

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

January 25, 2016

6:30 P.M.

CALL TO ORDER: Mayor Hanel

PLEDGE OF ALLEGIANCE: Mayor Hanel

INVOCATION: Councilmember Yakawich

ROLL CALL: Councilmembers present on roll call were:

MINUTES: January 11, 2016

COURTESIES:

PROCLAMATIONS: Billings School Choice Week

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1 and #7 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. **New CNG Trucks for Solid Waste Division.** (Opened 1/12/16): Schedule I: Three Rear Load Trucks, Recommend Montana Peterbilt, \$751,468.78; Schedule II: Two Side Load Trucks, Recommend Jack's Truck and Equipment, \$560,984; Schedule III: One Front Load Truck, Recommend Montana Peterbilt, \$245,645.61; Schedule IV: One Roll-off Truck, Recommend I State Truck Center, \$149,871.

- B. **Operating Agreement Renewal** with Yellowstone Valley Animal Shelter, retroactive from July 1, 2015 through July 1, 2017.

- C. **Approval** of the Assignment and Transfer of the West End Hangar Ground Lease from R.W. McKamy and Donna McKamy to Robert C. Bryan and Phyllis C. Bryan, Trustees of the Bryan Revocable Trust.

- D. **Amendment #1, W.O. 15-07: Orchard Lane**, Professional Services Contract, Kadrmas, Lee & Jackson, Inc., \$196,100.

- E. **Acknowledge receipt of petition to vacate** a portion of 10th Street West from Wyoming Avenue to the alley north of Wyoming Avenue, YWCA and Bonini Enterprises, petitioners, and setting a public hearing for February 22, 2016.

- F. **Storm Drainage Easement** with James Powell for improvements constructed by SID 1398.

- G. **Acceptance of Donation** to Billings Fire Department, Alpha-Omega Disaster Restoration, kids' plastic fire helmets, retail value \$1,000.

- H. **Acceptance of Donation** to Billings Parks, Recreation and Preservation Foundation, James and Linda Roscoe for the preservation and enhancement of the Yellowstone Kelly grave and interpretative site at Swords Rimrock Park, \$25,000.

- I. **Acceptance of Donations** to Billings Police Department: Phillips 66 Billings, \$1,000 to K-9 Program; and Shawn and Judy Heringer, \$500.

- J. **Second/Final Reading Ordinance for Zone Change #944:** A zone change from Residential 6,000 (R-60) to Public (P) on a 1.02 acre parcel of land described as: Lot 2, Block 1 Westward Ho Subdivision. West Side Baptist Church, owner; Bill Stene, agent. Approval of the zone change and adoption of the determinations of the 10 criteria.

- K. **Second/Final Reading Ordinance expanding Ward III (Annexation #15-12)** for an approximate 90 acre parcel of land described as: the southwest corner of the intersection of Elysian Road and Mallowney Lane. Harmony Meadows, LLC and James Weber, owners.

- L. **Second/Final Reading Ordinance expanding Ward I (Annexation #15-13)** for an approximate 2 acre parcel of land located at 517 Lincoln Lane. Propriedad, LLC, owner.

- M. **Bills and Payroll:**
 - 1. December 28, 2015

 - 2. January 4, 2016

REGULAR AGENDA:

- 2. **PUBLIC HEARING AND RESOLUTION** approving and adopting budget amendments for FY16. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

- 3. **PUBLIC HEARING AND RESOLUTION** creating SILMD 321, Grand Avenue between 30th Street West and Shiloh Road (street lights). Staff will make a recommendation at the January 25 meeting. (Action: approval or disapproval of staff recommendation.)

- 4. **PUBLIC HEARING AND SPECIAL REVIEW #935:** a special review to locate a beer and wine license with gaming at a proposed Town Pump Casino in a Highway Commercial (HC) zone on a 2.11 acre parcel of land described as: Lots 1, 2, 3A, 4A, 4B, and the north 65 feet of Lot 5 Thomas Subdivision and located at 450 Main Street. AT Architecture, agent. Zoning Commission recommends conditional approval and adoption of the findings of the 3 criteria. (Action: approval or disapproval of Zoning Commission recommendation.)

- 5. **PUBLIC HEARING AND SPECIAL REVIEW #937:** a special review to allow a 9,172 square feet addition to an existing church in a Residential 9,600 (R-96) zone on a 5.219 acre parcel of land described as: Lot 1, Block 1 St. Thomas Subdivision and located at 2055 Woody Drive. CTA Architects and Engineers, agent. Zoning Commission recommends conditional approval and adoption of the findings of the 3 criteria. (Action: approval or disapproval of Zoning Commission recommendation.)

6. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE #945:** a zone change from Residential 9,600 (R-96) to Residential Professional (RP) on a 1.06 acre parcel of land described as: Lot 4A2 Blue Meadow Acreage Tracts. Kincaid Land, LLC, owner; Sanderson Stewart, agent. Zoning Commission recommends approval and adoption of the findings of the 10 criteria. (Action: approval or disapproval of Zoning Commission recommendation.)

7. **APPROVAL OF A MEDIATED SETTLEMENT** of Demolition of the Parmly Billings Library. 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 Billie Guenther, City Clerk, at 657-8210.

Regular City Council Meeting

Meeting Date: 01/25/2016

TITLE: Bid Award - Front Load, Side Load, Roll off and Rear Load Garbage Trucks

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

The Solid Waste Division FY 2016 budget includes funds to replace one front load truck (cab and chassis), two side load trucks (cab and chassis), and three rear load trucks (cab and chassis). These trucks are fueled by compressed natural gas (CNG). The trucks are included in the approved Equipment Replacement Plan for FY 2016. Also included in the approved Equipment Replacement Plan is a diesel powered roll off truck. Staff advertised for sealed bids on December 31, 2015 and January 7, 2016, with a bid opening on January 12, 2016.

ALTERNATIVES ANALYZED

The Council may:

- Approve the staff recommendation to purchase the units; or
- Not approve the staff recommendation and reject all bids. If the bids are rejected the units will not be replaced in a timely manner and the existing units will be used beyond the recommendations of the Equipment Replacement Committee and the Public Works Department.

FINANCIAL IMPACT

The Solid Waste Division's FY 2016 budget includes adequate funds to replace the vehicles described. The City received bids from Montana Peterbilt, I State Truck Center, Tri State and Jack's Truck and Equipment. A 5 year warranty for the engine and transmission is included in the bid. The bid summary is as follows:

Schedule 1 Three (3) Rear Load Trucks

Company	Body	Base Bid +warranty for 3 trucks	options*	Trades	Net
Mont Pete	Heil	858,213.00		17,000.00	\$841,213.00
Mont Pete	Leach	785,418.00	7,017.78	40,967.00	\$751,468.78
Mont Pete	Cobra	799,182.00	0.00	40,967.00	\$758,215.00
Jack's	Heil	860,268.00		17,000.00	\$843,268.00
Jack's	Leach	787,473.00	7,017.78	40,967.00	\$753,523.78
Jack's	Cobra	801,234.00		40,967.00	\$760,267.00

Schedule II Two (2) Side Load Trucks

Company	Body	Basebid +warranty for 2 trucks	options**	Trades	Net
Mont Pete	Rapid Rail	649,918.00		59,500.00	\$590,418.00
Mont Pete	Curbtender	618,298.00	17,600.00	70,130.00	\$565,768.00
Mont Pete	Labrie	652,420.00		70,130.00	\$582,290.00

Mont Pete Scorpion		652,582.00		70,130.00	\$582,452.00
Mont Pete BridgePort		621,676.00			\$621,676.00
Jack's Heil		645,134.00		59,500.00	\$585,634.00
Jack's Bridgeport		617,554.00			\$617,554.00
Jack's Curbtender		613,514.00	17,600.00	70,130.00	\$560,984.00
Jack's Labrie		647,636.00		70,130.00	\$577,506.00
Jack's Scorpion		647,798.00		70,130.00	\$577,668.00
Jack's Heil		753,370.00		59,500.00	\$693,870.00
Jack's Curbtender		730,758.00	17,600.00	70,130.00	\$678,228.00
Jack's Bridgeport		716,928.00			\$716,928.00

Schedule III One Front Load Truck

Company	Body	Base+warranty	options***	Trades	Net
Mont Pete	Bridgeport	303,509.00			\$303,509.00
Mont Pete	Mammoth	287,292.00	5,053.61	46,700.00	\$245,645.61
Mont Pete	Witke	299,470.00		46,700.00	\$252,770.00
Mont Pete	Heil	315,344.00		35,000.00	\$280,344.00
Jack's	Heil	315,629.00		35,000.00	\$280,629.00
Jack's	Bridgeport	303,193.00			\$303,193.00
Jack's	Mammoth	287,576.00	5,053.61	46,700.00	\$245,929.61
Jack's	Witke	299,755.00		46,700.00	\$253,055.00

Schedule IV One Roll-Off

Company	Body	Base+warranty	options	Trades	Net
I-State	Freightliner	164,151.00		14,280.00	\$149,871.00
Tri_State	Volvo	182,415.00		14,280.00	\$168,135.00

Notes:

Options * - 2 Hopper Work Lights, Rotating Amber Beacon, Broom and Shovel holder, ignition lock

Rear Load Trades are Units 124, 130 and 150

Options** - upgraded hydraulic pump

Side Load Trades are Units 165 and 167

Options*** - mid body backup lights, strobe package, shovel and broom rack,super track wear strip, construction grade packer

Front Load Trade is Unit 159

Roll-off Trade is Unit 142

In many cases the options listed above are included in the base bid. In those cases the table above has no value in the "options" column.

RECOMMENDATION

Staff recommends awarding the bids as follows (trade in allowance is included):

- Three Rear Load Trucks to Montana Peterbilt for \$751,468.78
- Two Side Load Trucks to Jack's Truck and Equipment for \$560,984.00
- One Front Load Truck to Montana Peterbilt for \$245,645.61
- One Roll off Truck to I State Truck Center for \$149,871.00

In addition, the existing trucks that will be replaced will be traded in as part of the bids that were received. These trucks are Unit #159 Front Load Truck, Units #165 and #167 Side Load Trucks, Units #130, #124 and # 152 Rear Load trucks and unit #0142 Roll off truck.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 01/25/2016

TITLE: Animal Shelter Operating Agreement with Yellowstone Valley Animal Shelter, Inc.

PRESENTED BY: Brent Brooks, City Attorney

Department: Legal

PROBLEM/ISSUE STATEMENT

The Billings Animal Shelter has been operated since 2008 by agreement with Yellowstone Valley Animal Shelter, Inc. (YVAS), a 501(c)(3) independent contractor that was selected through a Request For Proposals (RFP). When the previous agreement was renewed in December 2013, the Agreement provisions included a two year option to renew by mutual agreement of the parties and that option is the subject of this agenda item. The Agreement approving the renewal, retroactive to July 1, 2015, is attached. If the Agreement is approved, City Animal Control and YVAS will continue to share the shelter at 1735 monad Road. The City will retain ownership of the building and grounds, although the Agreement contains an option for the city to consider a proposal for YVAS to purchase the facility at its appraised value at each renewal. YVAS has added outdoor pens and other improvements that will stay with the facility should the City ever take it back. YVAS will maintain the facility and grounds except for areas of the shelter occupied by Animal Control. The two entities will share utility costs. YVAS will be required to accept all animals presented to it by City Animal Control or by residents of the City of Billings. At its option, YVAS also will accept animals from other sources such as Laurel, depending on available space and other issues. YVAS's main goals are to evaluate, neuter and find adoptive homes for lost or relinquished animals that are healthy and meet minimum temperament and health requirements. Strays will be held for 72 hours and animals released by their owners will be held for 24 hours before they may be adopted. YVAS will continue to maintain a web site and a lost pet hotline. City Animal Control will provide the public safety functions of collecting live and dead animals, investigating animal attacks and abuse, and euthanizing animals when necessary. All live animals collected by the Animal Control will be turned over to YVAS for handling .Open hours at the shelter have been changed slightly for more efficient operation on Saturdays and Sundays, closing at 5 p.m. rather than 6 p.m. as in the past.

ALTERNATIVES ANALYZED

The City Council may:

1. Approve the Agreement, extending it to July 1, 2017;
2. Defer action on the Agreement to obtain more information from YVAS or City Staff; or
3. Disapprove the Agreement and instruct staff to resume operating the shelter, either temporarily while a new RFP is issued or permanently.

FINANCIAL IMPACT

The Agreement for July 1, 2015, through June 30, 2016, is proposed to be \$274,267.00; for July 1, 2016, through July 1, 2017, it is proposed to be \$274, 267.00 adjusted by the 2015 Annual CPI-Urban for the Western Region. The Animal Control Division staff estimates it would require approximately \$308,000 to add three office staff and three shelter staff to maintain the current hours of operation and service at the shelter, plus operating and maintenance costs,

RECOMMENDATION

Staff recommends that the City Council approve extending the Agreement with YVAS through July 1, 2017.

APPROVED BY CITY ADMINISTRATOR

Attachments

YVAS Agreement



OPERATION OF BILLINGS ANIMAL SHELTER AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as “City,” and **YELLOWSTONE VALLEY ANIMAL SHELTER, INC. (“YVAS”)** of PO Box 20920, Billings, Montana 59104, hereinafter referred to as “Contractor.”

RECITALS

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. Purpose: City agrees to hire Contractor as an independent contractor to continue to provide operations of the Billings Animal Shelter, located at 1735 Monad Road, and for placement of animals from the Shelter. These operations are more fully described in this agreement, Exhibit “A” Scope of Work, and Exhibit “B” YVAS Memorandum of Protocols, both attached hereto and by this reference made a part hereof.

2. Effective Date: This Agreement shall become effective, upon approval by the Billings City Council, for a period of two (2) years commencing on and retroactive to July 1, 2015, with one (1) two year option to renew by mutual agreement of both parties. The City of Billings will retain ownership of the Animal Shelter building and grounds but will consider a proposal to purchase the facility at its appraised value upon each renewal.

City Animal Control and Contractor shall continue cooperative occupation of the current Animal Shelter for the term of this contract.

Contractor shall provide to City one hundred twenty (120) days advance notice of Contractor's intent to negotiate a renewal of this Agreement and include the terms and amount of any proposed renewal, and the City shall respond within sixty (60) days.

3. Scope of Work: The Contractor shall perform the services as outlined in this agreement and Exhibits “A” and “B”, attached hereto and incorporated by reference. These

services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

4. Abbreviations and Definitions: For the purposes of this Agreement:

ACO – Animal Control Officer
BAS – Billings Animal Shelter
BPD – Billings Police Department
HSUS – Humane Society of the United States
Contractor – Yellowstone Valley Animal Shelter, Inc.

“Domestic animal” means any domesticated or tamed animal that is typically kept as a pet, including but not limited to: cats, dogs, rabbits, birds, ferrets, gerbils, hamsters, reptiles, and fish.

Undefined terms in this Agreement shall be interpreted consistently with the City of Billings’ Charter, the City’s Animal Control Regulations, and the City’s Animal Control Ordinances, and any amendments thereto.

5. Payment: Effective July 1, 2015, City agrees to pay Contractor for the work described in the Scope of Services at the following rates, to be billed to City and payable in 12 equal monthly installments:

(July 1, 2015-June 30, 2016): Two Hundred Seventy Four Thousand, Two Hundred Sixty Seven Dollars (\$274,267.00).

(July 1, 2016-June 30, 2017): Two Hundred Seventy Four Thousand, Two Hundred Sixty Seven Dollars (\$274,267.00), to be adjusted by the CPI-Urban for the Western Region based on 2015 annual figures.

This contract will be retroactive to July 1, 2015. Any back pay from July 1, 2015, forward shall be paid to YVAS. Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

6. Independent Contractor Status: The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City’s personnel policies handbook and may not be considered a City employee for workers’

compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation insurance coverage for all members and employees of Contractor's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

Contractor shall furnish City with copies showing one of the following: **(1)** proof of registration as a registered contractor under Title 39, Chapter 9, MCA; **(2)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or **(3)** proof of exemption from workers' compensation granted by law for independent contractors.

7. Indemnity and Insurance: Contractor agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all claims, losses, damages, judgments, expenses and litigation costs and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees Contractor, agents, employees, or volunteers, which result in personal injury or real or personal property damages or financial losses or damages to any person or entity including the City. For this purpose, Contractor shall provide City with proof of Commercial General Liability insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$1.5 million per occurrence and naming the City as an additional insured. Said insurance policy shall provide that it may not be cancelled with less than thirty (30) days prior written notice to Contractor and City. Contractor, upon request, shall furnish City a certificate of such insurance. The insurance must be in a form suitable to the City.

8. Default - Investment Fund: Within 7 days of approval of this contract by the City Council, Contractor shall set aside one month's payment in the amount of \$22,855.00 and shall place this amount in an interest bearing investment account. The terms and provisions of such account must be approved by the City, and shall provide for joint access to the funds by the City and the Contractor. The terms of such account shall permit the City to have access without further notice or through litigation, should a default in performance under this Agreement occur by Contractor. Contractor shall be entitled to interest accrued on said account

The necessity to execute upon the account in the event of default by Contractor shall be determined in the sole discretion of the City. Contractor shall not object to, obstruct, impair, impede, prevent or institute any legal proceedings challenging the execution upon the account. Contractor hereby waives all rights to any causes of actions predicated upon the City's execution upon the account in the event of default, unless Contractor can prove the City acted in bad faith or without good cause in making a determination of default under this agreement and executing on the account.

In the event of default by Contractor, the City shall have the right to recover from and execute on the investment account, all quantifiable expenses associated with resuming control and operation of the Animal Shelter, including reasonable expenses in staffing the Animal Shelter on a temporary basis, hiring permanent full-time staff, and any other expenses whether anticipated or unanticipated which the City is forced to incur as a result of and incidental to resuming control and operation of the Animal Shelter, in addition to any other remedies available to the City under Paragraph 11.

9. Compliance with Laws: Contractor agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. Contractor agrees to purchase a City business license.

10. Nondiscrimination: Contractor agrees that all hiring by Contractor of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

11. Default and Termination: If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured within thirty (30) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

12. Liaison: City's designated liaison with Contractor is BPD Deputy Chief Joel Slade, and Contractor's designated liaison with City is Chris Anderson, YVAS Director.

13. Governing Law and Venue: This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

14. Severability: Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

15. Successors and Assigns: Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

16. Ownership of Documents: All documents, data, drawings, specifications, software applications and other products or materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Contractor are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Contractor harmless for such use. All or any portions of materials, products and documents produced under this Agreement may be used by the Contractor upon confirmation from the City that they are "Public Records" and subject to disclosure under Montana Law. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City. The Contractor shall preserve the confidentiality of all City documents and data accessed for use in Contractor's work product.

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

CITY OF BILLINGS, MONTANA

CONTRACTOR (Print Name Above)

By _____
**THOMAS W. HANEL,
MAYOR**

By _____
Print Name _____
Print Title _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY ATTORNEY



EXHIBIT "A" Scope of Work

- A. **Contractor duties and responsibilities:** The Contractor shall be responsible, at its own expense, for the following:
1. Maintain and provide proof of 501(c)(3) status prior entering into this agreement;
 2. Operate and staff a fully-equipped animal shelter at 1735 Monad Road in Billings, MT, for animals located within the City that have strayed, been abandoned, or otherwise delivered to the Contractor;
 3. Create and maintain a separate website for the Animal Shelter with a link to the City's website (the City website shall also contain a link to Contractor's);
 4. Make the Animal Shelter available to the public between the hours of 12:00 pm and 7:00 pm, Monday, Tuesday, Thursday and Friday; between 12:00 pm and 5:00 pm on Saturdays; and between 12:00 pm and 5:00 pm on Sundays, except on statutory holidays;
 5. Provide and maintain adequate fencing to prevent the escape of any animal;
 6. Require that cages containing cats will contain a litter box for each cat;
 7. Provide and maintain suitable enclosures with adequate space for each animal;
 8. Provide enclosures, cleaning and feeding methods as approved by the Humane Society of the United States – this requires adequate space for animals, as well as continuous cleaning and sanitizing;
 9. Provide fresh water to animals at all times;
 10. Make every reasonable effort to locate the owners of all animals in the facility;
 11. Contractor shall not offer for adoption any cat or dog that has not been redeemed by the owner unless:
 - (1) the animal has been spayed or neutered; or
 - (2) the person to whom the animal is released agrees in writing to have the animal spayed or neutered and a deposit for spaying or neutering the animal has been paid. The deposit must be in an amount determined by Contractor to be comparable to the lowest fee for spaying or neutering that is charged by veterinarians in Billings. Upon payment of the deposit, the person who is adopting the animal must receive a certificate for spaying or neutering, to be presented to a licensed veterinarian, who shall complete the certificate when the spaying or neutering is done. Upon receipt of the completed certificate verifying that the animal has been spayed or neutered, Contractor shall forward the deposit to the veterinarian who performed the procedure. The deposit must be forfeited if the spaying or neutering is not done:
 - (a) within 30 days if the cat or dog is more than 6 months old at the time of adoption; or
 - (b) by the time the animal reaches the age of 6 months if the animal is less than 6 months old at the time of adoption, or within 30 days of the adoption, whichever is longer.Contractor shall provide notice to the person to whom an animal is released that failure to fulfill the terms of an agreement to spay or neuter could result in the filing of a misdemeanor charge.

The only exceptions to Contractor's spay/neuter policy are if a licensed veterinarian verifies in writing that spaying or neutering would be injurious to the animal's health. Contractor shall be in default of Agreement if greater than five (5)% of all animals adopted out of the Animal Shelter in any Agreement year are not spayed or neutered.

12. Attempt to place every adoptable animal into a loving home while generally practicing euthanasia on animals that have behavioral issues which cannot be corrected or injuries/illnesses which are not treatable;
13. Contractor shall accept and kennel all impounded strays, bite quarantines, owner releases, and other domestic and exotic animals presented by any citizen of Billings and by Billings Police Department personnel acting in their official capacity;
14. Contractor shall allow Billings Police Department personnel access to the YVAS intake area and sally port for purposes of dropping off animals;
15. Fees for service shall not be charged for regular services provided to the City of Billings by the Contractor; however, Contractor shall charge fees for any extraordinary services provided to the City of Billings outside of this Agreement. For purposes of this Agreement, "extraordinary" services shall be defined as services that necessarily go beyond the current capacity of the Animal Shelter involving City of Billings' animals; go beyond the capacity of veterinarian services currently contracted for; or are performed upon written request of the City over and above the scope of this Agreement. City will charge for Animal Control Services as provided to Contractor at the rate of \$19.83 per hour, and upon request for transportation at the prevailing state mileage rate;
16. Contractor shall contract with a Certified Euthanasia Technician or Veterinarian in the event it is necessary to perform euthanasia on any shelter animal when City Animal Control is not available;
17. Contractor shall maintain accurate records of the tracking and disposition of all animals taken in, released, submitted for rabies testing, and disposed of by the contractor;
18. Contractor and Animal Control shall maintain joint access to the Chameleon database and each shall be responsible for updates. Chameleon data is designated "For Official Use Only," and shall not be used for marketing purposes. Annual maintenance fees for the Chameleon software shall be shared equally by each using agency (Current annual fee is approximately \$1250). Repair and replacement cost of the server and supporting hardware shall be shared equally by the users. However, Contractor may not have access to certain areas of the database, such as saved criminal information. The database programmer/vendor will work with the Contractor to ensure compliance;
19. Contractor shall keep the facility and grounds located at 1735 Monad Road, Billings, Montana in a clean and orderly condition as prescribed by the City Facilities Manager and applicable City and State Code. Contractor shall assume responsibility for all cleaning, janitorial, and day to day upkeep of the facility and grounds, excluding the areas of the facility occupied by City Animal Control;
20. Contractor shall reimburse the City of Billings for the fair market value of all of the non-fixed assets that remain with the facility, if utilized;
21. Contractor shall maintain, repair and replace all surgical room equipment, cages, hoses, and other miscellaneous equipment that remains at the facility; and,

22. Contractor shall comply with all federal, state, and local laws in effect immediately upon assumption of the contracted service, and shall be subject to inspection by Animal Control and other duly authorized federal, state, and local authorities to insure compliance.
 23. Contractor shall be responsible for payment of a pro rata share of the utilities at the facility, based upon square footage occupied by Contractor.
- B. **City duties and responsibilities:** The City shall be responsible, at its own expense, for the following:
1. The City shall provide and maintain the facility located at 1735 Monad Road, Billings, Montana in current status, for use jointly by City Animal Control and Contractor during the term of this Agreement;
 2. City Animal Control may remain in the current facility;
 3. City Animal Control will not house any animal and will make every reasonable effort to locate the animal's owner before transporting to the shelter;
 4. City Animal Control shall perform any necessary euthanasia and disposal of animals released to the facility by City Animal Control or by the public
 5. The City shall be responsible for maintenance and repair of the physical facility.
 6. The City shall be responsible for payment of a pro rata share of the utilities at the facility, based upon square footage occupied by Contractor.
 7. The City shall be responsible for maintaining property insurance on the facility during the term of this Agreement, and shall charge Contractor a pro rata share of the premium and a pro rata share of any deductible paid based upon square footage occupied by Contractor, during the Agreement term.
 8. The City shall be responsible for establishing an application process for interested groups to access the remaining balances of donation accounts of the Billings Animal Shelter.
- C. **Applicable Laws and Guidelines:** Contractor agrees to operate the shelter in accordance with local, state and federal laws, ordinances, rules, and regulations, and in accordance with the humane guidelines of the Humane Society of the United States. These guidelines shall be posted at all times within the Shelter facility.
- D. **Jurisdiction:** Contractor will accept animals originating within the City of Billings, whether brought in by Animal Control or the public. Additionally, Contractor will accept animals from other jurisdictions, including the City of Laurel and Yellowstone County, provided those jurisdictions participate under a contract agreement. Animals from non-participatory locations will be taken in on an "as space is available basis." City Council shall have final approval of any contracts entered into by Contractor with other parties that adds to the animal population of the shelter.
- E. **Annual Inspection:** An annual inspection of the Shelter shall be conducted by the Regional Director of the Humane Society of the United States or a local veterinarian. Additionally, the City's Facility Manager or a City Building Inspector shall accompany the Regional Director or the local veterinarian on the inspection.
- F. **Financial Reporting and Budget:** The following documents and reports shall be

presented to the City:

Financial Reports: Contractor shall present to the City:

1. a proposed work plan and budget, including a list of fees, by April 1 of each year; and,
2. Biennial compiled financial statements, with notes, completed in accordance with The American Institute of CPAs professional standards, by September 1 of each even numbered year, starting in 2012.

The Contractor's Board of Directors shall contract with an independent accounting firm to perform an annual audit and prepare federal form 990 (Return of Organization Exempt from Income Tax).

The City reserves the right, at its own expense, to have a financial audit completed of the Animal Shelter operations and may inspect and take copies of any and all of Contractor's books and records.

Quarterly Reports: On a quarterly basis, the Contractor shall present to the City:

1. a report with the actual operating costs/revenues covered under this Agreement; and
2. a report which shall, at minimum, include:
 - a. Statistics report from Chameleon program identified as "Shelter Activity Summary".
 - b. Number of Spay/Neuters performed.
 - c. Licenses Issued.

G. **Licensing:** Contractor shall be required to maintain licensing data. The revenue from licensing shall be split equally between Contractor and the City. Contractor shall update and enter all licensing data the day of the license sale. Contractor shall update and enter all licensing data obtained from veterinarians within two weeks of receiving that information. All revenue owed to the City shall be forwarded to the City once a month and due by the 1st of each month.

H. **Accounting Activity:** Contractor shall utilize a reconciliation process to compare activity for sales, claims, etc. from the inventory system to the general ledger system. On a periodic basis, costs of certain supplies shall be analyzed to inventory volumes to test for reasonableness (e.g. the cost of food to animal census figures, the cost of surgical supplies to inventory treated surgically or medically, the cost of euthanasia supplies to inventory euthanized).

I. **Other Restrictions:** The Contractor agrees not to hire, employ, allow on the premises, allow to volunteer, adopt any animal to, or place any animal with any person who is known to have been charged with or convicted of cruelty to animals, aggravated animal cruelty, animal neglect, or any other violation of federal, state, or local laws, regulations, or ordinances alleging cruel, inhumane, or neglectful treatment of any animal. "Charged or convicted" includes the formal filing of felony or misdemeanor charges, entering into

deferred prosecution or deferred imposition of sentence agreements, or being cited or summoned into any court to answer to such charges. The YVAS further agrees to conduct reasonably thorough background investigations as to all employees and volunteers to enforce compliance with this provision, and to make reasonable investigation as to any potential adopting party to enforce compliance with this provision.

- J. **Citations**: Contractor shall require any person claiming a stray or quarantined animal from the shelter to sign an affidavit of ownership. Ownership information shall then be transferred to the Animal Control Office for issuance of any applicable citations.

Exhibit “B” – Memorandum of Protocols
YELLOWSTONE VALLEY ANIMAL SHELTER
BASIC ANIMAL SERVICES

I. RECEIVING of ANIMALS

A. City of Billings - Accept all animals

B. Outside of City of Billings

1. Accept or refuse based on

a. Available room in shelter to allow continued flow of city animals

b. Passes SAFER test for adoptability

c. Support seizures of large groups of dogs from other areas of the State of Montana only. Must allow for a. & b.

d. Injured animals regardless of inside or outside City of Billings

e. Nowhere else to take the animal

f. Release for euthanasia. Must pay fees.

C. Method In

1. Billings Animal Control

2. Laurel Animal Control

3. Billings Police Department

4. Public

5. Trapped

D. Documentation

1. Police Departments and Animal Control Officers complete paperwork that identifies animal, time animal was brought into YVAS and location where animal came from.

2. Public completes paper work that gives date, location where animal was found, finders persons address, and descriptive of the animal.

3. If trapped the trapper completes stray paperwork as 2.

E. Presenting into the shelter

1. Dogs & Cats

a. Scan for microchip

b. Check for collar with identification tags

c. Weigh

d. Check for injuries

- e. Administer Bordetella (Dogs) or Rhino/Panleuk (Cats) Vaccination
- f. Place in Stray Dog Room kennel or Intake Room cages for cats
- g. Enter animal information into Chameleon Program
- 2. Pocket Pets / Birds / Reptiles
 - a. Place in appropriate cage and enter information same as g.

F. Waiting period

- 1. Stray Animal - held 72 hours from time of intake. At that point, the animal, per city ordinance, is considered abandoned and becomes the property of Yellowstone Valley Animal Shelter.
- 2. Release - Animal is held 24 hours from time of intake.

II. OUTGOING ANIMALS

A. To claim a stray animal.

- 1. Animal must be adequately identified to prove ownership.
- 2. Fee for claim, board and vaccination is paid
- 3. If owner lives in the City of Billings, they must provide proof of City Animal license. If no license they must purchase license from YVAS at time of claim with proof of rabies vaccination
- 4. If rabies vaccination is not current, owner may purchase a city animal license. The physical license will be held at YVAS until proof of rabies is provided.

B. To adopt an animal

- 1. Potential adopter completes adoption application.
- 2. Potential adopter meets with the animal in presence of YVAS staff member.
- 3. All family members must be present for a Meet/Greet session.
- 4. Other dogs in same home must be brought to the shelter for Meet/Greet.
- 5. At that time YVAS staff will either approve or deny the adoption based on application and the results of the Meet/Greet sessions.

C. Transferred Animals

1. In the case of an animal that would be a candidate for a Rescue Organization, we will transfer to an approved rescue.
2. In the case of an animal that for reasons of health or age is a candidate for a transfer through the foster program, we will transfer for a said amount of time into an approved foster home.

D. Euthanization

1. Any dog that does not pass the SAFER TEST will be euthanized.
2. Any dog that shows aggression towards humans or unwarranted aggression towards another dog will be euthanized.
3. Any animal in poor health or in inhumane, unrepairable condition will be euthanized.

III. EUTHANIZATION

- A. Contract with the Billings Animal Control for euthanasia services.
- B. Provide euthanasia services to those individuals who are financially unable to pay the fees of a veterinarian.
- C. Euthanization of an animal will be approved by the Executive Director or Operations Director with the recommendations of YVAS staff members.

BASIC KENNEL MAINTENANCE

I. KENNELS – Morning cleaning

A. Cats

1. Cats in residence require the least amount of upset possible. Based on this we replace cat litter, give fresh water and food, and wipe out the kennel with limited disturbance to that cat.
2. Cat beds and toys are replaced as needed.
3. Empty cat cages are cleaned with chemical product that kills all feline infectious diseases. These kennels are then ready for new cats.
4. As kennels are cleaned food is prepared for each cat and placed in their kennel.

5. Counters are washed with disinfectant, garages emptied, and floors cleaned.
6. Each Cat Room has individual cleaning equipment and chemicals.
7. Cat Rooms are cleaned in the following order based on maintaining the health status of the cats.
 - a. Adoptable Cat Room - cats are allowed to be out of their kennels for exercise and human handling during this time.
 - b. Surgery Cat Room - cats that have been adopted and waiting for spay/neuter surgery.
 - c. Stray Cat Room - cats that are not yet available for adoption based on stray status.
 - d. Intake Room - cats that have been in the shelter for 48 hours or less or feral status.
 - e. Isolation Cat Room - cats that are being treated for Upper Respiratory Infection, or other recoverable health issues and need to be isolated from other cats.

