

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

March 14, 2016

6:30 P.M.

CALL TO ORDER: Mayor Hanel

PLEDGE OF ALLEGIANCE: Mayor Hanel

INVOCATION: Councilmember McFadden

ROLL CALL: Councilmembers present on roll call were:

MINUTES: February 22, 2016

COURTESIES:

PROCLAMATIONS:

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1, #4 & #5 ONLY.

Speaker sign-in required. (Comments offered here are limited to one (1) minute for one item, or three (3) minutes for multiple items. Please sign in at the cart located at the back of the council chambers or at the podium. Comment on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For Items not on this agenda, public comment will be taken at the end of the agenda.)

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

A. **Bid Awards:**

1. **W.O. 16-03 City Overlay.** (Opened 02/23/2016) Recommend Hardrives Construction Inc., \$298,030.
2. **Concrete Restoration of City Parking Structures I, II and III.** (Opened 02/23/2016) Recommend Restocon Corporation, \$309,201.

B. W.O. 09-15

1. **Bid Award for W.O. 09-15 Grand Avenue, Zimmerman Trail to Shiloh Road.** (Opened 02/23/2016) Recommend Knife River, \$3,816,036.32.
2. **Approval of Right of Way Agreement and Warranty Deeds for W.O. 09-15,** Grand Avenue, from Yegen Grand Avenue Farms.
3. **Approval of Right of Way Agreement and Warranty Deed for W.O. 09-15,** Grand Avenue, from KZ Bar Limited Partnership.

C. **Resolution creating an Ad-Hoc Council Advisory Committee on the Babcock Theater.**

D. **Reimbursement Agreement with School District #23 for W.O. 14-13, Elysian Area Water and Sanitary Sewer Extension Project, Schedule 2, \$83,061.36.**

E. **Amendment #2, W.O. 15-07: Orchard Lane, Professional Services Contract, Kadrmas, Lee & Jackson, Inc., \$21,800.**

F. **Resolution authorizing the purchase of the south half of Lot 3, Block 9, Sunnyside Subdivision, located at 2315 and 2325 9th Avenue North; \$335,000.**

G. **Acceptance of Donation to Animal Shelter, The Humane Society of the United States, \$1,500.**

H. **Acceptance of Federal Aviation Administration Airport Improvement Program Grants.**

I. **Resolution of Intent to create SILMD 322, Orchard Lane street lights, and set a public hearing date for April 11, 2016.**

J. Bills and Payroll:

1. February 1, 2016
2. February 8, 2016
3. February 16, 2016
4. February 22, 2016

REGULAR AGENDA:

2. **CONTINUANCE OF PUBLIC HEARING AND SPECIAL REVIEW #938:** a special review to construct two triplexes and two fourplexes in a Residential 6,000 (R-60) zone on a 38,379 square foot parcel of land described as: Lot 6, Wolf Subdivision and located at 3104 Boulder Avenue. Zoning Commission recommends conditional approval and adoption of the findings of the 3 criteria. (Action: approval or disapproval of Zoning Commission recommendation.)
3. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward I to include recently annexed property in Annexation #16-01: an approximate 3.541 acre parcel of land located east of the United States Post Office property on South 27th Street between Lillian Avenue and what would be 7th Avenue South. Phillips 66 Company, owner. Staff recommends conditional approval. (Action: approval or disapproval of staff recommendation.)
4. **AMEND PARK DEVELOPMENT COUNCIL CONTRACT RENEWAL.** Staff recommends approving renewal of the agreement contingent upon re-negotiation prior to January 24, 2017. (Action: approval or disapproval of staff recommendation.)
5. **APPROVAL** of Tax Increment Grant of up to \$45,000 to Joni Harmon for restoration of the Price Motors Building located at 2611 Minnesota Avenue. 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:** 03/14/2016**TITLE:** Bid Award: W.O. 16-03 Contract #3 City Chip Seal**PRESENTED BY:** David Mumford, Public Works Director**Department:** Public Works

PROBLEM/ISSUE STATEMENT

This project is part of the ongoing Street Preventative Maintenance Program supported by the City Council since 1985. Annually, staff identifies streets proposed for preventative maintenance and bids this work in three contracts: chip seal resurfacing, overlay resurfacing and crack sealing. Chip sealing is an economical surface treatment designed to protect and prolong the life of the pavement. This contract will provide a chip seal on approximately 4 miles of streets throughout the City. An attached map shows the locations of the proposed work. Staff opened bids on February 23, 2016, for the Work Order 16-03, Contract #3 City Chip Seal. The contract was advertised on February 11 and 18 in the Billings Times and on the City's website. Hardrives Construction Inc. submitted the lowest responsible bid.

ALTERNATIVES ANALYZED

The Council may:

- Award W.O. 16-03, Contract #3 City Chip Seal to Hardrives Construction Inc. in the amount of \$298,030.00; or
- Do not award a contract and reject all bids. If this project is not awarded, the deferred maintenance of City streets will increase.

FINANCIAL IMPACT

The following bids were received and evaluated:

Contractor	Bid Amount
Hardrives Construction Inc.	\$298,030.00
Riverside Contracting, Inc.	\$345,750.00
Knife River - Billings	\$350,250.00
Pavement Maintenance Solutions, Inc.	\$350,970.00
H.L. Ostermiller Const. Inc.	\$389,161.40

The funding for the project was budgeted in FY16 and the source is gas tax and arterial funds. The previously encumbered funds represent the construction contract already approved by City Council for the overlay and crack seal projects.

Project Budget	\$2,000,000.00
Previously Encumbered	\$1,478,525.49
This Contract	\$298,030.00
Budget Remaining	\$223,444.51

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 16-03, Contract #3 City Chip Seal to Hardrives Construction Inc. in the amount of \$298,030.00.

APPROVED BY CITY ADMINISTRATOR

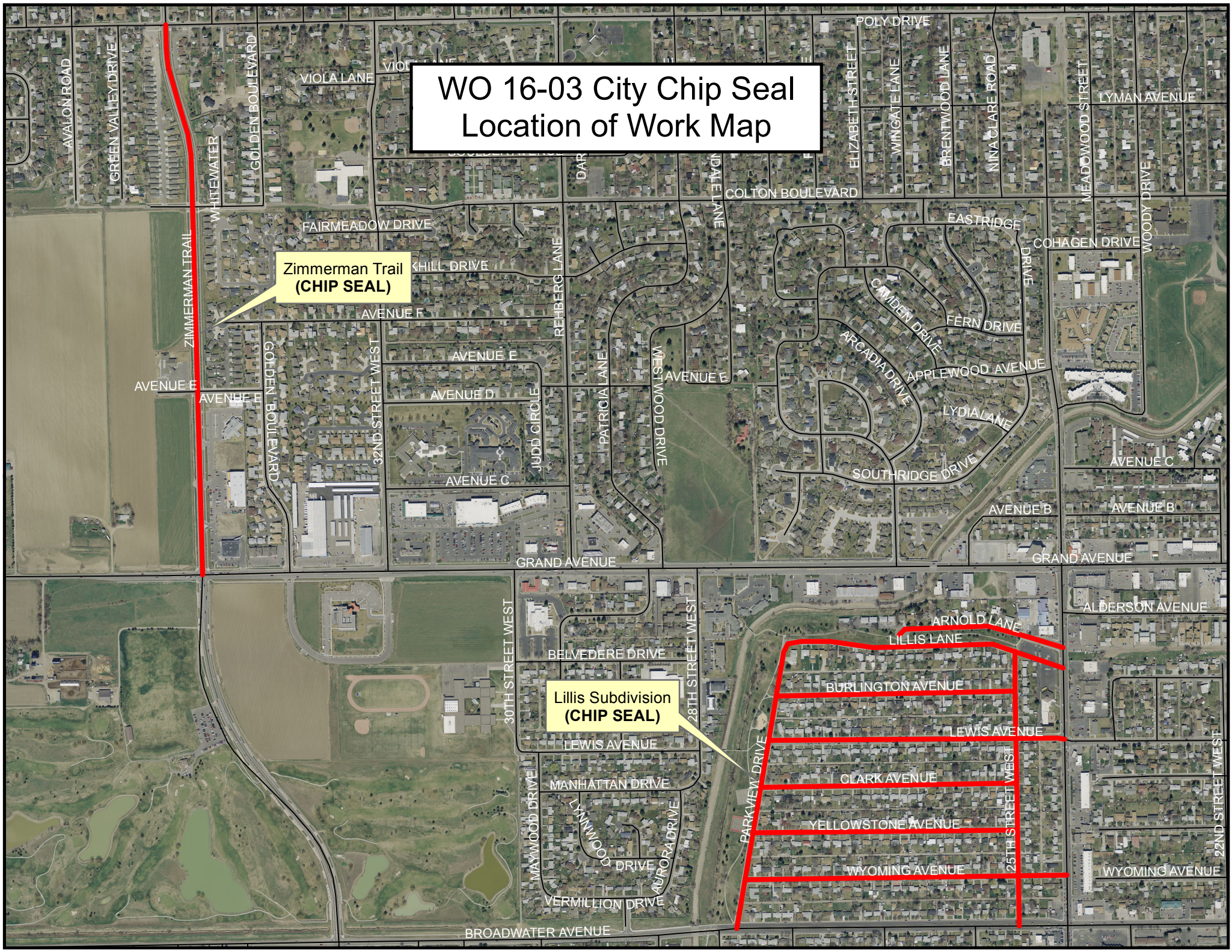
Attachments

Location of Work Map

WO 16-03 City Chip Seal Location of Work Map

Zimmerman Trail
(CHIP SEAL)

Lillis Subdivision
(CHIP SEAL)



Regular City Council Meeting

Meeting Date: 03/14/2016

TITLE: Approve Contractor for Concrete Restoration - Parking Garages I, II, III

PRESENTED BY: Tracy Scott, Parking Manager

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

In 2014, Walker Restoration Consultants completed a condition appraisal audit for the City of Billings Parking Structures I, II, and III. The audit identified the need for concrete repairs, concrete waterproofing, and miscellaneous repairs in each garage. The structural repairs were divided into three phases: Concrete, Waterproofing, Mechanical/Electrical Systems/Miscellaneous repair. Walker recommended focusing on the concrete and waterproofing repairs in order to minimize future deterioration and corrosion activity of structural components in each of the structures.

ALTERNATIVES ANALYZED

City Council may:

- Approve the low bid and award a contract to Restocon Corp, or;
- Reject all bids.

FINANCIAL IMPACT

The 2016 Parking Fund Construction and Capital budget is \$285,900.00 to cover the concrete restoration work on all three parking structures. Since the low bid exceeds the budgeted amount, other spending will be reduced or staff may request a budget amendment at a future meeting.

On Tuesday, February 24, 2016, the following bids were submitted and announced for the Concrete Restoration of City Parking Structures I, II, and III:

RESTOCON CORPORATION - all documentation was submitted and amendment was noted.
Bid amount - \$309,201.00

JOHN ROHRER CONTRACTING COMPANY - documentation was submitted. Amendment was NOT noted. Bid amount - \$354,084.00

FISHER CONSTRUCTION - all documentation was submitted and amendment was noted. Bid amount - \$434,686.00

PIONEER WATERPROOFING CO. INC. - all documentation was submitted and amendment was noted. Bid amount - \$717,043.00

RECOMMENDATION

Staff recommends that the City Council award a contract for parking garage concrete restoration with RESTOCON CORPORATION for a total of \$309,201.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 03/14/2016

TITLE: WO 09-15 Grand Avenue Bid

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

WO 09-15, Grand Avenue project, will widen and reconstruct Grand Avenue from Zimmerman Trail to Shiloh Road. This includes constructing two roundabouts, street lighting, widening to a 5 lane section with median curb, and storm drain improvements. The roundabouts will be constructed at 38th Street West and the future 36th Street West with HAWK signals for pedestrian crossings. Sidewalk will be constructed on the north side and a multi-use path will be constructed on the south side. Street lighting will be constructed from 30th Street West to Shiloh Road. Storm drain will be constructed from Shiloh Road to Zimmerman Trail. Water and sanitary sewer mains and services will be extended into vacant properties on both sides for future development. The project was bid on February 23rd. There were two bids for W.O. 09-15. Knife River was the lowest responsible bidder.

ALTERNATIVES ANALYZED

City Council may:

- Approve the construction contract for WO 09-15 with Knife River in the amount of \$3,816,036.32; or,
- Do not approve the construction contract. If the project is not approved, Grand Avenue will not be constructed at this time.

FINANCIAL IMPACT

The following bids were received and evaluated:

Contractor	Amount
Engineer's Estimate	\$4,072,383.95
Knife River	\$3,816,036.32
CMG Construction	\$4,850,362.15

Budgeted Amount	\$5,333,735
Previously Encumbered	\$457,979
This Contract	\$3,816,036.32
Remaining Budget	\$1,059,719.68

The project budget is comprised of arterial fees, storm drain funds, sanitary sewer fees, and water fees.

