

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

October 14, 2014

6:30 P.M.

CALL TO ORDER: Mayor Hanel

PLEDGE OF ALLEGIANCE: Mayor Hanel

INVOCATION: Councilmember Cimmino

ROLL CALL: Councilmembers present on roll call were:

MINUTES:

- September 8, 2014
- September 22, 2014

COURTESIES:

PROCLAMATIONS:

ADMINISTRATOR REPORTS - TINA VOLEK

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

1. **CONSENT AGENDA** -- Separations:

A. **Bid Awards:**

1. **Airport Operations Emergency Generator.** (Opened 9/30/2014) Recommend Ace Electric; \$256,000.
 2. **2014 Articulated Tandem Roller for Street/Traffic Division.** (Opened 9/16/2014)(Delayed from 9/22/2014) Recommend Modern Machinery; \$64,400.
 3. **Two MET Transit Buses.** (Opened 9/30/2014) Recommend Davey Coach; \$431,108.
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- B. **Compensation Agreement** with School District #2 for 50% of street and storm drain improvements on Barrett Road for construction of new Heights Middle School; City's estimated portion - \$294,280.83.
 - C. **Transportation Alternative Project Agreement** with Montana Department of Transportation for project scope, funding, and federal aid compliance for Broadwater Avenue Path.
 - D. **Contract for Professional Services** with DOWL HKM for design and construction administration of W.O. 15-06, Poly Drive - 32nd Street West to 38th Street West; \$271,460.
 - E. **Contract for Professional Services** with DOWL HKM for design and construction administration of W.O. 15-01, Schedule 1, 2015 Water and Sanitary Sewer Main Replacement Projects (Will James Middle School Area); not to exceed \$742,630.
 - F. **Contract for Professional Services** with Morrison-Maierle, Inc. for design and construction administration of W.O. 15-01, Schedule 2, 2015 Water and Sanitary Sewer Main Replacement Projects (alley between Avenues D and E from 17th to 21st Streets West; and area bounded by the BBWA to the north, 6th Ave. N. to the south, N. 24th St. to the west and N. 12th St. to the east); not to exceed \$700,240.
 - G. **Approval** of Scheduled Airline Operating Permit with Mesa Airlines, Inc.
 - H. **Amendment** to Special Improvements Agreement for Popelka Commerce Center Subdivision, 2nd Filing.
 - I. **Amendment #2, Airport Restaurant/Lounge Concession Agreement** with Air Host Billings, Inc. extending term of Agreement to January 31, 2016.
 - J. **Acknowledge receipt of petition to vacate** a slope easement along Lot 21-A-2, Block 39, Lake Hills Subdivision, 12th Filing; Clint Kegal, owner and petitioner; and set a public hearing date of November 10, 2014.

- K. Confirmation of Probationary Police Officers** - Tyler Bishop, Kodi Kaiser, Jack Brundell, Eric Schnelbach, Brian Weaver and Todd Clyatt.
- L. Right-of-Way Easements for W.O. 13-15, Calhoun Road Improvements** with Russell and Nicole Anderson, Richard and Debra Lynn Braaten, Shanna Frederickson and Thomas Hopkins, Jr., Billy and Linda Holloway, Gerald and Kathleen LaFountain, John Martin, Sarah Florence Moore, Greg and Becky Pekovich, Michael G. Sr. Rhodes, Kendra Waters, Vernon and Debra Welch, and Peggy Jo and Heather D. Rollins.
- M. Grant Application Request** to submit 2014 Internet Crimes Against Children (ICAC) operational continuation application for \$254,693 and accept award.
- N. Approval and commitment** of funding from the Home Reinvestment Revolving Loan Program and funding from the FY13-14 CDBG First-Time Home Buyer Program to the Foreclosure Acquisition/Rehabilitation Program.
- O. Resolution** allocating \$2,000 of Council Contingency Funds for the North Elevation Residential Historic District.
- P. Second/Final 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. Approval of the zone change and adoption of the determination of the 10 criteria.
- Q. Second/Final 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. Approval of the zone change and adoption of the determinations of the 10 criteria.
- R. Second/Final Reading Ordinance for Zone Change #925:** A zone change from Neighborhood Commercial to Community Commercial on Lot 2, Block 1, MK Subdivision, generally located at 1450 Chy Way northwest of the intersection of Grand Avenue and 54th Street West. Larry and Mary Karls, owners. Approval of the zone change and adoption of the determinations of the 10 criteria.
- S. Preliminary Subsequent Minor Plat** of Amended Lot 1C-2, Block 1, Circle Fifty Subdivision, generally located on the south side of Avenue B just east of Shiloh Road. Mountain Development Co., owner; Sanderson Stewart, agent; conditional approval and adoption of the Findings of Fact.
- T. Final Plat** of Bitterroot Heights Subdivision, 2nd Filing.
- U. Bills and Payroll:**

1. September 8, 2014
2. September 15, 2014

REGULAR AGENDA:

2. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward V to include recently-annexed property in Annexation #14-03: A parcel totaling approximately 69 acres located on the west side of Shiloh Road at the northwest corner of the intersection of Shiloh Crossing Boulevard and South Shiloh Road. City of Billings, owner. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

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

COUNCIL INITIATIVES

ADJOURN

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

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

Regular City Council Meeting

Meeting Date: 10/14/2014

TITLE: Bid Award to Replace the Airport Operations Emergency Generator

PRESENTED BY: Tom Binford, Director of Aviation & Transit

Department: Airport

PROBLEM/ISSUE STATEMENT

Included in the Airport's Capital Improvement Program is a project to replace the Airport Operations Center Emergency Generator. This project will remove and replace a 22-year-old 200 KVA (1,000 Volt Amp) emergency generator that will need some major repairs in the near future to remain operational and dependable. Additionally, this existing generator only provides enough power to operate the emergency systems at the Operations Center, which is okay for short outages, but when an extended outage takes place the majority of the building is without power. This is a real issue in the two additions that are not wired to the emergency circuit. This existing generator will be replaced with a new 300 KVA generator that has been sized to meet the current and anticipated future electrical loads for the entire building. This project was advertised in the *Billings Times* on September 4, 11, and 18 and was posted on the City's Web site. On September 30, 2014 the following bids were received:

CONTRACTOR	BID
Ace Electric	\$256,000
Yellowstone Electric	\$258,858
Taylor Electric	\$324,958
CEI	\$451,500

ALTERNATIVES ANALYZED

The City Council may:

- Approve the bid award for the New Emergency Generator for the Operations Building at Billings Logan International Airport; or
- Decline to approve the bid award, reject all bids, and provide staff direction on how to proceed.

FINANCIAL IMPACT

The total cost of the project is \$256,000 and will be funded through the Airport's Passenger Facility Charge (PFC) program.

RECOMMENDATION

Staff recommends that the City Council award the project to replace the Airport Operations Center Emergency Generator to the low bidder, Ace Electric, for the amount of \$256,000.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 10/14/2014
TITLE: Bid Award - 2014 Articulated Tandem Roller
PRESENTED BY: David Mumford, Public Works Director
Department: Public Works

PROBLEM/ISSUE STATEMENT

Three bids were received by the Street/Traffic Division for the Public Works Department on September 16, 2014 to purchase a 2014 Articulated Tandem Roller. At their September 22, 2014, meeting, City Council delayed award until October 14, 2014. This roller is used for compacting asphalt patches and repairs on City streets. This purchase will replace an existing roller and is included in the FY 2015 Equipment Replacement Plan (ERP). The existing roller will be traded to the company providing the new roller.

ALTERNATIVES ANALYZED

City Council may:

- Approve the award of the 2014 Articulated Tandem Roller: or
- Not approve the award of the 2014 Articulated Tandem Roller. If the award is not approved the existing roller that is 17 years old will continue to be used and it is reaching the end of its useful life.

FINANCIAL IMPACT

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

Vendor	Amount	Trade In	Total Bid
Modern Machinery	\$64,400.00	\$6000.00	\$58,400.00
Titan Machinery	\$41,039.00	\$6765.00	Does Not Meet Spec *
Tractor & Equipment	\$51,975.00	\$5000.00	Does Not Meet Spec *

*The bids for these two rollers do not meet the oscillating specification required in the bid document. An oscillating asphalt roller will compact asphalt in a back and forth motion (much like rolling bread dough), while a vibratory roller compacts in a hammering up/down motion. The oscillating feature on an asphalt roller minimizes the vibration forces transferred to adjacent existing street surfaces when new asphalt patches are installed. The asphalt patches performed by the Street/Traffic Division are typically smaller and are located adjacent to and may be surrounded by existing infrastructure that includes asphalt, curb and gutter, and sidewalks. Minimizing vibration forces result in less fracturing and damage to the existing infrastructure.

RECOMMENDATION

Staff recommends awarding the bid for the purchase of a 2014 Articulated Oscillating tandem Roller in the amount of \$64,400 to Modern Machinery. Staff also recommends trading the existing unit #1200 for \$6,000. Total bid amount less trade is \$58,400.00.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 10/14/2014

TITLE: Bid Award - MET Transit Division Purchase of Two Transit Buses

PRESENTED BY: Tom Binford, Director of Aviation & Transit

Department: Transit

PROBLEM/ISSUE STATEMENT

MET Transit is planning to replace two 2002 Nova buses. These buses are eligible for replacement under both Federal Transit Administration (FTA) Regulations and the City of Billings Equipment Replacement Program. These buses have incurred larger than normal maintenance costs and have met their useful life of twelve years. The new buses will meet the Clean Air Act Standards (CAA) and the Americans with Disabilities Act (ADA) requirements. This replacement will maintain the integrity of the MET fleet. Bids were received on Tuesday, September 30, 2014.

ALTERNATIVES ANALYZED

City Council may:

- Approve the purchase of two Transit buses to be used on MET Transit's Fixed Routes; or
- Disapprove the purchase of the two Transit buses.

FINANCIAL IMPACT

MET Transit received two bids for the new buses. One bid did not meet specifications in a number of critical areas. The second bid did meet all specifications at a price of \$215,554 per bus for a total of \$431,108. These buses will be purchased through the FTA Section 5339 Grant program. FTA supplies 85% (\$366,441.80) of the purchase price and the Local match is 15% (\$64,666.20), which is budgeted in MET's Capital fund.

RECOMMENDATION

Staff recommends that City Council approve the bid from Davey Coach for the purchase of two 31 foot Low Floor Diesel Transit Buses to be used on MET Transit's fixed routes at a price of \$431,108.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 10/14/2014

TITLE: Compensation Agreement for P-686, Barrett Road

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

With the construction of the new middle school in the Heights, the construction of Barrett Road fronting the school property is necessary. This includes the construction of water, storm drain, street, curb and gutter, and sidewalk improvements. The School District is responsible for 100% of the cost of the water main and 50% of the cost of the street and storm drain improvements. Typically the property owners on the other side of the street are responsible for the other half of the improvements. In this case, none of the property owners are addressed off of Barrett Road. In this case, the City typically pays the cost of the improvements for non-addressed property owners. \$350,000 in Gas Tax was budgeted in FY '15 and approved in the CIP for these improvements. The School District will pay 100% of the costs and the City will reimburse the School District for their costs. Attached is a compensation agreement for these costs. The City's portion of the project is estimated to be \$294,280.83.

ALTERNATIVES ANALYZED

The Council may:

- Accept the compensation agreement which would be in keeping with typical policy and the approved CIP; or
- Not accept the compensation agreement which will adversely affect this project.

FINANCIAL IMPACT

Based on the lowest bid price for the installation of the improvements, it has been determined that the eligible cost recovery by the School District is \$294,280.83. The timing of the City's participation in the project cost is determined in conformance with the budget approved by City Council.

RECOMMENDATION

Staff recommends that the Council authorize the Mayor to execute the attached compensation agreement.

APPROVED BY CITY ADMINISTRATOR

Compensation Agreement

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

COMPENSATION AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2014 between THE CITY OF BILLINGS, Billings, Montana, hereinafter referred to as the "CITY", and SCHOOL DISTRICT NO. 2 of Facility Services, 101 10th Street West, Billings, Montana, 59102, hereinafter referred to as "DEVELOPER".

WITNESSETH

WHEREAS, no person, developer, customer or applicant shall acquire any vested rights under the terms and provisions of this agreement; and

WHEREAS, DEVELOPER has agreed to extend street and storm drain facilities for the purpose of providing service through plans and specifications approved by the City on the _____ day of _____, 2014. Said plans and specifications generally provide for the construction of street and storm drain facilities which are specifically described in Exhibit 1, attached hereto; and

WHEREAS, DEVELOPER is desirous of obtaining compensation for a half of the construction/widening of Barrett Road and storm drain facilities fronting the new Heights Middle School including the private contract fee, engineering design fees, and construction administration services fees hereafter described; and

WHEREAS, the CITY is desirous of compensating the DEVELOPER for a portion of such street and storm drain facilities, private contract fee, engineering design fees, and construction administration services fees.

NOW, THEREFORE, CITY and DEVELOPER, in consideration of their mutual promises to each other hereinafter stated, agree as follows:

1. The street and/or storm drain facilities, private contract fee, engineering design fees, and construction administration services fees which are eligible for compensation to the extent set forth in this Agreement are specifically described in Exhibit 1, attached hereto, and by this reference incorporated herein as if fully set out.

2. With respect to DEVELOPER'S entitlement to compensation, the CITY and DEVELOPER agree that the conditions set forth hereinafter, must be met before DEVELOPER is entitled to or will receive any compensation. Said conditions are:

- (a) The extent, timing, and manner of the CITY'S participation in a street and storm drain construction must be in compliance with city, state and federal laws, rules, and regulations. Necessary funds must be included in the current, approved Capital Improvements Projects (CIP) budget in order to be eligible for compensation back to the DEVELOPER. The DEVELOPER may choose to proceed with an construction project without waiting for funds to be made available in the CIP budget; in this case, the DEVELOPER is responsible for paying the entire cost of the construction. Construction not eligible for

compensation according to these CITY policies and practices must be constructed by the DEVELOPER at his expense.

- (b) DEVELOPER shall provide to the CITY sufficient verifiable cost data to determine the appropriate amount of compensation within thirty (30) days of final inspection of the street and/or storm drain facilities and approval and acceptance by the CITY that all construction was completed according to the approved plans and specifications.
- (c) DEVELOPER shall enter into a compensation agreement with the CITY at the time the CITY approves the DEVELOPER'S application for construction of street and/or storm drain facilities or, in the case of a replacement project, prior to submittal of preliminary plans and specifications by the DEVELOPER.
- (d) Upon completion of the construction of street and/or storm drain facilities, the DEVELOPER must convey all right, title and interest in the facilities to the CITY.
- (e) DEVELOPER shall, at all times, provide to the CITY a current address for purposes of mailing compensation to DEVELOPER.
- (f) Construction of street and/or storm drain facilities must be done in compliance with all rules, regulations, resolutions and ordinances of the CITY, including but not limited to standards for design and construction of the facilities, competitive bidding and contract requirements for cities, prevailing wage rates, non-discrimination requirements, etc.

DEVELOPER agrees that it will not be entitled to any compensation whatsoever until the above conditions have been completely satisfied. DEVELOPER'S violation of any of the conditions set forth herein may, at the option of the CITY, result in denial of any and all compensation to the DEVELOPER.

3. In addition, it is expressly agreed that any compensation is conditioned upon the following:

- (a) Compensation is limited to costs attributable to street and/or storm drain facilities, private contract fee, engineering fees, and construction administration services fees described in Exhibit 1, less all administrative costs incurred by the CITY. In no event will compensation exceed the actual cost to the DEVELOPER of extending street and/or storm drain facilities.
- (b) Compensation shall not include any interest charges.

Acceptance of the street and/or storm drain facilities for purposes of compensation as set forth in this agreement shall be evidenced by written notice of a letter from the Public Works Department of the CITY and directed to the DEVELOPER at the address set forth in the first paragraph of this agreement.

4. The CITY, by this agreement, is not guaranteeing that full compensation by the CITY to the DEVELOPER will be made. The CITY is only agreeing that it will develop a plan under its current CIP to include funding for compensation of street and/or storm drain facilities which have been constructed and associated private contract fee, engineering fees, and construction administration services fees at the DEVELOPER'S expense, will be made as set forth herein. Compensation does not apply to additional construction of the street and/or storm drain facilities. Compensation shall be based upon the final total project costs.

5. The address for mailing compensation to the DEVELOPER shall be that address specified in the first paragraph of this agreement. Any change in address of the DEVELOPER shall be sent to the Public Works Director of the City of Billings at P.O. Box 1178, Billings, MT 59103. The designation of a new address shall be accompanied by a copy of this agreement.

6. This agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.

DATED this 4 day of September, 2014.

SCHOOL DISTRICT NO. 2

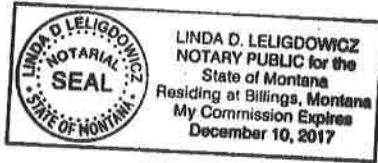
By: Lew Anderson

Its: 2013 Bond Project Manager

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this 4 day of September, 2014, before me, a Notary Public in and for the State of Montana, personally appeared Lew Anderson known to me to be the Bond Project Manager of School District No. 2, the person who signed the foregoing instrument and acknowledged to me that they executed the same.

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



Linda Leligdowicz
Notary Public in and for the State of Montana
Printed name: Linda Leligdowicz
Residing at: Billings, MT 59102
My commission expires: Dec 10, 2017

CITY OF BILLINGS

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 20 __, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

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

Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____

Approved as to form:

City Attorney

EXHIBIT 1

**City of Billings Monetary Compensation for
Extension of Street and Storm Drain Facilities for Heights Middle School**

Street Improvements – Barrett Road

Donnes, Inc. Final Construction Cost: \$ 361,670.40
(see attached signed final pay estimate)

Storm Drain Improvements – Barrett Road

Donnes, Inc. Final Construction Cost: \$ 133,240.00
(see attached signed final pay estimate)

Private Contract Fee

Final Cost: \$ 18,651.26

Engineering Fees & Construction Administration Services

Final Cost: \$ 75,000.00

Grand Total of Final Costs: \$ 588,561.66

City Compensation to School District No. 2 **\$ 294,280.83**
(50% of Grand Total)

Regular City Council Meeting

Meeting Date: 10/14/2014

TITLE: Transportation Alternative Program Project – Broadwater Avenue Path

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

The City of Billings submitted a Montana Department of Transportation (MDT) Transportation Alternatives Program (TAP) grant application for the Broadwater Avenue Path project. TAP has replaced the Community Transportation Enhancement Program (CTEP). This program is a state-wide, competitive grant program and the City of Billings received a grant award for a 10' wide hard-surfaced ADA multi-use trail facility on the north side of Broadwater Avenue from Zimmerman Trail to Shiloh Road. This approximately one mile trail segment will connect existing trails on Zimmerman Trail and Shiloh Road, as well as extend trail corridor connections along Broadwater Avenue east to Lillis Park.

This project, unlike the previous CTEP projects, is funded differently. For this project, no local funds will be contributed as Broadwater is classified by MDT as an urban system route, therefore, any local match required will be paid by state MDT funds. Under the TAP program, state funds are allowed to be used as matching funds for the federal funds. In addition to the funding, the administration of the project will also be conducted by MDT, this will include all the federal requirements identified in the MAP-21 Transportation Bill.

The Agreement attached to this memo represents the formal agreement between the City and MDT for the project's scope, funding, and federal aid compliance. Council must authorize the Mayor to execute a Project Agreement for the Broadwater Avenue Path to begin project development.

ALTERNATIVES ANALYZED

City Council may:

- Approve the Transportation Alternative Project Agreement, or;
- Disapprove the Transportation Alternative Project Agreement. This would result in the loss of \$421,470 in Federal and State funding for this project.

FINANCIAL IMPACT

The funding breakdown for this project is as follows:

TAP Grant (Federal)	\$ 364,910
MDT (State)	\$ 56,560
Total Funds Available	\$ 421,470

RECOMMENDATION

Staff recommends that Council authorize the Mayor to execute the TAP Project Agreement for the Broadwater Avenue Path.

APPROVED BY CITY ADMINISTRATOR

Project Agreement with Location Map

MONTANA TRANSPORTATION ALTERNATIVES PROGRAM
PROJECT FUNDING AND MAINTENANCE 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 "City".

WHEREAS, the City was successful in obtaining Montana Transportation Alternative (TA) funds to develop and construct ADA compliant multi-use paths and curb ramps in Billings on the north side of Broadwater Avenue between Shiloh Road and Zimmerman Trail through TA project UPN 8701, titled BROADWATER AVE PATH – BILLINGS (hereinafter the "Project"); and,

WHEREAS, the estimated cost of the project's development and construction is not to exceed \$421,470 to be financed by the State using TA funds and State matching funds in the amount of \$421,470; and,

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

1. The State will design, advertise for bid and let and award a project to construct ADA compliant multi-use paths and curb ramps located in Billings on the north side of Broadwater Avenue between Shiloh Road and Zimmerman Trail.
2. The City contact for project related questions shall be:
Debi Meling, City Engineer
City of Billings
2224 Montana Avenue
Billings, MT 59101
406-657-3097
melingd@ci.billings.mt.us
3. The State Contact for project related questions shall be:
Mike Wherley
Montana Department of Transportation
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001
406-444-4221
mwherley@mt.gov

4. The parties understand that it is possible that the estimated cost of the project may be exceeded once the project is begun. The State will cover cost overruns up to 10%. If costs

exceed \$421,470 by more than 10%, the State will discuss options for addressing the overruns, including but not limited to, alternative designs or reduction in the scope of the project. The State's Project Manager will inform the City's point of contact beforehand, and as early as possible, of anything that appears will result in a cost increase.

5. Upon completion of the project by the State and its contractor, the City agrees that upon completion of the project it will service, maintain, and pay the cost of operating the project described in this agreement.

6. The City further agrees that it will defend, protect and indemnify the State for any claim or loss arising out of, due to or allegedly due to the failure of the City to maintain the project as completed; the State agrees that it will protect defend and indemnify the City for any claim or loss arising out of, due to or allegedly due to the design or construction of the project under the State's control.

7. Access and Retention of Records – The City agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine compliance with the Agreement.

The City agrees to create and retain records supporting this Agreement for a period of three years after the completion date of the Agreement or the conclusion of any claim, litigation or exception relating to the Agreement taken by the State of Montana or a third party.

8. 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.

9. Agreement Modification – Any change to this Agreement will only be by written agreement between parties.

10. 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 communications shall be a provision of this Agreement unless specifically provided within the written terms herein.

11. Termination – The parties may mutually terminate this Agreement in writing at any time. The State, at its sole discretion, may terminate or reduce the scope of this Agreement if available funding is reduced for any reason. The State may terminate this Agreement in whole or in part at any time City fails to perform the Agreement as set forth.

BROADWATER AVE PATH - BILLINGS
UPN 8701

12. Compliance with Laws - The City shall, at all times during the performance of its obligations of this Contract strictly adhere to all applicable local, state and federal laws and regulations, including but not limited to: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1972, the Education Amendments of 1972, the Age Discrimination Act of 1975, the Americans With Disabilities Act, including Title II, Subtitle A, 24 U.S.C. Sec. 12101, et seq., all rules and regulations applicable to these laws prohibiting discrimination based upon actual or perceived race, color, national origin, ancestry, religion, creed, sex, age, marital or familial status, physical or mental disability, sexual orientation, gender identity or expression and handicap and with Exhibit A, attached hereto and incorporated by reference.

13. Upon completion of the project, and acceptance by the State, the State shall provide the City with date of completion and acceptance, and the total project cost.

BROADWATER AVE PATH - BILLINGS
UPN 8701

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
MT Dept. of Transportation

APPROVED FOR LEGAL CONTENT



MDT Legal Counsel

CITY OF BILLINGS

ATTEST-CITY CLERK

CITY ADMINISTRATOR

[OFFICIAL SEAL]

**EXHIBIT A
NON-DISCRIMINATION NOTICE**

During the performance of this Agreement, the City (hereafter in this Section “the Party”), for itself, its assignees and successors in interest, agrees as follows:

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

- (1) Compliance with Regulations: The Party 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 Party, 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 Party 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 Party 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 Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The Party 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 Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party 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 Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
 - (a) Withholding payments to the Party under the Agreement until the Party complies, and/or
 - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Party 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 Party 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 Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party 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 Party 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 Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The Party 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 Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."**

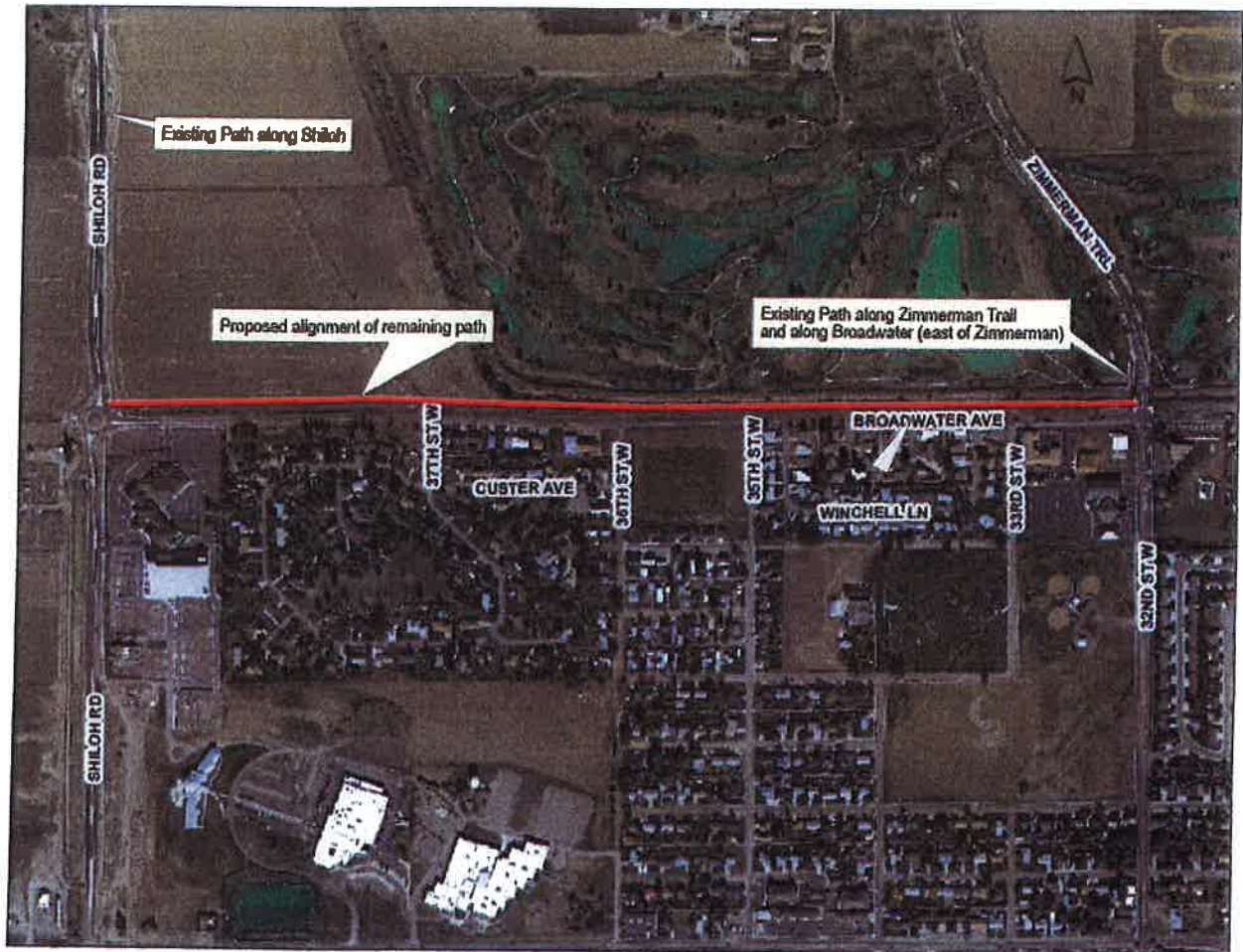
All video recordings produced and created under contract and/or agreement will be closed-captioned.

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 Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The Party, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Party 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

Attachment A Project Location Map



Regular City Council Meeting

Meeting Date: 10/14/2014

TITLE: WO 15-06 Poly Drive (32nd Street West to 38th Street West) Contract for Professional Services

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

The purpose of this project is to reconstruct Poly Drive from 32nd Street West to 38th Street West. This includes widening Poly Drive to a 2-lane section with on-street parking, on-street bike lanes, curb and gutter, sidewalk on both sides and rehabilitation of the sanitary sewer main. Staff requested the services of an engineering firm to provide design and construction administration services for the project, and DOWL HKM was selected through the Request for Proposals (RFP) process. Other firms considered were KLJ and Sanderson Stewart. The contract amount is \$271,460.

ALTERNATIVES ANALYZED

The Council may:

- Award the Contract for Professional Services to DOWL HKM; or
- Do not award the contract. If the contract is not awarded, the reconstruction of the road will be delayed.

FINANCIAL IMPACT

The cost of design services is \$271,460. The Capital Improvement Plan (CIP) includes \$2,125,000 of arterial fees and \$200,000 of SID Bonds in FY 2015 for design and construction.

RECOMMENDATION

Staff recommends that Council authorize the Mayor to execute a Contract for Professional Services with DOWL HKM for \$271,460 for engineering design.

APPROVED BY CITY ADMINISTRATOR

Contract for Professional Services

Contract for Professional Architectural and Engineering Services

Project Work Order 15-06 Poly Drive

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

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 9 pages (Basic Services of Contractor);

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

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

Appendix D consisting of 3 pages (Schedule of Professional Fees);

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 3 pages (Certificate(s) of Insurance); and

PART I SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
- B. "Billings" means the City of Billings.
- C. "Contractor" or "Engineer" means DOWL HKM.

Section 2. Scope of Services.

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

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

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2016.

Section 4. Compensation; Method of Payment.

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

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

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

Section 7. Insurance.

- A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Contractor shall provide the following insurance:
 - 1. Workers' compensation and employer's liability coverage as required by Montana law.
 - 2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
 - 3. Commercial automobile liability -- \$1,500,000 per accident.
 - 4. Professional liability in the amount of \$1,500,000 per occurrence.
- C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.

- D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

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

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

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

Section 10. Notices.

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

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

FAX: (406) 237-6291

Contractor: DOWL HKM
Wade Irion, P.E.
Regional Manager
222 N. 32nd Street, Suite 700
Billings, MT 59101

FAX: (406) 656-6398

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Contractor: Wade Irion, P.E., Regional Engineer

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

Contractor

City Council or Designee

Date: _____

Name: _____

Title: _____

Date: _____

ATTEST:

IRS Tax ID # _____

City Clerk

APPROVED AS TO FORM:

Date: _____

By _____

BRENT BROOKS, City Attorney

STATE OF MONTANA)
 :ss.
COUNTY OF YELLOWSTONE)

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

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

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

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

Appendix A

Basic Services of Engineer

Engineer's Rights and Duties.

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

Billings Rights and Duties.

- K. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete Billings' portion of the project as designated in the scope of work.
- L. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Chris Hertz, P.E.

Scope of Work.

Task 100 – Project and Public Involvement

- 1) Project scoping meeting (field and office review) with City personnel
- 2) Investigate available information, documents, and studies
- 3) General coordination with the City of Billings to begin project
- 4) Coordination and development of public involvement:
 - a. DOWL HKM will draft a News Release regarding the start of the project to be submitted to the City for distribution to media outlets and for posting on the City's website.
 - b. DOWL HKM will develop an informational letter to be sent by the City to all adjacent property owners within the limits of the corridor. This letter will serve as the initial public outreach for this project.
 - c. DOWL HKM will address questions and participate in individual meetings with property owners and City staff, as directed by the City.
 - d. DOWL HKM will attend and assist with one (1) public informational meeting. For the public informational meeting, DOWL HKM will:
 - i. Draft a meeting announcement letter for all landowners adjacent to the project corridor to be used by the City,
 - ii. Provide figures and/or electronic presentation materials for the meeting;
 - iii. Monitor sign-in sheets during the meeting; and
 - iv. Draft meeting minutes after the meeting.

For the public informational meeting, the City will:

- i. Set up meeting location and time;
 - ii. Advertise all meeting announcements;
 - iii. Send meeting announcement letters to property owners adjacent to the project; and
 - iv. Moderate the meeting.
- Fees associated with advertisements, mailings, or securing meeting locations will be the responsibility of the City.
- 5) Prepare monthly progress reports for the City detailing the work completed that month, expected work to be accomplished in the coming period, and listing action items for both DOWL HKM and the City. The monthly progress reports will be completed and submitted with each monthly invoice.

***Submittals: Draft News Release
Property Owner Informational Letter
Meeting Announcement
Monthly Progress Reports***

Task 110 – Right-of-Way, Utilities, and Mapping

- 1) The City will provide DOWL HKM with all existing City right-of-way plans and as-built or record drawings applicable to this project.

- 2) DOWL HKM will acquire available plats and certificates of survey to develop property lines within the corridor. A recorded Certificate of Survey for a retracement of public right-of-way is not included in this scope of services. DOWL HKM will survey property controlling corners (e.g. section corners, quarter corners, centerline monument boxes) along the corridor and property corners along the corridor that can be searched and tied with minimal effort. Property corners that are not found will not be reset.
- 3) The City will provide DOWL HKM with an ownership report listing current property ownership adjacent to the project corridor. The information will be included on the plan sheets to identify addresses and owners of each parcel along the corridor. While right-of-way is not expected to be necessary for this project, the ownership report will serve as a framework for both the public outreach as well as the identification of right-of-way needs, if necessary.
- 4) Unless directed otherwise by the City, DOWL HKM will use the following coordinate system parameters:
 - a. Montana State Plane Zone 2500 (NAD83-2011) with horizontal units expressed in international feet.
 - b. Vertical datum will be NAVD88 with GPS elevations derived from GEOID12A and vertical units expressed in U.S. survey feet.

DOWL HKM will provide coordinate listings of benchmarks and control stations for new and existing survey control in the plans.
- 5) DOWL HKM will coordinate with private utility companies for the location, type, and size of their utilities within the project corridor. Utility information will be determined through utility-provided atlas mapping, Montana One Call, and surface features as marked or indicated by the respective owners. DOWL HKM will notify the City of any non-responsive utility companies.
- 6) Phase II SUE (soft digs) is not included as part of this scope of services. DOWL HKM will coordinate with the City if soft digs are determined to be necessary prior to construction.

Task 120 – Preliminary Geotechnical and Materials

- 1) The City will provide geotechnical information and reports submitted for adjacent road projects, subdivisions, or housing developments, if available. DOWL HKM will review available geotechnical information provided by the City and will research and review regional geology, soil survey, site setting and topography.
- 2) DOWL HKM will conduct a site investigation including field exploration, borings, and laboratory testing for the project. In particular, DOWL HKM will:
 - a. Facilitate and conduct nine (9) borings approximately every 500 feet to a depth of approximately 15 to 20 feet;
 - b. Perform laboratory testing including classification (gradation & Atterberg Limits), moisture content, and CBR; and
 - c. Identify groundwater levels encountered at the time of field exploration.
- 3) A visual inventory of existing surfacing will be conducted for the project area to estimate what sections of roadway, if any, could be reused. Up to five (5) pavement cores will be collected to supplement this review.
- 4) DOWL HKM will use City-supplied traffic data (ADT, vehicle classifications) to develop a preliminary surfacing design for approval by the City.
- 5) A Preliminary Geotechnical Technical Memorandum including a review of the existing data, surfacing evaluation, subsurface exploration, laboratory testing, and a preliminary surfacing design will be prepared for the City. Two (2) copies of the memo will be issued to the City.

Submittal: Preliminary Geotechnical Memorandum

Task 130 – Preliminary Traffic

- 1) The City has identified the need for an enhanced pedestrian crossing at 32nd Street West across Poly Drive. DOWL HKM will coordinate with the City to determine the type of crossing to develop at this location. No new field data will be collected.
- 2) DOWL HKM will inventory existing signing along the corridor within the project limits.
- 3) The proposed cross section includes one driving lane, a bike lane, and parking lane on both sides of the centerline. Lane widths will accommodate all improvements within the existing right-of-way. DOWL HKM will develop preliminary pavement marking plans as part of Task 160.
- 4) DOWL HKM will design a traffic signal at the Poly Drive and Zimmerman Trail intersection, replacing the current four-way stop with supplemental flashing beacons. Under this task, the City will:
 - a. Provide DOWL HKM with record drawing information about the current flashing beacon installation and operation.DOWL HKM will:
 - a. Review the record drawing information and field verify that the record drawing information is accurate; and
 - b. Preliminarily layout the traffic signal equipment to ensure that the equipment can be installed within existing right-of-way and meet all MUTCD, ADA, and City of Billings design requirements.
- 5) An operational analysis, level-of-service analysis, or signal warrant analysis for the corridor or the intersections within the project limits are not anticipated for the project and are not included in this scope of services. DOWL HKM assumes the City has determined the proposed traffic signal installation at Poly Drive and Zimmerman Trail meets MUTCD traffic signal warrants.

Task 140 – Preliminary Utility Design

- 1) DOWL HKM will coordinate with PUD for replacement of approximately 1,500 LF of sanitary sewer main, including manholes and service reconnections, between 32nd Street and Zimmerman Trail. This scope does not include replacement of side street mains within the Poly right-of-way limits. DOWL HKM will coordinate with PUD for the appropriate design criteria. Hydraulic modeling, field flow metering, or other pipe sizing analyses are not included in this scope.
- 2) DOWL HKM will acquire from City all available as-builts, sewer service line records, CCTV inspections, and other information and studies as applicable. DOWL HKM will incorporate available information into design drawings and specifications.
- 3) Design of sewer main alignment, profile, and related improvements, to a 30% design level to be included in preliminary roadway submittal. Evaluate project segments for the feasibility of utilizing trenchless utility replacement methods, and design trenchless alternatives as applicable.
- 4) Geotechnical engineering information including field sampling, laboratory testing and review of subsurface soils gathered under Task 120 “Preliminary Geotechnical and Materials” will be used to determine design alternatives, subgrade treatment, groundwater conditions, pipe material selections, and foundations for utility installations.

Submittal: Trenchless Evaluation Memorandum

Task 150 – Preliminary Hydraulics

- 1) Identify existing flooding issues along the project area, including interviews with City of Billings Maintenance personnel to understand existing drainage patterns and problems.
- 2) Compile and review storm drainage reports and as-built drawings from City of Billings projects W.O. 01-06 and W.O. 89-06.
- 3) Visit the site to inventory the existing storm drain facilities and verify facilities depicted on the atlas maps.
- 4) Identify and evaluate drainage basins, drainage patterns, and basin characteristics from the area north of Poly Drive between Poly Drive and the High Ditch (on-site visual inspection).
- 5) DOWL HKM currently maintains a stormwater model for a majority of the Poly Drive Study Area. DOWL HKM will update the stormwater model to reflect recent changes in the area, including changes from the Zimmerman Trail extension project and the Rimrock Road – Shiloh Rd to Forsythia Blvd project.
- 6) DOWL HKM will perform a drainage evaluation for the Poly Drive Study Area. The drainage evaluation will include the existing storm facilities, a proposed Poly Drive storm drain system, and connecting the new Poly Drive storm drain system to the existing Zimmerman Trail storm drain.
- 7) DOWL HKM will evaluate improvements to the Zimmerman Trail storm drain system at the intersection with Poly Drive to reduce losses associated with the two current 90° bends.
- 8) DOWL HKM will use the stormwater model to size the new storm drain system along Poly Drive, including sizing and locating inlets, determining the storm drain pipe sizing, evaluating flood hazards, and determining improvements to the connection to Zimmerman Trail storm drain.
- 9) DOWL HKM will develop a memorandum discussing the stormwater design for Poly Drive and potential improvements to increase efficiency in the Zimmerman Trail system.
- 10) DOWL HKM will develop preliminary plan and profile SD alignment for the preliminary roadway design submittal. Storm drain details including lateral profiles and structural details will be provided under Task 250.

Submittal: Preliminary Storm Drain Memorandum

Task 160 – Preliminary Roadway Design and Plan Review

- 1) The typical section for this segment will mirror the typical section directly east of the proposed project limits which includes driving lanes, bike lanes, on-street parking, curb, gutter and sidewalks. Proposed widths will accommodate all improvements within the existing right-of-way.
- 2) DOWL HKM will develop a preliminary design that will include the following:
 - a. Strip Plot. The strip plot will include of the:
 - i. Proposed horizontal and vertical alignment (plan and profile)
 - ii. Proposed construction limits
 - iii. Preliminary sanitary sewer main alignment (Task 140)
 - iv. Preliminary storm drainage alignment (Task 150)
 - v. Preliminary pavement markings
 - vi. Intersection improvements (preliminary layout only)
 - vii. Existing right-of-way

- viii. Existing utilities
 - b. Plan Sheets. Plan sheets will contain:
 - i. Typical section(s)
 - ii. Preliminary traffic signal layout (Task 130)
 - c. Preliminary quantities and opinion of probable construction cost
- 3) DOWL HKM will perform Quality Assurance and Quality Control practices during the preliminary design and especially prior to preliminary plan review meeting.
 - 4) DOWL HKM will conduct an “over-the shoulder” plan review meeting with City staff to discuss the preliminary plan package. DOWL HKM will document the City’s comments during the “over-the-shoulder” plan review meeting and distribute to the City.
 - 5) DOWL HKM will create roadway, storm drain, and waterline plan sheets for distribution to the private utility companies on the project. One copy of the preliminary plans will be sent to each private utility company for their review and comment.

***Submittals: Preliminary Design Package
Opinion of Probable Construction Costs***

Task 220 – Final Geotechnical and Materials

- 1) Develop final surfacing design recommendations based on City’s comments to the preliminary geotechnical memorandum and design considerations developed in Task 160.
- 2) DOWL HKM will submit a final geotechnical memorandum to the City for their record and to be included in the final construction documents.

Submittal: Final Geotechnical Memorandum

Task 230 – Final Traffic

- 1) DOWL HKM will prepare Pavement Marking detail sheets and plan sheets for the Pre-Final Design Package.
- 2) DOWL HKM will prepare signing detail sheets, D3 format sheets, and signing plans sheets for the Pre-Final Design Package.
- 3) Upon City’s approval of the preliminary traffic signal layout, DOWL HKM will perform the following traffic signal design tasks for the Pre-Final Design Package:
 - a. Develop a Traffic Signal Plan sheet to include a plan view layout of the intersection, conduit and wire schedule, traffic signal and pole schedule, the proposed phase diagram, signal and pedestrian indication table, conduit run designation table, loop detector wiring schematic and general notes necessary for design.
 - b. Develop a Utility Plan sheet that depicts the assumed location of existing utilities and/or the proposed relocation of existing utilities relative to the proposed relocation of the traffic signal equipment.
 - c. Develop a Service and Wiring Diagram detail sheet.
 - d. Develop standard detail sheets in accordance with standard City of Billings and MDT traffic signal details.
 - e. Calculate conduit fill to ensure compliance with NEC or other City of Billings requirements and submit the results to the City.
 - f. DOWL HKM will prepare Northwestern Energy’s (NWE) Application for New Service and submit to the City. The City will submit the application to NWE and coordinate the service installation with NWE.

- 4) Develop preliminary specifications and construction cost estimates for traffic related items for the Pre-Final Design Package.
- 5) Construction traffic control plans are not anticipated for this project by DOWL HKM. DOWL HKM will develop a traffic control special provision to provide guidance to the construction contractor. The construction contractor will develop and submit a proposed traffic control plan based on their proposed project sequencing.

***Submittals: Conduit Fill Compliance Calculations
Application for New Service***

Task 240 – Final Utility Design

- 1) DOWL HKM will incorporate PUD and City comments pertaining to the preliminary design package, and will prepare sewer main replacement plan and profile sheets to the Pre-Final design package.
- 2) DOWL HKM will prepare project specifications, details, special provisions, quantities, and probable construction costs for sewer main replacement work to be incorporated into the Pre-Final Design Package.
- 3) DOWL HKM will include existing and proposed private utilities to the plan set as provided by the private utility companies. DOWL HKM will not provide design or engineering for the relocation of private utilities.
- 4) DOWL HKM will prepare sewer main design report for the City, and as required for Montana Department of Environmental Quality (MDEQ) approval. DOWL HKM will submit construction documents and related checklist materials for approval by MDEQ. All MDEQ review fees will be paid by the City.
- 5) Construction stormwater permits shall be the responsibility of the construction Contractor and are excluded from this scope.

***Submittals: Sewer Main Design Report
MDEQ submittal package***

Task 250 – Final Hydraulics

- 1) DOWL HKM will finalize the hydraulic design of the storm drain systems in Poly Drive and Zimmerman Trail. City comments will be incorporated and inlet sizes, inlet location, and storm drain pipe sizes will be finalized.
- 2) DOWL HKM will develop storm drain lateral details based on known and assumed utility locations. DOWL HKM will note potential utility conflicts on the plans; however, DOWL HKM assumes Phase II SUE (soft digs) will not be conducted for this project. Should soft digs be determined to be necessary prior to the initial construction work, DOWL HKM will coordinate with the City to address this work.
- 3) DOWL HKM will prepare project specifications, details, special provisions, quantities, and probable construction costs for storm drain construction to be incorporated into the Pre-Final Design Package.

Task 260 – Pre-Final Design and Review

- 1) DOWL HKM will incorporate the City's preliminary design package comments into the Pre-Final Design Package, including modifications to the plan, profile, typical sections and cross sections.
- 2) DOWL HKM will develop demolition plans to identify removal items or items to be adjusted. Tree removals will be identified; however, the final determination of tree removal will be identified by City field personnel prior to construction.

- 3) Isolated locations along the project may require short runs of block retaining walls to facilitate the development of a full roadway section with a sidewalk. DOWL HKM will develop block retaining wall details if necessary. Structural retaining walls are not anticipated for this project, and are not included in this scope.
- 4) DOWL HKM will develop landscaping plan sheets to identify private property restoration. Restoration may include sodding, seeding, or stockpiling and replacing existing landscape treatments. This scope does not include the design of irrigation system replacements.
- 5) DOWL HKM will develop construction plans for a Pre-Final Design Package for the City's review. Plans will include:
 - a. Cover sheet;
 - b. Sheet Index, Legend and Notes sheet;
 - c. Typical sections;
 - d. Miscellaneous Detail sheets (including retaining wall details, if needed);
 - e. Demolition sheets;
 - f. Roadway Sheets (plan and profile, intersection details, driveway details);
 - g. Storm drain sheets ;
 - h. Sanitary sewer sheets;
 - i. Electrical sheets;
 - j. Pavement marking sheets;
 - k. Signing sheets;
 - l. Landscaping sheets; and
 - m. Roadway cross section sheets.
- 6) DOWL HKM will perform Quality Assurance and Quality Control practices during the Pre-Final design and especially prior to Pre-Final design package submittal.
- 7) DOWL HKM will develop a Pre-Final project manual. The project manual will include project specifications and special provisions based on the current edition of the Montana Public Works Standard Specifications (MPWSS) and City of Billings Standard Modifications to the MPWSS.
- 8) DOWL HKM will prepare a Pre-Final Opinion of Probable Construction Cost.
- 9) One copy of the Pre-Final Plans will be sent to each private utility company for their review and comment.

***Submittals: Pre-Final Plans
Pre-Final Project Manual
Pre-Final Opinion of Probable Construction Cost***

Task 360 – Final Design Package

- 1) DOWL HKM will attend a comment resolution meeting with City staff to discuss City's Pre-Final design comments. DOWL HKM will develop a comment response matrix to formally address City comments.
- 2) DOWL HKM will prepare final design plans by incorporating the City's Pre-Final comments.
- 3) DOWL HKM will prepare the final project manual by incorporating the City's Pre-Final comments.
- 4) DOWL HKM will prepare the final opinion of probable construction costs by incorporating the City's Pre-Final comments.
- 5) DOWL HKM will perform Quality Assurance and Quality Control practices during the final design and especially before the Final design package submittal.

- 6) DOWL HKM will provide the City with one copy of the final plans and project manual to verify all Pre-Final comments were addressed before advertisement.
- 7) After the City's final approval, DOWL HKM will prepare bid-ready plans and project manual for bid advertisement. The number of copies of plans and project manuals to be produced will be determined by the City of Billings.
- 8) One copy of the final plans will be sent to each private utility company for their use.

***Submittals: Final Construction Plans and Project Manual
Final Opinion of Probable Construction Cost***

Task 400 – Bidding and Preconstruction Services

- 1) DOWL HKM will provide bid advertisement text from the project manual to the City for publication by the City. The City will advertise the project.
- 2) DOWL HKM will distribute bid sets, maintain the plan-holders list, and issue addenda and clarifications.
- 3) DOWL HKM will attend the pre-bid meeting and assist the City during the pre-bid meeting with questions related to the construction documents. DOWL HKM will issue pre-bid meeting minutes within one week after the meeting.
- 4) DOWL HKM will tabulate all received bids and provide the City with an award recommendation.
- 5) All other preconstruction and construction services, including construction staking or exploratory excavation are not included within this scope of work.

***Submittals: Pre-Bid Meeting Minutes
Bid Tabulation
Award Recommendation***

Task 500 – Record Drawings and Project Completion

- 1) DOWL HKM will prepare record drawings based on City-supplied construction notes and drawings upon project completion.
- 2) DOWL HKM will attend and assist the City on a substantial completion walk-through of the project.
- 3) DOWL HKM will attend and assist the City on a one-year warranty walk-through of the project.

Submittal: Record Drawings

Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services.

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

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

- A. For services rendered prior to construction, Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed the following amounts:

Design Services	\$271,460.00
-----------------	--------------

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

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

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study shall be paid for on an hourly basis at the applicable fees in Appendix D.

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer

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

1. Field and laboratory testing and reports.
2. Resetting lost or destroyed monuments after construction.
3. Construction inspection.
4. Construction inspection after expiration of the construction contract completion time.
5. Preparation of change orders, which do require additional engineering design or construction review.
6. Requests made or conditions identified by interested groups, which are in excess of basic services.
7. Revisions or additions when such revisions or additions are inconsistent with written approvals or instructions previously given, required by enactment or revisions of codes, laws, or regulations, or are due to other causes not solely within control of the Engineer.
8. As may be requested by Billings, additional design services not included in the original scope of work as outlined in Appendix A.
9. Additional time and/or services resulting from additional requirements imposed by any funding source for use of those funds, as outlined in Part I, Section 14 of this Contract.

Appendix D

Schedule of Professional Fees

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

The itemized schedule provided below includes direct labor costs, normal payroll and overhead costs, transportation, furnishing equipment and materials normally required for performance of the work and reasonable profit.

MONTANA FEE SCHEDULE
Personnel Billing Rates

Senior Manager I	\$195.00
Project Manager II	\$110.00
Engineer VII	\$175.00
Engineer VI	\$155.00
Engineer V	\$145.00
Engineer IV	\$120.00
Engineer III	\$105.00
Engineer II	\$90.00
Engineer I	\$80.00
Engineering Technician IV*	\$105.00
Engineering Technician III *	\$85.00
Engineering Technician II *	\$75.00
Engineering Technician I *	\$55.00
Planner V	\$135.00
Planner II	\$85.00
Environmental Specialist III	\$100.00
Geologist II	\$110.00
Laboratory Supervisor	\$95.00
Laboratory Manager *	\$95.00
Laboratory Technician *	\$60.00
Lead Laboratory Technician *	\$65.00
Inspector *	\$90.00
Survey Manager	\$130.00
Professional Land Surveyor *	\$105.00
Project Surveyor*	\$95.00
Crew Chief *	\$75.00
Survey Technician *	\$60.00
Accounting Technician *	\$75.00
Marketing Coordinator	\$75.00
Marketing Assistant *	\$75.00
Administrative Assistant *	\$55.00

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

Equipment, Materials, & Supplies

ATVs/Trailer	=	\$150.00/day		
Boat/Trailer	=	\$150.00/day		
		<u>DAY</u>	<u>WEEK</u>	<u>MONTH</u>
2 GPS Receivers (Survey Quality)		\$425.00	\$1,600.00	\$4,320.00
Single/Each Additional Receiver		\$250.00	\$900.00	\$2,700.00

Travel, Mileage, & Miscellaneous

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

Per diem (per person, per day Montana)	=	\$51.00/day
Lodging	=	cost per night
Airfare	=	cost
Vehicle Usage – Automobiles	=	0.75/mile
Vehicle Usage – Pickups, Suburban	=	1.00/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 2
Specialized Software/Hardware	=	Note 3
Subcontractors	=	Cost + 10%
Laboratory Analysis	=	Cost + 10%
Other/Miscellaneous	=	Cost + 10%

Notes

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

Appendix E

Project Schedule

Based on a written notice to proceed by Billings no later than October 14, 2014, the completion date, including agency reviews, for the Engineer's work through final design shall be:

1. Preliminary Design – Mid-December 2014
2. Pre-Final PS&E Package – End of February 2015
3. Final PS&E Package – End of March 2015

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

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

Appendix F
Certificates of Insurance

See attached Certificates of Insurance.

Regular City Council Meeting

Meeting Date: 10/14/2014

TITLE: W.O. 15-01, Schedule 1, Will James Area Water Main Replacement Project Professional Services Contract

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

The City Council will consider awarding a professional engineering services contract to DOWL HKM in the amount of \$742,630.00 for design, bidding and construction administration services on Schedule 1 of the 2015 Water and Sanitary Sewer Main Replacement projects. The Schedule 1 projects consist of approximately 11,000 linear feet of water main replacement in the Will James Middle School area bounded by Grand Avenue to the north, Terry Avenue to the south, 30th Street West to the west, and the BBWA Canal to the east.

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

The City replaces and upgrades its water utilities as part of an annual maintenance program. As underground water utilities approach the end of their useful life, the City’s maintenance costs and potential liabilities from system failures increase. Corroding water main and leaking joints cause water loss and reduced service capacity. Water main breaks often cause public and private property damage.

ALTERNATIVES ANALYZED

City Council may:

- Approve award of the engineering contract to DOWL HKM, or;
- Disapprove award of the engineering contract to DOWL HKM. If the project is not constructed, the City’s water distribution system in this area will continue to experience ongoing maintenance problems and expenses.

FINANCIAL IMPACT

Funding for this project has been approved by City Council in the Capital Improvement Program (CIP). Funding is sufficient for the engineering design and construction administration portion of the project which is now under consideration, as well as for the project construction planned for bidding to contractors in April 2015. Schedule 1 projects will use water funds.

	Water Replacements
Project Budget	\$4,000,000
Previously Encumbered	\$0
This Contract	\$742,630
Budget Remaining	\$3,257,370

RECOMMENDATION

Staff recommends that Council award a professional engineering services contract for the design and construction administration of Schedule 1 of the 2015 Water and Sanitary Sewer Main Replacement Projects to DOWL HKM in the amount not to exceed \$742,630.00.

APPROVED BY CITY ADMINISTRATOR

WO 15-01, Sch 1, DRAFT PES Contract

WO 15-01, Sch 1, DRAFT PES Contract Appendices

Contract for Professional Engineering Services
City of Billings W.O. 15-01, Schedule 1
Will James Area Water Main Replacement Project

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

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 11 Sections of General Provisions;
- Appendix A consisting of 7 pages (Basic Services of Engineer);
- Appendix B consisting of 1 page (Methods and Times of Payment);
- Appendix C consisting of 1 page (Additional Services of Engineer);
- Appendix D consisting of 3 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 page (Project Schedule);
- Appendix F consisting of 4 pages (Certificate(s) of Insurance)

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

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

Section 2. Scope of Services.

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

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

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Engineer shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2015.

Section 4. Compensation; Method of Payment.

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

Section 5. Termination of the Engineer's Services.

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

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

Section 6. Duties Upon Termination

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

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

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

Section 7. Insurance.

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

Section 8. Assignments.

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

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

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

Section 10. Notices.

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

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

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

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

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PART II GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

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

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

Engineer

City Council or Designee

Date: _____

ATTEST:

City Clerk

Date: _____

Name: _____

Title: _____

Date: _____

IRS Tax ID # _____

APPROVED AS TO FORM:

By _____

BRENT BROOKS, City Attorney

STATE OF MONTANA)

COUNTY OF YELLOWSTONE) ss.

On this ____ day of _____, 2014, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of _____, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

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

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

Appendix A

Basic Services of Engineer

W.O. 15-01, Schedule 1, Will James Area Water Main Replacement Project

Section 1. Engineer's Rights and Duties.

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

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

Section 2. Billings Rights and Duties.

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

Section 3. Scope of Work.

SCOPE OF WORK:

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

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The project consists of design, bidding, and construction phase services for the *City of Billings W.O. 15-01: 2015 Water & Sanitary Sewer Replacement* project. The project includes approximately 11,000 LF of water main replacement in the area bounded by Grand Avenue to the north, Terry Avenue to the south, 30th Street West to the west, and the BBWA Canal to the east. There is no sanitary sewer main or storm drain replacement associated with this contract. Any additional segments of work requested by the City beyond the total project length indicated above shall be considered an Additional Service, which shall be added to the project by a Contract amendment.

