. The assessment of alignments will consist primarily of: conducting a field review of the preliminary alignments with City staff to determine accessibility and potential conflicts, reviewing existing data such as connecting sewer depths, current right-of-way widths, and observable or previously documented septic system locations. Final alignment decisions, which best meet the City's project objectives, will be made by the City based on the data collected. Any alignment changes made after field surveying has been completed shall be considered a change in scope that may require a Contract amendment.
2. Conduct field design surveys within the project limits. Data collection shall include establishment of permanent horizontal and vertical control, topographic features, existing utilities, measure-downs, and existing property pins. Utilize the One-Call service to locate and demarcate buried utilities for survey. Field survey data will be used by Engineer to develop preliminary project base mapping.
3. Perform research to verify existing right-of-way locations utilizing platted information, ownership records, and found property pins. Incorporate information into base mapping. Determine locations where additional right-of-way or easements must be secured by the City. This scope of work assumes that additional easement will be required for the approximately 750 LF of sewer west of Hillview Lane, as indicated on the attached figure. Prepare one easement exhibit for this corridor, with an associated legal description for each lot containing a portion of the easement. The easement boundary will be tied to permanent section corner monuments as required. Missing property corners will not be re-established, but approximate easement boundary locations will be temporarily staked at the request of the City or an affected property owner.

4. Perform geotechnical engineering tasks, including field bore hole explorations, groundwater monitoring well installations, shallow asphalt cores, sampling, and laboratory testing to determine appropriate pavement section designs, subgrade treatment, groundwater conditions, utility foundations, and pipe material selections. This scope assumes 10-12 bore holes will be drilled, two of which will be finished with monitoring wells. Perform literature review of documented environmental issues directly adjacent to project areas; no additional drilling, sampling, or testing is included in this environmental review. Prepare a geotechnical report with recommendations to be incorporated into the construction specifications.
5. Collect from City and review available utility as-builts and other information and studies as applicable. Incorporate available information into design drawings and specifications.
6. Design alignments, profiles, and sections for new sewer mains. Confirm appropriate utility sizing within the project limits with City staff and Master Plan document. No system modeling, field flow metering, or other sizing studies are included in this scope. It is assumed that all sewers will be 8-inch diameter.
7. Evaluate project segments for the feasibility of utilizing trenchless utility installation methods. Design trenchless alternatives as applicable.
8. Coordinate with City staff, adjacent property owners, and other private and public stakeholders in the development of utility improvements.
9. Prepare preliminary plans, specifications, and opinion of probable cost using all data gathered.
10. Coordinate the identification and evaluation of potential private utility conflicts, including overhead and underground power, cable TV, natural gas, telephone and communications. Send preliminary construction plans to private utilities for review and comment. Plan and facilitate one utility coordination meeting.
11. Identify locations to perform subsurface potholing at critical utility crossings or conflicts to identify specific utility elevations or locations. Survey the elevations and locations in the field for incorporation into the design, and restore the surfacing. Due to the uncertainty of the amount of potholing that will be required, this scope and the associated professional fee does not include the cost of a vacuum truck via subcontract to perform the potholing, which shall be considered an Extra Service.
12. Create preliminary traffic control plans for project areas. Coordinate with other City construction projects as applicable. Traffic control plans will generally consist of generic "typical" layouts for residential streets and alleys, combined with selected specific layouts for arterial and collector street detours. It is assumed that there will be full street and/or alley closures at the location of every work zone.
13. Identify potential construction staging areas, disruptions to private access and parking, and other site constraints and issues relating to construction. Coordinate zone construction work hours, work sequencing, and other related construction scheduling issues with City. Incorporate appropriate Special Provisions into the project specifications.
14. Attend 30% design review, 70% design review, traffic control design review, and other necessary design review and coordination meetings with City staff.
15. Provide project management and internal quality assurance throughout this phase.

16. Deliverables for this phase include:
 - a. 30% design drawings (base mapping and preliminary plan alignments only); 5 sets; 11"x17" format
 - b. 70% design drawings (complete preliminary plan & profile drawings); 5 sets; 11"x17" format, or full size drawings upon request
 - c. Preliminary specifications; 2 copies
 - d. Preliminary geotechnical report; 2 copies
 - e. Preliminary traffic control plans; 2 copies
 - f. Preliminary opinion of probable cost; email transmission

B. Final Design and Bidding Phase

1. Compile property owner and occupant information for adjacent parcels and create address database. Prepare and send one information mailing to all database entries, which shall include general project information, notification of the public meeting, general construction information, business questionnaires, and notification of the construction informational website and email list. Plan and facilitate one public informational meeting.
2. Prepare final plans and specifications using all input received during preliminary design. Plans and specifications will be prepared in accordance with MPWSS and City of Billings Standard Modifications, latest editions. Stamp and sign all plans and specifications with the seal of a Professional Engineer.
3. Finalize geotechnical report and traffic control plans.
4. Tabulate project quantities and create bid schedule. Finalize the Engineer's opinion of probable cost based on final quantities.
5. Prepare design report for the City, and as required for Montana Department of Environmental Quality approval.
6. Apply for all permits, licenses, and approvals necessary to construct the project, including approvals from the Montana Department of Environmental Quality. The budget includes \$1,600.00 for MDEQ review fees, which based on their current fee schedule. All other permit and licensing fees, if required, will be paid by the City. Construction stormwater permits shall be the responsibility of the construction Contractor and are excluded from this scope; Engineer will only prepare erosion and sedimentation control plans for inclusion in the project specifications.
7. Supply all bidding documents necessary for bidding and construction. Provide bid advertisement text to the City for publication. Schedule and conduct a pre-bid conference, publish meeting minutes, answer bid questions, and prepare any necessary addenda. Conduct a pre-bid field review with bidders as necessary.
8. Attend the bid opening, analyze the bids, prepare and distribute a bid tabulation, and make a construction contract award recommendation.
9. Assist the City in procurement of the final contract agreement, review bonds and insurance provided by the contractor, assemble and distribute conforming copies of contract documents, and issue a notice to proceed for construction.
10. Provide project management and internal quality assurance throughout this phase.
11. Deliverables for this phase include:
 - a. 95% design drawings for final review; 5 sets; 11"x17" format
 - b. 100% design drawings and Project Manual for approval and bidding
 - c. Design report and other MDEQ submittal requirements
 - d. Final geotechnical report

- e. Final opinion of probable cost
- f. Bid advertisement
- g. Pre-bid meeting minutes
- h. Addenda, as required
- i. Bid tabulation
- j. Recommendation of Award letter; Notice of Award
- k. Conforming copies of the construction contract; 6 sets total
- l. Notice to Proceed
- m. Contractor's construction plans and specifications; up to 10 sets; 11"x17" format (2 full-size plan sets upon request)

C. Construction Administration and Services Phase

1. This scope and the associated professional fee assume:
 - a. One construction contract/contractor for this project, with a construction contract duration of 70 days.
 - b. Engineer shall consult with the City and act as representative for the City as defined in the construction contract documents, which will incorporate the MPWSS, and specifically the General Conditions contained therein as modified by the City of Billings Standard Modifications, latest edition.
 - c. The extent and limitation of the duties, responsibilities, and authority of the Engineer will be as assigned in the construction contract documents and shall not be modified, except as Engineer may otherwise agree in writing.
2. Schedule and conduct a pre-construction conference, publish meeting minutes, and answer contractor questions. Conduct a pre-construction field review with contractors as necessary.
3. Take pre-construction photos and videos of the project areas.
4. Provide full-time construction observation utilizing Resident Project Representatives (RPR) to assist Engineer in observing progress, quality of work, and conformance to the contract documents and other applicable codes and standards. Up to two full-time RPRs (one per contractor work crew) will be provided for the duration of the construction contract as necessary. Inspection activities shall include review of all major work items, including traffic control set-ups and sediment and erosion control plans. RPRs will prepare daily inspection reports, daily quantity summaries, weekly progress reports, weekly workforce and equipment reports, and other reports as required. RPR responsibilities are further defined in the General Conditions contained in the City of Billings Standard Modifications, latest edition.
5. Develop and implement a quality assurance testing plan for materials testing in accordance with the City of Billings Standard Modifications, latest edition. Conduct a pre-construction testing meeting with RPRs, field testing personnel, and lab manager to coordinate testing requirements. Provide qualified personnel, equipment, and supplies for field testing of materials throughout construction.
6. Monitor and collect results from contractor's separate quality control materials testing program.
7. Provide personnel, equipment, and supplies for field staking of principal elements of the construction layout to give the contractor measurements, lines, locations, and grade necessary for construction. The contractor will be responsible for any detailed layouts, such as laser and/or other line and grade establishment techniques for laying sewer lines between Engineer's staking intervals.

8. Review contractor's submittals, such as shop drawings, samples, equipment, mix designs, aggregates, and other data, for conformance to the contract documents. This review does not include review of any dewatering plans and shall not extend to contractor's means, methods, techniques, sequences, procedures, or safety programs.
9. Attend and conduct a weekly construction meeting with the City and contractor. Allow up to 2 hours per week for the weekly construction meeting and any related follow-up activities.
10. Respond to contractor requests for information. Issue necessary clarifications and interpretations of the contract documents. Notify the City immediately of any contract problems or deviations from the approved contract documents. Issue notices as required by the construction contract. Recommend and prepare Work Change Directives and Change Orders for the City as necessary. Change Orders that require additional design or construction services by Engineer will be considered Additional Services and compensated in accordance with the provisions of this Contract.
11. Receive, review, and transmit to City all contractor requests for City staff involvement and approvals, such as traffic control reviews, valve operation requests, etc. Assure required advance notice requirements are being met by contractor for all requests to the City for reviews, inspections, operations, and testing.
12. Prepare weekly website and email informational update content, including current project maps and work descriptions. The City will host and maintain the website, with content provided by the Engineer. The Engineer will collect email addresses from mailing and meeting responses, and disseminate the same content to the email list.
13. Make visits to the site at intervals appropriate to various stages of construction to observe, as an experienced and qualified design professional, the progress of the contractor's work. Visits by the Engineer shall be limited to spot checking and similar methods of general observation of the work as assisted by the RPR.
14. Review and recommend monthly contractor payment requests.
15. Conduct substantial completion and final inspections with City and contractor. Prepare and monitor punchlist items required for completion of the work by contractor.
16. Maintain documentation of all field installations, including the location of all underground utilities encountered during construction, for assistance with preparation of project record drawings. Prepare record drawings by incorporating all field modifications to the construction drawings. Allow review by City of record drawings prior to issuing final record drawings. Record drawings will include, at a minimum:
 - a. Offset distances measured from the right-of-way to all public sanitary sewer mains.
 - b. Invert elevations marked for each manhole, structure, and each connection thereto, as well as the end of each stubbed main or service line.
 - c. Locations of sewer services based on measurements from property lines.
 - d. Permanent bench marks shown.
17. Conduct a one-year anniversary inspection of the project. Identify deficiencies and warranty items requiring correction, and provide notification to contractor.
18. Provide project management and internal quality assurance throughout this phase.
19. Deliverables for this phase include:

- a. Pre-construction meeting minutes
- b. Pre-construction photos
- c. Contractor submittals; one copy to City
- d. Weekly RPR inspection reports, upon request
- e. Monthly quality assurance materials testing reports and charts
- f. Miscellaneous construction forms, as required
- g. Review set of record drawings; 2 copies; 11"x17" format
- h. Final record drawings, consisting of two (2) sets of as-built drawings on full size paper and in digital format, in accordance with Part I, Section 2, Article D of this Contract, and as required by Montana Department of Environmental Quality

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Appendix B

Methods and Times of Payment W.O. 14-05, South Billings Urban Renewal District Sewer, Phase 1

Section 1. Payments for Basic Services.

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

Billings shall deduct five percent (5%) from each monthly pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final documents by Billings, and determination that the scope of work has been satisfactorily completed.

- A. For services rendered under Appendix A of this Agreement, the Engineer shall be paid based upon actual time accrued, but not to exceed Two Hundred Ninety Eight Thousand Eight Hundred dollars and no/100 (\$298,800.00) based on the following tasks:

Task 1	Preliminary Design Phase	\$88,200.00
Task 2	Final Design and Bidding Phase	\$43,400.00
Task 3	Construction Administration and Services Phase	\$167,200.00

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

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

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

Section 3. Corrections.

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

Section 4. Fee Increases

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

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Appendix C

Additional Services of Engineer W.O. 14-05, South Billings Urban Renewal District Sewer, Phase 1

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

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

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Appendix D

Schedule of Professional Fees W.O. 14-05, South Billings Urban Renewal District Sewer, Phase 1

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

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

Rate changes may be made to the fee schedule by the Engineer to reflect increased salaries and other business costs. Engineer shall submit a revised rate schedule at the time of the change if requested by the Owner. Rate schedule changes made by the Engineer during the term of this Contract shall not alter the maximum project professional fee set forth in the Contract. Changes that alter the maximum project professional fee are covered in Appendix B.

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



MONTANA FEE SCHEDULE

Personnel Billing Rates

Senior Manager	\$180.00
Engineer VI	\$155.00
Engineer V	\$145.00
Engineer IV	\$120.00
Engineer III	\$105.00
Engineer II	\$85.00
Engineer I	\$75.00
Engineering Technician IV*	\$100.00
Engineering Technician III *	\$85.00
Engineering Technician II *	\$75.00
Engineering Technician I *	\$55.00
Planner II*	\$85.00
Environmental Specialist II	\$85.00
Geologist II	\$105.00
Laboratory Manager	\$95.00
Laboratory Technician *	\$60.00
Laboratory Technician – Supervisor *	\$65.00
Inspector *	\$90.00
Survey Manager	\$125.00
Professional Land Surveyor *	\$105.00
Project Surveyor*	\$90.00
Crew Chief *	\$75.00
Survey Technician *	\$60.00
Accounting Technician *	\$70.00
Marketing Assistant *	\$70.00
Administrative Assistant *	\$55.00

**Subject to overtime at 1.5 times above rates.*

Equipment, Materials, & Supplies

ATVs/Trailer	=	\$150.00/day		
Boat/Trailer	=	\$150.00/day		
		<u>DAY</u>	<u>WEEK</u>	<u>MONTH</u>
2 GPS Receivers (Survey Quality)		\$425.00	\$1,600.00	\$4,320.00
Single/Each Additional Receiver		\$250.00	\$800.00	\$2,700.00

Travel, Mileage, & Miscellaneous

Per diem will be billed after 6 hours in the field and when more than 50 miles from the office at ¼ rate for every 6 hours or portion of a quarter day greater than 3 hours. For the day of departure, the day begins at time of departure. For the day of return, the day ends when employee arrives at authorized point of destination (office, home, etc.).

Per diem (per person, per day Montana)	=	\$51.00/day
Lodging	=	cost per night
Airfare	=	cost

Vehicle Usage – Automobiles	=	0.75/mile
Vehicle Usage – Pickups, Suburban	=	1.00/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 2
Specialized Software/Hardware	=	Note 3
Subcontractors	=	Cost + 10%
Laboratory Analysis	=	Cost + 10%
Other/Miscellaneous	=	Cost + 10%

Notes

1. DOWL HKM's Professional Fee Services Fee Schedule is subject to adjustment each year (May 1st) or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Customer and DOWL HKM.
2. Costs included in overhead rates for reasonable requests. Requests beyond those considered reasonable by the project manager billed at Cost + Agreed Upon Mark-up.
3. Specialized computer software or hardware necessary for a unique application for will be billed at a negotiated rate or unit cost.

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Appendix E

Project Schedule W.O. 14-05, South Billings Urban Renewal District Sewer, Phase 1

Based on a notice to proceed by Billings date no later than October 16, 2013, the completion date for the Engineer's work through final design shall be:

- A. Preliminary Engineering Services (30% Design): December 13, 2013
- B. Preliminary Engineering Services (70% Design): January 17, 2014
- C. Final Engineering Services (100% Design): February 28, 2014

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

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

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Appendix F

**Certificate(s) of Insurance
W.O. 14-05, South Billings Urban Renewal District Sewer, Phase 1**

Attach Certificate(s) of Insurance

Regular City Council Meeting

Meeting Date: 10/15/2013

TITLE: Coffee Shop Agreement for Billings Public Library

PRESENTED BY: Bill Cochran,

Department: Library

Information

PROBLEM/ISSUE STATEMENT

During the visioning process for the new Library, community members expressed a strong desire to be able to get a beverage and a snack in the building, while enjoying a book or chatting with a companion. A coffee shop space was designed into the new building and is centrally located within the facility. The coffee shop is to be operated as a concession within the Library.

An RFP was advertised in the Billings Times on August 29 and September 5, 2013, as well as on the City's website. One proposal was received. City staff reviewed the proposals on September 25, 2013. The proposal from Sweet Cafe was reviewed by the committee and found to be responsive.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the Library Coffee Shop Agreement with Sweet Cafe in the amount of \$350/month rent; or
- Not approve the agreement and reject all proposals, which would result in a coffee shop not being available at the time of the new Library's opening.

FINANCIAL IMPACT

The amount of this lease would be added to the Library's revenue.

RECOMMENDATION

Staff recommends the City Council approve the Library Coffee Shop Agreement with Sweet Cafe in the amount of \$350/month rent.

APPROVED BY CITY ADMINISTRATOR

Attachments

No file(s) attached.

Regular City Council Meeting

Meeting Date: 10/15/2013

TITLE: Development Agreement with TNC Development, LLC

PRESENTED BY: David Mumford,

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

City Council approved the annexation of Lot 5, Block 2, Titan Subdivision at 5530 Interstate Avenue at the May 28, 2013, council meeting. As a condition of approval of the annexation, the developer of the property was to enter into a development agreement with the City of Billings outlining necessary public improvements, which in this case include streets, storm sewer and sanitary sewer. TNC Development, LLC has submitted the attached Development Agreement, and the Council will consider whether to approve the agreement.

ALTERNATIVES ANALYZED

The Council may:

- Approve the development agreement with TNC Development, LLC; or
- Do not approve the development agreement.

FINANCIAL IMPACT

There is no financial impact to the City with acceptance of this development agreement.

RECOMMENDATION

Staff recommends that Council approve the development agreement with TNC Development, LLC.

APPROVED BY CITY ADMINISTRATOR

Attachments

Development Agreement

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

DEVELOPMENT AGREEMENT

5530 INTERSTATE AVENUE AMUSEMENT SERVICES

THIS DEVELOPMENT AGREEMENT is made and entered into this th 15 day of July, 2013, by and between **TNC DEVELOPMENT, LLC**, 5530 Interstate Avenue, Billings, MT 59101, hereinafter referred to as "Owner" and **THE CITY OF BILLINGS**, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the Owner is the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

Lot 5, Block 2, Titan Subdivision, situated in the Southeast ¼ of Section 18, T-1S, R-26E, M.P.M., Yellowstone County, Montana.

Amusement Services, 5530 Interstate Avenue; and

WHEREAS, the Owner has not installed all of the necessary public improvements required for development of above described property, and,

WHEREAS, the City wants to insure that these improvements are installed in the future, and,

WHEREAS, the City and the Owner agree that a Development Agreement is desirable to define what public improvements are required as part of the development.

NOW, THEREFORE, the undersigned agree as follows:

- I. Street Widening. Owner will construct the widening of Mullowney Lane along the east property frontage to a 44-foot back-to-back urban street standard with curb and gutter, sidewalk and accessibility ramps at the southwest corner of Mullowney Lane and Interstate Avenue.
- II. Storm Drain. Owner will install one curb inlet along Mullowney Lane to be tied to an existing storm drain manhole in Frontier Drive.
- III. Sanitary Sewer. Owner will share the cost with the owner of Lot 1, Block 3, Titan Subdivision of to extend the eight-inch (8") public sanitary sewer main located in Frontier Drive. The main will extend through the intersection of Mullowney Lane and terminate in Interstate Avenue.
- IV. Other Public Improvements. No specific time schedule is contemplated for construction of other public improvements serving the property. The City shall rely on the attached Waiver filed concurrently herewith, to insure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, street construction and paving, curb and gutter, sidewalks, driveways, storm drainage, and street lighting.
- V. Compliance. The parties to this development agreement by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement. This agreement is independent from all other agreements and does not supersede or nullify any previous agreements, requirements or obligations. The provisions of any other written agreement between the parties remain in full force and effect, unless specifically modified herein.
- VI. Runs with Land. The covenants, agreements and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties and shall run with the land.
- VII. Attorney's Fees. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs, including of in-house counsel.
- VIII. Amendments and Modifications. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.



This Agreement is hereby approved and accepted by the City of Billings, this ____ day of _____, 2013.

“CITY”
THE CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

Approved as to Form _____
City Attorney

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 2013, before me, a Notary Public for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Attorney, respectively of the City of Billings, Montana, whose names are subscribed to in the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

Notary Public for the State of Montana

Printed Name: _____
Residing at Billings, Yellowstone County, MT

My commission expires _____

Regular City Council Meeting

Meeting Date: 10/15/2013

TITLE: W.O. 09-12 Inner Belt Loop Contract Amendment No. 2

PRESENTED BY: David Mumford,

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Staff is requesting that the City Council consider authorizing and executing Contract Amendment No. 2 for Professional Services with Sanderson Stewart Engineering to provide construction staking and engineering support services for W.O. 09-12 Inner Belt Loop Phase I.

The original contract scope was for design and bidding services, but did not include construction staking or engineering support services during construction. Contract Amendment #1 was to modify the design to accommodate the phased approach to the project.

ALTERNATIVES ANALYZED

The Council may:

- Authorize Contract Amendment No. 2 with Sanderson Stewart Engineering in the amount of \$62,000.00; or
- Do not authorize the Contract Amendment No. 2. If Council does not authorize Contract Amendment No. 2, the Contractor will need to perform construction staking, which will result in a change order under the construction contract.

FINANCIAL IMPACT

Funds for Contract Amendment No. 2 are available from Arterial Fee Funds budgeted in FY14. If approved, the Professional Services Contract with Sanderson Stewart will total \$865,100.00.

RECOMMENDATION

Staff recommends that Council authorize Contract Amendment No. 2 with Sanderson Stewart in the amount of \$62,000.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

Contract Amendment No. 2

AMENDMENT NO. 2
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
W.O. 09-12
INNER BELT LOOP

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

Sanderson Stewart.
1300 North Transtech Way
Billings, Montana 59102
Hereinafter designated the Contractor

WITNESSETH:

WHEREAS, the City and Contractor have entered into a contract dated July 13, 2009, for Contractor to provide engineering services to the City for Work Order 09-12 Inner Belt Loop, 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:

Part I, Section 3. Time for Performance, paragraph C. is amended as follows:

This Contract shall terminate at midnight on December 31, 2014.

Appendix A – Basic Services of Engineer, Section 3 Scope of Work is amended as follows:

Delete the Paragraph under the heading which reads, “Construction Administration and Staking Services” in Section 3 and add the following:

1. Construction Administrative Consulting Services

- As the Engineer of Record, Sanderson Stewart will assist the City staff with the construction administrative tasks associated with the project as requested by the Project Manager for the City of Billings. The tasks will include technical consultation, assistance with the preparation of change order documents and assistance with the review of shop drawings.
- The Project Manager for Sanderson Stewart will attend the Pre-Construction Conference
- The Project Manager for Sanderson Stewart will be available to attend project meetings when requested by the Project Manager for the City of Billings.

2. Construction Staking Services

- Provide coordination and management of construction staking crews and activities. This work to be performed by a registered Professional Land Surveyor licensed in the State of Montana.
- Prepare staking data in the office to be used in the field by the Construction Surveyor Crew(s).
- Provide Construction Survey stakes in the field for use by the Contractor to include grading and demolition limits, utility and storm drainage, subgrade and slope staking, bluetops, Alkali Creek Bridge staking, signs, striping and street lights.

Appendix B – Methods and Times of Payment, Section 1.A.

Payment for the **Construction Administrative Consulting Services** identified in this amendment shall be made on a Time and Materials Basis with a not to exceed amount of **\$12,000**, which is based on an approximate 20 week construction period with an anticipated time commitment for the Sanderson

Stewart Project Engineer estimated at 4 hours per week. If the City of Billings requests services beyond the assumed time commitment stated above, an increase in fee will be negotiated and the contract will be amended accordingly.

Payment for the **Construction Staking Services** identified in this amendment shall be made on a Time and Materials Basis with a not to exceed amount of **\$50,000**.

The combined total for this amendment is **\$62,000**. Payment for the tasks in the original contract (Appendix B) shall remain the same in the amount of \$782,800. Payment for the tasks identified in the Contract Amendment 1 shall remain the same in the amount of \$20,300. The total contract amount including this amendment is **\$865,100.00**.

Appendix E – Project Schedule is amended as follows:

The work identified in this amendment shall be completed as follows:

Construction Administrative Services	To coincide with the Construction Schedule of 120 Calendar days in the Fall of the 2013 Season and Spring of the 2014 Season
Construction Staking Services	To coincide with the Construction Schedule of 120 Calendar days in the Fall of the 2013 Season and Spring of the 2014 Season

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

CONSULTANT

NAME: Sanderson Stewart

BY: _____

TITLE: _____

DATE: _____

CITY OF BILLINGS, MONTANA

BY: _____
Mayor

DATE: _____

Regular City Council Meeting

Meeting Date: 10/15/2013

TITLE: W.O. 10-08 Water Treatment Plant Clearwell Baffle Project Contract Amendment No. 4

PRESENTED BY: David Mumford,

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Staff is requesting that the City Council consider authorizing and executing a Contract Amendment for Professional Services with Morrison-Maierle for construction administration services for W.O. 10-08 Water Treatment Plant Clearwell Baffle Project. The original construction contract duration for coating the tank and installing the baffles for Clearwell No. 1 was 75 calendar days. Due to the replacement of the roof, an additional 105 calendar days were added to the contract. Morrison-Maierle's contract for the design and construction administration services does not account for the additional inspection time required for the increased duration of the construction contract.

ALTERNATIVES ANALYZED

Council may:

- Approve Contract Amendment No. 4 with Morrison-Maierle for additional construction administration services in the amount of \$11,619.00; or
- Do not approve Contract Amendment No. 4 with Morrison-Maierle. If the Contract Amendment is not approved Morrison-Maierle will not get paid for additional construction administration performed due to unforeseen changes and delays which increased the duration of the construction process.

FINANCIAL IMPACT

Funds for Contract Amendment No. 4 are available from FY14 Water Revenues. If approved, the Professional Services Contract with Morrison-Maierle will total \$176,544.00

RECOMMENDATION

Staff recommends that Council authorize the Mayor to sign Contract Amendment No. 4 with Morrison-Maierle in the amount of \$11,619.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

Contract Amendment No. 4

AMENDMENT NO. 4
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
W.O. 10-08
WATER TREATMENT PLANT CLEARWELL CT IMPROVEMENTS

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 North 25th, Suite 102
Billings, Montana 59102
Hereinafter designated the Contractor

WITNESSETH:

WHEREAS, the City and Contractor have entered into a contract dated March 8, 2010, for Contractor to provide engineering services to the City for Work Order 10-08 Water Treatment Plant Clearwell CT Improvements, 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 3.1.1 is amended as follows:

Add the following work item to the end of D. Construction Services:

- iii. Increase the estimated hours to complete this task to by 120 hours.

Appendix B, Section 1.A is amended as follows:

Increase the not to exceed cost by \$11,619.00.

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: _____

Mayor

DATE: _____

Regular City Council Meeting

Meeting Date: 10/15/2013

TITLE: W.O. 12-43 Water Treatment Plant Backup Power Phase III, Contract Amendment No. 2

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Staff is requesting that the City Council consider authorizing and executing a Contract Amendment for Professional Services with HDR Engineering to provide design and construction administration services for W.O. 12-43 Water Treatment Plant (WTP) Backup Power Phase III. The purpose of this project is to provide backup power and electrical upgrades to the Voelker, Willett, Chapple, Staples, and Leavens Pump Stations in the City's water distribution system.

This Contract Amendment adds work that will provide space in the new motor control center (MCC) for a future blower feed, upsize the automatic transfer switch (ATS) to match the capacity of the new MCC, provide programming changes for the new backup power system, and reroute existing control circuits still in use to the new programmable logic control (PLC) cabinet.

ALTERNATIVES ANALYZED

The Council may:

- Authorize Contract Amendment No. 2 with HDR Engineering in the amount of \$18,300.00; or
- Do not authorize the Contract Amendment No. 2.

FINANCIAL IMPACT

Funds for Contract Amendment No. 2 are available from Water Funds budgeted in FY14. If approved, the Professional Services Contract with HDR Engineering will total \$154,000.00.

RECOMMENDATION

Staff recommends that Council authorize Contract Amendment No. 2 with HDR Engineering in the amount of \$18,300.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

Contract Amendment No. 2

AMENDMENT NO. 2
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
W.O. 12-43
WTP BACKUP POWER PHASE III

THIS AGREEMENT, made and entered into on December 17, 2012, by and between the following:

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

and

HDR Engineering, Inc.
2913 Millenium Circle
Billings, Montana 59102
Hereinafter designated the Contractor

WITNESSETH:

WHEREAS, the City and Contractor have entered into a contract dated December 17, 2012, for Contractor to provide engineering services to the City for Work Order 12-43 WTP Backup Power Phase III, 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:

Part I, Section 4. is amended as follows:

Increase the amount of compensation by Eighteen Thousand Three Hundred and no/100 DOLLARS (\$18,300.00) to One Hundred Fifty Four Thousand and no/100 DOLLARS (\$154,000.00).

Appendix A, Section 3. Add the following to the Scope of Work, Chapple Pump Station Electrical Upgrades:

- Modify existing backup power operation so that automatic transfer switch (ATS) provides power to entire motor control center (MCC).
- Provide new service from utility transformer to new MCC. Work with City to coordinate new utility transformer with Northwestern Energy.
- Remove all ancillary components associated with existing backup power system from existing ATS to existing MCC.
- Upsize ATS to match capacity of MCC
- Provide programming changes for new backup power system
- Remove all controls in original station control panel. Use original control panel as pull box and terminate strip location. Extend control circuits still in use from Control panel section to PLC control cabinet.
- Provide space in new MCC for a future blower feed. Blower size and specifics to be provided by City.

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: _____
Mayor

DATE: _____

Regular City Council Meeting

Meeting Date: 10/15/2013
TITLE: Purchase Seven (7) Police Vehicles
PRESENTED BY: Rich St. John, Police Chief
Department: Police

Information

PROBLEM/ISSUE STATEMENT

The Police Department has seven (7) patrol vehicles to replace in the FY14 Equipment Replacement Plan (ERP). The State of Montana conducts an annual competitive bidding process for law enforcement vehicles. Local government agencies are allowed to use the same vendor that the State chooses. Bison Ford Motor Company, Great Falls, Montana, was selected as the vendor to provide the State of Montana with Ford Sedan Police Interceptors patrol vehicles in 2013. Local car dealers cannot compete on price due to the volume purchased through the State contract. Therefore, staff is requesting that the City Council approve purchasing 7 patrol vehicles from Bison Ford Motor Company of Great Falls for the price of \$27,206.24 each, or a total cost of \$190,443.68.

ALTERNATIVES ANALYZED

The City Council may:

- Approve purchase of the 7 patrol vehicles from Bison Ford, or
- Not approve the purchase of the 7 patrol vehicles. Present patrol units will be retained and operated beyond their recommended replacement life, which will result in more down-time and higher repair costs.

FINANCIAL IMPACT

The 7 replacement patrol vehicles are budgeted in the 2014 Equipment Replacement Fund budget.

RECOMMENDATION

Staff recommends that the City Council approve purchasing 7 patrol vehicles from Bison Ford Motor Company of Great Falls for the price of \$27,206.24 each, or a total cost of \$190,443.68.

