

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

**“THE MAGIC CITY: A DIVERSE, WELCOMING COMMUNITY WHERE
PEOPLE PROSPER AND BUSINESS SUCCEEDS.”**

AGENDA

COUNCIL CHAMBERS

September 22, 2014

6:30 P.M.

CALL TO ORDER: Mayor Hanel

PLEDGE OF ALLEGIANCE: Mayor Hanel

INVOCATION: Councilmember McFadden

ROLL CALL: Councilmembers present on roll call were:

MINUTES:

- August 25, 2014
- September 8, 2014 (pending)

COURTESIES:

- Police Department "Heroes"
- Billings Metro VISTA Project Honoree - Samantha Vernon

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. Bid Awards:

1. **Grinder/Shredder for Solid Waste Division Landfill.** (Opened 9/9/14)
Recommend Doppstadt; \$457,000.
2. **Purchase of 23 City Vehicles in Car and Light Truck Class.** (Opened 9/9/14)
Recommend Bid Schedules 1,2,3,4,6,7,8,9,10,11,12,13,14 and 15 without trades to Bison Motor Company in Great Falls, MT for the bid amount of \$561,161.09; and Bid Schedule 5 to Denny Menholt Chevrolet in Billings, MT for the bid amount of \$45,605.22. Staff also recommends retaining all thirteen of the vehicles offered for trade and selling them at auction because the dealer trade allowance for these thirteen vehicles was only \$11,000 while the trade-in book value is \$40,576.
3. **Airport Terminal Building Window Washing.** (Opened 9/9/14) Recommend Skyline Services, Inc.; \$61,020.
4. **2014 Articulated Tandem Roller for Street/Traffic Division.** (Opened 9/16/14)
Recommend delaying award until October 14, 2014.

B. Memorandum of Understanding (MOU) between the City of Billings and Billings Livability Partnership.

C. CTEP Project Specific Agreements with Montana Department of Transportation for Jackson Street Sidewalks; Poly Drive from Virginia Lane to 13th Street West; 19th Street West/Colton Boulevard Crossing; 44th Street West Multi-Use Path; Wicks Lane Multi-Use Path; King Avenue West-32nd Street West to the BBWA Canal Multi-Use Path; Calhoun Lane Sidewalks; Barrett Road Heights Middle School Path; and Broadwater Elementary School Landscaping.

D. Amendment #3, W.O. 12-31: East End Industrial Storm Drain Project.
Professional Services Contract, Morrison-Maierle, Inc., not to exceed \$28,966.

E. Second/Final Reading Ordinance expanding Ward III (Annexation #14-04) for property located south of Elysian Road and just west of the existing Josephine Crossing Subdivision.

F. Initiate a map amendment and zone change from R96 to R60 for 2707 13th Street West.

G. Preliminary Major Plat of Josephine Crossing Subdivision, 5th Filing, 92 lots on approximately 15.35 acres of land generally located south of Elysian Road and west of Stony Meadow Lane; McCall Development, owner; Sanderson Stewart, agent; conditional approval and adoption of the findings of fact.

H. Bills and Payroll:

1. August 25, 2014
2. September 2, 2014

REGULAR AGENDA:

2. **PUBLIC HEARING AND RESOLUTION** approving and adopting Month 13 Budget Amendments for FY2013/2014. Staff recommends approval. (Action: approval or disapproval of staff recommendations.)
3. **PUBLIC HEARING AND RESOLUTION** reducing arterial construction fee assessments for certain commercially-zoned parcels and certain RMH-zoned parcels meeting the criteria in Ordinance #05-5322 and Ordinance #08-5478, capping parcel square footages at 9,600 square feet and calculating assessments based on the R9600 zoning rate instead of Commercial or RMH zoning rates. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
4. **PUBLIC HEARING AND RESOLUTION** setting Park District 1 assessments for Tax Year 2014. Delayed from August 25, 2014. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
5. **PUBLIC HEARING AND RESOLUTION** assessing Park Maintenance Districts for Tax Year 2014. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
6. **PUBLIC HEARING AND RESOLUTION** assessing the cost of cutting and/or exterminating weeds. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
7. **PUBLIC HEARING AND RESOLUTION** assessing the annual fee for encumbrances, obstructions, or encroachments on, over, across, or above the streets, avenues, sidewalks, or alleys of the City of Billings. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
8. **PUBLIC HEARING AND RESOLUTION** assessing the cost of abatement for properties located at 3310 1st Avenue South. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
9. **PUBLIC HEARING** to receive input on the City's FY2013-2014 Draft Comprehensive Annual Performance Evaluation Report (CAPER) for Community Development Block Grant (CDBG) and HOME Programs. No action is necessary.

10. **PUBLIC HEARING AND SPECIAL REVIEW #919:** A special review to allow the expansion of the Best Friend's Animal Hospital in a Community Commercial zone on property legally described as Lot 3, Block 1, Popelka Heights View Subdivision and addressed as 1530 Popelka Drive. Smith-Gocke Properties, LLC, owner; Sanderson-Stewart, agent. Zoning Commission recommends conditional approval. (Action: approval or disapproval of Zoning Commission recommendation.)

11. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE #923:** A zone change from Agriculture-Open Space to Public on Lot 5A, Block 1, Long Subdivision, a 69.65-acre parcel of land addressed as 1190 Shiloh Road. City of Billings, owner. Zoning Commission recommends approval of the zone change and adoption of the determinations of the 10 criteria. (Action: approval or disapproval of Zoning Commission recommendation.)

12. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE #924:** A zone change from Residential 9,600 to Residential Professional on Lot 4A1A of Blue Meadow Acreage Tracts, 7th Amended, a 1.09-acre parcel of land addressed as 2526 Shiloh Road. BTS, Inc., owner; Sanderson Stewart, agent. Zoning Commission recommends approval of the zone change and adoption of the determinations of the 10 criteria. (Action: approval or disapproval of Zoning Commission recommendation.)

13. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE #925:** A zone change from Neighborhood Commercial to Community Commercial on Lot 2, Block 1, MK Subdivision, generally located northwest of the intersection of Grand Avenue and 54th Street West and addressed as 1450 Chy Way. Larry and Mary Karls, owners. Zoning Commission recommends approval of the zone change and adoption of the determinations of the 10 criteria. (Action: approval or disapproval of Zoning Commission 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: 09/22/2014

TITLE: Bid Award for Purchase of Grinder/Shredder for Solid Waste Division Landfill

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

The fiscal year (FY) 2015 budget for the Solid Waste Division of the Public Work's department includes funding for the purchase of a new or used grinder/shredder for the landfill. The bid specifications require that a used machine have the same warranty as a new machine. This machine will be used to grind the brush that is taken to the landfill and stockpiled at the landfill. The brush is stockpiled and ground rather than disposing of this brush in the landfill cells. The chips from this grinding are used to reclaim closed sections of the landfill. Prior to this fiscal year, the Solid Waste Division contracted out the grinding of this brush to a private company.

In addition to grinding brush this machine will also process pallets, tires, and mattresses with the metal separated during the grinding process. The grinder/shredder will become part of the Equipment Replacement Plan. Staff advertised for sealed bids on August 21, 28 and September 4, 2014 with a bid opening on September 9, 2014. The City received 7 bids and Doppstadt is the lowest bid received that meets the required specifications.

ALTERNATIVES ANALYZED

The Council may:

- Award the bid to purchase the grinder/shredder; or,
- Do not approve the bid to purchase the grinder/shredder. If the shredder is not purchased, staff will be required to contract the services of a private company to grind the brush at the landfill.

FINANCIAL IMPACT

The Solid Waste Division's approved FY 2015 budget includes funds to purchase this grinder/shredder. The following bids were received and evaluated:

Company	Model	Price	
Tana	Shark 440D-New	\$698,000	Specifications met
Tana	Shark 440DT-Used	\$750,000	Specifications met
Morbark Inc.	Barracuda-New	\$675,000	Specifications not met*
Doppstadt	3060K-New	\$530,000	Specifications met
Doppstadt	3060K-Used	\$457,000	Specifications met
Doppstadt	2060K Bio-New	\$451,000	Specifications not met**

Doppstadt	2060K Bio-Used	\$387,000	Specifications not met**
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Notes:

* The Morbark Inc. Barracuda unit did not include the requirements for full time technical support.

** The Doppstadt 2060K unit has a maximum machine grinding (throughput) capacity of 25 tons per hour of green waste. The specifications for this bid require a minimum of 25 tons per hour.

RECOMMENDATION

Staff recommends that the City Council approve purchasing the 3060K used grinder/shredder for the landfill from Doppstadt in the amount of \$457,000.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 09/22/2014

TITLE: Award of Bid for City Vehicles

PRESENTED BY: Bruce McCandless, Assistant City Administrator

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Twenty three city vehicles in the car and light truck class are scheduled for replacement in the City's Equipment Replacement Program and were approved by City Council during the FY14-15 budget process. Staff advertised for sealed bids for city vehicles on August 28 and September 4, 2014, with a bid opening on September 9, 2014.

The bids are for the following types of vehicles:

- One ¾ ton 4x4 extended cab pickup (Animal Shelter)
- Five mid-size sedans (Police & Building)
- One ¾ ton crew cab 4wd pickup (Fire)
- One ¾ ton 4x4 pickup with utility body and snow plow (Parks)
- Two ½ ton regular cab 2wd pickups (Parks)
- One ½ ton extended cab 2wd pickup (Parks)
- Two ¾ ton 4x4 regular pickups with utility bodies (PW Belknap)
- One 1-ton 4x4 ext. cab pickup with utility body & compressor (PW Belknap)
- One 1-ton 2wd regular cab dually truck with flatbed (PW Belknap)
- One 1-ton 4x4 regular cab pickup with utility body (PW Belknap)
- Two mid-size 4x4 extended cab pickups (PW Belknap & Street)
- One mid-size cargo van (PW Belknap)
- One 1-ton 2wd regular cab dually truck with flatbed (Street)
- Two 1-ton 2wd dump trucks (Street)
- One ¾ ton 4x4 regular cab pickup (Solid Waste)

ALTERNATIVES ANALYZED

The City Council may

- Approve the bid awards for city vehicles; or,
- Reject all bids.

FINANCIAL IMPACT

The City received 4 bids on the vehicles as outlined on the attached "Vehicle Bid Results."

RECOMMENDATION

Staff recommends awarding all Bid Schedules to the lowest bidder, as follows:

Bid Schedules 1,2,3,4,6,7,8,9,10,11,12,13,14 and 15 without trades to Bison Motor Company in Great Falls, MT for the bid amount of \$561,161.09; and Bid Schedule 5 to Denny Menholt Chevrolet in Billings, MT for the bid amount of \$45,605.22.

Staff recommends retaining all thirteen of the vehicles offered for trade and selling them at auction because the dealer trade allowance for these thirteen vehicles was only \$11,000 while the trade-in book value is \$40,576.

APPROVED BY CITY ADMINISTRATOR

Bid Results

Vehicle Bid Results

BID SCHEDULE 1 – ONE (1) NEW CURRENT MODEL 2015 3/4-TON 4 X 4 EXTENDED CAB 4-DOOR LONG BOX PICKUP

<u>Vendor</u>	<u>Total Bid</u>	<u>Trade In</u>	<u>Net Bid</u>
Menholt Chevy	\$29,953.50	\$1,500.00	\$28,453.50
Fremont Motors	\$29,014.00	\$3,500.00	\$25,514.00
Archie Cochrane	\$29,326.00	\$1,500.00	\$27,826.00
Bison Ford	\$26,194.97	\$700.00	\$25,494.97

BID SCHEDULE 2 - FIVE (5) NEW 2015 CURRENT MODEL FOUR (4) DOOR MID-SIZE SEDANS

<u>Vendor</u>	<u>Total Bid</u>	<u>Trade In</u>	<u>Net Bid</u>
Menholt Chevy	\$100,624.65	\$4,750.00	\$95,874.65
Fremont Motors	NO BID		
Archie Cochrane	\$92,895.00	\$7,000.00	\$85,895.00
Bison Ford	\$90,301.70	\$2,200.00	\$88,101.70

BID SCHEDULE 3 - ONE (1) NEW CURRENT MODEL 2015, 3/4 TON 4X4, CREW CAB, SHORT BOX PICKUP W/TOPPER

<u>Vendor</u>	<u>Total Bid</u>	<u>Trade In</u>	<u>Net Bid</u>
Menholt Chevy	\$36,900.55	NONE	\$36,900.55
Fremont Motors	\$35,407.00	NONE	\$35,407.00
Archie Cochrane	\$35,827.00	NONE	\$35,827.00
Bison Ford	\$28,624.52	NONE	\$28,624.52

BID SCHEDULE 4 - ONE (1) NEW 2015 MODEL ¾-TON 4x4 REGULAR CAB LONG BOX PICKUP WITH UTILITY BODY, AND SNOW PLOW

<u>Vendor</u>	<u>Total Bid</u>	<u>Trade In</u>	<u>Net Bid</u>
Menholt Chevy	\$41,894.40	\$1,500.00	\$40,394.40
Fremont Motors	\$39,510.00	\$1,500.00	\$38,010.00
Archie Cochrane	\$40,441.00	\$2,000.00	\$38,441.00
Bison Ford	\$36,211.02	\$1,500.00	\$34,711.02

BID SCHEDULE 5 - TWO (2) NEW CURRENT MODEL 2015 FULL SIZE 1/2-TON 2 WHEEL DRIVE, REGULAR CAB LONG-BOX PICKUPS

<u>Vendor</u>	<u>Total Bid</u>	<u>Trade In</u>	<u>Net Bid</u>
Menholt Chevy	\$45,605.22	NONE	\$45,605.22
Fremont Motors	\$50,888.00	NONE	\$50,888.00
Archie Cochrane	\$48,948.00	NONE	\$48,948.00
Bison Ford	\$48,836.36	NONE	\$48,836.36

**BID SCHEDULE 6 - ONE (1) NEW CURRENT MODEL 2015 FULL SIZE
1/2-TON 2 WHEEL DRIVE, EXTENDED CAB LONG-BOX PICKUP**

<u>Vendor</u>	<u>Total Bid</u>	<u>Trade In</u>	<u>Net Bid</u>
Menholt Chevy	\$25,917.30	NONE	\$25,917.30
Fremont Motors	\$27,724.00	NONE	\$27,724.00
Archie Cochrane	\$26,259.00	NONE	\$26,259.00
Bison Ford	\$25,803.19	NONE	\$25,803.19

**BID SCHEDULE 7 - TWO (2) NEW 2015 MODEL 3/4-TON 4x4 REGULAR
CAB LONG BOX PICKUPS WITH UTILITY BODIES**

<u>Vendor</u>	<u>Total Bid</u>	<u>Trade In</u>	<u>Net Bid</u>
Menholt Chevy	\$73,587.20	NONE	\$73,587.20
Fremont Motors	\$64,406.00	NONE	\$64,406.00
Archie Cochrane	\$67,120.00	NONE	\$67,120.00
Bison Ford	\$59,184.04	NONE	\$59,184.04

**BID SCHEDULE 8 - ONE (1) NEW CURRENT MODEL 2015 ONE-TON 4 X 4
EXTENDED CAB PICKUP WITH UTILITY BOX, AIR COMPRESSOR AND LIFTGATE**

<u>Vendor</u>	<u>Total Bid</u>	<u>Trade In</u>	<u>Net Bid</u>
Menholt Chevy	NO BID		
Fremont Motors	NO BID		
Archie Cochrane	\$48,507.00	NONE	\$48,507.00
Bison Ford	\$45,251.97	NONE	\$45,251.97

**BID SCHEDULE 9 - ONE (1) NEW CURRENT MODEL 2015 ONE-TON
TWO WHEEL DRIVE DUAL REAR WHEELS, REGULAR CAB, CAB AND
CHASSIS 60" CAB TO AXLE WITH MOUNTED 9' FLATBED**

<u>Vendor</u>	<u>Total Bid</u>	<u>Trade In</u>	<u>Net Bid</u>
Menholt Chevy	NO BID		
Fremont Motors	\$30,067.00	\$7,000.00	\$23,067.00
Archie Cochrane	\$30,989.00	\$5,000.00	\$25,989.00
Bison Ford	\$27,183.31	\$1,000.00	\$26,183.31

**BID SCHEDULE 10- ONE (1) NEW CURRENT MODEL 2015 1-TON 4 WHEEL
DRIVE REGULAR CAB PICKUP WITH SERVICE BODY**

<u>Vendor</u>	<u>Total Bid</u>	<u>Trade In</u>	<u>Net Bid</u>
Menholt Chevy	\$41,252.10	NONE	\$41,252.10
Fremont Motors	\$38,349.00	NONE	\$38,349.00
Archie Cochrane	\$36,415.00	NONE	\$36,415.00
Bison Ford	\$34,957.97	NONE	\$34,957.97

**BID SCHEDULE 11- TWO (2) NEW CURRENT MODEL 2015 MID-SIZE
4 WHEEL DRIVE, EXTENDED CAB SHORT-BOX PICKUPS**

<u>Vendor</u>	<u>Total Bid</u>	<u>Trade In</u>	<u>Net Bid</u>
Menholt Chevy	\$54,892.42	\$1,500.00	\$53,392.42
Fremont Motors	NO BID		
Archie Cochrane	\$55,428.00	\$1,500.00	\$53,928.00
Bison Ford	\$51,805.26	\$300.00	\$51,505.26

BID SCHEDULE 12- ONE (1) NEW 2015 CURRENT MODEL SMALL CARGO VAN

<u>Vendor</u>	<u>Total Bid</u>	<u>Trade In</u>	<u>Net Bid</u>
Menholt Chevy	\$22,711.65	\$1,000.00	\$21,711.65
Fremont Motors	NO BID		
Archie Cochrane	\$22,270.00	\$1,500.00	\$20,770.00
Bison Ford	\$21,784.34	\$1,000.00	\$20,784.34

BID SCHEDULE 13- ONE (1) NEW CURRENT MODEL 2015 ONE-TON TWO WHEEL DRIVE DUAL REAR WHEELS, REGULAR CAB, CAB AND CHASSIS 60" CAB TO AXLE WITH MOUNTED 9' FLATBED

<u>Vendor</u>	<u>Total Bid</u>	<u>Trade In</u>	<u>Net Bid</u>
Menholt Chevy	NO BID		
Fremont Motors	\$29,169.00	\$5,000.00	\$24,169.00
Archie Cochrane	\$30,767.00	\$5,000.00	\$25,767.00
Bison Ford	\$27,070.21	\$2,500.00	\$24,570.21

BID SCHEDULE 14- TWO (2) NEW CURRENT MODEL 2015 ONE-TON TWO WHEEL DRIVE DUAL REAR WHEELS, REGULAR CAB, CAB AND CHASSIS 60" CAB TO AXLE WITH MOUNTED 9' DUMP BODY

<u>Vendor</u>	<u>Total Bid</u>	<u>Trade In</u>	<u>Net Bid</u>
Menholt Chevy	NO BID		
Fremont Motors	\$65,896.00	\$4,800.00	\$61,096.00
Archie Cochrane	\$69,556.00	\$5,500.00	\$64,056.00
Bison Ford	\$62,764.62	\$1,800.00	\$60,964.62

BID SCHEDULE 15- ONE (1) NEW CURRENT MODEL 2015 3/4-TON 4 X 4 REGULAR CAB PICKUP

<u>Vendor</u>	<u>Total Bid</u>	<u>Trade In</u>	<u>Net Bid</u>
Menholt Chevy	\$28,676.60	NONE	\$28,676.60
Fremont Motors	\$25,784.00	NONE	\$25,784.00
Archie Cochrane	\$27,434.00	NONE	\$27,434.00
Bison Ford	\$24,023.97	NONE	\$24,023.97

Regular City Council Meeting

Meeting Date: 09/22/2014

TITLE: Award for Three Year Airport Terminal Building Window Washing Services Agreement

PRESENTED BY: Tom Binford, Director of Aviation & Transit

Department: Airport

PROBLEM/ISSUE STATEMENT

The Billings Logan International Airport currently uses a contractor to provide weekly, monthly, and quarterly window washing services for the Airport Terminal Building. Due to the height and location of many of the Terminal Building windows, a professional window cleaning contractor is better equipped to handle this work and can provide this service more efficiently than the Airport's maintenance employees. The current Window Washing Services Agreement expires on October 31, 2014. The call for bids for this Service Agreement was advertised in the *Billings Times* on August 28 and September 4, 2014, and placed on the City's Website. In spite of these efforts, on September 9, 2014 only one bid was received for this contracted service.

CONTRACTOR	BID
Skyline Services, Inc.	\$61,020
Staff Estimate	\$65,000

Staff has reviewed the bid and finds the sole bid from Skyline Services, Inc. acceptable.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the Agreement with the sole bidder for the Three Year Airport Terminal Building Window Washing Services; or
- Decline to approve the Agreement, reject the bid, and provide staff direction on how to proceed.

FINANCIAL IMPACT

The total cost of the three year Service Agreement is \$61,020, or \$20,340 per year. The source of funding for each year of the Agreement is budgeted in the Airport's operating budget.

RECOMMENDATION

Staff recommends that the City Council award the Three Year Window Washing Services Agreement for the Billings Logan International Airport Terminal Building to the sole bidder, Skyline Services, Inc., for the amount of \$61,020.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 09/22/2014

TITLE: 2014 Articulated Tandem Roller

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

Bids were received by the Street/Traffic Division for the Public Works Department on September 16, 2014 to purchase a 2014 Articulated Tandem Roller. This roller is used for compacting asphalt patches and repairs on City streets. This purchase would replace an existing roller as part of the FY 15 Equipment Replacement Plan (ERP). The existing roller will be traded to the company providing the new roller.

Due to needing additional time to review the bids, staff would like to delay bid award until October 14, 2014.

ALTERNATIVES ANALYZED

City Council may:

- Delay bid approval until the October 14th Council meeting.; or,
- Not approve delay of bid award and reject all bids.

FINANCIAL IMPACT

The funding is included in the Public Works budget for FY2015.

RECOMMENDATION

Staff recommends delaying the award until the October 14, 2014 City Council meeting to allow for further review of the bids by staff.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 09/22/2014

TITLE: Billings Livability Partnership Memorandum of Understanding

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

The Billings Livability Partnership (BLP) is a public-private partnership whose purpose is to support community projects and programs that enhance the quality of life in Billings. The Partners work together to attract public and private investments for projects that provide more transportation choices, promote equitable, affordable housing opportunities, enhance economic competitiveness, support the existing community, align federal, state, regional and local policies and investment, and value our diverse community and its vibrant neighborhoods. The BLP modeled itself after the federal interagency collaboration between U.S. Housing and Urban Development (HUD), the U. S. Department of Transportation (DOT), and the U.S. Environmental Protection Agency (EPA). The federal partnership adopted six livability principals. The federal agencies incorporate the six livability principles into federal funding programs and policies.

In order to successfully compete for state and federal grant funds, applicants are required to address the livability principles in program proposals for the following grant programs: Montana Department of Commerce Community Development Block Grant, HUD planning grants and DOT TIGER grants, and EPA Brownfields Assessment Grants, among others. Most recently, these principles were addressed in the County's CDBG Planning grant application to conduct a needs assessment, market study and income survey in the unincorporated areas of Huntley, Worden, Ballantine, Pompey's Pillar, Waco and Shepherd. Big Sky Economic Development's (BSED) successful application for \$400,000 in EPA Brownfields Assessment grant funds, which will be used to assess properties in the East Billings Urban Renewal District (EBURD), also required the grantee to specifically address the livability principles. More and more federal grants are incorporating these principles.

The MOU is especially important at this time because of the intent of the Policy Coordinating Committee to apply for a federal TIGER grant next year. The TIGER grant application references the Principles of Livability and requests a description as to how the proposed project addresses them. The proposed TIGER grant would request funding for upgrading the two downtown railroad underpasses and constructing two bicycle/pedestrian bridges across the railroad tracks to facilitate both motorized and non-motorized traffic movement across the tracks. Having this MOU in place, along with additional MOUs from other partners, would help demonstrate the City of Billings' understanding and acceptance of the livability principles.

ALTERNATIVES ANALYZED

The City Council may vote to approve the Mayor signing the Memorandum of Understanding on behalf of the City Council or choose to deny this action.

FINANCIAL IMPACT

Other than some minor staff time dedicated to attending bi-monthly 1.5 hour meetings, there is no fiscal impact to the City.

RECOMMENDATION

Staff recommends the City Council approve the Billings Livability Partnership Memorandum of Understanding and direct the Mayor to sign it on its behalf.

APPROVED BY CITY ADMINISTRATOR

BLP MOU

**MEMORANDUM OF UNDERSTANDING BETWEEN
BILLINGS LIVABILITY PARTNERSHIP AND THE CITY OF BILLINGS,
MONTANA**

This Memorandum of Understanding (“MOU”) is made and entered into on _____, 2014 (the “Effective Date”) by and between the City of Billings, Montana (City) and Billings Livability Partnership (BLP), collectively referred to as the “Parties.”

RECITALS

- A. WHEREAS, the Billings Livability Partnership is a group of individuals who may belong to or be employed by local, state, and federal government agencies, non-profit organizations, private businesses and civic or professional organizations and voluntarily give their time and efforts to making Billings a more livable community.
- B. WHEREAS, the Billings Livability Partnership is guided by the Billings Livability Partnership Strategic Plan--Toward a Livable Community, 2013.
- C. WHEREAS, the Billings Livability Partnership exists to support and promote projects and events in Billings that further the goals and objectives of the Strategic Plan.
- D. WHEREAS, the Billings Livability Partnership embraces the concepts of livability as described by the following Strategic Plan goals:
 - 1. Promote more transportation choices
 - 2. Promote equitable, affordable housing choices
 - 3. Enhance economic competitiveness
 - 4. Support our diverse community and the many vibrant neighborhoods within it
 - 5. Increase community awareness of livable communities.
 - 6. Coordinate efforts to leverage and align federal, state, regional and local policies and investments
 - 7. Promote broad engagement in community planning.
 - 8. Increase Partnership membership
- E. WHEREFORE, in consideration of the recitals and other good and valuable considerations, the receipt and sufficiency of which is acknowledged, the Parties understand the following:

UNDERSTANDING

- A. **PURPOSE**

The purpose of this MOU is to describe the responsibilities of the Parties with regard to their role in the Billings Livability Partnership. In all cases, the responsibilities are voluntary and may be performed to any degree the Parties consider reasonable.
- B. **JOINT RESPONSIBILITIES**

The Parties are independent entities in relation to one another and no party is authorized or permitted to act as an agent or employee of the other.

- a. The Parties agree with the six principles of livability as developed by the US HUD-EPA-DOT Partnership for Sustainable Communities, (Appendix A) and the goals expressed in the Billings Livability Partnership Strategic Plan (Appendix B).
- b. The City will designate one specific staff member as lead representative of the entity to participate in Partnership meetings and voluntary activities.
- c. Bring to the attention of the Partnership projects or events that are consistent with the mission and goals of the Partnership.
- d. Collaborate and participate, as appropriate, in joint community projects by writing support letters, sharing information and resources, or providing expertise in order to support projects and help them become successful.

C. RESPONSIBILITIES OF THE BILLINGS LIVABILITY PARTNERSHIP

- a. Arrange and facilitate regularly scheduled meetings including securing a meeting place, setting up a conference call, preparing agendas, and taking meeting notes.
- b. Maintain a current and accurate list of partners and secure signed MOUs from the partners.
- c. Maintain the website: [Billings Livability Partnership](#)

D. TERM AND TERMINATION

- a. This MOU shall commence on the Effective Date.
- b. Any party hereto may terminate this MOU at any time, with or without cause, by providing the other Parties thirty (30) days' written notice thereof. Any financial obligation created under this MOU must be paid up to and including the effective date of termination.
- c. In the event a party breaches this MOU, either non-breaching party may terminate this MOU if the breach remains uncured after providing 10 days' written notice to the breaching party stating the nature of the breach and demanding a cure to such breach.

E. GOVERNING LAW

This MOU is made in the State of Montana and shall be governed by and construed in accordance with the laws of the State of Montana.

F. ENTIRE MOU, MODIFICATION AND ASSIGNMENT

This MOU encompasses the entire understanding of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written. This MOU may only be amended, altered or modified in writing when signed by all Parties. No party shall assign or transfer, in whole or in part, any rights, duties or obligations under this MOU without prior written consent of the other parties.

G. NOTICES

The following individuals shall serve as Points of Contact for the administration of this MOU. Any notice required or permitted by this MOU shall be in writing directed to:

Billings Livability Partnership

Co-Chair Anya Fiechtl, CTA
13 N. 23rd St
Billings, MT 59101
406-896-7455

Co-Chair Candi Millar, Planning and Community Services Director
4th Floor, 2825 3rd Avenue North
Billings, MT 59101
406-657-8249

Party:

Contact Name: Candi Millar, Director, Planning and Community Services Department

Contact Address: 4th Floor, 2825 3rd Ave. North, Billings, MT 59101

H. SEVERABILITY AND WAIVER

If any provision of this MOU is declared illegal, invalid or unenforceable by a court of competent jurisdiction, that shall not affect the validity or enforceability of any other provision of this MOU. The waiver by any party of a breach or violation of this MOU shall not operate as, or be construed as, a waiver of any subsequent or other breach of this MOU.

I. CONTRACT MODIFICATIONS FOR PROSPECTIVE LEGAL EVENTS

In the event of the passage of any law (state or federal), promulgation of any regulation by a governmental agency or authority, issuance of any ruling or interpretation of any statute or regulation by any governmental agency having jurisdiction over the subject matter, or the decision or interpretation of any court of competent jurisdiction, governmental agency, or board that would render any provision hereof in violation of any federal or state law or regulation or otherwise thwart the purpose of this MOU, the Parties agree to negotiate in good faith a modification hereto as may be reasonably necessary to avoid such violation or bring this MOU into compliance with such law, regulation, ruling, decision, or interpretation. In the event the Parties are unable to agree upon such modification within sixty (60) calendar days of the commencement of negotiations (or such earlier date as may be necessary to avoid any penalty, fine, or adverse action to any party), any party shall have the right to terminate this MOU effective upon the earlier of the giving of thirty (30) calendar days' prior written notice or the date immediately prior to which either party would be subjected to a fine, penalty, or other material adverse action.

J. MISCELLANEOUS

Nothing contained in this MOU shall create any partnership, joint venture, or other arrangement between the parties hereto. Except as expressly provided herein, no term or provision of this MOU is intended to or shall be for the benefit of any person not a party hereto, and no such other person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, this MOU has been duly executed on this ____ day of _____, 2014.

CITY OF BILLINGS

Thomas W. Hanel, Mayor

Appendix A

Principles of Livability US HUD-EPA-DOT Partnership for Sustainable Communities

The Partnership for Sustainable Communities established six livability principles that will act as a foundation for interagency coordination:

1. Provide more transportation choices.

Develop safe, reliable and economical transportation choices to decrease household transportation costs, reduce our nation's dependence on foreign oil, improve air quality, reduce greenhouse gas emissions and promote public health.

2. Promote equitable, affordable housing.

Expand location- and energy-efficient housing choices for people of all ages, incomes, races and ethnicities to increase mobility and lower the combined cost of housing and transportation.

3. Enhance economic competitiveness.

Improve economic competitiveness through reliable and timely access to employment centers, educational opportunities, services and other basic needs by workers as well as expanded business access to markets.

4. Support existing communities.

Target federal funding toward existing communities—through such strategies as transit-oriented, mixed-use development and land recycling—to increase community revitalization, improve the efficiency of public works investments, and safeguard rural landscapes.

5. Coordinate policies and leverage investment.

Align federal policies and funding to remove barriers to collaboration, leverage funding and increase the accountability and effectiveness of all levels of government to plan for future growth, including making smart energy choices such as locally generated renewable energy.

6. Value communities and neighborhoods.

Enhance the unique characteristics of all communities by investing in healthy, safe, and walkable neighborhoods—rural, urban, or suburban.

Appendix B

Billings Livability Partnership Goals

1. Promote more transportation choices.
 - Encourage safe, reliable, economical and interconnected transportation choices to increase mobility, decrease household transportation costs and promote public health.
2. Promote equitable, affordable housing choices.
 - Encourage the development of a variety of options for high quality, safe, affordable and market rate housing integrated with existing neighborhoods and taking advantage of transit and other community services.
3. Enhance economic competitiveness.
 - Improve economic competitiveness by leveraging community and partnership assets to increase education, employment, business and investment opportunities. Improve infrastructure to stimulate investment and job creation.
4. Support our diverse community and the many vibrant neighborhoods within it.
 - Target resources toward: (1) revitalizing areas where economic potential is not being realized or where the tax base is in steady decline; (2) infill development that will support transit-oriented, mixed-use development; and (3) preserving and enhancing historic buildings and other unique characteristics of our community.
5. Increase community awareness of livable communities.
 - Educate and engage the community, elected officials, political representatives, business leaders and owners, policymakers and property owners about the Partnership and its role in creating a livable community. Encourage public involvement, transparent planning and processes, and responsive governance.
6. Coordinate efforts to leverage and align federal, state, regional and local policies and investment.
 - Leverage and align each partner's assets, knowledge and financial resources to increase the effectiveness of the Partnership to realize its vision of a livable community. Collaborate with municipal, county and special purpose governments to identify and implement shared goals in community planning.
7. Promote broad engagement in community planning.
 - Ensure a broad-based, inclusive Partnership by seeking partners who represent a robust cross-section of the community.

Regular City Council Meeting

Meeting Date: 09/22/2014

TITLE: Community Transportation Enhancement Program - Project Specific Agreements with MDT

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

The Community Transportation Enhancement Program (CTEP) is ending and the City of Billings in coordination with Yellowstone County, School District #2, and other agencies is ensuring all of the local CTEP allocations will be utilized by completing a final series of projects in the community. The projects listed below are the CTEP projects identified through discussions between the City-County Planning Division and Public Works Engineering Division after the 25th Street Pedestrian Bridge project was indefinitely suspended and CTEP dollars became available. These projects are identified by the City of Billings staff, included in the Safe Routes to School Study, or outlined in the 2012 South Billings Master Plan. Each Project Specific Agreement represents the formal agreement between the City and MDT for the project scope, funding, and federal aid compliance. Council must authorize the Mayor to execute the Project Specific Agreements for the projects to begin development. Each project below has a corresponding agreement with a location map attached. The City of Billings submitted and received approval from MDT for the following nine projects:

Jackson Street Sidewalks - this project consists of the design and construction of approximately a half of mile of hard-surfaced 5' wide ADA sidewalk. The project is located on the west side of Jackson Street and will run from Byrd Street north to State Avenue. The local match for this project is being funded through gas tax collected by the City. The administration of the project will be through Public Works Engineering. CTEP Funds: \$187,446 Local Funds: \$29,054

Poly Drive from Virginia Lane to 13th Street West - this project consists of the design and construction of a 5' wide ADA sidewalk on the south side of Poly Drive and a striped bike lane on Poly Drive from Virginia Lane to 13th Street West. This project is part of the larger road improvement project on Poly Drive and improvements to the Poly/Virginia Lane intersection. The local match for this project is being funded through Arterial Fees collected by the City. The administration of the project will be through Public Works Engineering. CTEP Funds: \$155,844 Local Funds: \$21,156

19th Street West/Colton Boulevard Crossing- this project consists of the design and construction of a 5' wide ADA sidewalk on the west side of 19th Street West from Parkhill Drive to Rose Park Elementary School. The project will also include the design and construction of an enhanced school crossing at the intersection of Colton Boulevard and 19th Street West/Hoover Avenue and include beacons, curb extensions and an improved ladder style crosswalk. The local match for this project is being funded through gas tax collected by the City. The administration of the project will be through Public Works Engineering. CTEP Funds: \$103,896 Local Funds: \$16,104

44th Street West Multi-use Path - this project consists of the design and construction of a 10'

wide ADA bike and pedestrian path along the east side of 44th Street West where an existing connection to right-of-way is located. The local match for this project is being funded through gas tax collected by the City. The administration of the project will be through Public Works Engineering. CTEP Funds: \$88,311.60 Local Funds: \$13,688.40

Wicks Lane Multi-Use Path - this project consists of the design and construction of a 10' wide ADA bike and pedestrian pathway beginning at Governor's Boulevard and connecting with the newly constructed Inner Belt Loop multi-use path. The construction of this section will complete a connection that can continue on Wicks Lane, north on Gleneagles or South on Governors towards Castle Rock Middle School. The local match for this project is being funded through gas tax collected by the City. The administration of the project will be through Public Works Engineering. CTEP Funds: \$220,779 Local Funds: \$34,221

King Avenue West: 32nd Street West to the BBWA Canal Multi-Use Path - this project consists of the design and construction of a 10' wide ADA multi-use path from the existing trail connection at the BBWA canal west to 32nd Street along the north side of King Avenue West. The local match for this project is being funded through gas tax collected by the City. The administration of the project will be through Public Works Engineering. CTEP Funds: \$66,234 Local Funds: \$10,266

Calhoun Lane Sidewalks - this project consists of the design and construction of a 5' wide ADA sidewalk where sidewalk is missing and broken along both sides of Calhoun Lane from King Avenue East to Underpass Avenue. In addition, where sidewalk is missing on Simpson Avenue leading to Calhoun Lane will also be installed. The local match for this project is being funded through the South Billings Urban Renewal District Tax Increment as part of a larger Calhoun Lane reconstruction project. The administration of the project will be through Public Works Engineering. CTEP Funds: \$150,000 Local Funds: \$23,000

Barrett Road Heights Middle School Path - this project consists of the design and construction of a 10' ADA multi-use path from the existing Kiwanis Trail to the new middle school site in the Billings Heights. The path will extend from the existing trail along the front of the school and adjacent ballfields parallel to Barrett Road. It will terminate at the intersection of Bench Boulevard and Barrett Road. The local match for this project is being funded through School District #2 as part of the larger school development project. The administration of the project will be through Public Works Engineering as part of an Memorandum of Understanding agreement between School District #2 and the City of Billings. CTEP Funds: \$113,671 Local Funds: \$17,619

Broadwater Elementary School Landscaping - this project consists of new ADA sidewalk, fencing along the sidewalks, bike racks, corner bulb-outs, and landscaping. The CTEP funds will be used only for the fencing and landscaping. The local match for this project is being funded through School District #2 as part of the larger school redevelopment project. The administration of the project will be through Public Works Engineering as part of an Memorandum of Understanding agreement between School District #2 and the City of Billings. CTEP Funds: \$150,000 Local Funds: \$23,000

ALTERNATIVES ANALYZED

The City Council may:

- Approve the CTEP Project Specific Agreements and authorize the Mayor to sign them, or
- Not approve the CTEP Project Specific Agreements. This would result in the loss of about \$1,236,00.00 in CTEP funding for all nine of these local projects.

FINANCIAL IMPACT

A spreadsheet is attached to this memo with a breakdown of cost for each project. Below is the total amount of CTEP and local dollars:

CTEP Grant	\$1,236,181.60
Local Match (Public Works Dept.)	\$ 191,108.40
Total Funds Available	\$1,427,290.00

RECOMMENDATION

Staff recommends that Council authorize the Mayor to execute the CTEP Project Specific Agreements for all nine projects as described.

APPROVED BY CITY ADMINISTRATOR

2014 CTEP Project List

Jackson Street PSA with Location Map

Poly Drive PSA with Location Map

19th St W Colton PSA with Location Map

44th St W PSA with Location Map

Wicks Lane PSA with Location Map

King Ave W PSA with Location Map

Calhoun Lane PSA with Location Map

Barrett Rd PSA with Location Map

Broadwater School PSA with Location Map

2014 CTEP Projects Ranked

PROJECT	CTEP	LOCAL	OTHER	TOTAL	PROJECT DESCRIPTION
Poly 13th to Virginia	\$ 155,844.00	\$ 24,156.00		\$ 180,000.00	Sidewalk/bike lane
19th Street W/Colton Blvd Crossing	\$ 103,896.00	\$ 16,104.00		\$ 120,000.00	Improve school crossing at Colton/19th Sidewalk on 19th Parkhill to Rose Park Elementary
44th Street West	\$ 88,311.60	\$ 13,688.40		\$ 102,000.00	Multi-use bike/ped along 44th Street from SCA to King
Wicks Lane	\$ 220,779.00	\$ 34,221.00		\$ 255,000.00	Multi-use bike/ped along south side of Wicks Lane IBL
King Ave W 32nd to BBWA	\$ 66,234.00	\$ 10,266.00		\$ 76,500.00	Enhance the existing sidewalk to a multi-use path
Calhoun Lane	\$ 150,000.00	\$ 23,000.00		\$ 173,000.00	New 5' sidewalk both sides Calhoun from King to State
Jackson Street Sidewalks	\$ 187,446.00	\$ 29,054.00		\$ 216,500.00	5' Sidewalk on west side Jackson/crosing at Orchard
Barrett Road Heights MS Path	\$ 113,671.00	\$ 17,619.00		\$ 131,290.00	Trail from Kiwanis Trail to new middle school
Broadwater Elementary School*	\$ 150,000.00	\$ 23,000.00		\$ 173,000.00	Sidewalk Fencing/Landscaping
Totals	\$ 1,236,181.60	\$ 191,108.40		\$ 1,427,290.00	

*Low priority projects - if current and proposed projects do not exceed estimates these projects would be next

CTEP PROJECT SPECIFIC AGREEMENT

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

WITNESSETH THAT:

WHEREAS, the Grantee proposes to develop and construct a Community Transportation Enhancement Program (CTEP) project, UPN 8822, titled JACKSON ST WALKS-BILLINGS; (hereinafter the "project"); and,

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

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

WHEREAS, the estimated cost of the project's development and construction is \$216,500; and,

WHEREAS, the financial participation for the project's development and construction will in part be with federal-aid funds made available in federal fiscal 2014; and,

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

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

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

The Grantee will develop a CTEP project described as: the design and construction of ADA compliant concrete sidewalks.

The sidewalk will be located in Billings on the west side of Jackson Street from Byrd Street North to State Avenue.

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

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

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

[9102] Preliminary Engineering (86.58% CTEP) (including environmental documentation)	\$ 5,500
[9202] Right-of-Way/Easement Acquisition (86.58% CTEP)	\$ -0-
[9302] Incidental Construction (64.93% CTEP) (utility relocation involvement)	\$ -0-
[9402] Construction Engineering (86.58% CTEP) (including contract administration and inspections)	\$ 11,000
[9502] Construction (86.58% CTEP)	\$ 200,000
Total	\$ 216,500

Billings	Project	CTEP Funds	Local Match	Additional Contribution
Direct Costs	\$ 216,500	\$ 187,446	\$ 29,054	\$ -0-
TOTAL	\$ 216,500	\$ 187,446	\$ 29,054	\$ -0-

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

The Grantee will:

1. Be responsible for the \$29,054 local matching funds. The Federal cost participation (CTEP funds) will be \$187,446 of the estimated total project cost of \$216,500. If project costs exceed \$216,500, additional CTEP funds may be used if available and if agreed to by the Grantee, provided the Grantee will furnish the requisite local match.
2. Attest they have read and understand the CTEP manual located at: http://www.mdt.mt.gov/publications/docs/manuals/mdt_ctep_manual.pdf. including all State and Federal laws, rules and regulations applicable to the CTEP program.
3. Develop and prepare all of the necessary design plans, specifications, estimates, and contract documents for the project in accordance with the CTEP Manual. The selection and retention of any individual or firm to provide or furnish any engineering or design related services will be based upon qualifications in accordance with the CTEP Manual's Consultant Services procedures.
4. Solicit for competitive bids and award a contract to construct the project. The solicitation for the construction contract may be by competitive bid or limited solicitation, so long as the cost does not exceed \$80,000; should the project's construction cost exceed \$80,000, it must be by competitive bid. The Grantee will administer any construction contract and provide the supervision, inspection and documentation required to ensure the project is completed satisfactorily. The State will perform a final project review to ensure substantial compliance with project plans, specifications and estimates.
5. Provide documentation necessary to comply with applicable environmental requirements, including the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act (NHPA) and Section 4(f) of the DOT Act.
6. Complete and submit the applicable supporting documentation to the State for review and concurrence prior to beginning the next step in the project's development or construction process, as identified in the CTEP Manual.

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

General Provisions:

10. The Grantee shall perform an audit in compliance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq. and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." For local governments and school districts, the Grantee will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau. All other grantees such as Tribal Communities and Non-Profit Organizations will provide the report to the State of Montana, Department of Transportation, Internal Audit Unit.
11. The parties understand and agree that this agreement is subject to the requirements of Section 17-1-106, MCA, which requires the State to fully recover indirect costs (IDC) from the Federal share of costs and any other participating parties. The current IDC rate is 9.13% and the parties further understand and agree that as of October 1, 2009 the Grantee's share of IDC will be paid by MDT per subsection (3). Note: If this project extends across more than one fiscal year, more than one annual rate will be involved, as the rate may change during the life of the project.
12. Except for any suits, claims, actions, losses, costs or damages which are the result of the negligent acts or omissions or misconduct of State employees, the Grantee agrees that it will protect, indemnify, and save harmless the State and Department of Transportation against and from all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), and losses to them from any cause whatever from the project, and including any suits, claims, actions, losses, costs or damages of any kind, including the State and Department's legal expenses, made against the State or Department by anyone arising out of, in connection with, or incidental to the project and its construction or use or maintenance.
13. Severability and Integration – If any single part or parts of this Agreement are determined to be void, the remaining parts will remain valid and operative. This Agreement, as written, expresses the total, final and only agreement of the parties relevant to its subject matter. No provision, expressed or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication shall be a provision of this Agreement unless specifically provided within the written terms herein.
14. This agreement shall become effective upon execution by both parties. It may be modified only by prior written agreement of both parties.

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

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

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

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

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

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

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

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

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

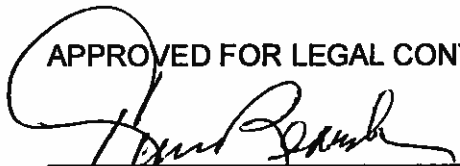
Each Agreement the Department signs with a Grantee (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

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

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

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

BY _____, 2014

APPROVED FOR LEGAL CONTENT


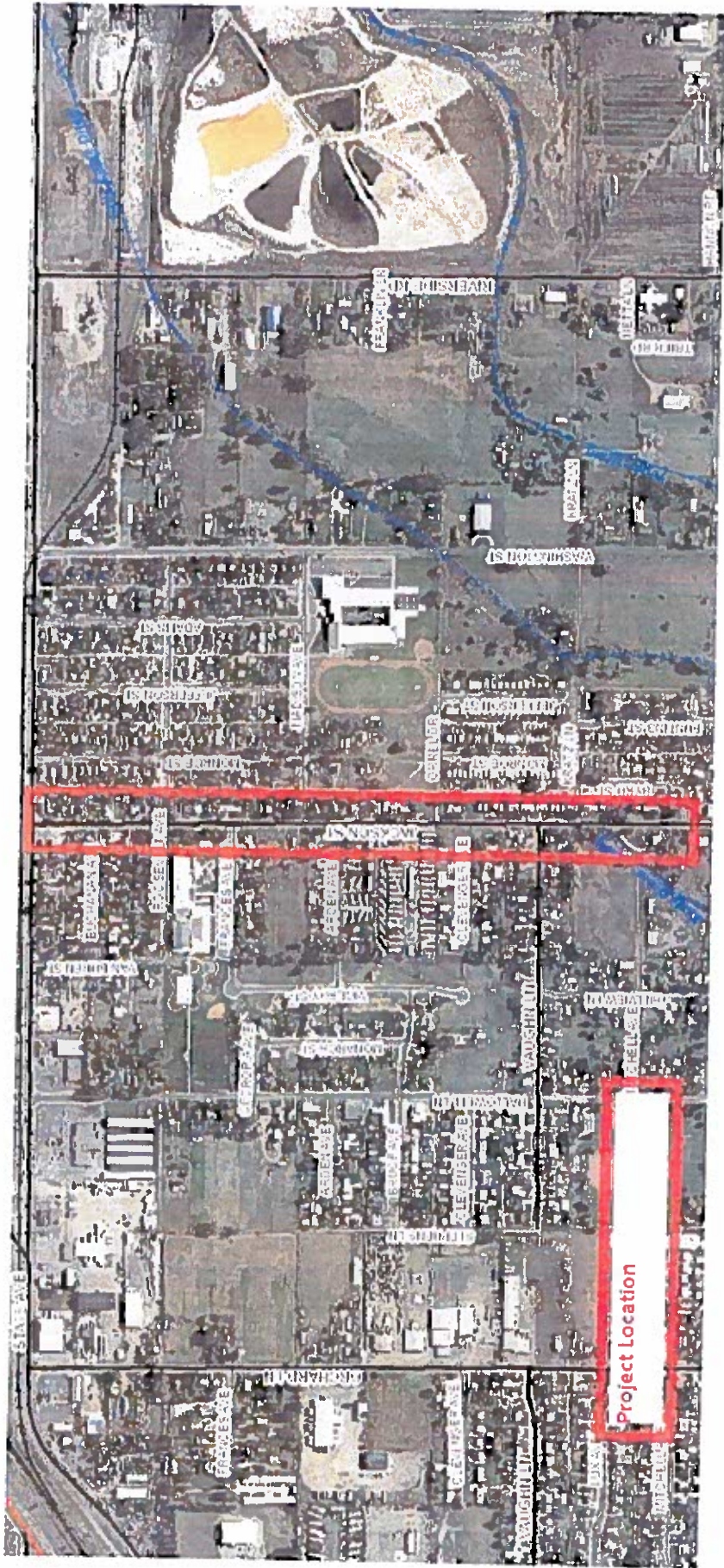
MDT Legal Counsel

CITY OF BILLINGS

ATTEST-CITY CLERK

CITY ADMINISTRATOR

[OFFICIAL SEAL]



CTEP PROJECT SPECIFIC AGREEMENT

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

WITNESSETH THAT:

WHEREAS, the Grantee proposes to develop and construct a Community Transportation Enhancement Program (CTEP) project, UPN 8838, titled POLY DRIVE BIKE/PED-BILLINGS; (hereinafter the "project"); and,

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

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

WHEREAS, the estimated cost of the project's development and construction is \$196,434; and,

WHEREAS, the financial participation for the project's development and construction will in part be with federal-aid funds made available in federal fiscal 2014; and,

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

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

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

The Grantee will develop a CTEP project described as: the design and construction of an ADA compliant 5 ft.-wide sidewalk and striped bike lane.

The sidewalk and striped bike lane will be located in Billings on and adjacent (sidewalk on south side) to Poly Drive between Virginia Lane and 13th Street West.

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

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

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

[9102] Preliminary Engineering (86.58% CTEP) (including environmental documentation)	\$ -0-
[9202] Right-of-Way/Easement Acquisition (86.58% CTEP)	\$ -0-
[9302] Incidental Construction (64.93% CTEP) (utility relocation involvement)	\$ -0-
[9402] Construction Engineering (86.58% CTEP) (including contract administration and inspections)	\$ 21,826
[9502] Construction (86.58% CTEP)	\$ 174,608
Total	\$ 196,434

Billings	Project	CTEP Funds	Local Match	Additional Contribution
Direct Costs	\$ 196,434	\$ 170,073	\$ 26,361	\$ -0-
TOTAL	\$ 196,434	\$ 170,073	\$ 26,361	\$ -0-

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

The Grantee will:

1. Be responsible for the \$26,361 local matching funds. The Federal cost participation (CTEP funds) will be \$170,073 of the estimated total project cost of \$196,434. If project costs exceed \$196,434, additional CTEP funds may be used if available and if agreed to by the Grantee, provided the Grantee will furnish the requisite local match.
2. Attest they have read and understand the CTEP manual located at: http://www.mdt.mt.gov/publications/docs/manuals/mdt_ctep_manual.pdf, including all State and Federal laws, rules and regulations applicable to the CTEP program.
3. Develop and prepare all of the necessary design plans, specifications, estimates, and contract documents for the project in accordance with the CTEP Manual. The selection and retention of any individual or firm to provide or furnish any engineering or design related services will be based upon qualifications in accordance with the CTEP Manual's Consultant Services procedures.
4. Solicit for competitive bids and award a contract to construct the project. The solicitation for the construction contract may be by competitive bid or limited solicitation, so long as the cost does not exceed \$80,000; should the project's construction cost exceed \$80,000, it must be by competitive bid. The Grantee will administer any construction contract and provide the supervision, inspection and documentation required to ensure the project is completed satisfactorily. The State will perform a final project review to ensure substantial compliance with project plans, specifications and estimates.
5. Provide documentation necessary to comply with applicable environmental requirements, including the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act (NHPA) and Section 4(f) of the DOT Act.
6. Complete and submit the applicable supporting documentation to the State for review and concurrence prior to beginning the next step in the project's development or construction process, as identified in the CTEP Manual.

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

General Provisions:

10. The Grantee shall perform an audit in compliance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq. and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." For local governments and school districts, the Grantee will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau. All other grantees such as Tribal Communities and Non-Profit Organizations will provide the report to the State of Montana, Department of Transportation, Internal Audit Unit.
11. The parties understand and agree that this agreement is subject to the requirements of Section 17-1-106, MCA, which requires the State to fully recover indirect costs (IDC) from the Federal share of costs and any other participating parties. The current IDC rate is 9.13% and the parties further understand and agree that as of October 1, 2009 the Grantee's share of IDC will be paid by MDT per subsection (3). Note: If this project extends across more than one fiscal year, more than one annual rate will be involved, as the rate may change during the life of the project.
12. Except for any suits, claims, actions, losses, costs or damages which are the result of the negligent acts or omissions or misconduct of State employees, the Grantee agrees that it will protect, indemnify, and save harmless the State and Department of Transportation against and from all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), and losses to them from any cause whatever from the project, and including any suits, claims, actions, losses, costs or damages of any kind, including the State and Department's legal expenses, made against the State or Department by anyone arising out of, in connection with, or incidental to the project and its construction or use or maintenance.
13. Severability and Integration – If any single part or parts of this Agreement are determined to be void, the remaining parts will remain valid and operative. This Agreement, as written, expresses the total, final and only agreement of the parties relevant to its subject matter. No provision, expressed or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication shall be a provision of this Agreement unless specifically provided within the written terms herein.
14. This agreement shall become effective upon execution by both parties. It may be modified only by prior written agreement of both parties.

