

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

June 9, 2014

6:30 P.M.

CALL TO ORDER: Mayor Hanel

PLEDGE OF ALLEGIANCE: Mayor Hanel

INVOCATION: Councilmember Cimmino

ROLL CALL: Councilmembers present on roll call were:

MINUTES:

- May 12, 2014
- May 27, 2014 (pending)

COURTESIES:

PROCLAMATIONS:

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Item: #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. 12-43, Back-Up Power, Phase III.** (Opened 5/27/14)(Delayed from 5/27/14) Recommend CEI Electrical Contractors; \$477,250.

- B. Professional Services Contract** for W.O. 14-11, Wastewater Treatment Plant Nutrient Upgrade, Expansion & Improvements; HDR Engineering; \$4,591,900.

- C. Landfill Use Agreements** (effective July 1, 2014) with Yellowstone County; Stillwater County; City of Laurel; City of Powell, WY; MacKenzie Disposal, Inc.; Republic Services; and Two Tough Guy Services, LLC. Approximate annual revenue - \$1,900,000 for Solid Waste Fund, and \$110,000 in franchise fees and out-of-state surcharge fees for General Fund.

- D. Amendment #2, W.O. 14-05 SBURD Sanitary Sewer, Phase 1,** Professional Services Contract, DOWL-HKM, \$38,200.

- E. Acknowledge Receipt of Petition to Vacate** approximately 10,324 square feet of an undeveloped portion of Monroe Street just north of Orrel Street; Community & Leadership Development, Inc., petitioner; and set a public hearing date for July 13, 2014.

- F. Resolution** allocating \$25,000 from the FY14 Council Contingency Fund to the FY15 PRPL Fund to complete planning and begin equipment acquisition for the High Sierra Park disc golf course.

- G. Resolution** allocating \$10,000 from the FY14 Council Contingency Fund to the FY15 PRPL Fund to help pay for an Optimist Park Master Plan.

- H. Second/Final Reading Ordinance for Zone Change #920:** A zone change from Agriculture Open-Space (A-1) to Residential 6,000 (R-60) on a 19.5-acre parcel generally located south of Grand Avenue near the intersection of Grand Avenue and 56th Street West; Regal Land Development, owner; Scott Worthington, agent. Approval of the zone change and adoption of the determinations of the 10 criteria.

- I. Preliminary Subsequent Minor Plat** of Amended Lot 3A, Block 1, Popelka Commerce Center Subdivision, described as approximately 11.27 acres of vacant land generally located on the northwest corner of King Avenue East and South Billings Boulevard; Bob Popelka, owner; Sanderson Stewart, agent; conditional approval of the plat and adoption of the Findings of Fact.

- J. Preliminary Subsequent Minor Plat** of Amended Lot 1, Block 1, Geyser Park Subdivision, described as approximately 5.27 acres of land generally located at 4910 Southgate Drive, west of the I-90/South Billings Boulevard Interchange; John Williamson, owner; Sanderson Stewart, agent; conditional approval of the plat and adoption of the Findings of Fact.

K. Bills and Payroll:

1. May 12, 2014
2. May 19, 2014

REGULAR AGENDA:

2. **PUBLIC HEARING AND SITE DEVELOPMENT ORDINANCE VARIANCE:** A variance from Section 6-1203(r) allowing customer access via an alley for commercial uses abutting a residential zone for a mobile food trailer to be parked serving customers behind 628 Grand Avenue; Bill Jensen and Cathy Pike, owners. Staff recommends conditional approval. (Action: approval or disapproval of staff recommendation.)
3. **PUBLIC HEARING AND RESOLUTION FOR ANNEXATION #14-01:** Property described as a portion of Tract 2B, of Corrected Certificate of Survey 840, 2nd Amended, located north of Kyhl Lane in the Billings Heights and currently addressed as 1880 and 1916 Hawthorne Lane. Richard Jr. and Mae L. Satorie, petitioners. Staff recommends conditional approval. (Action: approval or disapproval of staff recommendation.)
4. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward IV to include recently annexed property in Annexation #14-02: approximately 19.5 acres located south of Grand Avenue near the intersection of Grand Avenue and 56th Street West; Regal Land Development, owner. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
5. **PUBLIC HEARING AND RESOLUTIONS** setting annual FY2015 assessments for Street Maintenance; Storm Sewer; Arterial Construction; Business Improvement District; Tourism Business Improvement District; and all-purpose mill levy and mill levies for Library operation, Transit operation, and Public Safety Funds. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
6. **PUBLIC HEARING AND RESOLUTION** approving and adopting the Fiscal Year 2015 City of Billings Budget. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
7. **PUBLIC HEARING AND VOTE TO STOP STAFF WORK ON A NON-DISCRIMINATION ORDINANCE (NDO).** Staff recommends postponing action on the NDO and revision of related administrative orders until after the 2015 session of the Montana Legislature. (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: 06/09/2014
TITLE: W.O. 12-43 Back-up Power Phase III
PRESENTED BY: David Mumford, Public Works Director
Department: Public Works

PROBLEM/ISSUE STATEMENT

W.O. 12-43 Back-up Power Phase III will provide backup power to the Voelker, Willett, and Leavens Pump Stations in the City's water distribution system. Electrical upgrades to the Chapple Pump Station will also be completed as part of the project. In the event of a power failure at these pump stations, it is critical that they continue to operate so that the distribution system does not have water shortages. The project was advertised on May 8th, 15th, and 22nd in the Billings Times and on the City's Website. Bids were opened on May 27th, 2014, and three bids were received. CEI Electrical Contractors submitted the lowest responsible bid.

ALTERNATIVES ANALYZED

The Council may:

- Award Work Order 12-43; Back-up Power Phase III to CEI Electrical Contractors in the amount of \$477,250.00; or
- Do not award Work Order 12-43. If not awarded, the City would need to re-bid or cancel the project, in which case the distribution system may experience water shortages in the event of a power outage.

FINANCIAL IMPACT

The following bids were received and evaluated:

Contractor	Total Bid
CEI Electrical Contractors	\$477,250.00
Ace Electric	\$510,000.00
Yellowstone Electric	\$786,050.00

The funding for this project was budgeted in FY14 and the source is Water Funds.

Budgeted Amount	\$840,000
Previously Encumbered	\$139,124
This contract	\$477,250
Remaining Funds	\$223,626

RECOMMENDATION

Staff recommends that Council award W.O. 12-43, Back-up Power Phase III, to CEI Electrical Contractors in the amount of \$477,250.00.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/09/2014

TITLE: Professional Services Contract for W.O. 14-11; Wastewater Treatment Plant Nutrient Upgrade, Expansion & Improvements

PRESENTED BY: Tom Binford, Director of Aviation & Transit

Department: Public Works

PROBLEM/ISSUE STATEMENT

The Council is asked to award a professional engineering services contract in the amount of \$4,591,900.00 to HDR Engineering, Inc. to design and bid the City of Billings Wastewater Treatment Plant (WWTP) Nutrient Upgrade and Expansion and Improvements Project. HDR was selected for this project based on City staff review of project proposals submitted by prequalified firms. Trotter and Associates, Inc. was the other firm considered for the project.

The City of Billings will be required to comply with a new Montana Pollutant Discharge Elimination System (MPDES) wastewater discharge permit within the next year. Under the new permit, the WWTP will need to meet more stringent discharge standards for total nitrogen, phosphorus and ammonia. HDR recently completed the Wastewater Treatment Facility Plan (WWTFP) which developed the strategy to meet the anticipated new discharge requirements, while looking long-term at the proposed Montana Department of Environmental Quality (MDEQ) Numeric Nutrient Standards. WWTP design criteria were developed with respect to discharge limits and flow rates. WWTP processes were evaluated and those needing to be modified were selected for design. The WWTFP also evaluated the existing plant condition and included recommendations to repair, upgrade, or replace various facilities around the plant.

The project scope for W.O. 14-11 generally includes the following work items:

- Design for nutrient removal upgrades. Secondary treatment facilities will be designed in two trains that can be operated separately. Work includes a new splitter box, bioreactors, effluent launder, blowers, secondary clarifiers, piping, pumping stations, and a chemical building.
- Design for ammonia criteria. Work includes centrate equalization, swing zones and DO control.
- Design upgrades for existing facilities. Major new facilities include corrosion and odor control facilities, a sludge holding tank, pump station, and a grease handling facility. Work also includes improvements recommended in the Electrical Master Plan Update.
- Design for improvements that are related to bringing certain existing facility features up to code and also improvements that are lower priority and cosmetic in nature.
- Provide facilities required to meet peak flows such as larger and additional piping, a new screen, vortex grit unit, pumps, UV trains and an expanded outfall to the river.
- Provide site grading and paving improvements.
- Provide further evaluation of resource recovery options and layouts for future facilities.
- Provide architectural, structural, mechanical and electrical design services as well as instrumentation and controls support.
- Include existing administration building modifications and landscaping.
- Assist in development of application and submittal materials to obtain permits.

- Provide bidding services.

ALTERNATIVES ANALYZED

The Council may:

- Award the engineering contract to HDR Engineering; or
- Do not award the contract to HDR Engineering. If this project is not completed, the City will be unable to meet the requirements of the new wastewater discharge permit to be issued by MDEQ and will not have the capacity to treat increased flows to the WWTP expected in the years to come.

FINANCIAL IMPACT

The funding for the project was budgeted in FY2014 and the source is wastewater funds.

RECOMMENDATION

Staff recommends that Council award a professional engineering services contract to HDR Engineering in the amount of \$4,591,900.00.

APPROVED BY CITY ADMINISTRATOR

WO 14-11 PES Contract

Contract for Professional Architectural and Engineering Services

City of Billings W.O. 14-11; Wastewater Treatment Plant Nutrient Upgrade, Expansion and Improvements

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

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 16 pages (Basic Services of Engineer);

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

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

Appendix D consisting of 1 pages (Schedule of Professional Fees);

Appendix E consisting of 1 pages (Project Schedule);

Appendix F consisting of 2 pages (Certificate(s) of Insurance); and

PART I SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his/her designee.
- B. "Billings" means the City of Billings.
- C. "Engineer" and/or "Contractor" means HDR Engineering, Inc.

Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
- B. Billings shall pay the Contractor in accordance with Section 4.
- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
- D. The Contractor shall provide hard copy as-built drawings and in digital format, as approved by the City of Billings, to the Administrator within 30 days after the project

completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings.

- E. The Contractor shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2019.

Section 4. Compensation; Method of Payment.

- A. Subject to the Contractor's satisfactory performance, Billings shall pay the Contractor no more than Four Million, Five Hundred Ninety One Thousand Nine Hundred and no/100 dollars (\$4,591,900.00) in accordance with this Section and Appendix B.
- B. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay the Engineer for all services provided not under dispute in the invoice. Billings will pay Contractor within 30 days of receiving an acceptable invoice.
- C. The Engineer is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- D. 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 Contractor's Services.

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

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

Section 6. Duties Upon Termination

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

Section 7. Insurance.

- A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Contractor shall provide the following insurance:
 - 1. Workers' compensation and employer's liability coverage as required by Montana law.
 - 2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
 - 3. Commercial automobile liability -- \$1,500,000 per accident.
 - 4. Professional liability in the amount of \$1,500,000 per claim.

- C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
- D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

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

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

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

Section 10. Notices.

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

Billings: City Engineer (Debi Meling)
City of Billings
Public Works Department
2224 Montana Avenue
Billings, Montana 59101

e-mail: melingd@ci.billings.mt.us
FAX: (406) 657-3097

Contractor: Craig Habben
HDR Engineering, Inc
2913 Millennium Circle
Billings, MT 59102

e-mail: craig.Habben@hdrinc.com
FAX: (406) 652-2758

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
- B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
- C. Effectively controls and accounts for all municipal funds and Contract property;

- D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
- E. Allocates administrative costs to direct service delivery units;
- F. Minimizes the time between receipt of funds from Billings and their disbursement by the Contractor;
- G. Provides accounting records supported by source documentation; and
- H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

**PART II
GENERAL CONTRACT PROVISIONS**

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Contractor: Area Manager
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

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

Section 11. Availability of Funds.

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

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

City of Billings

Contractor

THOMAS W. HANEL, Mayor

HDR Engineering, Inc.

Date: _____

Name: _____

ATTEST:

Title: _____

Date: _____

City Clerk

IRS Tax ID # 47-0680568

Date: _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, City Attorney

Date: _____

STATE OF MONTANA)
)
) :ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of _____, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

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

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

Appendix A

Basic Services of Engineer W.O. 14-11--Wastewater Treatment Plant Nutrient Upgrade, Expansion and Improvements

Section 1. Engineer's Rights and Duties.

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

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

Section 2. Billings Rights and Duties.

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

Section 3. Scope of Work.

The project consists of engineering services for the design and bidding phases for the City of Billings Wastewater Treatment Plant (WWTP) Nutrient Upgrade and Expansion Project. Scope and fee for the construction administration, operation and maintenance manual, training, startup and plant operation assistance phases will be added by amendment at a later date. The project is based on recommendations from the Wastewater Treatment Facility Plan (WWTFP) (HDR, 2013). At the conclusion of the Design Report, the City and HDR will evaluate if there are any significant changes to the scope of the improvements recommended and determine if there are any appropriate changes that need to be made to the scope and fee.

The scope of work is summarized below.

- Design for 2028 projected flow and loadings including industries identified in WWTFP.
- Design for Tier I and Tier II criteria from the WWTFP.
- Design for nutrient removal upgrades to meet the Tier I and Tier II criteria using the A2O process. The secondary treatment will be designed so that two halves of the facilities can be operated separately, including separate electrical systems for each half. Upgrades specific to nutrient removal includes:
 - New Bioreactor Splitter Box – design to include provisions for future bioreactor expansion. Design splitter box to be redundant and operate half of secondary treatment. Each half of splitter box to accept one forcemain from Secondary Pumping Station and one RAS pipe. Splitter box to be cast-in-place concrete with no brick veneer. Flow split to be with manual weir gates.
 - Convert existing aeration basins and existing secondary clarifiers into bioreactors. Increase operating depth of the basins to meet required HRT for 2028. Provide bioreactor baffle walls and configuration as laid out in the WWTFP. Baffle walls to be cast-in-place concrete. Provide mixers for anaerobic and anoxic zones. Include maintenance access to each mixer. In Design Report

- evaluate use of submersible pumps versus pumps located in tunnel system for mixed liquor return. Use existing chase adjacent to Aeration Basin Effluent Channel for a Bioreactor Effluent Channel from Bioreactors 3 and 4. Provide a new launder for effluent from Bioreactors 1 and 2. Include provisions for expanding bioreactors to the west to meet 2038 flows.
- Expand blower capacity and air piping capacity for new air diffuser system and oxygen demand. Utilize existing Blower Room and air header where feasible. Replace existing blowers with higher efficiency blowers that meet 2028 flows. Add a second air header across existing bridge to bioreactors and piping to each aeration zone. Verify bridge can handle larger pipe than originally planned (new bridge or upgrade not included in scope). All piping to be overhead. Plan for future air requirements for 2038 flows and potential 5th Stage aeration zones. Each aeration zone to be automatically controlled by dissolved oxygen (DO) and/or ammonia levels when applicable. Blowers to be automatically controlled by pressure in discharge header. Evaluate diffuser options in Design Report. Demolish existing diffuser system.
 - Provide two new secondary clarifier complexes, each with three circular secondary clarifiers designed to be expandable to four clarifiers each. Clarifiers to be cast-in-place concrete with no brick veneer. Each complex to include a RAS/WAS/scum pump station. Pump stations will not be connected to existing tunnel system. Pump stations will include a superstructure to house electrical equipment and hoisting equipment for removal of equipment from lower level. Superstructure to utilize precast sandwich wall panels and precast ceiling panels. Provide RAS pipe from each pump station to each side of the Bioreactor Splitter Box. Provide a combined WAS and scum pipe from each complex to the air flotation thickener. Provide redundant pumping. Include provisions for future clarifier.
 - Provide influent piping and splitter box for each secondary clarifier complex. Splitter boxes to be cast-in-place concrete with no brick veneer. Flow split to be with manual weir gates. Include piping for future clarifiers to extent required for future constructability such as piping below new slabs that would be needed for the future clarifiers.
 - Provide secondary clarifier effluent piping to connect to existing UV disinfection system. Provide two effluent piping systems. Include provisions for future clarifiers and for potential tertiary treatment.
 - Provide a Chemical Building to house chemicals for initial project as well as planned future projects. Facility to include provisions for alum, acetate and polymer. Provide acetate components only as logical with other chemical provisions. i.e. buried piping banks. Two future chemicals in separate rooms will be provided for. Superstructure to utilize precast sandwich wall panels and precast ceiling panels. Determine building location during preliminary design. Separate rooms to be provided to isolate chemicals. Cast-in-place concrete containment areas will be below ground for containing potential chemical spills.
 - Provide new chemical feed points for alum ahead of centrifuges and alum and polymer ahead of secondary clarifiers. Relocate existing polymer system to Chemical Building. To meet Tier II requirements, provide acetate feed points to anoxic zones. Also provide alum feed points to Headworks ahead of primary clarifiers.

- Design for meeting ammonia criteria defined in Tier I of the WWTFP
 - Provide centrate equalization – in preliminary design evaluate rehabilitating existing Decant Tanks and associated pump station. Centrate will be pumped into existing pipe to the Headworks or Secondary Pumping Station.
 - Provide swing zones in A2O process which can be operated as either anoxic zones or aerated zones for nitrification. Provide DO control of air supply in swing zones.
- Design upgrades for existing facilities with Priorities 1, 2A and 2B as identified in the WWTFP. Include any issues similar to Priority 2B that have developed since the evaluation for the WWTFP. This includes improvements recommended in the Electrical Master Plan Update (HDR, 2011). Major new facilities include:
 - Corrosion and odor control facilities for preliminary treatment, primary treatment, secondary pumping station wetwell, and residuals handling. Facilities to include point source collection and ducting from each process to treatment. Provide one or two treatment systems based on efficiency of ducting. Evaluate treatment type in Design Report. Construction of corrosion and odor control facilities will not be a separate project, but will be required to be completed at the beginning of the overall project.
 - Sludge holding tank with floating gasholder cover and centrifuge feed pump station. Sludge holding tank to be cast-in-place or pre-stressed concrete with no brick veneer. Pump station to be cast-in-place concrete below ground and precast sandwich wall panels and precast roof panels for superstructure. Provide option to bypass sludge storage tank and pump directly out of primary digesters.
 - Grease Handling Facility. Grease to be processed and injected directly into a Primary Digester or the Sludge Holding Tank. Evaluate equipment options and combining facility with Centrifuge Pump Station.
- Design for Priority 2C and 2D items listed in the WWTFP as bid alternates. Include any issues similar to these priorities that have developed since the evaluation for the WWTFP.
- Provide peak flow facilities identified in the WWTFP that are required to meet the projected 2028 peak flow of 67 mgd. Project when additional facilities would be required to be completed. Facilities include:
 - Influent piping to the Headworks – include redundancy of siphons and ability to isolate Special Manholes 2 and 3 for repair. Include provisions for future interceptor replacement.
 - Additional Headworks equipment – new screen and vortex grit unit.
 - Primary influent piping – upsize piping and connect directly to vortex grit unit effluent channel.
 - Add fifth secondary pump in Secondary Pumping Station. Add second forcemain to Bioreactor Splitter Box.
 - Additional UV trains. Provide UV units in existing channel and add a fourth channel for additional UV units.
 - Add second outfall pipe and expanded outfall including provisions to isolated outfalls.
- Provide site piping, paving and grading improvements associated with the improvements described above including:
 - New access road around new secondary clarifiers.

- Adequate access to Chemical Building for deliveries and Grease Facility for unloading grease loads.
- Provide further evaluation of resource recovery options developed in WWTFP as part of the Design Report. Provide recommendations for biosolids, biogas and nutrient resources.
- Provide layouts for future facilities to meet nutrient criteria up to the limits of technology for nitrogen and phosphorous. Where applicable include provisions for expansion or connection to future facilities. Future facilities would include tertiary treatment and 4th and 5th stages for secondary treatment for a 5-Stage Bardenpho process.
- Provide architectural design services:
 - Include repairs and improvements to existing facilities as outlined in the detailed tables by facility in Chapter 5 of the WWTFP.
 - Provide architecture of new facilities similar to existing plant architecture.
- Provide structural design services:
 - Include repairs and improvements to existing facilities as outlined in the detailed tables by facility in Chapter 5 of the WWTFP.
 - Provide structural services for new facilities.
- Provide mechanical design services:
 - Include mechanical upgrades described in the existing treatment plant evaluation in the detailed tables by facility in Chapter 5 of the WWTFP.
 - Provide heating and ventilation of new facilities.
 - Provide plumbing systems for new facilities.
- Provide electrical design services:
 - Include electrical improvements identified in the Electrical Master Plan Update that have not been completed. Recommended improvements include additional plant backup power and replacement of transformers to secondary treatment. New transformers to be in a new location to avoid conflict with future expansion of bioreactors.
 - Remove motor controls centers (MCCs) along west side of aeration basins. Provide new MCC(s) for blowers in blower room.
 - Provide electrical systems for new facilities
- Instrumentation and controls to support identified upgrades and new facilities as well as improvements to existing facilities.
 - Replace plant PLCs not recently replaced or that will be not be replaced by new PLCs for new processes.
 - Provide new PLCs for new facilities including one for each secondary sludge pump station, one for the aeration system, one for the chemicals facilities/centrate equalization and one for corrosion/odor control.
 - Provide software integration and software programming preliminary coordination for automatic operation of all new facilities. Software development and programming will be completed in services added by amendment.
- Existing Administration Building modifications including conversion of an existing Chlorine Room into a new Control Room and access enhancements to the new control room area.
 - Remove unused programming.
 - Complete conversion to an all Ethernet network.
- Landscaping

- Provide new landscaping along the south and southwest corner of the site.
- Provide assistance in development of application and submittal materials for the City's use in obtaining the following permits:
 - US Army Corps of Engineers 404 Permit
 - Building Permit
 - Montana Department of Environmental Quality (DEQ) Air Permit for Construction
- Provide bidding services
 - Bidding services based on one bid package.
- Items not include in scope of work:
 - Detailed design of any resource recovery recommendations
 - New Administration/Laboratory Building
 - Levee evaluation or design of any levee modifications
 - Pre-purchasing of equipment
 - SRF assistance
 - Public education assistance
 - Discharge permit assistance
 - River diffuser

DETAIL SCOPE OF SERVICES

The scope of services that will be utilized on the Wastewater Treatment Plant Nutrient Upgrade and Expansion Project is presented in the summaries for Tasks 100 through 900. The scope of services is organized as follows:

<u>Task Series</u>	<u>Description</u>
100	Project Initiation, Coordination and Management
200	Early Out Project (not included)
300	Preliminary Design Phase
400	Final Design Phase
500	Bid Phase
600	Construction Phase (scope and fee to be added by amendment)
700	Startup, Training and O & M (scope and fee to be added by amendment)
800	Operations Assistance (scope and fee to be added by amendment)
900	Application Software Programming Services (scope and fee to be added by amendment)

TASK SERIES 100

101 – Project Initiation

The purpose of this task is to kick off the project externally and internally. A project guide and all the support paperwork will be developed for all team members to have available to understand the project, the project team and the project requirements. The project guide is updated with significant changes in the project. The project will be kicked off with the City with pertinent staff from the City and HDR to review the project components and the process for completing the design.

- Deliverables – Half day meeting with City, agenda and meeting minutes.

102 – Meetings with City Staff

During the preliminary design and final design phases of the project, key members of the Consultant design team will meet with the City staff to review the project. Meeting minutes will be prepared and distributed to all parties attending the meeting. During preliminary design meetings will be approximately twice a month with a review meeting at the completion of the draft Design Report. During final design meetings will occur about every other week. 40 total meetings are planned for. Meetings to normally be held at the WWTP Conference Room.

- Deliverables – Meeting minutes and decision log updated for each meeting

103 – Montana Department of Environmental Quality Coordination

As part of this task, Consultant will coordinate the project and project deliverables with DEQ. DEQ has a copy of the WWTFP. Variances will be requested from DEQ during preliminary design for clarifier criteria on both the primary clarifiers and the new secondary clarifiers. A variance will also be requested for having a backup screen available for the Headworks but not installed to provide firm capacity with the largest unit out of service. Design will be reviewed with DEQ prior to the 95% submittal and completion of the design.

- Deliverables – Variance paperwork and two hard-copy review contract document sets to DEQ.
- Assumptions – Two trips to Helena including the Engineer's Project Manager and designated representative from the City.

104 – Design and Bidding Services Project Management

As part of this task, the Engineer's Project Manager will lead coordination of the design team with the City as well as supervise the design team. Project Manager and Accountant will monitor project status, maintain project schedule and prepare financial documents.

- Deliverable – Monthly invoices

TASK SERIES 200 – EARLY OUT PROJECT (Not included in Original Contract)

TASK SERIES 300 – PRELIMINARY DESIGN PHASE

This task series will further develop recommendations from the WWTFP. The tasks associated with the preliminary design include the following:

301 – Geotechnical Investigations

A soils consultant will perform geotechnical investigations to determine the structural design requirements and limitations for new structures at the plant site. A portion of the investigation will occur at the beginning of preliminary design and the remainder of the investigation will occur at the start of final design when all new facility locations and requirements are known. A total of 15 borings are included for new facilities.

- Deliverable – Geotechnical Report

302 – Perform Design Surveys

The overall scope is to provide topographic survey of the entire WWTP site. The topographic survey will verify the location of structures and above ground appurtenances. The survey will provide topographic data for the area of new construction.

- The existing datum of the WWTP will not be continued.
- The horizontal coordinates will be Montana coordinate system NAD 83 and the vertical will be NAVD 88.
- The existing control provided by the City will be verified
- Control will be densified to accommodate topographic survey with robotic total station.
- Provide differential level thru all control points
- Provide differential level thru existing structures where existing elevations are listed.
- Robotic total station will be used on all hard surface topographic shots and structure locations.
- GPS will be used on the natural ground surface areas if more economical than the robotic total station.
- The underground utilities will be protracted by previous as-constructed drawings into the ground model.
- The determination of utility locates pot-holed by City will be completed over two site visits and will be done during the final design process to determine key tie-in locations or utility locations. The City will provide the pot-holing.
- Topographic survey to extend to the base of the rims and reflectorless shots along the rim face will be provided.
- City responsibility – provide utility locates and pertinent GPS information.

303 – Wetlands Delineation Report

This task consists of all services necessary to complete the wetland delineation for the Project. The delineation will be for a Project Area of approximately 5 acres in two separate areas. Waters of the U.S. are present within the identified Project Area. A formal delineation needs to be completed to confirm the presence and boundaries of wetlands and other waters of the U.S. The following items are included with the preparation of the wetland delineation report:

- *Field Visit.* A wetland delineation will be conducted utilizing the US Army Corps of Engineers (USACE) current methodology in order to determine the waters of the U.S. and determine the wetland boundaries within the designated Study Area. A GPS unit with sub-meter accuracy will be utilized to capture the boundaries.
- *Prepare Wetland Delineation Report.* The delineation report will consist of a narrative discussing wetland delineation methodology and information regarding the findings of the field investigation. Figures will be developed that utilize the electronic file of the wetland area boundaries collected in the field. The wetland delineation report containing methodology and findings of the wetland delineation will be provided in pdf format. The findings of the delineation include identification of the type, size, and location of all potential waters of the U.S. USACE data forms will be provided for all areas of investigation.
- Deliverables: Wetland Delineation Report

304 – 404 Permit Application

Prepare the 404 permit application for the 404 permit. HDR will prepare the 404 permit application utilizing design information to identify the impacts to Waters of the U.S.

- Deliverables: 404 Permit Application

305 – Prepare a Design Report

Prepare a design report that describes the project and the planned improvements. Preliminary drawings will be developed showing plan views of proposed improvements and key sections. Chapters included and some of the key items the chapters will cover include:

- Introduction
- Summary of Recommend Plan
- Design Objectives and Criteria
- Construction Implementation Plan
 - Construction sequencing
 - Construction constraints
 - Construction staging
- Codes, Regulations and Discharge Permit
- Liquid and Solids Balance
- Process Selection Review
- Hydraulic Profile
 - Hydraulic calculations for recommended facilities
- Expanded Peak Capacity - Determine based on flow projections when components would need to come on-line.
 - Influent piping – size gates and identify horsepower (Hp) requirements. Provide details of gate operation and control.
 - Headworks – identify equipment manufacturers with equipment that can fit in existing concrete channels and vortex grit chamber and begin discussions with manufacturers if sole sourcing is chosen.
 - Primary influent piping – provide piping layout.
 - Secondary Pumping Station and forcemain – determine acceptable pump manufacturers that meet design criteria of existing pumps and begin discussions with manufacturers if sole sourcing is chosen.
 - UV disinfection – begin discussions with Trojan (Vendor of existing equipment) and include equipment information.
 - Outfall – develop preliminary drawings of outlet from UV, pipe routing and outfall expansion. Describe construction sequencing options.
- Headworks
 - Develop means for collection of screenings washer/compactor effluent and pumping it back to the inlet box ahead of the screens.
 - Provide preliminary list of equipment manufacturers and equipment information.
- Primary Clarifiers and Sludge Pumping
 - Computational fluid dynamics (CFD) modeling of clarifiers to determine if additional weir length is required.
 - Replace all sludge pumps, scum pumps, piping and valves.
 - Evaluate sludge pumping criteria. Determine if sludge should be stored in primary clarifiers with intermittent pumping or continuous pumping.
 - Evaluate type of pumps based on criteria developed above.
 - Provide layout of pumps and piping.
 - Provide preliminary list of equipment manufacturers and equipment information.
- Bioreactors (secondary influent, bioreactors, blowers, aeration)
 - Use Biowin model developed in WWTFP to run dynamic simulations to finalize anaerobic, anoxic and aerobic zone sizing for nutrient removal for Tier I and

- Tier II requirements. Determine anoxic and aerobic zone sizing for ammonia criteria.
 - Determine size requirements for blowers and air piping.
 - Provide preliminary plan view drawing from BIM model of facilities and sections where appropriate. Include piping, valves, equipment, structure and baffle wall layouts.
 - Include diffuser evaluation and recommendation of allowable type diffusers to bid.
 - Provide summary of control and operation of air system.
 - Provide preliminary list of equipment manufacturers and equipment information.
- Secondary Clarifiers (clarifier influent, clarifiers, RAS/WAS/Scum Pump Station)
 - Provide CFD modeling to determine optimum size for clarifiers.
 - Provide layout of clarifier complex from BIM model and pumping area. Provide section through a clarifier and pump station.
 - Provide summary of equipment maintenance access and removal.
 - Provide summary of control and operation of pumping systems.
 - Provide preliminary list of equipment manufacturers and equipment information.
- Residuals
 - Update the EnVision model from the WWTFP to evaluate residuals quantities for all components.
 - Update WWTFP analysis of existing facilities to meet 2028 criteria and 2038 criteria.
 - Provide recommendations for residuals facilities.
- Sludge Holding Tank and Pump Station
 - Size and locate new sludge holding tank and centrifuge feed pump station.
 - Determine most cost effective construction method for walls.
 - Provide plan drawing and section from BIM model.
 - Operation and control to be the same as existing.
 - Provide preliminary list of equipment manufacturers and equipment information.
- Grease Handling Facility
 - Locate grease handling facility. Evaluate combining with centrifuge pump station.
 - Evaluate options for process grease prior to pumping in to primary digester and/or sludge holding tank.
 - Provide preliminary list of equipment manufacturers and equipment information.
- Biosolids Dewatering
 - Pilot test two screw press manufacturers to determine ability to dewatering Billings' biosolids and polymer requirements. HDR will coordinate contract, pay for pilot and provide pilot protocol (City will reimburse HDR for pilot costs). City to provide utility connections for pilot unit. Results will be summarized in the Chapter.
 - Provide sizing and layout of new dewatering unit. Cut plan and section from BIM model.
 - Provide preliminary list of equipment manufacturers and equipment information.
- Centrate Equalization
 - Determine criteria and size requirement for centrate equalization.
 - Determine requirements to rehabilitate Decant Tanks and Pump Station for use as centrate equalization.

- Provide plan and section of centrate equalization tank(s) and pump station.
- Provide preliminary list of equipment manufacturers and equipment information.
- Chemical Building
 - Determine chemical feed rates for alum, acetate and polymer for Phase I improvements.
 - Estimate chemical feed rates for future facilities based on WWTFP.
 - Evaluate Chemical Building sized for immediate requirements versus potential future needs. Determine costs of a building for immediate needs versus projected future needs. Provide recommendation for building size.
 - Move polymer system from East Mechanical Building to new Chemical Building.
 - Provide summary of operation and controls of chemical system.
 - Provide preliminary list of equipment manufacturers and equipment information.
- Administration Building
 - Rehabilitate abandoned Chlorine Room to become new Control Room.
 - Provide layout of new Control Room.
 - Provide ADA access to building.
 - Provide access from new lab area to break room/conference room area on the main floor.
 - Summarize additional improvements identified in WWTFP.
- Corrosion and Odor Control
 - Develop corrosion and odor control preliminary design
 - Discuss and recommend treatment alternatives. Locate recommended treatment facility(ies).
 - Recommend covers or other means to capture foul air.
 - Provide preliminary routing of foul air to treatment.
 - Provide preliminary list of equipment manufacturers and equipment information.
- Instrumentation and Control
 - Develop P&IDs for improvements
 - Where not covered in individual chapters provide description of instrumentation and control for new or modified facilities.
 - Summarize any new SCADA architecture.
- Electrical
 - Verify items from Electrical Master Plan that have not been completed are still appropriate. Update items in the master plan pertinent the nutrient upgrade and customize them to meet the requirements of the recommend facilities.
 - Provide summary of new major electrical infrastructure.
 - Develop strategy for additional backup power and provide recommendation.
 - Provide one-line drawings of new recommended electrical facilities.
- Site Civil
 - Develop plan for access roads around new clarifiers, to new RAS/WAS/scum pump stations, Chemical Building and Grease Handling Facility.
 - Provide site plan for access roads – including new facilities.
 - Provide site plan for new piping requirements – including new facilities
- Landscaping
 - Summarize criteria and scope of landscaping.
 - Identify limits of landscaping.
 - Identify general items included in landscaping.
- Miscellaneous Facility Improvements

- Summarize facility upgrades identified in the WWTFP. Update any new items or items that have been taken care of or are planned to be taken care of prior to the construction of Phase I. An additional evaluation will not be completed as part of the preliminary design but will be conducted with the final design.
- Resource Recovery
 - The alternatives shortlisted in the WWTFP Chapter 7 will be further evaluated to determine a recommended alternative for biosolids, biogas and nutrients. The recommended alternative will be developed only to the extent necessary to determine layout requirements and location on the site. No detailed design will be provided.
- Plant Operations
 - Plant operations will be discussed in terms of seasonal operation for nutrient removal versus ammonia removal. Discussion will include anticipated time and requirements to move operations in and out of nutrient removal.
 - Operation costs will be compared for nutrient removal versus non-nutrient removal.
- Updated Cost Estimate
 - Costs estimated in the WWTFP will be updated based on information and drawings developed in the preliminary design. A breakdown similar to the WWTFP will be included.
- Provisions for Future – facilities projected to meet lower nutrient criteria and higher design flows will be updated from the WWTFP as needed, summarized and shown on a site plan. Facilities include:
 - Bioreactor expansion.
 - 5-Stage Bardenpho (Stages 4 and 5).
 - Tertiary treatment.
 - Fermenter.
 - Chemicals – additional chemicals or Chemical Building expansion.
 - Sidestream treatment.
 - Nutrient recovery recommendation.
 - Residuals – third Primary Digester and Digester Building expansion.
 - Biogas recommendation.
- Figures
 - Extract drawings from the models and develop into figures for inclusion in the report.
- Appendix
 - DEQ requirements per facility and response on design meets or will meet requirement.
 - Equipment summary.
 - Piping materials.
 - Cost estimate details.
- Abbreviations
- Deliverable – Draft Design Report (electronic copies of chapters as completed).

