

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 23, 2014

6:30 P.M.

CALL TO ORDER: Mayor Hanel

PLEDGE OF ALLEGIANCE: Mayor Hanel

INVOCATION: Councilmember Pitman

ROLL CALL: Councilmembers present on roll call were:

MINUTES:

- May 27, 2014
- June 9, 2014 (pending)

COURTESIES:

PROCLAMATIONS:

ADMINISTRATOR REPORTS - TINA VOLEK

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

1. CONSENT AGENDA -- Separations:

A. Mayor Hanel recommends that Council confirm the following appointments:

1.

	Name	Board/Commission	Term	
			Begins	Ends
1	Charles Bushey	Animal Control Board	07/01/14	12/31/16
2	Cara Chamberlain	Animal Control Board	07/01/14	12/31/17
3	Randy Hafer	Billings BID	07/01/14	12/31/17
4	Rudi Marten	Billings BID	07/01/14	12/31/17
5	No Applications	Board of Appeals - Electrical	07/01/14	12/31/17
6	Terry Madtson	Board of Appeals - Builder	07/01/14	12/31/15
7	No Applications	Housing Authority Res Comm	07/01/14	12/31/15
8	No Applications	Mayor's Homelessness Lending	07/01/14	12/31/16
9	No Applications	Parking Advisory Board	07/01/14	12/31/17
10	No Applications	Parking Advisory Board*	07/01/14	12/31/14
11	No Applications	Parking Advisory Board*	07/01/14	12/31/17
12	Tom Llewellyn	Public Works Board	07/01/14	12/31/17
13	David Mosdal	Soil Conservation District	07/01/14	06/30/17
14	Benjamin Kerns	Tourism BID Board	07/01/14	06/30/18
15	No Applications	Traffic Control Board*	07/01/14	12/31/14
16	No Applications	Traffic Control Board	07/01/14	12/31/17

10 Unexpired term of William Gilbert

11 Unexpired term of Edward Arnold

15 Unexpired term of Brent Krueger

B. Bid Awards:

1. **Airport Terminal Building Hot Water Boiler Replacement Project.** (Opened 6/10/2014) Recommend Plumb MT, Inc.; \$271,000.
2. **W.O. 14-01, 2014 Water Main Replacement and Storm Drain Project, Schedule 1A.** (Opened 6/10/2014) Recommend Water Main Replacement to Western Municipal Construction, Inc; \$2,843,623. Recommend delay of Storm Drain Project until July 14, 2014.
3. **W.O. 14-02, Miscellaneous Curb, Gutter, Sidewalk, and Storm Drain Improvements Project.** (Opened 6/10/2014) Recommend J & J Concrete, Inc.; \$241,845.

C. Change Order #5 - \$18,433.83 and Change Order #6 - \$26,343.47; Empire Parking Garage, Sletten Construction Company; total - \$44,777.30.

- D. **Contract for Professional Services** with CTA Architects/Engineers for Facilities Master Plan; \$99,500.
- E. **Contract for Professional Services** with Kadrmas, Lee & Jackson for W.O. 14-09, Briarwood Reservoir Expansion; \$290,200.
- F. **Amendment #3, W.O. 10-19: Shiloh Conservation Area.** Professional Services Contract, DOWL HKM; \$65,211.
- G. **Approval** of joint city/county grant application and acceptance of 2014 Justice Assistance Grant (JAG) totaling \$77,737 for equipment purchases (Billings Police Department - \$66,515; Yellowstone County Sheriff's Office - \$11,222); and **approval** of Interlocal Agreement with Yellowstone County Sheriff's Office.
- H. **Approval of Sale** of 39,313 square foot utility easement along a portion of the north boundary of the Shiloh Conservation Area to NorthWestern Energy; \$7,469.47.
- I. **Approval** of appointment of Councilmember Pitman as Mayor Hanel's alternate to the PCC through December 31, 2015.
- J. **Approval** of Tax Increment Financing Assistance from East Billings Tax Increment Account to Carol Kraft for demolition of two blighted buildings and one blighted shed at 115 N. 22nd Street; \$6,343.
- K. **Acceptance of Donations** to the Parks Department for four memorial benches: Gerald and Sandra Bruns - \$1,855 for Riverfront Park; Ronald Lund - \$1,500 for Pioneer Park; Gary and Angie George - \$1,500 for park at corner of Locust and McDonnell Blvd; and Peter Heltborg - \$1,500 for Millice Park; total donations - \$6,355.
- L. **Resolution** amending the loan agreement for First Mortgage Housing Revenue Bond, Series 2004A and 2004B, for the Rose Park Plaza Project.
- M. **Resolution** closing Special Improvement District /Sidewalk Bond Debt Funds to SID Revolving Fund - \$152,317.
- N. **Second/Final Reading Ordinance expanding Ward IV (Annexation #14-02)** for approximately 19.5 acres located south of Grand Avenue near the intersection of Grand Avenue and 56th Street West. Regal Land Development, owner.
- O. **Preliminary Plat Two-Year Extension** for Lake Hills Subdivision, 33rd Filing; approximately 120 acres of land surrounding and including the west side of Lake Hills Golf Course; setting a new expiration date of June 13, 2015.

- P. Preliminary Subsequent Minor Plat** of Amended Lot 4A1, Block 1, Parkco Industrial Subdivision; two lots on approximately 3.197 acres of land generally located at 1140 South 29th Street West, south of Millennium Circle; Edward Hoem, owner; C&H Engineering, agent; conditional approval of the preliminary plat and adoption of the Findings of Fact.
- Q. Preliminary Major Plat** of DayBreak Subdivision; 74 new lots generally located east of the intersection of Grand Avenue and 56th Street West on the south side of Grand Avenue; Regal Land Development, Inc., owner; Scott Worthington, engineer; conditional approval and adoption of the Findings of Fact.
- R. Preliminary Major Plat** of Sartorie Subdivision; a 2.99-acre parcel generally located south of 1880 Hawthorne Lane on the northwest corner of Hawthorne Lane and Kyhl Lane. Richard and Mae Sartorie, owners; Blueline Engineering, agent; conditional approval and adoption of the Findings of Fact.
- S. Cancellation of Checks and Warrants.**
- T. Bills and Payroll:**
1. May 27, 2014
 2. June 2, 2014

REGULAR AGENDA:

2. **PUBLIC HEARING AND RESOLUTION** approving and adopting Fourth Quarter Budget Amendments for FY2013/2014. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
3. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward II to include recently annexed property in Annexation #14-01: a portion of Tract 2B, of Corrected Certificate of Survey 840, 2nd Amended, located north of Kyhl Lane in the Billings Heights currently addressed as 1880 and 1916 Hawthorne Lane; Richard Jr. and Mae L. Sartorie, owners. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
4. **PUBLIC HEARING AND SITE DEVELOPMENT ORDINANCE VARIANCE #OP-14-02:** A variance from BMCC Section 6-1200 allowing 10 fewer parking stalls on Lot 15A1, Block 2, Sunset Subdivision, 2nd Filing, located at 910 Grand Avenue. Billings 910 Grand Avenue, LLC, owner. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

PUBLIC COMMENT on Non-Agenda Items -- Speaker Sign-in required. (*Restricted to ONLY items not on this printed agenda. Comments here are limited to 3 minutes. Please sign in at the cart located at the back of the council chambers or at the podium.*)

COUNCIL INITIATIVES

ADJOURN

Additional information on any of these items is available in the City Clerk's Office.

Reasonable accommodations will be made to enable individuals with disabilities to attend this meeting. Please notify Cari Martin, City Clerk, at 657-8210.

Regular City Council Meeting

Meeting Date: 06/23/2014
TITLE: Boards & Commissions Appointments
PRESENTED BY: Tina Volek, City Administrator
Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The Mayor is requesting that the City Council confirm appointments for Board and Commission positions that are vacant due to resignations and positions at term end.

ALTERNATIVES ANALYZED

- Council may:
- Confirm the proposed appointments; or
 - Not confirm the appointments.

FINANCIAL IMPACT

The proposed action has no financial impact.

RECOMMENDATION

Mayor Hanel recommends that Council confirm the following appointments:

	Name	Board/Commission	Term	
			Begins	Ends
1	Charles Bushey	Animal Control Board	07/01/14	12/31/16
2	Cara Chamberlain	Animal Control Board	07/01/14	12/31/17
3	Randy Hafer	Billings BID	07/01/14	12/31/17
4	Rudi Marten	Billings BID	07/01/14	12/31/17
5	No Applications	Board of Appeals - Electrical	07/01/14	12/31/17
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7	No Applications	Housing Authority Res Comm	07/01/14	12/31/15
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11	No Applications	Parking Advisory Board*	07/01/14	12/31/17
12	Tom Llewellyn	Public Works Board	07/01/14	12/31/17
13	David Mosdal	Soil Conservation District	07/01/14	06/30/17
14	Benjamin Kerns	Tourism BID Board	07/01/14	06/30/18
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16	No Applications	Traffic Control Board	07/01/14	12/31/17

10 Unexpired term of William Gilbert
11 Unexpired term of Edward Arnold
15 Unexpired term of Brent Krueger

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: Bid Award for the Airport Terminal Building Hot Water Boiler Replacement Project

PRESENTED BY: Tom Binford, Director of Aviation & Transit

Department: Airport

PROBLEM/ISSUE STATEMENT

Included in the Airport's Capital Improvement Program is the Terminal Building Hot Water Boiler Replacement Project. The existing boiler was installed in 1971 and is part of a system of boilers that provides heat for the Terminal Building. This project will replace this old single boiler with three smaller, higher efficiency boilers. Installing multiple boilers will allow for individual boilers to be brought on line as needed to better match the heating requirements of the Terminal Building. Multiple boilers also allow for some redundancy in the event of a boiler failure. The installation of these new boilers will lower the Terminal Building's natural gas consumption, thereby saving energy and utility costs.

This project was advertised in the *Billings Times* on May 22, 29, and June 5, and was posted on the City's Web Site. On June 10, 2014, the following bids were received:

CONTRACTOR	BASE BID AND ALTERNATE
Plumb MT, Inc.	\$271,000
Midland Mechanical	\$294,000

ALTERNATIVES ANALYZED

The City Council may:

- Approve the award for the Airport Terminal Building Hot Water Boiler Replacement Project; or
- Decline to approve the award and delay this important project.

FINANCIAL IMPACT

The total cost of this project is \$271,000. Funding for this project is available in the Airport's Capital Account.

RECOMMENDATION

Staff recommends that the City Council approve the award for the Airport Terminal Building Hot Water Boiler Replacement Project to the low bidder, Plumb MT, Inc., for the amount of \$271,000.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: WO 14-01; 2014 Water Main Replacement and Storm Drain Project, Schedule 1A

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

W.O. 14-01, Schedule 1A, Water Main Replacement and Storm Drain Projects will replace water main, install storm drain, and make related improvements. All work will take place in Grand Avenue. Approximately 4,570 lineal feet of 12-inch water main will be replaced between 17th and 24th Street West. A water main pipe bursting alternate in lieu of complete open cut replacement was also included in the bid documents. Approximately 1,620 lineal feet of 18 to 30-inch storm drain will be installed between 19th and 21st Street West. Traffic control and temporary water provisions are included in the projects.

After being advertised in the Billings Times and City website on May 22, May 29 and June 5, the 2014 Schedule 1A Projects bids were opened on June 10. Staff recommends that the Schedule 1A Water Main Replacement Project be awarded to Western Municipal Construction in the amount of \$2,843,623.00. Due to the unavailability of storm drain funds until FY2015, we recommend that award of the Schedule 1A Storm Drain Project be delayed until July 14.

ALTERNATIVES ANALYZED

The Council may:

- Award a construction contract for W.O. 14-01, Schedule 1A Water Main Replacement in the amount of \$2,843,623.00; or
- Do not award a construction contract for this project. If this project is not constructed, the City's water distribution system in this area will continue to deteriorate, and the City's planned overlay of this section of Grand Avenue will need to be delayed or completed without important infrastructure improvements.

FINANCIAL IMPACT

Bids were received for Schedule 1A of W.O. 14-01 and the following table shows the results of the water main replacement project:

	Western Municipal Construction, Inc.	Dick Anderson Construction, Inc.
Open Cut Base Bid (includes temporary asphalt alternative)	\$2,843,623.00	\$3,085,470.00
Pipe Bursting Alternate	No Bid	No Bid
TOTAL BID	\$2,843,623.00	\$3,085,470.00

Funding for the project was budgeted in FY2014 and the source is water funds.

Results for Schedule 1A Storm water will be presented in the Council memo for July 14.

RECOMMENDATION

Staff recommends that Council award a contract for WO 14-01, Schedule 1A, Water Main Replacement Project to Western Municipal Construction, Inc. in the amount of \$2,843,623.00 and that Council delay the award of a contract for WO 14-01, Schedule 1A Storm Drain Project until the July 14 meeting.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: W.O. 14-02 Miscellaneous Project Bid Award

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

The project consists of curb, gutter, sidewalk, and storm drain improvements at various locations around the city. The program's purposes are to complete annual improvements that deal with tripping hazards, drainage problems, property owner requests, complaints, and other miscellaneous concrete work brought to the attention of the City Engineer's Office. Bids were opened on June 10, 2014, and three bids were received. J & J Concrete, Inc. submitted the lowest responsible bid.

ALTERNATIVES ANALYZED

The Council may:

- Award the contract for W.O. 14-02 to J & J Concrete, Inc. in the amount of \$241,845.00; or
- Reject all bids and do not award a contract for W.O. 14-02. If bids are rejected, damaged or missing concrete and tripping hazards would remain instead of being replaced.

FINANCIAL IMPACT

The following bids were received and evaluated for W.O. 14-02:

Contractor	Base Bid
J & J Concrete, Inc.	\$241,845.00
CMG Construction, Inc.	\$268,205.00
Knife River - Billings	\$373,537.50

The project was budgeted in FY14 and the sources are direct property assessments, storm drain funds, gas tax funds, and water/sewer funds.

Project Budget	\$512,500.00
Previously Encumbered	\$0
This contract	\$241,845.00
Budget remaining	\$270,655.00

RECOMMENDATION

Staff recommends that Council award the contract for Work Order 14-02 Miscellaneous Project project to J & J Concrete, Inc. in the amount of \$241,845.00.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: Empire Parking Garage Change Order #5 and #6

PRESENTED BY: Bruce McCandless, Assistant City Administrator

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The Empire Parking Garage will be completed in mid-late June, 2014. Two change orders are being presented to Council. Change Order #5 adds \$18,433.83 to the contract to make minor changes in the parking controls, doors and sign attachments. Change Order #6 increases the contract by \$26,343.47 for high quality finishes for the skybridge between the parking garage and the Northern Hotel. These finishes were requested by the Northern and it will reimburse the City for these expenses. Total changes equal \$1,402,361.07 One more change order is expected and will contain the weather related delay expenses incurred by the contractor through the past record winter.

ALTERNATIVES ANALYZED

There are no viable alternatives to approving the change orders.

FINANCIAL IMPACT

The two change orders equal \$44,777.30. All six change orders equal about 12% of the approved project and sufficient contingency remains in the budget.

RECOMMENDATION

Staff recommends that the City Council approve Empire Parking Garage Change Orders #5 and Change Order #6 for \$18,433.83 and \$26,343.47 respectively.

APPROVED BY CITY ADMINISTRATOR

Change Order 5

Change Order 6



Design-Build Change Order Form

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

Change Order Number: Five	Change Order Effective Date: (date when executed by both parties)
Project: Empire Parking Garage	Design-Builder's Project No: 274996
	Date of Agreement: October 22, 2012
Owner: City of Billings	Design-Builder: Sletten Construction Company

Scope of the Change:

1. Change server room location to basement of The Northern Hotel
2. Modify gate control equipment and software
3. Change single door to double door at storage room
4. Install embeds for future blade sign on Montana Ave.

Original Contract Price: \$ 11,500,000.00

Net Change by Previous Change Order No(s): ONE to: FOUR \$ 1,357,583.41

This Change Order Increase/Decrease (attach breakdown): \$ 18,433.83

New Contract Price: \$ 12,876,017.24

Original Contract Completion Date: February 7 2014

Adjustments by Change Order No(s) ONE to: FOUR 66 (calendar days)

This Change Order Contract Time Increase/Decrease: 0 (calendar days)

Revised Substantial Completion Date: April 5 2014

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

OWNER:

By: _____

Printed Name: _____

Title: _____

Date: _____

DESIGN-BUILDER:

By: Shawn Warner

Printed Name: Shawn A. Warner

Title: Vice President

Date: 5-9-2014



Design-Build Change Order Form

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

Change Order Number: Six	Change Order Effective Date: (date when executed by both parties)
Project: Empire Parking Garage	Design-Builder's Project No: 274996
	Date of Agreement: October 22, 2012
Owner: City of Billings	Design-Builder: Sletten Construction Company

Add sky bridge finishes as selected by The Northern Hotel.

Scope of the Change:

Original Contract Price:	\$ 11,500,000.00
Net Change by Previous Change Order No(s): ONE to: FIVE	\$ 1,376,017.24
This Change Order Increase/Decrease (attach breakdown):	\$ 26,343.47
New Contract Price:	\$ 12,902,360.17

Original Contract Completion Date:	February 7	2014
Adjustments by Change Order No(s) ONE to: FIVE	66	(calendar days)
This Change Order Contract Time Increase/Decrease:	0	(calendar days)
Revised Substantial Completion Date:	April 5	2014

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

OWNER:

By: _____
Printed Name: _____
Title: _____
Date: _____

DESIGN-BUILDER:

By: _____
Printed Name: Shawn A. Warner
Title: Vice President
Date: _____

Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: Professional Services Contract for Facilities Master Plan

PRESENTED BY: Tina Volek, City Administrator

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The City of Billings Administration solicited RFP's for Professional Services to complete a Facilities Master Plan for the City's primary facilities other than Airport or Public Works Water/Wastewater Operations. These services will also address a more immediate need to assess the Municipal Court/Police and City Attorney operations within City Hall to specifically address the current space challenges with that facility and make recommendations per a Council Initiative for the City Administrator.

ALTERNATIVES ANALYZED

Over the years, there have been partial looks at addressing specific facility needs, but since the inventory/assessment of Facilities was done for the City of Billings in 2001, there has not been any long-range look at the City's Facilities. In that time, the City has grown from three (3) primary downtown facility locations to five (5), all with customer access.

This process will make some recommendations to the City for the near term on the Municipal Court/Police/Attorney issues, and some long-range recommendations for the City in, primarily, their downtown core operations.

RFP's were submitted by three (3) local firms and the selection committee is recommending awarding a Contract for these Services to CTA, whose RFP was selected as the most fitting the scope of requested services.

FINANCIAL IMPACT

The cost of this contract is \$99,500 and is in the FY2014 budget. This investment will help to organize and plan future changes so the City does not make office changes and investments to meet short-term needs only.

RECOMMENDATION

City Staff recommends approval of a Contract for Professional Services with CTA Architects/Engineers for \$99,500 to complete the process defined within the scope of the RFP and provide that product to the City of Billings.

APPROVED BY CITY ADMINISTRATOR

CTA FMP Contract

Contract for Professional Services

Project: City of Billings Facilities Master Plan

In consideration of the mutual promises herein, **City of Billings**, PO Box 1178, Billings, MT 59103, and **CTA Architects Engineers, 13 North 23rd Street, Billings, MT 59101**, 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 1 page titled ***Scope of Services and Professional Fees***

Appendix F consisting of Certificate(s) of Insurance

PART I SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City of Billings Assistant City Administrator, Bruce McCandless.
- B. "Billings" means the City of Billings.
- C. "Contractor" means CTA. Project contact at CTA is Bob La Perle, Sr. Project Manager.

Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
- B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix A and incorporated herein by reference for services actually performed under this Contract.
- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
- D. The Contractor shall provide drawings and specifications as outlined in the Scope of Services in Appendix A on paper and in digital format, as approved by the City of Billings, to the Administrator.

Section 3. Time for Performance

- A. This Contract becomes effective when signed on behalf of Billings.
- B. A project schedule will be developed upon project start-up on July 7, 2014 and project will be completed by **November 21, 2014**, with an interim report on the Municipal Court/Police project recommendations by October 15, 2014.
- C. The Contractor shall commence performance of the Work described in Section 2 on receipt of Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix A.

Section 4. Compensation; Method of Payment.

Total fee for this project is Ninety-Nine Thousand, Five Hundred Dollars (\$99,500). Contractor may submit partial invoicing for milestone completions and an invoice upon completion marked "final". The City of Billings will pay Contractor within 30 days of receiving an acceptable invoice that is approved by the Project Manager.

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

- A. If Billings terminates the Contractor's services for convenience, Billings shall pay the Contractor for its actual costs reasonably incurred in performing before termination and Billings shall pay for services rendered prior to termination. Payment under this Subsection shall never exceed the total compensation allowable under Section 4 of this Part. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Billings.
- B. If the Contractor's services are terminated for cause, Billings shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed ninety percent (90%) of the total compensation allowable under

Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Contractor under this Contract shall become the property of Billings at its option.

- C. If the Contractor receives payments exceeding the amount to which it is entitled under Subsections A or B of this Section, he shall remit the excess to the Administrator within 30 days of receiving notice to do so.
- D. The Contractor shall not be entitled to any compensation under this Section until the Contractor has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.
- E. If the Contractor's services are terminated for whatever reason the Contractor shall not claim any compensation under this Contract, other than that allowed under this Section.

Section 7. Insurance.

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

Section 8. Assignments.

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

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

- A. Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this Contract shall be the property of Billings, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. Contractor shall retain rights to pre-existing

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. Subcontracts.

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

- A. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefor.

- B. Every subcontract under which the Contractor delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Contractor.
- C. Every subcontract in an amount exceeding \$1,000 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract.

PART II GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

- A. This Contract shall only be amended, modified or changed 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: Michael Tuss, Principal or designee

Billings: Mayor, Thomas Hanel or designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

Section 10. Inspection and Retention of Records.

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

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

City of Billings

CTA Architects Engineers

Thomas Hanel, Mayor

Date: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By _____

BRENT BROOKS, City Attorney

APPENDIX A

SCOPE OF SERVICES OF CONTRACTOR AND PROFESSIONAL FEES



June 10, 2014

Saree Couture
Facilities Manager
City of Billings
P.O. Box 1178
Billings, Montana 59103

RE: City of Billings Facilities Master Plan
Fee Proposal - revised

Dear Saree

Based on our discussions and review of options proposed in our letter dated May 14, 2014 we offer the following revised proposal for the facilities master planning efforts. The CTA/CGL approach to the Planning process would include the (4) phases listed below. Included in the list are the proposed deliverables and on-site interaction with the visiting consultant team.

Phase 1 Needs Assessment (RFP scope items 1 & 3) – visioning session, surveys & and on-site interviews w/ City Key Staff over 2-3 days. (Consultant Visit #1); Deliverable – Meeting Minutes

Phase 2 Facilities Evaluation (Scope Items 2, 4, 5, 6, 8, 9 & 10) - “visual” assessment (only), Review and up-date 2001 Facilities Study adding buildings not covered (based on drawings provided by city) and tour of other Buildings referenced for the downtown scope. Developing a report Summarize existing adjacencies, limitations and opportunities observed in phase 1. Deliverable - Report #1.

Phase 3 Development Options (Scope Items 6, 7 & 10) – Design Concepts (bubble Diagrams) detailing options including detailed plan for user needs in the former City Hall building. Deliverable - Plan drawings; also includes a workshop (Consultant Visit # 2)

Phase 4 Strategic Plan Development – “order of magnitude” project cost estimates and the recommended master space and phasing plans. This phase would include the final report and presentation to the City Council.

TOTAL FEE for Phases 1-4 as described above

\$99,500.00

In order to align our fee with your budget goal we have removed planned engineering assessments of buildings, reduced the number of consultant site visits and removed the optional web based presentation tool listed in the prior proposals. If approved by City Council in the June 23rd meeting we would propose the planning start the week of July 07, 2014 with a target completion of November 15, 2014.

If this approach and proposed Fee is acceptable please forward a draft Contract for our review. CTA\CGL look forward to working with the City of Billings on this project.

Sincerely,
CTA ARCHITECTS ENGINEERS

Robert La Perle, AIA
Sr. Project Manager

APPENDIX F

INSURANCE CERTIFICATE(S)
(to be attached)

Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: W.O. 14-09--Briarwood Reservoir Expansion, Professional Services Contract with Kadrmas, Lee & Jackson, Inc.

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

The City has a need for additional water storage in the Zone 4 South pressure zone in the Briarwood area. There is currently a 186,000 gallon tank serving this area, but the City of Billings Master Plan calls for approximately 1 million gallons (MG) to meet projected needs. To help overcome this deficit, a new tank must be built. The City has easements in place for the land on which the existing tank sits, and the new tank will likely be built on this land as well. A preliminary study will be done to determine the most cost-effective location and type of tank, followed by design, bidding, and construction. Proposals were requested from qualified consulting firms to provide these professional services. Four firms responded to the RFP, and Kadrmas, Lee & Jackson (KLJ) was chosen as the preferred consultant.

ALTERNATIVES ANALYZED

The Council may:

- Award a Professional Services Agreement to Kadrmas, Lee & Jackson (KLJ); or
- Do not award an agreement to KLJ and delay the project.

FINANCIAL IMPACT

The project budget includes \$300,000 approved in the FY 2014 budget and \$1.45 million approved in the FY 2015 budget. The project will be funded by a State Revolving Fund (SRF) loan and supplemented by water funds. There are sufficient funds available to cover the costs of the Professional Services Contract.

Maximum amount being requested: \$290,200.00

RECOMMENDATION

Staff recommends that Council authorize the Mayor to execute the Professional Services Contract with Kadrmas, Lee & Jackson, Inc. for W.O. 14-09--Briarwood Reservoir Expansion in the amount of \$ 290,200.00.

APPROVED BY CITY ADMINISTRATOR

KLJ Contract

Appendix A

Appendix B

Appendix C

Appendix C

Appendix E

Appendix F

Contract for Professional Architectural and Engineering Services

Project: W.O. 14-09—Briarwood Reservoir Expansion

In consideration of the mutual promises herein, City of Billings and Kadrmas, Lee & Jackson, 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 8 pages (Basic Services of Consultant);

Appendix B consisting of 2 pages (Methods and Times of Payment);

Appendix C consisting of 1 page (Additional Services of Consultant);

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

Appendix E consisting of 1 page (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 Kadrmas, Lee & Jackson, 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 a minimum of one (1) copy of full-size and two (2) copies of half-size hard copy as-built drawings and two (2) CDs containing as-built drawings 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, 2015.

Section 4. Compensation; Method of Payment.

- A. Subject to the Contractor's satisfactory performance, Billings shall pay the Contractor no more than two hundred ninety thousand two hundred and no/100 dollars (\$290,200.00) 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 Contractor within 30 days of receiving an acceptable invoice.
- C. The Contractor 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 Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

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

Section 7. Insurance.

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

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

Section 8. Assignments.

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

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

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

Section 10. Notices.

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

Billings: Will Robbins
City of Billings
Public Works Engineering
2224 Montana Avenue
Billings, Montana 59101
e-mail: robbinsw@ci.billings.mt.us
FAX: (406) 237-6291

Contractor: Carl Jackson
Kadrmass, Lee & Jackson
2611 Gabel Road
Billings, MT 59102
e-mail: Carl.Jackson@kljeng.com
FAX: 855-288-8055

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

- A. This Contract shall only be amended, modified or changed 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:

Consultant: Department 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 arising from wrongful or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the Contract.
- B. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Contractor, the Contractor shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the Contractor's or any subcontractor's wrongful or negligent acts occurring as a result from the Contractor's performance pursuant to this Contract.

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

Contractor

Mayor

Kadrmass, Lee & Jackson, Inc.

Date: _____

ATTEST:

Name: _____

Title: _____

Date: _____

City Clerk

IRS Tax ID # _____

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

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 Carl Jackson.

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 Will Robbins, working under the City Engineer, Debi Meling.

Section 3. Scope of Work.

PROJECT DESCRIPTION

- The Feasibility Study and Preliminary Design Phase will include a distribution system analysis to establish the tank elevation, storage analysis to size the tank, and alternatives analyses to determine the type and location of the tank.
- The Design and Construction phases consists of the design and construction of a water storage tank and appurtenances east of the Briarwood subdivision in Zone 4 South.

SERVICES TO BE PERFORMED

1. Feasibility Study and Preliminary Design Phase

a. Project Management, Meeting Attendance, QA/QC, Stakeholders Coordination

Conduct internal and City kick-off meetings. Create a project work plan. Coordinate with City of Billings staff and KLJ design team and subconsultants. Complete monthly invoicing per City of Billings requirements. Coordinate quality assurance and quality control activities. Attend review and progress meetings with City of Billings and outside stakeholders. Public meetings are not included.

b. Distribution System and Storage Analysis

Recommend a tank size and operating elevations. Tank sizing will be based on existing and projected populations for the area served by the tank. It is assumed this population information will be provided by the City or readily available in existing planning documents. Developing a population projection for the service area is outside this Scope of Services. Develop a technical memorandum (TM) addressing the service area, tank sizing and operating range.

c. Site and Access Evaluation

Analyze the existing site to determine whether or not it is suitable for the type

and size of tank needed by the City. This analysis will address geotechnical considerations, site constructability, and site accessibility. Two (2) access road route alternatives will be analyzed including using the existing access road exclusively or using the existing road in conjunction with a temporary road along the ridge to the northwest of the site. Recommend the temporary access road route best suited to the City's needs. Based on the needs of the City, recommend either the existing site be used for the new tank or alternative site(s) be analyzed. Develop a TM addressing the site evaluation and recommendations.

d. Alternative Site Evaluation – (Not Included)

e. Tank Alternative Analysis

Analyze up to (3) three tank types such as pre-stressed concrete, welded steel, and cast in place concrete. Recommend a type of tank best suited to the City's needs and based on a life cycle cost analysis. Develop a TM addressing the tank type.

f. Design Survey

Complete and furnish design survey of existing site and primary access road to include contours, existing surface features, and above and known below ground utilities. Design survey will include the existing site and the area encompassing the site to allow for hilltop grading to accommodate a larger tank. Construction drawings will be developed. Download the field survey data and generate AutoCAD base maps for plan drawings.

Existing known parcel corner locations, property boundaries and easements will be provided by City and are not included.

g. Geotechnical Report

Provide a geotechnical investigation and report for the final site selected for construction of the new tank.

h. Feasibility Study

Compile technical memorandum(s) and summarize other feasibility level work into a Feasibility Study. The Feasibility Study will address:

- Distribution System and Storage Analysis
- Site and Access Evaluation
- Salvage-ability of existing tank

i. Preliminary Engineering Report

Provide a SRF level Preliminary Engineering Report (PER) outlining the recommended site, tank size, tank elevation, tank type, and aeration system. The PER will include feasibility level design for the tank and appurtenances which will be used to develop preliminary cost estimates for the work. Evaluate the existing bolted steel tank and provide recommendations for potentially relocating the tank to a new site. The purpose of this PER will be used to secure SRF funding for the tank. The PER will only follow the Montana Uniform

Application Format to the extent needed to meet SRF requirements and is not intended to be used for applying for funding that requires a full Uniform Application PER. Preparation of such a PER is outside this Scope of Services.

j. State Revolving Fund Assistance

Provide feasibility level design information to the City needed for the SRF loan application. Provide design documents, bidding documents, record drawings, and operation and maintenance manuals to DEQ as needed per SRF requirements. Attend one-year warrantee walkthrough and provide performance certification as required by SRF. It is expected this performance certification form will be provided by the City.

2. Design Phase Services

a. Easement Preparation

Provide assistance to create and obtain temporary or permanent easements as needed for access, construction and/or staging. Boundary information including existing easements, existing legal descriptions and property corner locations will be provided by the City. This task includes exhibit preparation and legal descriptions, but does not include related field work.

b. Environmental Report & FAA Permit

This Scope of Services assumes the site will be a categorical exclusion with regard to environmental permitting. Environmental work beyond that required for a categorical exclusion is not included in this Scope of Services. If additional Environmental work is required, out of scope costs will be negotiated. Necessary FAA (Federal Aviation Administration) investigation and permit application will be completed.

c. Site Plan and Grading

Prepare draft plans and specifications for the selected alternative. Site plan will include grading and site piping to re-connect to the City of Billings water system. It will also include site restoration, seeding, and tank overflow outfall.

d. Tank Design & Aeration System

Prepare draft plans and specification for storage tank and appurtenances including coatings and mixing/aeration. Based on the limited electrical power to the site, it is assumed mixing will be accomplished with a Solar Bee or similar type mixing/aeration system, and respective draft plans and specifications will be prepared.

e. Road Design

Prepare draft plans and specifications for access road.

f. Electrical/Control System Design

Prepare draft plans and specifications for electrical and control systems

g. Contract Documents

Develop draft Bidding and General Requirements of the project specifications including sections as required for SRF funding.

h. 50% Plans and Specifications

Prepare 50% plans, specifications, and cost estimates and submit to the City for review and concurrence. Facilitate a 50% design review meeting with the City Staff to discuss review comments on these draft design services.

i. Site Plan and Grading

Prepare 95% plans and specifications for the selected alternative. Site plan will include grading and site piping to re-connect to the City of Billings water system.

j. Tank Design

Prepare 95% plans and specifications for storage tank and appurtenances.

k. Road Design

Prepare 95% plans and specifications for access road.

l. Electrical/Control System Design

Prepare 95% plans and specifications for electrical and control systems.

m. Contract Documents

Develop 95% Bidding and General Requirements of the project specifications.

n. 95% Plans and Specifications

Prepare final draft plans, specification, and cost estimate for the selected alternative as determined in 50% review meeting. The 95% plans, specifications, and cost estimates will be submitted to the City for review and concurrence. This cost estimate will be used for bidding unless changes are required as a result of the Montana Department of Environmental Quality (DEQ) review.

Facilitate a 95% design review meeting with the City Staff to discuss review comments on these final draft design services.

o. Finalize Plans and Specifications and Submit to MT-DEQ

Using input from the 95% review meeting, the plans and specifications will be finalized. Completed plans and specifications will be submitted to the Montana DEQ for review. The City of Billings will be responsible for any review fees.

p. Prepare Building Permit

Fill out the City's standard building permit application and provide all support documentation to obtain permit(s). The City will pay for the review and application fees for the permit(s).

3. Bidding Phase Services

a. Finalize Bid Documents

Finalize Bid Documents following Department of Environmental Quality review in preparation for bid advertising. Make changes required by Department of Environmental Quality (if any). Finalize dates in Bid Documents. Assist the City with advertising for bids. The City will be responsible for the costs of advertisement.

b. Print and Distribute Plans and Specifications

Prepare and furnish final plans and specifications with sufficient number of copies for bidding, and contracts. Distribute plans to perspective bidders. A planholder's list will be maintained.

c. Pre-Bid Conference

Schedule and facilitate a pre-bid conference. Answer questions that arise, and issue addenda as needed throughout the bidding process.

d. Bid Opening, Bid Tabulation and Recommendation of Award

Attend the project bid opening with the City. Analyze bids, provide a bid tabulation, and make a recommendation of construction contract award.

e. Notice of Award

Prepare notice of construction contract award.

f. Contracting

Prepare contracts and coordinate contract execution between City and Contractor.

g. Conform Documents

Assemble Conform Documents (originals) for City, Contractor and Engineer and prepare Conformed Copies for distribution to City, Contractor, DEQ and Engineer as working copies.