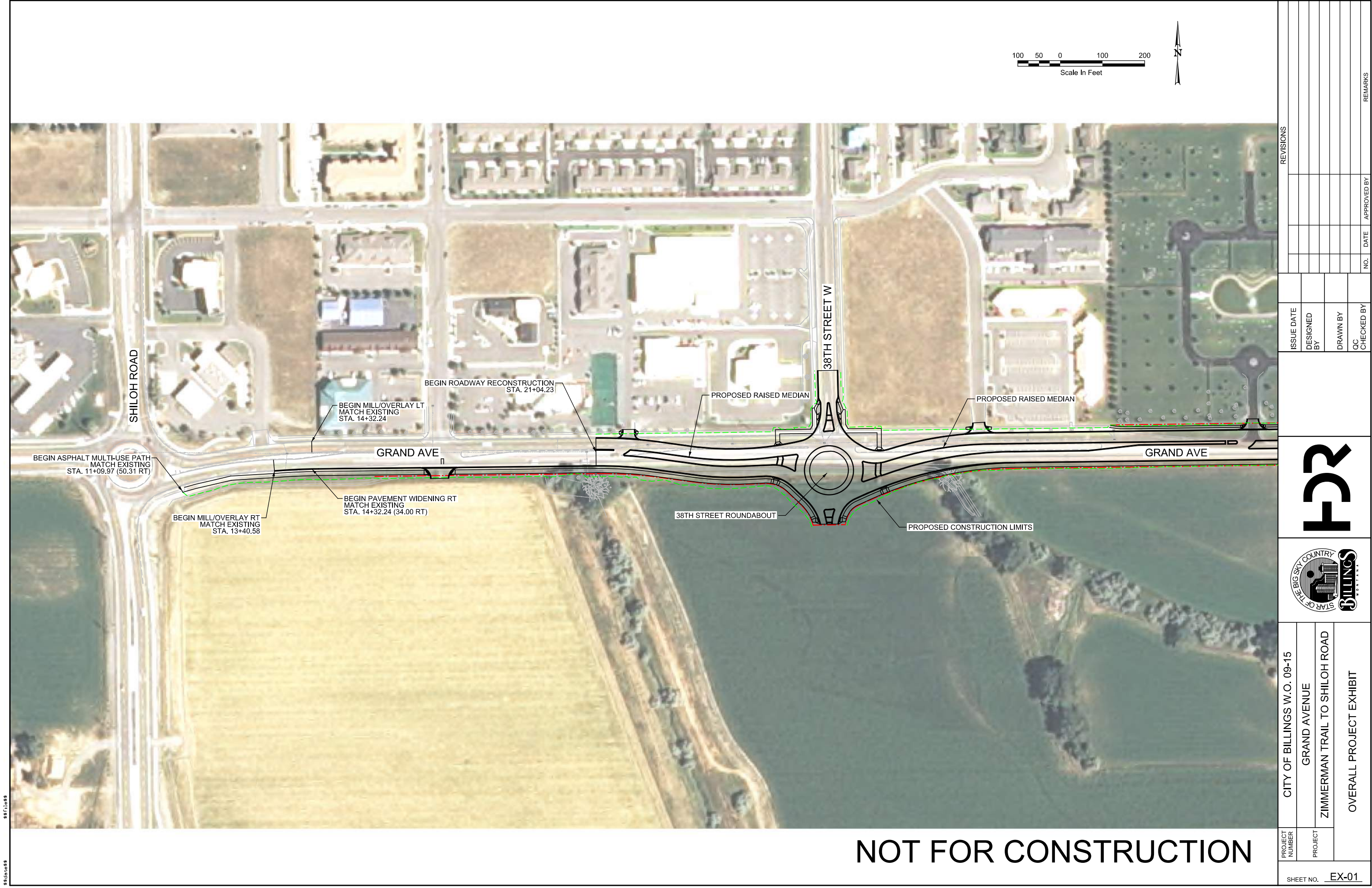
RECOMMENDATION

Staff recommends that the City Council approve a contract with Knife River for WO 09-15 in the amount of \$3,816,036.32.

APPROVED BY CITY ADMINISTRATOR

Attachments

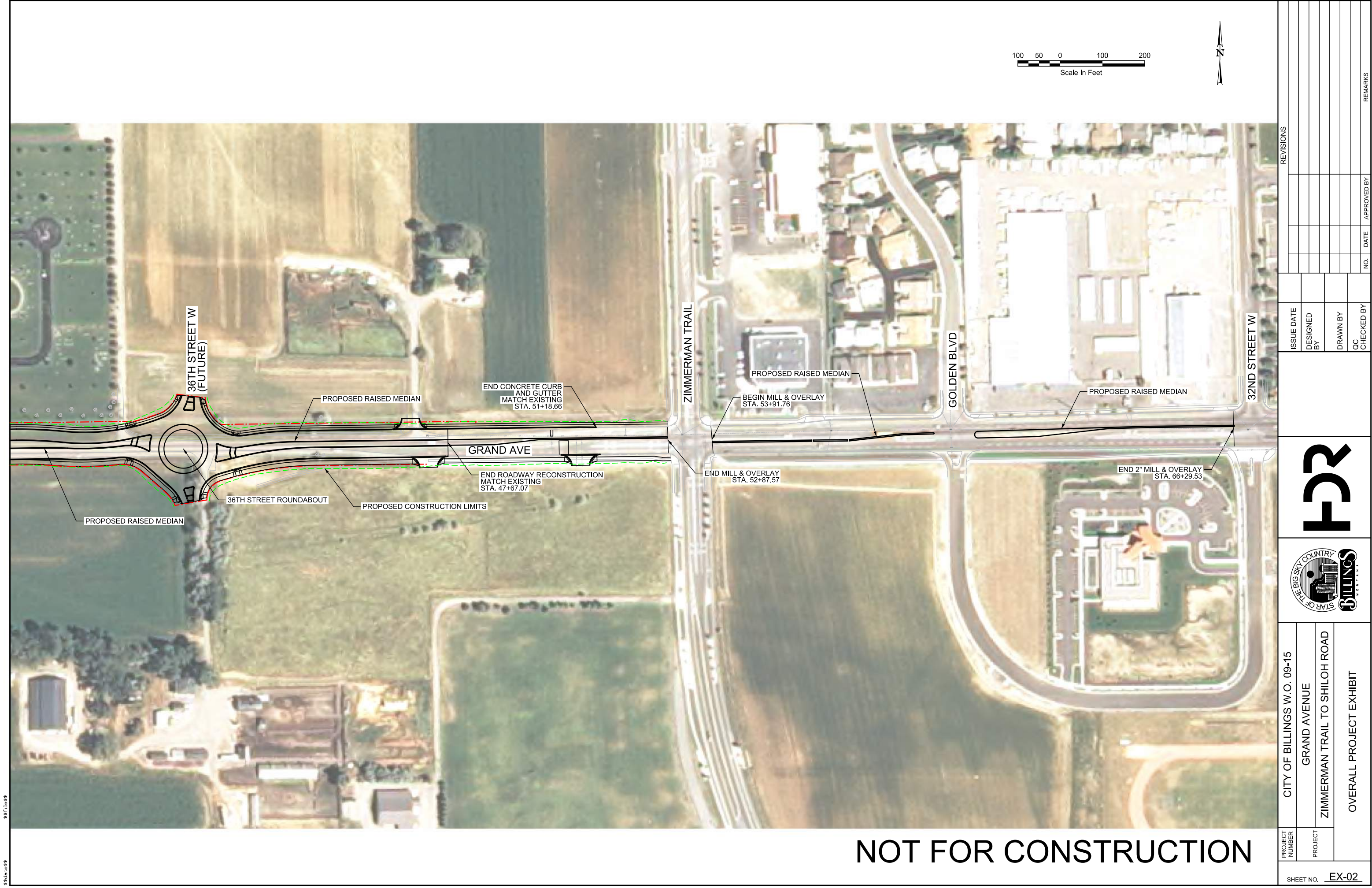
Grand Avenue Exhibit



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NOT FOR CONSTRUCTION

PROJECT NUMBER		CITY OF BILLINGS W.O. 09-15								ISSUE DATE		REVISIONS													
PROJECT		GRAND AVENUE										DESIGNED BY													
		ZIMMERMAN TRAIL TO SHILOH ROAD												DRAWN BY											
		OVERALL PROJECT EXHIBIT								QC CHECKED BY				NO.		DATE		APPROVED BY		REMARKS					
SHEET NO.				EX-01																					

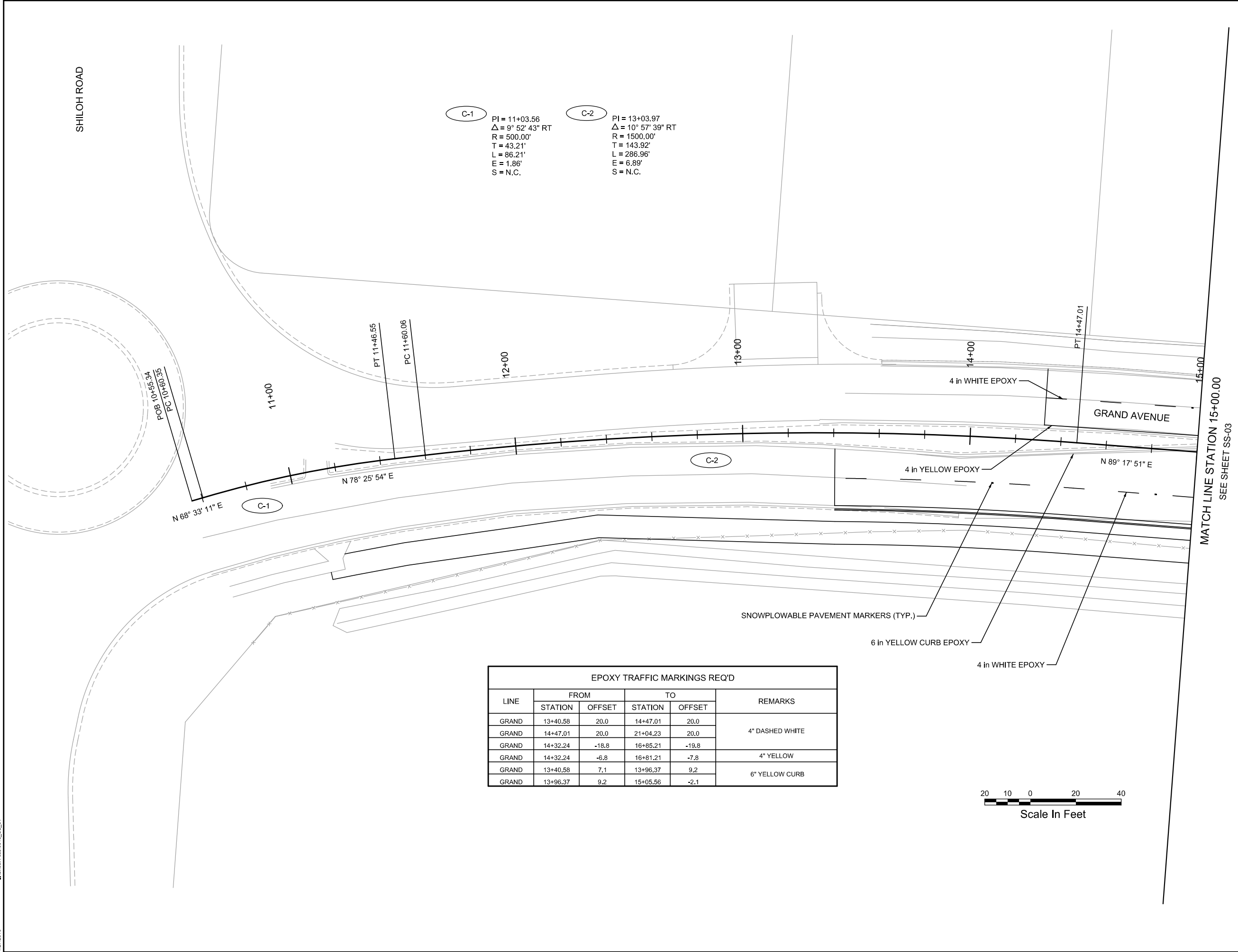


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NOT FOR CONSTRUCTION

PROJECT NUMBER		CITY OF BILLINGS W.O. 09-15 GRAND AVENUE ZIMMERMAN TRAIL TO SHILOH ROAD				REVISIONS			
ISSUE DATE									
DESIGNED BY									
PROJECT		ZIMMERMAN TRAIL TO SHILOH ROAD	DRAWN BY						
OVERALL PROJECT EXHIBIT			QC CHECKED BY						
		SHEET NO. <u>EX-02</u>		NO.		DATE	APPROVED BY	REMARKS	