B. Dogs

1. Dog kennels are thoroughly cleaned each morning and examined for malfunction.
2. Kennel attendants first scoop the kennels then spray in entirety the kennel floors, walls, and aisles with a chemical cleaner that is designed to kill all canine viruses including Parvo Virus.
3. The dogs are placed outside in play yards during the cleaning process.
4. Dog Kennel Rooms are cleaned in the following order:
 - a. Adoptable Dog Room – dogs that are available for adoption
 - b. Stray Dog Room – dogs that are in stray status, or need quiet time, or have not yet had SAFER TEST performed.
 - c. Quarantine Dog Room – dogs that are being held for Billings Animal Control. These dogs are not allowed out of kennels. Guillotine doors are used to transfer dog out of kennel to adjoining kennel while kennel is cleaned.
 - d. Isolation Dog Room – dogs that being isolated from general population based on health or temperament. Depending on status of dog it may or may not be allowed

- out of kennel. Guillotine doors are used to transfer dog out of kennel to adjoining kennel while kennel is cleaned.
5. Dogs are returned fed and given fresh water after all kennels are cleaned.
- C. Pocket pets, birds and rabbits.
1. Each cage is cleaned daily with fresh bedding, food and water.

SPAY/NEUTER, SURGERY, SURGERY ROOMS, MEDICAL SUPPLIES

I. SPAY/NEUTER OF ANIMALS

- A. All dogs and cats that are adopted or transferred to a foster home or approved rescue are spayed or neutered prior to leaving the shelter.
- B. Exception to A. based on shelter veterinarian's belief in the best interest of the long term health of puppies and kittens - puppies under 3 months and kittens less than 4 pounds.
- C. Exception to A. based on shelter veterinarian's evaluation would be an animal that is not physically healthy enough to undergo the surgery. This animal would follow the same tracking protocol and return to YVAS for spay/neuter procedure.
- D. Those animals in B. and C. are scheduled for return to the shelter at time of appropriate age and weight. This is recorded in the Chameleon program.
- E. YVAS staff member keeps record of and follows up with the adopter to ensure return of the animal.
- F. The adopter pays for the spay/neuter surgery at time of adoption. Also pays a bond that is refundable upon completion of the surgery.
- G. If the adopter wishes to have spay/neuter procedure performed by own veterinarian, this is only possible if approved by the Executive Director or Director of Operations.
- H. If surgery is performed outside of YVAS facility the adopter is required to pay all the fees for spay/neuter and the bond. The adopter will receive the fee for spay/neuter and the bond in a refund upon the receipt of proof of spay/neuter from their veterinarian.

- I. The Adoption Contract states that if the spay/neuter procedure is not performed by the date indicated on the contract, YVAS may repossess the animal and the adopter forfeits all fees paid.

II. SURGERY AND MEDICAL ROOMS

- A. Shelter Veterinarian directs the stocking of medicines and medical supplies for these rooms.
- B. Shelter Veterinarian orders the vaccines, medicines, and medical supplies for these rooms and the surgeries performed.
- C. Shelter Veterinarian oversees the decisions for types of vaccinations given to the animals.
- D. Refrigerators (Intake Room and Medical Room) have temperature gauges with alarms.
- E. Each room is fully cleaned after surgeries or medical use.
- F. Surgery suite is used only for surgeries.
- G. Each surgery table is equipped with appropriate medical supplies and equipment as directed by the Shelter Veterinarian.
- H. Only authorized staff and volunteers are allowed in these areas.

IV. SURGERY AND MEDICAL TREATMENT

- A. When a Billings Animal Control employee impounds a sick or injured animal, every precaution will be taken not to compound the injury. All sick or injured animals will be checked thoroughly for signs of shock or other life threatening conditions. If immediate medical care is needed, a Billings Animal Control employee will contact the nearest veterinary clinic or the veterinarian on call if the incident occurs after normal Animal Control office hours. An Impound Card will be completed for the animal and left for YVAS personnel, stating which veterinarian is housing the animal. All pertinent information is to be listed on the Impound card such as: bite quarantine, rabies, submission, medical needs, etc. Only medical attention needed to stabilize the animal will be authorized. When the animal is stabilized, it will be transported to the Animal Shelter. All medical costs are to be recorded on the animal's Impound card. If medical care is required all medications or special treatment will be noted on the Impound Card.
- B. YVAS shall be solely responsible for all treatment of animals once YVAS takes possession of the animal.

- C. Only the Shelter Veterinarian may provide shelter surgery or medical services at YVAS.
- D. The Shelter Veterinarian may request or approve another veterinarian to provide shelter medical or surgery services at YVAS.
- E. If the Shelter Veterinarian decides it is in the best interest and health of an animal any medical care or surgery will be provided for an animal.
- F. The Shelter Veterinarian may approve the referral of an animal to a veterinarian outside of YVAS for medical care or surgery if in the best interest and health of an animal.
- G. No medicinal treatment of an animal can provided without the approval of the Shelter Veterinarian or his/her designated spokesperson.

DAILY SERVICES

I. Basic Services

- A. All persons and animals entering YVAS will receive services based on meeting our contractual agreement with the City of Billings.
- B. If YVAS is unable to provide the service that an individual requests based on the extent of expertise of the YVAS staff, the staff will provide referrals or additional information to help that individual and/or animal.
- C. YVAS will be open to the public as follows:
 - Monday, Tuesday, Thursday, Friday 12:00 pm – 7:00 pm
 - Saturday 12- 5:00 pm, Sunday 12:00 pm – 5:00 pm
- D. YVAS will be staffed to meet the needs of the public and the animals.
- E. YVAS will maintain a fee based service based on the costs of the services provided.
- F. The public is expected to pay for all services received from YVAS. If an individual is unable to pay it is at the discretion of the Executive Director or the Operations Director to waive those fees or a portion of. No Billings resident can be denied the services that are outlined in the contractual agreement with the City of Billings.
- G. YVAS Website will be updated daily for stray animals received in the shelter and at least four times a week for the adoptable animals.
- H. Lost Pet Hotline is updated each weekday morning.
- I. YVAS is to provide kennel space to all animals from the City of Billings.
- J. YVAS reserves the right to accept animals outside the limits of the City of Billings based on available space.
- K. YVAS staff is expected to greet the public in a positive and supportive manner and assist their needs immediately upon entrance into the shelter.
- L. The telephone is to be answered if staff persons are not engaged with a customer. Telephone messages are to be checked at least two times a day, more often if possible and recorded in a

telephone log. Messages are to be replied to immediately, or as soon as possible.

ANIMAL NEEDS DURING THE DAY

I. Dogs

- A. A walk through will be performed first thing in the morning to check on all the dogs.
- B. Adoptable dogs will be out in the play yards in the mornings, inside in their kennels in the afternoon and then back out into the outside kennels in the late afternoon.
- C. The dog kennels will have dog houses, shelter from the sun and rain, and a platform to sit on. Freshwater will be available in each pen.
- D. The indoor dog kennels will be scooped three additional times of the day besides morning cleaning.
- E. Water dishes will be checked and refilled three additional times of the day besides the morning feeding and watering.
- F. When volunteers are available dogs will be exercised through walking or playing in the outside play yards.
- G. Dogs are allowed in the front office space for socialization and observing behavior patterns.
- H. Dogs are observed throughout the day for health concerns.
- I. A final walk through of the dogs will be performed at end of day to assure health of the animals.

II. Cats

- A. Water will be checked twice a day.
- B. If volunteers are available the adoptable cats can be held and brushed. They must sanitize their hands between contacts with each cat.
- C. Selected cats are allowed to be loose in the front office.
- D. Cats are observed throughout the day for health concerns.
- E. If customers have lost a cat, they may look through the Intake Room and the Stray Cat Room accompanied by a YVAS employee. Customers are not to touch the cats in those rooms in order to preserve their health.
- F. A final walk through of the cats will be performed at end of day to assure health of the animals.

Regular City Council Meeting

Meeting Date: 01/25/2016

TITLE: Assignment and Transfer of West End Hangar Ground Lease from R.W. McKamy and Donna McKamy to Robert C. Bryan and Phyllis C. Bryan, Trustees

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

PROBLEM/ISSUE STATEMENT

On July 13, 2015, R.W. McKamy and Donna McKamy entered into a 10-year West End Hangar Ground Lease with the City of Billings to renew a Lease on a 5,950 square foot parcel in Township 1 North, Range 25 East, Section 25, located at 2561 Overlook Drive. Mr. McKamy originally leased the parcel in July 1995 and constructed a 3,600 square foot hangar on the parcel. The original lease expired June 30, 2015. The McKamys now desire to sell their hangar and assign the associated Ground Lease to Robert C. Bryan and Phyllis C. Bryan, Trustees of the Bryan Revocable Trust dated March 4, 2005. A copy of the McKamy's Assignment and Transfer is on file in the City Clerk's office.

ALTERNATIVES ANALYZED

City Council may:

- Approve the Assignment and Transfer of the West End Hangar Ground Lease from R.W. McKamy and Donna McKamy to Robert C. Bryan and Phyllis C. Bryan, Trustees of the Bryan Revocable Trust dated March 4, 2005; or
- Disapprove the Assignment and Transfer of the West End Hangar Ground Lease from R.W. McKamy and Donna McKamy to Robert C. Bryan and Phyllis C. Bryan, Trustees of the Bryan Revocable Trust dated March 4, 2005.

FINANCIAL IMPACT

There is no financial impact from this action. The tenant name on the Lease is all that changes with this Assignment and Transfer; all other terms and conditions remain in full force and effect.

RECOMMENDATION

Staff recommends the City Council approve the Assignment and Transfer of the West End Hangar Ground Lease from R.W. McKamy and Donna McKamy to Robert C. Bryan and Phyllis C. Bryan, Trustees of the Bryan Revocable Trust dated March 4, 2005.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 01/25/2016

TITLE: WO 15-07 Orchard Lane Professional Services Contract Amendment No. 1

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

Staff is requesting that the City Council consider authorizing and executing Contract Amendment No. 1 for Professional Services with Kadrmas, Lee & Jackson, Inc. to provide construction staking and engineering support services for W.O. 15-07 Orchard Lane.

The original contract scope was for design and bidding services, but did not include construction staking or engineering support services during construction.

ALTERNATIVES ANALYZED

The Council may:

- Authorize Contract Amendment No. 1 with KLJ for the amount of \$196,100.00; or
- Do not authorize Contract Amendment No. 1. If Amendment No. 1 is not authorized, construction staking with engineering support would need to be bid with the construction contract resulting in a higher construction cost.

FINANCIAL IMPACT

The funding for Contract Amendment No. 1 is available from the SBURD TIF and is included in the FY16 budget. If Amendment No. 1 is authorized, the Professional Services Contract with KLJ will total \$437,100.00.

RECOMMENDATION

Staff recommends that Council authorize the Mayor to execute Contract Amendment No. 1 with KLJ in the amount of \$196,100.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

Amendment #1

AMENDMENT NO. 1
TO
CONTRACT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
CITY OF BILLINGS WORK ORDER 15-07,
Orchard Lane Reconstruction

THIS AGREEMENT, made and entered into on _____, 2016, by and between the following:

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

and

Kadrmass, Lee & Jackson, Inc.
PO Box 80303
Billings, Montana 59108
Hereinafter designated the Contractor

WITNESSETH:

WHEREAS, the City and Contractor have entered into a contract dated October 30, 2014, for Contractor to provide professional services to the City for Work Order 15-07, and;

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

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

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

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

Part 1, Special Provisions, Section 2.D is amended as follows:

D. ...provide as-built drawings in paper (11x17, 2 sets) and digital (.pdf and .dwg) formats, as approved by the City of Billings...

Part 1, Special Provisions, Section 3.C is amended as follows:

C. This Contract shall terminate at midnight on April 30, 2017.

Appendix A, Scope of Work, is amended as follows:

The attached scope of work (5 pages) for Amendment No. 1 services is hereby made a part of this contract and is supplemental to prior contract scope of work.

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

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	\$241,000.00
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plus,

Additional design and construction phase services as per the scope of work attached to and made a part of this Amendment No. 1	\$196,100.00
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Total Professional Services	\$437,100.00
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All other terms and conditions of the contract, as amended, to which this amendment applies, shall remain in full effect.

CONSULTANT

NAME: Kadmas, Lee & Jackson, Inc.

BY: _____

TITLE: _____

DATE: _____

CITY OF BILLINGS, MONTANA

BY: _____

TITLE: _____

DATE: _____

Amendment 1 Scope of Work

City of Billings Work Order #15-07 Orchard Lane Reconstruction

I. DESCRIPTION

Contract Amendment No. One (1) is for additional services not included in the original contract dated October 30, 2014, which consist of additional miscellaneous design services, construction staking, and limited assistance associated with construction administration.

II. SERVICES TO BE PERFORMED

ADDITIONAL DESIGN ENGINEERING AND REVIEWS (SUPPLEMENTAL)

The following Additional Services have been completed by the Engineer and will be added to the contract scope:

- A. Collect additional survey shots and provide evaluation to investigate the feasibility of running a storm drain pipe from Orchard Lane down Ryan Avenue as an alternative to drain the east end of Ryan Avenue.
- B. Stake out utility pothole locations and provide survey shots during potholing at 7 locations required for completion of stormdrain design.
- C. Adjust the design to accommodate revisions to the originally approved typical road section as requested by the Owner. The new section will be 42 feet wide from back of curb to back of curb with 7-foot wide contiguous sidewalks on each side.

900 CONSTRUCTION PHASE

The Owner is responsible for overall construction administration, with periodic assistance from the Engineer. The Owner is also responsible for providing a Resident Project Representative. The objective of this phase is for the Engineer to provide limited assistance during construction at the Owner's request. Fees for the tasks outlined below are estimated based on the construction completion dates as identified in the Contract Documents and may change depending upon the Contractor's actual schedule; for the purposes of this amendment the Engineer assumes a 24-week construction period.

The Engineer is not responsible for the Contractor's safety procedures or operations. This scope of work does not include any safety inspections of the Contractor's equipment, procedures, or operations. The Engineer is not responsible for the safety of City of Billings personnel, subconsultant personnel, site visitors, Contractor's personnel, Subcontractor's personnel, or any other personnel. The Engineer will not proceed with duties in areas or

situations that are deemed unsafe or hazardous, due to the Contractor's non-conformance with OSHA or other agency safety regulations.

The Engineer and its sub-consultants will not assume the normal duties and responsibilities of the Owner, Contractor, or Subcontractors. The contractor is solely responsible for his construction procedures, techniques, means and methods.

901 Meetings

Attend the pre-construction conference, construction progress meetings, and a substantial completion walk through. Conducting meetings and providing subsequent meeting minutes is not included.

902 Construction Phase Assistance

Construction phase assistance will only be provided on an as-needed basis as requested by the Owner. The Engineer will provide the Owner with monthly budget status reports. Anticipated tasks associated with this item include:

- A. Submittal reviews for all construction components specified by the Engineer.
- B. Communications with the Owner to clarify contract documents and to assist with requests for information.
- C. Review of substitutes or "or-equal" requests.
- D. Miscellaneous site visits upon request by the Owner (Engineer's fee includes up to twenty-four site visits independent of progress meetings).
- E. Review and answering questions related to Change Orders. Any design revisions related to Change Orders are not included and would be provided as Additional Services.
- F. In addition, the Engineer will be available upon Owner's request for miscellaneous construction phase assistance not specifically identified in this scope of work. The budgeted construction contingency allowance will only be expended upon request by the Owner for Additional Services pertaining to, but not limited to, Part IV below.

903 Construction Staking

Engineer will provide construction staking outlined below. The scope of work and related fee for construction staking is based on the Engineer's assumption that the Contractor will be allowed a full closure of Orchard Lane to through traffic to increase efficiency of construction and required staking.

- A. Stakes to relocate private utilities will be provided as follows. Engineer will coordinate concurrent staking for multiple utility owners when practical.

1. For NorthWestern Energy, one set of stakes along the east right-of-way line at each existing power pole for design and a second set of stakes along the east right-of-way line at each proposed power pole for construction.
 2. For Montana Dakota Utilities, stakes along the west right-of-way line at approximately 100-foot intervals and at each proposed gas / storm drain crossing, including the gas main and services.
 3. For Century Link, stakes along both sides of the right-of-way at 100-foot intervals along the north 500-feet of the project.
 4. For Charter – no staking required.
- B. Horizontal and vertical control – verify and reestablish horizontal and vertical coordinates of control required for construction staking. Set new control at a frequency suitable for construction.
- C. Demolition and removal limits along the corridor
- D. Saw cut limits on driveways, as well as concrete and asphalt on side streets
- E. Road subgrade cuts
1. Offsets with grades to top back of curb with elevations and offset (to be determined on site) rounded to nearest 0.1-foot set at 100-foot intervals
- F. Storm drain manholes, inlets and storm drain pipes at 50-foot intervals for pipes longer than 200-feet
- G. Locations and grades for relocating fire hydrants and curb stops due to conflicts with new construction
- H. Ends of new sanitary sewer services
- I. Curb & gutter final staking
1. Offset stakes at 25-foot intervals (offsets and grade reference to be determined in the field)
 2. PC, PT, and radius point at intersections
 3. Median islands at Boys and Girls Club
 4. Center of double gutter
 5. Horizontal location of drive approaches
- J. Bluetops for grade control as follows:
1. Subgrade at PTs, PCs and at 100-foot intervals along road crown
 2. Base course at PTs, PCs and at 50-foot intervals along road crown
 3. The Engineer will not provide bluetop staking until the contractor has satisfactorily graded to within 0.2' of the design grade for the surface to be bluetopped
- K. Traffic loop detectors and existing electrical appurtenance relocations at the intersection of Orchard Lane and King Avenue
- L. Permanent sign locations
- M. Reset existing center line monuments at the intersections of Orchard Lane and King Avenue, Orchard Lane and State Avenue and one quarter corner in Orchard Lane.
1. Set four offsets to monument location after new pavement has been placed (offsets to be determined on in the field).
 2. Stamp brass cap following installation of monument boxes by contractor.

Construction stakes for each item, including establishing horizontal and vertical control, will be provided one time. Re-staking or additional trips required will be provided as Additional Services.

The total number of survey crew project site mobilizations included in the tasks above is forty-six (46). The Engineer will provide the Owner with a periodic status report, and will not exceed the specified number of trips without prior approval by the Owner.

The above staking services will be identified in the project bidding documents. The Contractor will be responsible for preserving all stakes throughout construction in accordance with the General Conditions. All other surveys required for construction of the project shall be the responsibility of the Contractor. Should any stakes set by the Engineer be destroyed by the Contractor and need to be reset, the re-staking costs shall be paid by the Owner to the Engineer and then subsequently deducted from the Contractor's payment.

904 Project Close-Out and Record Drawings

The Owner will provide field sketches and other information to Engineer related to any field adjustment made during the course of construction including "as-built" elevations from the contractor on any curbs, asphalt, storm drains, water mains, sewer services or other structures adjusted from the design.

Engineer will compile information into one complete set of record drawings and provide Owner with two hard copies (11x17) and electronic (PDF and DWG) formats as well as necessary drawings for DEQ. Engineer will also provide Owner with any record related to Engineer's services over the course of construction.

III. DELIVERABLES

The following deliverables will ultimately be provided by the Engineer.

- A. Staking notes upon request, including cut/fill sheets to Contractor and Owner
- B. Record drawings & other records as applicable

IV. EXCLUSIONS

This scope of work contains specific information regarding tasks, number of iterations, and deliverables included in the Agreement. Additional services beyond this scope of work are extra and will be addressed as a contract supplement. In addition to those specifically identified in the above tasks, the following list, which is not intended to be exclusive, summarizes exclusions.

- A. Street lighting design or construction phase services

- B. Supplemental design services requested by Owner
- C. Permit applications
- D. Submittals not specifically identified above
- E. Review of contractor payrolls
- F. Review of weekly progress reports
- G. Review of payment applications
- H. Providing a Resident Project Representative or daily construction reports
- I. Making revisions to construction documents due to no fault of the Engineer.
- J. Preparing Substantial Completion Certificate, Punch-list or Final Completion Certificate
- K. Warrantee walkthrough
- L. Materials and construction acceptance testing or coordination thereof
- M. Legal/boundary surveys and associated research and computations necessary to stake individual property corners.
- N. Construction staking of:
 - 1. Mailboxes
 - 2. Accessibility ramps
 - 3. Relocated fences and other features along the corridor impacted by construction
 - 4. Below ground and above ground utilities not identified above
 - 5. Lighting pull boxes
 - 6. Fence Relocation
 - 7. Property corner monument recovery, corner record forms, and re-establishment Pursuant to Montana Code Annotated 70-22-115

V. SCHEDULE

All services included in this agreement, except record drawings and project close-out, are anticipated to occur during the 2016 construction season and will be complete by December 31, 2016. Record drawings and project close-out will be completed within 4-months following Substantial Completion.

Regular City Council Meeting

Meeting Date: 01/25/2016

TITLE: Acknowledge Receipt of Petition to Vacate a portion of 10th Street West and Set a Public Hearing

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

The YWCA and Bonini Enterprises have petitioned to vacate 10th Street West from Wyoming Avenue to the alley north of Wyoming Avenue. Both property owners are proposing to develop the adjacent property and would like to utilize the right of way for their developments. There is no right of way for 10th Street West south of Yellowstone Avenue, which prevents 10th Street West from extending in the future. It is the staff recommendation that the right of way be vacated with a 20-foot easement preserved for a multi-use path. With the development of the two properties, a portion of the multi-use path would be required to be constructed. With vacation of this right of way, half would revert to each adjacent property owner. The area of the right of way proposed to be vacated is 8,400 square feet.

ALTERNATIVES ANALYZED

The Council may:

- Approve acknowledgment of petition to vacate the above-mentioned right-of-way and set a public hearing for February 22, 2016; or
- Do not acknowledge the petition and terminate the right-of-way vacation process.

FINANCIAL IMPACT

The petitioners are working with Charlie Hamwey to establish value of the right of way which will be presented for the public hearing.

RECOMMENDATION

Staff recommends City Council acknowledge the receipt of a petition to vacate a portion of 10th Street West and set a public hearing for February 22, 2016.

APPROVED BY CITY ADMINISTRATOR

Attachments

Exhibit

Y.W.C.A. SUBDIVISION

SITUATED IN N² SW⁴ SE⁴ NE⁴ SEC. 5, TWP. 1, S.R. 26 E. M.P.M.

YELLOWSTONE COUNTY MONTANA.

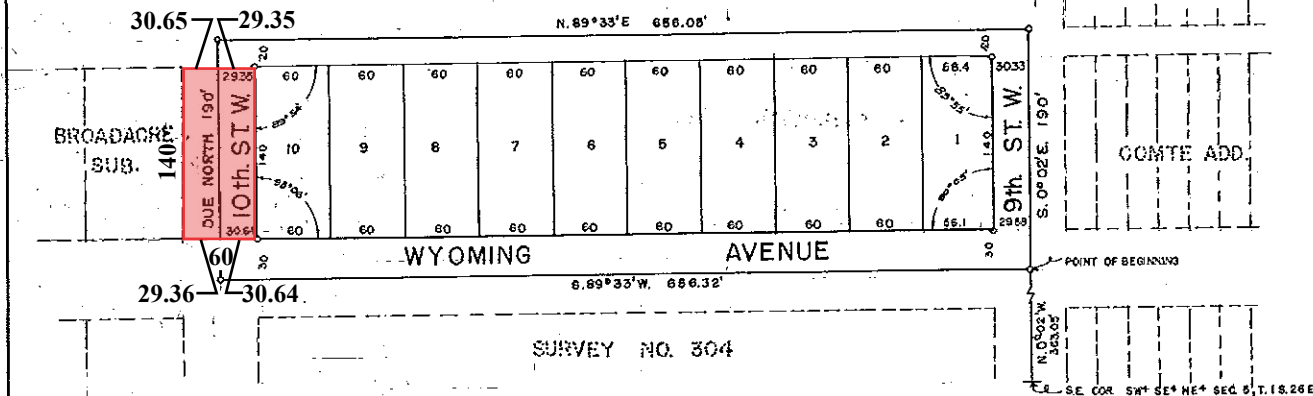
BY L.R. SAMPSON SURVEYOR 370 ES FEB. 1954.

SCALE 1" = 60'

Shaded area indicates right-of-way (8,400 s.f.) requested to be vacated.

UNPLATTED

North



CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That the Young Women's Christian Association of Billings, Montana, a Corporation, does hereby certify that it has caused to be surveyed, subdivided, and platted into lots, streets, avenues and alleys, as shown on the plat and Certificate of Survey, hereto annexed the following described tract of land situated in the North Half of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter (S¹/₄ S¹/₄ S¹/₄ S¹/₄) of Section Five (5), Township One (1) South, Range Twenty-six (26) East, M.P.M. said tract of land being more particularly described as follows: Beginning at a point on the east line of the S¹/₄ S¹/₄ S¹/₄ S¹/₄ Section 5, T. 1S., R. 26E, M.P.M. said point being North 0° 02' West, 363.05 feet from the southeast corner of said S¹/₄ S¹/₄ S¹/₄ S¹/₄; said Section 7 and running thence South 89° 33' West, 656.32 feet along the north line of Certificate of Survey No. 304 to the west line of the said S¹/₄ S¹/₄ S¹/₄ S¹/₄ of said Section 5, being a point on the east line of Broadacre Subdivision; thence due North 190 feet along the west line of the S¹/₄ S¹/₄ S¹/₄ S¹/₄, said Section 5, which line is also the east line of Broadacre Subdivision thence North 89° 33' East, 656.05 feet to the east line of the S¹/₄ S¹/₄ S¹/₄ S¹/₄ of said Section 5, taking a point on the west line of Coats Subdivision; thence South 0° 02' East, 190 feet along the east line of the S¹/₄ S¹/₄ S¹/₄ S¹/₄ said Section 5, said line coinciding with the west line of Coats Subdivision, to the point of beginning.

The above described tract is to be known as the Y.W.C.A. Subdivision and the land included in the streets, avenue and alleys as shown on the said plat is hereby granted and dedicated to the use of the public forever.

Dated this 5th day of March, 1954.

YOUNG WOMEN'S CHRISTIAN ASSOCIATION
of Billings, Montana, a Corporation

By E. Bernice Helgeson
President

ATTEST: Emmanuel Schell
Secretary

STATE OF MONTANA } ss.
County of Yellowstone

On this 5 day of March, 1954, before me John L. Delane, a Notary Public for the State of Montana, personally appeared Bernice Helgeson and Emma Lohof, known to me to be the president and secretary, respectively, of the Young Women's Christian Association of Billings, Montana, a Corporation, who executed the within instrument and acknowledged to me that said corporation executed the same.

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

John L. Delane
Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires Sept. 14, 1956

STATE OF MONTANA } ss.
County of Yellowstone

I hereby certify that the annexed plat of the Y.W.C.A. SUBDIVISION was filed for record in my office on the 12 day of April, 1954. 10 22 a. m.

Oliver R. Riebel
County Clerk & Recorder
By W. H. Riebel W. H. Riebel

CERTIFICATE OF SURVEY

STATE OF MONTANA } ss.
County of Yellowstone

L. R. Sampson, a Civil Engineer and Land Surveyor, being first duly sworn, deposes and says that during the month of February 1954, he surveyed the Y.W.C.A. Subdivision, in accordance with the request of the owners thereof and in conformity with the provisions of Chapter 330 of the Revised Codes of the State of Montana 1935, and amendments thereto, said Subdivision, description of boundaries, and the dimensions being in accordance with the Certificate of Dedication, and as shown on the annexed plat; that iron pipe monuments of suitable size were set at all intersection points as indicated on the plat by a mark thus that the plat conforms with the work on the ground and that the net area of the said platted tract is 1,916 acres.

L. R. Sampson
Civil Engineer and Land Surveyor #370 ES

Subscribed and sworn to before me Richard A. Archer, a Notary Public for the State of Montana, this 5th day of March, 1954.

Richard A. Archer
Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires May 24, 1954

CERTIFICATE OF APPROVAL

STATE OF MONTANA } ss.
County of Yellowstone

We hereby certify that we have examined the above plat of the Y.W.C.A. SUBDIVISION and find that the said plat conforms with the laws of the State of Montana, and that the requirements for park donation have been satisfied by agreement with the City-County Planning Board. It is therefore accepted and approved.

IN WITNESS WHEREOF, we have hereunto set our hands and the seal of Yellowstone County this 12 day of April, 1954.

BOARD OF COUNTY COMMISSIONERS

Paul Thompson
Commissioner

A. H. Riebel
Commissioner

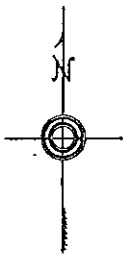
W. H. Riebel
Commissioner

Thommas Hurdle
County Surveyor

Oliver Riebel
County Clerk & Recorder

By W. H. Riebel W. H. Riebel

Overlay Information
01/06/2016



PLAT OF BROADACRE SUBDIVISION

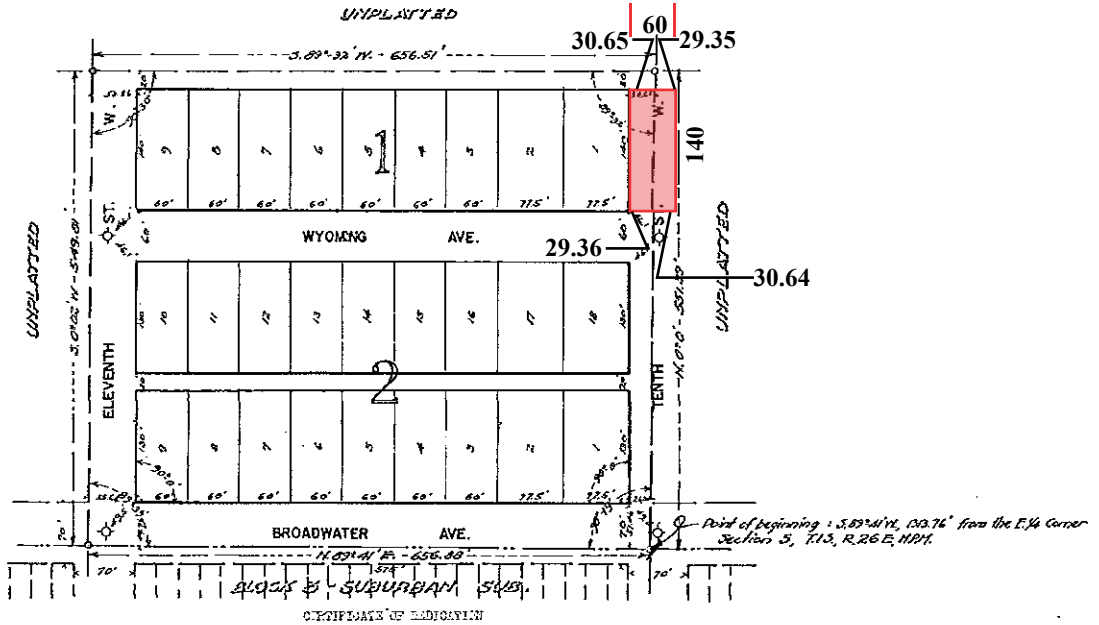
in the
SE 1/4, SW 1/4, NE 1/4, Section 5, T.15, R.26 E., M.P.M.
Yellowstone County, Montana.

Scale: 1 in. = 100 ft.

Survey & Plat by G. Edurand, Billings, Mont.

December - 1948.

Shaded area indicates right-of-way (8,400 s.f.)
requested to be vacated



STATE OF MONTANA } ss.
County of Yellowstone

KNOW ALL MEN BY THESE PRESENTS: That E. L. Parker and LaFene S. Parker, his wife, of Billings, Montana, do hereby certify that they have caused to be surveyed, subdivided and platted into lots, blocks, streets, avenues and alleys as shown by the plat and CERTIFICATE OF DEDICATION hereto annexed the following described tract of land being a portion of the Southeast Quarter of the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of Section Five (5), Township One (1) South, Range Twenty-six (26) East, M.P.M. and more particularly bounded and described as follows: Beginning at a point on the East and West midsection line of said Section 5, which point is South 89° 41' West, 1313.76 feet from the East Quarter (SE) corner of said section and extending thence North 0° 01', 551.39 feet; thence South 89° 32' West, 656.51 feet; thence South 0° 02' West, 549.81 feet; thence North 89° 41' East, 656.83 feet to the point of beginning. The above described tract in it to known as BROADACRE SUBDIVISION and the land included in the streets, avenues and alleys is hereby granted and donated to the use of the public forever.

Dated this 22 day of Dec A.D. 1948.