306 – Review Design Report (30% Review)

Conduct internal reviews of Design Report chapters. Incorporate review comments and submit to City for review. Submit chapters as they are completed. As part of the review process determine any changes to the facilities to be provided or upgraded that were identified in the WWTFP and scope above. The changes would be a result of the more complete evaluations in the Design Report.

- Deliverable – Final draft chapters

307 – Finalize Design Report

Incorporate City review comments and finalize design report.

- Deliverable – Final Design Report (5 hard copies and one electronic copy).

308 – Internal Team Meetings

Regular conference calls will be conducted to coordinate between team members and to communicate information received from the City as well as obtain questions or decisions needed from the City.

TASK SERIES 400 – FINAL DESIGN

In this task, the Preliminary Design will be developed into more detailed engineered project elements. The Building Information Management (BIM) model will be developed to the 30% design level, 60% design level and then 95% level before being finalized for bid documents. The BIM model will be regularly shared with project staff and the City in digital format using Navisworks™ reader software for model communication. Specifications will be prepared for 95% review and then finalized for bid. Specific tasks will include the following:

401 – Prepare 30% BIM Model and Drawings

The BIM models will be developed for all new facilities and major process facilities for each discipline to provide basic layouts of the facilities. The BIM models developed to this level will be used for the figures in the Design Report.

- Deliverable – BIM model to the City for review of basic layouts of new facilities at the 30% level.

402 – Prepare 60% BIM Model and Drawings

The BIM models will be further developed for all disciplines providing structural sizing, equipment location, piping routing and major electrical facility location. Existing facility improvements to be shown on 2D drawings utilizing photos as much as possible to indicate repairs and upgrades. 2D site drawings, P&IDs drawings and electrical one-line drawings will be updated from preliminary design.

- Deliverable – See Task 403.

403 – Internal and External 60% Review

BIM models and 2D drawings will be reviewed internally. Review comments will be resolved and applicable comments incorporated in City review set. BIM model will be reviewed with City as well as the improvements developed on 2D drawings. City review comments will be resolved and applicable comments will be carried forward into the 95% review.

- Deliverables – BIM model and 2D drawings (6 half sized sets) for review. List of City review comments and how the comments were resolved.
- City responsibility – Provide one set of review comments

404 – Prepare 95% BIM Model and Drawings

The BIM models for all disciplines will be fully developed showing all details necessary for construction. Plan and section drawings will be extracted from the Building Information Model. Notes will and additional details will be added to the drawings to complete the design. Existing facility 2D drawings will be further detailed. 2D site drawings, P&IDs drawings and 2D electrical drawings will be detailed for construction.

- Deliverable – See Task 406.

405 – Prepare Detailed Specifications

Final detailed specifications suitable for bidding and construction will be developed. These detailed specifications will be incorporated with the City's front-end documents.

- Deliverable – See Task 406.

406 – Internal and External 95% Review

BIM model, 2D drawings and specifications will be reviewed internally. Review comments will be resolved and applicable comments incorporated in City review set. BIM model will be reviewed with City as well as the 2D drawing set. Key components for the specifications will be reviewed with the City. City review comments will be resolved and applicable comments will be carried forward into the final bid set.

- Deliverables – BIM model, 2D drawing set and specifications for review. List of City review comments and how the comments were resolved.
- City responsibility – Provide one set of review comments

407 – Finalize Design

Based on review comments, update BIM model and finalize 2D drawings and specifications.

- Deliverable – Bid Documents for advertisement. 4 sets (half-sized drawings) for the City and one set for each plan room.

408 – Air Permit

Prepare a permit application for the City of Billings to submit to the Montana Department of Environmental Quality for approval and issuance of a revised air permit. The scope for air permit modification for the activities related to the nutrient modifications at the Billings Wastewater Treatment Plant are as follows.

- Conduct an air permit applicability review to confirm the only portion of the nutrient modification that will require an air permit is the new diesel fired emergency generator and to define the parameters of the air permit application.
- Estimate maximum annual emissions according to Montana DEP protocol using emission factors provided by the vendor(s) based on limited use for a generator dedicated to emergency use. Coordinate with the preferred vendor to obtain emissions specifications for the engine.
- Prepare a State Best Available Control Technology Review as required by Montana.

- Review Montana air dispersion modeling requirements for NOx to confirm modeling is not required.
- Review applicable air quality regulations, specifically NSPS and NESHAP that apply to diesel-fired engines and address the applicability in the application.
- Provide a substantially complete air quality permit application to the City of Billings for submittal to Montana DEQ.
- Includes up to 8 hours of follow-up for response to questions from the Montana DEQ and review of a draft permit prior to issuance.
- Assumptions:
 - The diesel-fired emergency generator is the only source of air emissions that will be constructed as part of the nutrient modification; no other equipment will be added or modified as part of this project (e.g. no sources of particulate matter, volatile organic compounds, NOx, SOx, GHG).
 - The diesel-fired emergency generator will be used for emergency situations and required readiness testing, only. The facility will accept permitted limits on hours of operation for these purposes if required by Montana DEQ.
 - Emission factors guaranteed by the vendor(s) will satisfy NSPS/NESHAP requirements; to be confirmed.
 - The proposed diesel-fired emergency generator will satisfy Montana BACT requirements.
 - Air permit or air compliance review of the existing sources is not anticipated as part of this project; the Montana DEQ will not re-open the existing permit to revise portions of the permit not related to this emergency generator.
 - The source is an existing minor source for Title V and will maintain its Title V status.
 - The source is an existing minor source for Prevention of Significant Deterioration (PSD) and no PSD review is anticipated for this air permit.
 - Air emission modeling is not anticipated to be required.
 - The facility is located in an attainment area for all pollutants.
 - No meetings are anticipated.
 - There may be fees associated with agency processing or public notice requirements that are not included in this estimate for professional fees. These fees will be paid directly by the City of Billings.
- Deliverable – Draft and Final Air Permit Applications.

409 – Building Permit

Assist the City in submitting building permit.

- Deliverables – Building permit application and backup information.

410 – Construction Cost Estimate

The estimated capital costs for the project will be updated from the preliminary design.

- Deliverable – Summary of Cost Estimate by facility.

411 – Internal Team Meetings

Regular conference calls will be conducted to coordinate between team members and to communicate information received from the City as well as obtain questions or decisions needed from the City.

TASK SERIES 500 – BID PHASE

501 – Contractor Qualifications

Assemble qualification criteria to be included on bid form to determine contractors experience in doing similar projects in size, construction methods and plant work as well as architectural/structural repair. Evaluate contractors' qualifications as part of the bid review process.

- Deliverable – Qualifications for Bid Form.

502 – Bidding Administrative Assistance

Produce and distribute bid documents to owner, prospective bidders and plan rooms. Answer bidder questions and prepare addendums as needed. Conduct pre-bid meeting. Attend Bid.

- Deliverable – Bid Documents, Advertisement, Pre-Bid Meeting Minutes and Addendums.

503 – Post-Bid Administrative Assistance

Receive, evaluate and tabulate bids. Assess completeness of bids. Review qualifications of bidders. Check references for two lowest bidders. Make recommendations to the City on award of contract.

- Deliverable – Summary of Bidder Qualifications and Recommendation of Award.

TASK SERIES 600 – 900

Scope details to be added by amendment.

Appendix B

Methods and Times of Payment W.O. 14-11--Wastewater Treatment Plant Nutrient Upgrade, Expansion and Improvements

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 the following amounts:

1. Project Initiation, Coordination and Management	\$243,200.00
2. Preliminary Design Phase	\$561,000.00
3. Final Design	\$3,714,200.00
4. Bid Phase	\$73,500.00

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 based on a negotiated fee.

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer W.O. 14-11--Wastewater Treatment Plant Nutrient Upgrade, Expansion and Improvements

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

- A. Field and laboratory testing of materials and reports.
- B. Requests made or conditions identified which are beyond the scope and intent of the services identified under Appendix A.

Appendix D

Schedule of Professional Fees W.O. 14-11--Wastewater Treatment Plant Nutrient Upgrade, Expansion and Improvements

Not Used

Appendix E

Project Schedule W.O. 14-11--Wastewater Treatment Plant Nutrient Upgrade, Expansion and Improvements

Based on a notice to proceed by Billings dated no later than June 9, 2014, the completion date for the Engineer's work shall be:

- A. Preliminary Design Phase
 - A. Final Design Report: December 2014
- B. Final Design
 - A. 60% Review: August 2015
 - B. 95% Review: March 2016
 - C. Final Bid Document: June 2016
- C. Bid Phase
 - A. Advertising: July – August 2016.

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. 14-11--Wastewater Treatment Plant Nutrient Upgrade,
Expansion and Improvements**

(Attach Certificate(s) of Insurance)

Regular City Council Meeting

Meeting Date: 06/09/2014

TITLE: Landfill Use Agreements

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

The Billings Regional Landfill currently accepts waste from adjoining counties, cities, and towns within those counties. In the past, this has been accomplished with agreements with each entity. There are several recommended changes to the landfill agreements from previous years' agreements as outlined below:

- The new agreements are with the agency responsible for hauling the waste rather than with each individual county, town, and city, reducing the number of landfill agreements from fourteen to seven.
- All agreements, except for the agreement with Yellowstone County, are for five years rather than one year. These agreements also include insurance requirements and better delineate payment terms.
- The agreement with Yellowstone County will continue to be a one year agreement, but has been amended to charge Yellowstone County for only the estimated tonnage of self-haul residential waste. All other waste will now be paid directly by the private haulers. Previously, Yellowstone County had been responsible for payment of the estimated tonnage of all residential and commercial waste hauled to the landfill.
- The Yellowstone County agreement amends the payment terms from semiannually to quarterly.
- The agreements with the private haulers are new agreements as Article 21-200 of the Billings Municipal City Code (BMCC) was amended in April, 2014 to permit agreements with private haulers. These agreements specify that each location the private hauler desires to haul from must be pre-approved by the City.

The current landfill agreements expire on June 30, 2014 and staff recommends the new agreements to be approved effective July 1, 2014.

ALTERNATIVES ANALYZED

The City Council may:

- approve the landfill agreements
- not approve the landfill agreements. If Council does not approve the agreements, other towns and counties will not be allowed to use the City of Billings Landfill, resulting in a significant loss of revenue for the solid waste fund.

FINANCIAL IMPACT

The landfill agreements will generate approximately \$1,900,000 in revenue for the solid waste fund in fiscal year 2015, as well as approximately \$110,000 in franchise fees and out-of-state surcharge fees for the general fund.

RECOMMENDATION

Staff recommends the City Council approve the one-year landfill agreement with Yellowstone County and the five-year landfill agreements with the City of Laurel, Stillwater County, the City of Powell, MacKenzie Disposal, Republic Services, and Two Tough Guys Services.

APPROVED BY CITY ADMINISTRATOR

Yellowstone County Agreement

Laurel Agreement

MacKenzie Agreement

Two Tough Guys Agreement

Powell Agreement

Republic Agreement

Stillwater Agreement



LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this 9th day of June 2014, by and between the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as "CITY" and the YELLOWSTONE COUNTY SOLID WASTE DISPOSAL DISTRICT, hereinafter referred to as "DISTRICT."

WITNESSETH:

WHEREAS, the DISTRICT and its residents are desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the DISTRICT and its residents use of its landfill facilities during normal published operating times.

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

1. **DEFINITIONS**
 - a. Landfill – The term "Landfill" shall mean the Billings Regional Landfill situated in Yellowstone County, owned and operated by the City of Billings.
 - b. Other Waste – The term "other waste" shall mean construction and demolition refuse, dead animals, non-processed tires, asbestos, and special waste such as contaminated soil, sludges, and treated timbers.
 - c. Refuse – The term "refuse" shall mean all approved and permitted wastes that lawfully may be disposed of in the Landfill.
 - d. Residential Municipal Solid Waste – The term "residential municipal solid waste" shall mean any refuse not falling under the definition of "Other Waste" and generated from or at a property used as a residential dwelling.
2. **TERM.** The term of this AGREEMENT shall be from July 1, 2014 through June 30, 2015. Either party may terminate this AGREEMENT at any time with or without cause, upon six months written notice to the other party. In the event of such termination, a pro rata payment shall be paid or refunded, depending on the termination date.
3. **USE OF FACILITIES.** The CITY will permit the DISTRICT and its residents to use its landfill facility for disposal of refuse generated within the area of the DISTRICT at such times as said landfill shall be open for disposal of refuse. The DISTRICT agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.
4. **PAYMENT FOR RESIDENTIAL MUNICIPAL SOLID WASTE.** For the period from July 1, 2014 through June 30, 2015, the DISTRICT agrees to pay the CITY the sum of one hundred sixty six thousand eight hundred forty five dollars (\$166,845.00) for residential municipal solid waste hauled by District residents from their primary residence. One fourth of this amount shall be paid each quarter on or before each of the following dates:

September 30, 2014
December 31, 2014
March 31, 2015
June 30, 2015

DISTRICT residents will not be charged at the Landfill for residential municipal solid waste hauled by residential users for loads less than 1.5 yards or 700 pounds, but will be charged for other waste of any volume or weight.



5. **INDEMNITY**. Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

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

CITY OF BILLINGS, MONTANA

YELLOWSTONE COUNTY SOLID WASTE
DISPOSAL DISTRICT

By _____
THOMAS HANEL, MAYOR

By _____
Print Name _____
Print Title _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY Attorney



LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this 9th day of June 2014, by and between the CITY OF LAUREL, MONTANA, hereinafter referred to as "AGENCY" and the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the AGENCY is desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the AGENCY use of its landfill facilities during normal published operating times.

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

1. **TERM.** The term of this AGREEMENT shall be for a five year period from the commencement date of July 1, 2014 unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the AGENCY.
2. **USE OF FACILITIES.** The CITY will permit the disposal of solid waste, except industrial wastes, hauled by the AGENCY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste. No liquid waste or hazardous waste as defined by the Environmental Protection Agency and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal. AGENCY agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.
3. **PAYMENT.** The AGENCY agrees to pay the CITY all established rates, charges, and fees of the CITY, now existing or revised, including franchise fees, surcharges, and late payment fees as specified in the CITY's adopted schedule of rates and fees for the use of said landfill facilities.
4. **CHARGE ACCOUNTS AND PAYMENT TERMS.** Terms of payment for services provided under this AGREEMENT are "Net 30 Days" of the monthly invoice date with all charges becoming delinquent and subject to finance fees from the due date until paid in full. Finance charges will be assessed at the rate specified in the CITY's adopted schedule of rates and fees.

The CITY shall impose a \$30.00 fee for each check returned non-sufficient funds "NSF".

The CITY and the AGENCY mutually agree that the charge account will be suspended when unpaid invoices are greater than 60 days past due. No future landfill services will be made on charge until the past due balance is paid in full.

The AGENCY shall pay to the CITY all attorney or collection agency fees incurred by the CITY related to non-payment for charges provided under this Agreement. The CITY agrees to give written notice to the AGENCY indicating any action to be taken.

5. **SERVICE AREA.** Only solid waste generated within the political jurisdiction of the City of Laurel, Montana can be disposed of in the City of Billings landfill.
6. **INDEMNITY.** Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.



Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

- 7. **ASSIGNABILITY**. Assignment of this Agreement by either party is prohibited.
- 8. **NOTICES**. All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or when mailed by United States certified mail or registered mail, return receipt requested. All notices shall be delivered to the contacts listed, or to identified contacts as updated by the parties:

CITY OF BILLINGS
PUBLIC WORKS ADMINISTRATION
2224 Montana Avenue
Billings, MT 59101

AGENCY
CITY OF LAUREL
Clerk-Treasurer
P.O. Box 10
Laurel, MT 59044

- 9. **INSURANCE**. AGENCY shall maintain in good standing the insurance described in this Section. Before rendering any services under this AGREEMENT, the AGENCY shall furnish the CITY with proof of insurance in accordance with this Section.

The AGENCY shall provide the following insurance and list the CITY as an additional insured:

- 1. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
- 2. Commercial automobile liability -- \$1,500,000 per accident.

- 10. **MODIFICATIONS**. This Agreement shall not be changed or modified except by a subsequent agreement in writing signed by both parties.

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

CITY OF BILLINGS, MONTANA

City of Laurel
AGENCY (Print Name Above)

By _____
THOMAS HANEL, MAYOR

By _____

Print Name _____

Print Title _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY Attorney



LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this 9th day of June 2014, by and between MACKENZIE DISPOSAL, INC., hereinafter referred to as "AGENCY" and the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the AGENCY is desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the AGENCY use of its landfill facilities during normal published operating times.

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

1. **TERM.** The term of this AGREEMENT shall be for a five year period from the commencement date of July 1, 2014 unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the AGENCY.
2. **USE OF FACILITIES.** The CITY will permit the disposal of solid waste, except industrial wastes, hauled by the AGENCY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste. No liquid waste or hazardous waste as defined by the Environmental Protection Agency and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal. AGENCY agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.
3. **PAYMENT.** The AGENCY agrees to pay the CITY all established rates, charges, and fees of the CITY, now existing or revised, including franchise fees, surcharges, and late payment fees as specified in the CITY's adopted schedule of rates and fees for the use of said landfill facilities.
4. **CHARGE ACCOUNTS AND PAYMENT TERMS.** Terms of payment for services provided under this AGREEMENT are "Net 30 Days" of the monthly invoice date with all charges becoming delinquent and subject to finance fees from the due date until paid in full. Finance charges will be assessed at the rate specified in the CITY's adopted schedule of rates and fees. The CITY shall impose a \$30.00 fee for each check returned non-sufficient funds "NSF".

The CITY and the AGENCY mutually agree that the charge account will be suspended when unpaid invoices are greater than 60 days past due. No future landfill services will be made on charge until the past due balance is paid in full.

The AGENCY shall pay to the CITY all attorney or collection agency fees incurred by the CITY related to non-payment for charges provided under this Agreement. The CITY agrees to give written notice to the AGENCY indicating any action to be taken.

5. **SERVICE AREA.** At least fifteen (15) calendar days prior to commencement of this AGREEMENT, the AGENCY must submit a list of locations the AGENCY is requesting to haul from, along with a description of the type of solid waste and estimated annual tonnage for each location to the Public Works Department in writing. The Public Works Department will make final approval in writing of approved locations within seven (7) calendar days of receiving the list from the AGENCY. Only solid waste generated within the approved locations can be disposed of in the City of Billings landfill.

During the term of this AGREEMENT, the AGENCY may request additional service areas in writing by submitting an addendum of the location list to the Public Works Department. The addendum must include locations and description of the type of solid waste and estimated annual tonnage for each location. The Public Works Department will make a decision based on the impact, both short term and long term, that the additional service area is projected to have on the City of Billings landfill.



The Public Works Department must respond to the request within thirty (30) calendar days to notify the AGENCY of approval or denial of the addendum. If the AGENCY is delinquent on a charge account, all addendums for additional service area requests will be denied until the charge account is paid in full.

If at any time during the term of the AGREEMENT the CITY finds it necessary to prohibit waste hauled to the City of Billings landfill from a previously allowed location, the CITY will provide a minimum of thirty (30) days written notice to the AGENCY.

- 6. **INDEMNITY.** Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

- 7. **ASSIGNABILITY.** Assignment of this Agreement by either party is prohibited.
- 8. **NOTICES.** All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or when mailed by United States certified mail or registered mail, return receipt requested. All notices shall be delivered to the contacts listed, or to identified contacts as updated by the parties:

CITY OF BILLINGS
PUBLIC WORKS ADMINISTRATION
2224 Montana Avenue
Billings, MT 59101

AGENCY
MacKenzie Disposal, Inc
Mr. Dennis Johnston
P.O. Box 1116
Billings, MT 59103

- 9. **INSURANCE.** AGENCY shall maintain in good standing the insurance described in this Section. Before rendering any services under this AGREEMENT, the AGENCY shall furnish the CITY with proof of insurance in accordance with this Section.

The AGENCY shall provide the following insurance and list the CITY as an additional insured:

- 1. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
- 2. Commercial automobile liability -- \$1,500,000 per accident.

- 10. **MODIFICATIONS.** This Agreement shall not be changed or modified except by a subsequent agreement in writing signed by both parties.

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

CITY OF BILLINGS, MONTANA

MacKenzie Disposal, Inc.
AGENCY (Print Name Above)

By _____
THOMAS HANEL, MAYOR

By _____

Print Name _____

Print Title _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY Attorney



LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this 9th day of June 2014, by and between TWO TOUGH GUY SERVICES, LLC, hereinafter referred to as "AGENCY" and the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the AGENCY is desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the AGENCY use of its landfill facilities during normal published operating times.

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

1. **TERM.** The term of this AGREEMENT shall be for a five year period from the commencement date of July 1, 2014 unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the AGENCY.
2. **USE OF FACILITIES.** The CITY will permit the disposal of solid waste, except industrial wastes, hauled by the AGENCY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste. No liquid waste or hazardous waste as defined by the Environmental Protection Agency and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal. AGENCY agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.
3. **PAYMENT.** The AGENCY agrees to pay the CITY all established rates, charges, and fees of the CITY, now existing or revised, including franchise fees, surcharges, and late payment fees as specified in the CITY's adopted schedule of rates and fees for the use of said landfill facilities.
4. **CHARGE ACCOUNTS AND PAYMENT TERMS.** Terms of payment for services provided under this AGREEMENT are "Net 30 Days" of the monthly invoice date with all charges becoming delinquent and subject to finance fees from the due date until paid in full. Finance charges will be assessed at the rate specified in the CITY's adopted schedule of rates and fees. The CITY shall impose a \$30.00 fee for each check returned non-sufficient funds "NSF".

The CITY and the AGENCY mutually agree that the charge account will be suspended when unpaid invoices are greater than 60 days past due. No future landfill services will be made on charge until the past due balance is paid in full.

The AGENCY shall pay to the CITY all attorney or collection agency fees incurred by the CITY related to non-payment for charges provided under this Agreement. The CITY agrees to give written notice to the AGENCY indicating any action to be taken.

5. **SERVICE AREA.** At least fifteen (15) calendar days prior to commencement of this AGREEMENT, the AGENCY must submit a list of locations the AGENCY is requesting to haul from, along with a description of the type of solid waste and estimated annual tonnage for each location to the Public Works Department in writing. The Public Works Department will make final approval in writing of approved locations within seven (7) calendar days of receiving the list from the AGENCY. Only solid waste generated within the approved locations can be disposed of in the City of Billings landfill.

During the term of this AGREEMENT, the AGENCY may request additional service areas in writing by submitting an addendum of the location list to the Public Works Department. The addendum must include locations and description of the type of solid waste and estimated annual tonnage for each location. The Public Works Department will make a decision based on the impact, both short term and long term, that the additional service area is projected to have on the City of Billings landfill.



The Public Works Department must respond to the request within thirty (30) calendar days to notify the AGENCY of approval or denial of the addendum. If the AGENCY is delinquent on a charge account, all addendums for additional service area requests will be denied until the charge account is paid in full.

If at any time during the term of the AGREEMENT the CITY finds it necessary to prohibit waste hauled to the City of Billings landfill from a previously allowed location, the CITY will provide a minimum of thirty (30) days written notice to the AGENCY.

- 6. **INDEMNITY.** Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

- 7. **ASSIGNABILITY.** Assignment of this Agreement by either party is prohibited.
- 8. **NOTICES.** All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or when mailed by United States certified mail or registered mail, return receipt requested. All notices shall be delivered to the contacts listed, or to identified contacts as updated by the parties:

CITY OF BILLINGS
PUBLIC WORKS ADMINISTRATION
2224 Montana Avenue
Billings, MT 59101

AGENCY
Two Tough Guy Services, LLC
Mr. Otto Goldbach
P.O. Box 2871
Cody, WY 82414

- 9. **INSURANCE.** AGENCY shall maintain in good standing the insurance described in this Section. Before rendering any services under this AGREEMENT, the AGENCY shall furnish the CITY with proof of insurance in accordance with this Section.

The AGENCY shall provide the following insurance and list the CITY as an additional insured:

- 1. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
- 2. Commercial automobile liability -- \$1,500,000 per accident.

- 10. **MODIFICATIONS.** This Agreement shall not be changed or modified except by a subsequent agreement in writing signed by both parties.

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

CITY OF BILLINGS, MONTANA

Two Tough Guy Services, LLC
AGENCY (Print Name Above)

By _____
THOMAS HANEL, MAYOR

By _____

Print Name _____

Print Title _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY Attorney



LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this 9th day of June 2014, by and between the CITY OF POWELL, WYOMING, hereinafter referred to as "AGENCY" and the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the AGENCY is desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the AGENCY use of its landfill facilities during normal published operating times.

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

1. **TERM.** The term of this AGREEMENT shall be for a five year period from the commencement date of July 1, 2014 unless terminated by the CITY. The CITY or AGENCY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice.
2. **USE OF FACILITIES.** The CITY will permit the disposal of solid waste hauled by the AGENCY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste. No liquid waste or hazardous waste as defined by the Environmental Protection Agency and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal. AGENCY agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.
3. **PAYMENT.** The AGENCY agrees to pay the CITY all established rates, charges, and fees of the CITY, now existing or revised, including franchise fees, surcharges, and late payment fees as specified in the CITY's adopted schedule of rates and fees for the use of said landfill facilities.
4. **CHARGE ACCOUNTS AND PAYMENT TERMS.** Terms of payment for services provided under this AGREEMENT are "Net 30 Days" of the monthly invoice date with all charges becoming delinquent and subject to finance fees from the due date until paid in full. Finance charges will be assessed at the rate specified in the CITY's adopted schedule of rates and fees.

The CITY shall impose a \$30.00 fee for each check returned non-sufficient funds "NSF".

The CITY and the AGENCY mutually agree that the charge account will be suspended when unpaid invoices are greater than 60 days past due. No future landfill services will be made on charge until the past due balance is paid in full.

The AGENCY shall pay to the CITY all attorney or collection agency fees incurred by the CITY related to non-payment for charges provided under this Agreement. The CITY agrees to give written notice to the AGENCY indicating any action to be taken.

5. **SERVICE AREA.** Only solid waste generated within the political jurisdiction of the City of Powell, Wyoming can be disposed of in the City of Billings landfill.
6. **INDEMNITY.** Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.



Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder. AGENCY does not waive Governmental immunity and specifically retains all immunities and defenses available to it as a sovereign pursuant to Wyoming Statute Section 1-39-101, et seq., and all other Wyoming state law.

- 7. **ASSIGNABILITY**. Assignment of this Agreement by either party is prohibited.
- 8. **NOTICES**. All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or when mailed by United States certified mail or registered mail, return receipt requested. All notices shall be delivered to the contacts listed, or to identified contacts as updated by the parties:

CITY OF BILLINGS
PUBLIC WORKS ADMINISTRATION
2224 Montana Avenue
Billings, MT 59101

AGENCY
CITY OF POWELL
270 N. Clark Street
Powell, WY 82435

- 9. **INSURANCE**. AGENCY shall maintain in good standing the insurance described in this Section. Before rendering any services under this AGREEMENT, the AGENCY shall furnish the CITY with proof of insurance in accordance with this Section.

The AGENCY shall provide the following insurance and list the CITY as an additional insured:

- 1. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
- 2. Commercial automobile liability -- \$1,500,000 per accident.

- 10. **MODIFICATIONS**. This Agreement shall not be changed or modified except by a subsequent agreement in writing signed by both parties.

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

CITY OF BILLINGS, MONTANA

City of Powell

AGENCY (Print Name Above)

By _____
THOMAS HANEL, MAYOR

By _____

Print Name _____

Print Title _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY Attorney



LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this 9th day of June 2014, by and between REPUBLIC SERVICES OF MONTANA, hereinafter referred to as "AGENCY" and the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the AGENCY is desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the AGENCY use of its landfill facilities during normal published operating times.

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

1. **TERM.** The term of this AGREEMENT shall be for a five year period from the commencement date of July 1, 2014 unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the AGENCY.
2. **USE OF FACILITIES.** The CITY will permit the disposal of solid waste hauled by the AGENCY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste. No liquid waste or hazardous waste as defined by the Environmental Protection Agency and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal. AGENCY agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.
3. **PAYMENT.** The AGENCY agrees to pay the CITY all established rates, charges, and fees of the CITY, now existing or revised, including franchise fees, surcharges, and late payment fees as specified in the CITY's adopted schedule of rates and fees for the use of said landfill facilities.
4. **CHARGE ACCOUNTS AND PAYMENT TERMS.** Terms of payment for services provided under this AGREEMENT are "Net 30 Days" of the monthly invoice date with all charges becoming delinquent and subject to finance fees from the due date until paid in full. Finance charges will be assessed at the rate specified in the CITY's adopted schedule of rates and fees. The CITY shall impose a \$30.00 fee for each check returned non-sufficient funds "NSF".

The CITY and the AGENCY mutually agree that the charge account will be suspended when unpaid invoices are greater than 60 days past due. No future landfill services will be made on charge until the past due balance is paid in full.

The AGENCY shall pay to the CITY all attorney or collection agency fees incurred by the CITY related to non-payment for charges provided under this Agreement. The CITY agrees to give written notice to the AGENCY indicating any action to be taken.

5. **SERVICE AREA.** At least fifteen (15) calendar days prior to commencement of this AGREEMENT, the AGENCY must submit a list of locations the AGENCY is requesting to haul from, along with a description of the type of solid waste and estimated annual tonnage for each location to the Public Works Department in writing. The Public Works Department will make final approval in writing of approved locations within seven (7) calendar days of receiving the list from the AGENCY. Only solid waste generated within the approved locations can be disposed of in the City of Billings landfill.

During the term of this AGREEMENT, the AGENCY may request additional service areas in writing by submitting an addendum of the location list to the Public Works Department. The addendum must include locations and description of the type of solid waste and estimated annual tonnage for each location. The Public Works Department will make a decision based on the impact, both short term and long term, that the additional service area is projected to have on the City of Billings landfill.



The Public Works Department must respond to the request within thirty (30) calendar days to notify the AGENCY of approval or denial of the addendum. If the AGENCY is delinquent on a charge account, all addendums for additional service area requests will be denied until the charge account is paid in full.

If at any time during the term of the AGREEMENT the CITY finds it necessary to prohibit waste hauled to the City of Billings landfill from a previously allowed location, the CITY will provide a minimum of thirty (30) days written notice to the AGENCY.

- 6. **INDEMNITY.** Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

- 7. **ASSIGNABILITY.** Assignment of this Agreement by either party is prohibited.
- 8. **NOTICES.** All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or when mailed by United States certified mail or registered mail, return receipt requested. All notices shall be delivered to the contacts listed, or to identified contacts as updated by the parties:

CITY OF BILLINGS
PUBLIC WORKS ADMINISTRATION
2224 Montana Avenue
Billings, MT 59101

AGENCY
Republic Services of Montana
Mr. Kirk Treece, General Manager
P.O. Box 8449
Missoula, MT 59807

- 9. **INSURANCE.** AGENCY shall maintain in good standing the insurance described in this Section. Before rendering any services under this AGREEMENT, the AGENCY shall furnish the CITY with proof of insurance in accordance with this Section.

The AGENCY shall provide the following insurance and list the CITY as an additional insured:

- 1. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
- 2. Commercial automobile liability -- \$1,500,000 per accident.

- 10. **MODIFICATIONS.** This Agreement shall not be changed or modified except by a subsequent agreement in writing signed by both parties.

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

CITY OF BILLINGS, MONTANA

Republic Services of Montana
AGENCY (Print Name Above)

By _____
THOMAS HANEL, MAYOR

By _____

Print Name _____

Print Title _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY Attorney



LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this 9th day of June 2014, by and between the STILLWATER COUNTY, MONTANA, hereinafter referred to as "AGENCY" and the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the AGENCY is desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the AGENCY use of its landfill facilities during normal published operating times.

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

1. **TERM.** The term of this AGREEMENT shall be for a five year period from the commencement date of July 1, 2014 unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the AGENCY.
2. **USE OF FACILITIES.** The CITY will permit the disposal of solid waste hauled by the AGENCY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste. No liquid waste or hazardous waste as defined by the Environmental Protection Agency and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal. AGENCY agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.
3. **PAYMENT.** The AGENCY agrees to pay the CITY all established rates, charges, and fees of the CITY, now existing or revised, including franchise fees, surcharges, and late payment fees as specified in the CITY's adopted schedule of rates and fees for the use of said landfill facilities.
4. **CHARGE ACCOUNTS AND PAYMENT TERMS.** Terms of payment for services provided under this AGREEMENT are "Net 30 Days" of the monthly invoice date with all charges becoming delinquent and subject to finance fees from the due date until paid in full. Finance charges will be assessed at the rate specified in the CITY's adopted schedule of rates and fees.

The CITY shall impose a \$30.00 fee for each check returned non-sufficient funds "NSF".

The CITY and the AGENCY mutually agree that the charge account will be suspended when unpaid invoices are greater than 60 days past due. No future landfill services will be made on charge until the past due balance is paid in full.