APPROVED BY CITY ADMINISTRATOR

Attachments

- Bid Tab Results
 - Quote
-

2013 Fall Pursuit Vehicle Bid

VENDORS	Ronan Dodge	Billion Dodge Chrysler Jeep	Bison Motor Company
LINE NO. 1			Awarded
BID	No Bid	No Bid	\$30,562.22
MFG/MDL			Ford Interceptor
PURCHASE ORDER #			
Exceptions			Full carpet flooring
VENDORS	Ronan Dodge	Billion Dodge Chrysler Jeep	Bison Motor Company
LINE NO. 2	Awarded		
BID	\$27,165.00	No Bid	No Bid
MFG/MDL	2013 Charger RWD		
PURCHASE ORDER #			
Exceptions	Not equipped with Reverse Sensing System		
VENDORS	Ronan Dodge	Billion Dodge Chrysler Jeep	Bison Motor Company
LINE NO. 3			Awarded
BID	\$33,147.00	No Bid	\$30,065.08
MFG/MDL	2013 Chevy Tahoe Pursuit Special Services Vehicle		Ford Interceptor SUV
PURCHASE ORDER #			
Exceptions	Not equipped with Bluetooth or Reverse Sensing System		Full carpet flooring-available with only all carpet or all rubber. Does not meet - 4WD Requested not AWD. Must be able to shift into Hi/Lo
VENDORS	Ronan Dodge	Billion Dodge Chrysler Jeep	Bison Motor Company
LINE NO. 4			
BID	\$34,738.00	No Bid	\$31,202.56
MFG/MDL	2013 Chevy Tahoe Pursuit Special Services Vehicle		2013 Ford Utility Police Interceptor
PURCHASE ORDER #			
Exceptions	Cannot supply front/rear wiring harness; Bluetooth and Reverse Sensing System Not Available		
VENDORS	Ronan Dodge	Billion Dodge Chrysler Jeep	
LINE NO. 5	Awarded		
BID	\$30,950.00	\$29,937.00	No Bid
MFG/MDL	2013 Charger Police RWD	Dodge Charger	
PURCHASE ORDER #			
Exceptions	To replace key to vehicle, it must be programmed by a dealer	Setina panel installed; reseeded panel between front and rear seats; Setina manufacturing; parts & labor installed; parts-\$947 Labor-\$170; freight for 49 Setina divider panels \$1,374 - Did not meet -Actual Bid price = \$32,428.00	
VENDORS			CANCELLED LINE
LINE NO. 6			
BID	No Bid	No Bid	\$29,820.24
MFG/MDL			2013 Ford Utility Police Interceptor
PURCHASE ORDER #			
Exceptions			Remote vehicle start system & leather package with heated front seats-dealer installed

Karl Tyler Chevrolet	Duvall Ford
No Bid	\$30,985.74
	2013 Ford Sedan Police Interceptor
	Ecoboost 365; Base engine 288hp
Karl Tyler Chevrolet	Duvall Ford
\$28,872.95	No Bid
2013 Chevy Caprice Police Patrol Vehicle 4dr Sedan	
Bluetooth aftermarket only-not included; block heater not available; 600 cold cranking AMPS not 720; no column shifter; Setina 10RP	
Karl Tyler Chevrolet	Duvall Ford
Awarded	
\$31,266.59	\$30,158.50
2013 Chevy Tahoe 4WD	2013 Ford Utility Police Interceptor
Exception of hands-free communication	Setina-dealer installed - Does not meet - 4WD requested not AWD - Must be able to shift into HI/Lo
Karl Tyler Chevrolet	Duvall Ford
	Awarded
\$32,170.34	\$30,269.50
2013 Chevy Tahoe 4WD	2013 Ford Utility Police Interceptor
4x4-auto 4x4 but not full-time AWD; Bluetooth not available from factory	
Karl Tyler Chevrolet	Duvall Ford
\$29,699.39	No Bid
2013 Chevy Caprice Police Patrol Vehicle 4dr Sedan	
No column shift; 600 cold cranking AMPS not 720; no block heater - Did not meet.	
	Duvall Ford
No bid	No Bid



500 10th Avenue South
Great Falls, MT 59405
406-727-2552 • Fax: 406-731-5163
www.bisonford.com

PRE-INVOICE

September 19, 2013

PO#

Invoice #

To: **City of Billings**
Address: **PO Box 1178**
Address: **Billings, MT 59103**

Attn: **Larry Deschene**

Item #	ITEM	VIN #	RECEIVED	BID PRICE
1	2014 Interceptor	TBD	TBD	\$27,206.24
1	2014 Interceptor	TBD	TBD	\$27,206.24
1	2014 Interceptor	TBD	TBD	\$27,206.24
1	2014 Interceptor	TBD	TBD	\$27,206.24
1	2014 Interceptor	TBD	TBD	\$27,206.24
1	2014 Interceptor	TBD	TBD	\$27,206.24
1	2014 Interceptor	TBD	TBD	\$27,206.24
Amount Due:				\$190,443.68

Thank you for your business!

Please Remit to: Bison Ford
500 10th Ave. S.
Great Falls, MT 59405

17-8-242. Interest assessed on amounts due. (1) Except as provided in 17-8-244, a state agency shall pay simple interest at the rate of 0.05% each day on amounts due for supplies and services received if the agency fails to make timely payment. (2) For purposes of this section, payment is timely if a warrant is mailed or is otherwise made available to the payee when due and for the amount specified in the applicable contract or agreement. If no date is specified in the applicable contract or agreement, payment is timely if paid within 30 days after receipt of a properly completed invoice, addressed to the payer agency, or receipt of the supplies or services by the agency, which ever is later.

Prepared For:
Larry Deschene
City of Billings
4848 Midland Rd
Billings, Montana, 59101

Prepared By:
Kirk Fried
Bison Ford
500 10th Ave S
Great Falls, Montana, 59405
Phone: (406) 727-2552
Toll Free: (800) 327-3673

6400-21650-409440



Vehicle Profile

2014 Ford Sedan Police Interceptor

AWD Base (P2M)

Powertrain

3.7L V-6 DOHC SMPI 24 valve engine with variable valve control * 220 amp HD alternator * 750 amp 78 amp hours (Ah) HD battery * Engine block heater, engine oil cooler, HD radiator, transmission oil cooler * 6-speed electronic automatic transmission with overdrive, lock-up * Automatic full-time all-wheel drive with permanent locking hubs * ABS & driveline traction control * 3.39 axle ratio * Dual stainless steel exhaust

Steering and Suspension

Electric power-assist rack and pinion steering * 4-wheel disc brakes with front vented discs * AdvanceTrac electronic stability * Independent front suspension * Front strut suspension * Front anti-roll bar * Front coil springs * Gas-pressurized front shocks * Rear independent suspension * Rear multi-link suspension * Rear anti-roll bar * Rear coil springs * Gas-pressurized rear shocks * Front and rear 18.0" x 8.00" black steel wheels with hub covers * P245/55VR18.0 BSW AS front and rear tires * Inside under cargo mounted full-size steel spare wheel

Safety

4-wheel anti-lock braking system * Center high mounted stop light * Dual airbags, seat mounted driver and passenger side-impact airbags, Safety Canopy System curtain 1st and 2nd row overhead airbags, airbag occupancy sensor * Front height adjustable seatbelts with front pre-tensioners

Comfort and Convenience

Air conditioning, air filter, underseat ducts * AM/FM stereo, clock, seek-scan, in-dash mounted single CD, MP3 decoder, SYNC external memory control, 4 speakers, voice activation, speed sensitive volume, Bluetooth wireless streaming, integrated roof antenna, radio steering wheel controls * 2 1st row LCD monitors * Cruise control with steering wheel controls * Power door locks with 2 stage unlock, power remote trunk/hatch/door release, child safety rear door locks * 2 12V DC power outlets, driver foot rest, retained accessory power, power adjustable pedals, Bluetooth wireless phone connectivity * Analog instrumentation display includes tachometer, engine temperature gauge, engine hour meter, systems monitor, redundant digital speedometer, trip computer, trip odometer, rear parking sensors * Warning indicators include oil pressure, battery, lights on, key, low fuel, low washer fluid, door ajar, trunk/liftgate ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt and telescopic adjustment * Power front and rear windows with light tint, driver 1-touch down * Variable intermittent front windshield wipers, sun visor strip, rear window defroster * Dual vanity mirrors * Auto-dimming day-night rearview mirror * Interior lights include dome light with fade, front reading lights * Mini overhead console with storage, locking glove box, driver and passenger door bins * Carpeted cargo floor, carpeted trunk lid/rear cargo door, cargo light

Seating and Interior

Seating capacity of 5 * Bucket front seats with adjustable head restraints * 8-way adjustable (6-way power) driver seat includes lumbar support * 4-way adjustable passenger seat * 60-40 folding rear bench seat with fold forward seatback * Cloth faced front seats with vinyl back material * Vinyl faced rear seats with carpet back material * Full cloth headliner, full vinyl/rubber floor covering, urethane gear shift knob, chrome interior accents

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209419 7/9/2013

Vehicle Profile Continued

Prepared For: Larry Deschene
Prepared By: Kirk Fried
Dealership: Bison Ford

Exterior Features

1 skid plate, side impact beams, fully galvanized steel body material * Black side window moldings, black front windshield molding * Black door handles * Black grille * 4 doors * Driver and passenger power remote black convex spotter folding outside mirrors * Front and rear body-colored bumpers, rear black rub strip/fascia accent * Projector beam halogen fully automatic headlamps with delay-off feature * Clearcoat monotone paint * Police/fire

Warranty

Basic 36 month/36,000 miles Powertrain 60 month/100,000 miles
Corrosion Perforation 60 month/unlimited mileage Roadside Assistance 60 month/60,000 miles

Dimensions and Capacities

Output	305 hp @ 6,500 rpm	Torque	279 lb.-ft. @ 4,000 rpm
1st gear ratio	4.484	2nd gear ratio	2.872
3rd gear ratio	1.842	4th gear ratio	1.414
5th gear ratio	1.000	6th gear ratio	0.742
Reverse gear ratio	2.882	City/hwy	18 mpg/25 mpg
Curb weight	4,310 lbs.	Front legroom	41.9 "
Rear legroom	39.9 "	Front headroom	39.0 "
Rear headroom	36.7 "	Front hiproom	56.3 "
Rear hiproom	55.9 "	Front shoulder room	57.9 "
Rear shoulder room	56.9 "	Passenger area volume	102.9 cu.ft.
Length	202.9 "	Body width	76.2 "
Body height	61.3 "	Wheelbase	112.9 "
Front tread	65.3 "	Rear tread	65.5 "
Turning radius	19.8'	Fuel tank	19.0 gal.
Interior cargo volume	16.6 cu.ft.	Interior maximum cargo volume	16.6 cu.ft.

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209419 7/9/2013

Prepared For:
 Larry Deschene
 City of Billings
 4848 Midland Rd
 Billings, Montana, 59101

Prepared By:
 Kirk Fried
 Bison Ford
 500 10th Ave S
 Great Falls, Montana, 59405
 Phone: (406) 727-2552
 Toll Free: (800) 327-3673



Selected Options

2014 Ford Sedan Police Interceptor

AWD Base (P2M)

Vehicle Snapshot	Engine: 3.7L Ti-VCT V6 (FFV) Transmission: 6-Speed Automatic Rear Axle Ratio: 0.00 GVWR:
-------------------------	---

Description	MSRP
Base Vehicle Price (P2M)	28,605.00
Packages	
Preferred Equipment Package 500A	N/C
<i>(44J) Transmission: 6-Speed Automatic : Exclusively police calibrated for maximum acceleration and faster closing speed.; (STDTR) Tires: P245/55R18 AS BSW : Includes full size spare tire with TPMS.; (STDWL) Wheels: 18" x 8" Steel w/Hub Cover : 5-spoke painted black. Includes hub cover and full-size spare wheel.; (R) Heavy-Duty Cloth Front Bucket Seats/Vinyl Rear : Includes 6-way power driver with manual recline and lumbar, passenger 2-way manual with recline and built-in steel intrusion plates in both front seatbacks.; (STDRD) Radio: AM/FM/CD/MP3 Capable : Includes clock, 4 speakers and 4.2" color center stack smart display.</i>	
Powertrain	
Engine: 3.7L Ti-VCT V6 (FFV)	N/C
<i>Flex fuel is not available in states with California emissions standards: CA, CT, DE, MA, MD, ME, NJ, NY, OR, PA, RI, VT and WA. Torque: 279 ft.lbs. @ 4000 rpm.</i>	
Transmission: 6-Speed Automatic	Included
<i>Exclusively police calibrated for maximum acceleration and faster closing speed.</i>	
Wheels & Tires	
Tires: P245/55R18 AS BSW	Included
<i>Includes full size spare tire with TPMS.</i>	
Wheels: 18" x 8" Steel w/Hub Cover	Included
<i>5-spoke painted black. Includes hub cover and full-size spare wheel.</i>	
Seats & Seat Trim	
Heavy-Duty Cloth Front Bucket Seats/Vinyl Rear	Included

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Selected Options Continued

Prepared For: Larry Deschene
 Prepared By: Kirk Fried
 Dealership: Bison Ford

Description	MSRP
<i>Includes 6-way power driver with manual recline and lumbar, passenger 2-way manual with recline and built-in steel intrusion plates in both front seatbacks.</i>	
Other Options	
Monotone Paint Application	N/C
Radio: AM/FM/CD/MP3 Capable <i>Includes clock, 4 speakers and 4.2" color center stack smart display.</i>	Included
Front Headlamp Lighting Solution <i>Includes base projector beam headlamp plus 2 multi-function Park/Turn/Warn (PTW) bulbs for wig-wag simulation, and 2 white hemispheric lighthouse LED side warning lights. LED lights wiring included. Controller not included.</i>	895.00
Tail Lamp Lighting Solution <i>Includes base LED lights plus 2 rear integrated hemispheric red lighthouse LED side warning lights in taillamps. LED lights only. Controller wiring not included.</i>	415.00
Trunk Upfit Package <i>(97T) Trunk Circulation Fan : Mounted inside trunk. Maintains airflow from cabin to trunk.; (62D) Electronics Tray w/o Fan : (4 sq ft) with 18" of travel when fully extended locks.; (51G) Grille LED Lights Siren & Speaker Pre-Wiring; (97D) Rear Console Mounting Plate : Contours through 2nd row. Includes channel for wiring. Includes wiring overlay harness with lighting and siren interface connections and vehicle engine harness including 2 light connectors supporting up to 3 LED lights each (engine compartment), 1 grille LED light connector supporting 2 LED lights, 2 50 amp battery ground circuits in power distribution junction block (in trunk) and 1 10 amp siren/speaker circuit (engine to trunk). Does not include LED lights and controller. Recommend Police Wire Harness Connector Kits 77E and 51J.</i>	715.00
Dark Car Feature <i>Courtesy lamps disabled when any door is opened (trunk not included).</i>	20.00
Side Marker LED Fender Lights	220.00
Grille LED Lights Siren & Speaker Pre-Wiring	Included
Unity Driver Only LED Spot Lamp	340.00
Rear View Camera <i>Includes electrochromic rear view mirror with camera display.</i>	240.00
SYNC Basic Voice-Activated Communications System <i>Includes USB port and auxiliary audio input jack.</i>	295.00
Rear Door Handles & Locks Inoperable	35.00
Rear Power Window Delete <i>Operable from front driver side switches.</i>	25.00
Rear Console Mounting Plate <i>Contours through 2nd row. Includes channel for wiring.</i>	Included
Reverse Sensing	295.00
Electronics Tray w/o Fan <i>(4 sq ft) with 18" of travel when fully extended locks.</i>	Included
Trunk Circulation Fan <i>Mounted inside trunk. Maintains airflow from cabin to trunk.</i>	Included
Fleet Options	
Engine Block Heater	35.00

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Selected Options Continued

Prepared For: Larry Deschene
Prepared By: Kirk Fried
Dealership: Bison Ford

Description	MSRP
<i>REQUIRES valid FIN code.</i>	
Internal Options	
Paint Table : Primary	0.00
Interior Colors For : Primary	
Charcoal Black	N/C
Primary Colors For : Primary	
Dark Blue	N/C
Vehicle Subtotal	\$32,135.00
Destination	\$795.00
Vehicle Subtotal (including Destination)	\$32,930.00

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209419 7/9/2013

Prepared For:
 Larry Deschene
 City of Billings
 4848 Midland Rd
 Billings, Montana, 59101

Prepared By:
 Kirk Fried
 Bison Ford
 500 10th Ave S
 Great Falls, Montana, 59405
 Phone: (406) 727-2552
 Toll Free: (800) 327-3673



Quotation

2014 Ford Sedan Police Interceptor

AWD Base (P2M)

Vehicle Snapshot	
Engine:	3.7L Ti-VCT V6 (FFV)
Transmission:	6-Speed Automatic
Rear Axle Ratio:	0.00
GVWR:	

Description	MSRP
Vehicle Price (excluding option discounts)	\$32,135.00
Vehicle Subtotal	\$32,135.00
Option Credits	0.00
Other (Discount)Margin	(5,722.75)
Incentives	0.00
Total Other Items	(5,722.75)
Net Selling Price	\$26,412.25
Destination	795.00
Total Quote	\$27,207.25
TOTAL	\$27,207.25

Customer Signature

Acceptance Date

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209419 7/9/2013

Prepared For:
 Larry Deschene
 City of Billings
 4848 Midland Rd
 Billings, Montana, 59101

Prepared By:
 Kirk Fried
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Dimensions & Capacities

2014 Ford Sedan Police Interceptor

**AWD Base (P2M)
 Value**

Description

Dimensions and Capacities

Output	305 hp @ 6,500 rpm
Torque	279 lb.-ft. @ 4,000 rpm
1st gear ratio	4.484
2nd gear ratio	2.872
3rd gear ratio	1.842
4th gear ratio	1.414
5th gear ratio	1.000
6th gear ratio	0.742
Reverse gear ratio	2.882
City/hwy	18 mpg/25 mpg
Curb weight	4,310 lbs.
Front legroom	41.9 "
Rear legroom	39.9 "
Front headroom	39.0 "
Rear headroom	36.7 "
Front hiproom	56.3 "
Rear hiproom	55.9 "
Front shoulder room	57.9 "
Rear shoulder room	56.9 "
Passenger area volume	102.9 cu.ft.
Length	202.9 "
Body width	76.2 "
Body height	61.3 "
Wheelbase	112.9 "
Front tread	65.3 "
Rear tread	65.5 "
Turning radius	19.8 '
Fuel tank	19.0 gal.
Interior cargo volume	16.6 cu.ft.
Interior maximum cargo volume	16.6 cu.ft.

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209419 7/9/2013

Prepared For:
Larry Deschene
City of Billings
4848 Midland Rd
Billings, Montana, 59101

Prepared By:
Kirk Fried
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500 10th Ave S
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Phone: (406) 727-2552
Toll Free: (800) 327-3673



Warranty

2014 Ford Sedan Police Interceptor

Description	AWD Base (P2M)
	Months/Distance
Basic	36 month/36,000 miles
Powertrain	60 month/100,000 miles
Corrosion Perforation	60 month/unlimited mileage
Roadside Assistance	60 month/60,000 miles

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05209419 7/9/2013

Regular City Council Meeting

Meeting Date: 10/15/2013

TITLE: Approval of Additional Funds for STOP Violence Against Women Act in the Amount of \$5,501.20

PRESENTED BY: Rich St. John, Police Chief

Department: Police

Information

PROBLEM/ISSUE STATEMENT

On February 13, 2012, City Council authorized the Billings Police Department (BPD) to apply for the STOP Violence Against Women Act (VAWA) Grant. The Grant was awarded to the BPD in the amount of \$77,560. The goals of the VAWA grant are to provide funding for overtime and supplies related to fulfilling the need for more intense investigation in domestic violence cases. The grant pays for overtime and supplies for the officers involved in these details.

The BPD was notified that the State of Montana Board of Crime Control (MBCC) was also awarding \$5,501.20 in reverted funds that will be added to the existing grant. These funds will be used toward additional overtime details. Therefore, staff is requesting that Council approve accepting these funds from the MBCC.

ALTERNATIVES ANALYZED

The City Council may:

- Accept the additional MBCC reverted funds of \$5,501.20; or
- Not accept the additional MBCC reverted funds of \$5,501.20; which would result in eliminating extra duty for domestic violence related cases.

FINANCIAL IMPACT

The reverted funds require a personnel match of \$1,834 which has already been filled through the full-time domestic violence investigator position.

RECOMMENDATION

Staff recommends City Council approve and accept the additional MBCC funds in the amount of \$5,501.20.

APPROVED BY CITY ADMINISTRATOR

Attachments

No file(s) attached.

Regular City Council Meeting

Meeting Date: 10/15/2013

TITLE: Amending the Parameters for the Issuance and Sale of the Series 2013 Storm Sewer Bonds

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The Council approved a parameters resolution in June for the sale of bonds for the construction of storm drain improvements at the Shiloh Conservation Area. The construction bids exceeded the limitation in the resolution, City Council rejected the bids and the sale was delayed.

The Public Works department has revised the project to be within the budget limits. Since June there has been an increase in interest rates which requires a revised resolution. The maximum allowable interest rate would increase from 4.25% to 5.5%. All other terms remain the same as in the original resolution and it allows the City to proceed with a negotiated sale with Piper Jaffray for the Series 2013 bonds.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the resolution and proceed with the project and sale of the bonds; or
- Not approve the resolution and postpone the project while an alternate financing option is found.

FINANCIAL IMPACT

The new debt service will be paid from the storm sewer operating fund.

RECOMMENDATION

Staff recommends that the City Council approve the resolution setting the parameters for the proposed Series 2013 Storm Sewer bond sale.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution

Original parameters resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. _____, entitled: "RESOLUTION RELATING TO UP TO \$4,750,000 STORM SEWER REVENUE BONDS, SERIES 2013; AND AMENDING THE PARAMETERS FOR THE ISSUANCE AND PRIVATE NEGOTIATED SALE THEREOF" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on October 15, 2013, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand officially this 15th day of October, 2013.

City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO UP TO \$4,750,000 STORM
SEWER REVENUE BONDS, SERIES 2013; AND AMENDING
THE PARAMETERS FOR THE ISSUANCE AND PRIVATE
NEGOTIATED SALE THEREOF

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

Section 1. Recitals, Authorizations and Prior Actions.

1.01. Pursuant to Resolution No. 13-19276 (the “Parameters Resolution”), this Council determined that it is necessary and desirable and in the best interests of the City to issue its Storm Sewer Revenue Bonds, Series 2013 (the “Series 2013 Bonds”), in the maximum aggregate principal amount of \$4,750,000 at a private negotiated sale to Piper Jaffray & Co., Denver, Colorado (the “Purchaser”), in consultation with Springsted Incorporated, financial consultant to the City in respect of the Series 2013 Bonds (“Springsted”), subject to the terms and limitations set forth in the Parameters Resolution. The Series 2013 Bonds are to be issued for the purpose of providing funds to pay all or a portion of the costs of certain storm drain improvements at the Shiloh Conservation Area, including earth work and site grading, installation of water control structures, hardscaping and landscaping, and wetland planting.

1.02. As a result of a rising interest rates and based on the recommendations of Springsted, the City Finance Director recommends that the Council amend and restate the terms and limitations set forth in the Parameters Resolution for the sale of the Series 2013 Bonds.

Section 2. Amendments. Section 3.02 of the Parameters Resolution is hereby amended and restated in its entirety as follows:

“3.02. The Series 2013 Bonds shall be sold to the Purchaser on the terms and at a purchase price subject to the following limitations and conditions: (1) the aggregate principal amount of the Series 2013 Bonds shall not exceed \$4,750,000; (2) the maximum true interest cost on the Series 2013 Bonds shall not exceed 5.50% per annum; (3) the purchase price of the Series 2013 Bonds shall not be less than 98.95% of the principal amount thereof, exclusive of original issue premium or discount; and (4) the term of the Series 2013 Bonds shall not exceed 21 years.”

PASSED AND APPROVED by the City Council of the City of Billings, Montana, this
15th day of October, 2013.

Mayor

Attest: _____
City Clerk

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 13-19276, entitled: "RESOLUTION RELATING TO UP TO \$4,750,000 STORM SEWER REVENUE BONDS, SERIES 2013; AUTHORIZING THE ISSUANCE AND PRIVATE NEGOTIATED SALE THEREOF; AND REDEMPTION OF OUTSTANDING STORM SEWER GROSS REVENUE REFUNDING BONDS, SERIES 2003" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on June 10, 2013, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: Cromley, Ronquillo, Pitman, Cimmino, McFadden, Bird, McCall, Ulledalen, Astle, and Crouch; voted against the same: none; abstained from voting thereon: none; or were absent: none.

WITNESS my hand officially this 10th day of June, 2013.



Cari Martin
Cari Martin, City Clerk

RESOLUTION NO. 13-19276

RESOLUTION RELATING TO UP TO \$4,750,000 STORM SEWER REVENUE BONDS, SERIES 2013; AUTHORIZING THE ISSUANCE AND PRIVATE NEGOTIATED SALE THEREOF; AND REDEMPTION OF OUTSTANDING STORM SEWER GROSS REVENUE REFUNDING BONDS, SERIES 2003

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

Section 1. Recitals.

1.01. Under the provisions of Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended (the "Act"), the City is authorized to issue and sell its revenue bonds payable during a term not exceeding forty years from their date of issue, to provide funds for the reconstruction, improvement, betterment and extension of a storm sewer system and to refund its revenue bonds issued for such purpose; provided that the bonds and the interest thereon are to be payable solely out of the net income and revenues to be derived from rates, fees and charges for the services, facilities and commodities furnished by the undertaking, and are not to create any obligation for the payment of which taxes may be levied except to pay for services provided by such system to the City. The City has established a storm sewer system within the boundaries of the City (the "System"). The City proposes to undertake certain storm drain improvements at the Shiloh Conservation Area, including earth work and site grading, installation of water control structures, hardscaping and landscaping, and wetland planting (the "Projects"). The City has determined that it is necessary and desirable and in the best interests of the City to issue its storm sewer revenue bonds in an aggregate principal amount not to exceed \$4,750,000 to fund the Projects.

1.02. Pursuant to the Act and Resolution No. 03-17997, adopted on June 23, 2003 (the "2003 Resolution"), the City issued and sold its Storm Sewer Gross Revenue Bonds, Series 2003 (the "Series 2003 Bonds"), which are currently outstanding in the aggregate principal amount of \$385,000. In the 2003 Resolution, the City reserved the right to refund the outstanding Series 2003 Bonds on July 1, 2012 or any date thereafter at a redemption price equal to the principal amount of Series 2003 Bonds to be redeemed plus interest accrued to the redemption date, without premium. It is proposed that the Series 2003 Bonds maturing on July 1, 2014 be paid, redeemed and defeased on July 1, 2013 with funds the City has on hand in the Debt Service Reserve Account established under the 2003 Resolution.

Section 2. Authorization.

2.01. Pursuant to the Act, this Council hereby authorizes the City to proceed with the issuance and sale of its Storm Sewer Revenue Bonds, Series 2013 (the "Series 2013 Bonds"), for the purpose of providing funds to pay all or a portion of the costs of the Projects, to fund a deposit to a debt service reserve account for the Series 2013 Bonds and to pay costs of issuance

of the Series 2013 Bonds, as determined by the officers of the City identified pursuant to Section 3 and within the limitations therein established.

2.02. Pursuant to the Act and the 2003 Resolution, this Council hereby authorizes and ratifies the redemption on July 1, 2013 of the Series 2003 Bonds maturing on July 1, 2014. The City Finance Director is hereby authorized and directed to take all necessary and appropriate action in connection with such redemption. Any and all actions previously taken by the City Finance Director in connection with such redemption, including without limitation the execution and delivery of a notice of redemption, are hereby ratified and confirmed in all respects.

Section 3. Negotiated Sale and Terms.

3.01. Pursuant to Sections 7-7-4421, 7-7-4433 and 17-5-107, Montana Code Annotated, this Council hereby determines that it is in the best interests of the City to sell the Series 2013 Bonds at a private negotiated sale to Piper Jaffray & Co., Denver, Colorado (the "Purchaser").

3.02. The Series 2013 Bonds shall be sold to the Purchaser on the terms and at a purchase price subject to the following limitations and conditions: (1) the aggregate principal amount of the Series 2013 Bonds shall not exceed \$4,750,000; (2) the maximum true interest cost on the Series 2013 Bonds shall not exceed 4.25% per annum; (3) the purchase price of the Series 2013 Bonds shall not be less than 98.95% of the principal amount thereof, exclusive of original issue premium or discount; and (4) the term of the Series 2013 Bonds shall not exceed 21 years.

3.03. The City Administrator and the City Finance Director in consultation with Springsted Incorporated, the City's Financial Advisor, are hereby authorized and directed to approve the principal amount, maturity dates, interest rates and redemption provisions of the Series 2013 Bonds and compensation to the Purchaser, subject to the limitations contained in this Section 3. Upon approving such terms, the City Administrator and the City Finance Director are hereby authorized and directed to approve, execute and deliver to the Purchaser a bond purchase agreement (the "Bond Purchase Agreement"), containing the agreement of the City to sell, and the agreement of the Purchaser to purchase, the Series 2013 Bonds on the terms so approved, and containing such other provisions as such officers shall deem necessary and appropriate. In the event of the absence or disability of the City Administrator and City Finance Director, the Mayor or Deputy City Administrator shall make such approvals and execute and deliver the Bond Purchase Agreement. The execution and delivery by appropriate officers of the City of the Bond Purchase Agreement shall be conclusive as to the approval of such officers of the terms of the Series 2013 Bonds and the agreement of the City to sell the Series 2013 Bonds on such terms in accordance with the provisions thereof.

Section 4. Official Statement. The City Finance Director, in consultation with Springsted Incorporated, the Purchaser and Dorsey & Whitney LLP, the City's bond counsel, is authorized to prepare on behalf of the City an Official Statement, to be distributed by the Purchaser to prospective purchasers of the Series 2013 Bonds. The Official Statement shall contain such information as shall be advisable and necessary to describe accurately the City and the security for, and the terms and conditions of, the Series 2013 Bonds. The City Administrator and City Finance Director are authorized on behalf of the Council to deem the Preliminary

Official Statement near “final” as of its date, in accordance with Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934.

Section 5. Continuing Disclosure. To permit the Purchaser and other participating underwriters in the primary offering of the Series 2013 Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, the City will covenant and agree, for the benefit of the registered holders and beneficial owners from time to time of the outstanding Series 2013 Bonds, to provide annual reports of specified information and notice of the occurrence of certain events. A description of the undertaking shall be set forth in the Preliminary Official Statement.

PASSED AND APPROVED by the City Council of the City of Billings, Montana, this 10th day of June, 2013.



CITY OF BILLINGS



Thomas W. Hanel, Mayor

Attest: 

Cari Martin, City Clerk

Regular City Council Meeting

Meeting Date: 10/15/2013

TITLE: Lake Hills Subdivision, 34th Filing -- Preliminary Major Plat

PRESENTED BY: Candi Millar, Planning & Community Services Department Director

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

On August 1, 2013, subdivider, Ron Hill, applied for preliminary major plat approval for Lake Hills Subdivision, 34th Filing. The proposed subdivision re-plats 14 lots originally platted in the Lake Hills Subdivision, 14th and 15th Filings, into 21 lots. The subject property is located on both sides of Boca Raton Road, between Clubhouse Way and Annandale Road, north of the Lake Hills Golf Course. The property is zoned Residential-9600 (R-96) and single family residences are proposed. The Yellowstone County Board of Planning reviewed the plat and conducted a public hearing at its September 24, 2013, meeting. Blueline Engineering is the representing agent.

ALTERNATIVES ANALYZED

In accordance with state law, the City Council has 60 working days to act upon this preliminary major plat; the 60 working day review period for the proposed plat ends on October 28, 2013. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within the Findings of Fact attached to 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: On both sides of Boca Raton Road (unconstructed at this time) north of Lake Hill Golf Course.

Legal Description: Amended Lots 19 & 20, and Lots 22-25, Block 46, and Lots 3 & 4, and Lots 6-9, Block 47, of Lake Hills Subdivision, 14th Filing; and Lots 16 & 17, Block 46, and Lots 8 & 9, Block 47, Lake Hills Subdivision, 15th Filing located in the Section 16, T1N, R26E.

Subdivider/Owner: Ron S. Hill Living Trust

Engineer and Surveyor: Blueline Engineering; North Star Land Services

Existing Zoning: R-96

Existing land use: Platted vacant lots

Proposed land use: Single-Family Residential

Gross and Net area: 4.33 acres

Proposed number of lots: 21

Lot size: Max: 14,137 square feet
Min.: 9,600 square feet

Parkland requirements: Parkland dedication was previously met.

STAKEHOLDERS

A public hearing was conducted by the Yellowstone County Board of Planning on September 24, 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. No public comments were submitted. Planning Board members expressed concern that there would be no public parkland in the immediate vicinity for children in the new residences to access. The closest City park, Sally Ann Park, was pointed out by the developer, though it is approximately one-half mile from the site and is undeveloped at this time.

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 Lake Hills Subdivision, 34th Filing, and adoption of the Findings of Fact as presented in the staff report.