E. L. Parker *LaFene S. Parker*

STATE OF MONTANA } ss.
County of Yellowstone

On this 22 day of Dec in the year 1948, before me *Allen Rankland* a Notary Public for the State of Montana, personally appeared E. L. Parker and LaFene S. Parker, his wife, known to me to be the persons who signed the foregoing CERTIFICATE OF DEDICATION and who acknowledged to me that they signed the same.

Allen Rankland
Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires 1-26-49

STATE OF MONTANA } ss.
County of Yellowstone

G. E. Edurand, a Civil Engineer and Surveyor, being first duly sworn, deposes and says that during the month of December 1948, he made a plat and survey of a certain tract of land to be known as BROADACRE SUBDIVISION in accordance with the request of the owners thereof and in conformity with the provisions of Chapter 350 of the Revised Codes of Montana, 1935, and amendments thereto; said subdivision, description of boundaries and dimensions being in accordance with the CERTIFICATE OF DEDICATION and as shown on the annexed plat; that 2" x 3" iron pipe monuments were set at all intersection points as indicated on the plat by a mark thus \diamond ; that the street lines conform with the adjacent platted areas; that the plat conforms with the work on the ground; and that the net area of the said platted tract, exclusive of streets, avenues and alleys, is 5.28 acres.

G. E. Edurand
Civil Engineer & Surveyor

Subscribed and sworn to before me *Katie Davies* Notary Public for the State of Montana, this 24 day of Dec 1948.

Katie Davies
Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires 3/13/1949

STATE OF MONTANA } ss.
County of Yellowstone

We hereby certify that we have examined the above plat of BROADACRE SUBDIVISION and find that the net platted area is less than twenty acres, therefore no park reservations are required to be made within the tract. We find that the said plat conforms with the requirements of the laws of the State of Montana. It is therefore approved and accepted.

CERTIFICATE OF APPROVAL

BOARD OF COUNTY COMMISSIONERS
G. E. Edurand County Surveyor *Earle Knight* County Clerk & Recorder
D. G. Bachle Deputy

445960

STATE OF MONTANA } ss.
County of Yellowstone

I hereby certify that the annexed plat of BROADACRE SUBDIVISION was filed for record in my office on the 6th day of January A.D. 1949 at 3:20 o'clock P.M.

Overlay Information dated 01/06/2016

Earle Knight
County Clerk & Recorder
D. G. Bachle Deputy

Regular City Council Meeting

Meeting Date: 01/25/2016

TITLE: SID 1398 Easement Acceptance

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

When SID 1398 - Mountain View Boulevard Surface Improvements was constructed, the project utilized and improved upon an existing property owner installed concrete drainage spillway as part of the final drainage solution for the constructed street improvements. An easement is needed from the property owner to ensure drainage from the public right-of-way is managed by and within a City controlled facility.

ALTERNATIVES ANALYZED

City Council may:

- Accept the storm drainage easement from the property owner for work constructed by SID 1398, or;
- Do not accept the easement. If the easement is not accepted, stormwater runoff generated by the public right-of-way of Mountain View Boulevard will continue to drain over the same private property but the City would not have access to the drainage-way.

FINANCIAL IMPACT

During creation of SID 1398, it was negotiated that no direct financial contribution would be made to the property owner for acquisition of the storm drainage easement. However, the City did agree to include within the design plans, additional pavement and rock work adjacent to the concrete spillway. These costs were added to the SID and there is no additional financial impact to the City or the SID for acceptance of this easement.

RECOMMENDATION

Staff recommends that Council accept the storm drainage easement from the property owner for improvements constructed by SID 1398.

APPROVED BY CITY ADMINISTRATOR

Attachments

SID 1398 Drainage Easement

STORM DRAINAGE EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____, 2015, by and between **JAMES POWELL**, the owner of a certain parcel of land situated in the City of Billings, Yellowstone County, Montana, known as Lot 31A, Block 1, Amended Plat of Panoramic Heights Subdivision, hereinafter referred to as **GRANTOR**, and the **CITY OF BILLINGS**, a Municipal Corporation, hereinafter referred to as **GRANTEE**.

GRANTOR does hereby give, grant and convey unto the **GRANTEE**, their successors and assigns, the right, privilege and authority to construct, reconstruct, maintain, operate, repair and improve necessary fixtures and appurtenances to convey storm drainage through the following described tract of real property in Yellowstone County, Montana, more particularly described as follows and in the attached exhibit, to wit:

A tract of land situated in Lot 31-A of Amended Plat of Lots 31, 32, 33a and 51 Panoramic Heights Subdivision, Document Number 3131273. Documents of record at the Yellowstone County Clerk & Recorder, Billings, Yellowstone County, Montana;

Said tract being more particularly described as follows: Commencing at the southeast corner of said Lot 31-A; thence along the south line of said Lot 31-A the following two courses: N 89° 40' 00" W for a distance of 125.00 feet; N 83° 10' 50" W for a distance of 38.48 feet to the True Point Of Beginning; thence continuing along said south line N 83° 10' 50" W for a distance of 182.83 feet to a point on the south right-of-way line of Mountain View Boulevard; thence N 64° 05' 00" E and along said right-of-way line for a distance of 36.98 feet; thence S 83° 10' 50" E and leaving said right-of-way for a distance of 104.30 feet; thence N 65° 22' 06" E for a distance of 25.22 feet; thence N 14° 11' 57" E for a distance of 67.55 feet to a point on a non-tangent curve to the left, said curve being the south right-of-way of the cul-da-sac of Mountain View Boulevard; thence along said curve with a radius of 35.00 feet and an arc length of 26.12 feet and a delta angle of 42° 44' 55" (chord bearing N 82° 49' 30" E, chord length of 25.52 feet); thence S 08° 29' 33" E and leaving said right-of-way for a distance of 16.03 feet; thence S 14° 11' 57" W for a distance of 91.62 feet to the Point Of Beginning, containing an area of 5,945 square feet more or less.

Grantor shall continue to have the right to use and enjoy the above-described property, except as to the rights herein granted, subject to the following restrictions:

1. **Grantor** and his successors agree not to construct, nor cause to be constructed, within the easement right-of-way any type of building or structure, such as but not limited to, houses, garages, sheds, kennels, walls, nor any other fixed objects of any kind, shape or form, without the express written permission by an authorized representative of **Grantee**.
2. **Grantor** shall not plant, or cause to be planted, within the easement right-of-way any trees, bushes, shrubs, hedges, or any other plantings of a similar nature, without the express written permission by an authorized representative of **Grantee**.
3. **Grantor** agrees that authorized representatives of the **City of Billings** may freely travel within the easement with its equipment in the performance of their duties related to the easement at any time, day or night, regardless of outside weather conditions having given a minimum of twenty-four (24) hours prior notice of any activity to the owner(s) of the above described real property. In the unlikely event of an emergency, the twenty-four (24) hours prior notice requirement shall be waived. To insure proper restoration, it is the responsibility of the **Grantee** to document conditions existing prior to any construction within the easement area.
4. In the event it becomes necessary to construct, reconstruct, repair or replace the storm drain management system constructed with SID 1398, **Grantee** agrees to restore area to an equal or better condition existing prior to said construction, reconstruction, repair, or replacement.
5. **Grantor** agrees to obtain the permission of the Public Works Department of **Grantee** prior to replacing or removing any fill dirt within the easement right-of-way and, in addition, in the work necessary to modify the existing storm drain management system and appurtenances, which work may be required prior to placing or removing any fill dirt within the easement right-of-way and all such work shall be done at the **Grantor's**, its successors, or assigns expense and without expense to the City.

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.

Mayor, City of Billings

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 THOMAS W. HANEL and _____, 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

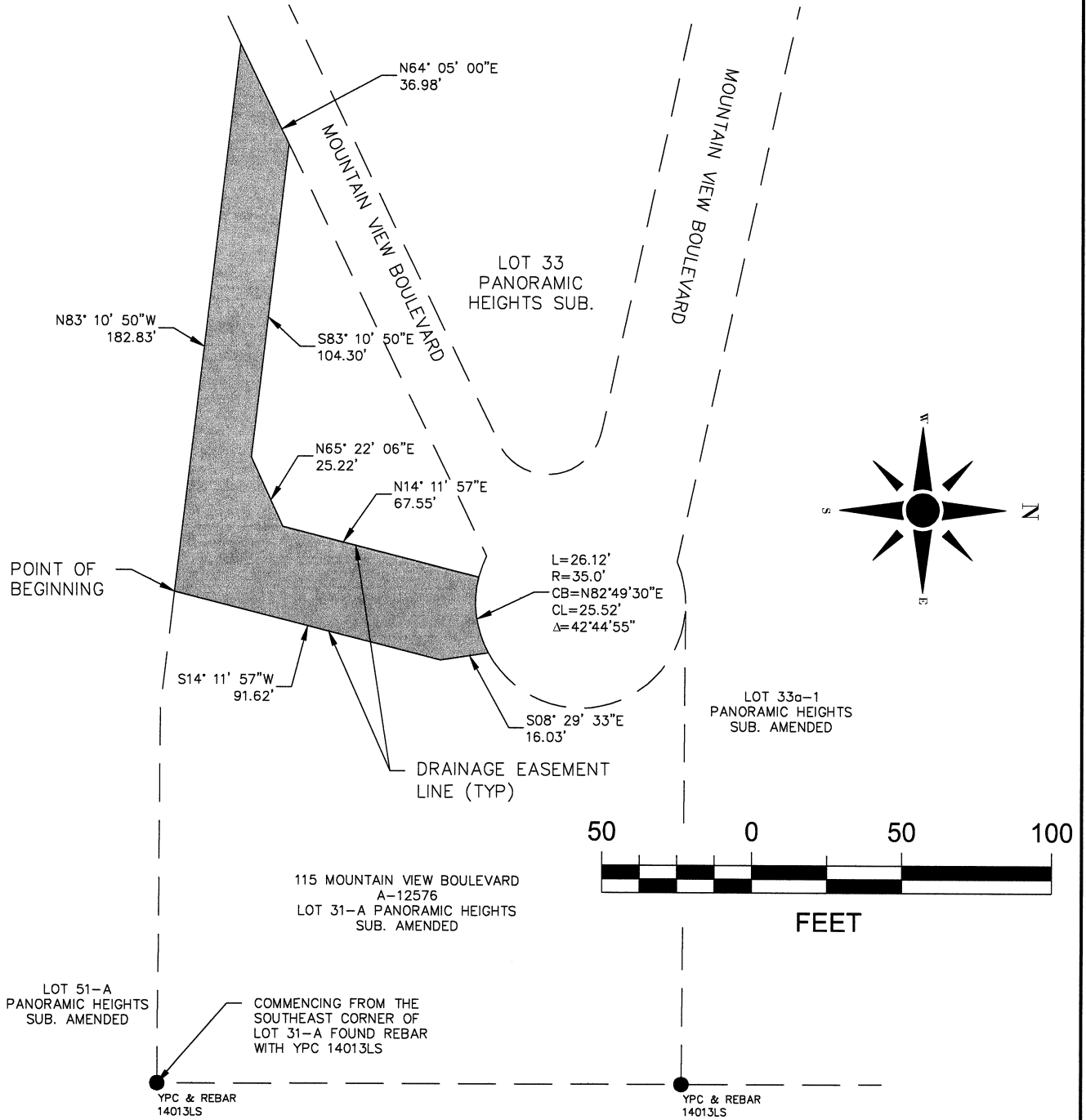
Printed Name: _____

Residing at _____

My commission expires _____

EXHIBIT A

DRAINAGE WAY EASEMENT
SITUATED IN LOT 31-A OF AMENDED PLAT OF LOTS 31, 32, 33a AND 51
PANORAMIC HEIGHTS SUBDIVISION,
DOCUMENT NUMBER 3131273
BILLINGS, YELLOWSTONE COUNTY, MONTANA



A tract of land situated in Lot 31-A of Amended Plat of Lots 31, 32, 33a and 51 Panoramic Heights Subdivision, Document Number 3131273. Documents of record at the Yellowstone County Clerk & Recorder, Billings, Yellowstone County, Montana;

Said tract being more particularly described as follows:
Commencing at the southeast corner of said Lot 31-A; thence along the south line of said Lot 31-A the following two courses:
N 89° 40' 00" W for a distance of 125.00 feet;
N 83° 10' 50" W for a distance of 38.48 feet to the True Point Of Beginning;
thence continuing along said south line N 83° 10' 50" W for a distance of 182.83 feet to a point on the south right-of-way line of Mountain View Boulevard;
thence N 64° 05' 00" E and along said right-of-way line for a distance of 36.98 feet;
thence S 83° 10' 50" E and leaving said right-of-way for a distance of 104.30 feet;
thence N 65° 22' 06" E for a distance of 25.22 feet; thence N 14° 11' 57" E for a distance of 67.55 feet to a point on a non-tangent curve to the left, said curve being the south right-of-way of the cul-da-sac of Mountain View Boulevard;
thence along said curve with a radius of 35.00 feet and an arc length of 26.12 feet and a delta angle of 42° 44' 55" (chord bearing N 82° 49' 30" E, chord length of 25.52 feet); thence S 08° 29' 33" E and leaving said right-of-way for a distance of 16.03 feet; thence S 14° 11' 57" W for a distance of 91.62 feet to the Point Of Beginning, containing an area of 5,945 square feet more or less.

LEGEND

DRAINAGE WAY EASEMENT

CITY OF BILLINGS, MONTANA
DRAINAGE WAY EASEMENT EXHIBIT

CITY SID 1398
THIS EXHIBIT IS PREPARED FROM THE CITY OF BILLINGS, MONTANA

Regular City Council Meeting

Meeting Date: 01/25/2016

TITLE: Donation: Kids Fire Helmets from Alpha Omega Disaster Restoration

PRESENTED BY: Paul Dextras, Fire Chief

Department: Fire

PROBLEM/ISSUE STATEMENT

Julie Johnson, Alpha Omega Disaster Restoration, Laurel, Montana approached the Fire Prevention Bureau regarding their desire to donate kids' plastic fire helmets with a retail value \$1,000 to the City of Billings Fire Department. Accepting this donation would provide the Fire Department with a popular giveaway for school fire safety programs, National Fire Prevention Week and fire station open house visits. Donations of more than \$500 must be reviewed and accepted by the City Council before the City accept and use the donation.

ALTERNATIVES ANALYZED

City Council may choose to approve or disapprove accepting the donation of kids' plastic fire helmets from Alpha Omega Disaster Restoration by the Fire Department, Fire Prevention Bureau.

FINANCIAL IMPACT

There is no anticipated budgetary impact from this action.

RECOMMENDATION

Staff recommends accepting Alpha-Omega Disaster Restoration's donation of kids' plastic fire helmets, with a retail value \$1,000, to be used as public education handouts.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 01/25/2016

TITLE: Donation for the Yellowstone Kelly Grave and Interpretive Site

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

Department: Parks/Rec/Public Lands

PROBLEM/ISSUE STATEMENT

The Billings Chamber of Commerce and the Billings Parks, Recreation and Preservation Foundation are conducting a Capital Campaign to raise funds for the preservation and enhancement of the Yellowstone Kelly grave and interpretative site at Swords Rimrock Park. James and Linda Roscoe have generously pledged \$25,000 to the Capital Campaign over the next four years. The donors have already given \$5,000 of the \$25,000 to the Capital Campaign. The City agrees (see attached pledge agreement) to utilize the Roscoe donation to preserve and enhance the Yellowstone Kelly grave and interpretative site.

ALTERNATIVES ANALYZED

City Council may:

- Accept the donation, or;
- Not accept the donation

FINANCIAL IMPACT

There is no budget/financial impact from this action.

RECOMMENDATION

Staff recommends that Council accept this donation of \$25,000 from James and Linda Roscoe.

APPROVED BY CITY ADMINISTRATOR

Attachments

Pledge Agreement

Yellowstone Kelly Interpretive Site
Campaign Pledge Agreement

THIS AGREEMENT is made this 3rd day of December, 2015, by and between **JAMES P. ROSCOE and LINDA W. ROSCOE**, husband and wife, of 3628 Timberline Drive, Billings, Montana 59102 (“Donor”) and **BILLINGS PARKS, RECREATION AND PRESERVATION FOUNDATION** (the “Foundation”) with mailing address c/o Wipfli-Galusha, Attn: John Fekety, 303 N. 28th Street, Suite 503, Billings, Montana 59101 and the **CITY OF BILLINGS** (the “City”) with mailing address of 210 N. 27th Street, Billings, Montana 59101.

RECITALS:

A. The Foundation is conducting a Capital Campaign (“Capital Campaign”) to raise funds for the preservation and enhancement of the Yellowstone Kelly grave and interpretive site overlooking the Yellowstone Valley in Billings, Montana (“Yellowstone Kelly Interpretive Site”).

B. The Yellowstone Interpretive Site is located in Swords Rimrock Park, which is owned by the City, and the City is the party that will ultimately construct the site using, in part, funds provided by the Foundation.

C. Donor desires to make a pledge to contribute to the Capital Campaign and the Foundation and the City desire to accept Donor’s pledge upon the terms and conditions specified in this Agreement.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, IT IS HEREBY AGREED:

1. **Recitals.** The foregoing Recitals are true and correct and by this reference are incorporated into the terms and conditions of this Agreement.

2. **Foundation Tax Status.** The Foundation is organized exclusively for religious, charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended (the “Code”). The Foundation is a charitable organization as described in sections 170(c), 2055(a) and 2522(a) of the Code and has provided Donor with a copy of its current IRS exemption letter reflecting its tax exempt status under the Code. Thus, all of Donor’s contributions pursuant to this Agreement shall be deductible as a charitable contribution under the Code.

3. **Roscoe Gift.** In order to help the Foundation pay for the preservation and improvement of the Yellowstone Kelly Interpretive Site, Donor will give \$25,000 to the Capital Campaign on the following schedule:

- a. \$5,000 in calendar year 2015, payment to be made no later than December 31, 2015.
- b. \$5,000 in calendar year 2016, payment to be made no later than December 31, 2016.
- c. \$5,000 in calendar year 2017, payment to be made no later than December 31, 2017.

- d. \$5,000 in calendar year 2018, payment to be made no later than December 31, 2018.
- e. \$5,000 in calendar year 2019, payment to be made no later than December 31, 2019.

Donor will cause these gift payments to be made by making the payments individually or by entities through which their family makes charitable gifts, or by some combination of gift payments made by these parties.

4. Donor Pledge Conditions/Mutual Reliance. The parties acknowledge their mutual reliance upon each other in completing this Agreement:

- a. The Foundation and the City are expending significant resources and relying on Donor's gift to help fund and the Yellowstone Kelly Interpretive Site project; and
- b. Donor is committing to contribute substantial funds in reliance upon the representations of the Foundation and its plans for the preservation and enhancement of the Yellowstone Kelly Interpretive Site.

The Foundation has provided Donor with the Capital Campaign materials for the preservation and enhancement of the Yellowstone Kelly Interpretive Site project estimating a cost of \$500,000 (collectively referred to herein as the "Plans"). Timely commencement and completion of the project consistent with the Plans is an essential consideration in the pledge being made by Donor under this Agreement.

The parties agree that if the project has not commenced, is not progressing in a timely manner consistent with the Plans, or the scope and purpose of the project changes from the Plans, Donor, in Donor's sole discretion, shall not be obligated to make the future scheduled payments under paragraph 3.

The determination of the inability or failure of the Foundation and the City to satisfy Donor's intent under this paragraph 4 shall be made by Donor, after consultation with the Foundation and the City, recognizing the mutual reliance of all of the parties in performing their responsibilities under this Agreement. The purpose of the condition placed on Donor's gift under this paragraph 4 is to assure that the purpose and intent of Donor's gift under this Agreement are satisfied.

5. Recognition of Gift. In consideration of Donor's gift, the Foundation and the City will recognize Donor's gift in consultation with the Donor. The nature and extent of this recognition shall be agreed to in writing on or before the completion of the Yellowstone Kelly Interpretive Site project by Donor and the Foundation and the City, which agreement shall incorporate the specific terms for recognition of the Donor's gift.

6. Facsimiles and Counterparts. A facsimile copy of this Agreement containing the signature of any of the parties shall be accepted as the original. This Agreement may be executed in one or more counterparts, which taken together shall constitute one and the same document.

7. **Time and Binding Effect.** Time shall be of the essence of this Agreement. The terms and conditions hereof shall inure to the benefit of, and be binding upon, the heirs, legal representatives, successors and permitted assigns of the parties hereto.

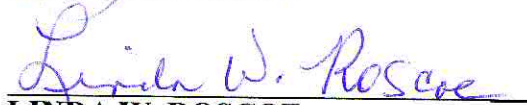
8. **Entire Agreement.** This Agreement embodies the entire Agreement between the parties, and supersedes all prior negotiations, understandings and agreements. This Agreement may be amended, modified, or supplemented only by an instrument in writing duly executed by both parties hereto.

9. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Montana.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.




JAMES P. ROSCOE



LINDA W. ROSCOE

“Donor”

**BILLINGS PARKS, RECREATION AND
PRESERVATION FOUNDATION**

By: 
Its VICE PRESIDENT

“Foundation”

CITY OF BILLINGS

By: _____
Thomas W. Hanel, Mayor

“City”

Attest: _____

Regular City Council Meeting

Meeting Date: 01/25/2016

TITLE: Acceptance of Donations to the Billings Police Department

PRESENTED BY: Rich St. John, Police Chief

Department: Police

PROBLEM/ISSUE STATEMENT

Various donors wish to donate funds in excess of \$500 to the Billings Police Department. Council policy requires that any donation of more than \$500 must be approved by the City Council. City Council is being asked to accept the following donations.

Phillips 66 Billings wishes to donate \$1,000 to the K-9 program. Police canines are essential to law enforcement in detecting drugs and the apprehension of criminals. The police canines are also critical to minimize officer risk.

Shawn and Judy Heringer wish to donate \$500 to be used as needed. These funds will help with costs of needed items not budgeted for in the general fund.

ALTERNATIVES ANALYZED

The City Council may:

- Accept the donations to the Billings Police Department; or
- Not accept the donations to the Billings Police Department.

FINANCIAL IMPACT

There is no financial impact to the General Fund.

RECOMMENDATION

Staff recommends that the City Council accept the donations as described above.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 01/25/2016

TITLE: Zone Change 944 - 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 6,000 (R-60) to Public (P) on a 1.02 acre parcel of land within Lot 2, Block 1 of Westward Ho Subdivision. The applicant conducted a pre-application neighborhood meeting on October 6, 2015 at the subject property, West Side Baptist Church at 323 S 32nd Street West. The City Council approved the zone change on first reading on January 11, 2016. A second reading is required to pass an ordinance.

Zone Change applications are reviewed using statutory criteria referenced in the Alternatives Analyzed section of this memo. Zone Changes require approval through an ordinance. Zone Changes allow the change from one type of zoning district to another type of zoning – e.g. residential single family to residential multi-family or residential to commercial. A Zone Change cannot have conditions of approval and if approved, permits the owner to use the land for any purpose allowed within the zoning district.

ALTERNATIVES ANALYZED

City Council may:

- Approve the zone change and adopt the findings of the 10 criteria as recommended by the Zoning Commission;
- Deny the zone change and adopt different findings of the 10 criteria;
- Allow the applicant to withdraw the zone change; or
- Delay action on the zone change request for up to 30 days.

The City Council approved the zone change on first reading on January 11, 2016. The Planning staff reviewed the 10 criteria for the zone change and recommended approval to the Zoning Commission. The Zoning Commission concurred. The 2008 Growth Policy and the 2011 Infill Policy encourage predictable land uses in existing neighborhoods and the use of under-developed property where city services already exist. The church is selling a small piece of un-used land it owns on the eastern half of its lot for new dwelling units and retaining about 1.02 acres of the residentially zoned area.

In order to provide predictable uses in the future, the church would like to expand the Public zone to eliminate the split zoning for the church's retained property. The retained property is almost 4 acres in area and will remain as church property into the future. The Public zoning allows church and assembly uses by right, whereas R-60 zoning requires a special review approval for any new church or substantial expansion of an existing one. The proposed zoning of Public will remove potential confusion over the use of the property for church purposes. The proposed zoning should have no impact or effect on city services, transportation, surrounding properties or value of buildings.

Prior to making its decision on the requested zoning, the City Council shall consider the findings of the 10 criteria:

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

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

Predictable land use decisions that are consistent with neighborhood character and land use patterns. (Land Use Element Goal) The proposed zoning would permit the church to normalize the zoning for the property and will add predictable and consistent zoning to the area. A split zoning could add confusion in the future when the church expands. The church has been located at this intersection since 1978 and preserving the use of the property for this assembly use is predictable.

Promote development of under-utilized property served by existing city services and infrastructure.

The existing zoning is split on the new lot for the church. The piece of property to be sold for residential development does not coincide with the zoning boundary. Churches are allowed uses in the Public zone but are special review uses in the R-60 zone. The proposed zoning will allow the church to use the land in conformance with the zoning.

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

The new zoning requires minimum setbacks, open and landscaped areas and building separations. The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers.

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

Public health and public safety will be promoted by the proposed zoning. The new zoning will make the use of this land predictable for surrounding property owners and for future owners of the property. This will improve public health and safety and the general welfare of the adjacent neighbors.

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

Transportation: The proposed zoning will not have an impact on the surrounding streets. The church is not expanding with the zone change.

Water and Sewer: The City provides sewer and water service to the property.

Schools and Parks: The zone change will decrease the area zoned for residential uses and should have little or no impact on schools and parks

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

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

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

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

There will be no impact to the transportation systems in the area. No new building on the church property is planned at this time. The property sold for residential development has been subdivided and impacts to the transportation system were evaluated and mitigated.

7. Will the new zoning promote compatible urban growth?

The new zoning promotes compatibility with urban growth. The proposed zoning will provide a

consistent zoning for the church property and preserve this use into the future.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?

The proposed zoning does consider the character of the district and the suitability of the property for churches and assembly uses. The property is located at the intersection of 2 arterial streets and is suitable for uses allowed in the Public zone.

9. Will the new zoning conserve the value of buildings?

The lot is currently developed with a +10,000 square foot church building and parking lot. Changing the zoning to be consistent throughout the lot will conserve the value of this building and surrounding buildings.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?

The proposed zoning will encourage additional city infill development in the area and will allow the use of the church property to continue. The uses allowed in the Public zone are appropriate at this street intersection.

FINANCIAL IMPACT

If the zone change is approved it will clarify and simplify the city assessments for services based on zoning - arterial construction fees and storm sewer maintenance. The property is exempt from property taxes but pays fees for services.

RECOMMENDATION

The Zoning Commission recommends approval and adoption of the findings of the 10 criteria for Zone Change 944 on a 5 to 0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance

ORDINANCE NO. 16-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR the eastern 1.02 acres of Lot 2A, Block 1, of the Amended Plat of Lot 2, Block 1, Westward Ho Subdivision, a 163,867 square foot parcel of land, generally located at 323 South 32nd Street West

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

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC*, provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.
2. DESCRIPTION That the eastern 1.02 acres of Lot 2A, Block 1, of the Amended Plat of Lot 2, Block 1, Westward Ho Subdivision, a 163,867 square foot parcel of land, generally located at 323 South 32nd Street West is presently zoned **Residential 6,000 (R-60)** 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 6,000 (R-60) 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 January 11, 2016

PASSED, ADOPTED AND APPROVED on second reading January 25, 2016.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: Billie Guenther, City Clerk
Zone Change #944- 323 South 32nd Street West

Regular City Council Meeting

Meeting Date: 01/25/2016

TITLE: Ward Ordinance Second Reading - Annexation #15-12

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 when the City annexes property. The City Council approved the annexation of the Harmony Meadows, LLC and James Weber property (Annexation #15-12) on December 14, 2015. This annexation requires a change in the boundaries of Ward III. Two readings are required for this action. The first reading of the ordinance was conducted by the Council on January 11, 2016 along with a public hearing. The second reading is scheduled for this meeting.

ALTERNATIVES ANALYZED

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

- Approving the ordinance will modify the boundaries of Ward III to include the Harmony Meadows, LLC and James Weber property.
- Denying the ordinance will not modify the boundaries of Ward III and create a problem where property inside the City Limits is not within one of the City Ward Boundaries.

FINANCIAL IMPACT

There is no budget/financial impact from this action.

RECOMMENDATION

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

APPROVED BY CITY ADMINISTRATOR

Attachments

Ward Ordinance

ORDINANCE NO. 16-_____

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

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

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

A tract of land situated in the SE1/4 of Section 18, the NE 1/4 of Section 19 and the NW1/4 of Section 20, T.1S., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as:

Harmony Meadows Subdivision, First Filing, Lots 1 and 2, Block 1, Recorded December 6, 2012, under Document No. 3648689, on file and of record in the Records of Yellowstone County. Including all adjacent right-of-way of Elysian Road and Mullowney Lane and that portion of Elysian Road adjacent to Tract 1 of Certificate of Survey No 2806, Recorded May 19, 1994, under Document No. 1741692, on file and of record in the Records of Yellowstone County.

Containing 95.611 gross acres and 89.228 net acres more or less.

(# 15-12) 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 11th day of January, 2016.

PASSED by the City Council on the second reading this 25th day of January, 2016.

THE CITY OF BILLINGS:

Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Billie Guenther, CITY CLERK

(AN 15-12)

EXHIBIT "A"



Regular City Council Meeting

Meeting Date: 01/25/2016

TITLE: Ward Ordinance Second Reading - Annexation #15-13

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 when the City annexes property. The City Council approved the annexation of the property owned by Propriedad, LLC on Lincoln Lane (Annexation #15-13) on December 14, 2015. This annexation requires a change in the boundaries of Ward I. Two readings are required for this action. The first reading of the ordinance was conducted by the Council on January 11, 2016 along with a public hearing. The second reading is scheduled for this meeting.

ALTERNATIVES ANALYZED

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

- Approving the ordinance will modify the boundaries of Ward I to include the Propriedad, LLC property.
- Denying the ordinance will not modify the boundaries of Ward I and create a problem where property inside the City Limits is not within one of the City Ward Boundaries.

FINANCIAL IMPACT

There is no budget/financial impact from this action.

RECOMMENDATION

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

APPROVED BY CITY ADMINISTRATOR

Attachments

Ward Ordinance

ORDINANCE NO. 16-_____

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 I 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 I the following described real property:

A tract of land situated in the NE1/4 of Section 27, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as:

Unplatted land wholly surrounded on the west by Lincoln Lane, on the south, Block 1 of La Ray Subdivision, Recorded July 28, 1960, under Document Number 645872, on the east, Block 2 of Griffing Subdivision, Recorded October 8, 1957, under Document Number 590378, on the north, Certificate of Survey No. 3176, Recorded November 12, 2003, under Document Number 3263321: Including all adjacent right-of-way of Lincoln Lane, Griffing Drive and the alley adjacent to said Block 1 of La Ray Subdivision. Containing 2.289 gross acres and 1.983 net acres more or less.

(# 15-13) 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 11th day of January, 2016.

PASSED by the City Council on the second reading this 25th day of January, 2016.