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

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

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

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

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

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

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

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

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

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

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

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

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

BY _____, 2014

APPROVED FOR LEGAL CONTENT



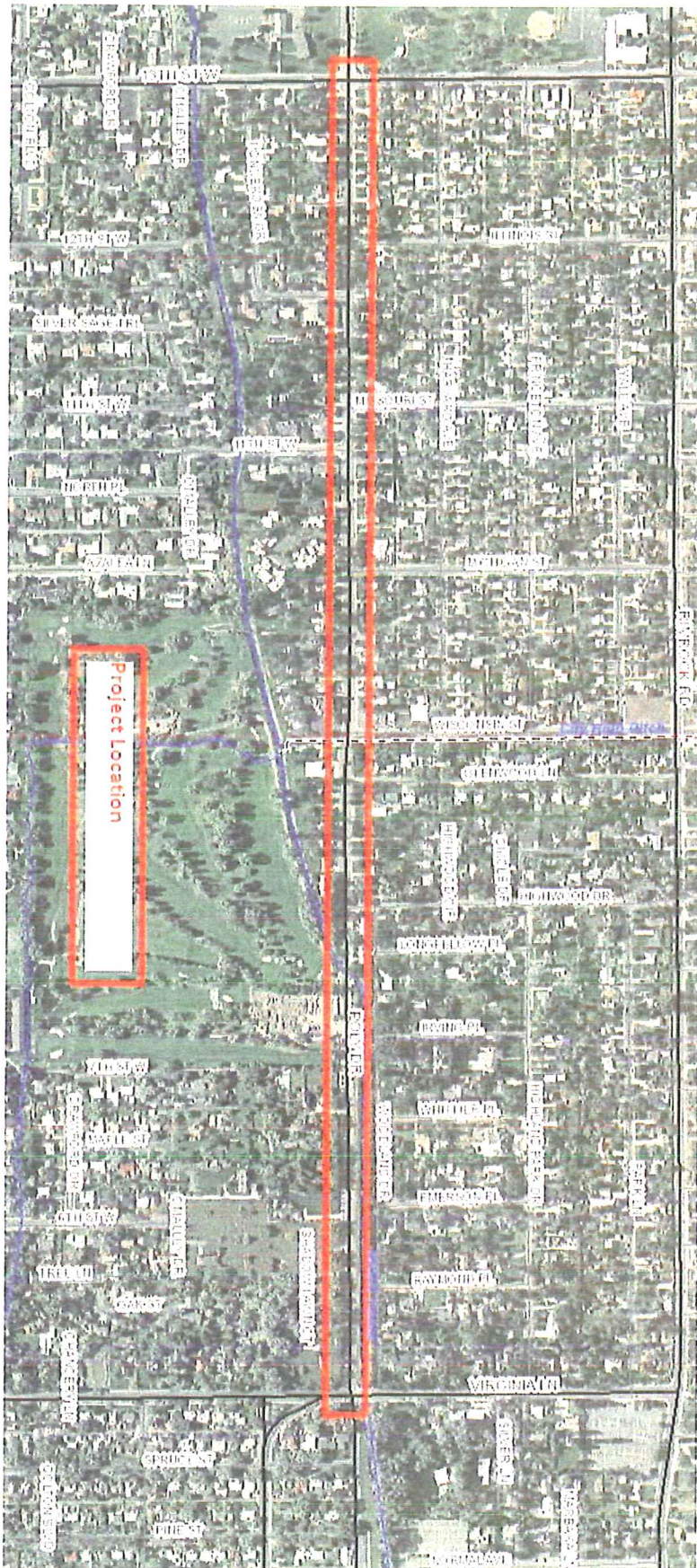
MDT Legal Counsel

CITY OF BILLINGS

ATTEST-CITY CLERK

CITY ADMINISTRATOR

[OFFICIAL SEAL]



CTEP PROJECT SPECIFIC AGREEMENT

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

WITNESSETH THAT:

WHEREAS, the Grantee proposes to develop and construct a Community Transportation Enhancement Program (CTEP) project, UPN 8837, titled 19TH STREET W WALKS-BILLINGS; (hereinafter the "project"); and,

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

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

WHEREAS, the estimated cost of the project's development and construction is \$130,956; and,

WHEREAS, the financial participation for the project's development and construction will in part be with federal-aid funds made available in federal fiscal 2014; and,

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

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

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

The Grantee will develop a CTEP project described as: the design and construction of ADA compliant hard-surfaced sidewalks, curb extensions, beacons, and a ladder-style crosswalk.

The sidewalk will be located in Billings on the west side of 19th Street from Parkhill Drive to Rose Park Elementary School. The crosswalk will be at the intersection of Colton Boulevard and 19th Street West / Hoover Avenue..

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

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

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

[9102] Preliminary Engineering (86.58% CTEP) (including environmental documentation)	\$ 10,804
[9202] Right-of-Way/Easement Acquisition (86.58% CTEP)	\$ -0-
[9302] Incidental Construction (64.93% CTEP) (utility relocation involvement)	\$ -0-
[9402] Construction Engineering (86.58% CTEP) (including contract administration and inspections)	\$ 11,895
[9502] Construction (86.58% CTEP)	\$ 108,257
Total	\$ 130,956

Billings	Project	CTEP Funds	Local Match	Additional Contribution
Direct Costs	\$ 130,956	\$ 113,382	\$ 17,574	\$ -0-
TOTAL	\$ 130,956	\$ 113,382	\$ 17,574	\$ -0-

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

The Grantee will:

1. Be responsible for the \$17,574 local matching funds. The Federal cost participation (CTEP funds) will be \$113,382 of the estimated total project cost of \$130,956. If project costs exceed \$130,956, additional CTEP funds may be used if available and if agreed to by the Grantee, provided the Grantee will furnish the requisite local match.
2. Attest they have read and understand the CTEP manual located at: http://www.mdt.mt.gov/publications/docs/manuals/mdt_ctep_manual.pdf, including all State and Federal laws, rules and regulations applicable to the CTEP program.
3. Develop and prepare all of the necessary design plans, specifications, estimates, and contract documents for the project in accordance with the CTEP Manual. The selection and retention of any individual or firm to provide or furnish any engineering or design related services will be based upon qualifications in accordance with the CTEP Manual's Consultant Services procedures.
4. Solicit for competitive bids and award a contract to construct the project. The solicitation for the construction contract may be by competitive bid or limited solicitation, so long as the cost does not exceed \$80,000; should the project's construction cost exceed \$80,000, it must be by competitive bid. The Grantee will administer any construction contract and provide the supervision, inspection and documentation required to ensure the project is completed satisfactorily. The State will perform a final project review to ensure substantial compliance with project plans, specifications and estimates.
5. Provide documentation necessary to comply with applicable environmental requirements, including the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act (NHPA) and Section 4(f) of the DOT Act.
6. Complete and submit the applicable supporting documentation to the State for review and concurrence prior to beginning the next step in the project's development or construction process, as identified in the CTEP Manual.

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

General Provisions:

10. The Grantee shall perform an audit in compliance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq. and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." For local governments and school districts, the Grantee will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau. All other grantees such as Tribal Communities and Non-Profit Organizations will provide the report to the State of Montana, Department of Transportation, Internal Audit Unit.
11. The parties understand and agree that this agreement is subject to the requirements of Section 17-1-106, MCA, which requires the State to fully recover indirect costs (IDC) from the Federal share of costs and any other participating parties. The current IDC rate is 9.13% and the parties further understand and agree that as of October 1, 2009 the Grantee's share of IDC will be paid by MDT per subsection (3). Note: If this project extends across more than one fiscal year, more than one annual rate will be involved, as the rate may change during the life of the project.
12. Except for any suits, claims, actions, losses, costs or damages which are the result of the negligent acts or omissions or misconduct of State employees, the Grantee agrees that it will protect, indemnify, and save harmless the State and Department of Transportation against and from all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), and losses to them from any cause whatever from the project, and including any suits, claims, actions, losses, costs or damages of any kind, including the State and Department's legal expenses, made against the State or Department by anyone arising out of, in connection with, or incidental to the project and its construction or use or maintenance.
13. Severability and Integration – If any single part or parts of this Agreement are determined to be void, the remaining parts will remain valid and operative. This Agreement, as written, expresses the total, final and only agreement of the parties relevant to its subject matter. No provision, expressed or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication shall be a provision of this Agreement unless specifically provided within the written terms herein.
14. This agreement shall become effective upon execution by both parties. It may be modified only by prior written agreement of both parties.

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

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

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

- (5) Sanctions for Noncompliance: In the event of the Grantee's noncompliance with the nondiscrimination provisions of this Agreement, the State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
 - (a) Withholding payments to the Grantee under the Agreement until the Grantee complies, and/or
 - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.

- (6) Incorporation of Provisions: The Grantee will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Grantee will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Grantee is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Grantee may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Grantee or the State may request the United States to enter into such litigation to protect the interests of the United States.

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

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

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

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

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

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

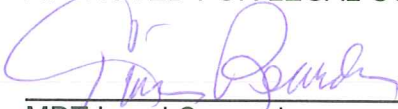
The Grantee, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Grantee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Grantee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

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

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

BY _____, 2014

APPROVED FOR LEGAL CONTENT



MDT Legal Counsel

CITY OF BILLINGS

ATTEST-CITY CLERK

CITY ADMINISTRATOR

[OFFICIAL SEAL]



CTEP PROJECT SPECIFIC AGREEMENT

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

WITNESSETH THAT:

WHEREAS, the Grantee proposes to develop and construct a Community Transportation Enhancement Program (CTEP) project, UPN 8839, titled 44TH ST W WALKS-BILLINGS; (hereinafter the "project"); and,

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

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

WHEREAS, the estimated cost of the project's development and construction is \$111,312; and,

WHEREAS, the financial participation for the project's development and construction will in part be with federal-aid funds made available in federal fiscal 2014; and,

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

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

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

The Grantee will develop a CTEP project described as: the design and construction of an ADA compliant 10-ft. wide bicycle and pedestrian path.

The path will be located in Billings along the east side of 44th Street West from King Avenue West southward approximately 1,200 feet.

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

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

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

[9102] Preliminary Engineering (86.58% CTEP) (including environmental documentation)	\$ 12,004
[9202] Right-of-Way/Easement Acquisition (86.58% CTEP)	\$ -0-
[9302] Incidental Construction (64.93% CTEP) (utility relocation involvement)	\$ -0-
[9402] Construction Engineering (86.58% CTEP) (including contract administration and inspections)	\$ 12,004
[9502] Construction (86.58% CTEP)	\$ 87,304
Total	\$ 111,312

Billings	Project	CTEP Funds	Local Match	Additional Contribution
Direct Costs	\$ 111,312	\$ 96,374	\$ 14,938	\$ -0-
TOTAL	\$ 111,312	\$ 96,374	\$ 14,938	\$ -0-

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

The Grantee will:

1. Be responsible for the \$14,938 local matching funds. The Federal cost participation (CTEP funds) will be \$96,374 of the estimated total project cost of \$111,312. If project costs exceed \$111,312, additional CTEP funds may be used if available and if agreed to by the Grantee, provided the Grantee will furnish the requisite local match.
2. Attest they have read and understand the CTEP manual located at: http://www.mdt.mt.gov/publications/docs/manuals/mdt_ctep_manual.pdf, including all State and Federal laws, rules and regulations applicable to the CTEP program.
3. Develop and prepare all of the necessary design plans, specifications, estimates, and contract documents for the project in accordance with the CTEP Manual. The selection and retention of any individual or firm to provide or furnish any engineering or design related services will be based upon qualifications in accordance with the CTEP Manual's Consultant Services procedures.
4. Solicit for competitive bids and award a contract to construct the project. The solicitation for the construction contract may be by competitive bid or limited solicitation, so long as the cost does not exceed \$80,000; should the project's construction cost exceed \$80,000, it must be by competitive bid. The Grantee will administer any construction contract and provide the supervision, inspection and documentation required to ensure the project is completed satisfactorily. The State will perform a final project review to ensure substantial compliance with project plans, specifications and estimates.
5. Provide documentation necessary to comply with applicable environmental requirements, including the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act (NHPA) and Section 4(f) of the DOT Act.
6. Complete and submit the applicable supporting documentation to the State for review and concurrence prior to beginning the next step in the project's development or construction process, as identified in the CTEP Manual.

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

General Provisions:

10. The Grantee shall perform an audit in compliance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq. and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." For local governments and school districts, the Grantee will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau. All other grantees such as Tribal Communities and Non-Profit Organizations will provide the report to the State of Montana, Department of Transportation, Internal Audit Unit.
11. The parties understand and agree that this agreement is subject to the requirements of Section 17-1-106, MCA, which requires the State to fully recover indirect costs (IDC) from the Federal share of costs and any other participating parties. The current IDC rate is 9.13% and the parties further understand and agree that as of October 1, 2009 the Grantee's share of IDC will be paid by MDT per subsection (3). Note: If this project extends across more than one fiscal year, more than one annual rate will be involved, as the rate may change during the life of the project.
12. Except for any suits, claims, actions, losses, costs or damages which are the result of the negligent acts or omissions or misconduct of State employees, the Grantee agrees that it will protect, indemnify, and save harmless the State and Department of Transportation against and from all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), and losses to them from any cause whatever from the project, and including any suits, claims, actions, losses, costs or damages of any kind, including the State and Department's legal expenses, made against the State or Department by anyone arising out of, in connection with, or incidental to the project and its construction or use or maintenance.
13. Severability and Integration – If any single part or parts of this Agreement are determined to be void, the remaining parts will remain valid and operative. This Agreement, as written, expresses the total, final and only agreement of the parties relevant to its subject matter. No provision, expressed or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication shall be a provision of this Agreement unless specifically provided within the written terms herein.
14. This agreement shall become effective upon execution by both parties. It may be modified only by prior written agreement of both parties.

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

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

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

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

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

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

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

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

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

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

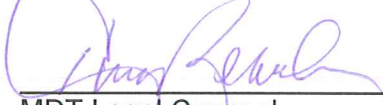
The Grantee, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Grantee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Grantee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

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

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

BY _____, 2014

APPROVED FOR LEGAL CONTENT



MDT Legal Counsel

CITY OF BILLINGS

ATTEST-CITY CLERK

CITY ADMINISTRATOR

By _____

[OFFICIAL SEAL]

CTEP PROJECT SPECIFIC AGREEMENT

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

WITNESSETH THAT:

WHEREAS, the Grantee proposes to develop and construct a Community Transportation Enhancement Program (CTEP) project, UPN 8841, titled WICKS LN PATH-BILLINGS; (hereinafter the "project"); and,

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

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

WHEREAS, the estimated cost of the project's development and construction is \$278,282; and,

WHEREAS, the financial participation for the project's development and construction will in part be with federal-aid funds made available in federal fiscal 2014; and,

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

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

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

The Grantee will develop a CTEP project described as: the design and construction of an ADA compliant 10-ft. wide hard-surfaced bicycle and pedestrian path.

The path will be located in Billings along the west side of Wicks Lane between Governors Boulevard and the Inner Belt Loop multimodal trail.

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

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

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

[9102] Preliminary Engineering (86.58% CTEP) (including environmental documentation)	\$ 30,011
[9202] Right-of-Way/Easement Acquisition (86.58% CTEP)	\$ -0-
[9302] Incidental Construction (64.93% CTEP) (utility relocation involvement)	\$ -0-
[9402] Construction Engineering (86.58% CTEP) (including contract administration and inspections)	\$ 30,011
[9502] Construction (86.58% CTEP)	\$ 218,260
Total	\$ 278,282

Billings	Project	CTEP Funds	Local Match	Additional Contribution
Direct Costs	\$ 278,282	\$ 240,937	\$ 37,345	\$ -0-
TOTAL	\$ 278,282	\$ 240,937	\$ 37,345	\$ -0-

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

The Grantee will:

1. Be responsible for the \$37,345 local matching funds. The Federal cost participation (CTEP funds) will be \$240,937 of the estimated total project cost of \$278,282. If project costs exceed \$278,282, additional CTEP funds may be used if available and if agreed to by the Grantee, provided the Grantee will furnish the requisite local match.
2. Attest they have read and understand the CTEP manual located at: http://www.mdt.mt.gov/publications/docs/manuals/mdt_ctep_manual.pdf, including all State and Federal laws, rules and regulations applicable to the CTEP program.
3. Develop and prepare all of the necessary design plans, specifications, estimates, and contract documents for the project in accordance with the CTEP Manual. The selection and retention of any individual or firm to provide or furnish any engineering or design related services will be based upon qualifications in accordance with the CTEP Manual's Consultant Services procedures.
4. Solicit for competitive bids and award a contract to construct the project. The solicitation for the construction contract may be by competitive bid or limited solicitation, so long as the cost does not exceed \$80,000; should the project's construction cost exceed \$80,000, it must be by competitive bid. The Grantee will administer any construction contract and provide the supervision, inspection and documentation required to ensure the project is completed satisfactorily. The State will perform a final project review to ensure substantial compliance with project plans, specifications and estimates.
5. Provide documentation necessary to comply with applicable environmental requirements, including the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act (NHPA) and Section 4(f) of the DOT Act.
6. Complete and submit the applicable supporting documentation to the State for review and concurrence prior to beginning the next step in the project's development or construction process, as identified in the CTEP Manual.

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

General Provisions:

10. The Grantee shall perform an audit in compliance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq. and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." For local governments and school districts, the Grantee will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau. All other grantees such as Tribal Communities and Non-Profit Organizations will provide the report to the State of Montana, Department of Transportation, Internal Audit Unit.
11. The parties understand and agree that this agreement is subject to the requirements of Section 17-1-106, MCA, which requires the State to fully recover indirect costs (IDC) from the Federal share of costs and any other participating parties. The current IDC rate is 9.13% and the parties further understand and agree that as of October 1, 2009 the Grantee's share of IDC will be paid by MDT per subsection (3). Note: If this project extends across more than one fiscal year, more than one annual rate will be involved, as the rate may change during the life of the project.
12. Except for any suits, claims, actions, losses, costs or damages which are the result of the negligent acts or omissions or misconduct of State employees, the Grantee agrees that it will protect, indemnify, and save harmless the State and Department of Transportation against and from all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), and losses to them from any cause whatever from the project, and including any suits, claims, actions, losses, costs or damages of any kind, including the State and Department's legal expenses, made against the State or Department by anyone arising out of, in connection with, or incidental to the project and its construction or use or maintenance.
13. Severability and Integration – If any single part or parts of this Agreement are determined to be void, the remaining parts will remain valid and operative. This Agreement, as written, expresses the total, final and only agreement of the parties relevant to its subject matter. No provision, expressed or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication shall be a provision of this Agreement unless specifically provided within the written terms herein.
14. This agreement shall become effective upon execution by both parties. It may be modified only by prior written agreement of both parties.

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

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

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

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

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

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

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

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

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

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

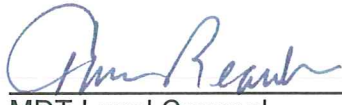
The Grantee, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Grantee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Grantee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

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

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

BY _____, 2014

APPROVED FOR LEGAL CONTENT



MDT Legal Counsel

CITY OF BILLINGS

ATTEST-CITY CLERK

CITY ADMINISTRATOR

[OFFICIAL SEAL]

CTEP PROJECT SPECIFIC AGREEMENT

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

WITNESSETH THAT:

WHEREAS, the Grantee proposes to develop and construct a Community Transportation Enhancement Program (CTEP) project, UPN 8823, titled KING AVE TRAIL-BILLINGS; (hereinafter the "project"); and,

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

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

WHEREAS, the estimated cost of the project's development and construction is \$83,476; and,

WHEREAS, the financial participation for the project's development and construction will in part be with federal-aid funds made available in federal fiscal 2014; and,

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

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

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

The Grantee will develop a CTEP project described as: the design and construction of an ADA compliant hard-surfaced bicycle and pedestrian path.

The path will be located in Billings along King Avenue (U-1010) between 32nd Street West and the BBWA Canal.

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

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

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

[9102] Preliminary Engineering (86.58% CTEP) (including environmental documentation)	\$ 9,002
[9202] Right-of-Way/Easement Acquisition (86.58% CTEP)	\$ -0-
[9302] Incidental Construction (64.93% CTEP) (utility relocation involvement)	\$ -0-
[9402] Construction Engineering (86.58% CTEP) (including contract administration and inspections)	\$ 9,002
[9502] Construction (86.58% CTEP)	\$ 65,472
Total	\$ 83,476

Billings	Project	CTEP Funds	Local Match	Additional Contribution
Direct Costs	\$ 83,476	\$ 72,274	\$ 11,272	\$ -0-
TOTAL	\$ 83,476	\$ 72,274	\$ 11,272	\$ -0-

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

The Grantee will:

1. Be responsible for the \$11,272 local matching funds. The Federal cost participation (CTEP funds) will be \$83,476 of the estimated total project cost of \$83,476. If project costs exceed \$83,476, additional CTEP funds may be used if available and if agreed to by the Grantee, provided the Grantee will furnish the requisite local match.
2. Attest they have read and understand the CTEP manual located at: http://www.mdt.mt.gov/publications/docs/manuals/mdt_ctep_manual.pdf, including all State and Federal laws, rules and regulations applicable to the CTEP program.
3. Develop and prepare all of the necessary design plans, specifications, estimates, and contract documents for the project in accordance with the CTEP Manual. The selection and retention of any individual or firm to provide or furnish any engineering or design related services will be based upon qualifications in accordance with the CTEP Manual's Consultant Services procedures.
4. Solicit for competitive bids and award a contract to construct the project. The solicitation for the construction contract may be by competitive bid or limited solicitation, so long as the cost does not exceed \$80,000; should the project's construction cost exceed \$80,000, it must be by competitive bid. The Grantee will administer any construction contract and provide the supervision, inspection and documentation required to ensure the project is completed satisfactorily. The State will perform a final project review to ensure substantial compliance with project plans, specifications and estimates.
5. Provide documentation necessary to comply with applicable environmental requirements, including the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act (NHPA) and Section 4(f) of the DOT Act.
6. Complete and submit the applicable supporting documentation to the State for review and concurrence prior to beginning the next step in the project's development or construction process, as identified in the CTEP Manual.

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

General Provisions:

10. The Grantee shall perform an audit in compliance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq. and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." For local governments and school districts, the Grantee will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau. All other grantees such as Tribal Communities and Non-Profit Organizations will provide the report to the State of Montana, Department of Transportation, Internal Audit Unit.
11. The parties understand and agree that this agreement is subject to the requirements of Section 17-1-106, MCA, which requires the State to fully recover indirect costs (IDC) from the Federal share of costs and any other participating parties. The current IDC rate is 9.13% and the parties further understand and agree that as of October 1, 2009 the Grantee's share of IDC will be paid by MDT per subsection (3). Note: If this project extends across more than one fiscal year, more than one annual rate will be involved, as the rate may change during the life of the project.
12. Except for any suits, claims, actions, losses, costs or damages which are the result of the negligent acts or omissions or misconduct of State employees, the Grantee agrees that it will protect, indemnify, and save harmless the State and Department of Transportation against and from all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), and losses to them from any cause whatever from the project, and including any suits, claims, actions, losses, costs or damages of any kind, including the State and Department's legal expenses, made against the State or Department by anyone arising out of, in connection with, or incidental to the project and its construction or use or maintenance.
13. Severability and Integration – If any single part or parts of this Agreement are determined to be void, the remaining parts will remain valid and operative. This Agreement, as written, expresses the total, final and only agreement of the parties relevant to its subject matter. No provision, expressed or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication shall be a provision of this Agreement unless specifically provided within the written terms herein.
14. This agreement shall become effective upon execution by both parties. It may be modified only by prior written agreement of both parties.

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

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

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

- (5) Sanctions for Noncompliance: In the event of the Grantee's noncompliance with the nondiscrimination provisions of this Agreement, the State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
 - (a) Withholding payments to the Grantee under the Agreement until the Grantee complies, and/or
 - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.

- (6) Incorporation of Provisions: The Grantee will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Grantee will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Grantee is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Grantee may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Grantee or the State may request the United States to enter into such litigation to protect the interests of the United States.

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

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

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

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

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

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


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

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

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

BY _____, 2014

APPROVED FOR LEGAL CONTENT



MDT Legal Counsel

CITY OF BILLINGS

ATTEST-CITY CLERK

CITY ADMINISTRATOR

[OFFICIAL SEAL]

CTEP PROJECT SPECIFIC AGREEMENT

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

WITNESSETH THAT:

WHEREAS, the Grantee proposes to develop and construct a Community Transportation Enhancement Program (CTEP) project, UPN 8843, titled CALHOUN LN WALKS-BILLINGS; (hereinafter the "project"); and,

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

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

WHEREAS, the estimated cost of the project's development and construction is \$188,795; and,

WHEREAS, the financial participation for the project's development and construction will in part be with federal-aid funds made available in federal fiscal 2014; and,

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

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

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

The Grantee will develop a CTEP project described as: the design and construction of an ADA compliant 5-ft. wide hard-surfaced sidewalk.

The sidewalk will be located in Billings along both sides of Calhoun Lane from King Avenue East to Underpass Avenue and along Simpson Avenue leading to Calhoun Lane.

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

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

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

[9102] Preliminary Engineering (86.58% CTEP) (including environmental documentation)	\$	-0-
[9202] Right-of-Way/Easement Acquisition (86.58% CTEP)	\$	-0-
[9302] Incidental Construction (64.93% CTEP) (utility relocation involvement)	\$	-0-
[9402] Construction Engineering (86.58% CTEP) (including contract administration and inspections)	\$	-0-
[9502] Construction (86.58% CTEP)	\$	188,795
Total	\$	188,795

Billings	Project	CTEP Funds	Local Match	Additional Contribution
Direct Costs	\$ 188,795	\$ 163,459	\$ 25,336	\$ -0-
TOTAL	\$ 188,795	\$ 163,459	\$ 25,336	\$ -0-

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

The Grantee will:

1. Be responsible for the \$25,336 local matching funds. The Federal cost participation (CTEP funds) will be \$163,459 of the estimated total project cost of \$188,795. If project costs exceed \$188,795, additional CTEP funds may be used if available and if agreed to by the Grantee, provided the Grantee will furnish the requisite local match.
2. Attest they have read and understand the CTEP manual located at: http://www.mdt.mt.gov/publications/docs/manuals/mdt_ctep_manual.pdf, including all State and Federal laws, rules and regulations applicable to the CTEP program.
3. Develop and prepare all of the necessary design plans, specifications, estimates, and contract documents for the project in accordance with the CTEP Manual. The selection and retention of any individual or firm to provide or furnish any engineering or design related services will be based upon qualifications in accordance with the CTEP Manual's Consultant Services procedures.
4. Solicit for competitive bids and award a contract to construct the project. The solicitation for the construction contract may be by competitive bid or limited solicitation, so long as the cost does not exceed \$80,000; should the project's construction cost exceed \$80,000, it must be by competitive bid. The Grantee will administer any construction contract and provide the supervision, inspection and documentation required to ensure the project is completed satisfactorily. The State will perform a final project review to ensure substantial compliance with project plans, specifications and estimates.
5. Provide documentation necessary to comply with applicable environmental requirements, including the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act (NHPA) and Section 4(f) of the DOT Act.
6. Complete and submit the applicable supporting documentation to the State for review and concurrence prior to beginning the next step in the project's development or construction process, as identified in the CTEP Manual.

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

General Provisions:

10. The Grantee shall perform an audit in compliance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq. and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." For local governments and school districts, the Grantee will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau. All other grantees such as Tribal Communities and Non-Profit Organizations will provide the report to the State of Montana, Department of Transportation, Internal Audit Unit.
11. The parties understand and agree that this agreement is subject to the requirements of Section 17-1-106, MCA, which requires the State to fully recover indirect costs (IDC) from the Federal share of costs and any other participating parties. The current IDC rate is 9.13% and the parties further understand and agree that as of October 1, 2009 the Grantee's share of IDC will be paid by MDT per subsection (3). Note: If this project extends across more than one fiscal year, more than one annual rate will be involved, as the rate may change during the life of the project.
12. Except for any suits, claims, actions, losses, costs or damages which are the result of the negligent acts or omissions or misconduct of State employees, the Grantee agrees that it will protect, indemnify, and save harmless the State and Department of Transportation against and from all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), and losses to them from any cause whatever from the project, and including any suits, claims, actions, losses, costs or damages of any kind, including the State and Department's legal expenses, made against the State or Department by anyone arising out of, in connection with, or incidental to the project and its construction or use or maintenance.
13. Severability and Integration – If any single part or parts of this Agreement are determined to be void, the remaining parts will remain valid and operative. This Agreement, as written, expresses the total, final and only agreement of the parties relevant to its subject matter. No provision, expressed or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication shall be a provision of this Agreement unless specifically provided within the written terms herein.
14. This agreement shall become effective upon execution by both parties. It may be modified only by prior written agreement of both parties.

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

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

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

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

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

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

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

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

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

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

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

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

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

BY _____, 2014

APPROVED FOR LEGAL CONTENT



MDT Legal Counsel

CITY OF BILLINGS

ATTEST-CITY CLERK

CITY ADMINISTRATOR

[OFFICIAL SEAL]



**Project
Location**

CTEP PROJECT SPECIFIC AGREEMENT

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

WITNESSETH THAT:

WHEREAS, the Grantee proposes to develop and construct a Community Transportation Enhancement Program (CTEP) project, UPN 8842, titled BARRETT RD PATH-BILLINGS; (hereinafter the "project"); and,

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

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

WHEREAS, the estimated cost of the project's development and construction is \$143,277; and,

WHEREAS, the financial participation for the project's development and construction will in part be with federal-aid funds made available in federal fiscal 2014; and,

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

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

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

The Grantee will develop a CTEP project described as: the design and construction of an ADA compliant 10-ft. wide hard-surfaced bicycle and pedestrian path.

The path will be located in Billings parallel to Barrett Road beginning at Bench Boulevard then eastward for approximately 1,500 feet.

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

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

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

[9102] Preliminary Engineering (86.58% CTEP) (including environmental documentation)	\$ 10,062
[9202] Right-of-Way/Easement Acquisition (86.58% CTEP)	\$ -0-
[9302] Incidental Construction (64.93% CTEP) (utility relocation involvement)	\$ -0-
[9402] Construction Engineering (86.58% CTEP) (including contract administration and inspections)	\$ 8,048
[9502] Construction (86.58% CTEP)	\$ 125,167
Total	\$ 143,277

Billings	Project	CTEP Funds	Local Match	Additional Contribution
Direct Costs	\$ 143,277	\$ 124,050	\$ 19,227	\$ -0-
TOTAL	\$ 143,277	\$ 124,050	\$ 19,227	\$ -0-

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

The Grantee will:

1. Be responsible for the \$19,227 local matching funds. The Federal cost participation (CTEP funds) will be \$124,050 of the estimated total project cost of \$143,277. If project costs exceed \$143,277, additional CTEP funds may be used if available and if agreed to by the Grantee, provided the Grantee will furnish the requisite local match.
2. Attest they have read and understand the CTEP manual located at: http://www.mdt.mt.gov/publications/docs/manuals/mdt_ctep_manual.pdf, including all State and Federal laws, rules and regulations applicable to the CTEP program.
3. Develop and prepare all of the necessary design plans, specifications, estimates, and contract documents for the project in accordance with the CTEP Manual. The selection and retention of any individual or firm to provide or furnish any engineering or design related services will be based upon qualifications in accordance with the CTEP Manual's Consultant Services procedures.
4. Solicit for competitive bids and award a contract to construct the project. The solicitation for the construction contract may be by competitive bid or limited solicitation, so long as the cost does not exceed \$80,000; should the project's construction cost exceed \$80,000, it must be by competitive bid. The Grantee will administer any construction contract and provide the supervision, inspection and documentation required to ensure the project is completed satisfactorily. The State will perform a final project review to ensure substantial compliance with project plans, specifications and estimates.
5. Provide documentation necessary to comply with applicable environmental requirements, including the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act (NHPA) and Section 4(f) of the DOT Act.
6. Complete and submit the applicable supporting documentation to the State for review and concurrence prior to beginning the next step in the project's development or construction process, as identified in the CTEP Manual.

7. **Submit a claim for cost reimbursement no more than monthly and no less than quarterly detailing items and quantities of acceptable work completed that period to the CTEP Office for the project development and/or construction costs incurred. The request will be accompanied by documentation substantiating the amount requested and identifying the applicable federal share.**
8. **Agree to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine compliance with this Agreement. The Grantee agrees to create and retain records supporting this Agreement for a period of three years after the completion date of this Agreement or the conclusion of any claim, litigation or exception relating to this Agreement taken by the State of Montana or a third party.**
9. **Maintain, or cause to be maintained, the project described in this agreement.**

General Provisions:

10. **The Grantee shall perform an audit in compliance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq. and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." For local governments and school districts, the Grantee will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau. All other grantees such as Tribal Communities and Non-Profit Organizations will provide the report to the State of Montana, Department of Transportation, Internal Audit Unit.**
11. **The parties understand and agree that this agreement is subject to the requirements of Section 17-1-106, MCA, which requires the State to fully recover indirect costs (IDC) from the Federal share of costs and any other participating parties. The current IDC rate is 9.13% and the parties further understand and agree that as of October 1, 2009 the Grantee's share of IDC will be paid by MDT per subsection (3). Note: If this project extends across more than one fiscal year, more than one annual rate will be involved, as the rate may change during the life of the project.**
12. **Except for any suits, claims, actions, losses, costs or damages which are the result of the negligent acts or omissions or misconduct of State employees, the Grantee agrees that it will protect, indemnify, and save harmless the State and Department of Transportation against and from all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), and losses to them from any cause whatever from the project, and including any suits, claims, actions, losses, costs or damages of any kind, including the State and Department's legal expenses, made against the State or Department by anyone arising out of, in connection with, or incidental to the project and its construction or use or maintenance.**
13. **Severability and Integration – If any single part or parts of this Agreement are determined to be void, the remaining parts will remain valid and operative. This Agreement, as written, expresses the total, final and only agreement of the parties relevant to its subject matter. No provision, expressed or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication shall be a provision of this Agreement unless specifically provided within the written terms herein.**
14. **This agreement shall become effective upon execution by both parties. It may be modified only by prior written agreement of both parties.**

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

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

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

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

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

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

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

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

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

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

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

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

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

BY _____, 2014

APPROVED FOR LEGAL CONTENT



MDT Legal Counsel

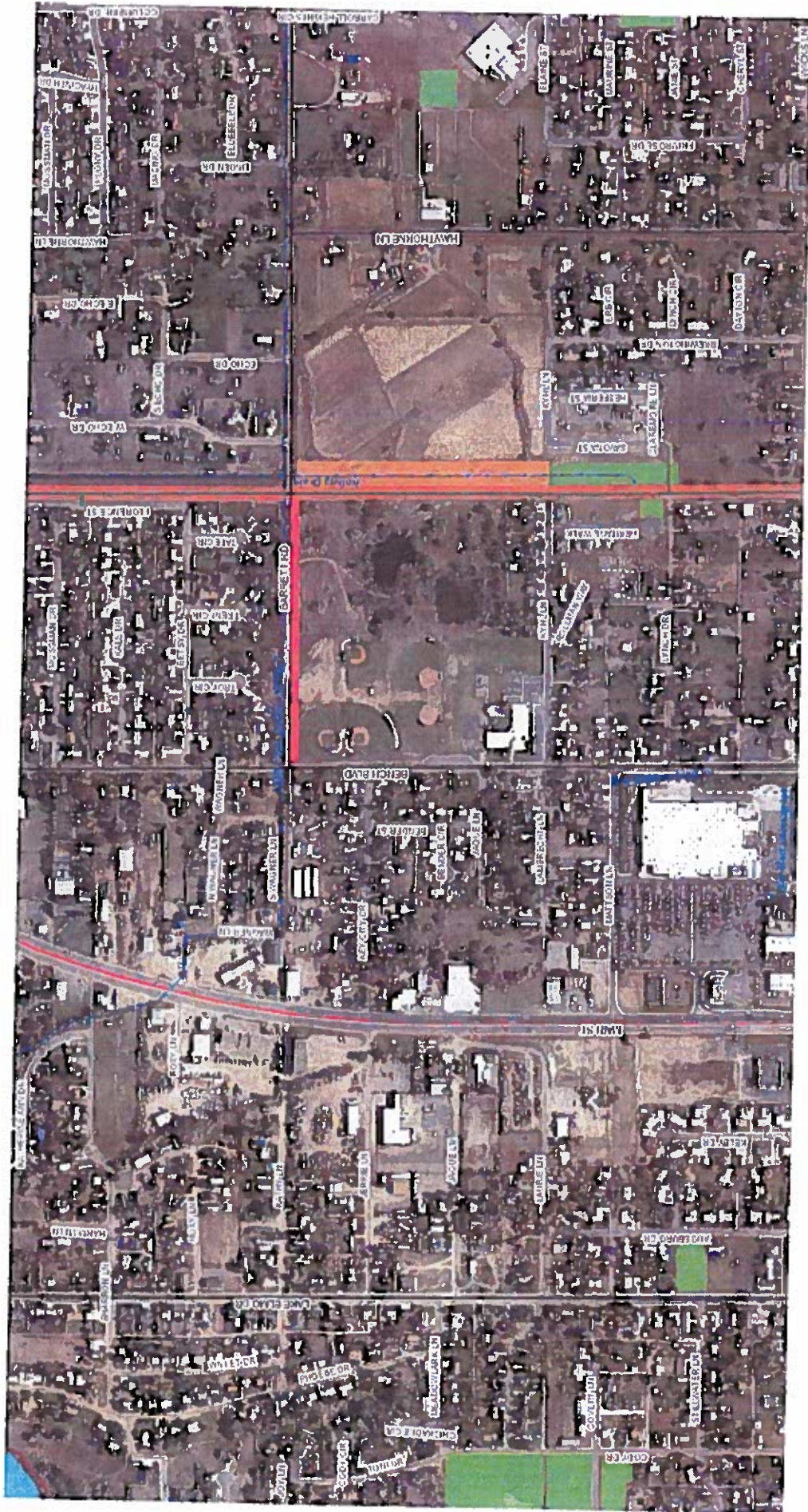
CITY OF BILLINGS

ATTEST-CITY CLERK

CITY ADMINISTRATOR

[OFFICIAL SEAL]

HEIGHTS MIDDLE SCHOOL PROJECT LOCATION



CTEP PROJECT SPECIFIC AGREEMENT

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

WITNESSETH THAT:

WHEREAS, the Grantee proposes to develop and construct a Community Transportation Enhancement Program (CTEP) project, UPN 8836, titled BROADWATER LSCAPE-BILLINGS; (hereinafter the "project"); and,

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

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

WHEREAS, the estimated cost of the project's development and construction is \$314,957; and,

WHEREAS, the financial participation for the project's development and construction will in part be with federal-aid funds made available in federal fiscal 2014; and,

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

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

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

The Grantee will develop a CTEP project described as: installation of decorative fence, irrigation system, trees, porous pavers and tree guards.

The landscaping will be located in Billings on the grounds of the Broadwater School located at 415 Broadwater Avenue.

The purpose of this project is to provide landscaping and irrigation facilities at the Broadwater School.

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

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

[9102] Preliminary Engineering (86.58% CTEP) (including environmental documentation)	\$ -0-
[9202] Right-of-Way/Easement Acquisition (86.58% CTEP)	\$ -0-
[9302] Incidental Construction (64.93% CTEP) (utility relocation involvement)	\$ -0-
[9402] Construction Engineering (86.58% CTEP) (including contract administration and inspections)	\$ -0-
[9502] Construction (86.58% CTEP)	\$ 314,957
Total	\$ 314,957

Billings	Project	CTEP Funds	Local Match	Additional Contribution
Direct Costs	\$ 314,957	\$ 163,459	\$ 25,336	\$ 126,162
TOTAL	\$ 314,957	\$ 163,459	\$ 25,336	\$ 126,162

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

The Grantee will:

1. Be responsible for the \$25,336 local matching funds and \$126,162 in additional local contribution. The Federal cost participation (CTEP funds) will be \$163,459 of the estimated total project cost of \$314,957. If project costs exceed \$314,957, additional CTEP funds may be used if available and if agreed to by the Grantee, provided the Grantee will furnish the requisite local match.
2. Attest they have read and understand the CTEP manual located at: http://www.mdt.mt.gov/publications/docs/manuals/mdt_ctep_manual.pdf. including all State and Federal laws, rules and regulations applicable to the CTEP program.
3. Develop and prepare all of the necessary design plans, specifications, estimates, and contract documents for the project in accordance with the CTEP Manual. The selection and retention of any individual or firm to provide or furnish any engineering or design related services will be based upon qualifications in accordance with the CTEP Manual's Consultant Services procedures.
4. Solicit for competitive bids and award a contract to construct the project. The solicitation for the construction contract may be by competitive bid or limited solicitation, so long as the cost does not exceed \$80,000; should the project's construction cost exceed \$80,000, it must be by competitive bid. The Grantee will administer any construction contract and provide the supervision, inspection and documentation required to ensure the project is completed satisfactorily. The State will perform a final project review to ensure substantial compliance with project plans, specifications and estimates.
5. Provide documentation necessary to comply with applicable environmental requirements, including the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act (NHPA) and Section 4(f) of the DOT Act.
6. Complete and submit the applicable supporting documentation to the State for review and concurrence prior to beginning the next step in the project's development or construction process, as identified in the CTEP Manual.

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

General Provisions:

10. The Grantee shall perform an audit in compliance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq. and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." For local governments and school districts, the Grantee will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau. All other grantees such as Tribal Communities and Non-Profit Organizations will provide the report to the State of Montana, Department of Transportation, Internal Audit Unit.
11. The parties understand and agree that this agreement is subject to the requirements of Section 17-1-106, MCA, which requires the State to fully recover indirect costs (IDC) from the Federal share of costs and any other participating parties. The current IDC rate is 9.13% and the parties further understand and agree that as of October 1, 2009 the Grantee's share of IDC will be paid by MDT per subsection (3). Note: If this project extends across more than one fiscal year, more than one annual rate will be involved, as the rate may change during the life of the project.
12. Except for any suits, claims, actions, losses, costs or damages which are the result of the negligent acts or omissions or misconduct of State employees, the Grantee agrees that it will protect, indemnify, and save harmless the State and Department of Transportation against and from all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), and losses to them from any cause whatever from the project, and including any suits, claims, actions, losses, costs or damages of any kind, including the State and Department's legal expenses, made against the State or Department by anyone arising out of, in connection with, or incidental to the project and its construction or use or maintenance.
13. Severability and Integration – If any single part or parts of this Agreement are determined to be void, the remaining parts will remain valid and operative. This Agreement, as written, expresses the total, final and only agreement of the parties relevant to its subject matter. No provision, expressed or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication shall be a provision of this Agreement unless specifically provided within the written terms herein.
14. This agreement shall become effective upon execution by both parties. It may be modified only by prior written agreement of both parties.

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

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

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

- (5) Sanctions for Noncompliance: In the event of the Grantee's noncompliance with the nondiscrimination provisions of this Agreement, the State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
 - (a) Withholding payments to the Grantee under the Agreement until the Grantee complies, and/or
 - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.

- (6) Incorporation of Provisions: The Grantee will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Grantee will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Grantee is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Grantee may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Grantee or the State may request the United States to enter into such litigation to protect the interests of the United States.

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

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

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

- (1) The Grantee will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.

- (2) The Grantee will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The Grantee will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Grantee. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Grantee."**

- (3) All video recordings produced and created under contract and/or agreement will be closed-captioned.

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

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

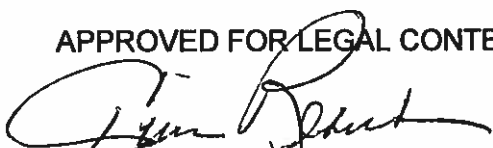
The Grantee, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Grantee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Grantee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

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

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

BY _____, 2014

APPROVED FOR LEGAL CONTENT



MDT Legal Counsel

CITY OF BILLINGS

ATTEST-CITY CLERK

CITY ADMINISTRATOR

[OFFICIAL SEAL]

BROADWATER ELEMENTARY SCHOOL - PROJECT LOCATION
415 Broadwater Avenue
Billings, MT 59101



Regular City Council Meeting

Meeting Date: 09/22/2014

TITLE: W.O. 12-31 East End Industrial Storm Drain Contract Amendment No. 3

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

Staff is requesting that the City Council authorize a contract amendment for professional services with Morrison-Maierle, Inc. to provide engineering services for W.O. 12-31 East End Industrial Area Storm Drain. The purpose of this project is to alleviate surcharging and flooding of the storm drains in 4th and 6th Avenues North. The original contract included an engineering study to determine the alignment, verify the size, and ascertain the constructability for crossing the MRL railroad tracks for the new storm drain pipe. Contract amendment No. 1 included the design and construction administration for the new storm drain, as well as a study on the Yegen Drain to develop potential outfall alternatives that would address capacity issues. Contract Amendment No. 2 was for the design and construction administration for the Yegen Drain option that was determined to be the most cost effective by the study. This Contract Amendment is for the design and construction administration for up-sizing a 36-inch sanitary sewer line in North 15th Street between Montana Avenue and 1st Avenue North. The North 15th Street Interceptor Upgrade was identified in the 2006 Water and Waste Water Master Plan. This one block section of sewer main is near capacity under current peak flow conditions and since the East End Industrial project is installing storm drain and waterline in this section of North 15th Street, it is more efficient to upgrade the sewer line at that time.

ALTERNATIVES ANALYZED

The Council may:

- Approve the Professional Services Contract Amendment No. 3 with Morrison-Maierle; or,
- Do not approve the Professional Services Contract Amendment No. 3 with Morrison-Maierle. If this contract amendment is not approved, surcharging of the sewer line may occur.

FINANCIAL IMPACT

Funding for Contract Amendment No. 3 will be out of Sewer Funds. Contract Amendment No. 3 is in the amount of \$28,966.00. The total contract, including this amendment, with Morrison-Maierle, Inc. is \$1,607,214.00.

RECOMMENDATION

Staff recommends that Council authorize the Mayor to sign Contract Amendment No. 3 for professional services with Morrison-Maierle, Inc. for W.O. 12-31 East End Industrial Area Storm Drain in the amount not to exceed \$28,966.00.

APPROVED BY CITY ADMINISTRATOR

W.O. 12-31 Contract Amendment No. 3



AMENDMENT NO. 3
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
W.O. 12-31
EAST END INDUSTRIAL 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

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

WITNESSETH:

WHEREAS, the City and Contractor have entered into a contract dated June 25, 2013, for Contractor to provide engineering services to the City for Work Order 12-31 East End Industrial Area, and;

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

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

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

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

North 15th Street Sewer Main Improvements

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

Add the following bulleted item under item 2. as follows:

In addition to the above storm drain work, the following water and sewer work is also anticipated:

- Replacement of the existing 36-inch sewer main with a new 42-inch sewer main in North 15th Street from the intersection of North 15th Street and Montana Avenue to the intersection of North 15th Street and 1st Avenue North.

The scope of work included in Tasks 010, 40, 88, 055, 32, 050, and 60 is applicable to these sewer main improvements. In Task 050 – Construction Administration, it is assumed that the second RPR will perform an additional 100 hours of construction observation (14 days / 7 days per week * 50 hours per week) for the sewer main improvements.

Appendix B – Methods and Times of Payment, Section 1.A is amended as follows:

2. Design	\$533,272 <u>\$543,572</u>
3. Bidding	\$14,986
4. Construction	\$640,812 <u>\$656,851</u>
5. Project Closeout	\$17,608

Appendix E – Project Schedule is amended as follows:

B. East End Submittals and Meetings

3. 95% Design Submittal – ~~May 2, 2014~~ November 3, 2014
 - a. Review Meeting – ~~May 16, 2014~~ November 17, 2014
4. Final Submittal – ~~June 1, 2014~~ December 15, 2014
5. Bidding – ~~July 2014~~ January 2015
6. Construction – ~~estimated to start in September 2014~~ estimated to start in March 2015
7. Project Closeout – estimated to be completed with project closeout within two months of expiration of one-year warranty period and no later than ~~July 1, 2016~~ July 1, 2017

Yegen Drain Improvements

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

Add the following paragraph to H. TASK 32 – CONSTRUCTION SURVEY as follows:

2. Reset ten (10) property pins removed during construction of the Yegen Drain improvements. File record of new witness corner for one of the property pins.

Appendix B – Methods and Times of Payment, Section 1.A is amended as follows:

2. Yegen Drain Construction ~~\$122,807~~ \$124,554

Appendix E – Project Schedule is amended as follows:

B. Phase 1 Improvements Submittals and Meetings

5. 95% Design Submittal – ~~September 15, 2014~~ November 3, 2014
 - b. Review Meeting – ~~September 30, 2014~~ November 17, 2014
6. Final Submittal – ~~October 3, 2014~~ December 15, 2014
7. Bidding – ~~October 2014~~ January 2015
8. Construction – ~~November 2014-Spring 2015~~ estimated to start in March 2015
9. Project Closeout – ~~Spring 2015~~ Fall 2015

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

CONSULTANT

NAME: Morrison-Maierle, Inc.

BY: _____

TITLE: Vice President

DATE: _____

CITY OF BILLINGS, MONTANA

BY: _____
City Administrator

DATE: _____

Regular City Council Meeting

Meeting Date: 09/22/2014

TITLE: Ward Ordinance Second Reading - Annexation #14-04

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 located south of Elysian Road and just west of the existing Josephine Crossing Subdivision (Annexation #14-04) on August 25, 2014. This requires a change in the boundaries of Ward III. Two readings are required for this action. The first reading of the ordinance was conducted on September 8, 2014, along with a public hearing. The second reading is scheduled for this meeting.

ALTERNATIVES ANALYZED

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

- Approving the ordinance will modify the boundaries of Ward III to include the property located south of Elysian Road and just west of the existing Josephine Crossing Subdivision.
- Disapproving the ordinance will not modify the boundaries of Ward III and create a problem where property inside the City Limits is not within one of the City Ward Boundaries.

FINANCIAL IMPACT

There is no budget/financial impact from this action.

RECOMMENDATION

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

APPROVED BY CITY ADMINISTRATOR

Ward Boundary 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 III PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

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

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

A tract of land situated in the NW1/4 of Section 20, T.1S., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as a portion of Tract 1A, of the Corrected Certificate of Survey No. 3223, Tract 1 Amended, Recorded December 14, 2005, under Document Number 3360294, of record and on file in the office the Yellowstone County, Clerk and Recorder's, said portion described as follows:

Basis of Bearings being the plat of Josephine Crossing Subdivision, Document No. 3402833. Beginning at the northeast corner of Tract 1A of said Corrected Certificate of Survey No. 3223; thence S 00°11'11" E along the east line of said Tract 1A for a distance of 1858.00 feet; thence leaving said east line, S 89°49'46" W for a distance of 246.00 feet; thence N 00°11'11" W for a distance of 585.63 feet; thence along a curve to the left with a central angle of 27°15'58" and a radius of 480.00 feet, with an arc length of 228.42 feet (chord bearing N 13°49'10" W for a distance of 226.27 feet); thence along a reversing curve to the right with a central angle of 27°15'58" and a radius of 150.00 feet, with an arc length of 71.38 feet (chord bearing N 13°49'10" W for a distance of 70.71 feet); thence N 00°11'11" W for a distance of 983.78 feet to a point on the north line of said Tract 1A, point also being on the south right-of-way line of Elysian Road; thence N 89°49'46" E along said south right-of-way line for a distance of 316.00 feet to the Point of Beginning.

Containing 12.263 gross and net acres more or less.
(# 14-04) See Exhibit "A" Attached

2. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify

the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.

3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

PASSED by the City Council on the first reading this 8th day of September, 2014.

PASSED by the City Council on the second reading this 22nd day of September, 2014.

THE CITY OF BILLINGS:

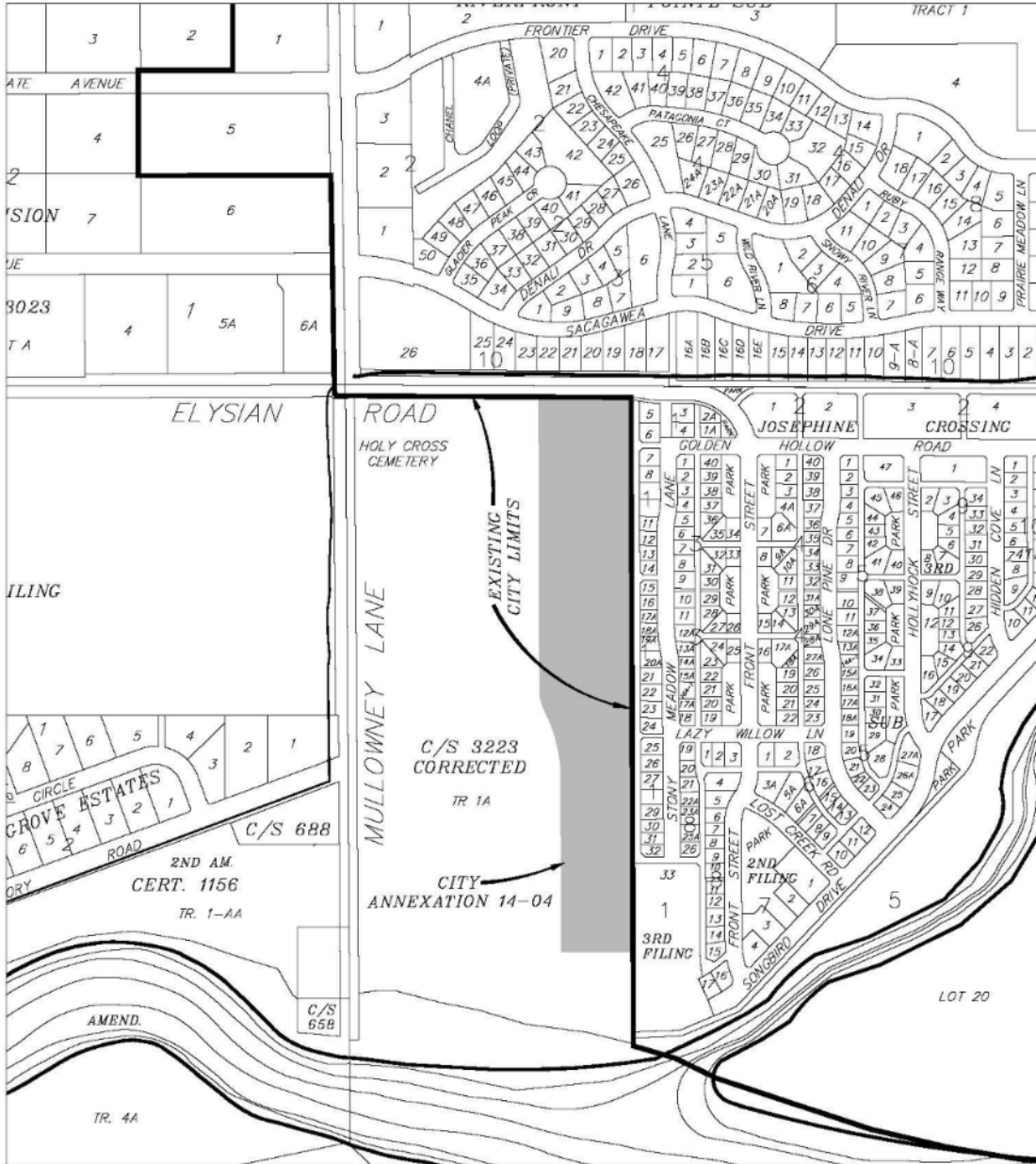
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

(AN 14-04)

EXHIBIT "A"



Regular City Council Meeting

Meeting Date: 09/22/2014

TITLE: Initiate Map Amendment & Zone Change from R96 to R60 for 2707 13th Street West

PRESENTED BY: Tina Volek, City Administrator

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

A 4-plex and a duplex located at 2707 13th Street West were rezoned from multi-family to Residential 9,600 by City initiative in 1972, when current zoning regulations were adopted and the zoning map was revised to be compatible with those regulations. The lots previously had been changed from single family to multi-family zoning in 1970 at the property owner's request, and the buildings were constructed in 1971. They have been rented ever since as income property. Although the 1970 ordinance adopting the original multi-family zoning cannot be located, the property owner, Vaughn Rohrdanz, has documentation of the original zone change, including minutes of the City Council meeting at which it was approved.

The property owner wishes to sell the buildings, and rezoning from R-96 to R-60 is required to make them eligible for financing. BMCC 27-1502 allows proposals to amend the map and change the zoning to be initiated by the City Council or, upon application by the owner, by the Planning Board.

A City Council initiative was created to bring the change forward as a Council proposal.

ALTERNATIVES ANALYZED

City Council may:

- Approve initiating a map amendment and zone change from R96 to R60 for 2707 13th St. West, or;
- Require the property owner to initiate the change through the Planning Board at his own expense;
- Disapprove initiating the amendment and zone change.

FINANCIAL IMPACT

If the Council initiates the change, the City would lose the fee the property owner normally would pay for the process. However, the City rezoned the property in 1972 after he had completed the rezoning from single family to multi-family in 1970.

RECOMMENDATION

Staff recommends the City Council initiate the map amendment and zone change from R-96 to R-60 for 2707 13th St. West.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 09/22/2014

TITLE: Josephine Crossing Subdivision 5th Filing Major Subdivision Preliminary Plat

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

On July 1, 2014, the Planning Division received an application for preliminary plat approval for Josephine Crossing Subdivision 5th Filing. The plat contains 92 lots on approximately 15.35 acres of land generally located south of Elysian Road and west of Stony Meadow Lane. The property is currently vacant land and used for agricultural purposes. The owner is McCall Development, and the representing agent is Sanderson Stewart.