Professional services generally include design of replacement of water mains, design surveys, geotechnical investigations and report preparation, traffic control design, preparation of contract plans and specifications, assistance with competitive bidding, administration of the construction contract, construction oversight, field staking, quality assurance testing, and closeout services. Engineer will coordinate work efforts with other related or unrelated improvement projects expected to be completed concurrently in the project areas. The scope of work covered by this Contract shall include the following tasks:

A. Preliminary Design Phase

1. Assist the City with finalizing water main alignments in the project area. The preliminary water main replacements (and short segment of new water main in Broadwater Avenue) identified by the City in a September 15 email attachment is the assumed basis of this scope of work. If necessary, conduct a field review of final project areas with City staff to review routes and project objectives.
2. Conduct field design surveys within the project limits. Data collection shall include establishment of permanent horizontal and vertical control, topographic features, existing utilities, measure-downs, and existing property pins. Utilize the One-Call service to locate and demarcate buried utilities for survey. Field survey data will be used by Engineer to develop preliminary project base mapping.
3. Perform research to verify existing right-of-way locations utilizing platted information, ownership records, and found property pins. Incorporate information into base mapping. Determine locations where additional right-of-way or easements must be secured by the City. All work is currently expected to be within existing City right-of-way, so this scope of work does not include any assistance with easement acquisition, such as additional legal survey, preparation of easement exhibits, or other related tasks.
4. Perform geotechnical engineering tasks, including field bore hole explorations, groundwater monitoring well installations, shallow asphalt cores, sampling, and laboratory testing to determine appropriate pavement section designs, subgrade treatment, groundwater conditions, utility foundations, and pipe material selections. This scope assumes 8-10 bore holes will be drilled, two of which will be finished with piezometers for groundwater monitoring. Perform literature review of documented environmental issues directly adjacent to project areas; no additional drilling, sampling, or testing is included in this environmental review. Prepare a geotechnical report with recommendations to be incorporated into the construction specifications.
5. Collect from City and review available utility as-builts, service line records, and other information and studies as applicable. Incorporate available information into design drawings and specifications.

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6. Design utility alignments, profiles, and sections for water mains. Confirm appropriate utility sizing within the project limits with City staff and the Master Plan document. Assist the City with analyzing their hydraulic model if necessary to determine utility sizing or routing. No independent system modeling, field flow metering, or other sizing studies are included in this scope. It is assumed that all water mains will be 12-inch diameter or smaller.
7. Evaluate project segments for the feasibility of utilizing trenchless utility replacement methods. Design trenchless alternatives as applicable.
8. Prepare preliminary plans, specifications, and opinion of probable cost using all data gathered.
9. Coordinate with City staff, adjacent property owners, and other private and public stakeholders in the development of utility improvements.
10. Coordinate the identification and evaluation of potential private utility conflicts, including overhead and underground power, cable TV, natural gas, telephone and communications. Send preliminary construction plans to private utilities for review and comment.
11. Identify locations to perform subsurface potholing at critical utility crossings or conflicts to identify specific utility elevations or locations. Survey the elevations and locations in the field for incorporation into the design, and restore the surfacing. Due to the uncertainty of the amount of potholing that will be required, this scope and the associated professional fee includes an allowance of \$10,000 for the subcontracted costs of a vacuum truck and any traffic control required to perform the potholing. Any additional potholing costs above this allowance shall be considered an Extra Service.
12. Create preliminary traffic control plans for project areas. Coordinate with other City construction projects as applicable. Traffic control plans will generally be a combination of specific layouts for arterial and collector streets and generic layouts for residential streets and/or alleys. It is assumed that there will be full street closures at the location of every work zone, with the exception of Broadwater Avenue.
13. Identify potential construction staging areas, disruptions to private access and parking, and other site constraints and issues relating to construction. Coordinate zone construction work hours, work sequencing, and other related construction scheduling issues with City. Incorporate appropriate Special Provisions into the project specifications.
14. Attend 30% design review, 70% design review, traffic control design review, and other necessary design review and coordination meetings with City staff.
15. Provide project management and internal quality assurance throughout this phase.
16. Deliverables for this phase include:
 - a. 30% design drawings (typically base mapping and preliminary plan alignments only); 11"x17" and/or PDF format
 - b. 70% design drawings (typically preliminary plan & profile drawings without detailed labeling); 11"x17" and/or PDF format, or full size drawings upon request
 - c. Preliminary specifications; PDF format
 - d. Preliminary geotechnical report; PDF format
 - e. Preliminary traffic control plans; hard copy and/or PDF format
 - f. Preliminary opinion of probable cost; PDF format

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B. Final Design and Bidding Phase

1. Compile property owner and occupant information for adjacent parcels and create address database. Prepare and send one (1) information mailing to all database entries, which shall include general project information, notification of the public meeting, general construction information, business questionnaires, and notification of the construction informational website and email list. Plan and facilitate one public informational meeting.
2. Prepare final plans and specifications using all input received during preliminary design. Plans and specifications will be prepared in accordance with MPWSS and City of Billings Standard Modifications, latest editions. Stamp and sign all plans and specifications with the seal of a Professional Engineer.
3. Finalize geotechnical report and traffic control plans.
4. Tabulate project quantities and create bid schedule. Finalize the Engineer's opinion of probable cost based on final quantities.
5. Prepare design report for the City, and as required for Montana Department of Environmental Quality approval.
6. Apply for all permits, licenses, and approvals necessary to construct the project, including approvals from the Montana Department of Environmental Quality. The budget includes \$3,230.00 for MDEQ review fees, which is based on their current fee schedule ($\$0.25/\text{LF} \times 11,000 \text{ LF} + \280 for minor engineering report + \$200 for one assumed deviation). All other permit and licensing fees, if required, will be paid by the City. Construction stormwater permits shall be the responsibility of the construction Contractor and are excluded from this scope; Engineer will only prepare erosion and sedimentation control plans for inclusion in the project specifications.
7. Supply all bidding documents necessary for bidding and construction. Provide bid advertisement text to the City for publication. Schedule and conduct a pre-bid conference, publish meeting minutes, answer bid questions, and prepare any necessary addenda. Conduct a pre-bid field review with bidders as necessary.
8. Attend the bid opening, analyze the bids, prepare and distribute a bid tabulation, and make a construction contract award recommendation.
9. Assist the City in procurement of the final contract agreement, review bonds and insurance provided by the contractor, assemble and distribute conforming copies of contract documents, and issue a notice to proceed for construction.
10. Provide project management and internal quality assurance throughout this phase.
11. Deliverables for this phase include:
 - a. 95% design drawings for final review; 11"x17" and/or PDF format
 - b. 100% design drawings and Project Manual for approval and bidding
 - c. Design report and other MDEQ submittal requirements
 - d. Final geotechnical report (in Project Manual)
 - e. Final opinion of probable cost
 - f. Bid advertisement
 - g. Pre-bid meeting minutes
 - h. Addenda, as required
 - i. Bid tabulation
 - j. Recommendation of Award letter; Notice of Award
 - k. Conforming copies of the construction contract; 6 sets total
 - l. Notice to Proceed

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m. Contractor's construction plans and specifications; up to 10 sets; 11"x17" format (2 full-size plan sets upon request)

C. Construction Administration and Services Phase

1. This scope and the associated professional fee assume:
 - a. One (1) construction contract/Contractor for this project, with a construction contract duration of 140 days.
 - b. Engineer shall consult with the City and act as representative for the City as defined in the construction contract documents, which will incorporate the MPWSS, and specifically the General Conditions contained therein as modified by the City of Billings Standard Modifications, latest edition.
 - c. The extent and limitation of the duties, responsibilities, and authority of the Engineer will be as assigned in the construction contract documents and shall not be modified, except as Engineer may otherwise agree in writing.
2. Schedule and conduct a pre-construction conference, publish meeting minutes, and answer contractor questions. Conduct a pre-construction field review with contractors as necessary.
3. Take pre-construction photos and videos of the project areas.
4. Provide full-time construction observation utilizing a Resident Project Representative (RPR) to assist Engineer in observing progress, quality of work, and conformance to the contract documents and other applicable codes and standards. Up to two (2) full-time RPRs will be provided for the duration of the construction contract. Inspection activities shall include review of all major work items, including traffic control set-ups. RPRs will prepare daily inspection reports, daily quantity summaries, weekly progress reports, weekly workforce and equipment reports, and other reports as required. RPR responsibilities are further defined in the General Conditions contained in the City of Billings Standard Modifications, latest edition.
5. Develop and implement a quality assurance testing plan for materials testing in accordance with the City of Billings Standard Modifications, latest edition. Conduct a pre-construction testing meeting with RPRs, field testing personnel, and lab manager to coordinate testing requirements. Provide qualified personnel, equipment, and supplies for field testing of materials throughout construction. Monitor and collect results from contractor's separate quality control materials testing program.
6. Provide personnel, equipment, and supplies for field staking of principal elements of the construction layout to give the contractor measurements, lines, locations, and grade necessary for construction. The contractor will be responsible for any detailed layouts, such as laser and/or other line and grade establishment techniques for laying pipe between Engineer's staking intervals.
7. Review contractor's submittals, such as shop drawings, samples, equipment, mix designs, aggregates, and other data, for conformance to the contract documents. This review does not include acceptance review of any dewatering plans, and shall not extend to contractor's means, methods, techniques, sequences, procedures, or safety programs.
8. Attend and conduct a weekly construction meeting with the City and contractor. Allow up to 3 hours per week for the weekly construction meeting and any related follow-up activities.
9. Respond to contractor requests for information. Issue necessary clarifications and interpretations of the contract documents. Notify the City immediately of any contract problems or deviations from the approved contract documents. Issue notices as required by the construction contract. Recommend and

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- prepare Work Change Directives and Change Orders for the City as necessary. Change orders that require additional design or construction services by Engineer will be considered Additional Services and compensated in accordance with the provisions of this Contract.
10. Receive, review, and transmit to City all contractor requests for City staff involvement and approvals, such as valve and hydrant operation requests, water quality sampling requests, traffic control reviews, etc. Assure required advance notice requirements are being met by contractor for all requests to the City for reviews, inspections, operations, and testing.
 11. Prepare weekly website and email informational update content, including current project maps and work descriptions. The City will host and maintain the website, with content provided by the Engineer. The Engineer will collect email addresses from mailing and meeting responses, and disseminate the same content to the email list.
 12. Make visits to the site at intervals appropriate to various stages of construction to observe, as an experienced and qualified design professional, the progress of the contractor's work. Visits by the Engineer shall be limited to spot checking and similar methods of general observation of the work as assisted by the RPR.
 13. Review and recommend monthly contractor payment requests.
 14. Conduct substantial completion and final inspections with City and contractor. Prepare and monitor punchlist items required for completion of the work by contractor.
 15. Maintain documentation of all field installations, including the location of all underground utilities encountered during construction, for assistance with preparation of project record drawings. Prepare record drawings by incorporating all field modifications to the construction drawings. Allow review by City of record drawings prior to issuing final record drawings. Record drawings will include, at a minimum:
 - a. Offset distances measured from the right-of-way to all public water mains
 - b. Locations of water services based on measurements from property lines.
 - c. Elevations indicating the depth of bury of all water mains. These elevations shall be shown at each street or right-of-way intersection and at such intervals along these utilities as may be deemed appropriate by the City Engineer.
 - d. Permanent bench marks shown.
 16. Conduct a one-year anniversary inspection of the project. Identify deficiencies and warranty items requiring correction, and provide notification to contractor.
 17. Provide project management and internal quality assurance throughout this phase.
 18. Deliverables for this phase include:
 - a. Pre-construction meeting minutes
 - b. Pre-construction photos and videos, upon request
 - c. Contractor submittals; electronic copy to City
 - d. Weekly RPR inspection reports, upon request
 - e. Monthly quality assurance materials testing reports and charts
 - f. Miscellaneous construction forms, as required
 - g. Review set of record drawings; 11"x17" and/or PDF format
 - h. Final record drawings, consisting of two (2) sets of as-built drawings on full size paper and in digital (PDF & DWG) format, in accordance with Part I, Section 2, Article D of this Contract, and as required by Montana Department of Environmental Quality

Appendix B

Methods and Times of Payment W.O. 15-01, Schedule 1, Will James Area Water Main Replacement Project

Section 1. Payments for Basic Services.

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

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

A. For services rendered prior to construction, Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed \$742,630.00 (Seven Hundred Thirty Two Thousand Six Hundred Thirty and 00/100 dollars) based on the following tasks:

Task 1	Preliminary Design Phase	<u>\$201,400.00</u>
Task 2	Final Design and Bidding Phase	<u>\$115,430.00</u>
Task 3	Construction Phase	<u>\$425,800.00</u>

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

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

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

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer W.O. 15-01, Schedule 1, Will James Area Water Main Replacement Project

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

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

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Appendix D

Schedule of Professional Fees

W.O. 15-01, Schedule 1, Will James Area Water Main Replacement Project

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

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

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

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

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MONTANA FEE SCHEDULE

Personnel Billing Rates

Senior Manager I	\$195.00
Project Manager II	\$110.00
Engineer VII	\$175.00
Engineer VI	\$155.00
Engineer V	\$145.00
Engineer IV	\$120.00
Engineer III	\$105.00
Engineer II	\$90.00
Engineer I	\$80.00
Engineering Technician IV*	\$105.00
Engineering Technician III *	\$85.00
Engineering Technician II *	\$75.00
Engineering Technician I *	\$55.00
Planner V	\$135.00
Planner II	\$85.00
Environmental Specialist III	\$100.00
Geologist II	\$110.00
Laboratory Supervisor	\$95.00
Laboratory Manager *	\$95.00
Laboratory Technician *	\$60.00
Lead Laboratory Technician *	\$65.00
Inspector *	\$90.00
Survey Manager	\$130.00
Professional Land Surveyor *	\$105.00
Project Surveyor*	\$95.00
Crew Chief *	\$75.00
Survey Technician *	\$60.00
Accounting Technician *	\$75.00
Marketing Coordinator	\$75.00
Marketing Assistant *	\$75.00
Administrative Assistant *	\$55.00

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

Equipment, Materials, & Supplies

ATVs/Trailer	=	\$150.00/day		
Boat/Trailer	=	\$150.00/day		
		<u>DAY</u>	<u>WEEK</u>	<u>MONTH</u>
2 GPS Receivers (Survey Quality)		\$425.00	\$1,600.00	\$4,320.00
Single/Each Additional Receiver		\$250.00	\$900.00	\$2,700.00

Travel, Mileage, & Miscellaneous

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

Per diem (per person, per day Montana)	=	\$51.00/day
Lodging	=	cost per night
Airfare	=	cost
Vehicle Usage – Automobiles	=	0.75/mile
Vehicle Usage – Pickups, Suburban	=	1.00/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 2
Specialized Software/Hardware	=	Note 3
Subcontractors	=	Cost + 10%
Laboratory Analysis	=	Cost + 10%
Other/Miscellaneous	=	Cost + 10%

Notes

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

Appendix E

Project Schedule W.O. 15-01, Schedule 1, Will James Area Water Main Replacement Project

Based on a notice to proceed by Billings date no later than October 14, 2014, the completion date for the Engineer's work through final design shall be:

1. Preliminary Engineering Services (30% Design): December 19, 2014
2. Preliminary Engineering Services (70% Design): January 30, 2015
3. Final Engineering Services (100% Design): March 20, 2015
4. Construction Services to be based on Contractor Schedule.

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

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

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Appendix F

Certificate(s) of Insurance

W.O. 15-01, Schedule 1, Will James Area Water Main Replacement Project

Attach Certificate(s) of Insurance

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Regular City Council Meeting

Meeting Date: 10/14/2014

TITLE: W.O. 15-01, Schedule 2, Sanitary Sewer Main Replacement Project
Professional Services Contract

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

The City Council is asked to consider awarding a professional engineering services contract to Morrison Maierle, Inc. (MMI) in the amount of \$700,240.00 for design, bidding and construction administration services on Schedule 2 of the 2015 Water and Sanitary Sewer Main Replacement projects. The Schedule 2 projects consist of approximately 11,300 linear feet of sanitary sewer main replacement in two geographic areas. The smaller area is the alley between Avenue D and E from 17th to 21st Street West. The larger area is bounded by the BBWA Canal to the north, 6th Avenue North to the south, North 24th Street to the west, and North 12th Street to the east.

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

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

ALTERNATIVES ANALYZED

City Council may:

- Approve award of the engineering contract to Morrison Maeirle, Inc.; or
- Do not approve award of the engineering contract to MMI. If the project is not constructed, the City's sanitary sewer distribution system in this area will continue to experience ongoing maintenance problems and expenses.

FINANCIAL IMPACT

Funding for this project has been approved by City Council in the Capital Improvement Program (CIP). Funding is sufficient for the engineering design and construction administration portion of the project which is now under consideration, as well as for the project construction planned for bidding to contractors in April, 2015. Schedule 2 projects will use wastewater funds:

	Sanitary Sewer Replacements
Project Budget	\$4,000,000
Previously Encumbered	\$0
This Contract	\$700,240
Budget Remaining	\$3,299,760

RECOMMENDATION

Staff recommends that Council award a professional engineering services contract for the design and construction administration of Schedule 2 of the 2015 Water and Sanitary Sewer Main Replacement Projects to Morrison Maierle, Inc. in the amount not to exceed \$700,240.00.

APPROVED BY CITY ADMINISTRATOR

WO 15-01, Sch 2, DRAFT PES Contract

WO 15-01, Sch 2, DRAFT PES Contract Appendices

Contract for Professional Engineering Services

City of Billings W.O. 15-01, Schedule 2 Sanitary Sewer Main Replacement Project

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

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 11 Sections of General Provisions;
- Appendix A consisting of 7 pages (Basic Services of Engineer);
- Appendix B consisting of 1 page (Methods and Times of Payment);
- Appendix C consisting of 1 page (Additional Services of Engineer);
- Appendix D consisting of 5 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 page (Project Schedule);
- Appendix F consisting of 4 pages (Certificate(s) of Insurance)

PART I SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

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

Section 2. Scope of Services.

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

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

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Engineer shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2015.

Section 4. Compensation; Method of Payment.

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

Section 5. Termination of the Engineer's Services.

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

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

Section 6. Duties Upon Termination

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

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

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

Section 7. Insurance.

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

Section 8. Assignments.

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

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

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

Section 10. Notices.

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

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

Engineer: Morrison Maierle, Inc.
Carl Anderson, PE
315 North 25th Street, Suite 102
Billings, Montana 59101 FAX: (406) 237-1201 / PHONE: (406) 656-6000

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

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PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Engineer: President or Vice President
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

Engineer

City Council or Designee

Name: _____

Date: _____

Title: _____

Date: _____

ATTEST:

IRS Tax ID # _____

City Clerk

APPROVED AS TO FORM:

Date: _____

By _____

BRENT BROOKS, City Attorney

STATE OF MONTANA

COUNTY OF YELLOWSTONE

ss.

On this ____ day of _____, 2014, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of _____, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

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

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

Appendix A

Basic Services of Engineer W.O. 15-01, Schedule 2, Sanitary Sewer Main Replacement Projects

Section 1. Engineer's Rights and Duties.

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

- J. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project, the Task Director designated for the Engineer is Casey Hanson, PE working under the Principal-in-Charge, Carl Anderson, PE.

Section 2. Billings Rights and Duties.

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

Section 3. Scope of Work.

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

1. The Engineer shall perform the work outlined within this agreement that includes the completion of design and construction phase services for 2015 Sanitary Sewer Replacement; Engineer shall assist Billings in identifying areas where sewer main alignments best serve the needs of the project area. Engineer will coordinate work efforts with other related or unrelated improvement projects expected to be completed concurrently in the project area. Design and construction work for the 2015 Sanitary Sewer Replacement project has been based on 11,300 linear feet of sewer main. 2,598 linear feet of sewer main has been surveyed and had geotechnical investigations as part of a previous project and will be verified for any new utilities as part of this project. This scope also includes video review and analysis on the sewer run between MH 16-30 and MH 10-36 (no survey or design is included in the scope for this section of pipe). No flow monitoring of sewer manholes is included in this scope.
2. Potholing may be required during design and/or construction of this project. This scope includes up to \$10,000 for potholing services as required.

Completion of said design shall include the following tasks:

A. Preliminary Engineering Services (30% Design)

1. Field surveys within the project limits and extending to appropriate match lines. Data collection shall include establishment of permanent horizontal and vertical control, topographic features and existing property pins. Engineer will provide appropriate temporary traffic control measures for all data collection completed in traffic areas. Field survey data will be utilized by the Engineer to develop preliminary project base mapping.
2. Research will be performed to verify existing right-of-way locations utilizing platted information, ownership records and found property pins.
3. Apply for all permits, licenses, and approvals necessary to construct the project. All permit and licensing fees will be paid by Billings.

4. Geotechnical engineering as provided by sub consultant to consultant shall include field sampling, laboratory testing and review of subsurface soils to determine appropriate pavement section design alternatives, sub-grade treatment, groundwater conditions, and foundations for utility installations. Recommendations for specific construction materials established in this review will be included in the project plans and specifications. Design geotechnical work will include 23 soil borings at 18' of depth. The geotechnical work will also incorporate work performed as part of the 2014 project into the new geotechnical report. The geotechnical engineer will also perform monthly readings of the four (4) piezometers installed near the Rose Park project area for a period of twelve (12) months.
5. Coordinate with City of Billings staff and other public and private stakeholders in the development of roadway and utility improvements.
6. Coordination with property owners adjacent to the project.
7. Design of utility alignments and cross-sections; sewer main, and related improvements.
8. Coordination with property owners regarding piping or abandonment alternatives within the right-of-way. This may include verification of service locations.
9. Confirm appropriate utility sizing within the project limits. Design replacement of existing utilities.
10. Coordinating the identification and potential relocation of private utilities including, but not limited to, overhead and underground power, cable TV, underground telephone and communications, petroleum oil, and natural gas.
11. Prepare and submit of a Preliminary Design Report, report shall summarize project related design parameters; public utility improvements; right-of-way impacts; stakeholder impacts; traffic operations and traffic control measures; pedestrian improvements; corridor landscaping; and preliminary construction costs. Up to one (1) conceptual alternative may also be considered for certain utility improvements. The report will also include a preliminary environmental evaluation, which reviews historical data related to the project area, including hazardous waste research and other know environmental issues. Two (2) copies of the Preliminary Design Report and one (1) 22"x34" copy and two (2) 11"x17" copies of 30% plans will be provided to the City for review.

B. Preliminary Engineering Services (70% Design)

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

One (1) 22"x34" copy and two (2) 11"x17" copies of 70% plans and two (2) project specifications will be provided to the City for review.

2. Attend periodic design review meetings with Billings.
3. Send 70% construction plans to the private utilities for review and comment, and hold a subsequent coordination meeting with the private utilities to assemble and evaluate comments.
4. Planning and facilitating one (1) public informational meeting during the design phase.

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

1. The 90% design package will incorporate comments received from Billings, after the 70% design package submittal and periodic design review meetings are complete. The plan package will include design of the plan and profile utilities drawings, related traffic control measures, sewer main, and other recommended improvements.
2. Attend periodic design review meetings with Billings.
3. Engineer will provide final design services, upon receiving Billings' approval of the 90% plan package submittal. Plans and specifications will be prepared in accordance with the Montana Public Works Standard Specifications, Sixth Edition, April 2010 and the most current edition of the City of Billings Standard Modifications.
4. Stamp and sign all plans and specifications with seal of Professional Engineer in charge.
5. Computation of project construction quantities and preparation of an engineer's opinion of probable construction cost.
6. Prepare and supply of all project specifications and bidding documents necessary for bidding and construction. Bid advertisement text will be provided to Billings for publication. Schedule and hold a pre-bid conference, publish meeting minutes, and prepare any necessary addenda. Conduct a pre-bid field review with contractors as necessary. Attend the bid opening, analyze bids, submit a bid tabulation, and make a construction contract award recommendation.
7. Preparation of a complete construction traffic control plan. The plan will show required detours, required signing, applicable construction phasing.
8. Furnish contract plans and specifications in sufficient number for bidding and contracting the project. It is anticipated that forty (40) 11"x17" copies will be required. Proceeds from plan sales will be credited against the project.
9. Submittal of four (4) copies of construction contract documents.
10. Submittal of three (3) copies of the project specifications, three (3) half-size plan sets, contract-bidding documents, design report and certified sewer checklist to Montana department of Environmental Quality for approval.

D. Construction Services

1. Construction Layout and Control.

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

2. Inspection and Testing.

- i. Coordinate appropriate testing of materials intended for incorporation into the project and require documentation of testing results.
- ii. Provide review of construction to check the Contractor's work for compliance with the drawings, specifications, and other applicable documents, codes or standards. Review of work shall be made on a full-time basis while any major item of work is in progress. Major items of work shall be water; sanitary sewer; storm drain, and irrigation utilities; subgrade preparation; gravel base course preparation; concrete pouring and finishing; paving; signalization, lighting, and striping. The Engineer shall provide a minimum of **48** hours notice for Billings personnel when specific inspections or testing require their presence on the project. Each daily review shall be documented in permanent reproducible form and kept in consecutive order with the project file. Copies of the daily review reports shall be furnished to Billings as requested during construction. Engineer will notify Billings immediately of contract problems or deviation from approved plans. This project is planned for two (2) full time resident project representatives at eight (8) hours per working day for the duration of a 140 calendar day (100 working day) project.
- iii. Provide the services of a qualified materials engineering technician who will observe construction and provide representative tests. Provide direct coordination of laboratory and field quality assurance testing and geotechnical engineering between the project engineer, field inspector, and a project construction materials engineer. Geotechnical and materials engineering shall include interpretation and recommendations for the Engineer and Billings based upon field observation.
- iv. The Engineer shall record the location of all underground utilities (including, but not limited to, conduit for all street lighting, signalization, or flasher assemblies) installed under and on the surface within the public right-of-way and show these facilities, together with a representation of the general corridors in which other underground utilities are located, on the record drawings.

3. Submittal Review and Document Preparation.

- i. Review the construction operations and the traffic controls for construction, prior to the start of work. Engineer shall ascertain that the Contractor has all needed permits to accomplish his work during construction.
- ii. Review shop drawings, samples, equipment, asphaltic concrete mix design, concrete mix design, aggregate, and other data submitted by the Contractor for compliance with drawings and specifications.
- iii. Review Contractor submitted monthly pay estimates and final pay estimates for construction and prepare contract administration forms on a monthly basis. These will be submitted in Billings' approved format.
- iv. Issue notice to the Contractor to suspend work in whole or part when, in the opinion of the Engineer, and when directed by the Owner, work is not being, or cannot be performed in accordance with the contract documents and specifications.
- v. Contact Billings for any proposed plan or specification changes when required due to initial design and engineering deficiencies in order to complete the project in its original concept. Plan and specification changes shall be prepared by the design engineer.
- vi. Prepare and recommend work change directives and change orders when necessary due to conditions encountered during construction. The Engineer is not authorized to order additional work without the approval of Billings' Task Director. Any work resulting in contract overage will be processed by approved change orders using Billings standard format.

4. Public Involvement Services

- i. Develop an overall public involvement plan to be used during construction. At a minimum, plan will include provisions for providing information to Billings to be included in monthly newsletters; press releases and road closure notifications; weekly updates (figures and narratives) showing updated construction areas and traffic control layouts for Billings to post online (and to email to affected property owners at their request); weekly construction meetings; and Contractor handouts. Plan to be approved by Billings prior to implementation. Additional approvals by Billings may be required for release of public involvement plan materials to the public.

5. Final Services

- i. Prepare record drawings (As-Built) and furnish Billings with one (1) paper set for review and comments.
- ii. Following receipt of review comments from Billings, make necessary changes and furnish Billings with two (2) sets of 22"x34" paper, one (1) Portable Document Format (PDF) of 22"x34" size, and one (1) electronic set in AutoCAD (*.dwg) format, of record drawings.

- a. Record drawings to show offset distances from centerline of rights-of-way to all sanitary sewer mains.
 - b. Locations of sewer services based on measurements from property lines.
 - c. Invert elevations marked for each manhole, structure, and each connection thereto, as well as at the end of each stubbed sanitary sewer line, and stubbed sanitary service line.
 - d. All above elevations shall be referenced to a permanent benchmark elevation – clearly show on the plans.
 - e. Record drawings are due within 60 days of Contractor's final payment and before final payment to the Engineer.
- iii. Provide one (1) CD of Contractor submittals.
 - iv. Schedule and make final inspection with Billings and certify to Billings all construction items were constructed according to plans and specifications and are acceptable to the Engineer.
 - v. Schedule and make an inspection with Billings prior to the expiration of construction warranty period and provide a certification of final acceptance. If any problems are found, send a list of deficiencies to Billings and Contractor and continue until acceptable.

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Appendix B

Methods and Times of Payment W.O. 15-01, Schedule 2, Sanitary Sewer Main Replacement Project

Section 1. Payments for Basic Services.

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

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

- A. For services rendered prior to construction, Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed \$700,240.00 (Seven Hundred Thousand Two Hundred Forty and 00/100 dollars) based on the following tasks:

Task 1	Project Management	<u>\$8,476.00</u>
Task 2	Survey	<u>\$77,325.00</u>
Task 3	Geotechnical	<u>\$79,750.00</u>
Task 4	Design	<u>\$190,219.00</u>
Task 5	Construction Administration	<u>\$321,921.00</u>
Task 6	Closeout Services	<u>\$16,773.00</u>
Task 7	Quality Assurance	<u>\$5,776.00</u>

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

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

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

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer W.O. 15-01, Schedule 2, Sanitary Sewer Main Replacement Project

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

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

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Appendix D

Schedule of Professional Fees W.O. 15-01, Schedule 2, Sanitary Sewer Main Replacement Project

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

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

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

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

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Section 1. Professional Services.



Northwest Standard Billing Rates Schedule
Rates Effective Thru
May 31, 2015

8/25/2014
Q26

		Standard Rate	Overtime Rate
Professional Services	Principal	183.00	183.00
	Engineer		
	Supervising Engineer III	172.00	172.00
	Supervising Engineer II	160.00	160.00
	Supervising Engineer I	151.00	151.00
	Senior Engineer II	139.00	139.00
	Senior Engineer I	128.00	128.00
	Design Engineer II	117.00	117.00
	Design Engineer I	107.00	107.00
	Engineer Intern II	95.00	95.00
	Engineer Intern I	85.00	85.00
	Planner		
	Supervising Senior Planner	166.00	166.00
	Senior Planner	132.00	132.00
	Planner I	83.00	83.00
	Scientist		
	Senior Environmental Scientist	109.00	109.00
	Environmental Scientist II	96.00	96.00
	Environmental Scientist I	86.00	86.00
	Senior Geologist	163.00	163.00
	Geologist II	112.00	112.00
	Geologist I	86.00	86.00
	Engineering Technician		
	Senior Engineering Technician	118.00	118.00
	Engineering Technician II	102.00	102.00
	Engineering Technician I	92.00	92.00
	Technician III	81.00	121.50
	Technician II	71.00	106.50
	Senior Resident Project Representative	122.00	122.00
	Resident Project Representative II	102.00	102.00
	Resident Project Representative I	86.00	129.00
	Clerical, Graphics, and Reproduction		
	Administrative Manager	87.00	87.00
	Administrative Coordinator II	78.00	78.00
	Administrative Coordinator I	72.00	108.00
	Administrative Specialist II	64.00	96.00
	Administrative Specialist I	58.00	87.00
	Technical Intern II	58.00	87.00
	Technical Intern I	52.00	78.00
	Graphic Designer I	67.00	100.50
	Graphic Designer II	72.00	72.00
	CADD Manager	112.00	112.00
	IS & T Manager	120.00	120.00
	IS Technician II	87.00	87.00
	IS Technician I	75.00	112.50
Surveying Services	Senior Survey Manager	147.00	147.00
	Land Surveyor III	114.00	114.00
	Land Surveyor II	102.00	102.00
	Survey Technician III	80.00	120.00
	Survey Technician II	70.00	105.00
	Survey Technician I	57.00	85.50

STANDARD BILLING RATE SCHEDULE - Q26

RATES EFFECTIVE THROUGH MAY 31, 2015

EQUIPMENT RATES	
Company Vehicle: highway miles - Pickups/SUV/4WD	\$.74/mile
highway miles - Sedans	\$.59/mile
on-site mileage	\$.59/mile plus \$5.00/hour
Private Vehicle	\$.56/mile
ATV/Snowmobile	\$50.00/day
UTV	\$100.00/day
GPS (2 Receivers)	\$240.00/day
Total Station	\$80.00/day
Robotic Total Station	\$240.00/day
HYDROLOGICAL EQUIPMENT	
Conductivity Meter	\$15.00/day
Disposable Bailers	\$10.00/each
Dissolved Oxygen Meter	\$20.00/day
PH Meter	\$15.00/day
PH/Temp/Conductivity Meter	\$25.00/day
Water Sample Fee	\$10.00/each
In Situ Level Troll 700	\$63.00/day, \$250.00/week
AquaCalc Pro	\$60.00/day, \$120.00/week
Marsh McBirney 2000 Flowmeter	\$60.00/day, \$120.00/week
Global Water FP 111 Flowmeter	\$25.00/day, \$75.00/week
Submersible Pump (Redi Flo 2)	\$155.00/day
Water Level Meter, 300 Ft	\$25.00/day, \$50.00/week
Water Level Meter, 500 Ft	\$35.00/day, \$75.00/week
Oil/Water Interface Well Probe	\$40.00/day, \$120.00/week
Hach Flo-Dar (logger & sensor)	\$400.00/week, \$1,000.00/month
Rain Gauge Sensor	\$15.00/week, \$60.00/month
Nuclear Density Meter	\$10.00/hour, \$35.00/day

PRINTING EXPENSES	
Black & White Copies	\$.10/8.5x11, \$.20/11x17, \$.13/8.5x14
Color Copies	\$.20/8.5x11, \$.40/11x17, \$.20/8.5x14
Binding	\$.25/each
Lamination	\$1.00/each
Cover Stock	\$.10/each
Acetate	\$.30/each
Tabs	\$.10/each
Oversize Print Black & White	\$5.00/each
Oversize Print Color	\$6.00/each
Print & Basic Mount	\$12.00/each
Print & Machine Mount	\$20.00/each
Print, Machine & Laminate White Board	\$32.00/each
Print, Machine & Laminate Black Board	\$35.00/each
Foam Board	\$3.50/each
Small View Binder	\$5.00/each
Large View Binder	\$10.00/each
MISCELLANEOUS EXPENSE	
Lodging	Current Rates
Meals	\$40.00/day
Technology and Communications	\$6.00 per labor hour
Apartment Rent	\$200.00/day

Materials and other direct costs will be invoiced at current rates plus a 10% handling fee. Included as direct costs are the following:

- * Approved employee meals, lodging, transportation
- * Premium delivery service (UPS, Federal Express, etc.)
- * Testing supplies
- * Premiums for Special Insurance, Performance Bonds, etc.
- * Other out-of-pocket expenses
- * Consultants

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

Section 9. Materials and Other Direct Costs.

Materials and other direct costs will be invoiced at current rates, plus a ten percent (10%) handling fee. Included as direct costs are the following:

- A. Approved Employee Meals, Lodging, Transportation
- B. Premium Delivery Service (UPS, Federal Express, etc.)
- C. Toll Communication Services (Telephone, Fax, etc.)
- D. Supplies
- E. Premiums for Special Insurance, Performance Bonds, etc.
- F. Other Out-of-Pocket Expenses
- G. Consultants

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

Appendix E

Project Schedule W.O. 15-01, Schedule 2, Sanitary Sewer Main Replacement Project

Based on a notice to proceed by Billings date no later than October 14, 2014, the completion date for the Engineer's work through final design shall be:

1. Preliminary Engineering Services (30% Design): December 12, 2014
2. Preliminary Engineering Services (70% Design): January 30, 2015
3. Preliminary Engineering Services (90% Design): February 27, 2015
4. Final Engineering Services (100% Design): March 16, 2015
5. Construction Services to be based on Contractor Schedule.

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

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

Appendix F

**Certificate(s) of Insurance
W.O. 15-01, Schedule 2, Sanitary Sewer Main Replacement Project**

Attach Certificate(s) of Insurance

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Regular City Council Meeting

Meeting Date: 10/14/2014

TITLE: Airline Operating Permit with Mesa Airlines, Inc.

PRESENTED BY: Tom Binford, Director of Aviation & Transit

Department: Airport

PROBLEM/ISSUE STATEMENT

Mesa Airlines, Inc. will operate at Billings Logan International Airport as a United Airlines, Inc. affiliate and United Express carrier. To ensure that specific operating requirements will continue to be met, a standard Scheduled Airline Operating Permit between the City of Billings and Mesa is required. The Operating Permit ensures that the airline follows certain operating parameters and procedures, including providing proof that the proper insurance coverage is in place. The Permit is automatically renewable for one-year periods, unless there have been no operational activities for one year, or either party chooses to cancel the Permit with 30 days written notice. A copy of the Operating Permit is on file in the City Clerk's Office.

ALTERNATIVES ANALYZED

City Council may:

- Approve the Operating Permit with Mesa Airlines, Inc.; or
- Disapprove the Operating Permit with Mesa Airlines, Inc.

FINANCIAL IMPACT

Under the new Operating Permit, Mesa would not lease any new space in the Terminal Building, but would operate from space currently leased by United, the airline affiliate contracting its services. Mesa will basically be treated as just another United operation, and all the common space rentals generated by Mesa will be paid by the airline for which it works.

RECOMMENDATION

Staff recommends that City Council approve and the Mayor execute the Scheduled Airline Operating Permit with Mesa Airlines, Inc.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 10/14/2014

TITLE: Amendment to Subdivision Improvement Agreement for Popelka Commerce Center Subdivision, 2nd Filing

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

Popelka Commerce Center Subdivision, 2nd Filing, located on the north side of King Avenue East and west of South Billings Boulevard, was platted and recorded in August 2014. The Subdivision Improvements Agreement (SIA) recorded with the plat has several places where the wrong lot was referenced when describing a location on the plat. These incorrect references cause confusion when reading the SIA and referencing the plat because the two do not match.

The applicant has submitted the corrected sections of the SIA. The modifications are attached to this staff report, and shown as underlined and crossed out text of the appropriate SIA sections.

The City Subdivision Regulations, Section 23-1103, BMCC, describes the procedure for amending recorded SIAs and other supporting plat documents. It indicates that after a request to amend a document is received and reviewed by affected agencies, the Planning Division shall submit a recommendation to the City Council. The City Council may approve the request if it does not significantly alter the original approval and does not conflict with the review criteria set forth in these regulations.

ALTERNATIVES ANALYZED

City Council may:

- Approve the request to amend the SIA for Popelka Commerce Center Subdivision, 2nd Filing; or
- Deny the request to amend the SIA for Popelka Commerce Center Subdivision 2nd Filing.

FINANCIAL IMPACT

Approval of the amendment to the SIA would not have a financial impact to the City.

RECOMMENDATION

Staff recommends that City Council approve the amendment to the Subdivision Improvements Agreement for Popleka Commerce Center Subdivision, 2nd Filing.

APPROVED BY CITY ADMINISTRATOR

Recorded Plat of Popelka page 1

Recorded Plat of Popelka page 2

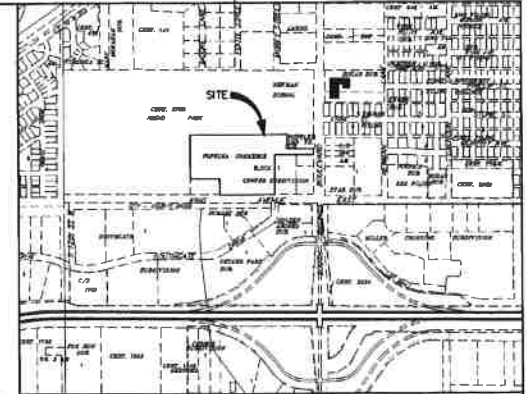
SIA Amendments

Recorded SIA

PLAT OF
POPELKA COMMERCE CENTER SUBDIVISION, SECOND FILING
 BEING LOT 3A, BLOCK 1, OF AMENDED PLAT OF LOTS 3 AND 4, BLOCK 1, POPELKA COMMERCE CENTER SUBDIVISION,
 SITUATED IN THE SE 1/4 OF SECTION 8, T. 1 S., R. 26 E., P.M.M.,
 IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : POPELKA ENTERPRISES, LLC.
 PREPARED BY : SANDERSON STEWART

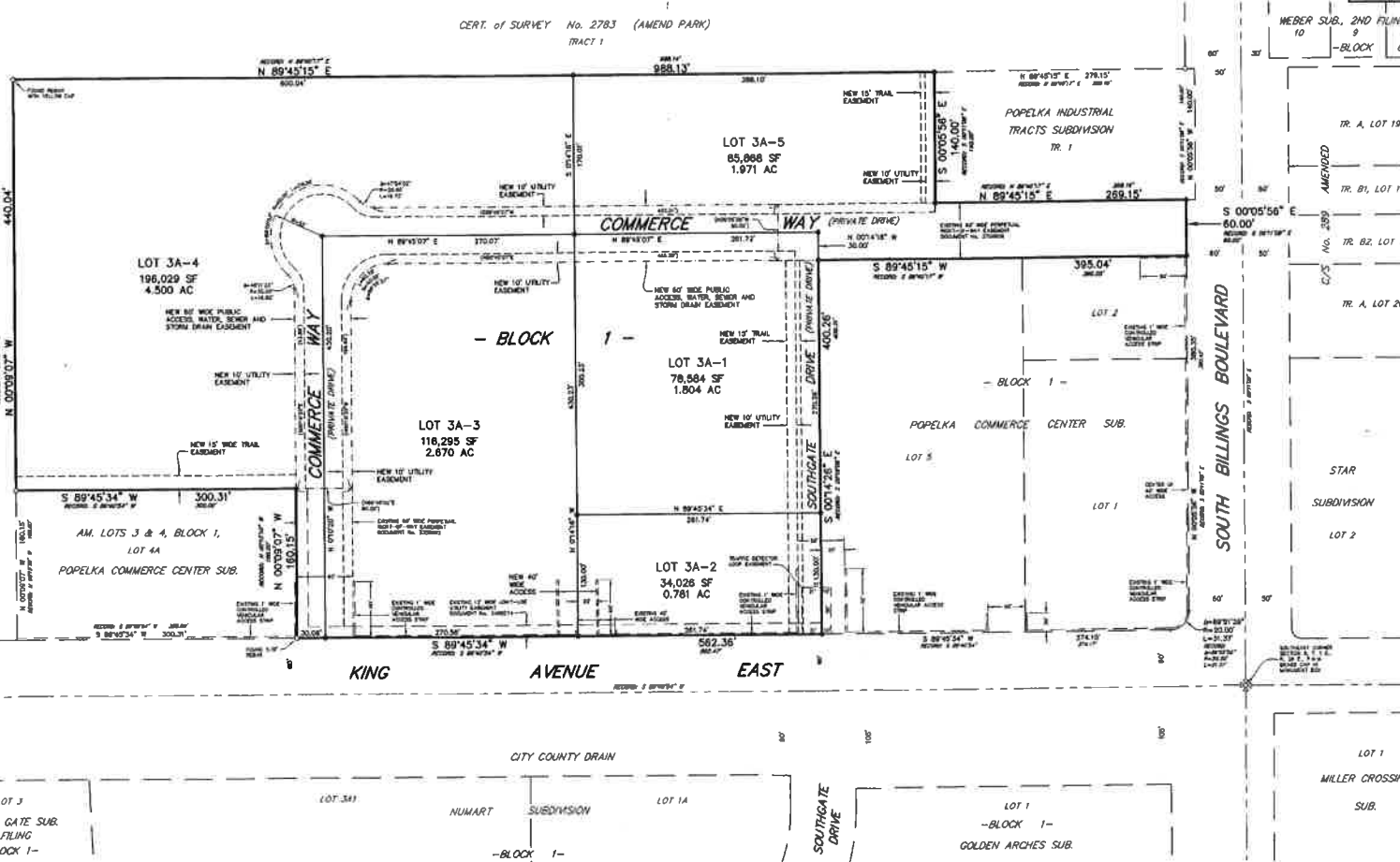
JUNE, 2014
 BILLINGS, MONTANA



VICINITY MAP
 NOT TO SCALE

CERT. of SURVEY No. 2783 (AMEND PARK)
 TRACT 1

CERT. of SURVEY No. 2783 (AMEND PARK)
 TRACT 1



WEBER SUB. 2ND FILING
 10 9 6
 -BLOCK 6-
 TR. A, LOT 19
 TR. B1, LOT 19
 TR. B2, LOT 19
 TR. A, LOT 20

THE BASIS OF BEARINGS FOR THIS SURVEY HAS BEEN DERIVED FROM GPS OBSERVATIONS AND IS BASED ON A HAD 83. LAURENT CONFORMAL CONIC, SINGLE PARALLEL, LOW DISTORTION PROJECTION FOR THE CITY OF BILLINGS, HAVING A POINT OF ORIGIN AT 43°47'00" N LATITUDE AND 108°25'00" W LONGITUDE WITH A SCALE FACTOR OF 1.000015. DISTANCES ARE GRID, INTERNATIONAL FEET, GRID TO GROUND CORRECTION FACTOR IS 1.000031. THE CONVERGENCE ANGLE AT THE SOUTHEAST CORNER OF SECTION 8 = -0°05'07"

- FOUND SURVEY MONUMENT, REBAR WITH YELLOW CAP MARKED "ENGINEERING INC 9960LS", OR AS NOTED
- SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"

NOTE: ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.



SCALE: 1" = 60'



SP 3713010
 SANDERSON STEWART
 LICENSED LAND SURVEYOR
 MONTANA

PLAT OF
POPELKA COMMERCE CENTER SUBDIVISION, SECOND FILING
 BEING LOT 3A, BLOCK 1, OF AMENDED PLAT OF LOTS 3 AND 4, BLOCK 1, POPELKA COMMERCE CENTER SUBDIVISION,
 SITUATED IN THE SE1/4 OF SECTION 8, T. 1 S., R. 26 E., P.M.M.,
 IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : POPELKA ENTERPRISES, LLC.

JUNE, 2014

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
 County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing PLAT OF POPELKA COMMERCIAL CENTER SUBDIVISION, SECOND FILING, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of the Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF BILLINGS, MONTANA, this 23rd day of July, 2014.

CITY OF BILLINGS, MONTANA

By: Shawn W. Beal
 Mayor

Attest: Cari Martin
 City Clerk



NOTICE OF APPROVAL

STATE OF MONTANA)
 County of Yellowstone)

This plat has been approved for filing by the Yellowstone County Board of Planning and conforms to the recommendations of this board.

[Signature]
 Date: _____ President

[Signature]
 Executive Secretary



CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that annexed and foregoing plat conforms with Section 76-4-125(2)(a), M.C.A., for the removal of sanitary restrictions since the plat is inside a master planning area and said lots will be provided with municipal facilities for the supply of water and the disposal of sewage and solid waste.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this 16th day of July, 2014.

[Signature]
 City Engineer's Office

ERRORS AND OMISSIONS REVIEW

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

[Signature] 07/15/2014
 Examining Land Surveyor Date



CERTIFICATE OF DEDICATION

STATE OF MONTANA)
 County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned owner of the following described tract of land, does hereby certify that it has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the SE1/4 of Section 8, T. 1 S., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to-wit:

Lot 3A, Block 1 of Amended Plat of Lots 3 and 4, Block 1, Popelka Commercial Center Subdivision, according to the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3328536.

There is no park requirement for this commercial subdivision.

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

POPELKA ENTERPRISES, LLC.

By: Robert J. Penner

Title: Managing Member

By: Adrienne D. Spitzer

Title: Managing Member

STATE OF MONTANA)
 County of Yellowstone)

On this 16 day of July, 2014, before me, the undersigned Notary Public for the State of Montana, personally appeared Robert J. Penner and Adrienne D. Spitzer, known to me to be the persons who signed the foregoing instrument as Managing Member and Managing Member of POPELKA ENTERPRISES, LLC, and acknowledged to me that said corporation executed the same, witness my hand and seal the day and year herein above written.



[Signature]
 Notary Public in and for the State of Montana

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
 County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of March, 2014, a survey was performed under his supervision of a tract of land to be known as POPELKA COMMERCIAL CENTER SUBDIVISION, SECOND FILING, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act, said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the gross area and the net area is 11,720 acres.

SANDERSON STEWART

By: [Signature]

Montana License No. 18722-08

Date: July 10, 2014



SUBDIVISION IMPROVEMENTS AGREEMENT

Document No. 3713011

PERPETUAL ACCESS EASEMENT

Document No. 3713012

SP 3713010
 07/01/2014 02:46:00 PM
 07/01/2014 02:46:00 PM

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

MODIFICATION OF SUBDIVISION IMPROVEMENTS AGREEMENT PEPELKA COMMERCE CENTER SUBDIVISION, SECOND FILING

This Modification of Subdivision Improvements Agreement (this "Modification") is made this _____ day of _____, 2014, by and between **PEPELKA ENTERPRISES, LLC**, whose address for the purpose of this agreement is PO Box 50126, Billings, MT 59102 hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Montana, hereinafter referred to as "City".

RECITALS

WHEREAS, the plat of Popelka Commerce Center Subdivision, Second Filing (the "Subdivision"), located in the City of Billings, Yellowstone County, Montana, is subject to the terms of that certain Subdivision Improvements Agreement by and between the Subdivider and City recorded August 1, 2014, under Document No. 3713010 in the office of the Yellowstone County Clerk and Recorder (the "Agreement"); and

WHEREAS, the Agreement has been previously modified and recorded July 28, 2014, under Document No. 3713011, in the office of the Yellowstone County Clerk and Recorder; and

WHEREAS, pursuant to Section X. H of the Agreement, the Agreement may be modified in writing and executed in the same manner as the Agreement.

AGREEMENT

The parties hereby agree as follows:

1. Amendment. Section II. C; Section III. E, paragraph 1; and Section III. F; of the Agreement shall be deleted and replaced with the following:

II. CONDITIONS THAT RUN WITH THE LAND

- C. A Storm Water Pollution Prevention Plan (SWPPP) will be required prior to any ground disturbing activity for each lot, if the disturbed area is to be greater than one acre. Lots ~~3A-3 and~~ 3A-4 will be required to complete a SWPPP^s regardless of area disturbed due to the proximity of the Suburban Ditch (Section 28-401(a), BMCC). The SWPPP(s) shall be submitted for review and approval by the City Environmental Affairs Division prior to submission to Montana Department of Environmental Quality.

III. TRANSPORTATION

E. Access

Four accesses will be permitted from King Avenue East. One 40-foot wide access opening (right-in/right-out) centered 200 feet east of the east line of Lot ~~3A-1~~ 3A-2, a 50-foot wide full access opening will be centered on the east line of Lot ~~3A-1~~ 3A-2, a 40-foot wide access opening (right-in/right-out) centered on the west line of Lot ~~3A-1~~ 3A-2, and a 60-foot wide full access opening centered on the west line of Lot ~~3A-2~~ 3A-3.

F. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway and Trail Master Plan identifies a proposed bike trail connecting the existing trail along Southgate Drive through the Popelka Commerce Center to Amend Park. Bike trails will be constructed within a 15 foot wide trail easement. The trail easements are shown on the plat along the east side of ~~Lot 3A-1~~ Lots 3A-1 and 3A-2, the east side of Lot 3A-5, and the south side of Lot ~~3A-3~~ 3A-4. Trail easements can be relocated at the time of development if agreed to by the developer and the City.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

“SUBDIVIDER”

POPELKA ENTERPRISES, LLC.

By: _____

By: _____

Its: _____

Its: _____

STATE OF MONTANA)

: ss

County of Yellowstone)

On this ____ day of _____, 2014, before me, a Notary Public for the State of Montana, personally appeared _____, known to me to be the person who executed the foregoing instrument as the _____ of POPEKLA ENTERPRISES, LLC., and who acknowledged to me that said company executed the same.

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

Notary Public in and for the State of Montana

Printed Name: _____

Residing at: _____

My commission expires: _____

“CITY”

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this _____ day of _____, 2014, before me, a Notary Public for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana whose names are subscribed to in the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

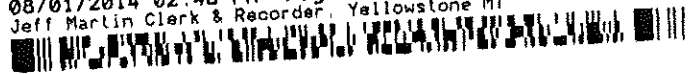
Approved as to Form:

City Attorney

SIA

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08/01/2014 02:48 PM Pages: 1 of 13 Fees: 5 00
Jeff Martin Clerk & Recorder, Yellowstone MT



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

**SUBDIVISION IMPROVEMENTS AGREEMENT
PLAT OF POPELKA COMMERCE CENTER SUBDIVISION,
SECOND FILING
CITY OF BILLINGS
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SIA

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**SUBDIVISION IMPROVEMENTS AGREEMENT
PLAT OF POPELKA COMMERCE CENTER SUBDIVISION,
SECOND FILING**

THIS AGREEMENT is made and entered into this 28th day of July, 2014, by and between **POPELKA ENTERPRISES, LLC**, whose address for the purpose of this Agreement is P.O. Box 50126 Billings, Montana 59102, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of Popelka Commerce Center Subdivision, Second Filing, located in the City of Billings, Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on the 14 day of APRIL, 2014, the City Council conditionally approved a preliminary plat of Popelka Commerce Center Subdivision, Second Filing; and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to approval of the final plat; and

WHEREAS, the real property affected by the proposed amended plat is covered by and subject to the terms and conditions of that certain Subdivision Improvements Agreement and Waiver between Popelka Enterprises, LLC as "Owners and Subdividers" and the City of Billings as "City," dated the 27th day of January, 2003, and recorded the 3rd day of September, 2003, under Document No. 3250441 for Popelka Commerce Center Subdivision, all in records of Yellowstone County; and

WHEREAS, the real property affected by the proposed amended plat is covered by and subject to the terms and conditions of that certain Perpetual Right-of-Way



Easement dated the 12th day of September, 2005, and recorded the 6th day of November, 2005, under Document No. 3356092 for Popelka Commerce Center Subdivision, all in records of Yellowstone County; and

WHEREAS, the real property affected by the proposed amended plat is covered by and subject to the terms and conditions of that certain Perpetual Right-of-Way Easement dated the 12th day of November, 2013, and recorded the 3rd day of March, 2014, under Document No. 3700606 for Popelka Commerce Center Subdivision, all in records of Yellowstone County; and

WHEREAS, the provisions of this agreement shall be effective and applicable to the Popelka Commerce Center Subdivision, Second Filing upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The subdivision shall comply with all requirements of the City of Billings subdivision regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

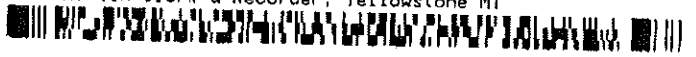
I. VARIANCES

Subdivider has requested, and the City hereby grants, the following variance by the City Council from the strict interpretation of the City's Subdivision Regulations (Section 23.1101, BMCC):

None requested.

II. CONDITIONS THAT RUN WITH THE LAND

- A. Lot owners should be aware that a letter updating the Traffic Impact Study dated April 2001 will be required to identify traffic impacts created by the development of each lot.
- B. Lot owners should be aware that a preliminary geotechnical investigation has not been performed. A geotechnical analysis will be required on a lot by lot basis at the time of development.
- C. A Storm Water Pollution Prevention Plan (SWPPP) will be required prior to any ground disturbing activity for each lot, if the disturbed area is to be greater than one acre. Lots 3A-3 and 3A-4 will be required to complete SWPPP's regardless of area disturbed due to the proximity of the Suburban Ditch (Section 28-401(a), BMCC). The SWPPP(s) shall be



submitted for review and approval by the City Environmental Affairs Division prior to submission to Montana Department of Environmental Quality.

- D. Permission from the Suburban Ditch Company and any other permits deemed necessary by the DNRC, Army Corps of Engineers, and/or Montana DEQ such as the joint application, shall be submitted to the Environmental Affairs Division.
- E. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the City of Billings *Stormwater Management Manual*.
- F. In the event that a particular developer chooses to build more than one building on each lot, that developer will be required to go through the master site plan review process for the lot in question.
- G. The Suburban Ditch passes through the northwest corner of Lot 3A-4. At the time of development of Lot 3A-4 the developer of said lot shall obtain approval from the Suburban Ditch Company for any plan that would alter the ditch in any way from its current location and condition. In the event the ditch were to be relocated, the developer shall coordinate with the ditch company to relocate the ditch and create an easement for the ditch if required.
- H. Permission from the Suburban Ditch Company and any other permits deemed necessary by the DNRC, Army Corps of Engineers, and/or Montana DEQ such as the joint application shall be submitted to the Environmental Affairs Division.

III. TRANSPORTATION

A. Streets

Subdivider and City agree that the required street improvements are as follows:

1. According to the *Billings Urban Area 2009 Transportation Plan*, King Avenue East is classified as a minor arterial and South Billings Boulevard is classified as a principal arterial. King Avenue East and South Billings Boulevard are currently fully improved and no additional improvements will be required as part of this subdivision.

2. Access to the lots is provided by King Avenue East, South Billings Boulevard, and Commerce Way (private drive). All internal access roads and site improvements within the subdivision will be in accordance with the City of Billings Site Development Ordinance, City Zoning Ordinance, the Uniform Building Code, the *Stormwater Management Manual dated February 2011*, and other applicable City codes, rules, and regulations.
3. Survey monuments shall be installed as required by City ordinance and the rules and regulations of the State of Montana.

B. Sidewalks

Sidewalks along the King Avenue East and South Billings Boulevard frontages currently exist and no additional sidewalk improvements will be required along the King Avenue East and South Billings Boulevard frontages as part of this subdivision.

Within the subdivision, sidewalks will be required along the internal streets providing access from the adjacent public rights-of-way to the business sites, as is required by State Statute, to comply with the Americans with Disabilities Act.

Sidewalks within the subdivision will not be installed until building construction occurs on the lots, and the said responsibility for said installation will be with the owners of the lots at time of development. Sidewalks shall be a minimum of five-feet wide with five-foot boulevard between curb and sidewalk. Handicap ramps shall be installed at the time of street and parking lot construction for all appropriate locations within the subdivision.