THE CITY OF BILLINGS:

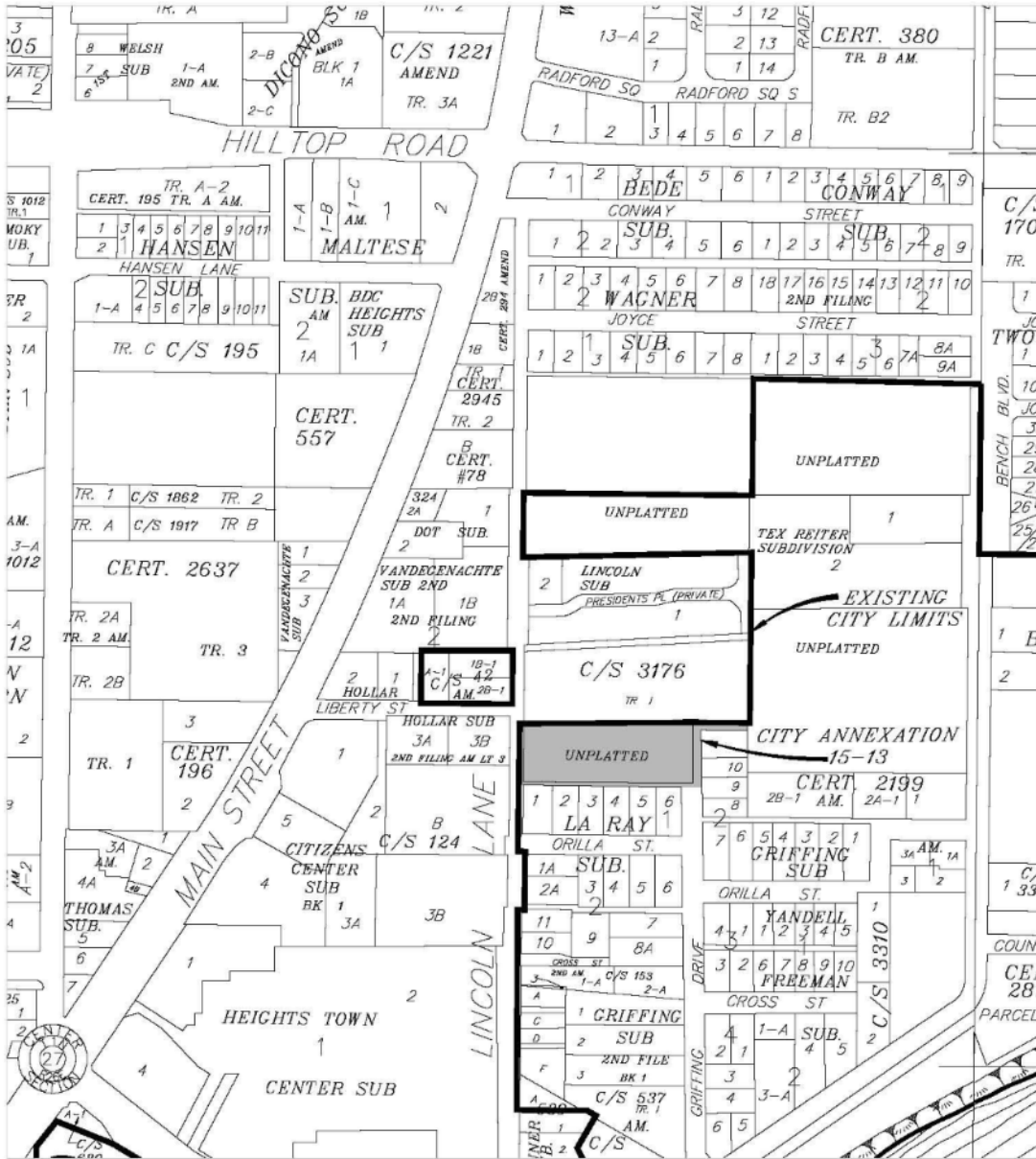
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Billie Guenther, CITY CLERK

(AN 15-13)

EXHIBIT "A"



Regular City Council Meeting

Meeting Date: 01/25/2016

TITLE: Payment of Claims December 28, 2015

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$949,222.39 have been audited and are presented for City Council payment approval. A complete listing of the claims dated December 28, 2015, is available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

council memo 12-28-2015

Check Date	Check Name	Amount	Account	Item Desc
12/28/2015	790316 Armacost Trane Service Co	\$32,366.07	5620-71200-403660	Invoice #27955. Replace damaged condensing
12/28/2015	790317 Beartooth Environmental, Inc.	\$3,655.00	1500-21120-402120	Hazardous lab clean up for meth and other
12/28/2015	790320 Billings Depot Inc	\$5,366.67	6600-31100-405310	January Rent
12/28/2015	790320 Billings Depot Inc	\$8,050.00	6700-31410-405310	January Rent
12/28/2015	790322 Bison Motors	\$27,036.52	9000-00000-229000	BD1231 - BID refund for City vehicles
12/28/2015	790324 Business Tax Section	\$398.29	2050-00000-201100	WO 15-03 2015 Street Maintenance - Overlay
12/28/2015	790324 Business Tax Section	\$299.14	6010-15530-403990	Marketing Specialties replacement of four dual
12/28/2015	790324 Business Tax Section	\$1,290.52	2010-00000-201100	WO 15-08 Exposition Gateway
12/28/2015	790324 Business Tax Section	\$105.21	5030-00000-201100	WO 15-08 Exposition Gateway
12/28/2015	790324 Business Tax Section	\$99.25	2050-00000-201100	WO 15-08 Exposition Gateway
12/28/2015	790324 Business Tax Section	\$92.32	2120-00000-201100	Payment 3 Business tax retainage release
12/28/2015	790324 Business Tax Section	\$326.93	5620-71200-403660	Invoice #27955. Replace damaged condensing
12/28/2015	790324 Business Tax Section	\$33.11	2120-43700-409390	Business tax for Ponderosa CTEP Project
12/28/2015	790330 Cmg Construction, Inc.	\$9,139.19	2120-00000-201100	payment #3-retainage release
12/28/2015	790330 Cmg Construction, Inc.	\$3,277.89	2120-43700-409390	invoice 2 ponderosa school project
12/28/2015	790334 Crowley Fleck Pplp	\$13,020.72	4980-55110-403560	Invoice 749388
12/28/2015	790336 Dana Safety Supply Inc	\$1,267.90	1500-21120-402290	Item #75882, SLI STINGER DS LED HP
12/28/2015	790336 Dana Safety Supply Inc	\$1,401.60	1500-21120-402290	Item #69260, SLI TLR-1 HL HIGH LUMEN LED
12/28/2015	790336 Dana Safety Supply Inc	\$30.92	1500-21120-402290	Item #44931, SLI THE SIEGE COMPACT
12/28/2015	790336 Dana Safety Supply Inc	\$20.25	1500-21120-402290	Freight
12/28/2015	790339 Dps Company Llc	\$4,846.00	5610-71120-402450	Remove planter on concourse
12/28/2015	790341 Dxp/Strategic Supply Inc	\$4,980.00	2200-22330-402410	200423-01 ADAPTER, CBRN, 40MM FOR AV-
12/28/2015	790341 Dxp/Strategic Supply Inc	\$27.87	2200-22330-402410	SHIPPING/HANDLING
12/28/2015	790354 Fremont Motors	\$20,154.00	9000-00000-229000	BD1232 - BID refund for City vehicles
12/28/2015	790360 Gillig Corporation	\$3,156.49	5710-00000-141714	BUS MET PO NUM 299478
12/28/2015	790369 Iaff	\$4,598.71	9000-00000-209920	Payroll Summary
12/28/2015	790376 Jtl Group Inc DbA Knife River	\$5,176.80	5020-00000-141000	SYSTEMS PO NUM 299447
12/28/2015	790377 Kadrmas Lee & Jackson	\$18,177.79	4710-31610-409310	SID 1382 Colton Boulevard
12/28/2015	790377 Kadrmas Lee & Jackson	\$2,207.20	5030-75910-409340	SID 1382 Colton Boulevard
12/28/2015	790377 Kadrmas Lee & Jackson	\$3,395.73	8400-31840-409310	SID 1382 Colton Boulevard
12/28/2015	790377 Kadrmas Lee & Jackson	\$16,614.52	2050-31310-409310	SID 1382 Colton Boulevard
12/28/2015	790380 Knife River (JTL Group Inc.)	\$127,761.19	2010-00000-201100	WO 15-08 Exposition Gateway
12/28/2015	790380 Knife River (JTL Group Inc.)	\$10,416.17	5030-00000-201100	WO 15-08 Exposition Gateway
12/28/2015	790380 Knife River (JTL Group Inc.)	\$9,826.05	2050-00000-201100	WO 15-08 Exposition Gateway
12/28/2015	790380 Knife River (JTL Group Inc.)	\$658.26	2110-31320-404520	3/4" crushed base
12/28/2015	790380 Knife River (JTL Group Inc.)	\$39,429.72	2050-00000-201100	WO 15-03 2015 Street Maintenance - Overlay
12/28/2015	790387 M.A.R.S. of Billings	\$2,086.00	1500-22260-403620	4072 MAC 6 (AIR VAN)
12/28/2015	790387 M.A.R.S. of Billings	\$1,781.00	1500-22260-403620	4088 TENDER 1
12/28/2015	790388 Mailing Technical Services	\$200.44	0100-15120-403110	Finance
12/28/2015	790388 Mailing Technical Services	\$3,692.52	6050-15150-403110	Postage Fund (weekly bills)
12/28/2015	790389 Marketing Specialties Inc	\$29,614.86	6010-15530-403990	Replacement of four dual product, duel hose fuel
12/28/2015	790390 Mead & Hunt Inc	\$3,011.60	5610-71100-403590	Invoice #256915. Airfare Monitoring November
12/28/2015	790393 Midland Implement	\$15,889.80	9000-00000-229000	BD1230 - BID refund for PRPL mower
12/28/2015	790394 Midland Implement	\$5,474.20	9000-00000-229000	BD1229 - BID refund for PRPL Mower
12/28/2015	790395 Missoula Police Dept	\$64,598.65	2520-21490-407860	Personnel and related expenses.
12/28/2015	790397 Montana Dakota Utilities Co	\$135.03	5210-15950-403440	79915212090
12/28/2015	790397 Montana Dakota Utilities Co	\$28.52	0100-51260-403440	0619431000 6
12/28/2015	790397 Montana Dakota Utilities Co	\$248.11	6500-15660-403440	1307331000 8
12/28/2015	790397 Montana Dakota Utilities Co	\$433.64	1500-22210-403440	4421901000 4
12/28/2015	790397 Montana Dakota Utilities Co	\$2,333.87	6500-15660-403440	7576331000 2
12/28/2015	790397 Montana Dakota Utilities Co	\$3,076.42	6500-15660-403440	9897331000 0
12/28/2015	790397 Montana Dakota Utilities Co	\$215.66	5610-71170-403440	283 116 0655 3. IP-12. December 2015
12/28/2015	790397 Montana Dakota Utilities Co	\$147.52	5610-71170-403440	295 580 1000 4. Aero Interiors. December 2015
12/28/2015	790397 Montana Dakota Utilities Co	\$392.70	5610-71170-403440	185 580 1000 7. TSA Building. December 2015
12/28/2015	790397 Montana Dakota Utilities Co	\$1,370.08	5610-71190-403440	889 373 1000 6. Car Wash. December 2015
12/28/2015	790397 Montana Dakota Utilities Co	\$474.34	5610-71190-403440	129 573 1000 1. Mud Wash. December 2015
12/28/2015	790397 Montana Dakota Utilities Co	\$174.89	5610-71190-403440	229 573 1000 0. Detail Bay 1 Hertz. December
12/28/2015	790397 Montana Dakota Utilities Co	\$157.04	5610-71190-403440	629 573 1000 6. Detail Bay 2 National/Alamo.
12/28/2015	790397 Montana Dakota Utilities Co	\$111.78	5610-71190-403440	329 573 100 9. Detail Bay 3 Enterprise. December
12/28/2015	790397 Montana Dakota Utilities Co	\$117.92	5610-71190-403440	429 573 1000 8. Detail Bay 4 Avis/Budget.
12/28/2015	790397 Montana Dakota Utilities Co	\$84.44	5610-71190-403440	529 573 1000 7. Detail Bay 5 Thrifty/Dollar.
12/28/2015	790397 Montana Dakota Utilities Co	\$823.01	1500-21710-403440	1692331000 3
12/28/2015	790397 Montana Dakota Utilities Co	\$1,438.18	5610-71130-403440	2855801000 6
12/28/2015	790397 Montana Dakota Utilities Co	\$4,885.38	5120-84000-403440	2937801000 2
12/28/2015	790397 Montana Dakota Utilities Co	\$9,770.76	5120-84000-403440	2937801000 2
12/28/2015	790397 Montana Dakota Utilities Co	\$4,885.37	5120-84000-403440	2937801000 2
12/28/2015	790397 Montana Dakota Utilities Co	\$55.31	1500-21150-403410	51411704789
12/28/2015	790397 Montana Dakota Utilities Co	\$66.24	5020-74000-403440	3735801000 9
12/28/2015	790397 Montana Dakota Utilities Co	\$66.24	5020-74000-403440	3735801000 9
12/28/2015	790397 Montana Dakota Utilities Co	\$381.39	0100-51270-403440	4377801000 9
12/28/2015	790397 Montana Dakota Utilities Co	\$92.31	0100-51120-403410	5014731000 2
12/28/2015	790397 Montana Dakota Utilities Co	\$71.64	5020-74000-403440	5413801000 1
12/28/2015	790397 Montana Dakota Utilities Co	\$124.08	6600-31100-403440	5953731000 1
12/28/2015	790397 Montana Dakota Utilities Co	\$186.12	6700-31410-403440	5953731000 1
12/28/2015	790397 Montana Dakota Utilities Co	\$5,765.56	5610-71120-403440	5955801000 1
12/28/2015	790397 Montana Dakota Utilities Co	\$31.47	5120-85000-403440	5967331000 5
12/28/2015	790397 Montana Dakota Utilities Co	\$1,241.07	5610-71170-403440	7065801000 7

Check Date	Check	Name	Amount	Account	Item Desc
12/28/2015	790397	Montana Dakota Utilities Co	\$15.75	5210-15920-403440	7173531000 6
12/28/2015	790397	Montana Dakota Utilities Co	\$15.18	5610-71170-403440	8065801000 6
12/28/2015	790397	Montana Dakota Utilities Co	\$775.64	1500-22210-403440	8858801000 4
12/28/2015	790397	Montana Dakota Utilities Co	\$31.28	5020-74000-403440	9215801000 6
12/28/2015	790397	Montana Dakota Utilities Co	\$2,823.55	6500-15670-403440	9297801000 4
12/28/2015	790397	Montana Dakota Utilities Co	\$32.59	5120-85000-403440	9550431000 4
12/28/2015	790397	Montana Dakota Utilities Co	\$1,449.55	5710-71430-403440	9628801000 0
12/28/2015	790397	Montana Dakota Utilities Co	\$4,770.03	2600-55120-403440	2199244851 0
12/28/2015	790397	Montana Dakota Utilities Co	\$800.47	6500-15660-403440	9937331000 4
12/28/2015	790399	Montana Municipal Interlocal Authority	\$10,102.97	6300-17530-407311	Deductible Recovery Invoice for December 2015
12/28/2015	790401	Montana State Fireman's Assoc	\$3,511.83	9000-00000-209924	Payroll Summary
12/28/2015	790405	MT Waterworks	\$7,000.00	9000-00000-229000	BD1233 - DC pipe fusion machine
12/28/2015	790407	NorthWestern Energy	\$494.57	8100-31830-403410	SILMD 008 ACCT# 0712544-6
12/28/2015	790407	NorthWestern Energy	\$505.63	8100-31830-403410	SILMD 009 ACCT# 0712545-3
12/28/2015	790407	NorthWestern Energy	\$1,393.65	8100-31830-403410	SILMD 010 ACCT# 0712546-1
12/28/2015	790407	NorthWestern Energy	\$4,252.60	8100-31830-403410	SILMD 013 ACCT# 0721276-4
12/28/2015	790407	NorthWestern Energy	\$2,080.43	8100-31830-403410	SILMD 014 ACCT# 0721277-2
12/28/2015	790407	NorthWestern Energy	\$1,210.21	8100-31830-403410	SILMD 017 ACCT# 0712553-7
12/28/2015	790407	NorthWestern Energy	\$557.36	8100-31830-403410	SILMD 171 ACCT# 0712610-5
12/28/2015	790407	NorthWestern Energy	\$1,045.06	8100-31830-403410	SILMD 161 ACCT# 0712604-8
12/28/2015	790407	NorthWestern Energy	\$60.73	8100-31830-403410	SILMD 162 ACCT# 0712605-5
12/28/2015	790407	NorthWestern Energy	\$676.26	8100-31830-403410	SILMD 163 ACCT# 0712606-3
12/28/2015	790407	NorthWestern Energy	\$371.58	8100-31830-403410	SILMD 164 ACCT# 0712607-1
12/28/2015	790407	NorthWestern Energy	\$867.96	8100-31830-403410	SILMD 165 ACCT# 0712608-9
12/28/2015	790407	NorthWestern Energy	\$232.24	8100-31830-403410	SILMD 167 ACCT# 0712609-7
12/28/2015	790407	NorthWestern Energy	\$1,207.64	8100-31830-403410	SILMD 154 ACCT# 0712598-2
12/28/2015	790407	NorthWestern Energy	\$488.22	8100-31830-403410	SILMD 155 ACCT# 0712599-0
12/28/2015	790407	NorthWestern Energy	\$905.72	8100-31830-403410	SILMD 157 ACCT# 0712600-6
12/28/2015	790407	NorthWestern Energy	\$786.59	8100-31830-403410	SILMD 158 ACCT# 0712601-4
12/28/2015	790407	NorthWestern Energy	\$1,086.15	8100-31830-403410	SILMD 159 ACCT# 0712602-2
12/28/2015	790407	NorthWestern Energy	\$705.22	8100-31830-403410	SILMD 160 ACCT# 0712603-0
12/28/2015	790407	NorthWestern Energy	\$460.40	8100-31830-403410	SILMD 147 ACCT# 0712592-5
12/28/2015	790407	NorthWestern Energy	\$1,505.18	8100-31830-403410	SILMD 149 ACCT# 0712593-3
12/28/2015	790407	NorthWestern Energy	\$743.16	8100-31830-403410	SILMD 150 ACCT# 0712594-1
12/28/2015	790407	NorthWestern Energy	\$623.84	8100-31830-403410	SILMD 151 ACCT# 0712595-8
12/28/2015	790407	NorthWestern Energy	\$4,247.53	8100-31830-403410	SILMD 152 ACCT# 0712596-6
12/28/2015	790407	NorthWestern Energy	\$534.14	8100-31830-403410	SILMD 153 ACCT# 0712597-4
12/28/2015	790407	NorthWestern Energy	\$732.34	8100-31830-403410	SILMD 138 ACCT# 0712586-7
12/28/2015	790407	NorthWestern Energy	\$244.12	8100-31830-403410	SILMD 139 ACCT# 0712587-5
12/28/2015	790407	NorthWestern Energy	\$567.29	8100-31830-403410	SILMD 143 ACCT# 0712588-3
12/28/2015	790407	NorthWestern Energy	\$27.01	8100-31830-403410	SILMD 144 ACCT# 0712589-1
12/28/2015	790407	NorthWestern Energy	\$464.48	8100-31830-403410	SILMD 145 ACCT# 0712590-9
12/28/2015	790407	NorthWestern Energy	\$352.60	8100-31830-403410	SILMD 146 ACCT# 0712591-7
12/28/2015	790407	NorthWestern Energy	\$840.84	8100-31830-403410	SILMD 131 ACCT# 0712580-0
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12/28/2015	790407	NorthWestern Energy	\$530.81	8100-31830-403410	SILMD 134 ACCT# 0712582-6
12/28/2015	790407	NorthWestern Energy	\$510.94	8100-31830-403410	SILMD 135 ACCT# 0712583-4
12/28/2015	790407	NorthWestern Energy	\$451.67	8100-31830-403410	SILMD 136 ACCT# 0712584-2
12/28/2015	790407	NorthWestern Energy	\$371.54	8100-31830-403410	SILMD 137 ACCT# 0712585-9
12/28/2015	790407	NorthWestern Energy	\$379.72	8100-31830-403410	SILMD 125 ACCT# 0712574-3
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12/28/2015	790407	NorthWestern Energy	\$696.71	8100-31830-403410	SILMD 127 ACCT# 0712576-8
12/28/2015	790407	NorthWestern Energy	\$487.70	8100-31830-403410	SILMD 128 ACCT# 0712577-6
12/28/2015	790407	NorthWestern Energy	\$325.47	8100-31830-403410	SILMD 129 ACCT# 0712578-4
12/28/2015	790407	NorthWestern Energy	\$123.87	8100-31830-403410	SILMD 130 ACCT# 0712579-2
12/28/2015	790407	NorthWestern Energy	\$230.15	8100-31830-403410	SILMD 118 ACCT# 0712567-7
12/28/2015	790407	NorthWestern Energy	\$152.53	8100-31830-403410	SILMD 119 ACCT# 0712568-5
12/28/2015	790407	NorthWestern Energy	\$2,441.13	8100-31830-403410	SILMD 121 ACCT# 0712570-1
12/28/2015	790407	NorthWestern Energy	\$185.79	8100-31830-403410	SILMD 122 ACCT# 0712571-9
12/28/2015	790407	NorthWestern Energy	\$325.47	8100-31830-403410	SILMD 123 ACCT# 0712572-7
12/28/2015	790407	NorthWestern Energy	\$949.33	8100-31830-403410	SILMD 124 ACCT# 0712573-5
12/28/2015	790407	NorthWestern Energy	\$4,285.54	8100-31830-403410	SILMD 109 ACCT# 0712561-0
12/28/2015	790407	NorthWestern Energy	\$185.02	8100-31830-403410	SILMD 113 ACCT# 0712562-8
12/28/2015	790407	NorthWestern Energy	\$922.22	8100-31830-403410	SILMD 114 ACCT# 0712563-6
12/28/2015	790407	NorthWestern Energy	\$216.99	8100-31830-403410	SILMD 115 ACCT# 0712564-4
12/28/2015	790407	NorthWestern Energy	\$569.60	8100-31830-403410	SILMD 116 ACCT# 0712565-1
12/28/2015	790407	NorthWestern Energy	\$3,149.16	8100-31830-403410	SILMD 117 ACCT# 0712566-9
12/28/2015	790407	NorthWestern Energy	\$89.98	8100-31830-403410	SILMD 018 ACCT# 0712554-5
12/28/2015	790407	NorthWestern Energy	\$483.44	8100-31830-403410	SILMD 095 ACCT# 0712556-0
12/28/2015	790407	NorthWestern Energy	\$13,211.32	8100-31830-403410	SILMD 097 ACCT# 0712557-8
12/28/2015	790407	NorthWestern Energy	\$1,620.07	8100-31830-403410	SILMD 099 ACCT# 0712558-6
12/28/2015	790407	NorthWestern Energy	\$2,642.87	8100-31830-403410	SILMD 100 ACCT# 0712559-4
12/28/2015	790407	NorthWestern Energy	\$1,708.78	8100-31830-403410	SILMD 107 ACCT# 0712560-2
12/28/2015	790407	NorthWestern Energy	\$12,027.38	2110-31320-403410	Signal Bills
12/28/2015	790407	NorthWestern Energy	\$530.81	8100-31830-403410	SILMD 172 ACCT# 0712611-3
12/28/2015	790407	NorthWestern Energy	\$1,161.18	8100-31830-403410	SILMD 173 ACCT# 0712612-1
12/28/2015	790407	NorthWestern Energy	\$975.38	8100-31830-403410	SILMD 174 ACCT# 0712613-9

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12/28/2015	790407	NorthWestern Energy	\$255.46	8100-31830-403410	SILMD 178 ACCT# 0712616-2
12/28/2015	790407	NorthWestern Energy	\$510.94	8100-31830-403410	SILMD 179 ACCT# 0712617-0
12/28/2015	790407	NorthWestern Energy	\$348.36	8100-31830-403410	SILMD 180 ACCT# 0712618-8
12/28/2015	790407	NorthWestern Energy	\$1,654.54	8100-31830-403410	SILMD 181 ACCT# 0712619-6
12/28/2015	790407	NorthWestern Energy	\$580.59	8100-31830-403410	SILMD 182 ACCT# 0712620-4
12/28/2015	790407	NorthWestern Energy	\$1,036.36	8100-31830-403410	SILMD 183 ACCT# 0712621-2
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12/28/2015	790407	NorthWestern Energy	\$139.35	8100-31830-403410	SILMD 185 ACCT# 0712623-8
12/28/2015	790407	NorthWestern Energy	\$632.61	8100-31830-403410	SILMD 186 ACCT# 0712624-6
12/28/2015	790407	NorthWestern Energy	\$232.24	8100-31830-403410	SILMD 187 ACCT# 0712625-3
12/28/2015	790407	NorthWestern Energy	\$278.67	8100-31830-403410	SILMD 188 ACCT# 0712626-1
12/28/2015	790407	NorthWestern Energy	\$232.24	8100-31830-403410	SILMD 189 ACCT# 0712627-9
12/28/2015	790407	NorthWestern Energy	\$1,207.64	8100-31830-403410	SILMD 190 ACCT# 0712628-7
12/28/2015	790407	NorthWestern Energy	\$414.95	8100-31830-403410	SILMD 191 ACCT# 0712629-5
12/28/2015	790407	NorthWestern Energy	\$301.90	8100-31830-403410	SILMD 192 ACCT# 0712630-3
12/28/2015	790407	NorthWestern Energy	\$743.16	8100-31830-403410	SILMD 193 ACCT# 0712631-1
12/28/2015	790407	NorthWestern Energy	\$261.79	8100-31830-403410	SILMD 194 ACCT# 0712632-9
12/28/2015	790407	NorthWestern Energy	\$218.16	8100-31830-403410	SILMD 195 ACCT# 0712633-7
12/28/2015	790407	NorthWestern Energy	\$69.96	8100-31830-403410	SILMD 196 ACCT# 0712634-5
12/28/2015	790407	NorthWestern Energy	\$69.96	8100-31830-403410	SILMD 197 ACCT# 0712635-2
12/28/2015	790407	NorthWestern Energy	\$116.12	8100-31830-403410	SILMD 198 ACCT# 0712636-0
12/28/2015	790407	NorthWestern Energy	\$222.59	8100-31830-403410	SILMD 200 ACCT# 0712637-8
12/28/2015	790407	NorthWestern Energy	\$487.70	8100-31830-403410	SILMD 201 ACCT# 0712638-6
12/28/2015	790407	NorthWestern Energy	\$805.76	8100-31830-403410	SILMD 202 INV# 0712639-4
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12/28/2015	790407	NorthWestern Energy	\$269.04	8100-31830-403410	SILMD 208 ACCT# 0712645-1
12/28/2015	790407	NorthWestern Energy	\$534.14	8100-31830-403410	SILMD 209 ACCT# 0712646-9
12/28/2015	790407	NorthWestern Energy	\$83.94	8100-31830-403410	SILMD 210 ACCT# 0712647-7
12/28/2015	790407	NorthWestern Energy	\$46.64	8100-31830-403410	SILMD 211 ACCT# 0712648-5
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12/28/2015	790407	NorthWestern Energy	\$27.99	8100-31830-403410	SILMD 213 ACCT# 0712650-1
12/28/2015	790407	NorthWestern Energy	\$468.62	8100-31830-403410	SILMD 214 ACCT# 0712651-9
12/28/2015	790407	NorthWestern Energy	\$139.35	8100-31830-403410	SILMD 216 ACCT# 0712652-7
12/28/2015	790407	NorthWestern Energy	\$389.17	8100-31830-403410	SILMD 217 ACCT# 0712653-5
12/28/2015	790407	NorthWestern Energy	\$193.42	8100-31830-403410	SILMD 220 ACCT# 0712654-3
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12/28/2015	790407	NorthWestern Energy	\$73.80	8100-31830-403410	SILMD 222 ACCT# 0712656-8
12/28/2015	790407	NorthWestern Energy	\$111.92	8100-31830-403410	SILMD 223 ACCT# 0712657-6
12/28/2015	790407	NorthWestern Energy	\$1,824.86	8100-31830-403410	SILMD 224 ACCT# 0712658-4
12/28/2015	790407	NorthWestern Energy	\$386.43	8100-31830-403410	SILMD 225 ACCT# 0712659-2
12/28/2015	790407	NorthWestern Energy	\$300.71	8100-31830-403410	SILMD 226 ACCT# 0712660-0
12/28/2015	790407	NorthWestern Energy	\$608.35	8100-31830-403410	SILMD 227 ACCT# 0712661-8
12/28/2015	790407	NorthWestern Energy	\$786.59	8100-31830-403410	SILMD 228 ACCT# 0712662-6
12/28/2015	790407	NorthWestern Energy	\$406.86	8100-31830-403410	SILMD 229 ACCT# 0712663-4
12/28/2015	790407	NorthWestern Energy	\$949.34	8100-31830-403410	SILMD 230 ACCT# 0712664-2
12/28/2015	790407	NorthWestern Energy	\$569.60	8100-31830-403410	SILMD 231 ACCT# 0712665-9
12/28/2015	790407	NorthWestern Energy	\$2,468.25	8100-31830-403410	SILMD 232 ACCT# 0712666-7
12/28/2015	790407	NorthWestern Energy	\$816.17	8100-31830-403410	SILMD 233 ACCT# 0712667-5
12/28/2015	790407	NorthWestern Energy	\$481.74	8100-31830-403410	SILMD 234 ACCT# 0712668-3
12/28/2015	790407	NorthWestern Energy	\$514.47	8100-31830-403410	SILMD 235 ACCT# 0712669-1
12/28/2015	790407	NorthWestern Energy	\$163.61	8100-31830-403410	SILMD 236 ACCT# 0712670-9
12/28/2015	790407	NorthWestern Energy	\$394.80	8100-31830-403410	SILMD 237 ACCT# 0712671-7
12/28/2015	790407	NorthWestern Energy	\$14.78	8100-31830-403410	SILMD 238 ACCT# 0712672-5
12/28/2015	790407	NorthWestern Energy	\$92.90	8100-31830-403410	SILMD 239 ACCT# 0712673-3
12/28/2015	790407	NorthWestern Energy	\$392.66	8100-31830-403410	SILMD 240 ACCT# 0712674-1
12/28/2015	790407	NorthWestern Energy	\$612.82	8100-31830-403410	SILMD 241 ACCT# 0712675-8
12/28/2015	790407	NorthWestern Energy	\$81.38	8100-31830-403410	SILMD 242 ACCT# 0712676-6
12/28/2015	790407	NorthWestern Energy	\$108.50	8100-31830-403410	SILMD 244 ACCT# 0712677-4
12/28/2015	790407	NorthWestern Energy	\$85.66	8100-31830-403410	SILMD 245 ACCT# 0712678-2
12/28/2015	790407	NorthWestern Energy	\$325.47	8100-31830-403410	SILMD 246 ACCT# 0712679-0
12/28/2015	790407	NorthWestern Energy	\$1,153.07	8100-31830-403410	SILMD 247 ACCT# 0712680-8
12/28/2015	790407	NorthWestern Energy	\$2,441.27	8100-31830-403410	SILMD 248 ACCT# 0712681-6
12/28/2015	790407	NorthWestern Energy	\$2,685.26	8100-31830-403410	SILMD 249 ACCT# 0718734-7
12/28/2015	790407	NorthWestern Energy	\$224.68	8100-31830-403410	SILMD 250 ACCT# 0719001-0
12/28/2015	790407	NorthWestern Energy	\$3,860.62	8100-31830-403410	SILMD 251 ACCT# 0718801-4
12/28/2015	790407	NorthWestern Energy	\$542.48	8100-31830-403410	SILMD 252 ACCT# 0719162-0
12/28/2015	790407	NorthWestern Energy	\$1,910.64	8100-31830-403410	SILMD 253 ACCT# 0719644-7
12/28/2015	790407	NorthWestern Energy	\$147.59	8100-31830-403410	SILMD 254 ACCT# 0719763-5
12/28/2015	790407	NorthWestern Energy	\$161.85	8100-31830-403410	SILMD 255 ACCT# 0720813-5
12/28/2015	790407	NorthWestern Energy	\$861.76	8100-31830-403410	SILMD 257 ACCT# 0720360-7
12/28/2015	790407	NorthWestern Energy	\$2,568.21	8100-31830-403410	SILMD 258 ACCT# 0720606-3