Recommended Conditions of Approval

1. To minimize impacts on local services, mail delivery site(s) shall be coordinated and identified prior to final plat approval. A letter from USPS shall be provided for verification.
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 view

Mayor's Letter

PRELIMINARY PLAT OF
LAKE HILLS SUBDIVISION, 34 TH FILING

BEING AMENDED LOTS 19-20, AND 22-25, BLOCK 46, AND LOTS 3-4, AND 6-7 BLOCK 47, 14TH FILING AND
 LOTS 16-17, BLOCK 46 AND LOTS 8-9, BLOCK 47, 15TH FILING

SITUATED IN THE NW1/4 NW1/4, SECTION 16, T. 1 N., R. 26 E., P.M.M.
 CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

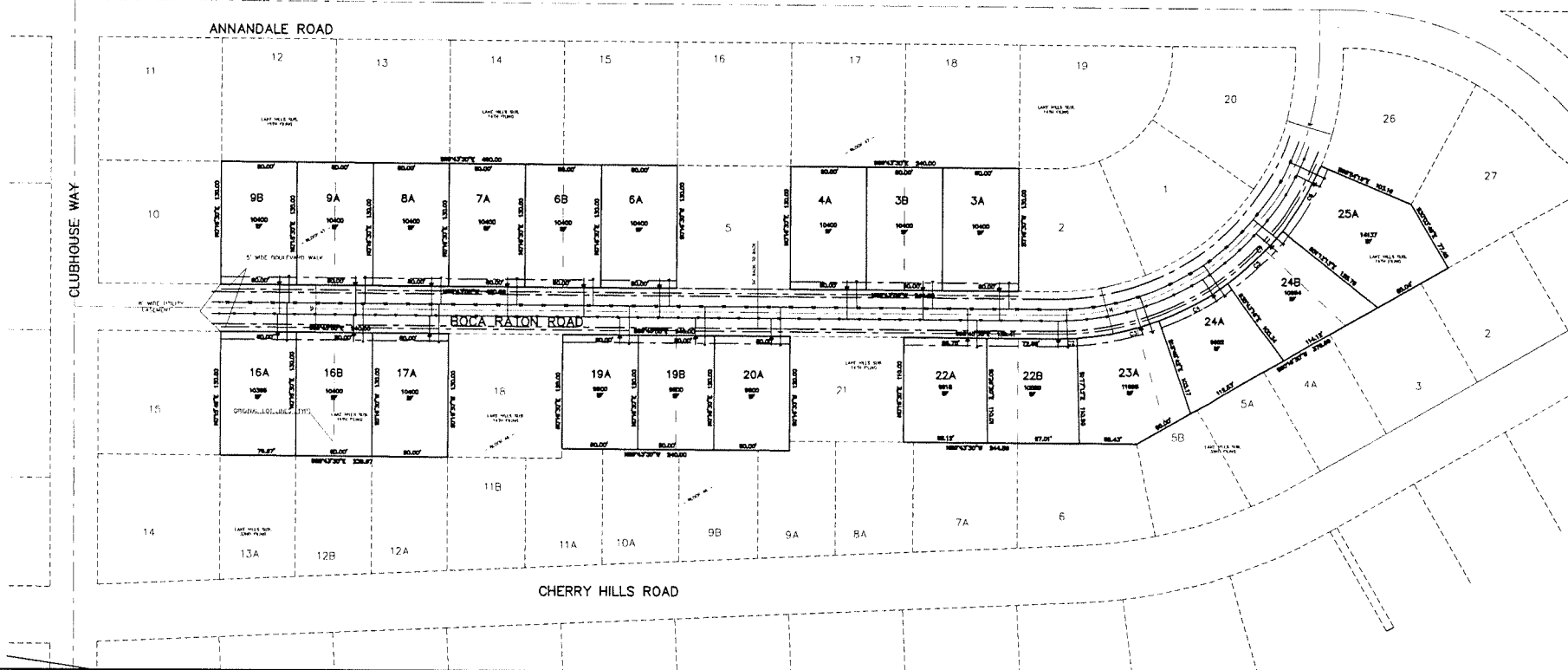
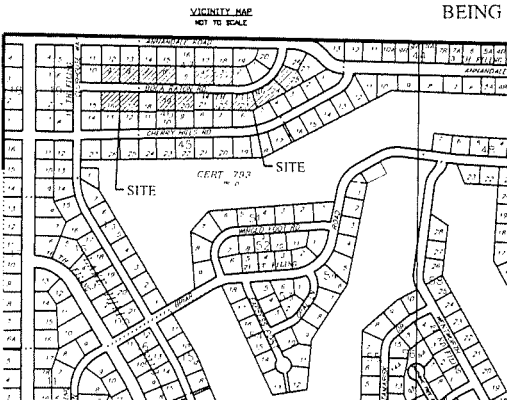
PREPARED FOR: RON S HILL LIVING TRUST
 SURVEYOR: NORTH STAR LAND SERVICES
 ENGINEER: BLUELINE ENGINEERING LLC
 JUNE, 2013
 BILLINGS, MONTANA

SUBDIVISION DETAILS:

- GROSS AREA = 4.33 ACRES
- NET AREA = 4.33 ACRES
- ROAD AREA = 0.00 ACRES
- NUMBER OF LOTS = 21
- MINIMUM LOT SIZE = 0.2204 ACRES
- MAXIMUM LOT SIZE = 0.2345 ACRES
- EXISTING ZONING = R-9600
- SURROUNDING ZONING
 - NORTH = R-70R AND R-9600
 - SOUTH = R-9600
 - EAST = R-9600
 - WEST = R-600R, CC, AND R-9600
- EXISTING LAND USE = RESIDENTIAL
- PROPOSED LAND USE = RESIDENTIAL



COMB #	ADD. LOT AREA	BLK AREA	BLK PERCENT	NUMBER OF LOTS	ADDRESS DATE	PROBBL. LOT SIZE
C2	23.75	300.00	4750.28%	4	11/13/2012	22.13
C3	47.47	600.00	9540.53%	8	11/13/2012	47.12
C4	42.75	500.00	1548.41%	6	11/13/2012	42.53
C5	40.24	500.00	1574.28%	6	11/13/2012	40.00
C6	40.24	500.00	1574.28%	6	11/13/2012	40.00
C7	33.41	500.00	6730.00%	4	11/13/2012	33.34



FINDINGS OF FACT – Lake Hills Subdivision, 34th Filing

The Planning staff has prepared on behalf of the Yellowstone County Board of Planning the Findings of Fact for the preliminary plat of Lake Hills Subdivision, 34th 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 located in the City limits and has been slated for residential development since it was originally platted in 1958. It should not have a negative effect on the agricultural industry.

The BBWA irrigation ditch is located approximately ½ mile northeast of the property. This subdivision does not contain any ditches or water shares, and therefore will not have an effect on agricultural water user facilities.

2. Effect on local services

- a. Utilities** – Water services can be provided by the County Water District of Billings Heights (CWDBH). Water mains exist within Clubhouse Way and Annandale Road and will be extended in Boca Raton Road. The developer will install new water services to all of the new lots and will be subject to the review and approval of the water district during the time of construction. As proposed, CWDBH finds that the proposed services are acceptable.

Sanitary sewer service will be provided by connecting to and extending the existing sewer mains in Clubhouse Way and Annandale Road. As proposed, the City of Billings Public Works Engineering Division finds the proposed sewer main extensions to be acceptable.

MDU will provide gas services, and Yellowstone Valley Electric Cooperative and NorthWestern Energy will provide electric services to the subdivision. Easements shall be shown on the face of the final plat that are acceptable to these utility providers.

- b. Storm water** – The City commissioned a storm water management feasibility study approximately four years ago in order to determine how to best manage the storm water in the greater Lake Hills area. The resultant plan that was adopted by City Council establishes a series of detention ponds on the golf course connected by channels which are eventually pumped down to a main pond at the southeastern area of the golf course. This main pond is then used for irrigation of the golf course. All 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 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 fronts Boca Raton Road which is a 50-foot wide platted, local residential street. The subdivider has proposed to extend Boca Raton Road, to connect with the existing streets Clubhouse Way and Annandale Road. It will be constructed to meet current City standards with a minimum of 34-foot wide back-of-curb to back-of-curb paved street with standard curb and gutter, and boulevard-style sidewalks. Due to the narrower right-of-way that was previously dedicated, the sidewalks will consist of a 3-foot planting strip, and a 5-foot sidewalk. This is consistent with other area sidewalks and is acceptable to City Engineering in this case.
- e. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station is located at 1601 St. Andrews Drive (Station #6). The subdivision is located within the ambulance service area of American Medical Response (AMR).
- f. **Schools** –School District #2 provides educational services to elementary through high school students. Sandstone Elementary School, Castle Rock Middle School, and Skyview High School will serve the children in this subdivision. Comments from SD#2 Administration indicated the need for a new middle school to service the Heights in order to alleviate overcrowding in both the elementary and middle schools. A bond is scheduled to be placed on the November 2013 ballot for voter consideration.
- g. **Parks and Recreation** – Parkland dedication requirements for this subdivision were met when this subdivision was originally platted in 1958. At that time, the golf course property was considered sufficient to meet the parkland needs. The nearest public park, Sally Ann Park, is approximately one-half mile away to the north. It is undeveloped at this time.
- h. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision and has requested central delivery site with boxes to serve the new houses. It is recommended as a condition of approval that the developer obtain a letter from the USPS approving the location of the new centralized mail box site(s) prior to final plat approval (**Condition #1**).

3. Effect on the natural environment

The subject property has been planned for urban development since its original platting in 1958. A geotechnical evaluation has been completed for the subject property. The geotech study indicates that the sites are underlain by a veneer of dry, fine-grained colluvial soils and relatively shallow sandstone and shale bedrock. As the shale is potentially expansive and the fine-grained colluvial soils are potentially collapsible, the geotech engineers recommend that footings for structures be placed on the sandstone with adequate vertical separation from the underlying shale. When this is not possible, it is recommended that subgrade improvement is implemented. These recommendations will be verified during the building permit process. If these

recommendations are followed, the re-platting of these lots should have minimal effects on the natural environment.

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 and antelope in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat, as it is in an urbanized area.

5. Effect on the public health, safety and welfare

A geotechnical evaluation has been completed and specific recommendations have been added to the final SIA to inform future builders and land owners of structural engineering requirements. The subdivision is located in an area with no known natural hazards.

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

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

C. Does the subdivision conform to the Yellowstone County-City of Billings 2008 Growth Policy, the Urban Area Transportation Plan--2009 Update, and the Billings Area 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: Contiguous development focused in and around existing population centers separated by open space (p. 6).

2. Urban Area Transportation Plan 2009 Update

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

3. Billings Area Bikeway and Trail Master Plan (BABTMP)

The proposed subdivision lies within the jurisdiction of the BABTMP. No trail corridors are identified on the plan within this subdivision.

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 conforms to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

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

The subject property is located within the R-96 zoning district and shall comply with the standards set forth in Section 27-308, BMCC.

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.]

Easements for utilities will be shown on the final plat as requested by all utility providers.

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 Boca Raton Road.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Lake Hills Subdivision, 34th Filing does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several goals and policies of the 2008 Growth Policy Update and does not conflict with the Transportation or Heritage Trail Plans.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

Approved by the Billings City Council, October 15, 2013.

Thomas W. Hanel, Mayor

ANNANDALE RD

CHERRY HILLS RD

GREEN BRIAR RD

E SKOKIE DR

SKOKIE PL

CLUB HOUSE WAY

LAKEHILLS

TAMARISK DR

WENTWORTH DR

WENTWORTH DR

WENTWORTH DR

WENTWORTH DR

WENTWORTH DR

WENTWORTH DR

WENTWORTH DR

WENTWORTH DR

WENTWORTH DR



October 16, 2013

Ron S. Hill Living Trust
P.O. Box 50636
Billings, MT 59105

Dear Property Owner:

On October 15, 2013, the Billings City Council conditionally approved the preliminary plat of Lake Hills Subdivision, 34th Filing, subject to the following conditions of approval:

1. To minimize impacts on local services, mail delivery site(s) shall be coordinated and identified prior to final plat approval. A letter from USPS shall be provided for verification.
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: Marshall Phil, PE, Blueline Engineering

Regular City Council Meeting

Meeting Date: 10/15/2013
TITLE: Payment of Claims September 9, 2013
PRESENTED BY: Patrick M. Weber, Finance Director
Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,800,656.83 have been audited and are presented for your approval for payment. A complete listing of the claims dated September 9, 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 Report 9-09

Check Date	Check	Name	Amount	Account	Item Desc
09/09/2013	768998	A & I Distributors	\$80.94	5410-31220-402290	window cleaner for landfill
09/09/2013	768998	A & I Distributors	\$656.70	5410-31220-402310	blue def for trucks
09/09/2013	768998	A & I Distributors	\$818.40	6010-00000-141000	2355484 PO NUM 293058
09/09/2013	768998	A & I Distributors	\$2,013.34	6010-00000-141000	2355484 PO NUM 293058
09/09/2013	768998	A & I Distributors	\$1,761.20	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293365
09/09/2013	768998	A & I Distributors	\$1,891.45	6010-00000-141000	2359811 PO NUM 293058
09/09/2013	768998	A & I Distributors	\$494.45	5710-71440-402320	2355535
09/09/2013	768998	A & I Distributors	\$109.45	5710-71440-402320	2362861
09/09/2013	768998	A & I Distributors	\$2,855.65	6010-00000-141000	2363910 PO NUM 293058
09/09/2013	769000	Action Electric	\$7,920.00	0100-11100-407970	2013 City Hall Lighting Retrofit
09/09/2013	769004	American Concrete INC	\$4,800.00	5020-75000-403660	901 Aurora - \$1400 379 Bohl - \$2100 2221 6th St West - \$1300
09/09/2013	769006	American Title & Escrow	\$10,000.00	2820-65810-407277	FTHB Jessica Zimmerman 2107 Broadwater Avenue
09/09/2013	769017	Black Box Network Services	\$23,839.15	6060-19310-409480	Nortel Communication Library Phone System Upgrade
09/09/2013	769017	Black Box Network Services	\$7,419.21	2600-55180-409490	Library Wi-Fi System
09/09/2013	769019	Brown And Caldwell	\$7,078.75	5030-75910-409340	WO 08-25 ZONE 3 RESERVOIR; Payment #32
09/09/2013	769020	Business Tax Section	\$464.67	4450-31650-409311	WO 13-02 Misc Developer; Payment #3
09/09/2013	769020	Business Tax Section	\$563.78	2050-31310-409310	WO 13-02 Misc Developer; Payment #3
09/09/2013	769020	Business Tax Section	\$14.53	8400-31840-409310	WO1302 Misc Developer; Payment #3
09/09/2013	769020	Business Tax Section	\$65.79	2050-31310-409310	WO1302 Misc Developer; Payment #3
09/09/2013	769020	Business Tax Section	\$375.62	5620-71200-409490	Invoice #3492. Passenger Seating Reupholstery Project
09/09/2013	769020	Business Tax Section	\$92.71	1990-00000-201100	WO 12-39 Newman Lane Improvements; Retainage Release
09/09/2013	769020	Business Tax Section	\$5.12	2050-00000-201100	WO 12-39 Newman Lane Improvements; Retainage Release
09/09/2013	769020	Business Tax Section	\$27.72	8400-00000-201100	WO 12-39 Newman Lane Improvements; Retainage Release
09/09/2013	769020	Business Tax Section	\$2,230.44	5130-85910-409340	WO 13-01 2013 Water & Sewer Replacement Sch 3; Payment #2
09/09/2013	769020	Business Tax Section	\$52.13	5130-85910-409340	WO1301 Sch 3 - 2013 Water & Sewer Rehab; Change Order #1; Payment #2
09/09/2013	769020	Business Tax Section	\$639.71	8400-31840-409310	WO 12-18 Canyon Creek Drain Phase 1 - King Ave West; Payment #1
09/09/2013	769020	Business Tax Section	-\$43.07	5030-75910-409340	WO 10-08 WTP Clearwell Baffle Project; CO#8 10/09/12; Payment #14
09/09/2013	769020	Business Tax Section	\$397.80	5030-00000-201100	WO 10-08 WTP Clearwell Baffle Project; CO#8 10/09/12; Retainage Release
09/09/2013	769020	Business Tax Section	\$14.04	0100-43210-403900	I14-003754 State business tax for Neil Drywall contract for Planning & Community Services move to 2825 3rd Avenue North, 4th floor. 1% of 8978.00
09/09/2013	769020	Business Tax Section	\$43.78	2090-44510-403900	I14-003754 State business tax for Neil Drywall contract for Planning & Community Services move to 2825 3rd Avenue North, 4th floor. 1% of 8978.00
09/09/2013	769020	Business Tax Section	\$31.96	2400-43010-403900	I14-003754 State business tax for Neil Drywall contract for Planning & Community Services move to 2825 3rd Avenue North, 4th floor. 1% of 8978.00
09/09/2013	769020	Business Tax Section	\$80.00	0100-11100-407970	2013 City Hall Lighting Retrofit
09/09/2013	769020	Business Tax Section	\$8,563.67	2030-15130-409224	Business Tax portion of Sletten contract for Empire Garage construction.
09/09/2013	769021	Carquest Auto Parts	\$19.99	5120-84000-402410	Flow-thru brush
09/09/2013	769021	Carquest Auto Parts	\$5.60	6500-15660-402320	1910-289848
09/09/2013	769021	Carquest Auto Parts	\$79.18	5410-31230-402320	1910-289937
09/09/2013	769021	Carquest Auto Parts	\$44.04	1500-22260-402320	1910-290176
09/09/2013	769021	Carquest Auto Parts	\$26.66	2090-44520-402320	1910-290242
09/09/2013	769021	Carquest Auto Parts	\$66.58	2090-44520-402320	1910-290272
09/09/2013	769021	Carquest Auto Parts	\$8.04	1500-21120-402320	1910-290361
09/09/2013	769021	Carquest Auto Parts	\$88.08	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293491
09/09/2013	769021	Carquest Auto Parts	\$6.84	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293487
09/09/2013	769021	Carquest Auto Parts	\$522.98	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293489
09/09/2013	769021	Carquest Auto Parts	\$27.71	5710-71440-402320	1910-288796
09/09/2013	769021	Carquest Auto Parts	\$38.49	5410-31220-402320	1910-289025
09/09/2013	769021	Carquest Auto Parts	\$19.30	2110-31320-402320	1910-289223
09/09/2013	769021	Carquest Auto Parts	-\$27.71	5710-71440-402320	1910-289563
09/09/2013	769021	Carquest Auto Parts	\$75.70	0100-51120-402320	1910-289621
09/09/2013	769021	Carquest Auto Parts	\$92.02	1500-21120-402320	1910-289660
09/09/2013	769021	Carquest Auto Parts	\$22.69	1500-21120-402320	1910-289684
09/09/2013	769021	Carquest Auto Parts	\$36.22	1500-21120-402320	1910-289692
09/09/2013	769021	Carquest Auto Parts	\$29.04	1500-21120-402320	1910-289713
09/09/2013	769021	Carquest Auto Parts	\$76.00	6010-00000-141000	1910-289203 PO NUM 293062
09/09/2013	769021	Carquest Auto Parts	\$49.28	6010-00000-141000	1910-289649 PO NUM 293062
09/09/2013	769021	Carquest Auto Parts	\$28.67	6010-00000-141000	1910-289649 PO NUM 293062
09/09/2013	769021	Carquest Auto Parts	\$11.10	6010-00000-141000	1910-288297 PO NUM 293062
09/09/2013	769021	Carquest Auto Parts	\$72.14	6010-00000-141000	1910-288324 PO NUM 293062
09/09/2013	769021	Carquest Auto Parts	\$343.42	6010-00000-141000	1910-287872 PO NUM 293062

09/09/2013	769021	Carquest Auto Parts	\$47.76	6010-00000-141000	1910-287983 PO NUM 293062
09/09/2013	769021	Carquest Auto Parts	\$49.62	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293362
09/09/2013	769021	Carquest Auto Parts	\$35.34	2110-31320-402320	1910-287823
09/09/2013	769021	Carquest Auto Parts	\$14.04	1500-22260-402320	1910-287835
09/09/2013	769021	Carquest Auto Parts	\$33.53	1500-21120-402320	1910-287858
09/09/2013	769021	Carquest Auto Parts	\$166.88	5210-15230-402320	1910-287989
09/09/2013	769021	Carquest Auto Parts	\$9.78	1500-21120-402320	1910-288142
09/09/2013	769021	Carquest Auto Parts	\$42.50	1500-21120-402320	1910-288277
09/09/2013	769021	Carquest Auto Parts	-\$42.50	1500-21120-402320	1910-288279
09/09/2013	769021	Carquest Auto Parts	\$42.50	1500-21120-402320	1910-288280
09/09/2013	769021	Carquest Auto Parts	\$63.34	5410-31220-402320	1910-288324
09/09/2013	769021	Carquest Auto Parts	\$15.18	5410-31220-402320	1910-288324
09/09/2013	769021	Carquest Auto Parts	\$31.98	5020-74000-402320	NONSTOCKING ITEMS-P.U.D.
09/09/2013	769021	Carquest Auto Parts	\$2.05	6010-00000-141000	1910-288462 PO NUM 293062
09/09/2013	769021	Carquest Auto Parts	\$48.42	6010-00000-141000	1910-288520 PO NUM 293062
09/09/2013	769021	Carquest Auto Parts	\$101.83	6010-00000-141000	1910-288520 PO NUM 293062
09/09/2013	769021	Carquest Auto Parts	\$39.52	5410-31230-402320	1910-288462
09/09/2013	769021	Carquest Auto Parts	\$187.77	0100-51420-402320	1910-288538
09/09/2013	769021	Carquest Auto Parts	\$300.19	5410-31230-402320	1910-288546
09/09/2013	769021	Carquest Auto Parts	\$19.30	1500-21120-402320	1910-288639
09/09/2013	769021	Carquest Auto Parts	\$3.67	1500-21120-402320	1910-288821
09/09/2013	769021	Carquest Auto Parts	\$87.71	0100-51120-402320	1910-288833
09/09/2013	769021	Carquest Auto Parts	\$92.02	1500-21120-402320	1910-288956
09/09/2013	769021	Carquest Auto Parts	\$84.99	5120-85000-402320	NONSTOCKING ITEMS-P.U.D.
09/09/2013	769021	Carquest Auto Parts	\$27.90	5020-75000-402320	NONSTOCKING ITEMS-P.U.D.
09/09/2013	769021	Carquest Auto Parts	\$89.76	5120-85000-402320	NONSTOCKING ITEMS-P.U.D.
09/09/2013	769021	Carquest Auto Parts	\$187.22	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293282
09/09/2013	769021	Carquest Auto Parts	\$111.90	6010-00000-141000	1910-290601 PO NUM 293062
09/09/2013	769021	Carquest Auto Parts	\$15.47	2110-31320-402320	1910-290551
09/09/2013	769021	Carquest Auto Parts	\$4.21	2110-31320-402320	1910-290554
09/09/2013	769021	Carquest Auto Parts	\$1.94	2090-44520-402320	1910-290611
09/09/2013	769021	Carquest Auto Parts	\$42.33	2090-44520-402320	1910-290643
09/09/2013	769024	Chicago Title of Montana LLC	\$10,000.00	2820-65810-407277	FTHB Benjamin Munoz 109 South 38th
09/09/2013	769025	Cmg Construction, Inc.	\$63,330.29	8400-31840-409310	WO 12-18 Canyon Creek Drain Phase 1 - King Ave West; Payment #1
09/09/2013	769025	Cmg Construction, Inc.	\$9,177.36	1990-00000-201100	WO 12-39 Newman Lane Improvements; Retainage Release
09/09/2013	769025	Cmg Construction, Inc.	\$506.38	2050-00000-201100	WO 12-39 Newman Lane Improvements; Retainage Release
09/09/2013	769025	Cmg Construction, Inc.	\$2,743.85	8400-00000-201100	WO 12-39 Newman Lane Improvements; Retainage Release
09/09/2013	769028	Cop Construction Co	\$220,813.16	5130-85910-409340	WO 13-01 2013 Water & Sewer Replacement Sch 3; Payment #2
09/09/2013	769028	Cop Construction Co	\$5,160.85	5130-85910-409340	WO1301 Sch 3 - 2013 Water & Sewer Rehab; Change Order #1; Payment #2
09/09/2013	769028	Cop Construction Co	\$39,381.08	5030-00000-201100	WO 10-08 WTP Clearwell Baffle Project; CO#8 10/09/12; Retainage Release
09/09/2013	769028	Cop Construction Co	-\$4,264.37	5030-75910-409340	WO 10-08 WTP Clearwell Baffle Project; CO#8 10/09/12; Payment #14
09/09/2013	769034	Dell Computer L P	\$3,886.02	1500-22210-402925	(8) Dell Latitude E6530 Laptops
09/09/2013	769034	Dell Computer L P	\$9,715.05	1500-22230-402925	(8) Dell Latitude E6530 Laptops
09/09/2013	769034	Dell Computer L P	\$1,943.01	1500-22240-402925	(8) Dell Latitude E6530 Laptops
09/09/2013	769034	Dell Computer L P	\$8,380.19	1500-22210-402925	(7) Dell OptiPlex 3010 pcs
09/09/2013	769034	Dell Computer L P	\$1,386.15	1500-22240-402925	(1) Dell OptiPlex 3010
09/09/2013	769036	Dixie Petro-Chem	\$490.13	0100-51260-402290	Pool chemicals
09/09/2013	769036	Dixie Petro-Chem	\$978.75	0100-51260-402290	Pool chemicals
09/09/2013	769036	Dixie Petro-Chem	\$2,752.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293557
09/09/2013	769036	Dixie Petro-Chem	\$375.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293500
09/09/2013	769036	Dixie Petro-Chem	\$2,752.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293501
09/09/2013	769053	Gallagher Benefit Services Inc	\$11,500.00	6270-17520-403560	38098 - 2013 GASB valuation, consulting fees
09/09/2013	769054	Galles Filter Service	\$409.20	6010-00000-141000	288582 PO NUM 293063
09/09/2013	769054	Galles Filter Service	\$16.00	1500-22260-402320	288498
09/09/2013	769054	Galles Filter Service	\$543.64	6010-00000-141000	287660 PO NUM 293063
09/09/2013	769054	Galles Filter Service	\$291.15	6010-00000-141000	288001 PO NUM 293063
09/09/2013	769054	Galles Filter Service	\$263.38	6010-00000-141000	288189 PO NUM 293063
09/09/2013	769054	Galles Filter Service	\$27.25	2110-31320-402320	287661
09/09/2013	769054	Galles Filter Service	\$57.30	2110-31320-402320	288189
09/09/2013	769054	Galles Filter Service	\$17.15	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293395
09/09/2013	769054	Galles Filter Service	\$21.44	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293370
09/09/2013	769054	Galles Filter Service	\$19.12	5710-71440-402320	286949
09/09/2013	769054	Galles Filter Service	\$10.38	5710-71470-402320	286949
09/09/2013	769054	Galles Filter Service	\$20.66	5710-71440-402320	286988
09/09/2013	769054	Galles Filter Service	\$38.66	2110-31320-402320	287156
09/09/2013	769054	Galles Filter Service	\$35.32	6010-15530-402650	287239
09/09/2013	769054	Galles Filter Service	-\$35.32	6010-15530-402650	287451
09/09/2013	769054	Galles Filter Service	\$176.28	6010-00000-141714	286949 PO NUM 293063

09/09/2013	769054	Galles Filter Service	\$191.51	6010-00000-141000	287168 PO NUM 293063
09/09/2013	769054	Galles Filter Service	\$22.44	6010-00000-141000	287411 PO NUM 293063
09/09/2013	769054	Galles Filter Service	\$29.36	6010-00000-141000	287425 PO NUM 293063
09/09/2013	769054	Galles Filter Service	\$248.71	6010-00000-141000	287460 PO NUM 293063
09/09/2013	769054	Galles Filter Service	\$23.07	6010-00000-141714	287465 PO NUM 293063
09/09/2013	769054	Galles Filter Service	\$6.58	1500-22260-402320	286666
09/09/2013	769054	Galles Filter Service	\$5.76	1500-22260-402320	286955
09/09/2013	769054	Galles Filter Service	-\$22.14	1500-22260-402320	286986
09/09/2013	769054	Galles Filter Service	\$166.07	6010-00000-141000	286652 PO NUM 293063
09/09/2013	769054	Galles Filter Service	\$345.18	6010-00000-141000	286955 PO NUM 293063
09/09/2013	769054	Galles Filter Service	\$5.70	6010-00000-141000	286987 PO NUM 293063
09/09/2013	769054	Galles Filter Service	\$229.41	6010-00000-141000	288814 PO NUM 293063
09/09/2013	769054	Galles Filter Service	\$18.06	2110-31320-402320	288814
09/09/2013	769054	Galles Filter Service	\$8.15	1500-21120-402320	288844
09/09/2013	769054	Galles Filter Service	\$34.60	0100-51120-402320	288895
09/09/2013	769054	Galles Filter Service	\$24.29	2110-31320-402320	288960
09/09/2013	769059	Great Falls Upholstery LLC	\$37,186.78	5620-71200-409490	Invoice #3492. Passenger Seating Reupholstery Project
09/09/2013	769067	Iaff	\$4,444.20	9000-00000-209920	Payroll Summary
09/09/2013	769070	J & J Concrete Inc.	\$46,002.36	4450-31650-409311	WO 13-02 Misc Developer; Payment #3
09/09/2013	769070	J & J Concrete Inc.	\$55,814.38	2050-31310-409310	WO 13-02 Misc Developer; Payment #3
09/09/2013	769070	J & J Concrete Inc.	\$1,438.76	8400-31840-409310	WO1302 Misc Developer; Payment #3
09/09/2013	769070	J & J Concrete Inc.	\$6,512.73	2050-31310-409310	WO1302 Misc Developer; Payment #3
09/09/2013	769070	J & J Concrete Inc.	\$600.00	5020-75000-403680	Vacant lot on Ben Hogan
09/09/2013	769075	Kois Brothers Equipment Co	\$165.50	6010-00000-141000	98021 PO NUM 293064
09/09/2013	769075	Kois Brothers Equipment Co	\$158.01	5410-31220-402320	98087
09/09/2013	769075	Kois Brothers Equipment Co	\$983.25	6010-00000-141000	97866 PO NUM 293064
09/09/2013	769075	Kois Brothers Equipment Co	\$306.50	5410-31220-402320	97904
09/09/2013	769075	Kois Brothers Equipment Co	\$4,775.04	2110-31320-402320	98039
09/09/2013	769075	Kois Brothers Equipment Co	\$220.53	2110-31320-402320	98039
09/09/2013	769075	Kois Brothers Equipment Co	\$149.52	5410-31220-402320	98143
09/09/2013	769087	Montana CSED	\$3,985.25	9000-00000-209926	Payroll Summary
09/09/2013	769092	Montana State Fireman's Assoc	\$3,210.30	9000-00000-209924	Payroll Summary
09/09/2013	769099	Neil Drywall Inc	\$1,390.27	0100-43210-403900	I14-003755 Neil Drywall invoice for Planning & Community Services remodel at 2825 3rd Ave North for 8978.00 less 1% business tax paid on invoice I14-003754.
09/09/2013	769099	Neil Drywall Inc	\$4,333.76	2090-44510-403900	I14-003755 Neil Drywall invoice for Planning & Community Services remodel at 2825 3rd Ave North for 8978.00 less 1% business tax paid on invoice I14-003754.
09/09/2013	769099	Neil Drywall Inc	\$3,164.19	2400-43010-403900	I14-003755 Neil Drywall invoice for Planning & Community Services remodel at 2825 3rd Ave North for 8978.00 less 1% business tax paid on invoice I14-003754.
09/09/2013	769100	Network Information Systems	\$2,525.00	5020-73120-403660	Computer and network service
09/09/2013	769101	New Dawn Technologies	\$22,832.00	0100-16110-403310	Invoice No. QT-3883/5-INV1; New Dawn Contract Signing Invoice - \$22,832.00
09/09/2013	769102	Northwest Scientific Inc	\$189.78	5120-84000-402223	Crucible
09/09/2013	769102	Northwest Scientific Inc	\$122.40	5120-84000-402223	Internal filling solution
09/09/2013	769102	Northwest Scientific Inc	\$2,649.00	5020-74000-402220	Precision heated circulating bath
09/09/2013	769103	NorthWestern Energy	\$7,084.65	5020-74000-403410	3116 17th St West
09/09/2013	769103	NorthWestern Energy	\$7,084.65	5020-74000-403410	3116 17th St West
09/09/2013	769103	NorthWestern Energy	\$20,404.92	5610-71120-403410	0100482-9. August 2013 Airport Vault
09/09/2013	769103	NorthWestern Energy	\$11.04	5120-85000-403410	17040254
09/09/2013	769103	NorthWestern Energy	\$30.73	5120-85000-403410	17040304
09/09/2013	769103	NorthWestern Energy	\$8.82	0100-51120-403410	19022573
09/09/2013	769103	NorthWestern Energy	\$1.11	0100-51120-403410	14093942
09/09/2013	769103	NorthWestern Energy	\$37.29	0100-51120-403410	16926669
09/09/2013	769103	NorthWestern Energy	\$0.81	8720-51980-403410	09718248
09/09/2013	769103	NorthWestern Energy	\$1,534.61	0100-51260-403410	07208416
09/09/2013	769103	NorthWestern Energy	\$32.82	0100-51120-403410	09208018
09/09/2013	769103	NorthWestern Energy	\$10.67	5020-74000-403410	07222490
09/09/2013	769103	NorthWestern Energy	\$384.25	5020-74000-403410	805 Constitution
09/09/2013	769103	NorthWestern Energy	\$68.18	0100-51290-403410	09998071
09/09/2013	769103	NorthWestern Energy	\$176.08	6070-22350-403410	10069151
09/09/2013	769103	NorthWestern Energy	\$455.58	0100-51120-403410	11412848
09/09/2013	769103	NorthWestern Energy	\$1,249.01	0100-51120-403410	11607801
09/09/2013	769103	NorthWestern Energy	\$7.40	0100-51120-403410	12300661
09/09/2013	769103	NorthWestern Energy	\$101.50	8720-51980-403410	15137961
09/09/2013	769103	NorthWestern Energy	\$90.84	8720-51980-403410	15138001
09/09/2013	769103	NorthWestern Energy	\$21.21	8720-51980-403410	15138027
09/09/2013	769103	NorthWestern Energy	\$13.80	8720-51980-403410	15138043
09/09/2013	769103	NorthWestern Energy	\$13.37	0100-51410-403410	16352890
09/09/2013	769103	NorthWestern Energy	\$604.12	1500-22210-403410	07125370
09/09/2013	769103	NorthWestern Energy	\$88.66	0100-51410-403410	07125396
09/09/2013	769103	NorthWestern Energy	\$7.40	0100-51120-403410	07222532
09/09/2013	769103	NorthWestern Energy	\$208.05	0100-51120-403410	07222565
09/09/2013	769103	NorthWestern Energy	\$9.42	0100-51120-403410	07222581
09/09/2013	769103	NorthWestern Energy	\$21.13	0100-51120-403410	07222599