C. Street Lighting

Street lights along the King Avenue East and South Billings Boulevard frontages currently exist and no additional street light improvements will be required along the King Avenue East and South Billings Boulevard frontages as part of this subdivision. No additional street lighting is required as part of this subdivision.

D. Traffic Control Devices

It is anticipated that a future traffic signal and southbound auxiliary left-turn lane would be the recommended improvements for full-buildout of



the Popelka Commerce Center Subdivision. A contribution of \$13,800 was provided to the City at the time of the original subdivision of the Popelka Commerce center. This contribution was received by the City as the total contribution for all future lots developed within the Popelka Commerce Center towards a future traffic signal. Based on this understanding, Lot 5 did not provide a contribution towards future traffic signal improvements when it was developed.

It is anticipated that as Lots 3A-1 through 3A-5 are developed they will be covered by the initial contribution of \$13,800.00 by the Popelka Commerce Center and will not be required to provide additional contributions towards the future traffic signal.

Per Section II, A Conditions that Run with the Land, a letter updating the April, 2001 Traffic Impact Study will be required for the development of each lot in the Popelka Commerce Center. If traffic studies indicate that traffic generated by the proposed development of a lot will exceed the originally projected traffic estimates by more than ten percent additional development fees may be required towards the future signal.

Traffic control devices for the private internal streets and parking lots will be included as part of the site development.

E. Access

Four accesses will be permitted from King Avenue East. One 40-foot wide access opening (right-in/right-out) centered 200 feet east of the east line of Lot 3A-1, a 50-foot wide full access opening will be centered on the east line of Lot 3A-1, a 40-foot wide access opening (right-in/right-out) centered on the west line of Lot 3A-1, and a 60-foot wide full access opening centered on the west line of Lot 3A-2.

On South Billings Boulevard, two access openings will be allowed. One access opening will be 150 feet north of King Avenue East (right-in/right-out) and the other (full access) will be centered 500 feet north of King Avenue East.

The interior access roads within the Popelka Commerce Center development will provide the network for traffic circulation and connection with the above-described accesses to King Avenue East and South Billings Boulevard per the Conditions and Reciprocal Easements filed with the original subdivision plat under records of the Yellowstone County Clerk and Recorder, Document Nos. 3328536, 3356092, and 3700606.



F. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway and Trail Master Plan identifies a proposed bike trail connecting the existing trail along Southgate Drive through the Popelka Commerce Center to Amend Park. Bike trails will be constructed within a 15 foot wide trail easement. The trail easements are shown on the plat along the east side of Lot 3A-1, the east side of Lot 3A-5, and the south side of Lot 3A-3. Trail easements can be relocated at the time of development if agreed to by the developer and the City.

G. Public Transit

Internal street circulation and interconnectivity will be provided for the Popelka Commerce Center. This will, in turn, provide sidewalks for pedestrians to access public transit routes. No other specific public transit provisions are proposed at this time.

IV. EMERGENCY SERVICE

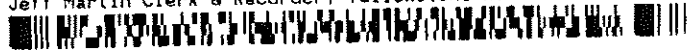
Emergency services will be provided by the City of Billings. Internal streets will be designed to allow access to all proposed building pads. Also, a looped public water main system with hydrants will be constructed within the development. The hydrants shall be maintained in accordance to the most current adopted fire code requirements by the Subdivider.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the *Stormwater Management Manual (February 2011)* and Section 23-706, BMCC, and shall be in accordance with the recommendations of the approved storm drain study to be submitted to the Engineering Division at the time of site development. Stormwater will be handled on site through surface flow on the streets and parking lots; collection through a network of catch basins, inlets, and piping; stormwater detention/retention and discharge to the City's storm drain at the discharge rates allowed by the *Stormwater Management Manual (February 2011)*.

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains or sanitary sewers. The property owner



shall make application for extension/connection of water mains and sanitary sewer to the Public Works Department – Engineering Division. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction, and prior to review and approval of any project plans and specifications.

The developer/owner acknowledges that the subdivision shall be subject to the applicable system development fees and franchise fees in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.), shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department, and the Montana Department of Environmental Quality.

A. Water

Currently, a 12-inch water main originating in South Billings Boulevard and extending to the west to the west property line of Lot 5 exists in Commerce Way. Also, an 8-inch water main exists in Commerce Way from King Avenue East to the north boundary of the perpetual right-of-way easement filed under Yellowstone County Clerk and Recorder, Document #: 3356092. The 8-inch and 12-inch water lines will be looped at the time that Commerce Way is completed. Also at that time, separate domestic water services will be provided for each building from the water main in Commerce Way.

B. Sanitary Sewer

Currently, an 8-inch sanitary sewer main exists in Commerce Way from King Avenue East to the north boundary of the perpetual right-of-way easement filed under Yellowstone County Clerk and Recorder, Document No. 3356092.

The existing 8-inch sewer main will be extended to the lots within the subdivision with separate sewer services provided to each individual building site within the development.

C. Power, Telephone, Gas, and Cable Television

All power, telephone, gas, and cable television lines within the public right-of-way shall be installed underground prior to street paving.

Appropriate utility easements will be provided across the subdivision lots for service to the proposed development.

VII. PARKS/OPEN SPACE

Section 76-3-621 of the Montana Subdivision and Platting Act covers the park dedication requirement. Paragraph (3)(c) states that a minor plat with all nonresidential parcels may not require parkland dedication. No on-site parkland will be dedicated as part of this minor plat.

VIII. IRRIGATION

The Suburban Ditch crosses the northwest corner of the property. When the property crossed by the ditch is developed, the developer shall coordinate with the ditch company to relocate the ditch or put it underground if necessary.

IX. SOILS/GEOTECHNICAL STUDY

A preliminary geotechnical investigation has not been performed. A geotechnical analysis will be required on a lot by lot basis at the time of development.

X. LEGAL PROVISIONS

- A. Subdivider agrees to provide for any necessary adjustments or alterations to existing improvements which are necessary and limited to those improvements required to make the improvements contemplated by this agreement without cost to the City of Billings. The water and sewer mains, storm drains, and streets shall be sized, designed, and installed in conformance with City of Billings design standards and with the provisions of the Montana Public Works Standard Specifications.
- B. Subdivider agrees to notify the City engineer of the date and hour construction is anticipated to begin on the required improvements and to keep the City engineer informed of the progress of construction. If the construction is stopped for any other reason than overnight, holidays, and weekends, the Subdivider agrees to notify the City engineer of stoppage. Further, Subdivider agrees to notify the City engineer not less than four hours before construction is scheduled to resume.
- C. Except as otherwise provided, Subdivider shall install and construct said required improvements utilizing the mechanics of a special improvement district or private contracts secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the



contracting parties pursuant to said special improvement district or private contract, and the improvements shall be installed as approved by the City engineer and Utility Department Manager.

- D. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the City of Billings by a requirement that the contractor must guarantee improvements for a period of one year after final acceptance by the City of Billings.
- E. The owners of the properties involved in this proposed subdivision, by signature subscribed herein below, agree, consent, and shall be bound by the provisions of this agreement.
- F. The covenants, agreements, and all statements in this agreement apply to and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.
- G. In the event it becomes necessary for either party to this agreement to retain an attorney to enforce any of the terms or conditions of the agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
- H. Any amendments or modifications of this agreement, or any provisions herein, shall be made in writing and executed in the same manner at this original document and shall, after execution, become part of this agreement.
- I. Subdivider shall comply with all federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.



IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

“SUBDIVIDER”

PEPELKA ENTERPRISES, LLC

By: Robert A. Popelka

By: Patricia D. Sanford

Its: Managing Member

Its: Managing Member

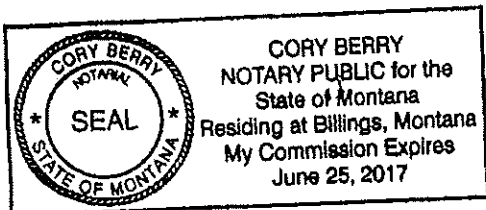
STATE OF MONTANA)

: ss

County of Yellowstone)

On this 10 day of July, 2014, before me, a Notary Public for the State of Montana, personally appeared Robert A. Popelka, known to me to be the person who executed the foregoing instrument as the Patricia D Sanford / managing member of **PEPELKA ENTERPRISES, LLC**, and who acknowledged to me that said company executed the same.

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



Cory Berry

Notary Public for the State of Montana

Printed name: Cory Berry

Residing in Billings, Montana

My commission expires: 6/25/17

SIA

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08/01/2014 02:48 PM Pages: 1 of 13 Fees: 5.00
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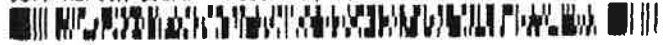
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WITNESSETH:

WHEREAS, the plat of Popelka Commerce Center Subdivision, Second Filing, located in the City of Billings, Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on the 14 day of APRIL, 2014, the City Council conditionally approved a preliminary plat of Popelka Commerce Center Subdivision, Second Filing; and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to approval of the final plat; and

WHEREAS, the real property affected by the proposed amended plat is covered by and subject to the terms and conditions of that certain Subdivision Improvements Agreement and Waiver between Popelka Enterprises, LLC as "Owners and Subdividers" and the City of Billings as "City," dated the 27th day of January, 2003, and recorded the 3rd day of September, 2003, under Document No. 3250441 for Popelka Commerce Center Subdivision, all in records of Yellowstone County; and

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WHEREAS, the real property affected by the proposed amended plat is covered by and subject to the terms and conditions of that certain Perpetual Right-of-Way Easement dated the 12th day of November, 2013, and recorded the 3rd day of March, 2014, under Document No. 3700606 for Popelka Commerce Center Subdivision, all in records of Yellowstone County; and

WHEREAS, the provisions of this agreement shall be effective and applicable to the Popelka Commerce Center Subdivision, Second Filing upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The subdivision shall comply with all requirements of the City of Billings subdivision regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

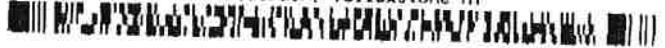
I. VARIANCES

Subdivider has requested, and the City hereby grants, the following variance by the City Council from the strict interpretation of the City's Subdivision Regulations (Section 23.1101, BMCC):

None requested.

II. CONDITIONS THAT RUN WITH THE LAND

- A. Lot owners should be aware that a letter updating the Traffic Impact Study dated April 2001 will be required to identify traffic impacts created by the development of each lot.
- B. Lot owners should be aware that a preliminary geotechnical investigation has not been performed. A geotechnical analysis will be required on a lot by lot basis at the time of development.
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submitted for review and approval by the City Environmental Affairs Division prior to submission to Montana Department of Environmental Quality.

- D. Permission from the Suburban Ditch Company and any other permits deemed necessary by the DNRC, Army Corps of Engineers, and/or Montana DEQ such as the joint application, shall be submitted to the Environmental Affairs Division.
- E. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the City of Billings *Stormwater Management Manual*.
- F. In the event that a particular developer chooses to build more than one building on each lot, that developer will be required to go through the master site plan review process for the lot in question.
- G. The Suburban Ditch passes through the northwest corner of Lot 3A-4. At the time of development of Lot 3A-4 the developer of said lot shall obtain approval from the Suburban Ditch Company for any plan that would alter the ditch in any way from its current location and condition. In the event the ditch were to be relocated, the developer shall coordinate with the ditch company to relocate the ditch and create an easement for the ditch if required.
- H. Permission from the Suburban Ditch Company and any other permits deemed necessary by the DNRC, Army Corps of Engineers, and/or Montana DEQ such as the joint application shall be submitted to the Environmental Affairs Division.

III. TRANSPORTATION

A. Streets

Subdivider and City agree that the required street improvements are as follows:

1. According to the *Billings Urban Area 2009 Transportation Plan*, King Avenue East is classified as a minor arterial and South Billings Boulevard is classified as a principal arterial. King Avenue East and South Billings Boulevard are currently fully improved and no additional improvements will be required as part of this subdivision.

2. Access to the lots is provided by King Avenue East, South Billings Boulevard, and Commerce Way (private drive). All internal access roads and site improvements within the subdivision will be in accordance with the City of Billings Site Development Ordinance, City Zoning Ordinance, the Uniform Building Code, the *Stormwater Management Manual dated February 2011*, and other applicable City codes, rules, and regulations.
3. Survey monuments shall be installed as required by City ordinance and the rules and regulations of the State of Montana.

B. Sidewalks

Sidewalks along the King Avenue East and South Billings Boulevard frontages currently exist and no additional sidewalk improvements will be required along the King Avenue East and South Billings Boulevard frontages as part of this subdivision.

Within the subdivision, sidewalks will be required along the internal streets providing access from the adjacent public rights-of-way to the business sites, as is required by State Statute, to comply with the Americans with Disabilities Act.

Sidewalks within the subdivision will not be installed until building construction occurs on the lots, and the said responsibility for said installation will be with the owners of the lots at time of development. Sidewalks shall be a minimum of five-feet wide with five-foot boulevard between curb and sidewalk. Handicap ramps shall be installed at the time of street and parking lot construction for all appropriate locations within the subdivision.

C. Street Lighting

Street lights along the King Avenue East and South Billings Boulevard frontages currently exist and no additional street light improvements will be required along the King Avenue East and South Billings Boulevard frontages as part of this subdivision. No additional street lighting is required as part of this subdivision.

D. Traffic Control Devices

It is anticipated that a future traffic signal and southbound auxiliary left-turn lane would be the recommended improvements for full-buildout of

the Popelka Commerce Center Subdivision. A contribution of \$13,800 was provided to the City at the time of the original subdivision of the Popelka Commerce center. This contribution was received by the City as the total contribution for all future lots developed within the Popelka Commerce Center towards a future traffic signal. Based on this understanding, Lot 5 did not provide a contribution towards future traffic signal improvements when it was developed.

It is anticipated that as Lots 3A-1 through 3A-5 are developed they will be covered by the initial contribution of \$13,800.00 by the Popelka Commerce Center and will not be required to provide additional contributions towards the future traffic signal.

Per Section II, A Conditions that Run with the Land, a letter updating the April, 2001 Traffic Impact Study will be required for the development of each lot in the Popelka Commerce Center. If traffic studies indicate that traffic generated by the proposed development of a lot will exceed the originally projected traffic estimates by more than ten percent additional development fees may be required towards the future signal.

Traffic control devices for the private internal streets and parking lots will be included as part of the site development.

E. Access

Four accesses will be permitted from King Avenue East. One 40-foot wide access opening (right-in/right-out) centered 200 feet east of the east line of Lot 3A-1, a 50-foot wide full access opening will be centered on the east line of Lot 3A-1, a 40-foot wide access opening (right-in/right-out) centered on the west line of Lot 3A-1, and a 60-foot wide full access opening centered on the west line of Lot 3A-2.

On South Billings Boulevard, two access openings will be allowed. One access opening will be 150 feet north of King Avenue East (right-in/right-out) and the other (full access) will be centered 500 feet north of King Avenue East.

The interior access roads within the Popelka Commerce Center development will provide the network for traffic circulation and connection with the above-described accesses to King Avenue East and South Billings Boulevard per the Conditions and Reciprocal Easements filed with the original subdivision plat under records of the Yellowstone County Clerk and Recorder, Document Nos. 3328536, 3356092, and 3700606.



F. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway and Trail Master Plan identifies a proposed bike trail connecting the existing trail along Southgate Drive through the Popelka Commerce Center to Amend Park. Bike trails will be constructed within a 15 foot wide trail easement. The trail easements are shown on the plat along the east side of Lot 3A-1, the east side of Lot 3A-5, and the south side of Lot 3A-3. Trail easements can be relocated at the time of development if agreed to by the developer and the City.

G. Public Transit

Internal street circulation and interconnectivity will be provided for the Popelka Commerce Center. This will, in turn, provide sidewalks for pedestrians to access public transit routes. No other specific public transit provisions are proposed at this time.

IV. EMERGENCY SERVICE

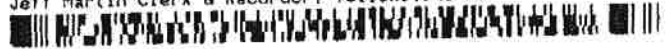
Emergency services will be provided by the City of Billings. Internal streets will be designed to allow access to all proposed building pads. Also, a looped public water main system with hydrants will be constructed within the development. The hydrants shall be maintained in accordance to the most current adopted fire code requirements by the Subdivider.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the *Stormwater Management Manual (February 2011)* and Section 23-706, BMCC, and shall be in accordance with the recommendations of the approved storm drain study to be submitted to the Engineering Division at the time of site development. Stormwater will be handled on site through surface flow on the streets and parking lots; collection through a network of catch basins, inlets, and piping; stormwater detention/retention and discharge to the City's storm drain at the discharge rates allowed by the *Stormwater Management Manual (February 2011)*.

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains or sanitary sewers. The property owner



shall make application for extension/connection of water mains and sanitary sewer to the Public Works Department – Engineering Division. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction, and prior to review and approval of any project plans and specifications.

The developer/owner acknowledges that the subdivision shall be subject to the applicable system development fees and franchise fees in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.), shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department, and the Montana Department of Environmental Quality.

A. Water

Currently, a 12-inch water main originating in South Billings Boulevard and extending to the west to the west property line of Lot 5 exists in Commerce Way. Also, an 8-inch water main exists in Commerce Way from King Avenue East to the north boundary of the perpetual right-of-way easement filed under Yellowstone County Clerk and Recorder, Document #: 3356092. The 8-inch and 12-inch water lines will be looped at the time that Commerce Way is completed. Also at that time, separate domestic water services will be provided for each building from the water main in Commerce Way.

B. Sanitary Sewer

Currently, an 8-inch sanitary sewer main exists in Commerce Way from King Avenue East to the north boundary of the perpetual right-of-way easement filed under Yellowstone County Clerk and Recorder, Document No. 3356092.

The existing 8-inch sewer main will be extended to the lots within the subdivision with separate sewer services provided to each individual building site within the development.

C. Power, Telephone, Gas, and Cable Television

All power, telephone, gas, and cable television lines within the public right-of-way shall be installed underground prior to street paving.

Appropriate utility easements will be provided across the subdivision lots for service to the proposed development.

VII. PARKS/OPEN SPACE

Section 76-3-621 of the Montana Subdivision and Platting Act covers the park dedication requirement. Paragraph (3)(c) states that a minor plat with all nonresidential parcels may not require parkland dedication. No on-site parkland will be dedicated as part of this minor plat.

VIII. IRRIGATION

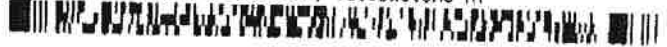
The Suburban Ditch crosses the northwest corner of the property. When the property crossed by the ditch is developed, the developer shall coordinate with the ditch company to relocate the ditch or put it underground if necessary.

IX. SOILS/GEOTECHNICAL STUDY

A preliminary geotechnical investigation has not been performed. A geotechnical analysis will be required on a lot by lot basis at the time of development.

X. LEGAL PROVISIONS

- A. Subdivider agrees to provide for any necessary adjustments or alterations to existing improvements which are necessary and limited to those improvements required to make the improvements contemplated by this agreement without cost to the City of Billings. The water and sewer mains, storm drains, and streets shall be sized, designed, and installed in conformance with City of Billings design standards and with the provisions of the Montana Public Works Standard Specifications.
- B. Subdivider agrees to notify the City engineer of the date and hour construction is anticipated to begin on the required improvements and to keep the City engineer informed of the progress of construction. If the construction is stopped for any other reason than overnight, holidays, and weekends, the Subdivider agrees to notify the City engineer of stoppage. Further, Subdivider agrees to notify the City engineer not less than four hours before construction is scheduled to resume.
- C. Except as otherwise provided, Subdivider shall install and construct said required improvements utilizing the mechanics of a special improvement district or private contracts secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the



contracting parties pursuant to said special improvement district or private contract, and the improvements shall be installed as approved by the City engineer and Utility Department Manager.

- D. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the City of Billings by a requirement that the contractor must guarantee improvements for a period of one year after final acceptance by the City of Billings.
- E. The owners of the properties involved in this proposed subdivision, by signature subscribed herein below, agree, consent, and shall be bound by the provisions of this agreement.
- F. The covenants, agreements, and all statements in this agreement apply to and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.
- G. In the event it becomes necessary for either party to this agreement to retain an attorney to enforce any of the terms or conditions of the agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
- H. Any amendments or modifications of this agreement, or any provisions herein, shall be made in writing and executed in the same manner at this original document and shall, after execution, become part of this agreement.
- I. Subdivider shall comply with all federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

Regular City Council Meeting

Meeting Date: 10/14/2014

TITLE: Approval of Amendment Two to Airport's Restaurant/Lounge Concession Agreement

PRESENTED BY: Tom Binford, Director of Aviation & Transit

Department: Airport

PROBLEM/ISSUE STATEMENT

On October 28, 2002, the City entered into a Restaurant/Lounge Concession Agreement with Air Host Billings, Inc. to operate the restaurant, lounge, and concourse deli in the Airport Terminal Building. This Agreement included a Mid-Term Refurbishment Clause that required Air Host to spend at least \$50,000 to maintain the appearance and furnishings of the facilities. Air Host had previously spent \$25,000 of the original \$50,000 refurbishment amount on equipment upgrades. Staff and Air Host compiled a list of items required to return the restaurant facilities to near new condition, as required in the Agreement. The improvements included mostly furnishings such as carpet, flooring, wall coverings, and counter finishes, plus some cabinetwork and small construction items. Air Host's cost for these additional items was approximately at \$70,000. Since this was approximately \$45,000 more than the remaining refurbishment amount that was required by the original Agreement, Air Host requested an additional two years of term over which to amortize the added costs. The City Council approved Amendment One on February 28, 2008, and extended the term to October 31, 2014. The Airport is currently engaged in long-term planning regarding improvements to the Airport's Terminal Building. The outcome of these planning efforts will likely have a significant impact on the size and location of the future food/beverage and news/gift concession programs. To allow adequate time to complete the long-term planning before future material changes are made in these concession programs, the Airport and Air Host desire to extend the term of the Agreement to January 31, 2016. Air Host also has the Airport's Gift Shop Concession, which expires January 31, 2016. Air Host would like to have the Restaurant Agreement expire at the same time as the Gift Shop Agreement since the planning effort could impact both concessions. A copy of Amendment Two is available for viewing in the City Clerk's office.

ALTERNATIVES ANALYZED

City Council may:

- Approve Amendment Two with Air Host, Inc.; or
- Disapprove Amendment Two with Air Host, Inc.

FINANCIAL IMPACT

The Amendment guarantees the collection of an additional fifteen months of concession revenues from Air Host. Additionally, Air Host has increased its revenue share with the Airport during this extension period, from the current 8% of annual gross revenues generated on the first \$800,000, and 9% on annual gross revenues over \$800,000, to 10% of annual gross revenues generated on the first \$800,000, and 11% on annual gross revenues over \$800,000. Current annual concession revenues for the Restaurant/Lounge Concession Agreement are approximately \$103,000. The additional percentage would add approximately \$25,000 to \$30,000 annually.

RECOMMENDATION

Staff recommends that Council approve Amendment Two to the Restaurant/Lounge Concession Agreement to allow adequate time for the Airport to complete the long-range planning regarding Terminal Building improvements. The Amendment extends the term for an additional fifteen (15) months and amends the expiration date to January 31, 2016.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 10/14/2014

TITLE: Acknowledge Receipt of Petition to Vacate a slope easement along Lot 21-A-2, Lake Hills Sub 12th Filing and set a public hearing

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

There is a City of Billings Slope Easement along Lot 21-A-2, Block 39, Lake Hills Subdivision 12th Filing. Clint Kegal, the owner of the lot, has petitioned that the slope easement be removed. When a street is constructed, it may be at a higher or lower elevation than the fronting property, and the landscaping is typically sloped back from the street to match existing grade. It appears this slope easement may have been put in place in order to extend Constellation Drive north of Riveroaks Drive. However, Constellation Drive will not go further than Riveroaks Drive due to the fact that there is no right of way and the area is fully developed. The property owner requested that the slope easement be vacated.

ALTERNATIVES ANALYZED

The Council may:

- Acknowledge receipt of petition to vacate the above mentioned right of way and set a public hearing for November 10, 2014; or,
- Do not acknowledge receipt of the petition and the vacation will be delayed.

FINANCIAL IMPACT

There is no financial impact to the City to acknowledge the petition and set a public hearing date.

RECOMMENDATION

Staff recommends that the City Council acknowledge receipt of the petition to vacate a slope easement and set a public hearing for November 10, 2014.

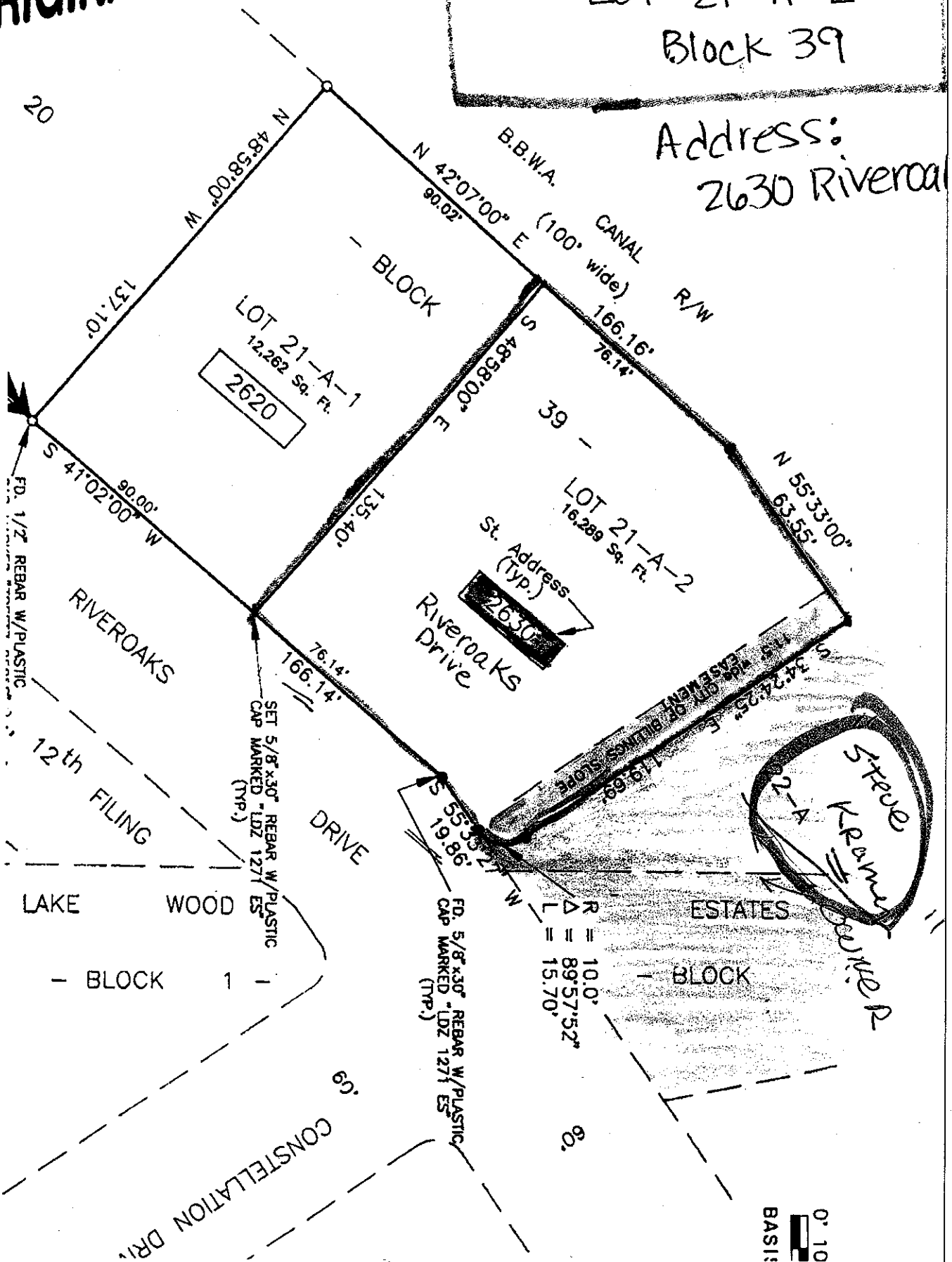
APPROVED BY CITY ADMINISTRATOR

Slope Easement Exhibit

ORIGINAL

Lakethills subdivision
12th Filing
Lot 21-A-2
Block 39

Address:
2630 Riveroaks



Regular City Council Meeting

Meeting Date: 10/14/2014

TITLE: Confirmation of Probationary Police Officers

PRESENTED BY: Rich St. John, Police Chief

Department: Police

PROBLEM/ISSUE STATEMENT

On September 3, 2013 Officers Tyler Bishop, Kodi Kaiser, Jack Brundell, Eric Schnellbach, Brian Weaver and Todd Clyatt were hired by the Billings Police Department as probationary police officers. According to MCA 7-32-4113, the probation period is for one year from the date of hire. At this time the officers have completed their one-year probation and, according to state statute, their names are to be submitted to City Council for confirmation. All of the supervisor comments concerning the officers' performance are positive; indicate they are doing a good job, and recommend confirmation.

ALTERNATIVES ANALYZED

Council may:

- Confirm the probationary police officers; or
- Do not confirm the probationary police officers. If the Council chooses to not confirm the officers, it may direct any questions or concerns to the Police Chief and table the item until the next Council meeting.

FINANCIAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council confirm Officers Tyler Bishop, Kodi Kaiser, Jack Brundell, Eric Schnellbach, Brian Weaver and Todd Clyatt as Billings Police Officers.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 10/14/2014

TITLE: Right-of-Way Easements: W.O. 13-15 Calhoun Road Improvements

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

W.O. 13-15 Calhoun Road Improvements is a project to reconstruct Calhoun and Simpson and is mostly funded by TIF funds from the SBURD. The improvements on Calhoun are to include a reconstructed street and overlay to provide two travel lanes, two way left turn lane, and bike lanes between Underpass Ave and King Ave East. Simpson Street improvements will include a reconstructed street. On both streets, new sidewalk and corner radii will be constructed.

There are several areas where right-of-way easements are required to install corner radiuses, install sidewalks, and provide space for fire hydrants. City staff has negotiated with some of these adjacent property owners and they have agreed to a right-of-way easement which is shown on the attached easement exhibits. Additional easements will be presented as negotiations are completed with the remainder of property owners.

ALTERNATIVES ANALYZED

City Council may:

- Approve the right-of-way easements, or;
- Disapprove the right-of-way easements. If the right-of-way easements are not approved, Several hydrants will have to be relocated, sidewalk can not be added on Simpson Street or on much of Calhoun, and corner radii will have to be constructed that will not meet or barely meet requirements for ADA Accessibility.

FINANCIAL IMPACT

There is no cost to the City for the right-of-way easements.

RECOMMENDATION

Staff recommends that the City Council approve the right-of-way easements.

APPROVED BY CITY ADMINISTRATOR

Anderson

Braaten

Fredrickson_Hopkins

Holloway

La Fountain G & K

La Fountain W & C

Martin

Moore

Pekovich

Rhodes

Waters

Welch

Rollins

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

RIGHT-OF-WAY EASEMENT

THIS EASEMENT, made and entered into this . day of _____, 20 ____, by and between the following:

Russell L. and Nicole M. Anderson
605 Calhoun Lane
Billings, Montana 59101-4819,
hereinafter referred to as **GRANTOR**

and

CITY OF BILLINGS, a Municipal Corporation
City Hall – 210 North 27th Street
PO Box 1178
Billings, Montana 59103-1178,
hereinafter referred to as **GRANTEE**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged;

WITNESSETH THAT GRANTOR does hereby grant, sell, and convey unto the **GRANTEE**, perpetual easement and right-of-way to construct, reconstruct, maintain, operate, repair and improve necessary fixtures and appurtenances for sidewalk, and accessibility ramps over, across, under, and through the real property more particularly described as follows:

A tract of land situated in Lot 10, Block 1 of Southwest Billings Subdivision, First Filing, Document No. 542416. Of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana;
Basis of Bearing being the plat of Southwest Billings Subdivision, First Filing, Document No. 542416.

Said tract being more particularly described as follows:
Beginning at the southwest corner of said Lot 10, Block 1, point also being on the east R-O-W of Calhoun Lane; thence N 00°10'00" W along said R-O-W for a distance of 10.00 feet; thence leaving said R-O-W S 45°06'15" E for a distance of 14.16 feet to a point on the north R-O-W of Phillip Street; thence S 89°57'30" W along said R-O-W for a distance of 10.00 feet to the Point of Beginning.

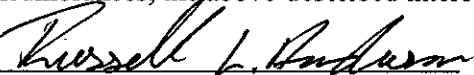
Said tract of land containing 50 square feet more or less.

More commonly referred to as 605 CALHOUN LANE

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

TO HAVE AND TO HOLD unto **GRANTEE** and to its successors and assigns forever.

IN WITNESS WHEREOF, the **GRANTOR** warrants that they have good right to convey, free and clear of all encumbrances; the above-described interests in the real estate described and have hereunto set their hand.



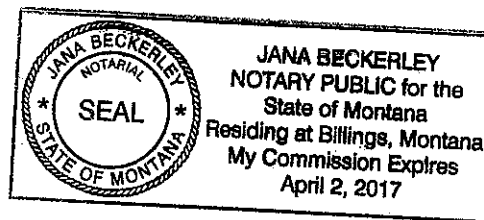
RUSSELL L. ANDERSON (Co-Owner)



NICOLE M. ANDERSON (Co-Owner)

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this 12th day of August, 2014, before me, a Notary Public in and for the State of Montana, personally appeared RUSSELL L. ANDERSON and NICOLE M. ANDERSON, known to me to be the owners of said property whose names are subscribed to the foregoing instrument, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.



RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

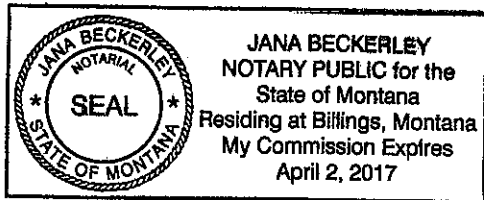
THOMAS W. HANEL,
Mayor, City of Billings

ATTEST:

CARI MARTIN, City Clerk

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this 12th day of August, 2014, before me, a Notary Public in and for the State of Montana, personally appeared THOMAS W HANEL and CARI MARTIN, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.



Jana Beckerley
Notary Public in and for the State of Montana
Printed Name: Jana Beckerley
Residing at Yellowstone County
My commission expires 4-2-17

EXHIBIT A

SIDEWALK EASEMENT SITUATED IN LOT 10, BLOCK 1 SOUTHWEST BILLINGS SUBDIVISION, FIRST FILING DOCUMENT NUMBER 542416 BILLINGS, YELLOWSTONE COUNTY, MONTANA

LOT 11, BLOCK 2
PINNICK SUBDIVISION 1ST FILING

ALLEY
N89° 57' 30"E 63.00'



FEET

Parcel Line Table		
Line #	DIRECTION	LENGTH
L10	N00° 10' 00"W	10.00
L11	S45° 06' 15"E	14.16
L12	S89° 57' 30"W	10.00

A-14148-A
LOT 10, BLOCK 1
SOUTHWEST BILLINGS
SUBDIVISION 1ST FILING
605 CALHOUN LANE

LOT 9, BLOCK 1
SOUTHWEST BILLINGS
SUBDIVISION 1ST FILING

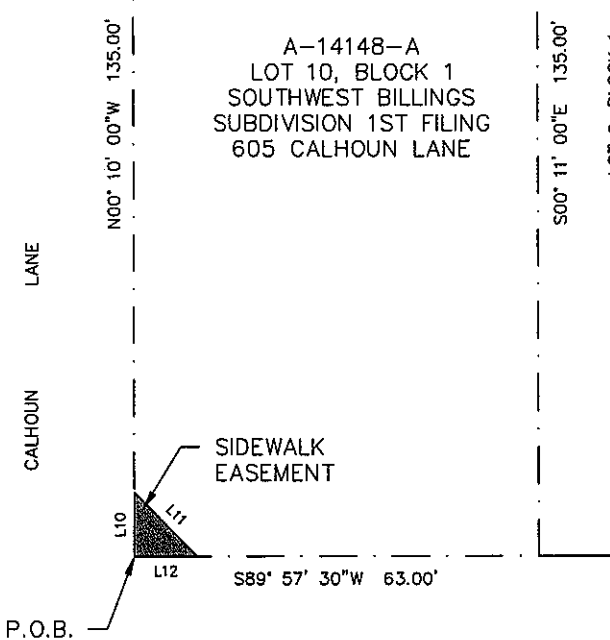
SIDEWALK EASEMENT DESCRIPTION

A tract of land situated in Lot 10, Block 1 of Southwest Billings Subdivision, First Filing, Document No. 542416. Of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana.

Basis of Bearing being the plot of Southwest Billings Subdivision, First Filing, Document No. 542416.

Said tract being more particularly described as follows:
Beginning at the southwest corner of said Lot 10, Block 1, point also being on the east R-O-W of Calhoun Lane; thence N 00°10'00" W along said R-O-W for a distance of 10.00 feet; thence leaving said R-O-W S 45°06'15" E for a distance of 14.16 feet to a point on the north R-O-W of Phillip Street; thence S 89°57'30" W along said R-O-W for a distance of 10.00 feet to the Point of Beginning.

Said tract of land containing 50 square feet more or less.



LEGEND

SIDEWALK EASEMENT

RESERVED FOR CLERK AND RECORDER

CITY OF BILLINGS, MONTANA
SIDEWALK EASEMENT EXHIBIT

CITY W.O. 13-15
THIS EXHIBIT IS PREPARED BY THE CITY OF BILLINGS, MONTANA

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

RIGHT-OF-WAY EASEMENT

THIS EASEMENT, made and entered into this day of 8/24, 2014, by and between the following:

Richard K. and Debra Lynn Braaten
516 Calhoun Lane
Billings, Montana 59101-4816,
hereinafter referred to as **GRANTOR**

and

CITY OF BILLINGS, a Municipal Corporation
City Hall – 210 North 27th Street
PO Box 1178
Billings, Montana 59103-1178,
hereinafter referred to as **GRANTEE**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged;

WITNESSETH THAT GRANTOR does hereby grant, sell, and convey unto the **GRANTEE**, perpetual easement and right-of-way to construct, reconstruct, maintain, operate, repair and improve necessary fixtures and appurtenances for sidewalk, and accessibility ramps, utilities and fire hydrants over, across, under, and through the real property more particularly described as follows:

A tract of land situated in Certificate of Survey No. 100, Document No. 436920, of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana.

Basis of Bearings being Certificate of Survey No. 100, Document No. 436920.

Said tract being more particularly described as follows;

Beginning at the southeast corner of said C.O.S. No. 100, point also being on the north R-O-W of Ruth Avenue; thence N 90°00'00" W along said R-O-W for a distance of 10.00 feet; thence leaving said R-O-W N 45°00'00" E for a distance of 11.31 feet to a point, said point being 2.00 feet perpendicular to the east line of said C.O.S.; thence N 00°00'00" E and parallel to the east line of said C.O.S. for a distance of 128.00 feet to a point on the north line of said C.O.S.; thence N 90°00'00" E along said north line for a distance of 2.0 feet to a point on east line of said C.O.S., point also being on the west R-O-W of Calhoun Lane; thence S 00°00'00" E for a distance of 136.00 feet Point of Beginning. Said tract of land containing 304 square feet more or less.

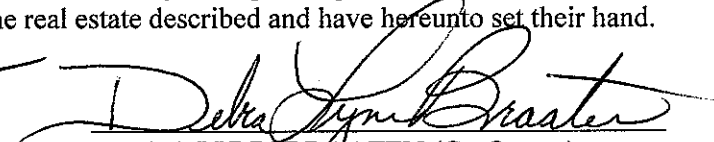
More commonly referred to as 516 CALHOUN LN.

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

TO HAVE AND TO HOLD unto **GRANTEE** and to its successors and assigns forever.

IN WITNESS WHEREOF, the **GRANTOR** warrants that they have good right to convey, free and clear of all encumbrances; the above-described interests in the real estate described and have hereunto set their hand.

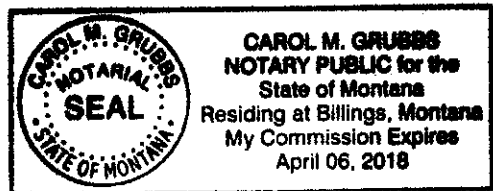

RICHARD K. BRAATEN (Co-Owner)


DEBRA LYNN BRAATEN (Co-Owner)

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this 4 day of August, 2014, before me, a Notary Public in and for the State of Montana, personally appeared RICHARD K. BRAATEN and DEBRA LYNN BRAATEN, known to me to be the owners of said property whose names are subscribed to the foregoing instrument, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.





RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

THOMAS W. HANEL,
Mayor, City of Billings

ATTEST:

CARI MARTIN, City Clerk

STATE OF MONTANA)
 :ss
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared THOMAS W HANEL and CARI MARTIN, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public in and for the State of Montana
Printed Name: _____
Residing at _____
My commission expires _____

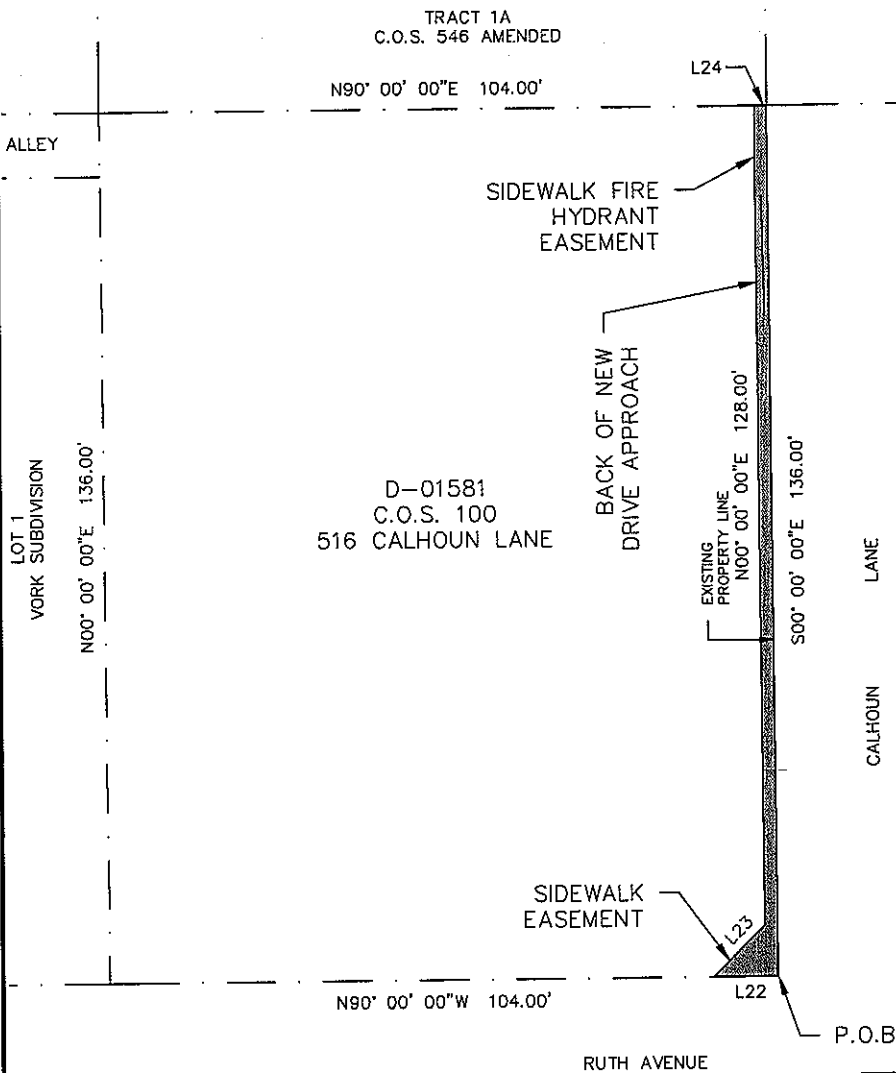
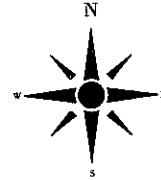
EXHIBIT A

SIDEWALK, UTILITY AND FIRE HYDRANT EASEMENT SITUATED IN CERTIFICATE OF SURVEY NO. 100, DOCUMENT NUMBER 436920 BILLINGS, YELLOWSTONE COUNTY, MONTANA

Parcel Line Table		
Line #	DIRECTION	LENGTH
L22	N90° 00' 00"W	10.00
L23	N45° 00' 00"E	11.31
L24	N90° 00' 00"E	2.00



FEET



SIDEWALK EASEMENT DESCRIPTION

A tract of land situated in Certificate of Survey No. 100, Document No. 436920, of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana.

Basis of Bearings being Certificate of Survey No. 100, Document No. 436920.

Said tract being more particularly described as follows: Beginning at the southeast corner of said C.O.S. No. 100, point also being on the north R-O-W of Ruth Avenue; thence N 90°00'00" W along said R-O-W for a distance of 10.00 feet; thence leaving said R-O-W N 45°00'00" E for a distance of 11.31 feet to a point, said point being 2.00 feet perpendicular to the east line of said C.O.S.; thence N 00°00'00" E and parallel to the east line of said C.O.S. for a distance of 128.00 feet to a point on the north line of said C.O.S.; thence N 90°00'00" E along said north line for a distance of 2.0 feet to a point on east line of said C.O.S., point also being on the west R-O-W of Calhoun Lane; thence S 00°00'00" E for a distance of 136.00 feet Point of Beginning.

Said tract of land containing 304 square feet more or less.

LEGEND

SIDEWALK EASEMENT

RESERVED FOR CLERK AND RECORDER

CITY OF BILLINGS, MONTANA
SIDEWALK EASEMENT EXHIBIT
CITY W.O. 13-15
THIS EXHIBIT IS PREPARED BY THE CITY OF BILLINGS, MONTANA

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

RIGHT-OF-WAY EASEMENT

THIS EASEMENT, made and entered into this day of 27th Aug, 2014, by and between the following:

Shanna L. Fredrickson and Thomas Hopkins, Jr.
4548 Phillip Street
Billings, Montana 59101-4935,
hereinafter referred to as **GRANTOR**

and

CITY OF BILLINGS, a Municipal Corporation
City Hall – 210 North 27th Street
PO Box 1178
Billings, Montana 59103-1178,
hereinafter referred to as **GRANTEE**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged;

WITNESSETH THAT GRANTOR does hereby grant, sell, and convey unto the **GRANTEE**, perpetual easement and right-of-way to construct, reconstruct, maintain, operate, repair and improve necessary fixtures and appurtenances for sidewalk, and accessibility ramps, and fire hydrants over, across, under, and through the real property more particularly described as follows:

A tract of land situated in Lot 11, Block 2 of Southwest Billings Subdivision, First Filing, Document No. 542416. Of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana;
Basis of Bearing being the plat of Southwest Billings Subdivision, First Filing, Document No. 542416.

Said tract being more particularly described as follows:

Beginning at the northwest corner of said Lot 11, Block 2, point also being on the south R-O-W of Phillip Street; thence N 89°57'30" E along said R-O-W for a distance of 10.00 feet; thence leaving said R-O-W S 34°27'57" W for a distance of 17.60 feet to a point on the east R-O-W of Calhoun Lane; thence N 00°10'00" W along said R-O-W for a distance of 14.50 feet to the Point of Beginning.

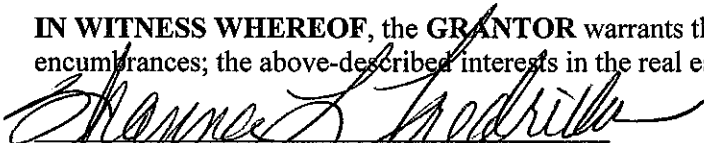
Said tract of land containing 73 square feet more or less.

More commonly referred to as 4548 PHILLIP STREET

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

TO HAVE AND TO HOLD unto GRANTEE and to its successors and assigns forever.

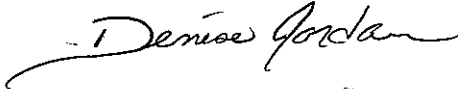
IN WITNESS WHEREOF, the GRANTOR warrants that they have good right to convey, free and clear of all encumbrances; the above-described interests in the real estate described and have hereunto set their hand.

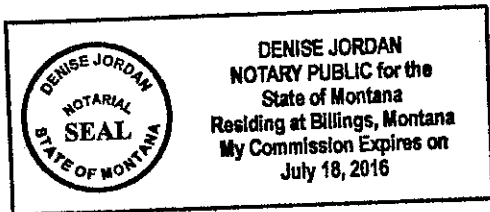

SHANNA L.FREDRICKSON (Owner)


THOMAS HOPKINS JR. (Owner)

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this 27 day of August, 2014, before me, a Notary Public in and for the State of Montana, personally appeared SHANNA L.FREDRICKSON and THOMAS HOPKINS Jr., known to me to be the owners of said property whose names are subscribed to the foregoing instrument, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.





RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

THOMAS W. HANEL,
Mayor, City of Billings

ATTEST:

CARI MARTIN, City Clerk

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared THOMAS W HANEL and CARI MARTIN, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public in and for the State of Montana

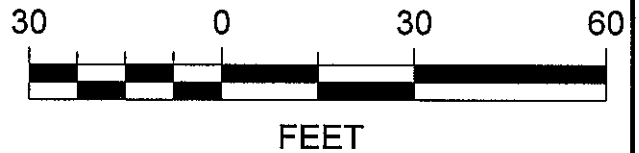
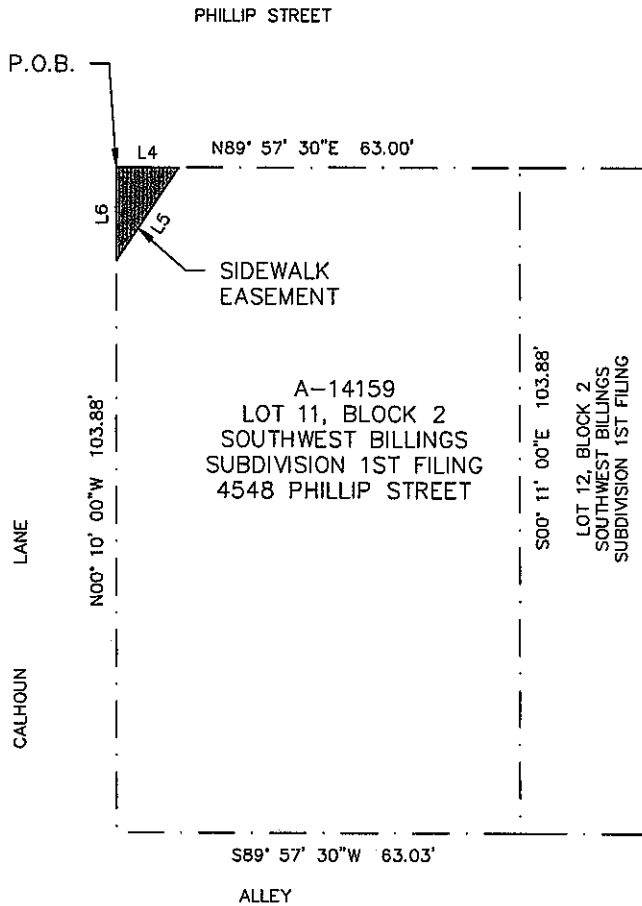
Printed Name: _____

Residing at _____

My commission expires _____

EXHIBIT A

SIDEWALK EASEMENT
SITUATED IN LOT 11, BLOCK 2
SOUTHWEST BILLINGS SUBDIVISION FIRST FILING
DOCUMENT NUMBER 542416
BILLINGS, YELLOWSTONE COUNTY, MONTANA



Parcel Line Table		
Line #	DIRECTION	LENGTH
L4	N89° 57' 30"E	10.00
L5	S34° 27' 57"W	17.60
L6	N00° 10' 00"W	14.50

SIDEWALK EASEMENT DESCRIPTION

A tract of land situated in Lot 11, Block 2 of Southwest Billings Subdivision, First Filing, Document No. 542416. Of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana

Basis of Bearing being the plat of Southwest Billings Subdivision, First Filing, Document No. 542416.

Said tract being more particularly described as follows:
Beginning at the northwest corner of said Lot 11, Block 2, point also being on the south R-O-W of Phillip Street; thence N 89°57'30" E along said R-O-W for a distance of 10.00 feet; thence leaving said R-O-W S 34°27'57" W for a distance of 17.60 feet to a point on the east R-O-W of Calhoun Lane; thence N 00°10'00" W along said R-O-W for a distance of 14.50 feet to the Point of Beginning.

Said tract of land containing 73 square feet more or less.

LEGEND

SIDEWALK EASEMENT

RESERVED FOR CLERK AND RECORDER

CITY OF BILLINGS, MONTANA
SIDEWALK EASEMENT EXHIBIT
CITY W.O. 13-15
THIS EXHIBIT IS PREPARED BY THE CITY OF BILLINGS, MONTANA

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

RIGHT-OF-WAY EASEMENT

THIS EASEMENT, made and entered into this day of Aug. 4, 2014, by and between the following:

Billy E. and Linda J. Holloway
430 Calhoun Lane
Billings, Montana 59101,
hereinafter referred to as **GRANTOR**

and

CITY OF BILLINGS, a Municipal Corporation
City Hall – 210 North 27th Street
PO Box 1178
Billings, Montana 59103-1178,
hereinafter referred to as **GRANTEE**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged;

WITNESSETH THAT GRANTOR does hereby grant, sell, and convey unto the **GRANTEE**, perpetual easement and right-of-way to construct, reconstruct, maintain, operate, repair and improve necessary fixtures and appurtenances for sidewalk, and accessibility ramps, and fire hydrants over, across, under, and through the real property more particularly described as follows:

A tract of land situated in Lot 13, Block 2 of Lux Subdivision Document No. 441773, of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana.

Basis of Bearings being Lux Subdivision Document No. 441773.

Said tract being more particularly described as follows;
Beginning at the southeast corner of said Lot 13, Block 2, point also being on the north R-O-W of Mitchell Avenue; thence S 89°56'00" W along said R-O-W for a distance of 10.00 feet; thence leaving said R-O-W N 44°52'30" E for a distance of 14.13 feet to a point on the west R-O-W of Calhoun Lane; thence S 00°11'00" E along said R-O-W for a distance of 10.00 feet to the Point of Beginning.

Said tract of land containing 50 square feet more or less.

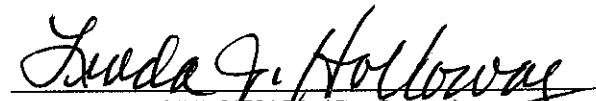
More commonly referred to as 530 CALHOUN LN.

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

TO HAVE AND TO HOLD unto **GRANTEE** and to its successors and assigns forever.

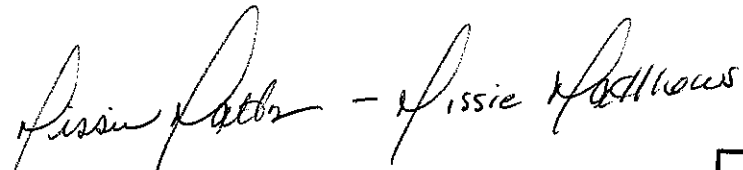
IN WITNESS WHEREOF, the **GRANTOR** warrants that they have good right to convey, free and clear of all encumbrances; the above-described interests in the real estate described and have hereunto set their hand.


BILLY E. HOLLOWAY (Co-Owner)


LINDA J. HOLLOWAY (Co-Owner)

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this 04 day of Aug., 2014 before me, a Notary Public in and for the State of Montana, personally appeared BILLY E. HOLLOWAY and LINDA J. HOLLOWAY, known to me to be the owners of said property whose names are subscribed to the foregoing instrument, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.


Billings, MT
Exp. 11.01.2017
Notary Public for MT.



RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

THOMAS W. HANEL,
Mayor, City of Billings

ATTEST:

CARI MARTIN, City Clerk

STATE OF MONTANA)
 :ss
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared THOMAS W HANEL and CARI MARTIN, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public in and for the State of Montana

Printed Name: _____

Residing at _____

My commission expires _____

EXHIBIT A

SIDEWALK EASEMENT
SITUATED IN LOT 13, BLOCK 2, LUX SUBDIVISION,
DOCUMENT NUMBER 441773
BILLINGS, YELLOWSTONE COUNTY, MONTANA

A-10685
LOT 12 & E 10' OF 11, BLOCK 2
LUX SUBDIVISION



FEET



ALLEY
N89° 56' 00"E 75.00'

EXISTING
PROPERTY LINE

LOT 15 & W 25.0' OF 14, BLOCK 2
LUX SUBDIVISION
N00° 11' 00"W 140.00'

A-10686
LOT 13 & E HALF OF 14,
BLOCK 2
LUX SUBDIVISION
430 CALHOUN LANE

S00° 11' 00"E 140.00'

CALHOUN
LANE

SIDEWALK EASEMENT DESCRIPTION.
A tract of land situated in Lot 13, Block 2 of Lux Subdivision Document No. 441773, of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana.

Basis of Bearings being Lux Subdivision Document No. 441773.

Said tract being more particularly described as follows;
Beginning at the southeast corner of said Lot 13, Block 2, point also being on the north R-O-W of Mitchell Avenue; thence S 89°56'00" W along said R-O-W for a distance of 10.00 feet; thence leaving said R-O-W N 44°52'30" E for a distance of 14.13 feet to a point on the west R-O-W of Calhoun Lane; thence S 00°11'00" E along said R-O-W for a distance of 10.00 feet to the Point of Beginning.