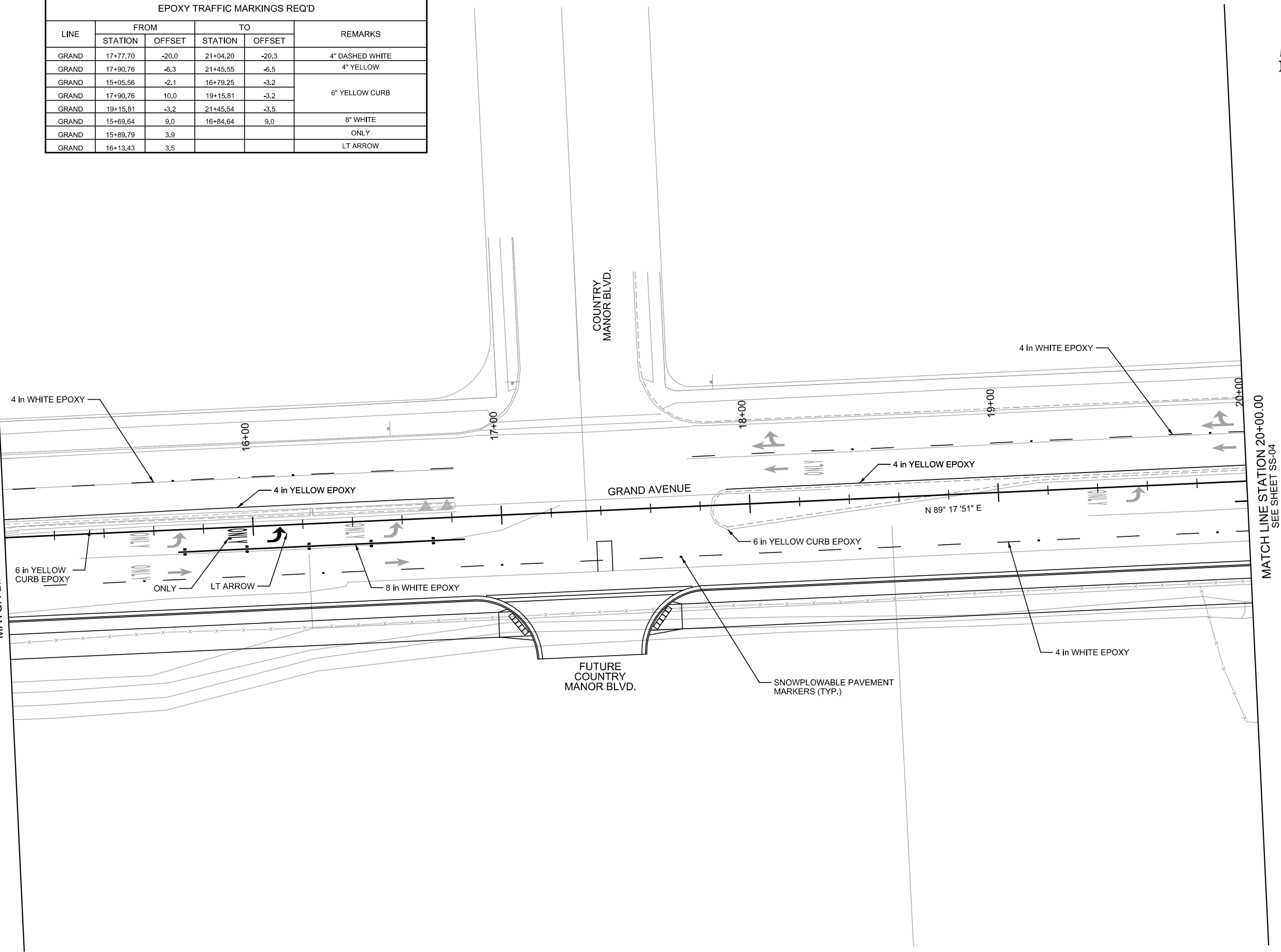
1/27/2016
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PROJECT NUMBER		CITY OF BILLINGS W.O. 09-15				ISSUE DATE				REVISIONS							
PROJECT		GRAND AVENUE				DESIGNED BY		RCL									
		ZIMMERMAN TRAIL TO SHILOH ROAD				DRAWN BY											
		STRIPING PLAN SHEET		QC		CHECKED BY		TEO		1		1/28/2016		ISSUE FOR BID			
		GRAND AVENUE								NO.		DATE				REMARKS	
SHEET NO.		SS-02															

EPOXY TRAFFIC MARKINGS REQ'D					
LINE	FROM		TO		REMARKS
	STATION	OFFSET	STATION	OFFSET	
GRAND	17+77.70	-20.0	21+04.20	-20.3	4" DASHED WHITE
GRAND	17+90.76	-6.3	21+45.55	-6.5	4" YELLOW
GRAND	15+05.56	-2.1	16+79.25	-3.2	6" YELLOW CURB
GRAND	17+90.76	10.0	19+15.81	-3.2	
GRAND	19+15.81	-3.2	21+45.54	-3.5	
GRAND	15+69.64	9.0	16+84.64	9.0	8" WHITE
GRAND	15+89.79	3.9			ONLY
GRAND	16+13.43	3.5			LT ARROW

SEE SHEET SS-02
MATCH LINE STATION 15+00.00

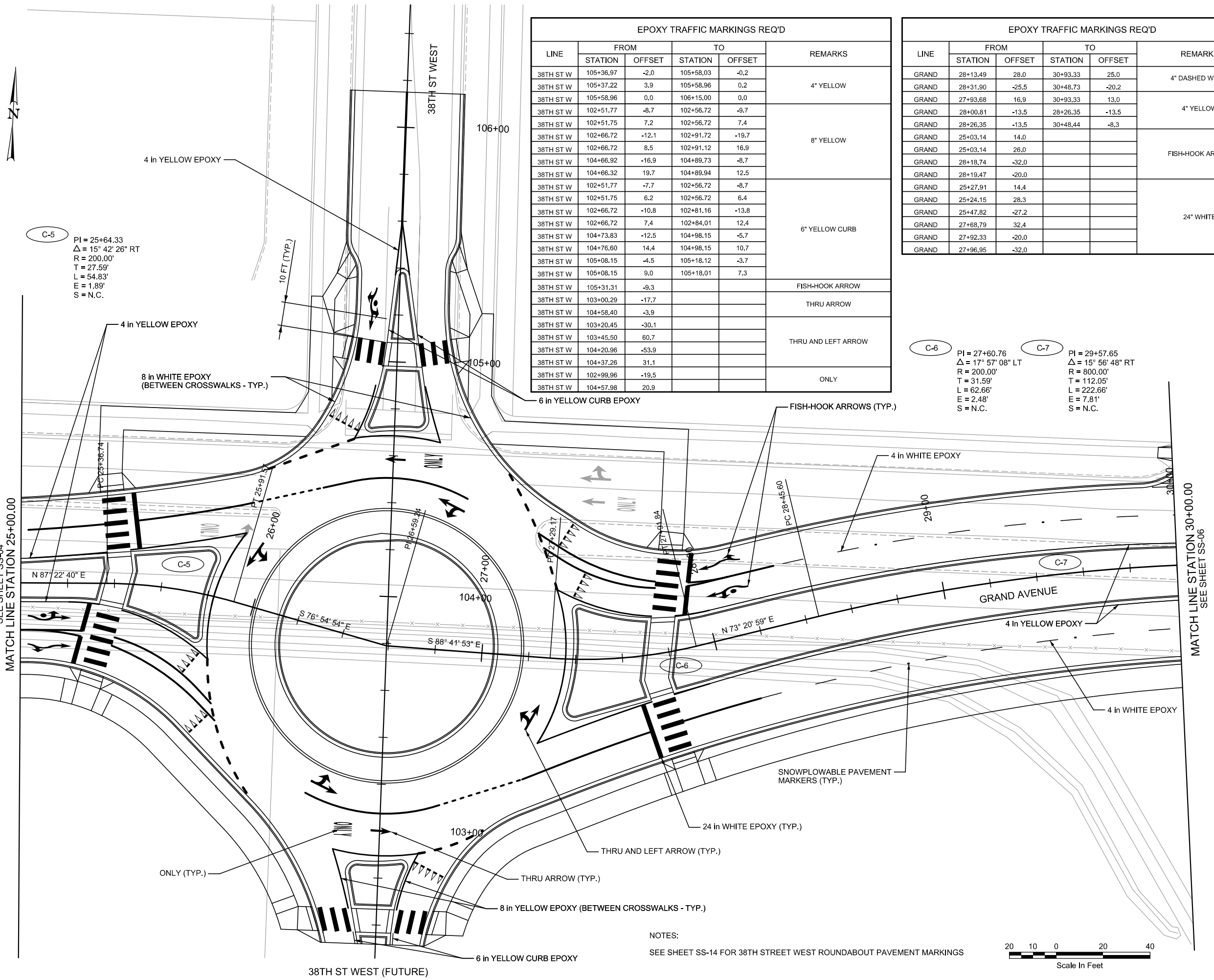


MATCH LINE STATION 20+00.00
SEE SHEET SS-04



PROJECT NUMBER		CITY OF BILLINGS W.O. 09-15												ISSUE DATE		DESIGNED BY		RCL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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SEE SHEET SS-04
MATCH LINE STATION 25+00.00



C-5
PI = 25+64.33
Δ = 15° 42' 26" RT
R = 200.00'
T = 27.59'
L = 54.83'
E = 1.89'
S = N.C.

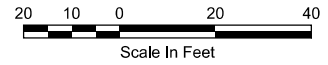
C-6
PI = 27+60.76
Δ = 17° 57' 08" LT
R = 200.00'
T = 31.59'
L = 62.66'
E = 2.48'
S = N.C.

C-7
PI = 29+57.65
Δ = 15° 56' 48" RT
R = 800.00'
T = 112.05'
L = 222.66'
E = 7.81'
S = N.C.

EPOXY TRAFFIC MARKINGS REQ'D					
LINE	FROM		TO		REMARKS
	STATION	OFFSET	STATION	OFFSET	
38TH ST W	105+36.97	-2.0	105+58.03	-0.2	4" YELLOW
38TH ST W	105+37.22	3.9	105+58.96	0.2	
38TH ST W	105+58.96	0.0	106+15.00	0.0	
38TH ST W	102+51.77	-8.7	102+56.72	-9.7	8" YELLOW
38TH ST W	102+51.75	7.2	102+56.72	7.4	
38TH ST W	102+66.72	-12.1	102+91.72	-19.7	
38TH ST W	102+66.72	8.5	102+91.12	16.9	
38TH ST W	104+66.92	-16.9	104+89.73	-8.7	
38TH ST W	104+66.32	19.7	104+89.94	12.5	
38TH ST W	102+51.77	-7.7	102+56.72	-8.7	6" YELLOW CURB
38TH ST W	102+51.75	6.2	102+56.72	6.4	
38TH ST W	102+66.72	-10.8	102+81.16	-13.8	
38TH ST W	102+66.72	7.4	102+84.01	12.4	
38TH ST W	104+73.83	-12.5	104+98.15	-5.7	
38TH ST W	104+76.60	14.4	104+98.15	10.7	
38TH ST W	105+08.15	-4.5	105+18.12	-3.7	FISH-HOOK ARROW
38TH ST W	105+08.15	9.0	105+18.01	7.3	
38TH ST W	105+31.31	-9.3			
38TH ST W	103+00.29	-17.7			THRU ARROW
38TH ST W	104+58.40	-3.9			THRU AND LEFT ARROW
38TH ST W	103+20.45	-30.1			
38TH ST W	103+45.50	60.7			
38TH ST W	104+20.96	-53.9			ONLY
38TH ST W	104+37.26	31.1			
38TH ST W	102+99.96	-19.5			
38TH ST W	104+57.98	20.9			

EPOXY TRAFFIC MARKINGS REQ'D					
LINE	FROM		TO		REMARKS
	STATION	OFFSET	STATION	OFFSET	
GRAND	28+13.49	28.0	30+93.33	25.0	4" DASHED WHITE
GRAND	28+31.90	-25.5	30+48.73	-20.2	
GRAND	27+93.68	16.9	30+93.33	13.0	4" YELLOW
GRAND	28+00.81	-13.5	28+26.35	-13.5	
GRAND	28+26.35	-13.5	30+48.44	-8.3	
GRAND	25+03.14	14.0			FISH-HOOK ARROW
GRAND	25+03.14	26.0			
GRAND	28+18.74	-32.0			
GRAND	28+19.47	-20.0			24" WHITE
GRAND	25+27.91	14.4			
GRAND	25+24.15	28.3			
GRAND	25+47.82	-27.2			
GRAND	27+68.79	32.4			
GRAND	27+92.33	-20.0			
GRAND	27+96.95	-32.0			

NOTES:
SEE SHEET SS-14 FOR 38TH STREET WEST ROUNDABOUT PAVEMENT MARKINGS



PROJECT NUMBER

CITY OF BILLINGS W.O. 09-15

PROJECT

GRAND AVENUE
ZIMMERMAN TRAIL TO SHILOH ROAD
STRIPING PLAN SHEET
GRAND AVENUE

ISSUE DATE

DESIGNED BY

DRAWN BY

QC CHECKED BY

REVISIONS

1/28/2016

1

DATE

NO.