09/09/2013	769103	NorthWestern Energy	\$5,813.54	5020-74000-403410	07222706
09/09/2013	769103	NorthWestern Energy	\$9.27	0100-51120-403410	07222722
09/09/2013	769103	NorthWestern Energy	\$6.18	8720-51980-403410	07222722
09/09/2013	769103	NorthWestern Energy	\$21.11	0100-51120-403410	07222730
09/09/2013	769103	NorthWestern Energy	\$12.38	0100-51120-403410	07222748
09/09/2013	769103	NorthWestern Energy	\$103.34	0100-51120-403410	07222755
09/09/2013	769103	NorthWestern Energy	\$37.17	0100-51120-403410	07222771
09/09/2013	769103	NorthWestern Energy	\$30.79	0100-51120-403410	07222789
09/09/2013	769103	NorthWestern Energy	\$15.81	0100-51120-403410	07222797
09/09/2013	769103	NorthWestern Energy	\$7.40	0100-51120-403410	07222805
09/09/2013	769103	NorthWestern Energy	\$7.40	0100-51120-403410	07222813
09/09/2013	769103	NorthWestern Energy	\$7.40	0100-51120-403410	07222839
09/09/2013	769103	NorthWestern Energy	\$7.40	0100-51120-403410	07222847
09/09/2013	769103	NorthWestern Energy	\$15.81	0100-51120-403410	07228083
09/09/2013	769103	NorthWestern Energy	\$10.83	0100-51120-403410	07228521
09/09/2013	769103	NorthWestern Energy	\$9.42	0100-51120-403410	07228620
09/09/2013	769103	NorthWestern Energy	\$198.16	0100-51120-403410	07229016
09/09/2013	769103	NorthWestern Energy	\$8.95	0100-51120-403410	07229768
09/09/2013	769103	NorthWestern Energy	\$147.33	0100-51120-403410	07229958
09/09/2013	769103	NorthWestern Energy	\$79.56	0100-51120-403410	07230055
09/09/2013	769103	NorthWestern Energy	\$7.40	0100-51120-403410	07230253
09/09/2013	769103	NorthWestern Energy	\$30.07	0100-51120-403410	07230394
09/09/2013	769103	NorthWestern Energy	\$7.40	0100-51120-403410	07230469
09/09/2013	769103	NorthWestern Energy	\$14.70	0100-51120-403410	07230493
09/09/2013	769103	NorthWestern Energy	\$26.68	0100-51120-403410	07230535
09/09/2013	769103	NorthWestern Energy	\$18.23	0100-51120-403410	07230642
09/09/2013	769103	NorthWestern Energy	\$18.23	0100-51120-403410	07230659
09/09/2013	769103	NorthWestern Energy	\$49.53	5120-85000-403410	07233836
09/09/2013	769103	NorthWestern Energy	\$7.40	8720-51980-403410	07233844
09/09/2013	769103	NorthWestern Energy	\$9.09	8720-51980-403410	07233851
09/09/2013	769103	NorthWestern Energy	\$9.09	8720-51980-403410	07233869
09/09/2013	769103	NorthWestern Energy	\$9.09	8720-51980-403410	07233877
09/09/2013	769103	NorthWestern Energy	\$9.09	8720-51980-403410	07233885
09/09/2013	769103	NorthWestern Energy	\$5.29	0100-51120-403410	07233919
09/09/2013	769103	NorthWestern Energy	\$3.53	8720-51980-403410	07233919
09/09/2013	769103	NorthWestern Energy	\$9.09	8720-51980-403410	07233927
09/09/2013	769103	NorthWestern Energy	\$8.18	8720-51980-403410	07233935
09/09/2013	769103	NorthWestern Energy	\$7.40	8720-51980-403410	07233943
09/09/2013	769103	NorthWestern Energy	\$7.40	8720-51980-403410	07233950
09/09/2013	769103	NorthWestern Energy	\$7.40	8720-51980-403410	07233968
09/09/2013	769103	NorthWestern Energy	\$7.40	8720-51980-403410	07233976
09/09/2013	769103	NorthWestern Energy	\$7.40	8720-51980-403410	07233984
09/09/2013	769103	NorthWestern Energy	\$1,131.81	5120-85000-403410	07234040
09/09/2013	769103	NorthWestern Energy	\$7.40	8720-51980-403410	07238355
09/09/2013	769103	NorthWestern Energy	\$9.42	8720-51980-403410	07238363
09/09/2013	769103	NorthWestern Energy	\$7.40	8720-51980-403410	07238405
09/09/2013	769103	NorthWestern Energy	\$389.29	5120-85000-403410	07238785
09/09/2013	769103	NorthWestern Energy	\$366.77	8720-51980-403410	07238793
09/09/2013	769103	NorthWestern Energy	\$8.07	8720-51980-403410	07238835
09/09/2013	769103	NorthWestern Energy	\$129.53	0100-51120-403410	07238843
09/09/2013	769103	NorthWestern Energy	\$8.29	8720-51980-403410	07238850
09/09/2013	769103	NorthWestern Energy	\$18.23	0100-51120-403410	07238876
09/09/2013	769103	NorthWestern Energy	\$1.49	8720-51980-403410	20413621
09/09/2013	769103	NorthWestern Energy	\$8.62	2110-31320-403410	20470001
09/09/2013	769103	NorthWestern Energy	\$8.39	2110-31320-403410	20470076
09/09/2013	769103	NorthWestern Energy	\$8.72	2110-31320-403410	20470100
09/09/2013	769103	NorthWestern Energy	\$8.83	2110-31320-403410	20470118
09/09/2013	769103	NorthWestern Energy	\$8.39	2110-31320-403410	20470134
09/09/2013	769103	NorthWestern Energy	\$8.95	2110-31320-403410	20470175
09/09/2013	769103	NorthWestern Energy	\$8.63	2110-31320-403410	20470191
09/09/2013	769103	NorthWestern Energy	\$106.94	5610-71130-403410	07125339
09/09/2013	769103	NorthWestern Energy	\$15.81	5610-71130-403410	07125347
09/09/2013	769103	NorthWestern Energy	\$228.01	5610-71130-403410	07125354
09/09/2013	769103	NorthWestern Energy	\$16.35	5610-71130-403410	07127913
09/09/2013	769103	NorthWestern Energy	\$15.03	5610-71130-403410	07127954
09/09/2013	769103	NorthWestern Energy	\$7.83	5610-71130-403410	07127970
09/09/2013	769103	NorthWestern Energy	\$12.70	5610-71170-403410	07128051
09/09/2013	769103	NorthWestern Energy	\$8.29	5610-71130-403410	07128135
09/09/2013	769103	NorthWestern Energy	\$2,249.29	5610-71130-403410	07195431
09/09/2013	769103	NorthWestern Energy	\$15.03	5610-71130-403410	07197593
09/09/2013	769103	NorthWestern Energy	\$21.10	5610-71130-403410	07197601
09/09/2013	769103	NorthWestern Energy	\$26.19	5610-71130-403410	07197619
09/09/2013	769103	NorthWestern Energy	\$10.05	5610-71130-403410	07197627
09/09/2013	769103	NorthWestern Energy	\$16.68	5610-71130-403410	07202963
09/09/2013	769108	Peterson Office Furniture	\$4,191.93	2970-65010-407270	WSCA Contract MA147 - Main area furniture
09/09/2013	769108	Peterson Office Furniture	\$4,739.14	2970-65010-407270	WSCA Contract MA147 - VISTA area furniture
09/09/2013	769108	Peterson Office Furniture	\$4,984.13	2980-65010-407270	Peterson Office Furniture Purchase WSCA Contract MA147

09/09/2013	769109	Philip Services Corporation	\$5,533.70	5410-31230-403590	hazardous waste removal
09/09/2013	769117	Qwest Communications	\$91.12	5610-71100-403450	Qwest 406-252-9412 Airport
09/09/2013	769117	Qwest Communications	\$46.85	5710-71410-403450	Qwest 406-254-7038 MET Transit
09/09/2013	769117	Qwest Communications	\$7,298.63	2250-22320-403450	Qwest 406-255-9700 E911
09/09/2013	769117	Qwest Communications	\$45.56	0100-51400-403450	Qwest 406-652-0269 Cemetery FAX Line
09/09/2013	769117	Qwest Communications	\$45.39	0100-51120-403450	Qwest 406-652-5507 Parks
09/09/2013	769117	Qwest Communications	\$31.81	2110-31320-403450	Qwest 406-652-8104 PW Traffice Signal 24 Central
09/09/2013	769117	Qwest Communications	\$34.32	0100-51210-403450	Qwest 406-652-8403 Stewart Park Batting Cages
09/09/2013	769117	Qwest Communications	\$45.56	1500-22250-403450	Qwest 406-655-0728 Fire Maintenance Shop
09/09/2013	769117	Qwest Communications	\$30.94	0100-51120-403450	Qwest 406-657-3014 Parks 3890 Stillwater
09/09/2013	769117	Qwest Communications	\$3,275.64	6060-19310-403450	Qwest 406-657-8377 Main System Centrex
09/09/2013	769117	Qwest Communications	\$95.82	6060-19310-403450	Qwest 406-657-3009 PUD Measured Lines 406-657-3009 406-247-8579
09/09/2013	769117	Qwest Communications	\$31.09	5210-15920-403450	Qwest 406-657-3054 Park 1 Elevator Phone
09/09/2013	769117	Qwest Communications	\$64.88	6060-19310-403450	Qwest BOC Measured Lines 406-252-3774 406-252-3789
09/09/2013	769117	Qwest Communications	\$1.25	2250-22320-403450	Qwest 406-255-9702 Comm Center E911 Backup Line 4 Reroute
09/09/2013	769117	Qwest Communications	\$42.30	5610-71190-403450	Aug 28, 2013 Bill Date. QTA Phone
09/09/2013	769117	Qwest Communications	\$30.94	5610-71100-403450	Qwest 406-245-1044 Airport Terminal Power M
09/09/2013	769117	Qwest Communications	\$46.85	5710-71470-403450	Qwest 406-245-1789 Transit STS
09/09/2013	769117	Qwest Communications	\$55.56	5410-31230-403450	Qwest 406-245-7193 Solid Waste Landfill
09/09/2013	769117	Qwest Communications	\$96.79	5410-31230-403450	Qwest 406-245-9820 Solid Waste Landfil
09/09/2013	769117	Qwest Communications	\$30.94	2110-31320-403450	Qwest 406-245-9906 PW Traffic Signal 4th 27
09/09/2013	769117	Qwest Communications	\$45.56	5610-71100-403450	Qwest 406-248-3068 Airport Ind Park Gate 9
09/09/2013	769117	Qwest Communications	\$66.86	6060-19310-403450	Qwest 406-248-9124 Met Measured Lines 406-248-9124 406-248-9179
09/09/2013	769117	Qwest Communications	\$64.07	6060-19310-403450	Qwest 406-248-3329 Airport Measured Lines 406-248-3329 406-248-9989
09/09/2013	769117	Qwest Communications	\$31.00	1500-21110-403450	Qwest 406-245-6600 Crime Prevention Alarm
09/09/2013	769121	Rimrock Tire Inc	\$105.95	2110-31320-402320	5-86049
09/09/2013	769121	Rimrock Tire Inc	\$15.50	2110-31320-402320	5-86052
09/09/2013	769121	Rimrock Tire Inc	\$273.90	2110-31320-402320	5-85794
09/09/2013	769121	Rimrock Tire Inc	\$41.28	2110-31320-402320	5-85806
09/09/2013	769121	Rimrock Tire Inc	\$1,118.89	1500-22260-402320	5-GS85787
09/09/2013	769121	Rimrock Tire Inc	\$29.76	2110-31320-402320	5-85825
09/09/2013	769121	Rimrock Tire Inc	\$39.06	2110-31320-402320	5-85826
09/09/2013	769121	Rimrock Tire Inc	\$39.06	2110-31320-402320	5-85831
09/09/2013	769121	Rimrock Tire Inc	\$24.95	6010-15530-402320	5-85840
09/09/2013	769121	Rimrock Tire Inc	\$77.90	2110-31320-402320	5-85940
09/09/2013	769121	Rimrock Tire Inc	\$30.82	1500-22260-402320	5-85942
09/09/2013	769121	Rimrock Tire Inc	\$33.28	2110-31320-402320	5-85943
09/09/2013	769121	Rimrock Tire Inc	\$17.16	2110-31320-402320	5-85983
09/09/2013	769121	Rimrock Tire Inc	\$360.38	2110-31320-402320	5-85989
09/09/2013	769121	Rimrock Tire Inc	\$134.46	2110-31320-402320	5-85996
09/09/2013	769121	Rimrock Tire Inc	\$1,096.66	2110-31320-402320	5-85997
09/09/2013	769121	Rimrock Tire Inc	\$105.80	2110-31320-402320	5-85998
09/09/2013	769121	Rimrock Tire Inc	\$41.28	2110-31320-402320	5-85863
09/09/2013	769121	Rimrock Tire Inc	\$65.14	1500-22260-402320	5-85899
09/09/2013	769121	Rimrock Tire Inc	\$6,197.60	2110-31320-402320	5-85919
09/09/2013	769121	Rimrock Tire Inc	\$3,173.30	2110-31320-402320	5-85922
09/09/2013	769128	Selbys	\$26,488.51	6700-31410-409480	Leica TS12 Robotic Total Station
09/09/2013	769132	Sletten Construcion Company	\$847,803.55	2030-15130-409224	Construction of the new Empire Garage
09/09/2013	769133	Snyder Industries	\$38,100.00	5410-31220-404270	150 - 300 Gal. Barrels
09/09/2013	769150	Toter Incorporated	\$33,084.48	5410-31220-404270	624 90-100 gallon barrels
09/09/2013	769151	Town & Country Supply Association	\$20,528.82	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293502
09/09/2013	769151	Town & Country Supply Association	\$28,451.55	5610-71180-402313	Invoice #109895
09/09/2013	769151	Town & Country Supply Association	\$441.28	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293498
09/09/2013	769151	Town & Country Supply Association	\$7,557.56	6010-00000-141714	BUS MET PO NUM 293530
09/09/2013	769151	Town & Country Supply Association	\$12,554.00	6010-00000-141000	111223 PO NUM 293579
09/09/2013	769164	Yellowstone Valley Elec	\$59.00	5120-84000-403410	Briarwood/O'Shea
09/09/2013	769164	Yellowstone Valley Elec	\$2,769.30	5020-74000-403410	Thomas Pump Station

Regular City Council Meeting

Meeting Date: 10/15/2013

TITLE: Payment of Claims September 16, 2013

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$903,574.56 have been audited and are presented for your approval for payment. A complete listing of the claims dated September 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 Report 9-16

Check Date	Check	Name	Amount	Account	Item Desc
09/16/2013	769168	Accent Print Shop Inc	\$2,650.95	5710-71410-403210	Print Student, ED & Regular passes
09/16/2013	769180	Big Sky Linen & Uniform	\$368.31	5020-73120-402260	Uniforms
09/16/2013	769180	Big Sky Linen & Uniform	\$57.69	5020-73140-402260	Uniforms
09/16/2013	769180	Big Sky Linen & Uniform	\$534.00	5020-74000-402260	Uniforms
09/16/2013	769180	Big Sky Linen & Uniform	\$241.10	5020-74000-402260	Uniforms
09/16/2013	769180	Big Sky Linen & Uniform	\$498.15	5020-75000-402260	Uniforms
09/16/2013	769180	Big Sky Linen & Uniform	\$17.75	5120-83140-402260	Uniforms
09/16/2013	769180	Big Sky Linen & Uniform	\$477.00	5120-84000-402260	Uniforms
09/16/2013	769180	Big Sky Linen & Uniform	\$241.10	5120-84300-402260	Uniforms
09/16/2013	769180	Big Sky Linen & Uniform	\$332.10	5120-85000-402260	Uniforms
09/16/2013	769182	Billings Gazette	\$999.42	0100-17500-403370	Human Resources- June/2013
09/16/2013	769182	Billings Gazette	\$1,900.96	5410-31220-403370	Human Resources- June/2013
09/16/2013	769182	Billings Gazette	\$2,179.82	5610-71100-403210	Human Resources- June/2013
09/16/2013	769187	Black Box Network Services	\$17,856.99	6200-19110-405370	Annual Nortel Avaya Equipment Maintenance 9/1/13-8/31/14
09/16/2013	769187	Black Box Network Services	\$19,629.89	6060-19310-403582	Semi-Annual Nortel Phone Maintenance
09/16/2013	769188	Bradford Roof Management, Inc.	\$2,000.00	5610-71170-403660	Invoice #2013 304. Leak repair and maintenance Billings Clinic East and West and Aero Interiors
09/16/2013	769188	Bradford Roof Management, Inc.	\$2,500.00	5610-71170-403660	Invoice #2013 304. Leak repair and maintenance Billings Clinic East and West and Aero Interiors
09/16/2013	769188	Bradford Roof Management, Inc.	\$499.00	5610-71170-403660	Invoice #2013 304. Leak repair and maintenance Billings Clinic East and West and Aero Interiors
09/16/2013	769193	Community Seven	\$22,396.75	0100-00000-229150	2nd Quarter 2013 Peg Fees agreement
09/16/2013	769197	County Water District Of Billings Heights	\$1,319.68	8720-51980-403420	Water charges for Uinta.
09/16/2013	769197	County Water District Of Billings Heights	\$16.95	0100-51120-403420	Water charges for Arrowhead.
09/16/2013	769197	County Water District Of Billings Heights	\$1,985.04	0100-51120-403420	Water charges for Hawthorne.
09/16/2013	769197	County Water District Of Billings Heights	\$1,987.59	8720-51980-403420	Water charges for Walden Grove.
09/16/2013	769197	County Water District Of Billings Heights	\$1,218.86	8720-51980-403420	Water charges for Frances.
09/16/2013	769197	County Water District Of Billings Heights	\$1,645.71	8720-51980-403420	Water charges for Luthern.
09/16/2013	769197	County Water District Of Billings Heights	\$2,082.82	0100-51120-403420	Water charges for Primrose.
09/16/2013	769197	County Water District Of Billings Heights	\$3,064.36	8720-51980-403420	Water charges for Twin Oaks.
09/16/2013	769197	County Water District Of Billings Heights	\$1,215.78	0100-51120-403420	Water charges for Arrowhead.
09/16/2013	769197	County Water District Of Billings Heights	\$1,035.35	8720-51980-403420	Water charges for Rolling Hills.
09/16/2013	769197	County Water District Of Billings Heights	\$231.43	0100-51120-403420	Water charges for Cleavenger.
09/16/2013	769206	Dixie Petro-Chem	\$2,752.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293576
09/16/2013	769207	Dowl Hkm	\$12,964.95	5030-75910-409340	WO 09-20 Rimrck Rd Forsythia Blvd to Shiloh Rd; CO#3 05/13/12
09/16/2013	769207	Dowl Hkm	\$1,021.31	4440-31650-409311	WO 09-20 Rimrck Rd Forsythia Blvd to Shiloh Rd; CO#3 05/13/12
09/16/2013	769207	Dowl Hkm	\$31,097.90	2050-31310-409310	WO 09-20 Rimrck Rd Forsythia Blvd to Shiloh Rd; CO#3 05/13/12
09/16/2013	769207	Dowl Hkm	\$17,838.81	5030-75910-409340	WO 13-01 2013 Sanitary Sewer & Water Replacement
09/16/2013	769207	Dowl Hkm	\$70,495.50	5130-85910-409340	WO 13-01 2013 Sanitary Sewer & Water Replacement
09/16/2013	769208	Downtown Billings BID, Inc.	\$4,380.64	7800-15750-407680	Paid July, distributed August 2013
09/16/2013	769214	Facts On File Inc	\$9,319.50	2600-55190-403381	Inv 225388
09/16/2013	769218	Fehr & Peers	\$6,544.57	2400-43010-407214	Inv 9. Project SE12-0274.00
09/16/2013	769220	Fremont Motors	\$27,292.40	9000-00000-229000	BD1212 - BID deposit refund for the City vehicle bid
09/16/2013	769222	Frontier Precision Inc	\$1,675.20	5020-75000-403660	GPS Trimble Hardware/Software renewals/warranties
09/16/2013	769222	Frontier Precision Inc	\$1,116.80	5120-85000-403660	GPS Trimble Hardware/Software renewals/warranties
09/16/2013	769228	Guardian Security Inc	\$6,242.60	2600-55120-403574	Invoice 996030
09/16/2013	769234	Homeword, Inc.	\$11,377.67	2890-65810-407224	Homeword grant reimbursement request #5
09/16/2013	769238	Ingram Library Services Inc.	\$14.16	2600-55190-403226	Inv 73201571
09/16/2013	769238	Ingram Library Services Inc.	\$17.67	2600-55190-403333	Inv 73201571
09/16/2013	769238	Ingram Library Services Inc.	\$78.98	2600-55190-403226	Inv 73201572
09/16/2013	769238	Ingram Library Services Inc.	\$56.95	2600-55190-403227	Inv 73201573
09/16/2013	769238	Ingram Library Services Inc.	\$181.26	2600-55190-403226	Inv 73201574
09/16/2013	769238	Ingram Library Services Inc.	\$15.90	2600-55190-403226	Inv 73201575
09/16/2013	769238	Ingram Library Services Inc.	\$15.34	2600-55190-403241	Inv 73201575
09/16/2013	769238	Ingram Library Services Inc.	\$34.51	2600-55190-403227	Inv 73201576
09/16/2013	769238	Ingram Library Services Inc.	\$301.50	2600-55190-403226	Inv 73201577
09/16/2013	769238	Ingram Library Services Inc.	\$130.22	2600-55190-403227	Inv 73201577
09/16/2013	769238	Ingram Library Services Inc.	\$105.23	2600-55190-403255	Inv 73201577
09/16/2013	769238	Ingram Library Services Inc.	\$382.63	2600-55190-403333	Inv 73201577
09/16/2013	769238	Ingram Library Services Inc.	\$5.99	2600-55190-403333	Inv 73201578
09/16/2013	769238	Ingram Library Services Inc.	\$8.24	2600-55190-403255	Inv 73222553
09/16/2013	769238	Ingram Library Services Inc.	\$24.00	2600-55190-403227	Inv 73222554
09/16/2013	769238	Ingram Library Services Inc.	\$27.47	2600-55190-403222	Inv 73222555
09/16/2013	769238	Ingram Library Services Inc.	\$45.08	2600-55190-403380	Inv 73222556
09/16/2013	769238	Ingram Library Services Inc.	\$7.99	2600-55190-403333	Inv 73222557
09/16/2013	769238	Ingram Library Services Inc.	\$13.74	2600-55190-403222	Inv 73222558
09/16/2013	769238	Ingram Library Services Inc.	\$109.92	2600-55190-403226	Inv 73222558
09/16/2013	769238	Ingram Library Services Inc.	\$75.92	2600-55190-403333	Inv 73222558
09/16/2013	769238	Ingram Library Services Inc.	\$15.95	2600-55190-403334	Inv 73222558
09/16/2013	769238	Ingram Library Services Inc.	\$253.94	2600-55190-403226	Inv 73222559
09/16/2013	769238	Ingram Library Services Inc.	\$56.26	2600-55190-403255	Inv 73222559

09/16/2013	769238	Ingram Library Services Inc.	\$519.64	2600-55190-403227	Inv 73222560
09/16/2013	769238	Ingram Library Services Inc.	\$98.93	2600-55190-403226	Inv 73222561
09/16/2013	769238	Ingram Library Services Inc.	\$203.16	2600-55190-403227	Inv 73222561
09/16/2013	769238	Ingram Library Services Inc.	\$27.73	2600-55190-403226	Inv 73222562
09/16/2013	769238	Ingram Library Services Inc.	\$43.66	2600-55190-403241	Inv 73222562
09/16/2013	769238	Ingram Library Services Inc.	\$515.70	2600-55190-403227	Inv 73222563
09/16/2013	769238	Ingram Library Services Inc.	\$27.44	2600-55190-403242	Inv 73222564
09/16/2013	769238	Ingram Library Services Inc.	\$14.99	2600-55190-403226	Inv 73287515
09/16/2013	769238	Ingram Library Services Inc.	\$21.99	2600-55190-403222	Inv 73287516
09/16/2013	769238	Ingram Library Services Inc.	\$30.66	2600-55190-403226	Inv 73287516
09/16/2013	769238	Ingram Library Services Inc.	\$39.62	2600-55190-403333	Inv 73287516
09/16/2013	769238	Ingram Library Services Inc.	\$47.90	2600-55190-403226	Inv 73287517
09/16/2013	769238	Ingram Library Services Inc.	\$316.28	2600-55190-403333	Inv 73287517
09/16/2013	769238	Ingram Library Services Inc.	\$15.33	2600-55190-403226	Inv 73287518
09/16/2013	769238	Ingram Library Services Inc.	\$133.66	2600-55190-403226	Inv 73287519
09/16/2013	769238	Ingram Library Services Inc.	\$24.89	2600-55190-403226	Inv 73287520
09/16/2013	769238	Ingram Library Services Inc.	\$35.98	2600-55190-403227	Inv 73287521
09/16/2013	769238	Ingram Library Services Inc.	\$15.93	2600-55190-403226	Inv 73287522
09/16/2013	769238	Ingram Library Services Inc.	\$675.00	2600-55110-407930	73287523
09/16/2013	769238	Ingram Library Services Inc.	-\$123.97	2600-55140-402280	Credit 73356498
09/16/2013	769238	Ingram Library Services Inc.	\$19.59	2600-55190-403333	Inv 73359606
09/16/2013	769238	Ingram Library Services Inc.	\$31.25	2600-55190-403226	Inv 73359607
09/16/2013	769238	Ingram Library Services Inc.	\$55.55	2600-55190-403226	Inv 73359608
09/16/2013	769238	Ingram Library Services Inc.	\$55.20	2600-55190-403227	Inv 73359608
09/16/2013	769238	Ingram Library Services Inc.	\$50.84	2600-55190-403226	Inv 73359609
09/16/2013	769238	Ingram Library Services Inc.	\$32.41	2600-55190-403241	Inv 73359609
09/16/2013	769238	Ingram Library Services Inc.	\$13.20	2600-55190-403227	Inv 73359610
09/16/2013	769238	Ingram Library Services Inc.	\$77.44	2600-55190-403227	Inv 73359611
09/16/2013	769238	Ingram Library Services Inc.	\$30.65	2600-55190-403333	Inv 73359611
09/16/2013	769238	Ingram Library Services Inc.	\$140.22	2600-55190-403222	Inv 73359612
09/16/2013	769238	Ingram Library Services Inc.	\$472.25	2600-55190-403226	Inv 73359612
09/16/2013	769238	Ingram Library Services Inc.	\$57.23	2600-55190-403255	Inv 73359612
09/16/2013	769238	Ingram Library Services Inc.	\$62.02	2600-55190-403333	Inv 73359612
09/16/2013	769238	Ingram Library Services Inc.	\$10.61	2600-55190-403255	Inv 73398256
09/16/2013	769238	Ingram Library Services Inc.	\$9.41	2600-55190-403333	Inv 73398256
09/16/2013	769239	Integrated Information Solutions Inc.	\$4,566.00	6200-19110-405370	Annual Hardward Maintenance 9406-520 Server SN 7054d
09/16/2013	769239	Integrated Information Solutions Inc.	\$3,970.00	6200-19110-405370	Annual Hardware and Software Maintenance 9407-M15 Server sn/4B5B2
09/16/2013	769245	Kirst Engineering	\$16,148.00	5120-84000-402450	Headworks Blower Replacement (WO12-46)
09/16/2013	769246	Knife River (JTL Group Inc.)	\$2,091.48	2110-31320-404710	asphalt used at 2nd & burlington
09/16/2013	769246	Knife River (JTL Group Inc.)	\$1,383.88	2110-31320-404710	asphalt used on South Sante Fe
09/16/2013	769246	Knife River (JTL Group Inc.)	\$2,401.20	2110-31320-404710	asphalt used on 1021 Burlington, 3599 grainger, 761 tabriz
09/16/2013	769246	Knife River (JTL Group Inc.)	\$2,655.82	2110-31320-404710	asphalt used at 38th west & grand ave
09/16/2013	769246	Knife River (JTL Group Inc.)	\$523.74	2110-31320-404710	asphalt used on 38th & grand
09/16/2013	769246	Knife River (JTL Group Inc.)	\$926.26	2110-31320-404710	asphalt used on Eldorado, ben Hogan, 602 S. 32nd
09/16/2013	769246	Knife River (JTL Group Inc.)	\$1,735.29	2110-31320-404520	1 1/2" crushed base used for gravel streets and alleys
09/16/2013	769249	KUB Water Resources	\$13,884.00	9000-00000-229000	BD1211 - BID bond refund for Wastewater chemicals
09/16/2013	769255	Mailing Technical Services	\$133.64	5210-15210-403110	parking - special inserts only
09/16/2013	769255	Mailing Technical Services	\$472.16	0100-15120-403110	Finance
09/16/2013	769255	Mailing Technical Services	\$4,081.45	6050-15150-403110	Postage Fund (weekly bills)
09/16/2013	769255	Mailing Technical Services	\$78.78	1500-21110-403110	Invoice 179460 - Evidence mailings
09/16/2013	769255	Mailing Technical Services	\$102.86	1500-21110-403110	Invoice 179092 - Evidence mailings
09/16/2013	769261	Montana Civil Contractors Inc	\$105,306.75	5440-00000-201100	WO 11-19 Landfill Phase 5 Expansion
09/16/2013	769264	Montana Municipal Interlocal Authority	\$24,417.31	6300-17530-407311	Deductible Recovery Invoice #813002
09/16/2013	769264	Montana Municipal Interlocal Authority	\$35,898.40	6300-17530-407311	July Deductible Recovery Invoice #713002
09/16/2013	769268	MT Waterworks	\$906.84	5120-85000-402380	Air/vac valve
09/16/2013	769268	MT Waterworks	\$165.78	5120-85000-404220	Nipple/valve
09/16/2013	769268	MT Waterworks	\$606.14	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293570
09/16/2013	769268	MT Waterworks	\$925.00	5020-00000-141000	SYSTEMS PO NUM 293570
09/16/2013	769271	Northwest Fuel Systems, Inc.	\$6,447.60	4120-71550-409250	Install Fuel Master Card Reader System and install new Electronic Register
09/16/2013	769272	NorthWestern Energy	\$991.23	5020-74000-403410	1699 High Sierra
09/16/2013	769272	NorthWestern Energy	\$12,011.96	2600-55120-403410	Electric Usage
09/16/2013	769272	NorthWestern Energy	\$1,640.84	0100-51270-403410	Monthly electrical charges.
09/16/2013	769272	NorthWestern Energy	\$269.96	0100-51120-403410	07931348
09/16/2013	769272	NorthWestern Energy	\$27.17	0100-51120-403410	11565272
09/16/2013	769272	NorthWestern Energy	\$0.70	8720-51980-403410	13127071
09/16/2013	769272	NorthWestern Energy	\$8.18	8720-51980-403410	15642093
09/16/2013	769272	NorthWestern Energy	\$12.70	2110-31320-403410	17389891
09/16/2013	769272	NorthWestern Energy	\$8.72	2110-31320-403410	20470183
09/16/2013	769273	NPC Research	\$7,299.60	7380-12640-403510	NPC Research August 2013
09/16/2013	769277	Public Utilities	\$176.60	8720-51980-403420	675778356
09/16/2013	769277	Public Utilities	\$594.16	8720-51980-403420	676233865
09/16/2013	769277	Public Utilities	\$2,929.42	8720-51980-403420	676393901