Said tract of land containing 50 square feet more or less.

Parcel Line Table		
Line #	DIRECTION	LENGTH
L25	S89° 56' 00"W	10.00
L26	N44° 52' 30"E	14.13
L27	S00° 11' 00"E	10.00

SIDEWALK
EASEMENT

S89° 56' 00"W 75.00'

MITCHELL AVENUE

P.O.B.

LEGEND



SIDEWALK EASEMENT

RESERVED FOR CLERK AND RECORDER

CITY OF BILLINGS, MONTANA
SIDEWALK EASEMENT EXHIBIT

CITY W.O. 13-15

THIS EXHIBIT IS PREPARED BY THE CITY OF BILLINGS, MONTANA

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

RIGHT-OF-WAY EASEMENT

THIS EASEMENT, made and entered into this day of _____, 20____, by and between the following:

Gerald P. and Kathleen E La Fountain
4615 Simpson Street
Billings, Montana 59101-4744,
hereinafter referred to as **GRANTOR**

and

CITY OF BILLINGS, a Municipal Corporation
City Hall – 210 North 27th Street
PO Box 1178
Billings, Montana 59103-1178,
hereinafter referred to as **GRANTEE**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged;

WITNESSETH THAT GRANTOR does hereby grant, sell, and convey unto the **GRANTEE**, perpetual easement and right-of-way to construct, reconstruct, maintain, operate, repair and improve necessary fixtures and appurtenances for sidewalk, and accessibility ramps over, across, under, and through the real property more particularly described as follows:

A tract of land situated in Lot 4 of Simpson Subdivision, Document No. 564533. Of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana;

Said tract being more particularly described as follows: Being the south 4.00 feet of said Lot 4 of Simpson Subdivision.

Said tract of land containing 223 square feet more or less.

More commonly referred to as 4615 SIMPSON STREET

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

TO HAVE AND TO HOLD unto **GRANTEE** and to its successors and assigns forever.

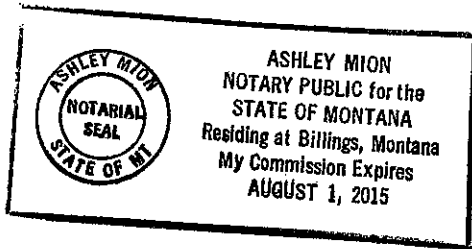
IN WITNESS WHEREOF, the **GRANTOR** warrants that they have good right to convey, free and clear of all encumbrances; the above-described interests in the real estate described and have hereunto set their hand.


GERALD P. LA FOUNTAIN (Co-Owner)


KATHLEEN E. LA FOUNTAIN (Co-Owner)

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this 18th day of AUGUST, 2014, before me, a Notary Public in and for the State of Montana, personally appeared GERALD P. LA FOUNTAIN and KATHLEEN E. LA FOUNTAIN, known to me to be the owners of said property whose names are subscribed to the foregoing instrument, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.





RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

THOMAS W. HANEL,
Mayor, City of Billings

ATTEST:

CARI MARTIN, City Clerk

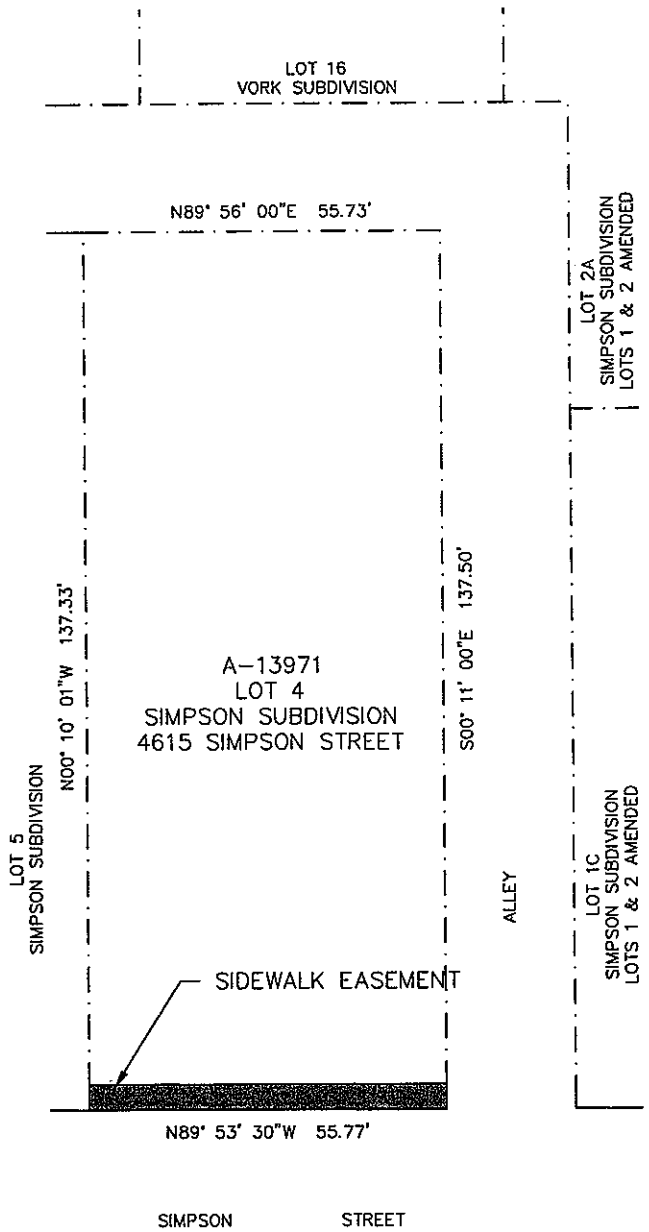
STATE OF MONTANA)
 :SS
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared THOMAS W HANEL and CARI MARTIN, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public in and for the State of Montana
Printed Name: _____
Residing at _____
My commission expires _____

EXHIBIT A

SIDEWALK EASEMENT
SITUATED IN LOT 4 OF SIMPSON SUBDIVISION,
DOCUMENT NUMBER 564533
BILLINGS, YELLOWSTONE COUNTY, MONTANA



SIDEWALK EASEMENT DESCRIPTION
A tract of land situated in Lot 4 of Simpson Subdivision, Document No. 564533. Of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana

Said tract being more particularly described as follows: Being the south 4.00 feet of said Lot 4 of Simpson Subdivision. Said tract of land containing 223 square feet more or less.

LEGEND

 SIDEWALK EASEMENT

CITY OF BILLINGS, MONTANA
SIDEWALK EASEMENT EXHIBIT

CITY W.O. 13-15

THIS EXHIBIT IS PREPARED BY THE CITY OF BILLINGS, MONTANA

RESERVED FOR CLERK AND RECORDER

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

RIGHT-OF-WAY EASEMENT

THIS EASEMENT, made and entered into this . day of _____, 20____, by and between the following:

Leslie W. and Susanna C. La Fountain
4617 Simpson Street
Billings, Montana 59101-4744,
hereinafter referred to as **GRANTOR**

and

CITY OF BILLINGS, a Municipal Corporation
City Hall – 210 North 27th Street
PO Box 1178
Billings, Montana 59103-1178,
hereinafter referred to as **GRANTEE**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged;

WITNESSETH THAT GRANTOR does hereby grant, sell, and convey unto the **GRANTEE**, perpetual easement and right-of-way to construct, reconstruct, maintain, operate, repair and improve necessary fixtures and appurtenances for sidewalk, and accessibility ramps over, across, under, and through the real property more particularly described as follows:

A tract of land situated in Lot 5 of Simpson Subdivision, Document No. 564533. Of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana;

Said tract being more particularly described as follows: Being the south 4.00 feet of said Lot 5 of Simpson Subdivision.

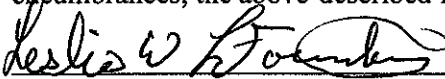
Said tract of land containing 218 square feet more or less.

More commonly referred to as 4617 SIMPSON STREET

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

TO HAVE AND TO HOLD unto **GRANTEE** and to its successors and assigns forever.

IN WITNESS WHEREOF, the **GRANTOR** warrants that they have good right to convey, free and clear of all encumbrances; the above-described interests in the real estate described and have hereunto set their hand.



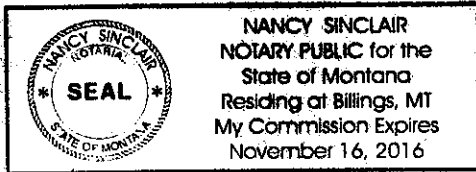
LESLIE W. LA FOUNTAIN (Co-Owner)



SUSANNA C. LA FOUNTAIN (Co-Owner)

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this 5th day of August, 2014, before me, a Notary Public in and for the State of Montana, personally appeared LESLIE W. LA FOUNTAIN and SUSANNA C. LA FOUNTAIN, known to me to be the owners of said property whose names are subscribed to the foregoing instrument, and acknowledged to me that they duly executed the same. **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.





RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

THOMAS W. HANEL,
Mayor, City of Billings

ATTEST:

CARI MARTIN, City Clerk

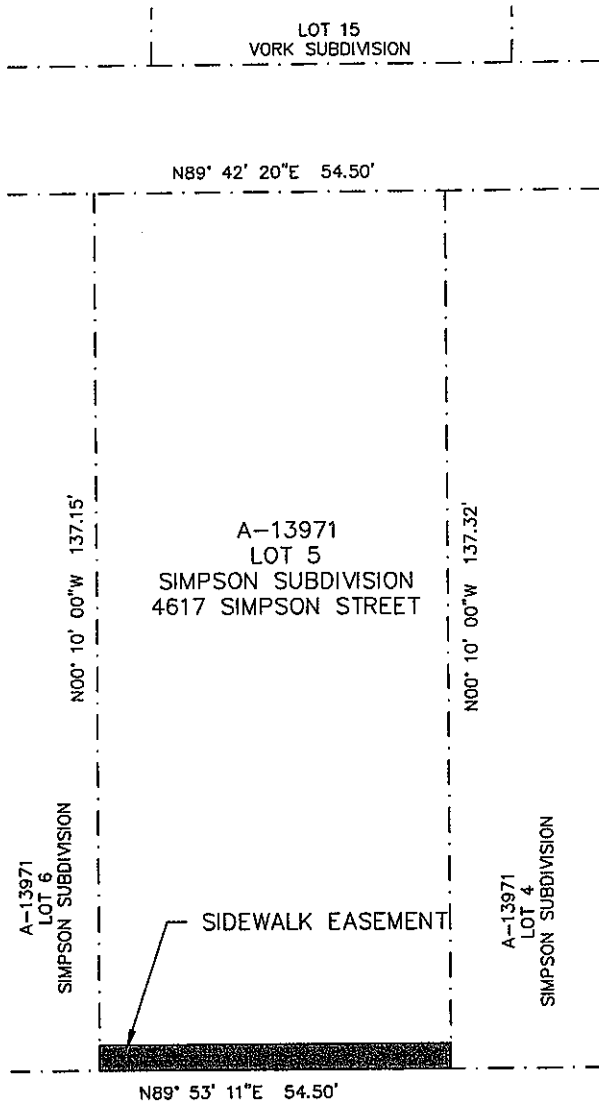
STATE OF MONTANA)
 :SS
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared THOMAS W HANEL and CARI MARTIN, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public in and for the State of Montana
Printed Name: _____
Residing at _____
My commission expires _____

EXHIBIT A

SIDEWALK EASEMENT
SITUATED IN LOT 5 OF SIMPSON SUBDIVISION,
DOCUMENT NUMBER 564533
BILLINGS, YELLOWSTONE COUNTY, MONTANA



SIDEWALK EASEMENT DESCRIPTION
A tract of land situated in Lot 5 of Simpson Subdivision, Document No. 564533. Of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana

Said tract being more particularly described as follows: Being the south 4.00 feet of said Lot 5 of Simpson Subdivision. Said tract of land containing 218 square feet more or less.

LEGEND

 SIDEWALK EASEMENT

CITY OF BILLINGS, MONTANA
SIDEWALK EASEMENT EXHIBIT

RESERVED FOR CLERK AND RECORDER

CITY W.O. 13-15
THIS EXHIBIT IS PREPARED BY THE CITY OF BILLINGS, MONTANA

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

RIGHT-OF-WAY EASEMENT

THIS EASEMENT, made and entered into this day of 8th SEPT., 2014, by and between the following:

John M Martin
530 Calhoun Lane
Billings, Montana 59101-4836,
hereinafter referred to as **GRANTOR**

and

CITY OF BILLINGS, a Municipal Corporation
City Hall – 210 North 27th Street
PO Box 1178
Billings, Montana 59103-1178,
hereinafter referred to as **GRANTEE**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged;

WITNESSETH THAT GRANTOR does hereby grant, sell, and convey unto the **GRANTEE**, perpetual easement and right-of-way to construct, reconstruct, maintain, operate, repair and improve necessary fixtures and appurtenances for sidewalk, and accessibility ramps, and fire hydrants over, across, under, and through the real property more particularly described as follows:

A tract of land situated in Lot 3-B of Simpson Subdivision, 2nd Filing, Document No. 937651, of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana.

Basis of Bearing being the plat of Simpson Subdivision, 2nd Filing, Document No. 937651.

Said tract being more particularly described as follows:

Beginning at the northeast corner of said Lot 3-B, point also being on the west right-of-way of Calhoun Lane; thence S 00°11'00" W and along said west right-of-way for a distance of 10.00 feet; thence N 44°56'30" W for a distance of 14.11 feet to a point on the south right-of-way line of Ruth Avenue; thence N 89°56'00" E and along said south right-of-way for a distance of 10.00 feet, to the Point of Beginning.

Said tract of land containing 50 square feet more or less.

More commonly referred to as 530 CALHOUN LANE

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

TO HAVE AND TO HOLD unto **GRANTEE** and to its successors and assigns forever.

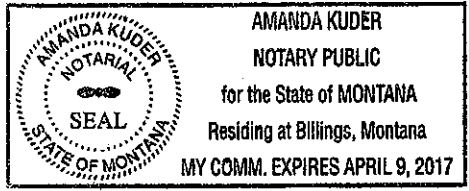
IN WITNESS WHEREOF, the **GRANTOR** warrants that they have good right to convey, free and clear of all encumbrances; the above-described interests in the real estate described and have hereunto set their hand.



JOHN M. MARTIN (Owner)

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this 8 day of September, 2014, before me, a Notary Public in and for the State of Montana, personally appeared JOHN M. MARTIN, known to me to be the owner of said property whose name is subscribed to the foregoing instrument, and acknowledged to me that she duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.



RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

THOMAS W. HANEL,
Mayor, City of Billings

ATTEST:

CARI MARTIN, City Clerk

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared THOMAS W HANEL and CARI MARTIN, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public in and for the State of Montana

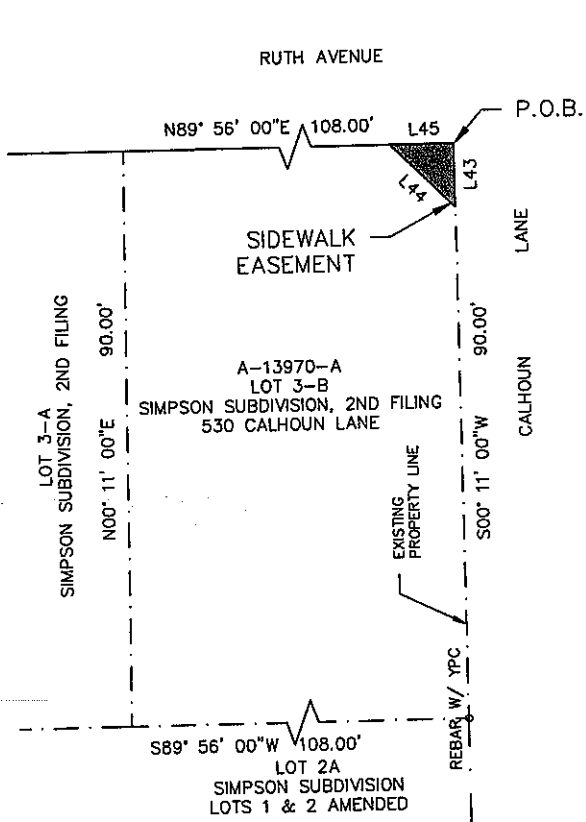
Printed Name: _____

Residing at _____

My commission expires _____

EXHIBIT A

SIDEWALK EASEMENT
SITUATED IN LOT 3-B OF SIMPSON SUBDIVISION, 2ND FILING
DOCUMENT NUMBER 937651
BILLINGS, YELLOWSTONE COUNTY, MONTANA



SIDEWALK EASEMENT DESCRIPTION

A tract of land situated in Lot 3-B of Simpson Subdivision, 2nd Filing, Document No. 937651, of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana

Said tract being more particularly described as follows:
Beginning at the northeast corner of said Lot 3-B, point also being on the west right-of-way of Calhoun Lane; thence S 00°11'00" W and along said west right-of-way for a distance of 10.00 feet; thence N 44°56'30" W for a distance of 14.11 feet to a point on the south right-of-way line of Ruth Avenue; thence N 89°56'00" E and along said south right-of-way for a distance of 10.00 feet, to the Point of Beginning.
Said tract of land containing 50 square feet more or less.

Parcel Line Table		
Line #	DIRECTION	LENGTH
L43	S00° 11' 00"W	10.00
L44	N44° 56' 30"W	14.11
L45	N89° 56' 00"E	10.00

LEGEND

SIDEWALK EASEMENT

RESERVED FOR CLERK AND RECORDER

CITY OF BILLINGS, MONTANA
SIDEWALK EASEMENT EXHIBIT
CITY W.O. 13-15
THIS EXHIBIT IS PREPARED BY THE CITY OF BILLINGS, MONTANA

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

RIGHT-OF-WAY EASEMENT

THIS INDENTURE, made and entered into this _____ day of _____, 20____, by and between the following:

Sarah Florence Moore
403 Calhoun Lane
Billings, Montana 59101-4815,
hereinafter referred to as **GRANTOR**

and

CITY OF BILLINGS, a Municipal Corporation
City Hall -- 210 North 27th Street
PO Box 1178
Billings, Montana 59103-1178,
hereinafter referred to as **GRANTEE**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged;

WITNESSETH THAT GRANTOR does hereby grant, sell, and convey unto the **GRANTEE**, perpetual easement and right-of-way to construct, reconstruct, maintain, operate, repair and improve necessary fixtures and appurtenances for sidewalk, and accessibility ramps, and fire hydrants over, across, under, and through the real property more particularly described as follows:

A tract of land situated in Tract B of Certificate of Survey No. 610, Amended Plat of Block 1, Burns Subdivision Document No. 515173, of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana.

Basis of Bearings being Certificate of Survey No. 610, Amended Plat of Block 1, Burns Subdivision Document No. 515173.

Said tract being more particularly described as follows; Beginning at the southwest corner of said Tract B, point also being on the east R-O-W of Calhoun Lane; thence N 00°11'00" W along said R-O-W for a distance of 10.00 feet; thence leaving said R-O-W S 45°06'30" E for a distance of 14.16 feet to a point on the north R-O-W of Lux Avenue; thence S 89°58'00" W along said R-O-W for a distance of 10.00 feet to the Point of Beginning.


Said tract of land containing 50 square feet more or less.

More commonly referred to as 403 CALHOUN LN.

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

TO HAVE AND TO HOLD unto GRANTEE and to its successors and assigns forever.

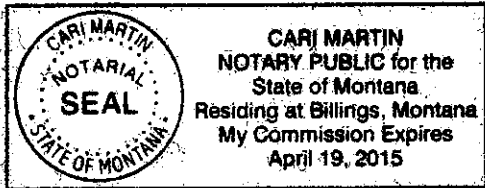
IN WITNESS WHEREOF, the GRANTOR warrants that they have good right to convey, free and clear of all encumbrances; the above-described interests in the real estate described and have hereunto set their hand.


SARAH FLORENCE MOORE (Owner)

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this 25th day of July, 2014, before me, a Notary Public in and for the State of Montana, personally appeared SARAH FLORENCE MOORE, known to me to be the owner of said property whose name is subscribed to the foregoing instrument, and acknowledged to me that she duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Cari Martin



RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

THOMAS W. HANEL,
Mayor, City of Billings

ATTEST:

CARI MARTIN, City Clerk

STATE OF MONTANA)
 :ss
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared THOMAS W HANEL and CARI MARTIN, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public in and for the State of Montana

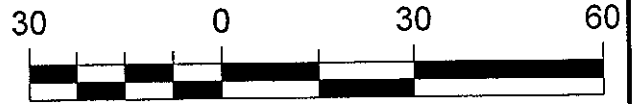
Printed Name: _____

Residing at _____

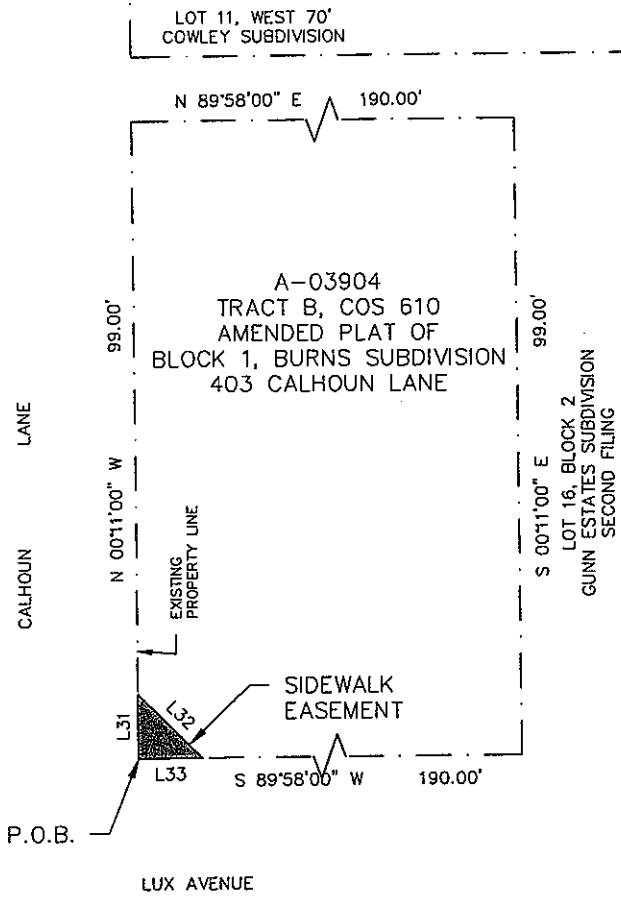
My commission expires _____

EXHIBIT A

SIDEWALK EASEMENT
 SITUATED IN TRACT B, CERTIFICATE OF SURVEY NO. 610,
 DOCUMENT NUMBER 515173
 BILLINGS, YELLOWSTONE COUNTY, MONTANA



FEET



SIDEWALK EASEMENT DESCRIPTION

A tract of land situated in Tract B of Certificate of Survey No. 610, Amended Plat of Block 1, Burns Subdivision Document No. 515173, of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana.

Basis of Bearings being Certificate of Survey No. 610, Amended Plat of Block 1, Burns Subdivision Document No. 515173.

Said tract being more particularly described as follows; Beginning at the southwest corner of said Tract B, point also being on the east R-O-W of Calhoun Lane; thence N 00°11'00" W along said R-O-W for a distance of 10.00 feet; thence leaving said R-O-W S 45°06'30" E for a distance of 14.16 feet to a point on the north R-O-W of Lux Avenue; thence S 89°58'00" W along said R-O-W for a distance of 10.00 feet to the Point of Beginning.

Said tract of land containing 50 square feet more or less.

Parcel Line Table		
Line #	DIRECTION	LENGTH
L31	N00° 11' 00"W	10.00
L32	S45° 06' 30"E	14.16
L33	S89° 58' 00"W	10.00

LEGEND

SIDEWALK EASEMENT

CITY OF BILLINGS, MONTANA
 SIDEWALK EASEMENT EXHIBIT

CITY W.O. 13-15

THIS EXHIBIT IS PREPARED BY THE CITY OF BILLINGS, MONTANA

RESERVED FOR CLERK AND RECORDER

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

RIGHT-OF-WAY EASEMENT

THIS EASEMENT, made and entered into this . day of _____, 20____, by and between the following:

Greg and Becky Pekovich
111 Skyranch Drive
Billings, Montana 59106-9655,
hereinafter referred to as **GRANTOR**

and

CITY OF BILLINGS, a Municipal Corporation
City Hall – 210 North 27th Street
PO Box 1178
Billings, Montana 59103-1178,
hereinafter referred to as **GRANTEE**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged;

WITNESSETH THAT GRANTOR does hereby grant, sell, and convey unto the **GRANTEE**, perpetual easement and right-of-way to construct, reconstruct, maintain, operate, repair and improve necessary fixtures and appurtenances for sidewalk, and accessibility ramps, and fire hydrants over, across, under, and through the real property more particularly described as follows:

A tract of land situated in Lot 6, Block 1 of Lux Subdivision, Document No. 441773, of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana.

Basis of Bearings being Lux Subdivision, Document No. 441773.

Said tract being more particularly described as follows;

Beginning at the southeast corner of said Lot 6, point also being on the north R-O-W of Lux Avenue; thence S 89°59'00" W along said R-O-W for a distance of 10.00 feet; thence leaving said R-O-W N 44°54'00" E for a distance of 14.12 feet to a point on the west R-O-W of Calhoun Lane; thence S 00°11'00" E along said R-O-W for a distance of 10.00 feet to the Point of Beginning.

Said tract of land containing 50 square feet more or less.

More commonly referred to as 4605 LUX AVENUE.


RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

TO HAVE AND TO HOLD unto **GRANTEE** and to its successors and assigns forever.

IN WITNESS WHEREOF, the **GRANTOR** warrants that they have good right to convey, free and clear of all encumbrances; the above-described interests in the real estate described and have hereunto set their hand.



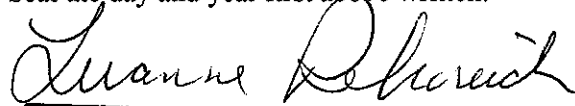
GREG PEKOVICH (Co-Owner)

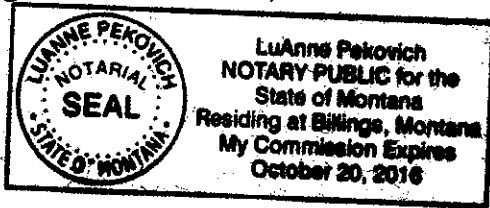


BECKY PEKOVICH (Co-Owner)

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this 1 day of August, 2014, before me, a Notary Public in and for the State of Montana, personally appeared GREG PEKOVICH and BECKY PEKOVICH, known to me to be the owners of said property whose name are subscribed to the foregoing instrument, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.





RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

THOMAS W. HANEL,
Mayor, City of Billings

ATTEST:

CARI MARTIN, City Clerk

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared THOMAS W HANEL and CARI MARTIN, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

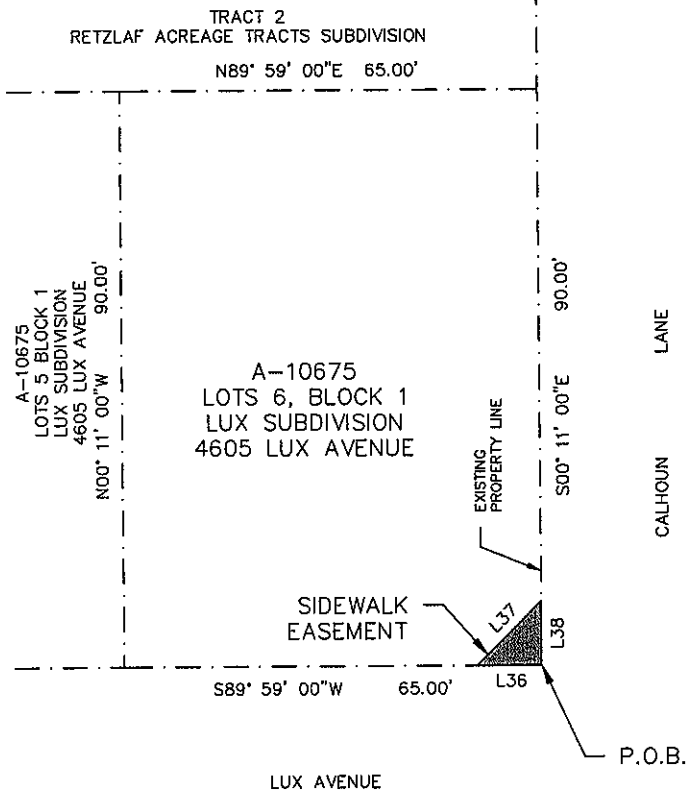
Notary Public in and for the State of Montana
Printed Name: _____
Residing at _____
My commission expires _____

EXHIBIT A

SIDEWALK EASEMENT
SITUATED IN LOT 6, BLOCK 1, LUX SUBDIVISION,
DOCUMENT NUMBER 441773
BILLINGS, YELLOWSTONE COUNTY, MONTANA



FEET



SIDEWALK EASEMENT DESCRIPTION

A tract of land situated in Lot 6, Block 1 of Lux Subdivision, Document No. 441773, of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana.

Basis of Bearings being Lux Subdivision, Document No. 441773.

Said tract being more particularly described as follows; Beginning at the southeast corner of said Lot 6, point also being on the north R-O-W of Lux Avenue; thence S 89°59'00" W along said R-O-W for a distance of 10.00 feet; thence leaving said R-O-W N 44°54'00" E for a distance of 14.12 feet to a point on the west R-O-W of Calhoun Lane; thence S 00°11'00" E along said R-O-W for a distance of 10.00 feet to the Point of Beginning.

Said tract of land containing 50 square feet more or less.

Parcel Line Table		
Line #	DIRECTION	LENGTH
L36	S89° 59' 00"W	10.00
L37	N44° 54' 00"E	14.12
L38	S00° 11' 00"E	10.00

LEGEND

SIDEWALK EASEMENT

RESERVED FOR CLERK AND RECORDER

CITY OF BILLINGS, MONTANA
SIDEWALK EASEMENT EXHIBIT
CITY W.O. 13-15
THIS EXHIBIT IS PREPARED BY THE CITY OF BILLINGS, MONTANA

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

RIGHT-OF-WAY EASEMENT

THIS INDENTURE, made and entered into this _____ day of _____, 20____, by and between the following:

Michael G. Sr. Rhodes
431 Calhoun Lane
Billings, Montana 59101-4815,
hereinafter referred to as **GRANTOR**

and

CITY OF BILLINGS, a Municipal Corporation
City Hall – 210 North 27th Street
PO Box 1178
Billings, Montana 59103-1178,
hereinafter referred to as **GRANTEE**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged;

WITNESSETH THAT GRANTOR does hereby grant, sell, and convey unto the **GRANTEE**, perpetual easement and right-of-way to construct, reconstruct, maintain, operate, repair and improve necessary fixtures and appurtenances for sidewalk, and accessibility ramps, and fire hydrants over, across, under, and through the real property more particularly described as follows:

A tract of land situated in Lot 1, Block 3 of Burns Subdivision Document No. 428539, of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana.

Basis of Bearings being Burns Subdivision Document No. 428539.

Said tract being more particularly described as follows;

Beginning at the southwest corner of said Lot 1, Block 3, point also being on the east R-O-W of Calhoun Lane; thence N 00°11'00" W along said R-O-W for a distance of 10.00 feet; thence leaving said R-O-W S 45°06'30" E for a distance of 14.16 feet to a point on the north R-O-W of Mitchell Avenue; thence S 89°58'00" W along said R-O-W for a distance of 10.00 feet to the Point of Beginning.

Said tract of land containing 50 square feet more or less.

More commonly referred to as 431 CALHOUN LN.

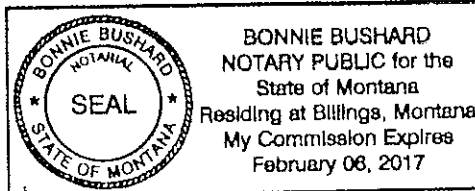
RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

TO HAVE AND TO HOLD unto **GRANTEE** and to its successors and assigns forever.

IN WITNESS WHEREOF, the **GRANTOR** warrants that they have good right to convey, free and clear of all encumbrances; the above-described interests in the real estate described and have hereunto set their hand.

Michael G. Rhodes Sr
MICHAEL G. Sr. RHODES (Owner)

STATE OF MONTANA)
 :SS
County of Yellowstone)



Bonnie Bushard

On this 24 day of July, 2014, before me, a Notary Public in and for the State of Montana, personally appeared MICHAEL G. Sr. RHODES, known to me to be the owner of said property whose name is subscribed to the foregoing instrument, and acknowledged to me that he duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

THOMAS W. HANEL,
Mayor, City of Billings

ATTEST:

CARI MARTIN, City Clerk

STATE OF MONTANA)
 :ss
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared THOMAS W HANEL and CARI MARTIN, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public in and for the State of Montana
Printed Name: _____
Residing at _____
My commission expires _____

EXHIBIT A

SIDEWALK EASEMENT
 SITUATED IN LOT 1, BLOCK 3, BURNS SUBDIVISION,
 DOCUMENT NUMBER 428539
 BILLINGS, YELLOWSTONE COUNTY, MONTANA



FEET



LOT 1, BLOCK 2
 BURNS SUBDIVISION, BLOCK 2 AMENDED

N89° 58' 00"E 70.00'

BENT REBAR

EXISTING
 PROPERTY LINE

N00° 11' 00"W 120.00'

S00° 11' 00"E 120.00'

A-03906
 LOT 1, BLOCK 3
 BURNS SUBDIVISION
 431 CALHOUN LANE

LOT 2, BLOCK 3
 BURNS SUBDIVISION

SIDEWALK
 EASEMENT

L28

L29

L30

S89° 58' 00"W 70.00'

P.O.B.

MITCHELL AVENUE

SIDEWALK EASEMENT DESCRIPTION

A tract of land situated in Lot 1, Block 3 of Burns Subdivision Document No. 428539, of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana.

Basis of Bearings being Burns Subdivision Document No. 428539.

Said tract being more particularly described as follows;
 Beginning at the southwest corner of said Lot 1, Block 3,
 point also being on the east R-O-W of Calhoun Lane;
 thence N 00°11'00" W along said R-O-W for a distance of
 10.00 feet; thence leaving said R-O-W S 45°06'30" E for a
 distance of 14.16 feet to a point on the north R-O-W of
 Mitchell Avenue; thence S 89°58'00" W along said R-O-W for
 a distance of 10.00 feet to the Point of Beginning.

Said tract of land containing 50 square feet more or less.

Parcel Line Table		
Line #	DIRECTION	LENGTH
L28	N00° 11' 00"W	10.00
L29	S45° 06' 30"E	14.16
L30	S89° 58' 00"W	10.00

LEGEND

SIDEWALK EASEMENT

RESERVED FOR CLERK AND RECORDER

CITY OF BILLINGS, MONTANA
 SIDEWALK EASEMENT EXHIBIT

CITY W.O. 13-15

THIS EXHIBIT IS PREPARED BY THE CITY OF BILLINGS, MONTANA

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

RIGHT-OF-WAY EASEMENT

THIS EASEMENT, made and entered into this ^{12th} day of August, 2014, by and between the following:

Kendra K. Waters
4547 Stone Street
Billings, Montana 59101-4944,
hereinafter referred to as **GRANTOR**

and

CITY OF BILLINGS, a Municipal Corporation
City Hall – 210 North 27th Street
PO Box 1178
Billings, Montana 59103-1178,
hereinafter referred to as **GRANTEE**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged;

WITNESSETH THAT GRANTOR does hereby grant, sell, and convey unto the **GRANTEE**, perpetual easement and right-of-way to construct, reconstruct, maintain, operate, repair and improve necessary fixtures and appurtenances for sidewalk, and accessibility ramps, and fire hydrants over, across, under, and through the real property more particularly described as follows:

A tract of land situated in Lot 10, Block 2 of Southwest Billings Subdivision, First Filing, Document No. 542416. Of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana;
Basis of Bearing being the plat of Southwest Billings Subdivision, First Filing, Document No. 542416.

Said tract being more particularly described as follows:
Beginning at the southwest corner of said Lot 10, Block 2, point also being on the east R-O-W of Calhoun Lane; thence N 00°10'00" W along said R-O-W for a distance of 10.00 feet; thence leaving said R-O-W S 45°06'15" E for a distance of 14.16 feet to a point on the north R-O-W of Stone Street; thence S 89°57'30" W along said R-O-W for a distance of 10.00 feet to the Point of Beginning.

Said tract of land containing 50 square feet more or less.

More commonly referred to as 4547 STONE STREET

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

TO HAVE AND TO HOLD unto GRANTEE and to its successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR warrants that they have good right to convey, free and clear of all encumbrances; the above-described interests in the real estate described and have hereunto set their hand.

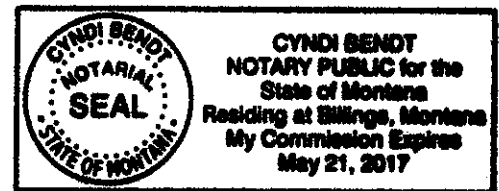
Kendra Waters
KENDRA K. WATERS (Owner)

MISSING
middle
initial 'K'

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this 12th day of August, 2014, before me, a Notary Public in and for the State of Montana, personally appeared KENDRA K. WATERS, known to me to be the owner of said property whose name is subscribed to the foregoing instrument, and acknowledged to me that she duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Cyndi Bendt



RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

THOMAS W. HANEL,
Mayor, City of Billings

ATTEST:

CARI MARTIN, City Clerk

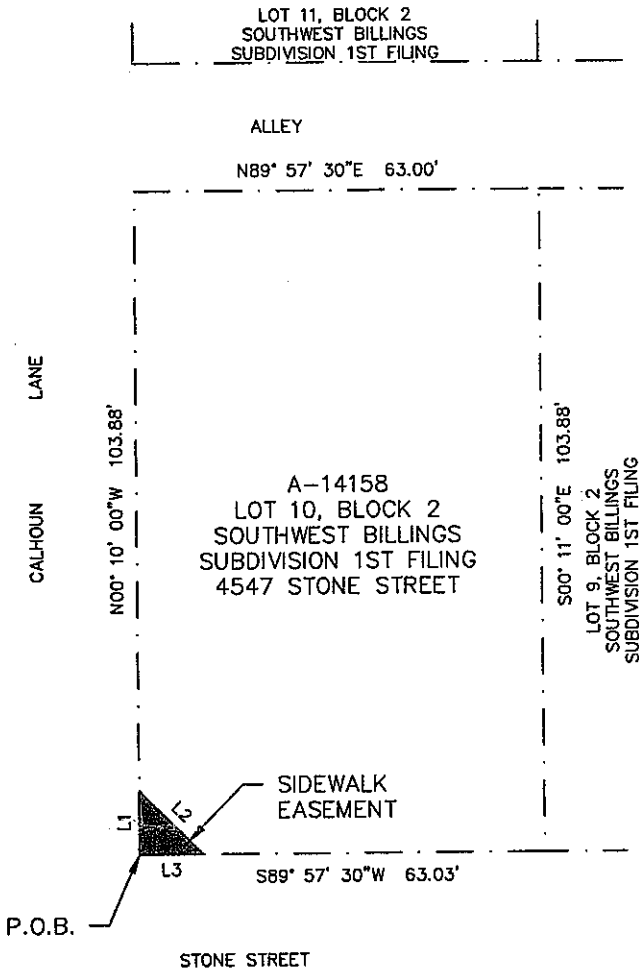
STATE OF MONTANA)
 :SS
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared THOMAS W HANEL and CARI MARTIN, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public in and for the State of Montana
Printed Name: _____
Residing at _____
My commission expires _____

EXHIBIT A

SIDEWALK EASEMENT
 SITUATED IN LOT 10, BLOCK 2
 SOUTHWEST BILLINGS SUBDIVISION FIRST FILING
 DOCUMENT NUMBER 542416
 BILLINGS, YELLOWSTONE COUNTY, MONTANA



Parcel Line Table		
Line #	DIRECTION	LENGTH
L1	N00° 10' 00"W	10.00
L2	S45° 06' 15"E	14.16
L3	S89° 57' 30"W	10.00

SIDEWALK EASEMENT DESCRIPTION

A tract of land situated in Lot 11, Block 3 of Southwest Billings Subdivision, First Filing, Document No. 542416. Of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana

Basis of Bearing being the plat of Southwest Billings Subdivision, First Filing, Document No. 542416.

Said tract being more particularly described as follows:
 Beginning at the southwest corner of said Lot 10, Block 2, point also being on the east R-O-W of Calhoun Lane; thence N 00°10'00" W along said R-O-W for a distance of 10.00 feet; thence leaving said R-O-W S 45°06'15" E for a distance of 14.16 feet to a point on the north R-O-W of Stone Street; thence S 89°57'30" W along said R-O-W for a distance of 10.00 feet to the Point of Beginning.

Said tract of land containing 50 square feet more or less.

LEGEND

SIDEWALK EASEMENT

RESERVED FOR CLERK AND RECORDER

CITY OF BILLINGS, MONTANA
 SIDEWALK EASEMENT EXHIBIT
 CITY W.O. 13-15
 THIS EXHIBIT IS PREPARED BY THE CITY OF BILLINGS, MONTANA

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

RIGHT-OF-WAY EASEMENT

THIS EASEMENT, made and entered into this day of Aug. 12, 2014, by and between the following:

Vernon and Debra Welch
4619 Simpson Street
Billings, Montana 59101-4744,
hereinafter referred to as **GRANTOR**

and

CITY OF BILLINGS, a Municipal Corporation
City Hall – 210 North 27th Street
PO Box 1178
Billings, Montana 59103-1178,
hereinafter referred to as **GRANTEE**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged;

WITNESSETH THAT GRANTOR does hereby grant, sell, and convey unto the **GRANTEE**, perpetual easement and right-of-way to construct, reconstruct, maintain, operate, repair and improve necessary fixtures and appurtenances for sidewalk, and accessibility ramps over, across, under, and through the real property more particularly described as follows:

A tract of land situated in Lot 6 of Simpson Subdivision, Document No. 564533. Of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana;

Said tract being more particularly described as follows: Being the south 4.00 feet of said Lot 6 of Simpson Subdivision.

Said tract of land containing 218 square feet more or less.

More commonly referred to as 4619 SIMPSON STREET

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

THOMAS W. HANEL,
Mayor, City of Billings

ATTEST:

CARI MARTIN, City Clerk

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared THOMAS W HANEL and CARI MARTIN, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public in and for the State of Montana

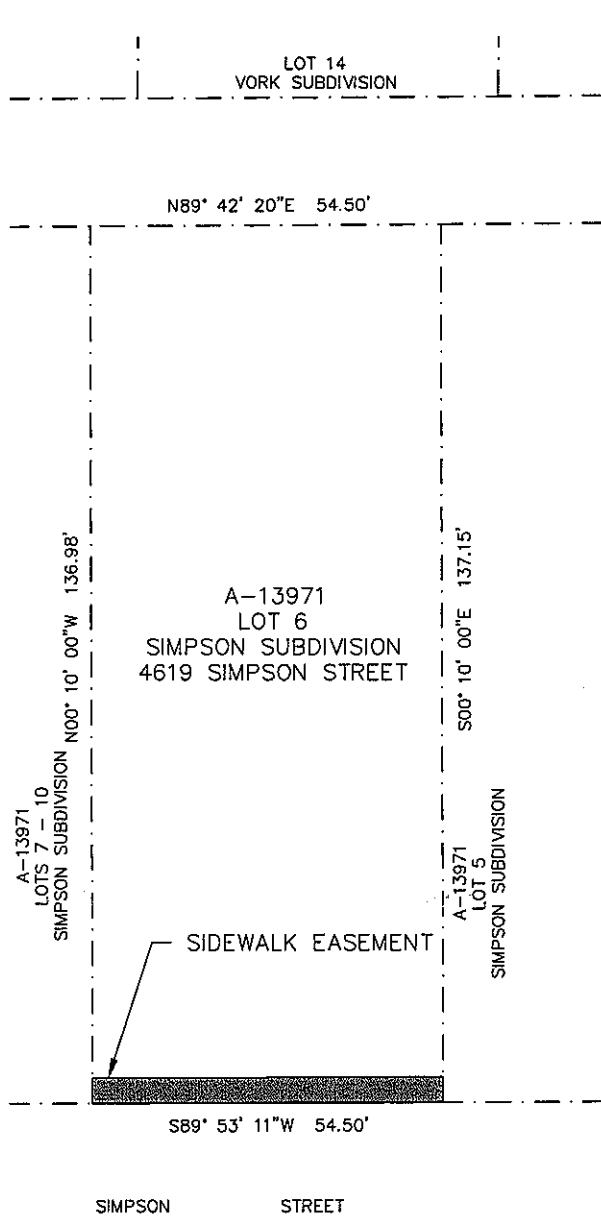
Printed Name: _____

Residing at _____

My commission expires _____

EXHIBIT A

SIDEWALK EASEMENT
SITUATED IN LOT 6 OF SIMPSON SUBDIVISION,
DOCUMENT NUMBER 564533
BILLINGS, YELLOWSTONE COUNTY, MONTANA



SIDEWALK EASEMENT DESCRIPTION

A tract of land situated in Lot 6 of Simpson Subdivision, Document No. 564533. Of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana

Said tract being more particularly described as follows: Being the south 4.00 feet of said Lot 6 of Simpson Subdivision. Said tract of land containing 218 square feet more or less.

LEGEND

 SIDEWALK EASEMENT

CITY OF BILLINGS, MONTANA
SIDEWALK EASEMENT EXHIBIT

CITY W.O. 13-15

THIS EXHIBIT IS PREPARED BY THE CITY OF BILLINGS, MONTANA

RESERVED FOR CLERK AND RECORDER

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

RIGHT-OF-WAY EASEMENT

THIS EASEMENT, made and entered into this _____ day of _____, 20____, by and between the following:

Peggy Jo Rollins and Heather D. Rollins
4609 Simpson Street
Billings, Montana 59101-4744,
hereinafter referred to as **GRANTOR**

and

CITY OF BILLINGS, a Municipal Corporation
City Hall – 210 North 27th Street
PO Box 1178
Billings, Montana 59103-1178,
hereinafter referred to as **GRANTEE**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged;

WITNESSETH THAT GRANTOR does hereby grant, sell, and convey unto the **GRANTEE**, perpetual easement and right-of-way to construct, reconstruct, maintain, operate, repair and improve necessary fixtures and appurtenances for sidewalk, and accessibility ramps over, across, under, and through the real property more particularly described as follows:

A tract of land situated in Lot 1C of Amended Plat of Lots 1 & 2 Simpson Subdivision, Document No. 1424902. Of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana;

Said tract being more particularly described as follows: Being the south 4.00 feet of said Lot 1C of Amended Plat of Lots 1 & 2 Simpson Subdivision.

Said tract of land containing 264 square feet more or less.

More commonly referred to as 4609-SIMPSON STREET

RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

TO HAVE AND TO HOLD unto GRANTEE and to its successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR warrants that they have good right to convey, free and clear of all encumbrances; the above-described interests in the real estate described and have hereunto set their hand.

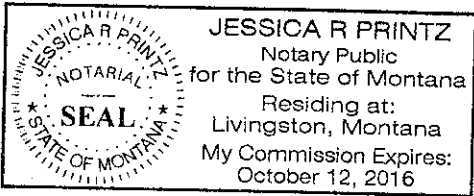
PEGGY JO ROLLINS (Co-Owner)

Heather D. Rollins - Heather D. Dimmick
HEATHER D. ROLLINS (Co-Owner)

STATE OF MONTANA)
 Park):ss
County of ~~Yellowstone~~)

On this 27th day of AUGUST, 2014, before me, a Notary Public in and for the State of Montana, personally appeared PEGGY JO ROLLINS and HEATHER D. ROLLINS, known to me to be the owners of said property whose names are subscribed to the foregoing instrument, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

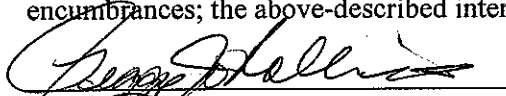
Jessica R. Printz



RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

TO HAVE AND TO HOLD unto **GRANTEE** and to its successors and assigns forever.

IN WITNESS WHEREOF, the **GRANTOR** warrants that they have good right to convey, free and clear of all encumbrances; the above-described interests in the real estate described and have hereunto set their hand.

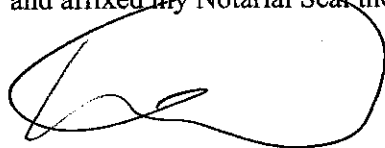


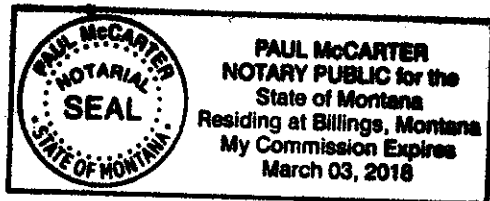
PEGGY JO ROLLINS (Co-Owner)

HEATHER D. ROLLINS (Co-Owner)

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this 11th day of September, 2014, before me, a Notary Public in and for the State of Montana, personally appeared PEGGY JO ROLLINS and ~~HEATHER D. ROLLINS~~, known to me to be the owners of said property whose names are subscribed to the foregoing instrument, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.





RETURN TO
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59103

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

THOMAS W. HANEL,
Mayor, City of Billings

ATTEST:

CARI MARTIN, City Clerk

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared THOMAS W HANEL and CARI MARTIN, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public in and for the State of Montana

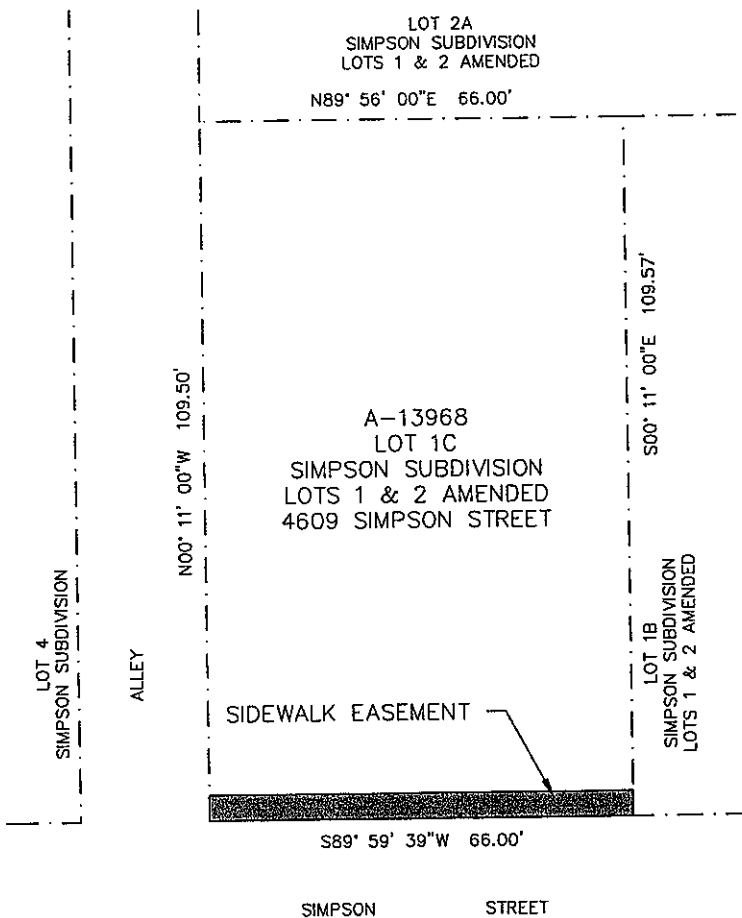
Printed Name: _____

Residing at _____

My commission expires _____

EXHIBIT A

SIDEWALK EASEMENT
 SITUATED IN LOT 1C OF SIMPSON SUBDIVISION,
 LOTS 1 & 2 AMENDED,
 DOCUMENT NUMBER 1424902
 BILLINGS, YELLOWSTONE COUNTY, MONTANA



SIDEWALK EASEMENT DESCRIPTION
 A tract of land situated in Lot 1C of Amended Plat of Lots 1 & 2 Simpson Subdivision, Document No. 1424902. Of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana

Said tract being more particularly described as follows:
 Being the south 4.00 feet of said Lot 1C of Amended Plat of Lots 1 & 2 Simpson Subdivision. Said tract of land containing 264 square feet more or less.

LEGEND

SIDEWALK EASEMENT

RESERVED FOR CLERK AND RECORDER

CITY OF BILLINGS, MONTANA
SIDEWALK EASEMENT EXHIBIT
 CITY W.O. 13-15
 THIS EXHIBIT IS PREPARED BY THE CITY OF BILLINGS, MONTANA

Regular City Council Meeting

Meeting Date: 10/14/2014

TITLE: Submittal of Application and Acceptance of 2014 Internet Crimes Against Children (ICAC) Continuation Grant in the Amount of \$256,253

PRESENTED BY: Rich St. John, Police Chief

Department: Police

PROBLEM/ISSUE STATEMENT

The City was notified that it is eligible for an Internet Crimes Against Children (ICAC) Grant for 2014 in the amount of \$254,693. This will be the eighth year that the City will receive the grant. This grant financially supports the Billings Police Department and fourteen affiliated agencies in the education, investigation, and prosecution of on-line child exploitation and pornography cases. This grant is for the twelve (12) month period of July 1, 2014, through June 30, 2015 and will provide funding for the salary and benefits of the program manager, overtime for the Montana affiliate task force officers, training, equipment, and supplies. City Council is being asked to approve submitting the continuation grant application, to accept the grant award in the amount of \$254,693 and to authorize the Mayor to sign the necessary grant documents.

ALTERNATIVES ANALYZED

The City Council may:

- Approve application submittal and finalization of the 2014 ICAC Continuation Grant; or
- Not approve application submittal and finalization of the 2014 ICAC Continuation Grant, which would result in less resources to investigate internet based child exploitation and pornography cases.

FINANCIAL IMPACT

One officer from the Billings Police Department is assigned to the grant to investigate internet based child exploitation and pornography cases. This position is already budgeted in the Detectives Division however, overtime and operational costs related to on-going investigations will be reimbursed by the grant. There will be City dollars spent, but these expenditures will be reimbursed through quarterly draws.

This grant also supports fourteen affiliated agencies. Expenses submitted to the Billings Police Department will be reimbursed after funds are received from the federal granting agency.

RECOMMENDATION

Staff recommends that City Council approve submitting the 2014 ICAC Continuation Grant application, accept the grant award in the amount of \$254,693, and authorize the Mayor to sign grant documents.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 10/14/2014

TITLE: Budget reallocations to support the Foreclosure Acquisition / Rehabilitation Program

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

The City's FY14-15 Community Development Block Grant (CDBG) allocation was insufficient to fund the popular *Foreclosure Acquisition / Rehabilitation* program in July 2014. Staff is requesting changes in the budget to reflect the following allocations to support this program:

- \$110,000 in program income from the sale of program properties.
- Up to \$50,000 from the Home Reinvestment Revolving Loan Program.
- \$2,990 from the FY2013-2014 CDBG First Time Homebuyer program.
- \$32,575 from the FY2013-2014 Foreclosure Acquisition / Rehabilitation Program.

ALTERNATIVES ANALYZED

City Council may:

- Approve changing the budget or;
- Disapprove changing the budget.

FINANCIAL IMPACT

This budget change would commit approximately \$195,000; adequate funding to purchase and rehabilitate a foreclosed property for sale to a low income household. Total costs to acquire and rehabilitate homes through this program range from \$153,000 to \$193,000 and averaged just under \$180,000.

RECOMMENDATION

Staff and the Community Development Board recommend City Council approve this budget change to support the Foreclosure Acquisition/Rehabilitation Program.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 10/14/2014

TITLE: Council Contingency Allocation to North Elevation Neighborhood Historic Registration

PRESENTED BY: Tina Volek, City Administrator

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The City Council agreed at a Sept. 15, 2014, work session to consider allocating \$2,000 to help enroll the North Elevation Neighborhood on the National Register of Historic Places. A resolution making the allocation (attached) is required to be adopted under the City Code.

The Yellowstone Historic Preservation Board's work plan has for five years included listing of the North Elevation Neighborhood on the national register. An archive workshop was held almost a year ago, and the preservation board worked with the North Elevation Task Force to identify 128 properties to be included in the application, which will go through both the State and Federal governments. Residents were enthusiastic about the project.

The North Elevation Neighborhood would become the first residential area in Billings to be listed on the register. The Billings Original Town site and the Old Towne Historic District are the areas already listed in Billings. The listing would not place any restrictions on remodeling or other activities in the neighborhood. It will give the area a sense of history and pride, which may improve property values.

The area roughly runs from 12th Street North to Beverly Hill, then down an alley between Parkhill and North 32nd Street, then down Avenue B from North 30th Street to North 27th Street.

ALTERNATIVES ANALYZED

City Council may:

- Approve the Contingency Fund Allocation of \$2,000, or;
- Not approve the allocation, which means there would be insufficient funds to complete the project.

FINANCIAL IMPACT

It will cost \$17,500 to hire a consultant to complete the State and Federal application process. The Historic Preservation board has received \$12,000 in grants for the process, and will contribute \$3,500 in in-kind costs and copying. The City Council match of \$2,000 will enable all 128 properties to be put on the register, which is a significant addition.