4. Construction Phase Services

a. Preconstruction Conference

Schedule and facilitate with all parties, a preconstruction conference to discuss the Contractor's proposed construction aspects, schedule and various requirements of the project specifications.

b. Notice to Proceed

Prepare notice to proceed for the City to review, execute, and issue.

c. Construction Survey

Establish horizontal and vertical control for the various project components. Provide construction staking for the project. This Scope of Services does not include resetting disturbed survey markers or monuments.

d. Submittal Review

Review of construction submittals for compliance with plans and specifications.

e. Construction Administration

Provide coordination and administration of project construction activities. Prepare project correspondence, monthly construction pay estimate forms, and funding agency reports if required. Review certified pay-rolls (from contractor and sub-contractors) for compliance. Conduct wage interviews with contractor and sub-contractor laborers as required for SRF funding. Review requests for information (RFI) and provide appropriate response. Evaluate change order requests and provide recommendations to the City. Facilitate negotiations on change orders if any from either the City or the Contractor, and prepare change orders.

f. Review Progress Schedules

Review construction progress schedule to identify conformance with project schedule.

g. Progress Meetings

Schedule and conduct meetings to discuss project with the City and Contractor. Schedule meetings and/or conference calls twice a month or as needed during construction operations.

h. Coordinate Quality Assurance Testing

Coordinate quality assurance (QA) testing with the Contractor and independent testing laboratories. Review testing results and advise Contractor of noncompliant work. The costs for geotechnical and concrete or any other QA testing are the responsibility of the City.

i. Construction Observation

Provide site observations to ensure Contractor complies with plans and specifications. Observation will take place during construction phases including visual observation for the installation of the water main piping and components, concrete foundation, and tank. It is expected three hundred forty (340) hours of resident project representative (RPR) time will be sufficient to provide necessary construction observation throughout the construction of the project. This includes one hundred sixty (160) hours for full time observation of foundation construction and underground pipe construction. It also includes one hundred eighty (180) hours of part time RPR for trips during tank erection. RPR hours beyond this estimation are outside this Scope of Services. Construction observation includes maintaining a diary of construction activities, observations, and material quantities.

j. Design Team Site Visit

Design team to conduct periodic site visits as needed in addition to progress meetings described above.

k. Welding/Coatings Quality Assurance Testing – Not Included

(This Scope of Services assumes the tank will be constructed of pre-stressed concrete and will not require welding/coating QA testing.)

5. Final Services

a. Project Startup

Be present for project startup to help ensure proper functioning of the tank and related systems.

b. Substantial Completion Walkthrough

Schedule and facilitate a walkthrough with the Contractor and City to review all project components. Prepare a punch list of incomplete or unsatisfactory items to be resolved before final project closeout. Create and issue Certificate of Substantial Completion.

c. Final Walkthrough and Project Closeout

Schedule and facilitate a final walkthrough with the Contractor and City to review the punch list developed during the substantial completion walkthrough to ensure punch list items satisfactorily completed.

d. Record Drawings

Prepare record drawings for the project. Supply the City with three (3) paper copies (1 full-size, 2 half-size) and 2 CDs with PDF files of the record drawings. Supply the Department of Environmental Quality with record drawings.

e. 1-Year Warranty Inspection

Approximately 11 months after substantial completion, schedule with all parties and be present at a 1-year warranty walkthrough of all project components. Coordinate warranty repairs with contractor.

f. Operations and Maintenance Manual

Deliver (2) draft copies of the O&M manual to the City and (1) draft copy to DEQ in Helena for review. Upon approval of the final version provide (2) hard copies and (2) CDs with PDF files to the City. Provide (1) hard copy to DEQ in Helena.

DELIVERABLES PROVIDED BY KLJ

1. Feasibility Study and Preliminary Design Phase TMs
2. SRF level Preliminary Engineering Report, including preliminary cost estimate
3. 50% draft plans and specifications
4. 95% final draft plans specifications and cost estimate
5. Final plans and specifications
6. Record Drawings – three paper copies (one 22"x34" and two 11"x17") and 2 CDs with PDF files
7. Documentation to meet SRF requirements including O&M manual

Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services

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

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

- A. The Engineer shall be paid based upon actual time accrued, but not to exceed the following amounts:

\$ 100,200 Feasibility Study and Preliminary Design

\$ 87,600 Final Design

\$ 91,200 Bidding and Construction Administration

\$ 11,200 O & M Manuals and SRF Loan Assistance

\$ 290,200

- B. Final payment shall be the above stated basic fee less all previous payments.
- C. The not-to-exceed amount includes compensation for Engineer's services and services of Engineer's consultants. Appropriate amounts have been incorporated to account for labor, overhead, profit, and reimbursable expenses.

Section 2. Payments for Extra Services when Authorized by Billings

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study shall be paid for 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

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

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

Appendix D

Schedule of Professional Fees

Not Used

Appendix E

Project Schedule

Based on a notice to proceed by Billings dated no later than July 1, 2014, the targeted completion date for the Engineer's work shall be:

MILESTONES

Site Selection	### ##, 201#
Topographic Field Survey	### ##, 201#
Geotechnical Investigation	### ##, 201#
Distribution System TM	### ##, 201#
Site Evaluation TM	### ##, 201#
Tank Alternative Analysis TM	### ##, 201#
Feasibility Study	### ##, 201#
Preliminary Engineering Report (PER)	### ##, 201#
50% Design Submittal	### ##, 201#
50% Design Review Meeting	### ##, 201#
95% Design Submittal	### ##, 201#
95% Design Review Meeting	### ##, 201#
Final Design Submittal to DEQ	### ##, 201#
Advertise for Bids	### ##, 201#
Bid opening	### ##, 201#
Construction	### ##, 201#

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

(Attach Certificate(s) of Insurance)

Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: W.O. 10-19; Shiloh Conservation Area Professional Services Contract Amendment #3

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

This Professional Services Contract Amendment #3 with DOWL HKM is to provide for additional construction administration services for Work Order 10-19; Shiloh Conservation Area. The original contract for Preliminary Design and Feasibility was approved at the March 12, 2012, City Council meeting in the amount of \$105,909. Contract Amendment #1 provided final design and construction administration services and was approved at the December 17, 2012, City Council Meeting in the amount of \$780,565. Contract Amendment #2 provided a scope alteration after the first bidding attempt where bids exceeded the budget and aspects of the project related to design and professional services needed to be re-evaluated. Contract Amendment #2 was processed with no alteration to the budget because at the time the total amount of construction administration needed could not be accurately identified. Contract Amendment #3 will provide for the remainder of construction administration services for this project.

ALTERNATIVES ANALYZED

The Council may:

- Approve this Professional Services Contract Amendment #3 in the amount of \$65,211; or
- Do not approve this Professional Services Contract Amendment #3. If Contract Amendment #3 is not approved, the City will need to determine an alternate method to provide construction administration.

FINANCIAL IMPACT

This Professional Services Contract Amendment #3 is for \$65,211 and will be paid from Stormwater Funds.

RECOMMENDATION

Staff recommends that Council approve Professional Services Contract Amendment #3 with DOWL HKM in the amount of \$65,211 for additional construction administration services for W.O. 10-19; Shiloh Conservation Area.

APPROVED BY CITY ADMINISTRATOR

W.O. 10-19 Contract Amendment #3

AMENDMENT NO. 3
TO
CONTRACT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
CITY OF BILLINGS WORK ORDER 10-19,
SHILOH CONSERVATION AREA

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 N. 32nd Street, STE 700
Billings, Montana 59101
Hereinafter designated the Contractor

WITNESSETH:

WHEREAS, the City and Contractor have entered into a contract dated March 12, 2012, and Contract Amendment #1 dated December 17, 2012 and Contract Amendment #2 dated December 4, 2013 for Contractor to provide engineering services to the City for Work Order 10-19, and;

WHEREAS, the City has need to amend the scope of the professional services, and;

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

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

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

Appendix A, Section 3 is amended as follows:

The scope of work within Amendment No. 1 shall be amended such that the contractor shall be compensated for work required to assist the City during construction with additional support

and following construction to ensure proper establishment and operation of the conservation area project.

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

A. Addition for tasks detailed above: \$65,211.00

Contract Amendment #3 (This Contract)	\$65,211.00
Contract Amendment #2	(\$0.00)
Contract Amendment #1	\$780,565.00
<u>Original Contract</u>	<u>\$105,909.00</u>
Total W.O. 10-19 Contract	\$951,685.00

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

CONSULTANT

NAME: DOWL HKM

BY: _____

TITLE: Regional Manager

DATE: _____

CITY OF BILLINGS, MONTANA

BY: _____

TITLE: Mayor

DATE: _____

Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: 2014 JAG Application and Acceptance of Award in the amount of \$77,737

PRESENTED BY: Rich St. John, Police Chief

Department: Police

PROBLEM/ISSUE STATEMENT

The City has been notified that funding is available for the 2014 Justice Assistance Grant (JAG). This \$77,737 grant is a joint application between the Billings Police Department and the Yellowstone County Sheriff's Office, with the Billings Police Department acting as administrator of the grant. The Yellowstone County Sheriff's Office (YCSO) will use its \$11,222 allocation to purchase equipment to be used in search and rescue operations as well as equipment to enhance their less than lethal tactical equipment. The Police Department plans to use its \$66,515 allocation to purchase interior patrol car equipment, patrol rifle ammunition, 5 radar units, 4 Tasers, NIK Drug Kits, 5 Glocks, ballistic shields, bike patrol, ceremonial and honor guard uniforms, as well as other supplies and promotional materials.

The attached interlocal Agreement has been approved by the County Commissioners. The interlocal Agreement is part of the application submittal. Staff is requesting Council approval to submit the application, accept the \$77,737 grant award, approve the interlocal agreement with Yellowstone County and authorize the Mayor to sign the award documents when they are received.

ALTERNATIVES ANALYZED

Council may:

- Approve the application and acceptance of award of the 2014 JAG Grant in the amount of \$77,737; or
- Not approve the application and acceptance of award of the 2014 JAG Grant in the amount of \$77,737. This action would result in the City's General Fund having to absorb costs to maintain patrol cars and ammunition.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that the City Council approve the 2014 JAG application submission in the amount of \$77,737, accept the grant award, approve the interlocal agreement with Yellowstone County and authorize the Mayor to sign the award documents when they are received.

APPROVED BY CITY ADMINISTRATOR

Interlocal Agreement Not Signed

**THE STATE OF MONTANA, COUNTY OF YELLOWSTONE
INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BILLINGS, AND YELLOWSTONE COUNTY
2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
\$77,737 #2014-H3362-MT-DJ**

This Agreement is made and entered into this ____ day of _____, 2014, between the City of Billings (CITY) acting through its Mayor, and Yellowstone County (COUNTY) acting through its Chairman of the Board of County Commissioners.

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

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

WHEREAS, the City agrees to provide the County \$11,222.00 from the JAG award.

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

WHEREAS, the CITY and the COUNTY believe it to be in their best interests and the best interests of both of them to reallocate the JAG funds in this matter so as to continue to qualify for future JAG awards and in order to maximize the benefit from this 2014 JAG award.

NOW THEREFORE, the CITY and COUNTY agree as follows:

The purpose of this agreement is to provide a binding promise by the City of Billings to share the proceeds of a \$77,737.00 JAG award with the County of Yellowstone.

This agreement shall commence on the date the Justice Assistance Grant (JAG) is funded by the U.S. Department of Justice, and the funds are received by the City, and it shall terminate on September 30, 2018, unless the parties mutually agree, in writing, to an earlier termination date. This cooperative undertaking shall be financed exclusively from the JAG proceeds. CITY agrees to pay the COUNTY a total of \$11,222.00 of JAG funds. The COUNTY agrees to use \$11,222.00 for the program between the date of this agreement and September 30, 2018, the last day on which these funds may be spent, according the terms of the JAG.

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

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

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

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

City of Billings, Montana

County of Yellowstone

/s/ Thomas W. Hanel, Mayor

/s/ Jim Reno, Chairman
Yellowstone County Commissioners

APPROVED AS TO FORM:

/s/ Kelly Addy
City Attorney's Office

/s/ Kevin Gillen
Yellowstone County Attorney's Office

Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: Conveyance of Utility Easement to NorthWestern Energy within Shiloh Conservation Area

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

NorthWestern Energy has asked if they can purchase a 25-foot wide easement from the City of Billings along a portion of the north property line of the Shiloh Conservation Area so they can provide added capacity to their system in west Billings. The easement will begin at 44th Street West and run east a distance of 1573-feet. NorthWestern Energy approached the City during the design of the Shiloh Conservation Area and the design was able to accommodate space for this easement without the site losing functionality. At this time NorthWestern Energy does not know the size of the poles and voltage to be transmitted, but there is a chance the easement could be used for transmission which may require poles as tall as 65-feet. There would probably be five or six poles in the easement.

ALTERNATIVES ANALYZED

The Council may:

- Grant the sale of a utility easement to NorthWestern Energy in the amount of \$7,469.47; or
- Do not grant the sale of a utility easement to NorthWestern Energy in the amount of \$7,469.47.

FINANCIAL IMPACT

NorthWestern Energy will pay the City of Billings \$7,469.47 for the utility easement. The price for the easement was based upon charging NorthWestern Energy the same square foot price the City of Billings purchased the land for the Shiloh Conservation Area. The area of the easement is 39,313 square feet and the price per square foot is \$0.19 for a total of \$7,469.47.

RECOMMENDATION

Staff recommends that Council accept the purchase of the utility easement by NorthWestern Energy along a portion of the north boundary of the Shiloh Conservation Area in the amount of \$7,469.47.

APPROVED BY CITY ADMINISTRATOR

W.O. 10-19 NWE Utility Easement

W.O. 10-19 NWE Utility Easement - Exhibit A

RETURN TO:
NORTHWESTERN ENERGY
LANDS and PERMITTING DEPARTMENT
40 East Broadway
Butte, MT 59701-9394

***** UTILITY RIGHT-OF-WAY EASEMENT *****

For valuable consideration, The **CITY OF BILLINGS**, (“Grantor”) a political subdivision of the State of Montana, whose address is Post Office Box 1178, Billings Montana 59103, through its City Council, does hereby GRANT, SELL and CONVEY to the **NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY**, a Delaware Corporation, of 40 East Broadway, Butte Montana 59701-9394, (“Grantee”) and their successors, assigns and appurtenances an easement upon which to construct, operate, maintain, replace, upgrade and remove a power pole structure for overhead Transmission and Distribution Electric Lines, and necessary appurtenances which may extend beyond the easement, over, under, along and across that certain real property situated in Section 15, Township 1 South, Range 25 East, P.M.M., City of Billings, Yellowstone County, Montana, being more particularly described as follows:

DESCRIPTION OF EASEMENT
SEE ATTACHED EXHIBIT “A”

A tract of land situated in Lot 5A of the Plat of Amended Lot 5, Block 1, of Long Subdivision, Document No. 3585198 on file and of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana. Said tract being more particularly described as follows: Being a strip of land 25.00 feet in width, being adjacent and running parallel to the north lot line of said Lot 5A. Beginning at a point on the east Right-Of-Way line of South 44TH Street West, said point being approximately 19 feet west and perpendicular from the southwest corner of Lot 1-B, Block 1 of the Plat Of Amended Lot 1, Block 1, Sharptail Subdivision; thence in a southeasterly direction along said north Lot line of said Lot 5A of Amended Long Subdivision for an approximate distance of 1,573 feet to a point approximately 56 feet east of the west P.C., having a radius of 709.80 feet and terminating at said point.

Said tract contains 39,313 square feet more or less.

Together with reasonable right of access to and from the easement area over lands of the Grantor using existing roads where practicable, the right to use and keep the easement area free and clear of any and all obstructions or structures, except fences, and the right to clear and remove all timber, brush or vegetation outside the easement area that may endanger the power line, communications system or necessary appurtenances.

In addition, the Grantee, its successors, agents, contractors, and employees agree to the following conditions of entry:

1. **DAMAGE TO PROPERTY:** Grantee shall exercise care to avoid damaging the property in any manner not consistent with the uses for which this agreement is made. If additional damage does occur it shall be the responsibility of the Grantee, its successors, agents, contractors, and employees to remove, replace and/or restore any concrete or asphalt to its original state.
2. **COOPERATION WITH GRANTOR:** Grantee shall at all times cooperate with Grantor and comply with reasonable requests not inconsistent with the purpose for which this agreement is issued.
3. **CLEANUP:** Shall upon completion of the work, clean all ground occupied of all rubbish, excess material, temporary structures and equipment.
4. **ACCEPTANCE:** All parts of the site shall be left in acceptable condition.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon, the successors and assigns of the parties hereto.

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

Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: Appointing Council Member Pitman as City's PCC Alternate

PRESENTED BY: Tina Volek, City Administrator

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

At a Jan. 27, 2014, business session, the City Council discussed filling several vacancies on boards and commissions outside City government. One of the appointments was for Council Member Denis Pitman to serve as the alternate to Mayor Tom Hanel on the Policy Coordination Committee (PCC).

Mayor Hanel currently chairs the PCC, which manages the Billings Urban Transportation Planning process, as agreed to by the City, Yellowstone County, the Yellowstone County Planning Board and the Montana Department of Transportation.

Mayor Hanel is the standing City appointee to the PCC under its by-laws. However, Planning Director Candi Millar recommends that, if Council Member Pitman is to attend in the Mayor's stead, he should be appointed to the post.

An appointment through December 2015 is recommended by staff.

ALTERNATIVES ANALYZED

The Council may:

- Appoint Council Member Pitman as the City's PCC alternate;
- Appoint another Council Member as the alternate; or
- Make no appointment, leaving the City unrepresented when Mayor Hanel is unable to attend the meetings.

FINANCIAL IMPACT

There is no cost associated with the appointment.

RECOMMENDATION

Staff recommends the appointment of Council Member Pitman as Mayor Hanel's alternate to the PCC for a term through Dec. 31, 2015.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: Kraft Request for Tax Increment Assistance

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

Carol Kraft owns a rental property located at 119 North 22nd Street. There is an abandoned property directly to the south of her rental property located at 115 North 22nd Street. After years of working through the Police Department and Code Enforcement Division to attempt to get the owner to better maintain the property, Ms. Kraft decided to purchase it so she could take care of it herself.

The property at 115 North 22nd Street includes two buildings and a shed. None are habitable, yet draw a great deal of transient activity. Associated problems are well known to both the City of Billings Police Department and Code Enforcement Division. Ms. Kraft has submitted a request for Tax Increment Finance (TIF) funds to help cover the costs of demolishing the neglected buildings.

Police Chief St John has provided a letter supporting Ms. Kraft's project to remove this blight from the neighborhood. Neighboring businesses cited issues they've had with transients and wasp infestations on the property and are very supportive of seeing the property finally cleaned up.

Ms. Kraft purchased the property for \$40,000. Total cost of the demolition is \$14,065. Ms. Kraft is requesting \$6,343 in assistance from the East Billings TIF District to cover 45% of the demolition costs. The board of the Billings Industrial Revitalization District (BIRD) and City staff have reviewed this application and are forwarding a recommendation for approval.

ALTERNATIVES ANALYZED

City Council may approve the request for \$6,343 from the East Billings tax increment fund to remediate this blighted property or deny this request. Council also has the option of modifying the amount requested.

FINANCIAL IMPACT

The Billings Industrial Revitalization District is requesting approval of \$6,343 in funds from the East Billings tax increment fund to cover 45% of the costs of the demolition. The East Billings Tax Increment District has \$588,000 in its account, so this project will not adversely affect other District operations or projects. There is no impact to City General Funds or other City funds.

RECOMMENDATION

The Board of the Billings Industrial Revitalization District recommends approval of \$6,343 from the East Billings tax increment fund to assist with the removal of blighted buildings within the East Billings Urban Renewal District.

APPROVED BY CITY ADMINISTRATOR

Kraft TIF Assistance Application



1413 4th Avenue North, Suite C • Billings, MT 59101

22 May, 2014

City of Billings Planning and Community Services
Attn: Candi Millar, Director
PO Box 1178
Billings, MT 59103-1178

RE: Request for TIF Fund Assistance – Carol Kraft

Dear Ms. Millar,

Ms. Carol Kraft has submitted a request for TIF fund assistance for a project in the East Billings Urban Renewal District. The planned project removes two blighted buildings and a shed from a property located at 115 North 22nd Street (please see photos included with the attached application.)

Ms. Kraft owns rental property directly to the North of the blighted property. The blighted property has been abandoned for several years and is in extreme disrepair. It is a major contributor to fiscal and physical deterioration to the neighborhood and an attractant for illegal activity. After years of attempting to get the owner to take action, Ms. Kraft purchased the property and invested her own capital and time to resolve problems that the property has exacted on the neighborhood.

According to Billings Chief of Police, Rich St John, this property has been a nuisance property for the police department for which they've had to expend countless man hours addressing trespassing, disorderly conduct, graffiti and intoxicated person (see attached letter.)

In talking with business owners in the area, they too expressed concern. The condition of the property has had a negative impact on their patrons by housing insect infestations and criminal activity. They too are excited to see the blight removed and are looking forward to seeing positive redevelopment in the area in the future.

The requested TIF funds are to help Ms. Kraft cover a portion of the eligible costs of the project. They include;

- 1) Demolition of a blight
- 2) Environmental testing required before the building could be removed
- 3) Relocation of power pole

1413 4th AVE N, SUITE C - BILLINGS, MONTANA 59101

On 13 May, 2014, the Board of Directors of the BIRD voted unanimously to support Ms. Kraft in her application for TIF fund assistance and recommend approval \$6343 in funding from the East Billings TIFD to help cover the \$14,095 in eligible costs. We respectfully request that you review this application for compliance.

Sincerely,

/SIGNED/

Kelly McCarthy
Development Director
406-545-7007
kelly@billingsbird.com

Attachments –

- TIF Application
- Excavation Contract
- Environmental Inspection Invoice
- Demolition Bond (Cayton Excavating)
- Billing Police Department ltr
- Pictures of the blighted property (18)



City of Billings
East Billings Urban Renewal District

T.I.F.D. Project Information & Application

For Public/Private Non-Increment Generating
Development Projects

Effective May 9th, 2014

Billings Industrial Revitalization District (BIRD)
1413 4th Ave N, Suite C
Billings, MT 59101
406.545.7007

This is a draft document. Temporary use is permitted pending final approval of BIRD Board of Directors and City of Billings

TAX INCREMENT FINANCING APPLICATION PROCESS FOR POTENTIAL PUBLIC INFRASTRUCTURE ASSISTANCE VIA A DEVELOPMENT AGREEMENT AND POSSIBLE ISSUANCE OF TIFD BONDS

IMPORTANT: The material below outlines the Tax Increment Development Agreement application process and the responsibilities of the person or firm requesting TIF fund assistance (hereinafter known as APPLICANT) and the Billings Industrial Revitalization District, Inc. (hereinafter known as BIRD). Please review this information carefully before submitting the application or finalizing your development plans.

INTRODUCTION

The BIRD is responsible for advising the Governing Body, the City of Billings (hereinafter known as CITY), of the East Billings Tax Increment District, pursuant to Montana Urban Renewal Law (Title 7 Chapter 15 part 42 Montana Code Annotated, "Urban Renewal." Tax Increment Financing (TIF) is an important element of the program as it provides a means to finance public urban renewal activities that assist and enhance private development within the district. A TIF program operates by first establishing a base year taxable value for all properties within the urban renewal district. Property taxes continue to be paid to all taxing jurisdictions on the basis of the base year valuation. All increases in property taxes above this base valuation due to new development or reappraisals are assigned to the TIF District. They are then invested in district revitalization activities.

Consideration of TIFD assistance is available to private developers for public infrastructure (See Schedule "A" attached) components of projects within the boundaries of the East Billings TIFD.

ELIGIBLE ACTIVITIES

As specified by Title 7 Chapter 15 Part 4288 Montana Code Annotated, TIF may be used to finance certain urban renewal activities. The BIRD will review applications and make recommendations to the CITY Council for assistance to projects eligible under this statute. Requests are evaluated on criteria outlined in the "Criteria for Review" section below. Special emphasis will be placed on those projects that exemplify the East Billings Urban Renewal District (EBURD) Master Plan. This plan is available for download at the BIRD website, www.billingsbird.com.

Projects requesting TIFD funds will either be increment generating where development will contribute to increased tax revenue for the TIF District, or non-increment generating projects that improve the aesthetics, character, safety and/or quality of life in the area. Examples of non-increment generating projects could be elimination of blighted buildings, improvement of public spaces, or investment in infrastructure.

This application is intended for non-increment generating projects. As a general rule we seek to reimburse private developers for up to 45% of project costs for eligible expenditures (see appendix A.) These are only guidelines however. All request for TIFD funds are subject to approval by the Billings CITY Council and TIFD fund availability.

APPLICATION PROCESS AND TIMELINE

Anyone seeking TIF assistance from the BIRD must submit a written application for each TIF-assisted project. The following procedure has been developed to expedite the review of TIF funding requests.

1. Initial Contact. Contact Kelly McCarthy, BIRD Development Director, 1413 4th Avenue North, Suite C Billings, MT 59101, 406-545-7007, to discuss the project and determine preliminary eligibility for TIF assistance.
2. Prepare a Written Application. The APPLICANT must prepare a written application for each project assistance request. **Applications must be received by the BIRD staff in advance of work on the project.** Development Agreements may also be required prior to commencement of construction (see #6 below.) Waiver of this requirement can be considered when public safety or other factors warrant. For all TIF requests, the APPLICANT must complete a “Developer’s Statement of Qualification and Financial Responsibility” which includes evidence of bonding or other form of security sufficient to ensure completion of the project.
3. Staff Review. Upon submittal of all necessary information, the BIRD staff will review the project and the need for funding. At any point in the review process the staff or Board may request more information of the APPLICANT or solicit comment on the project from other public agencies. Items included in personal financial statements become public documents and are subject to public review or presentation to or comment by other agencies.
4. East District Development Review Team (BIRD BOARD MEMBERSHIP) Review. The BIRD Board serves as the review committee and will evaluate the application and staff recommendations. The review committee reserves the right to seek additional project review from supporting committees of the BIRD and from other public agencies. The review committee will issue preliminary approval/disapproval of the assistance request or any part thereof and will make a recommendation to the Billings CITY Council.
5. CITY Council Review. Projects will be forwarded to the Billings City Council for final approval and consideration of a Development Agreement that will clearly spell out the public investment required to be applied towards public infrastructure and/or development improvements within the public right of way. CITY Council approval is required before the BIRD and the CITY enter a Development Agreement with the APPLICANT.
6. Development Agreement. The BIRD, the CITY and the APPLICANT must execute a mutual agreeable legally binding Development Agreement which establishes the terms and conditions of TIF assistance. Sample Development Agreements are available at our office for reference. The Development Agreement may include, but is not limited to, the following:

- Complete architectural design specifications and site plan
 - Time frame for project development, construction and completion
 - Specifications for release of funds related to public infrastructure
 - Cash flow and pro forma statements for a minimum of five years of the development
 - Terms and conditions of the various financings
 - Commitment letters and loan documents related to the various financings
 - Ownership of completed development
 - Events of default; remedies
 - Zoning approval
 - Tenant commitments
 - Non-liability of CITY officials and BIRD
 - Cause for termination
7. Timing. Following the above process for approval, the APPLICANT can expect a minimum of 60 days between submitting an application to the BIRD and receiving a decision from the CITY Council.

COMMITMENT OF FUNDS

Upon CITY Council approval of a project, the BIRD will commit funds to the project from the annual East Billings TID project budget subject to availability of funds and/or potential for Tax Increment Bond issuance. Committed funds will be encumbered for a period of 180 days, by which time construction must have commenced. Commencement of construction means the date on which the first building permit is issued. Projects that have not commenced construction within 180 days risk for losing the committed funds. Funds will be released only if the project is developed and constructed as presented in the Development Agreement. Funds will be released as specified by the Development Agreement or following project's receipt of a Certificate of Occupancy from the City of Billings if not specified. When necessary, the BIRD will encumber funds for additional fiscal years to accommodate construction schedules.

CRITERIA FOR REVIEW

Materials contained in TIF applications are used to assess the merits of projects in relation to the goals and objectives of the EBURD Master Plan. The BIRD evaluates projects based on the following criteria. Please prepare written response and provide supporting documentation for each of the applicable criteria areas.

1. Relevance to the EBURD Master Plan – Documentation of the project's impact in relation to the goals and objectives of the EBURD Master Plan, particularly mixed-use development. Urban design elements will also be considered, including pedestrian emphasis, quality of design, and Billings' personality.

2. Economic Stimulus – The amount of economic activity to be generated by the project is assessed, as well as the leverage ratio of public to private investment. Applications should contain credible, measurable information substantiating APPLICANT claims of economic stimulus.
3. Tax Generation – The increase in taxable value due to new construction/rehabilitation is estimated by the County Assessor's office or State Department of Revenue to determine tax increment generation.
4. Employment Generation – Total employment generated by the project assessed in terms of new permanent and part-time jobs, and construction jobs.
5. Elimination of Blight – The project's direct and indirect impact on the physical and fiscal deterioration within the Tax Increment District and the community.
6. Special or Unique Opportunities – The extent to which the project represents a unique opportunity, meets a special need, or addresses specific BIRD or community goals. The restoration of historic property or the provision of an unmet community need, are examples of special and unique opportunities.
7. Impact Assessment – The extent of both positive and negative environmental impacts, appropriateness of the project design, and impact on existing businesses or residents.
8. Financial Assistance – Other forms of financing available to the APPLICANT, i.e. lender participation and state and federal grant monies, are examined to assess the need for TIF assistance.
9. Project Feasibility – A determination of feasibility is made on the strength of the APPLICANT's demonstration of market demand for the project as contained primarily on the pro forma and financing commitments.
10. Developer Ability to Perform – An assessment of the APPLICANT's capability to undertake the relative complexities of the project based on past performance on similar or comparable projects.
11. Timely Completion – The feasibility of completing the project according to the APPLICANT's project schedule.
12. Payment of Taxes – All property taxes, special improvement district assessments, and other assessments on the project property must be paid to date



BILLINGS INDUSTRIAL REVITALIZATION DISTRICT, INC.
EAST DISTRICT TAX INCREMENT FINANCING (TIF) APPLICATION

Project Name: Elimination of Blight Date Submitted: 5-12-14

APPLICANT INFORMATION

- 1. Name: Carol Kraft
- 2. Address: PO Box 533 Billings, MT 59103
- 3. Telephone Number: 406-252-2885 or 406-672-2372

PROJECT INFORMATION

- 1. Building Address: 115 N 22nd St.
- 2. Legal Description: Blgs Original Townsite 533, T01, N, R26 E, Block 86, Lot No 17
- 3. Ownership: Carol Kraft Living Trust
Address: PO Box 533 Billings MT 59103
- 4. If property is not owned by the APPLICANT, list leasehold interests (Attach evidentiary materials.)
Name: NA
Address: _____
- 5. Existing/Proposed Businesses: _____
Business Description: _____
- 6. Employment: Existing FTE Jobs _____
New Permanent FTE Jobs created by project _____ Construction FTE Jobs _____
- 7. Architectural Firm: _____
Address: _____

Representative: _____

8. Description of Project: (Attach narrative explanation.) *DEMOLITION AND REMOVAL OF ALL EXISTING BUILDINGS, CONCRETE, TREES, SHRUBS AND DEBRIS. BACKFILL TO LEVEL LOT*
9. Rehabilitation/construction Plans: (Attach schematics, site and landscaping plans.) *PLAN FOR FUTURE CONSTRUCTION PROJECT*
10. Project Schedule: (Attach time line or schedule through completion.) *DEMO, APPROXIMATELY 5/27/2014*

PROJECT COSTS

Land and Site Improvements (Itemized)

1. Equity in Land and Buildings	\$ <u>40,000</u>
2.	\$ _____
3.	\$ _____
4.	\$ _____
Subtotal	\$ <u>40,000</u>

Construction/Rehabilitation Costs (Use general construction trade divisions)

1. <i>DEMO AND BACKFILL</i>	\$ <u>12,600</u>
2. <i>ASBESTOS TESTING</i>	\$ <u>845</u>
3. <i>RELOCATE POWER LINE</i>	\$ <u>650</u>
4.	\$ _____
5.	\$ _____
6.	\$ _____
7.	\$ _____
8.	\$ _____
9.	\$ _____
10.	\$ _____
Subtotal	\$ <u>14,095</u>

(this is a verbal quote from NorthWest Energy)

Fees

1. Architectural design/Supervision \$ _____
2. Permits _____ \$ _____
3. Other fees _____ \$ _____
Subtotal \$ _____
Total Project Development Costs \$ - 0 -

PROJECT FINANCING

Please complete Sources of Funds detail and summarize below.

Developer Equity

Cash Invested \$ 7752
Land & Buildings \$ 40,000
Other (Specify) _____ \$ _____
_____ \$ _____
Subtotal \$ 47,752

Lender Commitments (Attach evidence i.e. Letters of Credit or other documentation.)

Lender	Loan Amount	Interest	Term	Payment/Period
_____	\$ _____	_____ %	_____ yrs	\$ _____ /Month
_____	\$ _____	_____ %	_____ yrs	\$ _____ /Month
Total Loan Amount				\$ <u>- 0 -</u>

TIF Request FOR improvements within the Public Right of Way

Eligible Improvements (See Narrative)
DEMO AND BACKFILL \$ 5670
ASBESTOS TESTING \$ 380

RELOCATE POWER LINE \$ 292
 \$ _____
 Subtotal \$ 6343

Sources of Funds Summary (Post totals from above.)

Developer Equity \$ 47,752
 Lender Commitments \$ -0-
 TIF Request \$ 6343
 Other Funds (Specify) _____ \$ -0-

Total Project Financing \$ 54,095

DEVELOPER STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

APPLICANT

1. Name: CAROL KRAFT
 Address: PO Box 533 BILLINGS, MT 59103

2. If the APPLICANT is not an individual doing business under his/her own name, the APPLICANT has the status indicated below and is organized or operating under the laws of _____.

3. _____ A corporation.
 _____ A nonprofit or charitable institution or corporation
 _____ A partnership known as _____
 _____ Other (explain): _____

Date of organization: _____

4. Names, address, title of position (if any), and nature and extent of the interest of the officers and principal members, principal shareholders, investors, or partners of the APPLICANT.

Name and Address

Nature and Extent of Interest

Financial Condition

1. Provide evidence of bond, balance and cash flow sheets, or other form of security that ensures completion of the project.
2. Has the APPLICANT or any individual or entity affiliated with the development of this project been adjudged bankrupt, either voluntary or involuntary, within the past ten years?
No Yes ____ If yes, give date, place, and under what name

3. Has the APPLICANT or any individual or entity affiliated with the development of this project been indicted for or convicted of any felony within the past ten years:
No Yes ____ If yes, give date, charge, place, court and action taken for each case.

CONSTRUCTION CONTRACTOR

1. Identify the construction contractor or builder who will undertake this project.
Name: Zach Cayton - Cayton Excavation
Address: PO Box 80693 Billings MT 59108
2. Has named contractor or builder ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract within the last ten years?
No Yes ____ If yes, explain.

VERIFIED PER TELECON WITH
ZACH CAYTON ON 13 MAY 2014
BY KELLY MCCARTHY. Kine

CERTIFICATION

I (we), Carol Kraft (please print),
certify that the statements and estimates within this Application as well as any and all
documentation submitted as attachments to this Application or under separate cover are true and
correct to the best of my (our) knowledge and belief. I/We certify that I/We will make no
application for any other tax abatement that may be available for this real property or building.

Signature Carol Kraft

Signature _____

Title Owner

Title _____

Address PO Box 533

Address _____

Billings MT 59103

Date 05-12-14

Date _____



SCHEDULE "A"
EXAMPLES OF ELIGIBLE PUBLIC PORTION PROJECTS OF
INFRASTRUCTURE

Demolition and Abatement

Sidewalks, Curbs, Gutters

Crosswalks

Landscaping, Green Space & Improvement of Pedestrian Areas

Historical Restorations

Off Street Parking (available for public for a reasonable amount of time)

Pollution Reduction

Electrical, Natural Gas, Telecommunication Lines



PO Box 80693
 Billings, MT 59108

P: 406-672-4466
 E: zach@caytonx.com

Estimate

Date	Estimate #
4/28/2014	23

Name / Address
Carol Kraft

Project
115 N. 22nd- Demolit...