ALTERNATIVES ANALYZED

In accordance with state law, the City Council has 60 working days to act upon this preliminary major plat. The 60 working day review period for the proposed plat ends on September 25, 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-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 Elysian Road and West of Stony Meadow Lane

Legal Description: Tract 1A Amended Certificate of Survey 3223

Owner/Subdivider: McCall Development, Inc.

Engineer and Surveyor: Sanderson Stewart

Existing Zoning: Josephine Crossing Planned Development

Existing land use: Vacant Land/Agricultural use

Proposed land use: Residential

Gross/net area: 15.35 acres / 10.77 acres

Proposed number of lots: 92

Lot size: Max: 9,894 square feet
Min.: 2,238 square feet

Parkland requirements: Parkland required is 1.18 acres the applicant is providing 2.11 acres

STAKEHOLDERS

A public hearing was held at the August 26, 2014, Planning Board meeting. There were some questions from planning board members. One question was whether the subdivision was in the 100 year flood plain and it is not. That portion of property remains under the ownership of the Roman Catholic Diocese as part of its cemetery property. A second question was about the raised and planted berm along the current west edge of Josephine Crossing and what will happen to it. It was explained that it will be removed to accommodate new lots and access to the existing carriage lane. The last question was asked about current ownership of the land. It was pointed out that the current owner is required to sign the subdivision application before it may be submitted for processing. The public hearing was then opened and a representative for the applicant and a representative for the agent were in attendance at the public hearing. No one from the public or surrounding property owners were at the meeting. No one spoke in favor or in opposition of the proposed Josephine Crossing Subdivision, 5th Filing.

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

The Planning Board recommends that the City Council conditionally approve the preliminary major plat of Josephine Crossing Subdivision, 5th Filing, based on the Findings of Fact as presented in the staff report.

Recommended Conditions of Approval:

1. 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.
2. 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 Image](#)

Mayor's Approval Letter

PRELIMINARY PLAT OF

JOSEPHINE CROSSING SUBDIVISION, FIFTH FILING

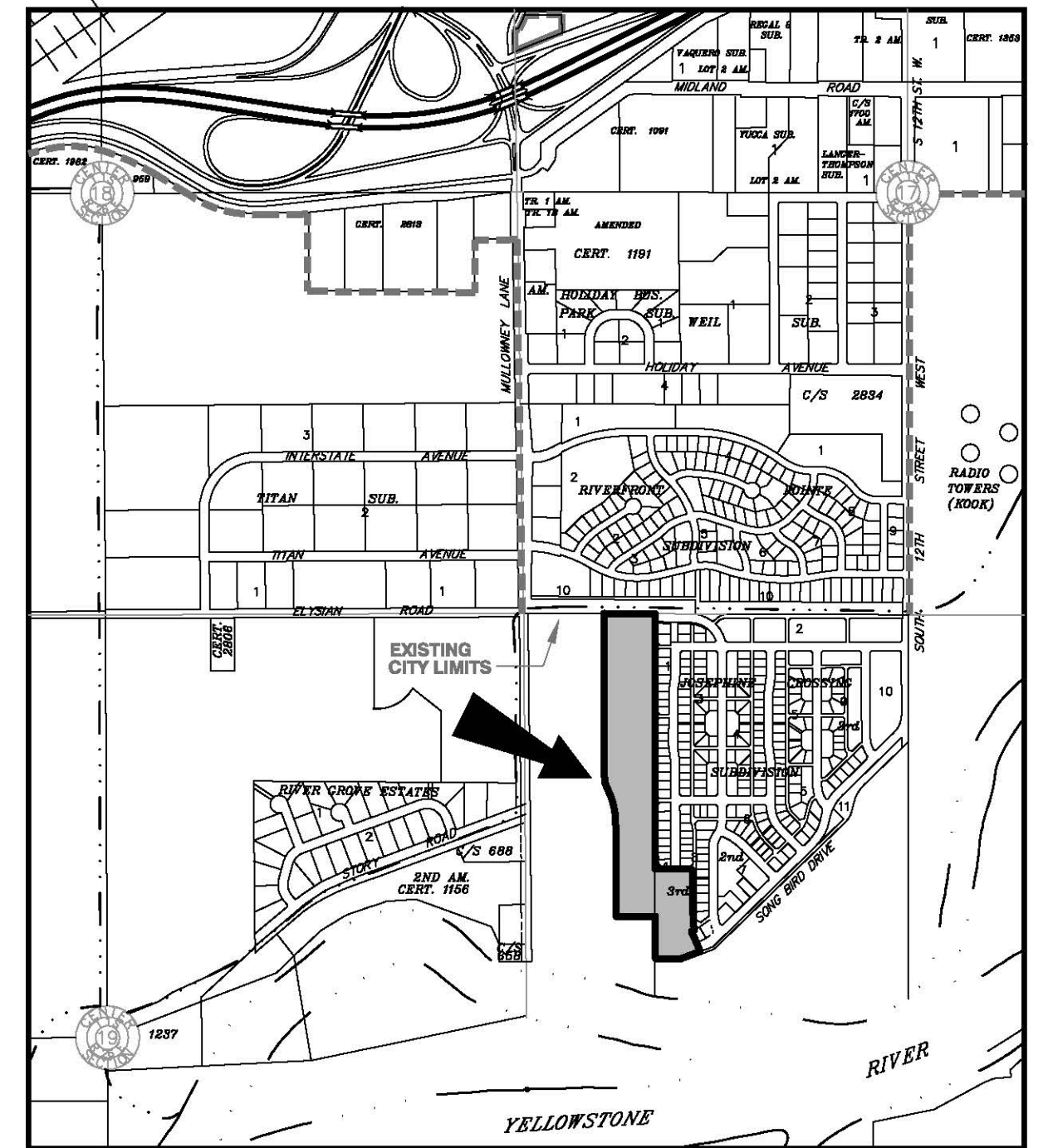
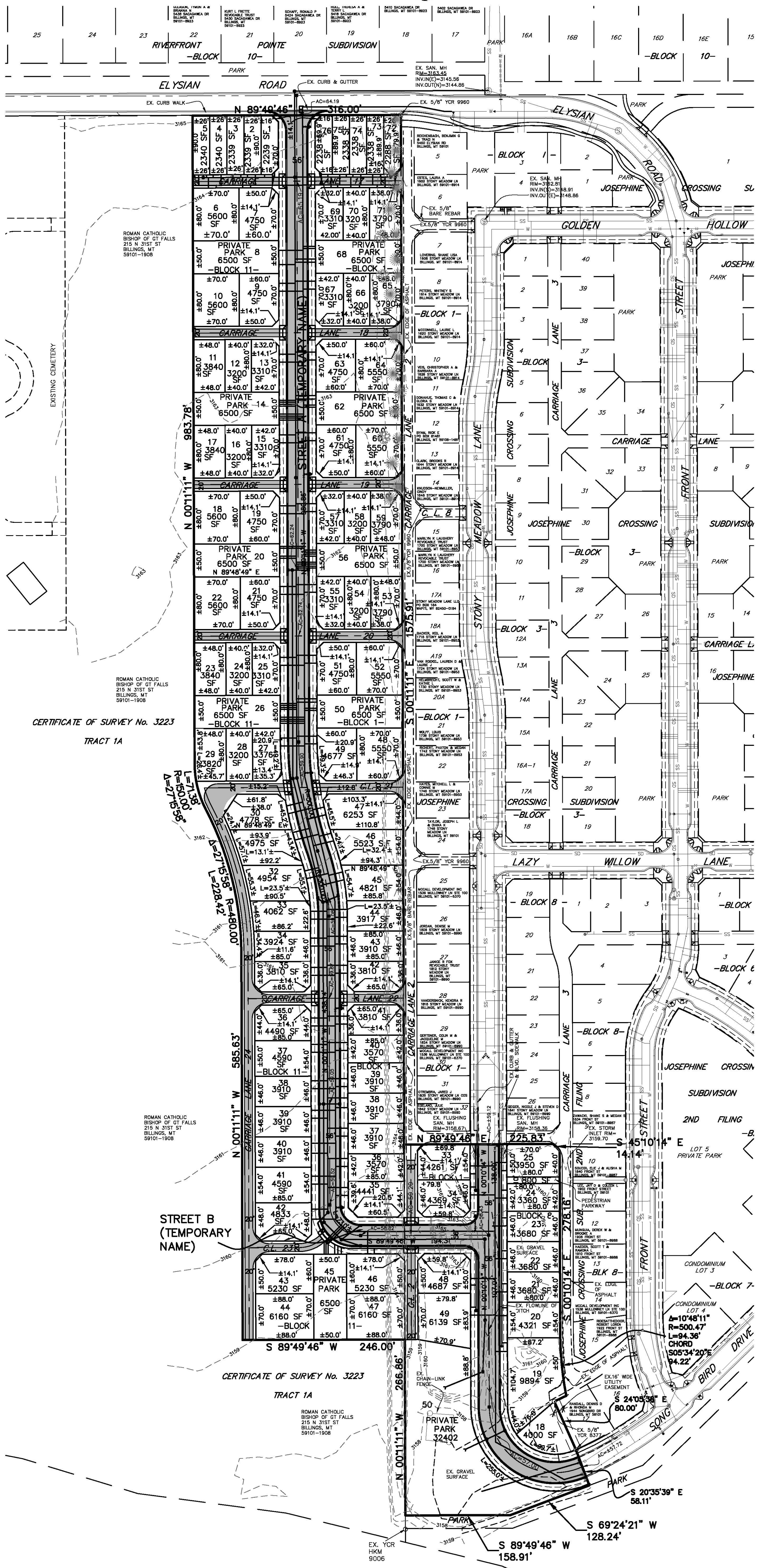
BEING LOT 33A OF THE AMENDED PLAT LOT 33, BLOCK 1 OF JOSEPHINE CROSSING SUBDIVISION, 3RD FILING
SITUATED IN THE NW1/4 OF SECTION 20, T. 1 S., R. 26 E., P.M.M.,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : McCALL DEVELOPMENT, INC.

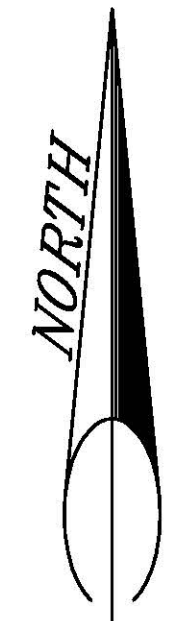
AUGUST, 2014

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



VICINITY MAP
NOT TO SCALE



SCALE: 1"=80'

BASIS OF BEARING: (ORIGINAL PLAT/C.O.S.) OR DETERMINED BY GPS OBSERVATIONS USING SURVEY GRADE RECEIVERS. CONVERGENCE NOT APPLIED TO BEARINGS SHOWN. DISTANCES ARE GROUND DISTANCES.

- FOUND SURVEY MONUMENT, AS NOTED
- SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"
- SET INTERSECTION MONUMENT, 5/8"x18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART BILLINGS MT". WILL BE REPLACED WITH BRASS CAP MONUMENT BOX UPON COMPLETION OF STREET IMPROVEMENTS.

PLAT DATA

GROSS AREA	=	15.35 ACRES
NET AREA = LOTS & PRIVATE PARKS	=	10.77 ACRES
NUMBER OF LOTS	=	92
NUMBER OF PRIVATE PARKS LOTS	=	10
MINIMUM LOT SIZE	=	2,238 SF
MAXIMUM LOT SIZE	=	9894 SF
PEDESTRIAN PARKWAY	=	800 SF
LINEAL FEET OF STREETS & ALLEYS	=	±5,185 L.F.
AREA OF STREETS & ALLEYS	=	4.51 ACRES
EXISTING ZONING	=	PUBLIC & PLANNED UNIT DEVELOPMENT
SURROUNDING ZONING:		
NORTH	=	HIGHWAY COMMERCIAL
SOUTH	=	YELLOWSTONE RIVER/ PUBLIC
EAST	=	PLANNED UNIT DEVELOPMENT
WEST	=	PUBLIC - HOLY CROSS CEMETERY
EXISTING LAND USE	=	AGRICULTURE OPEN
PROPOSED LAND USE	=	RESIDENTIAL DEVELOPMENT

FINDINGS OF FACT

The Planning staff has prepared the following Findings of Fact for the preliminary plat of Josephine Crossing Subdivision, 5th Filing for adoption by the Billings City Council. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the City of Billings Subdivision Regulations (Section 23-303(H), BMCC).

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

1. Effect on agriculture and agricultural water user facilities

The subject property is vacant former cemetery land that has been purchased, and will be annexed and rezoned for this filing. Any irrigation facilities will be modified to continue to provide irrigation to the remaining farmed area to the west. As such, this development should not have a negative effect on agriculture.

2. Effect on local services

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

Sanitary sewer service will be provided by connecting to the existing 24 inch gravity sewer trunk main in Elysian Road east of the subdivision. A lateral sanitary sewer will be extended south from Elysian Road along the new internal street. The subdivider will install new sewer mains in the local street 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 North Western Energy will provide electric services to the subdivision. Easements have been shown on the face of the plat that are acceptable to these utility providers. Many of the private utilities lines will go in the alleys.

- b. **Storm water** – Storm water drainage for the public streets is proposed to be provided by curb and gutters that discharge into perforated storm water pipes and eventually to a detention pond south of the subdivision. Because the subsurface soils are alluvial gravels, a perforated pipe system will help disperse much of the stormwater to the groundwater prior to it reaching the off-site detention pond. These and all other drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Division.
- c. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.

- d. **Streets** – The proposed subdivision would add to the local street network for this subdivision, it will also add another exit for the subdivision. The street is proposed to be built to City standards by providing a 34-foot width, curb/gutters, and boulevard sidewalks. There was a TIS update done for this filing and it is highly recommended that some form of traffic calming measure be considered for the internal roadways within Fifth Filing to help lower vehicle speeds like what was done on other North-South streets in the previous filings of Josephine Crossing.

A Traffic Impact Study (TIS) was completed with the original Master Plan in order to evaluate the subdivision's impact on the street network in the surrounding area. In the update to the original TIS provided by the developer for the 5th Filing, it recommends the developer should be responsible for 3.0 percent of the cost of future improvements at the intersection of the Midland Road and Mallowney Lane, as well as 3.8 percent of the cost of future improvements at the intersection of Elysian Road and Mallowney Lane. City engineering staff was satisfied with this update, and has indicated they will work with the developer on these measures. One of the areas identified for improvement is the intersection of Mallowney Lane and Midland Road. It would be improved to acceptable levels of service with the addition of a second northbound through lane at this intersection. A turn lane onto Elysian Road from Mallowney Lane headed east has been installed as recommended by the TIS.

- e. **Emergency services** – The Billings Police and Fire Department will respond to emergencies within the proposed subdivision. The nearest fire stations are located 476 6th St. West (Station #4) and 604 S. 24th St. West (Station #5). Fire Department staff has reviewed the proposal and have approved the proposed layout of the subdivision. It meets their requirements for maximum distance from a public road to structures which is 150 feet. The Billings Police noted in comments that “continued development will eventually require additional resources to maintain current levels of service”. The subdivision is located within the ambulance service area of American Medical Response (AMR).
- f. **Schools** – School District #23 (Elysian Elementary) provides educational services to elementary through middle school students. Previous responses from Elysian indicated that due to their recent increase in student body (primarily from Josephine Crossing Sub. and Riverfront Pointe Sub. to the north), the district voters approved a \$250,000 school bond in 2011 and a then another \$10 million bond in March 2013. The school board is carrying out plans to build additional class rooms and common area at their current site, as well as improve the school's water and sewer systems. The developers of Josephine Crossing have indicated that they are closely participating in these expansion plans. Senior High School (School District #2) would serve as the high school for this subdivision.
- g. **Parks and Recreation** – Residential subdivisions creating lots with housing densities less than one dwelling unit per ½-acre are required by State and local laws to dedicate 11% of the net land area (or provide an equivalent cash contribution) for parkland.

Additional provisions in the laws allow this dedication of parkland to be waived if “the subdivision provides for a planned unit development or other development with land permanently set aside for park and recreational uses sufficient to meet the needs of the persons who will ultimately reside in the development; and the land and any improvements set aside for park purpose equals or exceeds the area [otherwise required].” When the Josephine Crossing Master Plan was originally reviewed and the Planned Development documents were approved and adopted by the City, parkland provisions were established as an integral part of the neighborhood. Overall, more than 11% of the land area in the entire Planned Development is being provided for parkland, and the developers have improved the parkland with turf, irrigation, and numerous recreation facilities and features. This park area will be privately owned and maintained by the very active Homeowners’ Association for the subdivision. This filing is also providing private park area that will be planted and irrigated and maintained by the Homeowners association. They are providing 13.7% of total land of the 5th filing as parkland, 2.11 acres.

- h. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision and has indicated that centralized mailbox units will be required as were installed for the previous filings of this subdivision. A note in the SIA acknowledges this, and indicates the developer’s intent to coordinate mailbox locations with the postal service.

3. Effect on the natural environment

The subject property is currently farmed and slopes to the south toward the Yellowstone River. The 100-year flood plain as identified by FEMA is adjacent to the subject property; however none of it is located within the area of proposed subdivision.

4. Effect on wildlife and wildlife habitat

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

5. Effect on the public health, safety and welfare

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

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

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-210, MCA.

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

1. Yellowstone County-City of Billings 2008 Growth Policy

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

- a. Goal: More housing and business choices within each neighborhood (p. 6).
- b. Goal: New developments that are sensitive to and compatible with the character of adjacent City neighborhoods and County townsites (p. 6).
- c. Goal: Protect and increase the availability of public access to natural areas and trails along the River (p. 10).
- d. Goal: Safe, functional, and attractive streets for all users, including drivers, bicyclists and pedestrians (p. 13).
- e. Goal: Healthy, safe neighborhoods and communities with sense of pride (p. 15).

2. Urban Area Transportation Plan 2010 Update

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

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

The proposed subdivision lies within the jurisdiction of the BABTMP. A trail corridor on the south and east sides of the property exists within parkland dedicated to the City in the first filing of this subdivision. These trails connect the subdivision to “Norm’s Island” and Riverfront Park. It is presently a soft surfaced trail and no immediate plans to improve it have been proposed. The identified trail is on the south end of this development and is identified on the plat in connection with this proposed filing. The trail would continue on to the west but is identified on others property and not part of this filing.

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

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

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

The subject property will be located within the Josephine Crossing Planned Development zoning district. A Master Plan and Planned Development Agreement (PDA) were established in 2006 specifying land use allowances and restrictions. This proposal will be added to the PDA and substantially complies with the Master Plan and PDA.

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

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

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

Legal and physical access is provided to the proposed lots from Elysian Road and connects to the other road within the existing Josephine Crossing Subdivision.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Josephine Crossing Subdivision, 5th Filing does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several of the goals and policies of the 2008 Growth Policy Update and does not conflict with the Transportation Plan or Billings Area Bikeways and Trail Master Plan.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.



Subject
Property

Mayor's Approval Letter—Josephine Crossing Subdivision, 5th Filing

September 23, 2014

McCall Development, Inc.
1536 Mallowney Lane, Suite 100
Billings, MT 59102

Dear Property Owners:

On September 22, 2014, the Billings City Council conditionally approved the preliminary plat of Josephine Crossing Subdivision, 5th Filing, subject to the following conditions of approval:

1. 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.
2. 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 Dave Green at (406) 247-8666 or by email at greend@ci.billings.mt.us

Sincerely,

Thomas W. Hanel, Mayor

Pc: Gary Owen, Sanderson Stewart

Regular City Council Meeting

Meeting Date: 09/22/2014

TITLE: Payment of Claims August 25, 2014

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$2,449,403.08 have been audited and are presented for City Council payment approval. A complete listing of the claims dated August 25, 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 Report 08-25

Check Date	Check	Name	Amount	Account	Item Desc
08/25/2014	777925	Ace Electric Inc	\$3,635.28	5410-31220-403660	outlet for plasma cutter at sw shop
08/25/2014	777925	Ace Electric Inc	\$90,572.63	5030-74910-409390	WO 13-17 WTP T2-1 and T2-2 Transformer Replacement
08/25/2014	777933	Arrow Striping & Manufacturing Inc	\$3,560.00	2110-31320-402340	glass beads for paint striping
08/25/2014	777938	Billings Depot Inc	\$5,366.67	6600-31100-405310	Rent
08/25/2014	777938	Billings Depot Inc	\$8,050.00	6700-31410-405310	Rent
08/25/2014	777943	Border States Electric	\$53.63	2110-31320-402410	voltage tester
08/25/2014	777943	Border States Electric	\$157.24	6010-00000-141000	907617565 PO NUM 295753
08/25/2014	777943	Border States Electric	\$31,825.00	5120-84000-403553	RS View Software
08/25/2014	777943	Border States Electric	\$40,410.00	5020-74000-403553	RS View Software
08/25/2014	777943	Border States Electric	\$5,080.80	5120-84000-403553	RS View Software
08/25/2014	777943	Border States Electric	\$10.59	5120-84000-403553	Shipping charges
08/25/2014	777943	Border States Electric	\$3,333.48	5020-00000-141000	ELECTRICAL FOR WTP & WWTP PO NUM 295879
08/25/2014	777943	Border States Electric	\$112.40	5020-73120-402410	Probe kit
08/25/2014	777943	Border States Electric	\$20.04	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 295884
08/25/2014	777943	Border States Electric	\$472.03	5020-00000-141000	ELECTRICAL FOR WTP & WWTP PO NUM 295884
08/25/2014	777943	Border States Electric	\$193.31	5120-84300-402360	Ground lugs
08/25/2014	777943	Border States Electric	\$30.85	5410-31220-402320	907625125
08/25/2014	777943	Border States Electric	\$481.47	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 295970
08/25/2014	777943	Border States Electric	\$3,006.73	5020-00000-141000	ELECTRICAL FOR WTP & WWTP PO NUM 295970
08/25/2014	777949	Business Tax Section	\$2,802.44	5130-85910-409340	WO 14-01 Sanitary Sewer Main Replacement Schedule 2
08/25/2014	777949	Business Tax Section	\$4,712.79	5030-75910-409340	WO 14-01 2014 Water Projects Sch 1B & 1C
08/25/2014	777949	Business Tax Section	\$1,405.16	4700-31610-409310	SID 1395 Boca Raton Road
08/25/2014	777949	Business Tax Section	\$267.77	2050-31310-409310	SID 1395 Boca Raton Road
08/25/2014	777949	Business Tax Section	\$914.87	5030-74910-409390	WO 13-17 WTP T2-1 & T2-2 Transformer Replacement
08/25/2014	777949	Business Tax Section	\$7,804.60	5030-75910-409340	WO 14-01 2014 Water Main Replacement and Storm Drain
08/25/2014	777949	Business Tax Section	\$45.80	5020-74000-402450	Reroofing #2 Low Service Pump Station & Screenhouse
08/25/2014	777949	Business Tax Section	\$92.50	5030-75910-409340	PBW001 - Temporary Water Luther Circle
08/25/2014	777950	Carquest Auto Parts	\$103.09	5410-31220-402320	1910-317518
08/25/2014	777950	Carquest Auto Parts	\$327.38	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 295977
08/25/2014	777950	Carquest Auto Parts	\$35.22	5120-84000-402320	NONSTOCKING ITEMS-P.U.D.
08/25/2014	777950	Carquest Auto Parts	\$54.33	6010-00000-141000	1910-318294 PO NUM 295754
08/25/2014	777950	Carquest Auto Parts	\$18.60	0100-51120-402320	1910-317788
08/25/2014	777950	Carquest Auto Parts	\$66.14	5410-31230-402320	1910-318081
08/25/2014	777950	Carquest Auto Parts	\$11.92	1500-21120-402320	1910-318120
08/25/2014	777950	Carquest Auto Parts	\$10.23	1500-21720-402320	1910-318120
08/25/2014	777950	Carquest Auto Parts	\$31.49	5410-31230-402320	1910-318245
08/25/2014	777950	Carquest Auto Parts	\$48.78	2110-31320-402320	1910-318247
08/25/2014	777950	Carquest Auto Parts	\$2.85	0100-51120-402320	1910-318287
08/25/2014	777950	Carquest Auto Parts	\$96.70	1500-21120-402320	1910-318327
08/25/2014	777950	Carquest Auto Parts	\$81.10	1500-21120-402320	1910-318353
08/25/2014	777950	Carquest Auto Parts	\$13.20	6010-00000-141000	1910-317653 PO NUM 295754
08/25/2014	777950	Carquest Auto Parts	\$63.40	1500-21120-402320	1910-317653
08/25/2014	777950	Carquest Auto Parts	\$63.24	5410-31220-402320	1910-318392
08/25/2014	777950	Carquest Auto Parts	\$37.68	5710-71440-402320	1910-317167
08/25/2014	777950	Carquest Auto Parts	\$103.74	0100-51120-402320	1910-318414
08/25/2014	777950	Carquest Auto Parts	\$318.15	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 295973
08/25/2014	777950	Carquest Auto Parts	\$62.77	2110-31320-402320	1910-316524
08/25/2014	777950	Carquest Auto Parts	\$105.68	0100-51120-402320	1910-316674
08/25/2014	777950	Carquest Auto Parts	\$14.00	1500-21120-402320	1910-316841
08/25/2014	777950	Carquest Auto Parts	-\$19.00	0100-51120-402320	1910-316911
08/25/2014	777950	Carquest Auto Parts	\$37.29	1500-21120-402320	1910-316957
08/25/2014	777950	Carquest Auto Parts	-\$10.00	1500-21120-402320	1910-317037
08/25/2014	777950	Carquest Auto Parts	\$42.68	1500-21120-402320	1910-317149
08/25/2014	777950	Carquest Auto Parts	\$24.31	0100-51120-402320	1910-317367
08/25/2014	777950	Carquest Auto Parts	\$145.26	1500-21120-402320	1910-317438
08/25/2014	777950	Carquest Auto Parts	\$22.42	5410-31220-402320	1910-317590
08/25/2014	777950	Carquest Auto Parts	\$24.24	6010-15530-402650	1935-351902
08/25/2014	777950	Carquest Auto Parts	\$3.10	5120-85000-402320	NONSTOCKING ITEMS-P.U.D.
08/25/2014	777950	Carquest Auto Parts	\$29.55	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 295909
08/25/2014	777950	Carquest Auto Parts	\$426.65	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 295881
08/25/2014	777950	Carquest Auto Parts	\$5.03	5020-75000-402410	Switch
08/25/2014	777950	Carquest Auto Parts	\$136.68	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 295918
08/25/2014	777950	Carquest Auto Parts	\$97.00	6010-00000-141000	1910-316779 PO NUM 295754
08/25/2014	777950	Carquest Auto Parts	\$39.20	6010-00000-141000	1910-316890 PO NUM 295754
08/25/2014	777950	Carquest Auto Parts	\$15.38	6010-00000-141000	1910-317112 PO NUM 295754
08/25/2014	777950	Carquest Auto Parts	\$288.90	6010-00000-141000	1910-317367 PO NUM 295754
08/25/2014	777950	Carquest Auto Parts	\$47.82	6010-00000-141000	1910-317566 PO NUM 295754
08/25/2014	777950	Carquest Auto Parts	\$15.11	5020-73140-402410	Shop tools
08/25/2014	777950	Carquest Auto Parts	\$5.03	5120-83140-402410	Shop tools
08/25/2014	777950	Carquest Auto Parts	\$150.74	5020-73140-402450	Betco shop floor machine
08/25/2014	777950	Carquest Auto Parts	\$50.24	5120-83140-402450	Betco shop floor machine
08/25/2014	777950	Carquest Auto Parts	\$9.82	5020-75000-402290	Lift support
08/25/2014	777950	Carquest Auto Parts	\$6.55	5120-85000-402290	Lift support
08/25/2014	777950	Carquest Auto Parts	\$474.00	6010-00000-141000	1910-315627 PO NUM 295754
08/25/2014	777950	Carquest Auto Parts	\$17.00	6010-00000-141000	1910-315760 PO NUM 295754
08/25/2014	777950	Carquest Auto Parts	-\$282.24	6010-00000-141000	1910-315847 PO NUM 295754

Check Date	Check	Name	Amount	Account	Item Desc
08/25/2014	777950	Carquest Auto Parts	\$37.48	6010-00000-141000	1910-316227 PO NUM 295754
08/25/2014	777950	Carquest Auto Parts	\$4.15	2110-31320-402320	1910-315671
08/25/2014	777950	Carquest Auto Parts	\$4.23	5410-31220-402320	1910-315671
08/25/2014	777950	Carquest Auto Parts	\$42.52	5410-31220-402320	1910-315674
08/25/2014	777950	Carquest Auto Parts	\$32.94	2090-44520-402320	1910-315688
08/25/2014	777950	Carquest Auto Parts	\$52.60	1500-22260-402320	1910-315742
08/25/2014	777950	Carquest Auto Parts	\$50.39	2110-31320-402320	1910-315852
08/25/2014	777950	Carquest Auto Parts	\$90.14	5410-31220-402320	1910-315855
08/25/2014	777950	Carquest Auto Parts	\$11.69	5410-31220-402320	1910-316000
08/25/2014	777950	Carquest Auto Parts	\$19.30	6200-19110-402320	1910-316000
08/25/2014	777950	Carquest Auto Parts	\$3.52	2110-31320-402320	1910-316008
08/25/2014	777950	Carquest Auto Parts	\$5.67	5410-31220-402320	1910-316227
08/25/2014	777950	Carquest Auto Parts	\$45.99	6700-31410-402320	1910-316499
08/25/2014	777950	Carquest Auto Parts	\$45.98	5410-31220-402320	1935-350178
08/25/2014	777950	Carquest Auto Parts	\$138.28	6010-00000-141000	1910-316638 PO NUM 295754
08/25/2014	777950	Carquest Auto Parts	\$291.92	6010-00000-141000	1910-316771 PO NUM 295754
08/25/2014	777950	Carquest Auto Parts	\$34.00	2110-31320-402320	1910-316750
08/25/2014	777950	Carquest Auto Parts	\$11.89	5020-75000-402320	NONSTOCKING ITEMS-P.U.D.
08/25/2014	777952	Commercial Roofing	\$4,534.20	5020-74000-402450	Reroofing #2 Low Service Pump Station & Screenhouse
08/25/2014	777953	Cop Construction Co	\$277,442.22	5130-85910-409340	WO 14-01 Sanitary Sewer Main Replacement Schedule 2
08/25/2014	777953	Cop Construction Co	\$466,566.21	5030-75910-409340	WO 14-01 2014 Water Projects Sch 1B & 1C
08/25/2014	777955	CTA Inc	\$3,106.86	5620-71200-409290	Amendment 1 Engineers for Architectural Services for the
08/25/2014	777955	CTA Inc	\$7,110.68	4050-71250-409683	AIP-47 Security Access Gates - Federal Share
08/25/2014	777955	CTA Inc	\$790.07	4050-71250-409684	AIP-47 Security Access Gates - Local Share
08/25/2014	777956	Cummins Rocky Mountain Llc	\$716.50	5120-85000-402320	004-87489
08/25/2014	777956	Cummins Rocky Mountain Llc	\$8.15	2600-55170-402320	004-89592
08/25/2014	777956	Cummins Rocky Mountain Llc	\$14.13	5410-31220-402320	004-89413
08/25/2014	777956	Cummins Rocky Mountain Llc	\$15.00	5410-31220-402320	004-89413
08/25/2014	777956	Cummins Rocky Mountain Llc	\$192.66	5410-31220-402320	004-89479
08/25/2014	777956	Cummins Rocky Mountain Llc	\$107.71	5410-31220-402320	004-89481
08/25/2014	777956	Cummins Rocky Mountain Llc	\$1,559.20	5410-31220-402320	004-89927
08/25/2014	777959	DataProse LLC	\$6,317.17	5020-73110-403110	Monthly statement processing and postage
08/25/2014	777959	DataProse LLC	\$2,009.59	5020-73110-403111	Monthly statement processing and postage
08/25/2014	777959	DataProse LLC	\$4,211.45	5120-83110-403110	Monthly statement processing and postage
08/25/2014	777959	DataProse LLC	\$1,339.73	5120-83110-403111	Monthly statement processing and postage
08/25/2014	777961	Dell Computer L P	\$6,207.24	1500-21500-402925	(6) Dell OptiPlex 3020 (No monitors)
08/25/2014	777961	Dell Computer L P	\$202.49	0100-15120-402925	Dell 23 inch monitor
08/25/2014	777961	Dell Computer L P	\$1,294.96	2990-65010-407270	Dell OptiPlex 7010 Vista 10
08/25/2014	777964	Dowl Hkm	\$5,127.50	8450-31860-409310	WO 09-12 Inner Belt Loop - Materials testing
08/25/2014	777964	Dowl Hkm	\$2,080.00	8400-31840-409310	WO 14-14 Reflections at Copper Ridge Pond
08/25/2014	777964	Dowl Hkm	\$172.50	8450-31860-409310	WO 09-12 Inner Belt Loop; Materials Testing Inv 12
08/25/2014	777964	Dowl Hkm	\$7,617.23	8450-31860-409310	WO 09-12 Inner Belt Loop ; Material Testing Inv 13
08/25/2014	777984	HDR, Inc.	\$8,012.55	5130-84910-409390	WO 14-07 WWTP Emergency Electrical Upgrades
08/25/2014	777984	HDR, Inc.	\$1,145.42	5020-72110-403540	DRINKING WATER SOURCE STU DY
08/25/2014	777984	HDR, Inc.	\$50,098.60	5130-84910-409390	WO 14-11 WWTP Nutrient Upgrade Expansion &
08/25/2014	777987	Hydrotech	\$9,157.50	5030-75910-409340	PBW001 - Temporary Water Luther Circle
08/25/2014	777988	Iaff	\$4,485.35	9000-00000-209920	Payroll Summary
08/25/2014	777989	Ingram Library Services Inc.	\$100.00	2600-55190-403226	Inv 79607176
08/25/2014	777989	Ingram Library Services Inc.	\$100.00	2600-55190-403227	Inv 79607176
08/25/2014	777989	Ingram Library Services Inc.	\$100.00	2600-55190-403333	Inv 79607176
08/25/2014	777989	Ingram Library Services Inc.	\$4.79	2600-55190-403226	Inv 79658907
08/25/2014	777989	Ingram Library Services Inc.	\$40.08	2600-55190-403333	Inv 79658908
08/25/2014	777989	Ingram Library Services Inc.	\$60.86	2600-55190-403226	Inv 79658909
08/25/2014	777989	Ingram Library Services Inc.	\$62.95	2600-55190-403227	Inv 79658910
08/25/2014	777989	Ingram Library Services Inc.	\$40.99	2600-55190-403241	Inv 79658911
08/25/2014	777989	Ingram Library Services Inc.	\$11.79	2600-55190-403255	Inv 79658912
08/25/2014	777989	Ingram Library Services Inc.	\$39.54	2600-55140-402280	Inv 79658913
08/25/2014	777989	Ingram Library Services Inc.	\$216.00	2600-55190-403227	Inv 79658913
08/25/2014	777989	Ingram Library Services Inc.	\$16.49	2600-55190-403222	Inv 79658914
08/25/2014	777989	Ingram Library Services Inc.	\$1,621.80	2600-55190-403226	Inv 79658914
08/25/2014	777989	Ingram Library Services Inc.	\$89.70	2600-55190-403226	Inv 79658915
08/25/2014	777989	Ingram Library Services Inc.	\$27.84	2600-55190-403226	Inv 79704048
08/25/2014	777989	Ingram Library Services Inc.	\$16.51	2600-55190-403226	Inv 79704049
08/25/2014	777989	Ingram Library Services Inc.	\$17.94	2600-55190-403227	Inv 79701050
08/25/2014	777989	Ingram Library Services Inc.	\$63.72	2600-55190-403226	Inv 79704051
08/25/2014	777989	Ingram Library Services Inc.	\$1,389.78	2600-55190-403227	Inv 79704052
08/25/2014	777989	Ingram Library Services Inc.	\$538.96	2600-55190-403226	Inv 79704053
08/25/2014	777989	Ingram Library Services Inc.	\$59.25	2600-55190-403226	Inv 79704054
08/25/2014	777989	Ingram Library Services Inc.	\$238.31	2600-55190-403255	Inv 79704054
08/25/2014	777989	Ingram Library Services Inc.	\$103.69	2600-55190-403333	Inv 79704054
08/25/2014	777990	Integrated Information Solutions Inc.	\$4,732.26	6200-19110-405370	Hardware Maintenance Agreement 7/30/14-7/29/16 1726-Hc4 SN K012V 1727-HC1 SN KOAMX 8677-HC1 SN NPKNM

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08/25/2014	777990	Integrated Information Solutions Inc.	\$1,181.46	6200-19110-405370	Hardware Maintenance 7/30/14-7/29/16 7870-AC1 SN A2710 7870-AC1 SN A2711 7870-AC1 SN A2712
08/25/2014	777993	Jem Contracting, Inc	\$139,110.23	4700-31610-409310	SID 1395 Boca Raton Road
08/25/2014	777993	Jem Contracting, Inc	\$26,508.97	2050-31310-409310	SID 1395 Boca Raton Road
08/25/2014	777997	Kemira Water Solutions, Inc	\$77,333.89	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 296066
08/25/2014	777999	Knife River (JTL Group Inc.)	\$63.07	2110-31320-404520	1 1/2" crushed base
08/25/2014	777999	Knife River (JTL Group Inc.)	\$14,146.51	2110-31320-404710	asphalt
08/25/2014	777999	Knife River (JTL Group Inc.)	\$5,381.42	2110-31320-404710	asphalt
08/25/2014	777999	Knife River (JTL Group Inc.)	\$549.74	2110-31320-404520	1 1/2" crushed base for gravel streets and alleys
08/25/2014	777999	Knife River (JTL Group Inc.)	\$61.78	2110-31320-404520	1 1/2" crushed base for gravel streets and alleys
08/25/2014	777999	Knife River (JTL Group Inc.)	\$109.19	2110-31320-404710	asphalt
08/25/2014	777999	Knife River (JTL Group Inc.)	\$316.59	2110-31320-404710	asphalt
08/25/2014	778018	Miller Trois LLC	\$1,801.32	0100-43210-405311	I15-002797 Planning & Community Services September
08/25/2014	778018	Miller Trois LLC	\$5,908.86	2090-44510-405311	I15-002797 Planning & Community Services September
08/25/2014	778018	Miller Trois LLC	\$3,918.84	2400-43010-405311	I15-002797 Planning & Community Services September
08/25/2014	778018	Miller Trois LLC	\$3,851.45	2740-67800-405310	I15-002797 Planning & Community Services September
08/25/2014	778018	Miller Trois LLC	\$798.55	2900-65010-405310	I15-002797 Planning & Community Services September
08/25/2014	778020	Montana CSED	\$3,979.32	9000-00000-209926	Payroll Summary
08/25/2014	778027	Montana State Fireman's Assoc	\$3,390.85	9000-00000-209924	Payroll Summary
08/25/2014	778038	New World Systems	\$2,225.21	1500-21500-402140	New World Travel Expenses 7/19/14 Tiara Oger CAD \$2466.39 7/12/14 Rico Castro Police/Sheriff \$2173.60 7/26/14 David Wright Mobile Field Conv Police/Sheriff \$2276.82
08/25/2014	778038	New World Systems	\$2,466.39	2250-22320-403590	New World Travel Expenses 7/19/14 Tiara Oger CAD \$2466.39 7/12/14 Rico Castro Police/Sheriff \$2173.60 7/26/14 David Wright Mobile Field Conv Police/Sheriff \$2276.82
08/25/2014	778038	New World Systems	\$2,225.21	6200-19110-405370	New World Travel Expenses 7/19/14 Tiara Oger CAD \$2466.39 7/12/14 Rico Castro Police/Sheriff \$2173.60 7/26/14 David Wright Mobile Field Conv Police/Sheriff \$2276.82
08/25/2014	778042	NorthWestern Energy	\$1,235.70	5020-74000-403410	11164522
08/25/2014	778042	NorthWestern Energy	\$1,224.87	6500-15660-403410	11608023
08/25/2014	778042	NorthWestern Energy	\$2,039.21	6500-15660-403410	11608049
08/25/2014	778042	NorthWestern Energy	\$4,225.22	6500-15660-403410	12693917
08/25/2014	778042	NorthWestern Energy	\$0.28	2110-31320-403410	17403577
08/25/2014	778042	NorthWestern Energy	\$0.67	2110-31320-403410	17488966
08/25/2014	778042	NorthWestern Energy	\$36.15	0100-51120-403410	18366666
08/25/2014	778042	NorthWestern Energy	\$220.70	5120-85000-403410	822 Shiloh Crossing
08/25/2014	778042	NorthWestern Energy	\$1,657.03	0100-51120-403410	07222870
08/25/2014	778042	NorthWestern Energy	\$16,707.37	5020-74000-403410	07230402
08/25/2014	778042	NorthWestern Energy	\$1,248.40	0100-51120-403410	07230451
08/25/2014	778042	NorthWestern Energy	\$7.40	5020-74000-403410	07230592
08/25/2014	778042	NorthWestern Energy	\$7.85	5610-71170-403410	0712805-1. IP-10. August 2014
08/25/2014	778042	NorthWestern Energy	\$25.06	5610-71130-403410	1647695-4. De Icer. August 2014
08/25/2014	778042	NorthWestern Energy	\$1,887.67	5610-71130-403410	0100483-7. Runway Lights. August 2014
08/25/2014	778042	NorthWestern Energy	\$1,647.06	5610-71130-403410	0100484-5. ARFF Facility. August 2014
08/25/2014	778042	NorthWestern Energy	\$47.06	5610-71170-403410	1138926-9. Aero Interiors. August 2014
08/25/2014	778042	NorthWestern Energy	\$9.25	5610-71170-403410	1264299-7. Old Hertz CW. August 2014
08/25/2014	778042	NorthWestern Energy	\$7.85	5610-71170-403410	1341289-5. Old Thrifty/Dollar CW. August 2014
08/25/2014	778042	NorthWestern Energy	\$202.55	5610-71170-403410	1341295-2. Big Sky Ground. August 2014
08/25/2014	778042	NorthWestern Energy	\$933.39	5610-71170-403410	1669567-8. TSA Building. August 2014
08/25/2014	778042	NorthWestern Energy	\$1,657.95	5610-71190-403410	1993430-6. QTA Car Wash. August 2014
08/25/2014	778042	NorthWestern Energy	\$361.84	5610-71190-403410	2001846-1. QTA Mud Wash. August 2014
08/25/2014	778042	NorthWestern Energy	\$240.15	5610-71190-403410	2001848-7. Detail Bay 1 Hertz. August 2014
08/25/2014	778042	NorthWestern Energy	\$234.92	5610-71190-403410	2001855-2. Detail Bay 2 National/Alamo. August 2014
08/25/2014	778042	NorthWestern Energy	\$159.57	5610-71190-403410	2001862-8. Detail Bay 3 Enterprise. August 2014
08/25/2014	778042	NorthWestern Energy	\$191.72	5610-71190-403410	2001865-1. Detail Bay 4 Avis/Budget. August 2014
08/25/2014	778042	NorthWestern Energy	\$110.93	5610-71190-403410	2001867-7. Detail Bay 5 Thrifty/Dollar. August 2014
08/25/2014	778041	NorthWestern Energy	\$10,283.81	2110-31320-403410	Signal Bills - July 2014
08/25/2014	778041	NorthWestern Energy	\$486.24	8100-31830-403410	SILMD 008 ACCT# 0712544-6
08/25/2014	778041	NorthWestern Energy	\$497.91	8100-31830-403410	SILMD 009 ACCT# 0712545-3
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08/25/2014	778041	NorthWestern Energy	\$95.01	8100-31830-403410	SILMD 018 ACCT# 0712554-5
08/25/2014	778041	NorthWestern Energy	\$410.91	8100-31830-403410	SILMD 095 ACCT# 0712556-0
08/25/2014	778041	NorthWestern Energy	\$12,919.45	8100-31830-403410	SILMD 097 ACCT# 0712557-8
08/25/2014	778041	NorthWestern Energy	\$1,586.61	8100-31830-403410	SILMD 099 ACCT# 0712558-6
08/25/2014	778041	NorthWestern Energy	\$2,429.63	8100-31830-403410	SILMD 100 ACCT# 0712559-4
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08/25/2014	778041	NorthWestern Energy	\$215.12	8100-31830-403410	SILMD 115 ACCT# 0712564-4
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08/25/2014	778041	NorthWestern Energy	\$941.11	8100-31830-403410	SILMD 124 ACCT# 0712573-5
08/25/2014	778041	NorthWestern Energy	\$376.45	8100-31830-403410	SILMD 125 ACCT# 0712574-3
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08/25/2014	778041	NorthWestern Energy	\$897.36	8100-31830-403410	SILMD 157 ACCT# 0712600-6
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08/25/2014	778041	NorthWestern Energy	\$1,035.40	8100-31830-403410	SILMD 161 ACCT# 0712604-8
08/25/2014	778041	NorthWestern Energy	\$59.64	8100-31830-403410	SILMD 162 ACCT# 0712605-5
08/25/2014	778041	NorthWestern Energy	\$654.60	8100-31830-403410	SILMD 163 ACCT# 0712606-3
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08/25/2014	778041	NorthWestern Energy	\$860.47	8100-31830-403410	SILMD 165 ACCT# 0712608-9
08/25/2014	778041	NorthWestern Energy	\$230.09	8100-31830-403410	SILMD 167 ACCT# 0712609-7
08/25/2014	778041	NorthWestern Energy	\$552.23	8100-31830-403410	SILMD 171 ACCT# 0712610-5
08/25/2014	778041	NorthWestern Energy	\$524.98	8100-31830-403410	SILMD 172 ACCT# 0712611-3
08/25/2014	778041	NorthWestern Energy	\$1,150.44	8100-31830-403410	SILMD 173 ACCT# 0712612-1
08/25/2014	778041	NorthWestern Energy	\$966.37	8100-31830-403410	SILMD 174 ACCT# 0712613-9
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08/25/2014	778041	NorthWestern Energy	\$506.19	8100-31830-403410	SILMD 179 ACCT# 0712617-0
08/25/2014	778041	NorthWestern Energy	\$345.13	8100-31830-403410	SILMD 180 ACCT# 0712618-8
08/25/2014	778041	NorthWestern Energy	\$1,640.22	8100-31830-403410	SILMD 181 ACCT# 0712619-6
08/25/2014	778041	NorthWestern Energy	\$575.21	8100-31830-403410	SILMD 182 ACCT# 0712620-4
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08/25/2014	778041	NorthWestern Energy	\$612.35	8100-31830-403410	SILMD 186 ACCT# 0712624-6
08/25/2014	778041	NorthWestern Energy	\$230.09	8100-31830-403410	SILMD 187 ACCT# 0712625-3
08/25/2014	778041	NorthWestern Energy	\$276.11	8100-31830-403410	SILMD 188 ACCT# 0712626-1
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08/25/2014	778041	NorthWestern Energy	\$1,196.46	8100-31830-403410	SILMD 190 ACCT# 0712628-7
08/25/2014	778041	NorthWestern Energy	\$411.09	8100-31830-403410	SILMD 191 ACCT# 0712629-5
08/25/2014	778041	NorthWestern Energy	\$299.11	8100-31830-403410	SILMD 192 ACCT# 0712630-3
08/25/2014	778041	NorthWestern Energy	\$736.31	8100-31830-403410	SILMD 193 ACCT# 0712631-1
08/25/2014	778041	NorthWestern Energy	\$253.38	8100-31830-403410	SILMD 194 ACCT# 0712632-9
08/25/2014	778041	NorthWestern Energy	\$211.16	8100-31830-403410	SILMD 195 ACCT# 0712633-7
08/25/2014	778041	NorthWestern Energy	\$67.78	8100-31830-403410	SILMD 196 ACCT# 0712634-5
08/25/2014	778041	NorthWestern Energy	\$67.78	8100-31830-403410	SILMD 197 ACCT# 0712635-2
08/25/2014	778041	NorthWestern Energy	\$115.04	8100-31830-403410	SILMD 198 ACCT# 0712636-0
08/25/2014	778041	NorthWestern Energy	\$72.29	8100-31830-403410	SILMD 200 ACCT# 0712637-8
08/25/2014	778041	NorthWestern Energy	\$483.18	8100-31830-403410	SILMD 201 ACCT# 0712638-6

Check Date	Check	Name	Amount	Account	Item Desc
08/25/2014	778041	NorthWestern Energy	\$779.72	8100-31830-403410	SILMD 202 INV# 0712639-4
08/25/2014	778041	NorthWestern Energy	\$18.08	8100-31830-403410	SILMD 203 ACCT# 0712640-2
08/25/2014	778041	NorthWestern Energy	\$341.51	8100-31830-403410	SILMD 204 ACCT# 0712641-0
08/25/2014	778041	NorthWestern Energy	\$34.08	8100-31830-403410	SILMD 205 ACCT# 0712642-8
08/25/2014	778041	NorthWestern Energy	\$322.13	8100-31830-403410	SILMD 206 ACCT# 0712643-6
08/25/2014	778041	NorthWestern Energy	\$368.13	8100-31830-403410	SILMD 207 ACCT# 0712644-4
08/25/2014	778041	NorthWestern Energy	\$529.21	8100-31830-403410	SILMD 209 ACCT# 0712646-9
08/25/2014	778041	NorthWestern Energy	\$81.33	8100-31830-403410	SILMD 210 ACCT# 0712647-7
08/25/2014	778041	NorthWestern Energy	\$45.19	8100-31830-403410	SILMD 211 ACCT# 0712648-5
08/25/2014	778041	NorthWestern Energy	\$45.19	8100-31830-403410	SILMD 212 ACCT# 0712649-3
08/25/2014	778041	NorthWestern Energy	\$27.10	8100-31830-403410	SILMD 213 ACCT# 0712650-1
08/25/2014	778041	NorthWestern Energy	\$462.76	8100-31830-403410	SILMD 214 ACCT# 0712651-9
08/25/2014	778041	NorthWestern Energy	\$138.04	8100-31830-403410	SILMD 216 ACCT# 0712652-7
08/25/2014	778041	NorthWestern Energy	\$376.56	8100-31830-403410	SILMD 217 ACCT# 0712653-5
08/25/2014	778041	NorthWestern Energy	\$172.80	8100-31830-403410	SILMD 220 ACCT# 0712654-3
08/25/2014	778041	NorthWestern Energy	\$8.51	8100-31830-403410	SILMD 221 ACCT# 0712655-0
08/25/2014	778041	NorthWestern Energy	\$71.47	8100-31830-403410	SILMD 222 ACCT# 0712656-8
08/25/2014	778041	NorthWestern Energy	\$108.47	8100-31830-403410	SILMD 223 ACCT# 0712657-6
08/25/2014	778041	NorthWestern Energy	\$1,790.09	8100-31830-403410	SILMD 224 ACCT# 0712658-4
08/25/2014	778041	NorthWestern Energy	\$346.95	8100-31830-403410	SILMD 225 ACCT# 0712659-2
08/25/2014	778041	NorthWestern Energy	\$291.00	8100-31830-403410	SILMD 226 ACCT# 0712660-0
08/25/2014	778041	NorthWestern Energy	\$588.68	8100-31830-403410	SILMD 227 ACCT# 0712661-8
08/25/2014	778041	NorthWestern Energy	\$779.77	8100-31830-403410	SILMD 228 ACCT# 0712662-6
08/25/2014	778041	NorthWestern Energy	\$403.33	8100-31830-403410	SILMD 229 ACCT# 0712663-4
08/25/2014	778041	NorthWestern Energy	\$941.10	8100-31830-403410	SILMD 230 ACCT# 0712664-2
08/25/2014	778041	NorthWestern Energy	\$564.66	8100-31830-403410	SILMD 231 ACCT# 0712665-9
08/25/2014	778041	NorthWestern Energy	\$2,446.90	8100-31830-403410	SILMD 232 ACCT# 0712666-7
08/25/2014	778041	NorthWestern Energy	\$790.38	8100-31830-403410	SILMD 233 ACCT# 0712667-5
08/25/2014	778041	NorthWestern Energy	\$466.16	8100-31830-403410	SILMD 234 ACCT# 0712668-3
08/25/2014	778041	NorthWestern Energy	\$497.84	8100-31830-403410	SILMD 235 ACCT# 0712669-1
08/25/2014	778041	NorthWestern Energy	\$158.36	8100-31830-403410	SILMD 236 ACCT# 0712670-9
08/25/2014	778041	NorthWestern Energy	\$391.15	8100-31830-403410	SILMD 237 ACCT# 0712671-7
08/25/2014	778041	NorthWestern Energy	\$14.55	8100-31830-403410	SILMD 238 ACCT# 0712672-5
08/25/2014	778041	NorthWestern Energy	\$92.04	8100-31830-403410	SILMD 239 ACCT# 0712673-3
08/25/2014	778041	NorthWestern Energy	\$380.07	8100-31830-403410	SILMD 240 ACCT# 0712674-1
08/25/2014	778041	NorthWestern Energy	\$605.15	8100-31830-403410	SILMD 241 ACCT# 0712675-8
08/25/2014	778041	NorthWestern Energy	\$80.68	8100-31830-403410	SILMD 242 ACCT# 0712676-6
08/25/2014	778041	NorthWestern Energy	\$107.56	8100-31830-403410	SILMD 244 ACCT# 0712677-4
08/25/2014	778041	NorthWestern Energy	\$84.31	8100-31830-403410	SILMD 245 ACCT# 0712678-2
08/25/2014	778041	NorthWestern Energy	\$322.67	8100-31830-403410	SILMD 246 ACCT# 0712679-0
08/25/2014	778041	NorthWestern Energy	\$1,134.31	8100-31830-403410	SILMD 247 ACCT# 0712680-8
08/25/2014	778041	NorthWestern Energy	\$2,402.95	8100-31830-403410	SILMD 248 ACCT# 0712681-6
08/25/2014	778041	NorthWestern Energy	\$2,662.02	8100-31830-403410	SILMD 249 ACCT# 0718734-7
08/25/2014	778041	NorthWestern Energy	\$1.45	8100-31830-403410	SILMD 250 ACCT# 1301786-8
08/25/2014	778041	NorthWestern Energy	\$192.59	8100-31830-403410	SILMD 250 ACCT# 0719001-0
08/25/2014	778041	NorthWestern Energy	\$3,824.34	8100-31830-403410	SILMD 251 ACCT# 0718801-4
08/25/2014	778041	NorthWestern Energy	\$537.77	8100-31830-403410	SILMD 252 ACCT# 0719162-0
08/25/2014	778041	NorthWestern Energy	\$1,887.92	8100-31830-403410	SILMD 253 ACCT# 0719644-7
08/25/2014	778041	NorthWestern Energy	\$142.93	8100-31830-403410	SILMD 254 ACCT# 0719763-5
08/25/2014	778041	NorthWestern Energy	\$134.83	8100-31830-403410	SILMD 255 ACCT# 0720813-5
08/25/2014	778041	NorthWestern Energy	\$833.92	8100-31830-403410	SILMD 257 ACCT# 0720360-7
08/25/2014	778041	NorthWestern Energy	\$2,541.77	8100-31830-403410	SILMD 258 ACCT# 0720606-3
08/25/2014	778041	NorthWestern Energy	\$1.33	8100-31830-403410	SILMD 259 ACCT# 1301786-8
08/25/2014	778041	NorthWestern Energy	\$1,261.54	8100-31830-403410	SILMD 259 ACCT# 0720810-1
08/25/2014	778041	NorthWestern Energy	\$483.99	8100-31830-403410	SILMD 261 ACCT# 0720705-3
08/25/2014	778041	NorthWestern Energy	\$3,055.23	8100-31830-403410	SILMD 262 ACCT# 0720937-2
08/25/2014	778041	NorthWestern Energy	\$900.96	8100-31830-403410	SILMD 263 ACCT# 0720716-0
08/25/2014	778041	NorthWestern Energy	\$155.93	8100-31830-403410	SILMD 264 ACCT# 0721427-3
08/25/2014	778041	NorthWestern Energy	\$339.71	8100-31830-403410	SILMD 265 ACCT# 0721556-9
08/25/2014	778041	NorthWestern Energy	\$32.08	8100-31830-403410	SILMD 266 ACCT# 0721684-9
08/25/2014	778041	NorthWestern Energy	\$73.90	8100-31830-403410	SILMD 269 ACCT# 0833098-7
08/25/2014	778041	NorthWestern Energy	\$415.82	8100-31830-403410	SILMD 270 ACCT# 0906944-4
08/25/2014	778041	NorthWestern Energy	\$973.86	8100-31830-403410	SILMD 271 ACCT# 0995095-7
08/25/2014	778041	NorthWestern Energy	\$2,728.56	8100-31830-403410	SILMD 272 ACCT# 0905005-5
08/25/2014	778041	NorthWestern Energy	\$195.82	8100-31830-403410	SILMD 273 ACCT# 0926386-4
08/25/2014	778041	NorthWestern Energy	\$63.35	8100-31830-403410	SILMD 274 ACCT# 0907926-0
08/25/2014	778041	NorthWestern Energy	\$456.92	8100-31830-403410	SILMD 276 ACCT# 0961926-3
08/25/2014	778041	NorthWestern Energy	\$800.97	8100-31830-403410	SILMD 277 ACCT# 1058710-3
08/25/2014	778041	NorthWestern Energy	\$221.71	8100-31830-403410	SILMD 278 ACCT# 1087619-1
08/25/2014	778041	NorthWestern Energy	\$59.86	8100-31830-403410	SILMD 279 ACCT# 1124127-0
08/25/2014	778041	NorthWestern Energy	\$694.58	8100-31830-403410	SILMD 280 ACCT# 1045653-1
08/25/2014	778041	NorthWestern Energy	\$63.35	8100-31830-403410	SILMD 281 ACCT# 1079722-3
08/25/2014	778041	NorthWestern Energy	\$360.84	8100-31830-403410	SILMD 283 ACCT# 1172743-5
08/25/2014	778041	NorthWestern Energy	\$329.94	8100-31830-403410	SILMD 285 ACCT# 1206985-2
08/25/2014	778041	NorthWestern Energy	\$230.74	8100-31830-403410	SILMD 286 ACCT# 1296582-8
08/25/2014	778041	NorthWestern Energy	\$84.80	8100-31830-403410	SILMD 287 ACCT# 1246537-3