09/16/2013	769277	Public Utilities	\$3,530.02	8720-51980-403420	676413853
09/16/2013	769277	Public Utilities	\$14,129.08	8720-51980-403420	676433910
09/16/2013	769277	Public Utilities	\$990.48	8720-51980-403420	676454062
09/16/2013	769277	Public Utilities	\$8,094.48	8720-51980-403420	676473935
09/16/2013	769277	Public Utilities	\$4,061.88	8720-51980-403420	676497694
09/16/2013	769277	Public Utilities	\$3,534.14	8720-51980-403420	676513943
09/16/2013	769277	Public Utilities	\$345.34	8720-51980-403420	676533868
09/16/2013	769277	Public Utilities	\$244.19	8720-51980-403420	676554066
09/16/2013	769277	Public Utilities	\$1,013.22	8720-51980-403420	676574011
09/16/2013	769277	Public Utilities	\$551.26	8720-51980-403420	676594010
09/16/2013	769277	Public Utilities	\$541.63	8720-51980-403420	676614077
09/16/2013	769277	Public Utilities	\$10,056.68	8720-51980-403420	676654097
09/16/2013	769277	Public Utilities	\$2,014.22	8720-51980-403420	676754063
09/16/2013	769277	Public Utilities	\$16,309.87	5610-71100-403420	68407759
09/16/2013	769277	Public Utilities	\$2,046.94	8720-51980-403420	8992912649100
09/16/2013	769277	Public Utilities	\$233.80	8720-51980-403420	899739343
09/16/2013	769277	Public Utilities	\$1,413.62	8720-51980-403420	904059154
09/16/2013	769277	Public Utilities	\$1,397.82	8720-51980-403420	10697714654
09/16/2013	769277	Public Utilities	\$6,308.34	8720-51980-403420	1142018810
09/16/2013	769277	Public Utilities	\$46.85	8720-51980-403420	11460717358
09/16/2013	769277	Public Utilities	\$927.42	8720-51980-403420	12051919090
09/16/2013	769277	Public Utilities	\$233.80	8720-51980-403420	13264320441
09/16/2013	769277	Public Utilities	\$9.67	5120-85000-403420	13670319854
09/16/2013	769277	Public Utilities	\$1,646.64	8720-51980-403420	15273330304
09/16/2013	769277	Public Utilities	\$302.89	6500-15660-403420	106989-12385
09/16/2013	769277	Public Utilities	\$64.85	5210-15920-403420	4975819
09/16/2013	769277	Public Utilities	\$161.25	8720-51980-403420	11139217
09/16/2013	769277	Public Utilities	\$259.72	5210-15910-403420	22414454
09/16/2013	769277	Public Utilities	\$25.02	5210-15910-403420	22434115
09/16/2013	769277	Public Utilities	\$270.98	8720-51980-403420	676814300
09/16/2013	769277	Public Utilities	\$87.94	8720-51980-403420	6768310079100
09/16/2013	769277	Public Utilities	\$53.62	8720-51980-403420	676853944
09/16/2013	769277	Public Utilities	\$110.82	8720-51980-403420	676893237
09/16/2013	769277	Public Utilities	\$507.31	8720-51980-403420	904979321
09/16/2013	769277	Public Utilities	\$112.63	8720-51980-403420	10797511406
09/16/2013	769277	Public Utilities	\$9.67	8720-51980-403420	10797712729
09/16/2013	769277	Public Utilities	\$12.53	8720-51980-403420	13578527227
09/16/2013	769278	Public Works-Administration	\$5,750.20	5050-75150-403671	PWU August Engineering Permits - WSRP
09/16/2013	769278	Public Works-Administration	\$720.00	5020-75000-403680	PWU August Engineering Permits - Water main Repairs
09/16/2013	769280	Rimrock Foundation	\$863.05	7380-12640-403990	IOP Counselor
09/16/2013	769280	Rimrock Foundation	\$2,912.73	7380-12640-403590	IOP Counselor NS
09/16/2013	769280	Rimrock Foundation	\$2,414.48	7380-12640-403990	SAMHSA IOP Case Manager OS
09/16/2013	769280	Rimrock Foundation	\$3,957.90	7380-12640-403990	SAMHSA Day Treatment Counselor OS
09/16/2013	769280	Rimrock Foundation	\$3,955.88	7380-12640-403590	SAMHSA IOP NS
09/16/2013	769280	Rimrock Foundation	\$3,560.80	7380-12640-403590	SAMHSA IOP NS
09/16/2013	769287	Source 1 Environmental LLC	\$3,414.00	5120-85000-402410	Trenchless fusion tools
09/16/2013	769290	Square One Cabinets	\$6,022.22	0100-43210-403900	I14-004642 Casework for the Planning Department at Miller Building, 2825 3rd Ave N, 4th Floor.
09/16/2013	769290	Square One Cabinets	\$18,772.57	2090-44510-403900	I14-004642 Casework for the Planning Department at Miller Building, 2825 3rd Ave N, 4th Floor.
09/16/2013	769290	Square One Cabinets	\$13,706.31	2400-43010-403900	I14-004642 Casework for the Planning Department at Miller Building, 2825 3rd Ave N, 4th Floor.
09/16/2013	769291	St Vincent Occupational Health	\$1,470.00	0100-17500-403572	Inv. #39327 August 2013 drug testing/on-site nursing & DOT physicals
09/16/2013	769291	St Vincent Occupational Health	\$70.00	0100-51120-403510	Inv. #39327 August 2013 drug testing/on-site nursing & DOT physicals
09/16/2013	769291	St Vincent Occupational Health	\$721.18	1500-21120-403510	Inv. #39327 August 2013 drug testing/on-site nursing & DOT physicals
09/16/2013	769291	St Vincent Occupational Health	\$210.00	2110-31320-403510	Inv. #39327 August 2013 drug testing/on-site nursing & DOT physicals
09/16/2013	769291	St Vincent Occupational Health	\$210.00	5020-75000-403510	Inv. #39327 August 2013 drug testing/on-site nursing & DOT physicals
09/16/2013	769291	St Vincent Occupational Health	\$140.00	5120-85000-403510	Inv. #39327 August 2013 drug testing/on-site nursing & DOT physicals
09/16/2013	769291	St Vincent Occupational Health	\$140.00	5410-31230-403510	Inv. #39327 August 2013 drug testing/on-site nursing & DOT physicals
09/16/2013	769291	St Vincent Occupational Health	\$193.75	5610-71120-403510	Inv. #39327 August 2013 drug testing/on-site nursing & DOT physicals
09/16/2013	769291	St Vincent Occupational Health	\$280.00	5710-71420-403510	Inv. #39327 August 2013 drug testing/on-site nursing & DOT physicals
09/16/2013	769291	St Vincent Occupational Health	\$70.00	5710-71470-403510	Inv. #39327 August 2013 drug testing/on-site nursing & DOT physicals
09/16/2013	769291	St Vincent Occupational Health	\$510.00	6270-17520-405160	Inv. #39327 August 2013 drug testing/on-site nursing & DOT physicals
09/16/2013	769295	Taisei Techno America Inc	\$13,500.00	2110-31320-409250	Wind turbine for flashing school light

09/16/2013	769296	TFR Construction	\$4,000.00	8730-51990-403690	Barricade rock for Swords Park.
09/16/2013	769298	Tire-Rama	\$587.80	1500-21120-402320	1050220108
09/16/2013	769298	Tire-Rama	-\$67.80	1500-21120-402320	1050220491
09/16/2013	769298	Tire-Rama	-\$60.00	1500-21120-402320	1050220575
09/16/2013	769298	Tire-Rama	\$1,135.00	5410-31220-402390	our recaps from plant
09/16/2013	769298	Tire-Rama	\$1,374.75	5410-31220-402390	our recaps from plant
09/16/2013	769298	Tire-Rama	\$1,000.00	5410-31220-402390	tire repairs
09/16/2013	769298	Tire-Rama	\$97.45	5210-15220-402390	New tire for enforcement vehicle.
09/16/2013	769298	Tire-Rama	\$1,452.50	5410-31220-402390	repairs and recaps from plant
09/16/2013	769298	Tire-Rama	\$1,349.00	5410-31220-402390	repairs and recaps
09/16/2013	769298	Tire-Rama	\$687.00	5410-31220-402390	recaps from plant
09/16/2013	769298	Tire-Rama	\$182.28	5410-31220-402390	new tire for trailer we borrowed from parks dept
09/16/2013	769298	Tire-Rama	\$2,803.14	5410-31220-402390	new steer tires
09/16/2013	769298	Tire-Rama	\$1,211.36	5410-31220-402390	tag tires for waste trucks
09/16/2013	769298	Tire-Rama	\$15.00	2110-31320-402320	1050219799
09/16/2013	769298	Tire-Rama	\$1,386.00	5410-31220-402390	our recaps from plant
09/16/2013	769298	Tire-Rama	\$1,350.50	5410-31220-402390	our recaps from plant
09/16/2013	769298	Tire-Rama	\$1,492.00	5410-31220-402390	our recaps from plant
09/16/2013	769298	Tire-Rama	\$1,439.50	5410-31220-402390	our recaps from plant
09/16/2013	769298	Tire-Rama	\$774.96	5410-31220-402390	sw company truck tires unit#021
09/16/2013	769302	Town & Country Supply Association	\$31,297.84	6010-00000-141000	104338 PO NUM 293593
09/16/2013	769302	Town & Country Supply Association	\$15,658.13	6010-00000-141714	BUS MET PO NUM 293640
09/16/2013	769302	Town & Country Supply Association	\$15,661.26	6010-00000-141714	BUS MET PO NUM 293641
09/16/2013	769304	Tractor & Equipment Co.	\$1,888.72	5410-31230-402320	filters for landfill equipment
09/16/2013	769304	Tractor & Equipment Co.	\$512.13	5410-31220-402320	7450365
09/16/2013	769304	Tractor & Equipment Co.	\$321.81	2110-31320-402320	7452151
09/16/2013	769311	Valmont Industries Inc	\$1,967.00	2110-00000-141318	STREET LIGHTS PO NUM 292986
09/16/2013	769311	Valmont Industries Inc	\$1,174.00	2110-00000-141318	STREET LIGHTS PO NUM 292987
09/16/2013	769312	Van Arsdale Construction	\$12,226.50	4280-65900-403900	Remodeling on new office space
09/16/2013	769313	Vermont Systems Inc	\$225.00	0100-51210-403665	RecTrac training for staff.
09/16/2013	769313	Vermont Systems Inc	\$4,505.35	0100-51210-403665	Installation and training of RecTrac software.
09/16/2013	769319	Yellowstone County Finance Dpt	\$15,300.00	1500-21110-403590	Prisoner Billing for Month Ending August 2013
09/16/2013	769320	Yellowstone County Treasurer	\$3,024.00	0100-12200-403450	City Court - FY14 Video Conference Fee

Regular City Council Meeting

Meeting Date: 10/15/2013

TITLE: Payment of Claims September 23, 2013

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$2,926,167 have been audited and are presented for your approval for payment. A complete listing of the claims dated September 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

Council Reports 9-23

Check Date	Check	Name	Amount	Account	Item Desc
09/23/2013	769323	A & E Architects, PC	\$22,820.00	5030-74910-409390	WO 12-42 WTP Laboratory Renovation
09/23/2013	769324	Accent Air & Mech Inc.	\$14,830.20	5610-71170-403660	Invoice #13-3561, Emergency purchase of 5 ton & 7.5 ton rooftop units for IP-9 damaged in Sept. 3, 2013 storm
09/23/2013	769330	American Title & Escrow	\$4,700.00	2980-65560-407275	MHR-ESCROW-NILSEN-19 CAVALIER
09/23/2013	769333	Archie Cochrane	\$9.00	1500-21120-402320	5109503
09/23/2013	769333	Archie Cochrane	\$345.91	5020-73120-402320	5109705
09/23/2013	769333	Archie Cochrane	\$237.66	1500-21120-402320	5109964
09/23/2013	769333	Archie Cochrane	\$88.94	1500-21120-402320	5109967
09/23/2013	769333	Archie Cochrane	\$11.90	1500-21120-402320	5110093
09/23/2013	769333	Archie Cochrane	\$8.72	1500-21120-402320	5110098
09/23/2013	769333	Archie Cochrane	\$3,936.44	1500-21120-402320	5110177
09/23/2013	769333	Archie Cochrane	\$332.40	5710-71470-402320	5109468
09/23/2013	769333	Archie Cochrane	\$60.47	5710-71470-402320	5109489
09/23/2013	769333	Archie Cochrane	\$3.76	5710-71470-402320	5109512
09/23/2013	769333	Archie Cochrane	-\$100.00	5710-71470-402320	5109516
09/23/2013	769338	Bradford Roof Management, Inc.	\$4,999.00	5610-71120-403660	Invoice #2013 306. Repair 4 roof sections main airport terminal - 4 entry canopies.
09/23/2013	769340	Business Tax Section	\$284.10	6200-19110-409480	PO13-000390 C&L Services, Inc. Business Tax Condit to 911 Center
09/23/2013	769340	Business Tax Section	\$42.24	5030-74910-409390	WO 10-08 WTP Clearwell No.1 Roof Replc; CO#1 Apprvd 05/11/12
09/23/2013	769340	Business Tax Section	\$65.13	4120-71550-409250	1% Business Tax for Northwest Fuel Systems for Fuel Master Card Reader System
09/23/2013	769340	Business Tax Section	\$8,004.20	4980-55110-409220	Construction of new Library, demolition of existing building & site development features
09/23/2013	769340	Business Tax Section	\$2,615.69	4210-85930-409340	WO 12-05 Five Mile Lift Station
09/23/2013	769340	Business Tax Section	\$3.51	4210-85930-409340	WO 12-05 Five Mile Lift Station; CO#1 07/09/13
09/23/2013	769340	Business Tax Section	\$196.30	4440-31650-409311	WO 09-20 Rimrock Road Forsythia to Shiloh
09/23/2013	769340	Business Tax Section	\$2,835.39	5030-75910-409340	WO 09-20 Rimrock Road Forsythia to Shiloh
09/23/2013	769340	Business Tax Section	\$4,639.36	8450-31860-409310	WO 09-20 Rimrock Road Forsythia to Shiloh
09/23/2013	769340	Business Tax Section	\$139.61	2050-31310-409310	WO 09-20 Rimrock Road Forsythia to Shiloh; CO#1 05/28/13
09/23/2013	769340	Business Tax Section	\$3.89	2050-31310-409310	WO 09-20 Rimrock Road Forsythia to Shiloh; CO#2 08/12/13
09/23/2013	769340	Business Tax Section	\$6,729.03	2050-31310-409390	WO 13-03 2013 Street Maintenance - Chip Seal Sch2
09/23/2013	769340	Business Tax Section	\$446.81	4050-71250-409697	Invoice #13-000308-4. Cargo Ramp Slot Four Expansion - Federal
09/23/2013	769340	Business Tax Section	\$49.64	4050-71250-409698	Invoice #13-000308-4. Cargo Ramp Slot Four Expansion - Local
09/23/2013	769340	Business Tax Section	\$149.80	5610-71170-403660	Invoice #13-3561. Invoice #13-3561, Emergency purchase of 5 ton & 7.5 ton rooftop units for IP-9 damaged in Sept. 3, 2013 storm
09/23/2013	769341	C & L Service Inc	\$28,125.75	6200-19110-409480	9-1-1 Fiber Project
09/23/2013	769356	Dixie Petro-Chem	\$2,752.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293636
09/23/2013	769360	Ennis Paint Inc.	\$11,267.00	2110-31320-402340	white paint totes
09/23/2013	769360	Ennis Paint Inc.	\$5,962.08	2110-31320-402340	white paint in 5 gallon buckets
09/23/2013	769360	Ennis Paint Inc.	\$19,633.25	2110-31320-402340	yellow paint in totes
09/23/2013	769370	Great West Engineering, Inc	\$12,412.58	5440-31230-409390	WO 11-19 Landfill Phase 5 Expansion
09/23/2013	769370	Great West Engineering, Inc	\$10,733.92	5440-31230-409390	WO 12-29 Solid Waste Management Plan
09/23/2013	769372	Hardy Construction Co.	\$4,181.76	5030-74910-409390	WO 10-08 WTP Clearwell No.1 Roof Replc; CO#1 Apprvd 05/11/12
09/23/2013	769374	HDR, Inc.	\$34,505.37	5120-82110-403540	WO 12-15 IWPI WWTF Plan
09/23/2013	769374	HDR, Inc.	\$1,882.06	5030-74910-409390	WO 12-44 WTP High Srvc Pump H2-3
09/23/2013	769374	HDR, Inc.	\$1,894.99	5020-72110-403540	DRINKING WATER SOURCE STUDY
09/23/2013	769374	HDR, Inc.	\$1,063.83	5030-74910-409390	WO 12-45 3 MG Staples Reservoir Liner
09/23/2013	769379	Iaff	\$4,444.20	9000-00000-209920	Payroll Summary
09/23/2013	769380	IBM Corporation	\$2,195.00	1500-21500-403553	IBM Annual Maintenance Police EXP 3000 & DS3400 Network Storage Controller and Expansion Unit SN 13K023B SN 13K02A6
09/23/2013	769380	IBM Corporation	\$1,115.40	5020-73110-403630	IBM Annual Maintenance PUD (2 servers 1 Tape Drive) PWU-W8SRV1, PWU-W3SRV5 , TS 2900 Tape Drive SN KQAHGKM, SN KQFVWZM SN 6804435 60% 40%
09/23/2013	769380	IBM Corporation	\$743.60	5120-83110-403630	IBM Annual Maintenance PUD (2 servers 1 Tape Drive) PWU-W8SRV1, PWU-W3SRV5 , TS 2900 Tape Drive SN KQAHGKM, SN KQFVWZM SN 6804435 60% 40%
09/23/2013	769380	IBM Corporation	\$236.25	6600-31100-403660	IBM Annual Maintenance PWA-W3K01 SN KQAVKXA 60% 40%

09/23/2013	769380	IBM Corporation	\$708.75	6700-31410-403660	IBM Annual Maintenance PWA-W3K01 SN KQAVKXA 60% 40%
09/23/2013	769380	IBM Corporation	\$1,533.00	6200-19110-405370	IBM Annual Maintenance IT GIS Server SN KQYNB69 TS2900 Tape Drive SN 6802785 & SN QGBHDG
09/23/2013	769381	Ingram Library Services Inc.	\$66.08	2600-55190-403226	Inv 73558495
09/23/2013	769381	Ingram Library Services Inc.	\$56.97	2600-55190-403227	Inv 73558495
09/23/2013	769381	Ingram Library Services Inc.	\$46.04	2600-55190-403333	Inv 73558495
09/23/2013	769381	Ingram Library Services Inc.	\$26.99	2600-55190-403222	Inv 73558496
09/23/2013	769381	Ingram Library Services Inc.	\$17.81	2600-55190-403333	Inv 73558496
09/23/2013	769381	Ingram Library Services Inc.	\$31.23	2600-55190-403226	Inv 73558497
09/23/2013	769381	Ingram Library Services Inc.	\$14.97	2600-55190-403227	Inv 73558498
09/23/2013	769381	Ingram Library Services Inc.	\$15.33	2600-55190-403226	Inv 73558499
09/23/2013	769381	Ingram Library Services Inc.	\$45.63	2600-55190-403226	Inv 73558500
09/23/2013	769381	Ingram Library Services Inc.	\$11.97	2600-55190-403227	Inv 73558501
09/23/2013	769381	Ingram Library Services Inc.	\$18.38	2600-55190-403333	Inv 73558502
09/23/2013	769381	Ingram Library Services Inc.	\$21.82	2600-55190-403255	Inv 73558503
09/23/2013	769381	Ingram Library Services Inc.	\$258.92	2600-55190-403242	Inv 73558504
09/23/2013	769381	Ingram Library Services Inc.	\$71.50	2600-55190-403222	Inv 73558505
09/23/2013	769381	Ingram Library Services Inc.	\$316.14	2600-55190-403226	Inv 73558505
09/23/2013	769381	Ingram Library Services Inc.	\$481.04	2600-55190-403227	Inv 73558505
09/23/2013	769381	Ingram Library Services Inc.	\$97.85	2600-55190-403255	Inv 73558505
09/23/2013	769381	Ingram Library Services Inc.	\$53.87	2600-55190-403333	Inv 73558505
09/23/2013	769381	Ingram Library Services Inc.	\$14.99	2600-55190-403227	Inv 73609638
09/23/2013	769381	Ingram Library Services Inc.	\$9.41	2600-55190-403333	Inv 73609638
09/23/2013	769381	Ingram Library Services Inc.	\$10.02	2600-55190-403333	Inv 73609639
09/23/2013	769381	Ingram Library Services Inc.	\$85.50	2600-55190-403222	Inv 73647870
09/23/2013	769381	Ingram Library Services Inc.	\$18.12	2600-55190-403222	Inv 73647871
09/23/2013	769381	Ingram Library Services Inc.	\$76.36	2600-55190-403227	Inv 73647872
09/23/2013	769381	Ingram Library Services Inc.	\$74.25	2600-55190-403227	Inv 73647873
09/23/2013	769381	Ingram Library Services Inc.	\$110.26	2600-55190-403226	Invoice 73647874
09/23/2013	769381	Ingram Library Services Inc.	\$103.31	2600-55190-403227	Invoice 73647874
09/23/2013	769381	Ingram Library Services Inc.	\$10.11	2600-55190-403255	Invoice 73647874
09/23/2013	769381	Ingram Library Services Inc.	\$87.96	2600-55190-403333	Invoice 73647874
09/23/2013	769381	Ingram Library Services Inc.	\$109.26	2600-55190-403226	Inv 73647875
09/23/2013	769381	Ingram Library Services Inc.	\$10.61	2600-55190-403255	Inv 73647875
09/23/2013	769381	Ingram Library Services Inc.	\$4.19	2600-55190-403333	Inv 73647875
09/23/2013	769381	Ingram Library Services Inc.	\$174.76	2600-55190-403242	Inv 73647876
09/23/2013	769381	Ingram Library Services Inc.	\$10.97	2600-55190-403222	Inv 73647877
09/23/2013	769381	Ingram Library Services Inc.	\$16.47	2600-55190-403242	Inv 73647878
09/23/2013	769382	Integrated Information Solutions Inc.	\$3,499.00	6200-19110-405370	Annual Software Maintenance 9406-520 SN7054d
09/23/2013	769384	Interstate Power Systems, Inc.	\$16,264.15	5710-71440-402320	AUTO & TRUCK MAINT.ITEMS
09/23/2013	769385	Jackson Contractor Group Inc	\$792,415.80	4980-55110-409220	Construction of new Library, demolition of existing building & site development features.
09/23/2013	769389	Jims Electric Service	\$2,925.00	5020-74000-402450	Pump motor
09/23/2013	769398	Knife River (JTL Group Inc.)	\$44,233.78	4050-71250-409697	Invoice #13-000307-4. Cargo Ramp Slot Four Expansion - Federal Share
09/23/2013	769398	Knife River (JTL Group Inc.)	\$4,914.86	4050-71250-409698	Invoice #13-000307-4. Cargo Ramp Slot Four Expansion - Local Share
09/23/2013	769398	Knife River (JTL Group Inc.)	\$19,433.69	4440-31650-409311	WO 09-20 Rimrock Road Forsythia to Shiloh
09/23/2013	769398	Knife River (JTL Group Inc.)	\$280,703.45	5030-75910-409340	WO 09-20 Rimrock Road Forsythia to Shiloh
09/23/2013	769398	Knife River (JTL Group Inc.)	\$459,296.26	8450-31860-409310	WO 09-20 Rimrock Road Forsythia to Shiloh
09/23/2013	769398	Knife River (JTL Group Inc.)	\$13,821.19	2050-31310-409310	WO 09-20 Rimrock Road Forsythia to Shiloh; CO#1 05/28/13
09/23/2013	769398	Knife River (JTL Group Inc.)	\$385.31	2050-31310-409310	WO 09-20 Rimrock Road Forsythia to Shiloh; CO#2 08/12/13.
09/23/2013	769398	Knife River (JTL Group Inc.)	\$2,436.00	2110-31320-404710	asphalt used on 17th st w & colton and on 54th St west
09/23/2013	769398	Knife River (JTL Group Inc.)	\$2,797.92	2110-31320-404710	asphalt used on 54th St west and on N23rd & Montana
09/23/2013	769398	Knife River (JTL Group Inc.)	\$1,695.92	2110-31320-404710	asphalt used on 23rd & Montana and also used on 54th St west
09/23/2013	769398	Knife River (JTL Group Inc.)	\$666,173.87	2050-31310-409390	WO 13-03 2013 Street Maintenance - Chip Seal Sch2
09/23/2013	769412	Montana CSED	\$3,695.08	9000-00000-209926	Payroll Summary
09/23/2013	769416	Montana State Fireman's Assoc	\$3,231.72	9000-00000-209924	Payroll Summary
09/23/2013	769417	Morrison Maierle Inc	\$20,322.41	5020-72110-403540	WO 12-16 IWPI Water Distribution System Study
09/23/2013	769417	Morrison Maierle Inc	\$33,287.42	4210-85930-409340	WO1205 5-Mile Creek Lift Station; CO#1 apprvd by CC 04/23/12
09/23/2013	769417	Morrison Maierle Inc	\$6,552.10	4050-71250-409697	Invoice #13-000262. Cargo Ramp Slot 4 CA - Federal Share
09/23/2013	769417	Morrison Maierle Inc	\$728.01	4050-71250-409698	Invoice #131364. Cargo Ramp Slot 4 CA - Local Share
09/23/2013	769422	MPPA Montana Police Protective Association	\$2,505.73	9000-00000-209923	Payroll Summary
09/23/2013	769425	NorthWestern Energy	\$7.97	0100-51120-403410	09789173
09/23/2013	769425	NorthWestern Energy	\$207.05	5120-85000-403410	822 Shiloh Crossing

09/23/2013	769425	NorthWestern Energy	\$6.95	4280-65900-409180	502 S 33rd Street (Irma House) HOME Program 9/4/13 Electric Bill
09/23/2013	769425	NorthWestern Energy	\$156.94	5120-85000-403410	62nd St West @ Ironwood
09/23/2013	769425	NorthWestern Energy	\$2,861.96	5710-71430-403410	Electricity for Metroplex 07/25/13 to 08/23/13
09/23/2013	769425	NorthWestern Energy	\$16.79	1500-22210-403410	07125321
09/23/2013	769425	NorthWestern Energy	\$142.19	0100-51220-403410	07125362
09/23/2013	769425	NorthWestern Energy	\$872.48	0100-51410-403410	07125388
09/23/2013	769425	NorthWestern Energy	\$257.95	5710-71430-403410	07192255
09/23/2013	769425	NorthWestern Energy	\$441.99	1500-22210-403410	07208176
09/23/2013	769425	NorthWestern Energy	\$32.93	0100-51220-403410	07208184
09/23/2013	769425	NorthWestern Energy	\$2,058.59	0100-51260-403410	07208218
09/23/2013	769425	NorthWestern Energy	\$11,027.06	5020-74000-403410	07222649
09/23/2013	769425	NorthWestern Energy	\$1,725.75	0100-51120-403410	07222870
09/23/2013	769425	NorthWestern Energy	\$1,011.18	0100-51120-403410	07230451
09/23/2013	769425	NorthWestern Energy	\$7.40	5020-74000-403410	07230592
09/23/2013	769425	NorthWestern Energy	\$63.20	0100-51120-403410	08134892
09/23/2013	769425	NorthWestern Energy	\$7.62	2110-31320-403410	08554040
09/23/2013	769425	NorthWestern Energy	\$8.39	8720-51980-403410	08814550
09/23/2013	769425	NorthWestern Energy	\$81.61	8720-51980-403410	10458131
09/23/2013	769425	NorthWestern Energy	\$44.20	5020-74000-403410	11608072
09/23/2013	769425	NorthWestern Energy	\$1,664.68	1500-21710-403410	11834835
09/23/2013	769425	NorthWestern Energy	\$7.83	0100-51120-403410	12422226
09/23/2013	769425	NorthWestern Energy	\$74.72	0100-51120-403410	12488631
09/23/2013	769425	NorthWestern Energy	\$51.72	5020-74000-403410	13466735
09/23/2013	769425	NorthWestern Energy	\$8.50	8720-51980-403410	15143886
09/23/2013	769425	NorthWestern Energy	\$19.45	5210-15240-403410	15696313
09/23/2013	769425	NorthWestern Energy	\$7.40	0100-51120-403410	15882624
09/23/2013	769425	NorthWestern Energy	\$0.20	2110-31320-403410	17403577
09/23/2013	769425	NorthWestern Energy	\$0.51	2110-31320-403410	17488966
09/23/2013	769425	NorthWestern Energy	\$38.12	0100-51120-403410	18366666
09/23/2013	769425	NorthWestern Energy	\$62.84	0100-51120-403410	18494088
09/23/2013	769425	NorthWestern Energy	\$12.92	5020-74000-403410	18672659
09/23/2013	769425	NorthWestern Energy	\$50.89	0100-51120-403410	19049444
09/23/2013	769425	NorthWestern Energy	\$20.89	0100-51120-403410	19412436
09/23/2013	769425	NorthWestern Energy	\$1.00	8720-51980-403410	19486679
09/23/2013	769425	NorthWestern Energy	\$6.42	8720-51980-403410	20558177
09/23/2013	769426	O2 Architects	\$143.90	0100-43210-403900	I14-004847 O2A Remaining contract balance on Planning & Community Services office relocation project.
09/23/2013	769426	O2 Architects	\$448.58	2090-44510-403900	I14-004847 O2A Remaining contract balance on Planning & Community Services office relocation project.
09/23/2013	769426	O2 Architects	\$327.52	2400-43010-403900	I14-004847 O2A Remaining contract balance on Planning & Community Services office relocation project.
09/23/2013	769426	O2 Architects	\$681.90	0100-43210-403900	I14-004833 O2A invoice 4082 dated 7/10/13 for 39 hours regarding construction documents for project manager. Miller Building renovation for Planning & Community Services.
09/23/2013	769426	O2 Architects	\$2,125.64	2090-44510-403900	I14-004833 O2A invoice 4082 dated 7/10/13 for 39 hours regarding construction documents for project manager. Miller Building renovation for Planning & Community Services.
09/23/2013	769426	O2 Architects	\$1,551.98	2400-43010-403900	I14-004833 O2A invoice 4082 dated 7/10/13 for 39 hours regarding construction documents for project manager. Miller Building renovation for Planning & Community Services.
09/23/2013	769426	O2 Architects	\$466.91	0100-43210-403900	I14-004834 O2A invoice 4092 regarding 9.5 hours, project manager and 26.5 hours, Architect. Planning & Community Services renovation at Miller Building.
09/23/2013	769426	O2 Architects	\$1,455.44	2090-44510-403900	I14-004834 O2A invoice 4092 regarding 9.5 hours, project manager and 26.5 hours, Architect. Planning & Community Services renovation at Miller Building.
09/23/2013	769426	O2 Architects	\$1,062.65	2400-43010-403900	I14-004834 O2A invoice 4092 regarding 9.5 hours, project manager and 26.5 hours, Architect. Planning & Community Services renovation at Miller Building.
09/23/2013	769428	One Eighty Communications	\$40.60	5610-71100-403450	Airport 2948370 Airport Alarm
09/23/2013	769428	One Eighty Communications	\$3,849.51	6060-19310-403450	Main Bill Acct 00001906
09/23/2013	769428	One Eighty Communications	\$248.91	6060-19310-403450	Main Bill T-1 Account 00018768
09/23/2013	769428	One Eighty Communications	\$39.00	1500-21110-403450	CPC line 247-8592 Account 00018768
09/23/2013	769428	One Eighty Communications	\$46.00	0100-51120-403450	Dehler Park line 867-7275
09/23/2013	769428	One Eighty Communications	\$326.56	6600-31100-403450	Depot 60% 6700 31410 403450 Depot 40% 6600 31100 403450

09/23/2013	769428	One Eighty Communications	\$489.86	6700-31410-403450	Depot 60% 6700 31410 403450 Depot 40% 6600 31100 403450
09/23/2013	769428	One Eighty Communications	\$980.00	2600-55180-403590	Library Internet Connection Account 00001906
09/23/2013	769428	One Eighty Communications	\$79.95	6200-19110-403452	IT Internet Connection
09/23/2013	769428	One Eighty Communications	\$2.50	1500-22250-403450	Comm Center Long Distance Charges
09/23/2013	769428	One Eighty Communications	\$126.00	2990-65010-403450	Community Development Services FAX 406-294-7595 Account 00018768
09/23/2013	769428	One Eighty Communications	\$93.29	2090-44510-403450	Building FAX 406-657-8252 Account 0018768
09/23/2013	769428	One Eighty Communications	\$94.55	2400-43010-403450	Planning FAX 406-657-8327 Account 00018768
09/23/2013	769435	Qwest Communications	\$61.16	2250-22320-403450	Qwest 406-245-2296 911 Qwest
09/23/2013	769435	Qwest Communications	\$45.65	2250-22320-403450	Qwest 406-245-3107 911 Qwest
09/23/2013	769435	Qwest Communications	\$45.65	2250-22320-403450	Qwest 406-245-3108 911 Qwest
09/23/2013	769435	Qwest Communications	\$39.44	5020-74000-403450	Qwest 406-245-3659 PUD Alarm Water Tower
09/23/2013	769435	Qwest Communications	\$45.66	5610-71100-403450	Qwest 406-245-5834 Airport Alarm
09/23/2013	769435	Qwest Communications	\$39.44	2600-55120-403450	Qwest 406-245-7337 Library Alarm CKT
09/23/2013	769435	Qwest Communications	\$119.32	1500-22250-403450	Qwest 406-245-7469 Fire
09/23/2013	769435	Qwest Communications	\$45.66	1500-21110-403450	Qwest 406-245-7481 Police
09/23/2013	769435	Qwest Communications	\$228.20	6060-19310-403450	Qwest 406-248-3049 Main System T1 City/County Tie
09/23/2013	769435	Qwest Communications	\$311.26	6070-22350-403450	Qwest 406-248-3635 Fire Airport Radio Tower WCK
09/23/2013	769435	Qwest Communications	\$311.26	6070-22350-403450	Qwest 406-248-3636 Fire Airport Radio Tower Jellison
09/23/2013	769435	Qwest Communications	\$45.56	5210-15920-403450	Qwest 406-252-2041 Park 2 Elevator Phone
09/23/2013	769435	Qwest Communications	\$47.06	6010-15500-403450	Qwest 406-256-5047 Motor Pool
09/23/2013	769435	Qwest Communications	\$45.39	5610-71100-403450	Qwest 406-256-7070 Airport
09/23/2013	769435	Qwest Communications	\$30.94	5120-85000-403450	Qwest 406-259-2328 PUD Sahara Sand Lift Station
09/23/2013	769435	Qwest Communications	\$46.85	2110-31320-403450	Qwest 406-259-3298 PW Traffic 3728 McDougall
09/23/2013	769435	Qwest Communications	\$53.29	6600-31100-403450	Qwest 406-259-7758 Measured Lines Depot 60% 6700 31410 403450 40% 6600 31100 403450
09/23/2013	769435	Qwest Communications	\$79.95	6700-31410-403450	Qwest 406-259-7758 Measured Lines Depot 60% 6700 31410 403450 40% 6600 31100 403450
09/23/2013	769435	Qwest Communications	\$118.32	1500-22250-403450	Qwest 406-373-3742 Fire RR Crossing Alarm
09/23/2013	769435	Qwest Communications	\$45.56	2250-22320-403450	Qwest 406-651-0282 Fire 5 911 Line
09/23/2013	769435	Qwest Communications	\$45.56	1500-21110-403450	Qwest 406-656-1046 PD3 FAX Line
09/23/2013	769435	Qwest Communications	\$30.94	2400-43010-407214	Qwest 406-656-9578 Planning Traffic Central Broadwater
09/23/2013	769435	Qwest Communications	\$30.94	2400-43010-407214	Qwest 406-656-9604 Planning Traffic Central 9th
09/23/2013	769435	Qwest Communications	\$49.94	5610-71170-403450	Qwest 406-256-6014 Airport P9 Building
09/23/2013	769435	Qwest Communications	\$49.94	5610-71170-403450	Qwest 406-252-0721 Airport 1FB Line
09/23/2013	769435	Qwest Communications	\$314.37	2250-22320-403450	Qwest 406-245-7101 9-1-1 Center Landfill #2
09/23/2013	769435	Qwest Communications	\$314.37	2250-22320-403450	Qwest 406-245-7102 9-1-1 Center Fox Reservoir #2
09/23/2013	769439	Rimrock Foundation	\$3,997.95	2460-12530-403590	BAMDC State IOP
09/23/2013	769446	Sign Pro	\$598.34	0100-43210-403900	I14-004853 Signage at 2825 3rd Ave N, Planning & Community Services.
09/23/2013	769446	Sign Pro	\$1,865.17	2090-44510-403900	I14-004853 Signage at 2825 3rd Ave N, Planning & Community Services.
09/23/2013	769446	Sign Pro	\$1,361.81	2400-43010-403900	I14-004853 Signage at 2825 3rd Ave N, Planning & Community Services.
09/23/2013	769446	Sign Pro	\$854.51	2740-67800-403900	I14-004853 Signage at 2825 3rd Ave N, Planning & Community Services.
09/23/2013	769459	Tel Net Systems, Inc.	\$3,180.00	6060-19310-409480	Test Fiber from City Hall to Miller Building
09/23/2013	769464	Town & Country Supply Association	\$6,654.89	6010-00000-141714	BUS MET PO NUM 293694
09/23/2013	769464	Town & Country Supply Association	\$12,580.00	6010-00000-141000	111312 PO NUM 293706
09/23/2013	769464	Town & Country Supply Association	\$32,696.79	6010-00000-141000	104357 PO NUM 293707
09/23/2013	769464	Town & Country Supply Association	\$35,099.90	6010-00000-141000	104348 PO NUM 293649
09/23/2013	769476	Western Municipal Construction Inc	\$258,952.78	4210-85930-409340	WO 12-05 Five Mile Lift Station
09/23/2013	769476	Western Municipal Construction Inc	\$348.00	4210-85930-409340	WO 12-05 Five Mile Lift Station; CO# 1 07/09/13
09/23/2013	769481	Yellowstone County Sheriffs	\$7,476.80	7180-21600-407865	2/5 Drug forfeiture.
09/23/2013	769481	Yellowstone County Sheriffs	\$188.70	7170-21660-407865	3/7 share of Drug Forfeiture to the YCSO.