Description	Qty	Rate	Total
<p>Demolition</p> <p>Estimate includes removing all buildings, concrete, and select trees from the site. Estimate includes demolition permit and landfill fees. Estimate includes backfilling foundation hole.</p> <p>Estimate excludes asbestos testing and abatement. It is the responsibility of the owner to disconnect all utilities and have the proper signatures proving the services have been disconnected.</p> <p>It is our intention to try and remove existing tree stumps. However, if the removal of them appears to be damaging existing structures they will be left in place.</p>		12,600.00	12,600.00
		Total	\$12,600.00

Customer Signature _____

DATE	INVOICE NO.
5/12/2014	21145

BILL TO
Ms. Carol Kraft 115 N. 22nd Street Billings MT 59101

SEND PAYMENT TO
Northern Industrial Hygiene, Inc 201 South 30th Street Billings MT 59101 (406) 245-7766 TAX ID 81-0511046

PROJECT #	P.O. #	TERMS	PROJECT LOCATION
999-2554	N/A	Net 30	Billings MT

DESCRIPTION	QTY	RATE	AMOUNT
Environmental Consulting Services - Full Asbestos Inspection and Report, 115 N. 22nd Street, Billings MT			
Field Work Technician	3	65.00	195.00
Report Prep Technician	3	65.00	195.00
Report Review Project Engineer	0.5	115.00	57.50
Clerical Support	0.5	45.00	22.50
Laboratory Analysis			
PLM Analysis	23	15.00	345.00
Sample Shipping	1	30.00	30.00
		Total	\$845.00

DEMOLITION BOND

Bond No.: 15160529

WHEREAS, Cayton Excavation, Inc. ("Applicant"), of
PO Box 80693, Billings, MT 59108 (address) and
Western Surety Company ("Surety") of
P.O. Box 5077, Sioux Falls, SD 57117 (address) are

held firmly bound unto the **City of Billings, Montana**, a municipal corporation in the sum of TEN THOUSAND DOLLARS (\$10,000) to be paid to the City, its legal representative and successors, for which payment shall bind all heirs executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Applicant wishes to demolish a building located at: Various Locations
_____ Billings, Montana.

NOW THEREFORE, Applicant or Applicant's authorized agent shall promptly remove or demolish the building and remove any remaining foundation walls, fill in any holes left on the property, level the property and remove all debris within thirty (30) days following the removal or tearing down of the building as prescribed by Section 6-1042 of the Billings, Montana City Code (BMCC) including the immediate correction of any damage to the rights-of-way, the disconnecting and protecting all of the utilities as required by each utility as well as compliance with all applicable laws.

Once Applicant or Applicant's employees or agents complete the work in a manner conforming to the rules, regulations, requirements and procedures prescribed by the Billings, Montana City Code (BMCC) and fully comply with all other laws of the State of Montana and the United States, this undertaking shall be **VOID**, otherwise this undertaking shall remain in full force and effect.

Additionally, Applicant shall indemnify and hold the City of Billings harmless from all suits and actions for damages including costs, expenses and attorneys fees consequent to this undertaking including but not limited to all suits and actions for damages resulting from want of skill, carelessness or negligence of the Applicant or Applicant's employees or agents in carrying-out any of the above described work.

In the event Surety should cancel this undertaking, Surety must provide to the City thirty (30) days written notice prior to such cancellation. Notice must be mailed certified mail to the City Clerk's Office.

The duly executed **original** of this bond shall be filed with the Billings City Clerk.

This obligation shall be effective beginning July 10, 2013, and shall terminate July 10, 2014. **NO CONTINUATION CERTIFICATES WILL BE ACCEPTED FOR BOND RENEWAL PURPOSES.**

IN WITNESS WHEREOF, this 17th day of June, 2013,

Cayton Excavation, Inc.



Applicant

Countersigned in Montana by:
Hub International Mountain States Limited


Montana Resident Agent **Rene C. LeVeaux**
Western Surety Company

Approved as to form:

Attorney-in-Fact **John D. Leaf**

City Attorney

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John D Leaf, Chris Jermunson, Michael E Depner, Billy J Bolt, Beth A Windom, Christopher T Hindoien, Jenny Arbuckle, Jamie M Roe, Kaye U Muzzana, Kristin A Piccioni, Individually

of Great Falls, MT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of October, 2012.

WESTERN SURETY COMPANY

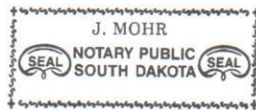


Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17TH day of JUNE, 2013.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



CITY OF BILLINGS

POLICE DEPARTMENT

P.O. Box 1554 • Billings, MT 59103
220 N. 27th St. • Billings, MT 59101
(406) 657-8460 • Fax (406) 657-8417 • Email bpd@ci.billings.mt.us



220 N. 27th
Billings, MT 59101

May 15, 2014

B.I.R.D.
1413 4th Ave. North
Billings, MT 59101

To whom it may concern:

Subject: Property at 115 N. 22nd

I am writing in regards to the property listed above. It is my understanding that the property has been purchased by Ms. Carol Kraft and that she wants to demolish the existing structure and build improvements. I wholeheartedly support that plan. The address has been a nuisance property for the police department in that we have been there many times for of trespassing, graffiti, intoxicated persons, and disorderly conduct.

The property is abandoned, unkempt, and unsupervised. All of which create an environment for the behaviors listed above. Remediation of the property will enhance property values and improve the quality of life for area residents. I encourage you to support Ms. Kraft's request.

Sincerely,

Rich St. John
Chief of Police







Hand-drawn graffiti of a character's face on the white building wall.

Small red rectangular mark or sticker on the wooden siding.

Grey electrical meter box mounted on the side of the house.

Large black trash bin with some red markings on its side.

Another large black trash bin positioned to the left of the first one.

A fluffy brown dog standing in the grass near the house.





























Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: Donation for Memorial Benches in Various Parks

PRESENTED BY: Mike Whitaker, Parks, Recreation & Public Lands Director

Department: Parks/Rec/Public Lands

PROBLEM/ISSUE STATEMENT

Recently the City has received donations for 4 memorial benches in various parks. Donors, donation amount and park locations are as follows:

1. Gerald and Sandra Bruns \$1,855 Riverfront Park
2. Ronald Lund \$1,500 Pioneer Park
3. Gary and Angie George \$1,500 Park at corner of Locust and McDonnell Blvd.
4. Peter Heltborg \$1,500 Millice Park

The donations will pay for Parks and Recreation staff to install the bench and plaque in these parks on concrete slabs. These generous donations will provide much needed seating at these parks.

ALTERNATIVES ANALYZED

Council may:

1. Accept the donations.
2. Not accept the donations.

FINANCIAL IMPACT

There will be no financial impact to the City of Billings.

RECOMMENDATION

Staff recommends Council accept these 4 donations to install benches in Billings area parks totaling \$6,355.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: Amendments to the Loan Agreement for Rose Park Plaza Project

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

In 2004, Rose Park Plaza Partners LLP requested issuance of revenue bonds for the acquisition and rehabilitation of Rose Park Plaza Apartments, a 112 unit Section 8 affordable housing complex.

The City is a conduit to the issuance of the industrial revenue bonds for the Rose Park Partners. The bonds issued do not constitute any financial liability of the City. The only requirements for this type of issue is to request the amount needed for City approval and notify the City when the loan is paid off and when any changes are made to the agreement.

The amendment concerns a Residual Receipts account, an account required by HUD to be maintained by the Project Owner to hold the Section 8 Housing Assistance Payment Contract's funds in excess of those allowed for distribution to the owner. The project is no longer required to make deposits to this account. Recently HUD issued new regulations authorizing HUD to sweep the Residual Receipts Account to subsidize the project's Section 8 payments. Those sweeps occur monthly until there is only \$28,000 on deposit. These regulatory changes by HUD were not anticipated when the Bond documents were done in 2004. A new deposit account will be created to hold a replacement Operating Reserve of \$71,211. The Loan Agreement also needs to be modified to create a new Operating Reserve of \$71,211.

ALTERNATIVES ANALYZED

Upon approval of the resolution the lender, US Bank, will proceed with the modifications of the agreement.

FINANCIAL IMPACT

There is no financial impact to the City.

RECOMMENDATION

Staff recommends that Council approve the resolution amending the loan agreement for Rose Park Plaza Project.

APPROVED BY CITY ADMINISTRATOR

Amendment

Resolution

FIRST AMENDMENT TO LOAN AGREEMENT

between

U.S. BANK NATIONAL ASSOCIATION

and

ROSE PARK PLAZA PARTNERS LTD., RLLLP

and

THE CITY OF BILLINGS, MONTANA

Relating to:

\$5,824,310 First Mortgage Housing Revenue Bonds
(Rose Park Plaza Project)

Consisting of

\$4,349,900 First Mortgage Housing Revenue Bond (Rose Park Plaza Project),
Series 2004A

And

\$1,474,410 First Mortgage Housing Revenue Bond (Rose Park Plaza Project),
Series 2004B
City of Billings, Montana

Dated _____, 2014

FIRST AMENDMENT TO LOAN AGREEMENT

THIS FIRST AMENDMENT TO LOAN AGREEMENT (this “**First Amendment**”) is entered into this ____ day of _____ by and between **Rose Park Plaza Partners, Ltd., RLLLP**, whose address is 2300 15th Street, Suite 325, Denver, Colorado 80202 (“**Borrower**”), and the **City of Billings, Montana**, whose address is 210 N. 27th Street, Billings, Montana 59103 (the “**City**”), and **U.S. Bank National Association**, a national banking association, whose address is 918 17th Street, 5th Floor, Denver, CO 80202 (“**Lender**”) to amend the Loan Agreement between Borrower and Lender dated December 8, 2004 (“**Loan Agreement**”).

RECITALS

WHEREAS, Section 4.03(f) of the Loan Agreement entitled “Operating Reserve/Residual Receipts Account,” created a combined residual receipts and operating reserve account, and was initially funded by the deposits of approximately \$987,055.59 of Rose Park Plaza Apartments accrued Residual Receipts.

WHEREAS, Lender and Borrower desire to delete Section 4.03(f) in its entirety, and replace it with two new sections, a Section 4.03(f)(1) entitled “Operating Reserve,” and a Section 4.03(f)(2) entitled “Residual Receipts Account.”

WHEREAS, the City sold, assigned and transferred to the Lender the City’s entire interest in the Loan Agreement, together with all rights and interests thereunder, including but not limited to, the City’s right to receive loan repayments as provided in that certain Assignment of Loan Agreement by the City in favor of the Lender, dated as of December 8, 2004.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, Borrower and Lender covenant and agree as follows:

1. Termination and Deletion of Loan Agreement Section 4.03(f). Effective on the date hereof, Section 4.03(f) of the Loan Agreement is hereby deleted in its entirety.

2. Addition of Section 4.03(f)(1) – Operating Reserve.

4.03(f)(1) Operating Reserve. Effective on the date hereof, Borrower shall deposit into an interest-bearing account held by Lender (“Operating Reserve Account”) a sum equal to three (3) months Loan Debt Service, an amount equal to \$71,211.00. The Borrower covenants to maintain, at all times during the term of the Loan Agreement, a minimum Operating Reserve Account balance of \$71,211.00. The funds held in the Operating Reserve Account shall be used by Borrower, from time to time, solely for the purpose of covering expenses when the Debt Service Coverage Ratio is less than 1:1. No withdrawal from the Operating Reserve Account shall be made by the Borrower without the express written consent of the Lender, which consent shall not be unreasonably withheld. Any funds withdrawn from the Operating Reserve Account, which cause the Operating Reserve Account balance to fall below the minimum account balance

of \$71,211.00, shall be replaced by the Borrower within six (6) months of the date of withdrawal.

3. Addition of Section 4.03(f)(2) – Residual Receipts Account.

4.03(f)(2) Residual Receipts Account. Effective on the date hereof, the currently designated “Operating Reserve/Residual Receipts Account” shall be re-designated as the “Residual Receipts Account” and maintained by Borrower and Lender as the account holding the Project’s Residual Receipts, as that term is defined in the U.S. Department of Housing and Urban Development (“HUD”) applicable regulations and HUD Notice H-2012-14 issued August 3, 2012. Borrower shall maintain the Residual Receipts Account balance in accordance with applicable HUD regulations.

4. No Further Amendment - Counterparts. This First Amendment constitutes the entire amendment thereof approved and authorized by Borrower and Lender. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Loan Agreement, as of the day and year first above written.

[Signatures contained on following pages]

Rose Park Plaza Apartments Ltd., RLLLP Signature Page

Rose Park Plaza Apartments Ltd., RLLLP,
a Colorado limited liability limited partnership

By: Little Creek Land, LLC,
a Colorado limited liability company
General Partner

By: _____

Name: _____

Title: _____

City of Billings, Montana Signature Page

CITY OF BILLINGS, MONTANA

By: _____
Mayor

By: _____
City Administrator

Attest: _____
City Clerk

(SEAL)

U.S. Bank National Association Signature Page

Lender hereby consents, acknowledges and agrees to the terms of this First Amendment.

U.S. Bank National Association

By: _____

Name: _____

Title: _____

6880158_2

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution No. _____ entitled: "RESOLUTION AMENDING THE LOAN AGREEMENT FOR THE CITY'S FIRST MORTGAGE HOUSING REVENUE BONDS (ROSE PARK PLAZA PROJECT), SERIES 2004" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on June 23, 2014, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand and seal officially this 23rd day of June, 2014.

(SEAL)

City Clerk

RESOLUTION NO. _____

RESOLUTION AMENDING THE LOAN AGREEMENT FOR
THE CITY'S FIRST MORTGAGE HOUSING REVENUE
BONDS (ROSE PARK PLAZA PROJECT), SERIES 2004

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

Section 1. Authorizations and Recitals.

1.01. General Authority. Pursuant to Montana Code Annotated, Title 90, Chapter 5, Part 1, as amended (the "Act"), the City is authorized to enter into agreements upon terms the governing body considers advantageous and not in conflict with the provisions of the Act to issue its revenue bonds and sell such bonds at public or private sale in such manner and at such times as may be determined to be most advantageous; and to loan the proceeds of its revenue bonds for the purpose of defraying the cost of acquiring or improving real and personal properties suitable for use for, among other things, commercial, multi-family housing, manufacturing, agricultural or industrial enterprises, or to refund bonds or notes issued under the Act. Such revenue bonds may be secured by a pledge of the revenues to be derived by the City from a loan agreement with the borrower, by a mortgage on the project and by such other security devices as may be deemed advantageous. Under the provisions of the Act, any bonds so issued by the City shall be special, limited obligations of the City and the bonds shall not constitute nor give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

1.02. Prior Actions. Pursuant to Resolution 04-18217 adopted by the City Council on November 8, 2004, the City authorized the issuance of its First Mortgage Housing Revenue Bond (Rose Park Plaza Project), Series 2004A, and its First Mortgage Housing Revenue Bond (Rose Park Plaza Project), Series 2004B (collectively, the "Bonds") pursuant to the Act. The Bonds were issued and sold to U.S. Bank, National Association (the "Lender"), and the proceeds of the Bonds were loaned by the City to Rose Park Plaza Partners Ltd., RLLLP, a Colorado registered limited liability partnership (the "Borrower"), pursuant to a Loan Agreement dated December 8, 2004 (the "Loan Agreement") to finance costs incurred by the Borrower in the acquisition, remodeling, rehabilitation, furnishing and equipping of a 112-unit multifamily rental housing complex and related improvements commonly known as Rose Park Plaza Apartments (the "Project").

Pursuant to the Loan Agreement, the Borrower has agreed to repay the loan at such times and in such amounts sufficient in the aggregate to provide for the prompt payment of the principal of, premium, if any, and interest on the Bonds; pursuant to a Combination Trust Indenture, Security Agreement, Assignment of Rents and Leases, and Fixture Filing Statement dated December 8, 2004, between the Borrower, as grantor, and the Lender, as beneficiary, and First American Title Insurance Company, in Billings, Montana, as trustee, the Borrower granted a mortgage lien on and security interest in the Project to secure the full and prompt payment of the principal of, premium, if any, and interest on the Bonds and the obligations of the Borrower

under the Loan Agreement; and pursuant to an Assignment of Loan Agreement, the City assigned certain of its interests in the Loan Agreement to the Lender.

The Bonds are special, limited obligation of the City payable solely from and secured by the loan repayments to be made by the Borrower under the Loan Agreement and do not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taking powers.

Section 2. Amendment of Loan Agreement. The Borrower and the Lender have requested that the City approve certain amendments to the Loan Agreement. A form of the First Amendment to Loan Agreement (“Amended Loan Agreement”) incorporating such amendments has been prepared and presented to the City Council for consideration.

The form of the Amended Loan Agreement is hereby approved, subject to such modifications thereto, deletions therefrom and additions thereto as may be necessary and appropriate or approved by the Mayor or City Administrator and the City Attorney, which approval shall be conclusively evidenced by execution of the Amended Loan Agreement by the appropriate officer or officers of the City. The Amended Loan Agreement is directed to be executed in the name and on behalf of the City by the Mayor, City Administrator and the City Clerk. In the absence or disability of the Mayor, the Amended Loan Agreement may be executed by the acting Mayor, in the absence or disability of the City Administrator, the Amended Loan Agreement may be executed by the Deputy City Administrator, and in the absence or disability of the City Clerk, the Amended Loan Agreement may be executed by such officer of the City who, in the opinion of the City Attorney, may execute such agreement.

Section 3. Effective Date. This Resolution shall take effect immediately upon its passage and adoption by this Council.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this
23rd day of June, 2014.

Mayor

Attest: _____
City Clerk

(SEAL)

Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: Resolution to Close Special Improvement/Sidewalk Bond Debt Funds to the SID Revolving Fund

PRESENTED BY: Patrick M. Weber Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

State law requires closing SID/Sidewalk debt service funds once the debt has been satisfied. Any excess/deficit cash balances upon completion of the bond obligations are transferred to the SID Revolving Fund. Sidewalk pooled issues in funds 8640, 8650, 8660, and 8670 will be closed. SID #s 1337 and 1342 will be closed in fund 8200.

ALTERNATIVES ANALYZED

There are no viable alternatives to approving the resolution since State law requires this action.

FINANCIAL IMPACT

The revolving fund will receive cash of \$152,317 for the SIDs and the pooled Sidewalks with positive cash. The revolving fund will give cash of \$22,818 to the pooled sidewalk issue with negative cash. The cash balance in the SID Revolving Fund is about \$3,300,000.

RECOMMENDATION

Staff recommends Council approve the Resolution authorizing the closure of Special Improvement District Funds to the SID Revolving Fund.

APPROVED BY CITY ADMINISTRATOR

Resolution to close SIDs

Attachment C

Attachment B

ATTACHMENT A

RESOLUTION _____

A RESOLUTION TO CLOSE THE SPECIAL IMPROVEMENT DISTRICT DEBT FUNDS AND SIDEWALK SPECIAL ASSESSMENT DEBT FUNDS TO THE SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND PURSUANT TO M.C.A. 7-12-4222.

WHEREAS, the Special Improvement District Bond Debt Obligation and the Sidewalk Special Assessment Debt Obligation has been paid in full and excess/deficit balances remain, and

WHEREAS, state law requires that Special Improvement/Sidewalk Debt Funds be closed to the SID Revolving Fund and the City Council has the authority to close these funds after all debt has been satisfied.

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

That the Special Improvement/Sidewalk Funds be closed per Attachment C to the SID Revolving Fund effective June 23, 2014:

PASSED AND APPROVED by the City Council, this 23th day of June 2014.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

SID 8640 1999A Pooled Sidewalk Series

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH	ACCRUED INTEREST	ACCTS REC	FUND BALANCE
864	1999	-	-	274.68	-	274.68
2001	1999	685,000.00	4,446.76	(76.57)	-	4,370.19
TOTALS		685,000.00	4,446.76	198.11	-	4,644.87

SID 8650 1999B Pooled Sidewalk Series

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH	ACCRUED INTEREST	ACCTS REC	FUND BALANCE
865	1999	-	10.78	-	-	10.78
2011	1999	113,198.00	45,020.08	666.45	-	45,686.53
TOTALS		113,198.00	45,030.86	666.45	-	45,697.31

SID 8660 2000A Pooled Sidewalk Series

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH	ACCRUED INTEREST	ACCTS REC	FUND BALANCE
866	2000	52,822.00	-	470.76	-	470.76
2102	2000	184,990.00	(14,392.24)	770.80	-	(13,621.44)
2103	2000	387,188.00	(3,271.48)	452.49	-	(2,818.99)
TOTALS		625,000.00	(17,663.72)	1,694.05	-	(15,969.67)

SID 8670 2000B Pooled Sidewalk Series

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH	ACCRUED INTEREST	ACCTS REC	FUND BALANCE
867	2000	-	0.01	217.92	-	217.93
2104	2000	190,000.00	(5,152.33)	214.68	-	(4,937.65)
TOTALS		190,000.00	(5,152.32)	432.60	-	(4,719.72)

SID 1337 SID 1337 Non-pooled Series

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH	ACCRUED INTEREST	ACCTS REC	FUND BALANCE
1337	2000	1,139,000.00	80,817.06	1,002.34	-	81,819.40
TOTALS		1,139,000.00	80,817.06	1,002.34	-	81,819.40

SID 1342 SID 1342 Non-pooled Series

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH	ACCRUED INTEREST	ACCTS REC	FUND BALANCE
1342	2000	78,500.00	22,033.09	33.56	-	22,066.65
TOTALS		78,500.00	22,033.09	33.56	-	22,066.65

SIDEWALK & SID TOTALS	1,613,198.00	129,511.73	4,027.11	-	133,538.84
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Total Negative cash	(22,816.05)
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Total Positive cash	152,327.78
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ATTACHMENT B

LOCATION OF THE SIDS TO BE CLOSED

<u>SID 8640</u>	<u>Pooled Series – 1999A Pooled Sidewalk</u>
SID 2001	Misc curb, gutter & Sidewalk program-various locations throughout the city
<u>SID 8650</u>	<u>Pooled Series – 1999B Pooled Sidewalk</u>
SID 2011	Misc curb, gutter & Sidewalk program-various locations throughout the city
<u>SID 8660</u>	<u>Pooled Series – 2000A Pooled Sidewalk</u>
SID 2102	Misc curb, gutter & Sidewalk program-various locations throughout the city
SID 2103	Misc curb, gutter & Sidewalk program-various locations throughout the city
<u>SID 8670</u>	<u>Pooled Series – 2000B Pooled Sidewalk</u>
SID 2104	Misc curb, gutter & Sidewalk program-various locations throughout the city
<u>SID 1337</u>	<u>SID 1337 Non-Pooled Series - 2000</u>
SID 1337	Utility and Street Improvements - Trillium Sub-Lampman Drive & Monad Road
<u>SID 1342</u>	<u>SID 1342 Non-Pooled Series - 2000</u>
SID 1342	Utility Improvements – Lake Hills Sub – Eastlake and Westlake Cir

Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: Ward Ordinance Second 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 and a public hearing was conducted on June 9. This is the second reading.

ALTERNATIVES ANALYZED

City Council may approve or not approve the ordinance to amend the boundaries of Ward IV on second 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 approve this ordinance on second 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 23rd day of June, 2014.

THE CITY OF BILLINGS:

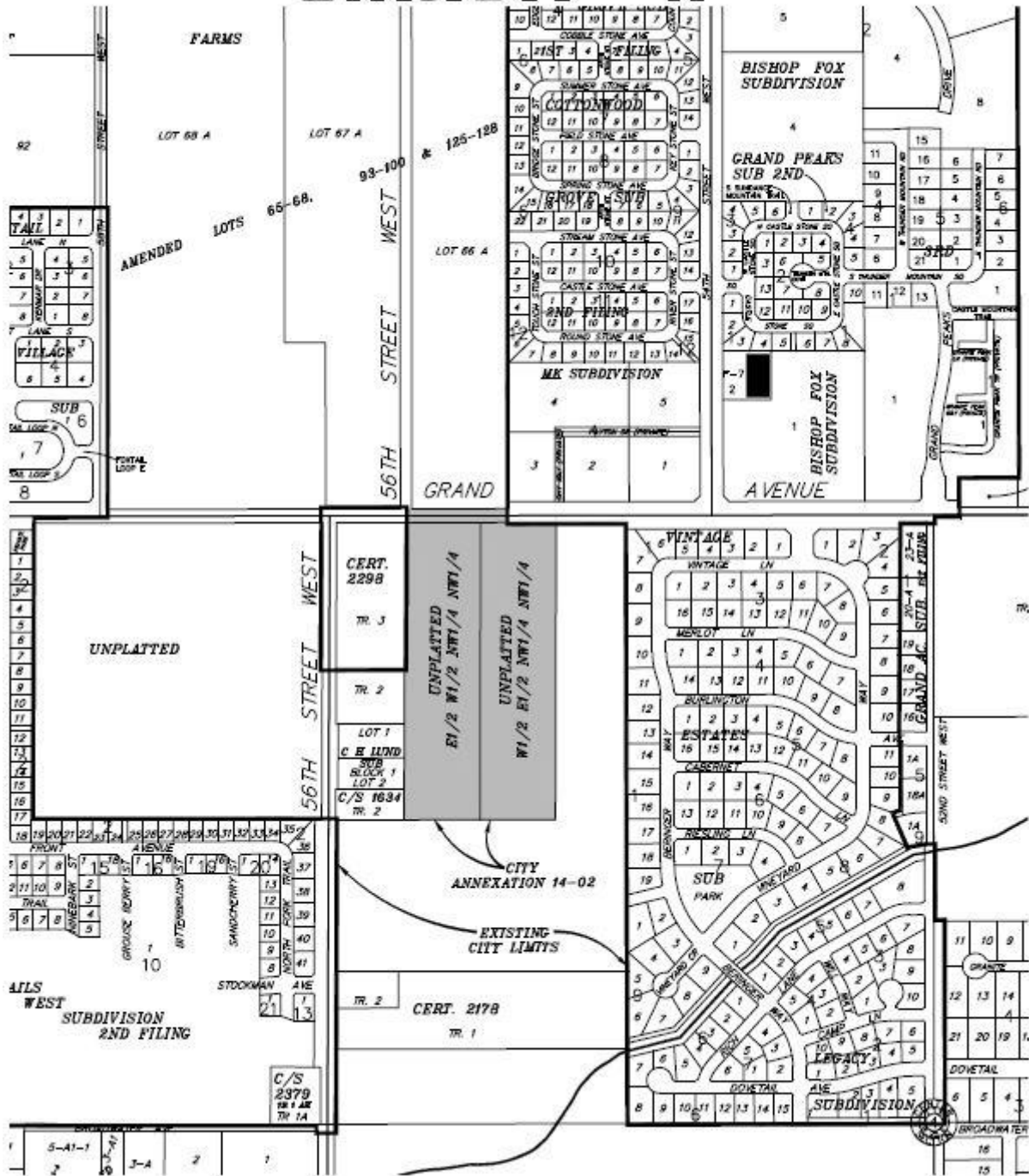
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

(AN 14-02)

EXHIBIT "A"



Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: Lake Hills Subdivision, 33rd Filing: Preliminary Plat Approval Extension Request

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

Lake Hills Subdivision, 33rd Filing, is a proposed subdivision that would create 12 lots on approximately 120 acres of land surrounding and including the west side of Lake Hills Golf Course. The property is owned by the Ron S. Hill Living Trust. City Council granted conditional approval of the preliminary plat of Lake Hills Subdivision, 33rd Filing on June 13, 2011. Section 23-302(M) of the City Subdivision Regulations stipulates that the conditional approval of preliminary plats shall be in force for not more than three years, unless a request for an extension is received and approved by City Council. The City Council may issue more than one extension.

The final plat documents have been prepared and submitted for review but will not be ready for Council approval before the preliminary plat expiration. The subdivider has requested an extension to the preliminary plat approval of one year to finalize the final plat documents for approval. The new expiration would be June 13, 2015.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the request to extend the preliminary plat approval for one year; or
- Deny the request to extend the preliminary plat approval for one year.

FINANCIAL IMPACT

Platting 12 lots that are currently vacant and reselling them to private individuals for development should increase the tax revenues for the City. Allowing the subdivider up to one additional year to prepare the final plat documents for approval and recording should not have any direct financial impact to the City.

RECOMMENDATION

Planning staff recommends that the City Council approve the request for an extension of the preliminary plat approval date for Lake Hills Subdivision, 33rd Filing for one year, and set the new expiration date to June 13, 2015.

APPROVED BY CITY ADMINISTRATOR

Request letter

Subdivision plat

June 3, 2014

Juliet Spalding
Planning Department
2825 3rd Avenue North, 4th Floor
Billings, MT 59101

Dear Juliet,

I am writing as the representative of the landowner and subdivider of Lake Hills Subdivision, 33rd Filing. The 3-year approval of the preliminary plat is about to expire. We are requesting an extension of the preliminary plat so the final plat may be completed.

Sincerely,



Marshall Phil



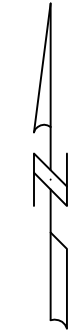
PLAT OF LAKE HILLS SUBDIVISION, 33rd FILING

BEING TRACT D, CERTIFICATE OF SURVEY NO. 793, AND & LOTS 1, 2, 7 & 8, BLOCK 19 OF LAKE HILLS SUBDIVISION, 15TH FILING, AND LOT 1, BLOCK 54, OF LAKE HILLS SUB, 21 ST FILING, AND LOT 5, 31ST FILING (CORRECTED), SITUATED IN SECTION 16, T. 1 N., R. 26 E., P.M.M. IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

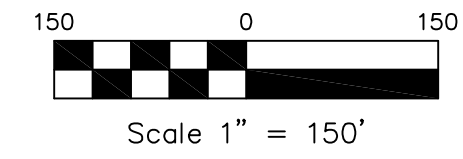
PREPARED FOR: RON HILL
SURVEYOR: NORTH STAR LAND SERVICES, P.C.
ENGINEER: BLUELINE ENGINEERING LLC
MAY, 2014
BILLINGS, MONTANA

SUBDIVISION DETAILS:

Gross Area = 120.223 ACRES
Net Area = 120.223 ACRES
Road Area = 0.000 ACRES
Zoning = RESIDENTIAL



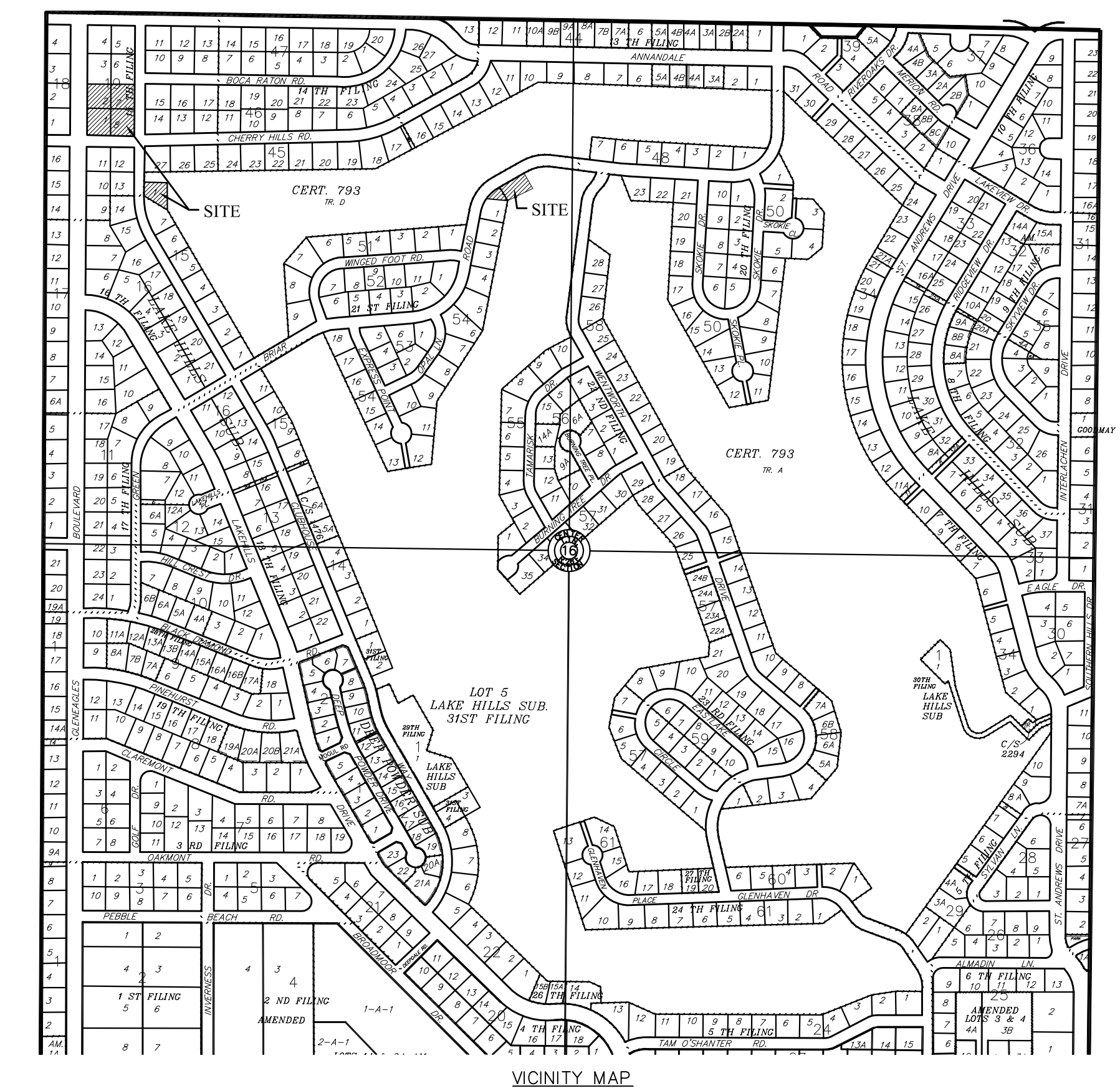
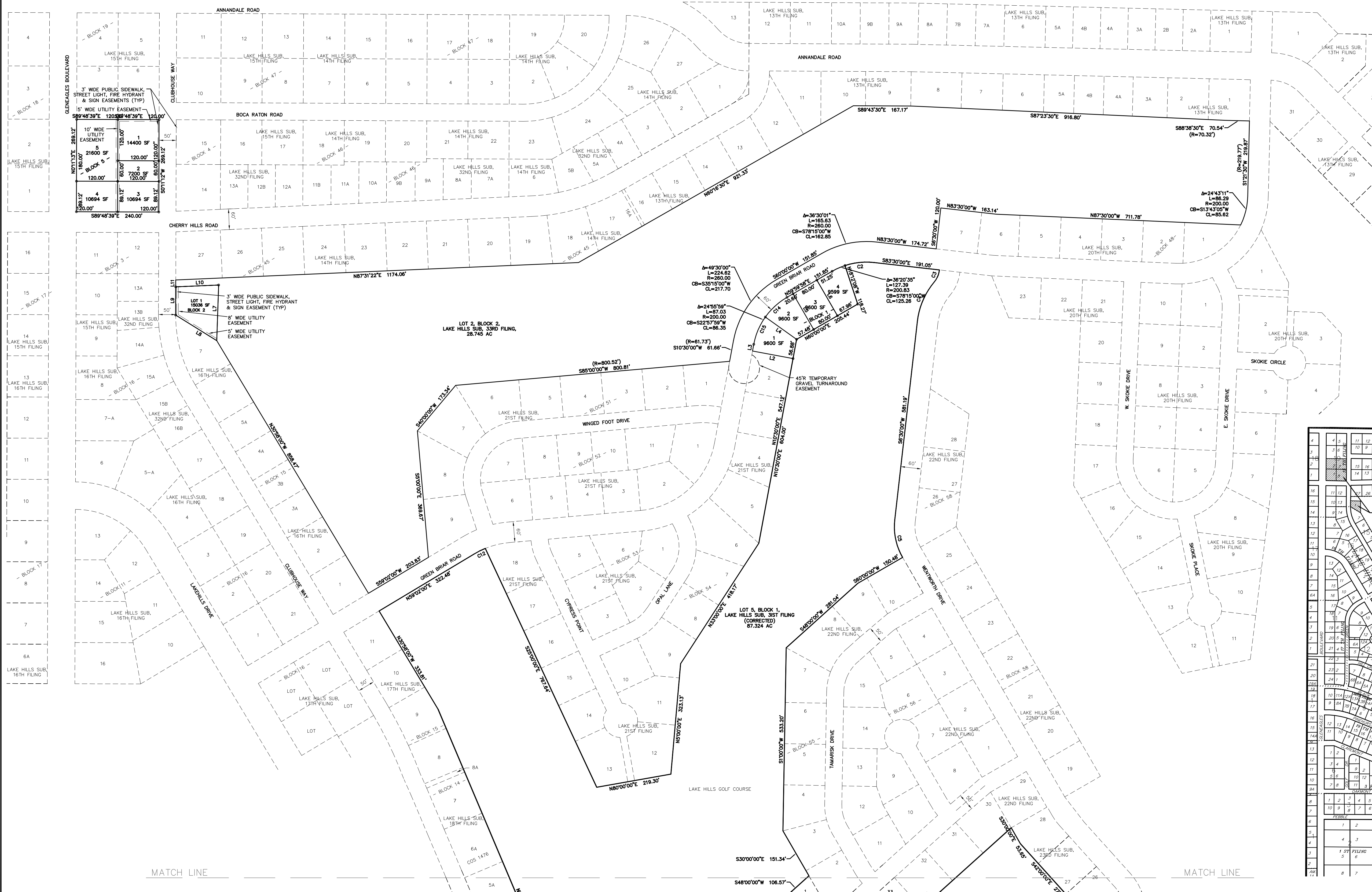
○ = Set 5/8 Rebar with YPC 11289LS
∇ = CORNERS FOUND FROM PREVIOUS SURVEYS



BASIS OF BEARING: Lake Hills Subdivision

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C2	86.21	201.91	24°27'52"	S84°08'56"W	85.56
C3	38.85	66.45	33°29'53"	S23°14'56"W	38.30
C4	126.29	215.99	33°30'04"	S23°14'51"W	124.50
C5	114.67	180.00	36°30'02"	S11°45'01"E	112.74
C6	36.65	300.00	7°00'00"	S9°00'00"E	36.63
C7	109.96	180.00	35°00'00"	S52°30'00"E	108.25
C8	79.41	130.00	35°00'00"	S52°30'00"E	78.18
C9	58.03	95.00	35°00'00"	S17°30'00"E	57.13
C10	462.56	470.00	56°23'20"	N1°48'20"W	444.12
C11	23.75	350.00	3°53'17"	N21°00'21"W	23.75
C12	36.84	240.00	8°47'42"	N63°25'51"E	36.80
C14	85.76	200.00	24°34'01"	N47°42'59"E	85.10
C15	87.03	200.00	24°55'59"	N22°57'59"E	86.35

LINE TABLE		
LINE #	LENGTH	DIRECTION
L2	120.00	N79°30'00"W
L3	20.00	N10°30'00"E
L4	111.91	S54°25'26"E
L5	120.00	S30°00'02"E
L6	120.00	S30°00'02"E
L7	162.12	S1°55'03"W
L8	141.02	N58°07'29"W
L9	82.18	N01°11'55"E
L10	125.03	N87°31'58"E
L11	20.00	N01°11'55"E



MATCH LINE

MATCH LINE

Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: Parkco Industrial Subdivision, Amended Lot 4A1, Subsequent Minor Subdivision Preliminary Plat

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

On May 15, 2014, the Planning Division received an application for preliminary plat approval for Amended Lot 4A1, Block 1, Parkco Industrial Subdivision. The plat contains 2 lots on approximately 3.197 acres of land generally located at 1140 South 29th Street West, South of Millennium Circle. The property currently has Mr. Thrifty Foods on the street frontage. The new lot will be behind the current store. The owner is Edward Hoem, and the representing agent is C&H Engineering.