Check Date	Check	Name	Amount	Account	Item Desc
08/25/2014	778041	NorthWestern Energy	\$1,732.73	8100-31830-403410	SILMD 288 ACCT# 1303978-9
08/25/2014	778041	NorthWestern Energy	\$316.10	8100-31830-403410	SILMD 289 ACCT# 1685375-6
08/25/2014	778041	NorthWestern Energy	\$96.11	8100-31830-403410	SILMD 290 ACCT# 1433921-2
08/25/2014	778041	NorthWestern Energy	\$591.55	8100-31830-403410	SILMD 292 ACCT# 1481532-8
08/25/2014	778041	NorthWestern Energy	\$230.09	8100-31830-403410	SILMD 293 ACCT# 1481534-4
08/25/2014	778041	NorthWestern Energy	\$460.17	8100-31830-403410	SILMD 294 ACCT# 1481535-1
08/25/2014	778041	NorthWestern Energy	\$107.56	8100-31830-403410	SILMD 295 ACCT# 1481536-9
08/25/2014	778041	NorthWestern Energy	\$1,219.46	8100-31830-403410	SILMD 296 ACCT# 1481537-7
08/25/2014	778041	NorthWestern Energy	\$207.08	8100-31830-403410	SILMD 297 ACCT# 1481539-3
08/25/2014	778041	NorthWestern Energy	\$184.08	8100-31830-403410	SILMD 298 ACCT# 1481540-1
08/25/2014	778041	NorthWestern Energy	\$391.19	8100-31830-403410	SILMD 300 ACCT# 1662840-6
08/25/2014	778041	NorthWestern Energy	\$1,732.40	8100-31830-403410	SILMD 301 ACCT# 1687005-7
08/25/2014	778041	NorthWestern Energy	\$181.74	8100-31830-403410	SILMD 302 ACCT# 1607534-3
08/25/2014	778041	NorthWestern Energy	\$604.84	8100-31830-403410	SILMD 305 ACCT# 1695873-8
08/25/2014	778041	NorthWestern Energy	\$181.07	8100-31830-403410	SILMD 306 ACCT# 1740353-6
08/25/2014	778041	NorthWestern Energy	\$1,854.36	8100-31830-403410	SILMD 307 ACCT# 2049005-8
08/25/2014	778041	NorthWestern Energy	\$256.12	8100-31830-403410	SILMD 308 ACCT# 2072459-7
08/25/2014	778041	NorthWestern Energy	\$262.24	8100-31830-403410	SILMD 309 ACCT# 2001311-6
08/25/2014	778041	NorthWestern Energy	\$259.48	8100-31830-403410	SILMD 310 ACCT# 2060519-2
08/25/2014	778041	NorthWestern Energy	\$175.18	8100-31830-403410	SILMD 311 ACCT# 3014475-2
08/25/2014	778041	NorthWestern Energy	\$52.30	8100-31830-403410	SILMD 320 ACCT# 0712569-3
08/25/2014	778054	Rimrock Foundation	\$2,678.66	2460-12530-403590	June Correction Rimrock
08/25/2014	778054	Rimrock Foundation	\$2,837.47	2460-12530-403590	July State Rimrock
08/25/2014	778054	Rimrock Foundation	\$2,508.02	7380-12640-403590	July IOP Counselor
08/25/2014	778054	Rimrock Foundation	\$2,061.49	7380-12640-403590	July IOP Counselor
08/25/2014	778054	Rimrock Foundation	\$2,618.97	7380-12640-403560	July Day Treatment Counselor
08/25/2014	778054	Rimrock Foundation	\$3,449.84	7380-12640-403590	July IOP Counselor
08/25/2014	778054	Rimrock Foundation	\$2,385.52	7380-12640-403590	July IOP Counselor
08/25/2014	778056	Sanderson Stewart	\$6,587.36	4700-31610-409310	SID 1395 Boca Raton Road; Cancel \$1425.83 FY14 8/18/14
08/25/2014	778056	Sanderson Stewart	\$382.84	2050-31310-409310	SID 1395 Boca Raton Road; Cancel 319.11 FY14 8/18/14
08/25/2014	778056	Sanderson Stewart	\$280.81	8400-31840-409310	SID 1395 Boca Raton Road
08/25/2014	778060	Skycon Inc	\$4,567.24	5610-71120-403660	Invoice #794. Repair Gate A-1
08/25/2014	778066	State Of Montana,Bldng Codes Bureau	\$3,652.55	2090-44510-407637	I15-002637 First half of 2014, payment to the State.
08/25/2014	778074	Tire-Rama	-\$179.20	5410-31220-402390	credit for tires billed wrong amount
08/25/2014	778074	Tire-Rama	\$570.00	5410-31220-402390	tire repairs
08/25/2014	778074	Tire-Rama	\$160.00	5410-31230-402390	tire repairs at landfill
08/25/2014	778074	Tire-Rama	\$1,172.75	5410-31220-402390	our recaps from plant
08/25/2014	778074	Tire-Rama	\$1,340.70	5410-31230-402390	tires and repairs for chevy 1985 one ton landfill
08/25/2014	778074	Tire-Rama	\$15.00	5410-31230-402390	tire repair for lawn mower at landfill
08/25/2014	778074	Tire-Rama	\$1,433.96	5410-31220-402390	new front steer tires
08/25/2014	778074	Tire-Rama	\$1,637.80	5410-31230-402390	inv 1050235523 front steer tires
08/25/2014	778074	Tire-Rama	\$1,390.00	5410-31220-402390	tire repairs
08/25/2014	778074	Tire-Rama	\$40.00	2110-31320-402320	1050236347
08/25/2014	778074	Tire-Rama	\$15.00	2110-31320-402320	1050236357
08/25/2014	778074	Tire-Rama	\$15.00	2110-31320-402320	1050236377
08/25/2014	778074	Tire-Rama	\$870.00	5410-31220-402390	tire repairs inv# 1050236350 \$400.00 inv# 1050236354
08/25/2014	778074	Tire-Rama	\$456.00	5410-31220-402390	recaps and repairs
08/25/2014	778074	Tire-Rama	\$1,321.75	5410-31220-402390	repairs and recaps inv# 1050236154 1321.75
08/25/2014	778074	Tire-Rama	\$1,033.00	5410-31220-402390	inv# 1050236346 1033.00 recaps
08/25/2014	778074	Tire-Rama	\$115.00	5410-31230-402390	truck tire repair at landfill
08/25/2014	778074	Tire-Rama	\$1,058.50	5410-31220-402390	tire repairs
08/25/2014	778074	Tire-Rama	\$1,371.00	5410-31220-402390	recaps from plant
08/25/2014	778074	Tire-Rama	\$1,373.00	5410-31220-402390	recaps and repairs
08/25/2014	778074	Tire-Rama	\$1,018.00	5410-31220-402390	recaps and repairs
08/25/2014	778074	Tire-Rama	\$1,478.00	5410-31220-402390	recaps and repairs
08/25/2014	778074	Tire-Rama	\$1,448.50	5410-31220-402390	our recaps from plant
08/25/2014	778074	Tire-Rama	\$1,423.00	5410-31220-402390	recaps
08/25/2014	778074	Tire-Rama	\$1,170.25	5410-31220-402390	recaps
08/25/2014	778074	Tire-Rama	\$180.00	5410-31220-402390	tire repairs
08/25/2014	778074	Tire-Rama	\$1,405.00	5410-31220-402390	recaps
08/25/2014	778074	Tire-Rama	\$1,200.00	5410-31220-402390	recaps
08/25/2014	778074	Tire-Rama	\$300.90	5410-31230-402390	tire repairs at landfill
08/25/2014	778074	Tire-Rama	\$208.41	5410-31220-402390	tire repairs at landfill
08/25/2014	778075	Town & Country Supply Association	\$18,944.40	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 296072
08/25/2014	778075	Town & Country Supply Association	\$674.23	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 296133
08/25/2014	778081	Valmont Industries Inc	\$1,138.50	2110-00000-141318	STREET LIGHTS PO NUM 295784
08/25/2014	778081	Valmont Industries Inc	\$1,280.40	2110-00000-141318	STREET LIGHTS PO NUM 295785
08/25/2014	778081	Valmont Industries Inc	\$1,208.90	2110-00000-141318	STREET LIGHTS PO NUM 295786
08/25/2014	778081	Valmont Industries Inc	\$2,156.00	2110-00000-141318	STREET LIGHTS PO NUM 295787
08/25/2014	778082	Value Line Publishing	\$3,675.00	2600-55190-403380	Invoice JW-178238-134
08/25/2014	778084	Verizon Wireless	\$591.64	5610-71100-403450	Airport
08/25/2014	778084	Verizon Wireless	\$165.20	1500-21700-403450	Animal Shelter
08/25/2014	778084	Verizon Wireless	\$99.08	7170-21660-403450	CCSIU
08/25/2014	778084	Verizon Wireless	\$54.31	0100-16110-403450	Legal
08/25/2014	778084	Verizon Wireless	\$52.52	1500-22250-403450	Comm Center 911

Check Date	Check	Name	Amount	Account	Item Desc
08/25/2014	778084	Verizon Wireless	\$68.89	6500-15650-403450	Facilities BOC Plus 70% of 406-672-3027
08/25/2014	778084	Verizon Wireless	\$85.39	6500-15670-403450	Facilities City Hall Plus 30% of 406-672-3027
08/25/2014	778084	Verizon Wireless	\$101.88	0100-15120-403450	Finance Pat Weber
08/25/2014	778084	Verizon Wireless	\$770.67	1500-22210-403450	Fire Department
08/25/2014	778084	Verizon Wireless	\$80.34	0100-17500-403450	Human Resources
08/25/2014	778084	Verizon Wireless	\$13.13	6200-19130-403450	ITD GIS
08/25/2014	778084	Verizon Wireless	\$13.13	6200-19110-403450	ITD
08/25/2014	778084	Verizon Wireless	\$26.28	2600-55170-403450	Library Outreach
08/25/2014	778084	Verizon Wireless	\$353.15	2600-55120-403450	Library
08/25/2014	778084	Verizon Wireless	\$42.81	0100-11000-403450	Mayor
08/25/2014	778084	Verizon Wireless	\$68.45	6010-15500-403450	Motor Pool
08/25/2014	778084	Verizon Wireless	\$195.50	0100-12200-403450	Drug Court
08/25/2014	778084	Verizon Wireless	\$102.37	0100-12120-403450	Municipal Court Judge
08/25/2014	778084	Verizon Wireless	\$13.13	2400-43010-403450	Planning
08/25/2014	778084	Verizon Wireless	\$3,234.98	1500-21110-403450	Police Police Forensic 406-794-6880
08/25/2014	778084	Verizon Wireless	\$90.57	2510-21870-403450	406-698-7323
08/25/2014	778084	Verizon Wireless	\$561.70	1500-21110-403450	Police Resource Officers
08/25/2014	778084	Verizon Wireless	\$28.01	2490-21960-403450	Police DV 406-698-1391
08/25/2014	778084	Verizon Wireless	\$124.65	5210-15210-403450	Parking
08/25/2014	778084	Verizon Wireless	\$167.00	0100-51100-403450	PRPL Admin
08/25/2014	778084	Verizon Wireless	\$279.23	0100-51210-403450	PRPL Recreation
08/25/2014	778084	Verizon Wireless	\$338.34	0100-51210-403450	PRPL Seasonal
08/25/2014	778084	Verizon Wireless	\$62.16	0100-51400-403450	Cemetery
08/25/2014	778084	Verizon Wireless	\$43.89	0100-51120-403450	Parks PMD
08/25/2014	778084	Verizon Wireless	\$1,015.49	0100-51120-403450	Parks
08/25/2014	778084	Verizon Wireless	\$219.63	0100-51120-403450	Parks Irrigation
08/25/2014	778084	Verizon Wireless	\$117.87	6600-31100-403450	Public Works Admin
08/25/2014	778084	Verizon Wireless	\$144.70	2090-44510-403450	Building
08/25/2014	778084	Verizon Wireless	\$230.86	6700-31410-403450	Engineering
08/25/2014	778084	Verizon Wireless	\$391.02	5410-31210-403450	Solid Waste
08/25/2014	778084	Verizon Wireless	\$387.15	2110-31320-403450	Streets
08/25/2014	778084	Verizon Wireless	\$335.58	5410-31230-403450	Solid Waste On Call
08/25/2014	778084	Verizon Wireless	\$474.46	5020-75000-403450	Distribution & Collection 60% 5020-75000-403450
08/25/2014	778084	Verizon Wireless	\$316.32	5120-85000-403450	Distribution & Collection 40\$ 5120-85000-403450
08/25/2014	778084	Verizon Wireless	\$657.92	5020-74000-403450	Distribution & Collection 60% 5020-75000-403450
08/25/2014	778084	Verizon Wireless	\$441.83	5020-73120-403450	Distribution & Collection 40\$ 5120-85000-403450 Water Treatment
08/25/2014	778084	Verizon Wireless	\$69.68	5020-73110-403450	PWBelknap-WT
08/25/2014	778084	Verizon Wireless	\$46.46	5120-83110-403450	PWBLKNP MTRSHOP
08/25/2014	778084	Verizon Wireless	\$87.09	5020-73140-403450	Belknap Office 60% 5020-73110-403450
08/25/2014	778084	Verizon Wireless	\$29.03	5120-83140-403450	Belknap Office 40\$ 5120-83110-403450
08/25/2014	778084	Verizon Wireless	\$937.73	5120-84000-403450	Belknap Office 60% 5020-73110-403450
08/25/2014	778084	Verizon Wireless	\$24.54	6060-19310-403450	Belknap Office 40\$ 5120-83110-403450
08/25/2014	778084	Verizon Wireless	\$92.07	5710-71420-403160	PWBLKNP STORES 75% 5020-73140-403450
08/25/2014	778084	Verizon Wireless	\$36.98	5710-71410-403450	PWBLKNP STORES 25% 5120-83140-403450
08/25/2014	778084	Verizon Wireless	\$91.32	0100-43210-403450	PWBLKNP STORES 75% 5020-73140-403450
08/25/2014	778084	Verizon Wireless	\$164.49	5710-71470-403160	PWBLKNP STORES 25% 5120-83140-403450
08/25/2014	778084	Verizon Wireless	\$1,033.46	0100-51120-403450	Wastewater Treatment Plant
08/25/2014	778084	Verizon Wireless	\$153.55	5020-74000-403450	TeleComm Manager
08/25/2014	778084	Verizon Wireless	\$200.05	1500-21700-403450	On Call MET
08/25/2014	778084	Verizon Wireless	\$520.77	7170-21660-403450	MET Transit
08/25/2014	778084	Verizon Wireless	\$40.01	7170-21660-403450	MET Transit
08/25/2014	778084	Verizon Wireless	\$80.02	7170-21660-403450	Code Enforcement
08/25/2014	778084	Verizon Wireless	\$40.01	0100-13130-403450	MET Transit AVL Account 770599076-00001
08/25/2014	778084	Verizon Wireless	\$153.56	5120-84300-403450	Parks Seasonal
08/25/2014	778084	Verizon Wireless	\$200.05	1500-21700-403450	PWBLKNP ELECTRICIANS 50%/50%
08/25/2014	778084	Verizon Wireless	\$40.01	1500-22210-403450	50% 5020-74000-403450
08/25/2014	778084	Verizon Wireless	\$40.01	2200-22330-402410	50% 5120-84300-403450
08/25/2014	778084	Verizon Wireless	\$640.24	1500-22210-403450	PWBLKNP ELECTRICIANS 50%/50%
08/25/2014	778084	Verizon Wireless	\$40.01	6200-19110-403450	50% 5020-74000-403450
08/25/2014	778084	Verizon Wireless	\$160.06	2600-55170-403450	50% 5120-84300-403450
08/25/2014	778084	Verizon Wireless	\$4,077.09	1500-21110-403450	50% 5120-84300-403450
08/25/2014	778084	Verizon Wireless	\$40.01	0100-13130-403450	Animal Shelter MDT
08/25/2014	778084	Verizon Wireless	\$80.02	0100-43210-403450	CCSIU Cell/PTT
08/25/2014	778084	Verizon Wireless	\$40.01	1500-22210-403450	CCSIU Air Card
08/25/2014	778084	Verizon Wireless	\$40.01	2200-22330-402410	CCSIU RAVEN
08/25/2014	778084	Verizon Wireless	\$640.24	1500-22210-403450	City Administration 406-839-4295 Bruce McCandless
08/25/2014	778084	Verizon Wireless	\$40.01	6200-19110-403450	iPad
08/25/2014	778084	Verizon Wireless	\$160.06	2600-55170-403450	Code Enforcement Air Cards
08/25/2014	778084	Verizon Wireless	\$40.01	1500-22210-403450	Fire MiFi 406-839-3253
08/25/2014	778084	Verizon Wireless	\$40.01	2200-22330-402410	Fire HAZMAT MDT 406-670-1284
08/25/2014	778084	Verizon Wireless	\$640.24	1500-22210-403450	Fire MDT
08/25/2014	778084	Verizon Wireless	\$40.01	6200-19110-403450	ITD
08/25/2014	778084	Verizon Wireless	\$160.06	2600-55170-403450	Library Outreach Air Cards
08/25/2014	778084	Verizon Wireless	\$4,077.09	1500-21110-403450	Police MDT Toughbooks

Check Date	Check	Name	Amount	Account	Item Desc
08/25/2014	778084	Verizon Wireless	\$491.71	5710-71470-403160	MET Transit Tablets
08/25/2014	778084	Verizon Wireless	\$40.03	1500-21110-403450	Police ICAC 406-690-7347
08/25/2014	778084	Verizon Wireless	\$40.01	1500-21110-403450	Police MiFi 406-633-0820
08/25/2014	778084	Verizon Wireless	\$154.69	1500-21110-403450	Police US Marshall Toughbooks PRPL-PARKS PMD Air Card
08/25/2014	778084	Verizon Wireless	\$40.01	0100-51120-403450	406-794-6977
08/25/2014	778084	Verizon Wireless	\$240.06	2090-44510-403450	PW-Building Air Cards PW-Distribution Collection Tablets 60%/40% 60% 5020-75000-403450
08/25/2014	778084	Verizon Wireless	\$192.04	5020-75000-403450	40% 5120-85000-403450 PW-Distribution Collection Tablets 60%/40% 60% 5020-75000-403450
08/25/2014	778084	Verizon Wireless	\$128.04	5120-85000-403450	40% 5120-85000-403450
08/25/2014	778084	Verizon Wireless	\$100.05	6700-31410-403450	PW Engineering PW-Streets 406-697-0361 iPad
08/25/2014	778084	Verizon Wireless	\$70.03	2110-31320-403450	406-633-1991 iPad PWBELKNAP-AIR 60% 40% 60% 5020-75000-403450
08/25/2014	778084	Verizon Wireless	\$18.02	5020-75000-403450	40% 5120-85000-403450 PWBELKNAP-AIR 60% 40% 60% 5020-75000-403450
08/25/2014	778084	Verizon Wireless	\$12.00	5120-85000-403450	40% 5120-85000-403450 Meter Reader Account 4420118965-00001
08/25/2014	778084	Verizon Wireless	\$162.82	5020-73120-403450	502-73120-403450
08/25/2014	778084	Verizon Wireless	\$80.04	7170-21660-403450	CCSIU MDT PRPL-REC-AIR-CARD 406-698-3835 Rose Park
08/25/2014	778084	Verizon Wireless	\$80.04	0100-51290-403450	406-794-2586 Batting Cage
08/25/2014	778084	Verizon Wireless	\$291.78	2110-31320-403450	PW-Streets CITY WORKS PW-DIS-COLL CITY WORKS 60%/40% 60% 5020-75000-403450
08/25/2014	778084	Verizon Wireless	\$39.49	5020-75000-403450	40% 5120-85000-403450 PW-DIS-COLL CITY WORKS 60%/40% 60% 5020-75000-403450
08/25/2014	778084	Verizon Wireless	\$26.34	5120-85000-403450	40% 5120-85000-403450
08/25/2014	778087	Western Municipal Construction Inc	\$772,655.79	5030-75910-409340	WO 14-01 2014 Water Main Replacement and Storm Drain
08/25/2014	778092	Winn-Marion Barber	\$3,535.15	5120-84300-402360	Speed controller
08/25/2014	778095	Yellowstone County Finance Dpt	\$8,075.00	1500-21110-403590	Prisoner Billing for Month Ending July 2014
08/25/2014	778096	Yellowstone Valley Elec	\$153.12	6070-22350-403410	4179002: LANDFILL 800MHZ RADIO TOWER SITE -
08/25/2014	778096	Yellowstone Valley Elec	\$0.00	6070-22350-403410	4179002: TANK "FOX" TOWER SITE - ELECTRIC - FY2015
08/25/2014	778096	Yellowstone Valley Elec	\$694.71	1500-22210-403410	4179013: ELECTRICAL SERVICE/FIRE STATION #7/PD3
08/25/2014	778096	Yellowstone Valley Elec	\$364.67	8100-31830-403410	SILMD 299 Vintage Estates
08/25/2014	778096	Yellowstone Valley Elec	\$59.00	5120-84000-403410	Briarwood/O'Shea
08/25/2014	778096	Yellowstone Valley Elec	\$2,819.48	5020-74000-403410	Thomas Pump Station
08/25/2014	778097	Zoo Montana	\$5,033.00	0100-51250-403990	Zoo Montana summer camp instruction.

Regular City Council Meeting

Meeting Date: 09/22/2014

TITLE: Payment of Claims September 2, 2014

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$2,349,265.99 have been audited and are presented for City Council payment approval. A complete listing of the claims dated September 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 Report 09-02

Check Date	Check	Name	Amount	Account	Item Desc
09/02/2014	778100	A & I Distributors	\$1,090.65	5410-31220-402310	blue def
09/02/2014	778100	A & I Distributors	\$150.97	5410-31230-402310	def howes fuel additive
09/02/2014	778100	A & I Distributors	\$2,827.05	6010-00000-141000	2501563 PO NUM 295751
09/02/2014	778100	A & I Distributors	\$1,397.05	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM
09/02/2014	778100	A & I Distributors	\$132.74	5410-31230-402310	fuel at landfill
09/02/2014	778100	A & I Distributors	\$167.88	5410-31220-402290	new tote and nozzle for def
09/02/2014	778100	A & I Distributors	\$1,397.05	6010-00000-141714	2499975 PO NUM 295751
09/02/2014	778100	A & I Distributors	\$4,035.99	6010-00000-141000	2506275 PO NUM 295751
09/02/2014	778100	A & I Distributors	\$623.56	5710-71440-402320	2499975
09/02/2014	778100	A & I Distributors	\$28.18	1500-21120-402320	2506275
09/02/2014	778100	A & I Distributors	\$28.18	2110-31320-402320	2506275
09/02/2014	778100	A & I Distributors	\$28.57	5410-31220-402320	2506275
09/02/2014	778100	A & I Distributors	\$109.45	5410-31230-402310	55 gallon of blue def for unit #251
09/02/2014	778100	A & I Distributors	\$3,080.20	6010-00000-141000	2512549 PO NUM 295751
09/02/2014	778100	A & I Distributors	\$120.00	6010-00000-141000	2512549 PO NUM 295751
09/02/2014	778100	A & I Distributors	\$584.50	6010-00000-141714	251685 PO NUM 295751
09/02/2014	778100	A & I Distributors	\$84.95	5710-71440-402320	251685
09/02/2014	778105	Allegra Print & Imaging	\$4,938.30	5710-71460-403210	Print 3000 Route & Schedule Books
09/02/2014	778107	Alta Planning & Design Inc	\$6,061.35	2400-43010-407214	invoice 2014-113-1
09/02/2014	778107	Alta Planning & Design Inc	\$13,485.90	2400-43010-407214	2014-113-3 Billings MT Zoo MT to Riverfront Trail
09/02/2014	778111	Asphalt Plus Inc	\$149,624.54	5630-71220-409310	Demolish Hangar, Fence & Pave New Employee
09/02/2014	778112	Big Sky Linen & Uniform	\$15.00	5020-75000-402260	Alterations charge - Harmala
09/02/2014	778112	Big Sky Linen & Uniform	\$10.00	5120-85000-402260	Alterations charge - Harmala
09/02/2014	778112	Big Sky Linen & Uniform	\$15.00	5020-75000-402260	Alterations charge - Moore
09/02/2014	778112	Big Sky Linen & Uniform	\$10.00	5120-85000-402260	Alterations charge - Moore
09/02/2014	778112	Big Sky Linen & Uniform	\$281.37	5020-73120-402260	Uniforms
09/02/2014	778112	Big Sky Linen & Uniform	\$44.07	5020-73140-402260	Uniforms
09/02/2014	778112	Big Sky Linen & Uniform	\$644.08	5020-74000-402260	Uniforms
09/02/2014	778112	Big Sky Linen & Uniform	\$373.56	5020-75000-402260	Uniforms
09/02/2014	778112	Big Sky Linen & Uniform	\$13.56	5120-83140-402260	Uniforms
09/02/2014	778112	Big Sky Linen & Uniform	\$381.60	5120-84000-402260	Uniforms
09/02/2014	778112	Big Sky Linen & Uniform	\$192.88	5120-84300-402260	Uniforms
09/02/2014	778112	Big Sky Linen & Uniform	\$249.04	5120-85000-402260	Uniforms
09/02/2014	778112	Big Sky Linen & Uniform	\$416.50	5020-74000-402260	S0150354
09/02/2014	778112	Big Sky Linen & Uniform	-\$208.25	5020-74000-402260	C0152302
09/02/2014	778112	Big Sky Linen & Uniform	-\$136.85	5020-74000-402260	C0157607
09/02/2014	778112	Big Sky Linen & Uniform	\$142.80	5020-74000-402260	S0148412
09/02/2014	778112	Big Sky Linen & Uniform	-\$95.20	5020-74000-402260	C0150350
09/02/2014	778112	Big Sky Linen & Uniform	-\$23.80	5020-74000-402260	C0152297
09/02/2014	778112	Big Sky Linen & Uniform	\$374.85	5020-74000-402260	S0146450
09/02/2014	778112	Big Sky Linen & Uniform	-\$23.80	5020-74000-402260	C0148410
09/02/2014	778112	Big Sky Linen & Uniform	-\$23.80	5020-74000-402260	C0157430
09/02/2014	778112	Big Sky Linen & Uniform	\$208.25	5020-74000-402260	S0146451
09/02/2014	778112	Big Sky Linen & Uniform	-\$23.80	5020-74000-402260	C0148411
09/02/2014	778112	Big Sky Linen & Uniform	-\$5.88	5020-75000-402260	Credit for overbilling - uniforms
09/02/2014	778112	Big Sky Linen & Uniform	-\$3.92	5120-85000-402260	Credit for overbilling - uniforms
09/02/2014	778119	Business Tax Section	\$2,520.77	4050-00000-201100	Retainage Release AIP 44 Runway 10L 28R Mill,
09/02/2014	778119	Business Tax Section	\$280.09	4050-00000-201100	Retainage Release AIP 44 Runway 10L 28R Mill,
09/02/2014	778119	Business Tax Section	\$5.85	4050-00000-201100	Retainage Release Hold Bars - Local Share
09/02/2014	778119	Business Tax Section	\$1,511.36	5630-71220-409310	Demolish Hangar, Fence & Pave New Employee
09/02/2014	778119	Business Tax Section	\$837.64	4050-71250-409697	RW 10L/28R Mill, Pave & Electrical - Federal
09/02/2014	778119	Business Tax Section	\$93.07	4050-71250-409698	RW 10L/28R Mill, Pave & Electrical - Local Share
09/02/2014	778119	Business Tax Section	\$164.65	4050-71250-409698	Hold Bars - Local Share
09/02/2014	778119	Business Tax Section	\$1,410.47	4700-31610-409310	SID 1395 Boca Raton Road
09/02/2014	778119	Business Tax Section	\$262.45	2050-31310-409310	SID 1395 Boca Raton Road
09/02/2014	778119	Business Tax Section	\$1,021.50	5410-31230-409250	1% tax for fencing at the landfill
09/02/2014	778119	Business Tax Section	\$2,101.89	5130-84910-409390	WO 14-07 WWTP Emergency Electrical
09/02/2014	778120	Chicago Title of Montana LLC	\$10,000.00	2830-65810-407277	FTHB Valerie Brainard 290 Aristocrat
09/02/2014	778123	Community Seven	\$19,452.25	0100-00000-229150	Peg Fees - 2nd Qtr 2014
09/02/2014	778129	Dell Computer L P	\$6,497.67	5120-84000-402925	TRP Computer replacements WWTPRSVIEW5 WWTPRSVIEW6 WWTPRSVIEW2
09/02/2014	778131	Dixie Petro-Chem	\$2,752.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM
09/02/2014	778131	Dixie Petro-Chem	\$2,752.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM
09/02/2014	778131	Dixie Petro-Chem	\$2,752.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM
09/02/2014	778133	Dorsey & Whitney Llp	\$2,010.45	4440-31650-405510	Pooled special sidewalk, curb, gutter and alley
09/02/2014	778133	Dorsey & Whitney Llp	\$6,489.55	4450-31650-405510	Pooled special sidewalk, curb, gutter and alley
09/02/2014	778134	Downtown Billings BID, Inc.	\$2,913.80	7800-15750-407680	Paid July, distributed August 2014
09/02/2014	778139	Ennis Paint Inc.	\$16,196.25	2110-31320-402340	white totes of paint
09/02/2014	778139	Ennis Paint Inc.	\$16,127.50	2110-31320-402340	yellow totes
09/02/2014	778139	Ennis Paint Inc.	\$9,141.76	2110-31320-402340	5 gallon buckets of paint
09/02/2014	778140	Entre Technology Service	\$3,800.00	6200-19120-403870	MS SQL Server 2012 Class Sept 8-12 2014 Damon Combs Patty Czarny
09/02/2014	778146	Ferguson Enterprises Inc	\$3,600.31	5020-00000-141000	SYSTEMS PO NUM 296129

Check Date	Check	Name	Amount	Account	Item Desc
09/02/2014	778149	Gas Drive Global(US) Inc.	\$3,044.91	5020-00000-141000	WASTEWATER PARTS & SUPPLY PO NUM
09/02/2014	778156	HDR, Inc.	\$1,008.38	5030-74910-409390	WO 12-44 WTP High Srvc Pump H2-3; CO#1
09/02/2014	778156	HDR, Inc.	\$1,539.63	5030-74910-409390	WO 12-43 WTP Backup Power Phase III
09/02/2014	778156	HDR, Inc.	\$876.30	5030-74910-409390	WO 12-43 WTP Backup Power Phase III; CO#1
09/02/2014	778156	HDR, Inc.	\$3,556.03	5030-74910-409390	WO 12-43 WTP Backup Power Phase III; CO#2
09/02/2014	778159	Integrated Information Solutions Inc.	\$450.00	6200-19120-403550	Alan Support SAN issues
09/02/2014	778159	Integrated Information Solutions Inc.	\$4,544.19	6200-19110-405370	IBM Hardware Maintenance 7870-AC1 SN OSO6BP824 7979-AC1 SN OSKQYNB69 7977-AC1 SN OSKQAVKXA 4368-AC1 SN OSKQCZNGW 4368-AC1 SN OSKQGBHDG 7979-AC1 SN OSKQFVWZM
09/02/2014	778160	Intermountain Traffic, LLC	\$795.00	2110-31320-402430	12" red arrow, clear lens
09/02/2014	778160	Intermountain Traffic, LLC	\$795.00	2110-31320-402430	12" yellow arrow, clear lens
09/02/2014	778160	Intermountain Traffic, LLC	\$995.00	2110-31320-402430	12" green arrow, clear lens
09/02/2014	778160	Intermountain Traffic, LLC	\$810.00	2110-31320-402430	12" yellow LED, clear lens
09/02/2014	778160	Intermountain Traffic, LLC	\$201.27	2110-31320-402430	freight on shipment
09/02/2014	778162	J & J Concrete Inc.	\$4,100.00	5020-75000-403680	825 & 901 Lynnwood
09/02/2014	778164	Jem Contracting, Inc	\$139,637.54	4700-31610-409310	SID 1395 Boca Raton Road
09/02/2014	778164	Jem Contracting, Inc	\$25,981.66	2050-31310-409310	SID 1395 Boca Raton Road
09/02/2014	778167	Kimley-Horn and Associates	\$4,138.78	5210-15210-403590	Downtown Parking Strategic Plan
09/02/2014	778170	Kittelson & Associates Inc	\$10,408.10	2400-43010-407214	inv 0071495
09/02/2014	778171	Knife River (JTL Group Inc.)	\$3,674.64	2110-31320-404710	asphalt
09/02/2014	778171	Knife River (JTL Group Inc.)	\$930.86	2110-31320-404710	asphalt
09/02/2014	778171	Knife River (JTL Group Inc.)	\$373.30	2110-31320-404520	3/8" chips
09/02/2014	778171	Knife River (JTL Group Inc.)	\$791.78	2110-31320-404710	asphalt
09/02/2014	778171	Knife River (JTL Group Inc.)	\$373.93	2110-31320-404710	asphalt
09/02/2014	778171	Knife River (JTL Group Inc.)	\$2,936.54	2110-31320-404710	asphalt
09/02/2014	778171	Knife River (JTL Group Inc.)	\$199.47	2110-31320-404710	asphalt
09/02/2014	778181	Mild Fence	\$101,128.50	5410-31230-409250	Perimeter fencing at the landfill this is less the
09/02/2014	778181	Mild Fence	\$1,538.62	5410-31230-402290	extra fencing that was outside the contract
09/02/2014	778182	MJR Industries Inc	\$4,744.69	5610-71120-403660	Invoice #14-1070-A. Repairs to bag claim belt
09/02/2014	778184	Montana Dakota Utilities Co	\$13.27	2990-66980-407275	NSP-2101 10TH AVE NORTH-MSU-GAS AUG
09/02/2014	778184	Montana Dakota Utilities Co	\$11.60	5610-71170-403440	295 580 1000 4. Aero Interiors. August 2014
09/02/2014	778184	Montana Dakota Utilities Co	\$11.60	5610-71170-403440	185 580 1000 7. TSA Building. August 2014
09/02/2014	778184	Montana Dakota Utilities Co	\$23.20	5610-71190-403440	889 373 1000 6. Car Wash. August 2014
09/02/2014	778184	Montana Dakota Utilities Co	\$174.17	5610-71190-403440	129 573 1000 1. Mud Wash. August 2014
09/02/2014	778184	Montana Dakota Utilities Co	\$15.42	5610-71190-403440	229 573 1000 0. Detail Bay 1 Hertz. August 2014
09/02/2014	778184	Montana Dakota Utilities Co	\$19.28	5610-71190-403440	629 573 1000 6. Detail Bay 2 National/Alamo.
09/02/2014	778184	Montana Dakota Utilities Co	\$16.96	5610-71190-403440	329 573 1000 9. Detail Bay 3. Enterprise
09/02/2014	778184	Montana Dakota Utilities Co	\$22.34	5610-71190-403440	429 573 1000 8. Detail Bay 4 Avis/Budget.
09/02/2014	778184	Montana Dakota Utilities Co	\$14.67	5610-71190-403440	529 573 1000 7. Detail Bay 5 Thrifty/Dollar.
09/02/2014	778184	Montana Dakota Utilities Co	\$18.52	5020-74000-403440	0104901000 0
09/02/2014	778184	Montana Dakota Utilities Co	\$508.84	0100-51260-403440	0619431000 6
09/02/2014	778184	Montana Dakota Utilities Co	\$11.60	5020-74000-403440	1104901000 9
09/02/2014	778184	Montana Dakota Utilities Co	\$11.60	6500-15660-403440	1307331000 8
09/02/2014	778184	Montana Dakota Utilities Co	\$177.32	1500-21710-403440	1692331000 3
09/02/2014	778184	Montana Dakota Utilities Co	\$11.60	5020-74000-403440	2104901000 8
09/02/2014	778184	Montana Dakota Utilities Co	\$81.71	5120-84000-403440	2937801000 2
09/02/2014	778184	Montana Dakota Utilities Co	\$163.42	5120-84000-403440	2937801000 2
09/02/2014	778184	Montana Dakota Utilities Co	\$81.71	5120-84000-403440	2937801000 2
09/02/2014	778184	Montana Dakota Utilities Co	\$141.37	5020-73140-403440	3104901000 7
09/02/2014	778184	Montana Dakota Utilities Co	\$47.12	5120-83140-403440	3104901000 7
09/02/2014	778184	Montana Dakota Utilities Co	\$11.60	1500-21150-403410	51411704789
09/02/2014	778184	Montana Dakota Utilities Co	\$6.18	5020-74000-403440	3735801000 9
09/02/2014	778184	Montana Dakota Utilities Co	\$6.18	5020-74000-403440	3735801000 9
09/02/2014	778184	Montana Dakota Utilities Co	\$57.76	5020-73140-403440	4104901000 6
09/02/2014	778184	Montana Dakota Utilities Co	\$19.25	5120-83140-403440	4104901000 6
09/02/2014	778184	Montana Dakota Utilities Co	\$11.60	1500-21150-403410	06290794947
09/02/2014	778184	Montana Dakota Utilities Co	\$30.77	0100-51270-403440	4377801000 9
09/02/2014	778184	Montana Dakota Utilities Co	\$71.60	1500-22210-403440	4421901000 4
09/02/2014	778184	Montana Dakota Utilities Co	\$73.95	5020-74000-403440	5004901000 7
09/02/2014	778184	Montana Dakota Utilities Co	\$12.00	0100-51120-403410	5014731000 2
09/02/2014	778184	Montana Dakota Utilities Co	\$11.60	5020-74000-403440	5104901000 5
09/02/2014	778184	Montana Dakota Utilities Co	\$60.03	1500-22210-403440	5336531000 1
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09/02/2014	778184	Montana Dakota Utilities Co	\$19.40	6600-31100-403440	5953731000 1
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09/02/2014	778184	Montana Dakota Utilities Co	\$5.80	5020-74000-403440	6004901000 6
09/02/2014	778184	Montana Dakota Utilities Co	\$5.80	5020-74000-403440	6004901000 6
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09/02/2014	778184	Montana Dakota Utilities Co	\$70.72	5610-71170-403440	7065801000 7
09/02/2014	778184	Montana Dakota Utilities Co	\$11.60	5210-15920-403440	7173531000 6
09/02/2014	778184	Montana Dakota Utilities Co	\$26.30	5120-85000-403440	7354531000 2
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09/02/2014	778184	Montana Dakota Utilities Co	\$42.37	1500-22210-403440	8858801000 4
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09/02/2014	778184	Montana Dakota Utilities Co	\$112.15	6500-15670-403440	9297801000 4
09/02/2014	778184	Montana Dakota Utilities Co	\$30.88	5120-85000-403440	9550431000 4
09/02/2014	778184	Montana Dakota Utilities Co	\$162.75	5710-71430-403440	9628801000 0
09/02/2014	778184	Montana Dakota Utilities Co	\$97.75	6500-15660-403440	9897331000 0
09/02/2014	778184	Montana Dakota Utilities Co	\$46.26	6500-15660-403440	9937331000 4
09/02/2014	778184	Montana Dakota Utilities Co	\$111.37	2600-55120-403440	2199244851 0
09/02/2014	778184	Montana Dakota Utilities Co	\$23.20	5610-71130-403440	06882310003 / 31454601
09/02/2014	778184	Montana Dakota Utilities Co	\$85.27	5610-71130-403440	2855801000 6
09/02/2014	778186	Montana Peterbilt LLC	-\$389.98	5410-31220-402320	H-242200087
09/02/2014	778186	Montana Peterbilt LLC	\$250.00	5410-31220-402320	H-242200087B
09/02/2014	778186	Montana Peterbilt LLC	\$157.32	5410-31220-402320	H-242240050
09/02/2014	778186	Montana Peterbilt LLC	\$197,757.00	5410-31220-409420	Rearload truck with options and warranty minus
09/02/2014	778186	Montana Peterbilt LLC	\$172,869.00	5410-31220-409420	frontload truck for garbage collection
09/02/2014	778186	Montana Peterbilt LLC	\$226,337.00	5410-31220-409420	sideload truck for garbage collection
09/02/2014	778186	Montana Peterbilt LLC	-\$311.56	6010-00000-141000	H-242200068 PO NUM 296165
09/02/2014	778186	Montana Peterbilt LLC	\$139.98	6010-00000-141000	H-242200087B PO NUM 296165
09/02/2014	778189	Morrison Maierle Inc	\$4,008.83	4050-71250-409697	AIP-44 Runway 10L/28R Rehab Project - Federal
09/02/2014	778189	Morrison Maierle Inc	\$445.43	4050-71250-409698	AIP-44 Runway 10L/28R Rehab Project - Local
09/02/2014	778189	Morrison Maierle Inc	\$776.66	5630-71220-409390	Amendment 7 Engineering Services for West
09/02/2014	778189	Morrison Maierle Inc	\$517.78	5630-71220-409390	Amendment 7 Engineering Services for West
09/02/2014	778189	Morrison Maierle Inc	\$22,455.85	5630-71220-409310	Amendment 9 Engineering Services to Construct
09/02/2014	778189	Morrison Maierle Inc	\$42,509.70	4060-71190-409310	Transfer Parking Lot - Design
09/02/2014	778189	Morrison Maierle Inc	\$5,043.37	4060-71190-409310	Transfer Parking Lot - CA
09/02/2014	778189	Morrison Maierle Inc	\$8,333.10	5620-71200-409310	Reconstruct Terminal Circle - Design
09/02/2014	778189	Morrison Maierle Inc	\$652.11	5620-71200-409310	Reconstruct Terminal Circle - CA
09/02/2014	778190	Motor Power Equipment Co.	\$4,270.00	0100-51120-402320	AW25918
09/02/2014	778191	Moulton Bellingham PC	\$14,397.50	0100-16110-403560	Inv. 109167, Watters v. City, File No. 14198
09/02/2014	778192	MT Waterworks	\$546.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM
09/02/2014	778192	MT Waterworks	\$2,512.89	5020-00000-141000	SYSTEMS PO NUM 296077
09/02/2014	778192	MT Waterworks	\$2,395.00	5020-74000-402450	Check valve
09/02/2014	778192	MT Waterworks	\$1,519.22	5030-75910-409340	Gaskets, valve gates, tee
09/02/2014	778192	MT Waterworks	\$985.00	5120-85000-402380	Air release valve repair kit
09/02/2014	778192	MT Waterworks	\$49.96	5030-75910-409340	Plug
09/02/2014	778193	Napa Auto Parts	\$83.20	6010-00000-141714	543814 PO NUM 296183
09/02/2014	778193	Napa Auto Parts	\$1,406.36	6010-00000-141714	545543 PO NUM 296183
09/02/2014	778193	Napa Auto Parts	\$88.21	6010-00000-141714	547298 PO NUM 296183
09/02/2014	778193	Napa Auto Parts	\$4.41	5710-71440-402320	Auto & Truck Maintenance Items
09/02/2014	778193	Napa Auto Parts	\$20.74	5710-71440-402320	537468
09/02/2014	778193	Napa Auto Parts	\$7.39	5710-71440-402320	537468
09/02/2014	778193	Napa Auto Parts	\$11.98	5710-71470-402320	544361
09/02/2014	778193	Napa Auto Parts	\$219.64	5710-71470-402320	545072
09/02/2014	778193	Napa Auto Parts	\$12.83	5710-71470-402320	545501
09/02/2014	778193	Napa Auto Parts	\$77.90	5710-71470-402320	545545
09/02/2014	778193	Napa Auto Parts	\$131.41	0100-51120-402320	541700
09/02/2014	778193	Napa Auto Parts	-\$123.94	0100-51120-402320	541927
09/02/2014	778193	Napa Auto Parts	\$12.18	2110-31320-402320	543987
09/02/2014	778193	Napa Auto Parts	\$106.39	1500-21120-402320	544206
09/02/2014	778193	Napa Auto Parts	\$8.72	6010-15530-402410	544287
09/02/2014	778193	Napa Auto Parts	\$18.41	5410-31230-402320	544297
09/02/2014	778193	Napa Auto Parts	\$17.44	6700-31410-402320	544350
09/02/2014	778193	Napa Auto Parts	\$23.88	2110-31320-402320	544425
09/02/2014	778193	Napa Auto Parts	\$3.09	6010-15530-402650	544651
09/02/2014	778193	Napa Auto Parts	\$145.30	0100-51120-402320	544881
09/02/2014	778193	Napa Auto Parts	\$25.35	0100-51120-402320	544893
09/02/2014	778193	Napa Auto Parts	\$76.75	1500-21120-402320	544935
09/02/2014	778193	Napa Auto Parts	\$22.25	6010-15530-402320	544960
09/02/2014	778193	Napa Auto Parts	\$24.62	1500-21120-402320	544974
09/02/2014	778193	Napa Auto Parts	\$122.14	5410-31220-402320	545007
09/02/2014	778193	Napa Auto Parts	\$131.19	0100-51120-402320	545036
09/02/2014	778193	Napa Auto Parts	\$33.72	0100-51120-402320	545068
09/02/2014	778193	Napa Auto Parts	\$50.57	5020-75000-402320	545128
09/02/2014	778193	Napa Auto Parts	\$306.74	5020-75000-402320	545129
09/02/2014	778193	Napa Auto Parts	\$55.72	5410-31220-402320	545192
09/02/2014	778193	Napa Auto Parts	-\$36.93	1500-21120-402320	545217
09/02/2014	778193	Napa Auto Parts	\$19.18	5410-31220-402320	545276
09/02/2014	778193	Napa Auto Parts	\$59.14	5020-75000-402320	545317

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09/02/2014	778193	Napa Auto Parts	\$24.62	1500-21120-402320	545502
09/02/2014	778193	Napa Auto Parts	\$9.28	5020-75000-402320	545505
09/02/2014	778193	Napa Auto Parts	-\$50.57	5020-75000-402320	545593
09/02/2014	778193	Napa Auto Parts	\$20.90	5020-74000-402320	NONSTOCKING ITEMS-P.U.D.
09/02/2014	778193	Napa Auto Parts	\$553.86	6010-00000-141000	545141 PO NUM 296205
09/02/2014	778193	Napa Auto Parts	\$46.04	6010-00000-141000	545408 PO NUM 296205
09/02/2014	778193	Napa Auto Parts	\$28.04	6010-00000-141000	545408 PO NUM 296205
09/02/2014	778194	Network Information Systems	\$3,105.00	5020-73120-403660	4 Dances radio install
09/02/2014	778196	Northwest Armor LLC	\$1,388.80	1500-21120-402260	PB Endeavor Carrier, Point Blank Endeavor
09/02/2014	778196	Northwest Armor LLC	\$5,508.00	1500-21120-402120	PB CIIA 1 Vision, Point Blank CIIA with 1 Vision
09/02/2014	778196	Northwest Armor LLC	\$2,083.20	1500-21120-402120	PB Endeavor Carrier, Point Blank Endeavor
09/02/2014	778196	Northwest Armor LLC	\$264.00	1500-21120-402120	PB P11-01, Radio Pouch, STD Size, Open Top
09/02/2014	778196	Northwest Armor LLC	\$268.80	1500-21120-402120	PB P10-03, 5x5 Utility Pouch
09/02/2014	778196	Northwest Armor LLC	\$268.80	1500-21120-402120	PB P5-01 DBL Cuff Case, PB P5-01 DBL Cuff
09/02/2014	778196	Northwest Armor LLC	\$2,295.00	1500-21720-402260	PB CIIA 1 Vision, Point Blank CIIA with 1 Vision
09/02/2014	778196	Northwest Armor LLC	\$868.00	1500-21720-402260	PB Endeavor Carrier, Point Blank Endeavor
09/02/2014	778196	Northwest Armor LLC	\$110.00	1500-21720-402260	PB P11-01, Radio Pouch, STD Size, Open Top
09/02/2014	778196	Northwest Armor LLC	\$112.00	1500-21720-402260	PB P10-03, 5x5 Utility Pouch
09/02/2014	778196	Northwest Armor LLC	\$112.00	1500-21720-402260	PB P5-01 DBL Cuff Case, PB P5-01 DBL Cuff
09/02/2014	778198	NorthWestern Energy	\$374.07	5610-71170-403410	0712792-1. IP-7. August 2014
09/02/2014	778198	NorthWestern Energy	\$14.33	5610-71170-403410	0712799-6. August 2014. IP-8
09/02/2014	778198	NorthWestern Energy	\$1,430.72	5610-71170-403410	0712800-2. IP-9. August 2014
09/02/2014	778198	NorthWestern Energy	\$16.50	5610-71170-403410	0712817-6. IP-House. August 2014
09/02/2014	778198	NorthWestern Energy	\$60.36	5610-71130-403410	0719616-5. ARFF Facility Lights. August 2014
09/02/2014	778198	NorthWestern Energy	\$575.75	1500-22210-403410	08715468
09/02/2014	778198	NorthWestern Energy	\$353.12	0100-51120-403410	09254962
09/02/2014	778198	NorthWestern Energy	\$572.19	6500-15660-403410	09758087
09/02/2014	778198	NorthWestern Energy	\$524.98	1500-22210-403410	08715468
09/02/2014	778198	NorthWestern Energy	\$56,160.74	5120-84000-403410	725 HWY 87 East
09/02/2014	778198	NorthWestern Energy	\$1,738.96	5020-74000-403410	Airport Rd/17th West/Hwy 3/Waldo
09/02/2014	778198	NorthWestern Energy	\$32.74	5610-71170-403410	1341291-1. Old Enterprise Car Wash. August
09/02/2014	778198	NorthWestern Energy	\$317.21	5210-15950-403410	07208291
09/02/2014	778198	NorthWestern Energy	\$1,434.91	5210-15920-403410	07208341
09/02/2014	778198	NorthWestern Energy	\$196.57	6070-22350-403410	07215809
09/02/2014	778198	NorthWestern Energy	\$14.15	0100-51120-403410	07222375
09/02/2014	778198	NorthWestern Energy	\$7.40	0100-51120-403410	07222474
09/02/2014	778198	NorthWestern Energy	\$294.63	0100-51120-403410	07222516
09/02/2014	778198	NorthWestern Energy	\$1.14	0100-51120-403410	07222540
09/02/2014	778198	NorthWestern Energy	\$92.98	0100-51120-403410	07222557
09/02/2014	778198	NorthWestern Energy	\$533.66	0100-51120-403410	07222573
09/02/2014	778198	NorthWestern Energy	\$333.55	0100-51120-403410	07222607
09/02/2014	778198	NorthWestern Energy	\$92.19	0100-51120-403410	07222615
09/02/2014	778198	NorthWestern Energy	\$62.64	0100-51120-403410	07222623
09/02/2014	778198	NorthWestern Energy	\$85.23	0100-51120-403410	07222631
09/02/2014	778198	NorthWestern Energy	\$207.37	0100-51120-403410	07222656
09/02/2014	778198	NorthWestern Energy	\$58.76	0100-51120-403410	07222664
09/02/2014	778198	NorthWestern Energy	\$30.89	0100-51120-403410	07222680
09/02/2014	778198	NorthWestern Energy	\$12.12	0100-51120-403410	07222698
09/02/2014	778198	NorthWestern Energy	\$11.96	0100-51120-403410	07222920
09/02/2014	778198	NorthWestern Energy	\$58.93	0100-51120-403410	07222938
09/02/2014	778198	NorthWestern Energy	\$8.65	0100-51120-403410	07229057
09/02/2014	778198	NorthWestern Energy	\$356.25	0100-51120-403410	07230352
09/02/2014	778198	NorthWestern Energy	\$8.87	0100-51120-403410	07230360
09/02/2014	778198	NorthWestern Energy	\$191.83	0100-51120-403410	07230378
09/02/2014	778198	NorthWestern Energy	\$63.67	0100-51120-403410	07230386
09/02/2014	778198	NorthWestern Energy	\$53.94	0100-51120-403410	07230428
09/02/2014	778198	NorthWestern Energy	\$96.59	0100-51120-403410	07230485
09/02/2014	778198	NorthWestern Energy	\$152.45	0100-51120-403410	07230501
09/02/2014	778198	NorthWestern Energy	\$33.81	0100-51120-403410	07230519
09/02/2014	778198	NorthWestern Energy	\$67.93	0100-51120-403410	07230527
09/02/2014	778198	NorthWestern Energy	\$767.77	0100-51120-403410	07230543
09/02/2014	778198	NorthWestern Energy	\$15.04	0100-51120-403410	07230550
09/02/2014	778198	NorthWestern Energy	\$44.92	0100-51120-403410	07230568
09/02/2014	778198	NorthWestern Energy	\$11.78	0100-51120-403410	07230576
09/02/2014	778198	NorthWestern Energy	\$33.60	0100-51120-403410	07230584
09/02/2014	778198	NorthWestern Energy	\$400.15	0100-51120-403410	07229339
09/02/2014	778198	NorthWestern Energy	\$9.25	0100-51120-403410	07230907
09/02/2014	778198	NorthWestern Energy	\$8.08	0100-51120-403410	07231624
09/02/2014	778198	NorthWestern Energy	\$7.40	0100-51120-403410	07236441
09/02/2014	778198	NorthWestern Energy	\$7.40	0100-51120-403410	07236458
09/02/2014	778198	NorthWestern Energy	\$32.91	0100-51120-403410	07894371
09/02/2014	778198	NorthWestern Energy	\$17.07	0100-51120-403410	09789173
09/02/2014	778198	NorthWestern Energy	\$71.08	2110-31320-403410	10458206
09/02/2014	778198	NorthWestern Energy	\$7.40	0100-51120-403410	12300661
09/02/2014	778198	NorthWestern Energy	\$7.40	0100-51120-403410	12422226
09/02/2014	778198	NorthWestern Energy	\$1,003.50	5210-15910-403410	15942824