The AGENCY shall pay to the CITY all attorney or collection agency fees incurred by the CITY related to non-payment for charges provided under this Agreement. The CITY agrees to give written notice to the AGENCY indicating any action to be taken.

5. **SERVICE AREA.** Only solid waste generated within the political jurisdiction of Stillwater County, Montana, can be disposed of in the City of Billings landfill.
6. **INDEMNITY.** Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.



Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

- 7. **ASSIGNABILITY**. Assignment of this Agreement by either party is prohibited.
- 8. **NOTICES**. All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or when mailed by United States certified mail or registered mail, return receipt requested. All notices shall be delivered to the contacts listed, or to identified contacts as updated by the parties:

CITY OF BILLINGS
PUBLIC WORKS ADMINISTRATION
2224 Montana Avenue
Billings, MT 59101

AGENCY
STILLWATER COUNTY
Solid Waste Supervisor
P.O. Box 117
Columbus, MT 59019

- 9. **INSURANCE**. AGENCY shall maintain in good standing the insurance described in this Section. Before rendering any services under this AGREEMENT, the AGENCY shall furnish the CITY with proof of insurance in accordance with this Section.

The AGENCY shall provide the following insurance and list the CITY as an additional insured:

- 1. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
- 2. Commercial automobile liability -- \$1,500,000 per accident.

- 10. **MODIFICATIONS**. This Agreement shall not be changed or modified except by a subsequent agreement in writing signed by both parties.

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

CITY OF BILLINGS, MONTANA

Stillwater County
AGENCY (Print Name Above)

By _____
THOMAS HANEL, MAYOR

By _____
Print Name _____
Print Title _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY Attorney

By _____
Print Name _____
Print Title _____

By _____
Print Name _____
Print Title _____

Regular City Council Meeting

Meeting Date: 06/09/2014

TITLE: Professional Services Contract Amendment #2 - W.O. 14-05 SBURD Sanitary Sewer Phase 1

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

This contract amendment to the professional services agreement with DOWL HKM for the SBURD Sewer Project is to increase the construction duration from 70 days to 110 days and increase construction administration and services compensation an additional \$38,200.00 for a total compensation of \$366,600.00. The added compensation will provide full-time construction inspection services and administration for the time needed to construct the project. This project will construct approximately 4,500 lineal feet of sewer and repair 500 feet of waterline on the south side. COP Construction was awarded the contract on the May 27th Council meeting.

ALTERNATIVES ANALYZED

The Council may:

- Approve the Professional Services Contract Amendment #2 with DOWL HKM; or
- Do not approve the Professional Services Contract Amendment #2 with DOWL HKM. If the amendment is not approved, the project will not have construction services such as inspection and testing for 40 days.

FINANCIAL IMPACT

This contract amendment is for \$38,200.00 and brings the total professional services contract with DOWL HKM to \$366,600.00. The funding for the project was budgeted in FY14 and the source is TIF District Funds for the sewer and Water Funds for the water.

Project Budget	\$2,000,000.00
Previously Encumbered	\$1,608,191.00
This Amendment	\$38,200.00
Budget Remaining	\$353,609.00

RECOMMENDATION

Staff recommends that Council approve the professional services contract amendment for W.O. 14-05 with DOWL HKM in the amount of \$38,200.00.

APPROVED BY CITY ADMINISTRATOR

Contract Amendment #2

AMENDMENT NO. 2
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
W.O. 14-05
SOUTH BILLINGS URBAN RENEWAL DISTRICT SEWER, PHASE 1

THIS AGREEMENT, made and entered into on _____, 2014, by and between the following:

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

and

DOWL HKM
222 North 32nd Street, Suite 700
Billings, Montana 59101
Hereinafter designated the Engineer

WITNESSETH:

WHEREAS, the City and Engineer have entered into a contract dated October 17, 2013, for Engineer to provide engineering services to the City for Work Order 14-05, South Billings Urban Renewal District Sewer, Phase 1, 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 Engineer 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:

1. Appendix A, Section 3, Scope of Work is amended as follows:
 - a. Modify the construction contract duration in Task C.1.a to 110 days.
2. Appendix B, Section 1.A, Payment for Basic Services is amended as follows:
 - a. Increase the amount of compensation by Thirty Eight Thousand Two Hundred dollars and no/100 (\$38,200.00) to Three Hundred Sixty Six Thousand Six Hundred dollars and no/100 (\$366,600.00).

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

ENGINEER

NAME: _____

BY: _____

TITLE: _____

DATE: _____

CITY OF BILLINGS, MONTANA

BY: _____
City Council or Designee

DATE: _____

Regular City Council Meeting

Meeting Date: 06/09/2014

TITLE: Acknowledge Receipt of Petition to Vacate a portion of Monroe Street and Set a Public Hearing

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

Community & Leadership Development, Inc.(CLDI) has petitioned to vacate a portion of Monroe Street just north of Orrel Street. CLDI has purchased lots 11-20 in Straw Subdivision at the corner of Orrel Street and Monroe Street and proposes to construct 5 duplexes on the property. Monroe Street is undeveloped along this property, and the right of way width is insufficient to construct a street. When Straw Subdivision was platted, only 30 feet of right of way was dedicated. The properties on the other side of the Monroe right of way include Riverside School and a single family home with access off of another street. Neither have a need for Monroe Street to be constructed. The area of the street proposed to be vacated is 10,324 square feet.

ALTERNATIVES ANALYZED

The Council may:

- Approve acknowledgment of petition to vacate the above-mentioned right-of-way and set a public hearing for July 14, 2014; or
- Do not acknowledge the petition and terminate the right-of-way vacation process.

FINANCIAL IMPACT

The petitioners have provided a letter of value by a realtor for the right of way. Donald Lohrenz from Real Estate by Hamwey has established the value of the right of way at \$2.29/sf. At \$2.50/sf, the right of way would be valued at \$25,810.00. If Council declines to approve the right of way vacation as a gift, the petitioner would have to pay the city this amount for the right of way.

RECOMMENDATION

Staff recommends that Council acknowledge the receipt of a petition to vacate a portion of Monroe Street and set a public hearing for July 13, 2014.

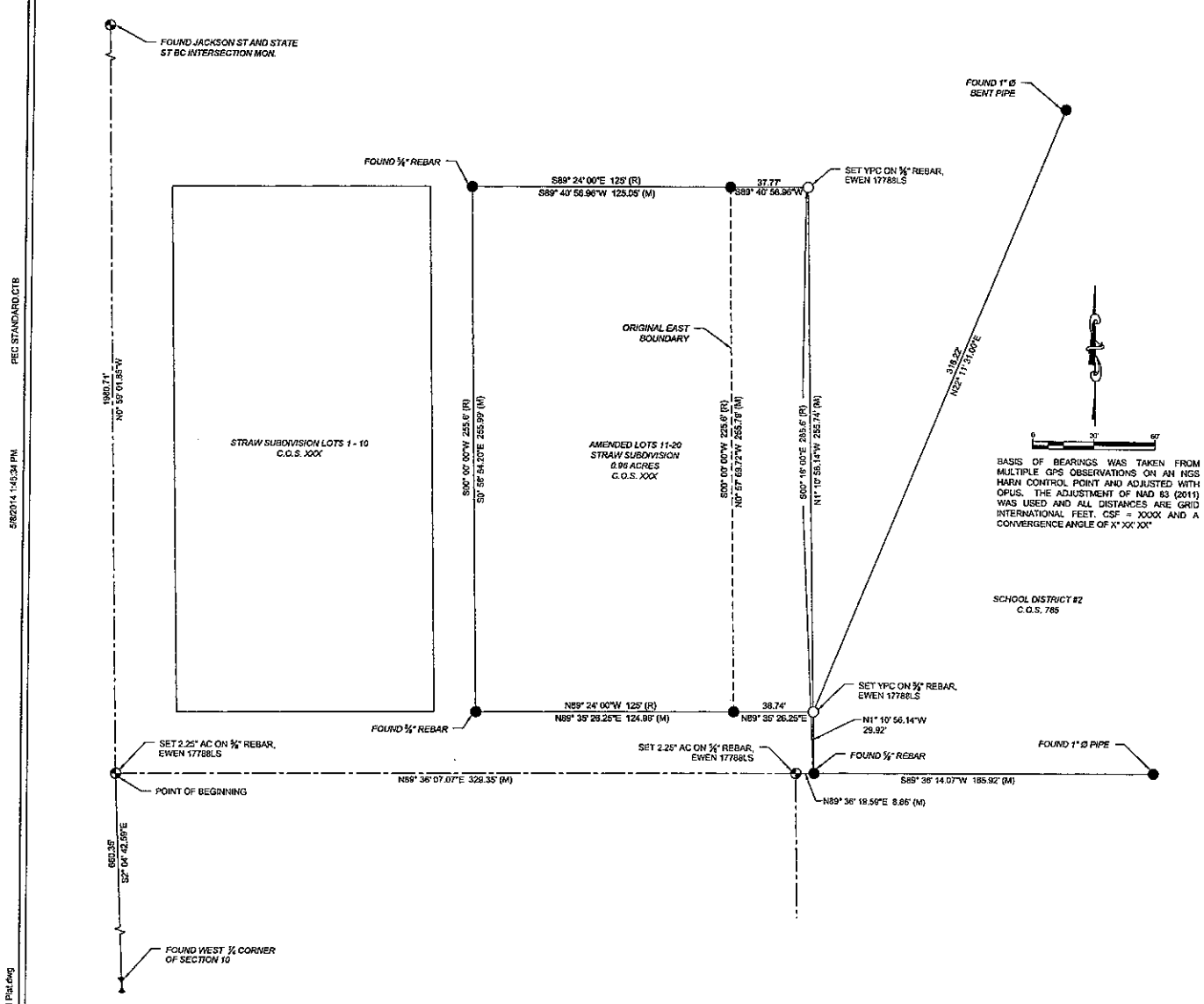
APPROVED BY CITY ADMINISTRATOR

Exhibit

Letter of Value

AMENDED LOTS 11-20, CERTIFICATE OF SURVEY XXXX

BEING LOTS 11-20 OF THE STRAW SUBDIVISION LOCATED IN THE NW 1/4 OF SECTION 10, T 1 S, R 26 E, P.M.M., YELLOWSTONE COUNTY, MONTANA



VICINITY MAP

STATE OF MONTANA
 COUNTY OF YELLOWSTONE

On this _____ day of _____, 2014, before me a Notary Public for the State of Montana, personally appeared Steve Houlahan, known to me to be the person whose name is subscribed to the within instrument and acknowledges to me that he executed the same.

Print _____
 Notary Public in and for the State of Montana
 Residing at _____
 My commissions expire _____

CERTIFICATE OF COUNTY ATTORNEY
 This document has been reviewed by the County Attorney's office and is acceptable as to form:
 Dated this _____ day _____, 20____

CERTIFICATE OF CITY/COUNTY HEALTH DEPARTMENT
 This Certificate of Survey has been reviewed by and approved by the Yellowstone City/County Health Department.
 Dated this _____ day _____, 20____

CERTIFICATE OF COUNTY TREASURER
 I hereby certify, pursuant to Section 76-3-207(3) MCA, that the accompanying plat has been duly examined and that all real property taxes and special assessments assessed and levied on the land have been paid.
 Dated this _____ day _____, 20____

Yellowstone County Treasurer
 CLERK AND RECORDER

LEGAL DESCRIPTION AND PROPERTY OWNER CERTIFICATION
 I, the undersigned owner, hereby certify that I have cause to be surveyed the following tract of land to-wit: A tract of land being Lots 11-20 of Straw Subdivision in addition to the vacated right-of-way of Monroe Street located in the NW 1/4 of Section 10, T 1 S, R 26 E, P.M.M., Yellowstone County, Montana. More particularly described as follows:
 Commencing at the intersection of Jackson Street and Orrel Street, Thence North 89° 36' 07.37" East along the centerline of Orrel Street a distance of 329.35 Feet marking the centerline intersection of Orrel Street and Monroe Street; Thence North 89° 36' 19.55" East a distance of 8.86 Feet marking the SW Property Corner of School District #2 (C.O.S. 765); Thence North 1° 10' 56.14" West a distance of 29.92 Feet marking the SE Property Corner of said Parcel; Thence North 1° 10' 56.14" West a distance of 255.74 Feet marking the NE Property Corner of said Parcel; Thence South 89° 40' 57.38" West a distance of 192.83 Feet marking the NW Property Corner of said Parcel; Thence South 0° 58' 54.20" East a distance of 255.99 Feet marking the SW Property Corner of said Parcel; Thence North 89° 35' 26.25" East a distance of 153.72 Feet to the SE Property Corner of said Parcel. Containing 0.96 Acres more or less. Subject to all right-of-ways and easements of record apparent on the ground or reserved on the survey.

CERTIFICATE OF EXEMPTION
 (SECURITY FOR MORTGAGE, LIEN OR TRUST INDENTURE)
 I certify that the purpose of this survey is to create a parcel of land to provide security for mortgage or loan purposes and that this exemption complies with all conditions imposed on its use. Therefore, this survey is exempt from review as a subdivision pursuant to Section 76-3-201(1) MCA and from review by the Montana Department of Environmental Quality 76-4-125(2)(a).
 Dated this _____ day _____, 20____

CERTIFICATE OF SURVEYOR
 I, the undersigned Brandon S. Ewen, Registered Land Surveyor, do hereby certify that this survey was done under my direct supervision and the accompanying Certificate of Survey was prepared in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 76-3-101 through 76-3-825 MCA.
 Dated this _____ day _____, 20____

Property Owner
 Steve Houlahan _____ Date _____

Brandon S. Ewen, PLS 17788LS



DRAFT

5982014 14:53:34 PM REC STANDARD CTR DWG/KR/CLD/CD/US/14-088-CLD/Plat.dwg

PREPARED FOR: STEVE HOULAHAN
 PREPARE BY: BRANDON EWEN
 PURPOSE: AMEND THE BOUNDARY OF LOTS 11-20 OF THE STRAW SUBDIVISION BY VACATING THE EXISTING MONROE STREET RIGHT-OF-WAY

LEGEND		
	FOUND QUARTER CORNER	AC ALUMINUM CAP
	FOUND PROPERTY CORNER	BC BRASS CAP
	SET PROPERTY CORNER	(M) MEASURED INFORMATION
	STREET INTERSECTION MON.	(R) RECORD INFORMATION
		YPC YELLOW PLASTIC CAP
		RPC RED PLASTIC CAP
		CFS COMBINED SCALE FACTOR

CLIENT
COMMUNITY LEADERSHIP DEVELOPMENT INC.
 P.O. BOX 3381
 BILLINGS, MT 59103
 (406) 256-3002

PROJECT TITLE
ORREL STREET HOUSING DEVELOPMENT

DATE	BY	DATE	BY



SHEET TITLE
CLDI BOUNDARY RELOCATION PLAT

SHEET
1



1010 Grand Ave.
Billings, Montana 59102
406-248-2020
FAX 406/248-1049
www.hamwey.com

Brokers Price Opinion 2/3/14

To Whom It May Concern,

This Broker's Price Opinion pertains to the abandonment of that portion of Monroe St. which lies adjacent to lots 11-20 Straw Subdivision and directly North of Orrel St. Yellowstone County, Billings MT 59101. This portion of Monroe St. is approximately 255'X30' or 7,650 Sq.Ft of land.

The best, most current and only comparable property in this area for determining the value of the afore mentioned portion of Monroe St. is the sale of lots 11-20 Straw Subdivision which closed 1/30/2014.

Lots 11-20 Straw Subdivision sold for \$2.29 per Sq.Ft, therefore my opinion of value for that portion of Monroe St. referred to above is \$2.29 per sq.ft.

A handwritten signature in black ink, appearing to read "Donald R. Lohrenz".

Donald R. Lohrenz
GRI, CRS, Broker
Real Estate by Hamwey
1010 Grand Ave. Ste. B
Billings MT 59102



Regular City Council Meeting

Meeting Date: 06/09/2014

TITLE: Resolution Allocating \$25,000 City Council Contingency Fund Transfer to High Sierra Disc Golf Park

PRESENTED BY: Tina Volek, City Administrator

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

During June 2010 discussions on the Pioneer Park disc golf course, it was reported that Sky View High School students were using the Pioneer Park course in addition to students from the nearby Senior High School. Interest subsequently was expressed in creating a course closer to Sky View High School at High Sierra Park in the Heights. On May 24, 2011, members of a Sky View government class presented to the City Council the results of a study and two public hearings held by the students that recommended amending the High Sierra Park Master Plan to include disc golf as an amenity. On June 13, 2011, City Council approved Resolution No. 11-19062, approving the amendment.

In April 2014, Parks, Recreation & Public Lands (PRPL) staff made a presentation to the Council on two options for development of a High Sierra disc golf course north of the Wicks Lane Extension and across the street from High Sierra Park. A minimal development of 12-20 acres using existing topography and vegetation was projected to cost \$68-75,000; a full development with water would cost \$1-1.7 million. Currently, the department has \$3,000 toward the project, but it was discussed that volunteer labor and fund-raising might be used to offset some costs.

On May 12, 2014, the Council approved two initiatives distributing the \$35,000 balance of its Fiscal Year 2014 (FY '14) Council Contingency fund. The projects included the transfer of \$25,000 to finalize the disc golf layout, create a master concept and purchase equipment.

Because FY '14 ends June 30, 2014, approved funds will be carried over to the FY '15 PRPL budget to allow a more thorough development of the project and the ordering of equipment.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the transfer of \$25,000 from the FY '14 Council Contingency Fund to FY '15 PRPL funds to complete planning of the High Sierra Park disc golf course;
- Amend the amount to be transferred; or
- Take no action on the transfer, which means the FY '14 Council Contingency funds will roll back into the unbudgeted General Fund reserve.

FINANCIAL IMPACT

If the City Council Contingency Fund is not approved, the completion of the High Sierra Park disc golf course master concept will not be completed and development of the project will await future budgeting, fund-raising and volunteer efforts.

If the transfer is approved, the project still will need another \$40,000 or significant volunteer effort to complete the minimal development effort. Staff believes that it can purchase baskets for the course out of the \$25,000 allocation, when combined with the previously available \$3,000.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution, authorizing the allocation of \$25,000 from the FY '14 Council Contingency Fund to FY '15 PRPL funds to complete planning and begin equipment acquisition for the High Sierra Park disc golf course.

APPROVED BY CITY ADMINISTRATOR

High Sierra Contingency Resolution

RESOLUTION NO. 14-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA,
APPROVING USE OF UP TO \$25,000 OF COUNCIL CONTINGENCY FUNDS FOR
A DISC GOLF COURSE IN HIGH SIERRA PARK**

WHEREAS, students from a Sky View High School government class presented the City Council on June 24, 2011, with a proposed disc golf update to the High Sierra Park Master Plan after studying the issue and hold two public hearings on their plans; and

WHEREAS, the City Council on June 13, 2011, approved Resolution No, 11-19062, adopting the proposed plan, which now needs finalization to be readied for development; and

WHEREAS, the City Council at its May 12, 2014, meeting authorized by initiative a transfer of \$25,000 from the Council Contingency Fund to complete the plan and such a transfer requires approval of a resolution by the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BILLINGS MONTANA DOES HEREBY RESOLVE to allocate \$25,000 from the Council Contingency Fund, Acct. No. 010-1110-411.79-70, to the FY '15 Parks, Recreation and Public Lands budget for the purposes of finalizing the High Sierra Disc Golf Course in the Master Plan.

APPROVED AND ADOPTED THIS 9TH DAY OF JUNE, 2014.

Billings City Council

Thomas W. Hanel, Mayor

ATTEST:

Cari Martin, City Clerk

Regular City Council Meeting

Meeting Date: 06/09/2014

TITLE: Resolution Allocating \$10,000 Council Contingency Fund Transfer to Optimist Park Master Plan

PRESENTED BY: Tina Volek, City Administrator

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The South Billings Urban Renewal Association (SBURA) has asked the City Council to fund a master plan for Optimist Park.

Located at Morgan Avenue and Hallowell, Optimist Park is a 16-acre facility with a craft house, a multi-use trail system, playground, basketball courts, restrooms and fields for baseball/softball and soccer/rugby. Although the park has been in operation for many years, its sole plans consist of a pair of maps. Master plans are intended to be documents that control and limit development in accordance with the needs of the community and the limitations and constraints of the park site, as well as planning improvements suited to and appropriate for the park. They involve public comment sessions to ensure the plans meet the needs of the areas they serve.

The City Council created an initiative at its May 12, 2014, meeting to use the balance of its Fiscal Year 2014 (FY '14)

Council Contingency Fund for two projects. They are a \$25,000 contribution to the High Sierra Park disc golf course and the balance of the funds (\$10,000) to be given to Optimist Park. This will not be enough to complete a master plan for Optimist, which would cost about \$40,000, but it is hoped donations can be found to assist with the project.

Staff also is recommending that the \$10,000 be carried into the Parks, Recreation & Public Lands FY'15 budget so that, if additional funding can be found, the plan can be developed in a thoughtful manner that allows adequate public comment.

ALTERNATIVES ANALYZED

The Council may:

- Approve a transfer of \$10,000 from the FY '14 Council Contingency Fund to the PRPL FY '15 Fund to help pay for an Optimist Park Master plan;
- Approve the transfer of a different amount; or
- Deny the transfer and wait for another budget year to help fund the Optimist Park Master Plan.

FINANCIAL IMPACT

If the transfer is not approved, the balance of the Council Contingency Fund will roll back into General Fund reserves at the June 30 end of FY '14. The Optimist Park Master Plan project then will have to be delayed or funded completely from another source.

If the transfer is approved, the project still will require another \$18,000 to \$20,000, which will have to be raised elsewhere in FY '15.

RECOMMENDATION

Staff recommends approval of a resolution transferring \$10,000 from the FY '14 Council Contingency Fund to the PRPL FY '15 fund to help pay for an Optimist Park Master Plan.

APPROVED BY CITY ADMINISTRATOR

Optimist Contingency Resolution

RESOLUTION NO. 14-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA,
APPROVING USE OF UP TO \$10,000 OF COUNCIL CONTINGENCY FUNDS
TO HELP CREATE A MASTER PLAN FOR OPTIMIST PARK**

WHEREAS, Optimist Park is a 16-acre facility at Morgan Avenue and Hallowell with a Craft House, multi-trail system, playground, restrooms and several game fields; and

WHEREAS, the only Master Plan for Optimist Park consists of two maps; and

WHEREAS, A Master Plan is intended to control and limit development in accordance with the needs of the community and the limitations and constraints of the park site, and to ensure future improvements are suited to and appropriate for the park; and

WHEREAS, the South Billings Urban Renewal Association has asked the City to develop such a plan for Optimist Park; and

WHEREAS, the City Council at its May 12, 2014, meeting authorized by initiative a transfer of from the Council Contingency Fund to help develop such a plan for this redeveloping portion of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BILLINGS MONTANA DOES HEREBY RESOLVE to allocate up to \$10,000 from the Council Contingency Fund, Acct. No. 010-1110-411.79-70, to the Parks, Recreation and Public Lands 'FY 15 budget to help develop an Optimist Park Mater Plan.

APPROVED AND ADOPTED THIS 9TH DAY OF JUNE, 2014.

Billings City Council

Thomas W. Hanel, Mayor

ATTEST:

Cari Martin, City Clerk

Regular City Council Meeting

Meeting Date: 06/09/2014

TITLE: Zone Change 920 - 2nd reading

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

This is a zone change request from Agriculture Open-Space (A-1) to Residential 6,000 (R-60) on a 19.57-acre parcel described as E2W2NWNW & W2E2NWNW of Section 4, Township 1 South, Range 25 East. The property has 1 dwelling and several agricultural buildings. The property is owned by Regal Land Development and the agent is Scott Worthington, P.E. A pre-application neighborhood meeting was held on March 13, 2014. The Zoning Commission conducted a public hearing on May 6, 2014, and is forwarding a recommendation of approval and adoption of the findings of the 10 criteria on a 5 to 0 vote. The City Council approved the zone change on 1st reading on May 27, 2014.

ALTERNATIVES ANALYZED

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

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

FINANCIAL IMPACT

If the zone change is approved, the property may be developed for single and two family dwellings. The property will be assessed and taxed when the lots are developed. The property will add value to the city's tax base.

RECOMMENDATION

The Zoning Commission recommends approval of Zone Change 920 and adoption of the findings of the 10 criteria on a 5-0 vote.

APPROVED BY CITY ADMINISTRATOR

Ordinance

ORDINANCE NO. 14-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR an un-platted 19.57 acre parcel of land described as E2W2NWNW & W2E2NWNW of Section 4, Township 1 South, Range 25 East, generally located at 5506 Grand Avenue

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

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC*, provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.
2. DESCRIPTION That the un-platted 19.57 acre parcel of land described as E2W2NWNW & W2E2NWNW of Section 4, Township 1 South, Range 25 East is presently zoned **Agriculture-Open Space (A-1)** and is shown on the official zoning maps within these zones.
3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcel** is hereby changed from **Agriculture-Open Space (A-1) to Residential 6,000 (R-60)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Residential 6,000 (R-60)** as set out in the Billings, Montana City Code.
4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading May 27, 2014.

PASSED, ADOPTED AND APPROVED on second reading June 9, 2014.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin, City Clerk
Zone Change #920 – 5506 Grand Avenue

Regular City Council Meeting

Meeting Date: 06/09/2014

TITLE: Popelka Commerce Center Subsequent Minor Subdivision Preliminary Plat

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

On May 1, 2014, the Planning Division received an application for preliminary plat approval for Amended Lot 3A, Block 1, Popelka Commerce Center Subdivision. The plat contains 5 lots on approximately 11.27 acres of land generally located on the northwest corner of King Avenue East and South Billings Boulevard. The property is currently vacant land. The owner is Bob Popelka, and the representing agent is Sanderson Stewart.

ALTERNATIVES ANALYZED

In accordance with state law, the City Council has 35 working days to act upon this preliminary subsequent minor plat. The 35 working day review period for the proposed plat ends on June 20, 2014. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 35-day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

FINANCIAL IMPACT

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

BACKGROUND

General location: Northwest corner of King Avenue East and South Billings Boulevard

Legal Description: Lot 3A, Block 1, Popelka Commerce Center Subdivision

Owner/Subdivider: Bob Popelka

Engineer and Surveyor: Sanderson Stewart

Existing Zoning: Entryway General Commercial

Existing land use: Vacant Land

Proposed land use: Commercial

Gross/net area: 11.727 acres / 11.727 acres

Proposed number of lots: 5

Lot size: Max: 3.45 acres

Min.: 1.06 acres

Parkland requirements: Parkland is not required as this is a commercial subdivision.

STAKEHOLDERS

A public hearing is not scheduled for the City Council meeting; however nearby property owners may attend the meeting. The Planning Division has received no public comments or questions regarding the proposed subdivision.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

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

RECOMMENDATION

Staff recommends that the City Council conditionally approve the preliminary subsequent minor plat of Amended Lot 3A, Block 1, Popelka Commerce Center Subdivision based on the Findings of Fact as presented in the staff report.

Recommended Conditions of Approval

1. To ensure the provisions of easements, the subdivider shall provide utility easements on the final plat as requested by the private utility companies.
2. To ensure the Suburban Ditch water users are able to have continued access to water, the subdivider will reword Letter G in the SIA under Conditions That Run With The Land requiring any construction on land with the Suburban Ditch on it to get approval from the Suburban Ditch Company for any type of plan that would alter the ditch in any way from its current location and condition.
3. To minimize effects on local services, the subdivider will provide a letter from the US Postal Service stating their approval of the final mailbox location prior to final plat approval.
4. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Engineering Departments to clarify the documents and bring them into the standard acceptable format.
5. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of City of Billings, and the laws and Administrative Rules of the State of Montana.

APPROVED BY CITY ADMINISTRATOR

[Proposed Plat](#)

[Findings of Fact](#)

[Aerial Image](#)

[Mayor's Letter](#)

Findings of Fact
Popelka Commerce Center Subdivision

Staff is forwarding the recommended Findings of Fact for Popelka Commerce Center Subdivision for review and approval by the City Council. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3)(a) and BMCC 23-303(H)(1)]

1. Effect on agriculture and agricultural water user facilities

The subject property is not used for agriculture, although there is an irrigation ditch running across the north west corner of the proposed subdivision. Comment from the Suburban Ditch company state that the ditch came into use in 1905 with an accompanying easement. The major user of this ditch is City Parks, Recreation and Public Land (PRPL) for irrigating Amend Park. Suburban Ditch Company in their comments do not recommend re-locating the ditch but would prefer that it be piped. The easement would be left in place to allow for maintenance. This parcel of land is currently a vacant lot that is adjacent to a commercial area of Billings. There will be no effect on agriculture but the ditch will be a concern that will have to be resolved with the Suburban Ditch Company. **(Condition #2)**

2. Effect on local services

- a. **Utilities** – Water service for the proposed lots will be from water lines already inside the subdivision. A 12 inch water line originating from South Billings Boulevard is in Commerce Way to the west edge of Southgate Drive. Commerce Way and Southgate Drive are street names within the proposed subdivision. There also is an existing 8 inch water line from King Avenue East that travels north in the drive access for Dairy Queen. When Commerce Way is completed the 8 inch line and 12 inch line will be connected to create a looped water supply within the subdivision. When Commerce Way is complete separate domestic water services will be provided for each proposed building site from the looped water main. Lot owners will be responsible for connection to these services at the time of lot development.

Sewer services are to be provided by the City of Billings. There is currently an existing 8 inch sewer line from King Avenue East that extends north into Commerce Way. This 8 inch line will be extended to the lots within the subdivision with separate sewer services provided to each individual building site. Lot owners will be responsible for final connection to the services at the time of lot development.

Private utilities such as electric and gas are available to the lots upon development. To ensure the proper utility easements are provided, it is recommended that the developer consult with the utility companies and place the requested easements on the final plat.

MDU has requested a utility easement on the north and west edge of Commerce Way.
(Condition #1)

- b. **Storm water** –All drainage improvements shall comply with the provisions of the 2011 City of Billings Storm Water Management Manual and Section 23-706, BMCC. Storm water will be handled on site through surface flow on the streets and parking lots. It will be collected through a network of catch basins and then ultimately discharged to the City’s storm drain system at the allowed discharge rates.
- 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 subdivision internal street, Commerce Way, connects to South Billings Boulevard and King Avenue East. Commerce Way and Southgate Drive are both proposed to be private drives. The applicant has proposed the private roads to enable the future tenants to be able to maintain them in a similar fashion to other multi-building commercial developments with in Billings. The roads are in an easement that allows for public utilities and access. All the internal streets will be built in accordance to all the City of Billings Site Development requirements and approved by City Engineering before construction.

King Avenue East and South Billings Boulevard are both currently built out streets with existing curb gutter and sidewalks no additional improvements will be required by this subdivision. Sidewalks within the proposed subdivision will be constructed at the time of building construction on a lot.

In the SIA Section II, Conditions that run with the land, when each lot develops they will need to submit a letter updating the April, 2001 Traffic Impact Study.

There are four access points proposed for this subdivision from King Avenue East and two from South Billings Boulevard. The interior roads will provide the network for traffic circulation within the proposed subdivision and the accesses to King Avenue East and South Billings Boulevard per the Conditions and Reciprocal Easements filed with the original subdivision plat under records of the Yellowstone County Clerk and Recorder, Document Nos. 3328536, 3356092, and 3700606.

- e. **Emergency services** - The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest emergency service station is located at 475 6th Street West (Station #4). The subdivision is located within the ambulance service area of American Medical Response.

The subdivider is installing water line extensions with hydrants to provide fire suppression for the subdivision.

- f. **Schools** –This commercial subdivision should have a minimal effect on schools.

- g. **Parks and Recreation** - Parkland dedication is not required for this subdivision, as it is a commercial subdivision.
- h. **Mail Delivery** - The United States Postal Service indicated that a Central Box Unit will be required. The size of the box will depend on the number of deliveries. The location of the Central Box Unit shall be reviewed and approved by the post office. (Condition #3)

3. Effect on the natural environment

The proposed subdivision should have only minor effects on the natural environment. There will be short term air and noise pollution associated with construction on the property. Storm water shall be managed in compliance with an approved plan and the property is outside of the flood plain. New development proposals will need to prepare and submit a project-specific geotechnical analysis to minimize any potential impacts from soil and groundwater conditions.

4. Effect on wildlife and wildlife habitat

The proposed subdivision should not affect wildlife or habitat. There are no known endangered or threatened species on the property. However Montana Fish Wildlife and Parks stated that the area is known to have resident deer, wild turkeys and other wildlife presence.

5. Effect on the public health, safety and welfare

The subdivision should not negatively affect public health or safety. The subject property is not within a mapped floodway or flood zone. A geotechnical survey will be required prior to construction to ensure appropriate foundation designs are installed based on the subsurface conditions. There are no obvious threats to public health, safety or welfare.

B. Was an Environmental Assessment required? [MCA 76-3-616 and BMCC 23-901]

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA and 23-901, BMCC.

C. Does the subdivision conform to the Yellowstone County-City of Billings 2008 Growth Policy Update, the 2006 Billings Heights Neighborhood Plan, the Urban Area Transportation Plan, 2009 Update, and the Billings Area Bikeway and Trails Master Plan? [BMCC 23-303(H)(3)]

1. Yellowstone County-City of Billings 2008 Growth Policy Update

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

- a. **Goal:** Predictable land use decisions that are consistent with neighborhood character and preferred land use patterns identified in neighborhood plans (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).

d. **Goal:** More housing and business choices within each neighborhood (p. 6).

2. Urban Area Transportation Plan Update 2009

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

3. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway and Trail Master Plan identifies a proposed bike trail connecting the existing trail along Southgate Drive through the Popelka Commerce Center to Amend Park. Trail easements are shown on the plat along the east side of Lot 3A-1, the east side of Lot 3A-5, and the south side of Lot 3A-3. Trail construction will be done at the time of lot improvements.

4. Amend Village Vision (SBBURD Master Plan)

Residents and businesses co-exist and complement one another in a mixed-use village oriented toward Amend Park. New and improved tree-lined streets, alleys, pathways, and greenways connect existing businesses, new housing, and attractive community amenities. Compact residential and neighborhood services facing Amend Park help activate its diverse, year-round, multi-generational recreational programs.

Key Concept 4: Focus new commercial development toward the park, including local dine-in restaurants and/or sports bars in the commercial area southeast of the park where there are opportunities for outdoor patios overlooking the park.