Regular City Council Meeting

Meeting Date: 10/15/2013

TITLE: Payment of Claims - April 1, 2013 through June 30, 2013

PRESENTED BY: Sheila Kolar, Municipal Court Judge

Department: Court

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$811,176.75 have been audited and are presented for Council approval. Claims include payments to individual victims and businesses for restitution, disbursement of surcharges and revenues and return of bonds posted to ensure court appearance. A complete listing of the claims dated April 1, 2013 through June 30, 2013 is attached to this memo and on file in the Municipal Court.

ALTERNATIVES ANALYZED

There are no reasonable alternatives. These payments are required by state law or Judge's order.

FINANCIAL IMPACT

This results \$811,176.75 transfer of cash to the City General Fund for fines and to individuals for bond returns, restitution and victims.

RECOMMENDATION

Staff recommends that Council approve the payment of claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

Municipal Court Claims

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2013 to 06/30/2013

All Check Types

Sorted by Payee

Check Number	Date	Payee	Amount	Status	Cleared
17503	06/28/2013	CASH KING PAWN	25.00	Cleared	07/31/2013
16996	04/05/2013	Community Solutions	7.42	Cleared	04/30/2013
16997	04/05/2013	Community Solutions	25.00	Cleared	04/30/2013
17209	05/10/2013	Community Solutions	25.00	Cleared	05/31/2013
17363	06/10/2013	Community Solutions	7.45	Cleared	06/30/2013
17364	06/10/2013	Community Solutions	50.00	Cleared	06/30/2013
17116	04/26/2013	First Interstate Bank	50.00	Cleared	05/31/2013
17301	05/24/2013	First Interstate Bank	25.00	Cleared	06/30/2013
17504	06/28/2013	First Interstate Bank	50.00	Cleared	07/31/2013
16998	04/05/2013	First National Pawn	50.00	Cleared	04/30/2013
17078	04/19/2013	First National Pawn	30.00	Cleared	04/30/2013
17158	05/03/2013	K-Mart	50.00	Cleared	05/31/2013
17249	05/20/2013	K-Mart	50.00	Cleared	05/31/2013
17453	06/21/2013	K-Mart	50.00	Cleared	07/31/2013
17424	06/14/2013	Northwestern Energy	50.00	Cleared	06/30/2013
16999	04/05/2013	Office Max	25.00	Cleared	07/31/2013
17159	05/03/2013	Office Max	50.00	Cleared	07/31/2013
17333	05/31/2013	Office Max	25.00	Cleared	07/31/2013
17505	06/28/2013	Office Max	50.00	Cleared	07/31/2013
17250	05/20/2013	Pacific Steel	82.15	Cleared	05/31/2013
17251	05/20/2013	Rick Rabe	50.00	Cleared	06/30/2013
17117	04/26/2013	Sears	21.31	Cleared	05/31/2013
17118	04/26/2013	Sears	50.00	Cleared	05/31/2013
17302	05/24/2013	Sears	50.00	Cleared	06/30/2013
17303	05/24/2013	Sears	50.00	Cleared	06/30/2013
17365	06/10/2013	Sears	50.00	Cleared	07/31/2013
17454	06/21/2013	Sears	50.00	Cleared	07/31/2013
17160	05/03/2013	Shopko	96.24	Cleared	06/30/2013
17366	06/10/2013	Shopko	69.99	Cleared	06/30/2013
17119	04/26/2013	South Forty	12.50	Cleared	05/31/2013
17334	05/31/2013	South Forty	12.50	Cleared	06/30/2013
17455	06/21/2013	South Forty	12.50	Cleared	07/31/2013
17000	04/05/2013	St. Vincent's Healthcare	50.00	Cleared	05/31/2013
17161	05/03/2013	St. Vincent's Healthcare	50.00	Cleared	05/31/2013
17079	04/19/2013	State Farm	19.05	Cleared	05/31/2013
17252	05/20/2013	State Farm	50.00	Cleared	06/30/2013

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2013 to 06/30/2013

All Check Types

Sorted by Payee

Check Number	Date	Payee	Amount	Status	Cleared
17456	06/21/2013	State Farm	50.00	Cleared	07/31/2013
17162	05/03/2013	State Farm Insurance	15.44	Cleared	05/31/2013
17120	04/26/2013	Toys R Us	25.00	Cleared	08/31/2013
17304	05/24/2013	Toys R Us	25.00	Cleared	08/31/2013
17037	04/12/2013	Walmart	11.00	Cleared	04/30/2013
17080	04/19/2013	Walmart	8.62	Cleared	05/31/2013
17121	04/26/2013	Walmart	28.69	Cleared	05/31/2013
17038	04/12/2013	1st National Pawn	15.00	Cleared	04/30/2013
17335	05/31/2013	A & H Turf	50.00	Cleared	06/30/2013
17122	04/26/2013	Aaron Montoya	100.00	Cleared	07/31/2013
17123	04/26/2013	Adam Flores	50.00	Cleared	05/31/2013
17367	06/10/2013	Adam Flores	50.00	Outstanding	
17457	06/21/2013	Adam Flores	48.00	Cleared	07/31/2013
17458	06/21/2013	Adrian Krell	295.00	Cleared	07/31/2013
17506	06/28/2013	Adrian Krell	840.00	Cleared	07/31/2013
17253	05/20/2013	Albertsons	30.00	Cleared	05/31/2013
17425	06/14/2013	Alexa Toree Kassedyn	25.00	Cleared	06/30/2013
17039	04/12/2013	Altimus Distributing	50.00	Cleared	04/30/2013
17254	05/20/2013	Altimus Distributing	10.00	Cleared	05/31/2013
17426	06/14/2013	Amanda Stewart	1095.00	Cleared	07/31/2013
17124	04/26/2013	Amber Burnett Victoroff	50.00	Outstanding	
17507	06/28/2013	Amber Burnett Victoroff	50.00	Outstanding	
17001	04/05/2013	Aminie Rancuret	1500.00	Cleared	04/30/2013
17040	04/12/2013	Andrew Cooper	25.00	Cleared	05/31/2013
17255	05/20/2013	Andrew Cooper	50.00	Cleared	06/30/2013
17459	06/21/2013	Andrew Cooper	25.00	Cleared	08/31/2013
17256	05/20/2013	AnnMarie Usher	720.00	Cleared	06/30/2013
17041	04/12/2013	Arryssa Hardy	100.00	Cleared	04/30/2013
17125	04/26/2013	Arthur Steinmetz	295.00	Cleared	05/31/2013
17002	04/05/2013	Ashley Buise	60.00	Cleared	08/31/2013
17163	05/03/2013	Ashley Buise	100.00	Cleared	08/31/2013
17257	05/20/2013	Ashley Buise	100.00	Cleared	08/31/2013
17042	04/12/2013	Assurant Health	50.00	Cleared	05/31/2013
17258	05/20/2013	Assurant Health	55.00	Cleared	06/30/2013
17427	06/14/2013	Assurant Health	55.00	Cleared	07/31/2013
17368	06/10/2013	Austin Cossitt	785.00	Cleared	06/30/2013

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2013 to 06/30/2013

All Check Types

Sorted by Payee

Check Number	Date	Payee	Amount	Status	Cleared
17164	05/03/2013	Austin Richmond	77.50	Outstanding	
17369	06/10/2013	Barbara Jean Seeley	335.00	Cleared	06/30/2013
17043	04/12/2013	Benita Handford	1310.00	Cleared	04/30/2013
17126	04/26/2013	Bernadette Young	95.00	Cleared	05/31/2013
17003	04/05/2013	Beth Jones	50.00	Cleared	04/30/2013
17210	05/10/2013	Beth Jones	50.00	Cleared	05/31/2013
17460	06/21/2013	Beth Jones	50.00	Cleared	06/30/2013
17004	04/05/2013	Billings Clinic	100.00	Cleared	04/30/2013
17428	06/14/2013	Billings Clinic	7.73	Cleared	06/30/2013
17081	04/19/2013	Billings Parks, Recreation and Land	25.00	Cleared	05/31/2013
17305	05/24/2013	Billings Parks, Recreation and Land	25.00	Cleared	06/30/2013
17127	04/26/2013	Billings Police Dept	50.00	Cleared	05/31/2013
17259	05/20/2013	Billings Police Dept	34.25	Outstanding	
17165	05/03/2013	Billings School District 2 Facilities Servic	50.00	Cleared	05/31/2013
17510	06/28/2013	Bob Berry	2247.19	Outstanding	
17128	04/26/2013	Boyd Banks	200.00	Cleared	05/31/2013
17044	04/12/2013	Brad Blythe	50.00	Cleared	05/31/2013
17370	06/10/2013	Brad Blythe	50.00	Cleared	06/30/2013
17508	06/28/2013	BRADLEY REDLICH	275.00	Cleared	08/31/2013
17509	06/28/2013	BRADLEY REDLICH	725.00	Cleared	08/31/2013
17429	06/14/2013	Brandi Butler	445.00	Cleared	06/30/2013
17082	04/19/2013	Brian Martin Speasi	50.00	Cleared	04/30/2013
17045	04/12/2013	Brittney Weis	595.00	Cleared	04/30/2013
17046	04/12/2013	Bruce M Thomas	50.00	Cleared	04/30/2013
17211	05/10/2013	Bruce M Thomas	50.00	Cleared	05/31/2013
17461	06/21/2013	Bruce M Thomas	50.00	Cleared	06/30/2013
17371	06/10/2013	Bruski Bail Bonds	250.00	Cleared	06/30/2013
17047	04/12/2013	Bryan Anderson	68.21	Cleared	04/30/2013
17212	05/10/2013	Bryce Andrew Widner	445.00	Cleared	05/31/2013
17213	05/10/2013	Bryce Andrew Widner	1235.00	Cleared	05/31/2013
17260	05/20/2013	Calvin J Warren	50.00	Cleared	06/30/2013
17336	05/31/2013	Carie Kosel	50.00	Cleared	06/30/2013
17511	06/28/2013	Carie Kosel	25.00	Cleared	07/31/2013
17048	04/12/2013	Carol Brunfield	1585.00	Cleared	04/30/2013
17005	04/05/2013	Carrie Purcell Brown	50.00	Cleared	04/30/2013
17166	05/03/2013	Carrie Purcell Brown	100.00	Cleared	05/31/2013

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2013 to 06/30/2013

All Check Types

Sorted by Payee

Check Number	Date	Payee	Amount	Status	Cleared
17006	04/05/2013	Catherine Forture	1045.00	Outstanding	
17167	05/03/2013	Charles Barrett	500.00	Cleared	05/31/2013
17214	05/10/2013	Cheyenne Lee Butler	590.00	Cleared	05/31/2013
17215	05/10/2013	Cheyenne Lee Butler	840.00	Cleared	05/31/2013
17306	05/24/2013	Christina L. Jaeger	1120.00	Cleared	05/31/2013
17337	05/31/2013	Christopher J. Aggaard	595.00	Cleared	06/30/2013
17049	04/12/2013	Christopher Michael Yochum	720.00	Cleared	05/31/2013
17216	05/10/2013	Chrystal Bohn	50.00	Cleared	05/31/2013
17050	04/12/2013	City Of Billings - Street/Traffic Dept	50.00	Cleared	05/31/2013
17338	05/31/2013	City Of Billings - Street/Traffic Dept	25.00	Cleared	06/30/2013
17430	06/14/2013	City Of Billings - Street/Traffic Dept	50.00	Cleared	06/30/2013
17084	04/19/2013	City of Billings Animal Shelter	22.26	Cleared	05/31/2013
17131	04/26/2013	City of Billings Animal Shelter	50.00	Cleared	05/31/2013
17310	05/24/2013	City of Billings Animal Shelter	75.00	Cleared	06/30/2013
17007	04/05/2013	City Of Billings Police Dept.	30.00	Cleared	04/30/2013
17168	05/03/2013	City Of Billings Police Dept.	60.00	Cleared	05/31/2013
17372	06/10/2013	City Of Billings Police Dept.	25.00	Cleared	06/30/2013
17083	04/19/2013	City Of Billings-c/o JoLynn Yerger	4.04	Cleared	05/31/2013
17129	04/26/2013	City Of Billings-c/o JoLynn Yerger	50.00	Cleared	04/30/2013
17130	04/26/2013	City Of Billings-c/o JoLynn Yerger	225.00	Cleared	04/30/2013
17307	05/24/2013	City Of Billings-c/o JoLynn Yerger	10.00	Cleared	06/30/2013
17308	05/24/2013	City Of Billings-c/o JoLynn Yerger	50.00	Cleared	06/30/2013
17309	05/24/2013	City Of Billings-c/o JoLynn Yerger	102.00	Cleared	06/30/2013
17373	06/10/2013	City Of Billings-c/o JoLynn Yerger	10.00	Cleared	06/30/2013
17512	06/28/2013	City Of Billings-c/o JoLynn Yerger	228.66	Cleared	07/31/2013
17169	05/03/2013	City Treasurer	169322.27	Cleared	05/31/2013
17208	05/03/2013	City Treasurer	6255.57	Cleared	05/31/2013
17374	06/10/2013	City Treasurer	153525.27	Voided	06/30/2013
17500	06/28/2013	City Treasurer	153525.27	Cleared	06/30/2013
17513	06/28/2013	City Treasurer	111772.42	Cleared	07/31/2013
17217	05/10/2013	Clarence J Hofer	50.00	Cleared	07/31/2013
17339	05/31/2013	Clarence J Hofer	50.00	Cleared	06/30/2013
17462	06/21/2013	Clarence J Hofer	50.00	Cleared	06/30/2013
17375	06/10/2013	Clarissa Marcella Raney	1045.00	Cleared	07/31/2013
17132	04/26/2013	Connie Goodbear	50.00	Cleared	05/31/2013
17218	05/10/2013	Connie Goodbear	50.00	Cleared	05/31/2013

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2013 to 06/30/2013

All Check Types

Sorted by Payee

Check Number	Date	Payee	Amount	Status	Cleared
17311	05/24/2013	Cory Boudreaux	275.00	Cleared	06/30/2013
17085	04/19/2013	Crime Victim Comp Program	50.00	Cleared	05/31/2013
17086	04/19/2013	Crime Victim Compensation Program	25.00	Cleared	05/31/2013
17087	04/19/2013	Crime Victim Compensation Program	25.00	Cleared	05/31/2013
17088	04/19/2013	Crime Victim Compensation Program	100.00	Cleared	05/31/2013
17133	04/26/2013	Crime Victim Compensation Program	25.00	Cleared	05/31/2013
17134	04/26/2013	Crime Victim Compensation Program	50.00	Cleared	05/31/2013
17135	04/26/2013	Crime Victim Compensation Program	100.00	Cleared	05/31/2013
17136	04/26/2013	Crime Victim Compensation Program	300.00	Cleared	05/31/2013
17170	05/03/2013	Crime Victim Compensation Program	2809.45	Cleared	05/31/2013
17261	05/20/2013	Crime Victim Compensation Program	25.00	Cleared	05/31/2013
17262	05/20/2013	Crime Victim Compensation Program	25.00	Cleared	05/31/2013
17263	05/20/2013	Crime Victim Compensation Program	50.00	Cleared	05/31/2013
17340	05/31/2013	Crime Victim Compensation Program	300.00	Cleared	06/30/2013
17376	06/10/2013	Crime Victim Compensation Program	50.00	Cleared	07/31/2013
17377	06/10/2013	Crime Victim Compensation Program	100.00	Cleared	07/31/2013
17463	06/21/2013	Crime Victim Compensation Program	25.00	Cleared	07/31/2013
17464	06/21/2013	Crime Victim Compensation Program	25.00	Cleared	07/31/2013
17465	06/21/2013	Crime Victim Compensation Program	25.00	Cleared	07/31/2013
17466	06/21/2013	Crime Victim Compensation Program	50.00	Cleared	07/31/2013
17467	06/21/2013	Crime Victim Compensation Program	50.00	Cleared	07/31/2013
17051	04/12/2013	Dale Robert Miller	150.00	Cleared	04/30/2013
17514	06/28/2013	Damian Marcus Boyer	590.00	Cleared	07/31/2013
17341	05/31/2013	Dana Arron Acton	25.00	Cleared	06/30/2013
17515	06/28/2013	Dana Arron Acton	25.00	Cleared	07/31/2013
17008	04/05/2013	Dane Robert Seborg	2000.00	Cleared	04/30/2013
17378	06/10/2013	Daniel S Repka	25.00	Cleared	07/31/2013
17431	06/14/2013	Daniel S Repka	25.00	Cleared	07/31/2013
17009	04/05/2013	Danielle Christianson	195.00	Cleared	04/30/2013
17516	06/28/2013	Dayne Michael Kocher	100.00	Cleared	07/31/2013
17137	04/26/2013	Deanna Falbo	50.00	Cleared	05/31/2013
17264	05/20/2013	Denny's	8.78	Cleared	05/31/2013
17432	06/14/2013	Derick Ramirez	71.30	Outstanding	
17468	06/21/2013	Deura Hutchinson JR	25.00	Cleared	07/31/2013
17469	06/21/2013	Donna C. Ayers	700.00	Cleared	07/31/2013
17010	04/05/2013	Donna Forbes	50.00	Cleared	04/30/2013

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2013 to 06/30/2013

All Check Types

Sorted by Payee

Check Number	Date	Payee	Amount	Status	Cleared
17219	05/10/2013	Donna Forbes	50.00	Cleared	05/31/2013
17379	06/10/2013	Donna Forbes	50.00	Cleared	06/30/2013
17220	05/10/2013	Donna Huffman	50.00	Cleared	05/31/2013
17470	06/21/2013	Donna Huffman	50.00	Cleared	06/30/2013
17433	06/14/2013	Douglas Patrick Blehm	224.88	Voided	
17434	06/14/2013	Douglas Triggs	720.00	Cleared	06/30/2013
17265	05/20/2013	Edward Jack Cooney	10.00	Cleared	05/31/2013
17138	04/26/2013	Edward R Hawthorne	12.50	Cleared	05/31/2013
17342	05/31/2013	Edward R Hawthorne	12.50	Cleared	06/30/2013
17517	06/28/2013	Edward R Hawthorne	12.50	Cleared	08/31/2013
17343	05/31/2013	Emily Rae French	1605.00	Cleared	05/31/2013
17139	04/26/2013	Eric M Rodriguez	1500.00	Cleared	05/31/2013
17221	05/10/2013	Erica Contini	50.00	Outstanding	
17380	06/10/2013	Erica Contini	25.00	Outstanding	
17518	06/28/2013	Erinn M Dresch	600.00	Cleared	07/31/2013
17222	05/10/2013	Ernest Sprague	1000.00	Cleared	05/31/2013
17171	05/03/2013	Ervalynn Nomee	50.00	Outstanding	
17381	06/10/2013	Ervalynn Nomee	50.00	Outstanding	
17011	04/05/2013	Ervin Schwiebert	25.00	Cleared	04/30/2013
17382	06/10/2013	Ervin Schwiebert	50.00	Cleared	06/30/2013
17172	05/03/2013	Eugene Benson	50.00	Cleared	08/31/2013
17089	04/19/2013	Felicia Myers	25.00	Cleared	04/30/2013
17312	05/24/2013	Felicia Myers	25.00	Cleared	06/30/2013
17519	06/28/2013	Felicia Myers	50.00	Cleared	07/31/2013
17140	04/26/2013	First Interstate Bank Attn: Brian Brown	12.50	Cleared	04/30/2013
17313	05/24/2013	First Interstate Bank Attn: Brian Brown	25.00	Cleared	05/31/2013
17435	06/14/2013	First Interstate Bank Attn: Brian Brown	25.00	Cleared	06/30/2013
17012	04/05/2013	First National Pawn	50.00	Cleared	04/30/2013
17090	04/19/2013	First National Pawn	50.00	Cleared	04/30/2013
17173	05/03/2013	First National Pawn	50.00	Cleared	05/31/2013
17266	05/20/2013	First National Pawn	20.00	Cleared	05/31/2013
17174	05/03/2013	Frances Duncan	870.00	Cleared	05/31/2013
17223	05/10/2013	Frances Michelle Fisher	10.00	Cleared	05/31/2013
17013	04/05/2013	Francine Collins	1095.00	Cleared	04/30/2013
17267	05/20/2013	Fred Wayne Walton	50.00	Cleared	05/31/2013
17344	05/31/2013	Galen Ray Berst	720.00	Cleared	06/30/2013

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2013 to 06/30/2013

All Check Types

Sorted by Payee

Check Number	Date	Payee	Amount	Status	Cleared
17175	05/03/2013	Gerald Pena	50.00	Cleared	05/31/2013
17383	06/10/2013	Gerald Pena	50.00	Cleared	06/30/2013
17141	04/26/2013	Ginnie Burgess	50.00	Cleared	05/31/2013
17268	05/20/2013	Ginnie Burgess	50.00	Cleared	05/31/2013
17471	06/21/2013	Ginnie Burgess	50.00	Cleared	07/31/2013
17472	06/21/2013	Greg & Lani Monical	50.00	Cleared	06/30/2013
17314	05/24/2013	Greg Gordon	50.00	Cleared	06/30/2013
17520	06/28/2013	Greg Gordon	100.00	Outstanding	
17176	05/03/2013	Greg Pope	100.00	Cleared	05/31/2013
17224	05/10/2013	Greg Pope	248.72	Cleared	05/31/2013
17315	05/24/2013	Hans Demello	355.43	Cleared	06/30/2013
17177	05/03/2013	Harlan Collins	620.00	Outstanding	
17052	04/12/2013	Heather Laber	100.00	Cleared	04/30/2013
17316	05/24/2013	Heather Laber	50.00	Cleared	06/30/2013
17521	06/28/2013	Holiday Store	33.00	Cleared	07/31/2013
17436	06/14/2013	Irving Risingsun	50.00	Cleared	06/30/2013
17142	04/26/2013	Jackie Jacobson	250.00	Cleared	05/31/2013
17225	05/10/2013	Jacob R Burling	445.00	Cleared	05/31/2013
17317	05/24/2013	James Brian Lindell	650.00	Cleared	05/31/2013
17143	04/26/2013	James J Pavelis	50.00	Cleared	05/31/2013
17269	05/20/2013	James J Pavelis	25.00	Cleared	05/31/2013
17522	06/28/2013	James Lee Dorman	380.00	Cleared	07/31/2013
17523	06/28/2013	James Lee Dorman	1400.00	Cleared	07/31/2013
17270	05/20/2013	James Little Whiteman	935.00	Cleared	05/31/2013
17014	04/05/2013	James Novotny	50.00	Cleared	04/30/2013
17178	05/03/2013	James Novotny	12.06	Cleared	06/30/2013
17345	05/31/2013	James Novotny	50.00	Cleared	06/30/2013
17091	04/19/2013	Jamie Sue Jawort	50.00	Outstanding	
17384	06/10/2013	Jamie Sue Jawort	50.00	Outstanding	
17271	05/20/2013	Jarrett Wanner	150.00	Cleared	05/31/2013
17318	05/24/2013	Jarrett Wanner	50.00	Cleared	05/31/2013
17524	06/28/2013	Jarrett Wanner	50.00	Cleared	07/31/2013
17015	04/05/2013	Jason Eugene Braley	40.00	Cleared	04/30/2013
17179	05/03/2013	Jason Eugene Braley	40.00	Cleared	05/31/2013
17385	06/10/2013	Jason Eugene Braley	50.00	Cleared	06/30/2013
17386	06/10/2013	Jay Cook	120.00	Cleared	06/30/2013

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2013 to 06/30/2013

All Check Types

Sorted by Payee

Check Number	Date	Payee	Amount	Status	Cleared
17092	04/19/2013	Jean B Martin	40.00	Cleared	04/30/2013
17016	04/05/2013	Jeff Sekavec	50.00	Cleared	04/30/2013
17180	05/03/2013	Jeff Sekavec	50.00	Cleared	05/31/2013
17387	06/10/2013	Jeff Sekavec	50.00	Cleared	06/30/2013
17093	04/19/2013	Jeffrey Wacker	1158.68	Cleared	05/31/2013
17181	05/03/2013	Jennifer Jill Vasseur	100.00	Cleared	05/31/2013
17053	04/12/2013	Jennifer Rogers	590.00	Cleared	04/30/2013
17144	04/26/2013	Jeremiah William Mcgee	475.00	Cleared	05/31/2013
17017	04/05/2013	Jessica Moser	295.00	Cleared	04/30/2013
17525	06/28/2013	Jim & Joni Rains	50.00	Cleared	07/31/2013
17054	04/12/2013	Joanne Rock Above	50.00	Cleared	04/30/2013
17272	05/20/2013	Joanne Rock Above	50.00	Cleared	05/31/2013
17388	06/10/2013	Joanne Rock Above	50.00	Outstanding	
17055	04/12/2013	Joey Ponce	720.00	Cleared	04/30/2013
17526	06/28/2013	John Christianson	110.00	Cleared	07/31/2013
17319	05/24/2013	John Clawson	195.00	Cleared	06/30/2013
17389	06/10/2013	John Cunningham	250.00	Cleared	06/30/2013
17390	06/10/2013	John Cunningham	315.00	Cleared	06/30/2013
17018	04/05/2013	John M Eadus	35.00	Cleared	04/30/2013
17226	05/10/2013	John M Eadus	165.00	Cleared	05/31/2013
17437	06/14/2013	Jordan Thomas	1038.45	Cleared	06/30/2013
17227	05/10/2013	Joseph D Threefingers	50.00	Cleared	05/31/2013
17094	04/19/2013	Joseph Pederson	95.00	Cleared	05/31/2013
17095	04/19/2013	Joseph Pederson	95.00	Cleared	05/31/2013
17438	06/14/2013	Joseph Stuber	1000.00	Cleared	06/30/2013
17182	05/03/2013	Joshua Archuleta	1240.00	Cleared	05/31/2013
17019	04/05/2013	Josue Antonio Cruz	50.00	Cleared	04/30/2013
17228	05/10/2013	Josue Antonio Cruz	50.00	Cleared	05/31/2013
17391	06/10/2013	Josue Antonio Cruz	50.00	Cleared	06/30/2013
17020	04/05/2013	Julie Pratton	445.00	Cleared	04/30/2013
17021	04/05/2013	June Ortman	50.00	Cleared	04/30/2013
17183	05/03/2013	June Ortman	50.00	Cleared	05/31/2013
17392	06/10/2013	June Ortman	50.00	Cleared	06/30/2013
17145	04/26/2013	Karen Geraldine Zaso	20.00	Cleared	05/31/2013
17273	05/20/2013	Karen Geraldine Zaso	20.00	Cleared	06/30/2013
17473	06/21/2013	Karen Geraldine Zaso	20.00	Cleared	07/31/2013

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2013 to 06/30/2013

All Check Types

Sorted by Payee

Check Number	Date	Payee	Amount	Status	Cleared
17184	05/03/2013	Karen Gossett	50.00	Cleared	05/31/2013
17393	06/10/2013	Karen Gossett	50.00	Cleared	06/30/2013
17229	05/10/2013	Karen Kimmell	25.00	Cleared	06/30/2013
17346	05/31/2013	Karen Kimmell	100.00	Cleared	06/30/2013
17394	06/10/2013	Katherine A. Pratt	1500.00	Cleared	06/30/2013
17022	04/05/2013	Kathy Eder	195.00	Cleared	04/30/2013
17230	05/10/2013	Kathy Eder	170.00	Cleared	05/31/2013
17395	06/10/2013	Kathy Eder	110.00	Cleared	06/30/2013
17146	04/26/2013	Kayla Downing	50.00	Cleared	05/31/2013
17396	06/10/2013	Kaysha Rask	245.00	Cleared	07/31/2013
17474	06/21/2013	Kelly Martin	345.00	Cleared	07/31/2013
17527	06/28/2013	Kelly Martin	540.00	Cleared	07/31/2013
17274	05/20/2013	Kelly Morris Fimrite	1240.00	Cleared	05/31/2013
17528	06/28/2013	Kenneth Luoma	1045.00	Cleared	07/31/2013
17397	06/10/2013	Kenneth Michael Baar	195.00	Cleared	06/30/2013
17320	05/24/2013	Kevin Patrick Mahoney	1045.00	Cleared	05/31/2013
17347	05/31/2013	Khai Dinh Nguyen	720.00	Outstanding	
17056	04/12/2013	Kimberly Jo Graff	50.00	Cleared	04/30/2013
17096	04/19/2013	Kimberly Olson Rodriguez	110.00	Cleared	04/30/2013
17231	05/10/2013	Kristi Robertson	1500.00	Cleared	06/30/2013
17529	06/28/2013	Laetitia Verges	1095.00	Outstanding	
17275	05/20/2013	Langlas & Associates	13.33	Cleared	05/31/2013
17530	06/28/2013	Langlas & Associates	25.00	Cleared	07/31/2013
17097	04/19/2013	Larissa Mae Mraz	5.95	Cleared	05/31/2013
17321	05/24/2013	Larry Dean Lippman	135.00	Cleared	06/30/2013
17057	04/12/2013	Larry Price	1190.00	Cleared	04/30/2013
17348	05/31/2013	Lars Hanson	590.00	Cleared	06/30/2013
17398	06/10/2013	Laura Michelle Gabaldon	25.00	Cleared	06/30/2013
17147	04/26/2013	Leanne Yucha	50.00	Cleared	05/31/2013
17349	05/31/2013	Leanne Yucha	50.00	Cleared	06/30/2013
17475	06/21/2013	Leanne Yucha	50.00	Cleared	07/31/2013
17023	04/05/2013	Leonard E Kenney	29.00	Cleared	04/30/2013
17185	05/03/2013	Leonard E Kenney	30.00	Cleared	05/31/2013
17350	05/31/2013	Leonard E Kenney	30.00	Cleared	06/30/2013
17531	06/28/2013	Leonard E Kenney	30.00	Cleared	07/31/2013
17024	04/05/2013	Les Benner	50.00	Cleared	04/30/2013

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2013 to 06/30/2013

All Check Types

Sorted by Payee

Check Number	Date	Payee	Amount	Status	Cleared
17399	06/10/2013	Les Benner	50.00	Cleared	07/31/2013
17186	05/03/2013	Levi James Mcfadden	155.00	Outstanding	
17532	06/28/2013	Levi James Mcfadden	117.95	Outstanding	
17187	05/03/2013	Linda Kiby Swaggerty	50.00	Cleared	05/31/2013
17322	05/24/2013	Linda Kiby Swaggerty	50.00	Cleared	06/30/2013
17533	06/28/2013	Linda Kiby Swaggerty	50.00	Cleared	07/31/2013
17188	05/03/2013	Linda Simpson Dr	308.86	Cleared	05/31/2013
17534	06/28/2013	Lisa Dighans	1045.00	Cleared	07/31/2013
17098	04/19/2013	Lisa Woodward	110.00	Voided	04/30/2013
17232	05/10/2013	Lori Adams	720.00	Cleared	05/31/2013
17476	06/21/2013	Mandy Maxwell	25.00	Cleared	06/30/2013
17025	04/05/2013	Maria Nepoklonova	50.00	Cleared	04/30/2013
17148	04/26/2013	Maria Nepoklonova	100.00	Cleared	05/31/2013
17351	05/31/2013	Maria Nepoklonova	50.00	Cleared	06/30/2013
17323	05/24/2013	Mariah Eslinger	50.00	Outstanding	
17477	06/21/2013	Mariah Eslinger	25.00	Outstanding	
17189	05/03/2013	Marjorie Davis	195.00	Cleared	05/31/2013
17439	06/14/2013	Mark Jason Walters	295.00	Cleared	07/31/2013
17535	06/28/2013	Mary Sommers	150.00	Cleared	07/31/2013
17536	06/28/2013	Mary Stroble	620.00	Cleared	07/31/2013
17099	04/19/2013	Mary Valley	50.00	Cleared	04/30/2013
17276	05/20/2013	Mary Valley	25.00	Cleared	06/30/2013
17324	05/24/2013	Mary Valley	25.00	Cleared	06/30/2013
17478	06/21/2013	Mary Valley	25.00	Cleared	07/31/2013
17537	06/28/2013	Mary Valley.	25.00	Cleared	07/31/2013
17149	04/26/2013	Megan Sawyer	300.00	Cleared	05/31/2013
17190	05/03/2013	Melaina Engels	195.00	Cleared	05/31/2013
17538	06/28/2013	Melanie Marie Cornell	150.00	Cleared	08/31/2013
17539	06/28/2013	Melissa Leslie	1500.00	Cleared	07/31/2013
17058	04/12/2013	Melissa Spanyers	1000.00	Cleared	04/30/2013
17191	05/03/2013	Memri Spottedelk	25.00	Cleared	05/31/2013
17400	06/10/2013	Memri Spottedelk	25.00	Cleared	06/30/2013
17100	04/19/2013	Michael Bernard Aviles	1106.55	Cleared	04/30/2013
17059	04/12/2013	Michael Hartman	20.00	Cleared	04/30/2013
17192	05/03/2013	Michael Hartman	40.00	Cleared	06/30/2013
17233	05/10/2013	Michael Hartman	29.17	Cleared	06/30/2013