TEO

ISSUE FOR BID

REMARKS

STAR OF THE BIG SKY COUNTRY

BILLINGS

MONTANA

TIMOTHY D. ERICKSON

17549

PROFESSIONAL ENGINEER

SS-05

SEE SHEET SS-05
MATCH LINE STATION 30+00.00

AUTUMN SPRINGS DR

PT 30+68.25

N 89° 16' 53" E
GRAND AVENUE

31+00

32+00

33+00

34+00

35+00

MATCH LINE STATION 35+00.00
SEE SHEET SS-07

EPOXY TRAFFIC MARKINGS REQ'D					
LINE	FROM		TO		REMARKS
	STATION	OFFSET	STATION	OFFSET	
GRAND	30+93.33	25.0	36+55.25	25.0	4" DASHED WHITE
GRAND	30+48.73	-20.2	37+43.59	-20.0	8" WHITE
GRAND	34+82.34	13.0	36+32.34	13.0	4" YELLOW
GRAND	30+48.44	-8.3	36+27.84	-8.0	6" YELLOW CURB
GRAND	30-93.33	13.0	32+79.43	13.0	
GRAND	32+79.43	13.0	33+98.83	1.0	
GRAND	33+98.83	1.0	36+04.44	1.0	

4 in YELLOW EPOXY

SNOWPLOWABLE PAVEMENT
MARKERS (TYP.)

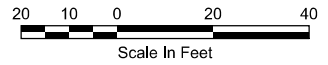
4 in WHITE EPOXY

6 in YELLOW CURB EPOXY

4 in WHITE EPOXY

4 in YELLOW EPOXY

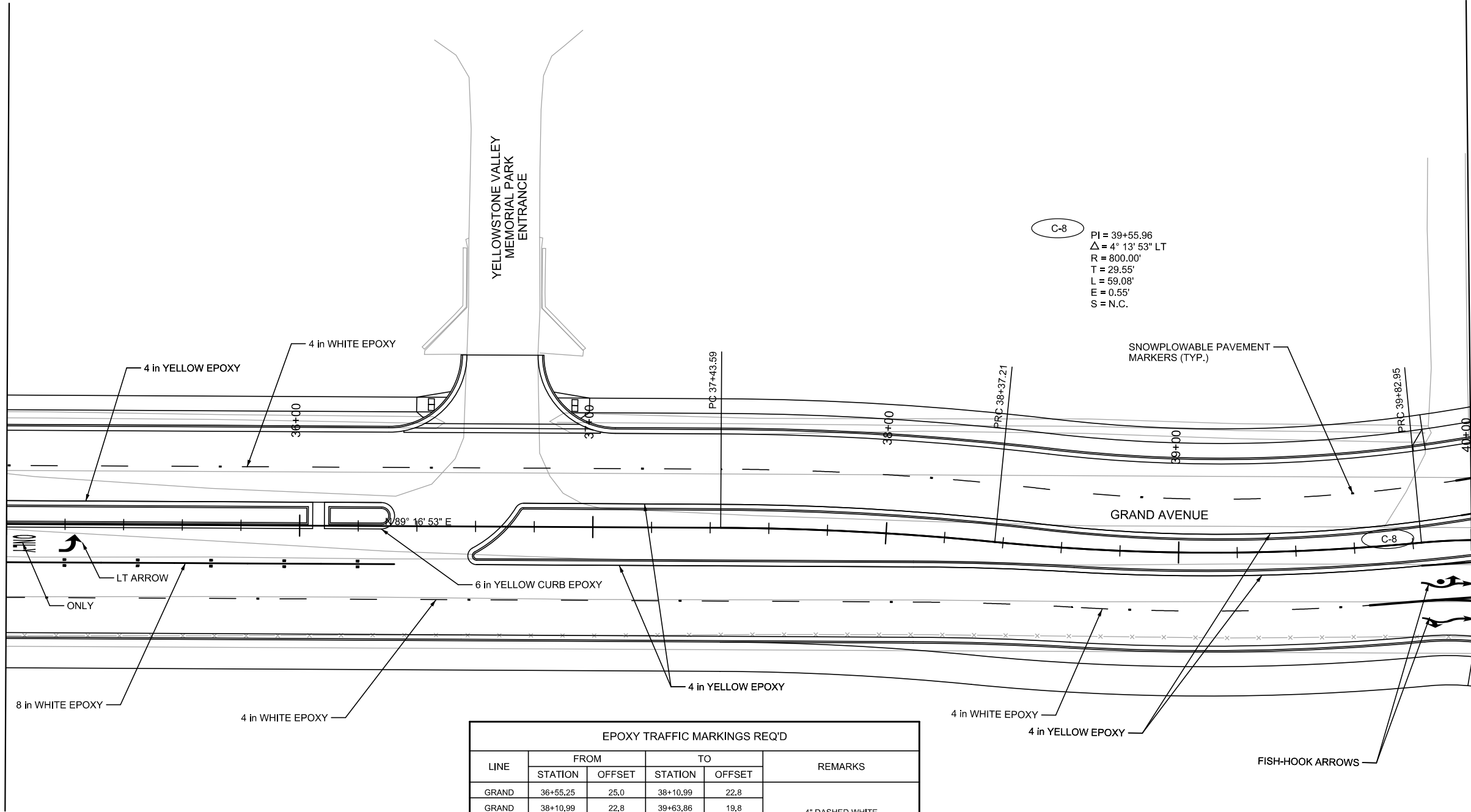
8 in WHITE EPOXY



PROJECT NUMBER	CITY OF BILLINGS W.O. 09-15	PROJECT	GRAND AVENUE ZIMMERMAN TRAIL TO SHILOH ROAD STRIPING PLAN SHEET GRAND AVENUE	ISSUE DATE DESIGNED BY DRAWN BY QC CHECKED BY	RCL TEO	REVISIONS	
						NO.	DATE
				1	1/28/2016	ISSUE FOR BID	REMARKS

SHEET NO. SS-06

SEE SHEET SS-06
MATCH LINE STATION 35+00.00



MATCH LINE STATION 40+00.00
SEE SHEET SS-08



LINE	FROM		TO		REMARKS
	STATION	OFFSET	STATION	OFFSET	
GRAND	36+55.25	25.0	38+10.99	22.8	4" DASHED WHITE
GRAND	38+10.99	22.8	39+63.86	19.8	
GRAND	37+43.59	-20.0	38+52.71	-19.5	
GRAND	38+52.71	-19.5	39+95.46	-20.4	
GRAND	35+25.94	6.2			LT ARROW
GRAND	35+06.16	6.5			ONLY
GRAND	36+60.43	13.0	38+10.17	10.8	4" YELLOW
GRAND	38+10.17	10.8	38+64.75	8.0	
GRAND	38+64.75	8.0	39+82.27	7.8	
GRAND	36+76.32	-8.0	37+43.59	-8.0	
GRAND	37+43.59	-8.0	38+52.24	-7.6	
GRAND	38+52.24	-7.6	39+96.89	-8.5	
GRAND	36+08.44	1.0	36+27.84	1.0	6" YELLOW CURB



PROJECT NUMBER	CITY OF BILLINGS W.O. 09-15		REVISIONS	
	GRAND AVENUE			
PROJECT	ZIMMERMAN TRAIL TO SHILOH ROAD		ISSUE DATE	RCL
	STRIPING PLAN SHEET		DESIGNED BY	
		GRAND AVENUE	DRAWN BY	
			QC	TEO
			CHECKED BY	
			1/28/2016	DATE
			1	NO.
			ISSUE FOR BID	
			REMARKS	

PROJECT: CITY OF BILLINGS W.O. 09-15

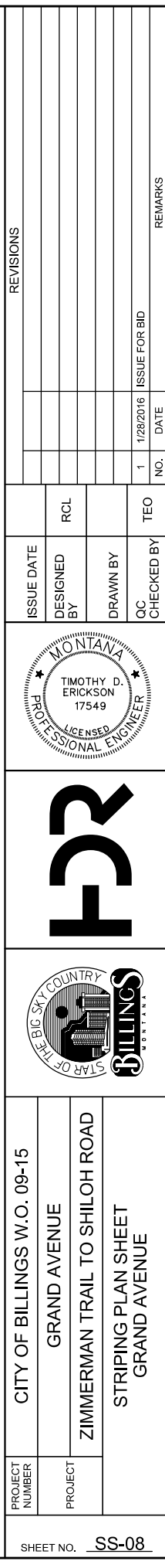
PROJECT: GRAND AVENUE

PROJECT: ZIMMERMAN TRAIL TO SHILOH ROAD

PROJECT: STRIPING PLAN SHEET

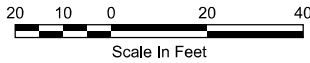
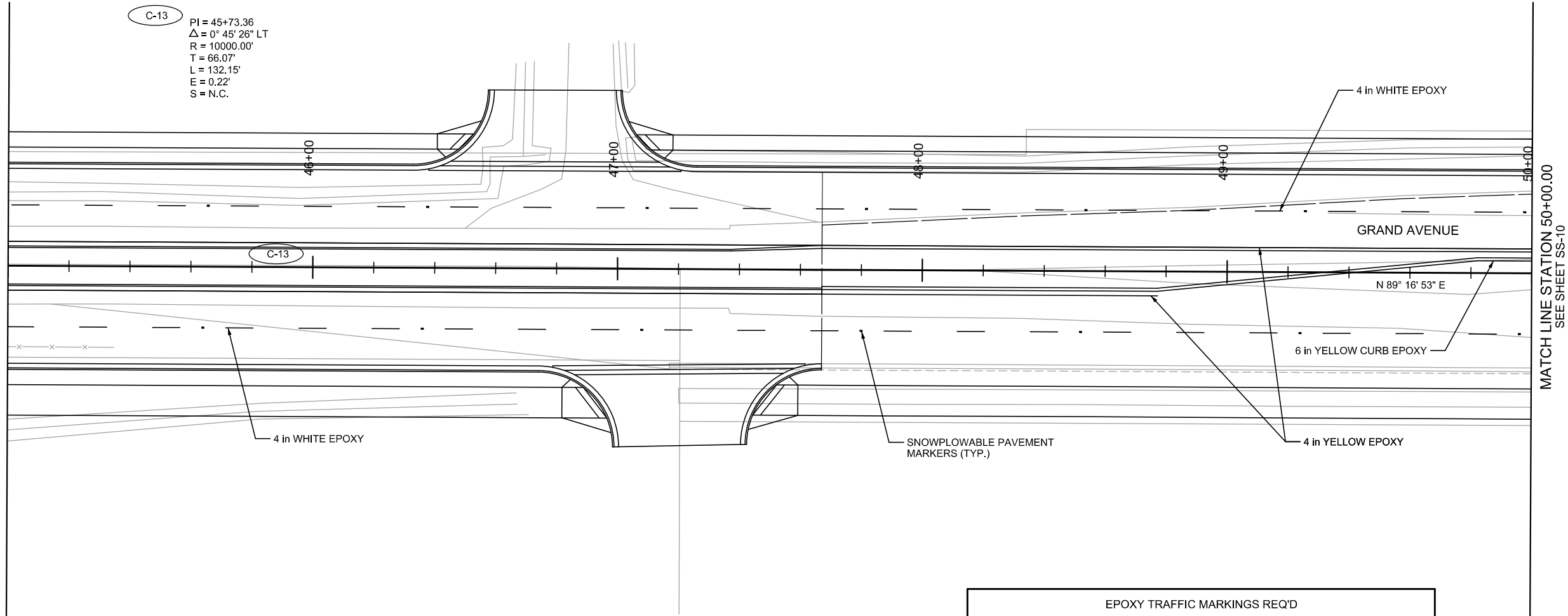
PROJECT: GRAND AVENUE

PROJECT NO. SS-07



EPOXY TRAFFIC MARKINGS REQ'D					
LINE	FROM		TO		REMARKS
	STATION	OFFSET	STATION	OFFSET	
GRAND	42+84.88	23.3	44+55.13	20.0	4" DASHED WHITE
GRAND	44+55.13	20.0	50+87.40	20.0	
GRAND	43+08.33	-23.6	44+05.61	-21.1	
GRAND	44+05.61	-21.1	52+85.40	-20.0	
GRAND	42+84.42	11.4	44+55.13	8.0	4" YELLOW
GRAND	44+55.13	8.0	48+77.24	8.0	
GRAND	42+79.37	-12.2	43+15.22	-11.5	
GRAND	43+15.22	-11.5	44+05.05	-9.2	
GRAND	44+05.05	-9.2	52+85.40	-8.0	FISH-HOOK ARROW
GRAND	40+01.44	14.9			
GRAND	40+01.79	26.9			
GRAND	42+81.03	-18.8			
GRAND	42+81.75	-30.8			24" WHITE
GRAND	40+05.48	27.2			
GRAND	40+09.53	13.2			
GRAND	40+26.95	-29.5			
GRAND	42+52.17	27.3			
GRAND	42+71.36	-18.7			
GRAND	42+76.56	-31.7			