Key Concept 5: Encourage recreation-oriented commercial uses near the park. Examples are a bike store with bike rentals, indoor recreation near the southeast corner of the park such as a fitness center, indoor play, electronic game center, bowling alley, skating rink, etc. Such uses could serve the neighborhood, local employers, hotels, South Hills, and the Josephine Crossing subdivision.

Key Concept 6: Improve access to community and commercial services through better streets and pathways and Safe Routes to Schools.

The proposed subdivision meets some of the Key Concepts outlined in the SBBURD Master Plan.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608(3)(b), BMCC 23-303(H)(2)]

The proposed subdivision, with the proposed conditions, 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 23-303(H)(2)(e)]

The subject property is located in Entryway General Commercial zoning. All development shall comply with the standards set forth in Section 27-1001, BMCC. Final zoning compliance will be determined at the time of the building permit.

F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608(3)(c) and BMCC 23-303(H)(2)(b)]

The plat provides easements for utilities throughout the proposed subdivision. It is recommended that the developer work with NWE and MDU to show the needed easements on the final plat (**Condition #1**).

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 23-303(H)(2)(c)]

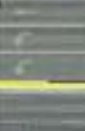
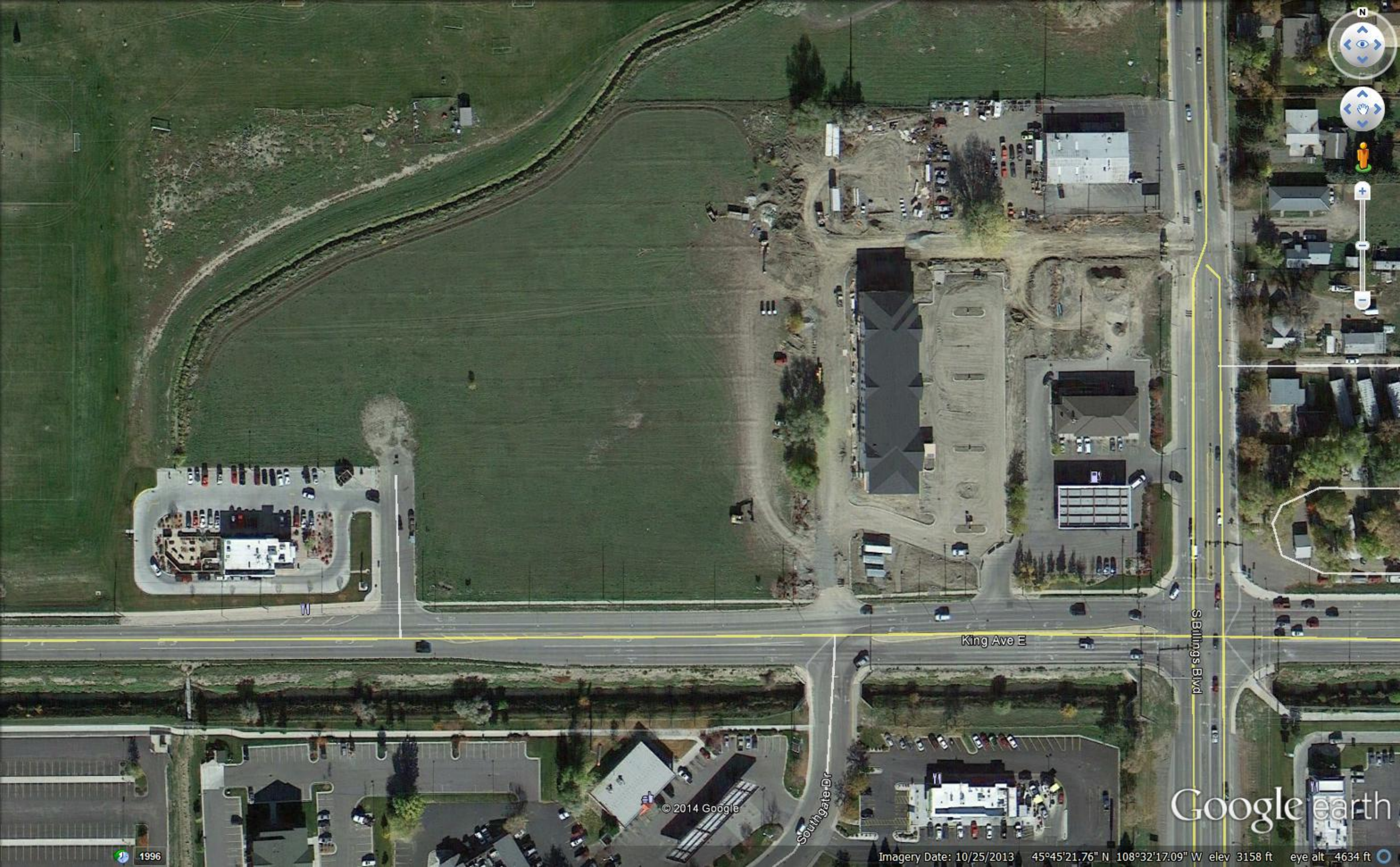
Access to the subdivision shall be from South Billings Boulevard and from King Avenue East via the new private street 'Commerce Way' and through the private road/driveways network shared with the overall development.

CONCLUSIONS OF FINDING OF FACT

- The preliminary plat of Popelka Commerce Center Subdivision, 2nd 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, and does not conflict with the 2009 Transportation Plan Update or the Trail Plan.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

Approved by the Billings City Council, June 9, 2014.

Thomas W. Hanel, Mayor



King Ave E

S Billings Blvd

Southgate Dr

© 2014 Google

Google earth

1996

Imagery Date: 10/25/2013 45°45'21.76" N 108°32'17.09" W elev 3158 ft eye alt 4634 ft

Mayor's Approval Letter—Popelka Commerce Center Subdivision, 2nd Filing

June 9, 2014

Bob Popelka
1327 Main Street
Billings, MT 59105

Dear Property Owners:

On June 9, 2014, the Billings City Council conditionally approved the preliminary plat of Popelka Commerce Center Subdivision, 2nd Filing, subject to the following conditions of approval:

1. To ensure the provision of easements, the subdivider shall provide utility easements on the final plat as requested by the private utility companies.
2. To ensure the Suburban Ditch water users are able to have continued access to water the subdivider will reword Letter G in the SIA under Conditions That Run With The Land requiring any construction on land with the Suburban Ditch on it to get approval from the Suburban Ditch Company for any type of plan that would alter the ditch in any way from its current location and condition.
3. To minimize effects on local services the subdivider will provide a letter from the US Postal Service stating their approval of the final mailbox location prior to final plat approval.
4. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Engineering Departments to clarify the documents and bring them into the standard acceptable format.
5. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of City of Billings, and the laws and Administrative Rules of the State of Montana.

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

Sincerely,

Thomas W. Hanel, Mayor

Pc: Pat Davies, Sanderson Stewart

Regular City Council Meeting

Meeting Date: 06/09/2014

TITLE: Geyser Park Subsequent Minor Subdivision Preliminary Plat

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

On May 1, 2014, the Planning Division received an application for preliminary plat approval for Amended Lot 1, Block 1, Geyser Park Subdivision. The plat contains 2 lots on approximately 5.27 acres of land generally located at 4910 Southgate Drive, west of the I-90/South Billings Boulevard interchange. The property currently has Geyser Park Family Fun Center on the western portion of the parcel. The owner is John Williamson and the representing agent is Sanderson Stewart.

ALTERNATIVES ANALYZED

In accordance with state law, the City Council has 35 working days to act upon this preliminary subsequent minor plat. The 35 working day review period for the proposed plat ends on June 20, 2014. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 35-day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

FINANCIAL IMPACT

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

BACKGROUND

General location: 4910 Southgate Drive, west of I-90/South Billings Boulevard Interchange

Legal Description: Lot 1, Block 1, Geyser Park Subdivision

Owner/Subdivider: John Williamson

Engineer and Surveyor: Sanderson Stewart

Existing Zoning: Entryway General Commercial

Existing land use: Commercial

Proposed land use: Commercial

Gross/net area: 5.274 acres / 5.274 acres

Proposed number of lots: 2

Lot size: Max: 3.098 acres

Min.: 2.178 acres

Parkland requirements: Parkland is not required as this is a commercial subdivision.

STAKEHOLDERS

A public hearing is not scheduled for the City Council meeting; however nearby property owners may attend the meeting. The Planning Division has received no public comments or questions regarding the proposed subdivision.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

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

RECOMMENDATION

Staff recommends that the City Council conditionally approve the preliminary subsequent minor plat of Amended Lot 1, Block 1, Geyser Park Subdivision based on the Findings of Fact as presented in the staff report.

Recommended Conditions of Approval

1. To ensure the provisions of easements, the subdivider shall provide utility easements on the final plat as requested by the private utility companies.
2. To ensure access to both proposed uses on this subdivision without unneeded restrictions, the subdivider shall provide a reciprocal access easement agreement before final plat approval.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Engineering Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of City of Billings, and the laws and Administrative Rules of the State of Montana.

APPROVED BY CITY ADMINISTRATOR

[Proposed Plat](#)

[Findings of Fact](#)

[Aerial Image](#)

[Mayor's Letter](#)

PRELIMINARY PLAT OF AMENDED LOT 1, BLOCK 1,
GEYSER PARK SUBDIVISION

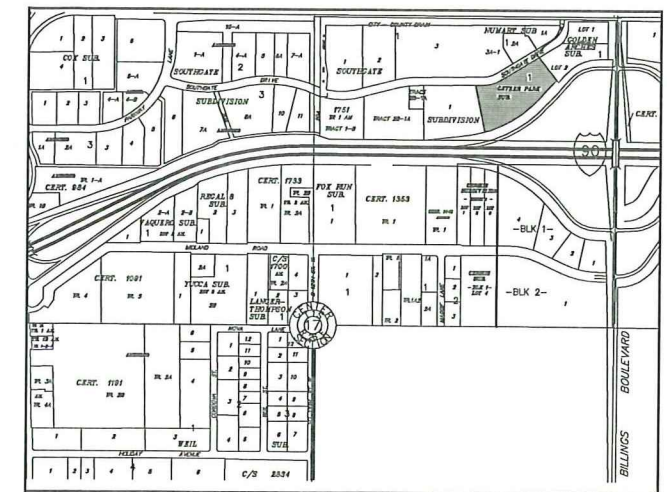
SITUATED IN THE NE 1/4 SECTION 17, T. 1 S., R. 26 E., P.M.M.
 IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : JOHN WILLIAMSON

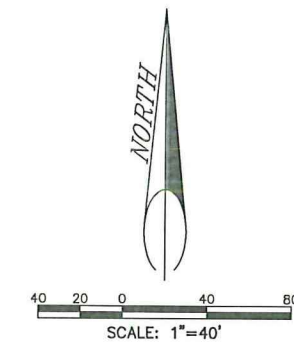
APRIL 2014

PREPARED BY : SANDERSON STEWART 

BILLINGS, MONTANA



VICINITY MAP
 NOT TO SCALE



PLAT DATA

GROSS AREA	=	5.274 ACRES
NET AREA	=	5.274 ACRES
NUMBER OF LOTS	=	2
MINIMUM LOT SIZE	=	±2.178 ACRES
MAXIMUM LOT SIZE	=	±3.098 ACRES
LINEAL FEET OF STREETS	=	N/A
PARKLAND REQUIREMENT	=	N/A
PARKLAND DEDICATION	=	N/A
EXISTING ZONING	=	ENTRYWAY GENERAL COMMERCIAL
SURROUNDING ZONING:		
NORTH	=	ENTRYWAY GENERAL COMMERCIAL
SOUTH	=	ENTRYWAY GENERAL COMMERCIAL
EAST	=	ENTRYWAY GENERAL COMMERCIAL
WEST	=	ENTRYWAY GENERAL COMMERCIAL
EXISTING LAND USE	=	ENTERTAINMENT CENTER
PROPOSED LAND USE	=	ENTERTAINMENT CENTER & HOTEL
TAX CODE	=	A28409

Findings of Fact
Amended Lot 1, Block 1, Gevser Park Subdivision

Staff is forwarding the recommended Findings of Fact for Amended Lot 1, Block 1, Gevser Park Subdivision for review and approval by the City Council. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3)(a) and BMCC 23-303(H)(1)]

1. Effect on agriculture and agricultural water user facilities

The subject property is not used for agriculture it is currently a large parking lot for Gevser Family Fun Center (Gevser Park). There is a length of the Suburban Ditch that runs along the west edge of the subject property. The ditch will stay in place as well as the existing easement for the ditch. It is anticipated that there will be no effect on agriculture or water user facilities.

2. Effect on local services

- a. **Utilities** – The subdivision is currently served by a public water main located in Southgate Drive. Lot 1A has an existing four-inch domestic water service to the lot from the main located in Southgate Drive. Lot 1B will receive domestic water service and fire water service from connections to the City of Billings 12-inch water main in Southgate Drive. Lot owners will be responsible for connection to these services at the time of lot development.
- b. **Sewer** - The subdivision is currently served by a sanitary sewer main located in Southgate Drive. Lot 1A has an existing six-inch sanitary sewer service to the lot from the existing main. Lot 1B will receive sanitary sewer service by a proposed connection to the existing 12-inch main in Southgate Drive.

Private utilities such as electric and gas are available to the lots upon development. To ensure the proper utility easements are provided, it is recommended that the developer consult with the utility companies and place the requested easements on the final plat. **(Condition #1)**

- c. **Storm water** –All drainage improvements shall comply with the provisions of the *Stormwater Management Manual* and Chapter 28, BMCC, and shall be in accordance with the recommendations of the approved storm drain study to be submitted to the Engineering Division at the time of site development.
- d. **Solid waste** - The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.

- e. **Streets** – The subdivision fronts the existing Southgate Drive. Southgate Drive has an existing 70-foot wide right-of-way dedication and is constructed to a paved width of 49 feet from back of curb to back of curb.

No street improvements are required with this subdivision.

There are currently two accesses to this property for the original use, Geyser Park, and those will remain as they are. The parking for both businesses will be accessible from those accesses. There will need to be a reciprocal access easement agreement to avoid any future issues.
(Condition #2)

- f. **Emergency services** - The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest emergency service station is located at 475 6th Street West (Station #4). The subdivision is located within the ambulance service area of American Medical Response.
- g. **Schools** –This commercial subdivision should have a minimal effect on schools.
- h. **Parks and Recreation** - Parkland dedication is not required for this subdivision, as it is a commercial subdivision.
- i. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision. Any special requirements will have to be submitted and approved by the Postal Service.

3. Effect on the natural environment

The proposed subdivision should have only minor effects on the natural environment. There will be short term air and noise pollution associated with construction on the property. Storm water shall be managed in compliance with an approved plan and the property is outside of the flood plain. New development proposals will need to prepare and submit a project-specific geotechnical analysis to minimize any potential impacts from soil and groundwater conditions.

4. Effect on wildlife and wildlife habitat

The proposed subdivision should not affect wildlife or habitat. There are no known endangered or threatened species on the property. However Montana Fish Wildlife and Parks stated that the area is known to have resident deer, wild turkeys and other wildlife presence.

5. Effect on the public health, safety and welfare

The subdivision should not negatively affect public health or safety. The subject property is not within a mapped floodway or flood zone. A geotechnical survey will be required prior to construction to ensure appropriate foundation designs are installed based on the subsurface conditions. There are no obvious threats to public health, safety or welfare.

B. Was an Environmental Assessment required? [MCA 76-3-616 and BMCC 23-901]

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA and 23-901, BMCC.

C. Does the subdivision conform to the Yellowstone County-City of Billings 2008 Growth Policy Update, the 2006 Billings Heights Neighborhood Plan, the Urban Area Transportation Plan, 2009 Update, and the Billings Area Bikeway and Trails Master Plan? [BMCC 23-303(H)(3)]

1. Yellowstone County-City of Billings 2008 Growth Policy Update

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

- a. **Goal:** Predictable land use decisions that are consistent with neighborhood character and preferred land use patterns identified in neighborhood plans (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).
- d. **Goal:** More housing and business choices within each neighborhood (p. 6).

2. Urban Area Transportation Plan Update 2009

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

3. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway and Trail Master Plan does not identify a bike trail in this subdivision or bike lanes along Southgate Drive. There is a trail on the south side of King Avenue East which is to the north of this proposed subdivision.

4. Amend Village Vision (SBBURD Master Plan)

Residents and businesses co-exist and complement one another in a mixed-use village oriented toward Amend Park. New and improved tree-lined streets, alleys, pathways, and greenways connect existing businesses, new housing, and attractive community amenities. Compact residential and neighborhood services facing Amend Park help activate its diverse, year-round, multi-generational recreational programs.

Key Concept 5: Encourage recreation-oriented commercial uses near the park. Examples are a bike store with bike rentals, indoor recreation near the southeast corner of the park such as a fitness center, indoor play, electronic game center, bowling alley, skating rink, etc. Such uses could serve the neighborhood, local employers, hotels, South Hills, and the Josephine Crossing subdivision.

The proposed subdivision opens the door to the possibility of meeting some of the concepts outlined in the SBBURD Master Plan.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608(3)(b), BMCC 23-303(H)(2)]

The proposed subdivision, with the proposed conditions, 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 23-303(H)(2)(e)]

The subject property is located in Entryway General Commercial zoning. All development shall comply with the standards set forth in Section 27-1001, BMCC. Final zoning compliance will be determined at the time of the building permit.

F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608(3)(c) and BMCC 23-303(H)(2)(b)]

The plat provides easements for utilities throughout the proposed subdivision. It is recommended that the developer work with NWE and MDU to show the needed easements on the final plat (**Condition #1**).

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 23-303(H)(2)(c)]

Access to the subdivision shall be from Southgate Drive.

CONCLUSIONS OF FINDING OF FACT

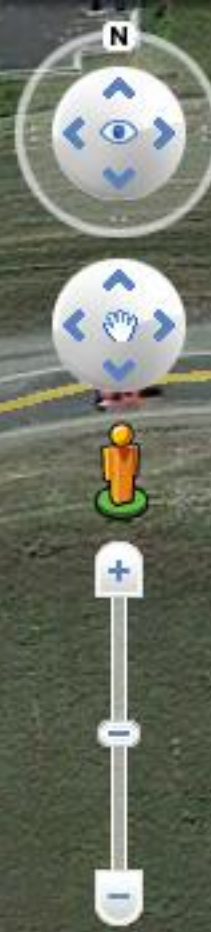
- The preliminary plat of Amended Lot 1, Block 1, Geysers Park Subdivision does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several goals and policies of the 2008 Growth Policy, and does not conflict with the 2009 Transportation Plan Update or the Trail Plan.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

Approved by the Billings City Council, June 9, 2014.

Thomas W. Hanel, Mayor



Southgate Dr



90

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Google earth

1996

Imagery Date: 10/25/2013 45°45'11.45" N 108°32'19.49" W elev 3160 ft eye alt 4254 ft

Mayor's Approval Letter— Amended Lot 1, Block 1, Geysers Park Subdivision

June 9, 2014

John Williamson
1131 Moon Valley Road
Billings, MT 59105

Dear Property Owner:

On June 9, 2014, the Billings City Council conditionally approved the preliminary plat of Amended Lot 1, Block 1, Geysers Park Subdivision, subject to the following conditions of approval:

1. To ensure the provision of easements, the subdivider shall provide utility easements on the final plat as requested by the private utility companies.
2. To ensure access to both proposed uses on this subdivision without unneeded restrictions the subdivider shall provide a reciprocal access easement agreement before final plat approval.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Engineering Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have questions please contact the Dave Green at (406) 247-8666 or by email at greend@ci.billings.mt.us

Sincerely,

Thomas W. Hanel, Mayor

Pc: Bryan Alexander, Sanderson Stewart

Regular City Council Meeting

Meeting Date: 06/09/2014

TITLE: Payment of Claims May 12, 2014

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$ 1,611,929.46 have been audited and are presented for City Council payment approval. A complete listing of the claims dated May 12, 2014 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

Council Reports 5-12

Check Date	Check	Name	Amount	Account	Item Desc
05/12/2014	774885	A & I Distributors	\$727.69	5610-71130-402310	Invoice #2462733. Oil for Equipment
05/12/2014	774885	A & I Distributors	\$1,455.38	5610-71130-402310	Invoice #2466902. Oil for equipment - Spring services
05/12/2014	774885	A & I Distributors	\$816.30	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 295159
05/12/2014	774885	A & I Distributors	\$1,506.72	6010-00000-141000	2459705 PO NUM 295130
05/12/2014	774885	A & I Distributors	\$3,229.15	6010-00000-141000	2463228 PO NUM 295130
05/12/2014	774885	A & I Distributors	\$60.00	6010-00000-141000	2463228 PO NUM 295130
05/12/2014	774885	A & I Distributors	\$133.34	1500-22260-402320	2459703
05/12/2014	774885	A & I Distributors	\$107.92	5410-31220-402320	2459705
05/12/2014	774885	A & I Distributors	\$1,004.12	5410-31230-402310	oil for shop
05/12/2014	774885	A & I Distributors	\$656.70	5410-31220-402310	DEF for truck
05/12/2014	774885	A & I Distributors	\$486.20	5410-31220-402310	antifreeze for shop
05/12/2014	774885	A & I Distributors	\$486.20	5710-71440-402320	2466896
05/12/2014	774885	A & I Distributors	\$1,891.50	6010-00000-141000	2468823 PO NUM 295130
05/12/2014	774889	Archie Cochrane	\$2,856.00	6400-22400-409440	2014 Ford F-350 Pickup options: Power inverter installed in service body, Towing package factory installed, Factory Bluetooth connectivity, Service Body Master locking system on compartment service doors.
05/12/2014	774889	Archie Cochrane	\$40,385.00	6400-22400-409440	2014 Ford F-350 Crew Cab Pickup with Omaha Standard Body Exterior Color: White
05/12/2014	774889	Archie Cochrane	\$24.66	6010-00000-141000	5125780 PO NUM 295369
05/12/2014	774889	Archie Cochrane	\$76.79	2110-31320-402320	5125824
05/12/2014	774889	Archie Cochrane	\$25.35	2110-31320-402320	5125914
05/12/2014	774889	Archie Cochrane	\$808.75	5020-73120-402320	5125925
05/12/2014	774889	Archie Cochrane	\$25.55	5020-73120-402320	5125925
05/12/2014	774889	Archie Cochrane	\$58.18	2110-31320-402320	5126033
05/12/2014	774889	Archie Cochrane	-\$100.00	5020-73120-402320	5126042
05/12/2014	774889	Archie Cochrane	\$4.82	1500-21120-402320	5126247
05/12/2014	774889	Archie Cochrane	\$130.80	6010-00000-141000	5126028 PO NUM 295418
05/12/2014	774889	Archie Cochrane	\$4.82	1500-21120-402320	5126354
05/12/2014	774889	Archie Cochrane	\$6.00	1500-21120-402320	5126474
05/12/2014	774889	Archie Cochrane	\$76.70	1500-21120-402320	5126491
05/12/2014	774889	Archie Cochrane	\$6.00	1500-21120-402320	5126622
05/12/2014	774889	Archie Cochrane	\$37.26	1500-21120-402320	5126809
05/12/2014	774897	Billings Depot Inc	\$5,366.67	6600-31100-405310	Rent
05/12/2014	774897	Billings Depot Inc	\$8,050.00	6700-31410-405310	Rent
05/12/2014	774904	Bruco Inc	\$4,857.16	5020-00000-141000	SYSTEMS PO NUM 295348
05/12/2014	774905	Business Tax Section	\$6,064.91	4250-31840-409310	WO 10-19 Shiloh Conservation Area; CO#1 01/17/14
05/12/2014	774905	Business Tax Section	\$116.58	8400-31840-409310	WO 13-04 2013 ADA Ramp Replacement
05/12/2014	774905	Business Tax Section	\$83.95	2050-31310-409310	WO 13-04 2013 ADA Ramp Replacement
05/12/2014	774905	Business Tax Section	\$561.44	2100-31100-409311	WO 13-04 2013 ADA Ramp Replacement
05/12/2014	774905	Business Tax Section	\$2,090.01	4160-74930-409340	WO 09-19 Zone 3 East Fox Reservoir Expansion
05/12/2014	774905	Business Tax Section	\$420.80	2050-31310-409390	WO 13-03 Sch 3 City Crack Seal
05/12/2014	774905	Business Tax Section	\$27.34	4450-00000-201100	WO1302 Misc Developer
05/12/2014	774905	Business Tax Section	\$26.84	2050-00000-201100	WO1302 Misc Developer
05/12/2014	774905	Business Tax Section	\$4.46	8400-00000-201100	WO1302 Misc Developer
05/12/2014	774905	Business Tax Section	\$2.12	2050-00000-201100	WO 13-04 2013 ADA Ramps
05/12/2014	774905	Business Tax Section	\$13.69	2100-00000-201100	WO 13-04 2013 ADA Ramps
05/12/2014	774906	BVAC	\$4,385.75	2500-21350-402120	Part #BV223-IVP250, .223, 55gr, FMJ Ammo
05/12/2014	774906	BVAC	\$65.00	2500-21350-402120	Shipping
05/12/2014	774907	Cmg Construction, Inc.	\$600,425.84	4250-31840-409310	WO 10-19 Shiloh Conservation Area; CO #1 01/17/14
05/12/2014	774912	Cummins Rocky Mountain Llc	\$780.76	5410-31220-402320	004-83620
05/12/2014	774912	Cummins Rocky Mountain Llc	\$15.00	5410-31220-402320	004-83620
05/12/2014	774912	Cummins Rocky Mountain Llc	\$95.91	5710-71440-402320	004-82834
05/12/2014	774912	Cummins Rocky Mountain Llc	\$204.61	5710-71440-402320	004-83221
05/12/2014	774912	Cummins Rocky Mountain Llc	\$30.00	5710-71440-402320	004-83221
05/12/2014	774912	Cummins Rocky Mountain Llc	\$1,859.16	5410-31220-402320	004-83460
05/12/2014	774912	Cummins Rocky Mountain Llc	\$225.75	5410-31220-402320	004-83460
05/12/2014	774916	Dowl Hkm	\$6,561.25	8400-31840-409310	WO 10-19 Shiloh Conservation Area Amendment #1
05/12/2014	774916	Dowl Hkm	\$489.38	5030-75910-409340	WO 13-01 2013 Sanitary Sewer & Water Replacement
05/12/2014	774916	Dowl Hkm	\$1,763.12	5130-85910-409340	WO 13-01 2013 Sanitary Sewer & Water Replacement
05/12/2014	774916	Dowl Hkm	\$3,406.25	1990-15050-409340	WO 14-05 SBURD Sewer Phase I
05/12/2014	774925	Galles Filter Service	\$7.24	5710-71440-402320	305494
05/12/2014	774925	Galles Filter Service	\$46.20	6010-00000-141714	305494 PO NUM 295134
05/12/2014	774925	Galles Filter Service	\$62.31	6010-00000-141714	304923 PO NUM 295134
05/12/2014	774925	Galles Filter Service	\$285.86	6010-00000-141000	305124 PO NUM 295134
05/12/2014	774925	Galles Filter Service	\$7.85	6010-00000-141000	305152 PO NUM 295134
05/12/2014	774925	Galles Filter Service	\$161.06	6010-00000-141000	305427 PO NUM 295134

Check Date	Check	Name	Amount	Account	Item Desc
05/12/2014	774925	Galles Filter Service	\$736.00	6010-00000-141000	305491 PO NUM 295134
05/12/2014	774925	Galles Filter Service	\$13.02	5710-71440-402320	304430
05/12/2014	774925	Galles Filter Service	\$6.77	5710-71440-402320	304923
05/12/2014	774925	Galles Filter Service	\$1.81	5710-71440-402320	304923
05/12/2014	774925	Galles Filter Service	\$3.27	1500-22260-402320	305152
05/12/2014	774925	Galles Filter Service	\$53.76	1500-22260-402320	305210
05/12/2014	774925	Galles Filter Service	\$10.12	5410-31220-402320	305322
05/12/2014	774925	Galles Filter Service	\$18.11	2110-31320-402320	305589
05/12/2014	774925	Galles Filter Service	\$28.67	1500-22310-402320	305625
05/12/2014	774925	Galles Filter Service	\$62.31	6010-00000-141714	304401 PO NUM 295134
05/12/2014	774925	Galles Filter Service	\$44.92	6010-00000-141000	304849 PO NUM 295134
05/12/2014	774925	Galles Filter Service	\$208.41	6010-00000-141000	304927 PO NUM 295134
05/12/2014	774925	Galles Filter Service	\$1.81	5710-71440-402320	304401
05/12/2014	774925	Galles Filter Service	\$136.70	5020-74000-402320	NONSTOCKING ITEMS-P.U.D.
05/12/2014	774925	Galles Filter Service	\$129.06	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 295272
05/12/2014	774925	Galles Filter Service	\$8.85	6010-00000-141000	304571 PO NUM 295134
05/12/2014	774925	Galles Filter Service	\$121.26	6010-00000-141000	304593 PO NUM 295134
05/12/2014	774925	Galles Filter Service	\$53.41	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 295224
05/12/2014	774925	Galles Filter Service	\$276.13	6010-00000-141000	304066 PO NUM 295134
05/12/2014	774925	Galles Filter Service	\$418.41	6010-00000-141000	304391 PO NUM 295134
05/12/2014	774925	Galles Filter Service	\$106.38	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 295178
05/12/2014	774925	Galles Filter Service	-\$5.64	6010-00000-141000	303298 PO NUM 295134
05/12/2014	774925	Galles Filter Service	\$45.76	6010-00000-141714	303308 PO NUM 295134
05/12/2014	774925	Galles Filter Service	\$229.92	6010-00000-141000	303311 PO NUM 295134
05/12/2014	774925	Galles Filter Service	\$147.90	6010-00000-141000	303518 PO NUM 295134
05/12/2014	774925	Galles Filter Service	\$345.16	6010-00000-141000	303880 PO NUM 295134
05/12/2014	774925	Galles Filter Service	\$41.72	6010-00000-141000	303919 PO NUM 295134
05/12/2014	774928	Gillig Corporation	\$3,929.23	5710-71440-402320	4000680
05/12/2014	774928	Gillig Corporation	\$73.50	5710-71440-402320	40006857
05/12/2014	774928	Gillig Corporation	\$12.39	5710-71440-402320	40006857
05/12/2014	774928	Gillig Corporation	\$10.35	5710-71440-402320	40008015
05/12/2014	774928	Gillig Corporation	\$52.62	5710-71440-402320	40008761
05/12/2014	774928	Gillig Corporation	\$52.61	5710-71470-402320	40008761
05/12/2014	774928	Gillig Corporation	\$3,929.23	6010-00000-141714	4000680 PO NUM 295366
05/12/2014	774928	Gillig Corporation	\$2,154.85	6010-00000-141714	40006857 PO NUM 295366
05/12/2014	774928	Gillig Corporation	\$34.80	6010-00000-141714	40008015 PO NUM 295374
05/12/2014	774928	Gillig Corporation	\$157.86	6010-00000-141714	40008761 PO NUM 295374
05/12/2014	774930	Granite Peak Pump Service Inc	\$11,571.85	8730-51990-402330	Irrigation repairs at Riverfront.
05/12/2014	774930	Granite Peak Pump Service Inc	\$587.78	8730-51990-402330	Irrigation pump repairs at Riverfront.
05/12/2014	774932	Guardian Security Inc	\$7,830.55	2600-55120-403574	Invoice 996163
05/12/2014	774935	Hardrives Construction Inc	\$4,255.76	5610-71130-403660	Invoice #4060. Pavement repairs by contractor to aircraft ramp north of Edwards Jet Center - drop off next to slotted drain (safety item for A/C)
05/12/2014	774936	Hardrives Construction Inc & The Bank of Red Lodge	\$41,659.20	2050-31310-409390	WO 13-03 Sch3 City Crack Seal
05/12/2014	774938	HDR, Inc.	\$9,669.15	4160-74930-409340	WO 09-19 Zone 3 East Fox Reservoir
05/12/2014	774949	Ingram Library Services Inc.	\$46.84	2600-55190-403227	Invoice 78074633
05/12/2014	774949	Ingram Library Services Inc.	\$53.08	2600-55190-403227	Inv78074634
05/12/2014	774949	Ingram Library Services Inc.	\$48.57	2600-55190-403227	Inv 78074635
05/12/2014	774949	Ingram Library Services Inc.	\$9.43	2600-55190-403333	Inv 78074636
05/12/2014	774949	Ingram Library Services Inc.	\$10.02	2600-55190-403255	Inv 78074637
05/12/2014	774949	Ingram Library Services Inc.	\$23.97	2600-55190-403333	Inv 78074638
05/12/2014	774949	Ingram Library Services Inc.	\$16.51	2600-55190-403227	Inv 78074639
05/12/2014	774949	Ingram Library Services Inc.	\$5.97	2600-55190-403227	Inv 78074640
05/12/2014	774949	Ingram Library Services Inc.	\$20.00	2600-55190-403380	Inv 78074640
05/12/2014	774949	Ingram Library Services Inc.	\$13.72	2600-55190-403222	Inv 78074641
05/12/2014	774949	Ingram Library Services Inc.	\$582.92	2600-55190-403226	Inv 78074641
05/12/2014	774949	Ingram Library Services Inc.	\$337.04	2600-55190-403227	Inv 78074641
05/12/2014	774949	Ingram Library Services Inc.	\$50.68	2600-55190-403241	Inv 78074641
05/12/2014	774949	Ingram Library Services Inc.	\$446.95	2600-55190-403333	Inv 78074641
05/12/2014	774949	Ingram Library Services Inc.	\$14.85	2600-55190-403334	Inv 78074641
05/12/2014	774949	Ingram Library Services Inc.	\$37.52	2600-55190-403227	Inv 78088408
05/12/2014	774949	Ingram Library Services Inc.	\$49.47	2600-55190-403242	Inv 78088409
05/12/2014	774949	Ingram Library Services Inc.	\$32.99	2600-55190-403222	Inv 78088410
05/12/2014	774949	Ingram Library Services Inc.	\$9.60	2600-55190-403227	Inv 78088400
05/12/2014	774949	Ingram Library Services Inc.	\$84.52	2600-55190-403333	Inv 78088412
05/12/2014	774949	Ingram Library Services Inc.	\$120.94	2600-55190-403334	Inv 78088412
05/12/2014	774949	Ingram Library Services Inc.	\$145.37	2600-55190-403227	Inv 78088413
05/12/2014	774949	Ingram Library Services Inc.	\$250.40	2600-55190-403241	Inv 78088413
05/12/2014	774949	Ingram Library Services Inc.	\$46.00	2600-55190-403255	Inv 78088413
05/12/2014	774949	Ingram Library Services Inc.	\$41.23	2600-55190-403222	Inv 78088414
05/12/2014	774949	Ingram Library Services Inc.	\$152.59	2600-55190-403226	Inv 78088414
05/12/2014	774949	Ingram Library Services Inc.	\$154.36	2600-55190-403227	Inv 78088414