The Council Contingency for Fiscal Year 2015 is \$65,000, and \$168.92 has been spent so far on Community Conversations.

RECOMMENDATION

Staff recommends that Council allocate \$2,000 from Council Contingency to the North Elevation Neighborhood grant application for listing on the National Register of Historic Places.

APPROVED BY CITY ADMINISTRATOR

Resolution

RESOLUTION NO. 14-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, APPROVING USE OF UP TO \$2,000 OF COUNCIL CONTINGENCY FUNDS TO OBTAIN NATIONAL HISTORIC REGISTER LISTING FOR THE NORTH ELEVATION NEIGHBORHOOD

WHEREAS, the North Elevation Task Force and the Yellowstone Historic Preservation Board have collaborated to identify 128 residential properties in the North Elevation Neighborhood that are historic in nature because of their architecture and other factors; and

WHEREAS, the two groups would like to make the North Elevation Neighborhood the first residential neighborhood in Billings to be placed on the National Historic Register, a desire with which a majority of the property owners concur; and

WHEREAS, the Yellowstone Historic Preservation Board has received \$12,000 in grants and will contribute \$1,500 in in-kind services, but needs an additional \$2,000 to complete an application and take it through State and Federal processes; and

WHEREAS, the designation will recognize the history of the area named for developer Austin North, enhance a sense of pride in the neighborhood and possibly increase property values; and

WHEREAS, the City Council at its September 15, 2014, meeting authorized creation of a resolution transferring Council Contingency Funds to help with the project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BILLINGS MONTANA DOES HEREBY RESOLVE to allocate up to \$2,000 from the Council Contingency Fund, Acct. No. 010-1110-411.79-70, to the Yellowstone Historic Preservation Board 'FY 15 budget to help complete the application and obtain the National Register of Historic Places designation for the North Elevation neighborhood.

Approved and adopted this 14th day of October, 2014.

THE CITY OF BILLINGS

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

Cari Martin, City Clerk

Regular City Council Meeting

Meeting Date: 10/14/2014

TITLE: Zone Change 923 - 2nd reading

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

This is a zone change request from Agriculture-Open Space (A-1), 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 submitted a concurrent annexation petition and the Council annexed the property into the City on September 8 (AN#14-03). 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 forwarded a recommendation of approval and adoption of the findings of the 10 criteria for Zone Change 923 on a 5-0 vote. The City Council approved the zone change on 1st reading on September 22, 2014.

ALTERNATIVES ANALYZED

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

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

FINANCIAL IMPACT

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 itself is exempt from property taxes and city fees.

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

Ordinance

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: 10/14/2014

TITLE: Zone Change 924 - 2nd reading

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

This is a zone change request from 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 1605 Shiloh Road on December 19, 2013. The City Zoning Commission conducted a public hearing on September 2, 2014, and forwarded a recommendation of approval and adoption of the findings of the 10 criteria for Zone Change 924 on a 4-1 vote. The City Council approved the zone change on 1st reading on September 22, 2014.

ALTERNATIVES ANALYZED

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

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

FINANCIAL IMPACT

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.

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

Ordinance

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: 10/14/2014

TITLE: Zone Change 925 - 2nd reading

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

This is a zone change request from 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 forwarded a recommendation of approval and adoption of the findings of the 10 criteria on a 5-0 vote. The City Council approved the zone change on 1st reading on September 22, 2014.

ALTERNATIVES ANALYZED

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

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

FINANCIAL IMPACT

If the property is developed, the property tax base will increase. The new zoning will increase the city fee assessments for this parcel.

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

Ordinance

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

Regular City Council Meeting

Meeting Date: 10/14/2014

TITLE: Circle Fifty Subdivision, Amended Lot 1C-2, Block 1, Subsequent Minor Subdivision Preliminary Plat

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

On September 2, 2014, the Planning Division received an application for preliminary plat approval for Amended Lot 1C-2, Block 1, Circle Fifty Subdivision. The plat contains 2 lots on approximately 50,404 square feet of land generally located on the south side of Avenue B, just east of Shiloh Road. The property is currently vacant. The proposal splits the lot in half, and access to the new lots would be from reciprocal access easements from both Avenue B and Grand Avenue. The owner is Mountain Development Co., and the representing agent is Sanderson Stewart.

ALTERNATIVES ANALYZED

In accordance with state law, the City Council has 35 working days to act upon this preliminary subsequent minor plat. The 35 working day review period for the proposed plat ends on October 21, 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 subdivide land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 35-day review period, the City Council is required to:

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

FINANCIAL IMPACT

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

BACKGROUND

General location: South side of Avenue B, one block East of Shiloh Road

Legal Description: Lot 1C-2, Block 1, Circle Fifty Subdivision

Owner/Subdivider: Mountain Development Co.

Engineer and Surveyor: Sanderson Stewart

Existing Zoning: Community Commercial

Existing land use: vacant

Proposed land use: unknown

Gross/net area: 50,404 square feet

Proposed number of lots: 2

Lot sizes: 25,202 square feet each

Parkland requirements: Parkland is not required as this subdivision is only creating one additional lot.

STAKEHOLDERS

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

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Consistency with the Growth Policy, the 2014 Transportation Plan, and the Billings Area Bikeway and Trail Master Plan are discussed within the Findings of Fact.

SUMMARY

RECOMMENDATION

Staff recommends that the City Council conditionally approve the preliminary subsequent minor plat of Amended Lot 1C-2, Block 1, Circle Fifty Subdivision 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 Engineering 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 City of Billings, and the laws and Administrative Rules of the State of Montana.

APPROVED BY CITY ADMINISTRATOR

Preliminary Plat

Findings of Fact

Aerial View

Mayor's Letter

PRELIMINARY AMENDED PLAT OF LOT 1C-2, BLOCK 1,
CIRCLE FIFTY SUBDIVISION

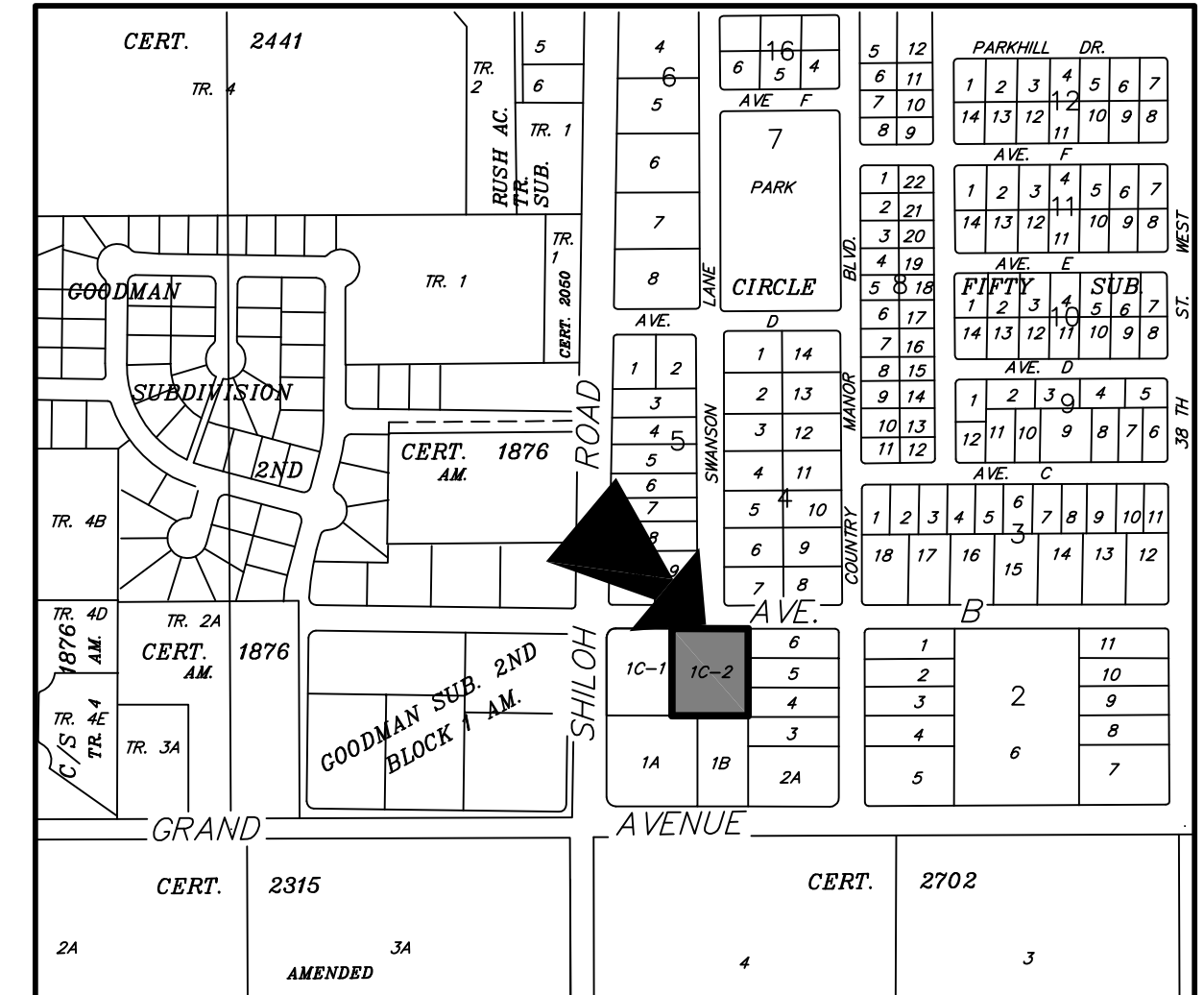
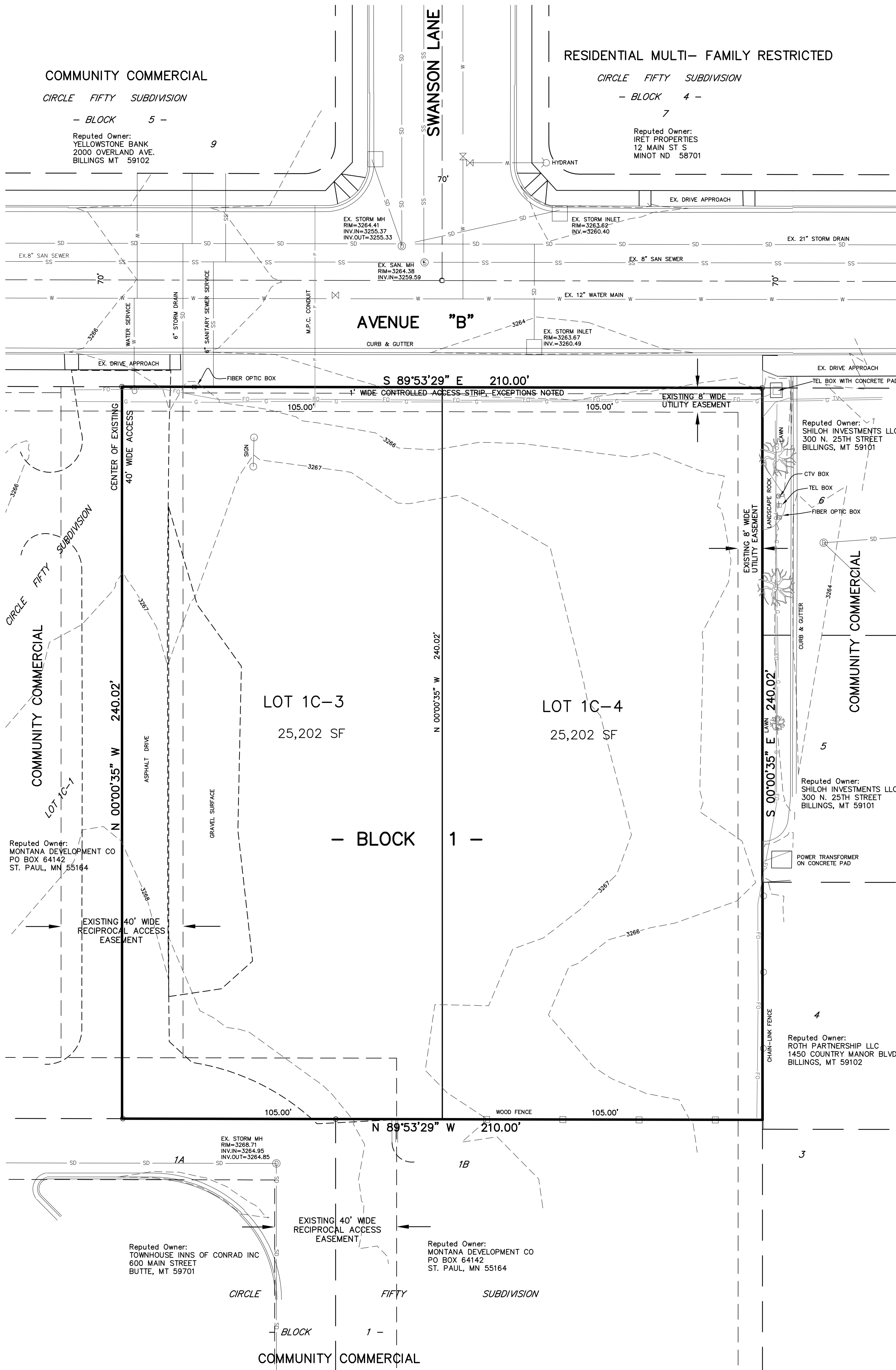
SITUATED IN THE SE1/4 OF SECTION 33, T. 1 N., R. 25 E., P.M.M.
 IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : ROBERT SUKIN

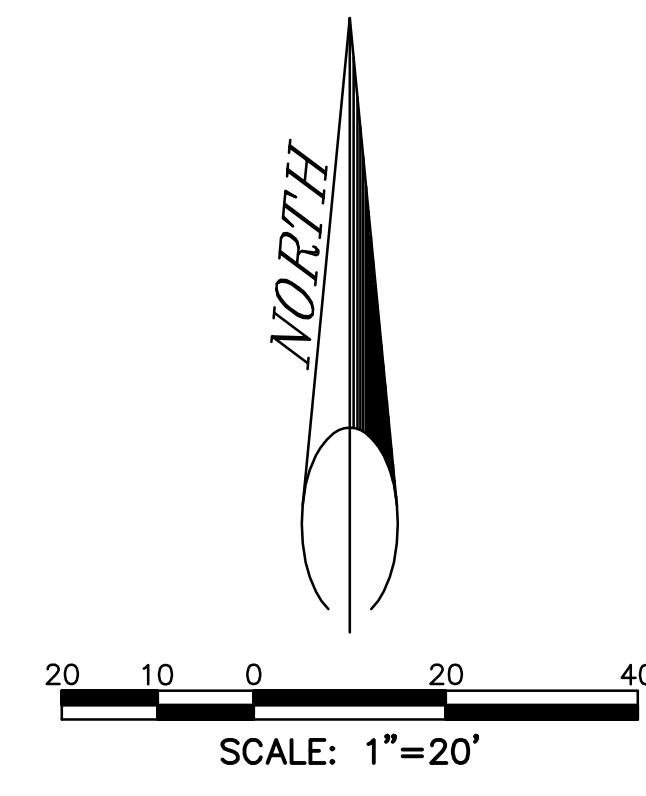
AUGUST 2014

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



VICINITY MAP
 NOT TO SCALE



- SS— SANITARY SEWER LINE
- W— WATER LINE
- SD— STORM DRAIN LINE
- G— GAS LINE
- P— POWER LINE
- FO— FIBER OPTIC LINE
- TV— CABLE TELEVISION

PLAT DATA

GROSS AREA	=	50,404 Sq Ft
NET AREA	=	50,404 Sq Ft
NUMBER OF LOTS	=	2
MINIMUM LOT SIZE	=	25,202 Sq Ft
MAXIMUM LOT SIZE	=	25,202 Sq Ft
LINEAL FEET OF STREETS	=	0
PARKLAND REQUIREMENT	=	NONE
EXISTING ZONING	=	COMMUNITY COMMERCIAL (CC)
SURROUNDING ZONING:		
NORTH	=	CC & RMF-R
SOUTH	=	CC
EAST	=	CC
WEST	=	CC
EXISTING LAND USE	=	VACANT
PROPOSED LAND USE	=	COMMERCIAL DEVELOPMENT
TAX CODE	=	A30024

Findings of Fact
Amended Lot 1C-2, Block 1, Circle Fifty Subdivision

Staff is forwarding the recommended Findings of Fact for Amended Lot 1C-2, Block 1, Circle Fifty Subdivision for review and approval by the City Council. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

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

1. Effect on agriculture and agricultural water user facilities

The subject property is within an urbanized commercial development. It has not been used for agricultural purposes for many years and has no irrigation facilities serving it. Development of this vacant property within an existing urbanized area may help prevent further development of nearby agricultural lands.

2. Effect on local services

- a. **Utilities** – Water service for the proposed lots will be from the existing water main in Avenue B. One service exists for Lot 1C-3, and one additional service will be installed for Lot 1C-4. Lot owners will be responsible for connection to these services at the time of lot development.

Sewer services for the proposed lots will also be provided from the existing sewer main in Avenue B. One service exists for Lot 1C-3, and one additional service will be installed for Lot 1C-4. Lot owners will be responsible for final connection to the services at the time of lot development.

Private utilities such as electric and gas are available to the lots upon development. Utility easements have been previously provided on the previous plats involving this property and will continue to be shown on the final plat.

- b. **Storm water** –All drainage improvements shall comply with the provisions of the City of Billings Storm Water Management Manual and Chapter 28, BMCC. Storm water will be contained on-site in accordance with a storm water management plan to be reviewed and approved at the time of lot development. No new connections to City’s storm drain system will be allowed for this subdivision.
- c. **Solid waste** - The City of Billings will provide solid waste collection and disposal. Dumpster location and design will be evaluated at the time of individual site development. The City’s landfill has adequate capacity for this waste.
- d. **Streets** – The subject property has frontage on Avenue B and currently has one curb cut for an approach shared with the property to the west. A second approach for proposed

Lot 1C-4 will be evaluated at the time of lot development. Additionally, the property has reciprocal access easements in place with the adjacent properties to the south allowing for through access via shared driveways to Grand Avenue.

- e. **Emergency services** - The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest emergency service station is located at Grand Avenue and 54th St. West (Station #7). The subdivision is located within the ambulance service area of American Medical Response.

There are existing fire hydrants to provide fire suppression for the subdivision.

- f. **Schools** –This commercial subdivision should have a minimal effect on schools.
- g. **Parks and Recreation** - Parkland dedication is not required for this subdivision, as it is a commercial subdivision creating one additional lot.
- h. **Mail Delivery** - The United States Postal Service did not respond to the request for comments prior to preparation of this report. Typically new services require a Central Box Unit. At the time of lot development and establishment of mail delivery, the type of service shall be reviewed and approved by the post office.

3. Effect on the natural environment

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

4. Effect on wildlife and wildlife habitat

The proposed subdivision should not affect wildlife or habitat. There are no known endangered or threatened species on the property and the property is nearby a very busy commercial development node.

5. Effect on the public health, safety and welfare

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

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

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

C. Does the subdivision conform to the Yellowstone County-City of Billings 2008 Growth Policy Update, the 2014 Billings Area Long Range Transportation Plan, and the Billings Area Bikeway and Trails Master Plan? [BMCC 23-303(H)(3)]

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

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

- a. **Goal:** Predictable land use decisions that are consistent with neighborhood character and preferred land use patterns identified in neighborhood plans (p. 6).
- b. **Goal:** New developments that are sensitive to and compatible with the character of adjacent city neighborhoods and County townsites (p.6).
- c. **Goal:** Contiguous development focused in and around existing population centers separated by open space (p. 6).
- d. **Goal:** More housing and business choices within each neighborhood (p. 6).

2. 2014 Billings Urban Area Long Range Transportation Plan

The proposed subdivision adheres to the goals and objectives of the 2014 Transportation Plan and preserves the street network and street hierarchy specified within the plan.

3. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway and Trail Master Plan does not identify any bike facilities along the Avenue B frontage of this property. The property is one block from Shiloh Road which has an existing multi-use path.

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

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

E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-303(H)(2)(e)]

The subject property is located in the Community Commercial zoning district. All development shall comply with the standards set forth in Section 27-1001, BMCC. Final zoning compliance will be determined at the time of the building permits for each lot.

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

The plat shows existing easements for utility services for the proposed subdivision. No new easements were requested by the utility companies at this time.

G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608(3)(d) and BMCC 23-303(H)(2)(c)]

Access to the subdivision shall be from Avenue B and through the private driveway network shared with the adjacent properties to the west and south.

CONCLUSIONS OF FINDING OF FACT

- The preliminary plat of Lot 1C-2, Block 1, Circle Fifty Subdivision, does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several goals and policies of the 2008 Growth Policy, and does not conflict with the 2014 Long-Range Transportation Plan or the Trail Plan.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements, and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

Approved by the Billings City Council, October 14, 2014.

Thomas W. Hanel, Mayor

Subject Property



Mayor's Approval Letter—Amended Lot 1C-2, Block 1, Circle Fifty Subdivision

October 15, 2014

Robert Sukin
Mountain Development, Co.
P.O. Box 21417
Billings, MT 59104

Dear Mr. Sukin:

On October 14, 2014, the Billings City Council conditionally approved the preliminary plat of Amended Lot 1C-2, Block 1, Circle Fifty Subdivision, 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 Engineering 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 City of Billings, and the laws and Administrative Rules of the State of Montana.

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

Sincerely,

Thomas W. Hanel, Mayor

Pc: Pete Knapp, Sanderson Stewart

Regular City Council Meeting

Meeting Date: 10/14/2014

TITLE: Final Plat of Bitterroot Heights Subdivision, 2nd Filing

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

The final plat for Bitterroot Heights Subdivision, 2nd Filing is being presented to Council for approval. On June 24, 2013, the City Council conditionally approved the preliminary plat of this 70-lot subdivision. The 79-acre subject property is generally located north of Mary Street and west of Bitterroot Drive in the Billings Heights. The property was formerly the site of an Empire Sand and Gravel mining operation, and was master planned as a large residential subdivision in 2004. This is the second filing of the subdivision. It is zoned Residential-7000-Restricted (R-70-R). Sixty-nine new residential lots are proposed, and one large parcel will be further developed in a future filing. The owner is BCJM, LLC, Matt Brosovich, President, and the representing agent is Interstate Engineering, Inc. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

ALTERNATIVES ANALYZED

The City Council may approve or deny the final plat of Bitterroot Heights Subdivision, 2nd Filing. If the Council chooses to deny the final plat, it must base the denial on the criteria outlined in MCA 76-3-611 and BMCC Section 23-307.

FINANCIAL IMPACT

Should the City Council approve the final plat, the newly created lots may be developed and sold separately which will increase tax revenues for the City.

RECOMMENDATION

Staff recommends that the City Council approve the final plat of Bitterroot Heights Subdivision, 2nd Filing.

APPROVED BY CITY ADMINISTRATOR

Final Plat

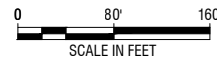
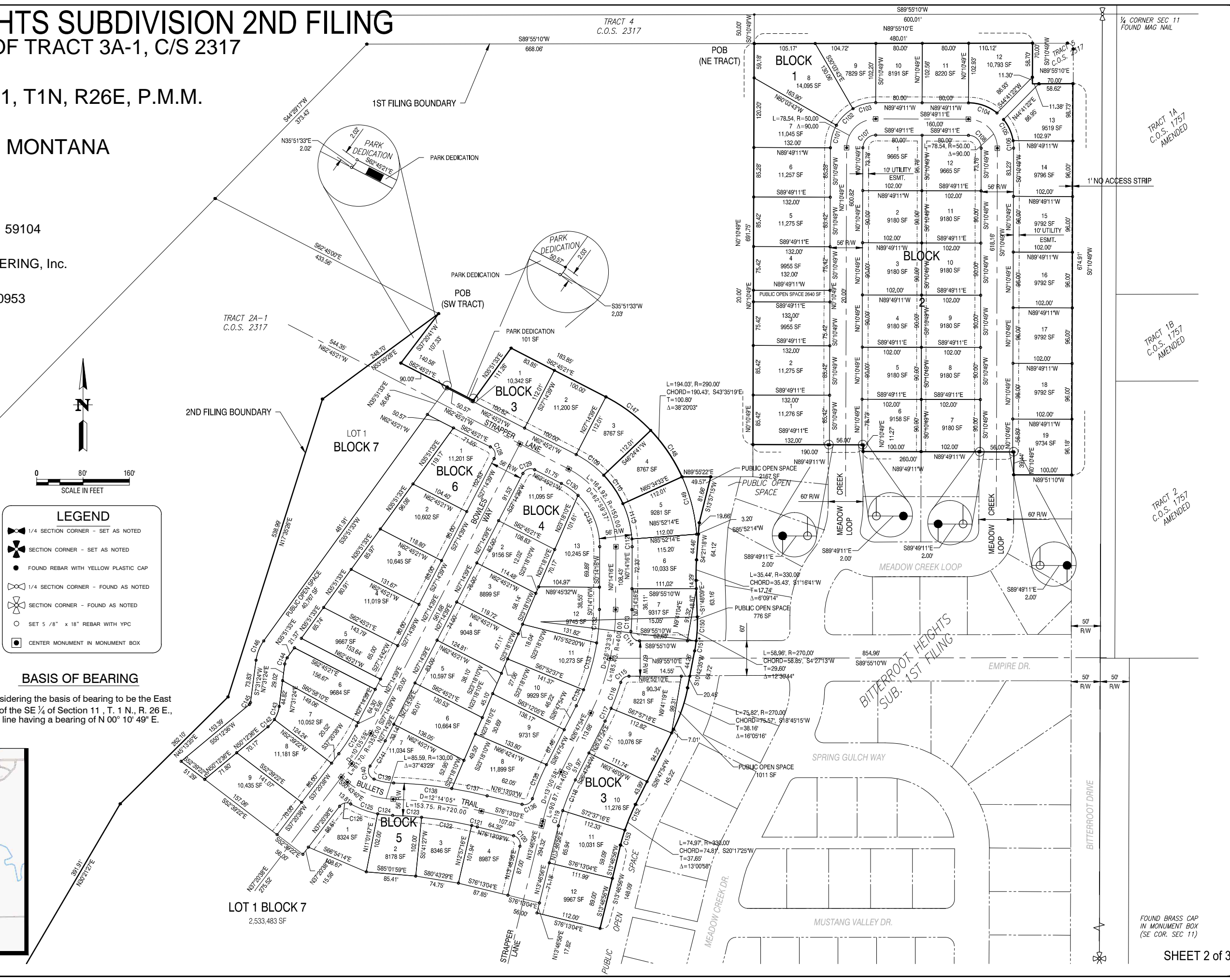
BITTERROOT HEIGHTS SUBDIVISION 2ND FILING

BEING THE REMAINDER OF TRACT 3A-1, C/S 2317
 2nd AMENDED
 WITHIN SE 1/4 SECTION 11, T1N, R26E, P.M.M.
 CITY OF BILLINGS,
 YELLOWSTONE COUNTY, MONTANA

Prepared for: BCJM, LLC
 P.O. BOX 30218
 BILLINGS, MONTANA 59104

Prepared by: INTERSTATE ENGINEERING, Inc.
 P.O. BOX 20953
 BILLINGS, MT. 59104-0953

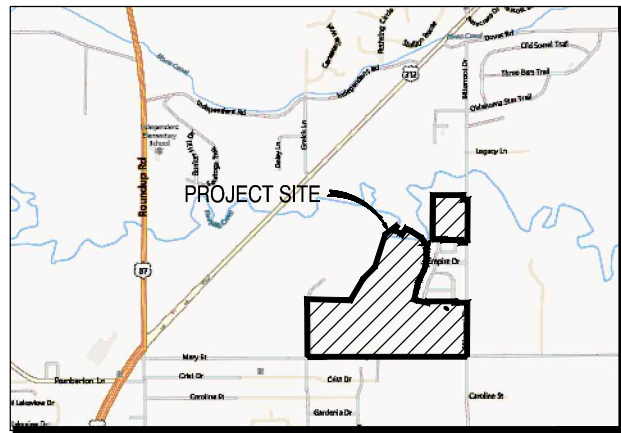
Date: SEPTEMBER 2014



LEGEND	
	1/4 SECTION CORNER - SET AS NOTED
	SECTION CORNER - SET AS NOTED
	FOUND REBAR WITH YELLOW PLASTIC CAP
	1/4 SECTION CORNER - FOUND AS NOTED
	SECTION CORNER - FOUND AS NOTED
	SET 5/8" x 18" REBAR WITH YPC
	CENTER MONUMENT IN MONUMENT BOX

BASIS OF BEARING

Considering the basis of bearing to be the East line of the SE 1/4 of Section 11, T. 1 N., R. 26 E., said line having a bearing of N 00° 10' 49" E.



FOUND BRASS CAP IN MONUMENT BOX (SE COR. SEC 11)

Regular City Council Meeting

Meeting Date: 10/14/2014
TITLE: Payment of Claims September 8, 2014
PRESENTED BY: Patrick M. Weber, Finance Director
Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,887,352.68 have been audited and are presented for City Council payment approval. A complete listing of the claims dated September 8, 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 09-08

Check Date	Check	Name	Amount	Account	Item Desc
09/08/2014	778248	Advanced Traffic Products Inc	\$4,839.00	2110-31320-402430	model 721 opticom, one channel, two dir detector
09/08/2014	778251	Archie Cochrane	\$125.36	0100-51210-402320	5135178
09/08/2014	778251	Archie Cochrane	\$280.94	1500-21120-402320	5135405
09/08/2014	778251	Archie Cochrane	\$8.00	1500-21120-402320	5135881
09/08/2014	778251	Archie Cochrane	\$3,315.00	6300-17530-407310	BPD Car #1543 #2014-225
09/08/2014	778262	Bison Motor Company	\$28,298.56	2510-21870-403560	ICAC Vehicle.
09/08/2014	778265	Braun-Ayers Industries Inc	\$4,435.52	5610-71130-403660	Invoice #12594. Repairs to Airport Command vehicle 2010 Ford SUV from May 2014 Hail Storm
09/08/2014	778269	Business Tax Section	\$144.15	0100-51140-403990	Business tax on Prorover pruning and tree trimming.
09/08/2014	778269	Business Tax Section	\$5,105.16	4250-31840-409310	WO 10-19 Shiloh Conservation Area; CO#1 01/17/14
09/08/2014	778269	Business Tax Section	\$345.00	8400-31840-409310	WO 10-19 Shiloh Conservation Area; CO #1 01/17/14
09/08/2014	778269	Business Tax Section	\$818.39	2100-31100-409311	WO 13-23 Shiloh Conservation Area Paths
09/08/2014	778269	Business Tax Section	\$155.11	8400-31840-409310	WO 13-23 Shiloh Conservation Area Paths
09/08/2014	778269	Business Tax Section	\$188.13	4700-00000-201100	SID 1395 Boca Raton Road
09/08/2014	778269	Business Tax Section	\$26.33	8400-00000-201100	SID 1395 Boca Raton Road
09/08/2014	778269	Business Tax Section	\$9.52	2050-00000-201100	SID 1395 Boca Raton Road
09/08/2014	778269	Business Tax Section	\$66.76	5030-74910-409390	WO 12-42 WTP Laboratory Renovation; CO#17 07/28/014
09/08/2014	778269	Business Tax Section	\$3,101.50	1990-15050-409340	WO 14-05 SBURD Sewer Phase 1
09/08/2014	778269	Business Tax Section	\$83.37	5030-75910-409340	WO 14-05 SBURD Sewer Phase 1
09/08/2014	778269	Business Tax Section	\$1,190.00	5620-71200-409290	Terminal Building Hot Water Boiler
09/08/2014	778269	Business Tax Section	\$20.00	0100-51140-403990	Business tax on Prorover pruning and tree trimming.
09/08/2014	778269	Business Tax Section	\$7.51	2050-31310-409310	WO 09-20 Rimrock Road Forsythia to Shiloh; CO#2 08/12/13
09/08/2014	778269	Business Tax Section	\$81.53	2050-31310-409310	WO 09-20 Rimrock Rd to Forsythia to Shiloh; Fund transfer 4440 111.55 and 5030 1033.51 1-15-14
09/08/2014	778273	Cmg Construction, Inc.	\$81,020.25	2100-31100-409311	WO 13-23 Shiloh Conservation Area Paths
09/08/2014	778273	Cmg Construction, Inc.	\$15,356.25	8400-31840-409310	WO 13-23 Shiloh Conservation Area Paths
09/08/2014	778273	Cmg Construction, Inc.	\$505,410.83	4250-31840-409310	WO 10-19 Shiloh Conservation Area; CO #1 01/17/14
09/08/2014	778273	Cmg Construction, Inc.	\$34,155.00	8400-31840-409310	WO 10-19 Shiloh Conservation Area; CO #1 01/17/14
09/08/2014	778275	Cop Construction Co	\$18,625.14	4700-00000-201100	SID 1395 Boca Raton Road
09/08/2014	778275	Cop Construction Co	\$2,605.86	8400-00000-201100	SID 1395 Boca Raton Road
09/08/2014	778275	Cop Construction Co	\$941.77	2050-00000-201100	SID 1395 Boca Raton Road
09/08/2014	778275	Cop Construction Co	\$307,048.83	1990-15050-409340	WO 14-05 SBURD Sewer Phase 1
09/08/2014	778275	Cop Construction Co	\$8,253.63	5030-75910-409340	WO 14-05 SBURD Sewer Phase 1
09/08/2014	778278	Cummins Rocky Mountain Llc	\$34.69	5710-71440-402320	AUTO &TRUCK MAINT.ITEMS
09/08/2014	778278	Cummins Rocky Mountain Llc	\$681.75	1500-21120-402320	004-89756
09/08/2014	778278	Cummins Rocky Mountain Llc	\$3,027.04	5410-31220-402320	004-89872
09/08/2014	778278	Cummins Rocky Mountain Llc	\$51.91	5410-31220-402320	004-89872
09/08/2014	778278	Cummins Rocky Mountain Llc	-\$681.75	1500-21120-402320	004-89907
09/08/2014	778278	Cummins Rocky Mountain Llc	\$997.67	1500-21120-402320	004-89936
09/08/2014	778278	Cummins Rocky Mountain Llc	-\$500.00	5410-31220-402320	004-89977
09/08/2014	778278	Cummins Rocky Mountain Llc	\$3,661.21	5410-31220-402320	004-90453
09/08/2014	778281	Dick Anderson Construction Inc	\$6,609.24	5030-74910-409390	WO 12-42 WTP Laboratory Renovation; CO#17 07/28/14
09/08/2014	778282	Dixie Petro-Chem	\$2,752.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 296220
09/08/2014	778282	Dixie Petro-Chem	\$562.50	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 296221
09/08/2014	778282	Dixie Petro-Chem	\$326.75	0100-51260-402290	Chemicals for Rose pool.
09/08/2014	778287	Eide Bailly LLP	\$10,000.00	5410-31210-403590	Forensic accounting & internal Controls investigation
09/08/2014	778288	Entrance Controls	\$15,640.00	5210-15220-409480	Element Upgrade for Scan Net. Software for parking garage gates.
09/08/2014	778303	Iaff	\$4,485.35	9000-00000-209920	Payroll Summary
09/08/2014	778305	Integrated Information Solutions Inc.	\$1,798.13	6200-19110-405370	Hardware Maintenance 9/16/14-7/30/16 3572-S4H SN OS6804435
09/08/2014	778305	Integrated Information Solutions Inc.	\$1,798.13	6200-19110-405370	Hardware Maintenance 9/16/14-7/30/16 3572-S4H SN OS6802785
09/08/2014	778308	JCG Technologies, Inc	\$8,500.00	0100-12120-402120	JCG Court Technology Court Recorder
09/08/2014	778308	JCG Technologies, Inc	\$1,738.50	0100-12200-402120	JCG Court Technology Portable Recorder
09/08/2014	778315	Knife River (JTL Group Inc.)	\$5,835.87	2110-31320-404710	asphalt
09/08/2014	778315	Knife River (JTL Group Inc.)	\$62.42	2110-31320-404520	1 1/2" crushed base
09/08/2014	778315	Knife River (JTL Group Inc.)	\$743.29	2050-31310-409310	WO 09-20 Rimrock Road Forsythia to Shiloh; CO#2 08/12/13.
09/08/2014	778315	Knife River (JTL Group Inc.)	\$8,071.87	2050-31310-409310	WO 09-20 Rimrock Rd Forsythia to Shiloh; Fund Transfer 11,044.97 from 440 and 102317.81 from 5030 11-15-14
09/08/2014	778327	Montana CSED	\$4,088.25	9000-00000-209926	Payroll Summary
09/08/2014	778333	Montana State Fireman's Assoc	\$3,454.79	9000-00000-209924	Payroll Summary
09/08/2014	778335	Morrison Maierle Inc	\$3,093.87	4050-71250-409685	Environmental Assessment RW10R - Federal
09/08/2014	778335	Morrison Maierle Inc	\$343.76	4050-71250-409686	Environmental Assessment RW10R - Local Share
09/08/2014	778335	Morrison Maierle Inc	\$4,694.81	4050-71250-409685	Amendment 10 - AIP 46 Air Carrier Ramp - CA - Federal Share
09/08/2014	778335	Morrison Maierle Inc	\$521.64	4050-71250-409686	Amendment 10 - AIP 46 Air Carrier Ramp - CA - Local Share
09/08/2014	778335	Morrison Maierle Inc	\$8,926.19	4070-71280-409397	Engineering Services for Airport Detention Pond D Expansion & Outfall Routing.
09/08/2014	778341	MT Waterworks	\$216.60	5030-75910-409340	Clamp
09/08/2014	778341	MT Waterworks	\$45.71	5020-74000-402450	Flange
09/08/2014	778341	MT Waterworks	\$4,782.71	5020-00000-141000	SYSTEMS PO NUM 296185
09/08/2014	778343	New World Systems	\$2,886.00	1500-21500-403553	Mobile LE Accident Maintenance 7/1/14-10/31/14
09/08/2014	778345	NorthWestern Energy	\$6,366.08	5020-73140-403410	2251 Belknap Ave
09/08/2014	778345	NorthWestern Energy	\$33,952.43	5020-74000-403410	2251 Belknap Ave

Check Date	Check	Name	Amount	Account	Item Desc
09/08/2014	778345	NorthWestern Energy	\$127,321.60	5020-74000-403410	2251 Belknap Ave
09/08/2014	778345	NorthWestern Energy	\$2,122.02	5120-83140-403410	2251 Belknap Ave
09/08/2014	778345	NorthWestern Energy	\$24,609.04	5610-71120-403410	0100482-9. Main Vault. August 2014
09/08/2014	778345	NorthWestern Energy	\$1,521.48	0100-51270-403410	Monthly electrical charges.
09/08/2014	778345	NorthWestern Energy	\$1,086.10	5020-74000-403410	1699 High Sierra
09/08/2014	778345	NorthWestern Energy	\$84.43	0100-51410-403410	07125396
09/08/2014	778345	NorthWestern Energy	\$25.34	5610-71170-403410	1341288-7. Old National/Alamo CW. August 2014
09/08/2014	778345	NorthWestern Energy	\$15.58	0100-51120-403410	09208018
09/08/2014	778345	NorthWestern Energy	\$197.61	6070-22350-403410	10069151
09/08/2014	778345	NorthWestern Energy	\$231.31	0100-51120-403410	11412848
09/08/2014	778345	NorthWestern Energy	\$1,302.51	0100-51120-403410	11607801
09/08/2014	778345	NorthWestern Energy	\$7.40	0100-51120-403410	12300661
09/08/2014	778345	NorthWestern Energy	\$18.31	0100-51410-403410	16352890
09/08/2014	778345	NorthWestern Energy	\$8.53	2110-31320-403410	20470001
09/08/2014	778345	NorthWestern Energy	\$9.11	2110-31320-403410	20470118
09/08/2014	778345	NorthWestern Energy	\$194.43	5210-15950-403410	21283197
09/08/2014	778345	NorthWestern Energy	\$13.98	0100-51120-403410	30208375
09/08/2014	778344	NorthWestern Energy	\$4,096.58	8100-31830-403410	SILMD 13 ACCT# 0721276-4
09/08/2014	778344	NorthWestern Energy	\$1,443.01	8100-31830-403410	SILMD 149 ACCT# 0712593-3
09/08/2014	778344	NorthWestern Energy	\$290.04	8100-31830-403410	SILMD 208 ACCT# 0712645-1
09/08/2014	778348	Plumb MT INC	\$117,810.00	5620-71200-409290	Terminal Building Hot Water Boiler
09/08/2014	778351	Prorover	\$1,517.52	0100-51140-403990	Pruning and removing of 83 trees in Billings Parks and the cemetery.
09/08/2014	778351	Prorover	\$462.48	7020-51710-403690	Pruning and removing of 83 trees in Billings Parks and the cemetery.
09/08/2014	778351	Prorover	\$10,475.04	0100-51140-403990	Pruning and removing of 83 trees in Billings Parks and the cemetery.
09/08/2014	778351	Prorover	\$3,795.81	7020-51710-403690	Pruning and removing of 83 trees in Billings Parks and the cemetery.
09/08/2014	778355	Qwest Communications	\$31.01	5610-71100-403450	Qwest 406-245-1044 Airport Terminal Power M
09/08/2014	778355	Qwest Communications	\$46.92	5710-71470-403450	Qwest 406-245-1789 Transit STS
09/08/2014	778355	Qwest Communications	\$55.63	5410-31230-403450	Qwest 406-245-7193 Solid Waste Landfill
09/08/2014	778355	Qwest Communications	\$96.93	5410-31230-403450	Qwest 406-245-9820 Solid Waste Landfil
09/08/2014	778355	Qwest Communications	\$31.01	2110-31320-403450	Qwest 406-245-9906 PW Traffic Signal 4th 27
09/08/2014	778355	Qwest Communications	\$45.63	5610-71100-403450	Qwest 406-248-3068 Airport Ind Park Gate 9
09/08/2014	778355	Qwest Communications	\$46.92	5710-71410-403450	Qwest 406-254-7038 MET Transit
09/08/2014	778355	Qwest Communications	\$7,303.46	2250-22320-403450	Qwest 406-255-9700 E911
09/08/2014	778355	Qwest Communications	\$45.63	1500-22250-403450	Qwest 406-655-0728 Fire Maintenance Shop
09/08/2014	778355	Qwest Communications	\$3,211.56	6060-19310-403450	Qwest 406-657-8377 Main System Centrex
09/08/2014	778355	Qwest Communications	\$66.85	6060-19310-403450	Qwest 406-248-9124 Met Measured Lines 406-248-9124 406-248-9179
09/08/2014	778355	Qwest Communications	\$63.76	6060-19310-403450	Qwest 406-248-3329 Airport Measured Lines 406-248-3329 406-248-9989
09/08/2014	778355	Qwest Communications	\$96.03	6060-19310-403450	Qwest 406-657-3009 PUD Measured Lines 406-657-3009 406-247-8579
09/08/2014	778355	Qwest Communications	\$31.03	1500-21110-403450	Qwest 406-245-6600 Crime Prevention Alarm
09/08/2014	778355	Qwest Communications	\$65.02	6060-19310-403450	Qwest BOC Measured Lines 406-252-3774 406-252-3789
09/08/2014	778355	Qwest Communications	\$0.91	2250-22320-403450	Qwest 406-255-9702 E911 Backup Line 4 Call Reroute 2250-22320-403450
09/08/2014	778355	Qwest Communications	\$126.75	2600-55120-403450	Qwest 406-245-1579 Library 6 lines (4) Library 2600-55120-403450 (2) Phone 6060-19310-403450 (\$63.02)
09/08/2014	778355	Qwest Communications	\$63.02	6060-19310-403450	Qwest 406-245-1579 Library 6 lines (4) Library 2600-55120-403450 (2) Phone 6060-19310-403450 (\$63.02)
09/08/2014	778355	Qwest Communications	\$31.65	6200-19110-403450	Qwest 406-245-4437 Kenco Security Alarm IT Alarm
09/08/2014	778363	Sprockets Machine & Welding	\$4,745.00	5610-71130-402320	Invoice #214132. Repairs to snowplow hitches from damage that occurred during snow removal last year.
09/08/2014	778364	St Vincent Occupational Health	\$1,350.00	0100-17500-403572	Drug Testing/On-site Nursing/DOT Physicals/Hep B shots
09/08/2014	778364	St Vincent Occupational Health	\$310.00	1500-21110-403510	Drug Testing/On-site Nursing/DOT Physicals/Hep B shots
09/08/2014	778364	St Vincent Occupational Health	\$110.00	1500-21710-403510	Drug Testing/On-site Nursing/DOT Physicals/Hep B shots
09/08/2014	778364	St Vincent Occupational Health	\$40.00	1500-22240-403510	Drug Testing/On-site Nursing/DOT Physicals/Hep B shots
09/08/2014	778364	St Vincent Occupational Health	\$180.00	2110-31320-403510	Drug Testing/On-site Nursing/DOT Physicals/Hep B shots
09/08/2014	778364	St Vincent Occupational Health	\$52.50	5020-73110-403510	Drug Testing/On-site Nursing/DOT Physicals/Hep B shots
09/08/2014	778364	St Vincent Occupational Health	\$40.00	5020-74000-403510	Drug Testing/On-site Nursing/DOT Physicals/Hep B shots
09/08/2014	778364	St Vincent Occupational Health	\$56.00	5020-75000-403510	Drug Testing/On-site Nursing/DOT Physicals/Hep B shots
09/08/2014	778364	St Vincent Occupational Health	\$17.50	5120-83110-403510	Drug Testing/On-site Nursing/DOT Physicals/Hep B shots
09/08/2014	778364	St Vincent Occupational Health	\$84.00	5120-85000-403510	Drug Testing/On-site Nursing/DOT Physicals/Hep B shots
09/08/2014	778364	St Vincent Occupational Health	\$420.00	5410-31230-403510	Drug Testing/On-site Nursing/DOT Physicals/Hep B shots
09/08/2014	778364	St Vincent Occupational Health	\$40.00	5610-71120-403510	Drug Testing/On-site Nursing/DOT Physicals/Hep B shots
09/08/2014	778364	St Vincent Occupational Health	\$60.00	5610-71130-403510	Drug Testing/On-site Nursing/DOT Physicals/Hep B shots
09/08/2014	778364	St Vincent Occupational Health	\$315.00	5610-71150-403510	Drug Testing/On-site Nursing/DOT Physicals/Hep B shots
09/08/2014	778364	St Vincent Occupational Health	\$110.00	5710-71420-403510	Drug Testing/On-site Nursing/DOT Physicals/Hep B shots
09/08/2014	778364	St Vincent Occupational Health	\$70.00	5710-71470-403510	Drug Testing/On-site Nursing/DOT Physicals/Hep B shots

Check Date	Check	Name	Amount	Account	Item Desc
09/08/2014	778364	St Vincent Occupational Health	\$510.00	6270-17520-405160	Drug Testing/On-site Nursing/DOT Physicals/Hep B shots
09/08/2014	778364	St Vincent Occupational Health	\$2,750.00	0100-17500-403572	Drug Testing, On-Site Nursing, DOT, Hep B shots #42899
09/08/2014	778364	St Vincent Occupational Health	\$244.26	1500-21710-403510	Drug Testing, On-Site Nursing, DOT, Hep B shots #42899
09/08/2014	778364	St Vincent Occupational Health	\$20.00	1500-22250-403510	Drug Testing, On-Site Nursing, DOT, Hep B shots #42899
09/08/2014	778364	St Vincent Occupational Health	\$280.00	2110-31320-403510	Drug Testing, On-Site Nursing, DOT, Hep B shots #42899
09/08/2014	778364	St Vincent Occupational Health	\$40.00	2600-55170-403510	Drug Testing, On-Site Nursing, DOT, Hep B shots #42899
09/08/2014	778364	St Vincent Occupational Health	\$205.00	5020-73120-403510	Drug Testing, On-Site Nursing, DOT, Hep B shots #42899
09/08/2014	778364	St Vincent Occupational Health	\$28.00	5020-75000-403510	Drug Testing, On-Site Nursing, DOT, Hep B shots #42899
09/08/2014	778364	St Vincent Occupational Health	\$42.00	5120-85000-403510	Drug Testing, On-Site Nursing, DOT, Hep B shots #42899
09/08/2014	778364	St Vincent Occupational Health	\$40.00	5410-31230-403510	Drug Testing, On-Site Nursing, DOT, Hep B shots #42899
09/08/2014	778364	St Vincent Occupational Health	\$280.00	5710-71420-403510	Drug Testing, On-Site Nursing, DOT, Hep B shots #42899
09/08/2014	778364	St Vincent Occupational Health	\$70.00	5710-71470-403510	Drug Testing, On-Site Nursing, DOT, Hep B shots #42899
09/08/2014	778364	St Vincent Occupational Health	\$40.00	6010-15530-403510	Drug Testing, On-Site Nursing, DOT, Hep B shots #42899
09/08/2014	778364	St Vincent Occupational Health	\$480.00	6270-17520-405160	Drug Testing, On-Site Nursing, DOT, Hep B shots #42899
09/08/2014	778369	Sunset Excavation	\$4,100.00	5050-75150-403671	724 Tabriz
09/08/2014	778372	Tire-Rama	\$30.00	5410-31230-402390	tire repair
09/08/2014	778372	Tire-Rama	\$99.82	5410-31230-402390	inv# 1050238447 tire repair 99.82
09/08/2014	778372	Tire-Rama	\$15.00	2110-31320-402320	1050237973
09/08/2014	778372	Tire-Rama	\$15.00	2110-31320-402320	1050238208
09/08/2014	778372	Tire-Rama	\$900.00	5410-31220-402390	daily repairs
09/08/2014	778372	Tire-Rama	\$764.00	5410-31220-402390	new tires for stock
09/08/2014	778372	Tire-Rama	\$1,337.00	5410-31220-402390	new tag tires for stock
09/08/2014	778372	Tire-Rama	\$249.95	5410-31230-402390	new tire for landfill service truck
09/08/2014	778372	Tire-Rama	\$1,115.50	5410-31220-402390	recaps inv 1050237260
09/08/2014	778372	Tire-Rama	\$1,379.00	5410-31220-402390	inv# 1050237259 recaps from plant
09/08/2014	778372	Tire-Rama	\$1,473.50	5410-31220-402390	inv# 1050237100 recaps
09/08/2014	778372	Tire-Rama	\$15.00	2110-31320-402320	1050237511
09/08/2014	778372	Tire-Rama	\$150.00	5410-31230-402390	tire repairs at landfill
09/08/2014	778372	Tire-Rama	\$1,030.00	5410-31220-402390	daily repairs
09/08/2014	778372	Tire-Rama	\$1,295.00	5410-31220-402390	front steer tires
09/08/2014	778372	Tire-Rama	\$686.50	5410-31220-402390	our recaps
09/08/2014	778372	Tire-Rama	\$1,103.25	5410-31220-402390	our recaps inv 1050237751
09/08/2014	778372	Tire-Rama	\$686.50	5410-31220-402390	recaps inv# 1050237753
09/08/2014	778372	Tire-Rama	\$1,115.00	5410-31220-402390	our recaps
09/08/2014	778372	Tire-Rama	\$1,237.54	2110-31320-402320	1050237143
09/08/2014	778372	Tire-Rama	\$30.00	5410-31230-402390	tire repair at landfill
09/08/2014	778372	Tire-Rama	\$1,405.50	5410-31220-402390	our recaps from plant
09/08/2014	778372	Tire-Rama	\$1,353.50	5410-31220-402390	our recaps from plant
09/08/2014	778372	Tire-Rama	\$440.00	5410-31220-402390	tire repairs
09/08/2014	778372	Tire-Rama	\$927.00	5410-31220-402390	inv# 1050237920 our recaps
09/08/2014	778372	Tire-Rama	\$15.00	1500-21120-402320	1040127974
09/08/2014	778372	Tire-Rama	\$15.00	2110-31320-402320	1050238417
09/08/2014	778373	Town & Country Supply Association	\$19,835.11	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 296227
09/08/2014	778373	Town & Country Supply Association	\$27,006.57	5610-71180-402313	Invoice #203309. QTA Car Rental Fuel
09/08/2014	778373	Town & Country Supply Association	\$21,831.92	5710-00000-141000	BUS MET PO NUM 296213
09/08/2014	26	U.S. Bank PCards	\$1,506.39	2190-22500-402280	Wb Promotion - PCard
09/08/2014	26	U.S. Bank PCards	\$59.91	2400-43010-402190	Walmart.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$150.00	1500-21120-402261	Vonzipper Web - PCard
09/08/2014	26	U.S. Bank PCards	\$297.00	2400-43010-403824	Utah Chapter Apa - PCard
09/08/2014	26	U.S. Bank PCards	\$95.00	2110-31320-403350	Uls License - PCard
09/08/2014	26	U.S. Bank PCards	\$357.19	2510-21870-403822	Thrifty Car Rental - PCard
09/08/2014	26	U.S. Bank PCards	\$242.25	5610-71150-402290	The Biosolve Company - PCard
09/08/2014	26	U.S. Bank PCards	\$393.47	5020-74000-402220	Tfs*Fisher Sci Atl - PCard
09/08/2014	26	U.S. Bank PCards	\$1,565.85	5020-74000-402220	Tfs*Fisher Sci Atl - PCard
09/08/2014	26	U.S. Bank PCards	\$178.66	5020-74000-402220	Tfs*Fisher Sci Atl - PCard
09/08/2014	26	U.S. Bank PCards	\$993.00	5020-74000-402450	Tank Equipment, Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$993.00	5020-74000-402450	Tank Equipment, Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$156.00	2650-67720-402290	Steep World - PCard
09/08/2014	26	U.S. Bank PCards	\$64.70	7380-12640-402190	Sober Camel - PCard
09/08/2014	26	U.S. Bank PCards	\$37.52	5710-71440-402410	Six Robblees No 6 - PCard
09/08/2014	26	U.S. Bank PCards	\$90.63	1500-21150-402285	Seymouroufsycamore1 - PCard
09/08/2014	26	U.S. Bank PCards	-\$0.09	2600-55190-403225	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$10.58	2600-55190-403222	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$56.86	2600-55190-403225	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$6.82	2600-55190-403255	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$7.96	2600-55190-403255	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$7.96	2600-55180-402290	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$25.88	2600-55180-402290	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$98.66	2600-55180-402290	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$287.00	2600-55180-402290	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$401.88	2600-55180-402925	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$376.74	2600-55180-402290	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$125.58	2600-55180-402290	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$1,149.95	1500-21200-402610	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$54.30	1500-21200-402610	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$40.34	1500-21200-402610	Amazon Mktplace Pmts - PCard