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09/02/2014	778198	NorthWestern Energy	\$1,307.81	5210-15910-403410	15696362
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09/02/2014	778198	NorthWestern Energy	\$673.27	6700-31410-403410	17413147
09/02/2014	778198	NorthWestern Energy	\$151.40	5710-71480-403410	17847567
09/02/2014	778198	NorthWestern Energy	\$205.10	1500-21150-403410	19841501
09/02/2014	778198	NorthWestern Energy	\$334.30	1500-21150-403410	19841550
09/02/2014	778202	Peaks To Plains Design	\$7,098.40	2120-43700-409390	Ponderosa School Path Prelim Eng Construction
09/02/2014	778205	Peterson Office Furniture	\$2,936.87	2990-65010-407270	WSCA Contract #MA147 new office space
09/02/2014	778207	Public Utilities	\$37.84	4280-65900-409180	Account #97315-10146900 2/14/13 - 502 S 33rd - Water/Sewer/Garbage
09/02/2014	778207	Public Utilities	\$594.00	5120-85000-403420	671274846
09/02/2014	778207	Public Utilities	\$187.38	2110-31320-403420	671294847
09/02/2014	778207	Public Utilities	\$1,204.48	5120-84000-403420	187212152
09/02/2014	778207	Public Utilities	\$2,255.43	8720-51980-403420	11498915890
09/02/2014	778207	Public Utilities	\$4,583.57	8720-51980-403420	11498915891
09/02/2014	778207	Public Utilities	\$1,959.39	0100-51120-403420	676333936
09/02/2014	778207	Public Utilities	\$1,306.26	8720-51980-403420	676333936
09/02/2014	778207	Public Utilities	\$2,980.91	8720-51980-403420	11828118660
09/02/2014	778207	Public Utilities	\$3,534.28	8720-51980-403420	13019519760
09/02/2014	778207	Public Utilities	\$177.87	8720-51980-403420	13019521993
09/02/2014	778207	Public Utilities	\$1,550.88	8720-51980-403420	13592326953
09/02/2014	778207	Public Utilities	\$818.12	8720-51980-403420	13592722571
09/02/2014	778207	Public Utilities	\$230.55	8720-51980-403420	13592526964
09/02/2014	778208	Quantum Spatial Inc	\$3,000.00	1500-21110-403450	Aerial Imagery of Billings and BUFSA Police
09/02/2014	778208	Quantum Spatial Inc	\$5,000.00	1500-22230-402520	Aerial Imagery of Billings and BUFSA Fire
09/02/2014	778208	Quantum Spatial Inc	\$2,500.00	5610-71100-403590	Aerial Imagery of Billings and BUFSA Airport
09/02/2014	778208	Quantum Spatial Inc	\$1,000.00	0100-43210-403960	Aerial Imagery of Billings and BUSFA Code Enforcement
09/02/2014	778208	Quantum Spatial Inc	\$2,400.00	0100-13130-403590	Aerial Imagery of Billings and BUSFA Administration
09/02/2014	778208	Quantum Spatial Inc	\$2,500.00	5210-15210-403590	Aerial Imagery of Billings and BUSFA Parking
09/02/2014	778208	Quantum Spatial Inc	\$2,500.00	0100-51120-403590	Aerial Imagery of Billings and BUSFA Parks & Rec
09/02/2014	778208	Quantum Spatial Inc	\$1,200.00	2110-31320-403590	Aerial Imagery of Billings and BUSFA Public Works PW1, PW2, PW3, PW4, PW5,
09/02/2014	778208	Quantum Spatial Inc	\$3,300.00	5020-72110-403590	Aerial Imagery of Billings and BUSFA Public Works PW1, PW2, PW3, PW4, PW5,
09/02/2014	778208	Quantum Spatial Inc	\$3,300.00	5120-82110-403590	Aerial Imagery of Billings and BUSFA Public Works PW1, PW2, PW3, PW4, PW5,
09/02/2014	778208	Quantum Spatial Inc	\$1,200.00	5410-31220-403590	Aerial Imagery of Billings and BUSFA Public Works PW1, PW2, PW3, PW4, PW5,
09/02/2014	778208	Quantum Spatial Inc	\$1,200.00	6700-31410-403590	Aerial Imagery of Billings and BUSFA Public Works PW1, PW2, PW3, PW4, PW5,
09/02/2014	778208	Quantum Spatial Inc	\$1,800.00	8400-31840-403590	Aerial Imagery of Billings and BUSFA Public Works PW1, PW2, PW3, PW4, PW5,
09/02/2014	778208	Quantum Spatial Inc	\$4,000.00	2400-43010-403961	Planning's portion for Aerial Imagery of Billings
09/02/2014	778213	Riverside Contracting	\$249,555.05	4050-00000-201100	Retainage Release AIP 44 Runway 10L 28R Mill,
09/02/2014	778213	Riverside Contracting	\$27,728.34	4050-00000-201100	Retainage Release AIP 44 Runway 10L 28R Mill,
09/02/2014	778213	Riverside Contracting	\$581.00	4050-00000-201100	Retainage Release Hold Bars - Local Share
09/02/2014	778213	Riverside Contracting	\$82,927.56	4050-71250-409697	Runway 10L/28R Mill, Pave & Electrical - Federal
09/02/2014	778213	Riverside Contracting	\$9,214.17	4050-71250-409698	Runway 10L/28R Mill, Pave & Electrical - Local
09/02/2014	778213	Riverside Contracting	\$16,298.51	4050-71250-409698	Hold Bars - Local Share
09/02/2014	778217	Sanderson Stewart	\$2,612.52	2120-43700-409390	invoice 37909
09/02/2014	778217	Sanderson Stewart	\$70,162.46	5030-75910-409340	WO 14-01 2014 Water & Sewer Projects - Sch 1
09/02/2014	778217	Sanderson Stewart	\$14,756.50	8400-31840-409310	WO 14-01 2014 Water & Sewer Projects - Sch 1
09/02/2014	778217	Sanderson Stewart	\$573.00	8450-31860-409310	WO 09-12 INNER BELT LOOP (845)
09/02/2014	778217	Sanderson Stewart	\$9,030.40	2400-43010-407214	inv 37914 Highway 3 Corridor Planning Study
09/02/2014	778220	Skyline Services, Inc	\$1,627.50	5610-71120-403660	FY15 - 4 Months Window Cleaning Maintenance
09/02/2014	778220	Skyline Services, Inc	\$2,065.00	5610-71120-403660	Invoice #35176. Pressure washing of all
09/02/2014	778226	System Innovators	\$3,500.00	0100-15120-402925	CAFR Unlimited
09/02/2014	778227	Tetra Tech, Inc.	\$3,245.10	5410-31230-403590	Landfill monitoring and consulting
09/02/2014	778231	Town & Country Supply Association	\$32,464.29	6010-00000-141000	205563 PO NUM 296212
09/02/2014	778231	Town & Country Supply Association	\$32,719.29	6010-00000-141000	PO Num 296204 Invoice 205550
09/02/2014	778231	Town & Country Supply Association	\$12,594.94	6010-00000-141000	203682 PO NUM 296206
09/02/2014	778231	Town & Country Supply Association	\$6,457.00	5710-00000-141000	BUS MET PO NUM 296207
09/02/2014	778231	Town & Country Supply Association	\$544.35	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM
09/02/2014	778231	Town & Country Supply Association	\$370.74	5020-74000-402310	Fuel delivery for generators
09/02/2014	778231	Town & Country Supply Association	\$370.73	5020-74000-402310	Fuel delivery for generators
09/02/2014	778231	Town & Country Supply Association	\$1,276.56	1500-22260-402310	206223: FIRE1 UNLEADED FUEL DELIVERED
09/02/2014	778232	Tractor & Equipment Co.	\$45.14	5410-31230-402320	air brake valves
09/02/2014	778232	Tractor & Equipment Co.	\$1,903.48	5410-31230-402320	air filters for 836 compactor
09/02/2014	778232	Tractor & Equipment Co.	\$577.36	5410-31230-402320	fan belt and pulley

Check Date	Check	Name	Amount	Account	Item Desc
09/02/2014	778233	Tristate Equipment	\$149.03	6010-00000-141000	M79856 PO NUM 296180
09/02/2014	778233	Tristate Equipment	\$149.03	6010-00000-141000	M79869 PO NUM 296180
09/02/2014	778233	Tristate Equipment	\$43.89	5410-31220-402320	M79757
09/02/2014	778233	Tristate Equipment	\$70.37	5410-31220-402320	M79898
09/02/2014	778233	Tristate Equipment	\$149.03	6010-00000-141000	M80159 PO NUM 296209
09/02/2014	778233	Tristate Equipment	\$162.72	5410-31220-402320	M80059
09/02/2014	778233	Tristate Equipment	\$469.17	2110-31320-402320	M80063
09/02/2014	778233	Tristate Equipment	\$16.18	2110-31320-402320	M80063
09/02/2014	778233	Tristate Equipment	\$56.13	5410-31220-402320	M800932
09/02/2014	778233	Tristate Equipment	\$98.62	2110-31320-402320	M80140
09/02/2014	778233	Tristate Equipment	\$1,254.45	5410-31220-402320	N24370
09/02/2014	778235	Water Control Corporation	\$3,409.55	5120-84000-402450	UV lamps
09/02/2014	778237	Western Emulsions Inc	\$1,041.89	2110-31320-404710	pass material for road patching machine
09/02/2014	778237	Western Emulsions Inc	\$2,352.66	2110-31320-404710	pass for road patching machine
09/02/2014	778241	Yellowstone Bank	\$10,000.00	2830-65810-407277	FTHB Robert Gersbach 927 Caroline Street
09/02/2014	778242	Yellowstone Co Implement	\$83.46	5120-84000-402320	NONSTOCKING ITEMS-P.U.D.
09/02/2014	778242	Yellowstone Co Implement	\$1,334.10	5120-84000-402320	NONSTOCKING ITEMS-P.U.D.
09/02/2014	778242	Yellowstone Co Implement	\$1,260.00	5120-84000-403620	NONSTOCKING ITEMS-P.U.D.
09/02/2014	778243	Yellowstone Electric Co	\$208,087.58	5130-84910-409390	WO 14-07 WWTP Emergency Electrical
09/02/2014	778244	Yellowstone Valley Animal Shelter	\$21,712.67	1500-21700-403990	city contract 7-22-14 thru 8-21-14

Regular City Council Meeting

Meeting Date: 09/22/2014

TITLE: Public Hearing and Resolution for FY14 Month 13 Budget Amendments

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Staff is requesting that the City Council conduct a public hearing and consider adopting a resolution that will amend the FY 14 budget as explained below:

Fund 0100-Non Departmental

The bridge over the railroad tracks project bids were in excess of available CTEP grant money so the project was abandoned. CTEP money in the amount of \$137,386.90 was spent for project engineering. The money will have to be paid back as the project was not completed. The General Fund Non-Departmental budget does not have enough budget authority to make the payment. Reserves will be used for this payment.

Fund 2400-Planning

The Planning division had two on-going projects that exceeded their FY14 budget. The projects are Highway 3 Corridor Planning Study and the ZooMontana to Riverfront Bike/Pedestrian Connector Study. Federal grant funding will be used for this amendment.

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 reserves in the General Fund and a Federal grant in the Planning Fund.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the resolution approving and adopting the month 13 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 22nd day of September, 2014.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

Regular City Council Meeting

Meeting Date: 09/22/2014

TITLE: Public Hearing and Resolution Relating to Petitions for Reduction of Arterial Construction Fee Assessments

PRESENTED BY: David Mumford

Department: Public Works

PROBLEM/ISSUE STATEMENT

The City Council adopted Ordinance 05-5322 on Arterial Construction Fees on April 11, 2005 in part to provide relief to commercially-zoned properties being used solely as owner-occupied single family residences. The City Council adopted Ordinance 08-5478 on September 22, 2008, which allows a Residential Manufactured Home (RMH)-zoned property owner to also petition for a reduction of arterial fee assessments if the parcel is used solely as an owner-occupied single family residence. The relief in both of these situations is in the form of capping the parcel square footage at 9,600 square feet and calculating the assessment based on the R-9600 zoning rate instead of commercial or RMH zoning rates. As of August 31, 2014, the Public Works Department received four (4) signed petitions involving four (4) parcels. All four (4) of the parcels meet the criteria specified in Ordinances 05-5322 and 08-5478 for a reduction of the Arterial Construction Fee assessment.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

- Approve the resolution reducing the Arterial Construction Fee assessments for the four parcels meeting the criteria of Ordinance 08-5478; or,
- Not approve the resolution.

FINANCIAL IMPACT

By reducing the Arterial Construction Fee assessments on the four (4) parcels meeting the criteria of Ordinance 08-5478, the City will collect \$1,442.51 less for FY 2015 than if the City Council denies the petitions.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the proposed resolution reducing the Arterial Construction Fee assessments for the four (4) parcels meeting the criteria of Ordinance 08-5478.

APPROVED BY CITY ADMINISTRATOR

2014 Petitions

Resolution



Petition for Reduction of Arterial Construction Fee Assessments

The City Council adopted Ordinance 05-5322 on April 11, 2005, in part to provide relief to commercially zoned properties being used as owner-occupied single family residences. The ordinance states "*The City Council may provide an exemption to commercially zoned properties that are currently owner-occupied solely as a single-family residence. The property owner must annually request the exemption through the Public Works Department by August 31 of each year.*" The relief will be in the form of capping the parcel square footage at 9,600 square feet and calculating the assessment based on R-9600 zoning rates instead of commercial zoning rates. This ordinance change is not retroactive.

If your property meets the criteria above, and you wish to petition the City Council for a reduction of your Arterial Construction Fee assessments, please complete this form and return it to the Public Works Department, 510 N Broadway-4th Floor, Billings, MT 59101 **by August 31.**

.....
Date 8-5-14 Tax Code # C12313 Taxable Year 2014-15

Parcel street address 233 SWORDS LN. 59105

Parcel legal description FELIX SUBD, 527, T01 N, R26E, LOT 1

Parcel zoning classification HC

By signing below, I certify that I own the parcel identified above, that it is my primary residence, that I use the parcel solely as a single-family residence, and that all information provided on this form is true and correct. I understand that if the information supplied on this form is found to be false, I agree to pay back to the City of Billings the amount of the reduction to the Arterial Construction Fees on this parcel as a result of the false information PLUS penalty and interest. I further understand that I must apply annually for a reduction to the Arterial Construction Fee assessment by August 31. I agree to notify the Billings Public Works Department immediately should any information provided on this form change.

Property Owner Signature Dennis Himmelberger Date 8-5-14

Property Owner Name (print legibly) DENNIS HIMMELBERGER

Mailing address PO BOX 22272

City BILLINGS State MT ZIP 59104

Phone Number (optional) 406-670-3039



Petition for Reduction of Arterial Construction Fee Assessments

The City Council adopted Ordinance 05-5322 on April 11, 2005, in part to provide relief to commercially zoned properties being used as owner-occupied single family residences. The ordinance states "The City Council may provide an exemption to commercially zoned properties that are currently owner-occupied solely as a single-family residence. The property owner must annually request the exemption through the Public Works Department by August 31 of each year." The City Council adopted Ordinance 08-5478 on September 22, 2008, that also allows Residential Manufactured Home (RMH)-zoned property owners to petition for a reduction of their arterial construction fee assessments if their parcel is being used solely as an owner-occupied single family residence. The relief in both of these situations may be in the form of capping the parcel square footage at 9,600 square feet and calculating the assessment based on R-9600 zoning rates instead of commercial or RMH zoning rates. These ordinance changes are not retroactive.

If your property meets the criteria above, and you wish to petition the City Council for a reduction of your Arterial Construction Fee assessments, please complete this form and return it to the Public Works Department, 2224 Montana Avenue, Billings, MT 59101 **by August 31.**

.....
Date 11 July 2014 Tax Code # A11635 Taxable Year 2014

Parcel street address 922 North 30th Street

Parcel legal description Section 32, Town 01 N, Range 26 E, Lot: 10 Block: 8.

North Elevation Sub 1st Filing, S32, T01 N, R26 E, Block 8, Lot 10-11.

Parcel zoning classification Medical (Corridor)

By signing below, I certify that I own the parcel identified above, that it is my primary residence, that I use the parcel solely as a single-family residence, and that all information provided on this form is true and correct. I understand that if the information supplied on this form is found to be false, I agree to pay back to the City of Billings the amount of the reduction to the Arterial Construction Fees on this parcel as a result of the false information PLUS penalty and interest. I further understand that I must annually apply for a reduction to the arterial construction fee assessment by August 31 of each year. I agree to notify the Billings Public Works Department immediately should any information provided on this form change.

Property Owner Signature Terry Wade Nilson Date 7/11/2014

Property Owner Name (print legibly) Terry Wade Nilson

Mailing address 922 N. 30th St; Billings MT 59101-0742

City Billings State MT ZIP 59101-0742

Phone Number (optional) (406) 252-2500 (HM)



Petition for Reduction of Arterial Construction Fee Assessments

The City Council adopted Ordinance 05-5322 on April 11, 2005, in part to provide relief to commercially zoned properties being used as owner-occupied single family residences. The ordinance states "The City Council may provide an exemption to commercially zoned properties that are currently owner-occupied solely as a single-family residence. The property owner must annually request the exemption through the Public Works Department by August 31 of each year." The City Council adopted Ordinance 08-5478 on September 22, 2008, that also allows Residential Manufactured Home (RMH)-zoned property owners to petition for a reduction of their arterial construction fee assessments if their parcel is being used solely as an owner-occupied single family residence. The relief in both of these situations may be in the form of capping the parcel square footage at 9,600 square feet and calculating the assessment based on R-9600 zoning rates instead of commercial or RMH zoning rates. These ordinance changes are not retroactive.

If your property meets the criteria above, and you wish to petition the City Council for a reduction of your Arterial Construction Fee assessments, please complete this form and return it to the Public Works Department, 2224 Montana Avenue, Billings, MT 59101 *by August 31.*

.....
Date 6/12/14 Tax Code # D05202 Taxable Year 2014

Parcel street address 2104 Bench Blvd

Parcel legal description Holling Ranch subdivision Lot 10

Parcel zoning classification HC

By signing below, I certify that I own the parcel identified above, that it is my primary residence, that I use the parcel solely as a single-family residence, and that all information provided on this form is true and correct. I understand that if the information supplied on this form is found to be false, I agree to pay back to the City of Billings the amount of the reduction to the Arterial Construction Fees on this parcel as a result of the false information PLUS penalty and interest. I further understand that I must annually apply for a reduction to the arterial construction fee assessment by August 31 of each year. I agree to notify the Billings Public Works Department immediately should any information provided on this form change.

Property Owner Signature Art Hatveldo Date June 12, 2014

Property Owner Name (print legibly) ART HATVELDT

Mailing address 2104 Bench

City Blgs. State MT ZIP 59105

Phone Number (optional) _____



Petition for Reduction of Arterial Construction Fee Assessments

The City Council adopted Ordinance 05-5322 on April 11, 2005, in part to provide relief to commercially zoned properties being used as owner-occupied single family residences. The ordinance states "The City Council may provide an exemption to commercially zoned properties that are currently owner-occupied solely as a single-family residence. The property owner must annually request the exemption through the Public Works Department by August 31 of each year." The City Council adopted Ordinance 08-5478 on September 22, 2008, that also allows Residential Manufactured Home (RMH)-zoned property owners to petition for a reduction of their arterial construction fee assessments if their parcel is being used solely as an owner-occupied single family residence. The relief in both of these situations may be in the form of capping the parcel square footage at 9,600 square feet and calculating the assessment based on R-9600 zoning rates instead of commercial or RMH zoning rates. These ordinance changes are not retroactive.

If your property meets the criteria above, and you wish to petition the City Council for a reduction of your Arterial Construction Fee assessments, please complete this form and return it to the Public Works Department, 2224 Montana Avenue, Billings, MT 59101 **by August 31.**

.....
Date 7/9/14 Tax Code # C01454A Taxable Year 2014

Parcel street address 437 Roxy Lane

Parcel legal description Superior homes subd, S15, T01N, R26E

Block 2, Lot 2 of LT2

Parcel zoning classification RmH

By signing below, I certify that I own the parcel identified above, that it is my primary residence, that I use the parcel solely as a single-family residence, and that all information provided on this form is true and correct. I understand that if the information supplied on this form is found to be false, I agree to pay back to the City of Billings the amount of the reduction to the Arterial Construction Fees on this parcel as a result of the false information PLUS penalty and interest. I further understand that I must annually apply for a reduction to the arterial construction fee assessment by August 31 of each year. I agree to notify the Billings Public Works Department immediately should any information provided on this form change.

Property Owner Signature Dennis A Bauer Date 7-9-14

Property Owner Name (print legibly) Dennis A. Bauer

Mailing address 437 Roxy Lane

City Billings State MT ZIP 59105

Phone Number (optional) 406-245-7119

RESOLUTION NO. 15- _____

**A RESOLUTION OF THE CITY OF BILLINGS RESPONDING TO
SUBMITTED PETITIONS FOR REDUCTION OF ARTERIAL
CONSTRUCTION FEE ASSESSMENTS THAT WOULD APPEAR ON
THE 2014 PROPERTY TAX STATEMENTS**

WHEREAS, the City Council adopted Ordinance 05-5322 on April 11, 2005, in part to provide relief to commercially-zoned properties being used solely as owner-occupied single family residences, and

WHEREAS, Ordinance 05-5322 states, *“The City Council may provide an exemption to commercially zoned properties that are currently owner-occupied as a single-family residence. The property owner must annually request the exemption through the Public Works Department by August 31 of each year.”*, and

WHEREAS, the City Council adopted Ordinance 08-5478 on September 8, 2008, in part to provide relief to Residential Manufactured Home (RMH)-zoned properties being used solely as owner-occupied single family residences, and

WHEREAS, the City Council may provide relief to property owners meeting the criteria of Ordinance 05-5322 and Ordinance 08-5478 by capping the parcel square footage at 9,600 square feet and calculating the assessment based on the R-9600 zoning rate instead of commercial or RMH zoning rates, and

WHEREAS, the Public Works Department received four completed and signed petitions by the August 31, 2014, deadline and

WHEREAS, the Public Works Department verified that four (4) petitions involving four (4) properties meet the criteria of Ordinance 08-5478, and

WHEREAS, reducing the assessments on these four (4) parcels would affect the Arterial Construction Fee assessments appearing on the tax statements Yellowstone County will print and mail in October 2014, and

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

1. **REDUCTION OF ASSESSMENTS**: The Arterial Construction Fees assessments on the following four (4) parcels shall be adjusted by Public Works Department staff and placed upon the assessment rolls and collected in the same manner as other City of Billings assessments.

<i>TAX CODE</i>	<i>ZONE</i>	<i>LAST NAME</i>	<i>FIRST NAME</i>	<i>PARCEL ADDRESS</i>	<i>Adjusted Assessment</i>
C01454A	RMH	Bauer	Dennis A. & Taya	437 Roxy Lane	\$44.35
D05202	HC	Hatveldt	Art	2104 Bench Blvd	\$44.35
C12313	HC	Himmelberger	Dennis L. & Donna	233 Swords Lane	\$44.35
A11635	MCPZD	Nilson	Terry W.	922 North 30th Street	\$32.34

2. **NOTICE OF HEARING:** On Monday, **September 22, 2014**, at 6:30 p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the final adoption of this resolution. The City Clerk published notices on September 11, 2014, and September 18, 2014, in the **Billings Times**.

3. **EFFECTIVE DATE:** This resolution shall be effective upon final adoption.

ADOPTED and APPROVED by City Council this 22nd day of September 2014.

CITY OF BILLINGS:

BY: _____
Thomas Hanel, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

Regular City Council Meeting

Meeting Date: 09/22/2014

TITLE: Public Hearing and Resolution for Park District 1 Assessment

PRESENTED BY: Patrick M. Weber, Financial Services Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

This resolution establishes the Park District 1 assessment of 1.207% of taxable value, resulting in \$1,895,000 in revenue. There is a per property assessment list in the City Clerk's office. Exhibit A shows the FY 15 projects and expenses that are supported by the assessments. This item was on the August 25, 2014, council agenda. A public hearing was opened and closed. Council deferred action until September 22, 2014, so the Parks Board could reassess the proposed 2015 expenditures and come back with an amount closer to \$1.8 million.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Amend and approve the resolution; or
- Not approve the resolution.

FINANCIAL IMPACT

Applied to a home with a \$200,000 market value, the 1.207 % of taxable value would result in an assessment of approximately \$36.

RECOMMENDATION

Staff recommends that the City Council hold the public hearing and approve the resolution setting the assessment for Park District 1 for tax year 2014.

APPROVED BY CITY ADMINISTRATOR

Resolution City Wide Park District
Project List

RESOLUTION 14- _____

A RESOLUTION ASSESSING PROPERTIES WITHIN THE CITY OF BILLINGS FOR THE PARK DISTRICT 1 ASSESSMENT, PROVIDING FOR NOTICE, HEARING AND ADOPTION.

WHEREAS, Billings, Montana (the “City”) is a municipality duly organized existing under and by virtue of the Constitution and laws of the State of Montana.

WHEREAS: the City Council (the “Council”) is authorized by Montana Code Annotated (“MCA”), 7-11-1024 to make assessments or impose fees for the costs and expenses of the special district based upon a budget proposed by the governing body.

WHEREAS: Council adopted the FY 15 Budget on 6/9/14, including the operations and maintenance budget for Park District 1 in the amount of 2,304,876. Per MCA 7-11-1024 and 7-11-1025(2).

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

1. ASSESSMENT FOR FISCAL YEAR 2015. MCA 7-11-1024(3)(a) (iii) authorizes the Council to assess the percentage of cost for Park District 1 to each parcel of land, including improvements on the lot or parcel for the fiscal year. Each parcel shall pay to the City that portion of the total Park District 1 assessment of \$1,895,000 imposed annually as hereinafter provided, as the total taxable value of each parcel bears to the total taxable value (1.207% per taxable value dollar), within the City.

2 LIST OF PROPERERTIES ASSESSED. The official list of those properties subject to the assessment within the District, including the tax code, name/names of the owners of such properties and estimated amount of assessment on each property, is on file for public inspection in the City of Billings Clerk’s office per MCA 7-11-1025 (3).

3. NOTICE OF HEARING. On Monday, September 22, 2014 at 6:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least ten (10) days prior to the hearing, in the Billings Times.

4. EFFECTIVE DATE. This resolution shall be effective upon adoption.
ADOPTED and APPROVED by the City Council on the 22nd day of September, 2014.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

Proposed 2015 City-wide Park District Assessment

Deferred Maintenance Projects

Stewart Park Irrigation Upgrades	\$300,000
Stewart Park Traffic and Pedestrian Circulation & Parking Study	\$75,000
Replace Fall protection at 5 sites (Eaton, Streeter, Trails Ends, Walsh & Central)	\$100,000
Pioneer Park Playground Replacement	\$300,214
Yellowstone Kelly's grave (Partner with Chamber of Commerce)	\$50,000
Rock Removal above 6 th Ave (Has been completed)	\$165,000
Amend Park Irrigation Upgrades (Upgrade City water service, ditch infrastructure, etc.)	\$250,000
Park and Facility Maintenance Tracking Software (Tracks labor, equipment & materials costs)	\$9,900

Ongoing Maintenance

Personal Services (Current employees: 3 full-time and 7 seasonals)	\$213,292
Operations and Maintenance (Picnic tables, playground equipment repairs, pumps, irrigation, building maintenance, vegetation management, etc.)	<u>\$431,594</u>

Total **\$1,895,000**

Regular City Council Meeting

Meeting Date: 09/22/2014

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

PRESENTED BY: Pat Weber

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The annual Park Maintenance District (PMD) assessment resolution has been completed by the Finance Department and the assessments are ready to be spread in the tax files for FY 15.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Not approve the resolution. The Parks Department could stop maintaining the PMD parks or Council could direct staff to continue maintaining the parks and use General Fund or other resources for that purpose.

FINANCIAL IMPACT

Park maintenance district rates are calculated by estimating the expenses for maintenance and recovering actual expenditures.

RECOMMENDATION

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

APPROVED BY CITY ADMINISTRATOR

Resolution PMD's

RESOLUTION 14- _____

A RESOLUTION LEVYING AND ASSESSING ALL PROPERTY WITHIN PARK MAINTENANCE DISTRICTS AN AMOUNT EQUAL TO THE COST OF MAINTAINING THE IMPROVEMENTS IN SAID PARK MAINTENANCE DISTRICTS WITHIN THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND FINAL ADOPTION.

WHEREAS, certain Park Maintenance Districts within the City have been created and constructed, and

WHEREAS, certain improvements within those Park Maintenance Districts require maintenance, and

WHEREAS, M.C.A. Section 7-12-4162 provides that the City may levy and assess the costs of maintenance against said districts.

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

1. MAINTENANCE OF IMPROVEMENTS. Certain improvements including trees, shrubs, grass and care thereof require maintenance with certain Park Maintenance Districts.

2. MAINTENANCE DISTRICT BOUNDARIES. The boundaries of the park maintenance districts are established by resolution and are on file in the City Clerk's office.

3. ASSESSMENT METHOD. The entire maintenance costs shall be assessed against the entire district, each lot or parcel of land within said district to be assessed for that part of the whole costs which its area bears to the area of the entire district exclusive of streets, avenues, alleys and public places all as provided in M.C.A. Section 7-12-4162.

4. COST OF MAINTENANCE. The City Council estimates that the cost of maintenance for the fiscal year 2014 for the following Park Maintenance Districts is:

<u>PMD Name</u>	<u>Number</u>	<u>Rate</u>
Harvest	684001	.038086 sq/ft
Olympic	684002	.034709 sq/ft
Parkland West	684003	.022393 sq/ft
Kiwanis/Durland	684004	.019477 sq/ft
High Sierra	684005	.006768 sq/ft
Forest Park	684006	.003486 sq/ft
Woodland Estates	684007	.009418 sq/ft

Terra West	684008	.018837 sq/ft
Aspen Grove	684009	.015800 sq/ft
Lakeview Drain	684010	.001670 sq/ft
Montana Avenue	684011	.077565 sq/ft
Country Manor	684012	.007964 sq/ft
Broadway/City Hall	684013	.091234 sq/ft
Rush/Shiloh Point	684014	.006250 sq/ft
Howard heights	684015	.007720 sq/ft
Mission United (West end Bike Trail)	684016	.006703 sq/ft
South Gate	684017	.006052 sq/ft
Frances Park	684018	81.97 per lot
Rolling Hills (Silver Spur Trail)	684019	242.42 per lot
Dokken (Town and Country)	684020	460.00 per lot
Lutheran Park	684022	108.11 per lot
Rimrock West	684023	159.40 per lot
Walden Grove	684024	.023519 sq/ft
Rehberg Ranch	684025	.011075 sq/ft
Uinta and Twin Oaks	684026	113.48 per lot
Ironwood	684027	.017048 sq/ft
Vintage Estates	684028	57.14 per lot
Cottonwood	684029	.001830 sq/ft
Kings Green	684030	240.00 per lot
Copper Ridge	684031	321.10 per lot
Riverfront Pointe	684032	28.38 per lot
Falcon Ridge	684033	206.34 per lot
Josephine Crossing	684036	.003893 sq/ft
Terra West Entrance	684038	77.36 per lot
Yellowstone Family	684040	75.54 per lot

5. DISPOSITION OF COLLECTIONS. The monies collected from the tax shall be paid into the respective Park Maintenance Funds.

6. NOTICE OF HEARING. On Monday, September 22nd, 2014, at 6:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Billings Times.

7. EFFECTIVE DATE. This Resolution shall be effective upon adoption.

The foregoing Resolution No. _____ was ADOPTED by the City Council and APPROVED on the 22nd day of September, 2014.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

Regular City Council Meeting

Meeting Date: 09/22/2014

TITLE: Public Hearing & Resolution for Weed Assessments

PRESENTED BY: Pat Weber

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The annual weed assessments have been completed by the Finance Department and are ready to be spread on the tax rolls by the attached resolution.

Pursuant to BMCC 25-304, property owners are notified in writing and given seven (7) days from the date of the notice of noncompliance to exterminate or remove the weeds or tall grass. If owners fail to cut the vegetation, the City may cut it and assess the costs to the real property, together with an additional administrative cost of 25% of the cost of removal and a \$25 penalty. If the charges are not paid within a given time, the costs and penalties constitute a lien on the property and special assessments may be levied. The General Fund initially pays the costs, so the collected assessments reimburse that Fund.

The attached list of properties had weeds removed from them during the growing season, the owners didn't pay the charges and the properties may be assessed to recover the costs, penalty and fee.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

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

FINANCIAL IMPACT

The assessments total \$9,441.88 and the payments will reimburse the General Fund.

RECOMMENDATION

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

APPROVED BY CITY ADMINISTRATOR

Resolution Weeds

RESOLUTION NO. 14 _____

A RESOLUTION LEVYING A SPECIAL TAX UPON PROPERTY WITHIN THE CITY OF BILLINGS, MONTANA, TO DEFRAY THE COST OF CUTTING AND/OR EXTERMINATING WEEDS.

WHEREAS, Billings, Montana City Code, Section 25-307, provides that the City Clerk shall prepare and present a resolution containing a list of all parcels of land in the City, from which and adjacent to which, the weeds were cut, exterminated and/or removed, and such list shall contain opposite the number of such lots or description of such parcels of land, the name of the owner, if known, and the amount of cost for cutting and removing such weeds.

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

1. LEVYING OF SPECIAL TAX. That for the purpose of collecting funds to defray the cost of cutting and removing of weeds, there is hereby levied and assessed a special tax upon the owners and the lots or parcels described on the list attached hereto.
2. ASSESSMENT AND COLLECTION. Said tax shall be placed upon the assessment rolls and collected in the same manner as other taxes.
3. DISPOSITION OF COLLECTIONS. All monies collected from taxes shall be paid to the General Fund of the City of Billings.
4. NOTICE OF HEARING. On **Monday , September 22nd , 2014**, at 6:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the final adoption of this resolution. The City Clerk published notice hereof twice, on September 11th and September 18th, 2014 in the Billings Times.

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

ADOPTED and APPROVED by the City Council on the **22nd** day of **September, 2014**

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

Attachment A

A R JUNKERT CONSTRUCTION, INC.	3026 Hunters Ridge Loop	A31524	\$177.50
ANDERSON FAMILY TRUST	121 S. 32nd Street	A18743	\$290.00
BALDWIN, CHRISTOPHER	3035 Poly Drive	A08525	\$200.00
BARNES, ALDIN	2641 Cook Avenue	A06307	\$177.50
BARNES, SARAH	5210 Frontier Drive	A33590	\$290.00
BIENVENUE, DARRIN & DARCI	615 Joyce Street	A17404	\$177.50
BRANAUGH, ROBERT M.	219 S. 36th Street	A08734	\$177.50
DUVAL LLC - CONTRACTOR FOR HUD	2234 Hewitt Dr	A07945	\$492.50
EGGLESTON, MARILYN CARTER	616 Terry Avenue	A19043	\$177.50
EVERBANK	2926 Cook Avenue	C05633	\$177.50
FLATEN, MARVIN D & BEVERLY J	108 Avenue C	A11931	\$177.50
FLETCHER, BRETT M	2507 Lake Heights Drive	C08266	\$233.75
FOOTTIT, STEPHEN P.	378 Windsor Circle North	A21248	\$177.50
GORMAN, LUSICHA	22 7th Street West	A04397	\$177.50
GUY, MICHAEL	2922 Custer	C01951	\$290.00
HILL, ROBERT	45 S. 30th Street West	C05659	\$233.75
HUTZENBILER, LANCE	501 S. 31st Street	A01458	\$402.50
INVESTMENT PROPERTIES FINANCE GROUP LLC	104 Jefferson Street	A14712	\$486.88
JUNKERT, AUGUST R.	3068 Hunters Ridge Loop	A31538	\$177.50
KETRON, WILLIAM C	344 Broadwater Avenue	A15789	\$177.50
KOSCHEL, RYAN	3948 State Avenue	A14601	\$177.50
MASSEY, TAWNEY DALE	1732 Lewis	A03787	\$177.50
MCCONNELL, LOIS	514 S. Lakeview Drive	A28949	\$290.00
MONTANA LAND DISTRIBUTION, LLC	507 S. 35th Street	A01460	\$402.50
RAINS, DUSTIN	767 Aquarius Place	A24479	\$402.50
ROOKHUIZEN, WILLIAM	2617 13th Street West	A05281	\$605.00
SABLE, HAROLD A & DELORES A	917 Princeton Avenue	A05295	\$177.50
SCHILF, ERIC H	423 S. 38th Street	A14132	\$177.50
SCOTT, JOSHUA & NICHOLE	2034 Lewis	A02732	\$177.50
SECRETARY OF HOUSING & URBAN DEV	4230 Murphy	A14309	\$290.00
SECRETARY OF HOUSING & URBAN DEV	104 Adams	A14733	\$290.00
SECRETARY OF HOUSING & URBAN DEVELOPMENT	19 S. Crestwood Drive	A04432	\$177.50
SECRETARY OF HOUSING & URBAN DEVELOPMENT	4144 Murphy	A14446	\$290.00
SPRINGER, CHARLES P	1816 Lewis Avenue	A03811	\$290.00
STEVENSON, FRED W JR	1114 20th Street West	A02685	\$290.00
SVETICH, SUSAN J	30 S. Plainview Street	A04226	\$177.50
WEBB, JACK N	4124 Murphy	A22951	\$177.50
		TOTAL	\$9,441.88

Regular City Council Meeting

Meeting Date: 09/22/2014

TITLE: Public Hearing & Resolution on Encroachments

PRESENTED BY: Tina Volek

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The annual encroachment assessments have been completed by the Finance Department and are ready to be spread on the tax rolls by resolution, following a public hearing.

Encroachment - Pursuant to BMCC Section 13-301, every person maintaining or owning any structure, encumbrance, obstruction or encroachment, in or upon or extending or projecting on, over, across or above and within seven (7) feet of the grade of any public property, public street, avenue, sidewalk or alley in the city, shall obtain an encroachment permit and shall pay to the city an annual encroachment rental fee of \$1.00 per square foot of encroachment area.

ALTERNATIVES ANALYZED

The Council may:

- Approve the resolution; or
- Not approve the resolution, and the Public Works Engineering Fund would be responsible to pay for the assessments.

FINANCIAL IMPACT

A list of the assessments is attached as part of the resolution.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and adopt the encroachment assessment resolution.

APPROVED BY CITY ADMINISTRATOR

Resolution Encroachments

RESOLUTION 14 _____

A RESOLUTION FIXING THE AMOUNT OF THE ANNUAL SPECIAL ASSESSMENT TAX FOR THE FISCAL YEAR 2015 TO BE PAID BY PERSONS, FIRMS, AND CORPORATIONS, MAINTAINING ENCUMBRANCES, OBSTRUCTIONS, OR ENCROACHMENTS ON, OVER, ACROSS, OR ABOVE THE STREETS, AVENUES, SIDEWALKS, OR ALLEYS OF THE CITY OF BILLINGS AND LEVYING AND ASSESSING SAID SPECIAL ASSESSMENT TAX.

WHEREAS, Chapter 13 of the Billings, Montana City Code provides that every person, firm, or corporation that has or maintains any encumbrances, obstructions, or encroachments on, over, across, or above any street, avenue, sidewalk, or alley shall pay an annual rental fee, and

WHEREAS, Billings, Montana City Code, Section 13-303 provides that the City Council shall annually, by resolution, make a special assessment for such rental upon certain lots abutting on that part of the street, avenue, sidewalk, or alley upon which encumbrance, obstruction, or encroachment on the owner of such abutting lot or lots.

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

1. ANNUAL ASSESSMENT FOR RENTAL: That for the purposes of collecting said rents for the fiscal year 2015 for said encumbrances, obstructions, and encroachments on, over, across, or above the streets, avenues, alleys, and sidewalks of the City of Billings, there is hereby fixed, levied and assessed a special assessment tax upon the lots or parcels of land provided in the schedule attached, described as EXHIBIT "A" and by this reference made a part hereof.

2. DISPOSITION OF COLLECTIONS. All monies collected from said taxes shall be paid to the General Fund of the City of Billings, Montana.

3. NOTICE OF HEARING. That on Monday the 22nd day of September, 2014 at 6:30 p.m. or as soon thereafter as the matter may be considered on the agenda in the council chambers of the city hall, billings, Montana, the council will hear objections to the final adoption of this resolution. The City Clerk published notice hereof twice, on September 11th and September 18th, 2014 in the Billings Times.

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

ADOPTED and APPROVED by the City Council on the 22nd day of **September**,
2014.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

Exhibit A

		014				
11 ANTELOPE TRL	HLO	001-2	A09148	ENCH	220.00	
FRIED, WILLIAM JR & SALLY AN	8701	10914800	RE			
1443 AVENUE D	EVE	007 023	A06751	ENCH	6.50	
DYE, CINDY D	6389	10675100	RE			
2720 BEARTOOTH DR	BEA	002 013	A02920	ENCH	5.00	
COFFMAN, STEPHEN L & VICTOR	2604	10292000	RE			
2840 BETH DR	SFF	000 001	A13885	ENCH	1.00	
THOMAS FAMILY LIVING TRUST,	13416	11388500	RE			
430 S BILLINGS BLVD	SRS	000 008	D01389	ENCH	675.00	
HANSER AUTOMOTIVE CO INC	35929	40138900	RE			
928 BROADWATER AVE	BDW	37	A03302	ENCH	12.00	
ZIMMERER, STEPHEN L & BRENDA	2998	10330200	RE			
1127 CALICO AVE	TE2	009 024	A24843	ENCH	50.00	
KOHN, JAY A & JUDY K	24218	12484300	RE			
322 CAMEL PL	SS2	001 061	A23703	ENCH	58.50	
VALKENBURG, CORNELIUS A & LI	23120	12370300	RE			
CENTRAL AVE	Y55	11	A19326	ENCH	10.00	
ABS MT-O LLC	18816	11932600	RE			
1625 CENTRAL AVE	WWH	8	A17571	ENCH	48.00	
GRAND LANES INC	17099	11757100	RE			
3040 CENTRAL AVE	SRD	000 002	A31495	ENCH	30.00	
HUNTERS POINTE APARTMENTS LL	39020	14610	RE			
1301 DIVISION ST	BLG	20	A00028	ENCH	10.00	
ATWOOD, SCOTT	17	10002800	RE			
2300 ELIZABETH ST	STH	003 001	A13999	ENCH	25.00	
SCHAEFER, JOSHUA T & COREY R	13542	639	RE			
3202 FAIRMEADOW DR	FAI	001 016	A20610	ENCH	98.00	
VAN WAGONER, JEREMY T	20037	12061000	RE			
138 FLORINE LN	FLA	000 007	A07017	ENCH	15.00	
JACOBSON, RICHARD LEE &	6655	14651	RE			
4148 FRANCES AVE	HRM	000 001	A08646	ENCH	25.00	
BRYSON, JEFFERY A	8092	10864600	RE			
828 GOVERNORS PL	KH3	021 011	A20220	ENCH	34.00	
POWELL, ROSS D & JILL C	19673	12022000	RE			
2528 GRAND AVE	LP2	002 002	A20713	ENCH	1.00	
BOGGS, JUSTIN DALE	20144	13300	RE			
2700 GRAND AVE B	SVM	001 001	A28233B	ENCH	91.70	
GRAND AVE INVESTOR LLC	42305	3296	RE			
2700 GRAND AVE C	SVM	001 001	A28233C	ENCH	11.58	
GRAND AVE INVESTOR LLC	42306	3297	RE			
2700 GRAND AVE D	SVM	001 001	A28233D	ENCH	11.28	
GRAND AVE INVESTOR LLC	42307	4550	RE			

2700 GRAND AVE E	SVM	001	001	A28233E	ENCH	13.10
GRAND AVE INVESTOR LLC	42308		26245	RE		
2700 GRAND AVE F	SVM	001	001	A28233A	ENCH	19.34
GRAND AVE INVESTOR LLC	42304	12823300		RE		
1323 GRANITE AVE	LER	000	013	A10613	ENCH	102.00
STOUGHTON, ALICE CASADY	10105	11061300		RE		
3221 GREEN TERRACE DR	CDF	007	024	A05687	ENCH	41.00
ROSE FAMILY TRUST	5385	10568700		RE		
2760 GREGORY DR S	GR3	002	010	A19680	ENCH	50.00
COZZENS, LAWRENCE B & JEANNI	19127	11968000		RE		
4103 JANSMA AVE	SW4	012	011	A22975	ENCH	50.00
MOFFETT, DAVE	22382	12297500		RE		
4780 KING AVE E	MLC	001	001	A28994	ENCH	25.00
BK RE 11036 LLC	28086		1874	RE		
2883 KING AVE W	662	000	000	D00527	ENCH	1000.00
RMR I LLC	35758		11622	RE		
4009 LAREDO PL	MYP	004	002	C06176	ENCH	112.50
ZIMNY, GERARD P & MICHELLE A	32925	30617600		RE		
3218 LEEANN BLVD	W5A	014A1		A20842	ENCH	10.00
TEICHERT, LYLE W & VALERIE R	20240	12084200		RE		
595 MAIN ST	HLR	000	001	A09171	ENCH	50.00
MAIN STREET PARTNERS	8745	10917100		RE		
5435 MIDLAND RD	VAQ	001	001	C07319	ENCH	706.00
MAGGA LLC	33243	30731900		RE		
1117 MILES AVE	BDW	10		A03492	ENCH	10.00
MILLER, JANEL R	3187	10349200		RE		
2624 MINNESOTA AVE	BLG	189	018	A01273	ENCH	135.00
L & L DEVELOPMENT VENTURE LP	1061	10127300		RE		
2702 MINNESOTA AVE	BLG	8		A01281	ENCH	27.00
MORLEDGE, KARL	1069	10128100		RE		
		190				
2712 MINNESOTA AVE	BLG	012A		A01285	ENCH	46.00
MCKAY, BARBARA J	1072	10128500		RE		
2804 MINNESOTA AVE	BLG	16		A01294	ENCH	421.00
MONTANA RESCUE MISSION	1080	10129700		RE		
2303 MONTANA AVE	BLG	2		A00832	ENCH	607.50
D B SQUARED LLC	683	10083200		RE		
		113				
2319 MONTANA AVE	BLG	005A		A00833	ENCH	442.00
COMPUTERS UNLIMITED	685	10083300		RE		
2401 MONTANA AVE	BLG	112	001	A00817	ENCH	50.00
REX HOTEL PARTNERSHIP	668	10081700		RE		
2413 MONTANA AVE	BLG	112	007	A00822	ENCH	114.00
NELSON, ANDY & BERT	674	10082200		RE		
2415 MONTANA AVE	BLG	112	008	A00823	ENCH	25.00
COMPUTERS UNLIMITED	675	10082300		RE		
2501 MONTANA AVE	BLG	2		A00806	ENCH	1261.00

COMPUTER UNLIMITED	657	10080600	RE			
2505 MONTANA AVE	BLG	111 003	A00807	ENCH	53.00	
RPS, LLC	658	10080700	RE			
2817 MONTANA AVE	BLG	108 008	A00781	ENCH	126.00	
NELSON, BERT A & ANDREW	640	10078100	RE			
		107				
2911 MONTANA AVE	BLG	006A	A00765	ENCH	224.34	
MIGNONE, FRANCIS J	627	10076500	RE			
3217 MONTANA AVE	BLG	12	A00735A	ENCH	25.00	
MONTANA AVE LOFTS LLC	41297	12144	RE			
3517 MONTANA AVE	BLG	12	A00708	ENCH	5.00	
MARKS, STEVE	578	10070800	RE			
1159 MOON VALLEY RD	MVA	000 034	A11091	ENCH	50.00	
BERRY, GALE & AMY	10570	11109100	RE			
NORTHWESTERN CORPORATION TAX	CEN	000 000	E00004	ENCH	168.00	
NORTHWESTERN CORP TRANSMISSI	37108	13584	RE			
533 PARK LN	MV2	001 001	A11193	ENCH	5.00	
ROBERTSON, MATTHEW W	10660	11119300	RE			
1918 PARKHILL DR	HLI	005 001	A09085	ENCH	3.00	
DEAVER, FRANKLIN KENNEDY JR	8540	10908500	RE			
4015 POLY DR	3209	000 002	D04718	ENCH	20.00	
ELLIS, SHELLEY M	36278	40471800	RE			
127 REGAL ST	KNG	000 003	A20357	ENCH	30.00	
JONES, JAMES W & JOHN T TRUS	19803	12035700	RE			
4067 RIFLE CREEK TRL	RBR	003 015	A30109	ENCH	130.00	
G&A PROPERTIES LLC	29243	11354	RE			
801 RIMROCK RD	T1N	30	D05641	ENCH	5.00	
LE BAR, JAMES H & ELINOR J	36662	40564100	RE			
1625 RIVER STONE ST	CWG2	012 015	A33004	ENCH	3.00	
SERMON, EDWARD J & REGINA L	40529	16651	RE			
		000				
2953 ROCKRIM LN	VLV	007C	A17196	ENCH	25.00	
RUDE, KARL J & MARGARET	16717	11719600	RE			
2901 SHADOW OAKS PL	OKS	004 001	A24268	ENCH	25.00	
COLLETT, GORDON C & SIV D	23671	1207	RE			
2902 SILVERWOOD ST	SLW	001 022	A21196	ENCH	10.00	
KOCH, BRENT D	20570	12119600	RE			
		003				
1490 SOURDOUGH LN	GOL	002A	A20913	ENCH	5.00	
DIAMOND X LAND, LLC	20307	12091300	RE			
2706 TREASURE DR	PVT	004 029	A12971A	ENCH	25.00	
POPP, GREGORY A & SHELLY	12401	11297101	RE			
UNASSIGNED	FOA	18	A07279	ENCH	20.00	
DEACONESS BILLINGS CLINIC	6838	10727900	RE			
UNASSIGNED	SHI	008 000	C08660	ENCH	1.00	
EGGBRECHT FAMILY LIMITED PT	33842	30866000	RE			
2010 VIRGINIA LN	CCA	43	A04983A	ENCH	25.00	

WILGUS, MARK A & JOSI D	4688	2207	RE		
		003			
3815 WAR BONNET TRL	WBS	011A	C03210	ENCH	25.00
DAVIES, WILLIAM L & NANCY A	32172	30321000	RE		
230 WYOMING AVE	WSI	32	A17942	ENCH	9.00
HUSCHKA, MICHAEL J & LISA J	17470	11794200	RE		
1105 1 AVE N	1758	000 001	D05903	ENCH	100.00
ROOKHUIZEN, EDWARD J & DIANN	36904	40590300	RE		
1123 1 AVE N	384	000 000	D05900	ENCH	1440.00
B WHO U R, LLC	36901	40590000	RE		
1617 1 AVE N	BLG	24	A00537	ENCH	220.00
J & S PROPERTIES INC	432	10053700	RE		
2442 1 AVE N	BLG	112 018	A00827	ENCH	17.00
FOXLEY, SANDRA M TRUSTEE	679	10082700	RE		
2511 1 AVE N	BLG	24	A00618	ENCH	362.00
CLOCK TOWER INN, LLC	499	90015300	RE		
2651 1 AVE N	BLG	4	A00620	ENCH	5.00
CITY OF BILLINGS	500	966	RE		
2708 1 AVE N BSMT	BLG	20	A00796A	ENCH	4.50
SECURITIES BUILDING LLC	41306	20420	RE		
2708 1 AVE N 004A	BLG	20	A00796H	ENCH	0.69
SECURITIES BUILDING LLC	41313	20427	RE		
2708 1 AVE N 004B	BLG	20	A00796I	ENCH	0.67
SECURITIES BUILDING LLC	41314	20428	RE		
2708 1 AVE N 004C	BLG	20	A00796J	ENCH	0.70
SECURITIES BUILDING LLC	41315	20429	RE		
2708 1 AVE N 004D	BLG	20	A00796K	ENCH	0.45
SECURITIES BUILDING LLC	41316	20430	RE		
2708 1 AVE N 004E	BLG	20	A00796L	ENCH	0.63
SECURITIES BUILDING LLC	41317	20431	RE		
2708 1 AVE N 004F	BLG	20	A00796N	ENCH	0.61
SECURITIES BUILDING LLC	41318	20432	RE		
2708 1 AVE N 005A	BLG	20	A00796O	ENCH	0.69
SECURITIES BUILDING LLC	41319	20433	RE		
2708 1 AVE N 005B	BLG	20	A00796P	ENCH	0.67
SECURITIES BUILDING LLC	41320	20434	RE		
2708 1 AVE N 005C	BLG	20	A00796Q	ENCH	0.70
SECURITIES BUILDING LLC	41321	20435	RE		
2708 1 AVE N 005D	BLG	20	A00796R	ENCH	0.45
SECURITIES BUILDING LLC	41322	20436	RE		
2708 1 AVE N 005E	BLG	20	A00796S	ENCH	0.63
SECURITIES BUILDING LLC	41323	20437	RE		
2708 1 AVE N 005F	BLG	20	A00796T	ENCH	0.61
SECURITIES BUILDING LLC	41324	20438	RE		
2708 1 AVE N 101	BLG	20	A00796B	ENCH	3.17
SECURITIES BUILDING LLC	41307	20421	RE		
2708 1 AVE N 102	BLG	20	A00796C	ENCH	1.33

SECURITIES BUILDING LLC	41308	20422	RE		
2708 1 AVE N 200	BLG	20	A00796D	ENCH	2.39
SECURITIES BUILDING LLC	41309	20423	RE		
2708 1 AVE N 201	BLG	20	A00796E	ENCH	1.35
SECURITIES BUILDING LLC	41310	20424	RE		
2708 1 AVE N 300	BLG	20	A00796F	ENCH	2.56
WEBHEN LLC	41311	20425	RE		
2708 1 AVE N 301	BLG	20	A00796G	ENCH	1.20
SECURITIES BUILDING LLC	41312	20426	RE		
2902 1 AVE N	BLG	20	A00774	ENCH	1720.00
NEAL C LA FEVER TRUST &	634	10077400	RE		
2925 1 AVE N	BLG	24	A00656	ENCH	59.58
TEAL, LLC	534	10065600	RE		
3220 1 AVE N	BLG	104 014	A00737	ENCH	10.00
RIDER, THEODORE J & (ETAL)	605	10073700	RE		
3303 1 AVE N	BLG	9	A00687	ENCH	3.00
HOLIDAY FURNITURE CO INC	556	10068700	RE		
3520 1 AVE N	BLG	18	A00710	ENCH	5.00
MARKS, STEVE	579	10071000	RE		
2921 1 AVE S	BLG	24	A00010	ENCH	16.00
BRINKMAN, M DEAN	8	10001000	RE		
2800 10 AVE N	DMC	3	A05968	ENCH	304.00
DEACONESS MEDICAL CNTR OF BL	5664	457	RE		
320 N 11 ST	BLG	028 006	A00123	ENCH	50.00
TRAIL CREEK PROPERTIES LLC	91	10012300	RE		
216 N 14 ST	BLG	12	A00495	ENCH	40.00
CARROLL BRO'S, LLC	398	10014000	RE		
1340 15 ST W	LIQ	000 001	A19570	ENCH	56.00
IDAHO-WASHINGTON POLE OIL CO	19032	11957000	RE		
315 N 15 ST	BLG	18	A00146	ENCH	80.00
MCDONNELL FAMILY IRREVOCABLE	110	10014600	RE		
1201 2 AVE N	BLG	12	A00510	ENCH	960.00
FRANK FAMILY LIMITED PARTNER	409	10051000	RE		
2520 2 AVE N	BLG	090 013	A00616	ENCH	24.00
CITY LOFT APARTMENTS	497	10061600	RE		
2810 2 AVE N	BLG	12	A00642C	ENCH	3.24
THE BABCOCK LLC	43473	21948	RE		
2812 2 AVE N	BLG	12	A00642B	ENCH	97.20
THE BABCOCK LLC	43472	20037	RE		
2812 2 AVE N 1A	BLG	12	A00642A	ENCH	61.56
THE BABCOCK LLC	43471	4332	RE		
2814 2 AVE N	BLG	17	A00644	ENCH	154.00
ROYER PROPERTY LLC	522	5968	RE		
810 2 ST W	WSI	-4	A17949	ENCH	12.00
BALLOU, CAROLYN J	17478	11794900	RE		
301 S 23 ST	BLG	24	A01180	ENCH	160.00