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12/28/2015	790407	NorthWestern Energy	\$488.22	8100-31830-403410	SILMD 261 ACCT# 0720705-3
12/28/2015	790407	NorthWestern Energy	\$3,084.36	8100-31830-403410	SILMD 262 ACCT# 0720937-2
12/28/2015	790407	NorthWestern Energy	\$957.34	8100-31830-403410	SILMD 263 ACCT# 0720716-0
12/28/2015	790407	NorthWestern Energy	\$161.01	8100-31830-403410	SILMD 264 ACCT# 0721427-3
12/28/2015	790407	NorthWestern Energy	\$342.14	8100-31830-403410	SILMD 265 ACCT# 0721556-9
12/28/2015	790407	NorthWestern Energy	\$48.20	8100-31830-403410	SILMD 266 ACCT# 0721684-9
12/28/2015	790407	NorthWestern Energy	\$76.36	8100-31830-403410	SILMD 269 ACCT# 0833098-7
12/28/2015	790407	NorthWestern Energy	\$429.44	8100-31830-403410	SILMD 270 ACCT# 0906944-4
12/28/2015	790407	NorthWestern Energy	\$985.15	8100-31830-403410	SILMD 271 ACCT# 0995095-7
12/28/2015	790407	NorthWestern Energy	\$2,749.51	8100-31830-403410	SILMD 272 ACCT# 0905005-5
12/28/2015	790407	NorthWestern Energy	\$197.39	8100-31830-403410	SILMD 273 ACCT# 0926386-4
12/28/2015	790407	NorthWestern Energy	\$65.44	8100-31830-403410	SILMD 274 ACCT# 0907926-0
12/28/2015	790407	NorthWestern Energy	\$472.17	8100-31830-403410	SILMD 276 ACCT# 0961926-3
12/28/2015	790407	NorthWestern Energy	\$806.68	8100-31830-403410	SILMD 277 ACCT# 1058710-3
12/28/2015	790407	NorthWestern Energy	\$207.24	8100-31830-403410	SILMD 278 ACCT# 1087619-1
12/28/2015	790407	NorthWestern Energy	\$60.47	8100-31830-403410	SILMD 279 ACCT# 1124127-0
12/28/2015	790407	NorthWestern Energy	\$717.58	8100-31830-403410	SILMD 280 ACCT# 1045653-1
12/28/2015	790407	NorthWestern Energy	\$65.44	8100-31830-403410	SILMD 281 ACCT# 1079722-3
12/28/2015	790407	NorthWestern Energy	\$368.42	8100-31830-403410	SILMD 283 ACCT# 1172743-5
12/28/2015	790407	NorthWestern Energy	\$333.46	8100-31830-403410	SILMD 285 ACCT# 1206985-2
12/28/2015	790407	NorthWestern Energy	\$232.49	8100-31830-403410	SILMD 286 ACCT# 1296582-8
12/28/2015	790407	NorthWestern Energy	\$138.31	8100-31830-403410	SILMD 287 ACCT# 1246537-3
12/28/2015	790407	NorthWestern Energy	\$1,745.40	8100-31830-403410	SILMD 288 ACCT# 1303978-9
12/28/2015	790407	NorthWestern Energy	\$218.78	8100-31830-403410	SILMD 289 ACCT# 1685375-6
12/28/2015	790407	NorthWestern Energy	\$143.57	8100-31830-403410	SILMD 290 ACCT# 1433921-2
12/28/2015	790407	NorthWestern Energy	\$596.74	8100-31830-403410	SILMD 292 ACCT# 1481532-8
12/28/2015	790407	NorthWestern Energy	\$232.24	8100-31830-403410	SILMD 293 ACCT# 1481534-4
12/28/2015	790407	NorthWestern Energy	\$418.04	8100-31830-403410	SILMD 294 ACCT# 1481535-1
12/28/2015	790407	NorthWestern Energy	\$108.50	8100-31830-403410	SILMD 295 ACCT# 1481536-9
12/28/2015	790407	NorthWestern Energy	\$1,230.86	8100-31830-403410	SILMD 296 ACCT# 1481537-7
12/28/2015	790407	NorthWestern Energy	\$209.02	8100-31830-403410	SILMD 297 ACCT# 1481539-3
12/28/2015	790407	NorthWestern Energy	\$185.79	8100-31830-403410	SILMD 298 ACCT# 1481540-1
12/28/2015	790407	NorthWestern Energy	\$394.23	8100-31830-403410	SILMD 300 ACCT# 1662840-6
12/28/2015	790407	NorthWestern Energy	\$1,743.11	8100-31830-403410	SILMD 301 ACCT# 1687005-7
12/28/2015	790407	NorthWestern Energy	\$309.59	8100-31830-403410	SILMD 302 ACCT# 1607534-3
12/28/2015	790407	NorthWestern Energy	\$913.85	8100-31830-403410	SILMD 305 ACCT# 1695873-8
12/28/2015	790407	NorthWestern Energy	\$302.05	8100-31830-403410	SILMD 306 ACCT# 1740353-6
12/28/2015	790407	NorthWestern Energy	\$2,854.77	8100-31830-403410	SILMD 307 ACCT# 2049005-8
12/28/2015	790407	NorthWestern Energy	\$258.31	8100-31830-403410	SILMD 308 ACCT# 2072459-7
12/28/2015	790407	NorthWestern Energy	\$372.06	8100-31830-403410	SILMD 309 ACCT# 2001311-6
12/28/2015	790407	NorthWestern Energy	\$426.92	8100-31830-403410	SILMD 310 ACCT# 2060519-2
12/28/2015	790407	NorthWestern Energy	\$278.22	8100-31830-403410	SILMD 311 ACCT# 3014475-2
12/28/2015	790407	NorthWestern Energy	\$274.58	8100-31830-403410	SILMD 312 ACCT# 3146127-0
12/28/2015	790407	NorthWestern Energy	\$53.95	8100-31830-403410	SILMD 320 Acct# 0712569-3
12/28/2015	790408	NorthWestern Energy	\$52,012.62	5120-84000-403410	725 us Hwy 87 e
12/28/2015	790408	NorthWestern Energy	\$718.92	5020-74000-403410	airport rd waldo
12/28/2015	790408	NorthWestern Energy	\$3,805.53	5020-74000-403410	1699 high sierra blvd
12/28/2015	790408	NorthWestern Energy	\$99.88	5610-71130-403410	3085107-5. New Employee Parking. December
12/28/2015	790408	NorthWestern Energy	\$3,262.57	5610-71130-403410	0100483-7. Runway Lights. December 2015
12/28/2015	790408	NorthWestern Energy	\$1,921.85	5610-71130-403410	0100484-8. ARFF Facility. December 2015
12/28/2015	790408	NorthWestern Energy	\$1,757.81	5610-71190-403410	1993430-6. Car Wash. December 2015
12/28/2015	790408	NorthWestern Energy	\$588.89	5610-71190-403410	2001846-1. Mud Wash. December 2015
12/28/2015	790408	NorthWestern Energy	\$264.68	5610-71190-403410	2001848-7. Detail Bay 1 Hertz. December 2015
12/28/2015	790408	NorthWestern Energy	\$297.66	5610-71190-403410	2001855-2. Detail Bay 2 National/Alamo.
12/28/2015	790408	NorthWestern Energy	\$185.87	5610-71190-403410	2001862-8. Detail Bay 3 Enterprise. December
12/28/2015	790408	NorthWestern Energy	\$225.22	5610-71190-403410	2001865-1. Detail Bay 4 Avis/Budget. December
12/28/2015	790408	NorthWestern Energy	\$158.94	5610-71190-403410	2001867-7. Detail Bay 5 Thrifty/Dollar. December
12/28/2015	790408	NorthWestern Energy	\$15.90	5610-71170-403410	1138926-9. Aero Interiors. December 2015
12/28/2015	790408	NorthWestern Energy	\$709.08	5610-71170-403410	1669567-8. TSA Building. December 2015
12/28/2015	790408	NorthWestern Energy	\$61.01	5610-71130-403410	0719616-5. ARFF Facility Lights. December 2015
12/28/2015	790408	NorthWestern Energy	\$362.92	5610-71170-403410	0712792-1. IP-7. December 2015
12/28/2015	790408	NorthWestern Energy	\$17.55	5610-71170-403410	0712799-6. IP-8. December 2015
12/28/2015	790408	NorthWestern Energy	\$1,354.09	5610-71170-403410	0712800-2. IP-9. December 2015
12/28/2015	790408	NorthWestern Energy	\$474.11	5610-71170-403410	0712809-3. IP-11. December 2015
12/28/2015	790408	NorthWestern Energy	\$202.47	5610-71170-403410	0712817-6. IP-House. December 2015
12/28/2015	790408	NorthWestern Energy	\$204.15	6070-22350-403410	07215809
12/28/2015	790408	NorthWestern Energy	\$16.78	0100-51120-403410	07222375
12/28/2015	790408	NorthWestern Energy	\$7.45	0100-51120-403410	07222474
12/28/2015	790408	NorthWestern Energy	\$93.65	0100-51120-403410	07222557
12/28/2015	790408	NorthWestern Energy	\$20.41	0100-51120-403410	07222664
12/28/2015	790408	NorthWestern Energy	\$12.23	0100-51120-403410	07222698
12/28/2015	790408	NorthWestern Energy	\$12.06	0100-51120-403410	07222920
12/28/2015	790408	NorthWestern Energy	\$29.18	0100-51120-403410	07222938
12/28/2015	790408	NorthWestern Energy	\$12.12	0100-51120-403410	07229057
12/28/2015	790408	NorthWestern Energy	\$159.47	0100-51120-403410	07230352

Check Date	Check	Name	Amount	Account	Item Desc
12/28/2015	790408	NorthWestern Energy	\$8.95	0100-51120-403410	07230360
12/28/2015	790408	NorthWestern Energy	\$189.41	0100-51120-403410	07230378
12/28/2015	790408	NorthWestern Energy	\$48.17	0100-51120-403410	07230428
12/28/2015	790408	NorthWestern Energy	\$20.04	0100-51120-403410	07230550
12/28/2015	790408	NorthWestern Energy	\$20.28	0100-51120-403410	07230568
12/28/2015	790408	NorthWestern Energy	\$10.83	0100-51120-403410	07230576
12/28/2015	790408	NorthWestern Energy	\$22.60	0100-51120-403410	07230584
12/28/2015	790408	NorthWestern Energy	\$74.28	0100-51120-403410	07229339
12/28/2015	790408	NorthWestern Energy	\$334.52	6600-31100-403410	Electricity
12/28/2015	790408	NorthWestern Energy	\$501.79	6700-31410-403410	Electricity
12/28/2015	790408	NorthWestern Energy	\$9.30	0100-51120-403410	07230907
12/28/2015	790408	NorthWestern Energy	\$7.45	0100-51120-403410	07231624
12/28/2015	790408	NorthWestern Energy	\$7.57	0100-51120-403410	07236441
12/28/2015	790408	NorthWestern Energy	\$7.45	0100-51120-403410	07236458
12/28/2015	790408	NorthWestern Energy	\$46.64	0100-51120-403410	07894371
12/28/2015	790408	NorthWestern Energy	\$2,702.84	1500-22210-403410	FIRE1: MONTHLY ELECTRIC SERVICE - ACCT
12/28/2015	790413	Public Utilities	\$2,518.56	5120-84000-403420	111176
12/28/2015	790413	Public Utilities	\$55.01	2910-66980-407275	Foreclosure Program - 619 Custer Ave 12/9/15 billing statement (\$.84 late charges +
12/28/2015	790414	Qwest Communications	\$53.40	2250-22320-403450	Qwest 406-245-2296 911 Qwest
12/28/2015	790414	Qwest Communications	\$45.65	2250-22320-403450	Qwest 406-245-3107 911 Qwest
12/28/2015	790414	Qwest Communications	\$45.65	2250-22320-403450	Qwest 406-245-3108 911 Qwest
12/28/2015	790414	Qwest Communications	\$39.44	5020-74000-403450	Qwest 406-245-3659 PUD Airport Water Tower
12/28/2015	790414	Qwest Communications	\$45.66	5610-71150-403450	Qwest 406-245-5834 Airport Alarm
12/28/2015	790414	Qwest Communications	\$119.32	1500-22250-403450	Qwest 406-245-7469 Fire
12/28/2015	790414	Qwest Communications	\$45.66	1500-21110-403450	Qwest 406-245-7481 Police
12/28/2015	790414	Qwest Communications	\$228.20	6060-19310-403450	Qwest 406-248-3049 Main System T1 City/County
12/28/2015	790414	Qwest Communications	\$311.26	6070-22350-403450	Qwest 406-248-3635 Fire Airport Radio Tower
12/28/2015	790414	Qwest Communications	\$311.26	6070-22350-403450	Qwest 406-248-3636 Fire Airport Radio Tower
12/28/2015	790414	Qwest Communications	\$47.81	5210-15920-403450	Qwest 406-252-2041 Park 2 Elevator Phone
12/28/2015	790414	Qwest Communications	\$47.03	5710-71410-403450	Qwest 406-254-7038 MET Transit
12/28/2015	790414	Qwest Communications	\$51.44	6010-15500-403450	Qwest 406-256-5047 Motor Pool
12/28/2015	790414	Qwest Communications	\$49.91	5610-71140-403450	Qwest 406-256-7070 Airport
12/28/2015	790414	Qwest Communications	\$31.12	5120-85000-403450	Qwest 406-259-2328 PUD Sahara Sand Lift
12/28/2015	790414	Qwest Communications	\$47.03	2110-31320-403450	Qwest 406-259-3298 PW Traffic 3728 McDougall
12/28/2015	790414	Qwest Communications	\$57.70	6600-31100-403450	Qwest 406-259-7758 Measured Lines Depot 60% 6700 31410 403450 40% 6600 31100 403450
12/28/2015	790414	Qwest Communications	\$86.54	6700-31410-403450	Qwest 406-259-7758 Measured Lines Depot 60% 6700 31410 403450 40% 6600 31100 403450
12/28/2015	790414	Qwest Communications	\$118.32	1500-22250-403450	Qwest 406-373-3742 Fire RR Crossing Alarm
12/28/2015	790414	Qwest Communications	\$47.81	2250-22320-403450	Qwest 406-651-0282 Fire 5 911 Line
12/28/2015	790414	Qwest Communications	\$34.12	2110-31320-403450	Qwest 406-652-8104 PW Traffic Signal 24
12/28/2015	790414	Qwest Communications	\$33.19	2400-43010-407214	Qwest 406-656-9578 Planning Traffic Central
12/28/2015	790414	Qwest Communications	\$33.19	2400-43010-407214	Qwest 406-656-9604 Planning Traffic Central 9th
12/28/2015	790414	Qwest Communications	\$54.50	5610-71170-403450	Qwest 406-256-6014 Airport P9 Building
12/28/2015	790414	Qwest Communications	\$54.50	5610-71150-403450	Qwest 406-252-0721 Airport 1FB Line
12/28/2015	790414	Qwest Communications	\$311.26	2250-22320-403450	Qwest 406-245-7101 9-1-1 Center Landfill #2
12/28/2015	790414	Qwest Communications	\$311.26	2250-22320-403450	Qwest 406-245-7102 9-1-1 Center Fox Reservoir
12/28/2015	790414	Qwest Communications	\$49.16	5410-31230-403450	Qwest 406-256-7001 Solid Waste Scale House 5410 31230 403450
12/28/2015	790417	Sanderson Stewart	\$23,448.30	2010-00000-201100	WO 15-08 Exposition Gateway
12/28/2015	790417	Sanderson Stewart	\$3,298.75	5030-00000-201100	WO 15-08 Exposition Gateway
12/28/2015	790417	Sanderson Stewart	\$2,119.63	2050-00000-201100	WO 15-08 Exposition Gateway
12/28/2015	790418	Secor	\$11,196.56	9000-00000-229000	BD1234 - Pipe Fusion Machine
12/28/2015	790422	Skyline Services, Inc	\$3,335.00	5710-71480-402450	Pressure wash sidewalks at DTTC
12/28/2015	790422	Skyline Services, Inc	\$1,695.00	5610-71120-403660	FY16 Window Washing Services
12/28/2015	790429	Tetra Tech, Inc.	\$5,193.35	5410-31230-403590	Landfill monitoring and consulting Year 2 of
12/28/2015	790429	Tetra Tech, Inc.	\$817.00	5410-31230-403590	Landfill monitoring and consulting Year 2 of
12/28/2015	790431	Town & Country Supply Association	\$14,144.50	5610-71180-402313	Invoice #217562. QTA Car Rental Fuel
12/28/2015	790431	Town & Country Supply Association	\$470.85	1500-22260-402310	219656: FIRE 1 - UNLEADED DELIVERED
12/28/2015	790431	Town & Country Supply Association	\$165.74	1500-22260-402310	219656: FIRE 5 - UNLEADED
12/28/2015	790431	Town & Country Supply Association	\$533.03	1500-22260-402310	219656 FIRE 1, 3, 5: #2 DYED DIESEL
12/28/2015	790431	Town & Country Supply Association	\$448.49	1500-22260-402310	219656 FIRE 1, 3, 5: #21DYED DIESEL
12/28/2015	790437	Verizon Wireless	\$200.09	1500-21700-403450	Animal Shelter MDT
12/28/2015	790437	Verizon Wireless	\$657.78	7170-21660-403450	CCSIU Cell/PTT
12/28/2015	790437	Verizon Wireless	\$40.01	7170-21660-403450	CCSIU Air Card
12/28/2015	790437	Verizon Wireless	\$80.02	7170-21660-403450	CCSIU RAVEN City Administration 406-839-4295 Bruce McCandless
12/28/2015	790437	Verizon Wireless	\$40.01	0100-13130-403450	iPad
12/28/2015	790437	Verizon Wireless	\$80.02	0100-43210-403450	Code Enforcement Air Cards
12/28/2015	790437	Verizon Wireless	\$40.01	1500-22210-403450	Fire MiFi 406-839-3253
12/28/2015	790437	Verizon Wireless	\$40.01	2200-22330-402410	Fire HAZMAT MDT 406-670-1284
12/28/2015	790437	Verizon Wireless	\$840.31	1500-22210-403450	Fire MDT
12/28/2015	790437	Verizon Wireless	\$40.01	6200-19110-403450	ITD

Check Date	Check	Name	Amount	Account	Item Desc
12/28/2015	790437	Verizon Wireless	\$80.02	2600-55170-403450	Library Outreach Air Cards
12/28/2015	790437	Verizon Wireless	\$4,121.44	1500-21110-403450	Police MDT Toughbooks
12/28/2015	790437	Verizon Wireless	\$470.28	5710-71470-403160	MET Transit Tablets
12/28/2015	790437	Verizon Wireless	\$40.01	1500-21110-403450	Police ICAC 406-690-7347
12/28/2015	790437	Verizon Wireless	\$40.01	1500-21110-403450	Police MiFi 406-633-0820
12/28/2015	790437	Verizon Wireless	\$40.01	1500-21110-403450	Police US Marshall Toughbooks PRPL-PARKS PMD Air Card
12/28/2015	790437	Verizon Wireless	\$40.01	0100-51120-403450	406-794-6977
12/28/2015	790437	Verizon Wireless	\$240.06	2090-44510-403450	PW-Building Air Cards PW-Distribution Collection Tablets 60%/40% 60% 5020-75000-403450
12/28/2015	790437	Verizon Wireless	\$264.06	5020-75000-403450	40% 5120-85000-403450 PW-Distribution Collection Tablets 60%/40% 60% 5020-75000-403450
12/28/2015	790437	Verizon Wireless	\$176.05	5120-85000-403450	40% 5120-85000-403450
12/28/2015	790437	Verizon Wireless	\$140.06	6700-31410-403450	PW Engineering PW-Streets 406-697-0361 iPad
12/28/2015	790437	Verizon Wireless	\$70.03	2110-31320-403450	406-633-1991 iPad PWBELKNAP-AIR 60% 40% 60% 5020-75000-403450
12/28/2015	790437	Verizon Wireless	\$18.02	5020-75000-403450	40% 5120-85000-403450 PWBELKNAP-AIR 60% 40% 60% 5020-75000-403450
12/28/2015	790437	Verizon Wireless	\$12.00	5120-85000-403450	40% 5120-85000-403450 Meter Reader Account 4420118965-00001 Meter Reader 5020-73120-403450 Streets School Flasher Program 2110-31320- 403450
12/28/2015	790437	Verizon Wireless	\$91.43	2110-31320-403450	Meter Reader Account 4420118965-00001 Meter Reader 5020-73120-403450 Streets School Flasher Program 2110-31320- 403450
12/28/2015	790437	Verizon Wireless	\$202.91	5020-73120-403450	403450
12/28/2015	790437	Verizon Wireless	\$120.03	7170-21660-403450	CCSIU MDT PW-DIS-COLL CITYWORKS 60%/40% 5020-75000-403450 60%
12/28/2015	790437	Verizon Wireless	\$192.04	5020-75000-403450	5120-85000-403450 40% PW-DIS-COLL CITYWORKS 60%/40% 5020-75000-403450 60%
12/28/2015	790437	Verizon Wireless	\$128.04	5120-85000-403450	5120-85000-403450 40% POLICE IPAD ST JOHN 406-690-5955 POLICE IPAD HAFNER 406-690-2161
12/28/2015	790437	Verizon Wireless	\$80.02	1500-21110-403450	1500-21110-403450 PW-STREETS CITY WORKS
12/28/2015	790437	Verizon Wireless	\$240.06	2110-31320-403450	2110-31320-403450 PARKING 406-690-5822
12/28/2015	790437	Verizon Wireless	\$40.01	5210-15210-403450	5210-15210-403450 PWBLNP COMM-METER CityWorks/Neptune
12/28/2015	790437	Verizon Wireless	\$280.07	5020-73120-403450	5020-73120-403450
12/28/2015	790443	Yellowstone Valley Animal Shelter	\$22,146.92	1500-21700-403990	contract 12-22-15\1-21-16

Regular City Council Meeting

Meeting Date: 01/25/2016

TITLE: Payment of Claims January 4, 2016

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$2,290,998.23 have been audited and are presented for City Council payment approval. A complete listing of the claims dated January 4, 2016 is available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

council memo 01-04-2016

Check Date	Check Name	Amount	Account	Item Desc
01/04/2016	790445 Ace Electric Inc	\$2,550.17	5120-84300-403660	underground feeder repair
01/04/2016	790445 Ace Electric Inc	\$400.00	5020-74000-402450	smoke alarms
01/04/2016	790452 Bcs Scrip	\$10,000.00	6270-17520-401430	January Health Incentives
01/04/2016	790458 Billings Tourism	\$878,970.00	7790-15760-407679	Paid November, distributed December 2015
01/04/2016	790465 Business Tax Section	\$470.11	5030-00000-201100	WO 14-13 Elysian Area Water & Sewer
01/04/2016	790465 Business Tax Section	\$1,080.88	5130-00000-201100	WO 14-13 Elysian Area Water & Sewer
01/04/2016	790465 Business Tax Section	\$59.93	8400-31840-409310	WO 15-06 Poly Dr - 32nd St W to 38th St W
01/04/2016	790465 Business Tax Section	\$6,234.05	8450-31860-409310	WO 15-06 Poly Dr - 32nd St W to 38th St W
01/04/2016	790465 Business Tax Section	\$572.61	4470-31650-409311	WO 15-06 Poly Dr - 32nd St W to 38th St W
01/04/2016	790468 Cmg Construction, Inc.	\$5,933.07	8400-31840-409310	WO 15-06 Poly Dr - 32nd St W to 38th St W
01/04/2016	790468 Cmg Construction, Inc.	\$617,171.45	8450-31860-409310	WO 15-06 Poly Dr - 32nd St W to 38th St W
01/04/2016	790468 Cmg Construction, Inc.	\$56,688.05	4470-31650-409311	WO 15-06 Poly Dr - 32nd St W to 38th St W
01/04/2016	790471 Crane Tech Services & Material Handling, Inc.	\$3,150.00	5020-74000-403660	annual crane hoist inspection see invoice
01/04/2016	790471 Crane Tech Services & Material Handling, Inc.	\$175.00	5020-74000-403660	annual crane hoist on pump stations
01/04/2016	790471 Crane Tech Services & Material Handling, Inc.	\$175.00	5020-74000-403660	annual crane hoist on pump stations
01/04/2016	790471 Crane Tech Services & Material Handling, Inc.	\$175.00	5020-74000-403660	annual crane hoist on pump stations
01/04/2016	790471 Crane Tech Services & Material Handling, Inc.	\$350.00	5020-74000-403660	annual crane hoist on pump stations
01/04/2016	790471 Crane Tech Services & Material Handling, Inc.	\$175.00	5020-74000-403660	annual crane hoist on pump stations
01/04/2016	790471 Crane Tech Services & Material Handling, Inc.	\$175.00	5020-74000-403660	annual crane hoist on pump stations
01/04/2016	790471 Crane Tech Services & Material Handling, Inc.	\$350.00	5020-74000-403660	annual crane hoist on pump stations
01/04/2016	790471 Crane Tech Services & Material Handling, Inc.	\$225.00	5020-74000-403660	annual crane hoist on pump stations
01/04/2016	790471 Crane Tech Services & Material Handling, Inc.	\$175.00	5120-85000-403660	lakehills sewer lift station
01/04/2016	790473 Dell Computer L P	\$1,294.82	0100-51210-402925	(1) Dell OptiPlex 3020 24 inch monitor Melonie Parks & Rec
01/04/2016	790473 Dell Computer L P	\$3,203.34	0100-51210-402925	(3) Dell OptiPlex 3020 (no monitors)
01/04/2016	790473 Dell Computer L P	\$2,938.50	1500-21500-402925	(2) Dell OptiPlex 9020 (No Monitors) POLICE
01/04/2016	790474 Donnes Inc	\$2,500.00	5020-74000-403660	07 21 2015 long stick exc for intake channel
01/04/2016	790475 Downtown Billings BID, Inc.	\$129,638.52	7800-15750-407680	Paid November, distributed December 2015
01/04/2016	790476 Downtown Billings Partnership, Inc.	\$64,584.25	2030-15130-407946	142 - 3rd Qtr FY16 TIF
01/04/2016	790476 Downtown Billings Partnership, Inc.	\$7,000.00	2030-15130-407968	142 - 2 Property Appraisals reimbursement
01/04/2016	790491 Granite Peak Pump Service Inc	\$2,641.87	8730-51990-403670	Pump repairs.
01/04/2016	790492 Great West Engineering, Inc	\$758.26	5440-00000-201100	WO 11-19 Landfill Phase 5 Expansion
01/04/2016	790492 Great West Engineering, Inc	\$20,151.65	5440-31230-409390	WO 12-29 Solid Waste Management Amend#2
01/04/2016	790497 I D Corporation	\$3,242.86	6500-15660-403990	Inv. 10098 Electrical at City Shops
01/04/2016	790501 Kadrmass Lee & Jackson	\$14,573.81	5030-74910-409390	WO 14-09 Briarwood Reservoir Expansion; CO#1
01/04/2016	790504 L N Curtis & Sons	\$3,060.00	1500-22260-402320	3164856
01/04/2016	790504 L N Curtis & Sons	\$20.55	1500-22260-402320	3164856
01/04/2016	790511 MES-NW	\$11,129.00	1500-22290-402640	EV1: TRADITIONAL FIRE HELMETS (RED OR
01/04/2016	790513 Midland West Manufacturing Co	\$45,000.00	2110-31320-409420	fabrication of snow blower chute for Oshkosh
01/04/2016	790516 Montana Department Of Administration	\$3,000.00	0100-15120-403530	FY2015 CAFR submittal fee
01/04/2016	790518 Morrison Maierle Inc	\$29,672.55	5130-00000-201100	WO 15-01 2015 Water & Sewer Replacement
01/04/2016	790527 NorthWestern Energy	\$1,329.13	0100-51270-403410	Monthly electrical charges for office.
01/04/2016	790527 NorthWestern Energy	\$2,327.56	5020-74000-403410	3116 17th st west
01/04/2016	790527 NorthWestern Energy	\$2,327.55	5020-74000-403410	3116 17th st west
01/04/2016	790527 NorthWestern Energy	\$2,508.97	5020-73140-403410	2251 Belknap
01/04/2016	790527 NorthWestern Energy	\$13,381.18	5020-74000-403410	2251 Belknap
01/04/2016	790527 NorthWestern Energy	\$50,179.43	5020-74000-403410	2251 Belknap
01/04/2016	790527 NorthWestern Energy	\$836.32	5120-83140-403410	2251 Belknap
01/04/2016	790533 Qwest Communications	\$95.62	5610-71120-403450	Qwest 406-252-9412 Airport
01/04/2016	790533 Qwest Communications	\$47.81	0100-51400-403450	Qwest 406-652-0269 Cemetery FAX Line
01/04/2016	790533 Qwest Communications	\$49.91	0100-51120-403450	Qwest 406-652-5507 Parks
01/04/2016	790533 Qwest Communications	\$36.53	0100-51210-403450	Qwest 406-652-8403 Stewart Park Batting Cages
01/04/2016	790533 Qwest Communications	\$33.19	0100-51120-403450	Qwest 406-657-3014 Parks 3890 Stillwater
01/04/2016	790533 Qwest Communications	\$2,693.09	6060-19310-403450	Qwest 406-657-8377 Main System Centrex
01/04/2016	790533 Qwest Communications	\$104.76	6060-19310-403450	Qwest 406-657-3009 PUD Measured Lines 406-657-3009 406-247-8579
01/04/2016	790533 Qwest Communications	\$33.19	5210-15920-403450	Qwest 406-657-3054 Park 1 Elevator Phone
01/04/2016	790533 Qwest Communications	\$71.57	6060-19310-403450	Qwest BOC Measured Lines 406-252-3774 406-252-3789
01/04/2016	790536 Riverstone Health	\$50,000.00	0100-14110-403932	City Council approved contribution/donation to the
01/04/2016	790543 Stewart Title Company	\$15,000.00	2840-65810-407277	FTHB LuNita Ruland 501 Alderson Avenue
01/04/2016	790547 Town & Country Supply Association	\$3,154.13	5710-00000-141000	BUS MET PO NUM 299512
01/04/2016	790547 Town & Country Supply Association	\$8,782.05	5710-00000-141000	BUS MET PO NUM 299512
01/04/2016	790547 Town & Country Supply Association	\$379.20	0100-51420-402310	T&C 275 gal mixed diesel 217811 122115
01/04/2016	790547 Town & Country Supply Association	\$13,700.14	6010-00000-141000	217765 PO NUM 299531
01/04/2016	790547 Town & Country Supply Association	\$3,933.93	6010-00000-141000	217834 PO NUM 299531
01/04/2016	790547 Town & Country Supply Association	\$5,382.73	6010-00000-141000	216992 PO NUM 299532
01/04/2016	790547 Town & Country Supply Association	\$554.79	5120-84000-402310	Fuel for WWTP
01/04/2016	790553 Verizon Wireless	\$478.94	5610-71100-403450	Airport
01/04/2016	790553 Verizon Wireless	\$546.58	1500-21700-403450	Animal Shelter
01/04/2016	790553 Verizon Wireless	\$214.08	7170-21660-403450	CCSIU
01/04/2016	790553 Verizon Wireless	\$54.09	0100-16110-403450	Legal
01/04/2016	790553 Verizon Wireless	\$54.08	1500-22250-403450	Comm Center 911
01/04/2016	790553 Verizon Wireless	\$67.39	6500-15650-403450	Facilities BOC Plus 70% of 406-672-3027
01/04/2016	790553 Verizon Wireless	\$89.81	6500-15670-403450	Facilities City Hall Plus 30% of 406-672-3027

Check Date	Check	Name	Amount	Account	Item Desc
01/04/2016	790553	Verizon Wireless	\$79.18	0100-15120-403450	Finance Pat Weber
01/04/2016	790553	Verizon Wireless	\$860.33	1500-22210-403450	Fire Department
01/04/2016	790553	Verizon Wireless	\$87.18	0100-17500-403450	Human Resources
01/04/2016	790553	Verizon Wireless	\$13.19	6200-19110-403450	ITD
01/04/2016	790553	Verizon Wireless	-\$3.47	2600-55170-403450	Library Outreach
01/04/2016	790553	Verizon Wireless	\$578.96	2600-55120-403450	Library
01/04/2016	790553	Verizon Wireless	\$42.89	0100-11000-403450	Mayor
01/04/2016	790553	Verizon Wireless	\$52.46	6010-15500-403450	Motor Pool
01/04/2016	790553	Verizon Wireless	\$192.23	0100-12200-403450	Drug Court
01/04/2016	790553	Verizon Wireless	\$100.28	0100-12120-403450	Municipal Court Judge
01/04/2016	790553	Verizon Wireless	\$13.19	2400-43010-403450	Planning
01/04/2016	790553	Verizon Wireless	\$3,623.58	1500-21110-403450	Police
01/04/2016	790553	Verizon Wireless	\$126.74	2510-21870-403450	Police Forensic 406-794-6880 406-698-7323
01/04/2016	790553	Verizon Wireless	\$524.12	1500-21110-403450	Police Resource Officers
01/04/2016	790553	Verizon Wireless	\$28.09	2490-21960-403450	Police DV 406-698-1391
01/04/2016	790553	Verizon Wireless	\$124.61	5210-15210-403450	Parking
01/04/2016	790553	Verizon Wireless	\$168.03	0100-51100-403450	PRPL Admin
01/04/2016	790553	Verizon Wireless	\$452.50	0100-51210-403450	PRPL Recreation
01/04/2016	790553	Verizon Wireless	\$71.71	0100-51400-403450	Cemetery
01/04/2016	790553	Verizon Wireless	\$43.97	0100-51120-403450	Parks PMD
01/04/2016	790553	Verizon Wireless	\$997.37	0100-51120-403450	Parks
01/04/2016	790553	Verizon Wireless	\$220.61	0100-51120-403450	Parks Irrigation
01/04/2016	790553	Verizon Wireless	\$61.70	6600-31100-403450	Public Works Admin
01/04/2016	790553	Verizon Wireless	\$232.17	2090-44510-403450	Building
01/04/2016	790553	Verizon Wireless	\$222.48	6700-31410-403450	Engineering
01/04/2016	790553	Verizon Wireless	\$114.63	5410-31210-403450	Solid Waste
01/04/2016	790553	Verizon Wireless	\$339.29	2110-31320-403450	Streets
01/04/2016	790553	Verizon Wireless	\$177.27	5410-31230-403450	Solid Waste On Call
01/04/2016	790553	Verizon Wireless	\$469.98	5020-75000-403450	Distribution & Collection 60% 5020-75000-403450
01/04/2016	790553	Verizon Wireless	\$313.32	5120-85000-403450	Distribution & Collection 40\$ 5120-85000-403450
01/04/2016	790553	Verizon Wireless	\$795.49	5020-74000-403450	Distribution & Collection 60% 5020-75000-403450
01/04/2016	790553	Verizon Wireless	\$442.49	5020-73120-403450	Water Treatment PWBelknap-WT
01/04/2016	790553	Verizon Wireless	\$69.80	5020-73110-403450	PWBLKNP MTRSHOP Belknap Office 60% 5020-73110-403450
01/04/2016	790553	Verizon Wireless	\$46.54	5120-83110-403450	Belknap Office 40\$ 5120-83110-403450
01/04/2016	790553	Verizon Wireless	\$58.18	5020-73140-403450	Belknap Office 60% 5020-73110-403450 Belknap Office 40\$ 5120-83110-403450
01/04/2016	790553	Verizon Wireless	\$19.40	5020-73140-403450	PWBLKNP STORES 75% 5020-73140-403450 PWBLKNP STORES 25% 5120-83140-403450
01/04/2016	790553	Verizon Wireless	\$894.26	5120-83140-403450	PWBLKNP STORES 75% 5020-73140-403450 PWBLKNP STORES 25% 5120-83140-403450
01/04/2016	790553	Verizon Wireless	\$29.98	5120-84000-403450	Wastewater Treatment Plant
01/04/2016	790553	Verizon Wireless	\$23.19	6060-19310-402122	TeleComm Manager
01/04/2016	790553	Verizon Wireless	\$92.59	6060-19310-403450	TeleComm Manager
01/04/2016	790553	Verizon Wireless	\$13.19	5710-71420-403160	On Call MET
01/04/2016	790553	Verizon Wireless	\$99.12	5710-71410-403450	MET Transit
01/04/2016	790553	Verizon Wireless	\$505.41	0100-43210-403450	Code Enforcement
01/04/2016	790553	Verizon Wireless	\$200.19	0100-51120-403450	Parks Seasonal
01/04/2016	790553	Verizon Wireless	\$200.20	5020-74000-403450	PWVLKNP ELECTRICIANS 50%/50% 50% 5020-74000-403450
01/04/2016	790553	Verizon Wireless	\$54.61	5120-84300-403450	PWVLKNP ELECTRICIANS 50%/50% 50% 5120-84300-403450
01/04/2016	790553	Verizon Wireless	\$54.61	5020-77000-403450	PWBLNP-ENVIRONMENTAL 50%/50% 50% 5020-77000-403450
01/04/2016	790553	Verizon Wireless	\$54.61	5120-87000-403450	PWBLNP-ENVIRONMENTAL 50%/50% 50% 5120-87000-403450
01/04/2016	790555	Western Municipal Construction Inc	\$46,541.18	5020-77000-403450	PWBLNP-ENVIRONMENTAL 50%/50% 50% 5120-87000-403450
01/04/2016	790555	Western Municipal Construction Inc	\$107,007.30	5030-00000-201100	WO 14-13 Elysian Area Water & Sewer
01/04/2016	790556	Western Systems Inc	\$4,972.50	5130-00000-201100	WO 14-13 Elysian Area Water & Sewer
01/04/2016	790556	Western Systems Inc	-\$163.35	2110-31320-402430	Rapid flash beacon assy for monad per attached credit on freight
01/04/2016	790556	Western Systems Inc	\$2,965.50	2110-31320-402430	radio switches per attached
01/04/2016	790556	Western Systems Inc	\$1,798.33	2110-31320-402430	radio switch per attached
01/04/2016	790556	Western Systems Inc	\$46.80	2110-31320-402430	power cable
01/04/2016	790556	Western Systems Inc	\$45.00	2110-31320-402430	shipping cost
01/04/2016	790556	Western Systems Inc	-\$35.46	2110-31320-402430	credit on freight

Regular City Council Meeting

Meeting Date: 01/25/2016

TITLE: Public Hearing and Resolution for FY16 Budget Amendments

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Montana Code allows local governments to amend their fiscal year budgets by using the same method as used for the original budget adoption: public notice, public hearing and Council adopting a resolution. The following amendments are proposed for FY 2016:

Fund 4120 - MET Transit - Federal Transportation Administration (FTA) Capital Grant Fund
The Transit Department is requesting a budget amendment for two additional 29 passenger, heavy duty, American with Disabilities Act compliant buses. Federal FTA funding was recently awarded by the State to the City of Billings for the purchase of buses. These grants are Section 5339 Federal funds which cover 85% of the purchase cost and the City will pay the remainder. MET has adequate cash to meet the local obligation.