Check Date	Check	Name	Amount	Account	Item Desc
09/08/2014	26	U.S. Bank PCards	\$24.21	1500-21200-402610	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$39.00	0100-51280-402290	Gary Brink Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$570.67	5610-71130-403653	Genesis Lamp Corp - PCard
09/08/2014	26	U.S. Bank PCards	\$33.52	2650-67720-402290	The Ups Store 2594 - PCard
09/08/2014	26	U.S. Bank PCards	\$16.13	0100-51210-403110	The Ups Store 4741 - PCard
09/08/2014	26	U.S. Bank PCards	\$17.98	2110-31320-402290	Oreilly Auto 00015511 - PCard
09/08/2014	26	U.S. Bank PCards	\$18.45	0100-51420-402290	Oreilly Auto 00015511 - PCard
09/08/2014	26	U.S. Bank PCards	\$29.96	0100-51420-402290	Oreilly Auto 00015511 - PCard
09/08/2014	26	U.S. Bank PCards	\$279.00	5610-71130-402320	Oreilly Auto 00015511 - PCard
09/08/2014	26	U.S. Bank PCards	\$13.38	1500-22290-402490	Oreilly Auto 00015511 - PCard
09/08/2014	26	U.S. Bank PCards	\$48.99	5410-31230-402290	Oreilly Auto 00015511 - PCard
09/08/2014	26	U.S. Bank PCards	\$24.97	0100-51420-402290	Oreilly Auto 00015511 - PCard
09/08/2014	26	U.S. Bank PCards	\$800.00	6500-15670-403690	Stanley Steemer/Blngs - PCard
09/08/2014	26	U.S. Bank PCards	\$395.00	6500-15660-403660	Stanley Steemer/Blngs - PCard
09/08/2014	26	U.S. Bank PCards	\$339.00	0100-12200-402190	Cartridge World Rmt213 - PCard
09/08/2014	26	U.S. Bank PCards	\$346.00	0100-12200-402190	Cartridge World Rmt213 - PCard
09/08/2014	26	U.S. Bank PCards	\$18.00	0100-12200-402190	Cartridge World Rmt213 - PCard
09/08/2014	26	U.S. Bank PCards	\$50.25	5610-71120-402450	Sherwin Williams So#1710 - PCard
09/08/2014	26	U.S. Bank PCards	\$71.90	5610-71120-402450	Sherwin Williams So#1710 - PCard
09/08/2014	26	U.S. Bank PCards	\$212.45	5610-71120-402450	Sherwin Williams So#1710 - PCard
09/08/2014	26	U.S. Bank PCards	\$179.10	5410-31220-402290	Sherwin Williams So#1710 - PCard
09/08/2014	26	U.S. Bank PCards	\$1,200.14	2600-55160-402190	Nationalaud - PCard
09/08/2014	26	U.S. Bank PCards	\$48.43	5610-71130-403660	Usa Communications - PCard
09/08/2014	26	U.S. Bank PCards	\$95.59	5610-71120-403660	Usa Communications - PCard
09/08/2014	26	U.S. Bank PCards	\$126.70	5610-71120-402450	Ww Grainger - PCard
09/08/2014	26	U.S. Bank PCards	\$964.38	5610-71120-402450	Ww Grainger - PCard
09/08/2014	26	U.S. Bank PCards	\$182.32	5610-71120-402450	Ww Grainger - PCard
09/08/2014	26	U.S. Bank PCards	\$148.33	5610-71120-402450	Ww Grainger - PCard
09/08/2014	26	U.S. Bank PCards	\$55.08	5610-71120-402450	Ww Grainger - PCard
09/08/2014	26	U.S. Bank PCards	\$190.75	5610-71120-402410	Ww Grainger - PCard
09/08/2014	26	U.S. Bank PCards	\$330.12	5710-71430-402450	Ww Grainger - PCard
09/08/2014	26	U.S. Bank PCards	\$58.65	5020-74000-402360	Ww Grainger - PCard
09/08/2014	26	U.S. Bank PCards	\$60.79	5610-71130-403653	Ww Grainger - PCard
09/08/2014	26	U.S. Bank PCards	\$0.90	5410-31220-402290	Ww Grainger - PCard
09/08/2014	26	U.S. Bank PCards	\$25.23	5020-75000-402120	Ww Grainger - PCard
09/08/2014	26	U.S. Bank PCards	\$16.82	5120-85000-402120	Ww Grainger - PCard
09/08/2014	26	U.S. Bank PCards	\$28.32	5020-74000-402450	Ww Grainger - PCard
09/08/2014	26	U.S. Bank PCards	\$79.56	5020-74000-402450	Ww Grainger - PCard
09/08/2014	26	U.S. Bank PCards	\$535.99	5410-31230-402320	Ww Grainger - PCard
09/08/2014	26	U.S. Bank PCards	\$222.04	5020-74000-402360	Ww Grainger - PCard
09/08/2014	26	U.S. Bank PCards	\$65.38	5020-74000-402360	Ww Grainger - PCard
09/08/2014	26	U.S. Bank PCards	\$284.44	5020-74000-402360	Ww Grainger - PCard
09/08/2014	26	U.S. Bank PCards	\$11.52	0100-51120-402290	Ww Grainger - PCard
09/08/2014	26	U.S. Bank PCards	\$43.42	2600-55120-402260	Ww Grainger - PCard
09/08/2014	26	U.S. Bank PCards	\$35.04	2600-55120-403670	Ww Grainger - PCard
09/08/2014	26	U.S. Bank PCards	\$199.00	6300-17530-403820	Mt Gov Online Trns - PCard
09/08/2014	26	U.S. Bank PCards	\$26.77	0100-51400-403824	Mt Gov Online Trns - PCard
09/08/2014	26	U.S. Bank PCards	\$145.00	2400-43010-403824	Mt Gov Online Trns - PCard
09/08/2014	26	U.S. Bank PCards	\$48.00	5020-75000-403350	Mt Gov Online Trns - PCard
09/08/2014	26	U.S. Bank PCards	\$32.00	5120-85000-403350	Mt Gov Online Trns - PCard
09/08/2014	26	U.S. Bank PCards	\$432.00	6010-15530-403990	Mt Gov Online Trns - PCard
09/08/2014	26	U.S. Bank PCards	\$200.00	1500-21400-403822	Mt Gov Online Trns - PCard
09/08/2014	26	U.S. Bank PCards	\$473.70	2830-65810-403822	Alaska Air 0272152113514 - PCard
09/08/2014	26	U.S. Bank PCards	\$709.90	1500-22250-402410	Www.Newegg.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$24.20	6200-19110-402290	Www.Newegg.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$34.87	1500-21400-402280	Www.Newegg.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$9.90	5610-71170-402450	Bridger Steel-Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$25.00	8400-31840-403824	Exxonmobil 45940327 - PCard
09/08/2014	26	U.S. Bank PCards	\$37.01	2510-21870-403822	Exxonmobil 48028724 - PCard
09/08/2014	26	U.S. Bank PCards	\$65.98	0100-51120-402260	Famous Footwear #142195 - PCard
09/08/2014	26	U.S. Bank PCards	\$104.93	1500-21200-402610	Office Max - PCard
09/08/2014	26	U.S. Bank PCards	\$12.95	5610-71140-402290	Ups*1Z12Tw240390028214 - PCard
09/08/2014	26	U.S. Bank PCards	\$55.52	0100-51260-402230	Ups*1Zu6347T0395023817 - PCard
09/08/2014	26	U.S. Bank PCards	\$11.09	0100-51210-408199	Ups*Adj00168871863141 - PCard
09/08/2014	26	U.S. Bank PCards	\$59.97	2730-67820-402690	Cvs Pharmacy #5307 - PCard
09/08/2014	26	U.S. Bank PCards	\$106.50	5410-31230-403420	American Water & Technolo - PCard
09/08/2014	26	U.S. Bank PCards	\$4.00	0100-51240-402250	Dolrtree 2828 00028282 - PCard
09/08/2014	26	U.S. Bank PCards	\$17.00	8400-31840-402290	Dolrtree 3026 00030262 - PCard
09/08/2014	26	U.S. Bank PCards	\$27.00	0100-51260-402290	Dolrtree 3799 00037994 - PCard
09/08/2014	26	U.S. Bank PCards	\$947.33	2510-21870-403822	Hertz Rent-A-Car - PCard
09/08/2014	26	U.S. Bank PCards	\$10.42	0100-51120-402390	Lisacs Billingstire Sp - PCard
09/08/2014	26	U.S. Bank PCards	\$111.12	0100-51120-402390	Lisacs Billingstire Sp - PCard
09/08/2014	26	U.S. Bank PCards	\$20.00	0100-51120-402390	Lisacs Billingstire Sp - PCard
09/08/2014	26	U.S. Bank PCards	\$813.60	0100-51120-402390	Lisacs Billingstire Sp - PCard
09/08/2014	26	U.S. Bank PCards	\$80.24	0100-51120-402390	Lisacs Billingstire Sp - PCard
09/08/2014	26	U.S. Bank PCards	\$42.91	5610-71140-402290	L A Police Gear Inc - PCard

Check Date	Check	Name	Amount	Account	Item Desc
09/08/2014	26	U.S. Bank PCards	\$251.89	1500-21120-402261	L A Police Gear Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$29.40	0100-51420-402290	Dxpe - Precision - PCard
09/08/2014	26	U.S. Bank PCards	\$149.70	1500-22290-402410	Dxpe - Precision - PCard
09/08/2014	26	U.S. Bank PCards	\$22.79	1500-22290-402410	Dxpe - Precision - PCard
09/08/2014	26	U.S. Bank PCards	\$25.45	5020-74000-402290	Dxpe - Precision - PCard
09/08/2014	26	U.S. Bank PCards	\$25.44	5120-84300-402290	Dxpe - Precision - PCard
09/08/2014	26	U.S. Bank PCards	\$142.49	5610-71150-403660	Dxpe - Precision - PCard
09/08/2014	26	U.S. Bank PCards	\$10.00	2110-31320-402630	Dxpe - Precision - PCard
09/08/2014	26	U.S. Bank PCards	\$81.39	5410-31220-402290	Dxpe - Precision - PCard
09/08/2014	26	U.S. Bank PCards	\$89.81	1500-21150-403822	Comfort Inn & Suites - PCard
09/08/2014	26	U.S. Bank PCards	\$89.81	1500-21150-403822	Comfort Inn & Suites - PCard
09/08/2014	26	U.S. Bank PCards	\$125.00	5210-15210-403824	Inst Of Trans Engineers - PCard
09/08/2014	26	U.S. Bank PCards	\$8.03	2600-55120-403450	Accuconference - PCard
09/08/2014	26	U.S. Bank PCards	\$35.60	5710-71430-402630	Zee Medical 00022012 - PCard
09/08/2014	26	U.S. Bank PCards	\$2,228.71	5610-71120-402450	American Floor Mats - PCard
09/08/2014	26	U.S. Bank PCards	\$32.19	6010-15500-402190	Paypal *Blazingtrad - PCard
09/08/2014	26	U.S. Bank PCards	\$195.00	2400-43010-403824	Paypal *Map - PCard
09/08/2014	26	U.S. Bank PCards	\$285.76	5610-71150-402220	Paypal *Us Safety - PCard
09/08/2014	26	U.S. Bank PCards	\$635.03	5610-71120-402450	Touchfreeconcepts - PCard
09/08/2014	26	U.S. Bank PCards	\$9.89	0100-51120-402290	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$18.47	0100-51120-402410	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$10.98	2110-31320-402410	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$172.72	5610-71120-403660	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$797.28	5610-71130-403650	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$290.28	5610-71130-403650	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$253.94	6500-15670-402340	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$9.96	6500-15660-402450	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$331.52	5210-15930-402450	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$86.36	6500-15670-402340	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$30.72	6500-15660-402450	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$15.98	6500-15660-402210	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$152.00	6500-15670-402340	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	-\$152.00	6500-15670-402340	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$39.99	6500-15660-402210	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$56.92	6500-15660-402210	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$19.98	6500-15660-402210	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$23.98	6500-15660-402450	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$104.86	0100-51260-402925	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$94.08	7690-51820-402290	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$175.00	5210-15930-402450	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$15.48	5210-15910-403650	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$15.48	5210-15920-403650	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$15.48	5210-15930-403650	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$19.99	1500-22260-402450	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$43.94	5410-31220-402290	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$69.96	0100-51120-402390	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$88.60	5610-71120-402450	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$25.78	5610-71120-402450	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$25.78	5610-71120-402450	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$93.92	1500-22290-402490	Lowe #00319* - PCard
09/08/2014	26	U.S. Bank PCards	\$63.60	6500-15660-402450	Edge Construction Supp - PCard
09/08/2014	26	U.S. Bank PCards	\$55.17	5020-75000-403660	Edge Construction Supp - PCard
09/08/2014	26	U.S. Bank PCards	\$36.78	5120-85000-403660	Edge Construction Supp - PCard
09/08/2014	26	U.S. Bank PCards	\$7.04	5020-74000-402360	Edge Construction Supp - PCard
09/08/2014	26	U.S. Bank PCards	\$192.28	5020-75000-403660	Edge Construction Supp - PCard
09/08/2014	26	U.S. Bank PCards	\$128.18	5120-85000-403660	Edge Construction Supp - PCard
09/08/2014	26	U.S. Bank PCards	\$181.00	2650-67720-402290	Pita Pit - 06 - 009 - PCard
09/08/2014	26	U.S. Bank PCards	\$122.50	2400-43010-403920	Pita Pit - 06 - 009 - PCard
09/08/2014	26	U.S. Bank PCards	\$13.87	0100-51210-408199	Walgreens #12155 - PCard
09/08/2014	26	U.S. Bank PCards	\$600.00	5610-71190-402450	Paypal *Custombio - PCard
09/08/2014	26	U.S. Bank PCards	\$125.00	1500-21110-403170	Pp*Maximumagav - PCard
09/08/2014	26	U.S. Bank PCards	\$125.00	1500-21110-403170	Pp*Maximumagav - PCard
09/08/2014	26	U.S. Bank PCards	\$119.75	2510-21870-402190	Tlo Transunion - PCard
09/08/2014	26	U.S. Bank PCards	\$1,839.34	8730-51990-402290	Ferguson Ent #3027 - PCard
09/08/2014	26	U.S. Bank PCards	\$202.58	5610-71120-402450	Ferguson Ent #3027 - PCard
09/08/2014	26	U.S. Bank PCards	\$21.59	0100-51420-402290	Ferguson Ent #3027 - PCard
09/08/2014	26	U.S. Bank PCards	\$68.40	5610-71130-402260	Vf Imagewear Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$88.24	2510-21870-402190	Conferencing - PCard
09/08/2014	26	U.S. Bank PCards	\$155.85	5610-71130-402260	Paypal *Countryoutf - PCard
09/08/2014	26	U.S. Bank PCards	\$30.00	2400-43010-403824	R&R Trading, Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$30.00	2600-55190-403380	R&R Trading, Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$99.99	0100-51420-402290	Cabelas Retail Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$300.36	1500-21120-402120	Cabelas Retail Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$10.24	2480-12620-402190	Fedex 448234910046766 - PCard
09/08/2014	26	U.S. Bank PCards	\$11.05	2480-12620-402190	Fedex 448234910046773 - PCard
09/08/2014	26	U.S. Bank PCards	\$10.49	2480-12620-402190	Fedex 448234910046780 - PCard

Check Date	Check	Name	Amount	Account	Item Desc
09/08/2014	26	U.S. Bank PCards	\$22.97	2480-12620-402190	Fedex 840102268622 - PCard
09/08/2014	26	U.S. Bank PCards	\$13.50	6200-19110-403120	Fedex 91407436 - PCard
09/08/2014	26	U.S. Bank PCards	\$80.04	1500-21110-403110	Fedex 91407436 - PCard
09/08/2014	26	U.S. Bank PCards	\$67.67	0100-15120-403210	Fedex 91407436 - PCard
09/08/2014	26	U.S. Bank PCards	\$29.99	0100-51120-402260	Kohl'S #1265 - PCard
09/08/2014	26	U.S. Bank PCards	\$33.24	5610-71130-403650	Probuild N #409 - PCard
09/08/2014	26	U.S. Bank PCards	\$43.94	5610-71170-402450	Probuild N #409 - PCard
09/08/2014	26	U.S. Bank PCards	\$2,400.00	1500-21200-407910	Billings Clinic - PCard
09/08/2014	26	U.S. Bank PCards	\$29.02	0100-51210-403665	Plug N Pay Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$450.00	0100-51290-402290	Oa Graphics - PCard
09/08/2014	26	U.S. Bank PCards	\$72.00	0100-51260-402290	Oa Graphics - PCard
09/08/2014	26	U.S. Bank PCards	\$91.23	0100-51260-402290	Elifeguard Inc. - PCard
09/08/2014	26	U.S. Bank PCards	\$234.00	6500-15650-403590	International Facility M - PCard
09/08/2014	26	U.S. Bank PCards	\$90.30	5710-71410-403990	Garda Ci - PCard
09/08/2014	26	U.S. Bank PCards	\$857.82	5610-71120-402450	Battery Systems #65 - PCard
09/08/2014	26	U.S. Bank PCards	\$521.70	5710-71440-402390	Hi Mile Tire Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$40.00	5710-71470-402390	Hi Mile Tire Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$450.00	2400-43010-403826	Assn. Of Metro Planning - PCard
09/08/2014	26	U.S. Bank PCards	\$91.00	0100-51120-402260	Snappyduds - PCard
09/08/2014	26	U.S. Bank PCards	-\$156.06	0100-12200-403824	Westin Kierland Resort - PCard
09/08/2014	26	U.S. Bank PCards	\$400.00	6500-15660-402450	Continental Gate Company - PCard
09/08/2014	26	U.S. Bank PCards	\$284.85	1500-21120-402261	Tac1Systems - PCard
09/08/2014	26	U.S. Bank PCards	\$318.24	1500-21120-402290	Tac1Systems - PCard
09/08/2014	26	U.S. Bank PCards	\$60.06	5410-31220-402290	American Weldi12035754 - PCard
09/08/2014	26	U.S. Bank PCards	\$114.80	5410-31220-402290	American Weldi12035754 - PCard
09/08/2014	26	U.S. Bank PCards	\$215.56	5020-74000-402410	American Weldi12035754 - PCard
09/08/2014	26	U.S. Bank PCards	\$75.02	5020-74000-402450	American Weldi12035754 - PCard
09/08/2014	26	U.S. Bank PCards	\$34.32	2110-31320-402420	American Weldi12035754 - PCard
09/08/2014	26	U.S. Bank PCards	\$106.17	5610-71130-402370	American Weldi12035754 - PCard
09/08/2014	26	U.S. Bank PCards	\$17.16	0100-51120-403990	American Weldi12035754 - PCard
09/08/2014	26	U.S. Bank PCards	\$338.61	5020-74000-402220	American Weldi12035754 - PCard
09/08/2014	26	U.S. Bank PCards	\$60.06	5410-31210-402290	American Weldi12035754 - PCard
09/08/2014	26	U.S. Bank PCards	\$46.69	5020-75000-402410	American Weldi12035754 - PCard
09/08/2014	26	U.S. Bank PCards	\$31.13	5120-85000-402410	American Weldi12035754 - PCard
09/08/2014	26	U.S. Bank PCards	\$112.10	5020-74000-402450	American Weldi12035754 - PCard
09/08/2014	26	U.S. Bank PCards	\$28.03	2110-31320-402420	American Weldi12035754 - PCard
09/08/2014	26	U.S. Bank PCards	\$140.15	2110-31320-402290	American Weldi12035754 - PCard
09/08/2014	26	U.S. Bank PCards	\$209.61	5410-31220-402290	American Weldi12035754 - PCard
09/08/2014	26	U.S. Bank PCards	\$211.98	5410-31220-402630	American Weldi12035754 - PCard
09/08/2014	26	U.S. Bank PCards	\$108.40	5410-31220-402290	American Weldi12035754 - PCard
09/08/2014	26	U.S. Bank PCards	\$23.99	5410-31220-402290	American Weldi12035754 - PCard
09/08/2014	26	U.S. Bank PCards	\$687.00	2510-21870-403822	Sheraton Dallas - PCard
09/08/2014	26	U.S. Bank PCards	\$50.00	5020-74000-402360	Industrial Coating Soluti - PCard
09/08/2014	26	U.S. Bank PCards	\$5.00	5020-74000-402360	Industrial Coating Soluti - PCard
09/08/2014	26	U.S. Bank PCards	\$87.34	5610-71130-403650	Schnitzer Steel Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$18.53	5610-71130-402320	Schnitzer Steel Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$675.39	5020-75000-402380	Mt Waterworks, Llc. - PCard
09/08/2014	26	U.S. Bank PCards	\$330.00	0100-51250-402290	Superior Archery - PCard
09/08/2014	26	U.S. Bank PCards	\$251.45	5410-31220-402290	Industrial Sales And S - PCard
09/08/2014	26	U.S. Bank PCards	\$269.75	5410-31220-402410	Industrial Sales And S - PCard
09/08/2014	26	U.S. Bank PCards	\$1,335.15	5610-00000-141000	Tidal Wave Car Wash - PCard
09/08/2014	26	U.S. Bank PCards	\$12.99	2510-21870-402190	Gni*Giganews - PCard
09/08/2014	26	U.S. Bank PCards	\$199.86	5410-31230-402290	Respond Systems - PCard
09/08/2014	26	U.S. Bank PCards	\$177.30	5410-31220-402290	Respond Systems - PCard
09/08/2014	26	U.S. Bank PCards	\$125.00	2510-21870-402190	Sq *Billings Computer Pro - PCard
09/08/2014	26	U.S. Bank PCards	\$34.64	5610-71120-402450	Norco Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$100.44	5610-71130-402370	Norco Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$66.96	0100-51120-403660	Norco Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$182.31	5610-71130-402320	Hercules Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$21.04	5020-74000-402360	Monoprice Com - PCard
09/08/2014	26	U.S. Bank PCards	\$25.10	5020-74000-402360	Monoprice Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$1,000.00	5610-71140-403990	Transportation Security - PCard
09/08/2014	26	U.S. Bank PCards	\$15.55	0100-12130-403911	Jimmy Johns - 1646 - PCard
09/08/2014	26	U.S. Bank PCards	-\$189.00	0100-15120-403823	Natl/Padget 8006825061 - PCard
09/08/2014	26	U.S. Bank PCards	\$200.00	2600-55110-403360	Word Of Mouth Products In - PCard
09/08/2014	26	U.S. Bank PCards	\$142.56	1500-21500-402190	Homedepot.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$54.00	6500-15650-403450	At&T Smd7 15579 - PCard
09/08/2014	26	U.S. Bank PCards	\$148.00	6500-15650-403450	At&T Smd7 15579 - PCard
09/08/2014	26	U.S. Bank PCards	\$299.90	6500-15660-403990	Scotts Lawn Service Of - PCard
09/08/2014	26	U.S. Bank PCards	\$63.20	2650-67720-402290	Albertsons #2038 - PCard
09/08/2014	26	U.S. Bank PCards	\$30.55	0100-51220-402450	Alsco Sibil - PCard
09/08/2014	26	U.S. Bank PCards	\$30.55	0100-51220-402450	Alsco Sibil - PCard
09/08/2014	26	U.S. Bank PCards	\$79.20	5710-71430-402260	Alsco Sibil - PCard
09/08/2014	26	U.S. Bank PCards	\$497.29	5710-71430-402450	Alsco Sibil - PCard
09/08/2014	26	U.S. Bank PCards	\$59.47	5710-71430-403660	Alsco Sibil - PCard
09/08/2014	26	U.S. Bank PCards	\$288.05	5710-71440-402260	Alsco Sibil - PCard

Check Date	Check	Name	Amount	Account	Item Desc
09/08/2014	26	U.S. Bank PCards	\$43.74	5710-71480-402450	AlSCO Slibil - PCard
09/08/2014	26	U.S. Bank PCards	\$279.45	6500-15660-402450	Ecolab, Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$160.94	6500-15670-403690	Ecolab, Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$135.07	6500-15660-403660	Ecolab, Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$2,267.90	1500-21200-402610	B & H Photo-Video.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$2,267.90	1500-21200-402610	B & H Photo-Video.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$2,267.90	1500-21200-402610	B & H Photo-Video.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$740.59	1500-21200-402610	B & H Photo-Video.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$958.18	1500-21200-402610	B & H Photo-Video.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$70.00	2900-65010-403822	Agent Fee 8900623695296 - PCard
09/08/2014	26	U.S. Bank PCards	\$35.00	0100-13130-403824	Agent Fee 8900623695296 - PCard
09/08/2014	26	U.S. Bank PCards	\$1,979.97	5610-00000-141000	Ns Corporation - PCard
09/08/2014	26	U.S. Bank PCards	\$1,346.93	5610-00000-141000	Ns Corporation - PCard
09/08/2014	26	U.S. Bank PCards	-\$22.99	6010-15500-402190	360 Office Solutions - PCard
09/08/2014	26	U.S. Bank PCards	-\$39.58	5610-71100-402190	360 Office Solutions - PCard
09/08/2014	26	U.S. Bank PCards	-\$8.47	5610-71100-402190	360 Office Solutions - PCard
09/08/2014	26	U.S. Bank PCards	-\$109.16	2400-43010-402190	360 Office Solutions - PCard
09/08/2014	26	U.S. Bank PCards	\$19.37	0100-13140-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$33.93	0100-13140-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$104.31	1500-22250-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$36.90	1500-22250-403240	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$185.22	5410-31210-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$50.00	5410-31210-402120	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$57.87	5020-74000-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$57.86	5120-84300-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$6.50	1500-22230-402290	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$128.36	1500-22230-402610	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$323.91	6010-15500-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$22.99	6010-15500-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$101.70	6010-15500-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$11.62	5020-73140-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$3.87	5120-83140-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$71.65	5610-71100-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$263.90	5610-71100-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$6.88	5610-71100-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$8.48	5610-71100-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$69.96	5020-75000-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$59.99	5020-75000-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$39.99	5120-85000-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$12.29	5020-73140-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$4.10	5120-83140-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	-\$69.96	5020-75000-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$65.00	2110-31320-402120	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$135.98	2110-31320-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$86.24	2400-43010-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$344.83	2400-43010-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$89.59	2400-43010-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$33.00	2400-43010-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$49.17	2400-43010-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$7.02	0100-51210-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$168.87	2550-21430-402290	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$21.39	5020-73110-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$14.26	5120-83110-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$6.18	5120-84000-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$65.91	5020-73110-403630	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$43.94	5120-83110-403630	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$48.56	5020-73140-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$16.19	5120-83140-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$9.95	5210-15920-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$9.95	5210-15930-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$34.64	5210-15210-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$31.84	0100-43210-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$67.49	2900-65010-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$42.05	0100-16110-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$144.42	0100-16110-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$11.96	0100-16110-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$277.90	0100-16110-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$102.15	0100-16110-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$72.41	0100-16110-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$54.58	0100-16110-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$2,274.00	6700-31410-402120	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$101.70	6050-15160-402160	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$101.70	6050-15160-402160	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$553.50	6050-15160-402160	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$212.40	6050-15160-402160	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$101.70	6050-15160-402160	360 Office Solutions Inc - PCard

Check Date	Check	Name	Amount	Account	Item Desc
09/08/2014	26	U.S. Bank PCards	\$208.50	0100-15120-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$109.47	2600-55160-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$218.94	2600-55160-402120	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$8.07	2600-55150-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$308.47	2600-55140-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$9.79	2600-55110-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$135.60	2600-55110-403690	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$352.56	2600-55140-403690	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$54.24	2600-55130-403690	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$193.19	2600-55150-402120	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$109.47	2600-55160-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$109.47	2600-55130-402120	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$167.55	6600-31100-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$8.99	5020-77000-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$44.65	6600-31100-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$358.23	1500-21500-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$101.70	1500-21150-402285	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$247.85	1500-21500-402271	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$190.08	1500-21500-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$88.16	1500-21200-402290	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$54.98	7170-21660-407865	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$67.80	1500-21500-402271	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$27.58	1500-21150-402285	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$15.74	1500-21200-402290	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$84.56	1500-21500-405333	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$11.10	1500-21500-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$77.44	1500-21500-405333	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$100.00	1500-21500-403630	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$244.40	6200-19110-402290	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$8.07	6200-19110-402290	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$6.93	2090-44510-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$16.43	2090-44510-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$55.67	2090-44510-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$14.13	2090-44510-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$109.16	2400-43010-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$67.88	2400-43010-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$36.53	0100-51120-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$36.53	0100-51210-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$37.64	0100-51100-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$7.36	0100-51260-402290	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$11.99	0100-51120-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$9.89	0100-51260-402290	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$98.88	0100-51260-402290	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$32.94	0100-51120-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$21.80	0100-51120-402190	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$47.27	0100-13130-402110	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$77.08	0100-17500-402110	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$110.70	0100-13130-402110	360 Office Solutions Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$400.00	1500-22290-402690	Ph & S Products Llc - PCard
09/08/2014	26	U.S. Bank PCards	\$247.82	5710-71430-402450	Heartland Paper Company - PCard
09/08/2014	26	U.S. Bank PCards	\$279.28	6500-15670-402240	Heartland Paper Company - PCard
09/08/2014	26	U.S. Bank PCards	\$89.00	6500-15660-402240	Heartland Paper Company - PCard
09/08/2014	26	U.S. Bank PCards	\$95.00	1500-21110-403170	Pow R Tow - PCard
09/08/2014	26	U.S. Bank PCards	\$10.00	1500-21110-403170	Jims Auto Repair - PCard
09/08/2014	26	U.S. Bank PCards	\$90.00	1500-21110-403170	Jims Auto Repair - PCard
09/08/2014	26	U.S. Bank PCards	\$100.00	1500-21110-403170	Jims Auto Repair - PCard
09/08/2014	26	U.S. Bank PCards	\$300.00	2510-21270-403450	In *Gibson Advertising, M - PCard
09/08/2014	26	U.S. Bank PCards	\$60.33	1500-21120-402320	Premier Vehicle Installat - PCard
09/08/2014	26	U.S. Bank PCards	\$230.00	0100-51250-402250	Absaroka River Adventures - PCard
09/08/2014	26	U.S. Bank PCards	\$955.00	0100-51250-402250	Absaroka River Adventures - PCard
09/08/2014	26	U.S. Bank PCards	\$360.00	0100-51250-402290	Absaroka River Adventures - PCard
09/08/2014	26	U.S. Bank PCards	\$353.18	1500-21200-402120	Csi Forensic Supply - PCard
09/08/2014	26	U.S. Bank PCards	-\$52.00	2110-31320-402320	Interstate Battery Of - PCard
09/08/2014	26	U.S. Bank PCards	\$221.90	2110-31320-402320	Interstate Battery Of - PCard
09/08/2014	26	U.S. Bank PCards	\$97.96	0100-51120-402330	Interstate Battery Of - PCard
09/08/2014	26	U.S. Bank PCards	\$427.14	2990-65200-407275	Cncs - PCard
09/08/2014	26	U.S. Bank PCards	\$84.92	5210-15920-402260	Galls Intern* - PCard
09/08/2014	26	U.S. Bank PCards	\$51.39	5210-15230-402260	Galls Intern* - PCard
09/08/2014	26	U.S. Bank PCards	\$168.45	5610-71130-402260	Galls Intern* - PCard
09/08/2014	26	U.S. Bank PCards	\$45.94	5610-71130-402260	Galls Intern* - PCard
09/08/2014	26	U.S. Bank PCards	\$95.00	1500-21110-403170	Budget Towing - PCard
09/08/2014	26	U.S. Bank PCards	\$42.91	0100-51120-402390	Rimrock Tire - Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$440.84	0100-51120-402290	Bettymillsc - PCard
09/08/2014	26	U.S. Bank PCards	\$116.55	0100-51250-402250	Fun Express - PCard
09/08/2014	26	U.S. Bank PCards	\$91.95	0100-51250-402250	Fun Express - PCard
09/08/2014	26	U.S. Bank PCards	\$238.80	5610-71100-403110	Neopost Usa - PCard

Check Date	Check	Name	Amount	Account	Item Desc
09/08/2014	26	U.S. Bank PCards	\$68.00	0100-51250-402250	Yellowstone Wildlife Sanc - PCard
09/08/2014	26	U.S. Bank PCards	\$25.00	1500-21110-403350	laca - PCard
09/08/2014	26	U.S. Bank PCards	\$365.00	5710-71430-402450	Sq *Billings Carpet & Wat - PCard
09/08/2014	26	U.S. Bank PCards	\$1,575.00	5210-15920-402450	Sq *Skyline Services, Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$950.00	5210-15910-402450	Sq *Skyline Services, Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$585.00	5210-15930-402450	Sq *Skyline Services, Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$725.00	6500-15670-403690	Sq *Skyline Services, Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$31.04	6200-19110-402290	Acco Brands Direct - PCard
09/08/2014	26	U.S. Bank PCards	\$19.00	2600-55190-403380	The Montana Quarterly - PCard
09/08/2014	26	U.S. Bank PCards	\$21.16	1500-21400-402280	Charter Comm - PCard
09/08/2014	26	U.S. Bank PCards	\$54.95	0100-51270-402290	Charter Comm - PCard
09/08/2014	26	U.S. Bank PCards	\$5.00	0100-17500-402110	Send Technology Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$172.50	5120-84300-402360	Anixter-115687 - PCard
09/08/2014	26	U.S. Bank PCards	\$172.50	5020-74000-402360	Anixter-115687 - PCard
09/08/2014	26	U.S. Bank PCards	\$18.50	8730-51990-403590	In *Southeastern Security - PCard
09/08/2014	26	U.S. Bank PCards	\$140.29	1500-21120-402220	First Aid Supplies Onlin - PCard
09/08/2014	26	U.S. Bank PCards	\$40.00	1500-21150-402285	Volgistics Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$24.00	8730-51990-403990	Volgistics Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$240.00	5410-31230-402310	Mirror Image Envir - PCard
09/08/2014	26	U.S. Bank PCards	\$510.55	2600-55120-402450	Sharps Compliance Inc. - PCard
09/08/2014	26	U.S. Bank PCards	\$14.25	5610-71120-403660	The Pottery Shop - PCard
09/08/2014	26	U.S. Bank PCards	\$54.78	8730-51990-403650	Lucky'S Market Bill - PCard
09/08/2014	26	U.S. Bank PCards	\$175.00	0100-17500-403370	Job Jupiter - PCard
09/08/2014	26	U.S. Bank PCards	\$24.00	1500-21120-402260	Silver Threads - PCard
09/08/2014	26	U.S. Bank PCards	\$272.07	5610-71140-402290	The Iris Companies - PCard
09/08/2014	26	U.S. Bank PCards	\$249.51	2600-55130-402190	3Mcpopro Um21404 - PCard
09/08/2014	26	U.S. Bank PCards	\$1,140.00	5410-31230-403660	Acorn Technologies - PCard
09/08/2014	26	U.S. Bank PCards	\$23.88	0100-13130-402110	Adobe Systems, Inc. - PCard
09/08/2014	26	U.S. Bank PCards	\$23.88	1500-21200-402610	Adobe Systems, Inc. - PCard
09/08/2014	26	U.S. Bank PCards	\$247.00	5020-73120-403660	Allens Tool Repair Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$152.00	1500-21110-403824	Associatedemployers - PCard
09/08/2014	26	U.S. Bank PCards	\$50.00	0100-17500-403870	Associatedemployers - PCard
09/08/2014	26	U.S. Bank PCards	\$39.99	0100-51100-402190	Backjoy Orthotics Llc - PCard
09/08/2014	26	U.S. Bank PCards	\$471.18	0100-51260-402925	Bargreen Ellingson #11 - PCard
09/08/2014	26	U.S. Bank PCards	\$131.00	5610-71120-402240	Belson Outdoors, Inc. - PCard
09/08/2014	26	U.S. Bank PCards	\$101.00	1500-22250-403350	Billings Clinic Ctc - PCard
09/08/2014	26	U.S. Bank PCards	\$17.00	5610-71150-402290	Billings Clinic Homeox - PCard
09/08/2014	26	U.S. Bank PCards	\$467.80	1500-21400-403822	Billings Hotel & Convent - PCard
09/08/2014	26	U.S. Bank PCards	\$467.80	1500-21400-403822	Billings Hotel & Convent - PCard
09/08/2014	26	U.S. Bank PCards	\$467.80	1500-21400-403822	Billings Hotel & Convent - PCard
09/08/2014	26	U.S. Bank PCards	\$149.98	5610-71130-402260	Blauer Manufacturing - PCard
09/08/2014	26	U.S. Bank PCards	\$1,195.00	0100-17500-403330	Blr/Hcpro - PCard
09/08/2014	26	U.S. Bank PCards	\$344.00	0100-51120-403360	Boxwood Tech - PCard
09/08/2014	26	U.S. Bank PCards	\$144.20	2400-43010-403920	Cafe Courier - PCard
09/08/2014	26	U.S. Bank PCards	\$128.90	2400-43010-403920	Cafe Courier - PCard
09/08/2014	26	U.S. Bank PCards	\$133.00	1500-21200-402610	Can*Canonusa Fscnj - PCard
09/08/2014	26	U.S. Bank PCards	\$704.29	1500-21400-403822	Country Inn And Suites - PCard
09/08/2014	26	U.S. Bank PCards	\$1,180.00	1500-21400-403822	Desertsnow.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$18.34	2400-43010-407214	Dnh*Godaddy.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$5.95	2510-21870-402190	Dri*Telestream - PCard
09/08/2014	26	U.S. Bank PCards	\$149.70	1500-22290-402410	Dxpe - Precision - PCard
09/08/2014	26	U.S. Bank PCards	\$310.36	5120-84300-402290	Dxpe - Precision - PCard
09/08/2014	26	U.S. Bank PCards	\$310.36	5020-74000-402290	Dxpe - Precision - PCard
09/08/2014	26	U.S. Bank PCards	\$543.30	5610-71150-402290	Eco Solutions Llc - PCard
09/08/2014	26	U.S. Bank PCards	\$15.96	2600-55110-403360	Facebook Fsksh6Nfk2 - PCard
09/08/2014	26	U.S. Bank PCards	\$264.00	5710-71480-402450	Fieldofdreams Tree Far - PCard
09/08/2014	26	U.S. Bank PCards	\$330.00	5710-71480-402450	Fieldofdreams Tree Far - PCard
09/08/2014	26	U.S. Bank PCards	\$297.00	5710-71480-402450	Fieldofdreams Tree Far - PCard
09/08/2014	26	U.S. Bank PCards	\$20.00	5610-71130-403660	Fln* Urapein Porta Pots - PCard
09/08/2014	26	U.S. Bank PCards	\$99.90	1500-22240-402280	Fs *Fsprg.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$583.88	2400-43010-402925	Granite Data Solutions - PCard
09/08/2014	26	U.S. Bank PCards	\$831.40	1500-21200-402631	Hampton Inns - PCard
09/08/2014	26	U.S. Bank PCards	\$943.00	1500-21200-402631	Hampton Inns - PCard
09/08/2014	26	U.S. Bank PCards	\$694.25	5610-71120-402450	Hobart/Trilectron - PCard
09/08/2014	26	U.S. Bank PCards	\$966.00	6270-17520-403516	In *Billings Association - PCard
09/08/2014	26	U.S. Bank PCards	\$98.26	5410-31230-402320	In *Emerald Seed & Supply - PCard
09/08/2014	26	U.S. Bank PCards	\$527.20	2400-43010-407214	In *Timemark Incorporated - PCard
09/08/2014	26	U.S. Bank PCards	\$28.67	6700-31410-402120	In *Timemark Incorporated - PCard
09/08/2014	26	U.S. Bank PCards	\$168.40	2110-31320-402430	Ironman Engineering - PCard
09/08/2014	26	U.S. Bank PCards	\$254.97	2110-31320-402430	Ironman Engineering - PCard
09/08/2014	26	U.S. Bank PCards	\$50.00	8730-51990-403360	Mailchimp - PCard
09/08/2014	26	U.S. Bank PCards	\$627.00	2510-21870-403822	Marriott 337R9 Citycenter - PCard
09/08/2014	26	U.S. Bank PCards	\$627.00	2510-21870-403822	Marriott 337R9 Citycenter - PCard
09/08/2014	26	U.S. Bank PCards	\$159.87	1500-21200-402260	Midway Usa - PCard
09/08/2014	26	U.S. Bank PCards	\$23.00	5610-71100-403390	Montana Magazine - PCard
09/08/2014	26	U.S. Bank PCards	\$9.32	2110-31320-402320	Mrl Equipment - PCard

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09/08/2014	26	U.S. Bank PCards	\$1,555.00	2510-21870-402190	Mt Correctional Enterpris - PCard
09/08/2014	26	U.S. Bank PCards	\$75.75	1500-22210-403824	National Fallen Firefight - PCard
09/08/2014	26	U.S. Bank PCards	\$195.00	5710-71440-402450	Noregon Systems Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$595.24	5610-71130-402320	Normont Equipment Company - PCard
09/08/2014	26	U.S. Bank PCards	\$50.31	0100-51120-402290	Paypal *Bavada - Rd - PCard
09/08/2014	26	U.S. Bank PCards	\$103.80	7180-21600-403870	Pickle Barrel - PCard
09/08/2014	26	U.S. Bank PCards	\$88.99	0100-51260-402290	Pool Supply World - PCard
09/08/2014	26	U.S. Bank PCards	\$85.91	5610-71120-402450	Postguard Com - PCard
09/08/2014	26	U.S. Bank PCards	\$140.60	0100-51250-402250	Pp*Yellowstone Raft Compa - PCard
09/08/2014	26	U.S. Bank PCards	\$69.30	0100-51260-402290	Precision-Timemed-Sjc - PCard
09/08/2014	26	U.S. Bank PCards	\$147.00	5610-71120-402450	Redline Computer Services - PCard
09/08/2014	26	U.S. Bank PCards	\$102.10	2470-12670-402190	Rimrock Foundation - PCard
09/08/2014	26	U.S. Bank PCards	\$35.00	1500-21150-402285	Rocky Mountain College - PCard
09/08/2014	26	U.S. Bank PCards	\$58.50	2600-55190-403336	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$21.01	2600-55190-403227	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$84.51	2600-55190-403225	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$6.76	2600-55190-403255	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$190.88	2600-55190-403225	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$74.34	2600-55190-403222	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$11.49	2600-55190-403225	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$28.98	2600-55190-403336	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$14.98	2600-55190-403227	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$5.18	2600-55190-403227	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$11.98	2600-55160-402290	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$8.72	2600-55190-403226	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$34.78	2600-55190-403226	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$21.17	2600-55190-403226	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$85.99	2600-55190-403225	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$34.99	2600-55190-403225	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$15.00	0100-51120-402330	Ratco Trailer And Hitch - PCard
09/08/2014	26	U.S. Bank PCards	\$75.25	6500-15670-403690	Reliable Tent & Awning - PCard
09/08/2014	26	U.S. Bank PCards	\$110.00	5410-31220-402290	Reliable Tent & Awning - PCard
09/08/2014	26	U.S. Bank PCards	\$403.50	0100-51420-402290	Roto-Rooter Sewer-Drn - PCard
09/08/2014	26	U.S. Bank PCards	\$64.95	8730-51990-402290	S Bar S Supply Co. - PCard
09/08/2014	26	U.S. Bank PCards	\$654.92	5610-71120-402450	Sherwin Williams #3203 - PCard
09/08/2014	26	U.S. Bank PCards	\$153.58	5610-71120-402450	Sherwin Williams #3203 - PCard
09/08/2014	26	U.S. Bank PCards	\$96.98	5020-74000-402450	Sherwin Williams #3203 - PCard
09/08/2014	26	U.S. Bank PCards	\$112.93	0100-51120-402290	Sherwin Williams #3203 - PCard
09/08/2014	26	U.S. Bank PCards	\$101.73	0100-51120-402290	Sherwin Williams #3203 - PCard
09/08/2014	26	U.S. Bank PCards	\$132.28	5020-74000-402450	Sherwin Williams #3203 - PCard
09/08/2014	26	U.S. Bank PCards	\$250.54	5020-74000-402450	Sherwin Williams #3203 - PCard
09/08/2014	26	U.S. Bank PCards	\$96.98	5120-84000-402450	Sherwin Williams #3203 - PCard
09/08/2014	26	U.S. Bank PCards	\$180.22	2110-31320-402340	Sherwin Williams #3203 - PCard
09/08/2014	26	U.S. Bank PCards	\$26.47	2110-31320-402320	Sherwin Williams #3203 - PCard
09/08/2014	26	U.S. Bank PCards	\$330.93	2110-31320-402320	Sherwin Williams #3203 - PCard
09/08/2014	26	U.S. Bank PCards	\$77.25	2110-31320-402320	Sherwin Williams #3203 - PCard
09/08/2014	26	U.S. Bank PCards	\$18.99	5410-31220-402290	Sherwin Williams #3203 - PCard
09/08/2014	26	U.S. Bank PCards	\$68.79	5020-75000-402340	Sherwin Williams #3203 - PCard
09/08/2014	26	U.S. Bank PCards	\$110.97	5120-84300-402360	Sipton'S Big R-East - PCard
09/08/2014	26	U.S. Bank PCards	\$1,499.97	7090-21910-396620	Sipton'S Big R-East - PCard
09/08/2014	26	U.S. Bank PCards	\$14.39	5020-75000-402410	Sipton'S Big R-East - PCard
09/08/2014	26	U.S. Bank PCards	\$9.59	5120-85000-402410	Sipton'S Big R-East - PCard
09/08/2014	26	U.S. Bank PCards	\$93.98	5020-74000-402450	Sipton'S Big R-East - PCard
09/08/2014	26	U.S. Bank PCards	\$19.98	5210-15910-402260	Sipton'S Big R-East - PCard
09/08/2014	26	U.S. Bank PCards	\$299.99	5410-31220-402290	Sipton'S Big R-East - PCard
09/08/2014	26	U.S. Bank PCards	\$73.98	0100-51120-402260	Sipton'S Big R-West - PCard
09/08/2014	26	U.S. Bank PCards	\$365.95	0100-51120-402330	Sipton'S Big R-West - PCard
09/08/2014	26	U.S. Bank PCards	\$46.99	0100-51120-403650	Sipton'S Big R-West - PCard
09/08/2014	26	U.S. Bank PCards	\$11.97	0100-51140-402310	Sipton'S Big R-West - PCard
09/08/2014	26	U.S. Bank PCards	\$1.19	5020-75000-402410	Sipton'S Big R-West - PCard
09/08/2014	26	U.S. Bank PCards	\$0.79	5120-85000-402410	Sipton'S Big R-West - PCard
09/08/2014	26	U.S. Bank PCards	\$59.98	0100-51420-402260	Sipton'S Big R-West - PCard
09/08/2014	26	U.S. Bank PCards	\$31.97	0100-51120-402391	Sipton'S Big R-West - PCard
09/08/2014	26	U.S. Bank PCards	\$77.98	0100-51120-402260	Sipton'S Big R-West - PCard
09/08/2014	26	U.S. Bank PCards	\$67.96	2110-31320-402290	Sipton'S Big R-West - PCard
09/08/2014	26	U.S. Bank PCards	\$229.99	5410-31220-402320	Sipton'S Big R-West - PCard
09/08/2014	26	U.S. Bank PCards	\$299.99	0100-51120-402330	Sipton'S Big R-West - PCard
09/08/2014	26	U.S. Bank PCards	\$45.00	5020-74000-402450	Firemaster - PCard
09/08/2014	26	U.S. Bank PCards	\$55.89	5410-31230-402320	Six Robbles No 6 - PCard
09/08/2014	26	U.S. Bank PCards	\$51.68	5410-31230-402410	Six Robbles No 6 - PCard
09/08/2014	26	U.S. Bank PCards	\$174.38	0100-51420-402390	Staley'S Tire And Auto - PCard
09/08/2014	26	U.S. Bank PCards	\$172.95	0100-51420-402390	Staley'S Tire And Auto - PCard
09/08/2014	26	U.S. Bank PCards	\$885.00	0100-51420-402390	Staley'S Tire And Auto - PCard
09/08/2014	26	U.S. Bank PCards	\$1,018.64	5610-71120-402450	State Chemic*State Che - PCard
09/08/2014	26	U.S. Bank PCards	\$1,627.50	5610-71100-403581	Sundown Security - PCard
09/08/2014	26	U.S. Bank PCards	\$2,150.63	5610-71100-403581	Sundown Security - PCard

Check Date	Check	Name	Amount	Account	Item Desc
09/08/2014	26	U.S. Bank PCards	\$2,038.25	5610-71100-403581	Sundown Security - PCard
09/08/2014	26	U.S. Bank PCards	\$2,038.25	5610-71100-403581	Sundown Security - PCard
09/08/2014	26	U.S. Bank PCards	\$2,030.50	5610-71100-403581	Sundown Security - PCard
09/08/2014	26	U.S. Bank PCards	\$2,053.75	5610-71100-403581	Sundown Security - PCard
09/08/2014	26	U.S. Bank PCards	\$47.56	5610-71120-402240	Target 00013334 - PCard
09/08/2014	26	U.S. Bank PCards	\$33.36	0100-51240-402250	Target 00013334 - PCard
09/08/2014	26	U.S. Bank PCards	\$75.00	0100-12200-402190	Target 00013334 - PCard
09/08/2014	26	U.S. Bank PCards	\$74.84	7380-12640-402190	Target 00013334 - PCard
09/08/2014	26	U.S. Bank PCards	\$22.98	0100-51120-402290	Tractor-Supply-Co #0303 - PCard
09/08/2014	26	U.S. Bank PCards	\$110.00	5610-71130-403650	Tvetene Turf - PCard
09/08/2014	26	U.S. Bank PCards	\$4.00	5610-71130-403650	Tvetene Turf - PCard
09/08/2014	26	U.S. Bank PCards	\$522.64	5020-74000-402450	2M Company Warehouse - PCard
09/08/2014	26	U.S. Bank PCards	\$8.99	5410-31230-402290	Universal Athletic Blg - PCard
09/08/2014	26	U.S. Bank PCards	\$27.93	0100-51250-402250	Universal Athletic Blg - PCard
09/08/2014	26	U.S. Bank PCards	\$27.93	0100-51240-402250	Universal Athletic Blg - PCard
09/08/2014	26	U.S. Bank PCards	\$43.80	1500-22240-402260	Universal Awards - PCard
09/08/2014	26	U.S. Bank PCards	\$164.20	5610-71130-402320	Carquest 3103 - PCard
09/08/2014	26	U.S. Bank PCards	\$84.93	5610-71130-402310	Carquest 3103 - PCard
09/08/2014	26	U.S. Bank PCards	\$76.55	5710-71440-402450	Carquest 3104 - PCard
09/08/2014	26	U.S. Bank PCards	\$498.89	0100-12120-403390	Thomson West*Tcd - PCard
09/08/2014	26	U.S. Bank PCards	\$68.70	2400-43010-408199	Western Awards & Engravin - PCard
09/08/2014	26	U.S. Bank PCards	\$1,516.00	8730-51990-402290	Western Ranch Supply - PCard
09/08/2014	26	U.S. Bank PCards	\$558.75	0100-51420-403650	Wilbur Ellis Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$186.25	8730-51990-403650	Wilbur Ellis Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$44.00	8730-51990-403650	Wilbur Ellis Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$411.40	8730-51990-403650	Wilbur Ellis Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$250.00	2110-31320-402475	Wilbur Ellis Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$85.00	2110-31320-402475	Wilbur Ellis Billings - PCard
09/08/2014	26	U.S. Bank PCards	-\$84.03	0100-51120-402330	Yellowstone County - PCard
09/08/2014	26	U.S. Bank PCards	\$360.00	5210-15920-402450	Yellowstone Electric Comp - PCard
09/08/2014	26	U.S. Bank PCards	\$267.66	5410-31230-402320	Yellowstone County Implem - PCard
09/08/2014	26	U.S. Bank PCards	\$140.33	0100-51120-402330	Yellowstone County Implem - PCard
09/08/2014	26	U.S. Bank PCards	\$84.03	0100-51120-402330	Yellowstone County Implem - PCard
09/08/2014	26	U.S. Bank PCards	\$54.30	5020-74000-402290	Yellowstone County Implem - PCard
09/08/2014	26	U.S. Bank PCards	\$59.00	5120-84000-403410	Yellowstone Valley Elec - PCard
09/08/2014	26	U.S. Bank PCards	\$1,620.83	5020-74000-403410	Yellowstone Valley Elec - PCard
09/08/2014	26	U.S. Bank PCards	\$177.34	5120-85000-403410	Yellowstone Valley Elec - PCard
09/08/2014	26	U.S. Bank PCards	\$1,345.13	5120-84000-403410	Yellowstone Valley Elec - PCard
09/08/2014	26	U.S. Bank PCards	\$153.97	5120-85000-403410	Yellowstone Valley Elec - PCard
09/08/2014	26	U.S. Bank PCards	\$19.00	5120-85000-403410	Yellowstone Valley Elec - PCard
09/08/2014	26	U.S. Bank PCards	\$275.21	5120-85000-403410	Yellowstone Valley Elec - PCard
09/08/2014	26	U.S. Bank PCards	\$28.88	5020-74000-403410	Yellowstone Valley Elec - PCard
09/08/2014	26	U.S. Bank PCards	\$149.72	5120-85000-403410	Yellowstone Valley Elec - PCard
09/08/2014	26	U.S. Bank PCards	\$187.27	5120-85000-403410	Yellowstone Valley Elec - PCard
09/08/2014	26	U.S. Bank PCards	\$1,394.60	5120-84000-403410	Yellowstone Valley Elec - PCard
09/08/2014	26	U.S. Bank PCards	\$704.37	5410-31230-403410	Yellowstone Valley Elec - PCard
09/08/2014	26	U.S. Bank PCards	\$65.76	2110-31320-403410	Yellowstone Valley Elect - PCard
09/08/2014	26	U.S. Bank PCards	\$280.75	8720-51980-403410	Yellowstone Valley Elect - PCard
09/08/2014	26	U.S. Bank PCards	\$202.59	8720-51980-403410	Yellowstone Valley Elect - PCard
09/08/2014	26	U.S. Bank PCards	\$19.11	8720-51980-403410	Yellowstone Valley Elect - PCard
09/08/2014	26	U.S. Bank PCards	\$105.75	5410-31220-402290	In *Frontier Fence Compan - PCard
09/08/2014	26	U.S. Bank PCards	\$65.55	5410-31220-402290	In *Frontier Fence Compan - PCard
09/08/2014	26	U.S. Bank PCards	-\$599.80	5610-71150-402440	Interstate All Battery - PCard
09/08/2014	26	U.S. Bank PCards	\$599.80	5610-71150-402440	Interstate All Battery - PCard
09/08/2014	26	U.S. Bank PCards	\$1,199.80	5610-71150-402440	Interstate All Battery - PCard
09/08/2014	26	U.S. Bank PCards	\$130.00	6010-15530-402630	Big Horn Boot Company - PCard
09/08/2014	26	U.S. Bank PCards	\$45.00	5610-71130-403650	Redds Prints And Signs In - PCard
09/08/2014	26	U.S. Bank PCards	\$543.40	5610-71130-403650	Redds Prints And Signs In - PCard
09/08/2014	26	U.S. Bank PCards	\$2,100.00	1500-22260-402450	Zigs Building Materials 2 - PCard
09/08/2014	26	U.S. Bank PCards	\$29.88	5410-31220-402290	Zigs Building Materials 2 - PCard
09/08/2014	26	U.S. Bank PCards	\$9.95	5410-31220-402290	Zigs Building Materials 2 - PCard
09/08/2014	26	U.S. Bank PCards	\$20.00	0100-51120-402390	Whalen Tire Billings Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$122.15	0100-51260-402230	Service Candy Co - PCard
09/08/2014	26	U.S. Bank PCards	\$119.01	0100-51260-402230	Service Candy Co - PCard
09/08/2014	26	U.S. Bank PCards	\$96.61	0100-51260-402230	Service Candy Co - PCard
09/08/2014	26	U.S. Bank PCards	\$187.57	0100-51260-402230	Service Candy Co - PCard
09/08/2014	26	U.S. Bank PCards	\$136.10	0100-51260-402230	Service Candy Co - PCard
09/08/2014	26	U.S. Bank PCards	\$191.38	0100-51260-402230	Service Candy Co - PCard
09/08/2014	26	U.S. Bank PCards	\$77.91	0100-51260-402230	Service Candy Co - PCard
09/08/2014	26	U.S. Bank PCards	\$331.83	0100-51260-402230	Service Candy Co - PCard
09/08/2014	26	U.S. Bank PCards	\$245.83	5610-71120-402240	House Of Clean - PCard
09/08/2014	26	U.S. Bank PCards	\$668.89	5610-71120-402450	House Of Clean - PCard
09/08/2014	26	U.S. Bank PCards	\$214.60	0100-51120-402410	Harbor Freight Tools 207 - PCard
09/08/2014	26	U.S. Bank PCards	\$19.99	0100-51120-402410	Harbor Freight Tools 207 - PCard
09/08/2014	26	U.S. Bank PCards	\$10.99	0100-51120-402330	Harbor Freight Tools 207 - PCard
09/08/2014	26	U.S. Bank PCards	\$28.97	5020-74000-402410	Harbor Freight Tools 207 - PCard