CONOCOPHILLIPS COMPANY	974	10118000	RE			
1108 24 ST W	LS2	001 001	A10202	ENCH	2813.00	
LUTHERAN CHURCH OF THE GOOD	9688	11020200	RE			
1211 24 ST W	A2S	006,7	A02434A	ENCH	15.00	
BIG SKY FLORAL SUPPLY LLC	2116	10243401	RE			
124 N 24 ST	BLG	011-	A00604	ENCH	7.00	
MOUNTRAIL PROPERTIES LLC	486	10060400	RE			
420 N 24 ST	BLG	12	A00068A	ENCH	10.00	
B L M TIRE CO	39	10006801	RE			
124 S 24 ST	BLG	3	A00964	ENCH	40.00	
HATZELL PROPERTIES LLP	782	10096400	RE			
322 N 25 ST	BLG	011-12	A00243	ENCH	120.00	
BLGS U S EMPLOYEES FED CR UN	196	10024300	RE			
N 26 ST	BLG	090 014	A00617	ENCH	24.00	
CITY LOFT APARTMENTS	498	10061700	RE			
505 N 26 ST	BLG	021A	A01963A	ENCH	220.00	
YELLOWSTONE ART MUSEUM	1672	5839	RE			
10 S 26 ST	BLG	189 007	A01264	ENCH	42.00	
INTERFAITH HOSPITALITY NETWO	1052	10126400	RE			
24 S 26 ST	BLG	001-6	A01259	ENCH	6.00	
CITY OF BILLINGS	1047	10125900	RE			
724 S 26 ST	BLG	001-24	A01699	ENCH	25.00	
STATE OF MT DEPARTMENT OF AD	1454	10169900	RE			
27 N 27 ST	BLG	007-18	A00804	ENCH	130.00	
MAKENNA HOTEL INVESTMENTS LL	656	4323	RE			
175 N 27 ST	BLG	013-18	A00624	ENCH	13.00	
SFH II LLC	505	10062400	RE			
210 N 27 ST	BLG	001-12	A00368	ENCH	28.00	
CITY OF BILLINGS	289	1602	RE			
515 N 27 ST	FOA	051 018	A07362	ENCH	47.26	
SOUTH CENTRAL MONTANA REGION	6904	10736200	RE			
802 N 27 ST	FOA	001-12	A07120	ENCH	100.00	
BILLINGS CLINIC	6743	10712000	RE			
1315 N 27 ST	SDS	021 002	A16557	ENCH	15.00	
INDUS PROPERTIES LLC	16204	11655700	RE			
101 S 27 ST	BLG	001-12	A00949	ENCH	10.00	
YELLOWSTONE HEALTH PARTNERSH	772	10094900	RE			
24 N 28 ST	BLG	001-6	A00778	ENCH	602.00	
GLACIER BANK	638	10077800	RE			
101 N 28 ST	BLG	023-24	A00639	ENCH	48.00	
DAVIDSON, LARRY	517	4330	RE			
111 N 28 ST	BLG	092 020	A00637	ENCH	388.00	
ACME LIMITED PARTNERSHIP	515	3181	RE			
117 N 28 ST	BLG	015-16	A00636	ENCH	351.00	
ROBERTSON, JEFF & DONNA	513	10063600	RE			
213 N 28 ST	BLG	017-18	A00374	ENCH	48.00	

LO, CHIA WEI & LIN LIN	292	10037400	RE		
222 N 28 ST	BLG	009-10	A00363	ENCH	500.00
CORMIER, PATRICK C-TRSTE	281	2487	RE		
313 N 28 ST	FOA	019,20	A00260	ENCH	273.00
BOBKATZ HOLDINGS, LLC	210	10026000	RE		
1138 N 28 ST	NS3	014-22	A12226	ENCH	720.00
SISTERS OF CHARITY OF LEAVEN	11549	11222600	RE		
20 S 28 ST	BLG	001-6	A01293	ENCH	30.00
YELLOWSTONE PAPER COMPANY	1079	4402	RE		
101 S 28 ST	BLG	001-24	A00939	ENCH	126.00
SOUTHERN FOODS GROUP LP	770	6306	RE		
14 N 29 ST	BLG	023-24	A00776	ENCH	105.00
BARBAZON APARTMENTS LP	636	10077600	RE		
15 N 29 ST	BLG	014A	A00783	ENCH	108.00
NEAL C LA FEVER TRUST &	642	10078300	RE		
223 N 29 ST	BLG	013-15	A00365	ENCH	20.00
TWO VALLEYS REALTY INC	283	10036500	RE		
415 N 29 ST	FOA	013-20	A07370	ENCH	17.00
KARLSEN, VIRGINIA G	6911	10737000	RE		
716 N 29 ST	FOA	007-9	A07194	ENCH	20.00
BILLINGS CLINIC	6792	13240	RE		
801 N 29 ST	BCS	001A	A07131	ENCH	1123.00
BILLINGS CLINIC	6748	28971	RE		
904 N 29 ST	NS1	001-24	A12102	ENCH	223.00
DEACONESS MEDICAL CNTR OF BL	11517	11210200	RE		
1002 N 29 ST	NS3	001-2	A12194	ENCH	57.14
DEACONESS MEDICAL CNTR OF BL	11532	11219400	RE		
1006 N 29 ST	NS3	003-4	A12195	ENCH	57.14
BILLINGS DEACONESS HOSPITAL	11533	13256	RE		
1010 N 29 ST	NS3	005-6	A12196	ENCH	57.14
DEACONESS MEDICAL CENTER OF	11534	11219600	RE		
1014 N 29 ST	NS3	007-8	A12197	ENCH	57.14
DEACONESS MEDICAL CNTR OF BL	11535	11219700	RE		
1020 N 29 ST	NS3	009-10	A12198	ENCH	57.14
DEACONESS MEDICAL CENTER	11536	11219800	RE		
1024 N 29 ST	NS3	011-12	A12199	ENCH	57.14
BILLINGS DEACONESS HOSPITAL	11537	11219900	RE		
1028 N 29 ST	NS3	013-14	A12200	ENCH	57.14
BILLINGS DEACONESS HOSPITAL	11538	11220000	RE		
1245 N 29 ST	NML	002 032	A11354	ENCH	9.00
STATE OF MT - DEPT OF INSTIT	10801	11135400	RE		
24 S 29 ST	BLG	001-6	A00001	ENCH	11.00
SEAL, LEVERN D	1	10000100	RE		
1190 S 29 ST W	PIS	005B	C10469A	ENCH	10.00
WEBER PROPERTIES LLC	34980	31046901	RE		
1411 3 AVE N	BLG	001-6	A00140	ENCH	40.00

SHIPTON SUPPLY CO INC	106	6579	RE		
2804 3 AVE N	BLG	011-12	A00364	ENCH	334.00
GRAY, MICHAEL J	282	30650	RE		
2825 3 AVE N	BLG	013-24	A00264	ENCH	125.00
MILLER TROIS LLC	214	2852	RE		
2922 3 AVE N	BLG	007-17	A00352	ENCH	18.00
BILLINGS MONTANA PARKING COM	276	4454	RE		
2305 3 AVE S	BLG	001-4	A01010	ENCH	80.00
PHILLIPS 66 COMPANY	816	10101000	RE		
804 N 30 ST	FOA	001-3	A07152	ENCH	120.00
DEACONESS MEDICAL CENTER OF	6752	10715200	RE		
810 N 30 ST	FOA	004-5	A07153	ENCH	80.00
BILLINGS CLINIC	6753	10715300	RE		
814 N 30 ST	FOA	006-8	A07154	ENCH	120.00
DEACONESS BILLINGS CLINIC	6754	10715400	RE		
1144 N 30 ST	NEL	018-24	A11592	ENCH	15.00
SISTERS OF CHARITY OF LVNWRT	11003	3201	RE		
1233 N 30 ST	NEL	025-48	A11565	ENCH	33.34
SISTERS OF CHARITH OF LEAVEN	10979	11156500	RE		
217 N 31 ST	BLG	013-18	A00349	ENCH	137.00
ROMAN CATHOLIC BISHOP OF GRT	274	10034900	RE		
924 S 31 ST	BLG	001-4	A01809	ENCH	50.00
COMMUNITY LEADERSHIP DEVELOP	1536	10180900	RE		
1305 4 AVE N	BLG	001-6	A00096	ENCH	213.32
W B Y -LLC	70	10009600	RE		
3000 7 AVE N	FOA	010-12	A07297	ENCH	60.00
MILLER LAND CO	6854	10729700	RE		
2323 7 ST W	CDN	006 001	A05812	ENCH	25.00
ARAGON, KATHLEEN J	5513	10581200	RE		

Regular City Council Meeting

Meeting Date: 09/22/2014

TITLE: Public Hearing and Resolution for Abatement Assessments

PRESENTED BY: Patrick M. Weber Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

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

3310 1st Avenue South; \$15,110.37. The Court ordered abatement signed by Judge Kolar on August 20, 2013; complaint originated on March 27, 2013. Violation of Public Nuisance – Dangerous Structure. The vacant home was improperly secured from unauthorized entry and was an attractive nuisance to transients and vandals, the house was structurally failing and could not be rehabilitated. Abatement required testing for asbestos contamination and removal by a certified asbestos abatement contractor. Demolition of the structure occurred during the first week of April 2014.

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

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

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

FINANCIAL IMPACT

The assessment totals \$15,110.37 and the payment will reimburse the General Fund.

RECOMMENDATION

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

APPROVED BY CITY ADMINISTRATOR

Resolution Abatement

RESOLUTION NO. 14 _____

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

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

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

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

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

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

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

4. NOTICE OF HEARING. On Monday, **September 22, 2014**, at 6:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the final adoption of this resolution. The City Clerk published notice hereof twice, on September 11th and September 18th, 2014 0in the Billings Times.

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

ADOPTED and APPROVED by the City Council on the **22nd** day of **September, 2014**

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

Exhibit A

Last Name	First Name	Address	Tax Code	Assessed Amount
Scott	Jacqueline A.	3310 1 st Ave S	A18791	\$15,110.37

Legal Description: Yegen Second add, S03,T01 S, R26 E, Block 6, Lot 11, W72 FT LT 11-12

Regular City Council Meeting

Meeting Date: 09/22/2014

TITLE: Public Hearing for the FY2013-2014 Draft Comprehensive Annual Performance Evaluation Report (CAPER)

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

Each year the City of Billings is required to report on the results of its federally funded Community Development Block Grant (CDBG) and HOME Investment Partnership programs and submit a report to HUD within 90 days of the end of the program year; June 30. As part of this report process, the City of Billings must make the report available for public comment for a minimum 15-day period and hold a public hearing on this performance during this period. The public hearing will be undertaken in conjunction with the public review and comment period extending from September 5 through September 22, 2014. A notice of the availability of the draft report has been published and provided to community partners. No further action is required.

ALTERNATIVES ANALYZED

Alternatives to the public hearing, which is required for receipt of federal CDBG and HOME funds, have not been considered.

FINANCIAL IMPACT

The Annual Performance Report reports on the City's progress in achieving the goals of its Five Year Consolidated Plan. The period covered by this year's report represents progress under the City's one-year Action Plan for fiscal year 2013-2014. The City received \$583,761 in new federal CDBG funding and \$309,694 in new HOME funding for FY2013-2014 activities.

RECOMMENDATION

Staff recommends that Council hold a public hearing on September 22, 2014 to receive input on the City's Draft Comprehensive Annual Performance Evaluation Report. No further action is required.

APPROVED BY CITY ADMINISTRATOR

FY2013-2014 Report

FY2013-2014 Year Four

*of the FY2010-2014
Consolidated Plan*

City of Billings Comprehensive Annual Performance Evaluation Report



Community Development Division
PO Box 1178
Billings, Montana 59103

DUNS #194782780

www.ci.billings.mt.us

406.657.8281
Montana Relay: 711

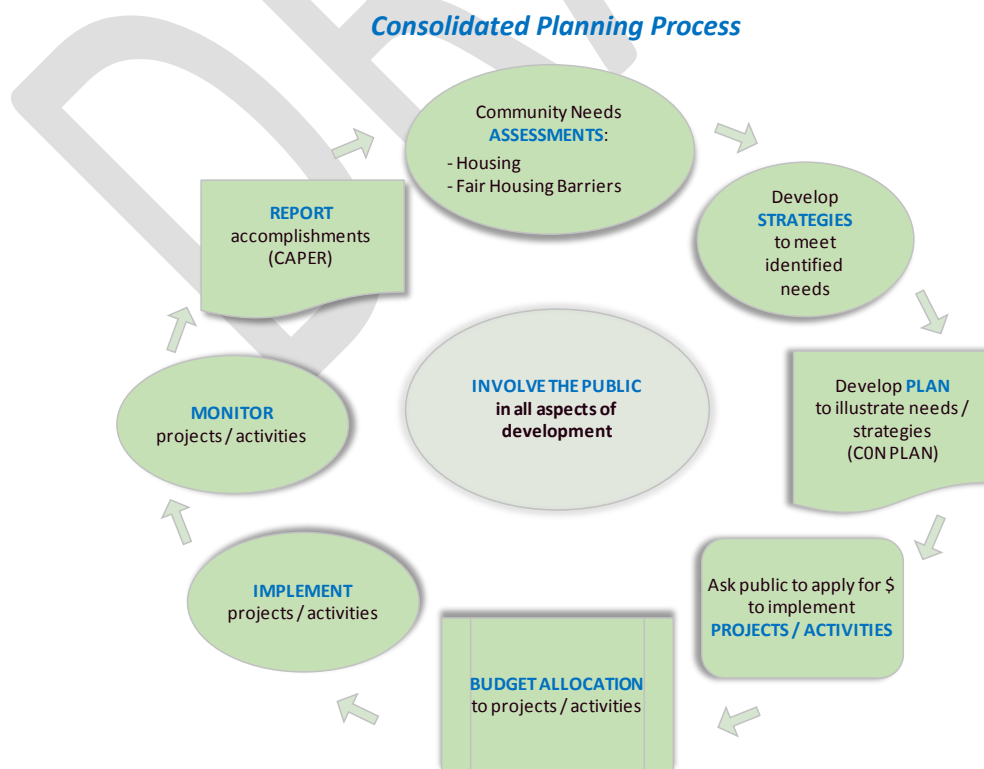
SECTION I - Executive Summary

Introduction

Presented herein is the City of Billings FY2013-2014 Comprehensive Annual Performance and Evaluation Report ([CAPER](#)) for the City's federally funded Community Development Block Grant (CDBG) and HOME Investment Partnership Programs (HOME). The FY2013-2014 CAPER covers the period from July 1 to June 30 and reports on the City of Billings' progress in meeting the goals established in the [FY2010-2014 Consolidated Plan](#) and the [City's Annual Action Plan](#). Reports utilized to develop the City's Consolidated Plan are also online, including the [Billings Housing Needs Assessment](#) and the [Analysis of Impediments to Fair Housing Choice](#). The City's general website address is www.ci.billings.mt.us.

The City's Consolidated Plan is a strategic planning document that identifies housing and community development needs and proposes strategies to address those needs with available resources. The Consolidated Plan initiative of the U.S. Department of Housing & Urban Development (HUD) combines the planning, application and reporting requirements of CDBG and HOME programs. Consolidated Plans and CAPERs are also submitted by the cities of Great Falls and Missoula and by the State of Montana. The State's Plan covers areas of Montana, outside Billings, Great Falls, and Missoula.

CDBG and HOME programs covered by the Consolidated Plan must primarily benefit low income persons and are intended nationally to provide decent housing, a suitable living environment, and expand economic opportunities for lower-income individuals. The needs and strategies described in the City's Consolidated Plan outline a specific course of action for the community's housing and community development activities. The City's plan sets forth goals and objectives that are used to measure progress in achieving the strategies described in the plan. The CAPER provides a report on the City's progress in meeting established goals and objectives.



The consolidation of the submission and reporting requirements for the CDBG and HOME programs allows the City of Billings to report on its various housing and community development activities in an effective and coordinated manner. It also reduces the duplication of effort for planning and reporting for these programs and affords the opportunity for citizen participation on the CDBG and HOME programs to take place in a comprehensive context.

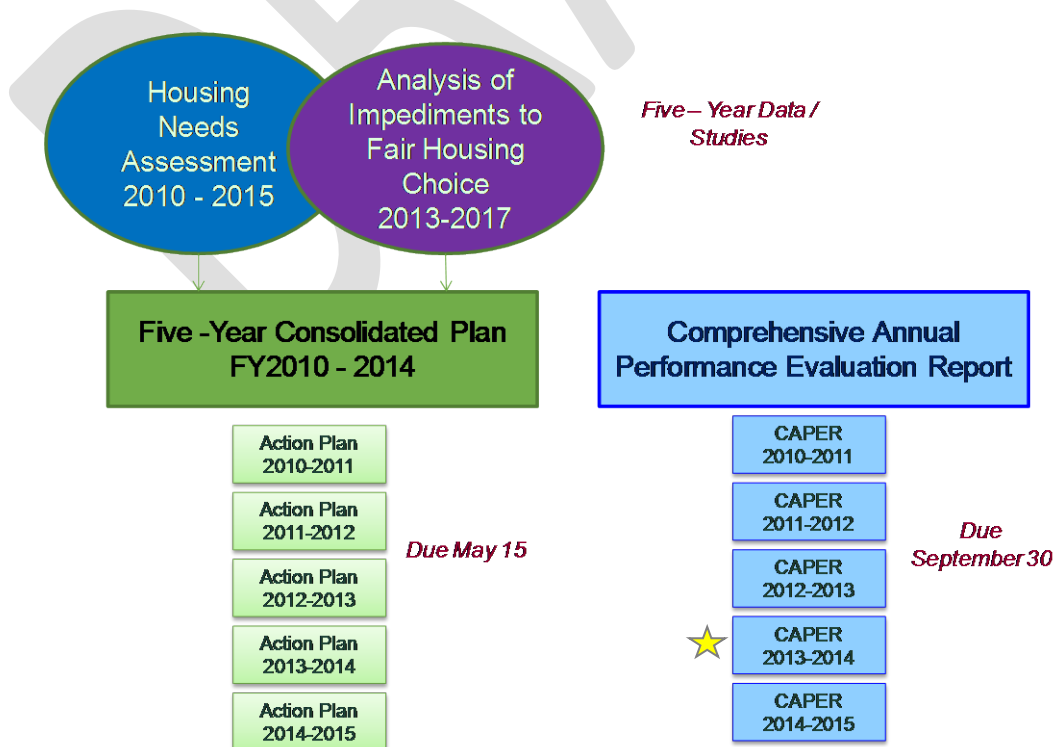
The structure and content of the Consolidated Plan and this CAPER are based on specific HUD requirements. Many terms used in this document are specific to the CAPER process and HUD programs, and the reader may consult the City of Billings Community Development office for assistance with interpretation. Although the Consolidated Plan initiative also covers the Emergency Shelter Grant program (ESG) and Housing Opportunities for Persons with AIDS program (HOPWA), the City of Billings is not an Entitlement City or Participating Jurisdiction for these programs and, as such, strategies for these programs are not included in the City’s Consolidated Plan or CAPER.

Summary of FY2010-2014 Consolidated Plan

The Billings City Council approved the FY2010-2014 Consolidated Plan on April 26, 2010. The development process included the completion of the *Billings Housing Needs Assessment* completed by City-County Planning Division and an *Analysis of Impediments to Fair Housing Choice (AI)* completed by Montana State University - Billings in 2007 and a subsequent AI was completed in 2013 by Planning / Communications.

Significant Aspects of the Process

The City utilizes significant public comment processes and coordinates input from various organizations and groups in order to maximize collaborative efforts while developing and implementing the Consolidated Plan. Both the *Housing Needs Assessment* and the *Analysis of Impediments to Fair Housing Choice* are utilized by City staff as **primary planning tools** for the development and implementation of Consolidated Plan activities.



Consolidated Plan Strategies

The following strategies were adopted by the City in its five-year Consolidated Plan to address Billings' housing and community development needs based on needs identified in the *Housing Needs Assessment and Analysis of Impediments to Fair Housing Choice*.

Strategy A. Promote the preservation of the existing supply of safe, affordable housing in the community:

- Provide direct, affordable financing and assistance to allow low and moderate-income homeowners to perform needed repairs to their homes.
 - Substantial housing rehabilitation for homeowner occupied, single-family units through the City's Housing Rehabilitation Program.
 - Emergency repairs and improvements to single-family and manufactured / mobile-home units through the City's Minor / Manufactured Home Repair program.
 - Provide lead-safe painting program for owner-occupied single-family and manufactured / mobile homes through the City's Painting Program.
- Provide affordable financing and assistance through partnerships to encourage developers and agencies to make needed repairs to existing housing stock for accessibility, safety and affordability, particularly for special needs populations.
 - Wheelchair and accessibility ramps for the disabled.
 - Rehabilitation for single and multi-family units serving special needs populations, including the homeless, the elderly and the disabled.

Strategy B. Promote new affordable housing opportunities:

- Encourage the development of new affordable single-family, multi-family, and special needs housing in the community through private developers and nonprofit organizations.
 - New construction and rehabilitation of housing units through the City's Affordable Housing Development Program.
 - Complete Kings Green Subdivision single-family development.
 - Support the efforts of the Housing Authority of Billings to increase and maintain the affordable housing stock in the community through the implementation of their five year plan.
 - Meet Community Housing Development Organization commitment and expenditure deadlines, as required by the HOME program.
- Providing affordable financing and support to increase access to homeownership and further homeownership opportunities.
 - Facilitate access to homeownership through the City's First Time Homebuyer Program.
 - Facilitate affordable financing through the use of the Montana Board of Housing mortgage program.
 - Encourage homeowner education throughout the community and specifically for participants of the First Time Homebuyer Program.
 - Support the efforts of the Billings Partners for American Indian Homeownership to increase homeownership opportunities for American Indians in Billings.

Strategy C. Work as an active partner with nonprofits, neighborhood groups, and others to address housing and community development specific to lower income and special needs households:

- Support partnerships and regular meetings to facilitate community participation and collaboration.
 - Provide staff support and facilitation for the following focus / community needs groups:
 - Affordable Housing Task Force.
 - Adjacent Neighborhood Committee.
 - Billings Partners for American Indian Homeownership.
 - Complete the *Analysis of Impediments to Fair Housing Choice* by December 2012 to implement activities for 2014-2019.
- Support task force newsletters and further capacity-building for self-sustainability.
- Encourage activities that promote fair housing and increase awareness of the rights of protected classes.
 - Continue to support organizations with an interest in fair housing in applying for the Fair Housing Initiatives Program grant and facilitate the application if necessary to ensure an application is submitted to HUD annually on behalf of the citizens of Billings.
- Encourage housing, community development organizations, social service agencies and businesses to work together to build strong community structures to better address needs and to respond to opportunities.
 - Provide staff support and facilitation for the Mayor's Committee on Homelessness.
 - Assist in the implementation of Welcome Home Billings, the City's ten-year plan to impact homelessness.

Strategy D. Promote the preservation and revitalization of the community's older neighborhoods:

- Preserve the housing stock in older lower income neighborhoods.
- Encourage infill development of vacant lots and redevelopment of substandard properties in lower income neighborhoods:
 - Provide financing through the Affordable Housing Development Program.
 - Promote the redevelopment of the 27th Street Corridor for remaining properties purchased through the CDBG and Tax Increment District programs.
 - Support activities that provide amenities, neighborhood stabilization and maintain infrastructure needs of older lower income neighborhoods.

Strategy E. Provide assistance to agencies serving lower income households and special needs populations to assist the homeless, the elderly, and those with disabilities.

- Provide CDBG Public Service funding to nonprofit organizations to provide basic needs assistance, job training and employment opportunities.
 - Provide CDBG Public Service funding allocation for basic needs assistance and supportive services.

Major Initiatives & Highlights

The City made significant strides in meeting the needs established through the Consolidated Plan through various strategies identified below.

Strategies	FY2013-2014 Accomplishments
A: Promote the preservation of the existing supply of safe, affordable housing in the community.	<p>20 units were rehabilitated through City-supported programs, including to one home through the Foreclosure Acquisition / Rehabilitation program (see below).</p> <p>Of these units, 17 received energy-efficiency improvements.</p> <p>Four units resulted in accessibility improvements for the disabled.</p>
B: Promote new affordable housing opportunities.	<p>51 households achieved home ownership through the City's First Time Homebuyer program:</p> <ul style="list-style-type: none"> - 30 through the HOME program - 17 through CDBG - Four households were funded through a special Billings City Council allocation released for distribution on May 1, 2013 <p>The City has assisted a total of 643 households achieve homeownership since the mid-1990s.</p> <p>172 households received pre-purchase homebuyer education.</p> <p>This year marks the culmination of the Kings Green project resulting in the construction of 49 new single-family affordable housing units.</p> <p>The average mortgage for all phases to date was approximately \$112,000 and the average income of the purchasing households was approximately \$27,000. Average monthly mortgage payments were \$750.</p>
C: Active partnerships with non-profits, neighborhood groups and others to address housing and community development specific to lower income and special needs households.	<p>City staff facilitated the following partnerships:</p> <ul style="list-style-type: none"> - Affordable Housing Task Force - Billings Partners for American Indian Homeownership - Mayor's Committee on Homelessness <p>18 full-year AmeriCorps VISTA members were placed in Billings to support poverty / homelessness impact initiatives (seven in July 2013 and 11 in January 2014) in addition to 12 Summer Associate members. A total of 104 members have been placed in Billings since 2007 and total project financial impact is valued at \$4.4 million.</p>
D: Promote the preservation and revitalization of the community's older neighborhoods.	<p>One foreclosed home in the North Park area was purchased, rehabilitated and sold to a low income family this fiscal year. Another home was sold during this fiscal year in the Billings Heights area. Five total homes have been purchased through the foreclosure acquisition rehabilitation program to date.</p>
E: Provide assistance to agencies serving lower income and special needs populations, particularly the homeless, the elderly, minorities and those with disabilities.	<p>1,617 individuals were served through the VISTA program this year; 494 through the 2013 Summer Associate program, 936 through FY2013-2014 and an additional 187 from July 2013 to January 2014 members.</p>

SECTION II - Funding Resources & Distribution Summary

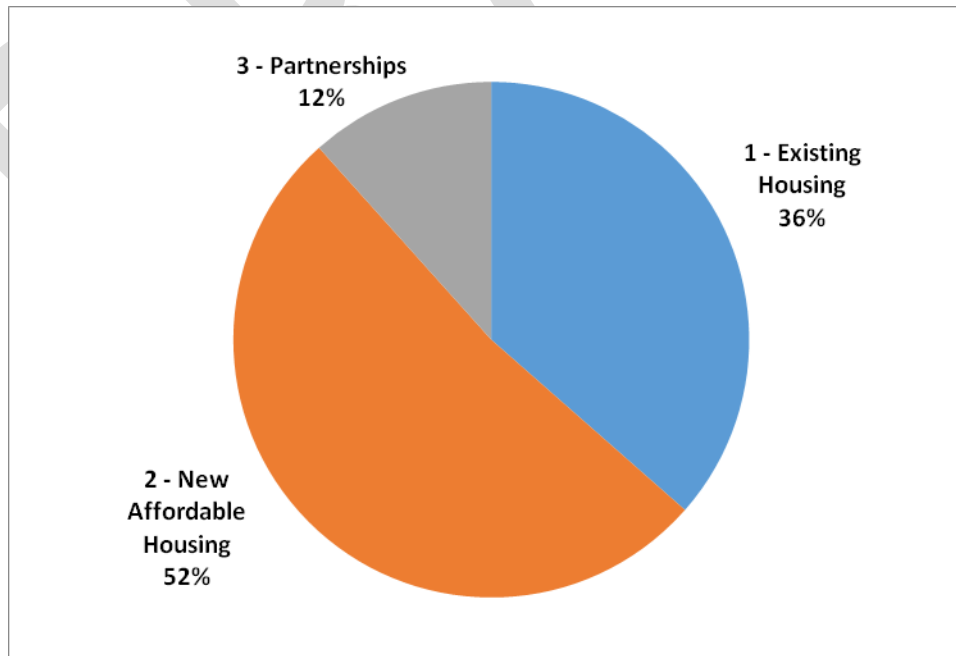
CDBG & HOME Funding, Expenditure Limits

The Community Development Division received funding from CDBG and HOME based on Federal formula grants as an entitlement. All funding has been committed and City staff has drawn \$1,152,852 for all eligible expenditures for activities conducted within the City of Billings limits, including leveraged funds.

Source		Amount	Committed	Expenditures in FY2013-2014		
				Previous Year Allocations	FY13-14 Allocations	Total Expenditures
CDBG	New Entitlement	\$583,761	100%	\$386,174	\$717,344	\$1,103,518
	Program Income	\$247,526				
	Reprogrammed Funding	\$115,933				
	TOTAL BUDGET:	\$947,220				
HOME	New Entitlement	\$309,694	100%	\$510,031	\$536,399	\$1,046,430
	Program Income	\$0				
	Recaptured / Repayment	\$260,967				
	TOTAL BUDGET:	\$570,661				

Totals include amounts spent during the current fiscal year, including expenditures from previous year allocations.

Funding Commitments for CDBG and HOME by Consolidated Plan Strategy



CDBG & HOME Administration / Public Service Allocations

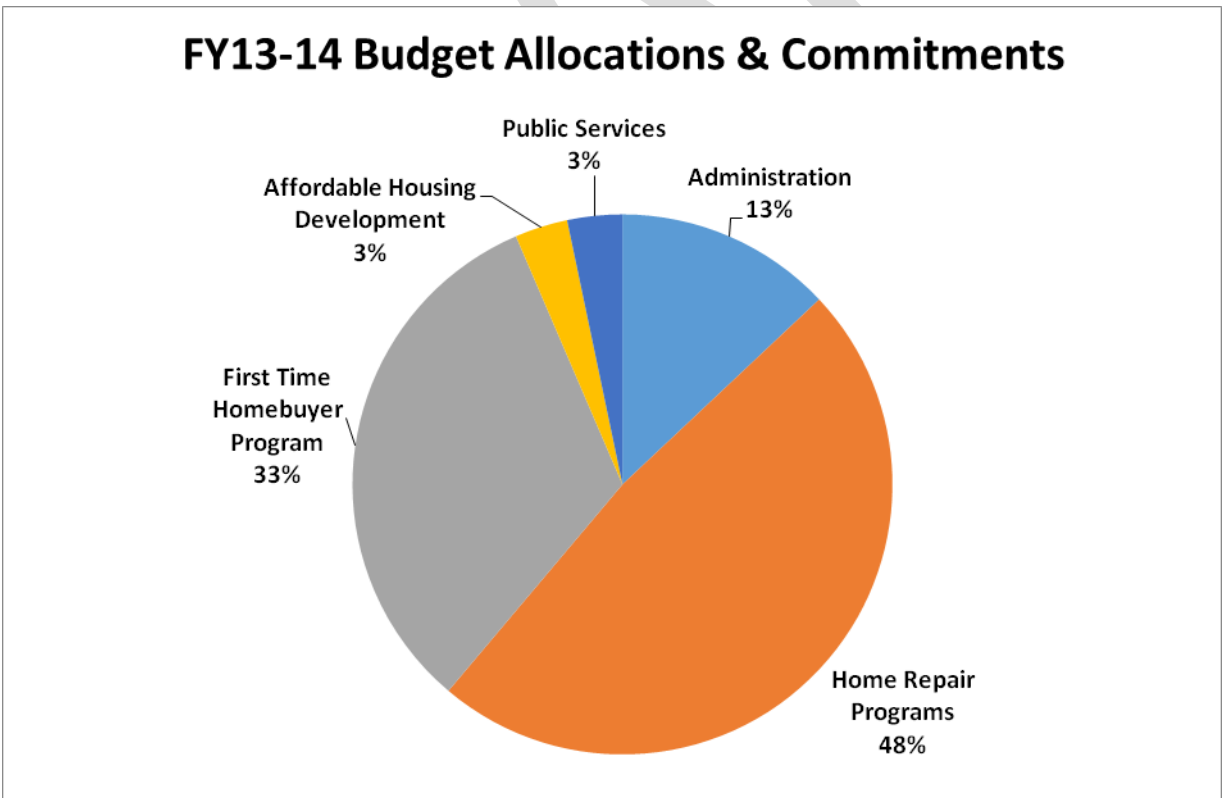
CDBG administration and planning activities were budgeted at \$166,257 which is 20% of the new CDBG allocation in addition to eligible program income left over from the previous year and including income from the current year (see previous page). The budget also included funding in projects which were cancelled or completed and reimbursements from the Minor Home Repair program, which cannot be included in administration cost calculations. One hundred percent of available funding was targeted to benefit the low to moderate income households.

HOME administration activities were budgeted \$30,969 which includes 10% of new HOME revenue (see previous page). As First Time Homebuyer funding returned to the City prior to the affordability period expiring is considered “recaptured” funding, no additional “program income” has been received and considered eligible for additional administration expenses.

No funding was allocated to CDBG Public Service Activities due to historically low entitlement funding. No additional reprogrammed funding was available from Public Service prior year commitments.

CDBG & HOME Program Allocations

The majority of funding received from CDBG and HOME was allocated to the City’s Housing Rehabilitation and Manufactured Home Repair loan programs. The First Time Homebuyer program for down payment and closing cost assistance was also highly funded. The Affordable Housing Development program funding was allocated to support Homeward’s Community Housing Development Organization’s project, Pheasant Home.



Allocation recommendations conform to pre-determined spending requirements on several categories including: CDBG and HOME Administration caps (maximum of 20% and 10% of new funding prospectively); Public Service Caps (up to 15% of new CDBG funding); and Community Housing Development Organizations (at least 15% of new HOME funding).

CDBG:

- **Administration, \$166,257:** General administration expenditures, salary and benefits to support staff managing CDBG funding and activities.
- **Housing Rehabilitation Loan Program, \$350,000:** Housing rehabilitation financing to support low-income homeowners to make needed repairs to their homes. Loans are 0% interest, no-payments due until the house is sold / refinanced.
- **Foreclosure Acquisition / Rehabilitation Loan Program, \$250,000:** Funding to support the purchase of vacant and foreclosed properties for the purpose of rehabilitation and direct homeownership assistance to income qualified homebuyers as their primary residence. The purpose of the program is to stabilize neighborhoods, stem the decline of house values of neighboring homes due to foreclosure, and to preserve decent affordable housing.
- **Manufactured Home Repair Loan Program, \$130,963:** This loan program supports low-income manufactured home owners and provides affordable financing to make needed improvements. This program is intended to revitalize established neighborhoods and preserve the existing affordable housing stock through the completion of repairs to manufactured housing.
- **VISTA Support, \$50,000:** This public service activity would support costs to implement the Billings Metro VISTA Project. These AmeriCorps members work on poverty impact issues in the community including hunger, homelessness, education, and veterans / military family support.

HOME:

- **Administration, \$30,969:** General administration expenditures, salary and benefits to support staff managing HOME funding and activities.
- **Community Housing Development Organization, \$48,000:** Support is allocated to Homeward's Pheasant Home affordable rental housing project. A minimum of 15% of the HOME annual allocation is required by HUD to be reserved for Community Housing Development Organizations (CHDOs) for new housing development activities.
- **First Time Homebuyer Loan Program, \$491,692:** This program provides financial resources to support low-income first time homebuyers with down payment and closing costs. Assistance is based on household size and income. Loans are 0% interest, no-payments due until the home is sold / refinanced.

Funding Status of CDBG & HOME Program Accounts

Fiscal Year	CDBG	As of June 30, 2014
2011-2012	Manufactured Home Loan Program	\$19,385
	Billings Metro VISTA Program	\$32,258
2012-2013	Housing Rehabilitation Loan Program	\$33,640
	CDBG First Time Homebuyer	\$2,990
	Foreclosure Acquisition / Rehabilitation Program	\$32,575
Fiscal Year	HOME	As of June 30, 2014
2010-2011	Homeword Project	\$1,000
2012-2013	First Time Homebuyer Program	\$27,158

CDBG & HOME Revenue

Revenue received during the most recent completed fiscal year over the estimated amounts budgeted in January for the upcoming year will be included as revenue in the next fiscal year. Revenue received for the completed FY2013-2014 includes:

CDBG	
Housing Rehab Repayment (296/297 71-20)	\$55,000
Minor Home Repair Repayment (71-22)	\$1,664
Interest on Deferred Loans (276/296/297 63-25)	\$98
Miscellaneous – Furniture Auction (70-16)	\$875
TOTAL FY2013-2014 CDBG Revenue	\$57,637
HOME	
First Time Homebuyer Recaptured Funds (71-26, 71-17,281 70-15)	\$189,241
Repayment Income (287 70-15)	\$1,500
TOTAL FY2013-2014 HOME Revenue	\$190,741

Neighborhood Stabilization Program Resources

The Billings City Council approved a Substantial Amendment to the City of Billings' Annual Action Plan for FY2008-2009 on January 26, 2009 to utilize funds provided under the Housing and Economic Recovery Act of 2008 (HERA) (Pub. L. 110-289, 122 Stat. 2654, enacted July 30, 2008) through the HUD Neighborhood Stabilization Program (NSP). The geographic area covered in the Action Plan and amendment is the City of Billings municipal boundaries, with priority emphasis on areas with a high foreclosure risk in low income task force areas.

The NSP provided \$19.6 million in CDBG funds to the Montana Department of Commerce (MDOC) to acquire and redevelop foreclosed properties that might otherwise become sources of abandonment and blight within communities. In addition, the funds could also be used to purchase foreclosed or abandoned homes and to

rehabilitate, resell, or redevelop these homes in order to stabilize neighborhoods and stem the decline of house values of neighboring homes.

The City of Billings was awarded \$569,314 from MDOC and has utilized program funding in a manner that complies with regulations established by HUD. This includes obligating funding via contract for service within 18 months of HUD's approval of the MDOC's Action Plan Amendment and full expenditure of obligated funds within 48 months of HUD's approval date.

Neighborhood Stabilization Program Income

Approximately \$300,000 in program income was anticipated from the initial sale of vacant and foreclosed homes to low income households as acquisition funds are repaid to the City. The City received \$179,722 from the sale of two properties (Cambridge and Custer Avenue homes) during FY2011-2012 and an additional \$42,169 was received during 2012-2013 for the Lynn Avenue property. In 2013-2014, \$33,295 was received from the sale of a property in the Billings Heights area. Funding was utilized to further the goals of the NSP program to date.

Billings City Council - Loan Program Allocation

On March 25, 2013 the Billings City Council voted to allocate a total of \$250,000 in non-federal funding to support a *Home Reinvestment Loan Program*. Funds have been dedicated to the City's First Time Homebuyer program and the program was opened for beneficiary allocation on May 1, 2013. The program has been managed in the same manner as HOME funds have been utilized in order to preserve the integrity of the program. This allocation marks the first significant financial investment the Billings City Council has made to Community Development programs.

Geographic Area

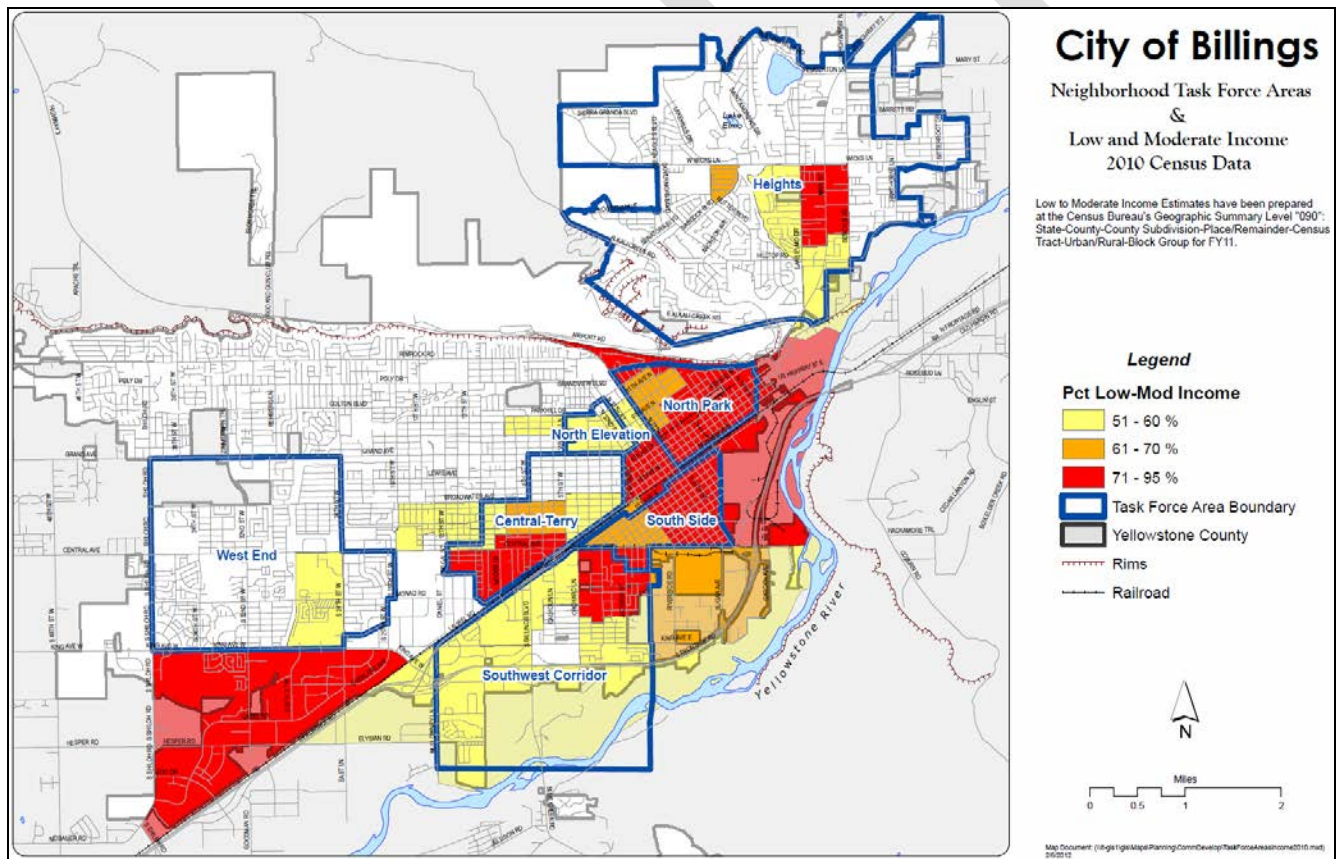
91.220(d)

The geographic area served by the Consolidated Plan is defined by the current City of Billings limits. Target areas include Census tracts and block groups with high concentrations of low to moderate income households, particularly those with higher concentrations of racial / minority households.

Lower-Income Household Concentration

The strategies identified in the Consolidated Plan will be addressed on a citywide basis to encourage the distribution of low-income affordable housing and other assistance to lower income households throughout the community. Strategy D targets assistance provided through CDBG and related programs to lower income neighborhoods of the communities where the majority of the City's affordable housing stock is located. The map below identifies areas of the community with lower income population concentrations to allow further prioritization of limited resources. The low income areas identified on the map maintain the presumption of affordability for the purposes of affordable housing development, recapture / resale and federal investment.

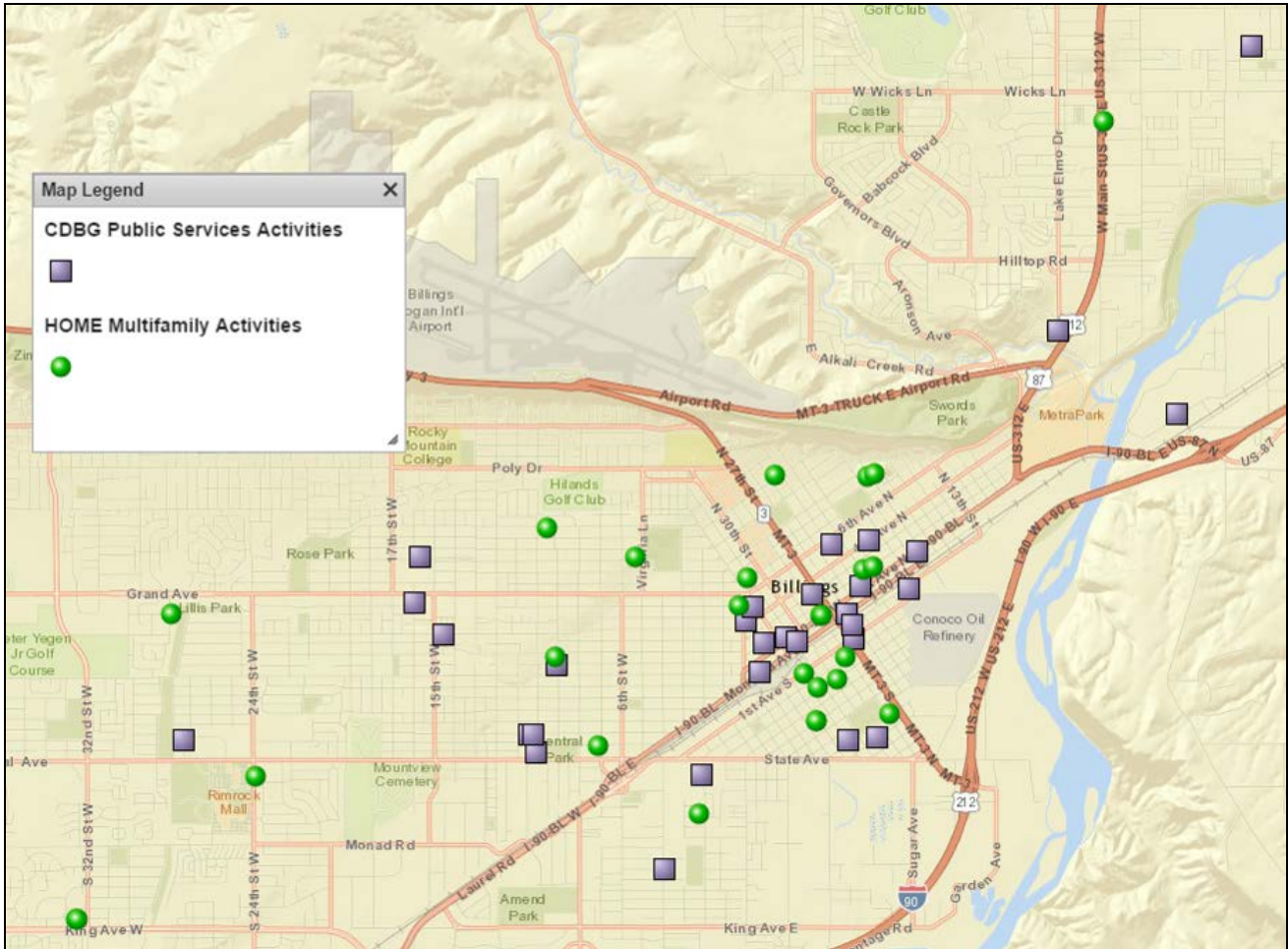
Lower Income Areas in Billings



Geographic Investments

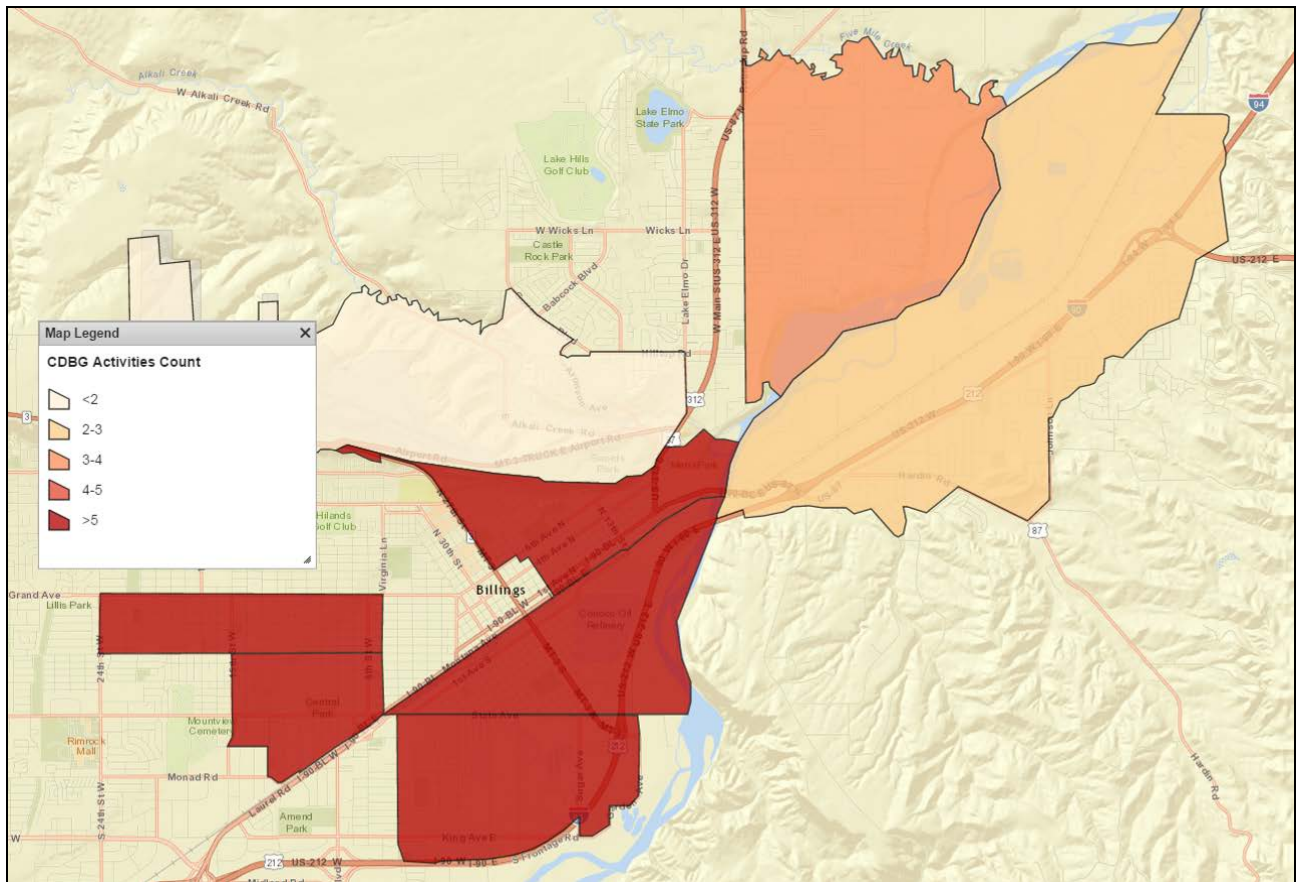
The City of Billings is the largest city with the highest population in the state. However, the city only has an estimated population of nearly 104,000 in 2008, according to the 2010 Billings *Housing Needs Assessment*. Billings would be classified as a smaller city on a national scale. **Therefore, the City focuses distribution of investments on a citywide basis in order to support diversity, equal opportunity, integrated living patterns and mixed-income development across the community.**

Geographic Distribution for CDBG Public Service & HOME Multifamily Activities



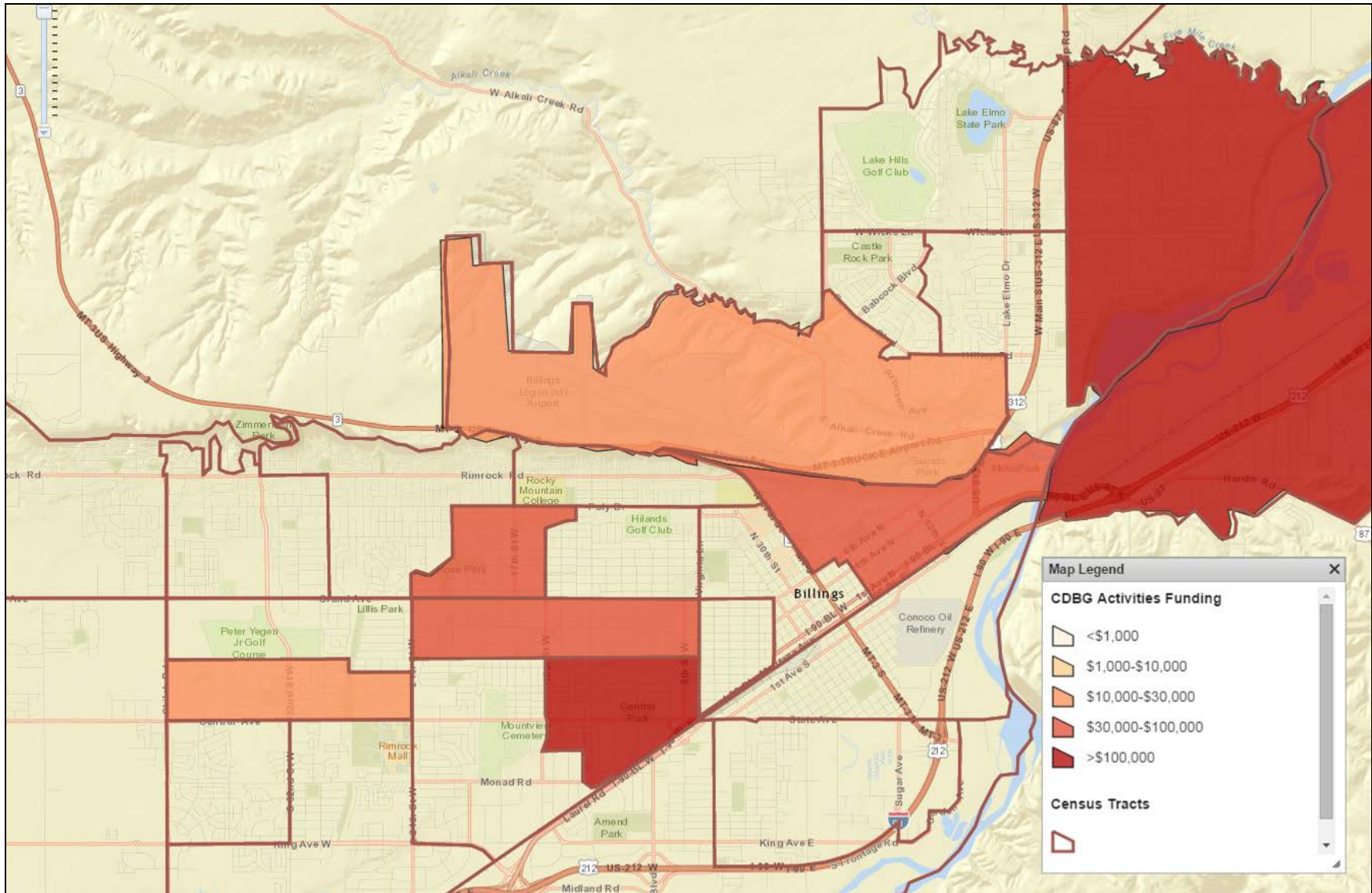
Retrieved September 5, 2014: <http://eais.hud.gov/cpdmaps>

Geographic Distribution for CDBG Activities by Count



Retrieved September 5, 2014: <http://eqis.hud.gov/cpdmaps>

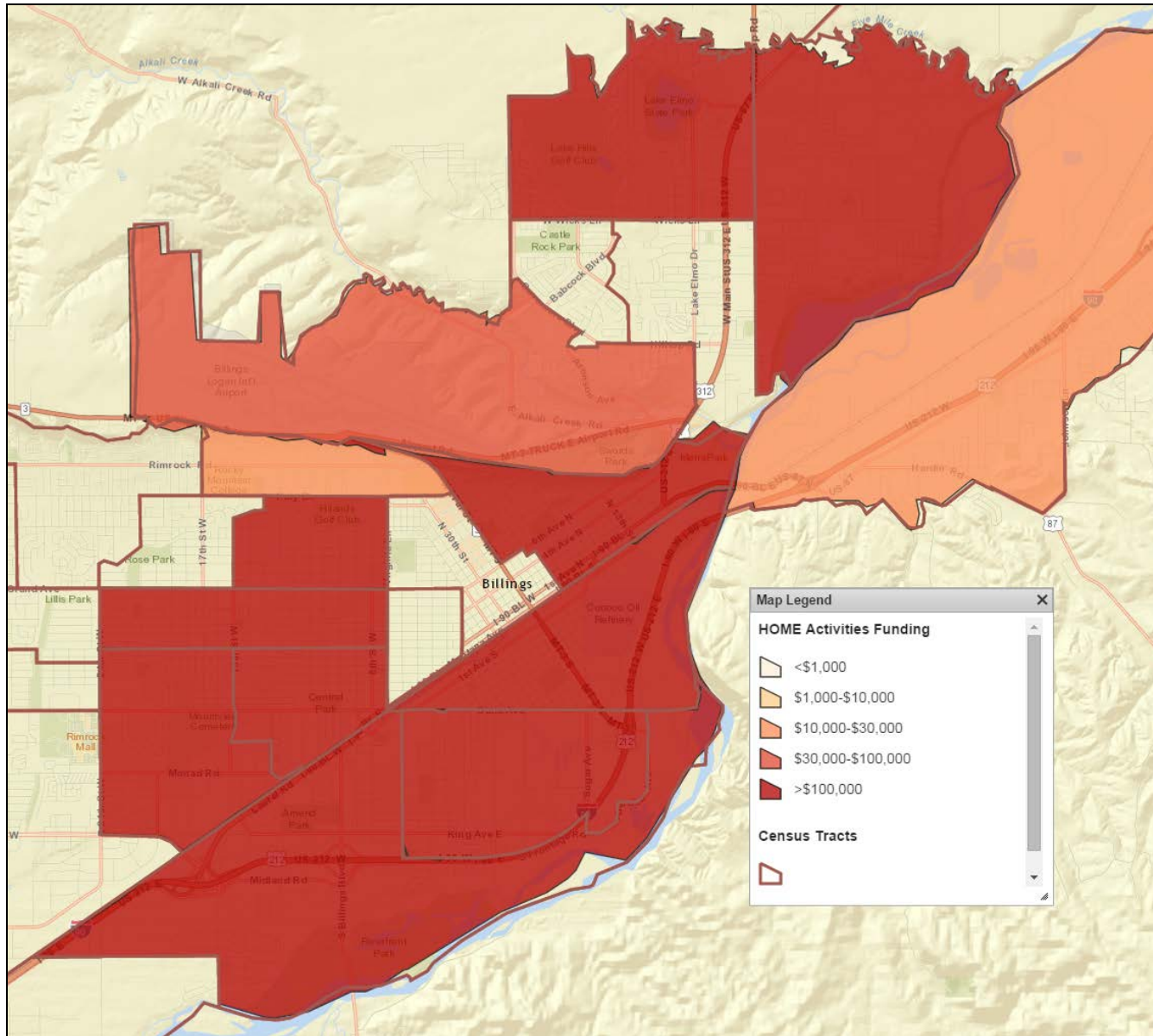
CDBG Activities Funding



Retrieved September 5, 2014: <http://eais.hud.gov/cpdmaps>

Projects in the Lockwood area were not funded through the City of Billings.