SEE SHEET SS-08
MATCH LINE STATION 45+00.00

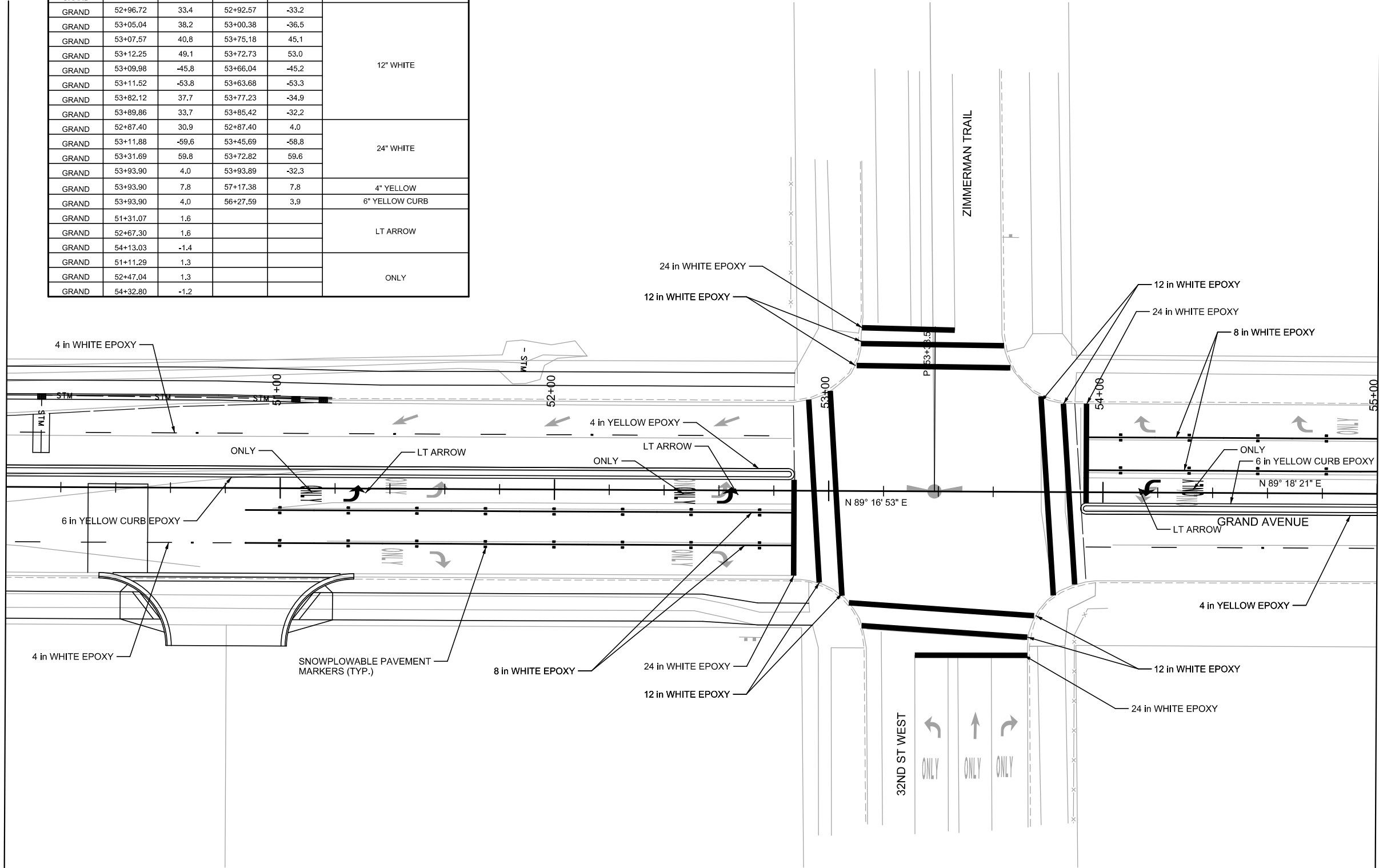


EPOXY TRAFFIC MARKINGS REQ'D				
LINE	FROM		TO	
	STATION	OFFSET	STATION	OFFSET
GRAND	48+77.24	6.5	49+82.24	-4.0
GRAND	49+82.24	-4.0	52+85.40	-4.0
6" YELLOW CURB				

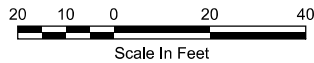
PROJECT NUMBER	CITY OF BILLINGS W.O. 09-15	ISSUE DATE		REVISIONS	
PROJECT	GRAND AVENUE	DESIGNED BY	RCL		
	ZIMMERMAN TRAIL TO SHILOH ROAD	DRAWN BY			
	STRIPING PLAN SHEET	QC			
	GRAND AVENUE	CHECKED BY	TEO		
		DATE	1/28/2016		
		NO.	1		
		REMARKS			

EPOXY TRAFFIC MARKINGS REQ'D					
LINE	FROM		TO		REMARKS
	STATION	OFFSET	STATION	OFFSET	
GRAND	53+93.91	20.0	57+17.39	19.8	4" DASHED WHITE
GRAND	50+87.40	20.0	52+87.40	20.0	8" WHITE
GRAND	50+87.40	8.0	52+87.40	8.0	
GRAND	53+93.90	-8.0	56+18.90	-8.1	
GRAND	53+93.90	-20.0	56+18.90	-20.1	
GRAND	52+96.72	33.4	52+92.57	-33.2	12" WHITE
GRAND	53+05.04	38.2	53+00.38	-36.5	
GRAND	53+07.57	40.8	53+75.18	45.1	
GRAND	53+12.25	49.1	53+72.73	53.0	
GRAND	53+09.98	-45.8	53+66.04	-45.2	
GRAND	53+11.52	-53.8	53+63.68	-53.3	
GRAND	53+82.12	37.7	53+77.23	-34.9	
GRAND	53+89.86	33.7	53+85.42	-32.2	
GRAND	52+87.40	30.9	52+87.40	4.0	24" WHITE
GRAND	53+11.88	-59.6	53+45.69	-58.8	
GRAND	53+31.69	59.8	53+72.82	59.6	
GRAND	53+93.90	4.0	53+93.89	-32.3	
GRAND	53+93.90	7.8	57+17.38	7.8	4" YELLOW
GRAND	53+93.90	4.0	56+27.59	3.9	6" YELLOW CURB
GRAND	51+31.07	1.6			LT ARROW
GRAND	52+67.30	1.6			
GRAND	54+13.03	-1.4			
GRAND	51+11.29	1.3			ONLY
GRAND	52+47.04	1.3			
GRAND	54+32.80	-1.2			

SEE SHEET SS-09
MATCH LINE STATION 50+00.00

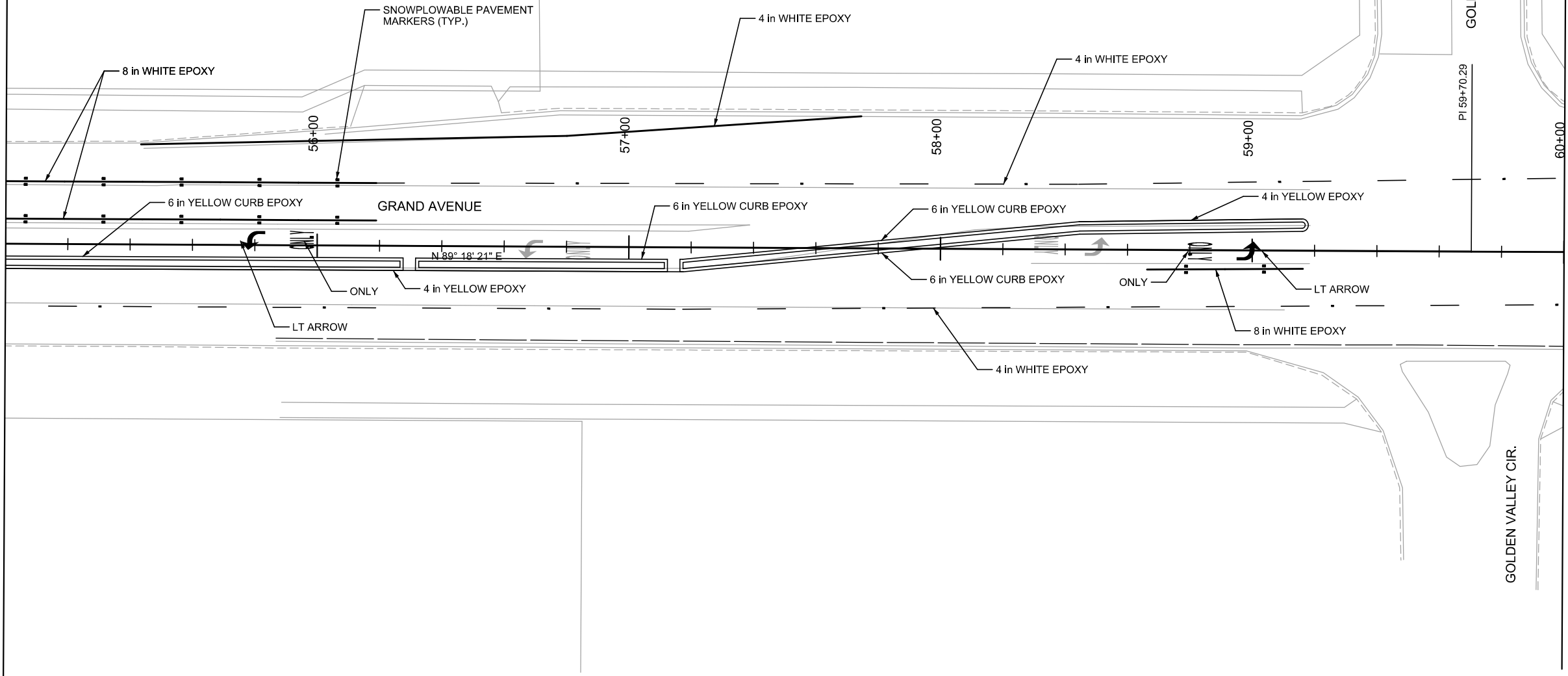


MATCH LINE STATION 55+00.00
SEE SHEET SS-11



PROJECT NUMBER		CITY OF BILLINGS W.O. 09-15										ISSUE DATE				REVISIONS	
PROJECT		GRAND AVENUE										DESIGNED BY		RCL			
		ZIMMERMAN TRAIL TO SHILOH ROAD										DRAWN BY					
		STRIPING PLAN SHEET GRAND AVENUE				QC CHECKED BY		TEO		1		12/28/2016		ISSUE FOR BID			
										NO.		DATE				REMARKS	
SHEET NO.		SS-10															

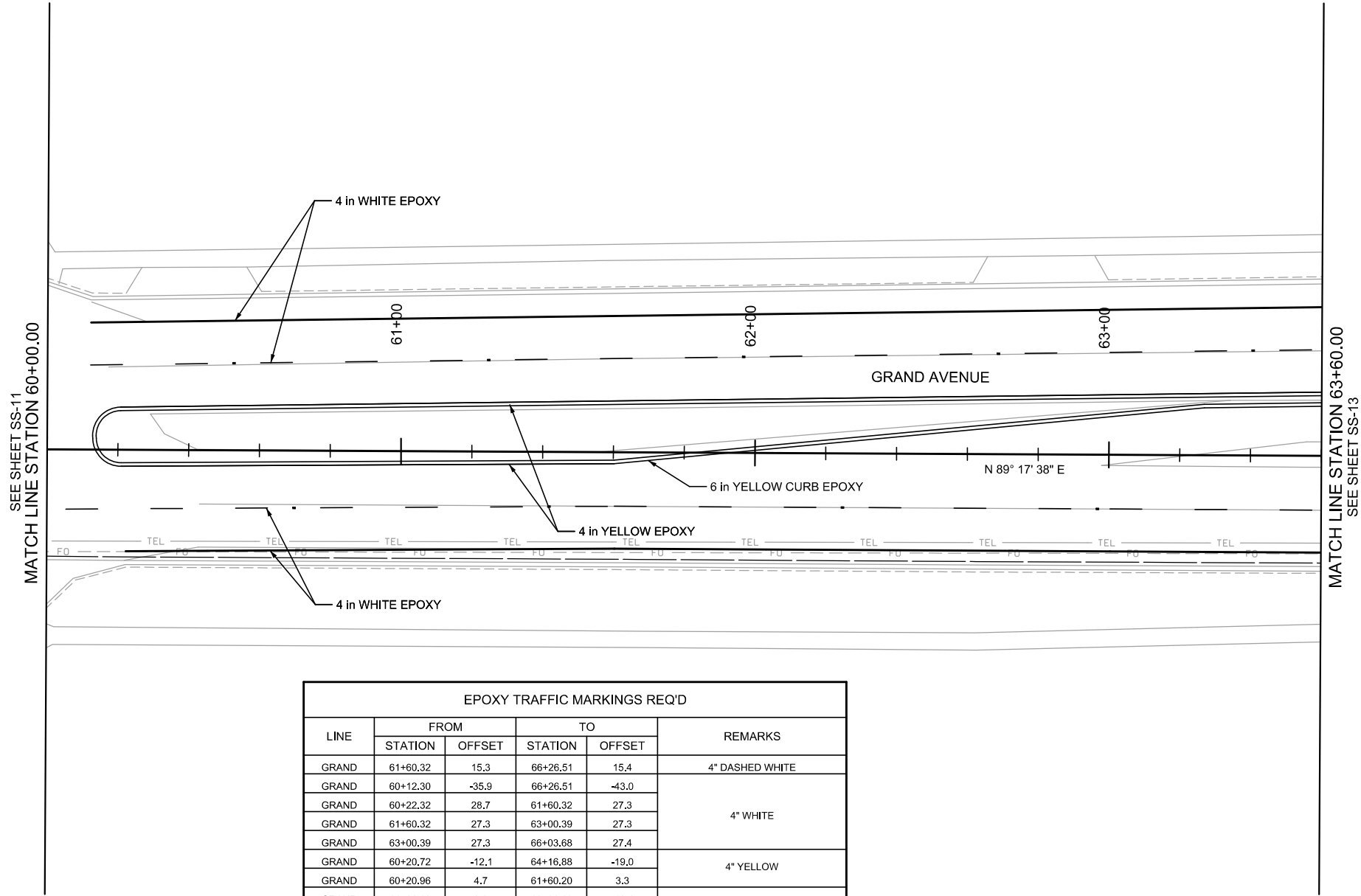
SEE SHEET SS-10
MATCH LINE STATION 55+00.00