Fund 1990 - South Tax Increment District

The South Billings Urban Renewal Association Board has determined they want a full time consultant and an office for promotion of the district. Current revenue will be used to pay for the full time consultant and office space.

Fund 0100-14110 - General Fund, Non Departmental

The amendment is for \$25,000 for the current Resource Outreach Coordinator and \$50,000 to add an additional Coordinator. The City will pay Rimrock Foundation as they will be the employer. Council approved this at the 12/21/15 regular city council meeting. General Fund reserves will be used to pay for this.

Fund 1500-22 - Public Safety, Fire; Fund 2210 - Fire Fema Grant

City match for confined space and structural collapse equipment. This will be paid from the Fire Departments FY16 budget.

Fund 2410 - Solid Waste

Public Works is implementing a solid waste route management system that will provide real-time data regarding routes, vehicle location, and customers. This system will allow for two-way communication of missed pickups, extra pickups, and customer cans that were not put out, as well as provide relief drivers with the information needed to complete a route. It will also enable supervisors to see the locations of all vehicles to allow for more efficient scheduling of drivers to return to missed pickups. The route management system is expected to reduce operational costs, improve safety for drivers, and improve customer service for residents. Public Works has sufficient cash in its Solid Waste Fund for this project.

ALTERNATIVES ANALYZED

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

FINANCIAL IMPACT

The requested budget amendments will be funded by reserves or current revenue, as described in the budget resolution exhibit and above.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the resolution approving and adopting the budget amendments for Fiscal Year 2016.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution
Exhibit A

RESOLUTION 15-

A RESOLUTION TO MAKE **FISCAL YEAR 2015/2016** ADJUSTMENTS TO APPROPRIATIONS PURSUANT TO M.C.A. 7-6-4006 AS AMENDED, AND PROVIDING TRANSFERS AND REVISIONS WITHIN THE GENERAL CLASS OF SALARIES AND WAGES, MAINTENANCE AND SUPPORT AND CAPITAL OUTLAY.

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

WHEREAS, based upon a Budget Review (**FY 2015/2016**), it is necessary to alter and change said appropriations.

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

That the attached transfers or revisions are hereby adopted.

(SEE EXHIBIT A)

PASSED AND APPROVED by the City Council, this 25th day of January, 2016.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Billie Guenther, CITY CLERK

EXHIBIT A

Revenue Expenditure

Fund 4120 - MET Transit - Federal Transportation Administration (FTA) Capital Grant Fund

The Transit Department is requesting a budget amendment for two additional 29 passenger, heavy duty, American with Disabilities Act compliant buses. Federal FTA funding was recently awarded by the State to the City of Billings for the purchase of buses. These grants are Section 5339 Federal funds which cover 85% of the purchase cost and the local share paid by the City is 15% of the same. MET has adequate cash to meet the local obligation.

4120-71560-331960	304,000		FTA Capital Grant
4120-71560-307510	76,000		Transfer from Transit Tax
4120-71560-409440		380,000	Transportation Equipment
2040-71350-408212		76,000	Transfer to Transit Capital

Fund 1990 - South Tax Increment District

The South Tax Increment Board has determined they want a full time consultant including an office for promotion of the district. Also, there was no budget for the part-time consultant in the FY16 budget. Current revenue will be used to pay for the full time consultant and office space.

1990-15050-403590		150,000	Other Professional Services
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Fund 0100-14110 - General Fund, Non Departmental

The amendment is for \$25,000 for the current Resource Outreach Coordinator and \$50,000 to add an additional Coordinator. The City will pay Rimrock Foundation as they will be the employer. Council approved this at the 12/21/15 regular city council meeting. General Fund reserves will be used to pay for this.

0100-14110-403596		25,000	Resource Outreach Coordinator
0100-14110-403596		50,000	Resource Outreach Coordinator

Fund 1500-22 - Public Safety, Fire; Fund 2210 - Fire Fema Grant

City match for confined space and structural collapse equipment. This will be paid from the Fire Departments FY16 budget.

2210-22380-307553	9,081		
1500-22210-408225		9,081	

Fund 2410 - Solid Waste

Public Works is implementing a solid waste route management system that will provide real-time data regarding routes, vehicle location, and customers. This system will allow for two-way communication of missed pickups, extra pickups, and customer cans that were not put out, as well as provide relief drivers with the information needed to complete a route. It will also enable supervisors to see the locations of all vehicles to allow for more efficient scheduling of drivers to return to missed pickups. The route management system is expected to reduce operational costs, improve safety for drivers, and improve customer service for residents. Public Works has sufficient cash in its Solid Waste Fund for this project.

5410-31220-409450		330,000	Solid Waste Route Management System
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Regular City Council Meeting

Meeting Date: 01/25/2016

TITLE: Public Hearing and Resolution Creating SILMD 321

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

The Engineering Division has a street reconstruction project planned for Grand Avenue between Zimmerman Trail and Shiloh Road in the summer of 2016. The project will include the installation of new street lights between 30th Street West and Country Manor Boulevard. At the December 21, 2015 meeting, Council passed the Resolution of Intention to Create SILMD 321 and set a public hearing for January 25, 2016. Legal notice of the proposed district was published and mailed to all property owners in the proposed district in accordance with State law.

The new lighting will use steel mast arm style poles with LED lamps and underground wiring. The cost of installing the new lighting will be paid for by the street reconstruction project. The adjacent property owners will only pay for electrical energy and maintenance, through an assessment billed annually on their property tax statements. Light district assessments will average \$423 per property per year and are based on the lineal footage of property frontage along Grand Avenue. Pursuant to 7-12-4327 Montana Code Annotated, properties outside of, but contiguous to, the city limits will be assessed for their share of the energy and maintenance costs for the lighting.

The deadline for written protests is Friday, January 22nd. The number and percentage of valid written protests received and a recommendation for council action will be presented at the January 25th Council meeting. As provided in State law, the City Council cannot create the district if the legal protest exceeds 50%.

ALTERNATIVES ANALYZED

City Council may:

- Approve the resolution creating SILMD 321 to provide a source of funding for operation and maintenance of the streetlights if valid protests are less than 50%; or
- Not approve the resolution that creates the district. If the Council does not adopt the resolution, the property owners cannot be assessed for operation and maintenance of the streetlights and the new lighting will not be installed.

FINANCIAL IMPACT

All costs of maintaining and providing energy for the lighting are paid from assessments against the properties within the light district. There are no City owned properties within the district.

RECOMMENDATION

Staff will make a recommendation to Council at the January 25th meeting.

APPROVED BY CITY ADMINISTRATOR

Attachments

SILMD 321 Resolution Creating

SILMD 321 Ex A--Map

RESOLUTION NO. 16-_____

A RESOLUTION CREATING SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 321 OF THE CITY OF BILLINGS, MONTANA, FOR THE PURPOSE OF SECURING AND PROVIDING ENERGY AND MAINTENANCE FOR NEW STREETLIGHTING, SETTING THE BOUNDARIES THEREOF, STATING THE GENERAL CHARACTER OF THE IMPROVEMENTS TO BE MADE, ESTABLISHING THE ESTIMATED RATE FOR ENERGY AND MAINTENANCE THEREOF, AN APPROXIMATE ESTIMATE OF THE COST OF MAINTAINING SUCH LIGHTS AND SUPPLYING ELECTRICAL CURRENT THEREFORE FOR THE FIRST YEAR, AND THE PROPORTION OF THE COST TO BE ASSESSED AGAINST THE ABUTTING PROPERTY, AND THE METHOD OF ASSESSMENT OF SAID COSTS.

WHEREAS, the City Council of the City of Billings, Montana, on the 21st day of December, 2015, passed Resolution 15-10519, a Resolution of Intention to Create a Special Improvement Lighting Maintenance District designated as No. 321, setting the hearing on the creation of said District and hearing of protests against the extent and creation of said District, or any matter pertaining thereto, and thereafter gave notice by publication and mailing, all as required by law, and at said hearing which was held at the time and place specified in said Notice, all protests were heard and considered; and

WHEREAS, the City Council finds that the protests are insufficient to stop the creation of said district, and the protests are overruled and denied.

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

SECTION 1:

That the City Council of the City of Billings, Montana does hereby create a District, to be known and designated as Special Improvement Lighting Maintenance District No. 321, hereinafter called the District, for the purpose of securing and providing energy and maintenance for new street lights for lighting said District.

SECTION 2:

That the boundaries of the District are as set forth in Resolution of Intention No. 15-10519, hereinafter called the Resolution, on file in the office of the City Clerk of Billings, Montana, and by this reference is incorporated herein and made a part hereof.

SECTION 3:

That the City Council hereby finds and determines that each property described within the Resolution of Intent, is especially benefited and affected by said improvements, and each of the properties are hereby declared to be the property to be assessed for the cost and expense of the electrical energy for and maintenance of said District.

SECTION 4:

That the general character of the improvements to be made is hereby declared to be as described in the Resolution and is by this reference incorporated herein and made a part hereof.

SECTION 5:

The City of Billings intends to establish the contract rate for supplying electrical energy in accordance with the rate schedule approved by the Montana Public Service Commission. Said rate is currently estimated at \$10.41 per unit, per month, and that NorthWestern Energy Company shall provide energy to the lighting fixtures. That the City of Billings shall provide normal maintenance to lighting fixtures, poles, cables and other incidental equipment, and shall at all times own said lighting fixtures, poles, cables and other incidental equipment.

SECTION 6:

The estimate of the cost of the District per year, including City administrative costs, is the sum of \$14,800.00; that the entire cost of said District shall be paid by the owners of the property depicted in Exhibit "A" attached hereto, with each lot, parcel or piece of land within the District to be assessed for that portion of the whole cost which it's assessable lot frontage bears to the total assessable lot frontage of the entire District, exclusive of streets, avenues, alleys and public places. The estimated cost of the District per year for property owners is on the basis of approximately \$1.38033949 per lineal foot. Due to the difference in the time between when lighting service will start and the time District assessments are collected with property taxes, the first assessment may cover a period of operation greater or less than one year and shall be prorated accordingly.

SECTION 7:

That pursuant to MCA 7-12-4327, the City of Billings will assess properties outside of, but contiguous to, the city limits of the City of Billings for a portion of the costs of the District.

SECTION 8:

That the entire cost of the District shall be paid by an annual assessment against the property in the District. That all monies derived from the collection of such assessments shall be paid into a fund to be known as the "Special Improvement Lighting Maintenance District No. 321 Maintenance Fund", and warrants shall be drawn on said fund for the payment of such cost of maintaining said lights and supplying electrical current therefore.

SECTION 9:

That reference is hereby made to the Resolution, the maps, specifications, boundaries, perimeter and data pertaining to the District, on file in the offices of the City Clerk and City Engineer, for further particulars, all of which are made a part hereof.

PASSED by the City Council of the City of Billings, Montana and approved this 25th day of January, 2016.

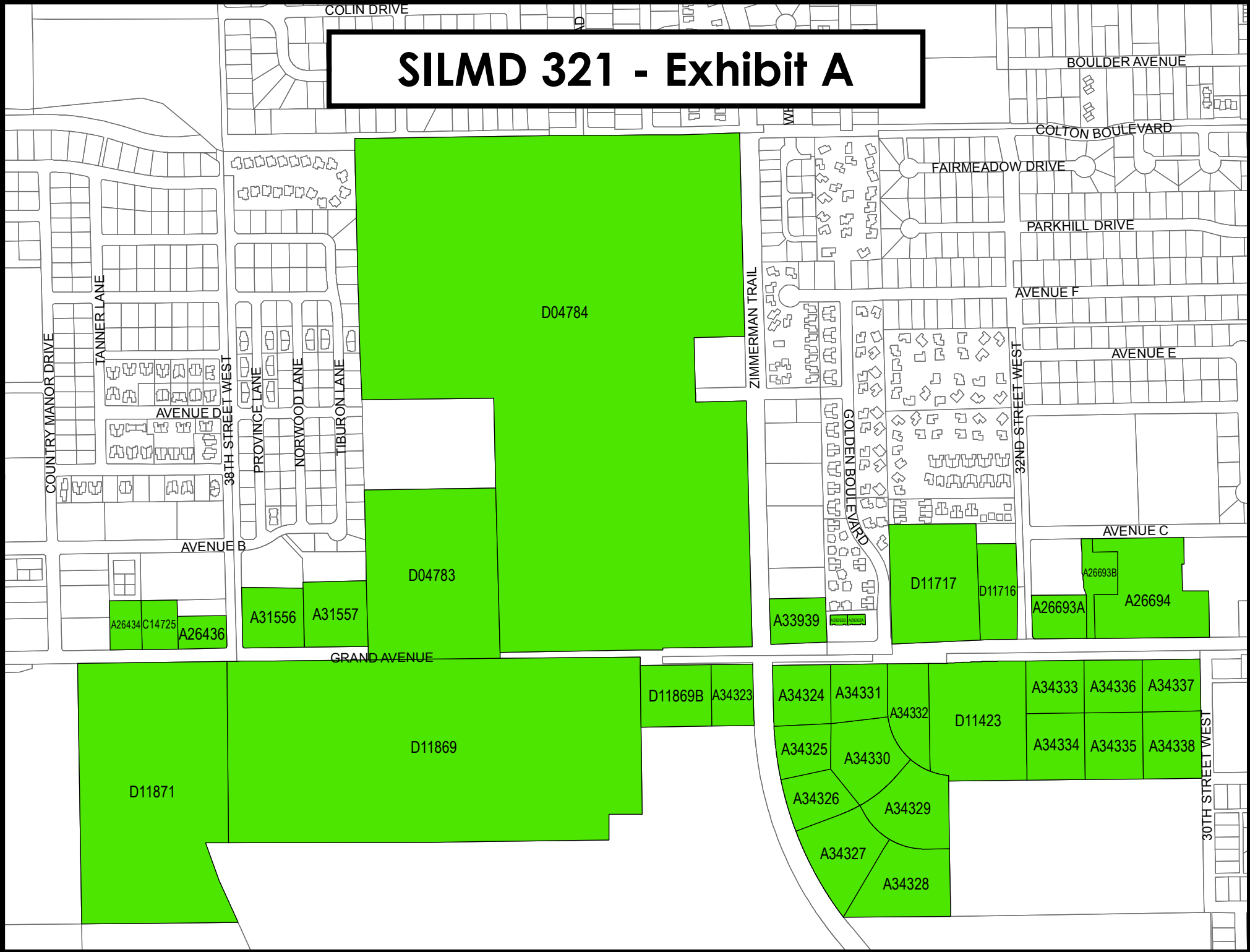
THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel MAYOR

ATTEST:

BY: _____
Billie Guenther CITY CLERK

SILMD 321 - Exhibit A



Regular City Council Meeting

Meeting Date: 01/25/2016

TITLE: Special Review 935 - 450 Main Street Town Pump Casino - Beer and Wine License with Gaming - Public Hearing

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

This is a special review to allow the location of a beer & wine license with gaming at a proposed new Town Pump Casino (with gas station & convenience store) in a Highway Commercial (HC) zone on Lots 1, 2, 3A, 4A, 4B and the North 65 feet of Lot 5, Thomas Subdivision, a 2.11 acre parcel of land generally located at 450 Main Street. The Zoning Commission conducted a public hearing on January 5, 2016, and is forwarding a recommendation of conditional approval on a 3-1 vote.

Special Review applications are reviewed using criteria referenced in the Alternatives Analyzed section of this memo. Special Reviews do not change the zoning of a property. They are tied to specific uses that are permitted in a given zoning district but are subject to a review by the City prior to the use being allowed. Special Review requests, unlike Zone Changes, may be conditioned to mitigate potential impacts from the use on the subject property or surrounding properties.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the request
- Conditionally approve the request
- Deny the request
- Allow the applicant to withdraw the request
- Delay action on the request for up to 30 days

The Planning Division reviewed the application and the 3 criteria for special review and recommended conditional approval. The Zoning Commission reviewed the application and concurred with the staff recommendation. Before a recommendation of approval or conditional approval may be made, each special review request must demonstrate conformance with three primary criteria: 1) the application complies with all parts of the Unified Zoning Regulations, 2) the application is consistent with the objectives and purposes of the Unified Zoning Regulations and the 2008 Growth Policy, and 3) is compatible with surrounding land uses and is otherwise screened and separated from adjacent land to minimize adverse impacts. This application conforms to the first criteria, and conforms to all parts of the Unified Zoning Regulations. The location is in one of the zoning districts that allows a wine and beer license with gaming by special review approval. The application conforms to the purposes of the regulations and the 2008 Growth Policy. The location of an additional liquor license in this area should have minimal

impact on the surrounding uses or neighbors. However, the traffic impacts from this use will be significantly greater than the current traffic generated by the Reiter's Marina business.

The application also conforms to the second and third criteria. There will be demolition of the existing structures on site and then there will be all new construction with new circulation and access points and landscaping of the site. The Zoning Commission is recommending conditions for this special review based on the approval criteria for special review uses.

The Zoning Commission is recommending the following conditions.

PROPOSED CONDITIONS

1. The special review is limited to Lots 1, 2, 3A, 4A, 4B and the North 65 feet of Lot 5, Thomas Subdivision generally located at 430 / 450 Main Street.
2. The special review approval is for the location of beer and wine license with gaming and no other use is intended or implied.
3. Any expansion of the interior space of the casino of more than 10% will require an additional special review approval.
4. All exterior lighting, including security lighting and fuel canopy lighting shall have full cut-off shields so no part of the fixture or lens projects below the cut-off shield. The maximum height of any light pole in the outdoor areas shall be 20 feet above grade.
5. There shall be no outdoor public address system or outside announcement system, whether permanent or temporary, of any kind.
6. No construction or demolition activity will occur before 7 am or after 8 pm daily.
7. New parking lot construction will meet the Highway Commercial zoning requirements for landscaping. In addition, there will be one street tree planted every 40 feet in the proposed landscape area along both frontages, Lake Elmo and Main Street. Street trees are trees that can have their lowest branches at 8 feet, without disfiguring the tree, within 4 years. New trees shall not be any tree with the genus scientific name of Populus or any of its subspecies including any variety of aspens. Also no Salix (willows), Acer negundo (Box Elder) or Ulmus (Elms). Small ornamental trees do not qualify as street trees. All installed landscape will be continuously maintained and replaced as necessary by the owner as outlined in Section 27-1110 BMCC, Installation and Maintenance.
8. Any centralized solid waste storage shall be enclosed by a wall on 3 sides and a closing gate or gates. The wall and gates for the solid waste storage shall be similar or complimentary in color to the new building and shall be sight-obscuring. The wall and gates shall be tall enough that no part of the interior dumpster(s) are visible from the outside.
9. These conditions of special review approval shall run with the land described in this authorization and shall apply to all current and subsequent owners, operators, managers, lease holders, heirs and assigns.
10. The proposed development shall comply with all other limitations of Section 27-613 of the Unified Zoning Regulations concerning special review uses, and all other City of Billings regulations and ordinances that apply.

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

FINANCIAL IMPACT

If the special review is approved, the lot will be re-developed and additional taxable value may be added to the City's tax base. If the special review is not approved, the lot may or may not re-develop at this time.

BACKGROUND

This is a special review to locate a new Town Pump Casino with gas station & convenience store where the existing Reiter's Marina is located. The property is accessible from Main Street and Lake Elmo Drive. The city has approved 7 locations for alcoholic beverage sales with gaming in this neighborhood. The applicant states in a cover letter that this redevelopment project will be a welcome addition to the area because it will involve a new store and fuel canopy, and the project will include landscaping where there currently is none on site. They also state that they will be providing different kinds of jobs for with the new store and casino. Town Pump believes the new convenience store and casino will be a benefit to the area with the two nearby hotels and shopping on one of the busiest streets in Montana.

The subject property has a great deal of traffic going past it on both the east, Main Street, and west, Lake Elmo. Access points will be reviewed by City Engineering staff at the time of permits for the proposed project. This will give travelers, and locals, another option for a gas station & convenience store with casino along Main Street. There is currently new construction going on to the south of this property for a new Starbucks Coffee business that also will add to the new development in this part of Billings.

There are no known churches in the area, no parks with playing fields or playgrounds, and no schools within 600 feet of this proposed location.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on January 5, 2016, and received the staff recommendation and testimony from the applicant's agent and an owner of nearby property also provided comment to the Zoning Commission.

A couple of questions were asked of staff by Zoning Commission members. One question was considering the nature of the existing business and the years it has been at this location would it be a 'brown site' and require mitigation and clean up. Staff responded that they didn't know the answer to that particular question but that during demolition of the site possible contaminants may be found at that time. The developer would need to meet any local, state, or federal requirements for remediation on the site. Another question was concerning traffic and access to

the lot. Staff responded that there are existing access points that may continue in use but that the applicant will have to coordinate access with MDOT on Main Street and City Engineering on the Lake Elmo side of the subject property.

The public hearing was opened and the applicants agent spoke stating that they have an engineering firm working with the MDOT on the accesses to the site.

A surrounding property owner stood and spoke in opposition to the application stating that this is a very dangerous intersection and that the proposed business as well as the new Starbucks are only going to add to the traffic problems. He felt that at the very least they should be required to install a deceleration lane on Main Street similar to the one that Albertsons has farther north on Main Street.

Commission Member James Mariska, referring to the letter from the Applicants agent in the staff report, pointed out that the applicant in that letter has stated that one option they are discussing is a deceleration lane on Main Street. He asked the property owner if that is what he was referring to and if that would help to alleviate some of his concerns.

There were a few more comments made by Zoning Commission members about the traffic on Main Street and Lake Elmo and that this intersection is dangerous but there were no other comments from the public.

Commission Member Mike Larson made a motion to recommend conditional approval and adoption of the findings of the 3 criteria. The motion was seconded by Commission Member James Mariska. The motion was approved on a 3-1 vote with Commission member Ulvestad voting against the motion.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Consistency with adopted plans and policies is discussed in the Alternatives Analyzed above.

RECOMMENDATION

The Zoning Commission is forwarding a recommendation of conditional approval and adoption of the findings of the 3 criteria for Special Review 935 on a 3-1 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Attachments

Attachment A
Zoning Commission Action

The City Zoning Commission shall make a recommendation to the City Council to:

1. Deny the application for a special review use.
2. Grant the application for a special review use.
3. Conditionally grant the application for a special review use.
4. Delay action on the application for a period not to exceed thirty (30) days.
5. Give reasons for the recommendation.

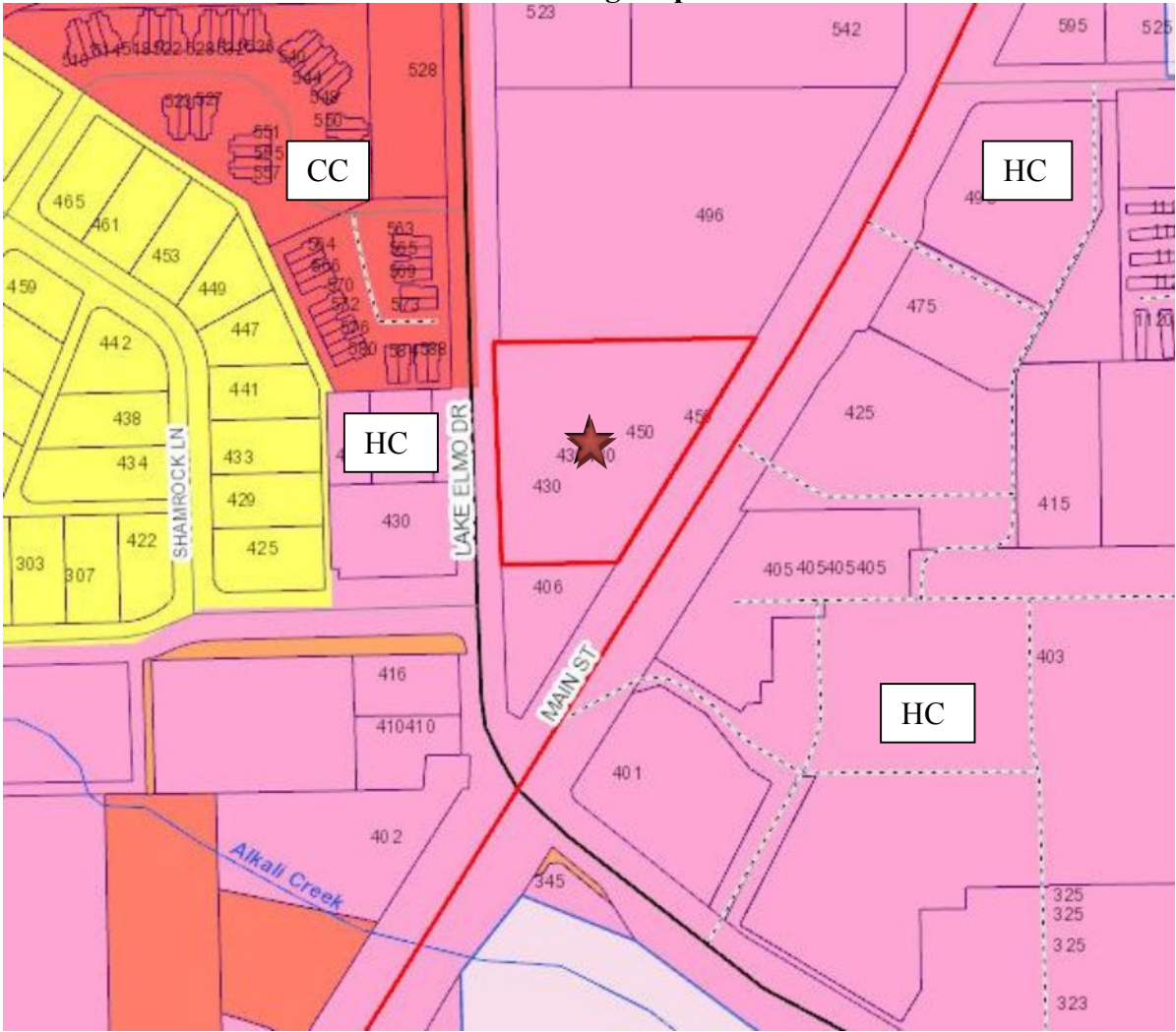
Before approving a special review use, the Zoning Commission shall find that the contemplated use:

1. Complies with all requirements of this Article (27-1500);
2. Is consistent with the objectives and purposes of Chapter 27 and the Comprehensive Plan;
3. Is compatible with surrounding land uses or is otherwise screened and separated from adjacent land in such a way as to minimize adverse effects.

Further the Zoning Commission shall consider and may impose modifications or conditions concerning, but not limited to the following:

1. Street and road capacity;
2. Ingress and egress to adjoining streets;
3. Off-street parking;
4. Fencing, screening and landscaping;
5. Building bulk and location;
6. Usable open space;
7. Signs and lighting; and/or
8. Noise, vibration, air pollution and similar environmental influences.

Attachment B
Zoning Map



Subject Property ★

Attachment C
Site photos



Subject Property



View looking north of subject property

Attachment C, continued
Site photos



View west across subject property




View east across Main Street from subject property

Attachment C, continued
Site photos



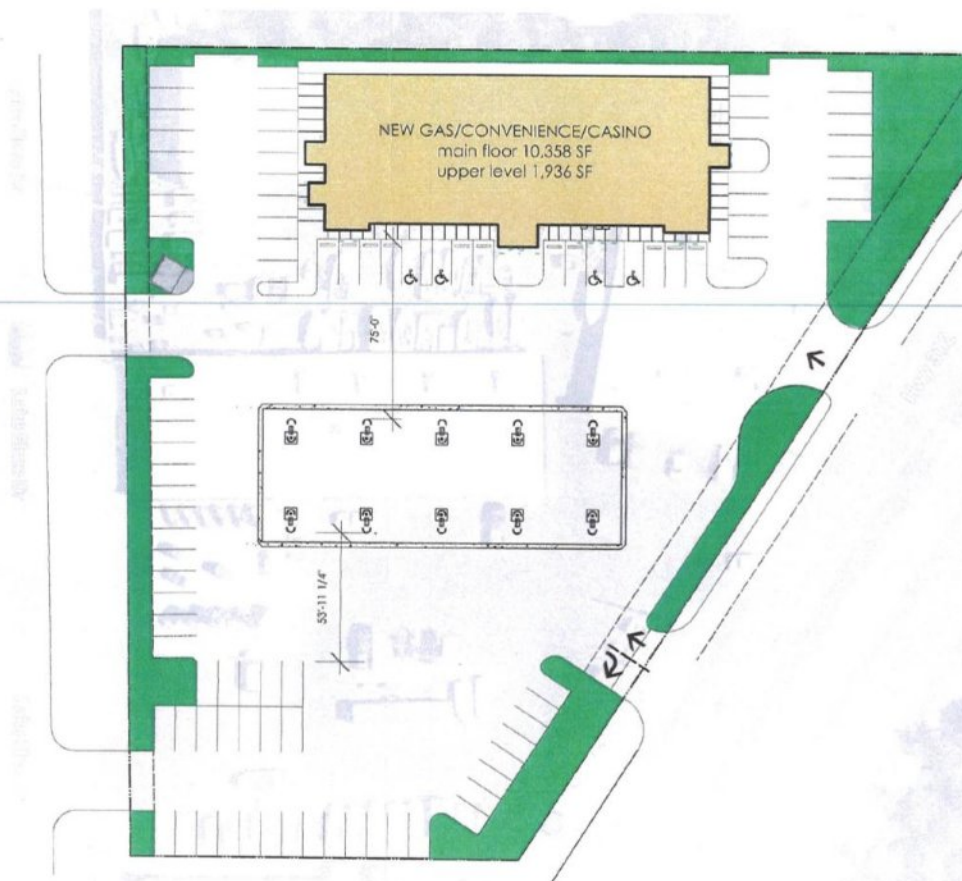
View south along Main Street



Subject Property 

Attachment D Site Plan

Building Area
10,358 SF - Main Floor Area
Parking Requirements
Casino = 2,222 SF x 1 space/100 SF = 23 spaces
Gas Station = 4,663 SF x 1 space/90 SF = 52 spaces
Storage/Restrooms = 5,407 SF = 10 spaces
Offices = 254 SF x 1 space/300 SF = 1 space
88 spaces + 4 accessible spaces required = 93 total required & provided
Bicycle Racks
Provide 2 racks per City Recommendations
Zoning
Highway Commercial
Lot Coverage 75% Max - Actual = 21.36%
Landscape requirements 10% - Actual = 15% landscaping
2.11 Total Acres
Legal Description
Thomas Subd. S27, T01 N, R26 E, Lot 1-2, & N65° LT 5 & LT 3A, 4A, 4B Thomas Sub Amd
Address
450 Main Street
Proposed Use
A-2 Casino & Bar
M Gas Station & Convenience Store
S-1 Storage



TOWN PUMP GAS STATION & CASINO at REITERS

450 Main Street, Billings, MT
CONCEPTUAL SITE DESIGN
11/19/15



Attachment E
Applicant Letter



November 24, 2015

Planning & Community Services Department
4th Floor
2825 3rd Ave North
Billings, MT 59102

RE: Request for Special Review For
Town Pump Gas, Convenience Store & Casino
450 Main Street
Billings, MT 59105

Planning Staff:

The Town Pump is looking to build a new building to house a gas station, convenience store & casino where Reiters Marina Inc is located on 430/450 Main Street. This project will include demolition of the existing buildings and redesigning and landscaping the site. See attached Site Plan – Exhibit I. The following outlines the data requested by your application instructions.