Check Date	Check	Name	Amount	Account	Item Desc
09/08/2014	26	U.S. Bank PCards	\$24.00	2110-31320-402430	Harbor Freight Tools 207 - PCard
09/08/2014	26	U.S. Bank PCards	\$79.96	1500-22260-402120	Harbor Freight Tools 207 - PCard
09/08/2014	26	U.S. Bank PCards	\$24.99	0100-51120-402410	Harbor Freight Tools 207 - PCard
09/08/2014	26	U.S. Bank PCards	\$54.97	2110-31320-402410	Harbor Freight Tools 207 - PCard
09/08/2014	26	U.S. Bank PCards	\$46.96	5410-31220-402410	Harbor Freight Tools 207 - PCard
09/08/2014	26	U.S. Bank PCards	\$17.98	5710-71480-402450	Harbor Freight Tools 207 - PCard
09/08/2014	26	U.S. Bank PCards	\$12.09	0100-51120-402290	Grand Lumber Company - PCard
09/08/2014	26	U.S. Bank PCards	\$241.00	5410-31230-402630	Critelli Glass - PCard
09/08/2014	26	U.S. Bank PCards	\$241.00	5410-31230-402630	Critelli Glass - PCard
09/08/2014	26	U.S. Bank PCards	\$117.62	1500-21500-402190	Chd*C And H Distribtrs - PCard
09/08/2014	26	U.S. Bank PCards	\$237.38	1500-21500-402925	Chd*C And H Distribtrs - PCard
09/08/2014	26	U.S. Bank PCards	\$125.45	1500-21500-402190	Chd*C And H Distribtrs - PCard
09/08/2014	26	U.S. Bank PCards	\$282.05	1500-21120-402442	Chd*C And H Distribtrs - PCard
09/08/2014	26	U.S. Bank PCards	\$783.96	1500-21500-402190	Chd*C And H Distribtrs - PCard
09/08/2014	26	U.S. Bank PCards	\$5.86	0100-51260-402290	Van'S Evergreen Iga - PCard
09/08/2014	26	U.S. Bank PCards	\$3.00	0100-51280-402290	Van'S Evergreen Iga - PCard
09/08/2014	26	U.S. Bank PCards	\$84.50	0100-51120-403360	Subway 00999912 - PCard
09/08/2014	26	U.S. Bank PCards	\$36.00	1500-21400-403822	Delta Air 0062185991591 - PCard
09/08/2014	26	U.S. Bank PCards	\$568.70	5410-31230-403824	Delta Air 0062365061201 - PCard
09/08/2014	26	U.S. Bank PCards	\$568.70	5410-31210-403824	Delta Air 0062365061202 - PCard
09/08/2014	26	U.S. Bank PCards	\$763.70	1500-21400-403822	Delta Air 0062365193495 - PCard
09/08/2014	26	U.S. Bank PCards	\$388.70	2400-43010-403720	Delta Air 0062365422928 - PCard
09/08/2014	26	U.S. Bank PCards	\$410.00	1500-22260-402120	Mattress King - PCard
09/08/2014	26	U.S. Bank PCards	\$255.70	5020-74000-402220	Cpi - PCard
09/08/2014	26	U.S. Bank PCards	-\$28.68	2600-55180-402290	Cdw Government - PCard
09/08/2014	26	U.S. Bank PCards	\$28.68	2600-55180-402290	Cdw Government - PCard
09/08/2014	26	U.S. Bank PCards	\$259.22	2600-55180-402925	Cdw Government - PCard
09/08/2014	26	U.S. Bank PCards	\$38.70	2600-55180-403630	Cdw Government - PCard
09/08/2014	26	U.S. Bank PCards	\$10.70	2600-55190-403380	The Book House - PCard
09/08/2014	26	U.S. Bank PCards	\$476.15	2600-55190-403380	The Book House - PCard
09/08/2014	26	U.S. Bank PCards	\$920.00	5610-71150-402440	Industrial Communication - PCard
09/08/2014	26	U.S. Bank PCards	-\$420.00	0100-51210-408199	Krames Staywell - PCard
09/08/2014	26	U.S. Bank PCards	\$137.97	5210-15910-403660	Thyssenkrupp Elev Oracle - PCard
09/08/2014	26	U.S. Bank PCards	\$295.56	5210-15930-403660	Thyssenkrupp Elev Oracle - PCard
09/08/2014	26	U.S. Bank PCards	\$428.34	5210-15920-403660	Thyssenkrupp Elev Oracle - PCard
09/08/2014	26	U.S. Bank PCards	\$595.27	6500-15670-403690	Thyssenkrupp Elev Oracle - PCard
09/08/2014	26	U.S. Bank PCards	\$595.27	6500-15670-403690	Thyssenkrupp Elev Oracle - PCard
09/08/2014	26	U.S. Bank PCards	\$739.38	2600-55160-402190	Vernon Library Supplies - PCard
09/08/2014	26	U.S. Bank PCards	\$813.46	2600-55130-402190	Vernon Library Supplies - PCard
09/08/2014	26	U.S. Bank PCards	\$90.96	2650-67720-402290	Pizza Hut #1714 - PCard
09/08/2014	26	U.S. Bank PCards	\$195.00	6500-15670-403690	Independent Lock And Part - PCard
09/08/2014	26	U.S. Bank PCards	\$31.00	6500-15670-403690	Independent Lock And Part - PCard
09/08/2014	26	U.S. Bank PCards	\$1,199.39	1500-21500-402925	Syx*Tigerdirectinc - PCard
09/08/2014	26	U.S. Bank PCards	\$339.03	1500-21500-402925	Syx*Tigerdirectinc - PCard
09/08/2014	26	U.S. Bank PCards	\$21.95	1500-22230-402290	Billings Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$33.98	0100-51120-402330	Billings Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$15.96	7690-51820-402290	Billings Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$23.98	0100-51120-402290	Billings Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$12.47	2600-55120-402450	Billings Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$576.70	2580-21320-403824	United 0162416331576 - PCard
09/08/2014	26	U.S. Bank PCards	\$576.70	2580-21320-403824	United 0162416331577 - PCard
09/08/2014	26	U.S. Bank PCards	\$576.70	2580-21320-403824	United 0162416331578 - PCard
09/08/2014	26	U.S. Bank PCards	\$512.70	0100-11000-403824	United 0167468376231 - PCard
09/08/2014	26	U.S. Bank PCards	\$399.20	0100-11000-403824	United 0167468401072 - PCard
09/08/2014	26	U.S. Bank PCards	\$403.70	0100-13130-408199	United 0167468965170 - PCard
09/08/2014	26	U.S. Bank PCards	\$465.70	0100-13130-403824	United 0167469497317 - PCard
09/08/2014	26	U.S. Bank PCards	\$465.70	2900-65010-403822	United 0167469497318 - PCard
09/08/2014	26	U.S. Bank PCards	\$465.70	2900-65010-403822	United 0167469497319 - PCard
09/08/2014	26	U.S. Bank PCards	\$20.00	2650-67720-402290	Holiday Stnstore 0285 - PCard
09/08/2014	26	U.S. Bank PCards	\$39.00	5020-74000-402450	Farstad Oil Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$350.00	1500-22250-403350	National Academy Of Emd - PCard
09/08/2014	26	U.S. Bank PCards	\$59.94	2600-55110-403360	Albertsons #2027 - PCard
09/08/2014	26	U.S. Bank PCards	\$630.00	2900-65010-403350	Nahro - PCard
09/08/2014	26	U.S. Bank PCards	\$17.47	0100-51120-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$19.44	2110-31320-402430	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$34.17	1500-22260-402450	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$47.18	1500-22260-402450	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$10.78	1500-22260-402240	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$38.30	1500-22230-402280	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$48.57	1500-22230-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$43.18	1500-22260-402450	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$7.14	0100-51420-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$10.77	0100-51420-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$39.80	0100-51420-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$10.53	0100-51420-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$34.99	5610-71150-402290	Kings Ace Hardware - PCard

Check Date	Check	Name	Amount	Account	Item Desc
09/08/2014	26	U.S. Bank PCards	\$11.99	0100-51120-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$60.41	0100-51290-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$11.98	0100-51290-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$23.98	0100-51290-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$48.98	6500-15660-402210	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$19.98	2110-31320-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$21.07	0100-51120-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$71.98	0100-51120-402410	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$32.37	0100-51120-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$89.65	5120-84300-402360	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$10.74	0100-51140-402310	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$6.51	5020-74000-402450	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$6.72	5020-74000-402450	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$4.50	5210-15910-402450	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$4.50	5210-15920-402450	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$4.49	5210-15930-402450	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$3.33	5210-15910-403650	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$3.33	5210-15920-403650	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$3.33	5210-15930-403650	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$3.00	5210-15230-402120	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$74.91	5210-15910-402450	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$74.91	5210-15920-402450	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$74.93	5210-15930-402450	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$19.98	5210-15230-402120	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$18.05	5210-15230-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$7.50	5210-15910-403650	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$7.50	5210-15920-403650	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$7.49	5210-15930-403650	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$5.39	5410-31230-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$34.17	5410-31230-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$29.99	5410-31220-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$13.98	1500-22260-402450	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$96.94	1500-22260-402450	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$10.79	5020-75000-402410	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$7.19	5120-85000-402410	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$22.48	5020-74000-402450	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$52.74	0100-51120-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$75.39	0100-51120-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$68.22	7690-51820-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$39.98	0100-51120-402391	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$21.99	0100-51120-402330	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$22.32	2110-31320-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$35.04	2110-31320-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$11.98	0100-51120-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$21.47	2600-55120-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$59.99	2110-31320-402475	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$174.98	2110-31320-402920	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$75.17	2110-31320-402310	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	-\$5.97	2110-31320-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$245.24	2110-31320-402310	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$13.97	8730-51990-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$268.94	5410-31220-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$38.99	5410-31220-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$16.19	5410-31220-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$50.78	5410-31220-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$4.98	5410-31220-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$3.59	5410-31220-402290	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$3.59	1500-22310-402690	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$19.98	1500-21200-402120	Kings Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$190.47	5020-74000-402360	Usa Blue Book - PCard
09/08/2014	26	U.S. Bank PCards	\$190.47	5120-84300-402360	Usa Blue Book - PCard
09/08/2014	26	U.S. Bank PCards	\$491.00	5710-71430-402450	Sprocket'S Mach. & Weld - PCard
09/08/2014	26	U.S. Bank PCards	\$5.99	0100-51120-402290	Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$26.96	0100-51120-402290	Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$57.87	0100-51120-402290	Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$14.90	0100-51120-402290	Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$59.85	0100-51120-402410	Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$19.99	0100-51120-402290	Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$6.99	0100-51120-402290	Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$16.97	0100-51120-402290	Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$17.39	0100-51120-402290	Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$69.39	0100-51120-402391	Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$11.99	0100-51120-402310	Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$14.99	5020-74000-402450	Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$31.95	5610-71120-402450	Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$69.99	5610-71130-402410	Ace Hardware - PCard

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09/08/2014	26	U.S. Bank PCards	\$71.42	0100-51270-402450	Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$21.47	1500-22230-402290	Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$34.00	5020-74000-402450	Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$8.94	5610-71120-402450	Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$54.97	2110-31320-402290	Ace Hardware - PCard
09/08/2014	26	U.S. Bank PCards	\$157.63	0100-51120-402290	Rmt Portland - PCard
09/08/2014	26	U.S. Bank PCards	\$12.64	0100-51120-402330	Rmt Portland - PCard
09/08/2014	26	U.S. Bank PCards	\$52.34	0100-51120-402290	Rmt Slc - PCard
09/08/2014	26	U.S. Bank PCards	\$216.00	2600-55110-403360	The Billings Outpost - PCard
09/08/2014	26	U.S. Bank PCards	\$108.00	2600-55110-403360	The Billings Outpost - PCard
09/08/2014	26	U.S. Bank PCards	\$56.74	2900-65010-403822	Silver Legacy Hotel Depos - PCard
09/08/2014	26	U.S. Bank PCards	\$56.74	2900-65010-403822	Silver Legacy Hotel Depos - PCard
09/08/2014	26	U.S. Bank PCards	\$56.74	0100-13130-403824	Silver Legacy Hotel Depos - PCard
09/08/2014	26	U.S. Bank PCards	\$1,783.85	5610-71120-402240	Montana Broom & Brush Com - PCard
09/08/2014	26	U.S. Bank PCards	\$1,255.05	5610-71120-402240	Montana Broom & Brush Com - PCard
09/08/2014	26	U.S. Bank PCards	\$555.30	5610-71130-402240	Montana Broom & Brush Com - PCard
09/08/2014	26	U.S. Bank PCards	\$90.75	5610-71140-402260	Spic And Span Cleaners - PCard
09/08/2014	26	U.S. Bank PCards	\$2,039.23	1500-22290-402690	Emergency Medical Produc - PCard
09/08/2014	26	U.S. Bank PCards	\$180.90	2600-55130-402190	Big Sky Fire Equipment - PCard
09/08/2014	26	U.S. Bank PCards	\$75.10	1500-21700-402190	Big Sky Fire Equipment - PCard
09/08/2014	26	U.S. Bank PCards	\$238.50	0100-51120-402290	Big Sky Fire Equipment - PCard
09/08/2014	26	U.S. Bank PCards	\$45.00	0100-51120-402290	Big Sky Fire Equipment - PCard
09/08/2014	26	U.S. Bank PCards	\$347.25	0100-51120-402290	Big Sky Fire Equipment - PCard
09/08/2014	26	U.S. Bank PCards	\$3.78	1500-22240-403824	Albertsons #2025 - PCard
09/08/2014	26	U.S. Bank PCards	\$34.00	0100-51250-402250	Albertsons #2025 - PCard
09/08/2014	26	U.S. Bank PCards	\$47.13	1500-22210-403760	Albertsons #2025 - PCard
09/08/2014	26	U.S. Bank PCards	\$4.98	2600-55120-403420	Albertsons #2025 - PCard
09/08/2014	26	U.S. Bank PCards	\$3.18	8730-51990-403360	Albertsons #2025 - PCard
09/08/2014	26	U.S. Bank PCards	\$16.76	8730-51990-403650	Albertsons #2025 - PCard
09/08/2014	26	U.S. Bank PCards	\$3.78	1500-22240-403824	Albertsons #2025 - PCard
09/08/2014	26	U.S. Bank PCards	\$3.78	1500-22240-403824	Albertsons #2025 - PCard
09/08/2014	26	U.S. Bank PCards	\$3.78	1500-22240-403824	Albertsons #2025 - PCard
09/08/2014	26	U.S. Bank PCards	\$1,866.83	1500-21500-403630	Dell Sales & Service - PCard
09/08/2014	26	U.S. Bank PCards	\$281.98	1500-21500-405333	Dell Sales & Service - PCard
09/08/2014	26	U.S. Bank PCards	\$151.14	0100-51120-402290	The Home Depot 3101 - PCard
09/08/2014	26	U.S. Bank PCards	\$133.79	5710-71480-402450	The Home Depot 3101 - PCard
09/08/2014	26	U.S. Bank PCards	\$4.54	5710-71480-402450	The Home Depot 3101 - PCard
09/08/2014	26	U.S. Bank PCards	\$29.30	0100-51120-402290	The Home Depot 3101 - PCard
09/08/2014	26	U.S. Bank PCards	\$18.89	0100-51120-402290	The Home Depot 3101 - PCard
09/08/2014	26	U.S. Bank PCards	\$229.76	8730-51990-403650	The Home Depot 3101 - PCard
09/08/2014	26	U.S. Bank PCards	\$5.48	0100-51120-402290	The Home Depot 3101 - PCard
09/08/2014	26	U.S. Bank PCards	\$18.42	1500-22260-402450	The Home Depot 3101 - PCard
09/08/2014	26	U.S. Bank PCards	-\$8.99	1500-22260-402450	The Home Depot 3101 - PCard
09/08/2014	26	U.S. Bank PCards	\$48.00	1500-22260-402450	The Home Depot 3101 - PCard
09/08/2014	26	U.S. Bank PCards	\$57.36	2110-31320-402290	The Home Depot 3101 - PCard
09/08/2014	26	U.S. Bank PCards	\$40.89	8730-51990-402290	The Home Depot 3101 - PCard
09/08/2014	26	U.S. Bank PCards	\$15.60	5410-31220-402290	The Home Depot 3101 - PCard
09/08/2014	26	U.S. Bank PCards	\$73.76	1500-21500-402120	The Home Depot 3101 - PCard
09/08/2014	26	U.S. Bank PCards	\$4.54	5710-71480-402450	The Home Depot 3101 - PCard
09/08/2014	26	U.S. Bank PCards	\$40.25	2400-43010-402190	Office Depot #1078 - PCard
09/08/2014	26	U.S. Bank PCards	\$49.96	2400-43010-402190	Office Depot #1080 - PCard
09/08/2014	26	U.S. Bank PCards	\$54.95	1500-21200-402290	Office Depot #1090 - PCard
09/08/2014	26	U.S. Bank PCards	\$421.94	5610-71100-402120	Office Depot #2135 - PCard
09/08/2014	26	U.S. Bank PCards	\$13.19	6010-15500-402190	Office Depot #450 - PCard
09/08/2014	26	U.S. Bank PCards	\$75.98	0100-51210-402190	Office Depot #450 - PCard
09/08/2014	26	U.S. Bank PCards	\$88.21	1500-22230-402610	Office Depot #450 - PCard
09/08/2014	26	U.S. Bank PCards	\$41.94	6200-19110-402290	Office Depot #450 - PCard
09/08/2014	26	U.S. Bank PCards	\$34.43	0100-51250-402250	Albertsons #2030 - PCard
09/08/2014	26	U.S. Bank PCards	\$3.78	1500-22240-403824	Albertsons #2030 - PCard
09/08/2014	26	U.S. Bank PCards	\$60.00	6700-31410-403350	Home Builders Assoc Of Bi - PCard
09/08/2014	26	U.S. Bank PCards	\$629.00	1500-21150-402120	Aces - PCard
09/08/2014	26	U.S. Bank PCards	\$95.45	5610-71130-402260	Aces - PCard
09/08/2014	26	U.S. Bank PCards	\$321.69	1500-22250-402450	Amazon.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$30.65	1500-22250-402450	Amazon.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$55.48	2600-55120-402450	Amazon.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$33.98	2600-55190-403225	Amazon.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$19.88	2600-55190-403226	Amazon.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$19.64	2600-55190-403226	Amazon.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$9.34	2600-55190-403226	Amazon.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$51.36	2600-55190-403336	Amazon.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$8.50	2600-55190-403227	Amazon.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$29.92	2600-55190-403336	Amazon.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$15.24	2600-55190-403222	Amazon.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$8.49	2600-55190-403225	Amazon.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$8.00	2600-55190-403227	Amazon.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$35.84	2600-55180-402290	Amazon.Com - PCard

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09/08/2014	26	U.S. Bank PCards	\$43.37	2600-55180-402290	Amazon.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$80.19	2600-55180-402290	Amazon.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$62.97	2600-55180-402290	Amazon.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$120.17	6200-19110-402290	Amazon.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$119.95	0100-12200-402190	Amazon.Com - PCard
09/08/2014	26	U.S. Bank PCards	\$5.75	8400-31840-402290	Selbys Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$125.12	6700-31410-402190	Selbys Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$86.40	1500-22210-402110	Selbys Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$242.91	2600-55190-403382	Tcd*Gale - PCard
09/08/2014	26	U.S. Bank PCards	\$15.48	8730-51990-402290	Petsmart Inc 393 - PCard
09/08/2014	26	U.S. Bank PCards	\$29.99	0100-51400-402190	Best Buy 00005926 - PCard
09/08/2014	26	U.S. Bank PCards	\$19.99	0100-51250-402250	Best Buy 00005926 - PCard
09/08/2014	26	U.S. Bank PCards	\$89.99	1500-22230-402610	Best Buy 00005926 - PCard
09/08/2014	26	U.S. Bank PCards	\$27.99	1500-21720-402290	Best Buy 00005926 - PCard
09/08/2014	26	U.S. Bank PCards	\$544.93	1500-21200-402610	Best Buy 00005926 - PCard
09/08/2014	26	U.S. Bank PCards	\$44.94	1500-21200-402610	Best Buy 00005926 - PCard
09/08/2014	26	U.S. Bank PCards	\$58.99	0100-51100-402190	Best Buy 00005926 - PCard
09/08/2014	26	U.S. Bank PCards	\$29.99	1500-21500-402925	Best Buy 00005926 - PCard
09/08/2014	26	U.S. Bank PCards	\$260.00	2400-43010-407214	Data Imaging Systems - PCard
09/08/2014	26	U.S. Bank PCards	\$260.00	2400-43010-407214	Data Imaging Systems - PCard
09/08/2014	26	U.S. Bank PCards	\$265.00	6500-15670-403690	Data Imaging Systems - PCard
09/08/2014	26	U.S. Bank PCards	\$17.45	0100-16110-403110	Usps 29078001028700219 - PCard
09/08/2014	26	U.S. Bank PCards	\$19.60	2830-65810-407277	Usps 29078001028700219 - PCard
09/08/2014	26	U.S. Bank PCards	-\$670.00	0100-11000-403824	National League Of Cities - PCard
09/08/2014	26	U.S. Bank PCards	\$109.50	1500-21700-402190	Batteries Plus #25 - PCard
09/08/2014	26	U.S. Bank PCards	\$71.85	5020-73140-402450	Batteries Plus #25 - PCard
09/08/2014	26	U.S. Bank PCards	\$23.95	5120-83140-402450	Batteries Plus #25 - PCard
09/08/2014	26	U.S. Bank PCards	\$36.50	0100-51420-402330	Batteries Plus #25 - PCard
09/08/2014	26	U.S. Bank PCards	\$36.50	0100-51420-402330	Batteries Plus #25 - PCard
09/08/2014	26	U.S. Bank PCards	\$20.86	0100-51400-402190	Batteries Plus #25 - PCard
09/08/2014	26	U.S. Bank PCards	\$182.41	5610-71130-403650	Batteries Plus #25 - PCard
09/08/2014	26	U.S. Bank PCards	\$208.80	1500-22290-402120	Batteries Plus #25 - PCard
09/08/2014	26	U.S. Bank PCards	\$180.00	2400-43010-407214	Batteries Plus #25 - PCard
09/08/2014	26	U.S. Bank PCards	\$28.96	2400-43010-407214	Batteries Plus #25 - PCard
09/08/2014	26	U.S. Bank PCards	\$27.99	5410-31230-402290	Batteries Plus #25 - PCard
09/08/2014	26	U.S. Bank PCards	\$28.74	6700-31410-402450	Batteries Plus #25 - PCard
09/08/2014	26	U.S. Bank PCards	\$19.16	6600-31100-402450	Batteries Plus #25 - PCard
09/08/2014	26	U.S. Bank PCards	\$56.85	6700-31410-402120	Batteries Plus #25 - PCard
09/08/2014	26	U.S. Bank PCards	\$26.97	2110-31320-402290	Batteries Plus #25 - PCard
09/08/2014	26	U.S. Bank PCards	\$15.99	1500-22310-402690	Batteries Plus #25 - PCard
09/08/2014	26	U.S. Bank PCards	\$43.08	1500-22290-402690	Batteries Plus #25 - PCard
09/08/2014	26	U.S. Bank PCards	\$31.55	1500-21120-402260	Batteries Plus #25 - PCard
09/08/2014	26	U.S. Bank PCards	\$225.00	5710-71430-402450	All Lock - PCard
09/08/2014	26	U.S. Bank PCards	-\$225.00	5710-71430-402450	All Lock - PCard
09/08/2014	26	U.S. Bank PCards	\$11.97	7380-12640-402190	Albertsons #2041 - PCard
09/08/2014	26	U.S. Bank PCards	\$423.46	7170-21660-407865	Holiday Inn Grand Mt - PCard
09/08/2014	26	U.S. Bank PCards	\$174.50	6500-15660-402450	In *Architectural Doors & - PCard
09/08/2014	26	U.S. Bank PCards	\$162.48	6010-15500-402190	Hp Home Store - PCard
09/08/2014	26	U.S. Bank PCards	\$20.48	5710-71430-402450	Wal-Mart #1956 - PCard
09/08/2014	26	U.S. Bank PCards	\$30.45	5710-71470-402450	Wal-Mart #1956 - PCard
09/08/2014	26	U.S. Bank PCards	\$27.14	2650-67720-402290	Wal-Mart #1956 - PCard
09/08/2014	26	U.S. Bank PCards	\$30.77	0100-51240-402250	Wal-Mart #1956 - PCard
09/08/2014	26	U.S. Bank PCards	\$4.97	6270-17520-403516	Wal-Mart #1956 - PCard
09/08/2014	26	U.S. Bank PCards	\$59.60	0100-51120-402260	Wal-Mart #1956 - PCard
09/08/2014	26	U.S. Bank PCards	\$6.75	6200-19110-402290	Wal-Mart #1956 - PCard
09/08/2014	26	U.S. Bank PCards	\$12.79	8730-51990-402290	Wal-Mart #1956 - PCard
09/08/2014	26	U.S. Bank PCards	\$3.50	7380-12640-402190	Wal-Mart #1956 - PCard
09/08/2014	26	U.S. Bank PCards	\$22.48	1500-21200-402120	Wal-Mart #1956 - PCard
09/08/2014	26	U.S. Bank PCards	\$90.82	7380-12640-403450	Wal-Mart #2923 - PCard
09/08/2014	26	U.S. Bank PCards	\$9.94	0100-51240-402250	Wal-Mart #2923 - PCard
09/08/2014	26	U.S. Bank PCards	\$158.06	0100-51240-402250	Wal-Mart #2923 - PCard
09/08/2014	26	U.S. Bank PCards	\$34.79	6270-17520-403516	Wal-Mart #2923 - PCard
09/08/2014	26	U.S. Bank PCards	\$1,185.20	2110-31320-402290	Walmart.Com 8009666546 - PCard
09/08/2014	26	U.S. Bank PCards	\$87.67	2990-65010-402190	Walmart.Com 8009666546 - PCard
09/08/2014	26	U.S. Bank PCards	\$44.78	5710-71430-402450	Wm Supercenter #1956 - PCard
09/08/2014	26	U.S. Bank PCards	\$60.00	7380-12640-402190	Wm Supercenter #1956 - PCard
09/08/2014	26	U.S. Bank PCards	\$7.31	8730-51990-402290	Wm Supercenter #1956 - PCard
09/08/2014	26	U.S. Bank PCards	\$73.57	7380-12640-402190	Wm Supercenter #1956 - PCard
09/08/2014	26	U.S. Bank PCards	\$107.71	5610-71120-402240	Wm Supercenter #2923 - PCard
09/08/2014	26	U.S. Bank PCards	\$17.94	0100-51250-402250	Wm Supercenter #2923 - PCard
09/08/2014	26	U.S. Bank PCards	\$448.42	0100-51250-402250	Wm Supercenter #2923 - PCard
09/08/2014	26	U.S. Bank PCards	\$203.00	0100-51250-402250	Wm Supercenter #2923 - PCard
09/08/2014	26	U.S. Bank PCards	\$69.58	0100-51240-402250	Wm Supercenter #2923 - PCard
09/08/2014	26	U.S. Bank PCards	\$41.53	1500-22250-402190	Wm Supercenter #2923 - PCard
09/08/2014	26	U.S. Bank PCards	\$24.44	5410-31220-402290	Wm Supercenter #2923 - PCard
09/08/2014	26	U.S. Bank PCards	\$495.00	1500-21400-403822	Nasro - PCard

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09/08/2014	26	U.S. Bank PCards	\$50.30	2900-65010-403110	Usps Postal St66100207 - PCard
09/08/2014	26	U.S. Bank PCards	\$45.00	5020-73110-403630	Billings Office Systems - PCard
09/08/2014	26	U.S. Bank PCards	\$30.00	5120-83110-403630	Billings Office Systems - PCard
09/08/2014	26	U.S. Bank PCards	\$185.00	6500-15670-403690	Stevens Brothers Mechani - PCard
09/08/2014	26	U.S. Bank PCards	\$179.86	5710-71440-402450	Kimball Midwest - PCard
09/08/2014	26	U.S. Bank PCards	\$277.92	5710-71440-402450	Kimball Midwest - PCard
09/08/2014	26	U.S. Bank PCards	\$112.66	5710-71440-402450	Kimball Midwest - PCard
09/08/2014	26	U.S. Bank PCards	\$595.00	5210-15210-403350	International Parking Ins - PCard
09/08/2014	26	U.S. Bank PCards	\$125.00	1500-21150-403822	Mspoa - PCard
09/08/2014	26	U.S. Bank PCards	\$375.00	1500-21150-403822	Mspoa - PCard
09/08/2014	26	U.S. Bank PCards	\$125.00	1500-21150-403822	Mspoa - PCard
09/08/2014	26	U.S. Bank PCards	\$1,599.14	2110-31320-403660	Green Magic Arbor Tech - PCard
09/08/2014	26	U.S. Bank PCards	\$100.00	1500-21110-403170	Frank'S Towing & Auto - PCard
09/08/2014	26	U.S. Bank PCards	\$35.97	5020-74000-402360	Radioshack Dea00024554 - PCard
09/08/2014	26	U.S. Bank PCards	\$228.50	1500-21200-407910	Lexisnexis Risk Mgt - PCard
09/08/2014	26	U.S. Bank PCards	\$63.44	1500-21120-402260	Valet Today Cleaners - PCard
09/08/2014	26	U.S. Bank PCards	\$109.92	5610-71120-402260	Shoes For Crews Llc - PCard
09/08/2014	26	U.S. Bank PCards	\$106.96	5610-71120-402260	Shoes For Crews Llc - PCard
09/08/2014	26	U.S. Bank PCards	\$53.50	5610-71130-402410	West End Lock & Security - PCard
09/08/2014	26	U.S. Bank PCards	\$3.25	5210-15210-402190	West End Lock & Security - PCard
09/08/2014	26	U.S. Bank PCards	\$1,493.85	1500-21200-402260	Gunarama Wholesale Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$23.00	0100-51290-402290	Automated Batting - PCard
09/08/2014	26	U.S. Bank PCards	\$191.84	2110-31320-402630	Uline *Ship Supplies - PCard
09/08/2014	26	U.S. Bank PCards	\$765.41	1500-21120-402120	Uline *Ship Supplies - PCard
09/08/2014	26	U.S. Bank PCards	\$140.40	1500-21200-402631	Uline *Ship Supplies - PCard
09/08/2014	26	U.S. Bank PCards	\$156.94	1500-21500-402190	Uline *Ship Supplies - PCard
09/08/2014	26	U.S. Bank PCards	\$300.00	5020-75000-404160	Fisher Sand And Gravel - PCard
09/08/2014	26	U.S. Bank PCards	\$93.75	5020-75000-404160	Fisher Sand And Gravel - PCard
09/08/2014	26	U.S. Bank PCards	\$30.00	2450-12570-402190	City Of Billings Finance - PCard
09/08/2014	26	U.S. Bank PCards	\$25.17	0100-51290-402290	Target 00001719 - PCard
09/08/2014	26	U.S. Bank PCards	\$16.18	0100-51290-402290	Target 00001719 - PCard
09/08/2014	26	U.S. Bank PCards	\$32.96	1500-21150-402285	Target 00001719 - PCard
09/08/2014	26	U.S. Bank PCards	\$37.41	1500-21200-402120	Target 00001719 - PCard
09/08/2014	26	U.S. Bank PCards	\$543.52	6500-15670-403690	Simplex Grinnell Web P - PCard
09/08/2014	26	U.S. Bank PCards	\$174.69	2110-31320-402420	Fastenal Company01 - PCard
09/08/2014	26	U.S. Bank PCards	\$267.12	1500-21120-402120	Cmi Inc Moto - PCard
09/08/2014	26	U.S. Bank PCards	\$159.11	2650-67720-402290	Montana Brewing Company - PCard
09/08/2014	26	U.S. Bank PCards	\$28.08	0100-13130-403360	Montana Brewing Company - PCard
09/08/2014	26	U.S. Bank PCards	\$207.91	5410-31220-402410	Sears Roebuck 2242 - PCard
09/08/2014	26	U.S. Bank PCards	\$280.17	0100-14110-403325	Allegra - PCard
09/08/2014	26	U.S. Bank PCards	\$204.55	1500-22230-402280	Nfpa Natl Fire Protect - PCard
09/08/2014	26	U.S. Bank PCards	\$142.95	2090-44510-402520	Nfpa Natl Fire Protect - PCard
09/08/2014	26	U.S. Bank PCards	\$85.32	5020-74000-402450	Backflow Supply - PCard
09/08/2014	26	U.S. Bank PCards	\$91.45	0100-51140-403690	Vermeer Rocky Mountain - PCard
09/08/2014	26	U.S. Bank PCards	\$163.90	0100-51140-403690	Vermeer Rocky Mountain - PCard
09/08/2014	26	U.S. Bank PCards	\$8.98	0100-51120-402330	Rdo Equipment Co - PCard
09/08/2014	26	U.S. Bank PCards	\$44.13	0100-51120-402330	Rdo Equipment Co - PCard
09/08/2014	26	U.S. Bank PCards	\$616.00	0100-51120-402330	Rdo Equipment Co. - PCard
09/08/2014	26	U.S. Bank PCards	\$10.31	1500-22250-402450	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$1,620.00	1500-22290-402690	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$179.91	1500-22260-402450	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$14.17	6700-31410-402290	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$102.49	2600-55190-403225	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$19.49	2600-55190-403225	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$7.41	2600-55190-403226	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$59.15	2600-55190-403243	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$5.99	2600-55190-403225	Amazon Mktplace Pmts - PCard
09/08/2014	26	U.S. Bank PCards	\$209.00	5610-71130-402320	Ratco Trailer And Hitch - PCard
09/08/2014	26	U.S. Bank PCards	\$11.98	1500-22270-402481	Radioshack Dea00030676 - PCard
09/08/2014	26	U.S. Bank PCards	\$29.99	1500-22230-402280	Radioshack Dea00030676 - PCard
09/08/2014	26	U.S. Bank PCards	\$7.99	1500-22210-402925	Radioshack Dea00030676 - PCard
09/08/2014	26	U.S. Bank PCards	\$11.98	5610-71150-402290	Radioshack Dea00030676 - PCard
09/08/2014	26	U.S. Bank PCards	\$354.00	5210-15930-402450	Permaletter Sign Comp - PCard
09/08/2014	26	U.S. Bank PCards	\$180.00	0100-51290-402230	Pepsi-Cola Bottling Co - PCard
09/08/2014	26	U.S. Bank PCards	\$90.00	0100-51280-402290	Pepsi-Cola Bottling Co - PCard
09/08/2014	26	U.S. Bank PCards	\$214.00	0100-51260-402230	Pepsi-Cola Bottling Co - PCard
09/08/2014	26	U.S. Bank PCards	\$301.20	0100-51260-402230	Pepsi-Cola Bottling Co - PCard
09/08/2014	26	U.S. Bank PCards	\$295.40	0100-51260-402230	Pepsi-Cola Bottling Co - PCard
09/08/2014	26	U.S. Bank PCards	\$411.20	0100-51260-402230	Pepsi-Cola Bottling Co - PCard
09/08/2014	26	U.S. Bank PCards	\$111.00	0100-51260-402230	Pepsi-Cola Bottling Co - PCard
09/08/2014	26	U.S. Bank PCards	\$69.74	5020-74000-402360	Pacific Steel #02 - PCard
09/08/2014	26	U.S. Bank PCards	\$43.51	0100-51420-402290	Pacific Steel #02 - PCard
09/08/2014	26	U.S. Bank PCards	\$58.95	5020-74000-402360	Pacific Steel #02 - PCard
09/08/2014	26	U.S. Bank PCards	\$32.40	5610-71130-405333	A-1 Rentals - PCard
09/08/2014	26	U.S. Bank PCards	\$150.00	5610-71130-405333	A-1 Rentals - PCard
09/08/2014	26	U.S. Bank PCards	\$40.00	5610-71130-405333	A-1 Rentals - PCard

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09/08/2014	26	U.S. Bank PCards	\$21.60	5610-71130-405333	A-1 Rentals - PCard
09/08/2014	26	U.S. Bank PCards	\$75.00	2110-31320-405333	A-1 Rentals - PCard
09/08/2014	26	U.S. Bank PCards	\$67.15	0100-51120-402310	A & I Dist.-Blgs Equip - PCard
09/08/2014	26	U.S. Bank PCards	\$136.99	5020-74000-402450	A & I Dist.-Blgs Equip - PCard
09/08/2014	26	U.S. Bank PCards	\$206.40	5710-71430-402450	A & I Distributors - Vt - PCard
09/08/2014	26	U.S. Bank PCards	\$247.85	1500-22260-402450	A & H Turf - PCard
09/08/2014	26	U.S. Bank PCards	\$110.00	5610-71100-403390	Accent Print Shop, Inc. - PCard
09/08/2014	26	U.S. Bank PCards	\$140.00	1500-21500-403210	Accent Print Shop, Inc. - PCard
09/08/2014	26	U.S. Bank PCards	\$1,064.00	5210-15930-402450	Ace Electric, Inc. - PCard
09/08/2014	26	U.S. Bank PCards	\$76.00	5210-15930-402450	Ace Electric, Inc. - PCard
09/08/2014	26	U.S. Bank PCards	\$152.00	5210-15930-402450	Ace Electric, Inc. - PCard
09/08/2014	26	U.S. Bank PCards	\$152.00	5210-15930-402450	Ace Electric, Inc. - PCard
09/08/2014	26	U.S. Bank PCards	\$190.00	6500-15660-403990	Ace Electric, Inc. - PCard
09/08/2014	26	U.S. Bank PCards	\$132.00	6500-15670-403690	Ace Electric, Inc. - PCard
09/08/2014	26	U.S. Bank PCards	\$837.94	6500-15660-402450	Ace Electric, Inc. - PCard
09/08/2014	26	U.S. Bank PCards	\$76.00	6500-15670-403690	Ace Electric, Inc. - PCard
09/08/2014	26	U.S. Bank PCards	\$170.00	5210-15930-402450	Air Controls Billings Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$853.27	6500-15660-402450	Air Controls Billings Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$223.15	6500-15670-403690	Air Controls Billings Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$4.80	0100-51120-402290	Reliable Distributing - PCard
09/08/2014	26	U.S. Bank PCards	\$485.00	5410-31230-403660	Alpine Plmbg,Htg&Cooling - PCard
09/08/2014	26	U.S. Bank PCards	\$177.50	5410-31230-403660	Alpine Plmbg,Htg&Cooling - PCard
09/08/2014	26	U.S. Bank PCards	\$123.00	5210-15930-402450	Alpine Plmbg,Htg&Cooling - PCard
09/08/2014	26	U.S. Bank PCards	\$570.00	5210-15950-403670	Alpine Plmbg,Htg&Cooling - PCard
09/08/2014	26	U.S. Bank PCards	\$453.00	6500-15670-403690	Alpine Plmbg,Htg&Cooling - PCard
09/08/2014	26	U.S. Bank PCards	\$12.00	5610-71130-402390	Lp Anderson Tire Factory - PCard
09/08/2014	26	U.S. Bank PCards	\$215.00	2600-55110-403360	Artcraft Printer Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$215.00	2600-55110-403360	Artcraft Printer Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$31.50	5410-31230-403450	At&T*Bill Payment - PCard
09/08/2014	26	U.S. Bank PCards	\$20.05	2110-31320-403630	Automated Office Systems - PCard
09/08/2014	26	U.S. Bank PCards	\$5.07	5020-74000-403660	Automated Office Systems - PCard
09/08/2014	26	U.S. Bank PCards	\$381.14	2900-65010-403240	Automated Office Systems - PCard
09/08/2014	26	U.S. Bank PCards	\$20.62	6600-31100-403660	Automated Office Systems - PCard
09/08/2014	26	U.S. Bank PCards	\$23.12	6700-31410-403660	Automated Office Systems - PCard
09/08/2014	26	U.S. Bank PCards	\$13.00	5610-71140-402260	Badge West Awards & En - PCard
09/08/2014	26	U.S. Bank PCards	\$11.00	1500-21120-402260	Badge West Awards & En - PCard
09/08/2014	26	U.S. Bank PCards	\$18.00	1500-21150-402285	Badge West Awards & En - PCard
09/08/2014	26	U.S. Bank PCards	\$70.56	5020-74000-402450	Ej Bartells Billings Mt - PCard
09/08/2014	26	U.S. Bank PCards	\$12.98	0100-51120-402290	Big Bear Sports Center - PCard
09/08/2014	26	U.S. Bank PCards	\$875.50	5410-31220-402260	Big Sky Linen & Unifor - PCard
09/08/2014	26	U.S. Bank PCards	\$100.00	5410-31230-402260	Big Sky Linen & Unifor - PCard
09/08/2014	26	U.S. Bank PCards	\$199.90	5610-71120-402240	Big Sky Linen & Unifor - PCard
09/08/2014	26	U.S. Bank PCards	\$469.00	5610-71120-402260	Big Sky Linen & Unifor - PCard
09/08/2014	26	U.S. Bank PCards	\$197.13	5610-71130-402260	Big Sky Linen & Unifor - PCard
09/08/2014	26	U.S. Bank PCards	\$149.00	2600-55120-402260	Big Sky Linen & Unifor - PCard
09/08/2014	26	U.S. Bank PCards	\$902.80	2110-31320-402260	Big Sky Linen & Unifor - PCard
09/08/2014	26	U.S. Bank PCards	\$21.45	0100-51120-402290	Big Sky Linen & Unifor - PCard
09/08/2014	26	U.S. Bank PCards	\$265.41	6010-15530-402260	Big Sky Linen & Unifor - PCard
09/08/2014	26	U.S. Bank PCards	\$654.60	6500-15670-403690	Big Sky Linen & Unifor - PCard
09/08/2014	26	U.S. Bank PCards	\$383.65	6500-15660-403660	Big Sky Linen & Unifor - PCard
09/08/2014	26	U.S. Bank PCards	\$21.50	1500-21120-402450	Big Sky Linen & Unifor - PCard
09/08/2014	26	U.S. Bank PCards	\$40.30	0100-51270-402450	Big Sky Linen & Unifor - PCard
09/08/2014	26	U.S. Bank PCards	\$40.30	0100-51270-402450	Big Sky Linen & Unifor - PCard
09/08/2014	26	U.S. Bank PCards	\$111.50	5410-31230-405333	Billings Construction - PCard
09/08/2014	26	U.S. Bank PCards	\$114.75	5410-31230-402290	Billings Construction - PCard
09/08/2014	26	U.S. Bank PCards	\$9.65	2110-31320-402290	Billings Construction - PCard
09/08/2014	26	U.S. Bank PCards	\$89.36	1500-22210-403590	Bloedorn Lumber Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$9.99	1500-21500-402190	Bloedorn Lumber Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$12.99	5020-74000-402450	Bloedorn Lumber Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$42.65	0100-51120-402290	Bloedorn Lumber Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$325.00	0100-51120-402290	Billings Machine & Wel - PCard
09/08/2014	26	U.S. Bank PCards	\$1,230.04	5610-71130-403650	Billings Nursery - PCard
09/08/2014	26	U.S. Bank PCards	\$326.00	5610-71130-403650	Billings Nursery - PCard
09/08/2014	26	U.S. Bank PCards	\$100.00	0100-51120-403650	Billings Nursery - PCard
09/08/2014	26	U.S. Bank PCards	\$135.00	0100-51120-403650	Billings Nursery - PCard
09/08/2014	26	U.S. Bank PCards	\$90.00	0100-51120-403650	Billings Nursery - PCard
09/08/2014	26	U.S. Bank PCards	\$250.00	6500-15660-402450	Billings Overhead Door - PCard
09/08/2014	26	U.S. Bank PCards	\$278.42	5120-84300-402360	Border States Electric - PCard
09/08/2014	26	U.S. Bank PCards	\$25.26	5020-74000-402360	Border States Electric - PCard
09/08/2014	26	U.S. Bank PCards	\$84.67	5020-74000-402360	Border States Electric - PCard
09/08/2014	26	U.S. Bank PCards	\$71.34	5020-74000-402360	Border States Electric - PCard
09/08/2014	26	U.S. Bank PCards	\$200.91	5020-74000-402360	Border States Electric - PCard
09/08/2014	26	U.S. Bank PCards	\$62.24	5610-71120-402450	Border States Electric - PCard
09/08/2014	26	U.S. Bank PCards	\$248.52	5610-71120-402450	Border States Electric - PCard
09/08/2014	26	U.S. Bank PCards	\$78.14	5120-84300-402360	Border States Electric - PCard
09/08/2014	26	U.S. Bank PCards	\$240.24	5120-84300-402360	Border States Electric - PCard

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09/08/2014	26	U.S. Bank PCards	\$312.68	5120-84300-402360	Border States Electric - PCard
09/08/2014	26	U.S. Bank PCards	\$170.16	5120-84300-402360	Border States Electric - PCard
09/08/2014	26	U.S. Bank PCards	\$130.90	5120-84300-402360	Border States Electric - PCard
09/08/2014	26	U.S. Bank PCards	\$440.31	5020-74000-402360	Border States Electric - PCard
09/08/2014	26	U.S. Bank PCards	\$1,730.85	5120-84300-402360	Border States Electric - PCard
09/08/2014	26	U.S. Bank PCards	\$165.63	0100-51120-402290	Border States Electric - PCard
09/08/2014	26	U.S. Bank PCards	\$48.53	0100-51120-402290	Border States Electric - PCard
09/08/2014	26	U.S. Bank PCards	\$483.00	5610-71120-402240	Bruco - PCard
09/08/2014	26	U.S. Bank PCards	\$39.07	5610-71120-402240	Bruco - PCard
09/08/2014	26	U.S. Bank PCards	\$300.81	5610-71120-402240	Bruco - PCard
09/08/2014	26	U.S. Bank PCards	\$688.97	6500-15670-402240	Bruco - PCard
09/08/2014	26	U.S. Bank PCards	\$106.90	6500-15670-402240	Bruco - PCard
09/08/2014	26	U.S. Bank PCards	\$691.14	6500-15670-402240	Bruco - PCard
09/08/2014	26	U.S. Bank PCards	\$51.44	6500-15660-402240	Bruco - PCard
09/08/2014	26	U.S. Bank PCards	\$49.40	2600-55120-402240	Bruco - PCard
09/08/2014	26	U.S. Bank PCards	\$311.09	6500-15660-402240	Bruco - PCard
09/08/2014	26	U.S. Bank PCards	\$53.48	0100-12130-403911	Chalet Market-Web - PCard
09/08/2014	26	U.S. Bank PCards	\$71.00	0100-51420-402260	Creative Monograms Smb - PCard
09/08/2014	26	U.S. Bank PCards	\$58.00	1500-21500-402120	Creative Monograms Smb - PCard
09/08/2014	26	U.S. Bank PCards	\$29.00	1500-21500-402120	Creative Monograms Smb - PCard
09/08/2014	26	U.S. Bank PCards	\$14.46	5610-71130-403650	Crescent Electric 054 - PCard
09/08/2014	26	U.S. Bank PCards	\$342.00	5710-71430-402450	Crescent Electric 054 - PCard
09/08/2014	26	U.S. Bank PCards	\$72.30	5610-71130-403650	Crescent Electric 054 - PCard
09/08/2014	26	U.S. Bank PCards	\$201.00	6700-31410-402450	Crescent Electric 054 - PCard
09/08/2014	26	U.S. Bank PCards	\$134.00	6600-31100-402450	Crescent Electric 054 - PCard
09/08/2014	26	U.S. Bank PCards	\$211.54	5610-71120-402450	Crescent Electric 054 - PCard
09/08/2014	26	U.S. Bank PCards	\$83.59	5610-71130-403650	Crescent Electric 054 - PCard
09/08/2014	26	U.S. Bank PCards	\$554.46	5120-84300-402360	Crescent Electric 054 - PCard
09/08/2014	26	U.S. Bank PCards	\$650.00	6010-15520-402120	Cummins Rocky Mtn - PCard
09/08/2014	26	U.S. Bank PCards	\$100.00	5210-15930-402450	Dale & Jax Door & Glas - PCard
09/08/2014	26	U.S. Bank PCards	\$200.00	6500-15670-403690	Dale & Jax Door & Glas - PCard
09/08/2014	26	U.S. Bank PCards	\$515.00	5210-15920-402450	Dale & Jax Door & Glas - PCard
09/08/2014	26	U.S. Bank PCards	\$944.00	5610-71170-402450	Dale & Jax Door & Glas - PCard
09/08/2014	26	U.S. Bank PCards	\$720.00	5610-71170-402450	Dale & Jax Door & Glas - PCard
09/08/2014	26	U.S. Bank PCards	\$398.00	0100-51270-402450	D & L Plumbing & Heat - PCard
09/08/2014	26	U.S. Bank PCards	\$64.71	2600-55160-402190	Demco Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$64.80	5120-85000-402310	Ditch Witch Northwest - PCard
09/08/2014	26	U.S. Bank PCards	\$8.50	1500-21120-402320	Dons C/W & Exp Lube - PCard
09/08/2014	26	U.S. Bank PCards	\$136.31	2600-55190-403380	Ebsco Info Service Bhm - PCard
09/08/2014	26	U.S. Bank PCards	\$508.40	2600-55130-403210	Econo Print - PCard
09/08/2014	26	U.S. Bank PCards	\$241.80	0100-16110-403240	Econo Print - PCard
09/08/2014	26	U.S. Bank PCards	\$13.58	5710-71460-403210	Econo Print 2 - PCard
09/08/2014	26	U.S. Bank PCards	\$242.81	5020-74000-402220	Environmental Resource - PCard
09/08/2014	26	U.S. Bank PCards	\$233.81	5020-74000-402220	Environmental Resource - PCard
09/08/2014	26	U.S. Bank PCards	\$3.19	2110-31320-402430	Fasteners Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$34.99	5610-71130-402410	Fasteners Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$92.24	5020-74000-402410	Fasteners Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$92.24	5120-84300-402410	Fasteners Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$3.50	0100-51120-402290	Fasteners Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$40.92	5410-31220-402290	Fasteners Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$249.99	5410-31220-402410	Fasteners Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$130.03	5410-31220-402290	Fasteners Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$1.00	0100-51120-402290	Fasteners Billings - PCard
09/08/2014	26	U.S. Bank PCards	\$858.84	5610-71120-402450	Flowmark High Tech Co - PCard
09/08/2014	26	U.S. Bank PCards	\$293.04	5610-71120-402450	Flowmark High Tech Co - PCard
09/08/2014	26	U.S. Bank PCards	\$311.82	5610-71120-403660	Tif Gainans Floral And G - PCard
09/08/2014	26	U.S. Bank PCards	\$11.94	5410-31230-402320	Galles Filter And Exhaust - PCard
09/08/2014	26	U.S. Bank PCards	\$879.60	5410-31230-402320	Galles Filter And Exhaust - PCard
09/08/2014	26	U.S. Bank PCards	\$588.00	5410-31230-402320	Galles Filter And Exhaust - PCard
09/08/2014	26	U.S. Bank PCards	\$170.00	6600-31100-403824	Government Finance Offic - PCard
09/08/2014	26	U.S. Bank PCards	\$298.26	5020-74000-402360	Graybar Electric - PCard
09/08/2014	26	U.S. Bank PCards	\$164.10	2110-31320-402430	Graybar Electric - PCard
09/08/2014	26	U.S. Bank PCards	\$242.20	5120-84300-402360	Graybar Electric - PCard
09/08/2014	26	U.S. Bank PCards	\$1,410.40	5120-84300-402360	Graybar Electric - PCard
09/08/2014	26	U.S. Bank PCards	\$133.00	5120-84300-402360	Graybar Electric - PCard
09/08/2014	26	U.S. Bank PCards	\$50.81	6060-19310-402122	Graybar Electric - PCard
09/08/2014	26	U.S. Bank PCards	\$893.77	5120-84000-402223	Hach Company - PCard
09/08/2014	26	U.S. Bank PCards	\$1,370.35	5020-74000-402220	Hach Company - PCard
09/08/2014	26	U.S. Bank PCards	\$125.00	5410-31220-402290	Hansers Wrecker Company - PCard
09/08/2014	26	U.S. Bank PCards	\$543.52	0100-51120-402240	Hanson Chemical - PCard
09/08/2014	26	U.S. Bank PCards	\$401.01	0100-51120-402240	Hanson Chemical - PCard
09/08/2014	26	U.S. Bank PCards	\$529.29	0100-51120-402240	Hanson Chemical - PCard
09/08/2014	26	U.S. Bank PCards	\$108.87	0100-51270-402450	Hanson Chemical - PCard
09/08/2014	26	U.S. Bank PCards	\$129.12	0100-51270-402450	Hanson Chemical - PCard
09/08/2014	26	U.S. Bank PCards	\$177.80	6500-15660-402240	Hanson Chemical - PCard
09/08/2014	26	U.S. Bank PCards	\$185.44	6500-15660-402240	Hanson Chemical - PCard

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09/08/2014	26	U.S. Bank PCards	\$43.40	1500-22260-402240	Hanson Chemical - PCard
09/08/2014	26	U.S. Bank PCards	\$238.60	1500-22260-402240	Hanson Chemical - PCard
09/08/2014	26	U.S. Bank PCards	\$379.37	2600-55120-402240	Hanson Chemical - PCard
09/08/2014	26	U.S. Bank PCards	\$554.33	2600-55120-402240	Hanson Chemical - PCard
09/08/2014	26	U.S. Bank PCards	\$18.23	6600-31100-402450	Hanson Chemical - PCard
09/08/2014	26	U.S. Bank PCards	\$27.34	6700-31410-402450	Hanson Chemical - PCard
09/08/2014	26	U.S. Bank PCards	\$32.00	5710-71430-402450	Hanson Chemical - PCard
09/08/2014	26	U.S. Bank PCards	\$82.79	0100-51220-402250	Hanson Chemical - PCard
09/08/2014	26	U.S. Bank PCards	\$2.52	0100-51220-402250	Hanson Chemical - PCard
09/08/2014	26	U.S. Bank PCards	\$158.50	0100-51120-402290	Hanson Chemical - PCard
09/08/2014	26	U.S. Bank PCards	\$86.10	0100-51120-402240	Hanson Chemical - PCard
09/08/2014	26	U.S. Bank PCards	\$144.55	5610-71190-402450	Hose & Rubber Supply - PCard
09/08/2014	26	U.S. Bank PCards	\$12.72	5610-71120-402450	Hose & Rubber Supply - PCard
09/08/2014	26	U.S. Bank PCards	\$6.00	5710-71430-402450	Hose & Rubber Supply - PCard
09/08/2014	26	U.S. Bank PCards	\$179.60	5610-71150-402290	Hose & Rubber Supply - PCard
09/08/2014	26	U.S. Bank PCards	\$7.76	5020-75000-402410	Hose & Rubber Supply - PCard
09/08/2014	26	U.S. Bank PCards	\$21.50	5020-74000-402450	Hose & Rubber Supply - PCard
09/08/2014	26	U.S. Bank PCards	\$6.84	5020-74000-402450	Hose & Rubber Supply - PCard
09/08/2014	26	U.S. Bank PCards	\$114.07	5410-31220-402290	Hose & Rubber Supply - PCard
09/08/2014	26	U.S. Bank PCards	\$6.11	5410-31220-402290	Hose & Rubber Supply - PCard
09/08/2014	26	U.S. Bank PCards	\$82.44	5410-31220-402290	Hose & Rubber Supply - PCard
09/08/2014	26	U.S. Bank PCards	\$119.50	5610-71190-402450	Hotsy Wy-Mont - PCard
09/08/2014	26	U.S. Bank PCards	\$279.00	1500-22210-403350	International Associat - PCard
09/08/2014	26	U.S. Bank PCards	\$15.00	0100-51420-402390	Tire Rama 101 - PCard
09/08/2014	26	U.S. Bank PCards	\$15.00	0100-51120-402390	Tire Rama 105 - PCard
09/08/2014	26	U.S. Bank PCards	\$58.53	2400-43010-403240	J And H Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$2,000.00	0100-51120-402120	J And H Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$269.42	5610-71150-402290	Jims Electric - PCard
09/08/2014	26	U.S. Bank PCards	\$495.00	5610-71120-402450	Jims Electric - PCard
09/08/2014	26	U.S. Bank PCards	\$272.50	5610-71140-403660	Johnson Controls Ss - PCard
09/08/2014	26	U.S. Bank PCards	\$320.00	5610-71140-403660	Johnson Controls Ss - PCard
09/08/2014	26	U.S. Bank PCards	\$320.00	5610-71140-403660	Johnson Controls Ss - PCard
09/08/2014	26	U.S. Bank PCards	\$1,490.00	5610-71140-402290	Johnson Controls Ss - PCard
09/08/2014	26	U.S. Bank PCards	\$34.99	0100-51260-402290	Kmart 4303 - PCard
09/08/2014	26	U.S. Bank PCards	\$79.92	6270-17520-403516	Kmart 4303 - PCard
09/08/2014	26	U.S. Bank PCards	\$121.95	1500-22250-402450	Kb Commercial Products - PCard
09/08/2014	26	U.S. Bank PCards	\$457.80	5610-71120-402240	Kb Commercial Products - PCard
09/08/2014	26	U.S. Bank PCards	\$638.20	5610-71120-402240	Kb Commercial Products - PCard
09/08/2014	26	U.S. Bank PCards	\$175.00	1500-22260-402240	Kb Commercial Products - PCard
09/08/2014	26	U.S. Bank PCards	\$163.14	0100-51260-402290	Kb Commercial Products - PCard
09/08/2014	26	U.S. Bank PCards	\$68.52	0100-51260-402290	Kb Commercial Products - PCard
09/08/2014	26	U.S. Bank PCards	\$9.89	5210-15920-403650	Kb Commercial Products - PCard
09/08/2014	26	U.S. Bank PCards	\$9.89	5210-15930-403650	Kb Commercial Products - PCard
09/08/2014	26	U.S. Bank PCards	\$33.17	5210-15910-403650	Kb Commercial Products - PCard
09/08/2014	26	U.S. Bank PCards	\$68.52	5410-31230-402290	Kb Commercial Products - PCard
09/08/2014	26	U.S. Bank PCards	\$54.20	5410-31220-402290	Kb Commercial Products - PCard
09/08/2014	26	U.S. Bank PCards	\$115.78	5410-31220-402290	Kb Commercial Products - PCard
09/08/2014	26	U.S. Bank PCards	\$33.50	5410-31230-403660	Kenco Security And Tec - PCard
09/08/2014	26	U.S. Bank PCards	\$312.00	0100-51410-403490	Kenco Security And Tec - PCard
09/08/2014	26	U.S. Bank PCards	\$80.00	2600-55120-403660	Kenco Security And Tec - PCard
09/08/2014	26	U.S. Bank PCards	\$83.00	2600-55120-403660	Kenco Security And Tec - PCard
09/08/2014	26	U.S. Bank PCards	\$19.50	5020-74000-403660	Kenco Security And Tec - PCard
09/08/2014	26	U.S. Bank PCards	\$11.16	5020-73140-403660	Kenco Security And Tec - PCard
09/08/2014	26	U.S. Bank PCards	\$3.71	5120-83140-403660	Kenco Security And Tec - PCard
09/08/2014	26	U.S. Bank PCards	\$15.08	5020-75000-403660	Kenco Security And Tec - PCard
09/08/2014	26	U.S. Bank PCards	\$10.05	5120-85000-403660	Kenco Security And Tec - PCard
09/08/2014	26	U.S. Bank PCards	\$18.40	6600-31100-403660	Kenco Security And Tec - PCard
09/08/2014	26	U.S. Bank PCards	\$27.60	6700-31410-403660	Kenco Security And Tec - PCard
09/08/2014	26	U.S. Bank PCards	\$67.00	1500-21110-403574	Kenco Security And Tec - PCard
09/08/2014	26	U.S. Bank PCards	\$26.00	2520-21490-402120	Kenco Security And Tec - PCard
09/08/2014	26	U.S. Bank PCards	\$44.00	5610-71130-403650	Macon Supply Billi - PCard
09/08/2014	26	U.S. Bank PCards	\$263.50	5610-71130-403650	Macon Supply Billi - PCard
09/08/2014	26	U.S. Bank PCards	\$165.00	5610-71120-402450	Macon Supply Billi - PCard
09/08/2014	26	U.S. Bank PCards	\$21.00	0100-51120-402290	Macon Supply Billi - PCard
09/08/2014	26	U.S. Bank PCards	\$413.00	6300-17530-407310	Overhead Door Of So Mt - PCard
09/08/2014	26	U.S. Bank PCards	\$255.50	6300-17530-407310	Overhead Door Of So Mt - PCard
09/08/2014	26	U.S. Bank PCards	\$27.88	1500-22210-403110	The Mail Drop - PCard
09/08/2014	26	U.S. Bank PCards	\$1.48	1500-22210-403110	The Mail Drop - PCard
09/08/2014	26	U.S. Bank PCards	\$85.48	1500-22260-402310	Marketing Specialties Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$2.72	1500-22260-402310	Marketing Specialties Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$29.15	5610-71130-403650	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$114.10	0100-51120-402410	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$217.48	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$139.14	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$214.00	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$58.40	0100-51120-402391	Midland Implement Co - PCard