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2013 to 06/30/2013

All Check Types

Sorted by Payee

Check Number	Date	Payee	Amount	Status	Cleared
17060	04/12/2013	Michael Jan Harry	55.00	Cleared	04/30/2013
17101	04/19/2013	Michael Lee Murphy	50.00	Cleared	04/30/2013
17234	05/10/2013	Michael Lee Murphy	50.00	Cleared	05/31/2013
17401	06/10/2013	Michael Lee Murphy	50.00	Cleared	06/30/2013
17325	05/24/2013	Michael Welch	840.00	Cleared	05/31/2013
17102	04/19/2013	Michele Muri	380.00	Cleared	04/30/2013
17103	04/19/2013	Michelle Muri	590.00	Cleared	04/30/2013
17277	05/20/2013	Mike Anthony Moen	50.00	Outstanding	
17440	06/14/2013	Mike Lopez	50.00	Cleared	06/30/2013
17061	04/12/2013	Mike Roher	1000.00	Cleared	04/30/2013
17479	06/21/2013	Milaka Buckingham	150.00	Cleared	07/31/2013
17150	04/26/2013	Miranda Coy Blatnick	1095.00	Cleared	05/31/2013
17193	05/03/2013	Misty Debuf	250.00	Cleared	05/31/2013
17402	06/10/2013	Monique Naylor	11.00	Cleared	06/30/2013
17062	04/12/2013	Montana Lil's Casino	25.00	Cleared	04/30/2013
17278	05/20/2013	Montana Lil's Casino	23.93	Cleared	05/31/2013
17480	06/21/2013	Monte Burton	50.00	Cleared	07/31/2013
17403	06/10/2013	Monte Weeden	1000.00	Cleared	06/30/2013
17194	05/03/2013	Municipal Services Bureau	12673.37	Cleared	05/31/2013
17404	06/10/2013	Municipal Services Bureau	4788.04	Voided	06/30/2013
17501	06/28/2013	Municipal Services Bureau	4788.04	Cleared	06/30/2013
17540	06/28/2013	Municipal Services Bureau	14992.43	Cleared	07/31/2013
17105	04/19/2013	Nadine Nafts	720.00	Cleared	04/30/2013
17104	04/19/2013	NAPA Distribution Center Attn: Loren Zo:	50.00	Cleared	04/30/2013
17279	05/20/2013	NAPA Distribution Center Attn: Loren Zo:	50.00	Cleared	05/31/2013
17441	06/14/2013	NAPA Distribution Center Attn: Loren Zo:	50.00	Cleared	06/30/2013
17195	05/03/2013	Natasha Freeman-batt	25.00	Cleared	05/31/2013
17326	05/24/2013	Natasha Freeman-batt	25.00	Cleared	06/30/2013
17541	06/28/2013	Natasha Freeman-batt	25.00	Cleared	07/31/2013
17327	05/24/2013	Nicholas Charles Carey	125.00	Cleared	07/31/2013
17026	04/05/2013	Nicholas Stanton Brauer	50.00	Cleared	04/30/2013
17235	05/10/2013	Nicholas Stanton Brauer	50.00	Cleared	05/31/2013
17405	06/10/2013	Nicholas Stanton Brauer	50.00	Cleared	06/30/2013
17063	04/12/2013	Nicole Hamnes	50.00	Cleared	04/30/2013
17236	05/10/2013	Nicole Hamnes	25.00	Cleared	05/31/2013
17406	06/10/2013	Nicole Hamnes	50.00	Cleared	06/30/2013

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2013 to 06/30/2013

All Check Types

Sorted by Payee

Check Number	Date	Payee	Amount	Status	Cleared
17442	06/14/2013	Nicole L. Miller	195.00	Outstanding	
17280	05/20/2013	Nicole Lane	50.00	Cleared	05/31/2013
17027	04/05/2013	Nicole Marie Grice	590.00	Cleared	04/30/2013
17028	04/05/2013	Northside Pawn	55.00	Cleared	04/30/2013
17281	05/20/2013	Northside Pawn	30.00	Cleared	05/31/2013
17196	05/03/2013	Northwest Pawn	70.00	Cleared	05/31/2013
17106	04/19/2013	Oldmar, Forrest	690.00	Cleared	04/30/2013
17300	05/22/2013	Patrick O Neiss	124.70	Cleared	05/31/2013
17282	05/20/2013	Patrick Raymond Choriki	190.00	Outstanding	
17407	06/10/2013	Patti J. Cracraft	500.00	Cleared	06/30/2013
17197	05/03/2013	Patty Lewis	100.00	Cleared	05/31/2013
17283	05/20/2013	Pete Portra	50.00	Cleared	05/31/2013
17284	05/20/2013	Pete Portra	50.00	Cleared	05/31/2013
17481	06/21/2013	Pete Portra	50.00	Cleared	07/31/2013
17443	06/14/2013	Rainbow Property Management	6.49	Cleared	06/30/2013
17064	04/12/2013	Ralph Gurney	750.00	Cleared	04/30/2013
17482	06/21/2013	Randy Jones	70.54	Cleared	06/30/2013
17065	04/12/2013	Reece Levesseur	3420.00	Cleared	04/30/2013
17151	04/26/2013	Rhonda Hailstone	360.00	Cleared	05/31/2013
17152	04/26/2013	Richard James Brown	25.00	Cleared	04/30/2013
17328	05/24/2013	Richard James Brown	50.00	Cleared	05/31/2013
17483	06/21/2013	Richard James Brown	25.00	Cleared	06/30/2013
17409	06/10/2013	Richard Melvin Borrowman I	445.00	Cleared	07/31/2013
17237	05/10/2013	Robert A Haman	50.00	Cleared	05/31/2013
17410	06/10/2013	Robert Amundson	595.00	Cleared	06/30/2013
17029	04/05/2013	Robert Carlson	139.58	Cleared	04/30/2013
17352	05/31/2013	Robert Dunn	50.00	Cleared	06/30/2013
17484	06/21/2013	Robert Giesick Sr	1240.00	Cleared	07/31/2013
17153	04/26/2013	Robert Melvin Mayfield	1000.00	Cleared	05/31/2013
17285	05/20/2013	Robert Raymond Hill	20.00	Cleared	05/31/2013
17444	06/14/2013	Robert Raymond Hill	50.00	Cleared	06/30/2013
17485	06/21/2013	Robert Rodriguez	1310.00	Cleared	06/30/2013
17030	04/05/2013	Robert Tedlund	445.00	Cleared	04/30/2013
17066	04/12/2013	Robin Demaray	1150.00	Cleared	04/30/2013
17067	04/12/2013	Robin Dildine	44.00	Cleared	04/30/2013
17154	04/26/2013	Robin Dildine	50.00	Cleared	05/31/2013

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2013 to 06/30/2013

All Check Types

Sorted by Payee

Check Number	Date	Payee	Amount	Status	Cleared
17486	06/21/2013	Robin Dildine	50.00	Cleared	07/31/2013
17542	06/28/2013	Roger Debuff	150.00	Cleared	08/31/2013
17068	04/12/2013	Ronald Harriss	15.00	Cleared	04/30/2013
17031	04/05/2013	Ronald Nye	500.00	Cleared	04/30/2013
17487	06/21/2013	Roy James Pastian	1340.00	Cleared	06/30/2013
17408	06/10/2013	RUSS PLATH	250.00	Cleared	06/30/2013
17488	06/21/2013	Ruth Anderson Watson	1045.00	Cleared	06/30/2013
17329	05/24/2013	Ryala Romain	870.00	Cleared	06/30/2013
17032	04/05/2013	Sara Henry	25.00	Cleared	04/30/2013
17198	05/03/2013	Sara Henry	25.00	Cleared	05/31/2013
17411	06/10/2013	Sara Henry	50.00	Cleared	06/30/2013
17199	05/03/2013	Sarah Topscott	335.00	Cleared	05/31/2013
17069	04/12/2013	Saud Alharbi	50.00	Outstanding	
17238	05/10/2013	Saud Alharbi	30.00	Cleared	05/31/2013
17286	05/20/2013	Saud Alharbi	20.00	Cleared	05/31/2013
17489	06/21/2013	Saud Alharbi	50.00	Cleared	06/30/2013
17490	06/21/2013	Savannah Miller	50.00	Cleared	07/31/2013
17107	04/19/2013	Scott Alan Siemers	1000.00	Cleared	04/30/2013
17353	05/31/2013	Scott Marshall Hofferber	5000.00	Cleared	06/30/2013
17108	04/19/2013	Shasta Welch	50.00	Cleared	05/31/2013
17330	05/24/2013	Shasta Welch	50.00	Outstanding	
17491	06/21/2013	Shasta Welch	50.00	Cleared	07/31/2013
17445	06/14/2013	Shawn Edward Kleinsasser	195.00	Cleared	06/30/2013
17109	04/19/2013	Sheila Lamprecht	50.00	Cleared	04/30/2013
17287	05/20/2013	Sheila Lamprecht	54.20	Cleared	07/31/2013
17155	04/26/2013	Shelbi M Godfrey	55.00	Cleared	04/30/2013
17543	06/28/2013	Shelbi M Godfrey	25.00	Cleared	07/31/2013
17446	06/14/2013	Sherry Black	500.00	Cleared	06/30/2013
17447	06/14/2013	Shirley Murdock	545.00	Cleared	07/31/2013
17288	05/20/2013	Sommer Dawn Robison	75.00	Cleared	05/31/2013
17412	06/10/2013	Sommer Dawn Robison	75.00	Cleared	06/30/2013
17110	04/19/2013	St. Vincent Healthcare	50.00	Cleared	04/30/2013
17413	06/10/2013	St. Vincent Healthcare	50.00	Cleared	07/31/2013
17111	04/19/2013	Stacie M Warehime	25.00	Cleared	04/30/2013
17289	05/20/2013	Stacie M Warehime	25.00	Cleared	05/31/2013
17492	06/21/2013	Stacie M Warehime	25.00	Cleared	06/30/2013

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2013 to 06/30/2013

All Check Types

Sorted by Payee

Check Number	Date	Payee	Amount	Status	Cleared
17493	06/21/2013	Stephen Bryson	37.36	Cleared	06/30/2013
17494	06/21/2013	Stephen Bryson	109.64	Cleared	07/31/2013
17156	04/26/2013	Steven Roll	2000.00	Cleared	05/31/2013
17544	06/28/2013	Stewart Higman	1095.00	Cleared	07/31/2013
17070	04/12/2013	Stewart Strever	98.19	Cleared	04/30/2013
17414	06/10/2013	Susan Bell	25.00	Cleared	06/30/2013
17239	05/10/2013	Susan Stoltenberg	500.00	Cleared	05/31/2013
17290	05/20/2013	Tara Morehouse	110.00	Cleared	05/31/2013
17200	05/03/2013	Taylor Ita	50.00	Cleared	06/30/2013
17354	05/31/2013	Taylor Ita	50.00	Cleared	08/31/2013
17545	06/28/2013	Taylor Ita	50.00	Cleared	08/31/2013
17071	04/12/2013	Taylor James Bolzer	200.00	Outstanding	
17033	04/05/2013	Tenille Dahlin	25.00	Cleared	04/30/2013
17240	05/10/2013	Tenille Dahlin	25.00	Cleared	05/31/2013
17355	05/31/2013	Tenille Dahlin	25.00	Cleared	06/30/2013
17546	06/28/2013	Tenille Dahlin	25.00	Cleared	07/31/2013
17072	04/12/2013	Terri Lambrecht	25.00	Cleared	04/30/2013
17241	05/10/2013	Terri Lambrecht	25.00	Cleared	05/31/2013
17448	06/14/2013	Terri Lambrecht	25.00	Cleared	06/30/2013
17242	05/10/2013	Terry Lenhardt	500.00	Cleared	05/31/2013
17291	05/20/2013	Thayer, Mona	1095.00	Cleared	05/31/2013
17034	04/05/2013	The Alternatives Inc	22.34	Cleared	04/30/2013
17415	06/10/2013	The Alternatives Inc	62.55	Cleared	06/30/2013
17547	06/28/2013	Theodore Frederick Rose	1045.00	Cleared	07/31/2013
17243	05/10/2013	Thomas Paul Kosche	25.00	Cleared	05/31/2013
17416	06/10/2013	Thomas Pierce	1000.00	Cleared	06/30/2013
17201	05/03/2013	Thomas Polzin	1240.00	Cleared	05/31/2013
17035	04/05/2013	Thomas Salazar	25.00	Cleared	04/30/2013
17244	05/10/2013	Thomas Salazar	25.00	Cleared	05/31/2013
17417	06/10/2013	Thomas Salazar	25.00	Cleared	06/30/2013
17292	05/20/2013	Tim Atsatt	6.67	Cleared	06/30/2013
17356	05/31/2013	Tim Atsatt	10.00	Cleared	06/30/2013
17548	06/28/2013	Tim Atsatt	25.00	Cleared	07/31/2013
17202	05/03/2013	Tim Pollard	300.00	Cleared	07/31/2013
17112	04/19/2013	Tim R Howe	75.00	Cleared	04/30/2013
17293	05/20/2013	Tim R Howe	50.00	Cleared	06/30/2013

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2013 to 06/30/2013

All Check Types

Sorted by Payee

Check Number	Date	Payee	Amount	Status	Cleared
17495	06/21/2013	Tim R Howe	50.00	Cleared	07/31/2013
17203	05/03/2013	Title Loan Northwest	9.10	Cleared	05/31/2013
17331	05/24/2013	TJ Yzaguirre	50.00	Cleared	06/30/2013
17357	05/31/2013	Todd Steven Arnold	540.00	Cleared	05/31/2013
17073	04/12/2013	Tom Cummings	100.00	Cleared	05/31/2013
17204	05/03/2013	Tom Cummings	100.00	Cleared	05/31/2013
17358	05/31/2013	Tom Cummings	100.00	Cleared	06/30/2013
17205	05/03/2013	Tom Taggart	500.00	Cleared	05/31/2013
17496	06/21/2013	Toni Espland Harman	620.00	Cleared	07/31/2013
17497	06/21/2013	Toni Espland Harman	1120.00	Cleared	07/31/2013
17418	06/10/2013	Town Pump	7.00	Cleared	06/30/2013
17498	06/21/2013	Town Pump	2.00	Cleared	07/31/2013
17113	04/19/2013	Travis David Zuroff	25.00	Cleared	04/30/2013
17499	06/21/2013	Travis David Zuroff	35.00	Cleared	07/31/2013
17359	05/31/2013	Tucker Lawrence	195.00	Outstanding	
17245	05/10/2013	Tyler Ishak	72.50	Cleared	05/31/2013
17419	06/10/2013	Tyler Ishak	25.00	Cleared	06/30/2013
17549	06/28/2013	Velma Hope Prettyontop	500.00	Cleared	07/31/2013
17114	04/19/2013	Vernon Olds	100.00	Cleared	04/30/2013
17360	05/31/2013	Vernon Olds	40.00	Cleared	06/30/2013
17036	04/05/2013	Vicki Ehrlekrona	1500.00	Cleared	04/30/2013
17294	05/20/2013	Vicki Holle	200.00	Cleared	05/31/2013
17246	05/10/2013	Vicky Sticka	50.00	Cleared	05/31/2013
17449	06/14/2013	Vicky Sticka	50.00	Cleared	06/30/2013
17420	06/10/2013	Vu Pham	500.00	Cleared	06/30/2013
17295	05/20/2013	Wal Mart	250.00	Cleared	05/31/2013
17450	06/14/2013	Wal Mart	95.00	Cleared	06/30/2013
17074	04/12/2013	Wall Mart	2.50	Cleared	04/30/2013
17075	04/12/2013	Walmart - Heights	50.00	Cleared	04/30/2013
17296	05/20/2013	Walmart - Heights	25.00	Cleared	05/31/2013
17451	06/14/2013	Walmart - Heights	25.00	Cleared	06/30/2013
17247	05/10/2013	Wendi Noelle Largent	100.00	Cleared	05/31/2013
17332	05/24/2013	Wendi Noelle Largent	100.00	Cleared	06/30/2013
17076	04/12/2013	Westley Fuchs	200.00	Cleared	04/30/2013
17297	05/20/2013	Westley Fuchs	100.00	Cleared	05/31/2013
17298	05/20/2013	Westley Fuchs	100.00	Cleared	05/31/2013

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2013 to 06/30/2013

All Check Types

Sorted by Payee

Check Number	Date	Payee	Amount	Status	Cleared
17421	06/10/2013	Westley Fuchs	100.00	Cleared	06/30/2013
17422	06/10/2013	Westley Fuchs	100.00	Cleared	06/30/2013
17077	04/12/2013	Whitney Ybarra	50.00	Cleared	04/30/2013
17248	05/10/2013	Whitney Ybarra	50.00	Cleared	05/31/2013
17452	06/14/2013	Whitney Ybarra	42.84	Cleared	06/30/2013
17206	05/03/2013	William C Rimel	35.00	Cleared	05/31/2013
17361	05/31/2013	William K Milligan	25.00	Cleared	07/31/2013
17157	04/26/2013	William Tibbs	1095.00	Cleared	05/31/2013
17207	05/03/2013	Yellowstone County Treasurer	12020.05	Cleared	05/31/2013
17423	06/10/2013	Yellowstone County Treasurer	11847.07	Voided	06/30/2013
17502	06/28/2013	Yellowstone County Treasurer	11847.07	Cleared	06/30/2013
17550	06/28/2013	Yellowstone County Treasurer	7666.49	Cleared	07/31/2013
17362	05/31/2013	Yvette Gonzalez-Quezedo	870.00	Cleared	06/30/2013
17115	04/19/2013	Zachery Borowiec	50.00	Cleared	04/30/2013
17299	05/20/2013	Zachery Borowiec	50.00	Cleared	05/31/2013

Number checks: 555

Total

811176.75

Regular City Council Meeting

Meeting Date: 10/15/2013

TITLE: Public Hearing and First Reading Ordinance - Floodplain Regulations

PRESENTED BY: Candi Millar, Planning & Community Services Department Director

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The City adopted Floodplain Regulations as published in the City Code, Article 6-1600. The regulations are necessary for the City to participate in the National Flood Insurance Program (NFIP). Periodically, the Federal Emergency Management Agency (FEMA) informs the City that it must update its regulations. Additionally, Floodplain Maps have been updated by FEMA for the City of Billings and Yellowstone County. The adoption of a modified ordinance is necessary for the City to remain in the NFIP. The proposed ordinance has been reviewed by FEMA and the Montana Department of Natural Resources and Conservation (DNRC).

The process began over three years ago when an open house was held for the public to explain the NFIP and for viewing the preliminary maps. The timeline and process for appeals was also explained. FEMA and DNRC took the lead role while local communities provided assistance. On May 6, 2013 the City received formal notification from FEMA that the City must adopt the new maps and updated regulations.

The new maps more precisely identify the Base Flood Elevations as they currently exist. Portions of some properties are now identified as being in the floodplain, while others have shifted out. These areas were noticed at the early stages of the process.

While substantial wording has been added and sections have been rearranged, the main objective of the ordinance has not changed. The purpose is to regulate construction in the 100-year floodplain so as to minimize damage to life, health, and property.

ALTERNATIVES ANALYZED

City Council may approve or not approve the ordinance amending BMCC Article 6-1600, Floodplain Regulations.

- Approving the ordinance will modify and update Article 6-1600 of the BMCC to be in compliance with FEMA requirements for regulating construction and uses in the floodplain.
- Not approving the ordinance may cause the City of Billings to be removed from the NFIP program and may result in increased insurance premiums for properties located within a floodplain.

FINANCIAL IMPACT

There is no direct budget/financial impact from this action.

RECOMMENDATION

Staff recommends that Council approve this ordinance on first reading which amends City Code Article 6-1600, Floodplain Regulations.

APPROVED BY CITY ADMINISTRATOR

Attachments

BMCC Article 6-1600 Current Ordinance

FEMA Letter, May 6

ARTICLE 6-1600. FLOODPLAIN REGULATIONS

Sec. 6-1601. Title.

These regulations shall be known and cited as the Billings, Montana Floodplain Regulations.

These regulations are in accordance with exercising the authority of the laws of the State of Montana.

(Ord. No. 91-4892, § 2, 11-18-91)

Sec. 6-1602. Purpose.

To promote the public health, safety, and general welfare, to minimize flood losses in areas subject to flood hazards, and to promote wise use of the floodplain, these regulations have been established with the following purposes intended:

(a)

The guide development of the 100-year floodplain within local jurisdiction consistent with the enumerated findings by:

(1)

Recognizing the right and need of watercourses to periodically carry more than the normal flow of water;

(2)

Participating in coordinated efforts of federal, state, and local management activities for 100-year floodplains; and

(3)

Ensuring the regulations and minimum standards adopted insofar as possible, balance the greatest public good with the least private injury.

(b)

Specifically it is the purpose of these regulations to:

(1)

Restrict or prohibit uses that are dangerous to health, safety, and property in times of flood, or that cause increased flood heights and velocities;

(2)

Require that uses vulnerable to floods, including public facilities, be provided with flood protection at the time of initial constructions;

(3)

- Identify lands unsuitable for certain development purposes because of flood hazards;
- (4) Minimize the need for rescue and relief efforts associated with flooding undertaken at the expense of the general public;
- (5) Ensure potential buyers are notified that property is within a 100-year floodplain and subject to the provisions of these regulations; and
- (6) Ensure that those who occupy 100-year floodplains assume responsibility for their actions.

(Ord. No. 91-4892, § 2, 11-18-91)

Secs. 6-1603—6-1610. Reserved.

Sec. 6-1611. Definitions.

Unless specifically defined below, words or phrases used in these regulations shall be interpreted to give them the meaning they have in common usage and to give these regulations the most reasonable application.

Act: Montana Floodplain and Floodway Management Act, 76-5-101 through 406, MCA.

Alteration: Any change or addition to a structure that either increases its external dimensions or increases its potential flood hazard.

Appeal: A request for a review of the floodplain administrator's interpretation of any provisions of these regulations or a request for a variance.

Area of special flood hazard: The land in the floodplain within the community subject to inundation by a one (1) percent or greater chance of flooding in any given year, i.e., the 100-year floodplain.

Artificial obstruction—development: Any obstruction which is not natural and includes any dam, diversion, wall, riprap, embankment, levee, dike, pile, abutment, projection, revetment, excavation, channel, rectification, bridge, conduit, culvert, building, refuse, automobile body, fill, or other analogous structure or matter in, along, across, or projecting into any 100-year floodplain which may impede, retard, or alter the pattern of flow of water, either in itself or by catching or collecting debris carried by the water, or that is placed where the natural flow of water would carry the same downstream to the damage or detriment of either life or property.

Base flood: A flood having a one (1) percent chance of being equalled or exceeded in any given year. A base flood is the same as a 100-year flood.

Base flood elevation: The elevation above sea level of the base flood in relation to National Geodetic Vertical Datum of 1929 unless otherwise specified in the flood hazard study.

Channelization project: The excavation and/or construction of an artificial channel for the purpose of diverting the entire flow of a stream from its established course.

Establish: To construct, place, insert, or excavate.

Existing manufactured home park or subdivision: A manufactured home park or subdivision where the construction of facilities for servicing the manufactured home lots is completed before the effective date of the floodplain management regulations. This includes, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

FEMA: The Federal Emergency Management Agency.

Flood or flooding: A general and temporary condition of partial or complete inundation of normally dry lands from the overflow of a stream, or the unusual and rapid accumulation or runoff of surface waters from any source.

Flood insurance rate map: The map on which FEMA has delineated both the 100-year floodplains and the risk premium zones.

Flood insurance study: The report in which FEMA has provided flood profiles, as well as the flood boundary/floodway map and the water surface profiles.

Floodplain: The areas subject to these regulations, generally adjoining a stream, that would be covered by floodwater of a base flood except for designated shallow flooding areas that receive less than one foot of water per occurrence. The floodplain consists of a floodway and floodway fringe.

Floodway: The channel of a stream and the adjacent overbank areas that must be reserved in order to discharge a base flood without cumulatively increasing the water surface elevation more than one-half ($\frac{1}{2}$) foot.

Floodway fringe: That portion of the floodplain outside the limits of the floodway.

Levee: A manmade embankment, usually earthen, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water to provide protection from temporary flooding.

Levee system: A flood protection system that consists of a levee, or levees, and associated structures, such as drainage and closure devices which are constructed and operated in accordance with sound engineering practices.

Lowest floor: Any floor used for living purposes, storage, or recreation. This includes any floor that could be converted to such a use.

Manufactured home: A structure that is transportable in one or more sections, built on a permanent chassis, and designed to be used with or without a permanent foundation when connected to the required utilities. This does not include "recreational vehicles."

Manufactured home park or subdivision: A parcel or contiguous parcels of land divided into two (2) or more manufactured home lots for rent or sale.

Mean sea level: The National Geodetic Vertical Datum (NGVD) of 1929 or other datum to which base flood elevations are referenced.

New construction: Structures for which construction, substantial improvement, or alteration commences on or after the effective date of these regulations.

Official floodplain maps: The current flood insurance rate maps and flood boundary/floodway maps provided by FEMA for Billings, and Yellowstone County, Montana, dated June 8, 1998.

Permit issuing authority: City of Billings.

Recreational vehicle: A vehicle which is (1) built on a single chassis; (2) four hundred (400) square feet or less when measured at the largest horizontal projections; (3) designed to be self-propelled or permanently towable by a light duty truck; and (4) designed primarily for use as temporary living quarters for recreation, camping, travel, or seasonal use, not for use as a permanent dwelling.

Riprap: Stone, rocks, concrete blocks, or analogous material that is placed along the banks or bed of a stream to alleviate erosion.

Start of construction: Commencement of clearing, grading, filling, or excavating to prepare a site for construction.

Structure: A walled and roofed building, manufactured home, a gas or liquid storage tank, bridge, culvert, dam, diversion, wall, revetment, dike, or other projection that may impede, retard, or alter the pattern of flow of water.

Substantial damage: Damage sustained by a structure where the cost of restoring the structure to its condition before damage would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

Substantial improvement: Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure either:

(a)

Before the improvement or repair is started, or

(b)

If the structure has been damaged, and is being restored before the damage occurred. For the purposes of this definition, substantial improvement is considered to occur when the first construction to any wall, ceiling, floor, or other structural part of the building commences. The term does not include:

(i)

Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions, or

(ii)

Any alteration of a structure listed on the national register of historic places or state inventory of historic places.

Suitable fill: Fill material which is stable, compacted, well graded, pervious, generally unaffected by water and frost, devoid of trash or similar foreign matter, devoid of tree stumps or other organic material, and is fitting for the purpose of supporting the intended use and/or permanent structure.

Variance: A grant of relief from the requirements of these regulations that would permit construction in a manner otherwise prohibited by these regulations.

Violation: The failure of a structure or other development to be fully compliant with these regulations. A structure or other development without elevation certificate, certification by a licensed engineer or architect of compliance with these regulations, or other evidence of compliance is presumed to be in violation until such time as documentation is provided.

100-year flood: A flood having a one (1) percent chance of being equalled or exceeded in any given year. A 100-year flood has nearly a twenty-three (23) percent chance of occurring in a twenty-five-year period. A 100-year flood is the same as a base flood.

(Ord. No. 91-4892, § 2, 11-18-91; Ord. No. 99-5097, § 1, 8-9-99)

Sec. 6-1621. Jurisdictional area.

These regulations shall apply to all lands within the jurisdiction of the City of Billings, State of Montana, shown on the official floodplain maps as being located within a 100-year floodplain district.

(Ord. No. 91-4892, § 2, 11-18-91)

Sec. 6-1622. Floodplain district establishment.

The floodplain districts established are defined by the base flood elevations and 100-year floodplains as delineated in the flood insurance study. The basis for the flood insurance study is a scientific and engineering report entitled, "The Flood Insurance Study for Billings and Yellowstone County, Montana, dated September 8, 1999," with accompanying flood insurance rate maps and flood boundary/floodway maps. The official floodplain maps and study are on file in the office of the floodplain administrator.

(Ord. No. 91-4892, § 2, 11-18-91; Ord. No. 99-5097, § 2, 8-9-99)

Sec. 6-1623. Floodplain administrator.

The Billings, Montana, floodplain administrator has been designated to be the building official. The responsibilities of this position are outlined in Division 4 of these regulations.

(Ord. No. 91-4892, § 2, 11-18-91)

Sec. 6-1624. Rules for interpretation of floodplain district boundaries.

The boundaries of the 100-year floodplain shall be determined by scaling distances on the official floodplain maps and using the floodway data table contained in the flood insurance study report. The maps may be used as a guide for determining the 100-year floodplain boundary, but the exact location of the floodplain boundary shall be determined where the base flood elevation intersects the natural ground. For unnumbered A Zones and AO Zone floodplains, where there is a conflict between a mapped floodplain boundary and actual field conditions, the floodplain administrator may interpret the location of the 100-year floodplain boundary based on field conditions or available historical flood information.

(Ord. No. 91-4892, § 2, 11-18-91)

Sec. 6-1625. Compliance.

No structure or land use shall be located, extended, converted, or structurally altered without full compliance with the provisions of these regulations and other applicable regulations. These regulations meet the minimum floodplain development requirements as set forth by the Montana Board of Natural Resources and Conservation and the National Flood Insurance Program.

(Ord. No. 91-4892, § 2, 11-18-91)

Sec. 6-1626. Abrogation and greater restrictions.

It is not intended by these regulations to repeal, abrogate, or impair any existing easements, covenants, deed restrictions, or underlying zoning. However, where these regulations impose greater restrictions, the provisions of these regulations shall prevail.

(Ord. No. 91-4892, § 2, 11-18-91)

Sec. 6-1627. Regulation interpretation.

The interpretation and application of the provisions of these regulations shall be considered minimum requirements and liberally construed in favor of the governing body and not deemed a limitation or repeal of any other powers granted by state statute.

(Ord. No. 91-4892, § 2, 11-18-91)

Sec. 6-1628. Warning and disclaimer of liability.

These regulations do not imply that areas outside the delineated floodplain boundaries or permitted land uses will always be totally free from flooding or flood damages. These regulations shall not create a liability or cause of action against the City of Billings, or any officer or employee thereof for flood damages that may result from reliance upon these regulations.

(Ord. No. 91-4892, § 2, 11-18-91)

Sec. 6-1629. Severability.

If any section, clause, provision, or portion of these regulations is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of these regulations shall not be affected thereby.

(Ord. No. 91-4892, § 2, 11-18-91)

Sec. 6-1630. Disclosure provision.

All owners of property in an identified 100-year floodplain as indicated on the official floodplain maps must notify potential buyers or their agents that such property is subject to the provisions of these regulations.

(Ord. No. 91-4892, § 2, 11-18-91)

Sec. 6-1631—6-1640. Reserved.

Sec. 6-1641. Administration.

(a)

As provided in section 6-1623 of these regulations, the floodplain administrator has been designated by the Billings City Council, and has the responsibility of such position as outlined in these regulations.

(b)

The floodplain administrator is hereby appointed with the authority to review floodplain development permit applications, proposed uses, and construction to determine compliance with these regulations. The floodplain administrator is required to assure all necessary permits have been received from those governmental agencies from which approval is required by federal and state law and local codes, including Section 404 of the Federal Water Pollution Control Act of 1972, 33 U.S.C. 1334, and under the provisions of the Natural Streambed and Land Preservation Act.

(1)

Additional factors: Floodplain development permits shall be granted or denied by the floodplain administrator on the basis of whether the proposed establishment, alteration, or substantial improvement of an artificial obstruction meets the requirements of these regulations. Additional factors that shall be considered for every permit application are:

a.

The danger to life and property due to increased flood heights, increased flood water velocities, or alterations in the pattern of flood flow caused by encroachments;

b.

The danger that materials may be swept onto other lands or downstream to the injury of others;

c.

The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination, and unsanitary conditions;

d.

The susceptibility of the proposed facility and its contents to flood damage and the effects of such damage on the individual owner;

e.

The importance of the services provided by the facility to the community;

f.

The requirement of the facility for a waterfront location;

g.

The availability of alternative locations not subject to flooding for the proposed use;

h.

The compatibility of the proposed use with existing development and anticipated development in the foreseeable future;

i.

The relationship of the proposed use to the comprehensive plan and floodplain management program for the area;

j.

The safety of access to property in times of flooding for ordinary and emergency services; and

k.

Such other factors as are in harmony with the purposes of these regulations, the Montana Floodplain and Floodway Management Act, and the National Flood Insurance Program.