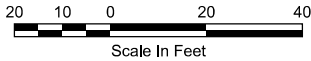
EPOXY TRAFFIC MARKINGS REQ'D					
LINE	FROM		TO		REMARKS
	STATION	OFFSET	STATION	OFFSET	
GRAND	56+18.89	-20.1	58+44.21	-20.9	4" DASHED WHITE
GRAND	58+44.21	-20.9	66+26.51	-31.0	
GRAND	57+17.39	19.8	61+60.32	15.3	
GRAND	55+43.29	-32.1	56+79.95	-35.6	4" WHITE
GRAND	56+79.95	-35.6	57+74.42	-42.3	
GRAND	58+44.42	-8.9	59+15.95	-10.2	4" YELLOW
GRAND	56+31.59	3.9	57+12.42	3.8	6" YELLOW CURB
GRAND	57+16.42	3.8	58+44.82	-8.9	
GRAND	57+17.38	7.8	58+44.65	-4.9	
GRAND	58+44.65	-4.9	59+16.02	-6.2	
GRAND	58+66.33	6.3	59+16.33	5.8	8" WHITE
GRAND	55+75.30	-1.3			LT ARROW
GRAND	59+03.02	0.0			
GRAND	55+96.62	-1.4			ONLY
GRAND	58+79.42	0.3			



PROJECT NUMBER		CITY OF BILLINGS W.O. 09-15										ISSUE DATE		REVISIONS	
PROJECT		GRAND AVENUE								DESIGNED BY		1			
		ZIMMERMAN TRAIL TO SHILOH ROAD								DRAWN BY					
		STRIPING PLAN SHEET								QC CHECKED BY		TEO		ISSUE FOR BID	
		GRAND AVENUE										NO.		DATE	
														REMARKS	



EPOXY TRAFFIC MARKINGS REQ'D					
LINE	FROM		TO		REMARKS
	STATION	OFFSET	STATION	OFFSET	
GRAND	61+60.32	15.3	66+26.51	15.4	4" DASHED WHITE
GRAND	60+12.30	-35.9	66+26.51	-43.0	4" WHITE
GRAND	60+22.32	28.7	61+60.32	27.3	
GRAND	61+60.32	27.3	63+00.39	27.3	
GRAND	63+00.39	27.3	66+03.68	27.4	4" YELLOW
GRAND	60+20.72	-12.1	64+16.88	-19.0	
GRAND	60+20.96	4.7	61+60.20	3.3	
GRAND	61+60.20	3.3	63+26.92	-13.4	6" YELLOW CURB
GRAND	63+26.92	-13.4	66+26.51	-15.0	



PROJECT NUMBER	CITY OF BILLINGS W.O. 09-15	PROJECT	GRAND AVENUE	ZIMMERMAN TRAIL TO SHILOH ROAD	STRIPING PLAN SHEET GRAND AVENUE	SHEET NO. SS-12	REVISIONS		ISSUE DATE	DESIGNED BY	RCL	DRAWN BY	QC CHECKED BY	TEO	1/28/2016	DATE	1	NO.	REMARKS

Regular City Council Meeting

Meeting Date: 03/14/2016

TITLE: Right of Way Agreement and Warranty Deeds with Yegen Grand Avenue Farms, Inc for Grand Avenue

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

Work Order 09-15 Grand Avenue will widen Grand Avenue from Zimmerman Trail to Shiloh Road. The City Engineer's office has been negotiating with the adjacent owners for the necessary right-of-way. The needed right-of-way was identified on the design project plans and must be acquired prior to construction. Yegen Grand Avenue Farms owns the property south of Grand Avenue from Zimmerman Trail to Shiloh Road. The company has agreed to donate the necessary right-of-way in exchange for the improvements being installed along their Grand Avenue frontage.

ALTERNATIVES ANALYZED

City Council may:

- Approve the right-of-way Agreement and warranty deeds with Yegen Grand Avenue Farms, or;
- Disapprove the right-of-way agreement and warranty deeds. If not approved, there will not be enough right-of-way to widen Grand Avenue.

FINANCIAL IMPACT

Yegen Grand Avenue Farms is donating the right of way and construction easement. In exchange for the right of way, the project will construct all of the Grand Avenue improvements including extending water, sanitary sewer, and storm drain services for future use.

RECOMMENDATION

Staff recommends that Council approve the right-of-way agreement and warranty deeds with Yegen Grand Avenue Farms.

APPROVED BY CITY ADMINISTRATOR

Attachments

Right of Way Agreement
Warranty Deed for Lot 2A
Warranty Deed for Lot 3 and 4

CITY OF BILLINGS
PUBLIC WORKS DEPARTMENT

Project No. WO 09-15 County of Yellowstone
Designation Grand Avenue

RIGHT OF WAY AGREEMENT

Parcel from Station-To-Station Subdivision Section Township Range

A Tract of land situated in Tract 3 and Tract 4, Certificate Of Survey No. 2702 as recorded in Document No. 1642566, in the N1/2 of Section 2, T. 1 S., R. 25 E., P.M.M., Yellowstone County, Montana.

A Tract of land situated in Tract 2-A, Certificate Of Survey No. 2702 as recorded in Document No. 3478524, in the N1/2 of Section 2, T. 1 S., R. 25 E., P.M.M., Yellowstone County, Montana.

List Names & Addresses of the Grantor, Con. Purchaser & Lessee

Yegen Grand Avenue Farms Inc.
3440 Grand Avenue
Billings, MT 59103

-
- 1. IN CONSIDERATION OF THE SPECIFIC AGREEMENTS TO BE PERFORMED BY BOTH PARTIES HERETO AND WRITTEN IN THIS AGREEMENT, THE PARTIES HERETO BIND THEMSELVES TO THE TERMS AND CONDITIONS SET FORTH HEREIN. NO VERBAL AGREEMENTS SHALL BE BINDING UPON EITHER PARTY AND THIS AGREEMENT SHALL BECOME EFFECTIVE UPON EXECUTION BY A DESIGNATED REPRESENTATIVE OF THE CITY OF BILLINGS.**
 - 2. THE GRANTOR**, hereby grants the City of Billings Right of Way through a Warranty Deed recorded _____, 20____ under Document No.'s _____ and _____ on file and of record in the Records of Yellowstone County, Montana and a Temporary Construction Permit, 20 feet wide for the period of one year or the duration of the construction project.
 - 3. IT IS UNDERSTOOD AND AGREED** the Temporary Easement Area will be cleared of any debris after construction and left in a good, workmanlike condition that is satisfactory to the property owner.

4. **IT IS UNDERSTOOD AND AGREED** the City will construct the Grand Avenue Improvements which will consist of widening, curb and gutter, multi-use path, storm drain, construction of two roundabouts entering the property(located at 38th Street West and 36th Street West), construction of a full access at Country Manor Boulevard, 2 right/in right/out accesses to Lots 1 and 2, Block 1, Cardwell Ranch Subdivision, stub out three 12" water mains/services to the property, stub out three 8" sanitary sewer mains/services, and two 12" storm drain mains/services to the property line. These improvements do not include a left turn lane into Country Manor Boulevard. The property owner/developer will be required to construct the left turn lane into property from Grand Avenue at Country Manor Boulevard when the property is developed into any use other than agriculture. These improvements (excluding the left turn lane at Country Lane Boulevard) will be at no cost to the Grantor and shall be maintained according to the City policy in effect at such time maintenance is necessary. The City also further agrees to modify the existing property, as necessary, to reasonably match the new improvements at no cost to the Grantor. This includes installing 24" culverts crossing Country Manor Boulevard and 38th Street West and reconstructing any irrigation structures, ditches, and fences in order to still serve the property. Any modifications to Grand Avenue needed in the future in order to accommodate development of the property will be at the expense of the developer. If the improvements are not constructed within 3 years of the date of this agreement, the agreement is void, and the city will be required to revert the land to the property owner.

WITNESS WHEREOF, the parties hereto have executed this agreement the day and year as written below.

RECOMMENDED FOR APPROVAL

For Engineering Division (Date)

Owner (Date)

Owner (Date)

**APPROVED FOR AND ON BEHALF OF
THE CITY OF BILLINGS**

ATTEST

BY:_____
MAYOR (Date)

BY:_____
CITY CLERK (Date)

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 20____.

FOR VALUABLE CONSIDERATION, lawful money of the United States to them in hand paid by the **CITY OF BILLINGS**, THE receipt whereof is acknowledged, **WITNESSTH THAT:**

Yegen Grand Avenue Farms Inc.
3440 Grand Avenue
Billings, MT 59103

does hereby **GRANT, BARGAIN, SELL CONVEY, WARRANT AND CONFIRM** unto the **CITY OF BILLINGS** for the benefit and use of **The Public** the following described real property, to wit:

RIGHT-OF-WAY ACQUISITION DESCRIPTION

A Tract of land situated in Tract 2-A, Certificate Of Survey No. 2702 as recorded in Document No. 3478524, in the N1/2 of Section 2, T. 1 S., R. 25 E., P.M.M., Yellowstone County, Montana said tract being more particularly described as follows, to wit:

Beginning at the Southwest Section Corner 34, T. 1 N., R. 25 E., P.M.M., Yellowstone County, Montana; thence along the north line of said Section 2 N89°16'53"E a distance of 2,049.99 feet to the East line of said Tract 2-A; thence along said East line S00°48'43"E a distance of 50.00 feet; thence S89°16'53"W a distance of 265.47 feet; thence along a non-tangent curve to the left with a radius of 782.00 feet a distance of 232.25 feet (chord bearing S80°46'22"W, chord length 231.40 feet); thence along a non-tangent curve to the left with a radius of 43.50 feet a distance of 48.24 feet (chord bearing S40°29'45"W, chord length 45.80 feet); thence along a non-tangent curve to the left with a radius of 73.50 feet a distance of 9.25 feet (chord bearing S05°07'19"W, chord length 9.24 feet); thence S80°09'21"W a distance of 76.39 feet; thence along a non-tangent curve to the left with a radius of 83.50 feet a distance of 38.19 feet (chord bearing N35°47'08"W, chord length 37.86 feet); thence N48°53'18"W a distance of 73.55 feet; thence along a non-tangent curve to the left with a radius of 71.50 feet a distance of 59.18 feet (chord bearing N72°36'03"W, chord length 57.51 feet); thence along a non-tangent curve to the right with a radius of 818.00 feet a distance of 156.50 feet (chord bearing S89°10'03"W, chord length 156.26 feet); thence along a non-tangent curve to the left with a radius of 918.00 feet a distance of 31.28 feet (chord bearing N86°19'40"W, chord length 31.28 feet); thence S89°16'53"W a distance of 697.85 feet; thence

S88°32'51"W a distance of 10.93 feet; thence along a non-tangent curve to left with a radius of 853.50 feet a distance of 339.74 feet (chord bearing S77°08'39"W, chord length 337.50 feet); thence S65°44'27"W a distance of 29.73 feet; thence along a non-tangent curve to the left with a radius of 43.50 feet a distance of 25.60 feet (chord bearing S48°52'45"W, chord length 25.24 feet); thence along a non-tangent curve to the left with a radius of 73.50 feet a distance of 30.65 feet (chord bearing S20°04'15"W, chord length 30.43 feet); thence S89°07'11"W a distance of 76.23 feet; thence along a non-tangent curve to the left with a radius of 103.50 feet a distance of 21.23 feet (chord bearing N21°13'23"W, chord length 21.19 feet) to the West line of said Tract 2-A; thence along said West line N00°49'57"W a distance of 148.16 feet to the Northwest corner of said Tract 2-A; thence along the North line of said Section 2 N89°17'51"E a distance of 49.41 feet to the point of beginning; said described tract containing an area of 129,287.23 SqFt., more or less.