Check Date	Check	Name	Amount	Account	Item Desc
09/08/2014	26	U.S. Bank PCards	\$91.86	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$74.11	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$9.12	0100-51420-402290	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$26.68	0100-51420-402290	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$172.84	5610-71130-403650	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$35.67	5610-71130-403650	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	-\$94.79	5610-71130-403650	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$235.43	5610-71130-403650	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$94.79	5610-71130-403650	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$3.45	5610-71130-403650	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$34.53	5610-71130-403650	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$46.49	5610-71130-403650	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$477.65	5610-71130-403650	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$61.93	5610-71130-403650	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$33.27	5610-71130-403650	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$19.85	5610-71130-403650	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$1,296.00	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$43.44	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$432.00	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$231.67	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$30.18	5610-71130-403650	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$27.29	0100-51420-402290	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$59.85	5020-74000-402450	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$130.79	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$207.50	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$151.91	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$1,624.36	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$155.13	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$83.34	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$194.79	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$45.00	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$738.00	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$82.05	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$212.70	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$68.86	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$726.90	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$115.70	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$12.50	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$21.00	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$20.94	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$470.02	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$56.30	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$936.00	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$920.30	0100-51120-402391	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$17.71	0100-51120-402330	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$285.78	0100-51120-402330	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$191.89	0100-51120-402330	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$137.54	5610-71130-403650	Midland Implement Co - PCard
09/08/2014	26	U.S. Bank PCards	\$25.00	0100-51120-403650	Knife River 5601 - PCard
09/08/2014	26	U.S. Bank PCards	\$30.00	2400-43010-403826	Montana Chamber Of Com - PCard
09/08/2014	26	U.S. Bank PCards	\$735.63	1500-21150-402975	Moore Lane Veterinary Hos - PCard
09/08/2014	26	U.S. Bank PCards	\$13.28	0100-51120-402410	Napa Store 3547001 - PCard
09/08/2014	26	U.S. Bank PCards	\$443.99	5410-31230-402410	Napa Store 3547001 - PCard
09/08/2014	26	U.S. Bank PCards	\$19.98	0100-51120-402290	Napa Store 3547001 - PCard
09/08/2014	26	U.S. Bank PCards	\$3.49	0100-51120-402310	Napa Store 3547001 - PCard
09/08/2014	26	U.S. Bank PCards	\$31.98	0100-51120-402290	Napa Store 3547001 - PCard
09/08/2014	26	U.S. Bank PCards	\$4.98	0100-51120-402290	Napa Store 3547001 - PCard
09/08/2014	26	U.S. Bank PCards	\$58.24	0100-51120-402290	Napa Store 3547001 - PCard
09/08/2014	26	U.S. Bank PCards	\$3.87	0100-51120-402290	Napa Store 3547001 - PCard
09/08/2014	26	U.S. Bank PCards	\$33.98	0100-51120-402330	Napa Store 3547001 - PCard
09/08/2014	26	U.S. Bank PCards	\$549.72	0100-51120-402120	Napa Store 3547001 - PCard
09/08/2014	26	U.S. Bank PCards	\$20.74	5210-15910-402450	Napa Store 3547007 - PCard
09/08/2014	26	U.S. Bank PCards	\$20.74	5210-15920-402450	Napa Store 3547007 - PCard
09/08/2014	26	U.S. Bank PCards	\$20.74	5210-15930-402450	Napa Store 3547007 - PCard
09/08/2014	26	U.S. Bank PCards	\$57.88	5020-74000-402410	Northwest Industrial Supp - PCard
09/08/2014	26	U.S. Bank PCards	\$21.63	5020-75000-402410	Northwest Industrial Supp - PCard
09/08/2014	26	U.S. Bank PCards	\$14.42	5120-85000-402410	Northwest Industrial Supp - PCard
09/08/2014	26	U.S. Bank PCards	\$82.78	5020-73120-402410	Northwest Industrial Supp - PCard
09/08/2014	26	U.S. Bank PCards	\$51.44	5020-75000-402410	Northwest Industrial Supp - PCard
09/08/2014	26	U.S. Bank PCards	\$5.20	5020-75000-402410	Northwest Industrial Supp - PCard
09/08/2014	26	U.S. Bank PCards	\$38.80	5020-75000-402410	Northwest Industrial Supp - PCard
09/08/2014	26	U.S. Bank PCards	\$169.92	2110-31320-402290	Northwest Industrial Supp - PCard
09/08/2014	26	U.S. Bank PCards	\$119.99	5410-31220-402290	Northwest Industrial Supp - PCard
09/08/2014	26	U.S. Bank PCards	\$33.42	5020-75000-402410	Northwest Industrial Supp - PCard
09/08/2014	26	U.S. Bank PCards	\$22.28	5120-85000-402410	Northwest Industrial Supp - PCard
09/08/2014	26	U.S. Bank PCards	\$65.32	5120-85000-402290	Northwest Industrial Supp - PCard

Check Date	Check	Name	Amount	Account	Item Desc
09/08/2014	26	U.S. Bank PCards	\$6.00	5020-75000-402410	Northwest Industrial Supp - PCard
09/08/2014	26	U.S. Bank PCards	\$4.00	5120-85000-402410	Northwest Industrial Supp - PCard
09/08/2014	26	U.S. Bank PCards	\$567.20	6700-31410-402290	Northwest Industrial Supp - PCard
09/08/2014	26	U.S. Bank PCards	\$24.99	5120-84300-402360	Northwest Pipe Fittings - PCard
09/08/2014	26	U.S. Bank PCards	\$72.28	0100-51120-402391	Northwest Pipe Fittings - PCard
09/08/2014	26	U.S. Bank PCards	\$72.28	0100-51120-402391	Northwest Pipe Fittings - PCard
09/08/2014	26	U.S. Bank PCards	\$22.95	5610-71120-402450	Northwest Pipe Fittings - PCard
09/08/2014	26	U.S. Bank PCards	\$64.73	5710-71430-402450	Northwest Pipe Fittings - PCard
09/08/2014	26	U.S. Bank PCards	\$110.46	0100-51120-402410	Northwest Pipe Fittings - PCard
09/08/2014	26	U.S. Bank PCards	\$158.84	0100-51120-402290	Northwest Pipe Fittings - PCard
09/08/2014	26	U.S. Bank PCards	\$264.78	0100-51120-402391	Northwest Pipe Fittings - PCard
09/08/2014	26	U.S. Bank PCards	\$76.02	5120-84000-402223	Northwest Scientific Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$700.19	5120-84000-402223	Northwest Scientific Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$211.25	5120-84000-402223	Northwest Scientific Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$1,313.71	5120-84000-402223	Northwest Scientific Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$16.44	5020-74000-402220	Northwest Scientific Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$58.84	5020-74000-402220	Northwest Scientific Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$23.71	5020-74000-402220	Northwest Scientific Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$1,099.73	5020-74000-402220	Northwest Scientific Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$228.22	5020-74000-402220	Northwest Scientific Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$109.81	5020-74000-402220	Northwest Scientific Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$167.22	5020-74000-402220	Northwest Scientific Inc - PCard
09/08/2014	26	U.S. Bank PCards	\$24.00	5020-74000-402450	Pacific Steel #02 - PCard
09/08/2014	26	U.S. Bank PCards	\$85.11	5020-74000-402450	Pacific Steel #02 - PCard
09/08/2014	778379	Valmont Industries Inc	\$1,208.90	2110-00000-141318	STREET LIGHTS PO NUM 295786
09/08/2014	778379	Valmont Industries Inc	\$1,477.00	2110-00000-141318	STREET LIGHTS PO NUM 296173
09/08/2014	778385	Yellowstone County Finance Dpt	\$2,724.00	0100-12120-402120	Municipal Court 2015 Video Conference Fees
09/08/2014	778386	Yellowstone County Sheriffs	\$527.50	7180-21600-407865	1/2 Share drug forfeiture for Micheal Metcalf. 13-FBI-004696/14-DEA-592208/14-DEA-595615. 2/5 Share
09/08/2014	778386	Yellowstone County Sheriffs	\$11,256.32	7170-21660-407865	HIDTA Drug Forfeiture.
09/08/2014	778388	Zeier Consulting LLC	\$2,868.75	1990-15050-403590	Zeier Consulting Professional Services for July 2014

Regular City Council Meeting

Meeting Date: 10/14/2014

TITLE: Payment of Claims September 15, 2014

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$2,410,331.11 have been audited and are presented for City Council payment approval. A complete listing of the claims dated September 15, 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 09-15

Check Date	Check	Name	Amount	Account	Item Desc
09/15/2014	778391	A & I Distributors	\$788.70	5410-31220-402310	def for trucks
09/15/2014	778391	A & I Distributors	\$123.79	2600-55170-402320	2518717
09/15/2014	778391	A & I Distributors	\$109.45	5410-31230-402310	def for unit 251 at landfill
09/15/2014	778391	A & I Distributors	\$3,397.75	6010-00000-141000	2516263 PO NUM 295751
09/15/2014	778391	A & I Distributors	\$136.80	6010-00000-141000	2516263 PO NUM 295751
09/15/2014	778391	A & I Distributors	\$306.52	5410-31220-402320	2516261
09/15/2014	778391	A & I Distributors	\$328.35	2110-31320-402320	2519028
09/15/2014	778391	A & I Distributors	\$1,367.09	5410-31230-402310	oil and grease
09/15/2014	778391	A & I Distributors	\$3,860.25	6010-00000-141000	2522142 PO NUM 295751
09/15/2014	778391	A & I Distributors	\$113.55	6010-00000-141000	2522142 PO NUM 295751
09/15/2014	778391	A & I Distributors	\$433.95	5710-71440-402320	2515299
09/15/2014	778391	A & I Distributors	\$120.00	5410-31230-402310	winter treat plus
09/15/2014	778391	A & I Distributors	\$1,230.35	6010-00000-141714	2521556 PO NUM 295751
09/15/2014	778391	A & I Distributors	\$49.74	6500-15660-402450	Gallon of lubriplate Air Comp AC-2 for the compressor in the street shop
09/15/2014	778391	A & I Distributors	\$195.00	5410-31230-403660	service call at landfill waste oil heater
09/15/2014	778391	A & I Distributors	\$15.00	5710-71440-402320	145809
09/15/2014	778393	Advantage Companies LLI	\$5,760.00	2600-55190-403380	Invoice 14183
09/15/2014	778396	Air Controls-Billings Inc	\$2,690.00	5120-84000-403660	Installation of AC coil & condensor
09/15/2014	778396	Air Controls-Billings Inc	\$694.21	5120-84000-403660	Expansion valve/installation
09/15/2014	778399	American Title & Escrow	\$25,100.00	2990-65550-407275	REHAB-ESTABLISH ESCROW-BERNS-4115 BUCHANAN
09/15/2014	778400	American Title & Escrow	\$10,100.00	2980-65560-407275	MHR-ESTABLISH ESCROW-SCHULTZ-922 YELLOWSTONE RIVER RD G-9
09/15/2014	778403	Archie Cochrane	\$1,761.10	5710-71470-402320	AUTO & TRUCK MAINT.ITEMS
09/15/2014	778403	Archie Cochrane	\$2,370.95	6300-17530-407310	Inv. 829134-1 BPD Car #1400. #2014-230
09/15/2014	778404	Armacost Trane Service Co	\$6,175.80	5020-73140-403660	Coil replacement
09/15/2014	778404	Armacost Trane Service Co	\$4,117.20	5120-83140-403660	Coil replacement
09/15/2014	778405	Armscor Cartridge Incorporated	\$1,200.00	1500-21150-402120	Item AC 9-4N, 9-124GR-FMJ New
09/15/2014	778405	Armscor Cartridge Incorporated	\$240.00	1500-21120-402261	Item AC9-4N, 9-124GR-FMJ New
09/15/2014	778405	Armscor Cartridge Incorporated	\$285.00	1500-21120-402261	Item AC 10-2N, 10MM-180GR-FMJ New
09/15/2014	778405	Armscor Cartridge Incorporated	\$900.00	1500-21120-402261	Item AC22LR-1N, 22LR-JHP
09/15/2014	778405	Armscor Cartridge Incorporated	\$600.00	1500-21120-402261	Item AC 308-1N, 308-147GR-FMJ New
09/15/2014	778405	Armscor Cartridge Incorporated	\$310.00	1500-21120-402261	Item AC 45A-12N, 45ACP-230GR,FMJ New
09/15/2014	778405	Armscor Cartridge Incorporated	\$4,960.00	2500-21350-402120	223-55GR-FMJ Ammunition.
09/15/2014	778406	Arrow Striping & Manufacturing Inc	\$3,560.00	2110-31320-402340	glass beads for painting
09/15/2014	778409	Big Sky Linen & Uniform	\$343.41	5020-73120-402260	Uniforms
09/15/2014	778409	Big Sky Linen & Uniform	\$53.79	5020-73140-402260	Uniforms
09/15/2014	778409	Big Sky Linen & Uniform	\$805.10	5020-74000-402260	Uniforms
09/15/2014	778409	Big Sky Linen & Uniform	\$468.60	5020-75000-402260	Uniforms
09/15/2014	778409	Big Sky Linen & Uniform	\$16.55	5120-83140-402260	Uniforms
09/15/2014	778409	Big Sky Linen & Uniform	\$477.00	5120-84000-402260	Uniforms
09/15/2014	778409	Big Sky Linen & Uniform	\$241.10	5120-84300-402260	Uniforms
09/15/2014	778409	Big Sky Linen & Uniform	\$312.40	5120-85000-402260	Uniforms
09/15/2014	778423	Brown And Caldwell	\$12,749.00	5030-75910-409340	WO 08-25 ZONE 3 RESERVOIR
09/15/2014	778424	Business Tax Section	\$155.65	4460-31650-409311	WO 14-02 Misc Developer (4460)
09/15/2014	778424	Business Tax Section	\$436.17	2050-31310-409310	WO 14-02 Misc Developer; Fund trsfr (164.16) to fund 1500 9/2/14
09/15/2014	778424	Business Tax Section	\$30.00	8400-31840-409310	WO 14-02 Misc Developer (8400)
09/15/2014	778424	Business Tax Section	\$164.16	1500-22260-402450	WO 14-02 Misc Developer; Fund trsfr from 2050 9/2/14
09/15/2014	778424	Business Tax Section	\$143.25	5050-75150-403671	Water Service Repair List 12.13.13
09/15/2014	778424	Business Tax Section	\$449.72	2050-31310-409390	WO 14-03 2014 Street Maintenance - City Overlay; CO Canceling 1,571.75 9-8-15
09/15/2014	778424	Business Tax Section	\$523.67	2050-31310-409390	WO 14-03 2014 Street Maintenance
09/15/2014	778424	Business Tax Section	\$15,075.73	2030-15130-409224	Business Tax portion of Sletten contract for Empire Garage construction.
09/15/2014	778429	Civicplus	\$4,809.11	6200-19110-403552	2nd Quarterly Fee for Hosting and Support Website October - December 2014
09/15/2014	778433	Continuant Inc	\$7,545.00	6060-19310-403582	Annual Voice Mail Maintenance 10/01/2014
09/15/2014	778435	County Water District Of Billings Heights	\$592.22	0100-51120-403420	Monthly water charges for Cleavenger.
09/15/2014	778435	County Water District Of Billings Heights	\$1,899.12	8720-51980-403420	Monthly water charges for Twin Oaks.
09/15/2014	778435	County Water District Of Billings Heights	\$1,619.91	0100-51120-403420	Monthly water charges for Arrowhead.
09/15/2014	778435	County Water District Of Billings Heights	\$575.17	8720-51980-403420	Monthly water charges for Rolling Hills.
09/15/2014	778435	County Water District Of Billings Heights	\$2,297.35	8720-51980-403420	Monthly water charges for Walden Grove.
09/15/2014	778435	County Water District Of Billings Heights	\$999.32	8720-51980-403420	Monthly water charges for France's.
09/15/2014	778435	County Water District Of Billings Heights	\$1,686.94	8720-51980-403420	Monthly water charges for Luthern.
09/15/2014	778435	County Water District Of Billings Heights	\$1,555.58	0100-51120-403420	Monthly water charges for Primrose.
09/15/2014	778435	County Water District Of Billings Heights	\$1,541.69	8720-51980-403420	Monthly water charges for Uinta.
09/15/2014	778435	County Water District Of Billings Heights	\$16.95	0100-51120-403420	Monthly water charges for Arrowhead.
09/15/2014	778435	County Water District Of Billings Heights	\$1,992.43	0100-51120-403420	Monthly water charges for Hawthorne.
09/15/2014	778435	County Water District Of Billings Heights	\$283.29	5120-85000-403420	1840 St Andrews
09/15/2014	778439	Dell Computer L P	\$4,643.40	2090-44510-402925	(3) Dell Latitude E6540
09/15/2014	778439	Dell Computer L P	\$209.97	2090-44510-402925	(3) Dell Car Adapters
09/15/2014	778439	Dell Computer L P	\$254.94	5120-84000-402925	Soundbar/external HD

Check Date	Check	Name	Amount	Account	Item Desc
09/15/2014	778439	Dell Computer L P	\$5,187.85	1500-21200-402610	(5) Dell Latitude 15 5000 Series Police Crash Laptops
09/15/2014	778441	DGM Systems	\$2,200.00	5210-15940-402190	Transcore AVI hang tag. F/C 7. Format is 26 Bit Wiegand. #251-350. Add graphics with BLUE stripes to #251-350.
09/15/2014	778441	DGM Systems	\$4,400.00	5210-15940-402190	Transcore AVI hang tag. F/C 7. Format is 26 Bit Wiegand. #1000-1199. Add graphics with YELLOW stripes to #1000-1199.
09/15/2014	778441	DGM Systems	\$28.00	5210-15940-402190	Drop ship via 3 day.
09/15/2014	778442	Dowl Hkm	\$34,784.00	1990-15050-409340	WO 14-05 SBURD Sewer Phase I
09/15/2014	778442	Dowl Hkm	\$5,468.00	5030-75910-409340	WO 14-05 SBURD Sewer Phase I - Water Main Replacement; Amendment #2
09/15/2014	778442	Dowl Hkm	\$23,651.00	8400-31840-409310	WO 10-19 Shiloh Conservation Area Amendment #1
09/15/2014	778442	Dowl Hkm	\$2,865.20	5120-82110-403540	WO1214 IWP WW Collection System; CO#1 06/24/13
09/15/2014	778442	Dowl Hkm	\$1,269.18	1990-15050-409310	WO 13-15 Calhoun Road Improvements
09/15/2014	778455	Gillig Corporation	\$1,523.48	6010-00000-141714	40035347 PO NUM 296249
09/15/2014	778455	Gillig Corporation	\$103.08	5710-71440-402320	4001712
09/15/2014	778455	Gillig Corporation	\$56.63	5710-71440-402320	4001712
09/15/2014	778455	Gillig Corporation	\$977.40	5710-71440-402320	40040674
09/15/2014	778455	Gillig Corporation	\$103.08	5710-71440-402320	40041033
09/15/2014	778455	Gillig Corporation	\$83.32	5710-71440-402320	40041385
09/15/2014	778456	Granite Peak Pump Service Inc	\$695.16	8730-51990-403670	Pump repair at Castlerock.
09/15/2014	778456	Granite Peak Pump Service Inc	\$581.67	8730-51990-403670	Pump repair at Pioneer.
09/15/2014	778456	Granite Peak Pump Service Inc	\$824.87	8730-51990-403670	Pump repair at Lillis and Stewart.
09/15/2014	778456	Granite Peak Pump Service Inc	\$1,277.46	8730-51990-403670	Pump repair at Rose.
09/15/2014	778456	Granite Peak Pump Service Inc	\$786.45	8730-51990-403670	Pump repair at Stewart and Rose.
09/15/2014	778456	Granite Peak Pump Service Inc	\$676.04	8730-51990-403670	Pump repair at South, Optimist and Ironwood.
09/15/2014	778458	Guardian Security Inc	\$7,625.02	2600-55120-403574	Inv 996233
09/15/2014	778459	Guthals, Hunnes & Reuss P.C.	\$9,335.25	2030-15130-409224	Empire Garage regarding buy/sell agreements
09/15/2014	778459	Guthals, Hunnes & Reuss P.C.	\$20,987.25	2030-15130-409224	8682-01M-6 - attorney fees for empire garage retail spaces
09/15/2014	778469	Ingram Library Services Inc.	\$16.52	2600-55190-403227	Inv 79836124
09/15/2014	778469	Ingram Library Services Inc.	\$407.72	2600-55190-403226	Inv 79836125
09/15/2014	778469	Ingram Library Services Inc.	\$16.49	2600-55190-403227	Inv 79836126
09/15/2014	778469	Ingram Library Services Inc.	\$32.26	2600-55190-403382	Inv 79836127
09/15/2014	778469	Ingram Library Services Inc.	\$15.92	2600-55190-403226	Inv 79836128
09/15/2014	778469	Ingram Library Services Inc.	\$10.61	2600-55190-403255	Inv 79836128
09/15/2014	778469	Ingram Library Services Inc.	\$112.65	2600-55190-403227	Inv 79836129
09/15/2014	778469	Ingram Library Services Inc.	\$15.31	2600-55190-403227	Inv 79846798
09/15/2014	778469	Ingram Library Services Inc.	\$98.52	2600-55190-403226	Inv 79846799
09/15/2014	778469	Ingram Library Services Inc.	\$40.27	2600-55190-403226	Inv 79846800
09/15/2014	778469	Ingram Library Services Inc.	\$19.25	2600-55190-403222	Inv 79846801
09/15/2014	778469	Ingram Library Services Inc.	\$30.68	2600-55190-403226	Inv 79846801
09/15/2014	778469	Ingram Library Services Inc.	\$32.98	2600-55190-403227	Inv 79846802
09/15/2014	778469	Ingram Library Services Inc.	\$10.77	2600-55190-403227	Inv 79846803
09/15/2014	778469	Ingram Library Services Inc.	\$4.79	2600-55190-403226	Inv 79846804
09/15/2014	778469	Ingram Library Services Inc.	\$576.00	2600-55110-407930	Inv 79846805
09/15/2014	778469	Ingram Library Services Inc.	\$66.14	2600-55190-403226	Inv 79965338
09/15/2014	778469	Ingram Library Services Inc.	\$8.99	2600-55190-403255	Inv 79965339
09/15/2014	778469	Ingram Library Services Inc.	\$23.38	2600-55190-403226	Inv 79965340
09/15/2014	778469	Ingram Library Services Inc.	\$16.49	2600-55190-403222	Inv 79965341
09/15/2014	778469	Ingram Library Services Inc.	\$11.97	2600-55190-403227	Inv 79965342
09/15/2014	778469	Ingram Library Services Inc.	\$13.72	2600-55190-403222	Inv 79965343
09/15/2014	778469	Ingram Library Services Inc.	\$434.93	2600-55190-403227	Inv 79965343
09/15/2014	778469	Ingram Library Services Inc.	\$915.32	2600-55190-403241	Inv 79965343
09/15/2014	778469	Ingram Library Services Inc.	\$71.45	2600-55190-403242	Inv 79965343
09/15/2014	778469	Ingram Library Services Inc.	\$16.79	2600-55190-403227	Inv 79965344
09/15/2014	778469	Ingram Library Services Inc.	\$777.35	2600-55190-403227	Inv 79985482
09/15/2014	778469	Ingram Library Services Inc.	\$24.62	2600-55190-407930	Inv 79985482
09/15/2014	778469	Ingram Library Services Inc.	\$40.86	2600-55190-403226	Inv 79985483
09/15/2014	778469	Ingram Library Services Inc.	\$17.39	2600-55190-403226	Inv 79985484
09/15/2014	778469	Ingram Library Services Inc.	\$16.60	2600-55190-403255	Inv 79985484
09/15/2014	778469	Ingram Library Services Inc.	\$46.28	2600-55190-403333	Inv 79985484
09/15/2014	778469	Ingram Library Services Inc.	\$8.24	2600-55190-403242	Inv 79985485
09/15/2014	778469	Ingram Library Services Inc.	\$30.99	2600-55190-403241	Inv 79985486
09/15/2014	778469	Ingram Library Services Inc.	\$36.29	2600-55190-403222	Inv 79985487
09/15/2014	778469	Ingram Library Services Inc.	\$19.22	2600-55190-403222	Inv 79985488
09/15/2014	778469	Ingram Library Services Inc.	\$110.39	2600-55190-403227	Inv 79985488
09/15/2014	778469	Ingram Library Services Inc.	\$4.79	2600-55190-403226	Inv 79985489
09/15/2014	778469	Ingram Library Services Inc.	\$73.04	2600-55190-403227	Inv 79985490
09/15/2014	778469	Ingram Library Services Inc.	\$41.92	2600-55190-403227	Inv 79985491
09/15/2014	778469	Ingram Library Services Inc.	\$22.14	2600-55190-403227	Inv 79985492
09/15/2014	778469	Ingram Library Services Inc.	\$23.09	2600-55190-403222	Inv 79985493
09/15/2014	778469	Ingram Library Services Inc.	\$63.26	2600-55190-403226	Inv 79985493

Check Date	Check	Name	Amount	Account	Item Desc
09/15/2014	778469	Ingram Library Services Inc.	\$51.56	2600-55190-403227	Inv 80071323
09/15/2014	778469	Ingram Library Services Inc.	\$202.62	2600-55190-403226	Inv 80071324
09/15/2014	778469	Ingram Library Services Inc.	\$22.98	2600-55190-403333	Inv 80071325
09/15/2014	778469	Ingram Library Services Inc.	\$8.24	2600-55190-403333	Inv 80071326
09/15/2014	778469	Ingram Library Services Inc.	\$4.79	2600-55190-403227	Inv 80071327
09/15/2014	778469	Ingram Library Services Inc.	\$48.51	2600-55190-403241	Inv 80071327
09/15/2014	778469	Ingram Library Services Inc.	\$2,184.94	2600-55190-403333	Inv 80071328
09/15/2014	778469	Ingram Library Services Inc.	\$7.66	2600-55190-403333	Inv 80071329
09/15/2014	778469	Ingram Library Services Inc.	\$21.99	2600-55190-403222	Inv 80071330
09/15/2014	778469	Ingram Library Services Inc.	\$51.61	2600-55190-403226	Inv 80071330
09/15/2014	778469	Ingram Library Services Inc.	\$11.99	2600-55190-403226	Inv 80071331
09/15/2014	778469	Ingram Library Services Inc.	\$75.55	2600-55190-403227	Inv 80071332
09/15/2014	778469	Ingram Library Services Inc.	\$43.12	2600-55190-403226	Inv 80071333
09/15/2014	778469	Ingram Library Services Inc.	\$16.51	2600-55110-407930	Inv 80071334
09/15/2014	778469	Ingram Library Services Inc.	\$85.06	2600-55190-403226	Inv 80105565
09/15/2014	778469	Ingram Library Services Inc.	\$10.61	2600-55190-403255	Inv 80105566
09/15/2014	778469	Ingram Library Services Inc.	\$17.69	2600-55190-403227	Inv 80105567
09/15/2014	778469	Ingram Library Services Inc.	\$17.60	2600-55190-403222	Inv 80105568
09/15/2014	778469	Ingram Library Services Inc.	\$325.94	2600-55190-403227	Inv 80105568
09/15/2014	778469	Ingram Library Services Inc.	\$175.30	2600-55190-403255	Inv 80105568
09/15/2014	778469	Ingram Library Services Inc.	\$10.79	2600-55190-403382	Inv 80105568
09/15/2014	778469	Ingram Library Services Inc.	\$25.46	2600-55190-403226	Inv 80105569
09/15/2014	778469	Ingram Library Services Inc.	\$35.69	2600-55190-403227	Inv 80105570
09/15/2014	778471	Integrated Information Solutions Inc.	\$2,493.61	6200-19110-405370	Hardware Maintenance 1726-HC4 SN/13K02A6
09/15/2014	778471	Integrated Information Solutions Inc.	\$990.93	6200-19110-405370	Hardware Maintenance 1727-HC1 SN/13K023B
09/15/2014	778475	J & J Concrete Inc.	\$15,408.93	4460-31650-409311	WO 14-02 Misc Developer (4460)
09/15/2014	778475	J & J Concrete Inc.	\$43,181.24	2050-31310-409310	WO 14-02 Misc Developer; Fund Trsfr (16251.64) to Fund 1500 9/4/14
09/15/2014	778475	J & J Concrete Inc.	\$2,970.00	8400-31840-409310	WO 14-02 Misc Developer (8400)
09/15/2014	778475	J & J Concrete Inc.	\$16,251.64	1500-22260-402450	WO 14-02 Misc Developer; Fund Trsfr of 16,251.64 from Fund 2050
09/15/2014	778480	Knife River (JTL Group Inc.)	\$44,522.20	2050-31310-409390	WO 14-03 2014 Street Maintenance - City Overlay; CO Canceling 155,603.07 9-8-15
09/15/2014	778480	Knife River (JTL Group Inc.)	\$51,843.42	2050-31310-409390	WO 14-03 2014 Street Maintenance
09/15/2014	778480	Knife River (JTL Group Inc.)	\$142.74	2110-31320-404710	asphalt
09/15/2014	778480	Knife River (JTL Group Inc.)	\$9,541.62	2110-31320-404710	asphalt
09/15/2014	778480	Knife River (JTL Group Inc.)	\$8,579.04	2110-31320-404710	asphalt
09/15/2014	778487	Mailing Technical Services	\$509.76	0100-15120-403110	Finance
09/15/2014	778487	Mailing Technical Services	\$4,260.89	6050-15150-403110	Postage Fund (weekly bills)
09/15/2014	778498	Montana Municipal Interlocal Authority	\$25,722.42	6300-17530-407311	Deductible Recovery Invoice 8/6/2014
09/15/2014	778499	Montana Municipal Interlocal Authority	\$50,291.84	6300-17530-407311	Deductible Recovery Invoice 814001 9/5/2014
09/15/2014	778505	Morrison Maierle Inc	\$57,210.02	5130-85910-409340	WO 14-01 2014 Water & Sewer Replacement - Sch 2 Sewer; CO#3 2/27/2014
09/15/2014	778505	Morrison Maierle Inc	\$463.50	5020-72110-403540	WO 12-16 IWPI Water Distribution System Study; CO#2 06/24/13
09/15/2014	778513	Napa Auto Parts	\$1,058.10	5710-71430-402450	Replace broken meter used at pit for oil changes
09/15/2014	778513	Napa Auto Parts	\$521.22	6010-00000-141714	549538 PO NUM 296285
09/15/2014	778513	Napa Auto Parts	\$39.55	6010-00000-141714	549932 PO NUM 296285
09/15/2014	778513	Napa Auto Parts	\$314.39	6010-00000-141714	551398 PO NUM 296285
09/15/2014	778513	Napa Auto Parts	\$73.55	6010-00000-141000	546424 PO NUM 296286
09/15/2014	778513	Napa Auto Parts	\$321.55	6010-00000-141000	547323 PO NUM 296286
09/15/2014	778513	Napa Auto Parts	\$86.92	6010-00000-141000	547403 PO NUM 296286
09/15/2014	778513	Napa Auto Parts	\$32.52	6010-00000-141000	549252 PO NUM 296286
09/15/2014	778513	Napa Auto Parts	\$3.38	5710-71440-402320	549538
09/15/2014	778513	Napa Auto Parts	\$380.19	5710-71440-402320	549538
09/15/2014	778513	Napa Auto Parts	\$37.60	5710-71440-402320	551398
09/15/2014	778513	Napa Auto Parts	\$97.71	5710-71440-402320	551398
09/15/2014	778513	Napa Auto Parts	\$3.13	6200-19110-402320	546718
09/15/2014	778513	Napa Auto Parts	\$120.00	2600-55170-402320	546789
09/15/2014	778513	Napa Auto Parts	\$64.56	5410-31220-402320	547052
09/15/2014	778513	Napa Auto Parts	\$14.38	6010-15530-402650	547275
09/15/2014	778513	Napa Auto Parts	\$13.49	2110-31320-402320	547323
09/15/2014	778513	Napa Auto Parts	\$18.90	5410-31220-402320	547406
09/15/2014	778513	Napa Auto Parts	\$10.79	0100-51120-402320	547503
09/15/2014	778513	Napa Auto Parts	\$23.88	6700-31410-402320	547668
09/15/2014	778513	Napa Auto Parts	\$13.96	2110-31320-402320	547732
09/15/2014	778513	Napa Auto Parts	\$19.30	2110-31320-402320	547836
09/15/2014	778513	Napa Auto Parts	-\$49.14	2600-55170-402320	548655
09/15/2014	778513	Napa Auto Parts	-\$18.90	5410-31220-402320	548655
09/15/2014	778513	Napa Auto Parts	\$9.59	5410-31230-402320	548804
09/15/2014	778513	Napa Auto Parts	\$47.76	5410-31230-402320	548827
09/15/2014	778513	Napa Auto Parts	\$87.48	2110-31320-402320	548950
09/15/2014	778513	Napa Auto Parts	\$35.63	2090-44520-402320	549116
09/15/2014	778513	Napa Auto Parts	\$36.16	2090-44520-402320	549162

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09/15/2014	778513	Napa Auto Parts	\$269.57	6010-15530-402320	549186
09/15/2014	778518	NorthWestern Energy	\$8.54	4280-65900-409180	502 S 33rd Street (Irma House) HOME Program Electric Bill
09/15/2014	778518	NorthWestern Energy	\$107.98	5610-71130-403410	0712533-9. Airport Entrance. August 2014
09/15/2014	778518	NorthWestern Energy	\$16.04	5610-71130-403410	0712534-7. Public Parking. August 2014
09/15/2014	778518	NorthWestern Energy	\$230.05	5610-71130-403410	0712535-4. Employee Parking. August 2014
09/15/2014	778518	NorthWestern Energy	\$2,286.94	5610-71130-403410	0719543-1. Parking Lot Light. August 2014
09/15/2014	778518	NorthWestern Energy	\$17.62	5610-71130-403410	0712791-3. Gate 16. August 2014
09/15/2014	778518	NorthWestern Energy	\$15.35	5610-71130-403410	0712795-4. Gate 16. August 2014
09/15/2014	778518	NorthWestern Energy	\$7.85	5610-71130-403410	0712797-0. Gate 9. August 2014
09/15/2014	778518	NorthWestern Energy	\$13.09	5610-71170-403410	0712805-1. IP-10. August 2014
09/15/2014	778518	NorthWestern Energy	\$8.31	5610-71130-403410	0712813-5. Burn Pit. August 2014
09/15/2014	778518	NorthWestern Energy	\$16.14	5610-71130-403410	0719759-3. Gate 12. August 2014
09/15/2014	778518	NorthWestern Energy	\$23.42	5610-71130-403410	0719760-1. Gate 14. August 2014
09/15/2014	778518	NorthWestern Energy	\$18.53	5610-71130-403410	0719761-9. Gate 15. August 2014
09/15/2014	778518	NorthWestern Energy	\$14.44	5610-71130-403410	0719762-7. Gate 15. August 2014
09/15/2014	778518	NorthWestern Energy	\$18.99	5610-71130-403410	0720296-3. Gate 29. August 2014
09/15/2014	778518	NorthWestern Energy	\$20.79	5610-71130-403410	2114868-9. Runway Weather System. August 2014
09/15/2014	778518	NorthWestern Energy	\$2,968.29	5710-71430-403410	Electricity at Metroplex 7/28/14 to 8/26/14
09/15/2014	778518	NorthWestern Energy	\$174.63	5120-85000-403410	62nd St W @ Ironwood
09/15/2014	778518	NorthWestern Energy	\$375.50	5020-74000-403410	805 Constitution
09/15/2014	778518	NorthWestern Energy	\$453.19	5020-74000-403410	5809 Canyonwoods Dr
09/15/2014	778518	NorthWestern Energy	\$14.11	5120-85000-403410	17040254
09/15/2014	778518	NorthWestern Energy	\$32.28	5120-85000-403410	17040304
09/15/2014	778518	NorthWestern Energy	\$7.63	2110-31320-403410	17389891
09/15/2014	778518	NorthWestern Energy	\$64.69	0100-51120-403410	18494088
09/15/2014	778518	NorthWestern Energy	\$16.70	5020-74000-403410	18672659
09/15/2014	778518	NorthWestern Energy	\$9.01	0100-51120-403410	19022573
09/15/2014	778518	NorthWestern Energy	\$51.82	0100-51120-403410	19049444
09/15/2014	778518	NorthWestern Energy	\$15.92	0100-51120-403410	19412436
09/15/2014	778518	NorthWestern Energy	\$0.87	8720-51980-403410	19486679
09/15/2014	778518	NorthWestern Energy	\$1.88	8720-51980-403410	20413621
09/15/2014	778518	NorthWestern Energy	\$9.01	2110-31320-403410	20470076
09/15/2014	778518	NorthWestern Energy	\$9.11	2110-31320-403410	20470100
09/15/2014	778518	NorthWestern Energy	\$8.66	2110-31320-403410	20470134
09/15/2014	778518	NorthWestern Energy	\$9.22	2110-31320-403410	20470175
09/15/2014	778518	NorthWestern Energy	\$8.87	2110-31320-403410	20470183
09/15/2014	778518	NorthWestern Energy	\$8.53	2110-31320-403410	20470191
09/15/2014	778518	NorthWestern Energy	\$8,421.76	6500-15670-403410	01005073
09/15/2014	778518	NorthWestern Energy	\$26.03	1500-22210-403410	07125321
09/15/2014	778518	NorthWestern Energy	\$754.81	0100-51410-403410	07125388
09/15/2014	778518	NorthWestern Energy	\$352.36	5710-71430-403410	07192255
09/15/2014	778518	NorthWestern Energy	\$409.81	1500-22210-403410	07208176
09/15/2014	778518	NorthWestern Energy	\$1,755.50	0100-51260-403410	07208416
09/15/2014	778518	NorthWestern Energy	\$10.77	5020-74000-403410	07222490
09/15/2014	778518	NorthWestern Energy	\$7.52	0100-51120-403410	07222532
09/15/2014	778518	NorthWestern Energy	\$210.11	0100-51120-403410	07222565
09/15/2014	778518	NorthWestern Energy	\$9.49	0100-51120-403410	07222581
09/15/2014	778518	NorthWestern Energy	\$21.63	0100-51120-403410	07222599
09/15/2014	778518	NorthWestern Energy	\$6,139.92	5020-74000-403410	07222706
09/15/2014	778518	NorthWestern Energy	\$9.32	0100-51120-403410	07222722
09/15/2014	778518	NorthWestern Energy	\$6.21	8720-51980-403410	07222722
09/15/2014	778518	NorthWestern Energy	\$20.94	0100-51120-403410	07222730
09/15/2014	778518	NorthWestern Energy	\$12.62	0100-51120-403410	07222748
09/15/2014	778518	NorthWestern Energy	\$104.75	0100-51120-403410	07222755
09/15/2014	778518	NorthWestern Energy	\$37.54	0100-51120-403410	07222771
09/15/2014	778518	NorthWestern Energy	\$30.99	0100-51120-403410	07222789
09/15/2014	778518	NorthWestern Energy	\$16.04	0100-51120-403410	07222797
09/15/2014	778518	NorthWestern Energy	\$7.52	0100-51120-403410	07222805
09/15/2014	778518	NorthWestern Energy	\$7.52	0100-51120-403410	07222813
09/15/2014	778518	NorthWestern Energy	\$7.52	0100-51120-403410	07222839
09/15/2014	778518	NorthWestern Energy	\$7.52	0100-51120-403410	07222847
09/15/2014	778518	NorthWestern Energy	\$16.04	0100-51120-403410	07228083
09/15/2014	778518	NorthWestern Energy	\$11.04	0100-51120-403410	07228521
09/15/2014	778518	NorthWestern Energy	\$9.49	0100-51120-403410	07228620
09/15/2014	778518	NorthWestern Energy	\$155.82	0100-51120-403410	07229016
09/15/2014	778518	NorthWestern Energy	\$9.11	0100-51120-403410	07229768
09/15/2014	778518	NorthWestern Energy	\$185.12	0100-51120-403410	07229958
09/15/2014	778518	NorthWestern Energy	\$79.87	0100-51120-403410	07230055
09/15/2014	778518	NorthWestern Energy	\$7.52	0100-51120-403410	07230253
09/15/2014	778518	NorthWestern Energy	\$23.49	0100-51120-403410	07230394
09/15/2014	778518	NorthWestern Energy	\$6,077.83	5020-74000-403410	07230436
09/15/2014	778518	NorthWestern Energy	\$741.80	0100-51120-403410	07230444
09/15/2014	778518	NorthWestern Energy	\$7.40	0100-51120-403410	07230469
09/15/2014	778518	NorthWestern Energy	\$18.19	0100-51120-403410	07230493

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09/15/2014	778518	NorthWestern Energy	\$11.96	0100-51120-403410	07230535
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09/15/2014	778518	NorthWestern Energy	\$18.53	0100-51120-403410	07230659
09/15/2014	778518	NorthWestern Energy	\$1,464.35	0100-51120-403410	07231707
09/15/2014	778518	NorthWestern Energy	\$51.01	5120-85000-403410	07233836
09/15/2014	778518	NorthWestern Energy	\$7.52	8720-51980-403410	07233844
09/15/2014	778518	NorthWestern Energy	\$9.13	8720-51980-403410	07233851
09/15/2014	778518	NorthWestern Energy	\$9.13	8720-51980-403410	07233869
09/15/2014	778518	NorthWestern Energy	\$9.13	8720-51980-403410	07233877
09/15/2014	778518	NorthWestern Energy	\$9.13	8720-51980-403410	07233885
09/15/2014	778518	NorthWestern Energy	\$5.32	0100-51120-403410	07233919
09/15/2014	778518	NorthWestern Energy	\$3.55	8720-51980-403410	07233919
09/15/2014	778518	NorthWestern Energy	\$9.13	8720-51980-403410	07233927
09/15/2014	778518	NorthWestern Energy	\$8.20	8720-51980-403410	07233935
09/15/2014	778518	NorthWestern Energy	\$7.52	8720-51980-403410	07233943
09/15/2014	778518	NorthWestern Energy	\$7.52	8720-51980-403410	07233950
09/15/2014	778518	NorthWestern Energy	\$7.52	8720-51980-403410	07233968
09/15/2014	778518	NorthWestern Energy	\$7.52	8720-51980-403410	07233976
09/15/2014	778518	NorthWestern Energy	\$7.52	8720-51980-403410	07233984
09/15/2014	778518	NorthWestern Energy	\$7.52	8720-51980-403410	07238355
09/15/2014	778518	NorthWestern Energy	\$9.49	8720-51980-403410	07238363
09/15/2014	778518	NorthWestern Energy	\$376.46	5120-85000-403410	07238785
09/15/2014	778518	NorthWestern Energy	\$438.37	8720-51980-403410	07238793
09/15/2014	778518	NorthWestern Energy	\$8.20	8720-51980-403410	07238835
09/15/2014	778518	NorthWestern Energy	\$163.54	0100-51120-403410	07238843
09/15/2014	778518	NorthWestern Energy	\$8.31	8720-51980-403410	07238850
09/15/2014	778518	NorthWestern Energy	\$18.53	0100-51120-403410	07238876
09/15/2014	778518	NorthWestern Energy	\$258.66	0100-51120-403410	07931348
09/15/2014	778518	NorthWestern Energy	\$68.03	0100-51120-403410	08134892
09/15/2014	778518	NorthWestern Energy	\$8.53	8720-51980-403410	08814550
09/15/2014	778518	NorthWestern Energy	\$1.04	8720-51980-403410	09718248
09/15/2014	778518	NorthWestern Energy	\$17.17	0100-51120-403410	09789173
09/15/2014	778518	NorthWestern Energy	\$60.53	0100-51290-403410	09998071
09/15/2014	778518	NorthWestern Energy	\$0.21	8720-51980-403410	10291920
09/15/2014	778518	NorthWestern Energy	\$61.42	8720-51980-403410	10458131
09/15/2014	778518	NorthWestern Energy	\$54.45	2110-31320-403410	10458206
09/15/2014	778518	NorthWestern Energy	\$43.72	0100-51120-403410	11565272
09/15/2014	778518	NorthWestern Energy	\$53.27	5020-74000-403410	11608072
09/15/2014	778518	NorthWestern Energy	\$1,623.74	1500-21710-403410	11834835
09/15/2014	778518	NorthWestern Energy	\$68.41	0100-51120-403410	12488631
09/15/2014	778518	NorthWestern Energy	\$0.29	8720-51980-403410	12651774
09/15/2014	778518	NorthWestern Energy	\$0.73	8720-51980-403410	13127071
09/15/2014	778518	NorthWestern Energy	\$57.77	5020-74000-403410	13466735
09/15/2014	778518	NorthWestern Energy	\$125.88	8720-51980-403410	15137961
09/15/2014	778518	NorthWestern Energy	\$87.53	8720-51980-403410	15138001
09/15/2014	778518	NorthWestern Energy	\$22.05	8720-51980-403410	15138027
09/15/2014	778518	NorthWestern Energy	\$14.44	8720-51980-403410	15138043
09/15/2014	778518	NorthWestern Energy	\$8.53	8720-51980-403410	15143886
09/15/2014	778518	NorthWestern Energy	\$8.20	8720-51980-403410	15642093
09/15/2014	778518	NorthWestern Energy	\$9.55	5210-15240-403410	15696313
09/15/2014	778518	NorthWestern Energy	\$7.40	0100-51120-403410	15882624
09/15/2014	778518	NorthWestern Energy	\$49.69	0100-51120-403410	16926669
09/15/2014	778519	OAC Services Inc	\$17,297.06	2030-15130-409224	Empire Parking Garage Project Management Services
09/15/2014	778520	One Eighty Communications	\$40.60	5610-71100-403450	Airport 2948370 Airport Alarm
09/15/2014	778520	One Eighty Communications	\$3,643.90	6060-19310-403450	Main Bill Acct 00001906
09/15/2014	778520	One Eighty Communications	\$235.54	6060-19310-403450	Main Bill T-1 Account 00018768
09/15/2014	778520	One Eighty Communications	\$40.10	1500-21110-403450	CPC line 247-8592 Account 00018768
09/15/2014	778520	One Eighty Communications	\$46.00	0100-51120-403450	Dehler Park line 867-7275
09/15/2014	778520	One Eighty Communications	\$980.00	2600-55180-403590	Library Internet Connection Account 00001906
09/15/2014	778520	One Eighty Communications	\$79.95	6200-19110-403452	IT Internet Connection
09/15/2014	778520	One Eighty Communications	\$40.10	2900-65010-403450	Community Development Services FAX 406-294-7595 Account 00018768
09/15/2014	778520	One Eighty Communications	\$40.10	2090-44510-403450	Building FAX 406-657-8252 Account 0018768
09/15/2014	778520	One Eighty Communications	\$40.10	2400-43010-403450	Planning FAX 406-657-8327 Account 00018768
09/15/2014	778520	One Eighty Communications	\$59.95	5210-15940-403450	Empire Garage Account 80996808 Parking 5210-15940-403450
09/15/2014	778527	Public Utilities	\$452.47	8720-51980-403420	676233865
09/15/2014	778527	Public Utilities	\$5,026.68	8720-51980-403420	676393901
09/15/2014	778527	Public Utilities	\$2,907.48	8720-51980-403420	676413853
09/15/2014	778527	Public Utilities	\$15,399.75	8720-51980-403420	676433910
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09/15/2014	778527	Public Utilities	\$11,997.08	8720-51980-403420	676473935
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09/15/2014	778527	Public Utilities	\$16.34	8720-51980-403420	676513943
09/15/2014	778527	Public Utilities	\$10.72	8720-51980-403420	676533868
09/15/2014	778527	Public Utilities	\$9.67	8720-51980-403420	676554066
09/15/2014	778527	Public Utilities	\$1,056.90	8720-51980-403420	676574011
09/15/2014	778527	Public Utilities	\$885.27	8720-51980-403420	676594010
09/15/2014	778527	Public Utilities	\$896.16	8720-51980-403420	676614077
09/15/2014	778527	Public Utilities	\$12,612.68	8720-51980-403420	676654097
09/15/2014	778527	Public Utilities	\$2,429.91	8720-51980-403420	676754063
09/15/2014	778527	Public Utilities	\$16,046.90	5610-71100-403420	68407759
09/15/2014	778527	Public Utilities	\$3,657.79	8720-51980-403420	8992912649100
09/15/2014	778527	Public Utilities	\$270.40	8720-51980-403420	899739343
09/15/2014	778527	Public Utilities	\$1,624.01	8720-51980-403420	904059154
09/15/2014	778527	Public Utilities	\$10.72	8720-51980-403420	10697714654
09/15/2014	778527	Public Utilities	\$6,075.48	8720-51980-403420	1142018810
09/15/2014	778527	Public Utilities	\$66.38	8720-51980-403420	11460717358
09/15/2014	778527	Public Utilities	\$967.36	8720-51980-403420	12051919090
09/15/2014	778527	Public Utilities	\$437.55	8720-51980-403420	13264320441
09/15/2014	778527	Public Utilities	\$9.67	5120-85000-403420	13670319854
09/15/2014	778527	Public Utilities	\$2,586.60	8720-51980-403420	15273330304
09/15/2014	778527	Public Utilities	\$302.89	6500-15660-403420	106989-12385
09/15/2014	778527	Public Utilities	\$940.24	8720-51980-403420	16540319797
09/15/2014	778528	Public Works-Administration	\$6,677.80	5050-75150-403671	PWU August Engineering Permits - WSRP
09/15/2014	778528	Public Works-Administration	\$370.00	5020-75000-403680	PWU August Engineering Permits - Watermain Repair
09/15/2014	778528	Public Works-Administration	\$175.00	5030-75910-409340	PWU August Engineering Permits - Pipeburstings
09/15/2014	778528	Public Works-Administration	\$1,157.50	5030-75910-409340	PWU August Engineering Permits - Pipeburstings
09/15/2014	778531	Rimrock Tire Inc	\$33.28	2110-31320-402320	5-GS90522
09/15/2014	778531	Rimrock Tire Inc	\$17.95	2110-31320-402320	5-90604
09/15/2014	778531	Rimrock Tire Inc	\$1,335.24	1500-21120-402320	5-GS90281
09/15/2014	778531	Rimrock Tire Inc	\$33.28	2110-31320-402320	5-90433
09/15/2014	778531	Rimrock Tire Inc	\$17.95	2110-31320-402320	5-90444
09/15/2014	778531	Rimrock Tire Inc	\$445.74	2110-31320-402320	5-90039
09/15/2014	778531	Rimrock Tire Inc	\$33.28	2110-31320-402320	5-90216
09/15/2014	778531	Rimrock Tire Inc	\$1,112.70	2110-31320-402320	5-89888
09/15/2014	778531	Rimrock Tire Inc	\$17.95	1500-21120-402320	5-90237
09/15/2014	778536	S & S Machine Inc	\$4,144.00	5120-84000-403660	Repair grit washer parts
09/15/2014	778546	Sletten Construction Company	\$1,492,495.75	2030-15130-409224	Construction of the new Empire Garage
09/15/2014	778548	Solid Waste Systems Inc	\$405.84	5410-31220-402320	71503
09/15/2014	778548	Solid Waste Systems Inc	\$17.66	5410-31220-402320	71503
09/15/2014	778548	Solid Waste Systems Inc	\$148.04	5410-31220-402320	71507
09/15/2014	778548	Solid Waste Systems Inc	\$21.48	5410-31220-402320	71507
09/15/2014	778548	Solid Waste Systems Inc	\$155.76	5410-31220-402320	71610
09/15/2014	778548	Solid Waste Systems Inc	\$65.46	5410-31220-402320	71610
09/15/2014	778548	Solid Waste Systems Inc	\$1,174.08	5410-31220-402320	71619
09/15/2014	778548	Solid Waste Systems Inc	\$13.96	5410-31220-402320	71619
09/15/2014	778548	Solid Waste Systems Inc	\$172.08	5410-31220-402320	71622
09/15/2014	778548	Solid Waste Systems Inc	\$13.84	5410-31220-402320	71622
09/15/2014	778548	Solid Waste Systems Inc	\$1,721.96	5410-31220-402320	71665
09/15/2014	778548	Solid Waste Systems Inc	\$83.67	5410-31220-402320	71665
09/15/2014	778548	Solid Waste Systems Inc	\$32.04	5410-31220-402320	71714
09/15/2014	778548	Solid Waste Systems Inc	\$86.39	5410-31220-402320	71714
09/15/2014	778549	Stewart Title Company	\$10,000.00	2830-65810-407277	FTHB Aric Bauch 1238 Princeton Avenue, Billings, MT 59102
09/15/2014	778551	Sunset Excavation	\$14,325.00	5050-75150-403671	Water Service Repair List 12.13.13 WATER PARTS AND SUPPLIES PO NUM
09/15/2014	778561	Town & Country Supply Association	\$466.43	5020-00000-141000	296259
09/15/2014	778561	Town & Country Supply Association	\$11,833.01	6010-00000-141000	205606 PO NUM 296284
09/15/2014	778561	Town & Country Supply Association	\$14,722.28	6010-00000-141000	205607 PO NUM 296284
09/15/2014	778561	Town & Country Supply Association	\$6,566.60	5710-00000-141000	BUS MET PO NUM 296272
09/15/2014	778561	Town & Country Supply Association	\$26,971.09	5610-71180-402313	Invoice #203349. QTA Car Rental Fuel
09/15/2014	778561	Town & Country Supply Association	\$634.02	1500-22260-402310	Fire Station 1 - unleaded fuel
09/15/2014	778561	Town & Country Supply Association	\$2,491.23	1500-22260-402310	Fire Stations 1, 2, 3, 5, & 6 - Diesel Dyed #2
09/15/2014	778561	Town & Country Supply Association	\$12,534.47	6010-00000-141000	203711 PO NUM 296244
09/15/2014	778561	Town & Country Supply Association	\$13,199.90	6010-00000-141000	205583 PO NUM 296245
09/15/2014	778561	Town & Country Supply Association	\$18,179.52	6010-00000-141000	205584 PO NUM 296245
09/15/2014	778563	Tractor & Equipment Co.	\$99.78	5410-31230-402310	def for new compactor
09/15/2014	778563	Tractor & Equipment Co.	\$2,072.76	5410-31230-402320	filters and parts
09/15/2014	778563	Tractor & Equipment Co.	\$10,350.00	5410-31230-405333	dozer cat rental at landfill
09/15/2014	778563	Tractor & Equipment Co.	-\$6,900.00	5410-31230-405333	Credit for dozer returned early
09/15/2014	778563	Tractor & Equipment Co.	\$711.54	5410-31230-402320	filters for equipment at landfill
09/15/2014	778563	Tractor & Equipment Co.	\$751.32	5410-31230-402320	batteries landfill
09/15/2014	778563	Tractor & Equipment Co.	\$688.68	5410-31230-402320	belly pan actuator landfill
09/15/2014	778563	Tractor & Equipment Co.	\$144.46	5410-31230-402320	fuel lines
09/15/2014	778566	Ultramax	\$4,240.00	1500-21400-402270	Item RA40B, Case of 500, Ammo

Check Date	Check	Name	Amount	Account	Item Desc
09/15/2014	778575	Water Control Corporation	\$3,409.55	5120-84000-402450	UV Lamps
09/15/2014	778583	Yellowstone E-Waste Solutions Inc	\$5,500.00	5410-31230-403590	Electronic recycling at the Landfill-2 months July and August
09/15/2014	778583	Yellowstone E-Waste Solutions Inc	\$3,927.50	5410-31230-403590	Electronic recycling at the Landfill-2 months July and August

Regular City Council Meeting

Meeting Date: 10/14/2014

TITLE: Public Hearing for Ward Ordinance First Reading - Annexation #14-03

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 City-owned property located west of Shiloh Road and north of Shiloh Crossing Boulevard (The Shiloh Conservation Area, Annexation #14-03) on September 8, 2014. This requires a change in the boundaries of Ward V. Two readings are required for this action. The first reading of the ordinance is scheduled for October 14, 2014, along with a public hearing, and the second reading is scheduled for October 27, 2014.

ALTERNATIVES ANALYZED

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

- Approving the ordinance will modify the boundaries of Ward V to include the property located west of Shiloh Road and north of Shiloh Crossing Boulevard.
- Denying the ordinance will not modify the boundaries of Ward V and create a problem where property inside the City Limits is not within one of the City Ward Boundaries.

FINANCIAL IMPACT

There is no budget/financial impact from this action.

RECOMMENDATION

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

APPROVED BY CITY ADMINISTRATOR

Ward Ordinance

ORDINANCE NO. 14-_____

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD V 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 V the following described real property:

A tract of land situated in the NE1/4 of Section 15, T. 1 S., R. 25 E., P.M.M., Yellowstone County, Montana, more particularly described as follows:

Lot 5A, of the Plat Of Amended Lot 5, Block 1, Long Subdivision, Recorded April 19, 2011, under Document Number 3585198, of record and on file in the office the Yellowstone County, Clerk and Recorder's. Including all adjacent Right-Of-Way of the Access Road to Yellowstone County Junk Vehicle Yard, as dedicated per said Plat Of Amended Lot 5, Block 1, Long Subdivision, Shiloh Drain and Shiloh Road.

Containing 69.665 gross and 66.893 net acres more or less.
(# 14-03) 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 14th day of October, 2014.

PASSED by the City Council on the second reading this 27th day of October, 2014.

THE CITY OF BILLINGS:

Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

(AN 14-03)

EXHIBIT "A"