Check Date	Check	Name	Amount	Account	Item Desc
05/12/2014	774949	Ingram Library Services Inc.	\$146.64	2600-55190-403242	Inv 78088414
05/12/2014	774949	Ingram Library Services Inc.	\$17.58	2600-55190-403255	Inv 78088414
05/12/2014	774949	Ingram Library Services Inc.	\$78.50	2600-55190-407930	Inv 78088414
05/12/2014	774949	Ingram Library Services Inc.	\$385.92	2600-55190-407930	Inv 78088415
05/12/2014	774949	Ingram Library Services Inc.	\$35.88	2600-55190-403380	Inv 78088416
05/12/2014	774949	Ingram Library Services Inc.	\$30.99	2600-55190-403241	Inv 78088417
05/12/2014	774949	Ingram Library Services Inc.	\$96.00	2600-55110-407930	Inv 78088418
05/12/2014	774949	Ingram Library Services Inc.	\$25.79	2600-55190-403222	Inv 78176258
05/12/2014	774949	Ingram Library Services Inc.	\$27.49	2600-55190-403242	Inv 78176259
05/12/2014	774949	Ingram Library Services Inc.	\$15.33	2600-55190-403226	Inv 78176260
05/12/2014	774949	Ingram Library Services Inc.	\$15.33	2600-55190-407930	Inv 78176260
05/12/2014	774949	Ingram Library Services Inc.	\$10.00	2600-55190-403333	Inv 78176261
05/12/2014	774949	Ingram Library Services Inc.	\$11.39	2600-55190-403227	Inv 78176262
05/12/2014	774949	Ingram Library Services Inc.	\$5.89	2600-55190-403241	Inv 78176262
05/12/2014	774949	Ingram Library Services Inc.	\$72.53	2600-55190-403227	Inv 78176263
05/12/2014	774949	Ingram Library Services Inc.	\$14.72	2600-55190-403226	Inv 78176264
05/12/2014	774949	Ingram Library Services Inc.	\$15.90	2600-55190-403227	Inv 78176264
05/12/2014	774949	Ingram Library Services Inc.	\$16.50	2600-55190-403242	Inv 78176264
05/12/2014	774949	Ingram Library Services Inc.	\$16.19	2600-55190-407930	Inv 78176265
05/12/2014	774949	Ingram Library Services Inc.	\$30.07	2600-55190-403226	Inv 78176266
05/12/2014	774949	Ingram Library Services Inc.	\$16.52	2600-55190-403226	Inv 78176267
05/12/2014	774949	Ingram Library Services Inc.	\$33.86	2600-55190-403333	Inv 78176268
05/12/2014	774949	Ingram Library Services Inc.	\$20.04	2600-55190-407930	Inv 78176268
05/12/2014	774949	Ingram Library Services Inc.	\$4.12	2600-55190-403333	Inv 78176269
05/12/2014	774949	Ingram Library Services Inc.	\$21.99	2600-55190-403222	Inv 78176270
05/12/2014	774949	Ingram Library Services Inc.	\$20.32	2600-55190-403333	Inv 78176271
05/12/2014	774949	Ingram Library Services Inc.	\$82.45	2600-55190-403222	Inv 78176272
05/12/2014	774949	Ingram Library Services Inc.	\$990.50	2600-55190-403226	Inv 78176272
05/12/2014	774949	Ingram Library Services Inc.	\$364.04	2600-55190-403227	Inv 78176272
05/12/2014	774949	Ingram Library Services Inc.	\$40.78	2600-55190-403241	Inv 78176272
05/12/2014	774949	Ingram Library Services Inc.	\$10.19	2600-55190-403382	Inv 78176272
05/12/2014	774949	Ingram Library Services Inc.	\$383.96	2600-55190-403241	Inv 78176273
05/12/2014	774949	Ingram Library Services Inc.	\$4.12	2600-55190-403333	Inv 78176274
05/12/2014	774954	J & J Concrete Inc.	\$11,541.07	8400-31840-409310	WO 13-04 2013 ADA Ramp Replacement
05/12/2014	774954	J & J Concrete Inc.	\$8,310.87	2050-31310-409310	WO 13-04 2013 ADA Ramp Replacement
05/12/2014	774954	J & J Concrete Inc.	\$55,583.09	2100-31100-409311	WO 13-04 2013 ADA Ramp Replacement
05/12/2014	774954	J & J Concrete Inc.	\$2,706.54	4450-00000-201100	WO 13-02 2013 Misc. Developer
05/12/2014	774954	J & J Concrete Inc.	\$2,657.40	2050-00000-201100	WO 13-02 2013 Misc. Developer
05/12/2014	774954	J & J Concrete Inc.	\$441.32	8400-00000-201100	WO 13-02 2013 Misc. Developer
05/12/2014	774954	J & J Concrete Inc.	\$210.05	2050-00000-201100	WO 13-04 2013 ADA Ramp Replacement
05/12/2014	774954	J & J Concrete Inc.	\$1,355.14	2100-00000-201100	WO 13-04 2013 ADA Ramp Replacement
05/12/2014	774955	Jct Construction	\$4,950.00	5610-71130-403660	Invoice #1098. Grass seeding & hydr9mulching on the Airfield by contractor. Areas that were disturbed and not growing as needed
05/12/2014	774960	Knife River (JTL Group Inc.)	\$752.84	2110-31320-404710	asphalt
05/12/2014	774960	Knife River (JTL Group Inc.)	\$423.98	2110-31320-404710	asphalt
05/12/2014	774960	Knife River (JTL Group Inc.)	\$411.80	2110-31320-404710	asphalt
05/12/2014	774960	Knife River (JTL Group Inc.)	\$2,913.34	2110-31320-404710	asphalt
05/12/2014	774960	Knife River (JTL Group Inc.)	\$1,338.06	2110-31320-404710	asphalt
05/12/2014	774960	Knife River (JTL Group Inc.)	\$5,416.62	2110-31320-404710	asphalt
05/12/2014	774960	Knife River (JTL Group Inc.)	\$7,646.72	2110-31320-404710	asphalt
05/12/2014	774962	KTVQ Communications, Inc.	\$575.00	0100-51250-403990	Banners on KTVQ
05/12/2014	774962	KTVQ Communications, Inc.	\$1,400.00	0100-51250-403990	Advertising spots.
05/12/2014	774962	KTVQ Communications, Inc.	\$1,350.00	0100-51250-403990	Advertising
05/12/2014	774962	KTVQ Communications, Inc.	\$300.00	0100-51250-403990	Promo
05/12/2014	774964	L P Anderson Tire Co. Inc.	\$50.00	1500-21120-402320	1020278
05/12/2014	774964	L P Anderson Tire Co. Inc.	\$316.00	5020-73120-402390	NONSTOCKING ITEMS-P.U.D.
05/12/2014	774964	L P Anderson Tire Co. Inc.	\$572.00	5020-75000-402390	NONSTOCKING ITEMS-P.U.D.
05/12/2014	774964	L P Anderson Tire Co. Inc.	\$2,110.00	5120-84000-402390	NONSTOCKING ITEMS-P.U.D.
05/12/2014	774964	L P Anderson Tire Co. Inc.	\$2,043.20	5120-85000-402390	NONSTOCKING ITEMS-P.U.D.
05/12/2014	774965	Lamar Companies	\$3,000.00	0100-51250-403990	Media posters
05/12/2014	774965	Lamar Companies	\$950.00	0100-51250-403990	Media posters/banners.
05/12/2014	774966	LeadsOnline LLC	\$7,868.00	1500-21200-407910	Invoice 227672 - Leads OnLine Total Track Service Renewal 7/1/2014 - 6/30/2015
05/12/2014	774980	Montana Municipal Interlocal Authority	\$45,336.18	6300-17530-407311	Deductible Recovery Invoice #414002 5/5/2014
05/12/2014	774983	Motion Industries Inc	\$7.82	1500-22260-402320	MT01-196132
05/12/2014	774983	Motion Industries Inc	\$70.95	5020-75000-402320	MT01-195869
05/12/2014	774983	Motion Industries Inc	\$5.98	5020-75000-402320	MT01-195869
05/12/2014	774983	Motion Industries Inc	\$20,184.24	5020-00000-141000	WASTEWATER PARTS & SUPPLY PO NUM 295338
05/12/2014	774987	Musol Limited	\$3,515.68	5120-84000-402220	MPOX 40
05/12/2014	774989	Natgun Corporation	\$206,910.78	4160-74930-409340	WO 09-19 Zone 3 East Fox Reservoir Expansion

Check Date	Check	Name	Amount	Account	Item Desc
05/12/2014	774990	Neil Drywall Inc	\$239.00	6500-15670-402340	Inv. #2607 Work in Decembe r2013 taping and painting
05/12/2014	774990	Neil Drywall Inc	\$2,970.00	6500-15670-403690	Inv. #2607 Work in Decembe r2013 taping and painting
05/12/2014	774990	Neil Drywall Inc	\$2,917.00	6500-15660-403990	Inv. #2515 BOC offices and bathrooms in administration building
05/12/2014	774992	NorMont Equipment Company	\$598.00	2110-31320-402320	broom for sweeper
05/12/2014	774992	NorMont Equipment Company	\$259.50	2110-31320-402420	epoxy kits for installation of signs
05/12/2014	774992	NorMont Equipment Company	\$772.50	2110-31320-402320	gutter wire for making brooms for sweepers
05/12/2014	774992	NorMont Equipment Company	\$781.77	2110-31320-402290	white paint/showels/broom/lutes
05/12/2014	774992	NorMont Equipment Company	\$592.25	2110-31320-402320	sweeper broom
05/12/2014	774993	Northwest Glass Inc	\$108.83	5120-84000-402450	Tempered glass for door
05/12/2014	774993	Northwest Glass Inc	\$2,686.17	5120-84000-402450	Special lite door
05/12/2014	774994	NorthWestern Energy	\$834.28	5120-85000-403410	2750 Bitterroot Dr
05/12/2014	774994	NorthWestern Energy	\$267.07	5020-74000-403410	805 Constitution
05/12/2014	774994	NorthWestern Energy	\$2,824.61	5710-71430-403410	Electricity for Metroplex 03/27/14 to 04/28/14
05/12/2014	774994	NorthWestern Energy	\$105.98	5610-71130-403410	0712533-9. Airport Entrance. April 2014
05/12/2014	774994	NorthWestern Energy	\$15.64	5610-71130-403410	0712534-7. Airport Entrance Gate 16, April 2014
05/12/2014	774994	NorthWestern Energy	\$226.06	5610-71130-403410	0712535-4. Employee Parking. April 2014
05/12/2014	774994	NorthWestern Energy	\$33.24	5610-71130-403410	0713791-3. Gate 16. April 2014
05/12/2014	774994	NorthWestern Energy	\$35.85	5610-71130-403410	0712795-4. Gate 17. April 2014
05/12/2014	774994	NorthWestern Energy	\$10.23	5610-71130-403410	0712797-0. Gate 9. April 2014
05/12/2014	774994	NorthWestern Energy	\$7.40	5610-71170-403410	0712805-1. IP-10. April 2014
05/12/2014	774994	NorthWestern Energy	\$8.71	5610-71130-403410	0712813-5. Burn Pit. April 2014
05/12/2014	774994	NorthWestern Energy	\$28.58	5610-71130-403410	0719759-3. Gate 12. April 2014
05/12/2014	774994	NorthWestern Energy	\$28.14	5610-71130-403410	0719760-1. Gate 14. April 2014
05/12/2014	774994	NorthWestern Energy	\$34.65	5610-71130-403410	0719761-9. Gate 15. April 2014
05/12/2014	774994	NorthWestern Energy	\$34.10	5610-71130-403410	0719762-7. Gate 13. April 2014
05/12/2014	774994	NorthWestern Energy	\$27.92	5610-71130-403410	0720296-3. Gate 29. April 2014
05/12/2014	774994	NorthWestern Energy	\$24.24	5610-71130-403410	2114868-9. Runway Weather System. April 2014
05/12/2014	774994	NorthWestern Energy	\$353.75	1500-22210-403410	FIRE6: 0100477-9 - ELECTRICAL SERVICE FY2014
05/12/2014	774994	NorthWestern Energy	\$48.33	5120-85000-403410	07233836
05/12/2014	774994	NorthWestern Energy	\$7.51	8720-51980-403410	07233844
05/12/2014	774994	NorthWestern Energy	\$9.05	8720-51980-403410	07233851
05/12/2014	774994	NorthWestern Energy	\$9.05	8720-51980-403410	07233869
05/12/2014	774994	NorthWestern Energy	\$9.05	8720-51980-403410	07233877
05/12/2014	774994	NorthWestern Energy	\$9.05	8720-51980-403410	07233885
05/12/2014	774994	NorthWestern Energy	\$5.09	0100-51120-403410	07233919
05/12/2014	774994	NorthWestern Energy	\$3.40	8720-51980-403410	07233919
05/12/2014	774994	NorthWestern Energy	\$9.05	8720-51980-403410	07233927
05/12/2014	774994	NorthWestern Energy	\$8.17	8720-51980-403410	07233935
05/12/2014	774994	NorthWestern Energy	\$7.51	8720-51980-403410	07233943
05/12/2014	774994	NorthWestern Energy	\$7.51	8720-51980-403410	07233950
05/12/2014	774994	NorthWestern Energy	\$7.51	8720-51980-403410	07233968
05/12/2014	774994	NorthWestern Energy	\$7.51	8720-51980-403410	07233976
05/12/2014	774994	NorthWestern Energy	\$7.51	8720-51980-403410	07233984
05/12/2014	774994	NorthWestern Energy	\$7.51	8720-51980-403410	07238355
05/12/2014	774994	NorthWestern Energy	\$9.39	8720-51980-403410	07238363
05/12/2014	774994	NorthWestern Energy	\$327.63	5120-85000-403410	07238785
05/12/2014	774994	NorthWestern Energy	\$13.51	8720-51980-403410	07238793
05/12/2014	774994	NorthWestern Energy	\$7.83	8720-51980-403410	07238835
05/12/2014	774994	NorthWestern Energy	\$130.10	0100-51120-403410	07238843
05/12/2014	774994	NorthWestern Energy	\$8.17	8720-51980-403410	07238850
05/12/2014	774994	NorthWestern Energy	\$18.04	0100-51120-403410	07238876
05/12/2014	774994	NorthWestern Energy	\$102.19	0100-51290-403410	09998071
05/12/2014	774994	NorthWestern Energy	\$141.39	6070-22350-403410	10069151
05/12/2014	774994	NorthWestern Energy	\$7.40	0100-51120-403410	11565272
05/12/2014	774994	NorthWestern Energy	\$0.00	8720-51980-403410	15137961
05/12/2014	774994	NorthWestern Energy	\$24.70	8720-51980-403410	15138001
05/12/2014	774994	NorthWestern Energy	\$24.99	8720-51980-403410	15138027
05/12/2014	774994	NorthWestern Energy	\$14.58	8720-51980-403410	15138043
05/12/2014	774994	NorthWestern Energy	\$8.17	8720-51980-403410	15642093
05/12/2014	774994	NorthWestern Energy	\$17.82	0100-51410-403410	16352890
05/12/2014	774994	NorthWestern Energy	\$27.37	1500-22210-403410	07125321
05/12/2014	774994	NorthWestern Energy	\$59.31	0100-51410-403410	07125396
05/12/2014	774994	NorthWestern Energy	\$72.89	0100-51260-403410	07208416
05/12/2014	774994	NorthWestern Energy	\$10.61	5020-74000-403410	07222490
05/12/2014	774994	NorthWestern Energy	\$7.51	0100-51120-403410	07222532
05/12/2014	774994	NorthWestern Energy	\$206.10	0100-51120-403410	07222565
05/12/2014	774994	NorthWestern Energy	\$9.39	0100-51120-403410	07222581
05/12/2014	774994	NorthWestern Energy	\$3,682.73	5020-74000-403410	07222706
05/12/2014	774994	NorthWestern Energy	\$9.20	0100-51120-403410	07222722
05/12/2014	774994	NorthWestern Energy	\$6.13	8720-51980-403410	07222722

Check Date	Check	Name	Amount	Account	Item Desc
05/12/2014	774994	NorthWestern Energy	\$124.36	0100-51120-403410	07222730
05/12/2014	774994	NorthWestern Energy	\$12.22	0100-51120-403410	07222748
05/12/2014	774994	NorthWestern Energy	\$102.15	0100-51120-403410	07222755
05/12/2014	774994	NorthWestern Energy	\$36.82	0100-51120-403410	07222771
05/12/2014	774994	NorthWestern Energy	\$30.59	0100-51120-403410	07222789
05/12/2014	774994	NorthWestern Energy	\$15.64	0100-51120-403410	07222797
05/12/2014	774994	NorthWestern Energy	\$7.51	0100-51120-403410	07222805
05/12/2014	774994	NorthWestern Energy	\$7.51	0100-51120-403410	07222813
05/12/2014	774994	NorthWestern Energy	\$7.51	0100-51120-403410	07222839
05/12/2014	774994	NorthWestern Energy	\$7.51	0100-51120-403410	07222847
05/12/2014	774994	NorthWestern Energy	\$15.64	0100-51120-403410	07228083
05/12/2014	774994	NorthWestern Energy	\$10.89	0100-51120-403410	07228521
05/12/2014	774994	NorthWestern Energy	\$9.39	0100-51120-403410	07228620
05/12/2014	774994	NorthWestern Energy	\$129.56	0100-51120-403410	07229016
05/12/2014	774994	NorthWestern Energy	\$8.80	0100-51120-403410	07229768
05/12/2014	774994	NorthWestern Energy	\$129.99	0100-51120-403410	07229958
05/12/2014	774994	NorthWestern Energy	\$79.05	0100-51120-403410	07230055
05/12/2014	774994	NorthWestern Energy	\$7.51	0100-51120-403410	07230253
05/12/2014	774994	NorthWestern Energy	\$0.00	0100-51120-403410	07230394
05/12/2014	774994	NorthWestern Energy	\$7.40	0100-51120-403410	07230469
05/12/2014	774994	NorthWestern Energy	\$13.82	0100-51120-403410	07230493
05/12/2014	774994	NorthWestern Energy	\$11.76	0100-51120-403410	07230535
05/12/2014	774994	NorthWestern Energy	\$18.04	0100-51120-403410	07230642
05/12/2014	774994	NorthWestern Energy	\$18.04	0100-51120-403410	07230659
05/12/2014	774994	NorthWestern Energy	\$7.40	8720-51980-403410	07238405
05/12/2014	774994	NorthWestern Energy	\$7.72	2110-31320-403410	08554040
05/12/2014	774994	NorthWestern Energy	\$22.05	0100-51120-403410	09208018
05/12/2014	774994	NorthWestern Energy	\$9.25	0100-51120-403410	11412848
05/12/2014	774994	NorthWestern Energy	\$15.00	5020-74000-403410	11608072
05/12/2014	774994	NorthWestern Energy	\$1,385.65	1500-21710-403410	11834835
05/12/2014	774994	NorthWestern Energy	\$51.03	0100-51120-403410	12488631
05/12/2014	774994	NorthWestern Energy	\$7.70	5020-74000-403410	13466735
05/12/2014	774994	NorthWestern Energy	\$8.38	8720-51980-403410	15143886
05/12/2014	774994	NorthWestern Energy	\$9.68	5210-15240-403410	15696313
05/12/2014	774994	NorthWestern Energy	\$7.51	0100-51120-403410	15882624
05/12/2014	774994	NorthWestern Energy	\$7.40	5020-74000-403410	18672659
05/12/2014	774994	NorthWestern Energy	\$13.04	0100-51120-403410	19412436
05/12/2014	774994	NorthWestern Energy	\$17.39	5120-85000-403410	17040254
05/12/2014	774994	NorthWestern Energy	\$32.92	5120-85000-403410	17040304
05/12/2014	774994	NorthWestern Energy	\$15.66	2110-31320-403410	17389891
05/12/2014	774994	NorthWestern Energy	\$8.71	0100-51120-403410	19022573
05/12/2014	774994	NorthWestern Energy	\$8.49	2110-31320-403410	20470001
05/12/2014	774994	NorthWestern Energy	\$8.80	2110-31320-403410	20470076
05/12/2014	774994	NorthWestern Energy	\$8.61	2110-31320-403410	20470100
05/12/2014	774994	NorthWestern Energy	\$8.61	2110-31320-403410	20470118
05/12/2014	774994	NorthWestern Energy	\$8.38	2110-31320-403410	20470134
05/12/2014	774994	NorthWestern Energy	\$8.38	2110-31320-403410	20470175
05/12/2014	774994	NorthWestern Energy	\$8.49	2110-31320-403410	20470183
05/12/2014	774994	NorthWestern Energy	\$8.38	2110-31320-403410	20470191
05/12/2014	774994	NorthWestern Energy	\$5.43	0100-51120-403410	30208375
05/12/2014	774998	Petty Cash CCSIU	\$2,556.96	7180-21600-407910	Reimbursement of Buy \$\$ for CCSIU.
05/12/2014	775000	Premier Vehicle Installation	\$4,085.92	1500-21120-402320	Lightbars for patrol cars.
05/12/2014	775002	Public Works-Administration	\$6,342.40	5050-75150-403671	PWU April Engineering Permits - WSRP
05/12/2014	775002	Public Works-Administration	\$1,695.00	5020-75000-403680	PWU April Engineering Permits - Watermain Repair
05/12/2014	775002	Public Works-Administration	\$335.00	5120-85000-403680	PWU April Engineering Permits - Sewer Main Retrieve camera
05/12/2014	775002	Public Works-Administration	\$2,057.50	5030-75910-409340	PWU April Engineering Permits - Pipebursting
05/12/2014	775003	Qwest Communications	\$42.42	5610-71190-403450	Bill Date: Apr 28, 2014. QTA Phone
05/12/2014	775003	Qwest Communications	\$31.11	5610-71100-403450	Qwest 406-245-1044 Airport Terminal Power M
05/12/2014	775003	Qwest Communications	\$47.03	5710-71470-403450	Qwest 406-245-1789 Transit STS
05/12/2014	775003	Qwest Communications	\$55.73	5410-31230-403450	Qwest 406-245-7193 Solid Waste Landfill
05/12/2014	775003	Qwest Communications	\$97.15	5410-31230-403450	Qwest 406-245-9820 Solid Waste Landfill
05/12/2014	775003	Qwest Communications	\$31.11	2110-31320-403450	Qwest 406-245-9906 PW Traffic Signal 4th 27
05/12/2014	775003	Qwest Communications	\$45.73	5610-71100-403450	Qwest 406-248-3068 Airport Ind Park Gate 9
05/12/2014	775003	Qwest Communications	\$47.03	5710-71410-403450	Qwest 406-254-7038 MET Transit
05/12/2014	775003	Qwest Communications	\$7,303.86	2250-22320-403450	Qwest 406-255-9700 E911
05/12/2014	775003	Qwest Communications	\$45.73	1500-22250-403450	Qwest 406-655-0728 Fire Maintenance Shop
05/12/2014	775003	Qwest Communications	\$67.07	6060-19310-403450	Qwest 406-248-9124 Met Measured Lines 406-248-9124 406-248-9179
05/12/2014	775003	Qwest Communications	\$63.98	6060-19310-403450	Qwest 406-248-3329 Airport Measured Lines 406-248-3329 406-248-9989
05/12/2014	775003	Qwest Communications	\$31.17	1500-21110-403450	Qwest 406-245-6600 Crime Prevention Alarm
05/12/2014	775003	Qwest Communications	\$2.24	2250-22320-403450	Qwest 406-255-9702 E911 Backup Line 4 Call Reroute 2250-22320-403450

Check Date	Check	Name	Amount	Account	Item Desc
05/12/2014	775003	Qwest Communications	\$143.34	2600-55120-403450	Qwest 406-245-1579 Library 6 lines (4) Library 2600-55120-403450
05/12/2014	775003	Qwest Communications	\$46.96	6060-19310-403450	(2) Phone 6060-19310-403450 Qwest 406-245-1579 Library 6 lines (4) Library 2600-55120-403450 (2) Phone 6060-19310-403450
05/12/2014	775003	Qwest Communications	\$31.75	6200-19110-403450	Qwest 406-245-4437 Kenco Security Alarm IT Alarm
05/12/2014	775006	Rocky Mountain Cummins Inc	\$4,092.59	5710-71440-403690	AUTO & TRUCK MAINT.ITEMS
05/12/2014	775006	Rocky Mountain Cummins Inc	\$3,451.23	5710-71440-403690	AUTO & TRUCK MAINT.ITEMS
05/12/2014	775009	Simply Family Magazine Inc	\$9,938.11	0100-51210-403210	Advertising and printing costs for brochure.
05/12/2014	775009	Simply Family Magazine Inc	\$3,800.00	0100-51210-403210	Advertising
05/12/2014	775012	Solid Waste Systems Inc	\$107.01	6010-00000-141000	0069325 PO NUM 295413
05/12/2014	775012	Solid Waste Systems Inc	\$9,512.64	5410-31220-402320	0069209
05/12/2014	775012	Solid Waste Systems Inc	\$235.49	5410-31220-402320	0069209
05/12/2014	775014	Stewart Title Company	\$10,000.00	2990-66800-407275	FTHB Michelle Thompson 144 Washington Street 59101
05/12/2014	775015	Sunset Excavation	\$3,500.00	5050-75150-403671	643 Burlington Ave
05/12/2014	775015	Sunset Excavation	\$3,500.00	5050-75150-403671	4106 2nd Ave South
05/12/2014	775017	Tank Management Services Inc	\$2,730.00	5630-71220-409310	Invoice #5444. Expenses related to hangar removal/parking lot project. Contractor removed old piping, tested soil, and received permit.
05/12/2014	775018	Tire-Rama	\$12.95	1500-22260-402320	1030133887
05/12/2014	775018	Tire-Rama	\$1,010.00	5410-31220-402390	tire repairs
05/12/2014	775018	Tire-Rama	\$650.00	5410-31220-402390	tire repairs
05/12/2014	775018	Tire-Rama	\$26.95	2110-31320-402320	1050230843
05/12/2014	775018	Tire-Rama	\$1,172.50	5410-31220-402390	our recaps from plant
05/12/2014	775018	Tire-Rama	\$96.00	5410-31220-402390	tire repairs
05/12/2014	775018	Tire-Rama	\$1,491.50	5410-31220-402390	our recaps from plant
05/12/2014	775018	Tire-Rama	\$1,538.50	5410-31220-402390	our recaps from plant
05/12/2014	775018	Tire-Rama	\$320.00	5410-31220-402390	new tires for forklift
05/12/2014	775018	Tire-Rama	\$1,006.44	5410-31220-402390	new tag axle tires for side load truck
05/12/2014	775018	Tire-Rama	-\$34.44	2110-31320-402320	10502306757
05/12/2014	775019	Titan Machinery Inc	\$1,053.65	5120-85000-402320	NONSTOCKING ITEMS-P.U.D.
05/12/2014	775019	Titan Machinery Inc	\$2,740.70	5120-85000-403620	NONSTOCKING ITEMS-P.U.D.
05/12/2014	775019	Titan Machinery Inc	\$202,443.00	2110-31320-409420	2014 freightliner sweeper per MDT bid spec IFB14-2860A per attached. This was an approved item in budget 13/14.
05/12/2014	775019	Titan Machinery Inc	\$87.48	2110-31320-402320	3475748
05/12/2014	775019	Titan Machinery Inc	\$12.04	2110-31320-402320	3475748
05/12/2014	775019	Titan Machinery Inc	\$45.71	2110-31320-402320	3628907
05/12/2014	775021	Town & Country Supply Association	\$29,055.19	6010-00000-141714	BUS MET PO NUM 295403
05/12/2014	775021	Town & Country Supply Association	\$21,737.10	6010-00000-141000	112683 PO NUM 295404
05/12/2014	775021	Town & Country Supply Association	\$10,144.17	6010-00000-141000	112685 PO NUM 295404
05/12/2014	775021	Town & Country Supply Association	\$839.63	0100-51420-402310	t&c inv200019 050514 280unleaded
05/12/2014	775027	Verizon Wireless	\$958.60	5610-71100-403450	Airport
05/12/2014	775027	Verizon Wireless	\$689.91	1500-21700-403450	Animal Shelter
05/12/2014	775027	Verizon Wireless	\$86.26	7170-21660-403450	CCSIU
05/12/2014	775027	Verizon Wireless	\$69.00	0100-16110-403450	Legal
05/12/2014	775027	Verizon Wireless	\$59.34	1500-22250-403450	Comm Center 911
05/12/2014	775027	Verizon Wireless	\$115.64	6500-15650-403450	Facilities BOC Plus 70% of 406-672-3027
05/12/2014	775027	Verizon Wireless	\$86.16	6500-15670-403450	Facilities City Hall Plus 30% of 406-672-3027
05/12/2014	775027	Verizon Wireless	\$94.12	0100-15120-403450	Finance Pat Weber
05/12/2014	775027	Verizon Wireless	\$1,241.98	1500-22210-403450	Fire Department
05/12/2014	775027	Verizon Wireless	\$73.93	0100-17500-403450	Human Resources
05/12/2014	775027	Verizon Wireless	\$13.17	6200-19130-403450	ITD GIS
05/12/2014	775027	Verizon Wireless	\$49.73	6200-19110-403450	ITD
05/12/2014	775027	Verizon Wireless	\$49.96	2600-55170-403450	Library Outreach
05/12/2014	775027	Verizon Wireless	\$603.74	2600-55120-403450	Library
05/12/2014	775027	Verizon Wireless	\$42.85	0100-11000-403450	Mayor
05/12/2014	775027	Verizon Wireless	\$121.56	6010-15500-403450	Motor Pool
05/12/2014	775027	Verizon Wireless	\$584.05	0100-12200-403450	Drug Court
05/12/2014	775027	Verizon Wireless	\$210.25	0100-12120-403450	Municipal Court Judge
05/12/2014	775027	Verizon Wireless	\$13.17	2400-43010-403450	Planning
05/12/2014	775027	Verizon Wireless	\$4,078.24	1500-21110-403450	Police
05/12/2014	775027	Verizon Wireless	\$90.81	2510-21870-403450	Police Forensic 406-794-6880 406-698-7323
05/12/2014	775027	Verizon Wireless	\$458.68	1500-21110-403450	Police Resource Officers
05/12/2014	775027	Verizon Wireless	\$69.08	2490-21960-403450	Police DV 406-698-1391
05/12/2014	775027	Verizon Wireless	\$229.48	5210-15210-403450	Parking
05/12/2014	775027	Verizon Wireless	\$235.91	0100-51100-403450	PRPL Admin
05/12/2014	775027	Verizon Wireless	\$361.89	0100-51210-403450	PRPL Recreation
05/12/2014	775027	Verizon Wireless	\$146.27	0100-51400-403450	Cemetery

Check Date	Check	Name	Amount	Account	Item Desc
05/12/2014	775027	Verizon Wireless	\$43.94	0100-51120-403450	Parks PMD
05/12/2014	775027	Verizon Wireless	\$938.23	0100-51120-403450	Parks
05/12/2014	775027	Verizon Wireless	\$226.69	0100-51120-403450	Parks Irrigation
05/12/2014	775027	Verizon Wireless	\$149.88	6600-31100-403450	Public Works Admin
05/12/2014	775027	Verizon Wireless	\$850.59	2090-44510-403450	Building
05/12/2014	775027	Verizon Wireless	\$1,100.63	6700-31410-403450	Engineering
05/12/2014	775027	Verizon Wireless	\$200.87	5410-31210-403450	Solid Waste
05/12/2014	775027	Verizon Wireless	\$361.80	2110-31320-403450	Streets
05/12/2014	775027	Verizon Wireless	\$632.82	5410-31230-403450	Solid Waste On Call
05/12/2014	775027	Verizon Wireless	\$1,091.65	5020-75000-403450	Distribution & Collection 60% 5020-75000-403450
					Distribution & Collection 40\$ 5120-85000-403450
05/12/2014	775027	Verizon Wireless	\$727.78	5120-85000-403450	Distribution & Collection 60% 5020-75000-403450
					Distribution & Collection 40\$ 5120-85000-403450
05/12/2014	775027	Verizon Wireless	\$658.79	5020-74000-403450	Water Treatment
					PWBelknap-WT
05/12/2014	775027	Verizon Wireless	\$442.20	5020-73120-403450	PWBLKNP MTRSHOP
05/12/2014	775027	Verizon Wireless	\$69.75	5020-73110-403450	Belknap Office 60% 5020-73110-403450
					Belknap Office 40\$ 5120-83110-403450
05/12/2014	775027	Verizon Wireless	\$46.50	5120-83110-403450	Belknap Office 60% 5020-73110-403450
					Belknap Office 40\$ 5120-83110-403450
05/12/2014	775027	Verizon Wireless	\$87.18	5020-73140-403450	PWBLKNP STORES 75% 5020-73140-403450
					PWBLKNP STORES 25% 5120-83140-403450
05/12/2014	775027	Verizon Wireless	\$29.07	5120-83140-403450	PWBLKNP STORES 75% 5020-73140-403450
					PWBLKNP STORES 25% 5120-83140-403450
05/12/2014	775027	Verizon Wireless	\$928.28	5120-84000-403450	Wastewater Treatment Plant
05/12/2014	775027	Verizon Wireless	\$132.01	6060-19310-403450	TeleComm Manager
05/12/2014	775027	Verizon Wireless	\$114.22	5710-71420-403160	On Call MET
05/12/2014	775027	Verizon Wireless	\$82.21	5710-71410-403450	MET Transit
05/12/2014	775027	Verizon Wireless	\$142.11	0100-43210-403450	Code Enforcement
05/12/2014	775027	Verizon Wireless	\$402.70	0100-51120-403450	Parks Seasonal
05/12/2014	775027	Verizon Wireless	\$355.28	5020-74000-403450	PWBLKNP ELECTRICIANS
					50% 5020-74000-403450
					50% 5120-84300-403450
05/12/2014	775027	Verizon Wireless	\$355.28	5120-84300-403450	PWBLKNP ELECTRICIANS
					50% 5020-74000-403450
					50% 5120-84300-403450
05/12/2014	775037	Zeier Consulting LLC	\$2,592.50	1990-15050-403590	Professional Services for April 2014