AS SHOWN by Exhibit "A", consisting of one sheet attached hereto and made a part hereof.

PURPOSE OF ACQUISITION is to create a right-of way parcel for construction and use of public road, utility and related appurtenant structures, pursuant to 76-3-201(1)(h) M.C.A. as a division of land that creates rights-of-way or utility sites.

EXCEPTING AND RESERVING, however, all gas and oil, beneath the surface of the above described and conveyed premises, together with the right to extract the same, provided that in the exercise of such right the surface thereof shall not be disturbed, interfered with, or in anyway damaged.

FURTHER EXCEPTING AND RESERVING, unto the grantors, their successors and assigns all water, water rights, ditches, canals, irrigation systems, existing or as relocated, if any, including but not limited to, water stock or shares, bonds, certificates, contracts and any and all other indicia, of water, water right and ditch ownership, or any interest therein, appurtenant to the land described herein.

TO HAVE AND TO HOLD the above described and conveyed premises, with all the reversions, remainders, tenements, hereditaments and appurtenances thereto, unto the **CITY OF BILLINGS**, and to its successors and assigns forever.

IN WITNESSTH WHEREOF, the undersigned have executed these premises the day and year first above written.

By: _____

As: _____

Of: Yegen Grand Avenue Farms Inc.
3440 Grand Avenue
Billings, MT 59103

STATE OF MONTANA)
)
) ss
County of _____)

On this _____ day of _____, 20____, before me the undersigned Notary Public for the State of Montana, personally appeared _____, As _____, of Yegen Grand Avenue Farms Inc. known to me to be the person who signed the foregoing instrument and who acknowledged to me that he/she executed the same. Witness my hand and seal the day and year herein above written.

Notary Public in and for the State of Montana
Residing in _____
My commission expires _____

Print Name

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

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

Mayor, City of Billings

Date

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 _____ as Mayor and _____ City Clerk of Billings known to me to be the persons who signed, respectively, and acknowledge to me that they executed the foregoing instrument. IN WITNESS WHEREOF, I have hereunto set my hand and my seal the day and year herein above written.

Notary Public in and for the State of Montana
Residing in _____
My commission expires _____

Print Name

EXHIBIT 'A' RIGHT-OF-WAY ACQUISITION

DIMENSION DATA	
#	BEARING / DISTANCE
L1	N89°16'53"E 2049.99'
L2	S00°48'43"E 50.00'
L3	S89°16'53"W 265.47'
L4	S80°09'21"W 76.39'
L5	N48°53'18"W 73.55'
L6	S89°16'53"W 697.85'
L7	S88°32'51"W 10.93'
L8	S65°44'27"W 29.73'
L9	S89°07'11"W 76.23'
L10	N00°49'57"W 148.16'
L11	N89°17'51"E 49.41'

**CERTIFICATE OF
SURVEY NO. 2702**

TRACT 3
CURRENT R/W
SAID TRACT 2-A

**CERTIFICATE OF
SURVEY NO. 2702**

CURVE DATA					
#	DELTA	RADIUS	TANGENT	CH BEARING	LENGTH
C1	17°01'01"	782.00'	116.99'	S80°46'22"W	232.25'(A) 231.40'(C)
C2	63°32'13"	43.50'	26.94'	S40°29'45"W	48.24'(A) 45.80'(C)
C3	7°12'40"	73.50'	4.63'	S05°07'19"W	9.25'(A) 9.24'(C)
C4	26°12'20"	83.50'	19.44'	N35°47'08"W	38.19'(A) 37.86'(C)
C5	47°25'30"	71.50'	31.40'	N72°36'03"W	59.18'(A) 57.51'(C)
C6	10°57'43"	818.00'	78.49'	S89°10'03"W	156.50'(A) 156.26'(C)
C7	1°57'09"	918.00'	15.64'	N86°19'40"W	31.28'(A) 31.28'(C)
C8	22°48'24"	853.50'	172.15'	S77°08'39"W	339.74'(A) 337.50'(C)
C9	33°43'24"	43.50'	13.18'	S48°52'45"W	25.60'(A) 25.24'(C)
C10	23°53'36"	73.50'	15.55'	S20°04'15"W	30.65'(A) 30.43'(C)
C11	11°45'03"	103.50'	10.65'	N21°13'23"W	21.23'(A) 21.19'(C)

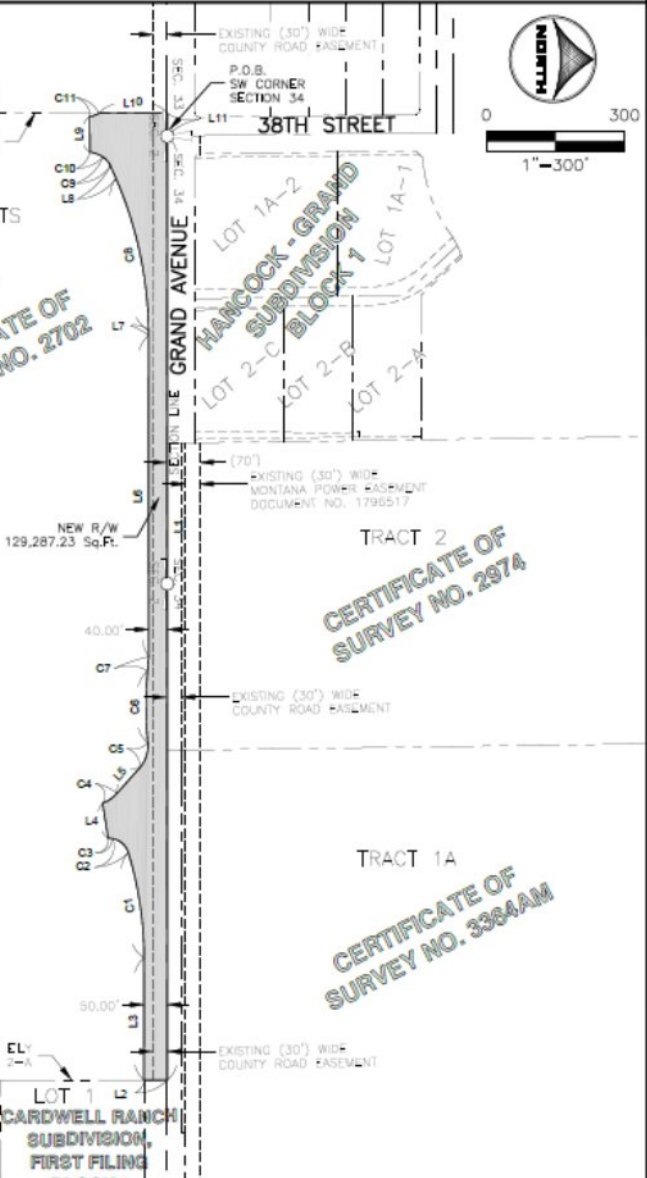
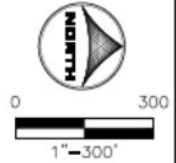
CERT. 2702 AM

LEGEND
() - RECORD DATA GROUND DIST.
● - FOUND MONUMENT
— NEW R/W

AREA DATA	
NEW R/W	129,287.23 SQ.FT OR 2.97 AC MORE OR LESS

	CITY OF BILLINGS	GRAND AVENUE	PROJECT #	DATE
	RIGHT-OF-WAY EXHIBIT	TRACT 2-A CERTIFICATE OF	0125166	12/10/2015
	BILLINGS	SURVEY NO. 2702	DRAWN BY	FIGURE
			LWK	EXHIBIT 'A'
			CHECKED BY	
			LWK	

FILE Location: 12/10/2015 12:00 PM C:\pwworking\hwd\12025166\PROJECTS\Tract 2-A cert. of survey no. 2702.dwg



WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 20____.

FOR VALUABLE CONSIDERATION, lawful money of the United States to them in hand paid by the **CITY OF BILLINGS**, THE receipt whereof is acknowledged, **WITNESSTH THAT:**

Yegen Grand Avenue Farms Inc.
3440 Grand Avenue
Billings, MT 59103

does hereby **GRANT, BARGAIN, SELL CONVEY, WARRANT AND CONFIRM** unto the **CITY OF BILLINGS** for the benefit and use of **The Public** the following described real property, to wit:

A Tract of land situated in Tract 3 and Tract 4, Certificate Of Survey No. 2702 as recorded in Document No. 1642566, in the N1/2 of Section 2, T. 1 S., R. 25 E., P.M.M., Yellowstone County, Montana said tract being more particularly described as follows, to wit:

Commencing at a the Southwest Section Corner 34, T. 1 N., R. 25 E., P.M.M., Yellowstone County, Montana; thence along the north line of Section 2 S89°17'51"W a distance of 49.41 feet to the Northeast Corner of said Tract 3, and True Point Of Beginning; thence S00°49'57"E a distance of 148.16 feet along East line said Tract 3; thence along a non-tangent curve to the left with a radius of 103.50 feet a distance of 35.18 feet (chord bearing N36°50'13"W, chord length 35.01 feet); thence N46°34'32"W a distance of 45.47 feet; thence along a non-tangent curve to the left with a radius of 71.50 feet a distance of 57.46 feet (chord bearing N69°35'56"W, chord length 55.93 feet); thence S87°22'40"W a distance of 45.20 feet; thence along a non-tangent curve to the right with a radius of 692.50 feet a distance of 125.13 feet (chord bearing N87°26'45"W, chord length 124.96 feet); thence N82°16'09"W a distance of 80.43 feet; thence along a non-tangent curve to the left with a radius of 983.50 feet a distance of 133.03 feet (chord bearing N86°08'39"W, chord length 132.93 feet); thence S89°58'52"W a distance of 11.73 feet; thence S89°17'51"W a distance of 252.41 feet to West line said Tract 3/ East line said Tract 4; thence S89°17'51"W a distance of 122.63 feet; thence S89°17'51"W a distance of 153.42 feet to Southerly Right-Of-Way Grand Avenue; thence along said Right-Of-Way N75°39'06"E a distance of 42.43 feet to County Road Easement; thence N00°42'09"W a distance of 29.99 feet, to a point on the north line of said Section 2; thence along said north line N89°17'51"E a distance of 112.19 feet;

thence N89°17'51"E a distance of 122.47 feet; thence N89°17'51"E a distance of 751.44 feet to the point of beginning; said described tract containing an area of 52,041.66 SqFt., more or less.

AS SHOWN by Exhibit "A", consisting of one sheet attached hereto and made a part hereof.

PURPOSE OF ACQUISITION is to create a right-of way parcel for construction and use of public road, utility and related appurtenant structures, pursuant to 76-3-201(1)(h) M.C.A. as a division of land that creates rights-of-way or utility sites.

EXCEPTING AND RESERVING, however, all gas and oil, beneath the surface of the above described and conveyed premises, together with the right to extract the same, provided that in the exercise of such right the surface thereof shall not be disturbed, interfered with, or in anyway damaged.

FURTHER EXCEPTING AND RESERVING, unto the grantors, their successors and assigns all water, water rights, ditches, canals, irrigation systems, existing or as relocated, if any, including but not limited to, water stock or shares, bonds, certificates, contracts and any and al other indicia, of water, water right and ditch ownership, or any interest therein, appurtenant to the land described herein.

TO HAVE AND TO HOLD the above described and conveyed premises, with all the reversions, remainders, tenements, hereditaments and appurtenances thereto, unto the **CITY OF BILLINGS**, and to its successors and assigns forever.

IN WITNESSTH WHEREOF, the undersigned have executed these premises the day and year first above written.

By: _____

As: _____

Of: Yegen Grand Avenue Farms Inc.
3440 Grand Avenue
Billings, MT 59103

STATE OF MONTANA)
)
County of _____)

On this _____ day of _____, 20____, before me the undersigned Notary Public for the State of Montana, personally appeared _____, As _____, of Yegen Grand Avenue Farms Inc. known to me to be the person who signed the foregoing instrument and who acknowledged to me that he/she executed the same. Witness my hand and seal the day and year herein above written.