A. Forward:

This land consists of lots 1 & 2 which has a total of 2.11 acres and is zoned Highway Commercial. The existing buildings which will be demolished and replaced were originally built in 1962, 1978 and 1984. The proposed building will include a convenience store/gas station and casino floor with 'cage' area, offices, restrooms, storage rooms & partial basement to meet the requirements of the Building Code.

1. Questions:

A. In what ways is your proposal consistent with the goals and policies of the adopted Growth Policy? (Answer to Instructions 1.A)

1. Economic Development - This new building will increase the economy of the area by demolishing the old structures and replacing with an attractive structure with vibrant business potential. Town Pump gas station/convenience store & casino will also employ additional full time people at this location to manage the businesses. This new facility will help strengthen the area economy through the creation of a viable business which has attracted a steady clientele in the region. This will help support the Billings job markets and the economy of area businesses.

2. Aesthetics - The site will be redesigned, landscaped and constructed on as a new and attractive building and grounds as well landscaped and traditionally maintained in great condition. A new and attractive sign will be updated which will be a nice addition for the facility identification for potential clients and the neighboring businesses. The new building will improve the appearance of the area.
3. Natural Resources – Town Pump keeps their site area free of weeds, well landscaped, etc. which helps with fire management.
4. Public Services –This new station, store & casino will provide an the increasing population that uses these facilities to purchase convenience store supplies, gas & gamble if they so choose.
5. Land Use Element – This building will carry a compatible land use to the neighbors such as the businesses, motels & restaurants nearby and makes sense on the busiest street in Montana.

- B. Why is there a need for the intended use of the property on this location. (Answer to Instructions 1.B)

Town Pump has operated gas/convenience with casinos in the City and State and has seen an increase in loyal patrons. This one would provide a facility in this area where there currently is not a Town Pump. It is a great location for their existing customer base as well as first time customers to experience the Town Pump family & quality.

- C. How will the public interest be served if this application is approved? (Answer to Instructions 1.C)

This project will address many issues of public interest including improvement of the site conditions, a convenience/gas & casino option in the area. It will provide for maintenance of the grounds including parking lot & landscaping. Also the service that it provides meets the needs of the area as well as it is located in a neighborhood of businesses that it is very compatible with. The deacceleration lane will also be an improvement to the Main Street traffic safety.

- D. Prepare a written statement addressing what is intended to be done with the property, and why the special review is being sought. (Answer to Instructions 1.D)

The proposed use is a gas station, convenience store & casino which will include removal of the existing buildings and replacing the site with a the newly designed structures and gas pumps with canopy and landscaping. The landscaping will be increase from the current since very little exists now. The exterior will be an attractive & inviting structure and the signage will be new displaying the Town Pump brand per the City sign requirements.

The current facility is zoned Highway Commercial. A casino is allowed under a special review approval.

Regular City Council Meeting

Meeting Date: 01/25/2016

TITLE: Special Review 937- Saint Thomas Apostle Church

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

This is a special review request to allow the addition of 9,172 square feet to an existing church in a Residential 9,600 (R-96) zone on Lot 1, Block 1, St. Thomas Subdivision, a 5.219 acre parcel of land generally located at 2055 Woody Drive. The Zoning Commission conducted a public hearing on January 5, 2016.

Special Review applications are reviewed using criteria referenced in the Alternatives Analyzed section of this memo. Special Reviews do not change the zoning of a property. They are tied to specific uses that are permitted in a given zoning district but are subject to a review by the City prior to the use being allowed. Special Review requests, unlike Zone Changes, may be conditioned to mitigate potential impacts from the use on the subject property or surrounding properties.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the request
- Conditionally approve the request
- Deny the request
- Allow the applicant to withdraw the request
- Delay action on the request for up to 30 days

The Planning Division reviewed this application and recommended conditional approval. Before a recommendation of approval or conditional approval can be made, each special review request must demonstrate conformance with three primary criteria: 1) the application complies with all parts of the Unified Zoning Regulations, 2) the application is consistent with the objectives and purposes of the Unified Zoning Regulations and the 2008 Growth Policy, and 3) is compatible with surrounding land uses and is otherwise screened and separated from adjacent land to minimize adverse impacts.

This application conforms to the first criteria because it is in a district that allows churches by special review. The proposed building meets all required setbacks and lot coverage limitations. The application is conforming to the purposes of the regulations and the 2008 Growth Policy. It conforms to the third criteria in that it is compatible with the surrounding uses and conditions of approval are recommended to mitigate any potential impacts to surrounding property. The proposed building addition does not exceed lot coverage and meets the required front, side, and rear setbacks. The church will be required to meet off-street parking and access rules. The proposal is consistent with goals of the 2008 Growth Policy, specifically the goal of preserving neighborhood character and quality of life by maintaining and improving existing buildings and development in established

neighborhoods. Zoning Commission is recommending conditions for this special review based on the approval criteria for special review uses.

The Zoning Commission recommends the following conditions:

1. The special review is limited to Lot 1, Block 1 of St. Thomas Subdivision generally located on the corner of Colton Boulevard and Woody Drive.
2. The special review approval is for the addition of 9,172 square feet to an existing church in a Residential 9,600 (R-96) zone, on Lot 1, Block 1, St. Thomas Subdivision, a 5.219 acre parcel of land generally located at 2055 Woody Drive. No other use is intended or implied by this approval.
3. Any expansion of the proposed building or parking greater than 10 percent of what is shown on the submitted site plan will require an additional special review approval
4. All exterior lighting, including security lighting, shall have full cut-off shields so no part of the fixture or lens projects below the cut-off shield. The maximum height of any light pole in the outdoor areas shall be 20 feet above grade.
5. All proposed drive approaches will be reviewed by City Traffic Engineering for final approval and location.
6. No construction activity will occur before 7 am or after 8 pm daily.
7. The site will be developed in substantial conformance with the submitted site plan, including landscaping, parking, and building locations with the exception of condition 5.
8. These conditions of special review approval shall run with the land described in this authorization and shall apply to all current and subsequent owners, operators, managers, lease holders, heirs and assigns.
9. The proposed development shall comply with all other limitations of Section 27-613 of the Unified Zoning Regulations concerning special review uses, and all other City of Billings regulations and ordinances that apply.

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

FINANCIAL IMPACT

Approval of the special review will have no financial impact on the city's tax base. The church is a tax exempt property. Permit fees will be paid at the time of application. The fees will cover the costs for plan review and inspections.

BACKGROUND

This is a request to allow additions and renovations to existing uses and functions to the church and improvements to the site. There are 9,170 SF of additional floor area proposed to improve access, circulation and services for the existing spaces. The additions will include a larger public entrance and lobbies along with new larger restrooms. An updated kitchen is also proposed as an addition to the south side of the gymnasium. There is also a basement classroom proposed under the new main sanctuary entrance. Site improvements include some expansion of the

parking and a new main landscaped entrance plaza to provide more accessibility to all the main entrances.

The surrounding zoning is primarily residential. Churches have traditionally been built in neighborhoods to serve the surrounding area. The potential impacts can be mitigated through application of conditions of approval and adherence to an approved site plan through the special review process. The Planning staff is recommending several conditions related to noise, lighting, solid waste management, traffic and site control.

Colton Boulevard is a collector street that carries up to 5,000 vehicle trips per day with a posted speed limit of 35 mph. With a proposed school on the adjacent parcel there would be a school zone created which would slow traffic down during drop off and pickup times for the school. There are curb-walk sidewalks on both sides of Colton Boulevard.

The Zoning Commission review and public hearing held is detailed under the "stakeholders" section of this report.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on January 5, 2016, and received the staff report and recommendation. Only the applicant's agent provided testimony at the public hearing.

Public Hearing

Applicant Agent Mike Tuss of CTA Architects and Engineers reviewed the proposal for the addition. He also explained the reasons for the proposed expansion are to accommodate the increase in attendance as well as more accessible ADA compliant entryways. Mr. Tuss also reviewed the proposed changes and additions to the parking and landscaping for the property, including the addition of 47 parking spaces as well as a shared access and a planned parking agreement with the adjacent property owners that have a pending project for a new school.

Commissioner James Mariska asked the applicant about the changes they had made to the drive approach and what affect it would have on traffic. Mr. Tuss reviewed the original proposal that was for bulb outs on Colton Blvd. He said after consideration the applicant had changed the proposal to include two approaches off of Colton, one existing and one new, to allow traffic for special events to flow onto the property instead of remaining out in the traffic lanes on Colton. Mr. Tuss said they felt this would help to relieve potential traffic congestion during special events.

There were no other questions or comments. The public hearing was closed. Commissioner Mariska made a motion to approve Special Review 937 with the recommended conditions. Commissioner Dennis Ulvestad seconded the motion.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

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

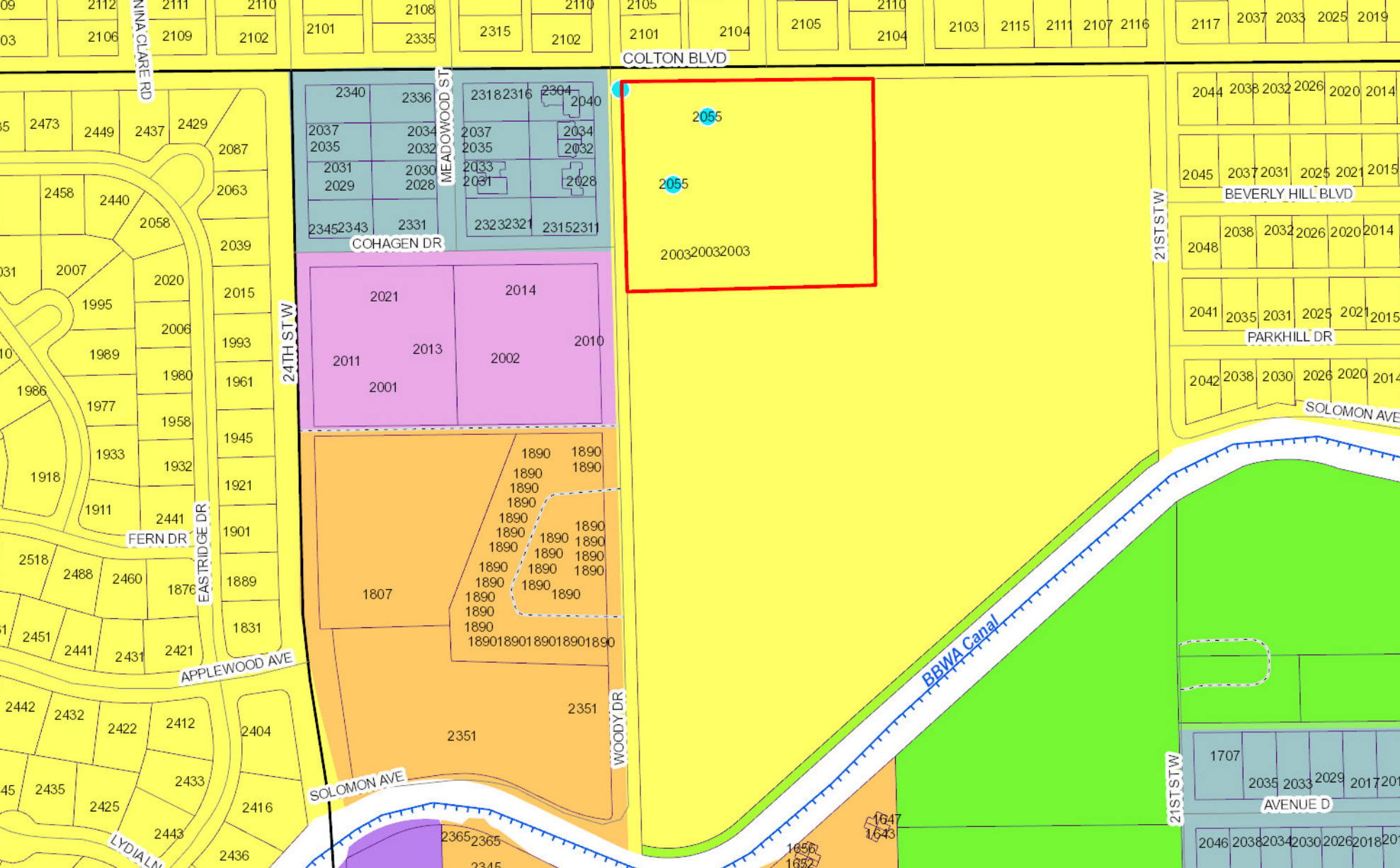
RECOMMENDATION

The Zoning Commission recommends conditional approval and adoption of the findings of the 3 criteria for Special Review 937 on a 4-0 vote, with the conditions outlined above.

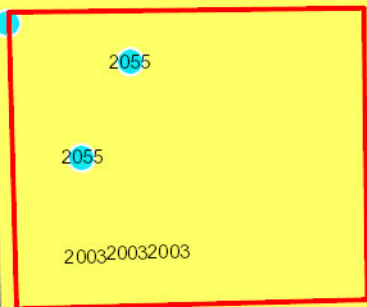
APPROVED BY CITY ADMINISTRATOR

Attachments

Zoning Map
Photos
Site Plan
Applicant Letter



COLTON BLVD

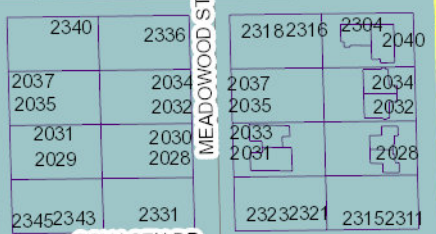


2055

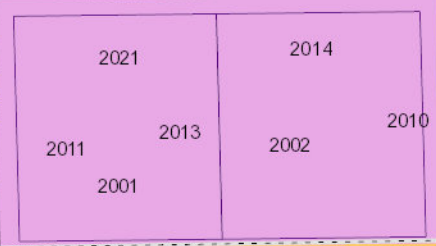
2055

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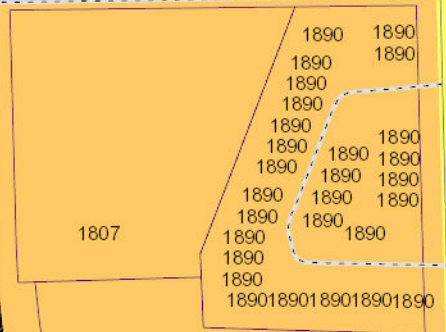
MEADOWOOD ST



COHAGEN DR



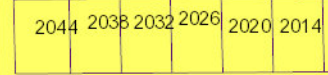
24TH STW



WOODY DR

SOLOMON AVE

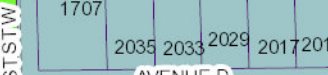
21ST STW



BEVERLY HILL BLVD

PARKHILL DR

SOLOMON AVE



AVENUE D

Attachment C
Site photos



Subject Property – View south from Colton Boulevard



View west along Colton Boulevard

Attachment C, continued

Site photos



View north of the subject property

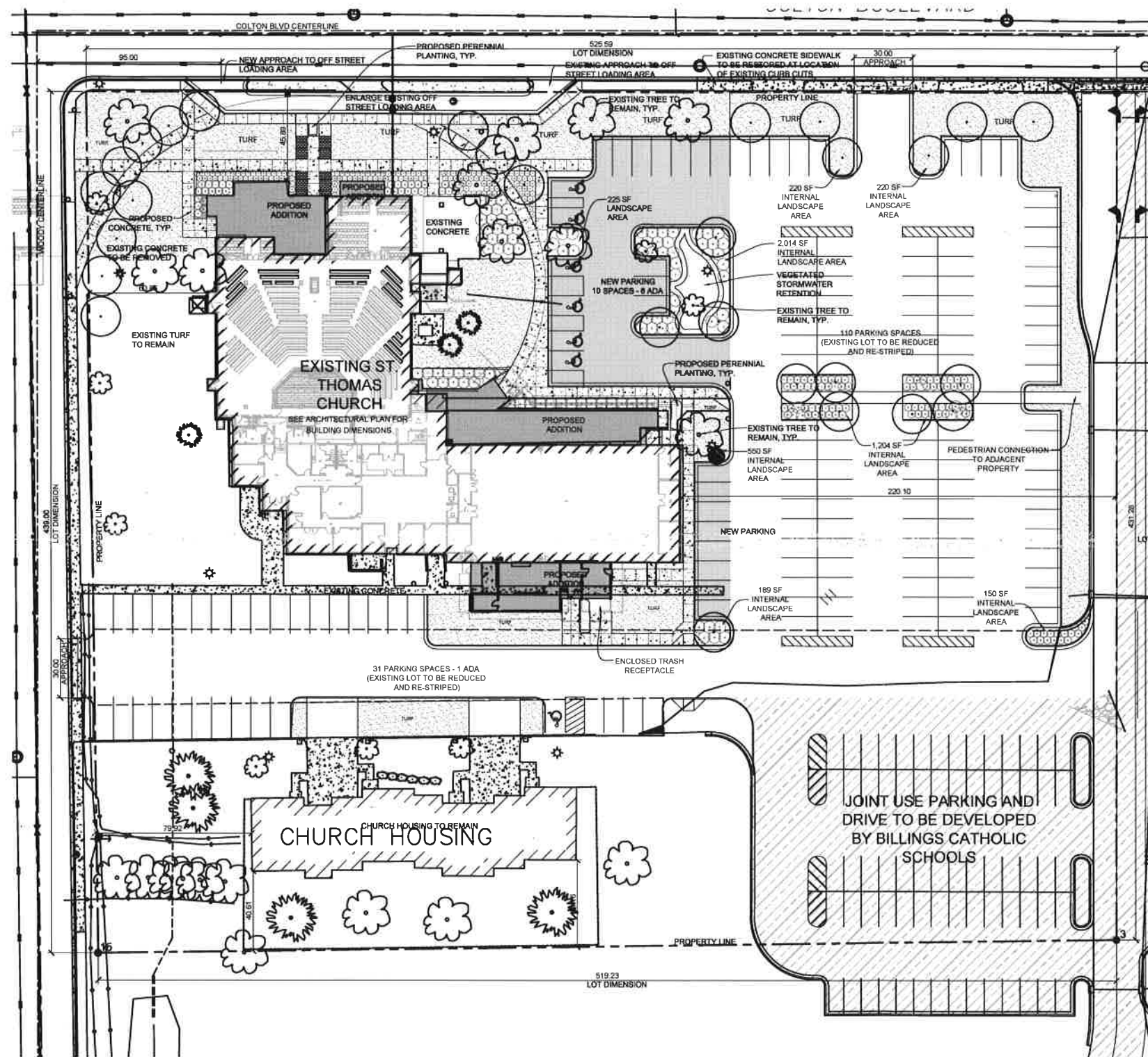


View west along Colton Boulevard

Attachment C, continued
Site photos



Subject Property ★



SITE LANDSCAPE REQUIREMENTS

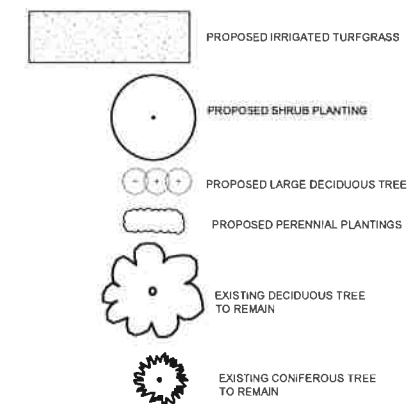
WOODY AVE - 439' IF FRONTAGE
 10 TREES REQUIRED (1 PER 40')
 < 20' LANDSCAPED BUFFERYARD
 (4) EXISTING TREES IN BUFFERYARD
 (8) 2" CAL TREES PROPOSED

COLTON BLVD - 525' IF FRONTAGE
 13 TREES REQUIRED (1 PER 40')
 < 20' LANDSCAPED BUFFERYARD
 (3) EXISTING TREES IN BUFFERYARD PRESERVED
 (10) 2" CAL. PROPOSED

PARKING LOT LANDSCAPE
 < 3,887 SF OF PARKING LOT LANDSCAPE PROVIDED
 16 TREES REQUIRED
 (4) EXISTING TREES PRESERVED
 (12) TREES PROVIDED

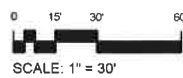
EAST AND SOUTH PROPERTY BUFFERYARD
 THE EAST AND SOUTH PROPERTY BOUNDARY ADJAINS A PUBLIC USE (BCS). ST THOMAS WILL COORDINATE THE DESIGN OF THE DRIVEWAY LANDSCAPING SO THAT EACH SIDE OF THE ROAD INCORPORATED THE REQUIRED PERIMETER LANDSCAPING OF 5' AND 1 TREE PER 40'

LANDSCAPE LEGEND



1 SITE PLAN

1" = 30'-0"



NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

© 2015 | ALL RIGHTS RESERVED
 SPECIAL REVIEW APPLICATION

12.07.2015
 DRAWN BY | RUSH
 REVISIONS

SITE PLAN

SITE

2055 WOODY DRIVE
 CHURCH RENOVATION
ST THOMAS THE APOSTLE CHURCH

Attachment E Applicant Letter



PIONEERING ENVIRONMENTS

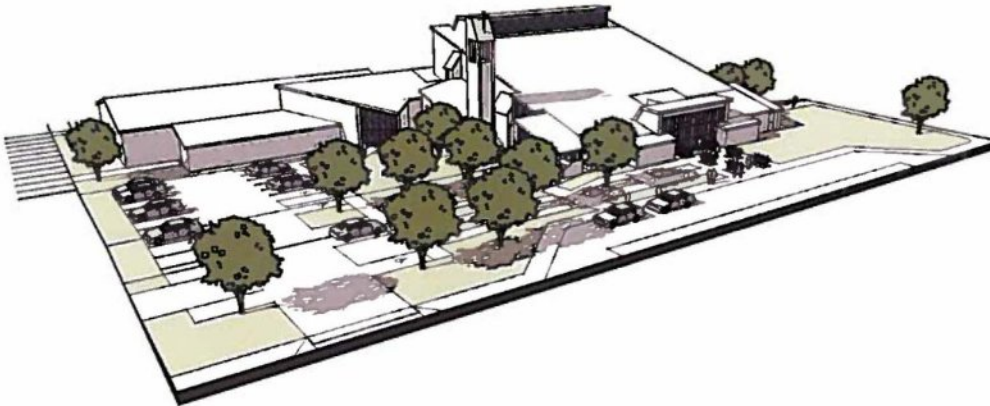
December 7, 2015

Planning and Community Services Department
2825 3rd Ave. North, 4th Floor
Billings, Montana 59101

RE: St. Thomas Apostle Church Renovation
2055 Woody Drive
Special Review Application

Zoning Coordinator:

Project Scope: The project is proposing additions and renovations to existing uses and functions at the Church Facility. There is 9,170 SF of additional floor area being constructed to improve access, circulation and services for the existing spaces. These include larger and more accessible Public Entrance Lobbies and circulation spaces and new larger restrooms. A replacement Kitchen is also being added to the south side of the gym to better serve Fellowship events in the Gym space. A Basement Classroom is also proposed under the new Main Sanctuary Entrance. The renovation impacts 12,450 SF of existing space and addresses needed functional improvements. The spaces impacted are the Administrative offices expanding into the existing fellowship space and the Gymnasium being converted into a larger and multiuse Fellowship space. Some spaces are also being converted for needed storage and other related support functions. Site improvements include some expansion of the Parking and a new main landscaped entrance plaza to provide better and more accessible access to all the Main entrances.



Caption: Proposed improvements as seen from Colton Ave.

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<http://www.ctagroup.com> E-mail: info@ctagroup.com

A special review is required because of the Zoning being R-9600 where Churches and Other Places of Worship, including Sunday School Buildings are allowed but require Special Review. With the proposed additions to the existing facility the project is being submitted for consideration and approval under this process. The following is intended to address the "Primary Goals and Objectives of the 2008 Growth Policy".

Growth Policy: *(In what ways is your proposal consistent with the goals and policies of the adopted Growth Policy?)*

Land Use Element; as an expansion of an existing use on an already developed property the proposal matches the current and predictable use for the property and addresses growth by not impacting or spreading to other sites with the potential for needed housing.

Economic Development; the renovation would provide short term construction jobs for existing Billings businesses and provides more opportunities for the church to host more and larger social and celebration events that also will have a small long term impact. Improvements to the main entrance to the building and the landscape plaza also bring an up-dated and improved appearance to an existing facility. The growth of the community has triggered the need for the proposed renovation and expansion. A strong and growing faith community attracts the families and exhibits the quality and strength of a healthy community that is attractive to visitors and existing residents.

Aesthetics Element, the development does not have an impact on the Downtown or the interstate corridor. It does include new and more visible main entrances that maintain the architectural style and materials of the existing building and should improve the access and function of the facility. Therefore improve the community's first impressions and way finding.

Natural Resources Element, the proposed project improvements are part of an existing fully developed site that does not impact the Yellowstone River or associated waterway and riparian or wildlife habitat. All improvements will include water saving plumbing fixtures and landscape elements that enhance the existing features at the site.

Open Space and Recreation Element; the project is not proposing any impacts to Parks, or recreation facilities and would not be impacting access to public lands, trails or the Yellowstone River or Rimrocks.

Transportation Element, the existing Colton street frontage is proposed to be modified to reduce the number of approaches from (5) to (1) plus a shared access for the proposed school improvements (a different project). Also proposed is a corner bulb, at Woody and Colton, to help clarify the street side parking/loading in front of the Church Building. Also the existing curb drop-off element is being removed and sidewalk straitened. With these improvements the street frontage and sidewalks will make vehicle, pedestrian and other traffic circulation past the site safer. Repair of public sidewalks would be included with the proposed improvements. Nothing in the proposed project should impact the City's public transportation elements.

Public Facilities and Services Element, with this project being subject to the special review process it becomes more visible to the Public at large and provided for the local and impacted neighbors information on the potential impacts. The proposed improvements to the existing private Church should not impact the neighboring resale value or the level of public services or distribution of public funding in the community.

Cultural and Historic Resources Element, the proposed expansion and renovation does not impact any Historical or Culturally significant landmarks or archeological resources. The enhancement to the Catholic Churches facilities does continue to promote the long established cultural Community of the Catholic Church in the Billings area. Considering Artwork there is an existing large piece of art, the existing tall Stained Glass windows, that are being refurbished and made more visible as part of the new Main Sanctuary Entrance.

Community Health Element, the proposed project should not impact emergency preparedness or access to nutritious foods, or affordable housing. But it does offer a safe place for residence to meet and recover from negative social and or impacts of local or national emergencies. Improvements to street frontage promote safety and maintain existing public sidewalks where exercise can be promoted. The continued presence and the renovation of the Church supports the objective and perception of a "Safe Place to live and raise children."

Need: *(Why is there a need for the intended use of the property at this location?)*

The existing use of this Church facility has grown since its original completion in 1970. The current size and needs of the congregation as well as accessibility requirements have triggered the need for the proposed improvements. These include the larger gathering and fellowship spaces to allow for better socialization and a better community connections. Entrances and circulation pathways that are accessible to the disabled are now a requirement and the proposed projects improves this at entrances and with additional restrooms in spaces that had awkward access solutions.

Public Interest: *(How will the public interest be served if this application is approved?)*

St. Thomas Church has provided spiritual, fellowship and community services from this site for 50 years as the community has grown up around it, and has always endeavored to be a good neighbor and productive member of the community. The Church membership has grown dramatically over the past 6- 8 years, and even more accelerated growth is anticipated with the construction of the new Billings Catholic Schools Colton K-8 School on adjacent property since St. Thomas Church will play an active role in supporting the mission of the school.

The proposed additions and renovations will improve handicapped accessibility, expand seating for church services and fellowship activities, expand community support efforts such as holiday food baskets and children's Christmas gifts for the needy, expand parking, and provide a higher degree of safety and security for parishioners, staff and public visitors. The project will further enhance the site with increased and improved landscaping, outdoor plazas, and expanded drop off area. Energy efficiency will be improved with upgraded or new mechanical and electrical systems, upgraded building shell, and better temperature control systems.

Coupled with the new Colton School, the St. Thomas improvements will add to the development of currently undeveloped land into first class facilities serving the community and neighborhood.

Sincerely,

CTA ARCHITECTS ENGINEERS

Robert E. LaPerle

cc: CTA File

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<http://www.ctagroup.com> E-mail: info@ctagroup.com

Regular City Council Meeting

Meeting Date: 01/25/2016

TITLE: Zone Change 945 - 2512 Shiloh Road - Public Hearing

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 4A2 of Blue Meadow Acreage Tracts, a 1.06 acre parcel of land. The applicant, Gene Culver of Kincaid Land, LLC, and his agent, Sanderson Stewart, conducted a pre-application neighborhood meeting on November 16, 2015, at the King of Glory Church at 4125 Grand Avenue. The Zoning Commission is recommending approval and adoption of the findings of the 10 criteria.

Zone Change applications are reviewed using statutory criteria referenced in the Alternatives Analyzed section of this memo. Zone Changes require approval through an ordinance. Zone Changes allow the change from one type of zoning district to another type of zoning – e.g. residential single family to residential multi-family or residential to commercial. A Zone Change cannot have conditions of approval and if approved, permits the owner to use the land for any purpose allowed within the zoning district.

ALTERNATIVES ANALYZED

City Council may:

- Approve the zone change and adopt the findings of the 10 criteria as recommended by the Zoning Commission;
- Deny the zone change and adopt different findings of the 10 criteria;
- Allow the applicant to withdraw the zone change; or
- Delay action on the zone change request for up to 30 days.

The Planning Division reviewed the proposed zone change and recommended approval based on the findings of the 10 criteria for zone changes. The Zoning Commission concurred with this recommendation and proposed findings. The subject property is not located at the intersection of arterial streets but is proposed for a professional office for the current owner, Kincaid Land, LLC, in an existing structure. Shiloh Road in this area carries about 8,400 average daily vehicle trips and the proposed use should not have an impact on the street carrying capacity. There are single family uses to the south and west. The retirement community across Shiloh Road is more than 150 feet separated from this property and there should be no impact from the proposed RP zone. The uses allowed within the RP zoning are compatible with the surrounding zoning and neighborhood character. Any new development on the property requires compliance with the new zoning and the ability to meet site development requirements and traffic safety standards. The 2008 Growth Policy and the West Billings Neighborhood Plan encourage predictable land use decisions that are consistent with neighborhood character and land use patterns. The

existing use and proposed zoning are consistent with this neighborhood and land use pattern.

Prior to making its decision on the proposed zone change, the City Council shall consider the findings of the 10 criteria:

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

The proposed zone change is consistent with the following goals of the Growth Policy: *Predictable land use decisions that are consistent with neighborhood character and land use patterns. (Land Use Element Goal, page 6)*

The proposed zoning would permit small office uses on the property adjacent to existing and developing residential areas. The arterial street, Shiloh Road, would allow any traffic to be accommodated. Section 27-612(e) of the zoning code requires special treatment of site development so conflicts are reduced or eliminated between businesses and residences. The North Shiloh Corridor Overlay District requirements would also apply to any new or significant changes to the property. The proposed zoning is compatible with the existing uses.

More housing and business choices with each neighborhood. (Land Use Element Goal, page 6)

The existing zoning is restricted to residential uses. The proposed zoning will allow office uses and limited service businesses. No retail businesses would be allowed.