HOME Activities Funding

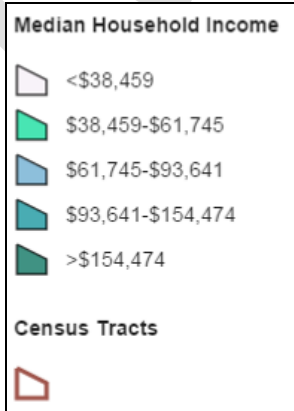
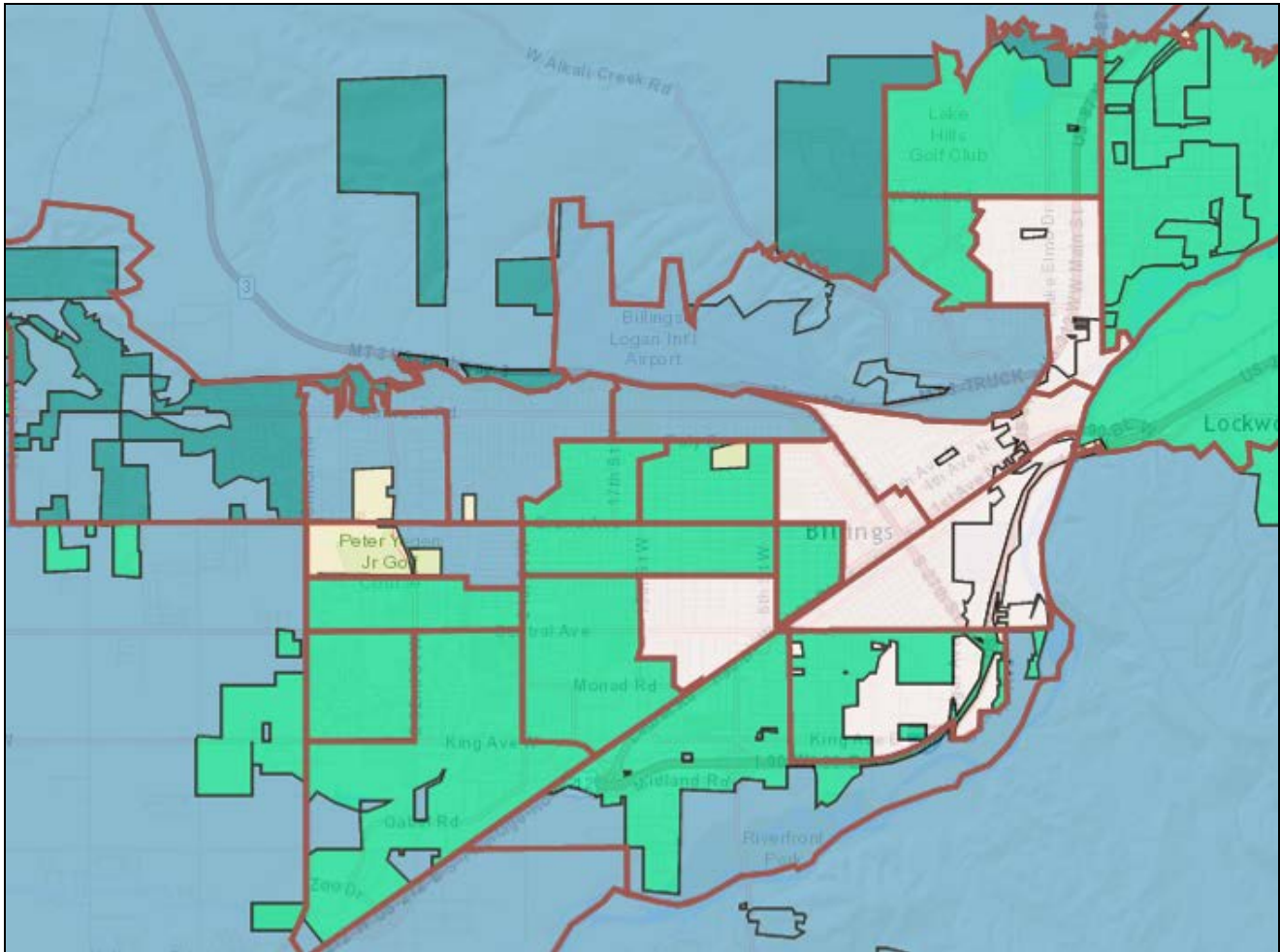


Retrieved September 5, 2013: <http://eqis.hud.gov/cpdmaps>

City of Billings

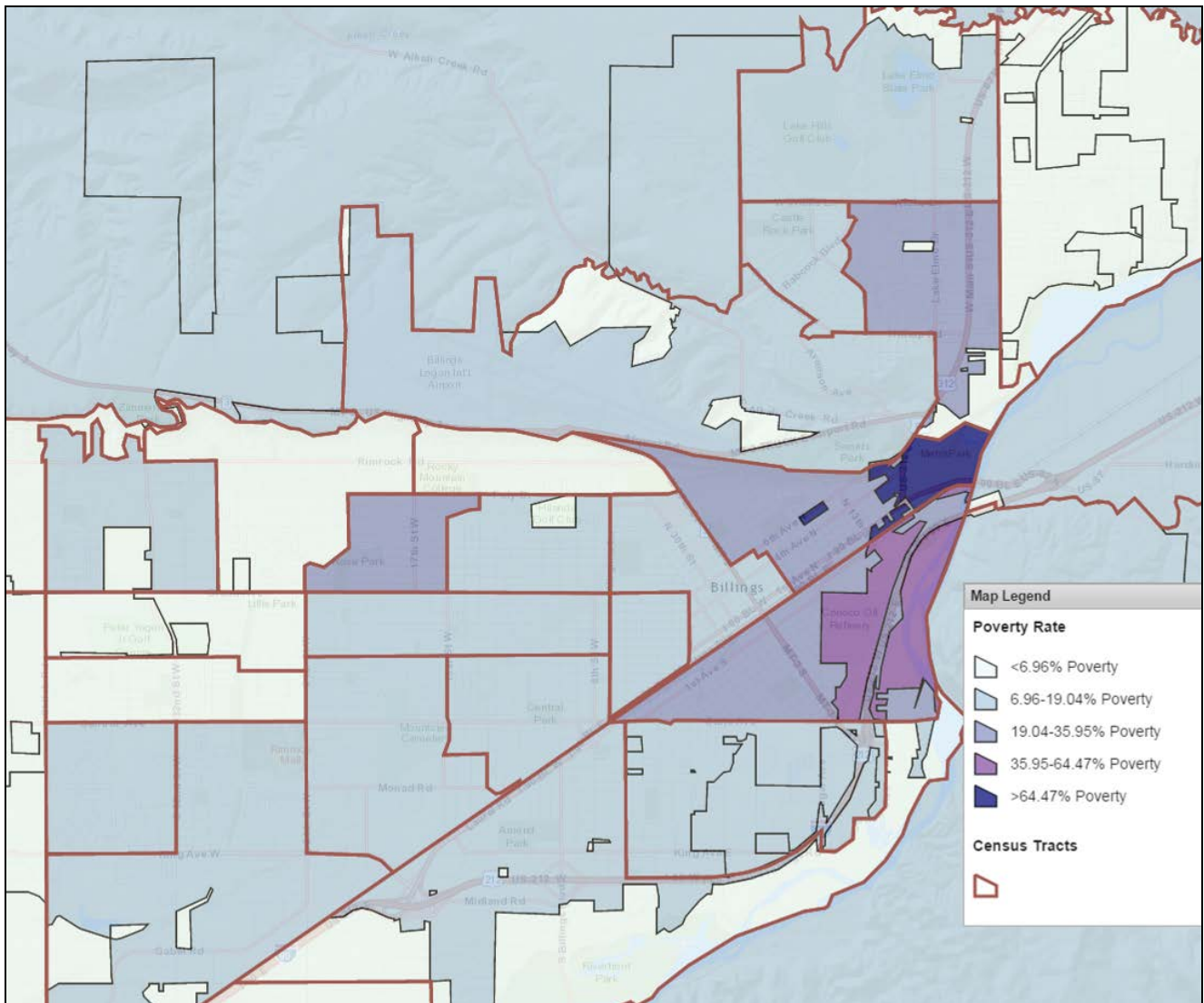
Median Household Income - 2010 Census Tracts

Median Household Income is \$59,500 for a household of four individuals, as of May 1, 2014



Retrieved September 5, 2014: <http://egis.hud.gov/cpdmaps>

Poverty Rate - 2010 Census Tracts



Retrieved September 5, 2014: <http://egis.hud.gov/cpdmaps>

SECTION III - Overall Accomplishments

HUD has developed specific tables to assist in clarifying reporting for activities undertaken by jurisdictions receiving CDBG and HOME funding. HUD’s **Table 3A, Version One**, *Summary of Specific Annual Objectives*, is a summary of specific annual objectives which organizes objectives by type, including rental housing, owner housing, special needs, community development, public facilities, public services, and economic development. The table identifies sources of funds, performance indicators, expected numbers, actual numbers and the identification of HUD’s established outcomes / objectives.

HUD has developed specific performance measurements for each activity undertaken utilizing CDBG and / or HOME funding. The City’s application process for funding through these programs includes identification of HUD objectives and outcomes to ensure compliance with activity requirements. HUD’s **Table 3A, Version Two** is a summary of specific annual objectives which organizes objectives by HUD’s established outcomes / objectives, including:

- Availability / accessibility of decent housing (DH-1)
- Affordability of decent housing (DH-2)
- Sustainability of decent housing (DH-3)
- Availability / accessibility of suitable living environment (SL-1)
- Affordability of suitable living environment (SL-2)
- Sustainability of suitable living environment (SL-3)

HUD OBJECTIVES / OUTCOMES MATRIX			
	<i>Availability / Accessibility</i>	<i>Affordability</i>	<i>Sustainability</i>
<i>Decent Housing</i>	DH-1	DH-2	DH-3
<i>Suitable Living Environment</i>	SL-1	SL-2	SL-3
<i>Economic Opportunity</i>	EO-1	EO-2	EO-3

Version Two also identifies sources of funds, performance indicators, expected number, actual number and percent completed.

The Table 3A provided herein meets the requirements of both versions (One and Two, described above). Goals related to capacity-building for non-profit organizations and administrative support tasks such as newsletter distribution for low-income neighborhood task forces do not relate well to the established HUD Outcomes / Objectives matrix, and are therefore identified in the table as “Admin” for respective programs.

SUMMARY OF SPECIFIC OBJECTIVES & ACCOMPLISHMENTS - TABLE 3A

July 1, 2013 through June 30, 2014

Strategy	Objective	Activity	HUD Objective Category	Measurement Type	Five-Year Goals	FY13-14 Goals	FY13-14 Outcomes	% 5-Yr Goal Met	HUD Objectives / Outcomes	Funding Source	
A: Promote the preservation of the existing supply of safe, affordable housing in the community.	Provide direct, affordable financing and assistance to low-income homeowners for the completion of needed repairs.	Housing Rehabilitation Loan Program	Owner Housing	Housing Units	50	10	14	92%	SL-2	CDBG	
		Acquisition / Weatherization	Owner Housing	Housing Units	1	Program Ended	-	100%	SL-3	CDBG-R	
		Manufactured Home Repair Program	Owner Housing	Housing Units	100	5	5	41%	SL-2	CDBG	
		Neighborhood Stabilization Program	Owner Housing	Housing Units	4	1	1	125%	EO-2	NSP & CDBG	
		Painting Program	Owner Housing	Housing Units	10	Needs to be met through above loan programs due to low funding	-	50%	SL-2	CDBG	
	Provide financing and assistance through partnerships to facilitate needed repairs for special needs populations.	Wheelchair and accessibility ramps	Rental & Owner Housing	Ramps - Housing Units	30	-	-	57%	DH-1	CDBG	
		Rehabilitation for special needs populations	Owner Housing	Housing Units	15	-	-	60%	DH-2	CDBG	
	Benchmark Performance Measures	# units rehabilitated through City programs:					-	20	-	-	-
		# units rehabilitated through partnership programs:					-	0	-	-	-
		% of total funding allocated to enhance existing housing:					-	42%	-	-	-
		# units resulting in energy-efficiency improvements:					-	17	-	-	-
# units resulting in ADA improvements:					2	4	-	-	-		

Strategy	Objective	Activity	HUD Objective Category	Measurement Type	Five-Year Goals	FY13-14 Goals	FY13-14 Outcomes	% 5-Yr Goal Met	HUD Objectives / Outcomes	Funding Source
B: Promote new affordable housing opportunities.	Encourage the development of new affordable single-family, multi-family and special needs housing in the community through private developers and non-profit organizations.	Affordable Housing Development Program	Rental & Owner Housing	Housing Units	100	15	0	16%	SL-2	CDBG & HOME
		Complete Kings Green single-family development	Owner Housing	Housing Units	14	4	4	100%	SL-2	HOME
		Support the efforts of the Housing Authority of Billings	Rental & Owner Housing	Five-Year Plan Implemented	1	1	1	80%	DH-2	CDBG & HOME Admin
		Meet CHDO commitment / expenditure deadlines	Rental & Owner Housing	Years in compliance	5	1	1	80%	SL-2	HOME
	Provide affordable financing and support to promote homeownership opportunities.	First Time Homebuyer Program	Owner Housing	Households	175	30	51	91%	SL-2	CDBG & HOME
			Owner Housing	Cumulative Households (June 1, 2009: 484)	659	-	643	-	-	-
		First Time Homebuyers - MBOH Loan Use	Owner Housing	Households	35	3	19	137%	DH-2	-
			Owner Housing	Leveraged Funding	\$4M	\$0.3M	\$2,324,898	146%	-	-
		Homebuyer Education	Rental & Owner Housing	Households	1,000	100	172	72%	EO-3	CDBG & HOME
	Billings Partners American Indian Homeownership	Rental & Owner Housing	Homeownership Rate (1992 benchmark: 22%)	40%	.08	35%	-	EO-1	CDBG & HOME Admin	
	Benchmark Performance Measures	% of total funding allocated to promote new housing opportunity:					45%	45%	-	-

Strategy	Objective	Activity	HUD Objective Category	Measurement Type	Five-Year Goals	FY13-14 Goals	FY13-14 Outcomes	% 5-Yr Goal Met	HUD Objectives / Outcomes	Funding Source
C: Active partnerships with non-profits, neighborhood groups and others to address housing and community development specific to lower income and special needs households.	Support partnerships and regular meetings to facilitate community participation and collaboration.	Affordable Housing Task Force	Rental & Owner Housing	Monthly Meetings	50	4	4	54%	DH-2	CDBG & HOME Admin
		Billings Partners American Indian Homeownership	Community Development, Special Needs	Monthly Meetings	50	4	4	56%	EO-1	CDBG & HOME Admin
		Analysis of Impediments to Fair Housing Choice completed in December 2012 to implement activities for 2014-2019	Community Development, Special Needs	Analysis / Plan completed	1	1	1	100%	SL-1	CDBG & HOME Admin
	Support task force newsletters and further capacity-building for self-sustainability.	Task Force newsletter support	Community Development, Special Needs	Newsletters / Post Cards	50,000	Inadequate Funding	-	28%	SL-1	CDBG Admin
	Encourage activities that promote fair housing and increase awareness of the rights of protected classes.	Continue to support organizations with an interest in fair housing to apply for FHIP, facilitate application if necessary	Community Development, Special Needs	Annual submission of FHIP grant representing residents of Billings	5	0 or 1	0	20%	SL-1	CDBG Admin
	Encourage collaboration to better address needs and to respond to opportunities for special needs populations.	Mayor's Committee on Homelessness	Community Development, Special Needs	Meetings	50	6	12	72%	EO-3	CDBG Admin
		Assist in the implementation of Welcome Home Billings, the City's ten-year plan to impact homelessness.	Community Development, Special Needs	Completed FY09-11 & FY11-13 Action Plans	2	1	1	100%	SL-1	CDBG Admin
			Community Development, Special Needs	Completed FY09-11 & FY11-13 Performance Reports	2	1	1	100%	SL-3	CDBG Admin
		Facilitate AmeriCorps VISTA application and pursue project status	Community Development, Special Needs	Annual submission of VISTA grant application / VISTA member placements	5	1 100 Clients	1 1,617 Clients	80%	EO-1	CDBG and VISTA Admin
	Benchmark Performance Measures	% of total funding allocated to support partnerships:					13%	13%	-	-

Strategy	Objective	Activity	HUD Objective Category	Measurement Type	Five-Year Goals	FY13-14 Goals	FY13-14 Outcomes	% 5-Yr Goal Met	HUD Objectives / Outcomes	Funding Source
D: Promote the preservation and revitalization of the community's older neighborhoods.	Preserve housing stock in older, lower-income neighborhoods.	See objectives / activities / goals outlined in Strategy A				-	-	-	SL-1	-
	Infill development of vacant lots and redevelopment of substandard properties.	Affordable Housing Development Program	Rental & Owner Housing	See goals for Strategy B		-	-	-	SL-3	CDBG & HOME
		Redevelopment 27th Street Corridor	Neighborhood Revitalization	Redevelopment Projects	1	No Longer In Com Dev	-	-	SL-3	CDBG Admin
	Support activities that provide amenities, neighborhood stabilization and maintain infrastructure needs.	Tree Program	Owner Housing	Individuals	50	Inadequate Funding	-	0%	SL-3	CDBG
		Neighborhood improvements through the Capital Improvement Plan (CIP)	Infrastructure, Neighborhood Revitalization, Public Facilities	CIP Years Implemented	5	1	1	80%	SL-3	-
		Special Assessment Grants	Owner Housing, Infrastructure	Housing Units	20	Inadequate Funding	-	25%	SL-2	CDBG
	Benchmark Performance Measures	% of total funding allocated to preserving older neighborhoods:				Inadequate Funding	-	-	-	-
E: Provide assistance to agencies serving lower income and special needs populations, particularly the homeless, the elderly, minorities and those with disabilities.	Provide CDBG Public Service funding and HOME Tenant-Based Rental Assistance (TBRA) for deposits to non-profit organizations and provide assistance for supportive services, including job creation.	CDBG Public Service and HOME TBRA funding allocations for basic needs assistance and supportive services	Economic Development, Special Needs, Public Services	Years Funding Committed	5	Inadequate Funding	-	-	EO-1	CDBG & HOME
			Economic Development, Special Needs, Public Services	Organizations	20	Inadequate Funding	-	-	EO-3	CDBG & HOME
	Benchmark Performance Measures	% of total funding to support basic needs of special and lower-income populations:				3%	3%	-	-	CDBG & HOME

Benchmarks		Five-Year Goals	FY13-14 Goals	FY13-14 Outcomes	% 5-Yr Goal Met	HUD Objectives / Outcomes	Funding Source
Overall Benchmark Performance Measures	Total Budget Allocated	-	-	\$1,517,881	-	-	-
	Leveraging & Leveraging Ratio for Reporting Year Only	-	-	Pending	-	-	-
	CDBG Timeliness Compliance	< 1.5	< 1.5	0.82	-	-	-
	# active CHDOs	-	-	1	-	-	-
	# of faith-based organizations funded	-	-	0	-	-	-
	% of previous year's HOME funding committed (for FY13-14, measure FY12-13), as of June 30	-	-	100%	-	-	-
	% of HOME CHDO funding reserved, two years ago (for FY13-14, measure FY11-12), as of June 30	-	-	100%	-	-	-
	% of completed HOME rental disbursements to all rental commitments, benchmark subject to HUD adjustment	> 85.5%	> 92.86%	79.9%*	-	-	-
	% of completed CHDO disbursements to all CHDO reservations, benchmark subject to HUD adjustment	> 60.4%	> 77.88%	68.61%*	-	-	-
	% of renters below 50% of the area median income	> 70%	> 70%	93.89%	-	-	-
	<i>Note: 90% of rental and TBRA units must assist households less than 60% of the area median income</i>			-	-	-	
	% of occupied HOME rental units to all rental units, benchmark subject to HUD adjustment	> 92.15%	> 94.45%	100%	-	-	-
	Allocation years not distributed for HOME, benchmark subject to HUD adjustment	< 2.98	< 5.060	1.49*	-	-	-
	# of minority, disabled, elderly and female-headed households served	-	-	Pending	-	-	-

**Differences due to the current rental housing project through the City's Community Housing Development Organization, Homeword. Pending completion in FY2014-2015.*

Regular City Council Meeting

Meeting Date: 09/22/2014

TITLE: Special Review 919 - Public Hearing

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

This is a special review request to allow the expansion of the Best Friend's Animal Hospital at 1530 Popelka Drive in a Community Commercial (CC) zone. The property is legally described as Lot 3, Block 1, Popelka Heights View Subdivision near the intersection of Bench Boulevard and Wicks Lane in the Billings Heights. The proposed 7,754 square foot expansion requires a special review for the animal boarding provided by the animal hospital. The owner is Smith-Gocke Properties, LLC and the agent is Lauren Waterton of Sanderson Stewart. The Zoning Commission conducted a public hearing on September 2, 2014, and is forwarding a recommendation of conditional approval and adoption of the findings of the 3 criteria on a 5-0 vote.

ALTERNATIVES ANALYZED

Before a recommendation of approval or conditional approval can be made, each special review request must demonstrate conformance with three primary criteria: 1) The application complies with all parts of the Unified Zoning Regulations, 2) The application is consistent with the objectives and purposes of the Unified Zoning Regulations and the 2008 Growth Policy, and 3) the application is compatible with surrounding land uses and is otherwise screened and separated from adjacent land to minimize adverse impacts. This application conforms to the first criteria in so far that it is within the CC district where veterinary hospitals with boarding may be allowed by special review. It also appears the proposal meets all of the zoning requirements within the CC zone for building setbacks, lot coverage, height and landscaping.

The application also conforms to the second and third criteria. The zoning regulations adopted by the City Council have designated several zoning districts where veterinary hospitals may be allowed and where boarding services may be allowed by special review approval. The CC zone is one of those districts. The adjacent property to the north and west is not residential and has similar customer and employee traffic. The property to the east across Bench Boulevard is residential but is separated by the arterial street, a 6-foot fence along the back yards of the residences, and 200 feet separates the residential patios from the animal hospital. The property to the south is primarily vacant but is zoned residential and may develop in the future for multi-family dwellings. The proposed expansion may have an impact on these adjacent future uses. The Zoning Commission has recommended conditions to mitigate these potential impacts.

The proposal is consistent with goals of the 2008 Growth Policy, specifically the goal of encouraging uses that are compatible with the character of the adjacent land use patterns. This site is bordered by commercial uses and potential residential uses to the south. The CC zone district is intended to accommodate larger service businesses that serve a community-wide need. This includes community retail, service and office facilities offering a greater variety than would normally be found in a neighborhood or convenience retail development. There are potential direct impacts from the proposed expansion that need to be mitigated by conditions of

approval. The conditions recommended below are recommended to address these potential impacts.

RECOMMENDATION

The Zoning Commission recommends conditional approval.

1. The special review approval shall be limited to Lot 3, Block 1 Popelka Heights View Subdivision generally located at 1530 Popelka Drive.
2. The proposed 7,754 square foot addition shall be constructed in substantial conformance with the submitted site plan of September 2, 2014, including the new parking area, landscaping and fencing as shown. Increases in the total area that exceeds 10% of the area shown on the site plan ,or 1,248 square feet, will require additional special review approval. Increases in the number of parking stalls greater than 10% of the total number of stalls will require additional special review approval.
3. No boarding of animals shall be allowed outside the main building.
4. Any building used for animal boarding shall be constructed of permanent building materials that have been approved via a City building permit.
5. Use hours for any outdoor exercise area shall be limited to 8:00 a.m. to 6:00 p.m.
6. The exterior fencing of the exercise area shall consist of a six-(6) foot high sight-obscuring solid wood or vinyl fencing material. A fence permit shall be submitted to the Planning Division prior to the construction of such fence.
7. All new outdoor lighting, with the exception of signage, shall have full cutoff shields so no part of the fixture or lens projects below the cutoff shield. Light pole standards must be 20 feet in height or less.
8. All new mechanical equipment, including but not limited to air conditioning units, air handling units, back-up power generators, installed at ground level or on a roof must be fully screened from view. The screening shall be at least the height of the mechanical equipment. Mechanical equipment that generates or is expected to generate noise in excess of 55 decibels (DbA) within three (3) feet of the equipment location must provide sound abatement or suppression which may require the equipment to be enclosed in a structure.
9. No signs may be placed on the south elevation of the building wall that parallels the residential zone to the south.
10. These conditions of special review approval shall run with the land described in this authorization and shall apply to all current and subsequent owners, operators, managers, lease holders, heirs and assigns.
11. The proposed development shall comply with all other limitations of Section 27-613 of the Unified Zoning Regulations concerning special review uses, and all other City of Billings, regulations and ordinances that apply.

****NOTE**** Approval of this Special Review does not constitute approval of a building permit, sign permit or fence permit. Compliance with all applicable local codes will be reviewed at the building permit or zoning compliance permit level. This application is for a Special Review as noted above and no other request is being considered with this application. The use and development of the property must be in accordance with the submitted site plan.

FINANCIAL IMPACT

Approval of the request special review will result in an increased taxable value for the property. City fees will be paid for the building permit review.

BACKGROUND

This is a special review request to expand an existing veterinary hospital with boarding services at 1530 Popelka Drive in the Billings Heights. The property received a previous special review approval in 2002. The proposed addition of 7,754 square feet is more than the 10% additional area allowed under the original approval. The original approval included conditions related to the enclosure of boarding areas and fencing for the outdoor exercise area. The lot is legally described as a Lot 3, Block 1, Popelka Heights View Subdivision and is 1.32 acres in area. The existing building is 4,722 square feet with additional fenced outdoor exercise area of about 3,500 square feet. The proposed addition will reduce and re-locate the outdoor exercise area and add 32 parking spaces along the Bench Boulevard frontage. Surrounding development is a mixture of commercial and residential uses. The property to the south is zoned residential and has been approved for multi-family development. The property remains vacant at this time. The applicant states there is a growing demand in the Heights for veterinary services and boarding. The applicant wants to expand at the current location rather than moving to a new site.

The city has approved veterinary services with boarding in other locations including at 10th Street West and Grand Avenue. The special review approval is required whenever animal boarding services are offered. If boarding is not offered, a veterinary hospital is an allowed use. The special review ensures the adjoining property and uses are protected from any potential impacts from outdoor exercise areas, kennels and similar issues.

The property has frontage on Bench Boulevard just south of the intersection of Wicks Lane. Both Wicks Lane and Bench Boulevard are principal arterial streets. Development in this area has been significant since 2002 when the animal hospital was first constructed. Wal-Mart north the intersection of Bench Boulevard was constructed in 2001 and the US Post Office was established at about the same time. Since 2002, the agricultural field on the east side of Bench was developed into a residential neighborhood, Billings Clinic added a medical office north of the animal hospital and Billings Heights Water District office is directly west. Volunteers of America built supportive multi-family apartments just south and west of this location. Bench Boulevard will be re-constructed during the next few years and traffic volumes are expected to increase after the road is improved. The 2013 traffic count data indicates an average daily traffic count of approximately 14,740 vehicles per day on this section of Wicks Lane and 4,500 vehicle trips per day on Bench Boulevard. The average daily traffic is the mean number of vehicle trips per day based on a 3 year rolling average. The vehicle trips per day count on Wicks Lane for 2013 was 16,630.

The Planning Division recommended conditional approval and the Zoning Commission concurred.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on September 2, 2014, and received the staff recommendation and testimony from the applicant and agents. No other testimony was received. Lauren Waterton of Sanderson Stewart, agent for the applicant, testified that the new site plan was the result of a meeting between the owner and the adjacent neighbor, Mr. Cameron at 1446 Bench Boulevard. She stated the building design was altered to provide vestibules to diminish the noise from barking dogs when dogs were brought outside to the exercise yards. In addition, she stated the neighbor was concerned about the pedestrian access across the south property line where a utility easement exists. She stated there are young people who use this area to hang out after dark. Ms. Waterton stated the fencing has been re-arranged to allow a removable fence panel to be placed at the east end of the utility easement at Bench Boulevard to discourage after hours use of the easement. She stated the owner is agreeable to all the recommended conditions of approval.

Dr. DJ Smith, applicant and owner of Best Friends Animal Hospital, testified in favor of the application. He stated he had a good meeting with the neighbor and believes the building re-design, re-arrangement of the exercise yards, and placing the removable fence at Bench Boulevard will result in a better project for the hospital and the neighbors. He stated the expansion is the result of increased demand for their services by pet owners. In response to questions from the Commission, Dr. Smith stated the boarding capacity will double from its current level, the barking noise should be abated by the vestibule design and the fencing material has not been chosen yet. Dr. Smith stated it would probably be wood or vinyl.

Dan Wells, builder for the applicant, stated the existing facility is well maintained and the addition should fit in well with the existing building. He stated the expansion is the result of good business practices by the owners. He stated the construction should take about 12 months. In a response to a question from the Commission, he stated the facility is staff 24 hours a day.

The public hearing was closed. Commission member Dennis Ulvestad made a motion to recommend conditional approval and adoption of the findings of the 3 criteria. The motion was seconded by Commission member Dan Wagner. Commission member Mike Boyett commented the operation is very clean and it appears the proposed expansion is compatible in this location. Commission Chairman Leonard Dailey, Jr. commended the applicant for going above and beyond to work with the neighbors to address their concerns. Mr. Ulvestad stated he concurred with the previous comments and thought the business was well maintained and the addition would complement the existing area. The Commission voted 5-0 in favor of the motion.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

The Consistency with Adopted Policies and Plans is discussed in the Alternatives Analyzed section above.

RECOMMENDATION

The Zoning Commission recommends conditional approval and adoption of the findings of the 3 criteria for Special Review 919 on a 5-0 vote.

APPROVED BY CITY ADMINISTRATOR

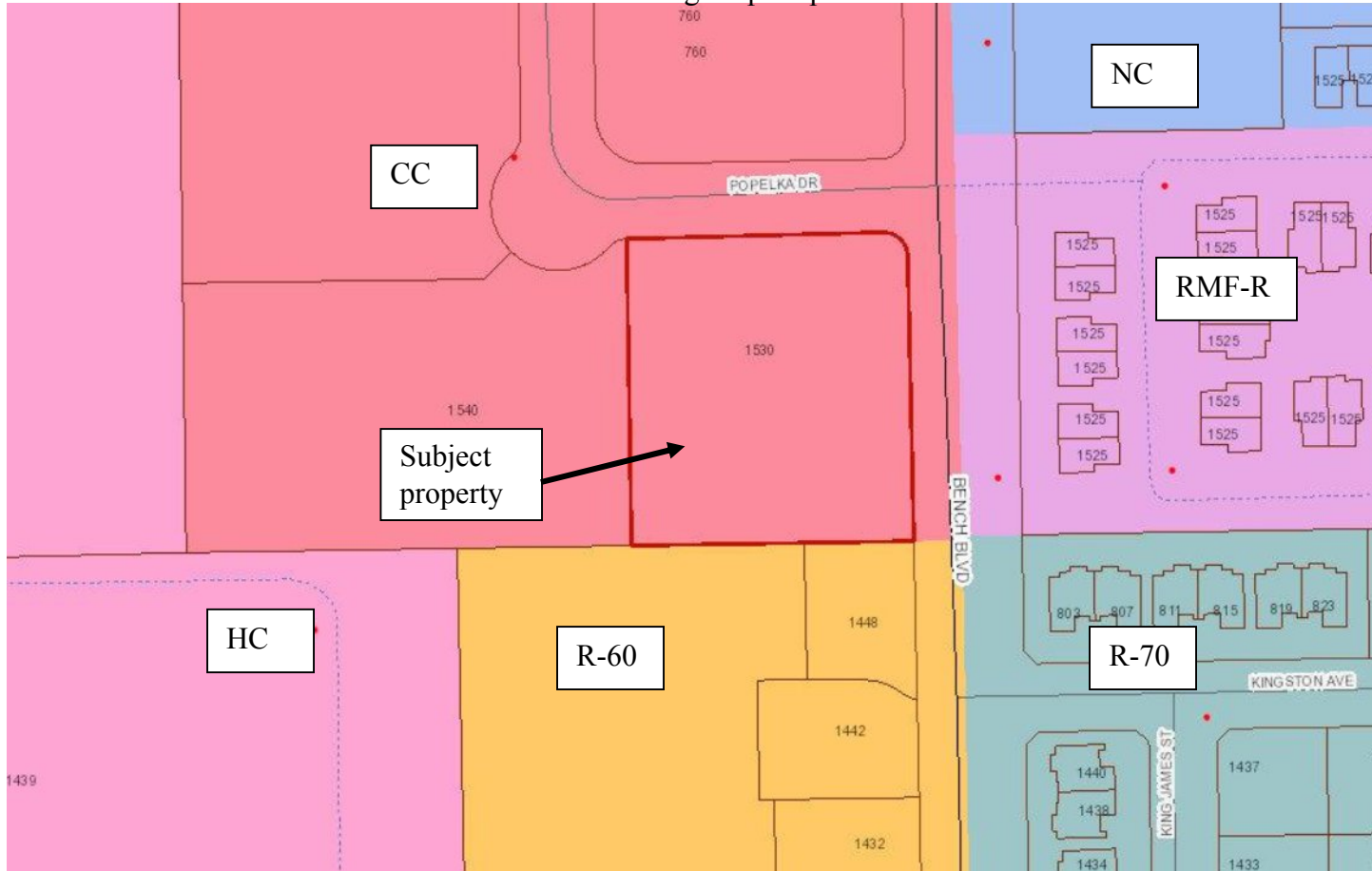
[Zoning Map](#)

[Site photos](#)

[Site Plan Sept 2 2014](#)

[Applicant letter](#)

Attachment A
Zoning Map – Special Review #919



Attachment B
Site Photos – Special Review #919



Subject Property



Aerial

Attachment B, continued
Site Photos – Special Review #919



View north across Popelka Drive – Billings Clinic



View south and east across Bench Boulevard

Attachment B, continued
Site Photos – Special Review #919



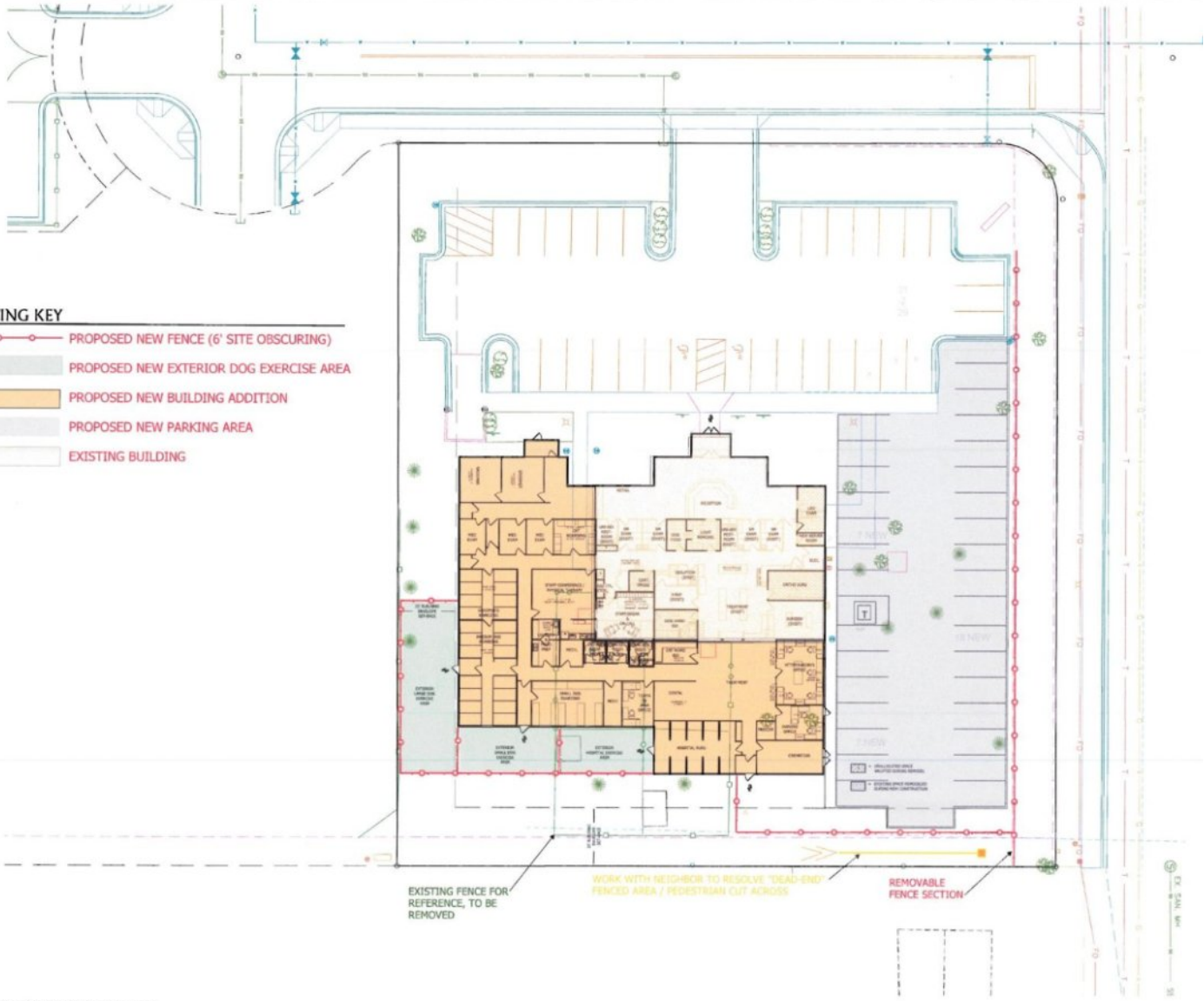
View south and west – Billings Heights Water District offices



View east along Popelka Drive to Bench Boulevard

Attachment C

Site plan



Attachment D
Applicant Letter



August 4, 2014
Project No. 98038.11

**POPELKA HEIGHTS VIEW SUBDIVISION
LOT 3, BLOCK 1
SPECIAL REVIEW APPLICATION**

INTRODUCTION

The attached Special Review Application is being submitted on behalf of Best Friends Animal Hospital to allow for an addition to the existing facility. The addition will include expansion of the indoor pet boarding area, which requires a Special Review. An exhibit identifying the subject parcels is attached to this application for reference along with a proposed site plan.

The following information is provided to satisfy the supplemental information requirements for the Special Review Application.

A. In what way is the proposal consistent with the goals and policies of the adopted growth policy?

The proposed special review request is consistent with the land use element goals and objectives as it is consistent with the nature of the existing neighborhood and the type of uses allowed under the proposed zoning are compatible with adjacent uses. The business has been located on the site and was reviewed as a Special Review in 2002 for the existing building and use. The site is large enough to accommodate a building expansion without impacting adjacent properties. This allows for the business to stay within the neighborhood to continue to provide needed services to the community.

B. Why is there a need for the intended use of the property at this location?

The need for veterinary and pet facilities continues to increase and this location has provided a suitable location for such a facility as it is compatible to the adjacent land uses and will complement the neighborhood. The expansion of the building is to meet demand for these services within the neighborhood.



1300 North Transtech Way
Billings, Montana 59102
Phone 406.656.5255
Fax 406.656.0967
www.sandersonstewart.com

C. How will the public interest be served if this application is approved?

The approval of this application will serve the public interest by providing a locally owned quality veterinary and pet boarding facility that will serve a growing market demand. Providing services convenient to neighborhoods benefits residents.

D. Prepare a written statement addressing what is intended to be done with the property, including new construction or change in the use of the property, and why this special review is being sought.

The existing facility was originally approved in 2002 for a special review to allow for a veterinary clinic with a boarding facility. Since that time, the business has grown and the applicant would like to expand the building to accommodate for additional services. Because the addition is more than 10 percent of the existing floor area, a special review is again required. In their approval in 2002, the Billings City Council placed the following conditions on the use:

1. No boarding of animals shall be allowed outside the main building.
2. Any building used for animal boarding shall be constructed of permanent building materials that have been approved via a City building permit.
3. Use house for any outdoor exercise area shall be limited to 8:00am to 6:00pm.
4. The exterior fencing of the exercise area shall consist of a six (6) foot high sight obscuring solid wood or vinyl fencing material.

These conditions have been, and will continue to be adhered to. The expanded layout will for accommodate for these conditions and any others that may be placed on the property.

Regular City Council Meeting

Meeting Date: 09/22/2014

TITLE: Zone Change 923 - Public Hearing and 1st reading

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

This is a zone change request from Agriculture-Open Space (A-1), a county zoning district, to Public (P) on Lot 5A, Block 1, of Long Subdivision, a 69.65 acre parcel of land, generally located at 1190 Shiloh Road. The property is owned by the City of Billings and is under development as a storm water management facility. The City has submitted a concurrent annexation petition. A pre-application meeting is not necessary for zone changes accompanied by annexation petitions from government entities as per BMCC Section 27-1504. The City Zoning Commission conducted a public hearing on September 2, 2014, and is forwarding a recommendation of approval and adoption of the findings of the 10 criteria for Zone Change 923 on a 5-0 vote.

ALTERNATIVES ANALYZED

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

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

FINANCIAL IMPACT

Annexation, the new zoning, and development as a storm water facility and public open space on the property will increase the surrounding property value and tax base. The property is exempt from property taxes and city fees.

BACKGROUND

The City of Billings is developing a storm water management facility on 69.6 acres of land south of the Montana Sapphire Subdivision and west of Shiloh Road. The Shiloh Conservation Area will store and treat storm water from many West Billings' subdivisions and neighborhoods before it is discharged to Hogan's Slough and eventually the Yellowstone River. The City intends to annex this property to the city and apply the Public zoning district to the property. The Public zone allows many uses by government entities as well as recreation and public works utilities such as storm water management. The Shiloh Conservation Area was designed for passive recreation and storm water management. A trail system is being installed so residents may enjoy the permanent ponds and wetland areas established on the property. The Engineering Division describes the project as follows: "*The Shiloh Conservation Area is a project that will transform a City-owned parcel of land at the confluence of the Shiloh Drain and Hogan's Slough into a facility that will balance the objectives of water quality improvements, flood control, and recreational benefits to the community. The project consists of developing a series of sedimentation detention ponds, constructed wetlands cells, and open water features. These*

features will function to trap sediment, remove unwanted nutrients from the water column and provide secondary flood detention from West End storm water runoff. In addition, a trail network will be constructed with educational signs so the public can learn about and enjoy the benefits of storm water runoff management. Construction began in January and is anticipated to be completed by late-fall of this year. ”

The Public zoning district is intended to reserve land exclusively for public or semi-public uses in order to preserve and provide adequate land for a variety of community facilities which serve the public health, safety and general welfare. The 69+ acre parcel of land at this location was identified as the most appropriate geographic location for a storm water control and management facility. The lots to the west are zoned RMF-R, R-70 and Public, and are currently developing for a new multi-family residential neighborhood. While an active recreation site is planned for this neighborhood, the addition of this facility will add recreational opportunity for these residents. The property to the north is zoned HC and ELI in the Montana Sapphire Subdivision. This subdivision is developing for a mixture of residential, retail and commercial uses. The storm water management property will be compatible with the existing and proposed uses in this subdivision. Property to the east is zoned Controlled Industrial and is developing as the primary retail center for this area. There are several anchor retail stores in the development including Kohl's and Scheels, and a 14-screen movie theater as well as smaller retailers and businesses. First Interstate Bank recently finished construction of a new building in the Shiloh Crossing Subdivision. Property to the south is zoned A-1 and is not within the city limits. This property is developed for the County's Junk Vehicle facility and the former Knife River gravel mine and asphalt batching plant. The Knife River facility is being de-commissioned and reclaimed. Development plans for the property include annexation and re-zoning in the city limits for a mixture of uses.

Shiloh Road and King Avenue West are both principal arterial streets in close proximity to the subject property. The storm water facility is not likely to generate additional traffic for these nearby streets. Shiloh Road carries approximately 8,000 vehicles per day on this section of the road. This is a 10% increase over the past 3 years of traffic data. King Avenue West carries approximately 8,600 vehicles per day just east of the intersection with Shiloh Road.

The Public zone does not have a maximum building height but does require setback minimums and lot coverage maximums. The setbacks and lot coverage requirements are compatible with the adjacent uses and the storm water management facility will be compatible with these uses as well.

The West Billings Neighborhood Plan identified potential flooding and preservation of open space as a high priority: *“ The City of Billings and Yellowstone County suffered a devastating flood in June of 1937 after an intense rain and hailstorm over the already saturated drainage areas west and northwest of Billings. Substantial overland flows developed along Canyon Creek, Hogan's Slough, Little Cove Creek, and Cove Creek. Railway bridges became partially clogged with flood debris west of town and floodwaters flowed eastward, along the tracks, into the city. In addition, floodwaters entered the Billings Bench Water Association (BBWA) canal, west of town. Subsequently, the south bank of the BBWA canal broke above Pioneer Park and water flowed into the city's main business district. Six hundred businesses and 2,664 dwellings sustained losses of approximately \$3 million in 1937. Source: U.S. Army Corps of Engineers, Omaha, Nebraska, March 1970, Report on Restudy of Yellowstone River and Tributaries, Billings, Montana, Flood Control Project .”* The plan suggested the development of a single large storm water detention facility for Billings West End would help alleviate similar flooding events in the future. The West Billings Plan also recommended any flood control or storm water

management be developed in concert with park and open space preservation efforts. This facility incorporates all of these plan goals and the proposed Public zoning helps achieve and maintain those goals.

The Planning Division reviewed this application and recommended approval based on the ten (10) criteria for zone changes. The Zoning Commission concurred with this recommendation. The subject property is under development for a storm water management facility that will benefit all of the existing West Billings neighborhoods. This will provide a needed service to the surrounding residents and businesses. The proposed zoning is compatible with the surrounding uses and planned developments. The proposed zoning and use will not add traffic to the existing street network. It meets the goals of the West Billings Neighborhood Plan and the 2008 Growth Policy. The 2008 Growth Policy and the West Billings Neighborhood Plan encourage predictable land use decisions that are consistent with neighborhood character and land use patterns. The existing use and proposed zoning are consistent with this neighborhood and land use pattern.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on September 2, 2014, and received the staff recommendation and testimony from the agent, Tyler Westrope, Staff Engineer for the City. No other testimony was received.

Mr. Westrope stated the project is the first piece in a larger storm water management plan for West Billings. He reviewed the details of the project with the Zoning Commission. He stated the contractor should be complete some time later this year. He stated there will be two major ponds on the property and several wetland cells to help clean up the water that is collected from Hogan's Slough and the Shiloh Drain. He stated the facility is designed to handle storm water runoff from a 10 year storm event. In response to a question from the Commission, he stated there is a developed parking area on the southeast corner of the project with enough space for 30 cars. He stated if it becomes a popular destination, the city might expand the parking area. He stated it is difficult to develop a storm water management plan for a 35 square mile drainage basin based on past growth patterns. He stated the Planning Division completed a West End Flood Study, with grant dollars, several years ago and this has helped the Engineering Division focus the plan for the near term. Mr. Westrope stated the longer term - 30 to 50 year horizon - will need further study and planning for storm water control. He stated current water quality entering the facility is loaded with sediment and agriculture runoff that carries high nitrogen and phosphorous levels. He stated the wetland cells should help ameliorate this pollutant load.

The public hearing was closed. Dan Wagner made a motion to recommend approval and adoption of the findings of the 10 criteria for Zone Change 923. The motion was seconded by Barbara Hawkins. Ms. Hawkins commented the project would be a nice addition to the city facilities in the area. Chairman Leonard Dailey, Jr. stated the area will be more popular than predicted by the Engineering Division. Mr. Dailey stated this project is ahead of the curve compared to other cities in the region. He stated the project will not only reduce water damage to homes and businesses in the area but will help increase water quality in the Yellowstone River. The Commission voted 5-0 in favor of the motion.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Prior to any decision on the zone change by the City Council, it shall consider the findings of the following 10 criteria:

1. *Is the new zoning designed in accordance with the Growth Policy?*

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

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

The proposed zoning would permit more land uses than currently allowed by the A-1 zoning and this is consistent with the neighborhood character and the planned development of areas along Shiloh Road. The proposed zoning is compatible with the existing uses on Shiloh Road and King Avenue West.

- *Utilize the development of a linear open space network as a component of achieving an acceptable level of flood control. (Open Space Goal , page 47)*

The property is under development for a conservation area and flood control facility. The proposed zoning will assist the city to preserve and maintain this public infrastructure and recreation area.

2. *Is the new zoning designed to secure from fire and other dangers?*

The new zoning requires minimum setbacks, open and landscaped areas and building separations. The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers. The City Fire Department will ensure safe access to the site and provision for minimum fire flow to structures if necessary.

3. *Whether the new zoning will promote public health, public safety and general welfare?*

Public health and public safety will be promoted by the proposed zoning. Development of the storm water facility will protect the public health, safety and general welfare.

4. *Will the new zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?*

Transportation: The proposed zoning will not impact the surrounding streets.

Water and Sewer: The City will not need water or sewer facilities for this project.

Schools and Parks: There should not be any impact to schools from the proposed zone change. The facility will have a walking trail around the permanent pond and will enhance the recreational opportunities in the area.

Fire and Police: The subject property is currently served by the city Public Safety Services.

5. *Will the new zoning provide adequate light and air?*

The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air.

6. *Will the new zoning effect motorized and non-motorized transportation?*

Traffic generation from this facility is not anticipated at this time. The facility will provide an off-street walking trail that will benefit non-motorized transportation opportunities.

7. *Will the new zoning will promote compatible urban growth?*

The new zoning does promote compatibility with urban growth. The proposed zoning will provide an area to locate services essential city and public services.

8. *Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?*

The proposed zoning does consider the character of the district and the suitability of the property for public uses.

9. *Will the new zoning conserve the value of buildings?*

The lot is currently under development for a flood control and storm water management facility. The value of adjacent property will be enhance and conserved.

10. *Will the new zoning encourage the most appropriate use of land throughout the City of Billings?*

The proposed zoning will permit a greater variety of uses on the property and is the most appropriate use of the property.

RECOMMENDATION

The Zoning Commission recommends approval and adoption of the findings of the 10 criteria for Zone Change 923 on a 5-0 vote.