Regular City Council Meeting

Meeting Date: 06/09/2014

TITLE: Payment of Claims May 19, 2014

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$2,591,608.97 have been audited and are presented for City Council payment approval. A complete listing of the claims dated May 19, 2014 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

Council Reports 5-19

Check Date	Check	Name	Amount	Account	Item Desc
05/19/2014	775040	Advanced Engineering and Environmental Services In	\$8,501.00	5020-72110-403590	Water and Wastewater Rate Study
05/19/2014	775040	Advanced Engineering and Environmental Services In	\$7,638.50	5120-82110-403590	Water and Wastewater Rate Study
05/19/2014	775045	American Title & Escrow	\$10,000.00	2990-66800-407275	FTHB Robert Gersbach 927 Caroline
05/19/2014	775046	American Title & Escrow	\$15,000.00	2820-65810-407277	FTHB Angela Halsten 405 14th Street West 59102
05/19/2014	775057	Billings Electric Co, Inc	\$339.97	8730-51990-403690	Repair scoreboard wiring at Poly Vista.
05/19/2014	775057	Billings Electric Co, Inc	\$2,303.06	8730-51990-403690	Rewire Batting Cages
05/19/2014	775065	Business Tax Section	\$190.60	4980-55110-409220	Construction of new Library, demolition of existing building & site development features
05/19/2014	775065	Business Tax Section	\$1,440.79	4700-31610-409310	SID 1395 Boca Raton Road
05/19/2014	775065	Business Tax Section	\$201.54	8400-31840-409310	SID 1395 Boca Raton Road
05/19/2014	775065	Business Tax Section	\$72.90	2050-31310-409310	SID 1395 Boca Raton Road
05/19/2014	775065	Business Tax Section	\$17,501.97	2030-15130-409224	Business Tax portion of Sletten contract for Empire Garage construction.
05/19/2014	775071	CDW Government Inc	\$21,957.20	1500-22210-402925	5 BTO Panasonic ToughBooks CF- 31WBLHB1M
05/19/2014	775071	CDW Government Inc	\$2,189.00	1500-22210-402925	5 Panasonic ToughBook Warranty Pro Plus
05/19/2014	775078	Cop Construction Co	\$142,638.64	4700-31610-409310	SID 1395 Boca Raton Road
05/19/2014	775078	Cop Construction Co	\$19,952.43	8400-31840-409310	SID 1395 Boca Raton Road
05/19/2014	775078	Cop Construction Co	\$7,216.83	2050-31310-409310	SID 1395 Boca Raton Road
05/19/2014	775086	Dana Safety Supply Inc	\$446.47	1500-21120-402120	Invoice 341783, 100W Speaker & Mounting Bracket for Ford Interceptor Sedan
05/19/2014	775086	Dana Safety Supply Inc	\$2,397.00	1500-21120-402320	6-VA-SPT, SMC LEXAN SINGLE PRISONER TRANSPORT PARTITION
05/19/2014	775086	Dana Safety Supply Inc	\$142.34	1500-21120-402320	Freight
05/19/2014	775087	DataProse LLC	\$6,306.02	5020-73110-403110	Monthly statement printing/mailing
05/19/2014	775087	DataProse LLC	\$2,012.50	5020-73110-403111	Monthly statement printing/mailing
05/19/2014	775087	DataProse LLC	\$4,204.02	5120-83110-403110	Monthly statement printing/mailing
05/19/2014	775087	DataProse LLC	\$1,341.67	5120-83110-403111	Monthly statement printing/mailing
05/19/2014	775092	Dixie Petro-Chem	\$2,752.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 295352
05/19/2014	775094	Downtown Billings BID, Inc.	\$3,392.39	7800-15750-407680	Paid April, distributed May 2014
05/19/2014	775098	Ebms	\$1,680.00	6270-17520-403511	June 2014 Fee Breakdown
05/19/2014	775098	Ebms	\$23,004.50	6270-17520-403512	June 2014 Fee Breakdown
05/19/2014	775098	Ebms	\$43,071.68	6270-17520-403515	June 2014 Fee Breakdown
05/19/2014	775098	Ebms	\$556.50	6270-17520-403517	June 2014 Fee Breakdown
05/19/2014	775098	Ebms	\$3,339.00	6270-17520-405161	June 2014 Fee Breakdown
05/19/2014	775111	Gary Weber Construction	\$4,990.50	2110-31320-403590	canyon creek ditch/Hogan slough. Clean out concrete at the head gate and drop structure; on the west side replace 120 plus or minus feet of rip rap with concrete compact fill on ditch bank. The cost is shared with canyon creek ditch per agreement
05/19/2014	775114	Guthals, Hunnes & Reuss P.C.	\$3,247.50	2030-15130-409224	Empire Garage - attorney fees for retail space
05/19/2014	775115	Hach Company	\$4,242.95	5120-84000-402920	Controller/cable assembly
05/19/2014	775115	Hach Company	\$1,746.00	5120-84000-402920	Assembly probe
05/19/2014	775115	Hach Company	\$50.10	5020-74000-402360	Stir bar
05/19/2014	775115	Hach Company	\$3,483.79	5020-74000-402360	Chlorine analyzer/stir bar
05/19/2014	775115	Hach Company	\$1,206.00	5120-84000-402920	Float mount
05/19/2014	775117	HDR, Inc.	\$1,851.04	5030-74910-409390	WO 12-44 WTP High Svc Pump H2-3
05/19/2014	775117	HDR, Inc.	\$14,743.97	5030-74910-409390	WO 12-43 WTP Backup Power Phase III
05/19/2014	775118	Homeword, Inc.	\$47,191.00	2810-65810-407253	Homeword grant reimbursement request #12 for CHDO Project Pheasant Home
05/19/2014	775118	Homeword, Inc.	\$12,843.02	2820-65810-407253	Homeword grant reimbursement request #12 for CHDO Project Pheasant Home
05/19/2014	775118	Homeword, Inc.	\$93,445.94	2890-65810-407224	Homeword grant reimbursement request #12 for CHDO Project Pheasant Home
05/19/2014	775120	laff	\$4,485.35	9000-00000-209920	Payroll Summary
05/19/2014	775125	Ingram Library Services Inc.	\$11.99	2600-55190-403227	Inv 78362981
05/19/2014	775125	Ingram Library Services Inc.	\$20.34	2600-55190-403242	Inv 78362982
05/19/2014	775125	Ingram Library Services Inc.	\$9.58	2600-55190-403226	Inv 78362983
05/19/2014	775125	Ingram Library Services Inc.	\$14.99	2600-55190-403227	Inv 78362984
05/19/2014	775125	Ingram Library Services Inc.	\$73.67	2600-55190-403242	Inv 78362985
05/19/2014	775125	Ingram Library Services Inc.	\$13.57	2600-55190-403227	Inv 78362986
05/19/2014	775125	Ingram Library Services Inc.	\$21.97	2600-55190-403222	iNV 78362987
05/19/2014	775125	Ingram Library Services Inc.	\$19.18	2600-55190-403241	iNV 78362987
05/19/2014	775125	Ingram Library Services Inc.	\$36.99	2600-55190-403241	iNV 783662988
05/19/2014	775125	Ingram Library Services Inc.	\$46.01	2600-55190-403226	iNV 78362989
05/19/2014	775125	Ingram Library Services Inc.	\$871.51	2600-55190-403241	Inv78362990
05/19/2014	775125	Ingram Library Services Inc.	\$64.32	2600-55190-403242	Inv78362990
05/19/2014	775125	Ingram Library Services Inc.	\$16.49	2600-55190-403226	Inv 78385943
05/19/2014	775125	Ingram Library Services Inc.	\$90.00	2600-55110-407930	Inv 78385944
05/19/2014	775125	Ingram Library Services Inc.	\$30.62	2600-55190-403226	Inv 78404210
05/19/2014	775125	Ingram Library Services Inc.	\$16.49	2600-55190-403222	Inv 78404211
05/19/2014	775125	Ingram Library Services Inc.	\$61.92	2600-55190-403226	Inv 78404211

Check Date	Check	Name	Amount	Account	Item Desc
05/19/2014	775125	Ingram Library Services Inc.	\$20.76	2600-55190-403333	Inv 78404212
05/19/2014	775125	Ingram Library Services Inc.	\$39.95	2600-55190-403227	Inv 78404213
05/19/2014	775125	Ingram Library Services Inc.	\$145.74	2600-55190-403226	Inv 78404214
05/19/2014	775125	Ingram Library Services Inc.	\$10.61	2600-55190-403255	Inv 78404214
05/19/2014	775125	Ingram Library Services Inc.	\$14.44	2600-55190-403241	Inv 78404215
05/19/2014	775125	Ingram Library Services Inc.	\$41.23	2600-55190-403222	Inv 78404216
05/19/2014	775125	Ingram Library Services Inc.	\$375.63	2600-55190-403226	Inv 78404216
05/19/2014	775125	Ingram Library Services Inc.	\$286.26	2600-55190-403227	Inv 78404216
05/19/2014	775125	Ingram Library Services Inc.	\$10.02	2600-55190-403255	Inv 78404217
05/19/2014	775125	Ingram Library Services Inc.	\$105.44	2600-55110-407930	Inv 78404218
05/19/2014	775125	Ingram Library Services Inc.	\$15.33	2600-55190-403226	Inv 78432131
05/19/2014	775125	Ingram Library Services Inc.	\$1,042.66	2600-55190-403333	Inv 78432132
05/19/2014	775125	Ingram Library Services Inc.	\$16.49	2600-55190-403242	Inv 78474073
05/19/2014	775125	Ingram Library Services Inc.	\$24.75	2600-55190-403222	Inv 78474074
05/19/2014	775125	Ingram Library Services Inc.	\$51.23	2600-55190-403227	Inv 78474075
05/19/2014	775125	Ingram Library Services Inc.	\$14.96	2600-55190-403226	Inv 78474076
05/19/2014	775125	Ingram Library Services Inc.	\$21.99	2600-55190-403242	Inv 78474076
05/19/2014	775125	Ingram Library Services Inc.	\$15.60	2600-55190-407930	Inv 78474076
05/19/2014	775125	Ingram Library Services Inc.	\$10.17	2600-55190-403227	Inv 78474077
05/19/2014	775125	Ingram Library Services Inc.	\$10.61	2600-55190-403255	Inv 78474077
05/19/2014	775125	Ingram Library Services Inc.	\$21.54	2600-55190-403333	Inv 78474078
05/19/2014	775125	Ingram Library Services Inc.	\$132.20	2600-55190-403226	Inv 78474079
05/19/2014	775125	Ingram Library Services Inc.	\$46.17	2600-55190-403227	Inv 78474080
05/19/2014	775125	Ingram Library Services Inc.	\$14.74	2600-55190-403226	Inv 78474081
05/19/2014	775125	Ingram Library Services Inc.	\$77.90	2600-55190-403226	Inv 78474082
05/19/2014	775125	Ingram Library Services Inc.	\$96.00	2600-55190-403227	Inv 78474082
05/19/2014	775125	Ingram Library Services Inc.	\$16.79	2600-55190-407930	Inv 78494026
05/19/2014	775125	Ingram Library Services Inc.	\$19.18	2600-55190-403241	Inv 78494027
05/19/2014	775125	Ingram Library Services Inc.	\$15.33	2600-55190-403226	Inv 78494028
05/19/2014	775125	Ingram Library Services Inc.	\$8.24	2600-55190-403333	Inv 78494029
05/19/2014	775125	Ingram Library Services Inc.	\$1,308.61	2600-55190-407930	Inv 78494030
05/19/2014	775125	Ingram Library Services Inc.	\$19.25	2600-55190-403222	Inv 78494031
05/19/2014	775125	Ingram Library Services Inc.	\$287.96	2600-55190-403226	Inv 78494031
05/19/2014	775125	Ingram Library Services Inc.	\$777.65	2600-55190-403227	Inv 78494031
05/19/2014	775125	Ingram Library Services Inc.	\$97.63	2600-55190-403255	Inv 78494032
05/19/2014	775125	Ingram Library Services Inc.	\$61.04	2600-55190-403242	Inv 78276950
05/19/2014	775125	Ingram Library Services Inc.	\$33.02	2600-55190-403226	Inv 78276951
05/19/2014	775125	Ingram Library Services Inc.	\$59.98	2600-55190-403222	Inv 78276952
05/19/2014	775125	Ingram Library Services Inc.	\$29.94	2600-55190-403226	Inv 78276952
05/19/2014	775125	Ingram Library Services Inc.	\$73.39	2600-55190-403227	Inv 78276953
05/19/2014	775125	Ingram Library Services Inc.	\$34.99	2600-55190-403242	Inv 78276954
05/19/2014	775125	Ingram Library Services Inc.	\$17.70	2600-55190-407930	Inv 78276954
05/19/2014	775125	Ingram Library Services Inc.	\$13.19	2600-55190-403227	Inv 78276955
05/19/2014	775125	Ingram Library Services Inc.	\$42.68	2600-55190-403333	Inv 78276955
05/19/2014	775125	Ingram Library Services Inc.	\$33.02	2600-55190-403226	Inv 78276956
05/19/2014	775125	Ingram Library Services Inc.	\$18.00	2600-55190-403227	Inv 78276956
05/19/2014	775125	Ingram Library Services Inc.	\$15.59	2600-55190-403227	Inv 78276957
05/19/2014	775125	Ingram Library Services Inc.	\$16.47	2600-55190-403222	Inv 78276958
05/19/2014	775125	Ingram Library Services Inc.	\$15.31	2600-55190-403227	Inv 78276958
05/19/2014	775125	Ingram Library Services Inc.	\$15.21	2600-55190-403241	Inv 78276959
05/19/2014	775125	Ingram Library Services Inc.	\$10.17	2600-55190-403227	Inv 78276960
05/19/2014	775125	Ingram Library Services Inc.	\$3.59	2600-55190-403333	Inv 78276961
05/19/2014	775125	Ingram Library Services Inc.	\$88.33	2600-55190-403227	Inv 78276962
05/19/2014	775125	Ingram Library Services Inc.	\$27.31	2600-55190-403226	Inv 78276963
05/19/2014	775125	Ingram Library Services Inc.	\$10.61	2600-55190-403255	Inv 78276963
05/19/2014	775125	Ingram Library Services Inc.	\$27.48	2600-55190-403242	Inv 78292743
05/19/2014	775125	Ingram Library Services Inc.	\$31.46	2600-55190-403227	Inv 78292744
05/19/2014	775125	Ingram Library Services Inc.	\$10.20	2600-55190-403227	Inv 78292745
05/19/2014	775125	Ingram Library Services Inc.	\$8.24	2600-55190-403242	Inv 78292745
05/19/2014	775125	Ingram Library Services Inc.	\$60.98	2600-55190-407930	Inv 78292745
05/19/2014	775125	Ingram Library Services Inc.	\$13.72	2600-55190-403222	Inv 78292746
05/19/2014	775125	Ingram Library Services Inc.	\$51.15	2600-55190-403226	Inv 78292746
05/19/2014	775125	Ingram Library Services Inc.	\$183.15	2600-55190-403227	Inv 78292746
05/19/2014	775125	Ingram Library Services Inc.	\$34.20	2600-55190-403241	Inv 78292746
05/19/2014	775125	Ingram Library Services Inc.	\$90.63	2600-55190-403242	Inv 78292746
05/19/2014	775125	Ingram Library Services Inc.	\$146.86	2600-55190-403333	Inv 78292746
05/19/2014	775125	Ingram Library Services Inc.	\$35.74	2600-55190-403222	Inv 78292747
05/19/2014	775125	Ingram Library Services Inc.	\$80.81	2600-55190-403226	Inv 78292747
05/19/2014	775125	Ingram Library Services Inc.	\$107.81	2600-55190-403227	Inv 78292747
05/19/2014	775125	Ingram Library Services Inc.	\$57.60	2600-55190-403241	Inv 78292748
05/19/2014	775125	Ingram Library Services Inc.	\$19.25	2600-55190-403242	Inv 78296287
05/19/2014	775125	Ingram Library Services Inc.	\$83.66	2600-55190-403226	Inv 78296288
05/19/2014	775125	Ingram Library Services Inc.	\$15.90	2600-55190-403226	Inv 78296289
05/19/2014	775125	Ingram Library Services Inc.	\$15.33	2600-55190-403227	Inv 78296289
05/19/2014	775125	Ingram Library Services Inc.	\$11.37	2600-55190-403227	Inv 78296290
05/19/2014	775125	Ingram Library Services Inc.	\$15.93	2600-55190-403226	Inv 78296291

Check Date	Check	Name	Amount	Account	Item Desc
05/19/2014	775125	Ingram Library Services Inc.	\$36.00	2600-55190-403227	Inv 78296291
05/19/2014	775125	Ingram Library Services Inc.	\$38.46	2600-55190-403242	Inv 78296291
05/19/2014	775125	Ingram Library Services Inc.	\$16.79	2600-55190-407930	Inv 78296291
05/19/2014	775125	Ingram Library Services Inc.	\$17.70	2600-55190-407930	Inv 78296292
05/19/2014	775125	Ingram Library Services Inc.	\$15.33	2600-55190-403226	Inv 78296293
05/19/2014	775125	Ingram Library Services Inc.	\$7.70	2600-55190-403222	Inv 78296294
05/19/2014	775125	Ingram Library Services Inc.	\$768.32	2600-55190-403226	Inv 78296294
05/19/2014	775125	Ingram Library Services Inc.	\$354.61	2600-55190-403227	Inv 78296294
05/19/2014	775125	Ingram Library Services Inc.	\$27.47	2600-55190-403242	Inv 78296294
05/19/2014	775125	Ingram Library Services Inc.	\$421.05	2600-55190-403255	Inv 78296294
05/19/2014	775125	Ingram Library Services Inc.	\$15.33	2600-55190-403226	Inv 78296295
05/19/2014	775125	Ingram Library Services Inc.	\$10.61	2600-55190-403255	Inv 78296295
05/19/2014	775125	Ingram Library Services Inc.	\$16.49	2600-55190-403222	Inv 78296296
05/19/2014	775125	Ingram Library Services Inc.	\$35.37	2600-55190-403226	Inv 78296296
05/19/2014	775125	Ingram Library Services Inc.	\$7.19	2600-55190-403227	Inv 78296296
05/19/2014	775125	Ingram Library Services Inc.	\$11.99	2600-55190-403227	Inv 78296297
05/19/2014	775125	Ingram Library Services Inc.	\$15.92	2600-55190-403226	Inv 78321036
05/19/2014	775125	Ingram Library Services Inc.	\$15.33	2600-55190-403226	Inv 783211037
05/19/2014	775125	Ingram Library Services Inc.	\$33.02	2600-55190-403227	Inv 783211037
05/19/2014	775125	Ingram Library Services Inc.	\$66.08	2600-55190-403226	Inv 78321038
05/19/2014	775125	Ingram Library Services Inc.	\$10.61	2600-55190-403255	Inv 78321039
05/19/2014	775125	Ingram Library Services Inc.	\$41.93	2600-55110-407930	Inv 78321040
05/19/2014	775139	Kemira Water Solutions, Inc	\$72,543.37	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 295351
05/19/2014	775141	Knife River (JTL Group Inc.)	\$2,452.82	2110-31320-404710	asphalt
05/19/2014	775141	Knife River (JTL Group Inc.)	\$1,401.28	2110-31320-404710	asphalt
05/19/2014	775141	Knife River (JTL Group Inc.)	\$473.86	2110-31320-404710	asphalt
05/19/2014	775141	Knife River (JTL Group Inc.)	\$930.32	2110-31320-404710	asphalt
05/19/2014	775141	Knife River (JTL Group Inc.)	\$531.28	2110-31320-404710	asphalt
05/19/2014	775141	Knife River (JTL Group Inc.)	\$2,108.30	2110-31320-404710	asphalt
05/19/2014	775143	L N Curtis & Sons	\$0.00	1500-22290-402640	GLOBE GXTREME (34777G) BUNKER COAT - NEW HIRES, START DATE 09/23/2013 - FERGUSON, AGUIRRE, MUHS
05/19/2014	775143	L N Curtis & Sons	\$0.00	1500-22290-402640	GLOBE GXTREME BUNKER PANTS (44777G) FOR NEW HIRES, FERGUSON, AGUIRRE, MUHS
05/19/2014	775143	L N Curtis & Sons	\$2,170.00	1500-22290-402640	GLOBE GXTREME (34777G) BUNKER COAT(S) REPLACEMENT OF EXISTING COATS REMOVED FROM SERVICE
05/19/2014	775143	L N Curtis & Sons	\$1,644.00	1500-22290-402640	BUNKER PANTS: REPLACEMENT OF EXISTING
05/19/2014	775143	L N Curtis & Sons	\$0.00	1500-22240-402260	LEATHER/STRUCTURE FIRE BOOTS: AGUIRRE & FERGUSON
05/19/2014	775159	Midland Implement Co Inc	\$20,464.00	2110-31320-409420	toro mower per attached quote form
05/19/2014	775162	Midwest Tape	\$11.99	2600-55190-403225	Inv 91784560
05/19/2014	775162	Midwest Tape	\$7.99	2600-55190-403243	Inv 91784562
05/19/2014	775162	Midwest Tape	\$13.59	2600-55190-403334	Inv 91784563
05/19/2014	775162	Midwest Tape	\$266.98	2600-55190-403336	Inv 91784563
05/19/2014	775162	Midwest Tape	\$11.99	2600-55190-403225	Inv 91784564
05/19/2014	775162	Midwest Tape	\$4.79	2600-55190-403243	Inv 91784564
05/19/2014	775162	Midwest Tape	\$32.58	2600-55190-403222	Inv 91784565
05/19/2014	775162	Midwest Tape	\$887.22	2600-55190-403225	Inv 91784565
05/19/2014	775162	Midwest Tape	\$62.37	2600-55190-403225	Inv 91790077
05/19/2014	775162	Midwest Tape	\$45.98	2600-55190-403225	Inv 91793480
05/19/2014	775162	Midwest Tape	\$36.77	2600-55190-403336	Inv 91805780
05/19/2014	775162	Midwest Tape	\$7.99	2600-55190-403225	Inv 91805782
05/19/2014	775162	Midwest Tape	\$27.98	2600-55190-403243	Inv 91805782
05/19/2014	775162	Midwest Tape	\$103.53	2600-55190-403222	Inv 91805783
05/19/2014	775162	Midwest Tape	\$614.96	2600-55190-403225	Inv 91805783
05/19/2014	775162	Midwest Tape	\$7.99	2600-55190-403336	Inv 91822610
05/19/2014	775162	Midwest Tape	\$233.48	2600-55190-403225	Inv 91822612
05/19/2014	775162	Midwest Tape	\$9.99	2600-55190-403222	Inv 91822613
05/19/2014	775162	Midwest Tape	\$612.89	2600-55190-403243	Inv 91822614
05/19/2014	775162	Midwest Tape	\$104.53	2600-55190-403244	Inv 91822614
05/19/2014	775162	Midwest Tape	\$103.98	2600-55190-403225	Inv 91822615
05/19/2014	775165	Montana CSED	\$3,480.51	9000-00000-209926	Payroll Summary
05/19/2014	775170	Montana State Fireman's Assoc	\$3,297.60	9000-00000-209924	Payroll Summary
05/19/2014	775171	Morrison Maierle Inc	\$15,464.29	5020-72110-403540	WO 12-16 IWPI Water Distribution System Study; CO#2 06/24/13
05/19/2014	775171	Morrison Maierle Inc	\$6,174.36	4050-71250-409697	AIP-44 Runway 10L/28R Rehab Project - Federal Share
05/19/2014	775171	Morrison Maierle Inc	\$686.04	4050-71250-409698	AIP-44 Runway 10L/28R Rehab Project - Local Share
05/19/2014	775174	MPPA Montana Police Protective Association	\$2,524.02	9000-00000-209923	Payroll Summary
05/19/2014	775176	MSDSONline, Inc	\$2,700.00	6300-17530-407310	MSDSONline services Inv. 104453

Check Date	Check	Name	Amount	Account	Item Desc
05/19/2014	775180	Neil Drywall Inc	\$2,700.00	6500-15660-403990	Inv. #2688 PD1 Restrooms
05/19/2014	775184	Northland Automotive	\$4,669.92	1500-21120-402120	Sales Order S192971, F150 BPD Truck Parts
05/19/2014	775185	Northwest Pipe Fittings	\$493.55	5020-73120-403660	Repair of handheld reader
05/19/2014	775185	Northwest Pipe Fittings	\$36.04	5020-74000-402450	Pump parts
05/19/2014	775185	Northwest Pipe Fittings	\$9.66	2110-31320-402475	galvanized elbow for Grandview sprinkler system
05/19/2014	775185	Northwest Pipe Fittings	\$59.25	5020-73120-402380	RF magnets
05/19/2014	775185	Northwest Pipe Fittings	\$468.00	5020-73120-402380	3/4" meters
05/19/2014	775185	Northwest Pipe Fittings	\$257.56	5020-00000-141000	SYSTEMS PO NUM 295160
05/19/2014	775185	Northwest Pipe Fittings	\$98.00	5120-84000-402450	Airtrol for boiler
05/19/2014	775185	Northwest Pipe Fittings	\$47.00	5120-84000-402450	Copper pipe
05/19/2014	775185	Northwest Pipe Fittings	\$3,616.58	5120-84000-402450	Pumps for dewatering wells
05/19/2014	775185	Northwest Pipe Fittings	\$9,875.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 295167
05/19/2014	775185	Northwest Pipe Fittings	\$11,461.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 295177
05/19/2014	775185	Northwest Pipe Fittings	\$14,959.32	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 295179
05/19/2014	775185	Northwest Pipe Fittings	\$272.25	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 295227
05/19/2014	775185	Northwest Pipe Fittings	\$55.50	5020-74000-402450	Sump floats
05/19/2014	775185	Northwest Pipe Fittings	\$4,124.00	5020-73120-402380	Fire hydrant meter
05/19/2014	775185	Northwest Pipe Fittings	\$78.00	5020-73120-402380	Chamber o-ring
05/19/2014	775185	Northwest Pipe Fittings	\$135.00	5020-73120-402380	Strainer
05/19/2014	775185	Northwest Pipe Fittings	\$1,862.55	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 295231
05/19/2014	775185	Northwest Pipe Fittings	\$263.56	5020-00000-141000	SYSTEMS PO NUM 295231
05/19/2014	775185	Northwest Pipe Fittings	\$10,135.20	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 295276
05/19/2014	775185	Northwest Pipe Fittings	\$61.08	5120-84000-402450	Drain flusher
05/19/2014	775185	Northwest Pipe Fittings	\$4,577.19	5120-84000-402450	Parts for ground water wells
05/19/2014	775185	Northwest Pipe Fittings	\$31.77	5020-74000-402450	Flange/bolt pak set
05/19/2014	775185	Northwest Pipe Fittings	\$145.23	5020-74000-402450	flang/bolt-pak set
05/19/2014	775185	Northwest Pipe Fittings	\$1,010.00	5020-73120-402380	pigtails
05/19/2014	775185	Northwest Pipe Fittings	\$174.22	5020-74000-402450	pump parts
05/19/2014	775185	Northwest Pipe Fittings	\$214.04	5120-84000-402450	parts to repair drain/mpox line
05/19/2014	775185	Northwest Pipe Fittings	\$418.70	5120-84000-402450	parts to repair drain/mpox lines
05/19/2014	775185	Northwest Pipe Fittings	\$29.86	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 295287
05/19/2014	775185	Northwest Pipe Fittings	-\$156.23	5020-74000-402450	returned parts
05/19/2014	775185	Northwest Pipe Fittings	\$22.77	5020-74000-402450	Flange
05/19/2014	775185	Northwest Pipe Fittings	\$76.44	5020-74000-402450	flanges
05/19/2014	775185	Northwest Pipe Fittings	\$51.00	5020-74000-402450	port ball valve
05/19/2014	775185	Northwest Pipe Fittings	\$4.01	5020-74000-402450	gaskets
05/19/2014	775185	Northwest Pipe Fittings	\$139.21	6010-00000-141000	1280550 PO NUM 295137
05/19/2014	775185	Northwest Pipe Fittings	\$16.85	2110-31320-402475	sprinkler repair on grandview
05/19/2014	775185	Northwest Pipe Fittings	\$52.00	2110-31320-402475	sprinkler repair on poly and zimemrman
05/19/2014	775185	Northwest Pipe Fittings	\$31.30	2110-31320-402475	sprinkler repair parts for Zimmerman/poly
05/19/2014	775185	Northwest Pipe Fittings	\$19.16	2110-31320-402475	sprinkler repair parts
05/19/2014	775185	Northwest Pipe Fittings	\$119.87	2110-31320-402475	meter parts for Zimmerman/poly
05/19/2014	775186	NorthWestern Energy	\$2,223.62	5610-71130-403410	0719543-1. Airport Parking Lot Lights. April 2014
05/19/2014	775186	NorthWestern Energy	\$428.56	5710-71430-403410	07192255
05/19/2014	775186	NorthWestern Energy	\$236.68	1500-22210-403410	07208176
05/19/2014	775186	NorthWestern Energy	\$15.73	0100-51120-403410	07222599
05/19/2014	775186	NorthWestern Energy	\$5,064.60	2600-55120-403410	Electric Usage
05/19/2014	775186	NorthWestern Energy	\$7.40	0100-51120-403410	07236458
05/19/2014	775186	NorthWestern Energy	\$35.52	0100-51120-403410	08134892
05/19/2014	775186	NorthWestern Energy	\$8.17	8720-51980-403410	08814550
05/19/2014	775186	NorthWestern Energy	\$8.17	8720-51980-403410	09718248
05/19/2014	775186	NorthWestern Energy	\$16.52	0100-51120-403410	09789173
05/19/2014	775186	NorthWestern Energy	\$66.27	0100-51120-403410	18494088
05/19/2014	775186	NorthWestern Energy	\$58.21	0100-51120-403410	19049444
05/19/2014	775186	NorthWestern Energy	\$8.42	8720-51980-403410	20413621
05/19/2014	775186	NorthWestern Energy	\$6.05	8720-51980-403410	20558177
05/19/2014	775186	NorthWestern Energy	\$54.44	8720-51980-403410	10458131
05/19/2014	775186	NorthWestern Energy	\$176.05	5020-74000-403410	11422532
05/19/2014	775186	NorthWestern Energy	\$18.07	0100-51120-403410	11607801
05/19/2014	775186	NorthWestern Energy	\$7.40	0100-51120-403410	12300661
05/19/2014	775186	NorthWestern Energy	\$7.40	0100-51120-403410	12422226
05/19/2014	775186	NorthWestern Energy	\$8.02	8720-51980-403410	13127071
05/19/2014	775186	NorthWestern Energy	\$8.61	0100-51120-403410	14093942
05/19/2014	775186	NorthWestern Energy	\$8.32	0100-51120-403410	16926669
05/19/2014	775186	NorthWestern Energy	\$107.29	2110-31320-403410	10458206