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 July 4, 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: 1140 South 29th Street West

Legal Description: Lot 4A1, Block 1, Parkco Industrial Subdivision

Owner/Subdivider: Edward Hoem

Engineer and Surveyor: C&H Engineering

Existing Zoning: Controlled Industrial

Existing land use: Mr. Thrifty Food on the street frontage, vacant on the proposed back parcel

Proposed land use: Storage Units

Gross/net area: 3.197 acres / 3.197 acres

Proposed number of lots: 2

Lot size: Max: 1.67 acres
Min.: 1.52 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.

SUMMARY

RECOMMENDATION

Staff recommends that the City Council conditionally approve the preliminary subsequent minor plat of Amended Lot 4A1, Block 1, Parkco Industrial 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. 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.
3. 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

[Preliminary Plat](#)

[Findings of Fact](#)

[Aerial Image](#)

[Mayor's Letter](#)

SURVEY REQUESTED BY OWNERS TO CREATE 2 NEW LOTS FROM 1 EXISTING LOT WITHIN A PLATTED SUBDIVISION.

OWNER: MASICH INVESTMENTS, LLC
JELS, LLC

DEED REF.: DOC. NO. 3591810

AMENDED PLAT OF

LOT 4A1, BLOCK 1, OF AMENDED PLAT OF LOT 3, BLOCK 1, AND LOT 4A OF AMENDED PLAT OF LOT 4, BLOCK 1, PARKCO INDUSTRIAL SUBDIVISION

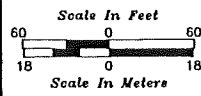
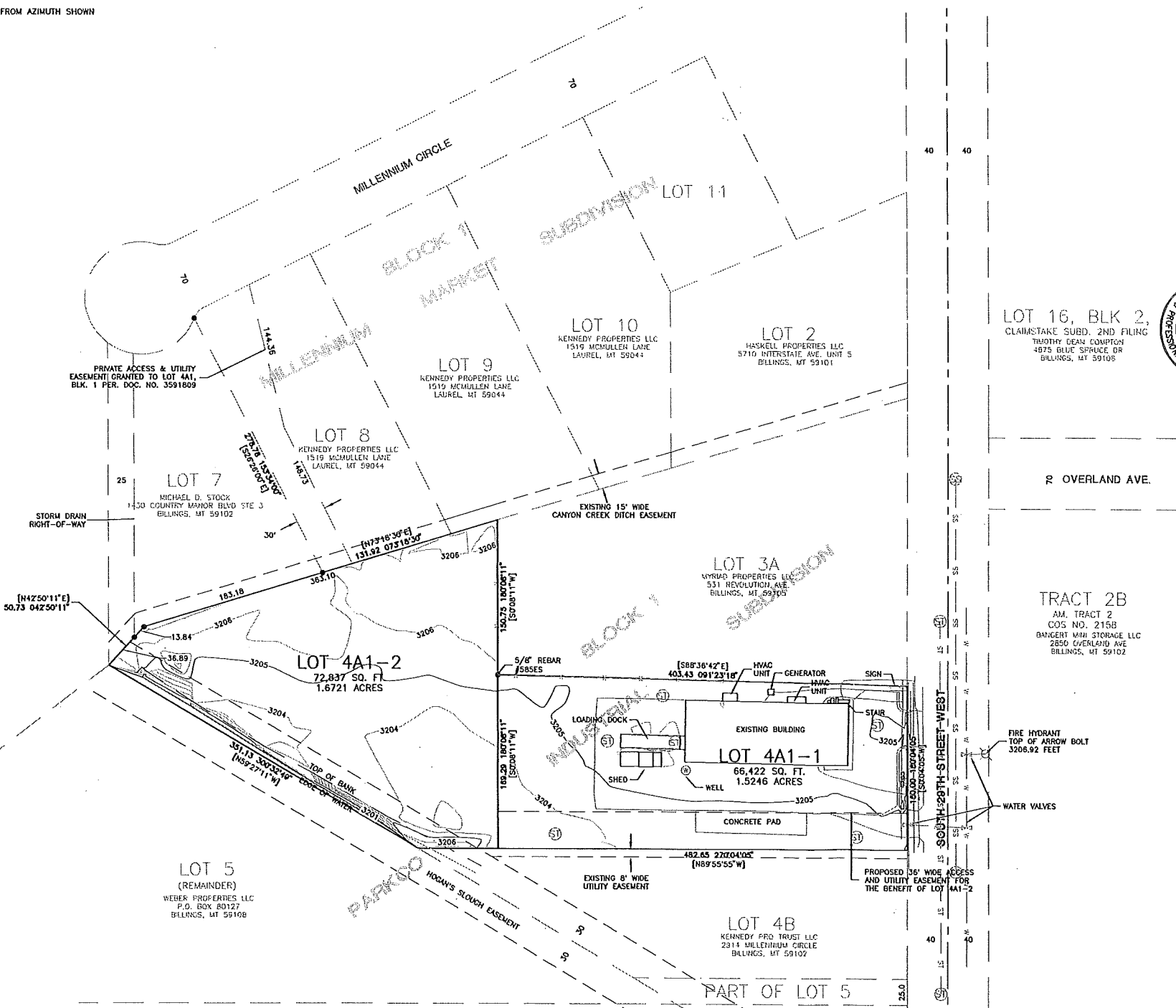
LOCATED IN THE NW 1/4, SECTION 13, T. 1 S., R. 25 E. OF P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

LEGEND

- (R) RECORD DISTANCE OR AZIMUTH
(M) MEASURED DISTANCE OR AZIMUTH
+ SECTION CORNER
+ SECTION QUARTER CORNER
• FOUND 5/8 INCH REBAR WITH YPC OR AS NOTED OTHERWISE

BASIS FOR AZIMUTHS FROM NORTH: THE SOUTH LINE OF LOT 4A1, BEING 270°04'05" AS SHOWN ON AMENDED PLAT OF LOT 4A1, BLOCK 1 OF AMENDED PLAT OF LOT 3, BLOCK 1, AND LOT 4A OF AMENDED PLAT OF LOT 4, BLOCK 1, PARKCO INDUSTRIAL SUBDIVISION

[N45°00'00"E] BEARING COMPUTED FROM AZIMUTH SHOWN



DATE PREPARED: 5/1/2014



CERTIFICATE OF CONSENT
I, the undersigned property owner, do hereby certify that I have caused to be surveyed, subdivided and platted into lots, parcels, blocks, roads and alleys and other divisions and dedications, as shown by this plat hereunto included, the following described tract of land, to wit:

LEGAL DESCRIPTION
Lot 4A1, according to the plat thereof, on file and of record in the office of the Clerk and Recorder, Yellowstone County, Montana, and located in the Northwest Quarter of Section 13, Township 1 South, Range 25 East of P.M.M., Yellowstone County, Montana.

Area = 139,259 square feet, 3.1969 acres or 12,937.6 square meters. Subject to existing easements.
The above described tract of land is to be known and designated as Amended Plat of Lot 4A1, Block 1 of Amended Plat of Lot 3, Block 1, and Lot 4A of Amended Plat of Lot 4, Block 1, Parkco Industrial Subdivision, City of Billings, Yellowstone County, Montana.

The undersigned hereby grants unto each and every person, firm or corporation, whether public or private, providing or offering to provide telephone, electric power, gas, internet, cable television or other similar utility or service, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on this plat as 'Utility Easement' to have and to hold forever.

Lot 4A1-1, as shown hereon, is exempt from review as a subdivision by the Montana Department of Environmental Quality pursuant to A.R.M. 17.36.605(2)(b) as the parcel has a previous approval issued under Title 76, chapter 4, part 1, MCA, and no facilities other than those previously approved exist or will be constructed on the parcel of land and the division of land will not cause approved facilities to deviate from the conditions of approval, in violation of 76-4-130, MCA.

Lot 4A1-2, as shown hereon, is exempt from review as a subdivision by the Montana Department of Environmental Quality pursuant to A.R.M. 17.36.605(2)(a) as a parcel that has no existing facilities for water supply, wastewater disposal, storm drainage or solid waste disposal, if no new facilities will be constructed on the parcel.

CONDITIONS OF APPROVAL FOR THIS MINOR SUBDIVISION/AMENDED PLAT, LOCATED IN THE NW 1/4, OF SEC 13, T 1 S., R 25 E. OF P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

The approval of the application for this Minor Subdivision did not contain any Conditions of Approval that would affect the text or graphics contained on this plat. I hereby certify that all conditions of subdivision application have been satisfied and the information shown is current as of the date of this certification and that changes to any land use restriction or encumbrances may be made by amendments to covenants, zoning regulation, easements, or other documents as allowed by law or by local regulations.

MASICH INVESTMENTS, INC.
JELS, LLC
Dated this ___ day of ___, 2014, by: Larry E. Moltow, President by: Ed Hoem, Secretary-Treasurer

STATE OF MONTANA
COUNTY OF YELLOWSTONE
This instrument was signed or acknowledged before me on this ___ day of ___, 2014, by Larry E. Moltow as president and by Ed Hoem as Secretary-Treasurer of JELS, LLC, a Montana limited liability company.

Notary Public for the State of Montana
Residing at: ___ My commission expires: ___

CERTIFICATE OF SURVEYOR
I, Mark A. Chandler, Professional Engineer and Land Surveyor No. 9518ES, do hereby certify that between October 31, 2012 and ___, 2014, this Amended Plat was surveyed under my direct supervision and that I have platted the same as shown on the accompanying plat and as described, in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 76-3-101 through 76-3-625 M.C.A., and the City of Billings Subdivision Regulations.

Dated this ___ day of ___, 2014.
Mark A. Chandler
Montana Registration No. 9518ES

STATE OF MONTANA
COUNTY OF YELLOWSTONE
On this ___ day of ___ in the year 2014, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Mark A. Chandler, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.
Notary Public for the State of Montana
Residing at: ___ My commission expires: ___

CERTIFICATE OF CITY-COUNTY HEALTH DEPT.
This plot has been reviewed and approved by the Riverstone Health Department.
Dated this ___ day of ___, 2014. By: ___
Riverstone Health Department

CERTIFICATE OF CITY ATTORNEY
This document has been reviewed by the County Attorney's office and is acceptable as to form.
Dated this ___ day of ___, 2014. Reviewed by: ___

CERTIFICATE OF COUNTY TREASURER
I hereby certify that the accompanying Certificate of Survey has been duly examined and that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid per 76-3-207(3).
Dated this ___ day of ___, 2014. Yellowstone County Treasurer

NOTICE OF APPROVAL
This plot has been approved for filing by the Yellowstone County Board of Planning and conforms to the recommendations of this board.
Dated this ___ day of ___, 2014. Yellowstone County Planning Board President

Yellowstone County Planning Board Executive Secretary

YELLOWSTONE COUNTY CLERK AND RECORDER FILING INFORMATION



Findings of Fact
Amended Lot 4A1, Block 1, Parkco Industrial Subdivision

Staff is forwarding the recommended Findings of Fact for Amended Lot 4A1, Block 1, Parkco Industrial 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 purposes. On the street frontage of the lot is the current location of Mr. Thrifty Foods. The second lot is being created behind the existing building on extra land that is not needed by the current owner for his business. Along the south western edge of the proposed back lot there is a length of the Hogan Slough. A 30 foot easement exists along the southwest property line for Hogan's Slough and a 15 foot wide easement exists north of the north property line for the Canyon Creek Ditch. The waterways will stay in place as well as the existing easements. 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 South 29th Street West. Proposed lot 4A1-1 is currently connected to city water and sewer. Proposed Lot 4A1-2 will need to connect to city services at the time of lot development if the proposed use requires water and sewer. Water for proposed Lot 4A1-2 will come off of Millennium Circle through an access and utility easement that runs between Lot 7 and 8 in Millennium Market Subdivision to the north.
- b. **Sewer** - The subdivision is currently served by a sanitary sewer main located in South 29th Street West. Lot 4A1-1 is currently connected to sewer service from the existing main. Lot 4A1-2 will receive sanitary sewer service at the time of development should the proposed use require sanitary sewer service. Sewer for proposed Lot 4A1-2 will come off of Millennium Circle through an access and utility easement that runs between Lot 7 and 8 in Millennium Market Subdivision to the north

Private utilities such as electric and gas are available to the lots upon development. According to a response from Northwestern Energy the existing utilities run in an easement on the north edge of the existing subdivision. 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 has street frontage on South 29th Street West. South 29th Street West has an existing 80-foot wide right-of-way dedication and is constructed with curb gutter and sidewalk already in place.

No street improvements are required with this subdivision.

- 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 605 South 24th Street West (Station #5). The subdivider will need to have a new address assigned to the second parcel which is done through the fire department. 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. There is however an opportunity for a bike trail connection where Canyon Creek and Hogan Slough meet at the western tip of proposed lot 4A1-2. A bikeway and trail exists north of this property near the cul-de-sac of Millennium Circle and it dead ends at this point. Future bikeway and trail that continues from its current location alongside the Hogan Slough would help make more connected trail system for the population of Billings and connect more neighborhoods.

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 Controlled Industrial zoning. All development shall conform to all the requirements of the zoning in effect at the time of lot development. 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 Lot 4A1-1 will be directly from South 29th Street West and for Lot 4A1-2 via a 42 foot wide Access and Utility Easement from South 29th Street West.

CONCLUSIONS OF FINDING OF FACT

- The preliminary plat of Amended Lot 4A1, Block 1, Parkco Industrial 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 23, 2014

Thomas W. Hanel, Mayor



S 29th St W

Overland Ave



© 2014 Google

1996

Imagery Date: 10/25/2013 45°44'56.17" N 108°35'19.10" W elev 3205 ft eye alt 4477 ft

Google earth

Mayor's Approval Letter— Amended Lot 4A1, Block 1, Parkco Industrial Subdivision

June 24, 2014

Edward Hoem
1140 South 29th Street West
Billings, MT 59102

Dear Property Owner:

On June 23, 2014, the Billings City Council conditionally approved the preliminary plat of Amended Lot 4A1, Block 1, Parkco Industrial 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. 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.
3. 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: Mick Balch, C&H Engineering

Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: DayBreak Subdivision -- Preliminary Major Plat

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

On April 1, 2014, owner, Regal Land Development, Inc., applied for preliminary major plat approval for DayBreak Subdivision. The proposed subdivision creates 74 new lots for single-family and multi-family development, 2 lots to be held privately by the subdivision home owners association and used for storm water retention, and one lot and a trail corridor to be held and maintained privately by the subdivision home owners association. The subject property is generally located just east of the intersection of Grand Avenue and 56th Street West on the south side of Grand Avenue. The property was annexed into the City on May 27, 2014, and a concurrent zone change from Agricultural Open Space to R6000 will be effective July 9, 2014. Development is proposed in at least three phases. The Yellowstone County Board of Planning conducted a public hearing on this proposal on May 28 and continued its discussions and made a recommendation at its meeting on June 10. City Council is being asked to take action on this preliminary plat application at this meeting.

ALTERNATIVES ANALYZED

In accordance with state law, the City Council has 60 working days to act upon this major preliminary plat. The 60 working day review period for the proposed plat ends on June 23, 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 60 working 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: South of Grand Avenue and east of the intersection of Grand Avenue and 56th Street West.

Legal Description: 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

Owner/Subdivider: Regal Land Development, Inc. (Dan Wells, President)

Engineer and Surveyor: Scott Worthington, P.E.

Existing Zoning: Agricultural Open Space

Proposed Zoning: Residential-6000

Existing land use: Single family residence and agricultural uses

Proposed land use: Single-family and multi-family residential

Gross and Net area: 19.57 acres; 18.66 acres

Proposed number of lots: 74

Lot size: Max: 12,368 square feet

Min.: 6,030 square feet

Parkland requirements: Parkland requirements are: 1.378 acres

Proposed parkland: combination of credit for private linear trail corridor and park area, and cash-in-lieu payment for the remaining required dedication.

Variance requested: A variance to allow a right-of-way width for a collector level street of 60 feet instead of the required 74 feet is requested.

STAKEHOLDERS

A public hearing was held at the May 28, 2014, Yellowstone County Board of Planning meeting. Aside from the developer, his engineer, and staff from the Parks, Recreation and Public Lands Department (PRPL), no public comments were received at the hearing.

There was significant discussion at the public hearing meeting between the Planning Board members and the developer, his agent, and PRPL staff regarding the plans for park land dedication and cash in lieu. An initial plan was accepted by PRPL and the Planning Board during its Plat Review meeting on May 13, but the developer made a new proposal just prior to the Planning Board public hearing that caused additional discussion and debate. The Planning Board delayed action on the preliminary plat until its meeting on June 10 so that Engineering, PRPL, and the Developer's agent could better analyze the new proposal and see if it would function for park land. Analysis was conducted and it was determined that stormwater on the subdivision can be managed without using any of the open space on the east side of DayBreak Drive for stormwater control. The subdivision will utilize four stormwater facilities, labeled as A, B, C and D on the preliminary plat attached) and the area east of DayBreak Drive will be strictly for park use. The park, like the trail corridors, will be counted as credit toward park land dedication but will be held and maintained privately by the Daybreak Subdivision HOA.

The Planning Board at its June 10 meeting reviewed the proposal and took action to support the park land proposal and recommend approval of the preliminary plat of the subdivision to the City Council.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

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

RECOMMENDATION

The Planning Board recommends conditional approval of the preliminary plat of DayBreak Subdivision, including the Variance from Section 23-406(B)(6), BMCC to allow a 60 foot ROW for a Collector Street, and adoption of the Findings of Fact to the City Council.

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

1. To minimize effects on agricultural water users and local services, the irrigation ditch across the front of the subdivision in the Grand Avenue right-of-way will be maintained by the DayBreak Home Owners Association (HOA). The maintenance language in the HOA documents must be approved by the City prior to final plat approval and recording of the HOA documents.
2. To minimize effects on local services, utility easement will be shown on the lots on the final plat acceptable to private utility providers.
3. To minimize effects on local services, prior to final plat approval the final storm water management plan shall be approved by the City Engineering Division and provide evidence that the proposed storm water retention areas providing mitigation for DayBreak Subdivision are sized to handle the calculated storm water runoff amounts.
4. To minimize effects on local services, stormwater ponds A, B, C, and D shall all be maintained by the Homeowners Association. Stormwater ponds A and B will be located in the City road right-of-way. Permanent storm water easements on ponds C and D shall be shown on the final plat and easement documents prepared to enable the City to create a maintenance district in the future if the HOA fails to maintain the private retention areas. The maintenance language in the HOA documents must be approved by the City prior to final plat approval and recording of the HOA documents.
5. To minimize effects on local services, the subdivider shall make a contribution equivalent to construction of half a residential street to fund the future construction of Grand Avenue in front of this subdivision to a Principal Arterial Street standard. The contribution will take into account what is already built for Grand Avenue. The contribution will be determined in coordination with the City Engineering Division and will be made prior to final plat approval.
6. To minimize effects on local services, an auxiliary left turn lane is needed on Grand Avenue at the entrance to the subdivision. This turn lane shall be constructed with the other public improvements serving Phase III of the subdivision. In the event a more comprehensive widening project on Grand in the vicinity of 54th & 56th Streets West is initiated by the City prior to the start of Phase III, the City will require a cash contribution based on a cost estimate submitted by the developer and approved by City Engineering toward the larger project. Section III (A) of the SIA will be amended to reflect these two options and language will be added to Section X regarding the project Phasing.
7. To minimize effects on local services as per Section III (D) of the Subdivision Improvement Agreement, prior to final plat approval the subdivider shall provide a contribution of \$5,400 toward mitigation of impacts to the 48th Street West and Grand Avenue intersection, and a contribution of \$5,800 toward mitigation of impacts to the 54th Street West and Grand

Avenue intersection.

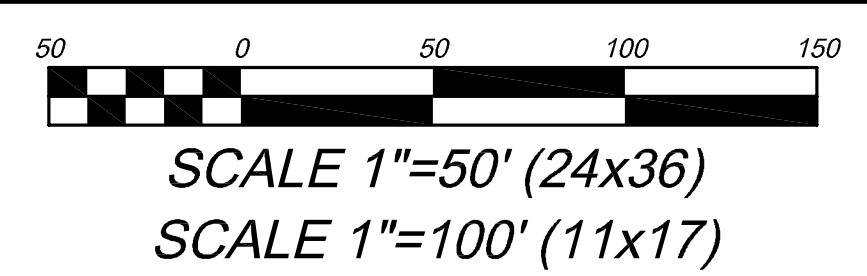
8. To meet the park land dedication requirements for this subdivision, prior to final plat approval the park land dedication and remaining cash in lieu balance will be met in the following way and language added to the SIA as noted:
 - The three trail corridors across the subdivision as shown on the preliminary plat and the area labeled “Parkland” on the east side of DayBreak Drive will be counted toward the park land dedication requirement for the subdivision (Approx. 25,811 Sq.Ft.). Public access easements will be shown and provided over the park land area and the three trail corridors to ensure public access is maintained (Amend Section VII of the SIA to reflect the dedication credit and the public access easements).
 - The trail corridors will be 15 feet wide (Amend Section III F and Section VII of the SIA to reflect this)
 - The trail corridors will be privately held land owned by the Home Owners Association (Amend Section III F and Section VII of the SIA to reflect this)
 - The trail corridors will be maintained by the Home Owners Association (Amend Section VII of the SIA to reflect this)
 - Fence heights along the trail corridors will be limited to 4 feet maximum height (Amend Section VII of the SIA to include this information and reference the Covenants and Restrictions for the Subdivision)
 - The remaining cash-in-lieu will go toward future development of Cotton Wood Park (Amend Section VII of the SIA to reflect the remaining cash contribution will go toward Cotton Wood Park)
1. To minimize effects on public health and safety, two gates need to be erected at the Grand Avenue and Clear Sky Drive ends of the Emergency Access Road to prevent it from being blocked by parked vehicles. Signage shall be posted on the outsides of the gates and shall include “Fire Lane – No Parking” in addition to “Emergency Access Only”. Language in Section IV Emergency Service. of the SIA shall be updated to reflect the need for two gates and the need for signage on the outside of the two gates.
2. To minimize effects on local services the subdivider shall provide a letter from the US Postal Service stating its approval of the final centralized mailbox locations prior to final plat approval.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

APPROVED BY CITY ADMINISTRATOR

Preliminary Plat
Findings of Fact

Mayor's Approval Letter

STEVEN GOODMAN 1027 56TH ST W
 BRIAN & DONNA HUSTON 1115 56TH ST W
 JAMES & DONNA SULLIVAN 1165 56TH ST W
 LLOYD & DEBORAH HARTFORD 1201 56TH ST W
 HOPE EVANGELICAL CHURCH 5554 GRAND AVE



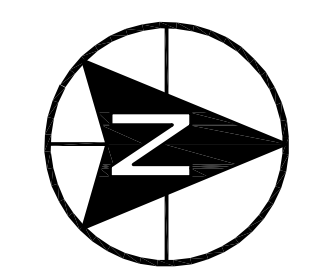
NW COR SECTION 4
 T.1S, R.25E
 M.P.M.
 N 89°57'18" W
 328.96'

DEVELOPMENT
Plat of DayBreak Subdivision

DEVELOPER
 REGAL LAND DEVELOPMENT
 P.O. BOX 80445
 BILLINGS, MT 59108

CIVIL ENGINEER
 SCOTT WORTHINGTON, PE
 4118 WOODCREEK DR
 BILLINGS, MT 59106

SURVEYOR
 SANDERSON STEWART
 1300 N TRANSTECH WAY
 BILLINGS, MT 59102



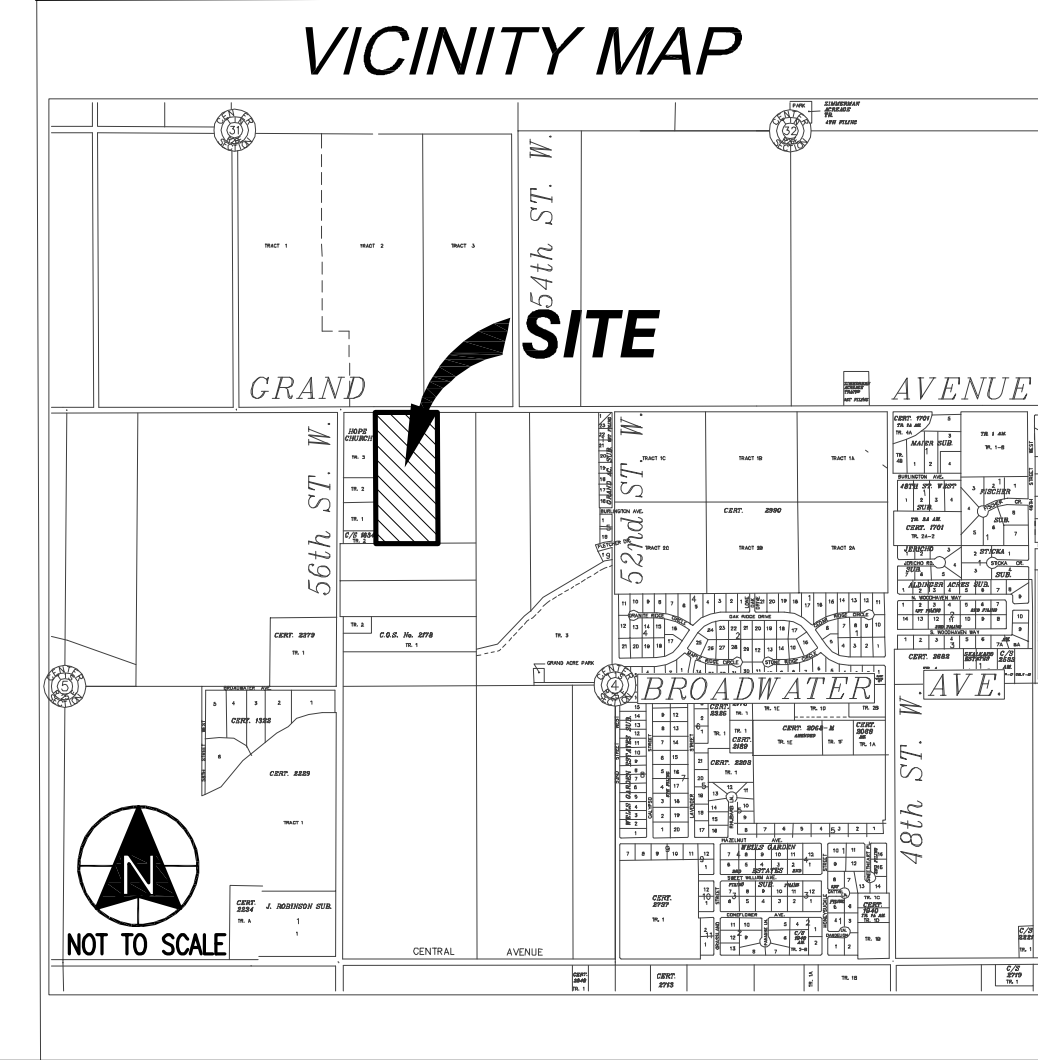
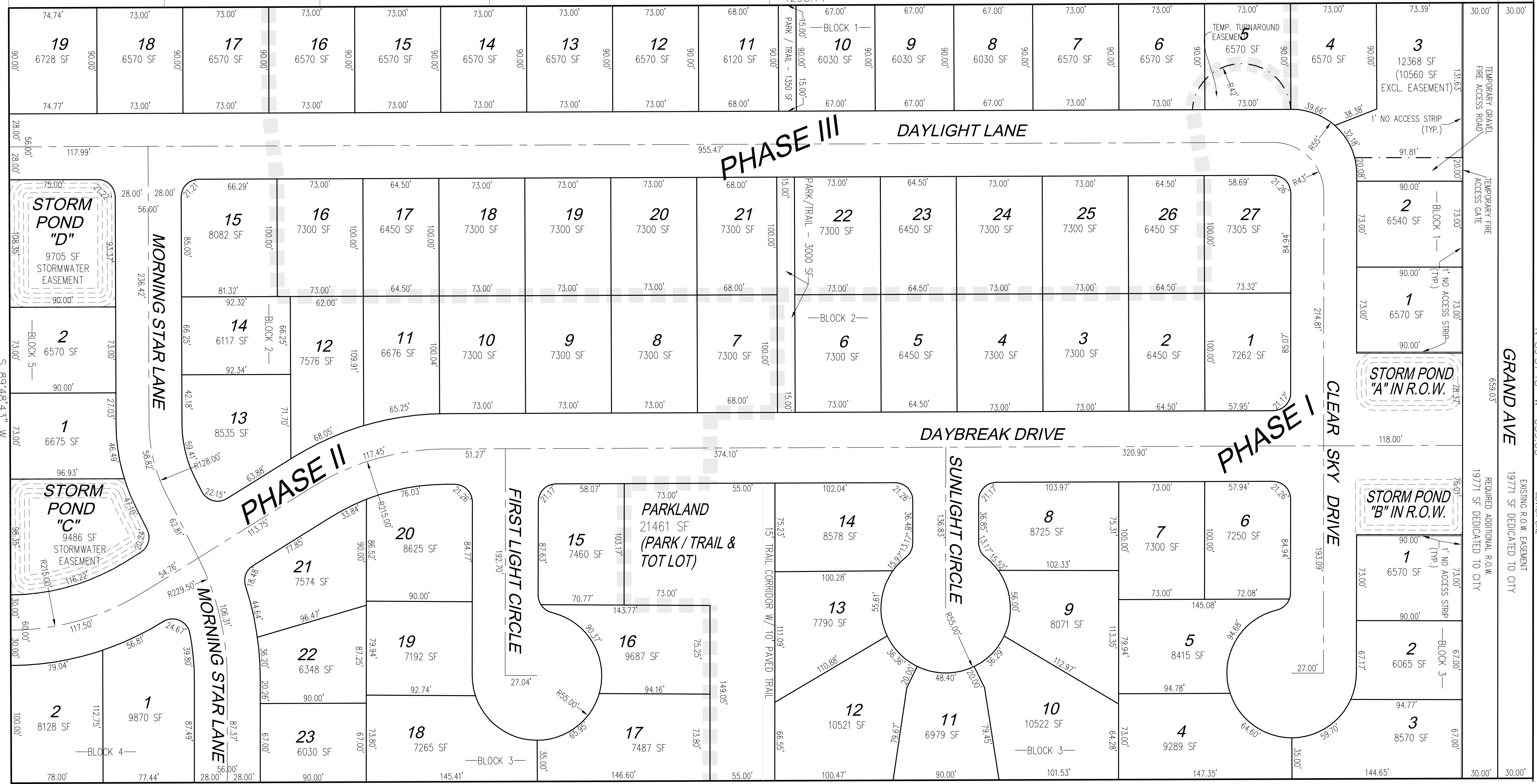
LEGAL DESCRIPTION
 THE E 1/2 OF THE W 1/2 OF THE NW 1/4 OF THE NW 1/4 AND THE W 1/2 OF THE E 1/2 OF THE NW 1/4 OF THE NW 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 25 EAST, M.P.M. CONTAINING: 19.57 ACRES

NO.	DATE	DESCRIPTION
1	3/24/2014	Initial submission
2	4/24/14	revised per comments
3	6/7/14	Lot 15 Bl. 3 to Park
4		
5		
6		
7		

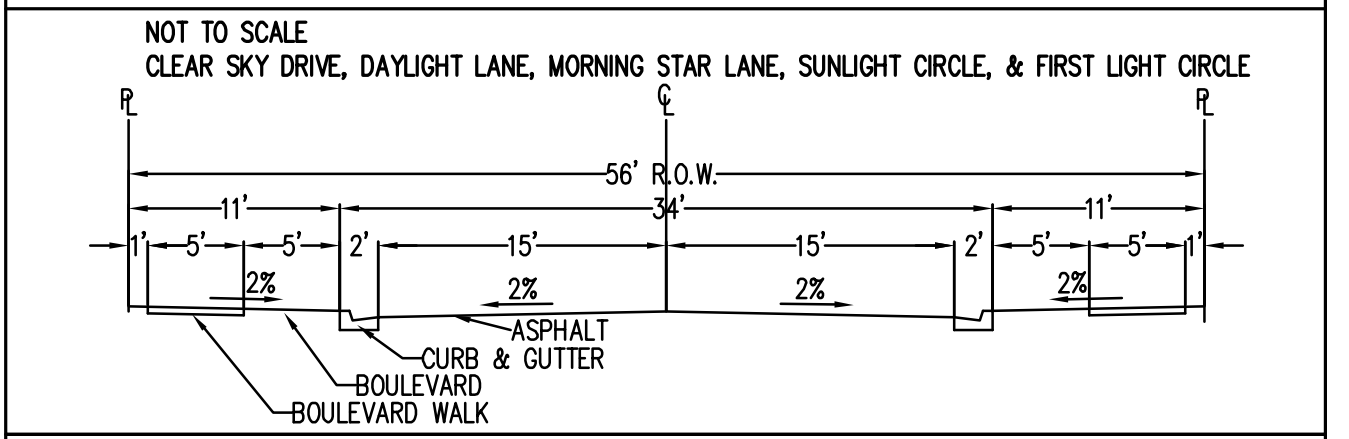
PROJECT
DayBreak
 19.57 ACRE
 R-6000
 SUBDIVISION