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

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

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

Public health and public safety will be promoted by the proposed zoning. The North Shiloh Overlay District requires compatibility between structures and abundant landscaping. Section 27-612(e) of the zoning regulations requires mitigation of any potential incompatible activities between commercial uses and residential uses. This will improve public health and safety and the general welfare of the adjacent neighbors.

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

Transportation: The proposed zoning should have a minimal impact on the surrounding streets.

Water and Sewer: The City provides sewer and water service to the property by extension of those utilities from Shiloh Road.

Schools and Parks: There should not be any impact to schools from the proposed zone change.

Fire and Police: The subject property is currently served by the City Public Safety Services. Commercial development of the site should not increase calls for service or change the nature of those calls for service.

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

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

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

Traffic generation from a commercial property is dependent on the specific uses within the development. In general, the proposed development of an office generates little additional daily traffic. The re-construction of Shiloh Road included a 10-foot wide multi-use path on the east side of the street and curb walk on the west side. There are currently 2 drive approaches installed to the property.

7. Will the new zoning will promote compatible urban growth?

The new zoning does promote compatibility with urban growth. The proposed zoning will provide an area to locate offices and small service businesses in an area where none currently exist.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?

The proposed zoning does consider the character of the district and the suitability of the property for office and limited commercial uses. The level of existing traffic along with the number of existing and planned residential developments in the area makes the current zoning of R-96 not sustainable for this property.

9. Will the new zoning conserve the value of buildings?

The lot is currently developed with a single family dwelling. Remodeling of the structure for a small professional office and maintaining living space will conserve and increase the value of this building and the surrounding home.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?

The proposed zoning will permit a greater variety of uses on the property and is the most appropriate use of the property.

FINANCIAL IMPACT

If the zone change is approved, the city fees based on zoning will increase. The city's tax base will be increased when the existing building is remodeled for the proposed use.

BACKGROUND

The applicant is requesting a zone change on this property to facilitate the remodeling of the existing home to include a professional office space for the owner, Kincaid Land, LLC. The owner wishes to convert a portion of the existing split level home for use as office space. Mr. Gene Culver, principle owner of Kincaid Land, LLC, could operate his business as a home occupation in the existing structure, but the limitations for home occupations would require Mr. Culver to reside at this location as well as restrictions on employees and signage that make a home occupation impractical for the owner.

The surrounding zoning is R-96 to the south, east, and west. The property to the north is zoned RP and is currently vacant. The owner to the north intends to develop a new 2-unit professional office space. The zone change to RP for this northern lot was approved by the City Council in 2014. Lots east across Shiloh Road are developed for the St. John's Lutheran Retirement Community and include care cottages, a chapel, a hospice unit as well as a nursing home. Property to the south across the High Ditch is developed for single family homes. These lots were created and developed in the 1970s outside the city limits.

These parcels were annexed in 1985 for access to city services. West of the subject property is

a newly developing townhome project with single family dwellings. Shiloh Road was reconstructed to include a 4 to 5 lane arterial street with limited access to adjacent properties. At this location, there is no access to travel north on Shiloh Road. To access the north bound lanes of Shiloh Road, drivers must go south to one of the intersections that allow access to the north or to the roundabout at Grand Avenue. In addition, only south bound traffic may access the subject property. The Shiloh Road and Rimrock Road intersection is a traffic signal controlled intersection. Traffic volume on this section of Shiloh Road is about 12,000 vehicle trips per day and the intersections of Grand and Shiloh, and Rimrock and Shiloh range from 14,000 to 15,000 vehicle trips per day. This volume of traffic in some situations may make maintaining or sustaining a single-family residential use more challenging.

The proposed zoning and use is not expected to have any impact on the traffic volume on Shiloh Road. The West Billings Neighborhood Plan adopted a goal of retaining retail and commercial centers at the intersections of arterial streets and encouraging non-retail, office and multi-family uses along arterial streets between those intersections. The proposed zoning of RP is intended to accommodate limited commercial and professional offices and would be compatible with adjoining residential districts. The 2008 Growth Policy encourages more housing and business choices within each neighborhood while ensuring those land uses are compatible with existing neighborhoods. The property is located within an existing and developing residential area but has access to a busy arterial street. The property, if zoned RP, would have to comply with the development standards for the North Shiloh Corridor Overlay zone and Section 27-612(e) – the “Neighborhood Manners” section of the zoning regulations that addresses potential conflicts between residential uses and commercial uses. The most restrictive requirement would govern the site development for specific characteristics such as noise generation, solid waste storage, building design, landscaping and screening.

The RP zone requires a maximum building height of 34 feet and a front property line minimum setback of 20 feet. The current structure meets these required minimum regulations for the RP zoning. The RP zoning also requires a maximum lot coverage of 50% (foot print of any roofed structures). Single family dwellings are allowed in the RP zone, but not two-family or multi-family dwellings. Each dwelling unit must have at least 10,000 square feet of lot area. The property is large enough to meet these standards. When part of the dwelling is remodeled for the professional office space, off street parking requirements will need to be met including a paved and properly drained parking lot for the use of the customers and the residents in the living space of the dwelling.

The applicant conducted a pre-application neighborhood meeting on November 16, 2015, at the King of Glory Church at 4125 Grand Avenue. Six surrounding property owners attended the meeting and asked questions regarding other properties that might be zoned RP in the future on Shiloh Road, height restrictions, use limitations and spot zoning. The meeting notes and attendance list are included as an attachment. The Planning Division did not receive any comments or concerns from surrounding property owners or city staff. The West Billings Neighborhood Plan adopted by the City in 2001 states the purpose of the plan is to guide the long-term growth of West Billings to ensure land is conserved and to avoid leapfrog development. A preferred land use map was developed locating and encouraging the development of neighborhood and community commercial centers at selected arterial street intersections. To support this “node” of commercial activity, non-retail businesses and higher density housing would be encouraged along these arterial streets between the commercial nodes. The proposed zoning meets these objectives of the West Billings Neighborhood Plan. The 2008 Growth Policy encourages the compatibility of adjacent zoning to new zoning especially in established neighborhoods. The proposed zoning is compatible with the adjacent

zoning and existing land uses. In addition, the North Shiloh Corridor Overlay District and Section 27-612(e) of the zoning code requires additional screening and buffering of any new commercial uses from the directly adjacent residential neighborhoods.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on January 5, 2016, and received the staff recommendation and testimony from the applicant, Gene Culver, and his agent, Sanderson Stewart. The Zoning Commission received no other testimony.

The Zoning Commission is recommending approval and adoption of the findings of the 10 criteria on a 4 to 0 vote.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

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

RECOMMENDATION

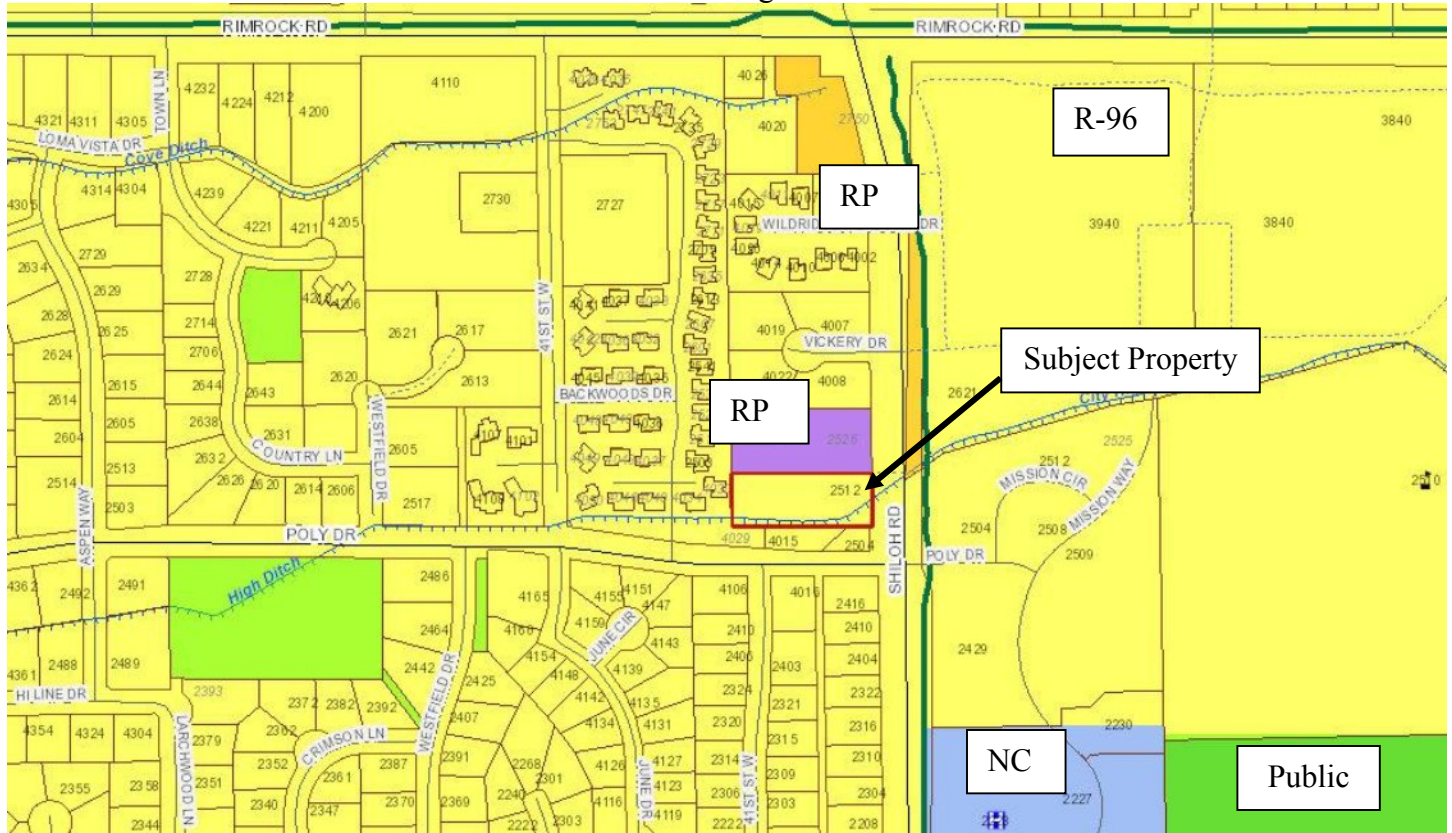
The Zoning Commission recommends approval and adoption of the findings of the 10 criteria for Zone Change 945 on a 4 to 0 vote.

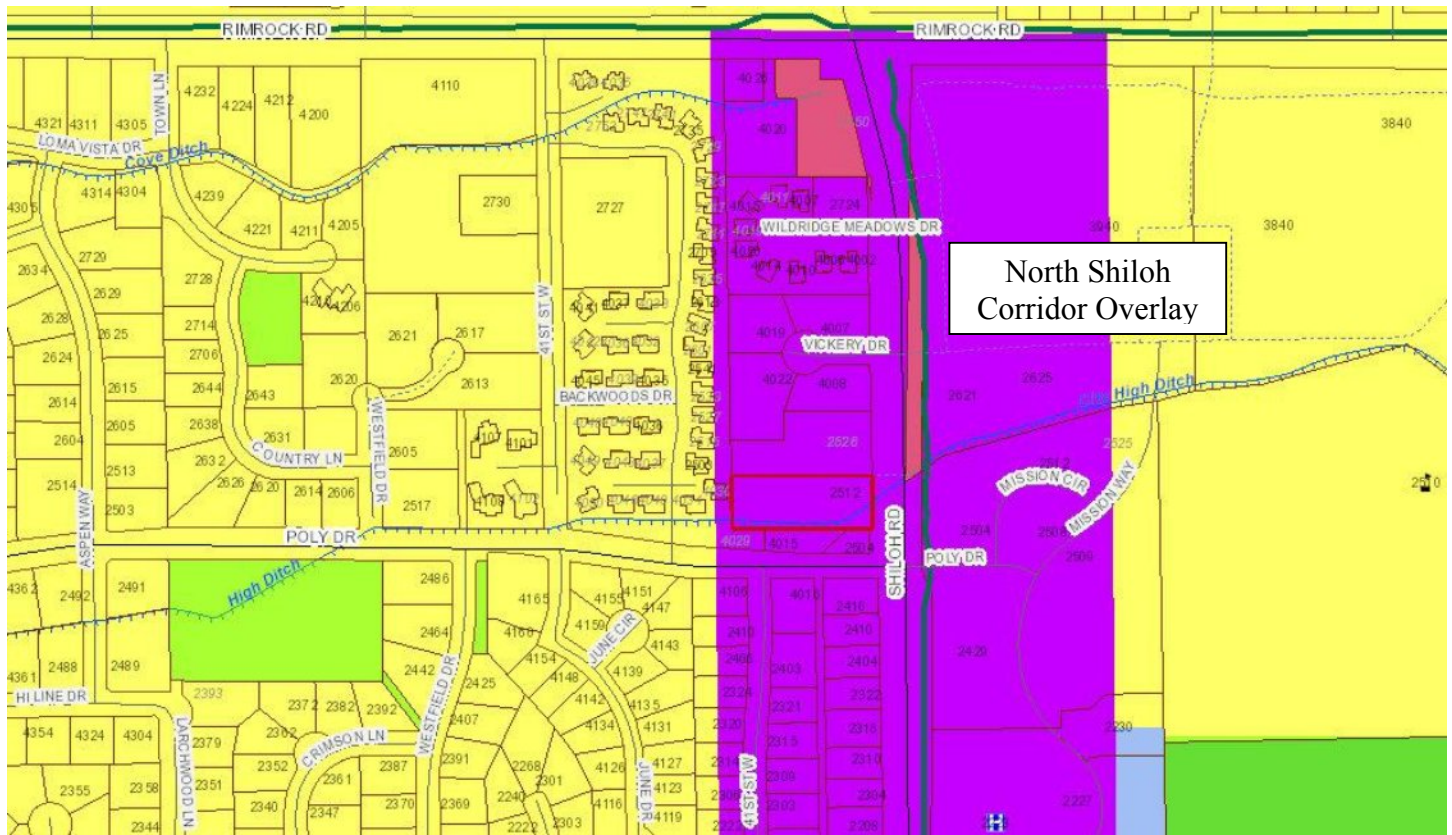
APPROVED BY CITY ADMINISTRATOR

Attachments

Zoning Map
Site Photos
Pre-application Info and Applicant Letter
Ordinance

Surrounding Zoning
Zone Change #945 – 2512 Shiloh Road





North Shiloh
Corridor Overlay

Site Photographs
Zone Change #945 – 2512 Shiloh Road



Subject Property



View north

Site Photographs
Zone Change #945 – 2512 Shiloh Road



View south



View north and east across Shiloh Road

Site Photographs
Zone Change #945 – 2512 Shiloh Road



View south and east across Shiloh Road



Aerial View

Applicant letter and pre-application meeting notes
Zone Change #945 – 2512 Shiloh Road

Nov 23, 2015
Project No. 11049.06

**TRACT 4A2, BLUE MEADOW ACREAGE TRACTS
ZONE CHANGE APPLICATION**

INTRODUCTION

The attached Zone Change Application is being submitted on behalf of Gene Culvert/Kincaid Land LLC for a proposed zone change from Residential to Residential Professional at 2512 Shiloh Road, Billings Montana. An exhibit identifying the subject parcels is attached to this application for reference.

The following information is provided to satisfy the supplemental information requirements for the Zone Change Application.

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

The proposed zone change request would provide the opportunity for a local business to operate harmoniously alongside a busy principal arterial and residential neighborhood. Rather than find a new site for the business, the zone change would allow a business to develop in an existing neighborhood and moreover, an existing building. This zone change would be one that is consistent with the character of Shiloh Road and increase the opportunity for more mixed use businesses within the adjacent neighborhoods.

Explain the need for the intended zone change and why the property cannot be used under the existing zoning. Explain how the new zoning will fit in with the existing zoning and land uses of the immediate area.

Under the current zoning, residential, the client is unable to operate his business office from the single family home. With changing the zoning to residential professional, the client will be able to operate his business from the existing home. The client foresees no additional traffic coming to and from the home and does not intend to sell the property in the foreseeable future. Residential Professional zoning would fit in well in the area as it is intended to complement surrounding residential districts and is consistent with the objectives of the comprehensive plan. Residential Professional zoning is also ideal along Shiloh Road as it is a principal arterial and mixed use would provide an ideal transition between the busy road and residential neighborhoods.

Blue Meadows Acreage Tract 4A2 – Zone Change Neighborhood Meeting

November 16, 2015

5:30 PM

King of Glory Church, 4125 Grand Avenue, Billings, MT

Introductions:

Pat Davies – Sanderson Stewart, Megan Terry – Sanderson Stewart

Overview by Pat Davies:

The purpose of the meeting is to present information to the public in order to change the zoning of the property owned by Kincaid Land LLC from Residential to Residential Professional. The client wishes to use the existing single family home located on the property for his business.

The property located just north of Tract 4A2 has recently been accepted for rezoning and has changed from Residential to Residential Professional. There is also another property further north that is currently undergoing review for the same zone change request.

The zone change is a 3-step process which includes submittal of an application, a neighborhood meeting (this meeting), and then review by the zoning commission.

Exhibits at Meeting: Aerial of the property; Section 27-306 District Regulations: Commercial and Industrial Uses; amended plat; colored zoning map

Questions:

- Do you see all the properties [along Shiloh] becoming Residential Professional?
 - (Pat) No, because Residential Professional is meant to fit into a residential neighborhood. It should be considered on a case by case basis and complement the neighborhoods with mixed uses. There are also some newly constructed homes in this area so it is unlikely we would see entire stretches of Shiloh applying for a zone change.
- What happens if the client sells his land – can someone build anything within RP zoning?
 - (Pat) If the zone change is accepted and Kincaid Land sells their property in the future, the Residential Professional zoning stays with the property. At this time, the client doesn't intend to sell the property in the foreseeable future. (A list of potential RP approved uses is passed around the table to show potentially approved and special review uses).
- What are the height restrictions on the property?

(Pat) With RP zoning, the height restriction is 34 feet, maximum lot coverage is 50%, and setbacks are 20 feet in the front, 10 feet on the sides, and 0 feet in the rear. (In follow up to the meeting it was determined that a building that is over 30 feet in height must also be setback from any residential property line a minimum of 30 feet (Section 27-612.e). It should also be noted that if RP uses are adjacent to residential uses, there will be bufferyard requirements for developments with less than 130,000 sq ft that require 10% minimum lot area landscaping, and a site obscuring fence or hedge where RP is adjacent to residential uses (Sec 27-1105)).
- Isn't this considered spot zoning? Can this occur in any neighborhood?

(Pat) RP uses are meant to complement a residential neighborhood and accommodate limited commercial and professional offices. These uses are compatible with adjoining residential and consistent with the objective of the comprehensive plan. (In follow up to the meeting it was determined that the West Billings Neighborhood Plan encourages non-retail, office, and multi-family uses at intersections of arterial streets, such as Poly and Shiloh. If zoned RP, the property would comply with the developments standards for North Shiloh Corridor Overlay District and Section 27-612 (e) of the zoning regulations that addresses conflicts between residential and commercial uses. Because of the location of this property, it meets the criteria for consideration for RP zoning and would be a compatible and predictable growth as outlined in the 2008 Growth Policy and west billings Neighborhood Plan.)

- Contact information was exchanged and neighbors were encouraged to contact Sanderson Stewart with any questions regarding the property. Adjourned at 5:55 pm.

TRACT 4A2, BLUE MEADOW ACREAGE TRACTS
 NEIGHBORHOOD ZONE CHANGE MEETING

NOVEMBER 16, 2015

5:30 P.M. - KING OF GLORY CHURCH
 4125 GRAND AVE, BILLINGS

NAME	ADDRESS	PHONE	EMAIL
Steve Henderson	4106 Rocky Dr.	605-480-1345	rhent79@gmail.com
Bill & Sherry Bond	4381 Williams Dr	656-0107	sbernhard@presnet.net
DHUE/MIKE BOYETT	2503 BURWOOD DR	694-2436	MIKE.BOYETT@CHURCH.NET
Ed Hledach	4515 Lone Vista	960-6034	edhledach@ymail.com

ORDINANCE NO. 16-_____
AN ORDINANCE AMENDING THE ZONE CLASSIFICATION
FOR Lot 4A2, Blue Meadow Acreage Tracts, a 1.06 acre
parcel of land, generally located at 2512 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 4A2 of Blue Meadow Acreage Tracts, a 1.06 acre parcel of land, generally located at 2512 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 January 25, 2016

PASSED, ADOPTED AND APPROVED on second reading February 8, 2016.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: Billie Guenther, City Clerk
Zone Change #945 – 2512 Shiloh Road

Regular City Council Meeting

Meeting Date: 01/25/2016

TITLE: Mediated Settlement of Demolition Claims for Parmly Billings Library

PRESENTED BY: Bill Cochran, Library Director

Department: Library

PROBLEM/ISSUE STATEMENT

The budget for asbestos abatement, demolition, and disposal of the old Parmly Billings Library project was \$441,000. Actual costs totaled \$1,481,699, with the difference being paid from Library unobligated reserves. The increased costs resulted from the Montana Department of Environmental Quality's disapproval of the original demolition plan, which relied upon on-site disposal, and its determination that debris piles on site contained regulated asbestos containing materials, requiring special handling and disposal of all debris. The City entered into mediation with Will Bruder + Partner, O2 Architects, Northern Industrial Hygiene, Jackson Contractor Group, LM Excavating, and Vertex, to resolve City claims of \$727,558 and claims by the other parties totaling approximately \$1,000,000. Two rounds of mediation, each lasting two days, have produced a settlement of \$175,000 for the City, as described in more detail below and in the attached overview.

ALTERNATIVES ANALYZED

City Council may:

- Approve, or;
- Disapprove

the mediated settlement.

FINANCIAL IMPACT

Approval of the mediated settlement will result in the City receiving a \$150,000 payment and the City will retain \$25,000 from its final payment to Jackson Contractor Group, for a total of \$175,000. As a condition of the settlement, the City will enter into a mutual release of claims against any of the other parties to the settlement arising out the demolition of the Parmly Billings Library, including the remaining balance of \$522,558 of City claims.

The Library's goal when the new Library building project began was to complete the project with:

- 1) an operating reserve, representing 25% of its annual budget (estimated at \$845,933 for FY16),

- 2) a reserve for accrued sick and vacation leave (estimated at \$81,000 for FY16), and

- 3) a new \$100,000 building maintenance reserve.

The Library projects all of these reserves will be funded, with an unobligated reserve of \$350,760, at the end of FY16; the mediated settlement will increase the projected unobligated reserve to \$525,760.

RECOMMENDATION

Staff recommends approval of the mediated settlement.

APPROVED BY CITY ADMINISTRATOR

Attachments

Overview of Parmly Billings Library Dispute

OVERVIEW OF PARMLY BILLINGS LIBRARY DISPUTE

A number of claims have arisen out of the demolition of the old library building. We have had two mediations, each lasting two days, as well as numerous follow-up conversations. We have a settlement opportunity that we have been told is the best we can do. If the case does not settle, litigation is a certainty. The City of Billings will either file a suit or be sued.

The claims and damages are complicated and detailed. The purpose of this memo is to provide a general overview of the primary claims and damages. It does not address every dollar of damages or set forth in detail the various legal theories.

The parties involved in the claims and proposed settlement

Will Bruder + Partners (Bruder) and O2 Architects

Bruder was the architect for The City on the Project. Bruder's offices are in Arizona. O2 Architects is an architectural firm in Billings. Bruder entered into a contract with O2 to provide assistance to Bruder on the library project.

Northern Industrial Hygiene (NIH)

The City contracted with NIH for the pre-demolition asbestos inspection and for additional asbestos inspection and testing during demolition.

Jackson Contracting Group (JCG)

JCG was the successful bidder for the construction of the new library and the demolition of the old building, paving the new parking lot and the associated landscaping.

LM Excavating (LM)

JCG subcontracted the demolition of the building to LM. JCG delegated the preparation of a demolition plan to LM.

Vertex

Vertex was brought into the project by LM's surety to help complete the demolition.

The City of Billings

The City of Billings owned the old library building and built the new library.

No Admission of Liability

The parties' willingness to enter into the settlement is not an admission of liability or fault by anyone. There are many reasons to settle a claim, including avoiding the costs, time and inconvenience of being involved in a lawsuit.

Demolition and Disposal

The old library building was known to include asbestos containing material (ACM). Therefore, the demolition was subject to EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) and Montana's Asbestos Control Act (ACA). These Acts required a thorough pre-demolition inspection for ACM and various permits. NIH performed the asbestos inspection in December of 2012 while the old library was still being used.

The original demolition plan called for debris from the old building being used as fill for the basement of the old library building. Disposing on-site uses saves the cost of hauling debris to the landfill and hauling in fill, and also saves landfill fees. On-site disposal required the removal and disposal of all "soft" materials because such materials could not be used for fill. In addition, any regulated asbestos containing materials had to be removed. Demolition began in early 2014 with Safetech performing abatement of the asbestos identified in the NIH inspection, plus \$10,000 in additional abatement of items missed by NIH in its asbestos inspection. LM began soft demolition in February of 2014, removing carpet and other materials that could not be used as fill for the basement.

On March 25, 2014, demolition stopped because JCG/LM had failed to obtain a NESHAP permit. Work was suspended for 27 days until JCG/LM obtained the necessary permits.

Work resumed on April 21 when the NESHAP permit was issued. On at least three occasions, LM stopped work because of what it claimed was ACM. Each time, the material was tested and no asbestos was found. On April 24 additional ACM's were discovered in the garage and parapet. NIH's pre-demolition inspection missed both the garage and the parapet. NIH performed a second asbestos inspection in April. It was decided that demolition and abatement would occur concurrently, which required abatement to occur after 5:00 p.m. and on weekends. Safetech completed the abatement on May 2. The additional abatement costs were \$67,118.22.

The major demolition of the building began on May 12, but was shut down just one week later. On May 19, JCG sent LM notice of default of the demolition contract and put the demolition on hold. JCG cited "two serious life-threatening incidents and [LM's] repeated lack of manpower and appropriate equipment." One event was LM dropping the excavator into the basement. While getting the excavator unstuck, LM caused debris to fall into the basement. The other event was LM allegedly nearly taking down structural elements that could have caused the old library to fall on to the new library. JCG stopped further work by LM until LM prepared a new demolition plan on how to safely take down the building. JCG required a plan that was approved by an engineer and which met OSHA requirements. That revised plan was not approved by JCG until August 11, 2014, causing a delay of 84 days. JCG also asked that LM's surety, take over the demolition, and Vertex became involved in the demolition.

While demolition was suspended by JCG, Mr. Thompson of DEQ inspected the site on May 25. He saw debris in the basement from the excavator incident and determined the debris violated the Solid Waste Management Act. Mr. Thompson would only allow very limited types of debris to be used as fill in the basement, and the on-site disposal plan had to be scrapped.

On May 29, 2014, DEQ performed an asbestos inspection after an anonymous complaint. At that time, about 20% to 30% of the building was down and in piles, and work had stopped while LM prepared a demolition plan. LM had been driving over the debris to crush it to (1) segregate it and (2) prepare the material for onsite disposal. DEQ took samples for no more than 15 minutes and found alleged ACM, including one piece of window glazing compound.

On June 5, 2014, DEQ sent a letter prohibiting further work on the site. DEQ required inspection and removal of non-SWMA compliant materials from the basement. In addition, DEQ claimed that all the debris on the ground contained regulated asbestos containing materials (RACM) and therefore had to be handled as asbestos-contaminated waste. DEQ took the position that if building materials containing non-friable asbestos were run over and "ground" by an excavator, the asbestos had become friable and therefore RACM. DEQ also took the position that the 2012 pre-demolition asbestos inspection by NIH was not adequate. Therefore, any materials that were not tested in 2012 were assumed to be RACM. NIH and The City unsuccessfully contested the DEQ's position.

Removal of the RACM debris started on June 23. This work was done by Safetech and could be done even though LM had not completed the revised demolition plan. The first month was spent removing debris from the basement from the excavator incident. The debris had to be wrapped in plastic "burritos" and hauled to the landfill for disposal as hazardous waste. JCG assisted by bringing in equipment and a certified operator. The last of the RACM debris was removed on August 30, 2014.

Demolition of the buildings resumed on September 2 and was completed in mid-October. During this work, additional ACM materials were found, including in the elevator and front entry. The asbestos was removed at a cost of \$12,259.00. The abatement delayed demolition for one day. The work was not completed in time to complete the paving of the new parking lot or landscaping. The project was shut down for the winter and completed in the spring and early summer of 2015.

Increased Demolition and Disposal Costs

The original contract price for asbestos abatement, demolition and disposal of the old library building was \$441,000. The actual costs were \$1,481,699. There were two primary causes of the increased costs. First, the contract was based on a demolition plan using on-site disposal. When the DEQ rejected the on-site disposal plan in May of 2014, all debris had to be disposed of off-site and fill had to be brought in. That increased the disposal costs by \$437,419. The City is responsible for the costs of off-site disposal.

The second reason for the increased costs was DEQ's determination in May of 2014 that the debris piles on site contained RACM. As noted, the DEQ declaration that the debris was contaminated with asbestos meant special handling and disposal of the debris was required. The City is responsible for what the disposal costs would have been had the debris been non-RACM, but not for the additional costs caused by the presence of RACM. Part of the extra cost was additional landfill charges of \$88 per ton for RACM debris versus \$17 per ton for non-RACM debris. The remainder is additional handling costs. This resulted in additional costs of \$528,422 caused by the presence of alleged RACM.

The City did nothing that caused the debris piles to become contaminated. However, as the owner of the building, state and federal law made The City strictly liable for the presence of asbestos and the additional cleanup costs. The City sought recovery for these extra costs from all the contractors and subcontractors under various theories. Unlike The City, the contractors were not strictly liable. The City would have to prove that the contractor's negligence caused asbestos to be in the debris pile. For example, The City would have to show that a reasonable inspection would have discovered the asbestos that the DEQ found in the debris pile, which may be difficult to do if the asbestos was hidden behind sheetrock or layers of paint. A jury would ultimately decide who should bear what percentage of the entire costs.

The City had other additional expenses related to asbestos. The major costs were:

Increased Landfill Disposal Costs for RACM materials	\$528,422
Unnecessary soft demolition	156,214
Cost of emergency asbestos abatement	23,492
Additional asbestos abatement	<u>12,259</u>
	\$727,558

Delay Claims

The other issues arising from the demolition are claims for damages caused by the delay in completing the project. The demolition of the building and construction of the parking garden was scheduled to be completed by the end of June, 2014. It was not finished until June of 2015. The City, JCG, LM and Vertex all made claims for damages for delay. JCG, LM and Vertex made claims against The City, claiming that that approximately 125 days of delay were caused by the presence of asbestos, such as the DEQ shut down of the site in June of 2014, the time it took to remove the alleged asbestos contaminated debris from the site, and other delays caused by the discovery of asbestos containing materials during demolition. We believe the delay claims are approximately \$1,000,000.

The City disputed these claims. JCG and LM were responsible for extended delays caused by their failure to obtain permits required by state and federal law and because JCG stopped work on the project until LM prepared a new demolition plan. Much of these periods of delay overlapped. Therefore, even though the DEQ stopped further demolition at the site while

the alleged asbestos containing debris was removed, no additional demolition could have been done because JCG/LM did not have an approved demolition plan. The City believes the delay caused solely by asbestos related issues was around 30 days.

The legal term for this issue is concurrent and non-concurrent delay. There is no law in Montana on this issue, so it is impossible to predict an outcome if this matter goes to trial. The jury may ultimately have to decide who caused the delays and what damages, if any, the delays caused.

The City's Delay Claims

The City incurred \$100,000 in costs for having to carry this project over the winter. The delays were primarily the result of asbestos that was not discovered during the inspection.

The Settlement Offer

The City of Billings would receive a total of \$175,000. NIH will pay The City \$150,000. JCG has agreed to reduce the amount they are owed under the contract with the City by \$25,000.

The contractors will settle the delay claims of JCG, Vertex and LM. The amount paid by the contractors is confidential.

NIH, The City, JCG, LM, Vertex, O2 and Bruder will enter into a mutual release of claims against each other arising out of the demolition of the library building.

If this matter is not resolved, The City's only recourse is to file suit against the contractors and subcontractors to recover its damages. Even if The City did not file suit, JCG will almost certainly sue The City. This would be a complicated case, with numerous factual issues, legal issues, and issues requiring expert testimony. The case would probably be set for trial two years from now, and the actual trial would last two weeks. Attorney fees and experts would be at least \$250,000, plus significant time and effort by the City Attorney's Office, Bill Cochran and Tina Volek. Although \$175,000 is significantly less than The City's claims, settling avoids the risk of an unfavorable outcome at trial and avoids the certainty of substantial costs to The City.

As previously mentioned, the parties' willingness to enter into the settlement is not an admission of liability or fault by anyone. There are many reasons to settle a claim, including avoiding the costs, time and inconvenience of being involved in a lawsuit.