Check Date	Check	Name	Amount	Account	Item Desc
05/19/2014	775186	NorthWestern Energy	\$8.90	4280-65900-409180	502 S 33rd Street (Irma House) HOME Program 5/1/14 Electric Bill
05/19/2014	775186	NorthWestern Energy	\$174.03	5120-85000-403410	62nd St West @ Ironwood
05/19/2014	775186	NorthWestern Energy	\$700.26	5020-74000-403410	1699 High Sierra
05/19/2014	775186	NorthWestern Energy	\$540.41	1500-22210-403410	08715468
05/19/2014	775186	NorthWestern Energy	\$54.05	8720-51980-403410	12651774
05/19/2014	775186	NorthWestern Energy	\$36.81	0100-51120-403410	18366666
05/19/2014	775186	NorthWestern Energy	\$31.23	2990-66980-407275	NSP-2101 10TH AVE N-ELECTRIC-MAY
05/19/2014	775186	NorthWestern Energy	\$42.36	0100-51270-403410	07123870
05/19/2014	775186	NorthWestern Energy	\$172.93	0100-51220-403410	07125362
05/19/2014	775186	NorthWestern Energy	\$34.87	0100-51220-403410	07208184
05/19/2014	775186	NorthWestern Energy	\$44.52	0100-51260-403410	07208218
05/19/2014	775186	NorthWestern Energy	\$3,185.25	5020-74000-403410	07222649
05/19/2014	775186	NorthWestern Energy	\$2,457.04	5020-74000-403410	07230402
05/19/2014	775186	NorthWestern Energy	\$7.40	5020-74000-403410	07230592
05/19/2014	775187	OAC Services Inc	\$12,747.93	2030-15130-409224	Empire Parking Garage Project Management Services
05/19/2014	775189	Paint Doctor The	\$4,763.00	6500-15660-403990	12X24 Garden Shed Inv. 985
05/19/2014	775196	Public Utilities	\$4,614.89	5610-71100-403420	68407759
05/19/2014	775196	Public Utilities	\$9.67	5120-85000-403420	13670319854
05/19/2014	775196	Public Utilities	\$302.89	6500-15660-403420	106989-12385
05/19/2014	775196	Public Utilities	\$32.44	5210-15920-403420	4975819
05/19/2014	775196	Public Utilities	\$179.32	5210-15910-403420	22414454
05/19/2014	775196	Public Utilities	\$10.72	5210-15910-403420	22434115
05/19/2014	775200	Rimrock Foundation	\$4,396.39	2460-12530-403590	State IOP Counselor
05/19/2014	775200	Rimrock Foundation	\$3,487.61	7380-12640-403590	IOP Counselor
05/19/2014	775200	Rimrock Foundation	\$2,600.81	7380-12640-401110	IOP Case Manager
05/19/2014	775200	Rimrock Foundation	\$3,696.19	2480-12620-403560	DOJ Treatment Counselor
05/19/2014	775200	Rimrock Foundation	\$3,695.14	7380-12640-403590	IOP Counslor
05/19/2014	775200	Rimrock Foundation	\$4,040.55	7380-12640-403590	IOP Counselor
05/19/2014	775210	Sletten Construction Company	\$1,732,694.75	2030-15130-409224	Construction of the new Empire Garage
05/19/2014	775211	Software House Intl	\$274.57	6200-19110-405370	Office 2013 Standard with media Surface Tablet IT
05/19/2014	775211	Software House Intl	\$870.80	6200-19110-405370	7 Windows 8.1 licenses
05/19/2014	775211	Software House Intl	\$1,354.54	6200-19110-405370	(11) Access 2013 Licenses
05/19/2014	775211	Software House Intl	\$170.00	2820-65810-407270	(11) Publisher Licenses
05/19/2014	775211	Software House Intl	\$85.05	2990-65010-402925	(11) Publisher Licenses
05/19/2014	775211	Software House Intl	\$680.40	2990-65200-407275	(11) Publisher Licenses
05/19/2014	775211	Software House Intl	\$5.05	6200-19110-405370	(11) Publisher Licenses
05/19/2014	775211	Software House Intl	\$54.00	6200-19110-405370	Access 2013 Media Publisher 2013 Media
05/19/2014	775213	St Vincent Occupational Health	\$2,605.00	0100-17500-403572	Drug Testing?on-Site Nurse/Hep B Shots/DOT Physicals/Tetanus Shots
05/19/2014	775213	St Vincent Occupational Health	\$280.00	1500-21710-403510	Drug Testing?on-Site Nurse/Hep B Shots/DOT Physicals/Tetanus Shots
05/19/2014	775213	St Vincent Occupational Health	\$40.00	1500-22240-403510	Drug Testing?on-Site Nurse/Hep B Shots/DOT Physicals/Tetanus Shots
05/19/2014	775213	St Vincent Occupational Health	\$20.00	1500-22250-403510	Drug Testing?on-Site Nurse/Hep B Shots/DOT Physicals/Tetanus Shots
05/19/2014	775213	St Vincent Occupational Health	\$320.00	2110-31320-403510	Drug Testing?on-Site Nurse/Hep B Shots/DOT Physicals/Tetanus Shots
05/19/2014	775213	St Vincent Occupational Health	\$94.00	2600-55170-403510	Drug Testing?on-Site Nurse/Hep B Shots/DOT Physicals/Tetanus Shots
05/19/2014	775213	St Vincent Occupational Health	\$108.00	5020-75000-403510	Drug Testing?on-Site Nurse/Hep B Shots/DOT Physicals/Tetanus Shots
05/19/2014	775213	St Vincent Occupational Health	\$72.00	5120-85000-403510	Drug Testing?on-Site Nurse/Hep B Shots/DOT Physicals/Tetanus Shots
05/19/2014	775213	St Vincent Occupational Health	\$70.00	5410-31220-403510	Drug Testing?on-Site Nurse/Hep B Shots/DOT Physicals/Tetanus Shots
05/19/2014	775213	St Vincent Occupational Health	\$94.00	5410-31230-403510	Drug Testing?on-Site Nurse/Hep B Shots/DOT Physicals/Tetanus Shots
05/19/2014	775213	St Vincent Occupational Health	\$40.00	5610-71120-403510	Drug Testing?on-Site Nurse/Hep B Shots/DOT Physicals/Tetanus Shots
05/19/2014	775213	St Vincent Occupational Health	\$70.00	5610-71150-403510	Drug Testing?on-Site Nurse/Hep B Shots/DOT Physicals/Tetanus Shots
05/19/2014	775213	St Vincent Occupational Health	\$110.00	5710-71420-403510	Drug Testing?on-Site Nurse/Hep B Shots/DOT Physicals/Tetanus Shots
05/19/2014	775213	St Vincent Occupational Health	\$290.00	6010-15530-403510	Drug Testing?on-Site Nurse/Hep B Shots/DOT Physicals/Tetanus Shots
05/19/2014	775213	St Vincent Occupational Health	\$510.00	6270-17520-405160	Drug Testing?on-Site Nurse/Hep B Shots/DOT Physicals/Tetanus Shots
05/19/2014	775215	Stapleton & Associates	\$4,700.00	1500-21400-403822	Deposit for Crime Scene & Forensic Photo Course to be held in Billings, MT June 10-12, 2014
05/19/2014	775218	Tel Net Systems, Inc.	\$4,950.00	6200-19110-409480	City Fiber Pull 3rds & 23rd to PRPL

Check Date	Check	Name	Amount	Account	Item Desc
05/19/2014	775227	Town & Country Supply Association	\$1,207.48	1500-22260-402310	200070: FIRE1 / UNLEADED DELIVERED 5/13/2014
05/19/2014	775227	Town & Country Supply Association	\$4,378.74	1500-22260-402310	FIRE2: #2 DYED DIESEL DELIVERED 5/9/2014
05/19/2014	775228	Tractor & Equipment Co.	\$34.13	5120-85000-402320	NONSTOCKING ITEMS-P.U.D.
05/19/2014	775228	Tractor & Equipment Co.	\$2,556.50	5610-71130-405333	Invoice #41009018-0001. 1 week rental on large trackhoe for storm drain work
05/19/2014	775228	Tractor & Equipment Co.	\$735.52	6500-15670-402320	BLW00147233
05/19/2014	775228	Tractor & Equipment Co.	\$62.91	6500-15670-402320	B LCS0568517
05/19/2014	775249	Yellowstone County Finance Dpt	\$3,485.00	1500-21110-403590	Prisoner Billing For Month Ending April 2014
05/19/2014	775250	Yellowstone County GIS	\$7,000.00	6200-19130-403590	MOU Yellowstone County 4th Quarter
05/19/2014	775251	Yellowstone E-Waste Solutions Inc	\$4,620.00	5410-31230-403590	Electronic Waste Disposal

Regular City Council Meeting

Meeting Date: 06/09/2014

TITLE: Public Hearing for Site Development Variance for Customer Access via the Alley, 628 Grand

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

The new owner of the Smor mobile food trailer desires to serve customers from the property at 628 Grand Avenue. Because of the grade difference between Grand Avenue and the property there is no current driveway access to Grand and it is impractical to provide vehicular access to Grand Avenue unless the entire property is redeveloped. The property is zoned Neighborhood Commercial. There is an existing residential triplex on the property. Although the entire half block fronting Grand between 6th & 7th Streets West is zoned Neighborhood Commercial, the existing property uses fronting Grand are residential, except for an office building at the southeast corner of 7th & Grand.

Section 6-1203(r) of the Site Development ordinance prohibits customer access via the alley to commercial uses where the alley abuts a residential zone. The property on the south side of the alley (fronting Alderson Avenue) is zoned residential. The City has typically required alley paving in cases where a variance for alley access is approved. This alley is already paved all the way from 6th Street West to 7th Street West.

The new owner of the food trailer, Mr. William Jensen, has applied for a Type 2 Temporary Use permit under the Zoning Ordinance. A Type 2 permit is for seasonal use only. Renewal of the permit in the future can be denied if there are problems or complaints about the food trailer operations that are not satisfactorily addressed. Tatiana Heckles and Joseph Catron continue to own the property where the trailer will be parked, but will no longer own or operate the trailer itself. The variance for alley access is attached to the lots, not to the specific food trailer or trailer owner/operator.

ALTERNATIVES ANALYZED

The City Council may

- Approve the variance; or
- Approve the variance with conditions; or
- Deny the variance

FINANCIAL IMPACT

There is no financial impact to the City as a result of this variance.

RECOMMENDATION

Staff recommends that City Council approve the variance allowing customer access to a commercial use abutting a residential zone subject to the following conditions:

- The variance is for a mobile food trailer or cart only, and shall not be extended to any other commercial use of the lot
- Adequate parking outside of the public right-of-way shall be provided for customers using the mobile food court plus parking for the existing triplex living units
- Direct food service to customers will not be provided at this location between the hours of 8:00 pm and 8:00 am

APPROVED BY CITY ADMINISTRATOR

Variance Appl

APPLICATION FOR VARIANCE

The undersigned as owner(s) of the following described property hereby request a Variance from the terms of the City of Billings-Section of the Site Development Ordinance.

1. Legal description of property: Lots 33-36, Block 49, Suburban Homes Addition

2. Address (If unknown, contact the City Engineer's office) or general location: Tax ID# A15512

624, 626, 628 Grand Avenue, Billings, MT 59101

3. Owner (s): Tatiana Heckles + Joseph Catron
(Recorded Owner)

628 Grand Avenue (624-628 Grand Ave)
(Address) Billings, MT 59101

(Phone Number) 406-223-4515

(Email) smorcart@gmail.com

4. Agent (s):

(Name)

(Address)

(Phone Number)

(Email)

5. Section of the Site Development Ordinance that this request for variance applies to:

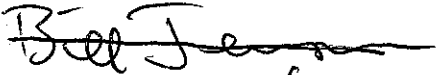
6-1203

6. Reason for request: The 1999 reconstruction of Grand Avenue (between 5th and 8th) negates any access to 624, 626, 628 Grand other than alley access.

7. Covenants for deed restriction on the property: Yes

No

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for the variance requested. Also, that all the information presented is true and correct.

* Signature: 

Date: 5.21.2014

Tatiana Heckles + Joseph Catron

5.21.2014

Regular City Council Meeting

Meeting Date: 06/09/2014

TITLE: Public Hearing and Resolution for Annexation #14-01

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

Richard Jr. and Mae L. Sartorie have submitted a petition to annex land to the City of Billings under Section 7-2-4600, MCA. The subject property is a parcel totaling about 3 acres. The property is addressed as 1880 and 1916 Hawthorne Lane in the Billings Heights. It is located north of Kyhl Lane and west of Hawthorne Lane. The property owner is requesting annexation in order to obtain City services for development of the property. The property is zoned Residential 7,000. A subdivision application is also under review and will come before the Council on June 23. The property is located within the five-year annexation area of the City's Limits of Annexation Map and appears to meet many of the City's criteria in its Annexation Policy. The City Council's policy is to consider annexations at two separate Council meetings. The Council acknowledged receipt of this petition at its meeting on May 27. The Council will conduct a public hearing and take action on the petition at this meeting.

ALTERNATIVES ANALYZED

The City Council may approve or deny a petition submitted by owners of 50% or more of the real property in the area to be annexed (7-2-4601 (3)(b), MCA).

FINANCIAL IMPACT

The City is able to provide municipal sewer service and the County Water District of Billings Heights will provide water service to the subject property. The owner will be responsible for all costs of extending the utilities from Kyhl Lane and Hawthorne Lane. Staff is recommending a standard conditions of approval for this annexation that either a Development Agreement or a Subdivision Improvement Agreement between the City and the property owner be executed to clarify how City services will be provided. If the proposed annexation is approved, the property is expected to be developed as single-family residential development and will contribute additional tax revenue to the City.

BACKGROUND

The subject property totals about 3 acres and is addressed as 1938 Hawthorne Lane. The property owner is requesting annexation in order to obtain City services for development of the property. A preliminary major subdivision plat application is going through the review process concurrently and is expected to go before the City Council in July.

The property is located within the five year annexation area of the City's Limits of Annexation Map and appears to meet many of the City's criteria in its Annexation Policy. The City Limits are adjacent to the subject property on the south boundary.

PROCEDURAL HISTORY

- On March 10, 2014, the annexation petition was submitted to the Planning Division.
- On May 27, 2014 the City Council acknowledged receipt of the annexation petition and set a public hearing for June 9.
- On June 9, the City Council will conduct the public hearing for the annexation and may take action on the request.
- On June 23, if the resolution to annex is approved by the City Council, a public hearing and first reading of an ordinance to include the property in a City Council Ward boundary will be conducted.
- On July 14, the City Council will conduct the second and final reading for the ordinance expanding the ward boundary.

STAKEHOLDERS

Annexation by petition does not require notification of adjoining landowners; however, it does require that the City Council conduct a public hearing. Notice of the public hearing was posted on the property on May 23 and published in the Billings Times on May 22. The Planning Division has not received any inquiries about this petition at the time this memo was prepared.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

The City Council has expressed concerns regarding how annexing additional properties may affect the City's ability to provide services to new developments without diminishing the services provided to existing City residents. To address these concerns, the City Council adopted an annexation policy that lists criteria for suitable annexations. The proposed annexation complies with the adopted Annexation Policy criteria as follows:

1. The area is located within the Limits of Annexation.
2. The City is able to adequately provide municipal sewer services. The County Water District of Billings Heights is able to provide water services. Sewer and water services will require extension of lines by the property owner at the time of development.
3. Any proposed improvements to the property will meet City standards.
4. As part of a Development Agreement or Subdivision Improvement Agreement, the owners will sign a Waiver of Right to Protest the creation of any Special Improvement Districts.
5. If annexed, any proposed land use will comply with the zoning. Future development also may conform to the goals of the City of Billings and Yellowstone County Growth Policy.

Although MCA 7-2-4600 allows the municipality to waive the requirement of an annexation public services plan, it is the City's custom for staff to prepare an analysis of predicted impacts to services and facilities. State law lists the required contents of a public services plan including a 5-year (minimum) plan that outlines how and when services and infrastructure will be extended to the annexed area and how they will be financed. This report follows that general format.

Departmental Response: City and County Departments were given the opportunity to comment on this annexation. City departments mostly responded favorably and detailed responses are provided below. The County Public Works Department also responded and had no concerns with the annexation request. County Public Works did state that it was important that all of Kyhl Lane is annexed, if any is still in the County, into the City with this annexation.

City Facilities: The following improvements and facilities are necessary to provide adequate services to the subject property.

- Water: Water service is available via the County Water District if Billings Heights. The cost to

extend service for the property will be at the developer's expense.

- Sewer: The property may be served by the developer extending City sanitary sewer from Kyhl Lane or Hawthorne Lane, depending on the design. The developer will be required to fund and construct sanitary extension(s) as defined in city policy.

- Stormwater: There is currently no City storm drain in the area of this subdivision and on-site retention or detention will be necessary to manage stormwater. The concurrent subdivision review has identified an area along Kyhl Lane at the south end of the subdivision to be used to detain stormwater for the subdivision. Stormwater impacts will be identified during the subdivision and site development process and mitigating measures developed at that time meeting the requirements of the city and the public works department at the time of development.

- Transportation: The subject property has frontage on Kyhl Lane a Local Residential Street. Details of access and traffic management are being determined through the subdivision process. Currently, the subdivision will have to build Kyhl out to Hawthorne Lane for access requirements. Any specific traffic impacts will be identified during the subdivision and site development process and mitigating measures developed.

- Fire Stations: The subject property is currently served by the Billings Fire Department through the Billings Urban Fire Service Area and the Billings Fire Department will continue to serve the property upon annexation. The Billings Fire Chief stated that as this and other annexations are built out, additional fire department resources will be needed. The nearest fire station is Station #6, located at 1601 St. Andrews, about 1.76 miles west of the subject property.

- Parks: The subject property is zoned Residential-7000 and will remain zoned that way if annexed. The property is to be developed for residential uses and park land dedication and/or cash-in-lieu for dedication is being determined through the subdivision process.

- Bicycle and pedestrian facilities: The proposed subdivision lies within the jurisdiction of the Billings Area Bikeway and Trail Master Plan. The existing Kiwanis Trail is east of the subject property and could be accessed by residence of the property via Kyhl Lane. The Master Plan shows a proposed bike lane on Hawthorne Lane and Barrett Road that will be constructed in the future and would serve residence of this property.

General City Services: These are the City services that are provided to all residents and businesses in the City, such as police and fire protection, street and storm drain maintenance, and garbage collection and disposal. The service providers that responded did not object to the annexation of this property.

- Transit: MET transit system operators have no objections to the annexation request. The nearest bus route is on Hawthorne Lane about a block southeast of the subject property.

- Police: The Police Department states that this property is already within an established patrol area and may be served. However, continued development and annexation will adversely affect the Department's ability to deliver services without an increase in resources.

- Public Utilities: The Public Works-- Distribution and Collection Division had no objection with the annexation request as long as the owner agrees to fund the necessary sewer connection costs, and agrees to a waiver of protest for future SIDs through a Development Agreement or

Subdivision Improvement Agreement as a condition in the Annexation Resolution.

- Public Works -Street and Traffic Division: The Street and Traffic Division stated that it has no problems serving the property however traffic impacts will be identified during the subdivision and site development review process.
- Public Works-Solid Waste: The Solid Waste Division notes that it can serve the property when developed, but noted that Senate Bill 234 passed in the 2011 State Legislature dictates that it is up to the property owner as to whether the City or a private carrier collects solid waste from the property.
- Ambulance Service: The City does not provide ambulance service, however it does dictate the level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered within 8 minutes; this annexation is within the area of acceptable response time.
- Legal and Finance: General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation. The Finance Department did not have any issues with the petition request.
- Other Departments or Agencies: City/County services including Library, Planning, and Environmental Health are only slightly affected by the annexation since they will continue to serve new development whether in the City or the County. Billings School District #2 will be affected by the annexation as the property is planned for residential development.

Billings School District #2: The District noted that students from the annexed property will attend Bitterroot Elementary School, Castle Rock Elementary School, and Skyview High School, all of which are over capacity currently. The Districts current effort to build several new middle schools, shift the 6th graders to middle schools from the elementary schools, and redistrict may alleviate some of the capacity issues over time.

Annexation of this property would adhere to the Future Land Use Map in the Billings Heights Neighborhood Plan, which identifies medium density residential development in the area of this property. The annexation also conforms to the following goal of the Billings Heights Neighborhood Plan:

- To provide safe, good quality and affordable housing the Heights. Develop housing pattern that are compatible with existing neighborhoods. Maintain similar housing in established neighborhoods (Issue: Planning for the future, Page 19).

Annexation of this property would adhere to the following goal of the Yellowstone County and City of Billings 2008 Growth Policy:

- Predictable land use decisions that are consistent with neighborhood character and preferred land use patterns identified in neighborhood plans. (Land Use Element Goal, page 6)

RECOMMENDATION

Staff recommends that the City Council conduct the public hearing and approve the Resolution annexing the subject property, subject to the following conditions of approval:

- Prior to site development, a Development Agreement shall be executed between the owner(s) and the City that shall stipulate specific infrastructure improvements and provide guarantees for said improvements, and a Waiver of Right to Protest the Creation of Special Improvement Districts will be recorded; and/or
- A Subdivision Improvements Agreement (SIA) and Waiver of Right to Protest the Creation of Special Improvement Districts shall be approved and recorded that will stipulate specific infrastructure improvements and provide guarantees for such infrastructure improvements.

APPROVED BY CITY ADMINISTRATOR

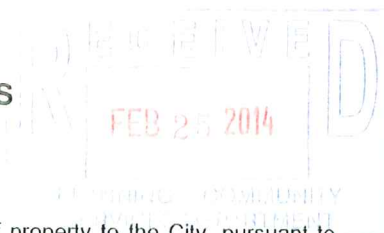
Annexation Petition

Annexation Exhibit

Annexation Resolution

AN 14-01
PE -14-00521

PETITION FOR ANNEXATION TO THE CITY OF BILLINGS



NOTICE TO PETITIONER

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

INSTRUCTIONS

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

The map must show:

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

RESIDENT FREEHOLDER ELECTORS

Date	Print Name	Name Signature	Address
2/25/14	Richard Sartore Jr.	<i>[Signature]</i>	<i>[Signature]</i>
2/25/14	Mae F. Sartore	<i>[Signature]</i>	1938 Hawthorne Lane Billings, MT 59105

(continued on separate page)

RESOLUTION NO. 14-

A RESOLUTION OF THE CITY OF BILLINGS APPROVING PETITIONS FOR ANNEXATION AND ANNEXING TERRITORY TO THE CITY.

WHEREAS, one hundred percent (100%) of the freeholders who constitute more than fifty percent (50%) of the resident freeholder electors have petitioned the City for annexation of the territory hereinafter described; and

WHEREAS, the territory was described in the Petition as required by law, and

WHEREAS, annexation of said territory would be in the best interest of the City.

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

1. TERRITORY ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed to the City of Billings:

A tract of land situated in the SW1/4 of Section 14, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as:

Tract being a portion of Tract 2B, of the Corrected Certificate of Survey No. 840, Second Amended, Recorded July 14, 1972, under Document Number 911664, of record and on file in the office the Yellowstone County, Clerk and Recorder's, said portion described as follows:

Beginning at the southwest corner of Tract 2B of said Corrected Certificate of Survey No. 840, Second Amended; thence N 00°25'00" E for a distance of 360.36 feet; thence S 89°14'00" E for a distance of 281.94 feet; thence S 00°25'00" W for a distance of 40.36 feet; thence S 89°14'00" E for a distance of 90.25 feet to the north-south mid section line of Section 14, T.1N., R.26E., P.M.M.; thence S 00°25'00" W along said mid section line for a distance of 320.01 feet to the southeast corner of said Tract 2B; thence N 89°13'59" W along the south line of said Tract 2B for a distance of 372.20 feet to the Point of Beginning.

Containing 2.995 gross and net acres more or less.

(# 14-01) See Exhibit "A" Attached

2. CONDITIONS. The annexation is approved, subject to the following conditions:
- Prior to site development, a Development Agreement shall be executed between the owner(s) and the City that shall stipulate specific infrastructure improvements and provide guarantees for said improvements and a Waiver of Right to Protest the Creation of Special Improvement Districts will be recorded; and/or
 - A Subdivision Improvements Agreement (SIA) and Waiver of Right to Protest the Creation of Special Improvement Districts shall be approved and recorded that will stipulate specific infrastructure improvements and provide guarantees for such infrastructure improvements.
3. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

PASSED by the City Council and APPROVED this 9th day of June, 2014.

THE CITY OF BILLINGS:

BY: _____

Thomas W. Hanel, MAYOR

ATTEST:

BY: _____

CITY CLERK

(AN# 14-01)

Regular City Council Meeting

Meeting Date: 06/09/2014

TITLE: Public Hearing for Ward Ordinance First Reading - Annexation #14-02

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

City election ward boundaries must be adjusted to conform to city limit amendments resulting from annexation of property into the City. The City Council approved the annexation of property southeast of the intersection of 56th Street West and Grand Avenue (Annexation #14-02) on May 27, 2014. This requires a change in the boundaries of Ward IV. Two readings are required for this action. The first reading of the ordinance is scheduled for June 9, 2014, along with a public hearing, and the second reading is scheduled for June 23, 2014.

ALTERNATIVES ANALYZED

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

- Approving the ordinance will modify the boundaries of Ward IV to include the property southeast of the intersection of 56th Street West and Grand Avenue .
- Denying the ordinance will not modify the boundaries of Ward IV and create a problem where property inside the City Limits is not within one of the City Ward Boundaries.

FINANCIAL IMPACT

There is no budget/financial impact from this action.

RECOMMENDATION

Staff recommends that Council hold a public hearing and approve this ordinance on first reading adding recently annexed property to Ward IV.

APPROVED BY CITY ADMINISTRATOR

Ward Ordinance

ORDINANCE NO. 14-_____

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

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

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

A tract of land situated in the NW1/4 of Section 4, T.1S., R.25E., P.M.M., and the SE1/4 of Section 31, T.1N., R.25E., P.M.M., Yellowstone County, Montana, more particularly described as:

Tracts being unplatted land described as the E1/2 W1/2 NW1/4 NW1/4 and the W1/2 E1/2 NW1/4 NW1/4 of Section 4, T.1S., R.25E., P.M.M., Yellowstone County, Montana. Including all adjacent Right-Of-Way of Grand Avenue.

Containing 19.877 gross and 19.569 net acres more or less.
(# 14-02) See Exhibit "A" Attached

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

PASSED by the City Council on the first reading this 9th day of June 2014.

PASSED by the City Council on the second reading this 22rd day of June, 2014.

THE CITY OF BILLINGS:

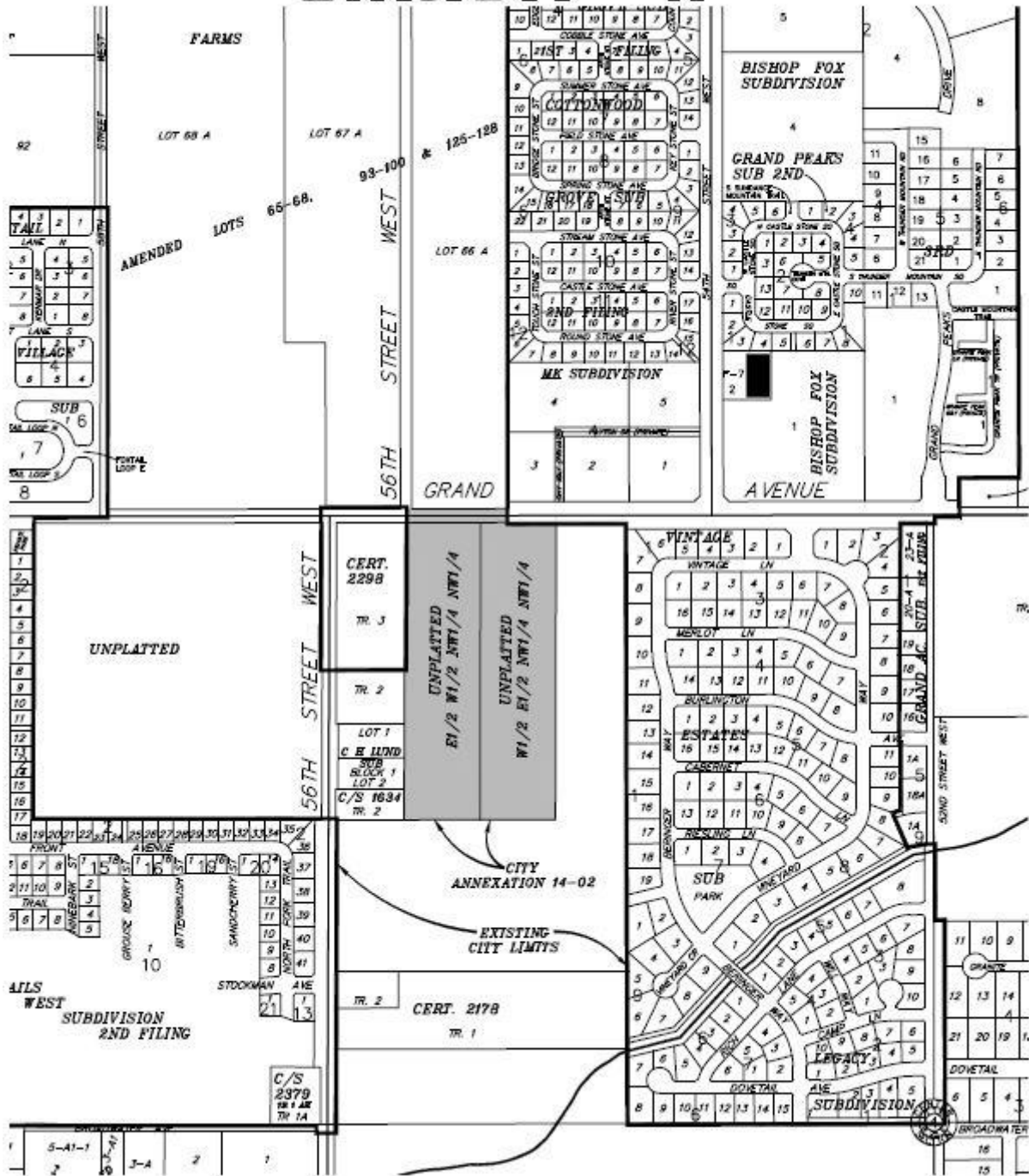
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

(AN 14-02)

EXHIBIT "A"



Regular City Council Meeting

Meeting Date: 06/09/2014

TITLE: Public Hearing and Resolutions Setting Annual Assessments for Fiscal Year 2015

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The following annual assessment and property tax resolutions have been completed by the Finance Division and the assessments are ready to be spread on the tax files.

Street Maintenance
Storm Sewer
Arterial Construction
Business Improvement District
Mill Levy Rates for General Fund, Transit, Library & Public Safety 1
Tourism Business Improvement District

Street Maintenance District 1 fees will increase by 2.7%, and Street Maintenance District 2 fees will increase by 10% for FY15. Storm sewer fees will increase by 3.5% and arterial fees will increase by 2.8% for FY 2015. There are no mill increases in FY 2015 for General Fund, Transit, Library, and Public Safety 1 levies. The TBID Board is requesting that the Council amend Resolution No. [13-19284](#) so that all eligible hotels pay \$2.00 per occupied room night.

These assessments are listed as sub items under one agenda item. The Council may conduct one public hearing where anyone may speak about any of the assessments. After the public hearing is closed, the Council will need to take action on each individual assessment resolution. All assessments take a majority vote except for the Arterial Construction assessment. The Arterial Construction assessment takes a super-majority of Council of at least (2/3) of all Council members present and voting because the assessment rate is proposed to increase.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

- Approve the resolutions; or
- Not approve the resolutions

FINANCIAL IMPACT

The assessment increases reflect general inflationary and other cost effects on providing these public services.

RECOMMENDATION

Staff recommends that one public hearing be held for all the assessments and that the City Council approve each individual resolution. The Arterial Construction resolution requires a super-majority (2/3) of Council members present and voting.

APPROVED BY CITY ADMINISTRATOR

Street Maintenance Resolution

Storm Sewer Resolution

Arterial Resolution

Mill Levy Resolution

TBID Resolution

2014 BID Resolution

RESOLUTION 14-_____

A RESOLUTION LEVYING AND ASSESSING STREET MAINTENANCE DISTRICT FEES FOR PROPERTIES WITHIN STREET MAINTENANCE DISTRICTS IN THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND ADOPTION.

WHEREAS, the City, by Resolution, has defined the boundaries and established street maintenance districts as provided by State Law, and

WHEREAS, Billings Montana City Code and Title 7, Chapter 12, Part 44 of the Montana Code Annotated authorizes the City of Billings to adjust street maintenance district rates and charges to provide for the sufficient collection of revenues adequate for the payment of the reasonable expense of each said district.

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

1. METHOD OF ASSESSMENT. The City hereby determines that each lot or parcel of land within both Street Maintenance Districts One (1) and Two (2) shall be assessed for that portion of the whole cost which each lot or parcel of land in the respective district bears to the total area of the respective district exclusive of streets, avenues, alleys and public places.
2. ASSESSMENT DISTRICT ONE (1). Each lot or parcel within the boundaries of Street Maintenance District One (1), is hereby assessed **\$.070632** per square foot of area for fiscal year 2015.
3. ASSESSMENT DISTRICT TWO (2). Each lot or parcel within the balance of the City, being District Two (2), is hereby assessed **\$.010293** per square foot of area for fiscal year 2015.
4. MAXIMUM ANNUAL CHARGE. The maximum annual charge for any tract, parcel or lot which is undeveloped and unimproved shall be **\$1,510.00**.

5. LOTS AND PARCELS ASSESSED. A list which describes each lot or parcel of land assessed within the respective district, with the name of the owner thereof, and the amount levied thereon set is available in the office of Public Works at the Billings Depot, 2224 Montana Avenue, Billings, Montana.

6. EXEMPTION. Street Maintenance District assessments shall not be paid by the City General Fund, Public Safety Fund, Library Fund or MET Transit Fund.

7. COLLECTION OF ASSESSMENTS. Said special assessments shall be placed upon the assessment rolls and collected in the same manner as other taxes.

8. NOTICE OF HEARING. On Monday, **June 9, 2014**, at 6:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Billings Times.

9. EFFECTIVE DATE. This resolution shall be effective upon final adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 9th day of June 2014.

BY: _____

Thomas W. Hanel, MAYOR

ATTEST:

BY: _____

Cari Martin, CITY CLERK

RESOLUTION 14- _____

A RESOLUTION LEVYING AND ASSESSING STORM SEWER FEES FOR PROPERTIES WITHIN THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND FINAL ADOPTION

WHEREAS, under Section 7-13-4301, M.C.A, the City of Billings is authorized to construct, reconstruct, operate, and maintain a storm sewer system; and

WHEREAS, Billings, Montana City Code and Title 7, Chapter 13, Part 43 of the Montana Code Annotated authorizes the City of Billings to adjust storm sewer rates and charges to provide for the sufficient collection of revenues adequate for the payment of the reasonable expense of said system.

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

1. ANNUAL STORM SEWER FEE. That for the purpose of defraying the cost of upgrading, repairing and maintaining the City Storm Sewer System, an annual storm sewer fee is imposed for the fiscal year 2015, upon all lots or portions of lots as identified in the City's property tax record files. Rates are hereby levied and assessed as listed and described on EXHIBIT "A" attached hereto and by this reference said exhibit is made a part hereof.

2. EXEMPTION. Storm Sewer Fee assessments shall not be paid by the City General Fund, Public Safety Fund, Library Fund, or MET Transit Fund.

3. DISPOSITIONS OF COLLECTIONS. Monies collected from assessments shall be paid into the Municipal Storm Sewer System Fund, of Billings, Montana.

4. NOTICE OF HEARING. On Monday, **June 9, 2014**, at 6:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is

hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Billings Times.

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

ADOPTED and APPROVED by the City Council of the City of Billings, Montana on the 9th day of June, 2014.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

Exhibit A

STORM SEWER FEE

ZONE	RATE	
VACANT	\$ 1,085.00	Cap
AT RATE	0.00138	per sq. ft.
P	0.00234	per sq. ft.
R-96	0.00409	per sq. ft.
R-80	0.00445	per sq. ft.
R-70	0.00471	per sq. ft.
R-70R	0.00471	per sq. ft.
RMH	0.00527	per sq. ft.
R-50	0.00565	per sq. ft.
PD	0.00645	per sq. ft.
R-60	0.00704	per sq. ft.
R-60R	0.00704	per sq. ft.
RP	0.00764	per sq. ft.
RMF-R	0.00797	per sq. ft.
RMF	0.00824	per sq. ft.
NC	0.00908	per sq. ft.
ELC	0.00908	per sq. ft.
MCPZD	0.00938	per sq. ft.
CC	0.00970	per sq. ft.
EGC	0.00995	per sq. ft.
PZD	0.00984	per sq. ft.
HC	0.00995	per sq. ft.
CI	0.01059	per sq. ft.
HI	0.01178	per sq. ft.
CBD	0.01411	per sq. ft.
ELI	0.00995	per sq. ft.
EMU	0.00970	per sq. ft.
EBRSV	0.00908	per sq. ft.
EBRMS	0.01411	per sq. ft.
EBCW	0.00970	per sq. ft.
EBMS	0.01411	per sq. ft.
EBIS	0.01059	per sq. ft.

RESOLUTION 14 - _____

A RESOLUTION LEVYING AND ASSESSING ARTERIAL CONSTRUCTION FEES FOR PROPERTIES WITHIN THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND FINAL ADOPTION

WHEREAS, the Billings, Montana City Code established the rate table for Arterial Construction Fee assessments; and

WHEREAS, the assessment rates may be changed by passage of a resolution by a super-majority of the City Council, consisting of at least two-thirds (2/3) of all Council members present and voting.