DESCRIPTION
PRELIMINARY PLAT

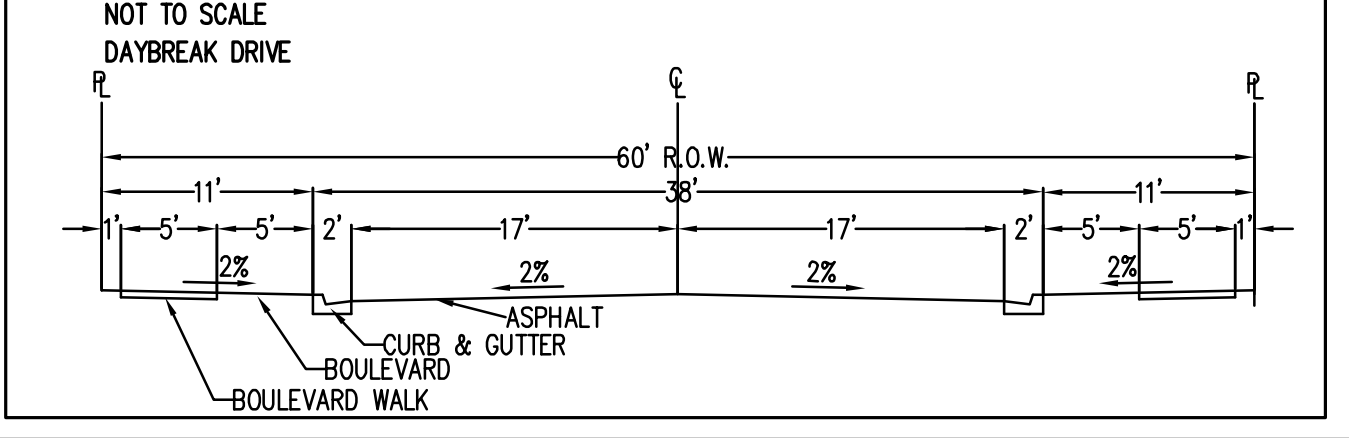
SHEET NAME SHEET NUMBER
 PRELIM 1



56' LOCAL ROAD CROSS-SECTION

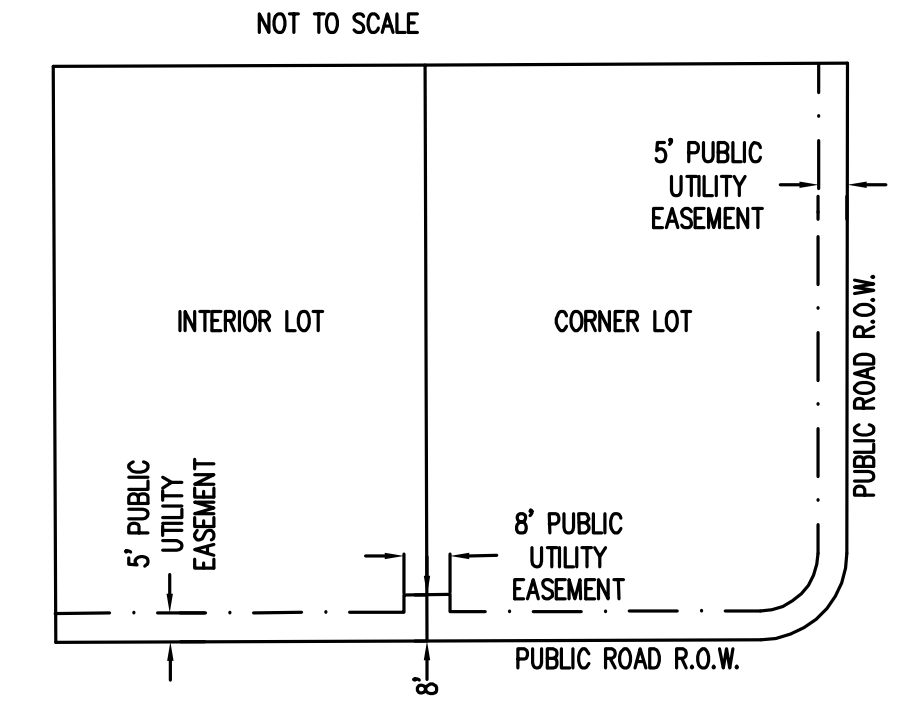


60' COLLECTOR ROAD CROSS-SECTION



N 00°11'25" W
 1292.46'
 DURAND WARD
 5416 GRAND AVE

TYPICAL UTILITY EASEMENTS



TABULATIONS

GROSS AREA=	19.57 AC
GRAND AVE R.O.W. DEDICATION=	0.91 AC
AREA OF ROADS=	5.30 AC
AREA OF PARKLAND=	0.59 AC
STORM WATER RETENTION AREAS (NOT IN R.O.W. OR PARKLAND)=	0.44 AC
NET AREA (AREA OF LOTS)=	12.33 AC
NUMBER OF LOTS=	73
AVERAGE LOT AREA=	7,357 SF
MAXIMUM LOT AREA=	12,368 SF
MINIMUM LOT AREA=	6,030 SF
EXISTING ZONING=	OPEN AGRICULTURAL
PROPOSED ZONING=	R-6000
EXISTING LAND USE=	AGRICULTURAL
PROPOSED LAND USE=	RESIDENTIAL
LINEAR FEET OF STREETS=	3,703 LF

FINDINGS OF FACT

DayBreak Subdivision

The Planning staff has prepared the Findings of Fact for the preliminary plat of DayBreak Subdivision and has provided them 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 23-302(H)(2)]

1. Effect on agriculture and agricultural water user facilities

The subject property has been used as irrigated cropland in the past and has one residence on it built in 1976. The residence will be removed for development of this proposed subdivision. The property is in the County but is requesting annexation to the City as part of the development process. Developing this property in the City will remove about 18 acres from agricultural production in the County.

An existing irrigation ditch runs east and west along the south side of Grand Avenue along the frontage of the subject property. The ditch serves the subject property and the property immediately to the east that is still in the County. The developer has proposed to pipe the ditch across the DayBreak Subdivision frontage to allow the ditch to continue to serve the property to the east. It appears the ditch will end up in dedicated road right-of-way provided for this development and be within City road right-of-way on Grand Avenue. However, the subdivider is indicating that maintenance of the ditch will be the responsibility of the DayBreak Home Owners Association (HOA). The City will need to approve of the maintenance language for the ditch in the HOA documents prior to final plat approval (**Condition #1**).

2. Effect on local services

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

Sanitary sewer service will be provided by connecting to the existing City sewer main in Grand Avenue. The subdivider will install new sewer mains in the local streets and individual services for each lot in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ. A portion of the southern area of the subdivision (approximately Phase II and part of Phase III) is expected not to be able to utilize gravity flow to the sewer system and will use grinder/ejector pumps to pump sewage to the gravity sewer system.

MDU will provide gas services and Yellowstone Valley Electric will provide electric services to the subdivision. Easements must be shown on the face of the plat that are acceptable to these utility providers (**Condition #2**). The current depiction of a typical easement scenario on the preliminary plat is not needed when the actual easements are shown on the lots on the final plat.

- b. **Storm water** – Storm water drainage for the public streets is proposed to be provided by a network of curb and gutter that discharges into storm water pipes and eventually to up to five retention areas. The five retention areas are proposed as follows
- Two areas (labeled “A” and “B”) within the City road right-of-way on both sides of the DayBreak Drive entry into the subdivision at Grand Avenue.
 - Area “C” at the southeast corner of the intersection of Daylight Lane and Morning Star Lane. This area will be a lot held by the DayBreak Subdivision HOA. It also will have a blanket stormwater easement over it so that if the HOA fails to maintain it the City reserves the right to create a maintenance district in the subdivision to maintain the retention area (**Condition 4**).
 - Area “D” at the southwest corner of the intersection of DayBreak Drive and Morning Star Lane. This area will be a lot held by the DayBreak Subdivision HOA. It also will have a blanket stormwater easement over it so that if the HOA fails to maintain it the City reserves the right to create a maintenance district in the subdivision to maintain the retention area (**Condition 4**).

The City has most recently been reviewing stormwater facilities proposed in new subdivisions and either taken ownership of the facilities or have the facilities remain privately held by the subdivision home owners associations. In either case, the home owner associations are being required to maintain the facilities and permanent storm water easements are being required to be placed over them on the final plat to ensure continued maintenance of the facilities by the HOA or the City. Several conditions of approval are proposed as discussed above to address the design, ownership and maintenance of the stormwater facilities in DayBreak Subdivision (**Condition 3, Condition 4**).

Regardless of the design, ownership and maintenance requirements, all drainage improvements shall also satisfy the criteria set forth by the *City of Billings Storm water Management Manual* and will be subject to review and approval by the City Engineering Department.

- c. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.
- d. **Streets** – The lots within the subdivision will be served by one initial full access via DayBreak Drive off Grand Avenue with a temporary emergency access also off of Grand Avenue. The short frontage this subdivision has on Grand Avenue made two full accesses a traffic safety and circulation concern for the City. The emergency access will be in place until such time as full secondary access is provided when Morning Star Lane connects to

future development to the east and DayBreak Drive connects to future development to the south of the subject property.

The subdivision will dedicate 60 feet of right-of way for the south half of Grand Avenue where it fronts the subdivision. Thirty feet of the dedication is to replace a 30-foot right-of-way easement and 30 feet is new right-of-way dedication. The subdivider will make a contribution equivalent to construction of half a residential street to fund the future construction of Grand Avenue in the area of the city to a Principal Arterial Street standard. The contribution will take into account what is already built for Grand Avenue. This requirement is specified in Section III (A) Streets of the Subdivision Improvement Agreement. The contribution will be made prior to final plat approval (**Condition 5**).

Based on actual travel speeds on Grand Avenue, the City Engineering Division determined an auxiliary left turn lane is needed on Grand Avenue at full build out of the subdivision. Based on projected traffic, Phases I & II can function without the turn lane. Based on other projects in the area (Vintage Estates, widening at 54th & Grand, and the proposed middle school at 56th) there is a possibility that a single overall project could be advanced to widen Grand, rather than doing each project independently. If a single project moves forward prior to the start of phase III, a cash contribution equal to the cost of widening just for Daybreak Subdivision would be sought (**See Condition 6**).

The other streets in the subdivision classified as local residential streets are Clear Sky Drive, Daylight Lane, Morning Star Lane, First Light Circle and Sunlight Circle. They will all be built within 56-foot dedicated rights-of-way to City standards by providing a 34-foot width, curb/gutters, and boulevard sidewalks. They will be built in at least three phases. Any dead-end sections of these streets greater than 150 feet in length will need to have a temporary turnaround built to City standards at their terminus.

DayBreak Drive is identified as a north-south Collector street, and as such, the subdivider would normally be required to dedicate a 74-foot right-of-way for development of this street through the subdivision. The applicant has requested a variance from Section 23-406(B)(6), BMCC that would require the provision of 74 feet of right of way for DayBreak. The applicant is requesting to dedicate 60 feet of right-of-way (See Variance Request attached to this memo). The City Engineering Division was supportive of this variance request as long as parking was prohibited along the eastern side of DayBreak Drive to facilitate full design of a Collector street.

A Traffic Impact Study (TIS) was completed for DayBreak Subdivision in order to evaluate the subdivision's impact on the street network in the surrounding area. Impacts were evaluated for two main area intersections that will be effected by the development of the subdivision. These intersections are 48th Street West and Grand Avenue and 54th Street West and Grand Avenue. The contributions toward the two intersections are based on the standard methodology used to determine the pro rata share of a development's intersection improvement cost. City Engineering has determined that a contribution of \$5,400 will be required of the subdivider for the 48th Street West and Grand Avenue intersection, and a contribution of \$5,800 will be required of the subdivider for the 54th Street West and Grand

Avenue intersection. Prior to final plat approval, the subdivider shall make these contributions (**See Condition 7**).

- e. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station is located at 54th St. West and Grand Ave. (Station #7), about 0.3 miles from the subdivision. The subdivision is located within the ambulance service area of American Medical Response (AMR). While this proposed subdivision is in an area that has development already in the City near it, the Police Department continues to express concern that continued development and annexation adversely affects the Departments ability to deliver services. The City is planning to pursue an additional public safety mill levy in 2014, but it will have to be approved by voters.

Emergency Access - A temporary emergency access off of Grand Avenue connecting to Clear Sky Drive will be constructed prior to final plat approval as specified in Section IV Emergency Service of the SIA. The emergency access will be in place until such time as full secondary access is provided when Morning Star Lane connects to future development to the east and DayBreak Drive connects to future development to the south of the subject property. The Emergency Access will be built to City standards for emergency access roads. Since the access is to be only 20 feet wide, gates need to be erected at the Grand Avenue and Clear Sky Drive ends of the access to prevent it from being used for parking of vehicles. Signage shall be posted on the outsides of the gates and shall include “Fire Lane – No Parking” in addition to “Emergency Access Only”. Language in Section IV of the SIA needs to be updated to reflect the need for two gates and the need for signage on the outside of the two gates (**Condition 9**).

- f. **Schools** –School District #2 provides educational services to elementary through high school students. Schools serving these students are Central Heights Elementary, Will James Middle School, and West High School. No written responses from the district were received at the time this report was drafted. However, the district has completed a master plan for growth addressing school capacity and facilities, and is now looking at adjusting district boundaries to better serve residence in different areas of the City.
- g. **Parks and Recreation** – Residential subdivisions creating lots with housing densities less than one dwelling unit per ½-acre are required by State and local laws to dedicate 11% of the net land area (or provide an equivalent cash contribution) for parkland.

The 11% requirement amounts to 1.37 acres for this subdivision. The subdivider, Parks, Recreation and Public Lands Department (PRPL) staff and Planning Division staff have been in discussions on the subdivider’s proposal to meet the parkland dedication toward a combination of dedication and cash-in-lieu. A resolution had not been reached at the time this memo was completed, but staff has prepared a summary of the situation here and expects further discussion at the Plat Review Meeting.

The subdivider originally proposed to meet this requirement with both land dedication and cash in lieu of land in the following way: The subdivider proposed to dedicate three 10-foot wide trail corridor connections as parkland in addition to a park/stormwater retention area.

The total land dedicated would be about 17,000 square feet. The remaining dedication would be met by cash-in-lieu to go toward the development of Cottonwood Park about 0.8 miles to the north of the subdivision.

PRPL staff found that the trail corridors proposed were too narrow, very difficult to maintain, and were not part of the larger Heritage Trail system. The PRPL staff also found that the small, 13,000 square foot stormwater detention pond and park area would not be a usable park space given its size and the potential for water to be present regularly. PRPL and Planning staff provided an alternative to the subdivider that suggested the subdivider could receive credit for parkland dedication for the trail corridors under the following conditions: The trail corridors must be 20 feet wide to meet the standard width for trail corridors in the City, the trail corridors be privately held and maintained by the DayBreak Home Owners Association, and the 13,000 square foot stormwater detention pond and park area remain privately held and maintained by the DayBreak Home Owners Association and not be given credit for park land.

Just prior to this report being finalized, the subdivider proposed the trail corridors be 15 feet wide and still potentially be dedicated to the City for park land or by other means. The subdivider also proposed that he would build the trail but would want the cost of the trail construction to be included in the parkland contribution requirements for the subdivision.

Park Land Dedication Allocation

At the Plat Review Meeting, the Developer's Agent Scott Worthington, PE, and PRPL Park Planner Mark Jarvis discussed the approach and options to meeting the park land dedication for the subdivision. All agreed that the trail corridor is an asset to the public and provides a connection for people internally and externally to the subdivision. Worthington stated that: The developer is willing to hold the trail corridors privately and maintain them through the Home Owners Association (HOA) in the subdivision and the developer is also willing to provide 15 foot-wide corridors. Worthington said the developer would like credit for construction of the trail to go toward the subdivision's cash-in-lieu contribution for the remaining park land dedication requirement. He said the developer is also proposing to limit fence heights for adjacent lots to 4 feet to prevent the "tunnel" effect 6 foot fences create and also to improve safety and views of the corridors from the neighboring lots.

Mark Jarvis, Park Planner with the Parks, Recreation and Public Lands Department (PRPL), explained that the 20 foot wide trail corridors proposed by PRPL staff is a safety issue as it provides room for trail users to get off the trail safely, provides better access for emergency vehicles, and makes access for maintenance easier as well. However, he said the PRPL staff would be willing to have the corridors be 15 feet wide in this situation as they will be privately held and maintained. He said he was very supportive of the lowered fence height. He said that PRPL staff is supportive of providing park land dedication credit for the trail corridors through the subdivision with the balance in cash-in-lieu going to Cotton Wood Park.

Jarvis said that PRPL could not support accepting the trail improvements as part of the cash-in-lieu contribution as this had not been done before and raises issues of the construction

process, standards, purchasing policies of the City and other concerns. He said PRPL has worked with developers to build improvements in public parks where the City has oversight of the projects and standards. He said these trails will be private and the same oversight is not possible.

At the Planning Board Public Hearing on the plat, the Developer Dan Wells made another proposal for the park land design where only a portion of the Stormwater Pond on the east side of DayBreak Drive would be used for stormwater, the rest would be used for park land, and an adjacent lot, Lot 15, would also be provided as park land. This new proposal generated a lot of discussion. Jarvis said Parks was concerned with the new proposal in terms of the actual area of the land that would be functional for park land versus the stormwater area and also the safety of the park area users adjacent to DayBreak Drive. He said that the City Engineering staff had not had a chance to review this new proposal and determine how much of the area the stormwater would take up of the park area.

The Planning Board decided to delay action on the plat until its June 10 meeting so that Engineering, Parks, and the Developer's agent could better analyze the new proposal and see if it would function for park land. Staff has analyzed the situation and found that stormwater on the subdivision can be managed without using any of the open space on the east side of DayBreak Drive for stormwater control. The subdivision will utilize the other four stormwater facilities and this area will be strictly for park use. The park, like the trail corridors, will be held by the Daybreak Subdivision HOA privately and be maintained by the HOA.

Given the discussion, clarifications, and confirmations from City Engineering, the developer's agent and the PRPL staff since the May 28 public hearing meeting, the park land dedication for this subdivision will be met in the following way:

- a. The three trail corridors across the subdivision as shown on the plat and the park land area on the east side of DayBreak Drive will be counted toward the park land dedication requirement for the subdivision (Approximately 25,811 Sq.Ft.) . Public access easements will be shown and provided over the park land area and the three trail corridors to ensure public access is maintained.
- b. The trail corridors will be 15 feet wide
- c. The trail corridors will be privately held land owned by the Home Owners Association
- d. The trail corridors will be maintained by the Home Owners Association
- e. Fence heights along the trail corridors will be limited to 4 feet maximum height
- f. The remaining cash-in-lieu will go toward future development of Cotton Wood Park.

(See Condition 8 for how these items are to be reflected in the final plat approval and SIA)

- h. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision and has indicated that centralized mailbox units will be required. In order to assure the coordination of mailbox locations, it is recommended as a condition of approval that the subdivider provide a letter from the postal service acknowledging its agreement with the mailbox locations prior to final plat approval (**Condition #10**).

3. Effect on the natural environment

The subject property is in an area where conversion of agricultural land to suburban and urban development has been happening for many years. The area consists of irrigated agricultural land, large-lot single family development in the County, and some large lot residential development and higher density residential development in the City. During development, storm water pollution prevention best management practices are required to be used and monitored to prevent erosion on exposed ground. These provisions should help balance any impacts on the natural environment.

4. Effect on wildlife and wildlife habitat

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

5. Effect on the public health, safety and welfare

Soil conditions have the potential to impact the public health and safety of future property owners in this subdivision. A geotechnical analysis was completed for the subject property and found that “the soils at this site are weak, compressible, and potentially collapsible when moisture is induced.” The report also states that “the presence of relatively shallow groundwater along the northern portion of the site is of concern” since full basements may be constructed for homes in this subdivision. Groundwater was found between 7 feet and 15 feet on the property. The report specified several mitigation measures to be followed during construction. The Building Official, based on the report, also provided comment on construction for footings, backfill requirements, and how to handle roof drainage for the site. Therefore, verification from a geotechnical engineer that the site has been prepared according to the report must be provided prior to foundation approval. Section IX. Soils/Geotechnical in the SIA references the geotechnical analysis and that recommendations in the report must be followed for construction in the subdivision.

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

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

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

1. Yellowstone County-City of Billings 2008 Growth Policy

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

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

- b. Goal: New developments that are sensitive to and compatible with the character of adjacent City neighborhoods and County townsites (p. 6).
- c. Goal: Safe, functional, and attractive streets for all users, including drivers, bicyclists and pedestrians (p. 13).
- d. Goal: A multi-purpose trail network integrated into the community infrastructure that emphasizes safety, environmental preservation., resource conservation and cost effectiveness (p. 10).

2. Urban Area Transportation Plan 2009 Update

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

3. Billings Area Bikeways and Trail Master Plan

The proposed subdivision lies within the jurisdiction of the Billings Area Bikeway and Trail Master Plan. A proposed bike lane is shown on Grand Avenue as well as on the collector street identified in this subdivision as DayBreak Drive. The City will construct Grand Avenue in the area of this subdivision to a full Principal Arterial Street standard at some time in the future and the bike lane and/or trail along Grand will be built at that time. When DayBreak Drive is constructed by the subdivider through the subdivision, it will be built to a Collector Road Standard and bike lanes will be provided at that time.

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

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

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

The subject property has been rezoned to Residential-6000 by the City Council. The property also has been annexed into the City Limits. The lot sizes within the subdivision will conform to the requirements of the R-6000 zone. Further setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

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

The subdivider will provide utility easements as requested by MDU and Yellowstone Valley Electric Cooperative on the face of the plat (**Condition 2**).

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

Legal and physical access is provided to the proposed lots from Grand Avenue to an interior collector street proposed to be known as DayBreak Drive, and interior local streets proposed to be known as Morning Star Lane, Daylight Lane, Clear Sky Drive, Sunlight Circle, and First Light Circle.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of DayBreak Subdivision should not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several of the goals and policies of the 2008 Growth Policy Update and does not conflict with the Transportation or Bikeway/Trail Plans.
- If proposed conditions of approval are met, the proposed subdivision will comply with state and local subdivision regulations, local zoning, and sanitary requirements and will provide 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 23, 2014.

Thomas W. Hanel, Mayor

June 24, 2014

Regal Land Development, Inc.
Dan Wells, President
4241 Cedarwood Lane
Billings, MT 59106

Dear Property Owner:

On June 23, 2014, the Billings City Council conditionally approved the preliminary plat of DayBreak Subdivision, subject to the following conditions of approval:

1. To minimize effects on agricultural water users and local services, the irrigation ditch across the front of the subdivision in the Grand Avenue right-of-way will be maintained by the DayBreak Home Owners Association (HOA). The maintenance language in the HOA documents must be approved by the City prior to final plat approval and recording of the HOA documents.
2. To minimize effects on local services, utility easement will be shown on the lots on the final plat acceptable to private utility providers.
3. To minimize effects on local services, prior to final plat approval the final storm water management plan shall be approved by the City Engineering Division and provide evidence that the proposed storm water retention areas providing mitigation for DayBreak Subdivision are sized to handle the calculated storm water runoff amounts.
4. To minimize effects on local services, stormwater ponds A, B, C, and D shall all be maintained by the Homeowners Association. Stormwater ponds A and B will be located in the City road right-of-way. Permanent storm water easements on ponds C and D shall be shown on the final plat and easement documents prepared to enable the City to create a maintenance district in the future if the HOA fails to maintain the private retention areas. The maintenance language in the HOA documents must be approved by the City prior to final plat approval and recording of the HOA documents.
5. To minimize effects on local services, the subdivider shall make a contribution equivalent to construction of half a residential street to fund the future construction of Grand Avenue in front of this subdivision to a Principal Arterial Street standard. The contribution will take into account what is already built for Grand Avenue. The contribution will be determined in coordination with the City Engineering Division and will be made prior to final plat approval.
6. To minimize effects on local services, an auxiliary left turn lane is needed on Grand Avenue at the entrance to the subdivision. This turn lane shall be constructed with the other public improvements serving Phase III of the subdivision. In the event a more

comprehensive widening project on Grand in the vicinity of 54th & 56th Streets West is initiated by the City prior to the start of Phase III, the City will require a cash contribution based on a cost estimate submitted by the developer and approved by City Engineering toward the larger project. Section III (A) of the SIA will be amended to reflect these two options and language will be added to Section X regarding the project Phasing.

7. To minimize effects on local services as per Section III (D) of the Subdivision Improvement Agreement, prior to final plat approval the subdivider shall provide a contribution of \$5,400 toward mitigation of impacts to the 48th Street West and Grand Avenue intersection, and a contribution of \$5,800 toward mitigation of impacts to the 54th Street West and Grand Avenue intersection.
8. To meet the park land dedication requirements for this subdivision, prior to final plat approval the park land dedication and remaining cash in lieu balance will be met in the following way and language added to the SIA as noted:
 - E.* The three trail corridors across the subdivision as shown on the preliminary plat and the area labeled “Parkland” on the east side of DayBreak Drive will be counted toward the park land dedication requirement for the subdivision (Approx. 25,811 Sq.Ft.). Public access easements will be shown and provided over the park land area and the three trail corridors to ensure public access is maintained (Amend Section VII of the SIA to reflect the dedication credit and the public access easements).
 - F.* The trail corridors will be 15 feet wide (Amend Section III F and Section VII of the SIA to reflect this)
 - G.* The trail corridors will be privately held land owned by the Home Owners Association (Amend Section III F and Section VII of the SIA to reflect this)
 - H.* The trail corridors will be maintained by the Home Owners Association (Amend Section VII of the SIA to reflect this)
 - I.* Fence heights along the trail corridors will be limited to 4 feet maximum height (Amend Section VII of the SIA to include this information and reference the Covenants and Restrictions for the Subdivision)
 - J.* The remaining cash-in-lieu will go toward future development of Cotton Wood Park (Amend Section VII of the SIA to reflect the remaining cash contribution will go toward Cotton Wood Park)
9. To minimize effects on public health and safety, two gates need to be erected at the Grand Avenue and Clear Sky Drive ends of the Emergency Access Road to prevent it from being blocked by parked vehicles. Signage shall be posted on the outsides of the gates and shall include “Fire Lane – No Parking” in addition to “Emergency Access Only”. Language in Section IV Emergency Service. of the SIA shall be updated to reflect the need for two gates and the need for signage on the outside of the two gates.

10. To minimize effects on local services the subdivider shall provide a letter from the US Postal Service stating its approval of the final centralized mailbox locations prior to final plat approval.
11. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
12. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

If you have questions please contact Wyeth Friday at (406) 247-8660 or by email at fridayw@ci.billings.mt.us.

Sincerely,

Thomas W. Hanel, Mayor

Pc: Scott Worthington, PE

Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: Sartorie Subdivision - Major Subdivision Preliminary Plat

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

On March 3, 2014, the Planning Division received an application for preliminary plat approval for Sartorie Subdivision. The proposed subdivision creates 11 new lots for residential development on a 2.99 acre parcel. The subject property is generally located south of 1880 Hawthorne Lane on the northwest corner of Hawthorne Lane and Kyhl Lane. The property is zoned Residential-7000 (R-70). The owners are Richard and Mae Sartorie and the representing agent is Blueline Engineering. The property was annexed by the City Council at its June 9 meeting so that the Council may act on this subdivision at this meeting.

ALTERNATIVES ANALYZED

In accordance with state law, the City Council has 60 working days to act upon this preliminary plat. On April 2, 2014 the Planning Division received a request for a 30 day extension from the applicant to resolve some unforeseen issues. The extended review period for the proposed plat ends on June 27, 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. Before the review period expires, 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 Kyhl Lane and Hawthorne Lane.

Legal Description: Tract 2B-2 of Certificate of Survey 840

Owner/Subdivider: Richard and Mae Sartorie

Engineer and Surveyor: Blueline Engineering

Existing Zoning: Residential 7000 (R-70)

Existing land use: Farm land

Proposed land use: Residential

Gross/net area: 2.99 acres / 2.01 acres

Proposed number of lots: 11

Lot size: Max: 10,892.48 square feet

Min.: 7,102.94 square feet

Parkland requirements: Parkland is required is 0.257 acres and a cash payment in lieu of land is proposed.

STAKEHOLDERS

This proposed subdivision had a public hearing at the May 28, 2014 Planning Board meeting. At that meeting, some of the neighbors that live on Kyhl Lane to the south expressed concerns on several topics. Most comments were regarding traffic on Kyhl Lane. This portion of Kyhl Lane has never been paved and it is a dead end road. With the proposed connection to Hawthorne Lane for this subdivision, the neighbors felt that people would begin to use Kyhl Lane to access Hawthorne Lane. This particular neighborhood currently only has one way in or out on Brewington Drive to Wicks Lane. With Kyhl Lane connecting to Hawthorne Lane, the neighbors were concerned that everyone on the north end of the neighborhood would start using Kyhl Lane to get out. Also, Kyhl Lane is only required by the City Engineering Division to be paved from Sartorie Lane to Hawthorne Lane with this first phase of development, so a portion will still be unpaved to the west. The neighbors commented that when it rains, Kyhl Lane becomes very muddy and with more traffic it will only make it a bigger mess to deal with. There was discussion with the applicant's agent, the Planning Board, and the neighbors that they could consider completing all the paving of Kyhl Lane at the same time. This would involve contributions from the neighbors as well as the developer.

Another concern the neighbors brought up was the added burden on the existing sewer lines in the street and it's shallow depth. The developer's engineer stated that the existing system was large enough to handle the additional homes and the shallowness can be dealt with by either not having in-ground basements or with pump systems if they choose to have full in-ground basements.

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 additional public comments or questions regarding the proposed subdivision since the public hearing.

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 major plat of Sartorie Subdivision based on the Findings of Fact as presented in the staff report.

Recommended Conditions of Approval

1. To reduce the effect on local services and ensure utility companies are able to install utilities for the proposed subdivision, the applicant shall show utility easements on the face of the plat as requested and approved by the utility companies.
2. To ensure all local and state regulations have been met regarding the plat, prior to final plat approval the applicant shall lift the ag-restriction placed on the parcel when it was created.
3. To ensure future home builders and owners are aware of the possibility of high water table on lots, especially along the east edge by the ditch, the applicant will include language in the SIA under Conditions That Run With The Land that an investigation of water table levels be conducted and be submitted with the building permit.
4. To ensure future home builders and owners are aware of limitation to the sanitary sewer depth the applicant will include in the SIA under Conditions That Run With The Land a statement that informs them of the sanitary sewer depth limits and what they are able to build on the lots.
5. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
6. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

APPROVED BY CITY ADMINISTRATOR

Proposed Plat

Findings of Fact

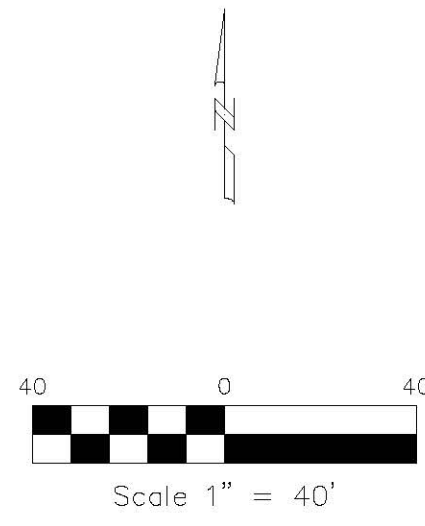
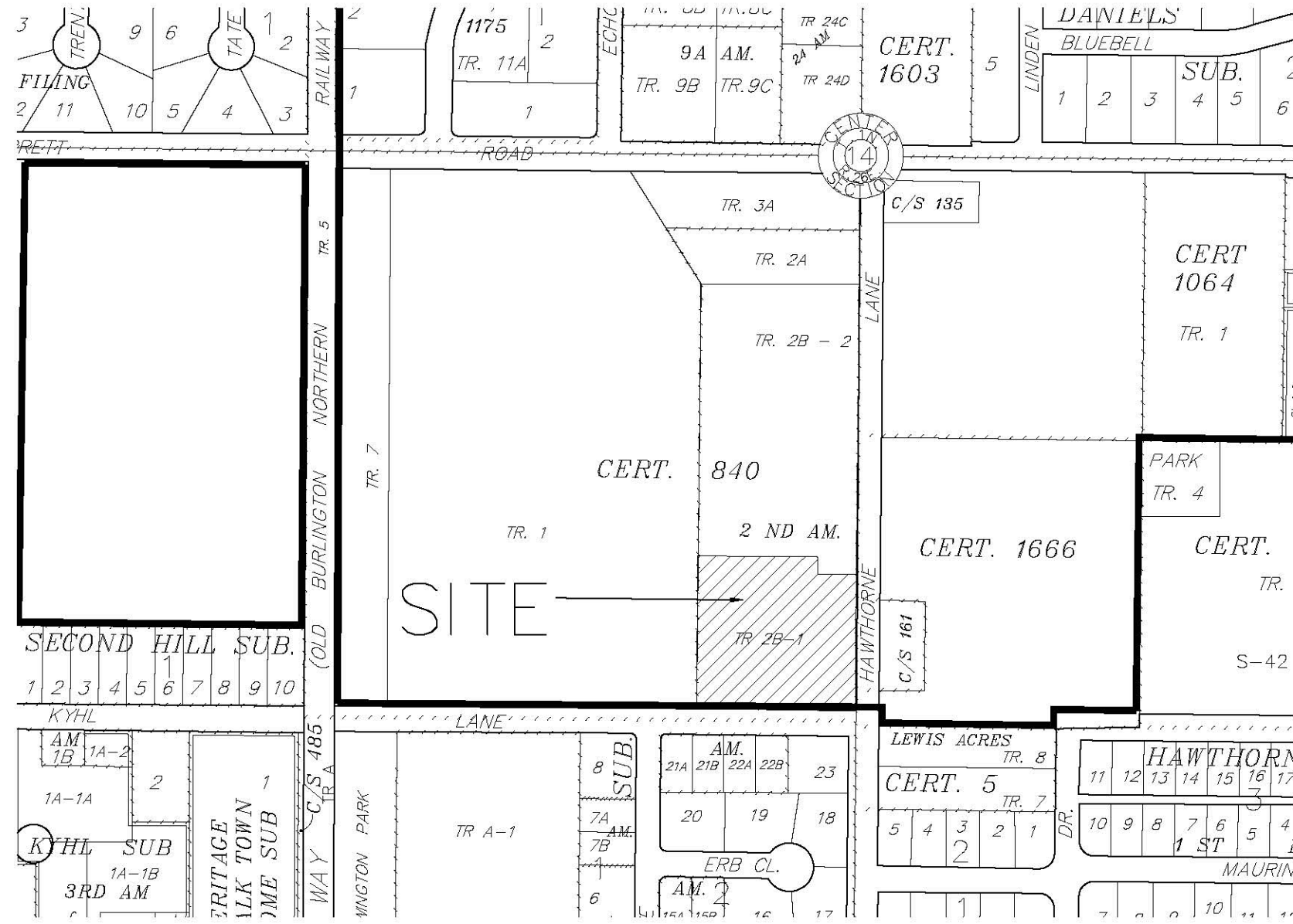
Aerial View

Mayor's Letter

PRELIMINARY PLAT OF SARTORIE SUBDIVISION

BEING TRACT 2B-2 OF CORRECTED CERTIFICATE OF SURVEY 840, SECOND AMENDED
SITUATED IN THE, SW 1/4, SECTION 14, T. 1 N., R. 26 E., P.M.M.
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