APPROVED BY CITY ADMINISTRATOR

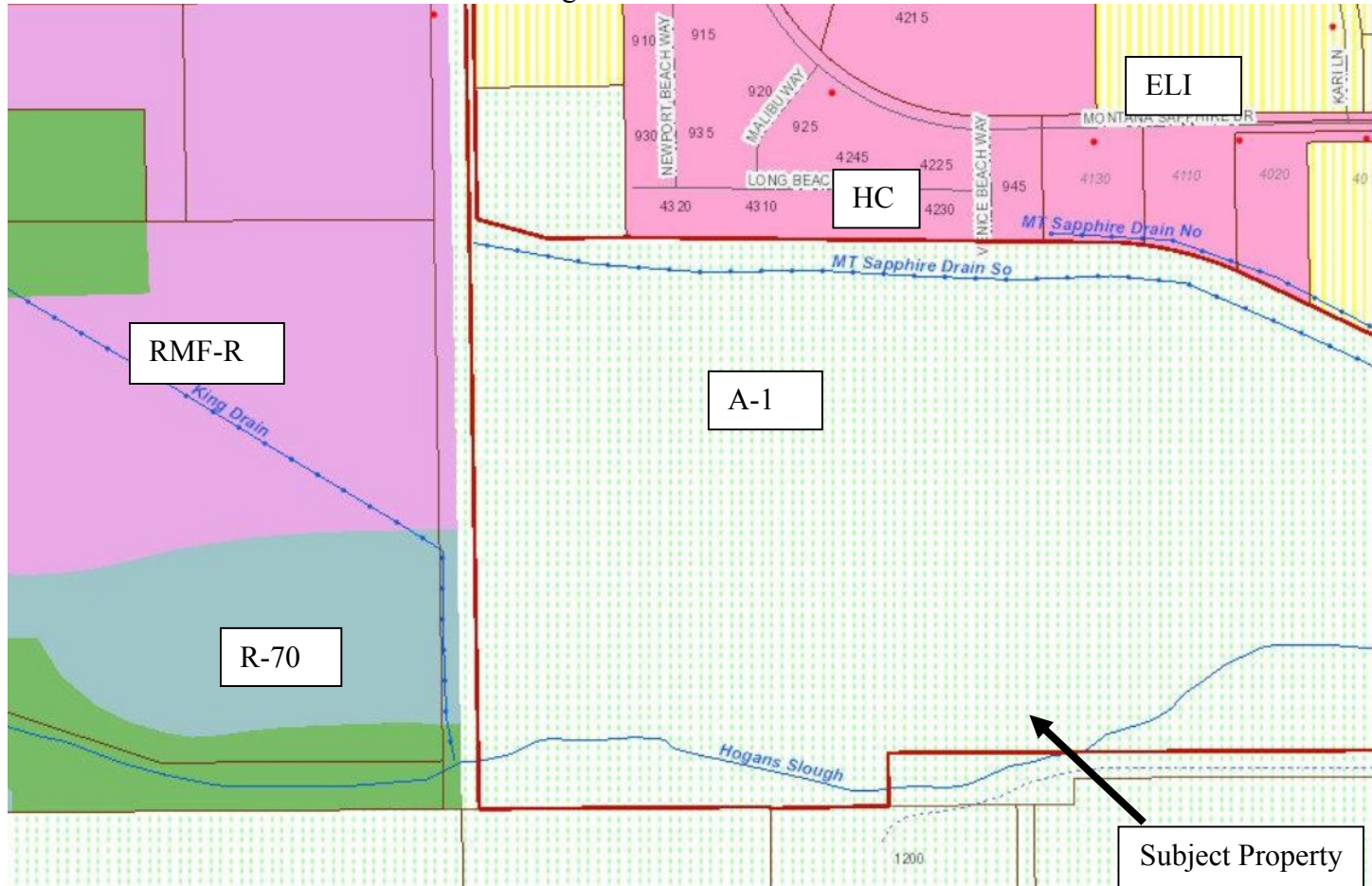
Zoning Map

Site Photos

Applicant Ltr and Exhibit

Ordinance

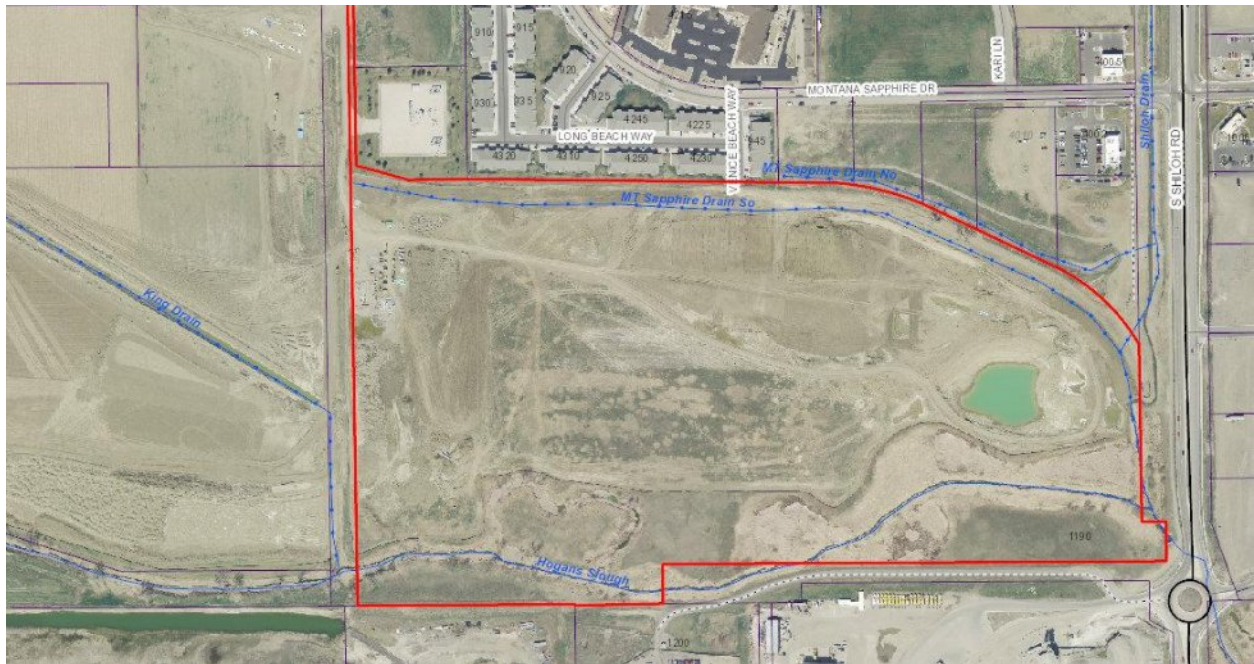
Attachment A: Surrounding Zoning
Zone Change #923 – 1190 Shiloh Road – Shiloh Conservation Area



Attachment B
Site Photographs, Zone Change #923 – 1190 Shiloh Road



1190 Shiloh Road



Aerial Map

Attachment B, continued
Site Photographs, Zone Change #923 – 1190 Shiloh Road



View north along Shiloh Road



View north and west to Montana Sapphire Subdivision

Attachment B, continued
Site Photographs, Zone Change #923 – 1190 Shiloh Road



View east across Shiloh Road



View south and west across Shiloh Conservation Area

Attachment C
Applicant's Letter and Shiloh Conservation Area



City of Billings

PUBLIC WORKS DEPARTMENT
Engineering Division
2224 Montana Avenue
Billings, Montana 59101
Office (406) 657-8231
Fax (406) 237-6291

Memorandum



Date: June 16, 2014
To: City-County Planning
From: Christina Volek, Billings City Administrator *CV*
CC: Dave Mumford, Debi Meling
RE: Annexation of City Owned Parcel located on Shiloh Road

In accordance with the requirements of Montana Code Annotated (MCA) 7-2-4403 this memo is a request to annex into the corporate limits of the City of Billings, property owned by the City of Billings on the west side of Shiloh Road. This property is under construction to develop the Shiloh Conservation Area. The street address, property tax ID and legal description of the properties which are the subject of this annexation request are as follows:

<u>Street Address</u>	<u>Property Tax ID</u>	<u>Full Legal Description</u>
Shiloh Road	A34623	Lot 5A, Block 1 Of Amended Lot 5, Block 1, Long Subdivision

The City has acquired this property for development of the Shiloh Conservation Area to balance the objectives of water quality improvements, provide a measure of flood control and provide recreational benefits to the community.



ORDINANCE NO. 14-_____
AN ORDINANCE AMENDING THE ZONE CLASSIFICATION
FOR Lot 5A, Block 1, of Long Subdivision, a 69.655 acre
parcel of land, generally located at 1190 Shiloh Road

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

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC*, provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.
2. DESCRIPTION That Lot 5A, Block 1, of Long Subdivision, a 69.655 acre parcel of land, generally located at 1190 Shiloh Road is presently zoned **Agriculture –Open Space (A-1)** and is shown on the official zoning maps within these zones.
3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcel** is hereby changed from **Agriculture –Open Space (A-1) to Public (P)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Public (P)** as set out in the Billings, Montana City Code.
4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading September 22, 2014.

PASSED, ADOPTED AND APPROVED on second reading October 14, 2014.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin, City Clerk
Zone Change #923 – 1190 Shiloh Road

Regular City Council Meeting

Meeting Date: 09/22/2014

TITLE: Zone Change 924 Public Hearing and 1st reading

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

This is a zone change request from Residential 9,600 (R-96) to Residential Professional (RP) on Lot 4A1A of Blue Meadow Acreage Tracts (7th amended), a 1.09 acre parcel of land, generally located at 2526 Shiloh Road. The property is owned by BTS, Inc. and Sanderson Stewart is the agent. A pre-application meeting was held at 231 Main Street on December 19, 2013. The pre-application meeting notes are included as an attachment. The City Zoning Commission conducted a public hearing on September 2, 2014, and is forwarding a recommendation of approval and adoption of the findings of the 10 criteria for Zone Change 924 on a 4-1 vote.

ALTERNATIVES ANALYZED

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

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

FINANCIAL IMPACT

The assessed property value should increase when the property is developed under the new zoning. The city fees for the property will also increase under the new zoning.

BACKGROUND

The applicant is requesting to rezone a 1.09 acre parcel described as Lot 4A1A in Blue Meadow Acreage Tracts, 7th Amended, located on the west side of Shiloh Road just north of the intersection with Poly Drive. The property has been zoned as R-96 since it was annexed in 1985. The owner is proposing to construct an office for the owner – Classic Design Homes. Classic Design Homes is a local home builder in existence since 2004. The proposed zoning allows office uses and several service type businesses. The RP zoning does not allow retail uses or restaurants. Most businesses allowed in the RP zone are “9 to 5” type uses so little traffic after hours would be expected.

The lots surrounding this property are all zoned R-96 and many are developed for single family homes. The lots across Shiloh Road are zoned R-96 but a special review was approved several years ago for assisted living cottages. The cottages are part of the St. John’s Lutheran Retirement Community. Shiloh Road is a principal arterial street and carries about 8,500 vehicle trips per day in this area. The road was re-constructed and completely open from Rimrock to Interstate 90 in 2010. The traffic volume on this segment of Shiloh Road has remained consistent for over 10 years. The proposed zoning and use is not expected to have any impact

on the traffic volume on Shiloh Road. The West Billings Neighborhood Plan adopted a goal of retaining retail and commercial centers at the intersections of arterial streets and encouraging non-retail, office and multi-family uses along arterial streets between those intersections. The proposed zoning of RP is intended to accommodate limited commercial and professional offices as would be compatible with adjoining residential districts. The 2008 Growth Policy encourages more housing and business choices within each neighborhood while ensuring those land uses are compatible with existing neighborhoods. The property is located within an existing and developing residential area but has access to a busy arterial street. The property, if zoned RP, would have to comply with the development standards for the North Shiloh Corridor Overlay zone and Section 27-612(e) – the “Neighborhood Manners” section of the zoning regulations that addresses potential conflicts between residential uses and commercial uses. The most restrictive requirement would govern the site development for specific characteristics such as noise generation, solid waste storage, building design, landscaping and screening.

There is an existing drive approach on the property that provides garage access to the home at 2512 Shiloh Road. The access will be preserved through an existing easement on the subject property. A new drive approach could be granted for the proposed business office development. A drive approach for the development could occur at the time of the building permit application.

The RP zone requires a maximum building height of 34 feet and a front property line minimum setback of 20 feet. If the new building is over 30 feet in height, it must be setback from any residential property line a minimum of 30 feet (Section 27-612.e) and all outdoor lights must have full cutoff shielding. The RP zoning also requires a maximum lot coverage of 50% (foot print of any roofed structures). Single family dwellings are allowed in the RP zone, but not two-family or multi-family dwellings. Each dwelling unit must have at least 6,000 square feet of lot area.

The applicant conducted a pre-application neighborhood meeting on December 19, 2013. Seven surrounding property owners attended and concerns were voiced about pedestrian safety in the existing crosswalk and refuge island in Shiloh Road, and how the development may affect this concern. In addition, concern was expressed that an office use would devalue adjacent residential property. The residents stated their preference for a two-family development rather than an office building. A synopsis of the meeting and list of attendees is included as an attachment. No surrounding property owners contacted the Planning Division staff prior to the Zoning Commission public hearing.

The West Billings Neighborhood Plan adopted by the City in 2001 states the purpose of the plan is to guide the long-term growth of West Billings to ensure land is conserved and to avoid leapfrog development. A preferred land use map was developed locating and encouraging the development of neighborhood and community commercial centers at selected arterial street intersections. To support this “node” of commercial activity, non-retail businesses and higher density housing would be encouraged along these arterial streets between the commercial nodes. The proposed zoning meets these objectives of the West Billings Neighborhood Plan. The 2008 Growth Policy encourages the compatibility of adjacent zoning to new zoning especially in established neighborhoods. The proposed zoning is compatible with the adjacent zoning and existing land uses. In addition, the North Shiloh Corridor Overlay District and Section 27-612(e) of the zoning code requires additional screening and buffering of any new commercial uses from the directly adjacent residential neighborhoods.

The Planning Division reviewed the application and recommended approval based on the ten (10) criteria for zone changes. The Zoning Commission concurred with this recommendation.

The subject property is not located at the intersection of arterial streets but is proposed for a non-retail office use. The street carries a modicum of average daily traffic and the proposed use should not have an impact on the street carrying capacity. There are single family uses to the north, south and under construction to the west. The assisted living cottages east across Shiloh Road are more than 150 feet separated from this property and there should be no impact from the proposed RP zone and office building. The uses allowed within the RP zoning are compatible with the surrounding zoning and neighborhood character. Any development of the property requires compliance with the new zoning and the ability to meet site development requirements and traffic safety standards. The 2008 Growth Policy and the West Billings Neighborhood Plan encourage predictable land use decisions that are consistent with neighborhood character and land use patterns. The existing use and proposed zoning are consistent with this neighborhood and land use pattern.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on September 2, 2014, and received the staff recommendation and testimony from the applicant and agent. Lauren Waterton of Sanderston Stewart spoke as the agent for BTS, Inc. Ms. Waterton noted the proposed zone change will enable Classic Design Homes and Century 21 Real Estate to construct an office building on the property. She stated the applicant is aware there cannot be any storage of construction equipment or supplies on the site and the Shiloh Corridor Overlay district requirements for building design, landscaping, lighting and signage will apply to the property. Ms. Waterton noted the location of the pedestrian crosswalk on the north end of the property and the location of the current drive approach to the south end of the property. She noted that Shiloh Road has a median barrier at this location so all traffic must enter from the southbound side of Shiloh and exit in the same direction (right-in and right-out). She stated the proposed zoning and use of the property is in conformance with the 2008 Growth Policy and the West Billings Neighborhood Plan. In response to a question from the Commission, Ms. Waterton noted the owner intends to use the existing drive approach and not create a new drive opening on Shiloh Road.

Mark Dawson, owner of Classic Design Homes and Century 21 Real Estate, spoke in favor of the application. He stated their offices are now at 1605 Shiloh Road. He stated he has reached out to the Arrowhead School PTA and the crossing guard for ideas about how their development can enhance the safety of children crossing Shiloh Road at this location. He stated they will designate a parking spot in the parking lot for the crossing guard and construct, at their expense, a small warming shelter for children and the crossing guard. Mr. Dawson presented a concept site plan and rendering of the proposed new office building. In response to a question from the Commission, Mr. Dawson stated the 43 parking spaces shown on the concept plan are required by the city code based on the use and size of the new office building. In response to a question from the Commission, Mr. Dawson noted Century 21 Real Estate now has 45 agents and Classic Design Homes employees 6-7 people.

Mr. Doug Wyle, representing Classic Design Homes, testified in favor of the zone change. He stated there will be only 1 access from Shiloh Road and no access to the north, west or south adjacent properties. He stated the proposed zoning is appropriate given the nature and speed of the traffic on Shiloh Road. In response to a question from the Commission, Mr. Wyle noted a firm start date is not set for the project but it could start next spring.

The public hearing was closed. Commission member Mike Boyett made a motion to recommend approval and adoption of the findings of the 10 criteria for Zone Change 924. The motion was seconded by Dennis Ulvestad. Mr. Ulvestad noted the access to the property is appropriate in

relation to the cross walk to the north. He noted the development of the property should help slow traffic down for pedestrians and children using the cross walk. Commission Chairman Leonard Dailey, Jr. noted pedestrian safety is paramount at this location and hopes the development, including the donation of the parking spot and the warming shelter, will increase safety for the children. The Commission voted 4 in favor and 1 opposed to the motion. Commission member Barbara Hawkins cast the dissenting vote.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Prior to any decision on the zone change by the City Council, it shall consider the findings of the following 10 criteria:

1. Is the new zoning designed in accordance with the Growth Policy?

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

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

The proposed zoning would permit small office uses on the property adjacent to existing and developing residential areas. The arterial street, Shiloh Road, would allow any traffic to be accommodated. Section 27-612(e) of the zoning code requires special treatment of site development so conflicts are reduced or eliminated between businesses and residences. The proposed zoning is compatible with the existing uses.

- *More housing and business choices with each neighborhood. (Land Use Element Goal, page 6)*

The existing zoning is restricted to residential uses. The proposed zoning will allow office uses and limited service businesses. No retail businesses would be allowed.

2. Is the new zoning designed to secure from fire and other dangers?

The new zoning requires minimum setbacks, open and landscaped areas and building separations. The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers. The City Fire Department will ensure safe access to the site and provision for minimum fire flow to the new buildings.

3. Whether the new zoning will promote public health, public safety and general welfare?

Public health and public safety will be promoted by the proposed zoning. Development of the vacant property will be done in accordance with current site development regulations that provide more screening and buffering for adjacent residential uses. These new requirements were adopted in 2012. The North Shiloh Overlay District requires compatibility between structures and abundant landscaping. This will improve public health and safety and the general welfare of the adjacent neighbors.

4. Will the new zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?

Transportation: The proposed zoning should have a minimal impact on the surrounding streets.

Water and Sewer: The City will be able to provide sewer and water service to the property by extension of those utilities from Shiloh Road.

Schools and Parks: There should not be any impact to schools from the proposed zone change. However, any residential development in the future could affect the schools in the area.

Fire and Police: The subject property is currently served by the city Public Safety Services.

Commercial development of the site should not increase calls for service or change the nature of those calls for service.

5. Will the new zoning provide adequate light and air?

The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air.

6. Will the new zoning effect motorized and non-motorized transportation?

Traffic generation from a commercial property is dependent on the specific uses within the development. A development plan has not yet been finalized so prediction of traffic impacts is not possible with certainty at this time. In general, the proposed development of an office generates little additional daily traffic. The re-construction of Shiloh Road included a 10-foot wide multi-use path on the east side of the street and curb walk on the west side. Any new drive approach will interrupt the sidewalk. Careful placement of the new approach is required due to the proximity to a marked crosswalk on Shiloh Road.

7. Will the new zoning will promote compatible urban growth?

The new zoning does promote compatibility with urban growth. The proposed zoning will provide an area to locate offices and small service businesses in an area where none currently exist.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?

The proposed zoning does consider the character of the district and the suitability of the property for office and limited commercial uses. The level of existing traffic along with the number of existing and planned residential developments in the area makes the current zoning of R-96 not realistic for this vacant property.

9. Will the new zoning conserve the value of buildings?

The lot is currently vacant. Development of the site will add property value and may increase the adjacent property values. Surrounding buildings should be conserved when development occurs on the site by adding property value to the market.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?

The proposed zoning will permit a greater variety of uses on the property and is the most appropriate use of the property.

RECOMMENDATION

The Zoning Commission recommends approval and adoption of the findings of the 10 criteria for Zone Change 924 on a 4-1 vote.

APPROVED BY CITY ADMINISTRATOR

[Zoning Map](#)

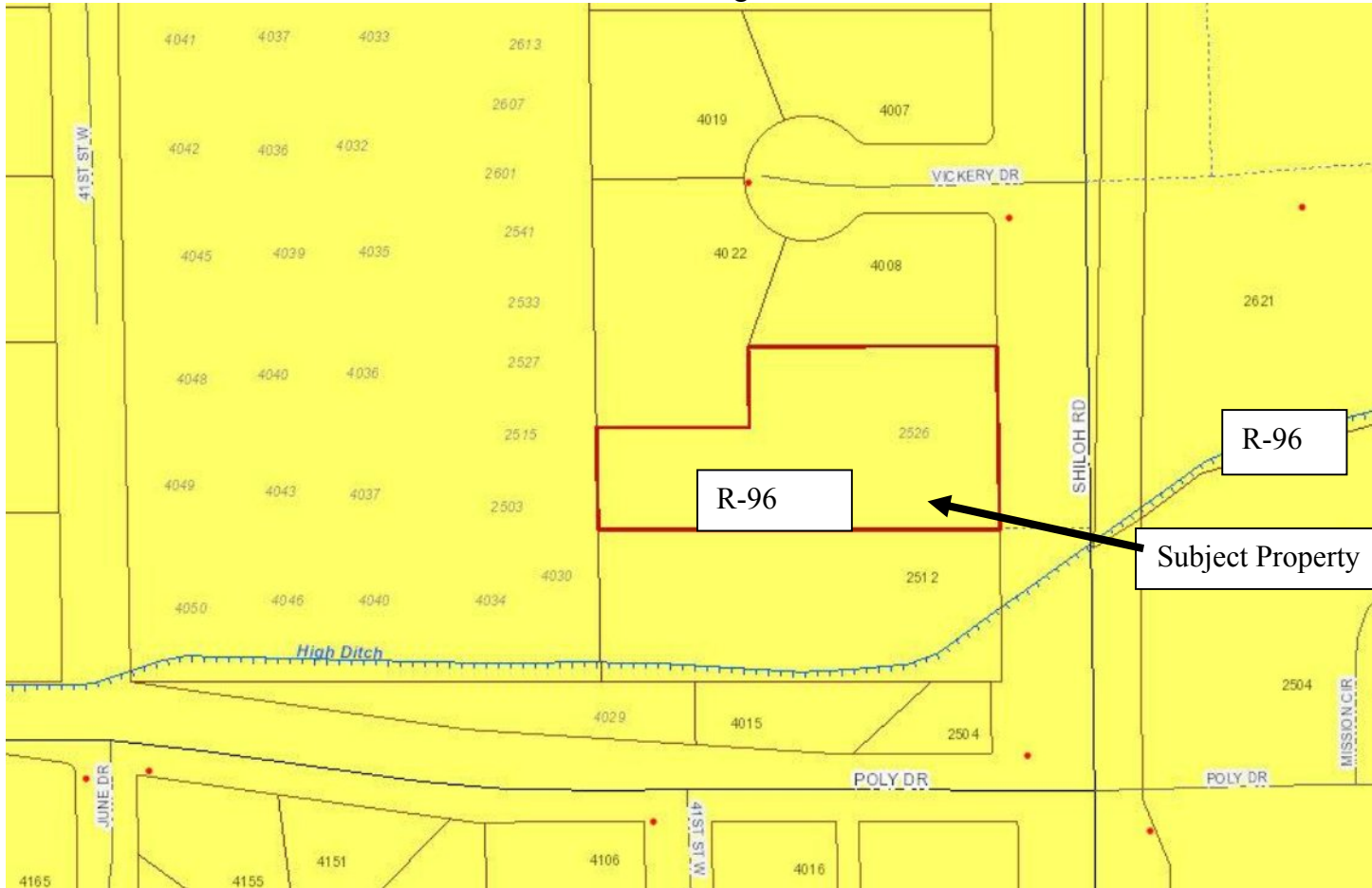
[Site photos](#)

[Applicant Ltr and pre-app meeting notes](#)

[Concept Plans](#)

[Ordinance](#)

**Attachment A: Surrounding Zoning
Zone Change #924 – 2526 Shiloh Road**



Attachment B
Site Photographs, Zone Change #924 – 2526 Shiloh Road



2526 Shiloh Road



Aerial Map

Attachment B, continued
Site Photographs, Zone Change #924 – 2526 Shiloh Road



View south along Shiloh Road



View north along Shiloh Road

Attachment B, continued
Site Photographs, Zone Change #924 – 2526 Shiloh Road



View northwest to adjacent residence on Vickery Drive



View north east across Shiloh Road – crosswalk

Attachment C
Applicant's Letter and Pre-application Meeting Notes

BLUE MEADOWS ACREAGE TRACT 4A-1A
ZONE CHANGE APPLICATION FROM R9600
TO RESIDENTIAL PROFESSIONAL

STATEMENT OF PROPOSAL

Classic Design Homes owns Tract 4A-1A of Blue Meadows Acreage Tract located on the west side of Shiloh Road, between Poly Drive and Rimrock Road. This property is just over one acre in size and is currently vacant.

Access to the site is directly from Shiloh Road. Surrounding uses include single family residential to the north, vacant property to the west, single family residential to the south and St John's Lutheran ministries, including assisted living facilities to the east. In this block of Shiloh Blvd, between Vickery Drive and Poly Drive, there is a median that separates the traffic lanes. Because of the median, the property can only be accessed with a right turn into the property from the southbound lane, and exit with a right turn lane, continuing southbound. Directly in front of this property is a crosswalk. Safety of pedestrians using the crosswalk is a key concern of the applicant. Further design of the site improvements will consider and not diminish safe pedestrian access.

The property owner would like to construct an office building for their business on this site. In order to do so, a zone change from R9600 to Residential Professional is requested. A proposed site plan is included with the application to demonstrate compliance with the Zone Change criteria. The development of the property will adhere to the Shiloh Corridor Overlay requirements for landscaping and lighting. This includes landscaping along Shiloh Boulevard to minimize visibility of the building and parking. Outdoor lighting will be minimal and adhere to the requirements of the Overlay District. This includes a maximum of 20 feet in height with a fully cutoff fixture. Additionally a screening fence will be placed along the north property to provide screening between properties.

RESPONSES TO APPLICATION QUESTIONS

1A. In what ways is your proposal consistent with the goals and policies of the adopted Growth Policy?

The primary goals and objective of the 2008 Growth Policy are divided into eight primary elements. The goals of the Land Use Element are described below.

Goal 1. Predictable land use decisions that are consistent with neighborhood character and land use patterns.

Shiloh Blvd. has seen a changing development pattern over the years. Recent improvements to the street have been coupled with commercial development along the corridor, particularly around key intersections of Shiloh and King and Shiloh and Grand. This section of Shiloh is less commercial intense, yet still has a variety of housing, offices, churches and an assisted living facility. The Residential Professional Zone District allows for uses

compatible with residential uses. Offices for construction businesses are permitted in the RP Zone District, however, storage of materials and equipment is not. The use of this site of a professional office is predictable along a Principal Arterial, such as Shiloh Blvd.

Goal 2. New developments that are sensitive to and compatible with the character of adjacent City Neighborhoods and County Townsites.

As Shiloh Blvd. and the west end of Billings grow and continue to develop, sensitivity to existing land uses and character of the neighborhoods is important. This zone change application allows for use of the property in a manner that is sensitive to the character of the area.

Goal 3. Growth management tools available to rural townsites.

Areas within the City limits should be evaluated and reviewed for development. This reduces sprawl into the County and places development where City services are available.

Goal 4. Contiguous development focused in and around existing population centers separated by open space.

Development along Shiloh Blvd. will continue. The improvements to the street, existing City services and amenities make places like Shiloh Blvd logical for development. This zone change to Residential Professional allows for the continued growth in a areas already designated for such a mix of uses.

Goal 6: More housing and business choices with each neighborhood.

The addition of businesses adjacent to existing residences can often be viewed as a negative. However, this goal acknowledges the benefits of a mix of development types and uses. Office use is not permitted in R9600. The zone change to RP district would allow the construction of an office building, thus increasing businesses in the neighborhood.

1B. Explain your need for the intended zone change and why the property cannot be used under the existing zoning. Explain how the new zoning will fit in with the existing zoning and land uses of the immediate area.

This property fronts Shiloh Blvd, a Principal Arterial. The existing zoning of R9600 is consistent with zoning of residential neighborhoods with residential or collector streets. The type of new residential consistent with R9600 zoning would not attract many buyers looking to that type of new residence. An office building is well suited for Shiloh Blvd, and the RP Zoning is intended to be compatible with residential uses. Buffer areas and fencing will be used to minimize impacts to residential uses to the north and south. The development of this property will adhere to the Shiloh Corridor Overlay District, which will ensure adequate landscaping, signage and minimal lighting, and will allow development to fit and create a consistent visual environment along Shiloh Blvd.

CLASSIC DESIGN HOMES
 TRACT 4A1, BLUE MEADOW ACREAGE TRACTS
 NEIGHBORHOOD ZONE CHANGE MEETING
 DECEMBER 19, 2013
 5:30 P.M. - CLASSIC DESIGN HOMES
 1605 SHILOH ROAD, BILLINGS

NAME	ADDRESS	PHONE	EMAIL
Dustin Cunningham	4019 Vickery Dr.	650-9221	hipro@msn.com
Shelley P. Huel	4008 Vickery Dr.	656-6225	
James R. Huel	4008 Vickery Dr.	656-6225	
CE Pat Cunningham	4019 Vickery Dr.	652-9221	
Mae Fogelson	1300 N. Trinstock Way	656-5255	
Dawn Trast	4351 Redwood Ln	655-5623	
Thomas McHenry (Sr. Jim)	3946 Kinross Rd	655-5788	
Steve Wilson	3208 Rusty Dr	658-9346	
Mark Hueston	1605 Shiloh Rd	591-0021	

MEETING MINUTES

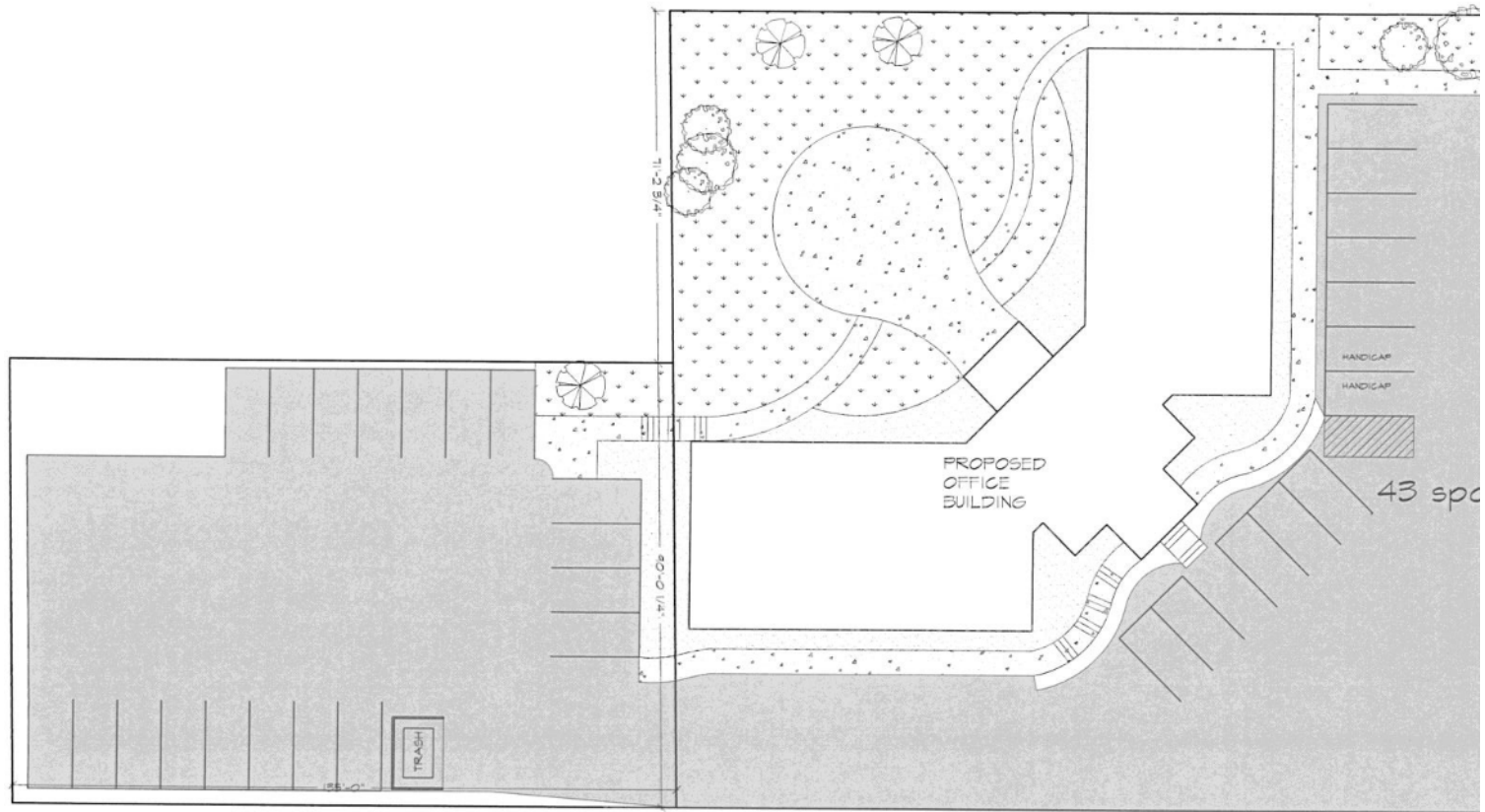
PROJECT: Blue Meadow Acreage Tracts, Tract 4A1 – Zone Change			
Project No: 11049.01			
Meeting Location: 1605 Shiloh Road, Billings, MT 59102		Meeting Date: 12/19/2013, 5:30 PM	
Meeting Subject: Neighborhood Meeting on Zone Change		Prepared by: Sanderson Stewart	
Attending:	(see attached sign-in sheet)		
Date of Issue: 12/20/2013			

Minutes:

- Mac Fogelsong introduced the zone change process, discuss the zoning commission meeting, and the City Council meeting
 - Mac Fogelsong discussed proposed zone change from R9600 to Residential Professional.
 - Discussed Classic Home Designs intent to construct an office for their business on the property.
 - Neighbors had concerns regarding crosswalk that is in front of this property and how cars turning into the site will affect that.
 - A gentleman asked what time the business opened. It opens as 8:30am
 - Someone asked if the business outgrows this locations, what will become of the building?
 - Someone asked about traffic and stated that 3 duplexes would be preferred, as an office will devalue the property.
 - Others agreed and felt residential duplexes were preferred to office.
 -
- End of Meeting 6:05 PM.

Attachment D – Concept Plans – Zone Change 924





ORDINANCE NO. 14-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR Lot 4A1A of Blue Meadow Acreage Tracts (7th amended), a 1.09 acre parcel of land, generally located at 2526 Shiloh Road

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

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.
2. DESCRIPTION That Lot 4A1A of Blue Meadow Acreage Tracts (7th amended), a 1.09 acre parcel of land, generally located at 2526 Shiloh Road is presently zoned **Residential 9,600 (R-96)** and is shown on the official zoning maps within these zones.
3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcel** is hereby changed from **Residential 9,600 (R-96)** to **Residential Professional (RP)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Residential Professional (RP)** as set out in the Billings, Montana City Code.
4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading September 22, 2014.

PASSED, ADOPTED AND APPROVED on second reading October 14, 2014.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin, City Clerk
Zone Change #924 – 2526 Shiloh Road

Regular City Council Meeting

Meeting Date: 09/22/2014

TITLE: Zone Change 925 - Public Hearing and 1st reading

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

This is a zone change request from Neighborhood Commercial (NC) to Community Commercial (CC) on Lot 2, Block 1 MK Subdivision generally located at 1450 Chy Way northwest of the intersection of Grand Avenue and 54th Street West. The property is owned by Larry and Mary Karls. A pre-application meeting was held at the subject property on July 14, 2014. The pre-application meeting notes are included as an attachment. The Zoning Commission conducted a public hearing on September 2, 2014, and is forwarding a recommendation of approval and adoption of the findings of the 10 criteria on a 5-0 vote.

ALTERNATIVES ANALYZED

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

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

FINANCIAL IMPACT

If the property is developed the property tax base will increase. The new zoning will increase the city fee assessments for this parcel.

BACKGROUND

The applicant is requesting to rezone a 2.11 acre parcel described as Lot 2, Block 1, MK Subdivision, located north of Grand Avenue and west of 54th Street West. The property has been zoned NC since its annexation to the city in 2007. The owner has no buyers or development plans at this time but wants to increase the market potential for the property. The proposed zoning is identical to the zoning of Lot 1 to the east, a 2.15 acre parcel on the northwest corner of Grand Avenue and 54th Street West. Uses allowed in the CC zone include retail businesses, service businesses, restaurants, gas stations and convenience stores, veterinary hospitals, and general contractors with storage yards.

The lot to the west is zoned NC and is undeveloped. Property to the south is zoned A-1 in the County and is used primarily for agricultural. The property to the east across 54th street west is zoned CC and undeveloped. Property to the north is zoned NC and R-70. The R-70 zone is the Cottonwood Grove Subdivision. Cottonwood Grove consists of 156 single family homes. Grand Avenue is a principal arterial street and has a posted speed limit of 50 mph past the intersection with 54th Street West. The average daily traffic at this location is approximately 3,500 vehicle trips per day. 54th Street West is a minor arterial street and carries about the same amount of

traffic as Grand Avenue at this location. 54th Street West has a posted speed limit of 55 mph north of Grand Avenue. The intersection is now a stop sign controlled intersection for 54th Street West. 54th Street West does not continue south of Grand Avenue. Vehicles traveling further south either turn left to connect with 48th Street West or right to connect with 56th Street West. Fire Station #7 is located on the east side of 54th Street West just north of the Grand Avenue intersection. Additional development in the area combined with commercial development at the intersection will trigger a review of the traffic control at this intersection. The 2008 Growth Policy encourages the location of commercial uses at intersections of arterial streets to avoid “stripping” commercial zones narrowly along arterial streets. The practice of commercial strip zoning is evident in the traffic congestion and accessibility problems along Main Street, Grand Avenue, and 24th Street West. The 2001 West Billings Neighborhood Plan supports location of a commercial node at this intersection. The primary difference between a CC zone and the NC zone is the allowance of on-premise service of alcohol (liquor license) either by right or by special review. Another difference is the NC limits most retail spaces (per tenant) to 10,000 square feet and there is no limit in the CC zoning district. The CC zone also allows personal storage warehousing and NC does not allow this use.

The property is located near an intersection but only has direct access from the internal streets, Chy Way and Payton Drive. No drive approaches will be allowed directly from Grand Avenue or 54th Street West for this property and the subdivision it is located in. There are 3 lots zoned NC to the north that are adjacent to the Cottonwood Grove Subdivision. The CC zone requires a maximum building height of 45 feet and a front property line minimum setback of 20 feet. A new section of the zoning code – 27-612(e) - requires any new commercial development adjacent to a residential zone to provide additional screening and buffering to those residential zones including limiting outdoor lighting, signage, waste collection areas and screening of mechanical equipment. These requirements will not apply to development on this property since it is more than 50 feet from a residential zone. The CC zone could allow the addition of a restaurant with alcoholic beverage service with special review approval. The proposed CC zone also allows residential use mixed with commercial uses. The residential uses would require the same setbacks, lot area and lot coverage as the RMF-R zone.

The applicant conducted a pre-application neighborhood meeting on July 14, 2014. Six surrounding property owners attended and a neighbor across Grand Avenue was opposed to any further development in the area including residential and commercial. One interested person suggested a private covenant be adopted to limit the development of bars and casinos since those would normally be allowed in the CC zone. A synopsis of the meeting and list of attendees is included as an attachment. No surrounding property owners contacted the Planning Division staff prior to the Zoning Commission public hearing.

The West Billings Neighborhood Plan adopted by the City in 2001 states the purpose of the plan is to guide the long-term growth of West Billings by preventing sprawl development, concentrating commercial development at arterial intersections and allowing preservation of open spaces and farm land through cluster subdivisions. A preferred land use map was developed locating and encouraging the development of neighborhood service commercial centers, community commercial areas and regional commercial areas. The intersection of 54th Street West and Grand Avenue was designated as a community scale commercial area. The community scale commercial area is approximately 28 to 40 acres in area with a mixture of commercial zoning to allow a variety of commercial uses. The property on the east side of 54th Street West at Grand Avenue has 8.2 acres of CC zoning. This subdivision is approximately 11.5 acres in total lot area with 2.15 acres currently zoned CC and the remaining acres zoned NC. The addition of this lot as a CC zone is in conformance with the West Billings Neighborhood

Plan goals and policies. The 2008 Growth Policy encourages the compatibility of adjacent zoning to new zoning especially in established neighborhoods. The proposed zoning is compatible with the adjacent zoning and existing land uses.

The Planning Division reviewed the application and recommended approval based on the ten (10) criteria for zone changes. The Zoning Commission concurred with this recommendation. The subject property is located near the intersection of arterial streets and is in an area identified in the West Billings Plan as a commercial node. Grand Avenue and 54th Street West are protected from additional drive approaches through the MK subdivision that only allows internal street access for new development. Grand Avenue has exhibited increasing traffic as new subdivisions are developed in the area. A new middle school is planned for a property at the intersection of Grand Avenue and 56th Street West. Any new development will likely require an update of the traffic impact analysis for the intersection of 54th Street West and Grand Avenue. In the future, additional traffic control may be necessary at this intersection. Some uses in the CC zone would only be allowed by special review approval such as on-premise service of alcoholic beverages with gaming. Any development of the property requires compliance with the new zoning and the ability to meet site development requirements and traffic safety standards. The 2008 Growth Policy and the West Billings Neighborhood Plan encourage predictable land use decisions that are consistent with neighborhood character and land use patterns. The existing use and proposed zoning are consistent with this neighborhood and land use pattern.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on September 2, 2014, and received the staff recommendation and testimony from the applicant. No other testimony was received. Mary Karls, owner and applicant, testified in favor of the zone change. She stated they have owned the property since 2007 and have been actively marketing the lot in recent years. She stated the reason for the zone change is to open the market wider for potential buyers. She stated having the CC zone in place is a benefit since the buyer would not have to carry the burden of re-zoning if necessary. She stated the 1 surrounding owner in opposition that attended to pre-application meeting did not agree with any of the new development in the area and wanted the property to remain agricultural. Mrs. Karls stated they might consider protective covenants for the property to restrict certain uses on the property.

Larry Karls, owner and applicant, testified in favor of the zone change. He stated the only activity on the property so far has been his twice-per-year mowing. He thought the property would make a nice location for a convenience grocery store and gas station. He stated he personally does not want the property to have a casino or a bar and would seriously consider a covenant to restrict those uses. He stated the area has developed quite rapidly in the last few years and this would be a good location for services for the neighborhood.

The public hearing was closed. Barbara Hawkins made a motion to recommend approval and adoption of the findings of the 10 criteria. The motion was seconded by Dan Wagner. Dennis Ulvestad stated he agreed with the applicant the area is in need of services and this would make a good location. The motion was approved by a 5-0 vote.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Prior to any decision on the zone change by the City Council, it shall consider the findings of the following 10 criteria:

1. *Is the new zoning designed in accordance with the Growth Policy?*

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

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

The proposed zoning would permit more land uses than currently allowed by the NC zoning and this is consistent with the neighborhood character and the planned development of the area at the intersection of Grand Avenue and 54th Street West.

2. *Is the new zoning designed to secure from fire and other dangers?*

The new zoning requires minimum setbacks, open and landscaped areas, and building separations. The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers. The City Fire Department will ensure safe access to the site and provision for minimum fire flow to new buildings.

3. *Whether the new zoning will promote public health, public safety and general welfare?*

Public health and public safety will be promoted by the proposed zoning. Development of the vacant property will be done in accordance with current site development regulations.

4. *Will the new zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?*

Transportation: The proposed zoning may have some impact on the surrounding streets, and a traffic impact study may be required depending on the development that is built on the property in the future. New development that generates 500+ new vehicle trips per day will require a Traffic Accessibility Study (TAS).

Water and Sewer: The City will be able to provide sewer and water to the property by extension of those utilities from Payton Drive and Chy Way.

Schools and Parks: There should not be any impact to schools from the proposed zone change. However, any residential development in the future could affect the schools in the area.

Fire and Police: The subject property is currently served by the city Public Safety Services.

Commercial development of the site may increase calls for service and change the nature of those calls for service.

5. *Will the new zoning provide adequate light and air?*

The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air.

6. *Will the new zoning effect motorized and non-motorized transportation?*

Traffic generation from a commercial property is dependent on the specific uses within the development. A development plan has not yet been finalized so prediction of traffic impacts is not possible with certainty at this time. In general, retail businesses will generate larger volumes than service businesses. Sidewalks within the subdivision have not yet been installed. 54th Street West and Grand Avenue also do not have sidewalks or trails developed adjacent to this property. Both streets are designated for on-street bike routes without designated bike lanes.

7. *Will the new zoning will promote compatible urban growth?*

The new zoning does promote compatibility with urban growth. The proposed zoning will provide an area to locate retail and service businesses in an area where none currently exist.

8. *Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?*

The proposed zoning does consider the character of the district and the suitability of the property for commercial uses including neighborhood and commuter service businesses. The level of existing traffic along with the number of existing and planned residential developments in the area will likely support the types of businesses likely to locate here.

9. *Will the new zoning conserve the value of buildings?*

The lot is currently vacant. Development of the site will add property value and may increase the adjacent property values. Surrounding buildings should be conserved when development occurs on the site by adding property value to the market.

10. *Will the new zoning encourage the most appropriate use of land throughout the City of Billings?*

The proposed zoning will permit a greater variety of uses on the property and is the most appropriate use of the property.

RECOMMENDATION

The Zoning Commission recommends approval and adoption of the findings of the 10 criteria for Zone Change 925 on a 5-0 vote.

APPROVED BY CITY ADMINISTRATOR

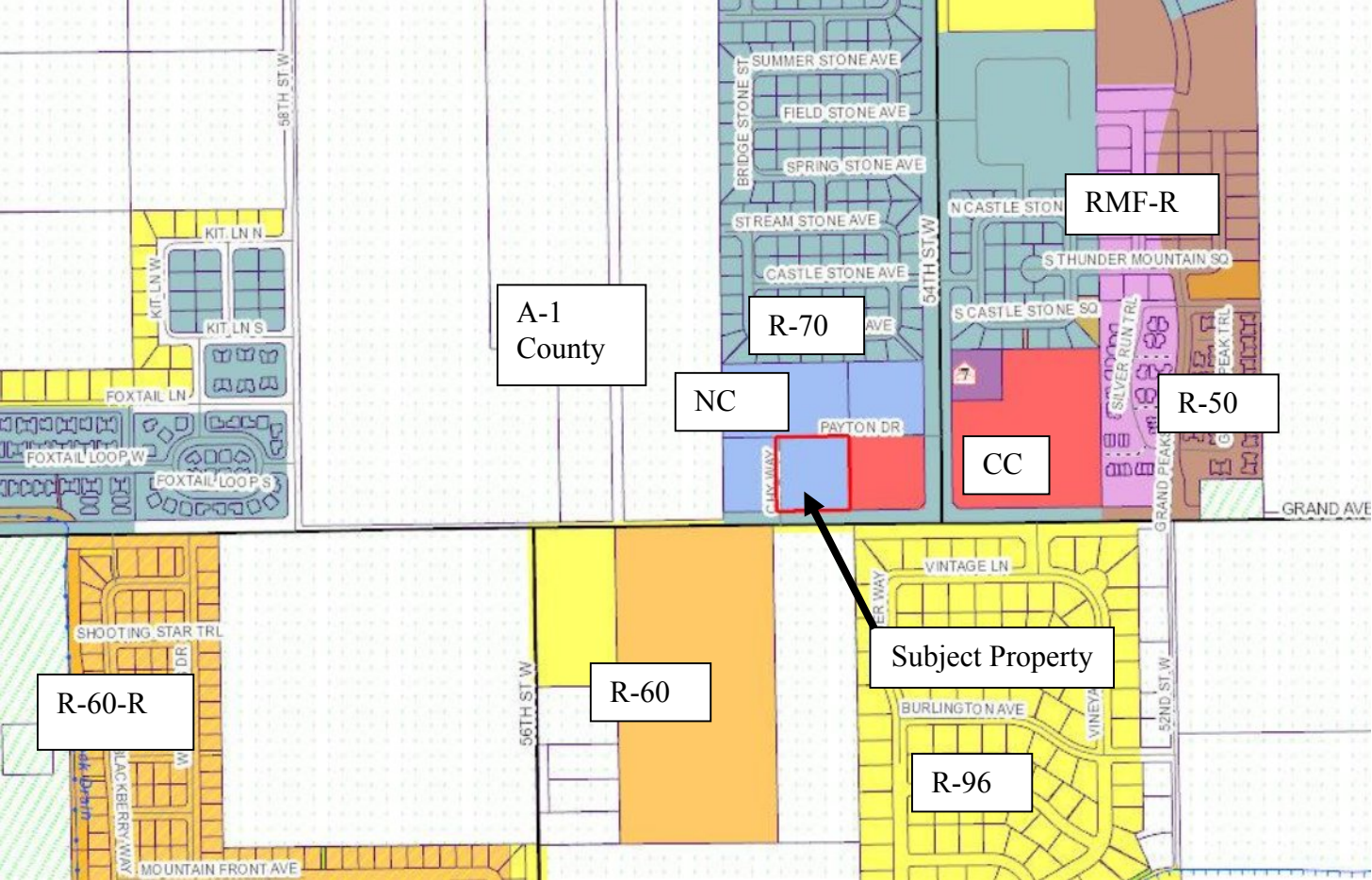
Zoning Map

Site Photos

Applicant Ltr and pre-app meeting notes

Ordinance

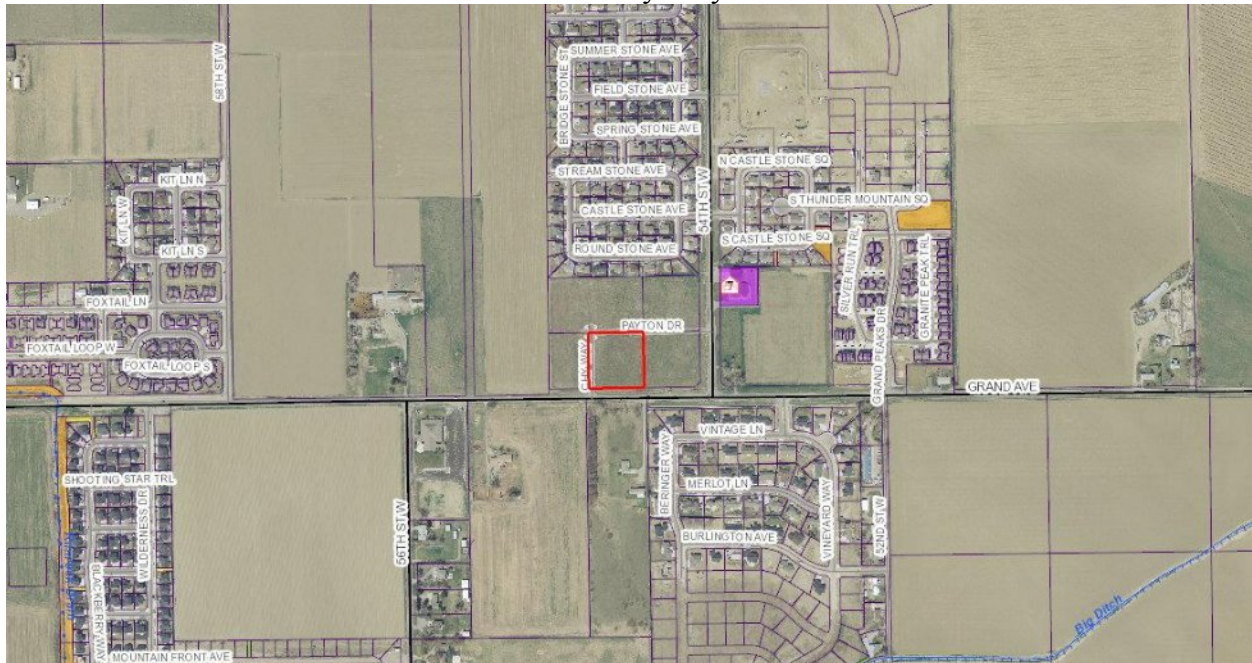
Attachment A: Surrounding Zoning
Zone Change #925 – 1450 Chy Way



Attachment B
Site Photographs, Zone Change #925 – 1450 Chy Way



1450 Chy Way



Aerial Map

Attachment B, continued
Site Photographs, Zone Change #925 – 1450 Chy Way



View north and east across 54th Street West



View east to intersection of 54th St West and Grand Avenue

Attachment B, continued
Site Photographs, Zone Change #925 – 1450 Chy Way



View south west across Grand Avenue



View west along Grand Avenue

Attachment C
Applicant's Letter and Pre-application Meeting Notes

ZONE CHANGE APPLICATION

1. a We are proposing to change the zoning of our lot, from Neighborhood Commercial to Community Commercial. We believe this is consistent with the goals and policies of the adopted Growth Policy. One of the goals is that new developments need to be sensitive and compatible with the character of adjacent City neighborhoods. With the residential neighborhoods in this area and more homes, new subdivisions and a school being built, we see in the very near future businesses, such as gas stations, convenience stores, etc. opening that will benefit the people that live in these neighborhoods.

This change will also meet the Economic and Development goal of having attractive and accessible communities. This land is currently vacant land that needs to be mowed twice a year so that the weeds stay under control. If development began to support the neighborhoods, it would also clean up the area, and encourage further development in adjacent properties.

- b The lot we own has been available for Neighborhood Commercial development since we purchased it in 2007. The lot that connects to ours is already zoned Community Commercial, and we believe that it will be more attractive and marketable to developers if our lot was also zoned as Community Commercial, especially if a larger area was required. By having it already zoned as Community Commercial, it would eliminate delay or concern if a change would be allowed.

PRE-APPLICATION NEIGHBORHOOD MEETING
ROSTER OF ATTENDEES

1. Zed P. Godwin
2. Gaius Ward Marla Ward
3. Da & Donna Flay
4. Bill Cole
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____

PRE-APPLICATION STATEMENT

The required pre-application neighborhood meeting was held on July 14, 2014 at 6:00 pm. Mary Karls led the meeting; six people attended. A roster is enclosed with this statement. The final name listed is Bill Cole. Mr. Cole was not a neighbor within 300' of the property, but seen people gathered and stayed. Mr. Cole stated that he was a resident of Yellowstone Country Club.

Concern was voiced as to what type of business was going in and what was allowed in Neighborhood vs. Community Commercial. Dan Fleury actually had obtained a copy of the Unified Zoning Code, and he stated a few of the differences. Mr. Cole stated that he is an attorney, and elaborated further.

Janice and Marla Ward have owned 10 acres of land across Grand Ave., and expressed their concern over any business going in. They stated that they were against other residential subdivisions that are already established, and against future residential subdivisions along with the school that are being planned in the area.

Ted Godwin was very much for any change that would start development of the land. Most were concerned as to what was being planned. Mary Karls informed all that at the present time, no one had come to them wanting to purchase the land; the reason for the zone change was to be pro-active for any developer who might be interested. She further stated that since her and her husband have purchased the land, the only activity done has been her husband mowing the weeds.

The idea was voiced by Mr. Cole of creating a covenant on the land to eliminate certain types of businesses from purchasing the land, such as casinos and bars, even though they would normally be allowed on Community Commercial. The problems of this were also shown – first the expense, and then who would enforce it in the future. Since a future school is being planned, Mary Karls asked Mr. Cole if he knew what the

restrictions were for a business that served alcohol in a school zone. He thought it was that the business would have to be greater than 1000 feet from the school. Mary said she would check into this.

The meeting lasted approximately 45 minutes.

ORDINANCE NO. 14-_____
AN ORDINANCE AMENDING THE ZONE CLASSIFICATION
FOR Lot 2, Block 1 MK Subdivision, a 2.1134 acre parcel of
land, generally located at 1450 Chy Way

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

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC*, provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.
2. DESCRIPTION That Lot 2, Block 1 MK Subdivision, a 2.1134 acre parcel of land, generally located at 1450 Chy Way is presently zoned **Neighborhood Commercial (NC)** and is shown on the official zoning maps within these zones.
3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcel** is hereby changed from **Neighborhood Commercial (NC) to Community Commercial (CC)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Community Commercial (CC)** as set out in the Billings, Montana City Code.
4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading September 22, 2014.

PASSED, ADOPTED AND APPROVED on second reading October 14, 2014.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin, City Clerk
Zone Change #925 – 1450 Chy Way