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

1. ANNUAL ARTERIAL CONSTRUCTION FEE. That for the purpose of paying the cost of construction and/or reconstruction of arterial roadways and depreciation and replacement of arterial roadways to provide safe facilities on which citizens and visitors may travel, including the principal and interest on all revenue bonds to be issued for that purpose, as authorized by M.C.A. Title 7 Chapter 7 Part 44 as amended, an annual arterial construction fee assessment is imposed for the fiscal year 2015, upon all lots or portions of lots as identified in the city's property tax record files. Rates are hereby levied and assessed as listed and described on EXHIBIT "A" attached hereto and by this reference said exhibit is made a part hereof.

2. EXEMPTION. Arterial Construction Fee assessments shall not be paid by the City General Fund, Public Safety Fund, Library Fund, or MET Transit Fund.

3. DISPOSITIONS OF COLLECTIONS. Monies collected from taxes shall be paid into the Municipal Arterial Construction System Fund, of Billings, Montana.

4. NOTICE OF HEARING. On Monday, **June 9, 2014**, at 6:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Billings Times.

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

ADOPTED and APPROVED by the City Council on the 9th day of June, 2014.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

ARTERIAL CONSTRUCTION FEE

ZONE	RATE	
VACANT	\$1,200.00	cap
AT RATE	0.00157	per sq. ft.
P	0.00265	per sq. ft.
R-96	0.00462	per sq. ft.
R-80	0.00504	per sq. ft.
R-70	0.00531	per sq. ft.
R-70R	0.00531	per sq. ft.
RMH	0.00596	per sq. ft.
R-50	0.00639	per sq. ft.
PD	0.00732	per sq. ft.
R-60	0.00798	per sq. ft.
R-60R	0.00798	per sq. ft.
RP	0.00865	per sq. ft.
RMF-R	0.00901	per sq. ft.
RMF	0.00935	per sq. ft.
NC	0.01029	per sq. ft.
ELC	0.01029	per sq. ft.
MCPZD	0.01062	per sq. ft.
CC	0.01098	per sq. ft.
EGC	0.01127	per sq. ft.
PZD	0.01114	per sq. ft.
HC	0.01127	per sq. ft.
CI	0.01200	per sq. ft.
HI	0.01334	per sq. ft.
CBD	0.01598	per sq. ft.
ELI	0.01127	per sq. ft.
EMU	0.01098	per sq. ft.
EBRSV	0.01029	per sq. ft.
EBRMS	0.01598	per sq. ft.
EBCW	0.01098	per sq. ft.
EBMS	0.01598	per sq. ft.
EBIS	0.01200	per sq. ft.

RESOLUTION NO. 14 _____

A RESOLUTION MAKING THE ANNUAL ALL-PURPOSE MILL LEVY AND MILL LEVIES FOR LIBRARY OPERATING, TRANSIT OPERATING, AND PUBLIC SAFETY FUNDS FOR THE FISCAL YEAR 2014-2015.

WHEREAS, pursuant to law, the City of Billings is required to make annual mill levies.

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

1. That an All-Purpose Annual Mill Levy in the amount of 74 Mills is hereby imposed on all taxable property within the City of Billings, Montana, for the Fiscal Year **July 1, 2014 through June 30, 2015.**

2. That additional Mill Levies in the amounts stated are hereby imposed on all taxable property within the City of Billings, Montana, to provide payment for the following:

- A. 10.00 Transit Operating Fund
- B. 5.00 Library Operating Fund
- C. 20.00 Public Safety Fund

3. That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED by the City Council this 9th day of June, 2014.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

RESOLUTION NO. 14 - ____

A RESOLUTION AMENDING CITY OF BILLINGS
RESOLUTION NUMBER 13-19284 ASSESSING ALL HOTELS
WITHIN THE BILLINGS TOURISM BUSINESS
IMPROVEMENT DISTRICT WITH SIX (6) OR MORE ROOMS
\$2 PER OCCUPIED ROOM NIGHT

WHEREAS, the 2007 Montana Legislature and the Governor approved legislation that allows local governments to create Tourism Business Improvement Districts, effective October 1, 2007; and

WHEREAS, the Billings City Council created the Tourism Business Improvement District (Business Improvement District No. 002) on August 27, 2007 by adopting Resolution No. 07-18593; and

WHEREAS, in May, 2013, the Billings Tourism Business Improvement District Board of Trustees petitioned the Billings City Council to increase the occupied room night assessment for hotels with 60 or more rooms, which was accomplished by the City Council's adoption of Resolution No. 13-19284; and

WHEREAS, the Billings Tourism Business Improvement District Board of Trustees petitioned the Billings City Council to amend Resolution 13-19284 by eliminating the two (2) classes of hotels established in the resolution and to charge the same occupied room night assessment to all eligible hotels; and

WHEREAS, the Billings City Council must amend Section 9 of Resolution No. 13-19284 in order to change the occupied room night assessment,

BE IT RESOLVED by the Billings Montana City Council that Resolution No. 13-19284, Section 9 is amended as follows:

Section 9. Assessments. All hotels, as defined in Section 8, that are within the District will be assessed for their proportionate share of the costs of maintaining the activities of the Tourism Business Improvement District as prescribed in Section 7-12-1133(2)(c) M.C.A. The assessments to fund the work plan for each fiscal year are to be collected from all hotels with six (6) or more rooms within the boundaries of the district and all such hotels shall be subject to an assessment of \$2 per occupied room night. Stays by persons whom are otherwise exempt from paying a transient occupancy tax (a.k.a. lodging facility use tax), as provided in Sections 15-65-101 through 15-65-136 MCA, shall be exempt from the assessment.

The assessments may be modified annually by adoption of a resolution or adoption of the City's budget.

Section 12: Effective Date. The effective date for this resolution shall be July 1, 2014.

APPROVED by the City Council of the City of Billings, Montana this __ day of ____, 2014.

THE CITY OF BILLINGS:

By: _____
Thomas W. Hanel, Mayor

ATTEST:

By: _____
Cari Martin, City Clerk

RESOLUTION 14- _____

A RESOLUTION LEVYING AND ASSESSING PROPERTIES
FOR THE PURPOSE OF PROVIDING AND MAINTAINING
THE COMMON AREA IMPROVEMENTS MADE IN
DOWNTOWN, CITY OF BILLINGS, PROVIDING FOR
NOTICE, HEARING AND ADOPTION.

WHEREAS, Billings, Montana City Code provides for assessment for public improvements and maintenance, including but not limited to public sidewalk sweeping, security, public sidewalk snow removal, litter control, graffiti removal, and abatement of other services that are requested by the downtown property owners.

WHEREAS, said Billings, Montana City Code provides that the City Council shall fix, levy, and assess said charge on or before the second Monday in August.

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

1. SERVICE CHARGE FOR FISCAL YEAR 2015. The Business Improvement District assessment for the fiscal year 2015 is hereby fixed, levied and assessed against each and every parcel of real property within the B.I. D. Each parcel shall pay to the City that portion of the total Business Improvement District assessment imposed annually. The assessment is a calculation based on square footage, taxable market value, and building square footage. See Exhibit A

2. NOTICE OF HEARING. On Monday, June 9, 2014, at 6:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Billings Times.

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

ADOPTED and APPROVED by the City Council on the 9th day of June, 2014.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

Exhibit A

Tax Code	Total Assessment
A00001	\$ 150.00
A00004	\$ 29.21
A00005	\$ 75.00
A00006	\$ 75.00
A00007	\$ 150.00
A00008	\$ 75.00
A00009	\$ 75.00
A00010	\$ 150.00
A00011	\$ 126.04
A00016	\$ 188.96
A00041	\$ 126.04
A00042	\$ 176.42
A00042A	\$ 50.57
A00043	\$ 140.55
A00048	\$ 48.61
A00050	\$ 150.00
A00051	\$ 124.08
A00056	\$ 157.41
A00062	\$ 150.00
A00063	\$ 316.97
A00064	\$ 150.00
A00065	\$ 150.00
A00066	\$ 15.68
A00066A	\$ 78.80
A00067	\$ 94.48
A00068A	\$ 150.00
A00069	\$ 62.92
A00070	\$ 75.00
A00071	\$ 150.00
A00072	\$ 150.00
A00073	\$ 150.00
A00073A	\$ 150.00
A00073B	\$ 150.00
A00074	\$ 150.00
A00075	\$ 150.00
A00075B	\$ 150.00
A00196B	\$ 292.86
A00202	\$ 150.00
A00203	\$ 75.00

A00204	\$	75.00
A00206	\$	75.00
A00207	\$	150.00
A00208	\$	22.37
A00209	\$	16.81
A00210	\$	16.81
A00211	\$	22.37
A00212	\$	50.00
A00213	\$	50.00
A00214	\$	50.00
A00215	\$	44.61
A00216	\$	89.35
A00217	\$	75.00
A00218	\$	75.00
A00219	\$	75.00
A00222	\$	75.00
A00223	\$	50.00
A00224	\$	50.00
A00225	\$	157.41
A00235	\$	157.41
A00236	\$	50.00
A00241	\$	75.00
A00242	\$	75.00
A00243	\$	150.00
A00244	\$	150.00
A00246	\$	75.00
A00247	\$	150.00
A00251	\$	189.00
A00252	\$	150.00
A00254	\$	150.00
A00255	\$	150.00
A00256	\$	150.00
A00257	\$	150.00
A00258	\$	623.14
A00260	\$	464.57
A00261	\$	1,651.74
A00262	\$	2,301.36
A00263	\$	1,198.70
A00264	\$	4,870.89
A00269	\$	1,073.89
A00270	\$	192.08
A00271	\$	10,813.85
A00273	\$	188.96

A00276	\$	31.56
A00277	\$	75.00
A00278	\$	75.00
A00279	\$	150.00
A00280	\$	150.00
A00282	\$	126.04
A00285	\$	188.96
A00290	\$	78.80
A00292	\$	150.00
A00342	\$	31.56
A00343	\$	47.24
A00344	\$	62.92
A00345	\$	47.24
A00346	\$	188.96
A00347	\$	75.00
A00348	\$	75.00
A00349	\$	108.01
A00351	\$	2,276.29
A00352	\$	4,169.13
A00357	\$	31.56
A00359	\$	150.00
A00360	\$	6,023.77
A00362	\$	284.25
A00363	\$	541.45
A00364	\$	1,872.59
A00365	\$	1,296.19
A00366	\$	3,429.68
A00367	\$	1,158.59
A00367A	\$	245.78
A00367B	\$	236.15
A00367C	\$	481.93
A00368	\$	3,570.91
A00372	\$	2,114.84
A00373	\$	646.79
A00374	\$	625.60
A00375	\$	2,963.18
A00376	\$	1,279.00
A00379	\$	31.56
A00382	\$	188.96
A00383	\$	137.98
A00389	\$	94.48
A00394	\$	75.00
A00395	\$	31.56

A00396	\$	31.56
A00397	\$	31.56
A00398	\$	150.00
A00399	\$	150.00
A00400	\$	150.00
A00401	\$	126.04
A00402	\$	31.56
A00406	\$	150.00
A00407	\$	150.00
A00408	\$	150.00
A00409	\$	150.00
A00410	\$	150.00
A00411	\$	150.00
A00412	\$	31.56
A00413	\$	31.56
A00414	\$	62.92
A00416	\$	50.00
A00417	\$	50.00
A00418	\$	50.00
A00419	\$	30.00
A00420	\$	30.00
A00421	\$	30.00
A00422	\$	150.00
A00423	\$	150.00
A00424	\$	30.00
A00425	\$	30.00
A00426	\$	150.00
A00429	\$	75.00
A00430	\$	75.00
A00431	\$	150.00
A00432	\$	150.00
A00433	\$	75.00
A00434	\$	75.00
A00435	\$	150.00
A00566	\$	188.96
A00566B	\$	150.00
A00567	\$	62.92
A00568	\$	126.04
A00569	\$	75.00
A00570	\$	75.00
A00571	\$	150.00
A00572	\$	150.00
A00573	\$	150.00

A00574	\$	150.00
A00576	\$	150.00
A00577	\$	37.50
A00578	\$	75.00
A00579	\$	150.00
A00580	\$	37.50
A00583	\$	37.50
A00584	\$	37.50
A00585	\$	37.50
A00586	\$	75.00
A00587	\$	75.00
A00588	\$	150.00
A00589	\$	75.00
A00590	\$	75.00
A00591	\$	75.00
A00592	\$	75.00
A00593	\$	75.00
A00594	\$	150.00
A00598	\$	150.00
A00599	\$	150.00
A00600	\$	150.00
A00601	\$	37.50
A00602	\$	37.50
A00603	\$	37.50
A00604	\$	37.50
A00605	\$	150.00
A00606	\$	75.00
A00607	\$	75.00
A00609	\$	150.00
A00610	\$	75.00
A00611	\$	908.68
A00612	\$	412.95
A00613	\$	1,224.74
A00616	\$	424.62
A00617	\$	211.88
A00618	\$	2,674.12
A00620	\$	6,827.80
A00624	\$	9,324.15
A00630	\$	2,850.44
A00630A	\$	412.95
A00631	\$	280.57
A00632	\$	211.88
A00633	\$	416.61

A00634	\$	635.99
A00635	\$	750.70
A00636	\$	875.01
A00637	\$	1,359.68
A00638	\$	585.27
A00639	\$	796.47
A00640A	\$	175.40
A00640B	\$	81.66
A00640C	\$	117.87
A00640D	\$	169.75
A00640E	\$	90.98
A00640F	\$	754.74
A00640H	\$	218.76
A00640I	\$	211.87
A00640J	\$	190.70
A00640K	\$	263.44
A00640L	\$	125.21
A00640N	\$	179.65
A00640O	\$	187.46
A00640P	\$	157.64
A00640Q	\$	146.30
A00640R	\$	132.83
A00640S	\$	165.88
A00640T	\$	132.40
A00640U	\$	107.58
A00640V	\$	161.81
A00641	\$	790.03
A00642A	\$	718.14
A00642B	\$	1,271.14
A00642C	\$	38.10
A00643	\$	1,027.03
A00644	\$	1,014.37
A00645	\$	1,233.75
A00647	\$	1,082.73
A00648	\$	436.44
A00648A	\$	414.97
A00649	\$	548.79
A00650	\$	654.50
A00651	\$	1,418.23
A00652	\$	150.00
A00653	\$	75.00
A00654	\$	75.00
A00655	\$	150.00

A00656	\$	150.00
A00658	\$	150.00
A00659	\$	150.00
A00660	\$	150.00
A00663	\$	31.56
A00664	\$	62.92
A00665	\$	150.00
A00667	\$	126.04
A00671	\$	75.00
A00673	\$	75.00
A00676	\$	31.56
A00677	\$	31.56
A00678	\$	31.56
A00679	\$	150.00
A00740	\$	150.00
A00741	\$	38.03
A00742	\$	64.30
A00744	\$	29.21
A00745	\$	150.00
A00746	\$	150.00
A00747	\$	47.24
A00748	\$	15.68
A00749	\$	150.00
A00753	\$	150.00
A00755	\$	150.00
A00756	\$	43.91
A00757	\$	31.56
A00758	\$	150.00
A00759	\$	150.00
A00760	\$	150.00
A00762	\$	150.00
A00763	\$	601.78
A00765	\$	357.77
A00766	\$	418.58
A00768	\$	544.69
A00769	\$	221.53
A00770	\$	352.24
A00771	\$	252.40
A00773	\$	150.00
A00774	\$	75.00
A00775	\$	761.82
A00776	\$	632.98
A00778	\$	680.85

A00780	\$	847.59
A00781	\$	698.58
A00782	\$	625.44
A00783	\$	693.21
A00786	\$	1,095.16
A00787	\$	3,938.87
A00789	\$	2,518.92
A00792	\$	1,041.16
A00794	\$	893.84
A00795	\$	6,727.88
A00796A	\$	372.94
A00796B	\$	262.89
A00796C	\$	110.65
A00796D	\$	198.41
A00796E	\$	112.04
A00796F	\$	212.14
A00796G	\$	99.31
A00796H	\$	57.31
A00796I	\$	55.52
A00796J	\$	57.71
A00796K	\$	37.61
A00796L	\$	51.94
A00796N	\$	50.75
A00796O	\$	57.31
A00796P	\$	55.52
A00796Q	\$	57.71
A00796R	\$	37.61
A00796S	\$	51.94
A00796T	\$	50.75
A00801A	\$	167.67
A00804	\$	15,324.10
A00806	\$	1,023.91
A00807	\$	345.35
A00808	\$	348.93
A00809	\$	267.52
A00810	\$	1,042.10
A00811	\$	387.38
A00812	\$	316.74
A00813	\$	789.72
A00814	\$	787.78
A00815	\$	1,108.40
A00816	\$	1,556.78
A00817	\$	1,067.46

A00818	\$	337.59
A00820	\$	844.43
A00821	\$	349.46
A00822	\$	366.52
A00823	\$	554.11
A00824	\$	789.22
A00825	\$	350.53
A00826	\$	1,339.29
A00827	\$	277.89
A00828	\$	564.05
A00830	\$	377.33
A00831	\$	377.71
A00832	\$	921.26
A00832A	\$	480.02
A00833	\$	1,042.81
A00834	\$	701.43
A00835	\$	1,287.59
A00836	\$	1,208.41
A00837	\$	150.00
A00838	\$	933.97
A00839	\$	4,168.55
A00840	\$	1,286.04
A00842	\$	87.03
A00843	\$	150.00
A00844	\$	150.00
A00845	\$	75.00
A00846	\$	150.00
A00846A	\$	150.00
A00847	\$	150.00
A00849	\$	75.27
A00851	\$	150.00
A00854	\$	150.00
A00855A	\$	150.00
A00883	\$	188.57
A00884	\$	175.44
A00885	\$	94.48
A00886	\$	175.44
A00886A	\$	94.48
A00887	\$	150.00
A00888	\$	175.44
A00889	\$	150.00
A00891	\$	15.68
A00892	\$	73.12

A00894	\$	150.00
A00895	\$	29.21
A00896	\$	150.00
A00897	\$	62.92
A00900	\$	15.68
A00901	\$	150.00
A00902	\$	75.00
A00908	\$	150.00
A00909	\$	75.00
A00910	\$	75.00
A00911	\$	150.00
A00912	\$	150.00
A00913	\$	75.00
A00914	\$	75.00
A00915	\$	150.00
A00916	\$	150.00
A00917	\$	75.00
A00918	\$	75.00
A00920A	\$	12.50
A00920B	\$	12.50
A00920C	\$	12.50
A00920D	\$	12.50
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A00971	\$	150.00
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A01030	\$	150.00
A01032	\$	50.00
A01035	\$	75.00
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A01044	\$	37.50
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A01049	\$	150.00
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A01124	\$	94.48
A01125	\$	150.00
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A01145	\$	150.00
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A01195A	\$	75.00
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A01223	\$	31.56
A01224	\$	31.56
A01225	\$	62.92
A01226	\$	126.04
A01231	\$	14.31
A01232	\$	150.00
A01233	\$	22.37
A01234	\$	22.37
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A01236	\$	150.00
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A01245	\$	22.37
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A01299	\$	41.17
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A01308	\$	10.19
A01309	\$	150.00
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A01711	\$	115.38
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A01932	\$	31.56
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A07129	\$	31.56
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A07131	\$	478.33
A07141	\$	25.49
A07142	\$	150.00
A07149	\$	104.56
A07152	\$	26.14
A07153	\$	17.46
A07154	\$	26.14
A07155	\$	150.00
A07179	\$	150.00
A07180	\$	150.00
A07181	\$	150.00
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A07191	\$	75.00
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A07201	\$	75.00
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A07233	\$	150.00
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A07277	\$	7.48
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A07286	\$	150.00
A07287	\$	75.00
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A07338	\$	150.00
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A07371B	\$	75.00
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A07376C	\$	47.71
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A07376U	\$	37.50
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A07376W	\$	47.71
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A08170B	\$	379.35
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A11336	\$	150.00
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A11637	\$	31.56
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A12157	\$	75.00
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A12159	\$	17.46
A12160	\$	52.28
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A12166	\$	17.46
A12167	\$	13.67
A12168	\$	29.83
A12169	\$	261.40
A12176	\$	168.02
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A12195	\$	18.66
A12196	\$	18.66
A12197	\$	18.66
A12198	\$	18.66
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A12200	\$	18.66
A12201	\$	150.00
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A12204	\$	17.46
A12205	\$	150.00
A12210	\$	203.83
A12216	\$	78.35
A12217	\$	15.71
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A12226	\$	149.00
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A12233	\$	145.58
A12241	\$	15.71
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A27701	\$	62.78
A27702	\$	150.00
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A29916A	\$	356.06
A29916B	\$	206.33
A29916C	\$	107.14
A29916D	\$	78.87
A29916E	\$	103.08
A29916F	\$	89.30

A29916G	\$	107.53
A29916H	\$	74.81
A29916I	\$	108.37
A29916J	\$	107.60
A29916K	\$	109.13
A29916L	\$	108.14
A29916N	\$	108.88
A29916O	\$	108.49
A29917	\$	2,217.63
A31251	\$	212.44
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A33292	\$	832.98
A33974	\$	385.71
A34212A	\$	150.00
A34212B	\$	31.66
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A34212D	\$	15.25
A34212E	\$	31.06
A34212F	\$	15.18
A34212G	\$	19.39
A34212H	\$	19.23
A34212I	\$	21.05
A34212J	\$	19.06
A34212K	\$	14.92
A34212L	\$	93.03
A34212N	\$	31.66
A34212O	\$	42.27
A34212P	\$	31.83
A34212Q	\$	16.24
A34212R	\$	85.53
A34212S	\$	23.54
A34212T	\$	14.59
A34212U	\$	23.54
A34212V	\$	15.58
A34212W	\$	333.58
A34212X	\$	136.79
A34212Y	\$	210.28
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A34225J	\$	3.57
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A34225P	\$	3.57
A34225Q	\$	3.57
A34225R	\$	3.57
A34225S	\$	3.57
A34225T	\$	3.57
A34225U	\$	3.57
A34225V	\$	3.57
A34225W	\$	3.57
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A34226I	\$	3.57
A34226J	\$	3.57
A34226K	\$	3.57
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A34226M	\$	3.57
A34226N	\$	3.57
A34226O	\$	3.57
A34226P	\$	3.57
A34226Q	\$	3.57
A34226R	\$	3.57
A34226S	\$	3.57
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D05764	\$	75.00
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D12013	\$	79.97
D12014	\$	135.65
D12015	\$	207.00

D12017	\$	26.27
D12017A	\$	103.30
D12018	\$	93.11
D12019	\$	54.00
D12021	\$	64.80
D12037	\$	71.74
D12039	\$	111.54
D12044	\$	63.23
D12048	\$	172.50
D12049	\$	103.89
D12051	\$	45.67
D12052	\$	135.06
D12053	\$	62.92
D12055	\$	8.04
D12056	\$	6.08
D12058	\$	68.85
D12059	\$	135.00
D12060	\$	38.54
D12061	\$	133.65
D12062	\$	175.95
D12267	\$	75.00
D12268	\$	11.17
D12269	\$	48.42
D12270	\$	21.56
D12271	\$	457.51
D12436	\$	19.28
D12514	\$	53.91
D13071	\$	50.38
D13072	\$	67.82
D13111	\$	63.12
D13161	\$	29.52
I00048	\$	150.00
I00063	\$	150.00
I00064	\$	59.32
I00078B	\$	114.22
I00140	\$	76.05
I00144	\$	148.68
I00153	\$	318.40
I00154	\$	1,210.72
I00196	\$	150.00
I00199	\$	150.00
I00203	\$	150.00
I00221	\$	150.00

I00230	\$	75.00
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I00241	\$	150.00
I00250	\$	150.00
I00250B	\$	150.00
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I00263	\$	150.00
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I00593	\$	50.00
I00602	\$	150.00
I00603	\$	50.00
I00621	\$	50.00
I00622	\$	50.00
I00623	\$	50.00
I00624	\$	150.00
I00648	\$	132.51
I00649	\$	148.22
I00650	\$	198.42
I00651	\$	71.38
I00763	\$	50.00
I00797	\$	6,354.17
I00877	\$	150.00
I00878	\$	150.00
I01016	\$	150.00
I01018	\$	150.00
I01060	\$	150.00
I01104	\$	150.00
	\$	286,593.10

Regular City Council Meeting

Meeting Date: 06/09/2014

TITLE: Public Hearing and Resolution Approving and Adopting FY15 Budget

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

This resolution provides for the formal adoption of the budget. The proposed budget has been available for review since May 5, 2014. Four(4) public presentations have been made regarding the proposed budget and the Council committed approximately 14 hours for this review. Section 2 of this resolution allows the City Administrator to amend this budget for Debt Service Funds, Federal and State Grants, Special Assessment and donations accepted and approved by the City Council. The City Council authorizes issuing debt and acceptance of grants and donations, other than donations which are handled per administrative order. Approving budget amendments to allow these expenditures is therefore redundant. This delegation of authority is allowed by State Statutes

ALTERNATIVES ANALYZED

The Council must hold a public hearing on June 9th and then may:

- Approve the resolution; or
- Not approve the resolution;
- Delay adoption of the resolution

FINANCIAL IMPACT

The resolution sets the spending limits for all City Funds. Amendments during the year are accomplished in exactly the same way as the original adoption, with the few exceptions noted in the resolution. The total budget for FY 2015 is \$277,392,633.

RECOMMENDATION

Staff recommends that City Council conducts a public hearing on June 9th and approve the resolution approving and adopting the FY 15 Budget.

APPROVED BY CITY ADMINISTRATOR

Resolution

Exhibit A

AGENDA ITEM:

Attachment A



RESOLUTION NO. _____

A RESOLUTION APPROVING AND ADOPTING THE BUDGET FOR THE CITY OF BILLINGS, MONTANA FOR FISCAL YEAR 2014-2015

WHEREAS, the City Administrator of the City of Billings has regularly and lawfully submitted to the City Council of the City of Billings, Montana, the budget for Fiscal Year 2014-2015; and

WHEREAS, the proper notice was published stating that said City Council has completed the PRELIMINARY MUNICIPAL BUDGET for said Fiscal Year, and that said budget has been placed on file and is open to inspection in the office of the City Clerk; and that said City Council would meet for the purpose of annually determining, approving and adopting the budget, and any taxpayer might appear and be heard.

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

Section 1: That the Revenue Budget for Fiscal year 2014-2015, as detailed in the Budget Report, and as amended by the City Council, and the Expenditure Budget for Fiscal year 2014-2015 as detailed in the budget report and as amended by the City Council and further detailed on EXHIBIT "A", be, and the same is hereby finally determined, approved, and adopted.

Section 2: That the City Administrator is authorized to amend this budget for the expenditure of additional funds from the following: Debt Service Funds, Federal, State Grants, special assessments and donations accepted and approved by the City Council.

PASSED AND APPROVED by the City Council this 9th day of June, 2014.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

<u>Fund/Department</u>	<u>Original Proposal</u>	<u>Additions 6/9/2014</u>	<u>Deletions 6/9/2014</u>	<u>Final Budget</u>
General Operating Fund:				
Mayor & City Council	271,091			271,091
City Administrator	678,102			678,102
Human Resources	681,072			681,072
City Attorney	1,430,680	3,818		1,434,498
Municipal Court	1,239,818			1,239,818
Finance	1,395,057			1,395,057
Code Enforcement	288,951	17,017		305,968
Parks, Recreation & Public Lands	4,518,315	20,000		4,538,315
Non-Departmental	23,555,060		30,000	23,525,060
Council Contingency	65,000			65,000
Total General Fund	34,123,146	40,835	30,000	34,133,981
Public Safety Fund:				
Police	21,396,238	10,300		21,406,538
Fire	16,766,512			16,766,512
Total Public Safety Fund	38,162,750	10,300	-	38,173,050
Special Revenue Fund:				
Miller Crossing Tax Increment	290,000			290,000
South Tax Increment	3,340,451			3,340,451
East Tax Increment	511,617			511,617
North 27th Street Tax Increment	2,128,619	250,000		2,378,619
Street Gas Tax	4,690,546			4,690,546
Building Inspection	1,697,192	4,305		1,701,497
Transportation Enhancement	222,638			222,638
Street & Traffic Operating	7,429,252			7,429,252
Fire Programs	128,994			128,994
EOC 9-1-1 Grant	1,128,255			1,128,255
City/County Planning	1,483,405			1,483,405
City Attorney Grants	301,445			301,445
Municipal Court Grants	555,015			555,015
Police Programs	1,065,503			1,065,503
City County Library	3,383,840			3,383,840
Development Services Grants	1,599,718			1,599,718
Park Programs	355,438	12,000		367,438
Downtown Revolving Loan Program	1,704,016			1,704,016
Cemetery Improvement	20,000			20,000
Trail/Bike Path Donations	34,509			34,509
Animal Shelter Donations	43,873			43,873
Street Maintenance Districts	7,039,544			7,039,544
Street Light Districts	2,349,144			2,349,144
Storm Sewer Operating	5,450,199			5,450,199
Park Maintenance District	1,004,460			1,004,460
Park District 1	2,304,876			2,304,876
Arterial Street Fees Operating	4,006,019			4,006,019
Amend Park	31,759			31,759
Ballfield Stadium Donations	40,507			40,507
Total Special Revenue Fund	54,340,834	266,305	-	54,607,139

Exhibit A cont.

<u>Fund/Department</u>	<u>Original Proposal</u>	<u>Additions 6/9/2014</u>	<u>Deletions 6/9/2014</u>	<u>Final Budget</u>
Debt Service Fund:				
Special Improvement Debt	2,478,350			2,478,350
Series 2010 Parks Debt	126,725			126,725
Series 2004A Street Debt	339,957			339,957
Storm Sewer Debt	1,102,950			1,102,950
Sidewalk, Curb & Gutter Debt	392,100			392,100
Series 2007A Baseball Field/Stadium Debt	810,275			810,275
Series 2007B Baseball Field/Stadium Debt	196,116			196,116
Series 2012 Library	1,233,499			1,233,499
Total Debt Service Fund	6,679,972	-	-	6,679,972
Capital Projects Fund:				
Urban Renewal Land Development	93,400			93,400
Sidewalk Construction	412,195			412,195
Special Improvement Districts	1,686,750			1,686,750
Capital Replacement	1,730,989			1,730,989
Dog Park Construction	20,000			20,000
New Library Construction	112,500			112,500
Storm Sewer Construction	11,342,750			11,342,750
Total Capital Project Fund	15,398,584	-	-	15,398,584
Enterprise Fund:				
Water	44,160,853			44,160,853
Wastewater	18,592,284			18,592,284
Parking	2,095,151			2,095,151
Solid Waste	12,966,407			12,966,407
Airport	19,247,654			19,247,654
Transit	6,253,054			6,253,054
Total Enterprise Fund	103,315,403	-	-	103,315,403
Internal Service Fund:				
Fleet Services	1,731,101			1,731,101
Central Services	99,599			99,599
Information Resources	2,129,573			2,129,573
City Health Benefits	12,769,964			12,769,964
Central Telephone	349,495			349,495
Radio Communications	275,012			275,012
Property Insurance	2,640,429			2,640,429
Facilities Management	1,749,308			1,749,308
Public Works Administration	1,049,416			1,049,416
Public Works Engineering	2,571,067			2,571,067
Total Internal Service Fund	25,364,964	-	-	25,364,964
Permanent Fund				
Cemetery Perpetual Care	1,540			1,540
Total Permanent Fund	1,540	-	-	1,540
Total All Funds	277,387,193	317,440	30,000	277,674,633

Regular City Council Meeting

Meeting Date: 06/09/2014

TITLE: Public Hearing & Vote to Stop Staff Work on a Non-Discrimination Ordinance

PRESENTED BY: Tina Volek, City Administrator

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

At its May 27 business session, the City Council voted 6-5 to direct staff to stop working on a non-discrimination ordinance (NDO) and to place the directive on the next regular business session for a vote if required for the purposes of public input or comment. The initiative was placed on the June 9 business session agenda because the initiative was created after the public comment session on non-agenda items for May 27 was closed, and, based on the volume of comments received by the City Council, this item is of significant interest to the public.

The City Council approved at its Jan. 27 business session an initiative directing staff to (1) Review and revise the section of city code related to the Human Relations Commission, incorporating the expanded anti-discrimination language presented by Walt Dugas (Human Relations Commission Chair) at a previous work session by adding “veteran status, sexual orientation, gender identity/expression, mental or physical disability, political beliefs, obesity or any other protected characteristic as may be defined by applicable law.” (2) Review and revise the City employment anti-discrimination administrative orders; (3) Review the Illegal Discrimination Ordinances from the cities of Missoula, Butte-Silver Bow and Helena for the purposes of drafting an Illegal Discrimination Ordinance for the City of Billings; and (4) Bring these documents the City Council for discussion at a future work session after completion of the budget.

A work session on the item has been scheduled for June 16, the first meeting after the end of the scheduled discussion of Fiscal Year 2015 budget. The staff has reviewed the illegal discrimination ordinances of Missoula, Helena, Butte-Silver Bow and Bozeman, which had adopted such an ordinance since the Jan. 27 initiative was approved.

In addition to the NDO, staff seeks Council direction on the portion of the initiative to revise City employment administrative orders, since any actions would be difficult to enforce without the NDO.

ALTERNATIVES ANALYZED

The City Council must hold the advertised public hearing and then may:

- Vote 'Yes' to rescind the initiative to create an NDO and to revise City employment anti-discrimination administrative orders. This would have the effect of permanently tabling these items, barring a future initiative re-instituting the matter;
- Postpone consideration of these items to a specific date, perhaps after the 2015 Montana Legislature session is over, to see if possible anti-discrimination ordinance is addressed. The City passed medical marijuana laws a few years ago, only to have the State subsequently pass legislation that rendered most of the City's ordinance moot; or
- Vote 'No' and proceed to the June 16th work session for review and possible future action on the ordinance.

FINANCIAL IMPACT

Other than staff time spent in preparation of materials on this issue, it would be difficult to estimate the total cost of such an initiative until an ordinance is adopted and its specific requirements are known. For example, Missoula's ordinance calls for enforcement of criminal charges in cases involving more than a certain number of civil violations of its illegal discrimination ordinance; other cities have civil cases only. A criminal case would involve investigations by police and possible prosecution, using the time of police, public prosecutors and the Municipal Court.

RECOMMENDATION

Given the impact of State legislation on the City's medical marijuana ordinances, an issue of similar controversy, staff recommends that the Council at least postpone action on the NDO and revision of related administrative orders until after the 2015 session of the Montana Legislature.

APPROVED BY CITY ADMINISTRATOR