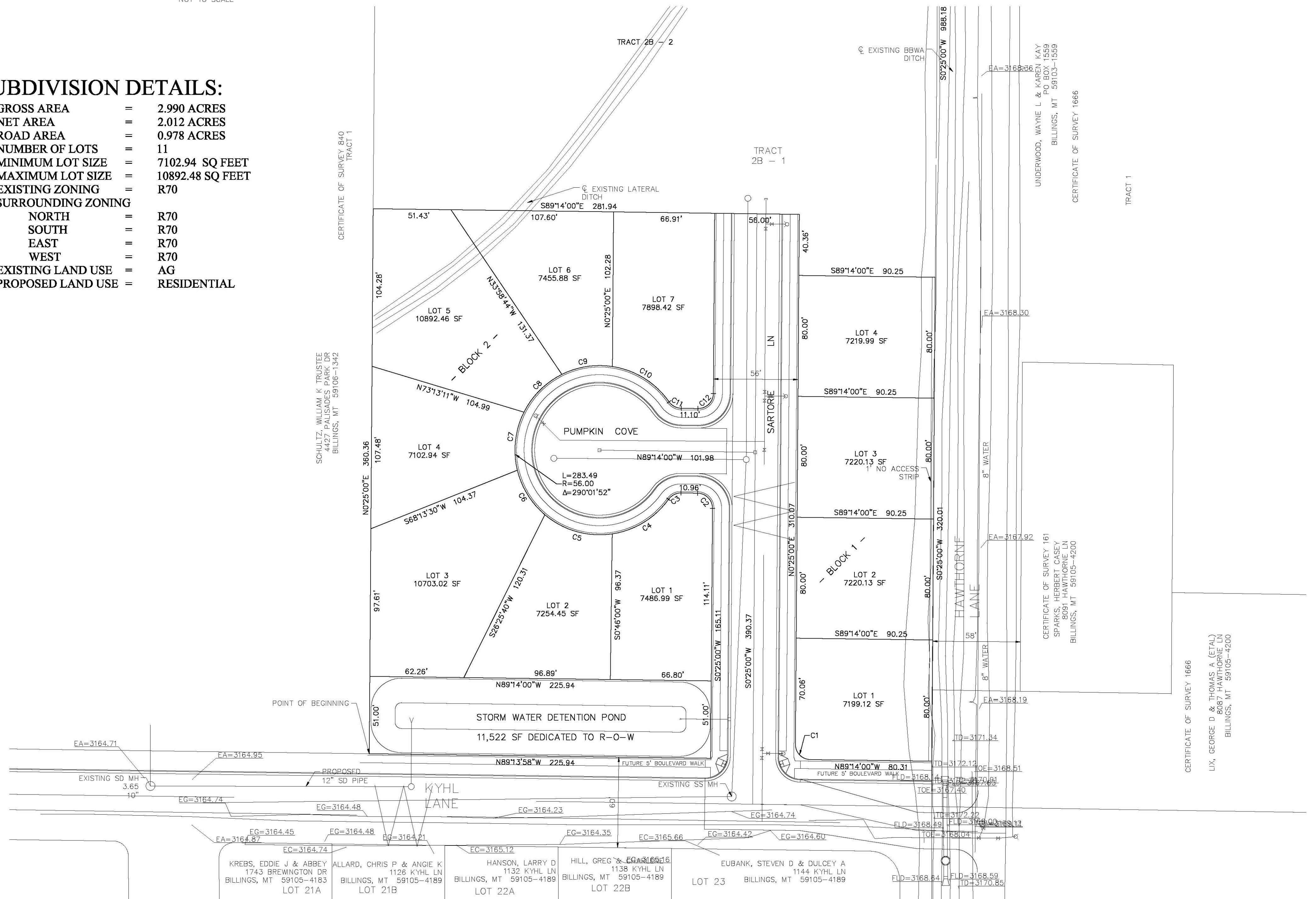
PREPARED FOR: RICHARD SARTORIE
SURVEYOR: NORTH STAR LAND SERVICES, P.C.
ENGINEER: BLUELINE ENGINEERING LLC
FEBRUARY, 2014
BILLINGS, MONTANA



VICINITY MAP
NOT TO SCALE

SUBDIVISION DETAILS:

GROSS AREA	=	2.990 ACRES
NET AREA	=	2.012 ACRES
ROAD AREA	=	0.978 ACRES
NUMBER OF LOTS	=	11
MINIMUM LOT SIZE	=	7102.94 SQ FEET
MAXIMUM LOT SIZE	=	10892.48 SQ FEET
EXISTING ZONING	=	R70
SURROUNDING ZONING	=	
NORTH	=	R70
SOUTH	=	R70
EAST	=	R70
WEST	=	R70
EXISTING LAND USE	=	AG
PROPOSED LAND USE	=	RESIDENTIAL



CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	15.65	10.00	89.65	S44°24'30"E	15.65
C2	15.65	10.00	89.65	N44°24'30"W	15.65
C3	9.65	10.00	55.32	S63°07'50"W	9.65
C4	44.89	56.00	45.93	N58°25'46"E	44.89
C5	47.82	56.00	48.93	S74°08'23"E	47.82
C6	35.15	56.00	35.96	S31°41'41"E	35.15
C7	39.51	56.00	40.43	S6°29'53"W	39.51
C8	36.00	56.00	36.83	S45°07'38"W	36.00
C9	34.37	56.00	35.17	S81°07'41"W	34.37
C10	45.39	56.00	46.44	N58°03'54"W	45.39
C11	9.49	10.00	54.39	S62°02'17"E	9.49
C12	15.77	10.00	90.35	N45°35'30"E	15.77

FINDINGS OF FACT

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

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

1. Effect on agriculture and agricultural water user facilities

The subject property is farmland currently located outside the City limits. The owners are currently going through the process of annexation to bring the property into the City Limits. The BBWA Ditch runs along the eastern edge of the property. According to the BBWA, the ditch is within an easement alongside Hawthorne Lane (Recorded ditch easement Volume U of Deeds on page 551 Plat Book 45). As the ditch travels north, it angles to the west through the property north of the subject property and then again turns north to Barrett Road. There will be not water rights transferred to the new subdivision and the BBWA ditch will remain intact for users downstream.

Though this subdivision will not have water rights or shares from the ditch, there is property to the north east that does. This subdivision will not alter the course of the BBWA ditch.

2. Effect on local services

- a. **Utilities** – Water service will be provided by the County Water District of Billings Heights (CWDBH). The developer will install a new water main from Kyhl Lane up Sartorie Lane. New individual services to all of the lots, and new fire hydrants will be provided in accordance with design standards, specifications, rules and regulations of the CWDBH, Billings Fire Department, and the Montana Department of Environmental Quality (MDEQ).

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

MDU will provide gas services and Northwestern Energy will provide electric services to the subdivision. Easements must be shown on the face of the plat. The utilities have requested a 10 foot wide utility easement on the front lot lines. **(Condition #1)**

- b. **Storm water** – Storm water drainage for the public streets is proposed to be provided by curb and gutters that discharge into storm water pipes and eventually to the detention pond on the south west corner of the proposed subdivision. That water will then discharge through a new storm drain pipe that will connect to a new manhole in Kyhl Lane. The detention pond will be dedicated to the City of Billings as additional right-of-way adjacent to Kyhl Lane. Mowing and weeding of the pond

will be performed by the Sartorie Subdivision HOA association. These and all other drainage improvements shall also satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Department.

- 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** – Hawthorne Lane from Kyhl Lane north to Barrett Road is not a dedicated county road and there is no public easement for this section of Hawthorne Lane. The initial concept for this subdivision took access from Hawthorne Lane and also some of the utilities were going to connect from Hawthorne Lane. When it was discovered that this section of Hawthorne Lane is not a public road, the Sartorie Subdivision layout had to be revised to take access off of Kyhl Lane and obtain utilities from a public right-of-way. Kyhl Lane is a city public right-of-way that has not been built to City standards. The lots within the subdivision will be served by one main entry street off of Kyhl Lane on the south. Kyhl Lane at this location is currently an unpaved street and does not connect to Hawthorne Lane to the east. This subdivision will pave a portion of Kyhl Lane right-of-way from Hawthorne Lane to the proposed Sartorie Lane. This will require crossing the BBWA irrigation ditch that runs along the east edge of the proposed Sartorie Subdivision. All streets shall be built to city standards and approved by City Engineering before construction. The future plan for this subdivision is to ultimately connect to Barrett Road with future phases as well as make a connection to the west when future development occurs on the property to the west.
- e. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The subdivider will be required to install fire hydrants in the locations required by the City Fire Department. The nearest fire station is located at 1601 St Andrews Drive. (Station #6). The subdivision is located within the ambulance service area of American Medical Response (AMR).
- f. **Schools** –School District #2 provides educational services to elementary through high school students. Schools serving these students are Bitterroot Elementary, Castle Rock Middle School, and Skyview High School. Staff received a comment from Skyview High School stating it has capacity for more students and has an established bus route in the area. The district is beginning the process of constructing a new middle school just west of this property to handle growth and school capacity issues.
- g. **Parks and Recreation** – Residential subdivisions creating lots with housing densities less than one dwelling unit per ½-acre are required by State and local laws to dedicate 11% of the net land area (or provide an equivalent cash contribution) for parkland. In this first filing, the 11% requirement amounts to 0.221 acres. The applicant will be making a cash contribution instead of a park land dedication. The

Parks, Recreation and Public Lands Department is in agreement with the cash contribution proposal.

- h. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision and has indicated individual mailboxes at each home will be required.

3. Effect on the natural environment

The subject property is in an area that will most likely experience an increase in development with the proposed new middle school being built nearby. The property has been used for farming for many years with suburban and urban development slowly occurring around it. The farming that has taken place on the property for years changed the natural environment that was once there. During development, storm water pollution prevention plan is required to be used and monitored to prevent erosion on exposed ground. These provisions should help balance any impacts on the natural environment.

4. Effect on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. Because of the farming activity, wildlife habitat would be limited to the perimeter near the ditches and in the trees scattered about the property, although the farm activity may have provided grazing for deer in the area. There is a note in the SIA that warns future lot owners of the presence of deer and turkey in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

5. Effect on the public health, safety and welfare

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

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

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

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

1. Yellowstone County-City of Billings 2008 Growth Policy

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

- a. Goal: More housing and business choices within each neighborhood (p. 6).
- b. Goal: New developments that are sensitive to and compatible with the character of adjacent City neighborhoods and County town sites (p. 6).

- c. Goal: Safe, functional, and attractive streets for all users, including drivers, bicyclists and pedestrians (p. 13).

2. Urban Area Transportation Plan 2009 Update

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

3. Billings Area Bikeways and Trail Master Plan

The proposed subdivision lies within the jurisdiction of the Billings Area Bikeway and Trail Master Plan. There is a trail corridor to the west of the subdivision along the Holling Drain called the Kiwanis Trail. Hawthorne Lane is planned to have bike lanes and the Kiwanis Trail extends from Mary Street to Lake Elmo Drive, connecting homes to businesses and schools. The Kiwanis Trail is planned for further extension north. Providing multi-use trail connectivity between Hawthorne Lane, the proposed subdivision, and the Kiwanis Trail would aid in safe travel for people riding bicycles or walking. Trail connections can also provide an amenity for home-owners and residents of this new neighborhood. Future development of this subdivision to the north opens an opportunity to participate in creating trail corridors for the neighborhood. No trail improvements are planned within the subdivision at this time.

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

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and 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. Proposed conditions of approval will ensure compliance with local and state regulations, including the requirement to lift the ag-restriction on the property prior to final plat approval (**Condition #2**).

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

The subject property is zoned Residential-7000 (R-70). The lot sizes within this first filing conform to the requirements of zoning. Further setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

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

The subdivider is required to provide utility easements as requested by MDU and NW Energy on the face of the 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 23-302(H)(3)(c)]

Legal and physical access is provided to the proposed lots from Kyhl Lane.

CONCLUSIONS OF FINDINGS OF FACT

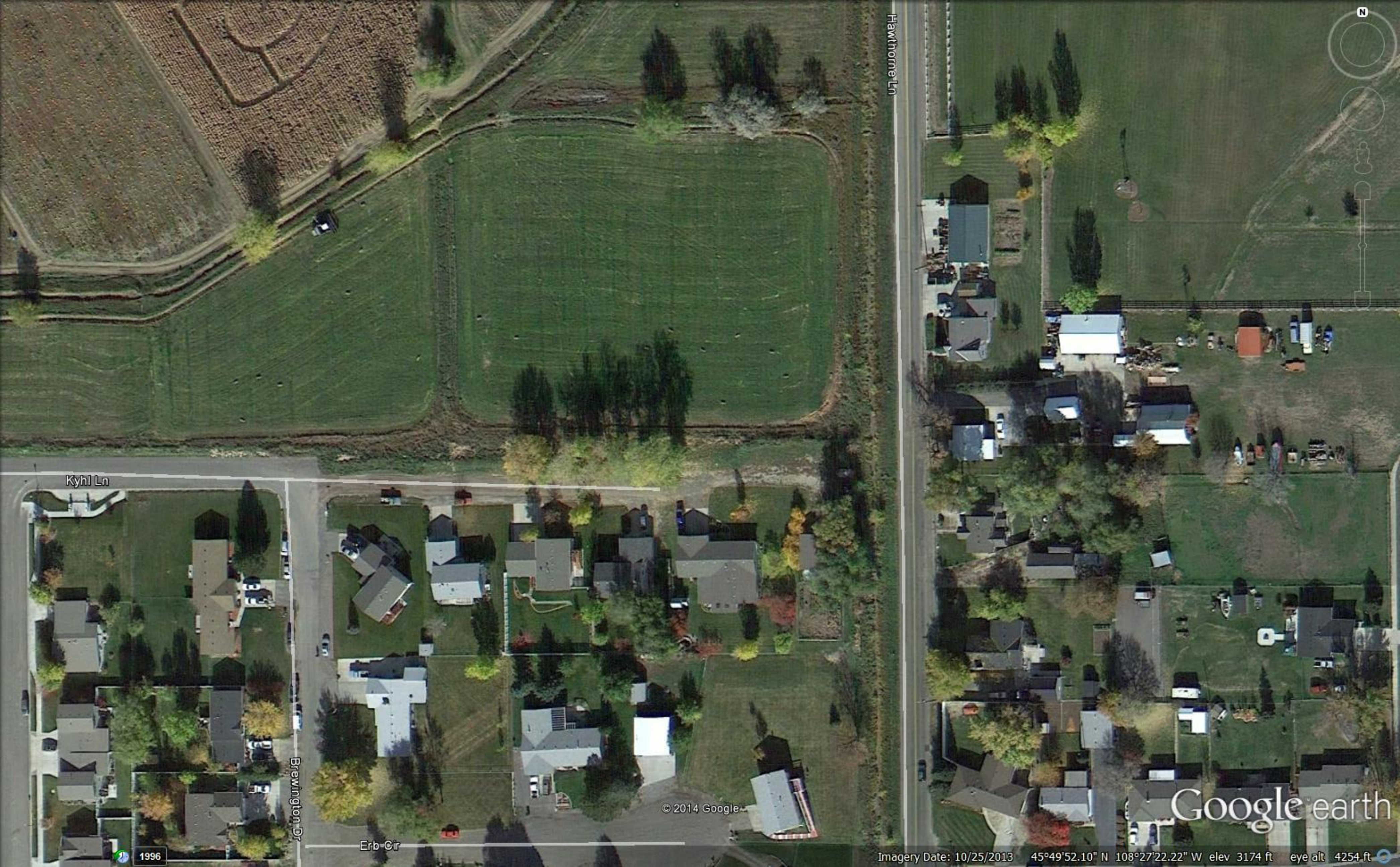
- The preliminary plat of Sartorie Subdivision does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several of the goals and policies of the 2008 Growth Policy Update and does not conflict with the Transportation or Bikeway/Trail Plans.
-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

RECOMMENDATION

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

Approved by the Billings City Council, June 23, 2014

Thomas W. Hanel, Mayor



Hawthorne Ln

Kyhl Ln

Brewington Dr

Erb Cir

© 2014 Google

Google earth

1996

Imagery Date: 10/25/2013 45°49'52.10" N 108°27'22.22" W elev 3174 ft eye alt 4254 ft

Mayor's Approval Letter

June 24, 2014

Richard and Mae Sartorie
c/o Mike Sartorie
1880 Hawthorne Lane
Billings, MT 59105

Blueline Engineering
2110 Overland Avenue Suite 119B
Billings, MT 59102

Dear Applicants:

On June 23, 2014, the Billings City Council conditionally approved the preliminary plat of Sartorie Subdivision subject to the following conditions of approval:

1. To reduce the effect on local services and ensure utility companies are able to install utilities for the proposed subdivision, the applicant shall show utility easements on the face of the plat as requested and approved by the utility companies.
2. To ensure all local and state regulations have been met regarding the plat, prior to final plat approval the applicant shall lift the ag-restriction placed on the parcel when it was created.
3. To ensure future home builders and owners are aware of the possibility of high water table on lots, especially along the east edge by the ditch, the applicant will include language in the SIA under Conditions That Run With The Land that an investigation of water table levels be conducted and be submitted with the building permit.
4. To ensure future home builders and owners are aware of limitation to the sanitary sewer depth the applicant will include in the SIA under Conditions That Run With The Land a statement that informs them of the sanitary sewer depth limits and what they are able to build on the lots.
5. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
6. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

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

Sincerely,

Thomas W. Hanel, Mayor

Pc: Marshall Phil, Blueline Engineering

Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: Cancellation of Checks and Warrants

PRESENTED BY: Patrick M. Weber Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Finance annually reviews outstanding checks and warrants. Under state law MCA 7-6-4303, City Council has the authority to cancel municipal checks and warrants that have remained outstanding or unpaid for a period of one year or longer.

ALTERNATIVES ANALYZED

The Council may:

- Approve the cancellation of checks and warrants, or
- Disapprove the cancellation of checks and warrants.

FINANCIAL IMPACT

The money amounts contained in the cancelled checks and warrants will revert to affected funds. Employees and vendors were notified and given the opportunity to pay the stop payment fee and have their checks reissued. The final cancellations may not exactly match the attachment, because payees are still responding and checks that are reissued will not be cancelled.

RECOMMENDATION

Staff recommends that Council authorize the cancellation of checks and warrants and receivable balances.

APPROVED BY CITY ADMINISTRATOR

Outstanding Checks

VOIDED CHECKS TO COUNCIL- JUNE 2014

ACCOUNTS PAYABLE Checks Outstanding Thru 6-30-13

Number	Date	Name	Amount
746588	7/15/11	St. Vincent Healthcare	10.00
746589	7/15/11	St. Vincent Healthcare	5.00
747476	8/5/11	Jennifer Zwickel	22.00
747570	8/5/11	St. Vincent Healthcare	5.00
747571	8/5/11	St. Vincent Healthcare	20.00
747586	8/5/11	Tina Hartford	10.00
747607	8/5/11	Wilson Supply	308.90
748196	8/26/11	Jordan Hennessy	5.00
748418	9/2/11	Ben Halverson	5.00
749693	10/11/11	Tcd*Thomson West	222.96
749763	10/17/11	Luci Cross	5.00
749864	10/17/11	Brenda Specht	5.00
749999	10/24/11	Kevin Duecker	5.00
750266	10/31/11	Ken Penney	5.00
750356	11/1/11	Heather Dahrling	12.00
750382	11/1/11	Christa Michelle Scott	12.00
750424	11/7/11	Joshua Cavan	33.00
750603	11/14/11	Roberta Anner-Hughes	5.00
750712	11/14/11	Jody Olson	5.00
750825	11/21/11	Earl Poole	10.00
750885	11/21/11	Kevin Bauer	10.00
751102	11/28/11	Jacob Rome	5.00
751256	12/5/11	Misty Thornberg	5.00
751529	12/12/11	Wells Fargo Investment Mgmt.	5.00
751764	12/28/11	Asian Sea Grill, Inc	45.00
752176	1/9/12	Jessica Pugrud	5.00
752194	1/9/12	Robert Styren	5.00
752582	1/30/12	Amtop	895.00
753465	2/27/12	Dean Sjolseth	30.00
753567	3/5/12	Brandon Huffman	10.00
753576	3/5/12	Johnny Lee Davidson	12.00
753627	3/5/12	Brad Redlich	12.00
753745	3/12/12	Express Stamps	16.04
754035	3/19/12	Diana Spint	5.00
754219	3/26/12	Richard V. Johnson	300.00
754612	4/16/12	Kate Berman	5.00
754730	4/16/12	Jody Olson	5.00
755004	4/23/12	Zachary Gustav Anderson	12.00
755263	5/7/12	Andrew Door	45.22
755287	5/7/12	Hanna Ingham	5.00
755293	5/7/12	Michelle Hofferber	5.02
755533	5/14/12	Katie Keiser	5.00
755690	5/21/12	Danny J Seder	12.00
755734	5/21/12	Jenny Labbe	12.00
755780	5/21/12	Msu Billings Downtown	10.00
755831	5/21/12	Thomas Hanser	12.00
756012	6/4/12	Katie Bell	18.00
756293	6/11/12	Nick Reeves	5.00
756720	6/25/12	John Feight	5.00
756918	7/2/12	Billings Trolley	150.00
757255	7/16/12	Curtis Denson	5.00
757552	7/23/12	Design Marketing & Consulting	45.00
757713	7/23/12	William W Nolte	12.00
757879	7/30/12	Rebecca T. Schilling	5.00
758168	8/13/12	Tori Francis	5.00
758429	8/20/12	Cathy Juhas	5.00
759096	9/10/12	Matt Winkler	9.00
759310	9/24/12	Nathan Ellestand	10.00
759413	9/24/12	Betty Overy	10.00
759414	9/24/12	Michael Overy	10.00
759437	9/24/12	Jhancet Schmalz	5.00
760623	11/5/12	Lorna Thackeray	25.00
760815	11/13/12	Joelene Waters Walkslast	10.00
761216	11/26/12	Michael Shin	5.00
761533	12/10/12	Violet Kober	5.00
761852	12/26/12	Charles Thomas	10.00

762009	12/26/12	Wheels Lt	25.00
762322	1/14/13	Bremseth Law Firm	5.00
762393	1/14/13	Ashley Lauckner	5.00
762733	1/28/13	Genevieve Elena Rodriguez	10.00
763558	2/25/13	Timothy Jacobs	5.00
763598	2/25/13	Monica Alease Marston	12.00
763655	2/25/13	Joshua Schroeder	5.00
764049	3/18/13	Adam Olschlager	12.00
765040	4/22/13	Angela Pierce	5.00
765558	5/6/13	Steve & Cheryl Leggett	11.15
765698	5/13/13	Bureau Of Reclamation	5.00
766429	6/10/13	Chance Leighton Joines	10.00
766534	6/10/13	Sol Neudardt	5.00
766707	6/17/13	Jim Or Cheryl Majerus	45.00
767020	6/24/13	Tyson Zentz	20.00
			<hr/>
Total			2,733.29

PAYROLL CHECKS TO BE VOIDED - JUNE 2014

Check #	Date	Name	Amount
345410	6/16/2012	Mcleod, Bonnie S.	46.70
345743	6/30/2012	Conrad, Scott G	512.87
346542	8/10/2012	Brusic, Amanda R.	55.61
346855	8/24/2012	Brusic, Amanda R.	27.30
347221	9/7/2012	Wectawski, Keith J.	75.48
347435	9/21/2012	Lose, Hayley C.	5.66
348780	12/14/2012	Scott, Christian N.	3.05
10482	3/22/2013	Trent, Virginia	140.38
			<hr/>
Total			867.05

HEALTH - FLEX CHECKS TO BE VOIDED - JUNE 2014

Check #	Date	NAME	Amount
74319	8/31/2012	Kuntz, Dellon	6.06
76720	4/30/2013	Byford, Roger	67.86
			<hr/>
Total			73.92

HEALTH - CLAIMS CHECKS TO BE VOIDED - JUNE 2014

Check #	Date	Name	Amount
253230	5/15/2012	St. John's Employee Clinic	13.52
254900	7/17/2012	Gates, John	3.32
256833	9/18/2012	Valdez, Froilan	80.00
258525	11/13/2012	Pabich, Steven	2.90
259385	12/11/2012	Pabich, Steven	2.90
259856	12/28/2012	Funk, Edward	1.50
260147	12/28/2012	Chiropractic Health Assoc	19.55
260295	1/8/2013	Guardanapo, Shaun	50.82
260912	1/29/2013	Douglas Bennion DDS	227.50
261562	2/26/2013	Hoeger, Tina M.	5.46
261819	3/12/2013	Emerick, Scott	2.55
262425	4/9/2013	Pust, Lester	5.00
262426	4/9/2013	Pust, Lester	5.00
262427	4/9/2013	Wegner, Ron	15.05
263015	4/30/2013	Johnson, Jimmy	25.00
			<hr/>
Total			460.07

Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: Payment of Claims May 27, 2014

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$767,692.49 have been audited and are presented for City Council payment approval. A complete listing of the claims dated May 27, 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 5-27

Check Date	Check	Name	Amount	Account	Item Desc
05/27/2014	775261	Archie Cochrane	\$5,532.90	6300-17530-407310	Inv. #826950-1 Slade's leased Jeep Liberty. Hit & run driver. #2014-063
05/27/2014	775261	Archie Cochrane	\$12.04	2090-44520-402320	5127102
05/27/2014	775261	Archie Cochrane	\$188.32	1500-21120-402320	827147/1
05/27/2014	775262	AristaTek, Inc	\$4,296.00	2200-22330-402410	PEAC-TEAM Station License includes 3 additional licenses/total of 5 full licenses; One(1)site license of PEAC-WEB; 3 hrs online training per team.
					Include one(1) year of upgrades, license transfer and technical support for all 5 licenses. All PEAC licenses must be assigned and installed on computers within the fire department stations or apparatus.
05/27/2014	775266	Billings Depot Inc	\$5,366.67	6600-31100-405310	Rent
05/27/2014	775266	Billings Depot Inc	\$8,050.00	6700-31410-405310	Rent
05/27/2014	775271	Border States Electric	\$24.42	1500-22260-402320	907279123
05/27/2014	775271	Border States Electric	\$72.77	2110-00000-141318	STREET LIGHTS PO NUM 295132
05/27/2014	775271	Border States Electric	\$722.80	2110-00000-141318	STREET LIGHTS PO NUM 295132
05/27/2014	775271	Border States Electric	\$2,376.08	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 295116
05/27/2014	775271	Border States Electric	\$381.96	2110-00000-141318	STREET LIGHTS PO NUM 295132
05/27/2014	775271	Border States Electric	\$77.56	2110-31320-402360	MISC SERVICES
05/27/2014	775271	Border States Electric	\$379.47	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 295228
05/27/2014	775271	Border States Electric	\$242.88	5020-00000-141000	ELECTRICAL FOR WTP & WWTP PO NUM 295228
05/27/2014	775271	Border States Electric	\$85.51	2110-00000-141318	STREET LIGHTS PO NUM 295132
05/27/2014	775271	Border States Electric	\$524.30	2110-00000-141318	STREET LIGHTS PO NUM 295132
05/27/2014	775271	Border States Electric	\$6.88	2110-00000-141318	STREET LIGHTS PO NUM 295132
05/27/2014	775271	Border States Electric	\$8.41	2110-00000-141318	STREET LIGHTS PO NUM 295132
05/27/2014	775271	Border States Electric	\$58.46	2110-00000-141318	STREET LIGHTS PO NUM 295132
05/27/2014	775271	Border States Electric	\$289.02	2110-00000-141318	STREET LIGHTS PO NUM 295132
05/27/2014	775273	Brewer & Associates	\$3,950.00	2990-65550-407275	REHAB-BERNS-4115 BUCHANAN-STRUCTURAL INSPECTION
05/27/2014	775275	Brock White Co Llc	\$4,655.00	5610-71130-403650	Invoice #12412993-00. Bulk Purchase of Crack Seal Material for Airfield Pavement Maintenance.
05/27/2014	775278	Business Tax Section	\$405.09	5030-00000-201100	WO 13-01 2013 Water & Sewer Replacement Sch 2
05/27/2014	775278	Business Tax Section	\$727.02	5130-00000-201100	WO 13-01 2013 Water & Sewer Replacement Sch 2
05/27/2014	775278	Business Tax Section	\$409.67	4700-31610-409310	SID 1395 Boca Raton Road
05/27/2014	775278	Business Tax Section	\$78.03	2050-31310-409310	SID 1395 Boca Raton Road
05/27/2014	775278	Business Tax Section	\$873.00	8450-31860-409310	WO 09-12 Inner Belt Loop Phase I
05/27/2014	775278	Business Tax Section	\$108.55	4160-74930-409340	WO 09-19 Zone 3 East Fox Reservoir Expansion
05/27/2014	775284	Cop Construction Co	\$40,103.93	5030-00000-201100	WO 13-01 2013 Water & Sewer Replacement Sch 2
05/27/2014	775284	Cop Construction Co	\$71,974.45	5130-00000-201100	WO 13-01 2013 Water & Sewer Replacement Sch 2
05/27/2014	775286	Creative Monograms	\$6,396.00	5710-71420-402260	Uniforms for Drivers for FY14 per Union contract
05/27/2014	775286	Creative Monograms	\$2,132.00	5710-71470-402260	Uniforms for Drivers for FY14 per Union contract
05/27/2014	775291	Dell Computer L P	\$217.38	2990-65010-402925	Dell 22 inch monitor & speaker bar Community Development Tam
05/27/2014	775291	Dell Computer L P	\$602.10	0100-51260-402290	(2) Dell Latitude 3340
05/27/2014	775291	Dell Computer L P	\$602.10	0100-51290-402290	(2) Dell Latitude 3340
05/27/2014	775291	Dell Computer L P	\$1,815.15	5210-15210-402925	Dell Latitude 14 5000 series
05/27/2014	775291	Dell Computer L P	\$1,306.33	5210-15230-402925	Dell OptiPlex 3020 with speaker bar
05/27/2014	775291	Dell Computer L P	\$999.44	5210-15920-402925	Dell OptiPlex 3020 Park 2 Park 3
05/27/2014	775291	Dell Computer L P	\$999.44	5210-15930-402925	Dell OptiPlex 3020 Park 2 Park 3
05/27/2014	775291	Dell Computer L P	\$16.79	5020-73110-402190	Black ink cartridge
05/27/2014	775291	Dell Computer L P	\$11.20	5120-83110-402190	Black ink cartridge
05/27/2014	775299	Granite Peak Pump Service Inc	\$6,720.98	8730-51990-402330	Pump repair at Rose.
05/27/2014	775299	Granite Peak Pump Service Inc	\$137.79	8730-51990-402330	Pump repairs at Rose.
05/27/2014	775310	Jack Henry & Associates Inc	\$2,352.00	5020-73110-403630	Annual maintenance for utility payment processing equipment
05/27/2014	775310	Jack Henry & Associates Inc	\$1,568.00	5120-83110-403630	Annual maintenance for utility payment processing equipment
05/27/2014	775311	Jem Contracting, Inc	\$40,557.13	4700-31610-409310	SID 1395 Boca Raton Road
05/27/2014	775311	Jem Contracting, Inc	\$7,725.17	2050-31310-409310	SID 1395 Boca Raton Road
05/27/2014	775318	Knife River (JTL Group Inc.)	\$2,053.78	2110-31320-404710	asphalt
05/27/2014	775318	Knife River (JTL Group Inc.)	\$1,400.70	2110-31320-404710	asphalt
05/27/2014	775318	Knife River (JTL Group Inc.)	\$1,347.34	2110-31320-404710	asphalt
05/27/2014	775318	Knife River (JTL Group Inc.)	\$1,404.76	2110-31320-404710	asphalt
05/27/2014	775322	Labor Ready Northwest, Inc.	\$2,807.20	5410-31230-403581	Paper Pickers for the Landfill
05/27/2014	775326	Mailing Technical Services	\$739.80	0100-15120-403110	Finance
05/27/2014	775326	Mailing Technical Services	\$3,661.76	6050-15150-403110	Postage Fund (weekly bills)
05/27/2014	775328	Matco Tools	\$3,595.00	6010-15520-402120	Invoice # 49161, Shop scan tool.
05/27/2014	775331	Miller Trois LLC	\$1,766.00	0100-43210-405311	I14-023341 June 2014 Rent for Planning & Community Services. Miller Building
05/27/2014	775331	Miller Trois LLC	\$5,793.00	2090-44510-405311	I14-023341 June 2014 Rent for Planning & Community Services. Miller Building
05/27/2014	775331	Miller Trois LLC	\$3,842.00	2400-43010-405311	I14-023341 June 2014 Rent for Planning & Community Services. Miller Building
05/27/2014	775331	Miller Trois LLC	\$3,367.00	2740-67800-405310	I14-023341 June 2014 Rent for Planning & Community Services. Miller Building
05/27/2014	775331	Miller Trois LLC	\$1,192.00	2990-65010-405310	I14-023341 June 2014 Rent for Planning & Community Services. Miller Building