(2)

Reserved.

(c)

A floodplain development permit application is considered to have been automatically granted sixty (60) days after the date of receipt of the application by the floodplain administrator unless the applicant has been notified that the permit is denied, conditionally approved, or additional information pertinent to the permit review process is required.

(d)

The floodplain administrator shall adopt such administrative procedures as may be necessary to efficiently administer the provision of these regulations.

(e)

The floodplain administrator shall maintain such files and records as may be necessary to document nonconforming uses, base flood elevations, floodproofing and elevation certifications, fee receipts, the issuance of permits, agenda, minutes, records of public meetings, and any other matters related to floodplain management in the City of Billings. Such files and records shall be open for public inspection. In matters of litigation, the Billings City Attorney may restrict access to specific records.

(f)

The floodplain administrator may require whatever additional information is necessary to determine whether the proposed activity meets the requirements of these regulations. Additional information may include hydraulic calculations assessing the impact on base flood elevations or velocities; level survey; or certification by a registered land surveyor, professional engineer, or licensed architect that the requirements of these regulations are satisfied.

(g)

Upon receipt of an application for a permit or a variance, the floodplain administrator shall prepare a notice containing the facts pertinent to the application and shall

publish the notice at least once in a newspaper of general circulation in the area. Notice shall also be served by first-class mail upon adjacent property owners and the DNRC Floodplain Management Section. the notice shall provide a reasonable period of time, not less than fifteen (15) days, for interested parties to submit comments on the proposed.

(h)

Copies of all permits granted must be sent to the Department of Natural Resources and Conservation in Helena, Montana.

(i)

In riverine situations, notification by the floodplain administrator must be made to adjacent communities, the Floodplain Management Section (DNRC), and FEMA prior to any alteration or relocation of a stream. The flood-carrying capacity within the altered or relocated portion of any stream must be maintained. Erosion control measures shall be incorporated to ensure stability of altered channels and stream banks.

(Ord. No. 91-4892, § 2, 11-18-91)

Sec. 6-1642. Permit applications.

(a)

Activities or uses that require the issuance of a permit, including the expansion or alteration of such uses, shall not be initiated, established, or undertaken until a permit has been issued by the floodplain administrator.

(b)

Permit applicants shall be required to furnish the following information as deemed necessary by the floodplain administrator for determining the suitability of the particular site for the proposed use.

(1)

Plans in duplicate drawn to scale (including dimensions) showing the nature, location, and elevation of the lot; existing and proposed structure locations; fill, storage, or materials site; floodproofing measures; mean sea level elevation of first floor of proposed structures; and location of the channel.

(2)

A plan view of the proposed development indicating external dimensions of structures, street or road finished grade elevations, well locations, individual sewage treatment and disposal sites, excavation and/or fill quantity estimates, and site plan and/or construction plans.

(3)

Specifications for floodproofing, filling, excavating, grading, riprapping, storage of materials, and location of utilities.

(4)

A professional engineer's or registered architect's design calculations and certification that the proposed activity has been designed to be in compliance with these regulations.

(5)

Certification of floodproofing and/or elevation shall be provided on a standard form available from the floodplain administrator.

(c)

To determine that the permit specifications and conditions have been completed, applicants who have received permits are required to furnish the following at the time of an on-site conformance inspection.

(1)

Certification by a registered professional engineer or licensed land surveyor of the actual mean sea level elevation of the lowest floor (including basement) of all new, altered, or substantially improved buildings.

(2)

If floodproofing techniques were used for buildings, the mean sea level elevation to which the floodproofing was accomplished must be certified by a structural engineer or licensed architect in the same manner.

(3)

Certification shall also be required, for artificial obstructions other than buildings, that the activity was accomplished in accordance with these regulations and the design plans submitted with the application for the permit activity. This certification may be waived by the floodplain administrator if it can be clearly ascertained by a site inspection that the activity was accomplished in accordance with these regulations.

(4)

Certification of floodproofing and/or elevation shall be provided on a standard form available from the floodplain administrator.

(Ord. No. 91-4892, § 2, 11-18-91)

Sec. 6-1643. Emergency waiver.

(a)

Emergency repair and replacement of severely damaged public transportation facilities, public water and sewer facilities, and flood control works may be authorized. Floodplain development permit requirements may be waived if:

(1)

Upon notification and prior to the emergency repair and/or replacement, the floodplain administrator determines that an emergency condition exists warranting immediate action; and

(2)

The floodplain administrator agrees upon the nature and type of proposed emergency repair and/or replacement.

(b)

Authorization to undertake emergency repair and replacement work may be given verbally if the floodplain administrator feels that such a written authorization would unduly delay the emergency works. Such verbal authorization must be followed by a written authorization describing the emergency condition, and the type of emergency work agreed upon, and stating that a verbal authorization had been previously given.

(Ord. No. 91-4892, § 2, 11-18-91)

Sec. 6-1644. Review; variances; appeals. 

(a)

There is hereby created a local floodplain management board of adjustment, the membership, administration, and rules of procedure of which are identical to a zoning board of adjustment.

(b)

The board of adjustment may, by variance, grant a permit that is not in compliance with the minimum standards contained in these regulations according to the following procedures:

(1)

Variances shall not be issued for areas within a floodway if any additional increase in flood elevations or velocities after allowable encroachments into the floodway fringe would result;

(2)

Variances shall only be issued upon:

a.

A showing of good and sufficient cause;

b.

A determination that refusal of a permit due to exceptional circumstances would cause a unique or undue hardship on the applicant or community involved;

c.

A determination that the granting of a variance will not result in increased flood hazards, present additional threats to public safety, be an extraordinary public expense, create nuisances, cause fraud, victimize the public; or conflict with existing state and local laws;

d.

A determination that the proposed use would be adequately floodproofed;

e.

A determination that a reasonable alternate location outside the floodplain is not available;

f.

A determination that the variance requested is the minimum necessary to afford relief, considering the flood hazard; and

g.

Approval of the Montana Department of Natural Resources and Conservation, upon a request from the permit issuing authority, prior to formally approving any permit application that is in variance to these regulations.

(3)

Variances shall be issued in writing from the permit issuing authority and shall notify the applicant that:

a.

A specific variance is granted, and certain conditions may be attached;

b.

The issuance of a variance to construct a building below the 100-year floodplain elevation will result in increased premium rates; and

c.

Such construction below the 100-year flood elevation increases risks to life and property. The floodplain administrator shall maintain records of the variance notification and actions, including justification for their issuance, and forward copies of all variance actions to the Montana Department of Natural Resources and Conservation and the Federal Emergency Management Agency.

(c)

Appeal of any decision of the permit issuing authority, its officers, or agencies may be taken by an aggrieved person or persons, jointly or separately, to a court of record.

(Ord. No. 91-4892, § 2, 11-18-91)

Sec. 6-1645. Fees.

A processing fee in an amount set by council resolution shall be submitted with each permit application.

(Ord. No. 91-4892, § 2, 11-18-91)

Sec. 6-1646. Violation.

The floodplain administrator shall bring any violation of these regulations to the attention of the local governing body; its legal council; and the Montana Department of Natural Resources and Conservation.

(Ord. No. 91-4892, § 2, 11-18-91)

Sec. 6-1647. Compliance.

Any use, arrangement, or construction not in compliance as authorized by permit, shall be deemed a violation of these regulations and punishable as provided in [section 6-1648](#). An applicant is required to submit certification by a registered professional engineer, architect, land surveyor, or other qualified person designated by the floodplain administrator that finished fill and lowest building floor elevations, floodproofing, hydraulic design, or other flood protection measures were accomplished in compliance with these regulations.

(Ord. No. 91-4892, § 2, 11-18-91)

Sec. 6-1648. Penalties.

Violation of the provisions of this article or failure to comply with any of the requirements, including permit approval prior to development of flood prone lands and conditions and safeguards established shall constitute a misdemeanor. Any person who violates these regulations or fails to comply with any of its requirements shall, upon conviction, be fined not more than one hundred dollars (\$100.00) or imprisoned in jail for not more than ten (10) days or both. Each day's continuance of a violation shall be deemed a separate and distinct offense.

(Ord. No. 91-4892, § 2, 11-18-91)

Sec. 6-1649. Emergency preparedness planning.

In formulating community development goals, the community shall consider the development of a plan for evacuating residents of all manufactured home parks or subdivisions located within flood prone areas. This plan should be developed, filed with, and approved by appropriate community emergency management authorities.

(Ord. No. 91-4892, § 2, 11-18-91)

Sec. 6-1650. Reserved.

Sec. 6-1651. Applications.

The minimum floodplain development standards listed in this chapter apply to the floodway and floodway fringe portions of the 100-year floodplain as delineated on the flood hazard area maps.

(Ord. No. 91-4892, § 2, 11-18-91)

Sec. 6-1652. Floodway. 

(a)

Uses allowed without permits. The following open-space uses shall be allowed without a permit within the floodway, provided that such uses conform to the provisions of Division 7 of these regulations; are not prohibited by any other ordinance, resolution, or statute; and do not require fill, excavation, permanent storage of materials, or equipment or structures other than portable structures:

(1)

Agricultural uses;

(2)

Accessory uses such as loading and parking areas, or emergency landing strips associated with industrial and commercial facilities;

(3)

Private and public recreational uses such as golf courses, driving ranges, archery ranges, picnic grounds, boat-launching ramps, parks, wildlife management and natural areas, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas, and hiking or horseback riding trails;

(4)

Forestry, including processing of forest products with portable equipment;

(5)

Residential uses such as lawns, gardens, parking areas, and play areas;

(6)

Irrigation and livestock supply wells, provided that they are located at least five hundred (500) feet from domestic water supply wells;

(7)

Fences, except permanent fences crossing channels; and

(8)

Recreational vehicles provided that they be on the site for fewer than one hundred eighty (180) consecutive days, or be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system with wheels intact, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

(b)

Uses requiring permits. The following artificial obstructions may be permitted in the floodway subject to the issuance of a permit by the floodplain administrator:

(1)

Excavation of material from pits and pools provided that:

- a. A buffer strip of undisturbed land is left between the edge of the channel and the edge of the excavation. This buffer strip must be of sufficient width to prevent flood flows from channeling into the excavation;
- b. The excavation meets all applicable laws and regulations of other local and state agencies; and
- c. Excavated material is disposed of or stockpiled outside the floodway.

(2)

Railroad, highway, and street stream crossings provided the crossings are designed to offer minimal obstruction to flood flow. Stream crossings shall not increase the elevation of the 100-year flood more than one-half foot nor cause a significant increase in flood velocities.

(3)

Limited filling for highway, street, and railroad embankments not associated with stream crossings, provided that:

- a. Reasonable alternate transportation routes outside the designated floodway are not available; and
- b. Such floodway encroachment is located as far from the stream channel as possible and shall not result in a cumulative increase in base flood elevations, after allowable encroachments into the floodway fringe, exceeding one-half foot.

(4)

Buried or suspended utility transmission lines, provided that:

- a. Suspended utility transmission line are designed so the lowest point of the suspended line is at least six (6) feet higher than the base flood elevation;
- b. Towers and other appurtenant structures are designed and placed to withstand and minimally obstruct flood flows; and
- c. Utility transmission lines carrying toxic or flammable materials are buried to a depth of at least twice the calculated maximum depth of scour for a 100-year flood. The maximum depth of scour shall be

determined by hydraulic engineering methods acceptable to the floodplain administrator.

(5)

Storage of materials and equipment, provided that:

a.

The material or equipment is not subject to major damage by flooding and is properly anchored to prevent floatation or downstream movement; or

b.

The material or equipment is readily movable within the limited time available after flood warning. Storage of flammable, toxic, hazardous, or explosive materials shall not be permitted.

(6)

Domestic water supply wells, provided that:

a.

They are driven or drilled wells located on ground higher than the surrounding ground to assure positive drainage from the well;

b.

Well casings are watertight to a distance of at least twenty-five (25) feet below the ground surface;

c.

Water supply and electrical lines have a watertight seal where the lines enter the casing;

d.

All pumps, electrical lines, and equipment are either submersible or adequately floodproofed; and

e.

Check valves are installed on main water lines at wells and at all building entry locations.

(7)

Buried and sealed vaults for sewage disposal in recreational areas, provided they meet applicable laws and standards administered by the Montana Department of Health and Environmental Sciences.

(8)

Public or private campgrounds, provided that:

a.

Access roads require only limited fill and do not obstruct or divert flood waters; and

b.

Recreational vehicles and travel trailers are licensed and ready for highway use. They are ready for highway use if on wheels or jacking system with wheels intact, are attached to the site with only quick disconnect type utilities and securing devices, and have no permanently attached additions.

(9)

Structures accessory to the uses permitted in this section such as boat docks, marinas, sheds, picnic shelters, tables, and toilets provided that:

a.

The structures are not intended for human habitation;

b.

The structures will have a low flood damage potential;

c.

The structures will, insofar as possible, be located on ground higher than the surrounding ground and as far from the channel as possible;

d.

The floodproofing standards of Division 7 are met; and

e.

The structures will be constructed and placed so as to offer minimal obstruction to flood flows and are anchored to prevent floatation.

(10)

Substantial improvements to any structure provided that the provisions of [section 6-1653](#)(b)(3), (b)(4) or (b)(5) of these regulations are met. In the floodway the structure must be floodproofed or elevated on a permanent foundation rather than on fill.

(11)

All other artificial obstructions, substantial improvements, or nonconforming uses not specifically listed or prohibited by these regulations.

(c)

Permits for flood control works. Flood control works shall be allowed within floodways subject to the issuance of a permit by the floodplain administrator with the following conditions:

(1)

Levees and floodwalls are permitted if:

a.

The proposed levee or floodwall is designed and constructed to safely convey a 100-year flood; and

b.

The cumulative effect of the levee or floodwall combined with allowable floodway fringe encroachments does not increase the unobstructed base flood elevation more than 0.5 foot. The floodplain administrator may establish either a lower or higher permissible increase in the base flood elevation for individual levee projects only with concurrence from the Montana Department of Natural Resources and Conservation and the Federal Emergency Management Agency based upon consideration of the following criteria:

1.

The estimated cumulative effect of any anticipated future permissible uses; and

2.

The type and amount of existing flood-prone development in the affected area.

c.

The proposed levee or floodway, except those to protect agricultural land, are constructed at least three (3) feet higher than the base flood elevation.

(2)

Riprap, except that which is hand-placed, if:

a.

The riprap is designed to withstand a 100-year flood;

b.

The riprap does not increase the base flood elevation; and

c.

The riprap will not increase erosion upstream, downstream, or adjacent to the riprap site.

(3)

Channelization projects if they do not significantly increase the magnitude, velocity, or base flood elevation in the proximity of the project.

(4)

Dams, provided that:

a.

They are designed and constructed in accordance with the Montana Dam Safety Act and applicable safety standards; and

b.

They will not increase flood hazards downstream, either through operational procedures or improper hydrologic/hydraulic design.

(d)

Permits for water diversions. Permits for the establishment of water diversion or change in place of diversion shall not be issued if, in the judgment of the floodplain administrator:

- (1) The proposed diversion will significantly increase the upstream base flood elevation to the detriment of neighboring property;
- (2) The proposed diversion is not designed and constructed to minimize potential erosion from a 100-year flood; and
- (3) Any permanent diversion structure crossing the full width of the stream channel is not designed and constructed to safely withstand a 100-year flood.

(e)

Prohibited uses. The following artificial obstructions and nonconforming uses are prohibited within the floodway:

- (1) New construction of any residential, commercial, or industrial structure;
- (2) Encroachments including fill, new construction, alterations, substantial improvements, and other development within the adopted regulatory floodway that would result in erosion of the embankment, obstruction of the natural flow of waters, or increase in flood levels within the community during the occurrence of the 100-year flood;
- (3) The construction or permanent storage of an object subject to floatation or movement during flooding;
- (4) Solid and hazardous waste disposal, sewage treatment, and sewage disposal systems;
- (5) Storage of toxic, flammable, hazardous, or explosive materials; and
- (6) Alterations of structures unless it can be shown the alteration won't raise flood heights;
- (7) Manufactured homes.

(Ord. No. 91-4892, § 2, 11-18-91)

Sec. 6-1653. Floodway fringe. 

(a)

Uses allowed without permits. All uses allowed in the floodway, according to the provisions of [section 6-1652\(a\)](#) of these regulations, shall also be allowed without a permit in the floodway fringe. In addition, individual or multiple family subsurface sewage disposal systems are allowed only when they are reviewed and approved under laws and regulations administered by the Department of Health and Environmental Sciences or the local health board.

(b)

Uses requiring permits. All uses allowed in the floodway subject to the issuance of a permit, according to the provisions of [section 6-1652\(b\)](#), (c), and (d) of these regulations, shall also be allowed by permit within the floodway fringe. In addition, new construction, substantial improvements, and alterations to structures are allowed by permit. This includes but is not limited to residential, commercial, and industrial construction and suitable fill to be allowed by permit from the floodplain administrator, subject to the following conditions:

(1)

Such structures or fill must not be prohibited by any other statute, regulation, ordinance, or resolution;

(2)

Such structures or fill must be compatible with local comprehensive plans;

(3)

The new construction, alterations, and substantial improvements of residential structures including manufactured homes must be constructed on suitable fill such that the lowest floor elevation (including basement) is two (2) feet or more above the base flood elevation. The suitable fill shall be at an elevation no lower than the base flood elevation and shall extend for at least fifteen (15) feet, at that elevation, beyond the structure(s) in all directions;

(4)

The new construction, alteration, and substantial improvement of commercial and industrial structures can be constructed on suitable fill as specified in [section 6-1653\(b\)\(3\)](#) of these regulations. If not constructed on fill, commercial and industrial structures must be adequately floodproofed to an elevation no lower than two (2) feet above the base flood elevation. Floodproofing must be certified by a registered professional engineer or architect that the floodproofing methods are adequate to withstand the flood depths, hydrodynamic and hydrostatic pressures, velocities, impact, buoyancy, and uplift forces associated with the 100-year flood.

a.

If the structure is designed to allow internal flooding of areas below the lowest floor, use of this space shall be limited to parking, loading

areas, building access, and storage of equipment or materials not appreciably affected by flood waters. The floors and walls shall be designed and constructed of materials resistant to flooding to an elevation no lower than two (2) feet above the base flood elevation. Walls shall be designed to automatically equalize hydrostatic forces by allowing for entry and exit of floodwaters. Openings may be equipped with screens, louvres, valves, other coverings, or devices which permit the automatic entry and exit of floodwaters.

b.

Structures whose lowest floors are used for a purpose other than parking, loading, or storage of materials resistant to flooding shall be floodproofed to an elevation no lower than two (2) feet above the base flood elevation. Floodproofing shall include impermeable membranes or materials for floors and walls and watertight enclosures for all windows, doors, and other openings. These structures shall also be designed to withstand the hydrostatic, hydrodynamic, and buoyancy effects of a 100-year flood.

c.

Floodproofing of electrical, heating, and plumbing systems shall be accomplished in accordance with Division 7 of these regulations.

(5)

All manufactured homes placed in the floodway fringe must have the chassis securely anchored to a foundation system that will resist floatation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, over-the-top or frame ties to ground anchors. The following conditions also apply:

a.

When a manufactured home is (1) altered, (2) replaced because of substantial damage as a result of a flood, or (3) replaced on an individual site, the lowest floor must be elevated two (2) feet above the base flood elevation. The home can be elevated on fill or raised on a permanent foundation of reinforced concrete, reinforced mortared block, reinforced piers, or other foundation elements of at least equivalent strength.

b.

Replacement or substantial improvement of manufactured homes in an existing manufactured home park or subdivision must be raised on a permanent foundation. The lowest floor must be two (2) feet above the base flood elevation. The foundation must consist of reinforced

concrete, reinforced mortared block, reinforced piers, or other foundation elements of at least equivalent strength.

c.

Manufactured homes proposed for use as commercial or industrial structures must be elevated and anchored, rather than floodproofed.

(6)

Fill material placed in the floodway fringe must be stable, compacted, well graded, pervious, generally unaffected by water and frost, devoid of trash or similar foreign matter, devoid of tree stumps or other organic material, and appropriate for the purpose of supporting the intended use and/or permanent structure.

(7)

Roads, streets, highways, and rail lines shall be designed to minimize increase in flood heights. Where failure or interruption of transportation facilities would result in danger to the public health or safety, the facility shall be located two (2) feet above the base flood elevation.

(8)

Agricultural structures that have a low damage potential, such as sheds, barns, shelters, and hay or grain storage structures must be adequately anchored to prevent floatation or collapse and all electrical facilities shall be placed above the base flood elevation; and

(9)

Recreational vehicles, if they are on the site for more than one hundred eighty (180) consecutive days or are not ready for highway use, must meet the elevating requirements of [section 6-1653\(b\)\(3\)](#).

(c)

Prohibited uses. The following artificial obstructions and nonconforming uses are prohibited within the floodway fringe:

(1)

Solid and hazardous waste disposal; and

(2)

Storage of highly toxic, flammable, hazardous, or explosive materials. Storage of petroleum products may be allowed by permit if stored on compacted fill at least two (2) feet above the base flood elevation and anchored to a permanent foundation to prevent downstream movement.

(Ord. No. 91-4892, § 2, 11-18-91)

Sec. 6-1654. Floodplain areas with flood elevations and no delineated floodway.



(a)

A development proposed for a 100-year floodplain, where water surface elevations are available but no floodway is delineated, may not significantly increase flood velocities or depths or generally alter patterns of flood flow. The provisions of [section 6-1653](#) Floodway Fringe, shall apply to these areas. The floodplain administrator may require a permit applicant to furnish additional hydraulic data before acting on a permit application for such a floodplain. The data may include, but are not limited to, any of the following:

(1)

A hydraulic study documenting probable effect on upstream, downstream, or adjacent property owners caused by the proposed development; or

(2)

The calculated increase in the 100-year flood water surface profile caused by the proposed development.

(b)

Permits for such proposed development may be modified or denied if the additional information shows that the proposed use would cause an additional flood hazard to adjacent property or significantly increase in flood heights. A significant increase in flood heights is one-half foot unless existing or anticipated development in the area dictates a lesser amount of allowable increase.

(Ord. No. 91-4892, § 2, 11-18-91)

Sec. 6-1655. Shallow flooding (AO Zones).

(a)

Shallow flooding areas are delineated as AO Zone floodplains on the flood insurance rate maps. The provisions of [section 6-1653](#), Floodway Fringe, of these regulations shall apply to any AO Zone floodplains. The depth of the 100-year flood is indicated as the depth number on the flood insurance rate maps. The 100-year flood depth shall be referenced to the highest adjacent grade or stream flow line in determining which fill or floodproofing heights to use in applying the provisions of [section 6-1653\(b\)\(3\)](#) and [section 6-1653\(b\)\(4\)](#) of these regulations. In the absence of depth or elevation information, a minimum two-foot flood depth shall be used.

(b)

Floodplain boundary interpretation. The floodplain administrator shall make interpretations where needed as to the exact location of an AO Zone floodplain boundary when there is a conflict between a mapped boundary and actual field conditions.

(Ord. No. 91-4892, § 2, 11-18-91)

Secs. 6-1656—6-1660. Reserved.

Sec. 6-1661. Applications.

The minimum floodplain development standards listed in this chapter apply to the 100-year floodplains delineated by approximate methods and identified as unnumbered A Zones on the flood insurance rate maps.

(a)

Uses allowed without permits. All uses allowed in a floodway, according to the provisions of [section 6-1652\(a\)](#) of these regulations, shall also be allowed without a permit in unnumbered A Zone floodplains.

(b)

Uses requiring permits. All uses allowed in floodway and floodway fringe subject to the issuance of a permit, according to the provisions of [section 6-1653\(b\)](#) shall require permits from the floodplain administrator for unnumbered A Zone floodplains. Also, the provisions of [section 6-1653\(b\)](#) apply to the A Zone floodplains with no floodway delineated or water surface profile computed. Since there are no 100-year flood water surface profiles computed for A Zone floodplains, the following conditions also apply:

(1)

Elevation data on the 100-year flood shall be provided for subdivision proposals according to the definitions and rules of the Montana Sanitation in Subdivisions Act, MCA 76-4 Part 1 and the rules adopted by DHES under this Act. These data shall be used in applying [section 6-1653\(b\)\(3\)](#), (b)(4), and (b)(5) of these regulations. Subdivision proposals shall also provide for adequate drainage to minimize potential for adequate drainage to minimize potential flood hazards.

(2)

The floodplain administrator may obtain, review, and reasonably use any base flood elevation and floodway data available from federal, state, or other sources, until such data have been provided by FEMA, to enforce [section 6-1653\(b\)\(3\)](#) and (b)(4) of these regulations; and

(3)

The floodplain administrator may use historical flood elevations to determine suitable fill or floodproofing elevations as required by [section 6-1653 \(b\)\(3\)](#) and (b)(4) of these regulations.

(4)

If historical flood evidence is not available; then the floodplain administrator shall determine, from a field review at the proposed development site, an appropriate fill or floodproofing elevation to use in applying [section 6-1653\(b\)\(3\)](#) and (b)(4) of these regulations. In the

absence of depth or elevation information, a minimum two-foot flood depth shall be used; and

(5)

Proposed structures must be anchored to prevent floatation or collapse and must be located as far from stream channels as practicable.

(c)

Prohibited uses. Those uses prohibited in the floodway fringe, in accordance with [section 6-1653\(c\)](#) of these regulations, shall also be prohibited within the A Zone floodplain boundaries.

(d)

Floodplain boundary interpretation. The floodplain administrator shall make interpretations where needed to as to the exact location of the unnumbered A Zone floodplain boundary when there is a conflict between a mapped boundary and actual field conditions.

(Ord. No. 91-4892, § 2, 11-18-91)

Secs. 6-1662—6-1670. Reserved.

Sec. 6-1671. Certification.

If the following floodproofing requirements are to be applied to a proposed structure, as stipulated by the floodplain administrator in accordance with these regulations, the methods used must be certified as adequate by a registered professional engineer or architect.

(Ord. No. 91-4892, § 2, 11-18-91)

Sec. 6-1672. Conformance.

Permitted floodproof systems shall conform to the conditions listed below and the floodproofing standards listed in [section 6-1653\(b\)\(4\)](#) of these regulations for commercial and industrial structures.

(a)

Electrical systems:

(1)

All incoming power service equipment, including all metering equipment, control centers, transformers, distribution and lighting panels, and all other stationary equipment must be located at least two (2) feet above the base flood elevation;

(2)

Portable or movable electrical equipment may be placed below the base flood elevation, if the equipment can be disconnected by a single submersible plug-and-socket assembly;

(3)

The main power service line shall have automatic or manually operated electrical disconnect equipment located at an accessible location outside the 100-year floodplain and above the base flood elevation; and

(4)

All electrical wiring systems installed at or below the elevation of the 100-year flood shall be suitable for continuous submergence and may not contain fibrous components.

(b)

Heating systems:

(1)

Float operated automatic control valves must be installed in gas furnace lines so that the fuel supply is automatically shut off when flood waters reach the floor level where the furnace is located;

(2)

Manually operated gate valves must be installed in gas supply lines. The gate valves must be operable from a location above the elevation of the 100-year flood;

(3)

Electric heating systems must be installed in accordance with the provisions of [section 6-1672\(a\)](#).

(c)

Plumbing systems:

(1)

Sewer lines, except those to be buried and sealed in vaults, must have check valves installed to prevent sewage backup permitted structures; and

(2)

All toilet stools, sinks, urinals, and drains must be located so the lowest point of possible water entry is at least two (2) feet above the elevation of the 100-year flood.



Federal Emergency Management Agency

Washington, D.C. 20472

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
19P

May 6, 2013

The Honorable Tom Hanel
Mayor, City of Billings
210 North 27th Street
Billings, MT 59101

Community: City of Billings, Montana
Community No.: 300085
Map Panels Affected: See FIRM Index

Dear Mayor Hanel:

This is to formally notify you of the final flood elevation determination for your community, in compliance with Title 44, Chapter I, Part 67, Section 67.11, Code of Federal Regulations (CFR). This section requires that notice of final flood elevations shall be sent to the Chief Executive Officer of the community, all individual appellants, and the State Coordinating Agency, and shall be published in the *Federal Register*.

On June 8, 1998, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) issued a Flood Insurance Rate Map (FIRM) that identified the Special Flood Hazard Areas (SFHAs), the areas subject to inundation by the base (1-percent-annual-chance) flood, in your community. Recently, FEMA completed a re-evaluation of flood hazards in your community. On March 8, 2010, FEMA provided you with Preliminary copies of the Flood Insurance Study (FIS) report and FIRM that identify existing flood hazards in your community, including Base Flood Elevations (BFEs). The proposed BFEs for your community were published in the *Billings Gazette*, on June 30, 2010 and July 7, 2010, and in the *Federal Register* at Part 67, Volume 71, Page 31371-31372, on June 3, 2010

The statutory 90-day appeal period, which was initiated on the second newspaper publication date cited above, has ended. FEMA did not receive any appeals of the proposed BFEs during that time. Accordingly, the BFEs for your community are considered final. The final rule for BFEs will be published in the *Federal Register* as soon as possible. The FIRM for your community will become effective on November 6, 2013. Before the effective date, FEMA will send you final printed copies of the FIS report and FIRM.

Because the FIS report establishing the BFEs for your community has been completed, certain additional requirements must be met under Section 1361 of the National Flood Insurance Act of 1968, as amended, within 6 months from the date of this letter. Prior to November 6, 2013, your community is required, as a condition of continued eligibility in the National Flood Insurance Program (NFIP), to adopt or show evidence of adoption of floodplain management regulations that meet the standards of Paragraph 60.3(d) of the NFIP regulations (44 CFR 59, etc.) by the effective date of the FIRM. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

It must be emphasized that all the standards specified in Paragraph 60.3(d) of the NFIP regulations must be enacted in a legally enforceable document. This includes adoption of the current effective FIS report and FIRM to which the regulations apply and other modifications made by this map revision. Some of the standards should already have been enacted by your community in order to establish initial eligibility

in the NFIP. Your community can meet any additional requirements by taking one of the following actions:

1. Amending existing regulations to incorporate any additional requirements of Paragraph 60.3(d);
2. Adopting all the standards of Paragraph 60.3(d) into one new, comprehensive set of regulations;
or
3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of Paragraph 60.3(d).

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) as amended.

In addition to your community using the FIS report and FIRM to manage development in the floodplain, FEMA will use the FIS report and FIRM to establish appropriate flood insurance rates. On the effective date of the revised FIRM, actuarial rates for flood insurance will be charged for all new structures and substantial improvements to existing structures located in the identified SFHAs. These rates may be higher if structures are not built in compliance with the floodplain management standards of the NFIP. The actuarial flood insurance rates increase as the lowest elevations (including basement) of new structures decrease in relation to the BFEs established for your community. This is an important consideration for new construction because building at a higher elevation can greatly reduce the cost of flood insurance.

To assist your community in maintaining the FIRM, we have enclosed a Summary of Map Actions to document previous Letter of Map Change (LOMC) actions (i.e., Letters of Map Amendment (LOMAs), Letters of Map Revision (LOMRs)) that will be superseded when the revised FIRM panels referenced above become effective. Information on LOMCs is presented in the following four categories: (1) LOMCs for which results have been included on the revised FIRM panels; (2) LOMCs for which results could not be shown on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lots or structures involved were outside the SFHA as shown on the FIRM; (3) LOMCs for which results have not been included on the revised FIRM panels because the flood hazard information on which the original determinations were based are being superseded by new flood hazard information; and (4) LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures cannot be revalidated through an administrative process like the LOMCs in Category 2 above. LOMCs in Category 2 will be revalidated through a single letter that reaffirms the validity of a previously issued LOMC; the letter will be sent to your community shortly before the effective date of the revised FIRM and will become effective 1 day after the revised FIRM becomes effective. For the LOMCs listed in Category 4, we will review the data previously submitted for the LOMA or LOMR request and issue a new determination for the affected properties after the revised FIRM becomes effective.

The FIRM and FIS report for your community have been prepared in our countywide format, which means that flood hazard information for all jurisdictions within Yellowstone County has been combined into one FIRM and FIS report. When the FIRM and FIS report are printed and distributed, your community will receive only those panels that present flood hazard information for your community. We will provide complete sets of the FIRM panels to county officials, where they will be available for review by your community.

The FIRM panels have been computer-generated. Once the FIRM and FIS report are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided to your community for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance purchase and rating requirements, and many other planning applications. Copies of the digital files or paper copies of the FIRM panels may be obtained by calling our FEMA Map Information eXchange (FMIX), toll free, at 1-877-FEMA MAP (1-877-336-2627). In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

If your community is encountering difficulties in enacting the necessary floodplain management measures required to continue participation in the NFIP, we urge you to call the Director, Federal Insurance and Mitigation Division of FEMA in Denver, CO, at (303) 235-4800 for assistance. If you have any questions concerning mapping issues in general or the enclosed Summary of Map Actions, please call our FMIX at the toll free number shown above. Additional information and resources your community may find helpful regarding the NFIP and floodplain management, such as *The National Flood Insurance Program Code of Federal Regulations*, *Answers to Questions About the National Flood Insurance Program*, *Frequently Asked Questions Regarding the Effects that Revised Flood Hazards have on Existing Structure*, *Use of Flood Insurance Study (FIS) Data as Available Data*, and *National Flood Insurance Program Elevation Certificate and Instructions*, can be found on our website at <http://www.floodmaps.fema.gov/lfd>. Paper copies of these documents may also be obtained by calling our FMIX.

Sincerely,



Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

Enclosure:
Final Summary of Map Actions

cc: Community Map Repository
Kim Palmieri, Community Floodplain Administrator