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05/27/2014	775332	Montana Dakota Utilities Co	\$1,174.52	5610-71130-403440	2855801000 6
05/27/2014	775332	Montana Dakota Utilities Co	\$13.24	0100-51120-403410	5014731000 2
05/27/2014	775332	Montana Dakota Utilities Co	\$24.92	5020-74000-403440	5413801000 1
05/27/2014	775332	Montana Dakota Utilities Co	\$8,006.83	5610-71120-403440	5955801000 1
05/27/2014	775332	Montana Dakota Utilities Co	\$803.21	5610-71170-403440	7065801000 7
05/27/2014	775332	Montana Dakota Utilities Co	\$11.60	5610-71170-403440	8065801000 6
05/27/2014	775332	Montana Dakota Utilities Co	\$367.10	5610-71130-403440	06882310003 / 31454601
05/27/2014	775332	Montana Dakota Utilities Co	\$11.60	5610-71130-403440	16882310002 / 31454801
05/27/2014	775332	Montana Dakota Utilities Co	\$24.01	5120-85000-403440	5967331000 5
05/27/2014	775332	Montana Dakota Utilities Co	\$29.03	5020-74000-403440	9215801000 6
05/27/2014	775332	Montana Dakota Utilities Co	\$26.53	5120-85000-403440	9550431000 4
05/27/2014	775335	Montana State Library	\$30,332.74	2600-55180-403690	MT Shared Catalog
05/27/2014	775338	Moulton Bellingham PC	\$7,200.50	0100-16110-403560	Inv. 108308, 4/30/14, Watters v. City, File No. 014198 00015
05/27/2014	775340	Natgun Corporation	\$10,746.12	4160-74930-409340	WO 09-19 Zone 3 East Fox Reservoir Expansion
05/27/2014	775346	NorthWestern Energy	\$41,684.85	5120-84000-403410	725 Hwy 87 East
05/27/2014	775346	NorthWestern Energy	\$481.83	5020-74000-403410	5809 Canyonwoods Dr
05/27/2014	775346	NorthWestern Energy	\$634.09	5020-74000-403410	Airport Rd/17th St West/HWY 3/Waldo
05/27/2014	775346	NorthWestern Energy	\$2,322.28	5610-71130-403410	0100483-7. Runway Lights. May 2014
05/27/2014	775346	NorthWestern Energy	\$1,439.89	5610-71130-403410	0100484-5. ARFF Facility. May 2014
05/27/2014	775346	NorthWestern Energy	\$80.88	5610-71170-403410	1138926-9. Aero Interiors. May 2014
05/27/2014	775346	NorthWestern Energy	\$9.25	5610-71170-403410	1264299-7. Old Hertz Car Wash. May 2014
05/27/2014	775346	NorthWestern Energy	\$7.72	5610-71170-403410	1341289-5. Old Thrifty Car Wash. May 2014
05/27/2014	775346	NorthWestern Energy	\$218.09	5610-71170-403410	1341291-1. Old Enterprise Car Wash (Big Sky Ground). May 2014
05/27/2014	775346	NorthWestern Energy	\$317.12	5610-71170-403410	1341295-2. Big Sky Ground. May 2014
05/27/2014	775346	NorthWestern Energy	\$580.29	5610-71170-403410	1669567-8. TSA Building. May 2014
05/27/2014	775346	NorthWestern Energy	\$1,316.59	5610-71190-403410	1993430-6. Car Wash. May 2014
05/27/2014	775346	NorthWestern Energy	\$381.22	5610-71190-403410	2001846-1. Mud Wash. May 2014
05/27/2014	775346	NorthWestern Energy	\$184.38	5610-71190-403410	2001848-7. Detail Bay 1 Hertz. May 2014
05/27/2014	775346	NorthWestern Energy	\$183.96	5610-71190-403410	2001855-2. Detail Bay 2 National/Alamo. May 2014
05/27/2014	775346	NorthWestern Energy	\$111.67	5610-71190-403410	2001862-8. Detail Bay 3 Enterprise. May 2014
05/27/2014	775346	NorthWestern Energy	\$158.58	5610-71190-403410	2001865-1. Detail Bay 4 Avis/Budget. May 2014
05/27/2014	775346	NorthWestern Energy	\$133.76	5610-71190-403410	2001867-7. Detail Bay 5 Thrifty/Dollar. May 2014
05/27/2014	775345	NorthWestern Energy	\$10,499.82	2110-31320-403410	Signal Bills
05/27/2014	775345	NorthWestern Energy	\$476.82	8100-31830-403410	SILMD 008 ACCT# 0712544-6
05/27/2014	775345	NorthWestern Energy	\$489.33	8100-31830-403410	SILMD 009 ACCT# 0712545-3
05/27/2014	775345	NorthWestern Energy	\$1,344.51	8100-31830-403410	SILMD 010 ACCT# 0712546-1
05/27/2014	775345	NorthWestern Energy	\$3,933.79	8100-31830-403410	SILMD 013 ACCT# 0721276-4
05/27/2014	775345	NorthWestern Energy	\$1,935.79	8100-31830-403410	SILMD 014 ACCT# 0721277-2
05/27/2014	775345	NorthWestern Energy	\$1,180.48	8100-31830-403410	SILMD 017 ACCT# 0712553-7
05/27/2014	775345	NorthWestern Energy	\$90.95	8100-31830-403410	SILMD 018 ACCT# 0712554-5
05/27/2014	775345	NorthWestern Energy	\$435.64	8100-31830-403410	SILMD 095 ACCT# 0712556-0
05/27/2014	775345	NorthWestern Energy	\$10,496.47	8100-31830-403410	SILMD 097 ACCT# 0712557-8
05/27/2014	775345	NorthWestern Energy	\$1,546.80	8100-31830-403410	SILMD 099 ACCT# 0712558-6
05/27/2014	775345	NorthWestern Energy	\$2,533.36	8100-31830-403410	SILMD 100 ACCT# 0712559-4
05/27/2014	775345	NorthWestern Energy	\$1,682.25	8100-31830-403410	SILMD 107 ACCT# 0712560-2
05/27/2014	775345	NorthWestern Energy	\$4,218.96	8100-31830-403410	SILMD 109 ACCT# 0712561-0
05/27/2014	775345	NorthWestern Energy	\$171.89	8100-31830-403410	SILMD 113 ACCT# 0712562-8
05/27/2014	775345	NorthWestern Energy	\$907.89	8100-31830-403410	SILMD 114 ACCT# 0712563-6
05/27/2014	775345	NorthWestern Energy	\$213.63	8100-31830-403410	SILMD 115 ACCT# 0712564-4
05/27/2014	775345	NorthWestern Energy	\$560.75	8100-31830-403410	SILMD 116 ACCT# 0712565-1
05/27/2014	775345	NorthWestern Energy	\$3,094.55	8100-31830-403410	SILMD 117 ACCT# 0712566-9
05/27/2014	775345	NorthWestern Energy	\$223.29	8100-31830-403410	SILMD 118 ACCT# 0712567-7
05/27/2014	775345	NorthWestern Energy	\$147.00	8100-31830-403410	SILMD 119 ACCT# 0712568-5
05/27/2014	775345	NorthWestern Energy	\$2,403.21	8100-31830-403410	SILMD 121 ACCT# 0712570-1
05/27/2014	775345	NorthWestern Energy	\$182.59	8100-31830-403410	SILMD 122 ACCT# 0712571-9
05/27/2014	775345	NorthWestern Energy	\$320.43	8100-31830-403410	SILMD 123 ACCT# 0712572-7
05/27/2014	775345	NorthWestern Energy	\$934.57	8100-31830-403410	SILMD 124 ACCT# 0712573-5
05/27/2014	775345	NorthWestern Energy	\$373.84	8100-31830-403410	SILMD 125 ACCT# 0712574-3
05/27/2014	775345	NorthWestern Energy	\$186.92	8100-31830-403410	SILMD 126 ACCT# 0712575-0
05/27/2014	775345	NorthWestern Energy	\$684.67	8100-31830-403410	SILMD 127 ACCT# 0712576-8
05/27/2014	775345	NorthWestern Energy	\$479.27	8100-31830-403410	SILMD 128 ACCT# 0712577-6
05/27/2014	775345	NorthWestern Energy	\$320.43	8100-31830-403410	SILMD 129 ACCT# 0712578-4
05/27/2014	775345	NorthWestern Energy	\$121.19	8100-31830-403410	SILMD 130 ACCT# 0712579-2
05/27/2014	775345	NorthWestern Energy	\$827.78	8100-31830-403410	SILMD 131 ACCT# 0712580-0
05/27/2014	775345	NorthWestern Energy	\$225.07	8100-31830-403410	SILMD 133 ACCT# 0712581-8
05/27/2014	775345	NorthWestern Energy	\$519.38	8100-31830-403410	SILMD 134 ACCT# 0712582-6
05/27/2014	775345	NorthWestern Energy	\$502.08	8100-31830-403410	SILMD 135 ACCT# 0712583-4
05/27/2014	775345	NorthWestern Energy	\$444.54	8100-31830-403410	SILMD 136 ACCT# 0712584-2
05/27/2014	775345	NorthWestern Energy	\$358.87	8100-31830-403410	SILMD 137 ACCT# 0712585-9
05/27/2014	775345	NorthWestern Energy	\$720.97	8100-31830-403410	SILMD 138 ACCT# 0712586-7
05/27/2014	775345	NorthWestern Energy	\$240.34	8100-31830-403410	SILMD 139 ACCT# 0712587-5
05/27/2014	775345	NorthWestern Energy	\$554.89	8100-31830-403410	SILMD 143 ACCT# 0712588-3
05/27/2014	775345	NorthWestern Energy	\$26.43	8100-31830-403410	SILMD 144 ACCT# 0712589-1
05/27/2014	775345	NorthWestern Energy	\$456.45	8100-31830-403410	SILMD 145 ACCT# 0712590-9
05/27/2014	775345	NorthWestern Energy	\$347.14	8100-31830-403410	SILMD 146 ACCT# 0712591-7

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05/27/2014	775345	NorthWestern Energy	\$449.39	8100-31830-403410	SILMD 147 ACCT# 0712592-5
05/27/2014	775345	NorthWestern Energy	\$1,391.90	8100-31830-403410	SILMD 149 ACCT# 0712593-3
05/27/2014	775345	NorthWestern Energy	\$730.33	8100-31830-403410	SILMD 150 ACCT# 0712594-1
05/27/2014	775345	NorthWestern Energy	\$614.16	8100-31830-403410	SILMD 151 ACCT# 0712595-8
05/27/2014	775345	NorthWestern Energy	\$4,180.53	8100-31830-403410	SILMD 152 ACCT# 0712596-6
05/27/2014	775345	NorthWestern Energy	\$524.92	8100-31830-403410	SILMD 153 ACCT# 0712597-4
05/27/2014	775345	NorthWestern Energy	\$1,186.76	8100-31830-403410	SILMD 154 ACCT# 0712598-2
05/27/2014	775345	NorthWestern Energy	\$480.63	8100-31830-403410	SILMD 155 ACCT# 0712599-0
05/27/2014	775345	NorthWestern Energy	\$890.08	8100-31830-403410	SILMD 157 ACCT# 0712600-6
05/27/2014	775345	NorthWestern Energy	\$774.37	8100-31830-403410	SILMD 158 ACCT# 0712601-4
05/27/2014	775345	NorthWestern Energy	\$1,051.87	8100-31830-403410	SILMD 159 ACCT# 0712602-2
05/27/2014	775345	NorthWestern Energy	\$694.26	8100-31830-403410	SILMD 160 ACCT# 0712603-0
05/27/2014	775345	NorthWestern Energy	\$1,027.00	8100-31830-403410	SILMD 161 ACCT# 0712604-8
05/27/2014	775345	NorthWestern Energy	\$58.33	8100-31830-403410	SILMD 162 ACCT# 0712605-5
05/27/2014	775345	NorthWestern Energy	\$626.66	8100-31830-403410	SILMD 163 ACCT# 0712606-3
05/27/2014	775345	NorthWestern Energy	\$365.14	8100-31830-403410	SILMD 164 ACCT# 0712607-1
05/27/2014	775345	NorthWestern Energy	\$854.49	8100-31830-403410	SILMD 165 ACCT# 0712608-9
05/27/2014	775345	NorthWestern Energy	\$228.22	8100-31830-403410	SILMD 167 ACCT# 0712609-7
05/27/2014	775345	NorthWestern Energy	\$547.74	8100-31830-403410	SILMD 171 ACCT# 0712610-5
05/27/2014	775345	NorthWestern Energy	\$519.37	8100-31830-403410	SILMD 172 ACCT# 0712611-3
05/27/2014	775345	NorthWestern Energy	\$1,141.11	8100-31830-403410	SILMD 173 ACCT# 0712612-1
05/27/2014	775345	NorthWestern Energy	\$958.54	8100-31830-403410	SILMD 174 ACCT# 0712613-9
05/27/2014	775345	NorthWestern Energy	\$319.52	8100-31830-403410	SILMD 175 ACCT# 0712614-7
05/27/2014	775345	NorthWestern Energy	\$41.67	8100-31830-403410	SILMD 176 ACCT# 0712615-4
05/27/2014	775345	NorthWestern Energy	\$251.06	8100-31830-403410	SILMD 178 ACCT# 0712616-2
05/27/2014	775345	NorthWestern Energy	\$502.08	8100-31830-403410	SILMD 179 ACCT# 0712617-0
05/27/2014	775345	NorthWestern Energy	\$342.33	8100-31830-403410	SILMD 180 ACCT# 0712618-8
05/27/2014	775345	NorthWestern Energy	\$1,628.84	8100-31830-403410	SILMD 181 ACCT# 0712619-6
05/27/2014	775345	NorthWestern Energy	\$570.55	8100-31830-403410	SILMD 182 ACCT# 0712620-4
05/27/2014	775345	NorthWestern Energy	\$1,141.12	8100-31830-403410	SILMD 183 ACCT# 0712621-2
05/27/2014	775345	NorthWestern Energy	\$365.14	8100-31830-403410	SILMD 184 ACCT# 0712622-0
05/27/2014	775345	NorthWestern Energy	\$136.93	8100-31830-403410	SILMD 185 ACCT# 0712623-8
05/27/2014	775345	NorthWestern Energy	\$586.21	8100-31830-403410	SILMD 186 ACCT# 0712624-6
05/27/2014	775345	NorthWestern Energy	\$228.22	8100-31830-403410	SILMD 187 ACCT# 0712625-3
05/27/2014	775345	NorthWestern Energy	\$273.87	8100-31830-403410	SILMD 188 ACCT# 0712626-1
05/27/2014	775345	NorthWestern Energy	\$228.22	8100-31830-403410	SILMD 189 ACCT# 0712627-9
05/27/2014	775345	NorthWestern Energy	\$1,186.76	8100-31830-403410	SILMD 190 ACCT# 0712628-7
05/27/2014	775345	NorthWestern Energy	\$407.74	8100-31830-403410	SILMD 191 ACCT# 0712629-5
05/27/2014	775345	NorthWestern Energy	\$296.70	8100-31830-403410	SILMD 192 ACCT# 0712630-3
05/27/2014	775345	NorthWestern Energy	\$730.33	8100-31830-403410	SILMD 193 ACCT# 0712631-1
05/27/2014	775345	NorthWestern Energy	\$242.57	8100-31830-403410	SILMD 194 ACCT# 0712632-9
05/27/2014	775345	NorthWestern Energy	\$202.16	8100-31830-403410	SILMD 195 ACCT# 0712633-7
05/27/2014	775345	NorthWestern Energy	\$64.98	8100-31830-403410	SILMD 196 ACCT# 0712634-5
05/27/2014	775345	NorthWestern Energy	\$64.98	8100-31830-403410	SILMD 197 ACCT# 0712635-2
05/27/2014	775345	NorthWestern Energy	\$114.12	8100-31830-403410	SILMD 198 ACCT# 0712636-0
05/27/2014	775345	NorthWestern Energy	\$69.30	8100-31830-403410	SILMD 200 ACCT# 0712637-8
05/27/2014	775345	NorthWestern Energy	\$479.27	8100-31830-403410	SILMD 201 ACCT# 0712638-6
05/27/2014	775345	NorthWestern Energy	\$746.17	8100-31830-403410	SILMD 202 INV# 0712639-4
05/27/2014	775345	NorthWestern Energy	\$17.33	8100-31830-403410	SILMD 203 ACCT# 0712640-2
05/27/2014	775345	NorthWestern Energy	\$341.59	8100-31830-403410	SILMD 204 ACCT# 0712641-0
05/27/2014	775345	NorthWestern Energy	\$33.33	8100-31830-403410	SILMD 205 ACCT# 0712642-8
05/27/2014	775345	NorthWestern Energy	\$319.52	8100-31830-403410	SILMD 206 ACCT# 0712643-6
05/27/2014	775345	NorthWestern Energy	\$365.14	8100-31830-403410	SILMD 207 ACCT# 0712644-4
05/27/2014	775345	NorthWestern Energy	\$236.31	8100-31830-403410	SILMD 208 ACCT# 0712645-1
05/27/2014	775345	NorthWestern Energy	\$524.92	8100-31830-403410	SILMD 209 ACCT# 0712646-9
05/27/2014	775345	NorthWestern Energy	\$77.97	8100-31830-403410	SILMD 210 ACCT# 0712647-7
05/27/2014	775345	NorthWestern Energy	\$43.32	8100-31830-403410	SILMD 211 ACCT# 0712648-5
05/27/2014	775345	NorthWestern Energy	\$43.32	8100-31830-403410	SILMD 212 ACCT# 0712649-3
05/27/2014	775345	NorthWestern Energy	\$25.99	8100-31830-403410	SILMD 213 ACCT# 0712650-1
05/27/2014	775345	NorthWestern Energy	\$456.91	8100-31830-403410	SILMD 214 ACCT# 0712651-9
05/27/2014	775345	NorthWestern Energy	\$136.93	8100-31830-403410	SILMD 216 ACCT# 0712652-7
05/27/2014	775345	NorthWestern Energy	\$360.34	8100-31830-403410	SILMD 217 ACCT# 0712653-5
05/27/2014	775345	NorthWestern Energy	\$201.11	8100-31830-403410	SILMD 220 ACCT# 0712654-3
05/27/2014	775345	NorthWestern Energy	\$8.34	8100-31830-403410	SILMD 221 ACCT# 0712655-0
05/27/2014	775345	NorthWestern Energy	\$68.46	8100-31830-403410	SILMD 222 ACCT# 0712656-8
05/27/2014	775345	NorthWestern Energy	\$103.98	8100-31830-403410	SILMD 223 ACCT# 0712657-6
05/27/2014	775345	NorthWestern Energy	\$1,749.55	8100-31830-403410	SILMD 224 ACCT# 0712658-4
05/27/2014	775345	NorthWestern Energy	\$343.96	8100-31830-403410	SILMD 225 ACCT# 0712659-2
05/27/2014	775345	NorthWestern Energy	\$278.46	8100-31830-403410	SILMD 226 ACCT# 0712660-0
05/27/2014	775345	NorthWestern Energy	\$563.34	8100-31830-403410	SILMD 227 ACCT# 0712661-8
05/27/2014	775345	NorthWestern Energy	\$774.37	8100-31830-403410	SILMD 228 ACCT# 0712662-6
05/27/2014	775345	NorthWestern Energy	\$400.53	8100-31830-403410	SILMD 229 ACCT# 0712663-4
05/27/2014	775345	NorthWestern Energy	\$934.60	8100-31830-403410	SILMD 230 ACCT# 0712664-2
05/27/2014	775345	NorthWestern Energy	\$560.75	8100-31830-403410	SILMD 231 ACCT# 0712665-9
05/27/2014	775345	NorthWestern Energy	\$2,429.91	8100-31830-403410	SILMD 232 ACCT# 0712666-7
05/27/2014	775345	NorthWestern Energy	\$757.11	8100-31830-403410	SILMD 233 ACCT# 0712667-5

Check Date	Check	Name	Amount	Account	Item Desc
05/27/2014	775345	NorthWestern Energy	\$446.08	8100-31830-403410	SILMD 234 ACCT# 0712668-3
05/27/2014	775345	NorthWestern Energy	\$476.41	8100-31830-403410	SILMD 235 ACCT# 0712669-1
05/27/2014	775345	NorthWestern Energy	\$151.60	8100-31830-403410	SILMD 236 ACCT# 0712670-9
05/27/2014	775345	NorthWestern Energy	\$387.97	8100-31830-403410	SILMD 237 ACCT# 0712671-7
05/27/2014	775345	NorthWestern Energy	\$14.28	8100-31830-403410	SILMD 238 ACCT# 0712672-5
05/27/2014	775345	NorthWestern Energy	\$91.29	8100-31830-403410	SILMD 239 ACCT# 0712673-3
05/27/2014	775345	NorthWestern Energy	\$363.85	8100-31830-403410	SILMD 240 ACCT# 0712674-1
05/27/2014	775345	NorthWestern Energy	\$597.48	8100-31830-403410	SILMD 241 ACCT# 0712675-8
05/27/2014	775345	NorthWestern Energy	\$80.12	8100-31830-403410	SILMD 242 ACCT# 0712676-6
05/27/2014	775345	NorthWestern Energy	\$106.81	8100-31830-403410	SILMD 244 ACCT# 0712677-4
05/27/2014	775345	NorthWestern Energy	\$82.84	8100-31830-403410	SILMD 245 ACCT# 0712678-2
05/27/2014	775345	NorthWestern Energy	\$320.43	8100-31830-403410	SILMD 246 ACCT# 0712679-0
05/27/2014	775345	NorthWestern Energy	\$1,113.49	8100-31830-403410	SILMD 247 ACCT# 0712680-8
05/27/2014	775345	NorthWestern Energy	\$2,360.93	8100-31830-403410	SILMD 248 ACCT# 0712681-6
05/27/2014	775345	NorthWestern Energy	\$2,643.53	8100-31830-403410	SILMD 249 ACCT# 0718734-7
05/27/2014	775345	NorthWestern Energy	\$14.98	8100-31830-403410	SILMD 250 ACCT# 1301786-8
05/27/2014	775345	NorthWestern Energy	\$184.36	8100-31830-403410	SILMD 250 ACCT# 0719001-0
05/27/2014	775345	NorthWestern Energy	\$3,793.62	8100-31830-403410	SILMD 251 ACCT# 0718801-4
05/27/2014	775345	NorthWestern Energy	\$534.05	8100-31830-403410	SILMD 252 ACCT# 0719162-0
05/27/2014	775345	NorthWestern Energy	\$1,865.71	8100-31830-403410	SILMD 253 ACCT# 0719644-7
05/27/2014	775345	NorthWestern Energy	\$136.92	8100-31830-403410	SILMD 254 ACCT# 0719763-5
05/27/2014	775345	NorthWestern Energy	\$141.17	8100-31830-403410	SILMD 255 ACCT# 0720813-5
05/27/2014	775345	NorthWestern Energy	\$798.08	8100-31830-403410	SILMD 257 ACCT# 0720360-7
05/27/2014	775345	NorthWestern Energy	\$2,517.88	8100-31830-403410	SILMD 258 ACCT# 0720606-3
05/27/2014	775345	NorthWestern Energy	\$13.82	8100-31830-403410	SILMD 259 ACCT# 1301786-8
05/27/2014	775345	NorthWestern Energy	\$1,211.90	8100-31830-403410	SILMD 259 ACCT# 0720810-1
05/27/2014	775345	NorthWestern Energy	\$480.63	8100-31830-403410	SILMD 261 ACCT# 0720705-3
05/27/2014	775345	NorthWestern Energy	\$3,030.43	8100-31830-403410	SILMD 262 ACCT# 0720937-2
05/27/2014	775345	NorthWestern Energy	\$875.03	8100-31830-403410	SILMD 263 ACCT# 0720716-0
05/27/2014	775345	NorthWestern Energy	\$149.37	8100-31830-403410	SILMD 264 ACCT# 0721427-3
05/27/2014	775345	NorthWestern Energy	\$338.13	8100-31830-403410	SILMD 265 ACCT# 0721556-9
05/27/2014	775345	NorthWestern Energy	\$38.66	8100-31830-403410	SILMD 266 ACCT# 0721684-9
05/27/2014	775345	NorthWestern Energy	\$70.74	8100-31830-403410	SILMD 269 ACCT# 0833098-7
05/27/2014	775345	NorthWestern Energy	\$398.27	8100-31830-403410	SILMD 270 ACCT# 0906944-4
05/27/2014	775345	NorthWestern Energy	\$963.05	8100-31830-403410	SILMD 271 ACCT# 0995095-7
05/27/2014	775345	NorthWestern Energy	\$2,713.83	8100-31830-403410	SILMD 272 ACCT# 0905005-5
05/27/2014	775345	NorthWestern Energy	\$194.63	8100-31830-403410	SILMD 273 ACCT# 0926386-4
05/27/2014	775345	NorthWestern Energy	\$60.63	8100-31830-403410	SILMD 274 ACCT# 0907926-0
05/27/2014	775345	NorthWestern Energy	\$437.29	8100-31830-403410	SILMD 276 ACCT# 0961926-3
05/27/2014	775345	NorthWestern Energy	\$797.25	8100-31830-403410	SILMD 277 ACCT# 1058710-3
05/27/2014	775345	NorthWestern Energy	\$212.24	8100-31830-403410	SILMD 278 ACCT# 1087619-1
05/27/2014	775345	NorthWestern Energy	\$59.30	8100-31830-403410	SILMD 279 ACCT# 1124127-0
05/27/2014	775345	NorthWestern Energy	\$664.92	8100-31830-403410	SILMD 280 ACCT# 1045653-1
05/27/2014	775345	NorthWestern Energy	\$60.63	8100-31830-403410	SILMD 281 ACCT# 1079722-3
05/27/2014	775345	NorthWestern Energy	\$343.10	8100-31830-403410	SILMD 283 ACCT# 1172743-5
05/27/2014	775345	NorthWestern Energy	\$326.65	8100-31830-403410	SILMD 285 ACCT# 1206985-2
05/27/2014	775345	NorthWestern Energy	\$229.55	8100-31830-403410	SILMD 286 ACCT# 1296582-8
05/27/2014	775345	NorthWestern Energy	\$126.09	8100-31830-403410	SILMD 287 ACCT# 1246537-3
05/27/2014	775345	NorthWestern Energy	\$1,724.60	8100-31830-403410	SILMD 288 ACCT# 1303978-9
05/27/2014	775345	NorthWestern Energy	\$302.51	8100-31830-403410	SILMD 289 ACCT# 1685375-6
05/27/2014	775345	NorthWestern Energy	\$116.66	8100-31830-403410	SILMD 290 ACCT# 1433921-2
05/27/2014	775345	NorthWestern Energy	\$587.44	8100-31830-403410	SILMD 292 ACCT# 1481532-8
05/27/2014	775345	NorthWestern Energy	\$228.22	8100-31830-403410	SILMD 293 ACCT# 1481534-4
05/27/2014	775345	NorthWestern Energy	\$456.45	8100-31830-403410	SILMD 294 ACCT# 1481535-1
05/27/2014	775345	NorthWestern Energy	\$106.81	8100-31830-403410	SILMD 295 ACCT# 1481536-9
05/27/2014	775345	NorthWestern Energy	\$1,209.58	8100-31830-403410	SILMD 296 ACCT# 1481537-7
05/27/2014	775345	NorthWestern Energy	\$205.42	8100-31830-403410	SILMD 297 ACCT# 1481539-3
05/27/2014	775345	NorthWestern Energy	\$182.59	8100-31830-403410	SILMD 298 ACCT# 1481540-1
05/27/2014	775345	NorthWestern Energy	\$388.95	8100-31830-403410	SILMD 300 ACCT# 1662840-6
05/27/2014	775345	NorthWestern Energy	\$1,721.36	8100-31830-403410	SILMD 301 ACCT# 1687005-7
05/27/2014	775345	NorthWestern Energy	\$229.75	8100-31830-403410	SILMD 302 ACCT# 1607534-3
05/27/2014	775345	NorthWestern Energy	\$872.55	8100-31830-403410	SILMD 305 ACCT# 1695873-8
05/27/2014	775345	NorthWestern Energy	\$240.12	8100-31830-403410	SILMD 306 ACCT# 1740353-6
05/27/2014	775345	NorthWestern Energy	\$2,254.30	8100-31830-403410	SILMD 307 ACCT# 2049005-8
05/27/2014	775345	NorthWestern Energy	\$255.09	8100-31830-403410	SILMD 308 ACCT# 2072459-7
05/27/2014	775345	NorthWestern Energy	\$274.10	8100-31830-403410	SILMD 309 ACCT# 2001311-6
05/27/2014	775345	NorthWestern Energy	\$314.65	8100-31830-403410	SILMD 310 ACCT# 2060519-2
05/27/2014	775345	NorthWestern Energy	\$209.59	8100-31830-403410	SILMD 311 ACCT# 3014475-2
05/27/2014	775345	NorthWestern Energy	\$50.20	8100-31830-403410	SILMD 320 ACCT# 0712569-3
05/27/2014	775346	NorthWestern Energy	\$449.64	0100-51120-403410	09254962
05/27/2014	775346	NorthWestern Energy	\$463.66	6500-15660-403410	09758087
05/27/2014	775346	NorthWestern Energy	\$54.05	8720-51980-403410	10291920
05/27/2014	775346	NorthWestern Energy	\$361.88	5020-74000-403410	11164522
05/27/2014	775346	NorthWestern Energy	\$842.32	6500-15660-403410	11608023
05/27/2014	775346	NorthWestern Energy	\$1,651.35	6500-15660-403410	11608049
05/27/2014	775346	NorthWestern Energy	\$3,179.40	6500-15660-403410	12693917

Check Date	Check	Name	Amount	Account	Item Desc
05/27/2014	775346	NorthWestern Energy	\$127.50	8720-51980-403410	14253645
05/27/2014	775348	One Eighty Communications	\$40.60	5610-71100-403450	Airport 2948370 Airport Alarm
05/27/2014	775348	One Eighty Communications	\$3,643.99	6060-19310-403450	Main Bill Acct 00001906
05/27/2014	775348	One Eighty Communications	\$235.54	6060-19310-403450	Main Bill T-1 Account 00018768
05/27/2014	775348	One Eighty Communications	\$40.10	1500-21110-403450	CPC line 247-8592 Account 00018768
05/27/2014	775348	One Eighty Communications	\$46.00	0100-51120-403450	Dehler Park line 867-7275
05/27/2014	775348	One Eighty Communications	\$980.00	2600-55180-403590	Library Internet Connection Account 00001906
05/27/2014	775348	One Eighty Communications	\$79.95	6200-19110-403452	IT Internet Connection
05/27/2014	775348	One Eighty Communications	\$2.50	1500-22250-403450	Comm Center Long Distance Charges
05/27/2014	775348	One Eighty Communications	\$40.10	2990-65010-403450	Community Development Services FAX 406-294-7595 Account 00018768
05/27/2014	775348	One Eighty Communications	\$40.10	2090-44510-403450	Building FAX 406-657-8252 Account 0018768
05/27/2014	775348	One Eighty Communications	\$40.10	2400-43010-403450	Planning FAX 406-657-8327 Account 00018768
05/27/2014	775350	Peterson Office Furniture	\$1,130.30	2990-65010-407270	WSCA Contract #MA147 Ripple Chair
05/27/2014	775350	Peterson Office Furniture	\$3,795.45	2520-21490-402120	ICAC office furniture at Target Investments.
05/27/2014	775354	Riverside Contracting	\$86,427.39	8450-31860-409310	WO 09-12 Inner Belt Loop Phase I
05/27/2014	775360	Stapleton & Associates	\$4,790.00	1500-21400-403822	Invoice 304 - Crime Scene & Forensic Photo Course in Billings, Montana. Final Payment
05/27/2014	775361	Sunset Construction	\$402.00	6700-31410-342746	ComDev Refund
05/27/2014	775361	Sunset Construction	\$2,726.00	2400-43010-342319	ComDev Refund
05/27/2014	775366	Town & Country Supply Association	\$25,648.80	5610-71180-402313	Invoice #200503, QTA Car Rental Fuel
05/27/2014	775366	Town & Country Supply Association	\$31,335.56	6010-00000-141000	112121 PO NUM 295483
05/27/2014	775366	Town & Country Supply Association	\$1,461.91	1500-22260-402310	FIRE5: #2 DYED DIESEL DELIVERED 5/20/2014
05/27/2014	775366	Town & Country Supply Association	\$37,850.01	6010-00000-141000	200508 PO NUM 295504
05/27/2014	775378	Wj Whatley	\$6,858.00	2110-00000-141318	STREET LIGHTS PO NUM 294935

Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: Payment of Claims June 2, 2014

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,042,436.55 have been audited and are presented for City Council payment approval. A complete listing of the claims dated June 2, 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 06-02

Check Date	Check	Name	Amount	Account	Item Desc
06/02/2014	775381	Action Electric	\$1,570.10	0100-11100-407970	2013 City Hall Lighting Retrofit
06/02/2014	775381	Action Electric	\$14,829.99	6500-15660-409490	Change Order Facilities
06/02/2014	775381	Action Electric	\$2,036.99	0100-00000-201100	Retainage Release
06/02/2014	775386	Arrowhead Ornamentals LLC	\$3,353.00	7720-51660-407249	Tree's
06/02/2014	775386	Arrowhead Ornamentals LLC	\$550.00	7720-51660-407249	Tree's
06/02/2014	775393	Billings Times, Inc.	\$50.40	0100-11000-403920	Administration
06/02/2014	775393	Billings Times, Inc.	\$58.40	0100-13130-403360	Administration
06/02/2014	775393	Billings Times, Inc.	\$251.30	5610-71100-403210	Airport
06/02/2014	775393	Billings Times, Inc.	\$9.20	5710-71410-403310	Airport
06/02/2014	775393	Billings Times, Inc.	\$20.00	1500-21700-403210	Animal Shelter
06/02/2014	775393	Billings Times, Inc.	\$329.00	0100-43210-402190	Code Enforcement
06/02/2014	775393	Billings Times, Inc.	\$17.60	2990-65010-403310	Community Develop
06/02/2014	775393	Billings Times, Inc.	\$579.10	6700-31410-403310	Engineering
06/02/2014	775393	Billings Times, Inc.	\$1,303.00	0100-15120-403210	Finance- notice & CR printing
06/02/2014	775393	Billings Times, Inc.	\$24.00	0100-15120-403310	Finance- notice & CR printing
06/02/2014	775393	Billings Times, Inc.	\$40.00	2600-55110-403290	Library
06/02/2014	775393	Billings Times, Inc.	\$112.80	0100-51120-403370	Parks
06/02/2014	775393	Billings Times, Inc.	\$16.10	2400-43010-403310	Planning
06/02/2014	775393	Billings Times, Inc.	\$20.80	1990-15050-403590	Planning & Community
06/02/2014	775393	Billings Times, Inc.	\$80.50	2400-43010-403310	Planning & Community
06/02/2014	775393	Billings Times, Inc.	\$195.20	2400-43010-403310	City County Planning
06/02/2014	775393	Billings Times, Inc.	\$24.50	2400-43010-403310	Yellowstone Co Board of Planning
06/02/2014	775393	Billings Times, Inc.	\$471.00	1500-21150-402285	Police
06/02/2014	775393	Billings Times, Inc.	\$319.00	1500-21500-403210	Police
06/02/2014	775393	Billings Times, Inc.	\$25.60	5410-31220-403310	Public Works w/Engineering & Solid Waste
06/02/2014	775393	Billings Times, Inc.	\$11.20	6200-19110-402290	Public Works w/Engineering & Solid Waste
06/02/2014	775393	Billings Times, Inc.	\$25.90	6600-31100-403310	Public Works w/Engineering & Solid Waste
06/02/2014	775393	Billings Times, Inc.	\$20.80	5410-31220-403310	Public Works- Solid Waste
06/02/2014	775393	Billings Times, Inc.	\$46.40	5410-31230-403310	Solid Waste
06/02/2014	775393	Billings Times, Inc.	\$15.40	5710-71470-403310	Transit
06/02/2014	775395	Boyer & Dimich Assoc	\$3,085.00	5410-31210-403590	Team building and coaching
06/02/2014	775397	Business Tax Section	\$129.55	8400-31840-409310	WO 13-08 58th and Grand Storm Drain
06/02/2014	775397	Business Tax Section	\$152.75	5050-75150-403671	Water Service Repair List 08.30.13
06/02/2014	775397	Business Tax Section	\$100.00	5620-71200-409290	Car Rental & Airline Ticket Counters Upgrade Project
06/02/2014	775397	Business Tax Section	\$750.00	5620-71200-409290	Airport Terminal Painting Project
06/02/2014	775397	Business Tax Section	\$906.12	5030-74910-409390	WO 12-44 WTP High Service Pump Station H2-3
06/02/2014	775397	Business Tax Section	\$1,578.59	5030-74910-409390	WO 12-42 WTP Laboratory Renovation
06/02/2014	775397	Business Tax Section	\$15.86	0100-11100-407970	2013 City Hall Lighting Retrofit
06/02/2014	775397	Business Tax Section	\$149.80	6500-15660-409490	Change order to Facilities
06/02/2014	775397	Business Tax Section	\$20.58	0100-00000-201100	Retainage Release
06/02/2014	775397	Business Tax Section	\$179.65	5050-75150-403671	Water Service Repair List 11.04.13
06/02/2014	775400	Chicago Title of Montana LLC	\$15,000.00	2820-65810-407277	FTHB Sandi Mwasahani 2781 Phyllis Circle North
06/02/2014	775404	Curb Box Specialists Inc.	\$17,785.35	5050-75150-403671	Water Service Repair List 11.04.13
06/02/2014	775406	Dell Computer L P	\$15.11	5020-75000-402190	Monitor soundbar
06/02/2014	775406	Dell Computer L P	\$10.08	5120-85000-402190	Monitor soundbar
06/02/2014	775406	Dell Computer L P	\$553.74	0100-12200-402120	3 Dell 19 inch monitors & speaker bars
06/02/2014	775406	Dell Computer L P	\$2,476.51	6010-15500-402925	Dell Latitude E6430 ATG Semi Rugged Laptop
06/02/2014	775406	Dell Computer L P	\$1,417.32	6200-19110-402925	Dell XPS 11 (Deb)
06/02/2014	775406	Dell Computer L P	\$217.38	0100-12200-402120	Dell 22 inch monitor & speaker bar
06/02/2014	775408	Dick Anderson Construction Inc	\$156,279.83	5030-74910-409390	WO 12-42 WTP Laboratory Renovation
06/02/2014	775408	Dick Anderson Construction Inc	\$2,997.00	5030-73910-409390	Service center wall and door upgrades
06/02/2014	775408	Dick Anderson Construction Inc	\$1,998.00	5130-83910-409390	Service center wall and door upgrades
06/02/2014	775409	Dixie Petro-Chem	\$2,752.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 295468
06/02/2014	775411	DST Forms, Inc	\$4,620.00	6200-19110-402925	FD 1400 Pressure Seal Machine Service Contract Shipping
06/02/2014	775417	Ferguson Enterprises Inc	\$1,020.49	5020-00000-141000	SYSTEMS PO NUM 295466
06/02/2014	775417	Ferguson Enterprises Inc	\$2,906.38	5020-00000-141000	SYSTEMS PO NUM 295467
06/02/2014	775421	Graphic Imprints Inc.	\$700.00	0100-51250-402250	Summer camp staff shirts.
06/02/2014	775421	Graphic Imprints Inc.	\$743.00	0100-51260-402290	Summer camp staff shirts.
06/02/2014	775421	Graphic Imprints Inc.	\$1,650.00	0100-51250-402250	Summer camp shirts.
06/02/2014	775421	Graphic Imprints Inc.	\$212.00	0100-51250-402250	Volunteer ranger shirts.
06/02/2014	775424	Hawkins Inc.	\$2,614.67	5020-74000-402450	Vacuum reglator
06/02/2014	775425	HDR, Inc.	\$10,715.67	5020-72110-403540	DRINKING WATER SOURCE STU DY
06/02/2014	775426	High Roller Painting	\$74,250.00	5620-71200-409290	Airport Terminal Painting Project
06/02/2014	775429	I-State Truck, Inc.	\$70.68	2110-31320-402320	C251155405.01
06/02/2014	775429	I-State Truck, Inc.	\$274.44	5410-31230-402320	C251155594.01
06/02/2014	775429	I-State Truck, Inc.	\$2.96	1500-22260-402320	C251155655.01
06/02/2014	775429	I-State Truck, Inc.	\$1,312.78	5410-31230-402320	C251155668.01
06/02/2014	775429	I-State Truck, Inc.	\$50.00	5410-31230-402320	C251155668.01
06/02/2014	775429	I-State Truck, Inc.	\$234.21	2110-31320-402320	C251155696.01
06/02/2014	775429	I-State Truck, Inc.	\$69.76	2110-31320-402320	C251155884.01
06/02/2014	775429	I-State Truck, Inc.	\$68.89	2110-31320-402320	C251155958.01
06/02/2014	775429	I-State Truck, Inc.	\$495.65	2110-31320-402320	C251156092.01
06/02/2014	775429	I-State Truck, Inc.	\$40.95	5410-31220-402320	C251156241.01
06/02/2014	775429	I-State Truck, Inc.	\$46.12	6010-15530-402650	C251156306.01

Check Date	Check	Name	Amount	Account	Item Desc
06/02/2014	775432	Jackson Contractor Group Inc	\$18,869.40	4980-55110-409220	Construction of new Library, demolition of existing building & site development features.
06/02/2014	775435	Kadrmass Lee & Jackson	\$6,682.07	2010-15070-403590	SID 1396 Expo Gateway
06/02/2014	775435	Kadrmass Lee & Jackson	\$994.05	8450-31860-409310	WO 04-12 ALKALI CREEK ROAD AMENDMENT \$60,758.50 APPROVED BY CC 9/26/2011
06/02/2014	775438	Knife River (JTL Group Inc.)	\$948.30	2110-31320-404710	asphalt
06/02/2014	775438	Knife River (JTL Group Inc.)	\$353.80	2110-31320-404710	asphalt
06/02/2014	775438	Knife River (JTL Group Inc.)	\$6,258.20	2110-31320-404710	asphalt
06/02/2014	775438	Knife River (JTL Group Inc.)	\$42.64	2110-31320-404520	1 1/2" crushed base
06/02/2014	775442	Labor Ready Northwest, Inc.	\$3,317.60	5410-31230-403581	contract worker lf paper pickers
06/02/2014	775449	Montana Dakota Utilities Co	\$858.03	5610-71190-403440	889 373 1000 6. Car Wash. May 2014
06/02/2014	775449	Montana Dakota Utilities Co	\$424.42	5610-71190-403440	129 573 1000 1. Mud Wash. May 2014
06/02/2014	775449	Montana Dakota Utilities Co	\$36.54	5610-71190-403440	229 573 1000 0. Detail Bay 1 Hertz. May 2014
06/02/2014	775449	Montana Dakota Utilities Co	\$111.28	5610-71190-403440	629 573 1000 6. Detail Bay 2 National/Alamo. May 2014
06/02/2014	775449	Montana Dakota Utilities Co	\$50.63	5610-71190-403440	329 573 1000 9. Detail Bay 3 Enterprise. May 2014
06/02/2014	775449	Montana Dakota Utilities Co	\$78.89	5610-71190-403440	429 573 1000 8. Detail Bay 4 Avis/Budget. May 2014
06/02/2014	775449	Montana Dakota Utilities Co	\$32.36	5610-71190-403440	529 573 1000 7. Detail Bay 5 Thrifty/Dollar. May 2014
06/02/2014	775449	Montana Dakota Utilities Co	\$30.71	5610-71170-403440	295 580 1000 4. Aero Interiors. May 2014
06/02/2014	775449	Montana Dakota Utilities Co	\$176.91	5610-71170-403440	185 580 1000 7. TSA Building. May 2014
06/02/2014	775449	Montana Dakota Utilities Co	\$806.38	1500-21710-403440	1692331000 3
06/02/2014	775449	Montana Dakota Utilities Co	\$1,829.52	5120-84000-403440	2937801000 2
06/02/2014	775449	Montana Dakota Utilities Co	\$3,659.03	5120-84000-403440	2937801000 2
06/02/2014	775449	Montana Dakota Utilities Co	\$1,829.52	5120-84000-403440	2937801000 2
06/02/2014	775449	Montana Dakota Utilities Co	\$49.76	1500-21150-403410	51411704789
06/02/2014	775449	Montana Dakota Utilities Co	\$7.88	5020-74000-403440	3735801000 9
06/02/2014	775449	Montana Dakota Utilities Co	\$7.88	5020-74000-403440	3735801000 9
06/02/2014	775449	Montana Dakota Utilities Co	\$11.60	1500-21150-403410	06290794947
06/02/2014	775449	Montana Dakota Utilities Co	\$74.67	0100-51270-403440	4377801000 9
06/02/2014	775449	Montana Dakota Utilities Co	\$58.73	6600-31100-403440	5953731000 1
06/02/2014	775449	Montana Dakota Utilities Co	\$88.09	6700-31410-403440	5953731000 1
06/02/2014	775449	Montana Dakota Utilities Co	\$12.41	5210-15920-403440	7173531000 6
06/02/2014	775449	Montana Dakota Utilities Co	\$24.87	5120-85000-403440	7354531000 2
06/02/2014	775449	Montana Dakota Utilities Co	\$251.35	1500-22210-403440	8858801000 4
06/02/2014	775449	Montana Dakota Utilities Co	\$1,916.42	6500-15670-403440	9297801000 4
06/02/2014	775449	Montana Dakota Utilities Co	\$956.53	5710-71430-403440	9628801000 0
06/02/2014	775449	Montana Dakota Utilities Co	\$744.15	2600-55120-403440	2199244851 0
06/02/2014	775449	Montana Dakota Utilities Co	\$76.74	5020-74000-403440	0104901000 0
06/02/2014	775449	Montana Dakota Utilities Co	\$24.80	0100-51260-403440	0619431000 6
06/02/2014	775449	Montana Dakota Utilities Co	\$57.04	6500-15660-403440	1307331000 8
06/02/2014	775449	Montana Dakota Utilities Co	\$71.79	5020-74000-403440	2104901000 8
06/02/2014	775449	Montana Dakota Utilities Co	\$593.00	5020-73140-403440	3104901000 7
06/02/2014	775449	Montana Dakota Utilities Co	\$197.67	5120-83140-403440	3104901000 7
06/02/2014	775449	Montana Dakota Utilities Co	\$166.41	5020-73140-403440	4104901000 6
06/02/2014	775449	Montana Dakota Utilities Co	\$55.47	5120-83140-403440	4104901000 6
06/02/2014	775449	Montana Dakota Utilities Co	\$386.90	1500-22210-403440	4421901000 4
06/02/2014	775449	Montana Dakota Utilities Co	\$626.61	5020-74000-403440	5004901000 7
06/02/2014	775449	Montana Dakota Utilities Co	\$15.73	5020-74000-403440	5104901000 5
06/02/2014	775449	Montana Dakota Utilities Co	\$240.27	1500-22210-403440	5336531000 1
06/02/2014	775449	Montana Dakota Utilities Co	\$16.55	5020-74000-403440	6669231000 7
06/02/2014	775449	Montana Dakota Utilities Co	\$160.81	5020-74000-403440	7004901000 5
06/02/2014	775449	Montana Dakota Utilities Co	\$1,249.13	6500-15660-403440	7576331000 2
06/02/2014	775449	Montana Dakota Utilities Co	\$55.35	5020-74000-403440	8004901000 4
06/02/2014	775449	Montana Dakota Utilities Co	\$264.74	5020-74000-403440	9004901000 3
06/02/2014	775449	Montana Dakota Utilities Co	\$953.20	6500-15660-403440	9897331000 0
06/02/2014	775449	Montana Dakota Utilities Co	\$360.44	6500-15660-403440	9937331000 4
06/02/2014	775449	Montana Dakota Utilities Co	\$13.53	4280-65900-409180	502 S 33rd St - 5/21/14 billings (former Irma House)
06/02/2014	775449	Montana Dakota Utilities Co	\$11.60	5020-74000-403440	1104901000 9
06/02/2014	775449	Montana Dakota Utilities Co	\$11.60	5020-74000-403440	5669231000 8
06/02/2014	775449	Montana Dakota Utilities Co	\$5.80	5020-74000-403440	6004901000 6
06/02/2014	775449	Montana Dakota Utilities Co	\$5.80	5020-74000-403440	6004901000 6
06/02/2014	775449	Montana Dakota Utilities Co	\$11.60	5020-74000-403440	6104901000 4
06/02/2014	775450	Montana Dept Of Transportation	\$149,465.00	8450-31860-409310	WO 14-06 Zimmerman Trail
06/02/2014	775455	Montana State Fireman's Assoc	\$2,802.96	9000-00000-209924	Payroll Summary
06/02/2014	775456	Morrison Maierle Inc	\$51,408.50	5130-85910-409340	WO 14-01 2014 Water & Sewer Replacement - Sch 2 Sewer; CO#3 2/27/2014
06/02/2014	775456	Morrison Maierle Inc	\$1,569.75	8450-31860-409310	WO 14-06 Zimmerman Trail
06/02/2014	775468	NorthWestern Energy	\$9.25	0100-51120-403410	07230907
06/02/2014	775468	NorthWestern Energy	\$7.40	0100-51120-403410	07231624
06/02/2014	775468	NorthWestern Energy	\$927.85	0100-51120-403410	07231707
06/02/2014	775468	NorthWestern Energy	\$7.40	0100-51120-403410	07236441
06/02/2014	775468	NorthWestern Energy	\$42.77	0100-51120-403410	07894371
06/02/2014	775468	NorthWestern Energy	\$7.40	0100-51120-403410	08317026
06/02/2014	775468	NorthWestern Energy	\$54.05	0100-51120-403410	08392805
06/02/2014	775468	NorthWestern Energy	\$1,062.56	5210-15910-403410	15942824
06/02/2014	775468	NorthWestern Energy	\$1,960.75	5210-15910-403410	15696362
06/02/2014	775468	NorthWestern Energy	\$54.05	2110-31320-403410	17403577

Check Date	Check	Name	Amount	Account	Item Desc
06/02/2014	775468	NorthWestern Energy	\$54.88	8720-51980-403410	19486679
06/02/2014	775468	NorthWestern Energy	\$199.31	1500-21150-403410	19841501
06/02/2014	775468	NorthWestern Energy	\$193.06	1500-21150-403410	19841550
06/02/2014	775468	NorthWestern Energy	\$27.53	5610-71170-403410	1341288-7. Old National/Alamo Car Wash. May 2014
06/02/2014	775468	NorthWestern Energy	\$348.26	5610-71170-403410	0712792-1. IP-7. May 2014
06/02/2014	775468	NorthWestern Energy	\$13.48	5610-71130-403410	0712799-6. IP-8. May 2014
06/02/2014	775468	NorthWestern Energy	\$1,166.64	5610-71170-403410	0712800-2. IP-9. May 2014
06/02/2014	775468	NorthWestern Energy	\$44.25	5610-71170-403410	0712817-6. IP-House. May 2014
06/02/2014	775468	NorthWestern Energy	\$58.62	5610-71130-403410	0719616-5. ARFF Facility Lights. May 2014
06/02/2014	775468	NorthWestern Energy	\$2,691.57	5020-73140-403410	2251 Belknap Ave
06/02/2014	775468	NorthWestern Energy	\$14,355.02	5020-74000-403410	2251 Belknap Ave
06/02/2014	775468	NorthWestern Energy	\$53,831.32	5020-74000-403410	2251 Belknap Ave
06/02/2014	775468	NorthWestern Energy	\$897.18	5120-83140-403410	2251 Belknap Ave
06/02/2014	775468	NorthWestern Energy	\$422.41	1500-22210-403410	07125370
06/02/2014	775468	NorthWestern Energy	\$614.35	0100-51410-403410	07125388
06/02/2014	775468	NorthWestern Energy	\$94.33	0100-51220-403410	07126832
06/02/2014	775468	NorthWestern Energy	\$23.51	5710-71480-403410	07127640
06/02/2014	775468	NorthWestern Energy	\$454.93	5210-15950-403410	07208291
06/02/2014	775468	NorthWestern Energy	\$2,374.21	5210-15920-403410	07208341
06/02/2014	775468	NorthWestern Energy	\$368.62	1500-22210-403410	07208408
06/02/2014	775468	NorthWestern Energy	\$187.39	6070-22350-403410	07215809
06/02/2014	775468	NorthWestern Energy	\$12.18	0100-51120-403410	07222375
06/02/2014	775468	NorthWestern Energy	\$7.40	0100-51120-403410	07222474
06/02/2014	775468	NorthWestern Energy	\$54.14	0100-51120-403410	07222540
06/02/2014	775468	NorthWestern Energy	\$91.68	0100-51120-403410	07222557
06/02/2014	775468	NorthWestern Energy	\$54.14	0100-51120-403410	07222623
06/02/2014	775468	NorthWestern Energy	\$37.13	0100-51120-403410	07222664
06/02/2014	775468	NorthWestern Energy	\$9.57	0100-51120-403410	07222698
06/02/2014	775468	NorthWestern Energy	\$11.75	0100-51120-403410	07222920
06/02/2014	775468	NorthWestern Energy	\$44.33	0100-51120-403410	07222938
06/02/2014	775468	NorthWestern Energy	\$8.28	0100-51120-403410	07229057
06/02/2014	775468	NorthWestern Energy	\$127.50	0100-51120-403410	07230279
06/02/2014	775468	NorthWestern Energy	\$148.69	0100-51120-403410	07230352
06/02/2014	775468	NorthWestern Energy	\$8.70	0100-51120-403410	07230360
06/02/2014	775468	NorthWestern Energy	\$185.05	0100-51120-403410	07230378
06/02/2014	775468	NorthWestern Energy	\$54.05	0100-51120-403410	07230386
06/02/2014	775468	NorthWestern Energy	\$21.41	0100-51120-403410	07230428
06/02/2014	775468	NorthWestern Energy	\$4,733.03	5020-74000-403410	07230436
06/02/2014	775468	NorthWestern Energy	\$12.72	0100-51120-403410	07230568
06/02/2014	775468	NorthWestern Energy	\$10.98	0100-51120-403410	07230576
06/02/2014	775468	NorthWestern Energy	\$21.83	0100-51120-403410	07230584
06/02/2014	775468	NorthWestern Energy	\$108.02	0100-51120-403410	07229339
06/02/2014	775468	NorthWestern Energy	\$2,537.04	1500-22210-403410	FIRE1: 0100476-1 - MONTHLY ELECTRICAL SERVICE FY2014
06/02/2014	775468	NorthWestern Energy	\$302.94	5120-85000-403410	822 Shiloh Crossing
06/02/2014	775476	Qwest Communications	\$45.73	5210-15920-403450	Qwest 406-252-2041 Park 2 Elevator Phone
06/02/2014	775476	Qwest Communications	\$91.46	5610-71100-403450	Qwest 406-252-9412 Airport
06/02/2014	775476	Qwest Communications	\$47.23	6010-15500-403450	Qwest 406-256-5047 Motor Pool
06/02/2014	775476	Qwest Communications	\$45.51	5610-71100-403450	Qwest 406-256-7070 Airport
06/02/2014	775476	Qwest Communications	\$45.73	2250-22320-403450	Qwest 406-651-0282 Fire 5 911 Line
06/02/2014	775476	Qwest Communications	\$45.73	0100-51400-403450	Qwest 406-652-0269 Cemetery FAX Line
06/02/2014	775476	Qwest Communications	\$45.51	0100-51120-403450	Qwest 406-652-5507 Parks
06/02/2014	775476	Qwest Communications	\$31.99	2110-31320-403450	Qwest 406-652-8104 PW Traffic Signal 24 Central
06/02/2014	775476	Qwest Communications	\$34.72	0100-51210-403450	Qwest 406-652-8403 Stewart Park Batting Cages
06/02/2014	775476	Qwest Communications	\$45.73	1500-21110-403450	Qwest 406-656-1046 PD3 FAX Line
06/02/2014	775476	Qwest Communications	\$31.11	2400-43010-407214	Qwest 406-656-9578 Planning Traffic Central Broadwater
06/02/2014	775476	Qwest Communications	\$31.11	2400-43010-407214	Qwest 406-656-9604 Planning Traffic Central 9th
06/02/2014	775476	Qwest Communications	\$31.11	0100-51120-403450	Qwest 406-657-3014 Parks 3890 Stillwater
06/02/2014	775476	Qwest Communications	\$3,211.29	6060-19310-403450	Qwest 406-657-8377 Main System Centrex
06/02/2014	775476	Qwest Communications	\$50.12	5610-71170-403450	Qwest 406-256-6014 Airport P9 Building
06/02/2014	775476	Qwest Communications	\$50.12	5610-71170-403450	Qwest 406-252-0721 Airport 1FB Line
06/02/2014	775476	Qwest Communications	\$96.33	6060-19310-403450	Qwest 406-657-3009 PUD Measured Lines 406-657-3009 406-247-8579
06/02/2014	775476	Qwest Communications	\$31.13	5210-15920-403450	Qwest 406-657-3054 Park 1 Elevator Phone
06/02/2014	775476	Qwest Communications	\$65.22	6060-19310-403450	Qwest BOC Measured Lines 406-252-3774 406-252-3789
06/02/2014	775481	Sanderson Stewart	\$21,139.15	4700-31610-409310	SID 1395 Boca Raton Road
06/02/2014	775481	Sanderson Stewart	\$1,851.98	2050-31310-409310	SID 1395 Boca Raton Road
06/02/2014	775481	Sanderson Stewart	\$1,523.23	8400-31840-409310	SID 1395 Boca Raton Road
06/02/2014	775481	Sanderson Stewart	\$79,447.74	5030-75910-409340	WO 14-01 2014 Water & Sewer Projects - Sch 1 Water
06/02/2014	775487	Springline Construction INC	\$12,825.45	8400-31840-409310	WO 13-08 58th and Grand Storm Drain
06/02/2014	775488	Square One Cabinets	\$9,900.00	5620-71200-409290	Car Rental & Airline Ticket Counters Upgrade Project
06/02/2014	775489	Star Service Inc	\$89,705.75	5030-74910-409390	WO 12-44 WTP High Service Pump Station H2-3
06/02/2014	775491	Sunset Excavation	\$15,122.25	5050-75150-403671	Water Service Repair List 08.30.13
06/02/2014	775491	Sunset Excavation	\$4,100.00	5050-75150-403671	3597 Granger Ave West
06/02/2014	775491	Sunset Excavation	\$4,200.00	5050-75150-403671	594 Tabriz

Check Date	Check	Name	Amount	Account	Item Desc
06/02/2014	775492	Terracon Consultants	\$3,862.10	5020-74000-403590	Water Plant Flooding Study; Payment #1
06/02/2014	775492	Terracon Consultants	\$46.50	6700-31410-403590	Soil testing Mullowney/Interstate
06/02/2014	775492	Terracon Consultants	\$190.00	6700-31410-403590	Soil testing Foxtail
06/02/2014	775492	Terracon Consultants	\$135.00	8450-31860-409310	WO 09-12 Inner Belt Loop
06/02/2014	775494	Titan Machinery Inc	\$3,802.85	5120-85000-403620	NONSTOCKING ITEMS-P.U.D.
06/02/2014	775496	Top Line Services Llc	\$1,430.00	8730-51990-403990	Diamond polish concrete at South.
06/02/2014	775496	Top Line Services Llc	\$2,040.00	8730-51990-403990	Diamond polish concrete for Optimist restroom.
06/02/2014	775498	Town & Country Supply Association	\$7,190.80	6010-00000-141000	200407 PO NUM 295546
06/02/2014	775498	Town & Country Supply Association	\$26,348.28	6010-00000-141000	200521 PO NUM 295547
06/02/2014	775498	Town & Country Supply Association	\$22,906.58	6010-00000-141714	BUS MET PO NUM 295521
06/02/2014	775498	Town & Country Supply Association	\$19,674.83	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 295462
06/02/2014	775502	Verizon Wireless	\$200.07	1500-21700-403450	Animal Shelter MDT
06/02/2014	775502	Verizon Wireless	\$516.38	7170-21660-403450	CCSIU Cell/PTT
06/02/2014	775502	Verizon Wireless	\$40.01	7170-21660-403450	CCSIU Air Card
06/02/2014	775502	Verizon Wireless	\$80.02	7170-21660-403450	CCSIU RAVEN
06/02/2014	775502	Verizon Wireless	\$40.01	0100-13130-403450	City Administration 406-839-4295 Bruce McCandless iPad
06/02/2014	775502	Verizon Wireless	\$80.02	0100-43210-403450	Code Enforcement Air Cards
06/02/2014	775502	Verizon Wireless	\$40.01	1500-22210-403450	Fire MiFi 406-839-3253
06/02/2014	775502	Verizon Wireless	\$40.01	2200-22330-402410	Fire HAZMAT MDT 406-670-1284
06/02/2014	775502	Verizon Wireless	\$600.19	1500-22210-403450	Fire MDT
06/02/2014	775502	Verizon Wireless	\$80.02	6200-19110-403450	ITD
06/02/2014	775502	Verizon Wireless	\$120.03	2600-55170-403450	Library Outreach Air Cards
06/02/2014	775502	Verizon Wireless	\$4,077.28	1500-21110-403450	Police MDT Toughbooks
06/02/2014	775502	Verizon Wireless	\$470.29	5710-71470-403160	MET Transit Tablets
06/02/2014	775502	Verizon Wireless	\$40.01	1500-21110-403450	Police ICAC 406-690-7347
06/02/2014	775502	Verizon Wireless	\$40.01	1500-21110-403450	Police MiFi 406-633-0820
06/02/2014	775502	Verizon Wireless	\$154.71	1500-21110-403450	Police US Marshall Toughbooks
06/02/2014	775502	Verizon Wireless	\$40.01	0100-51120-403450	PRPL-PARKS PMD Air Card 406-794-6977
06/02/2014	775502	Verizon Wireless	\$240.06	2090-44510-403450	PW-Building Air Cards
06/02/2014	775502	Verizon Wireless	\$192.05	5020-75000-403450	PW-Distribution Collection Tablets 60%/40% 60% 5020-75000-403450 40% 5120-85000-403450
06/02/2014	775502	Verizon Wireless	\$128.03	5120-85000-403450	PW-Distribution Collection Tablets 60%/40% 60% 5020-75000-403450 40% 5120-85000-403450
06/02/2014	775502	Verizon Wireless	\$100.05	6700-31410-403450	PW Engineering
06/02/2014	775502	Verizon Wireless	\$30.02	2110-31320-403450	PW-Streets 406-697-0361 iPad
06/02/2014	775502	Verizon Wireless	\$18.02	5020-75000-403450	PWBELKNAP-AIR 60% 40% 60% 5020-75000-403450 40% 5120-85000-403450
06/02/2014	775502	Verizon Wireless	\$12.00	5120-85000-403450	PWBELKNAP-AIR 60% 40% 60% 5020-75000-403450 40% 5120-85000-403450
06/02/2014	775502	Verizon Wireless	\$108.18	5020-73120-403450	Meter Reader Account 4420118965-00001 502-73120-403450
06/02/2014	775502	Verizon Wireless	\$70.69	0100-51290-403450	PRPL-REC-AIR CARDS 406-794-2586 Batting Cage

Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: Public Hearing and Resolution for FY14 Fourth Quarter Budget Amendments

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Public Hearing and Resolution for FY14 Fourth Quarter Budget Amendments:

Fund 6010-Fleet Services

Unexpected State regulations mandated installation of electronic pressurized line leak detectors on the fuel system. Reserves will be used to fund the amendment.

Fund 0100-16-City Attorney

The Watters lawsuit costs have exceeded the City Attorney's consultant services FY14 budget. The Victim/Witness surcharge is lower than budget, so the General Fund will need to transfer money to balance the Victim/Witness fund. Reserves will be used to fund the amendment.

Fund 0100-14 Non Departmental

The New World Public Safety Software upgrade was approved by Council to be purchased with General Fund dollars. The County also will reimburse the City for its share of the software purchase. The entire amount was encumbered to the General Fund, including the County's portion. The last payment won't be made until FY15 at which time the County will reimburse the City \$28,220.

Fund 4980-Library Construction

There was a third quarter transfer amendment done to the construction fund but the expenditure line item did not get included in the amendment.

Fund 8050-Fire Hydrant; Fund 5020-Water Operating

To close out the fund as the billing is now included on the water bill.

Fund 8730-Park District

There is a rock needing removal on Sixth Street. Some Park projects will be delayed due to this expenditure. The Tennis Association donated \$43,000 to help pay for the refurbishing of tennis courts within City Parks.

Fund 2110-Street/Traffic

There is a rock needing removal above Sixth Avenue North and Public Works will pay \$200,000 of the costs. Public Works is requesting budget authority in the FY 14 budget for paint supplies. The paint budget has incurred overruns in recent years due to an increase in paint costs coupled with an increase in lane miles. A supplemental budget request was submitted for FY 15 to increase the paint budget, but additional budget is needed in FY 14 to continue with street maintenance tasks. The increase will be funded with cash reserves.

Fund 4070 - Airport - Passenger Facilities Capital Fund (PFC)

The Airport is requesting a budget amendment to its PFC Capital Fund. PFC Application #8 included two equipment purchases that were not in the FY14 budget. The equipment includes a snow blower that was included in the FY13 ERP and a cupped ramp blade.

Fund 4050 - Airport - Airport Improvement Program Grant Fund (AIP)

The Airport is requesting a budget amendment to its AIP Capital Fund for the following projects: \$50,000 – To increase budget authority for the Security Gate project, the bid for which came in more than had been budgeted.

\$1,200,000 – To repave the northwest section of the air carrier ramp. This project was scheduled for construction in the FY15 budget, however, the project was bid in FY14 due to the FAA having grant funds available.

AIP programs are funded 90% by the FAA and Airport cash is sufficient to fund the local portion of these projects.

Fund 5610 - Airport - Operating Fund

The Airport is requesting a budget amendment to its Operating Fund to increase budget authority for the transfer to fund 4050.

Fund 8400-Storm Sewer

A storm sewer replacement project was requested in the FY 15 budget; however, it is less expensive to bid and construct the project with the FY 14 sanitary sewer main replacement project that is being done in the same area. Thus, Public Works is requesting a budget amendment in the FY 14 budget to move this storm drain project, which will replace 225 feet of 18-inch and 150 feet of 12-inch storm drains in the downtown area, to the FY 14 budget. Public Works has sufficient cash on hand in the storm fund for this project.

Fund 7030-Cemetery Perpetual Care, Fund 0100-5140-Parks Recreation and Public Lands Interest earnings were greater than budgeted in the Perpetual Care Funds.

Fund 5210-Parking

The current parking software only works on Windows XP and Microsoft stopped supporting this OS. The updated parking software will be purchased using reserves.

Fund 2030-North 27th Tax Increment

The Council will have an agenda item in July for a change order for the Empire Garage project. All construction work done in FY14 has to be paid from the FY14 budget per Governmental Accounting Standards. Reserves will be used to make the payment.

ALTERNATIVES ANALYZED

The Council may: Approve the requested budget amendments; or Not approve the requested budget amendments, which would put the City in violation of Montana Code Annotated.

FINANCIAL IMPACT

The requested budget amendments will be funded by current revenues or reserves.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the resolution approving and adopting the fourth quarter budget amendments for Fiscal Year 2013/2014.

APPROVED BY CITY ADMINISTRATOR

Resolution

Exhibit A

RESOLUTION 14-

A RESOLUTION TO MAKE **FISCAL YEAR 2013/2014** ADJUSTMENTS TO APPROPRIATIONS PURSUANT TO M.C.A. 7-6-4006 AS AMENDED, AND PROVIDING TRANSFERS AND REVISIONS WITHIN THE GENERAL CLASS OF SALARIES AND WAGES, MAINTENANCE AND SUPPORT AND CAPITAL OUTLAY.

WHEREAS, M.C.A. 7-6-4006 provides that the City Council, upon proper resolution, adopted by said Council at a regular meeting and entered into its Minutes, may transfer or revise appropriations within the general class of salaries and wages, maintenance and support, and capital outlay, and

WHEREAS, based upon a Budget Review (**FY 2013/2014**), it is necessary to alter and change said appropriations.

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

That the attached transfers or revisions are hereby adopted.

(SEE EXHIBIT A)

PASSED AND APPROVED by the City Council, this 23rd day of July, 2014.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

Fund 2110-Street/Traffic

There is a rock needing removal on Sixth Street and Public Works will pay \$200,000 of the costs. Public Works is requesting budget authority in the FY 14 budget for paint supplies. The paint budget has incurred overruns in recent years due to an increase in paint costs coupled with an increase in lane miles. A supplemental budget request was submitted for FY 15 to increase the paint budget, but additional budget is needed in FY 14 to continue with street maintenance tasks. The increase will be funded with cash reserves.

2110-31320-403590	200,000	Other Professional Services
2110-31320-402340	35,000	Painting Supplies

Fund 4070 - Airport - Passenger Facilities Capital Fund (PFC)

The Airport is requesting a budget amendment to its PFC Capital Fund. PFC Application #8 included two equipment purchases that were not in the FY14 budget. The equipment includes a snow blower that was included in the FY13 ERP and a cupped ramp blade.

4070-71280-409497	350,500	Equipment
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Fund 4050 - Airport - Airport Improvement Program Grant Fund (AIP)

The Airport is requesting a budget amendment to its AIP Capital Fund for the following projects:
\$50,000 – To increase budget authority for the Security Gate project, the bid for which came in more than had been budgeted.

\$1,200,000 – To repave the northwest section of the air carrier ramp. This project was scheduled for construction in the FY15 budget, however, the project was bid in FY14 due to the FAA having grant funds available.

4050-71250-307525	125,000	Transfer from Operating
4050-71250-331991	45,000	AIP Grant Revenue FY 2014
4050-71250-331992	1,080,000	AIP Grant Revenue FY 2015
4050-71250-409683	45,000	AIP FY 2014 Federal Share
4050-71250-409684	5,000	AIP FY 2014 Local Share
4050-71250-409685	1,080,000	AIP FY 2015 Federal Share
4050-71250-409686	120,000	AIP FY 2015 Local Share

Fund 5610 - Airport - Operating Fund

The Airport is requesting a budget amendment to its Operating Fund to increase budget authority for the transfer to fund 4050.

5610-71100-408214	125,000	Transfer to Construction
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Fund 8400-Storm Sewer

A storm sewer replacement project was requested in the FY 15 budget; however, it is less expensive to bid and construct the project with the FY 14 sanitary sewer main replacement project that is being done in the same area. Thus, Public Works is requesting a budget amendment in the FY 14 budget to move this storm drain project, which will replace 225 feet of 18-inch and 150 feet of 12-inch storm drains in the downtown area, to the FY 14 budget. Public Works has sufficient cash on hand in the storm fund for this project.

8400-31840-409310	120,000	Construction
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Fund 7030-Cemetery Perpetual Care, Fund 0100-5140-Parks Recreation and Public Lands

Interest earnings were greater than budgeted in the Perpetual Care Funds.

7010-51700-376310	1000	Interest Earnings
7030-51720-376310	200	Interest Earnings
7010-51700-408216		1,000 Transfer Out
7030-51720-408216		200 Transfer Out
0100-51400-370514	1,000	Transfer In
0100-51400-307565	200	Transfer In

Fund 5210-Parking

The current parking software won't work with the newer Windows software packages, it only works on Windows XP. The updated software will be purchased using reserves.

5210-15910-409490	8,432	Software
5210-15920-409490	15,741	Software
5210-15930-409490	9,555	Software

Fund 2030-North 27th Tax Increment

The Council will have an agenda item in July for a change order for the Empire Garage project. All construction work done in FY14 has to be paid from the FY14 budget per Governmental Accounting Standards. Reserves will be used to make the payment.

2030-15130-409224	250,000	Construction
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Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: Public Hearing for Ward Ordinance First Reading - Annexation #14-01

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 at the northwest corner of the intersection of Hawthorne Lane and Kyhl Lane in the Billings Heights (Annexation #14-01) on June 9, 2014. This requires a change in the boundaries of Ward II. Two readings are required for this action. The first reading of the ordinance is scheduled for June 23, 2014, along with a public hearing, and the second reading is scheduled for July 14, 2014.

ALTERNATIVES ANALYZED

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

- Approving the ordinance will modify the boundaries of Ward II to include the property at the northwest corner of the intersection of Hawthorne Lane and Kyhl Lane in the Billings Heights .
- Denying the ordinance will not modify the boundaries of Ward II 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 II.

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 II 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 II the following described real property:

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. 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 23rd day of June 2014.

PASSED by the City Council on the second reading this 14th day of July, 2014.

THE CITY OF BILLINGS:

Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

(AN 14-01)

Regular City Council Meeting

Meeting Date: 06/23/2014

TITLE: Public Hearing for Variance #OP-14-02: 910 Grand Avenue

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

Billings 910 Grand Ave. LLC is proposing to construct 2 restaurants at the southwest corner of 9th Street West and Grand Avenue where the old JB's restaurant was located. One of the restaurants is a Starbucks with a drive-thru window. The Starbucks is proposed to be approximately 3,000 square feet and the other restaurant is approximately 2,000 square feet. The site development ordinance states that the required parking be 1 stall per 100 square feet. The developer is proposing 40 stalls instead of the code requirement of 50 stalls. The owner submitted a variance application for off street parking of 10 parking stalls. The basis of the variance request is constructing two restaurants that have different peak parking times. Most of Starbucks' traffic will be in the morning. The second restaurant will peak during the lunch or dinner hour. Engineering is recommending approval of the restaurant on the condition that the second restaurant not have peak traffic during the morning. The type of restaurant for the second building will be evaluated by staff through the building permit process to meet the variance. The variance is for 10 fewer parking stalls to allow restaurant uses in both buildings. In addition to the restriction of peak use of the second building, the applicant states that, per national standards for Starbucks, 70% of morning peak traffic utilizes the drive thru and does not require a parking stall. Taken both of these in account, staff is recommending approval of the variance.

ALTERNATIVES ANALYZED

The Council may:

- Approve the variance at 910 Grand Avenue for 10 parking stalls; provide 40 spaces vs the required 50, or
- Do not approve the variance. The developer would have to find 10 additional parking stalls in order to construct a second restaurant on this site.

FINANCIAL IMPACT

There is no significant financial impact to the City for this variance.

RECOMMENDATION

Staff recommends Council approve a parking variance at 910 Grand Avenue.

APPROVED BY CITY ADMINISTRATOR

Site Plan

Application

APPLICATION FOR VARIANCE

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

1. Legal description of property: LOT 15 A1, BLOCK 2, SUNSET SUB 2ND FILING
Tax ID# _____

2. Address (If unknown, contact the City Engineer's office) or general location: _____
910 GRAND AVE., BILLINGS MT 59102

3. Owner (s): BILLINGS 910 GRAND AVE, LLL
(Recorded Owner)
166 E 14000 S, SUITE 210, DRAPER UT 84020
(Address)
801-748-4000 (Phone Number) ED@WADSDEV.COM (Email)

4. Agent (s): _____
(Name)

(Address)

(Phone Number) (Email)

5. Section of the Site Development Ordinance that this request for variance applies to: _____
SECTION 6-1200

6. Reason for request: 70% OF TRAFFIC DRIVEN TO THE SITE BY STARBUCKS
WILL USE THE DRIVE-THRU ACCORDING TO NATIONAL DATA. THE SITE
HAS SUFFICIENT PARKING FOR 2,000 SF \neq 3,000 SF FOOD USERS.

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: 5/19/14
(Recorded Owner)

Fee: _____ Receipt #: _____ Hearing Date: _____ Application #: _____