Notary Public in and for the State of Montana
Residing in _____
My commission expires _____

Print Name

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

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

Mayor, City of Billings

Date

ATTEST: _____

City Clerk

STATE OF MONTANA)

:SS

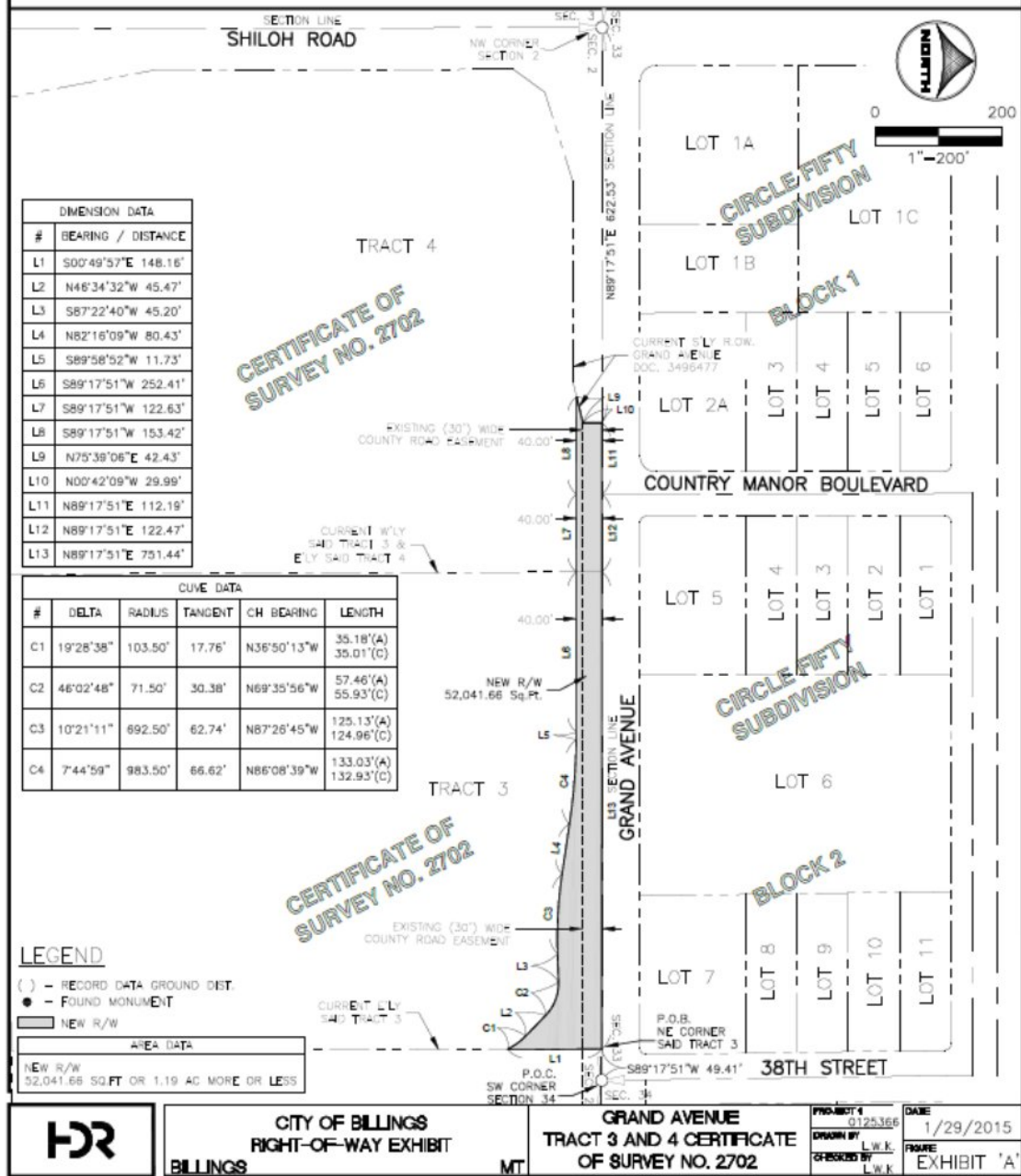
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____ as Mayor and _____ City Clerk of Billings known to me to be the persons who signed, respectively, and acknowledge to me that they executed the foregoing instrument. IN WITNESS WHEREOF, I have hereunto set my hand and my seal the day and year herein above written.

Notary Public in and for the State of Montana
Residing in _____
My commission expires _____

Print Name

EXHIBIT 'A' RIGHT-OF-WAY ACQUISITION



FILE LOCATION: 1/29/2015 9:38 AM C:\pwworking\billings\2015\2702\2702.dwg

Regular City Council Meeting

Meeting Date: 03/14/2016

TITLE: Right of Way Agreement and Warranty Deed with KZ Bar Limited for Grand Avenue

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

Work Order 09-15 Grand Avenue will widen Grand Avenue from Zimmerman Trail to Shiloh Road. The City Engineer's office has been negotiating with the adjacent owners for the necessary right-of-way. The needed right-of-way was identified on the project design plans and must be acquired prior to construction. KZ Bar Limited Partnership owns the property north of Grand Avenue from Zimmerman Trail to the cemetery. The company has agreed to donate the necessary right-of-way in exchange for the improvements along Grand Avenue being installed.

ALTERNATIVES ANALYZED

City Council may:

- Approve the right-of-way Agreement and warranty deed with KZ Bar Limited Partnership, or;
- Disapprove the right-of-way agreement and warranty deed. If not approved, there will not be enough right-of-way to widen Grand Avenue.

FINANCIAL IMPACT

KZ Bar Limited Partnership is donating the right of way and construction easement. In exchange for the right of way, the project will construct all of the Grand Avenue improvements including extending water, sanitary sewer, and storm drain services for future use.

RECOMMENDATION

Staff recommends that Council approve the right-of-way agreement and warranty deed with KZ Bar Limited Partnership.

APPROVED BY CITY ADMINISTRATOR

Attachments

Right of Way Agreement
Warranty Deed

CITY OF BILLINGS
PUBLIC WORKS DEPARTMENT

Project No. WO 09-15 County of Yellowstone
Designation Grand Avenue

RIGHT OF WAY AGREEMENT

Parcel from Station-To-Station Subdivision Section Township Range

A Tract of land situated in the Certificate of Survey 3364 Amended as recorded in Document No. 3544428, in the SW1/4 Section 34, T.1N., R.25E., P.M.M., Yellowstone County, Montana.

List Names & Addresses of the Grantor, Con. Purchaser & Lessee

KZ BAR Limited Partnership
3415 Grand Avenue
Billings, MT 59102

-
- 1. IN CONSIDERATION OF THE SPECIFIC AGREEMENTS TO BE PERFORMED BY BOTH PARTIES HERETO AND WRITTEN IN THIS AGREEMENT, THE PARTIES HERETO BIND THEMSELVES TO THE TERMS AND CONDITIONS SET FORTH HEREIN. NO VERBAL AGREEMENTS SHALL BE BINDING UPON EITHER PARTY AND THIS AGREEMENT SHALL BECOME EFFECTIVE UPON EXECUTION BY A DESIGNATED REPRESENTATIVE OF THE CITY OF BILLINGS.**
 - 2. THE GRANTOR**, hereby grants the City of Billings Right of Way through a Warranty Deed recorded _____, 20____ under Document No. _____ on file and of record in the Records of Yellowstone County, Montana and a Temporary Construction Permit, 20 feet wide for the period of one year or the duration of the construction project.
 - 3. IT IS UNDERSTOOD AND AGREED** the Temporary Easement Area will be cleared of any debris after construction and left in a good, workmanlike condition that is satisfactory to the property owner.
 - 4. IT IS UNDERSTOOD AND AGREED** the City will construct the Grand Avenue Improvements which will consist of widening, curb and gutter, sidewalk, storm drain, construction of a roundabout entering the property, one right-in, right-out access, streetlights, stub out one 12" water main to the property at the roundabout and one 12"

water service to the property at the right-in/right-out access located west of Zimmerman Trail, stub out one 12" sanitary sewer main to the property at the roundabout, extend the existing 8" sanitary sewer services to the new property line, and three storm drain mains/services to the property line. The storm drain sizes will be one 18" at the roundabout and two 12" services into the property. One 12" service will be constructed approximately 600 feet west of Zimmerman Trail and one 12" service will be constructed approximately 120 feet west of Zimmerman Trail. The city will also construct improvements that will allow discharge of the waste ditch to the public storm drain in Grand Avenue. Depending on the final design, these may act as the storm drain stubs to the property. These improvements will be at no cost to the Grantor and shall be maintained according to the City policy in effect at such time maintenance is necessary. The City also further agrees to modify the existing property, as necessary, to reasonably match the new improvements at no cost to the Grantor. Any modifications to Grand Avenue needed in the future in order to accommodate development of the property will be at the expense of the developer. If the improvements are not constructed within 3 years of the date of this agreement, the agreement is void, and the city will be required to revert the land to the property owner.

WITNESS WHEREOF, the parties hereto have executed this agreement the day and year as written below.

RECOMMENDED FOR APPROVAL

For Engineering Division (Date)

Owner (Date)

Owner (Date)

**APPROVED FOR AND ON BEHALF OF
THE CITY OF BILLINGS**

ATTEST

BY: _____
MAYOR (Date)

BY: _____
CITY CLERK (Date)

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 20____.

FOR VALUABLE CONSIDERATION, lawful money of the United States to them in hand paid by the **CITY OF BILLINGS**, THE receipt whereof is acknowledged, **WITNESSTH THAT:**

KZ Bar Limited Partnership
3028 Leeann Blvd
Billings, MT 59102

does hereby **GRANT, BARGAIN, SELL CONVEY, WARRANT AND CONFIRM** unto the **CITY OF BILLINGS** for the benefit and use of **The Public** the following described real property, to wit:

A Tract of land situated in Tract 1A, Certificate of Survey No. 3364AM as recorded in Document No. 3544428, in the SW1/4 of Section 34, T. 1 N., R. 25 E., P.M.M., Yellowstone County, Montana, said tract being more particularly described as follows, to wit:

Commencing at the N1/4 Corner Section 2, T. 1 S., R. 25 E., P.M.M., Yellowstone County, Montana; thence along South line of said Section 34 N89°16'53"E a distance of 362.20 feet to a point on the South line of said Section 34; thence N01°30'54"W a distance of 30.00 feet to the Southwest corner of said Tract 1A and point of beginning; thence N01°30'54"W a distance of 30.00 feet; thence N89°16'53"E a distance of 21.26 feet; thence along a non-tangent curve to the left with a radius of 487.00 feet a distance of 67.30 feet (chord bearing N72°09'25"E, chord length 67.25 feet); thence along a non-tangent curve to the left with a radius of 48.50 feet a distance of 14.53 feet (chord bearing N59°36'47"E, chord length 14.48 feet); thence along a non-tangent curve to the left with a radius of 78.50 feet a distance of 44.31 feet (chord bearing N34°51'30"E, chord length 43.72 feet); thence S83°20'13"E a distance of 67.14 feet; thence along a non-tangent curve to the left with a radius of 238.50 feet a distance of 3.62 feet (chord bearing S07°46'20"E, chord length 3.62 feet); thence along a non-tangent curve to the left with a radius of 88.50 feet a distance of 72.26 feet (chord bearing S31°35'51"E, chord length 70.27 feet); thence N89°16'53"E a distance of 603.25 feet to a point, said point being on the northerly prolongation of the north south line between 30 foot and 40 foot Right-Of-Way of Grand Avenue (as shown on COS 3364AM, Document No. 354428); thence along the said bearing Right-Of-Way S00°49'50"E a distance of 20.00 feet to current 30 foot said Right-Of-Way; thence S89°16'53"W a distance of 829.51 feet to the point of beginning; said described tract containing an area of 25,061.20 SqFt., more or less.

AS SHOWN by Exhibit "A", consisting of one sheet attached hereto and made a part hereof.

PURPOSE OF ACQUISITION is to create a right-of way parcel for construction and use of public road, utility and related appurtenant structures, pursuant to 76-3-201(1)(h) M.C.A. as a division of land that creates rights-of-way or utility sites.

EXCEPTING AND RESERVING, however, all gas and oil, hydrocarbons and any other materials, beneath the surface of the above described and conveyed premises, together with the right to extract the same, provided that in the exercise of such right the surface thereof shall not be disturbed, interfered with, or in anyway damaged.

FURTHER EXCEPTING AND RESERVING, unto the grantors, their successors and assigns all water, water rights, ditches, canals, irrigation systems, existing or as relocated, if any, including but not limited to, water stock or shares, bonds, certificates, contracts and any and al other indicia, of water, water right and ditch ownership, or any interest therein, appurtenant to the land described herein.

TO HAVE AND TO HOLD the above described and conveyed premises, with all the reversions, remainders, tenements, hereditaments and appurtenances thereto, unto the **CITY OF BILLINGS**, and to its successors and assigns forever.

IN WITNESSTH WHEREOF, the undersigned have executed these premises the day and year first above written.

KZ Bar Limited Partnership
3028 Leeann Blvd
Billings, MT 59102

By: _____
As: _____
Of: KZ Bar Limited Partnership
3028 Leeann Blvd
Billings, MT 59102

By: _____
As: _____
Of: KZ Bar Limited Partnership
3028 Leeann Blvd
Billings, MT 59102

STATE OF MONTANA)
)
) ss
County of _____)

On this _____ day of _____, 20____, before me the undersigned Notary Public for the State of Montana, personally appeared _____, known to me to be the general partners of KZ Bar Limited Partnership who signed the foregoing instrument and who acknowledged to me that she executed the same. Witness my hand and seal the day and year herein above written.

Notary Public in and for the State of Montana
Residing in _____
My commission expires _____

Print Name

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

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

Mayor, City of Billings

Date

ATTEST: _____
City Clerk

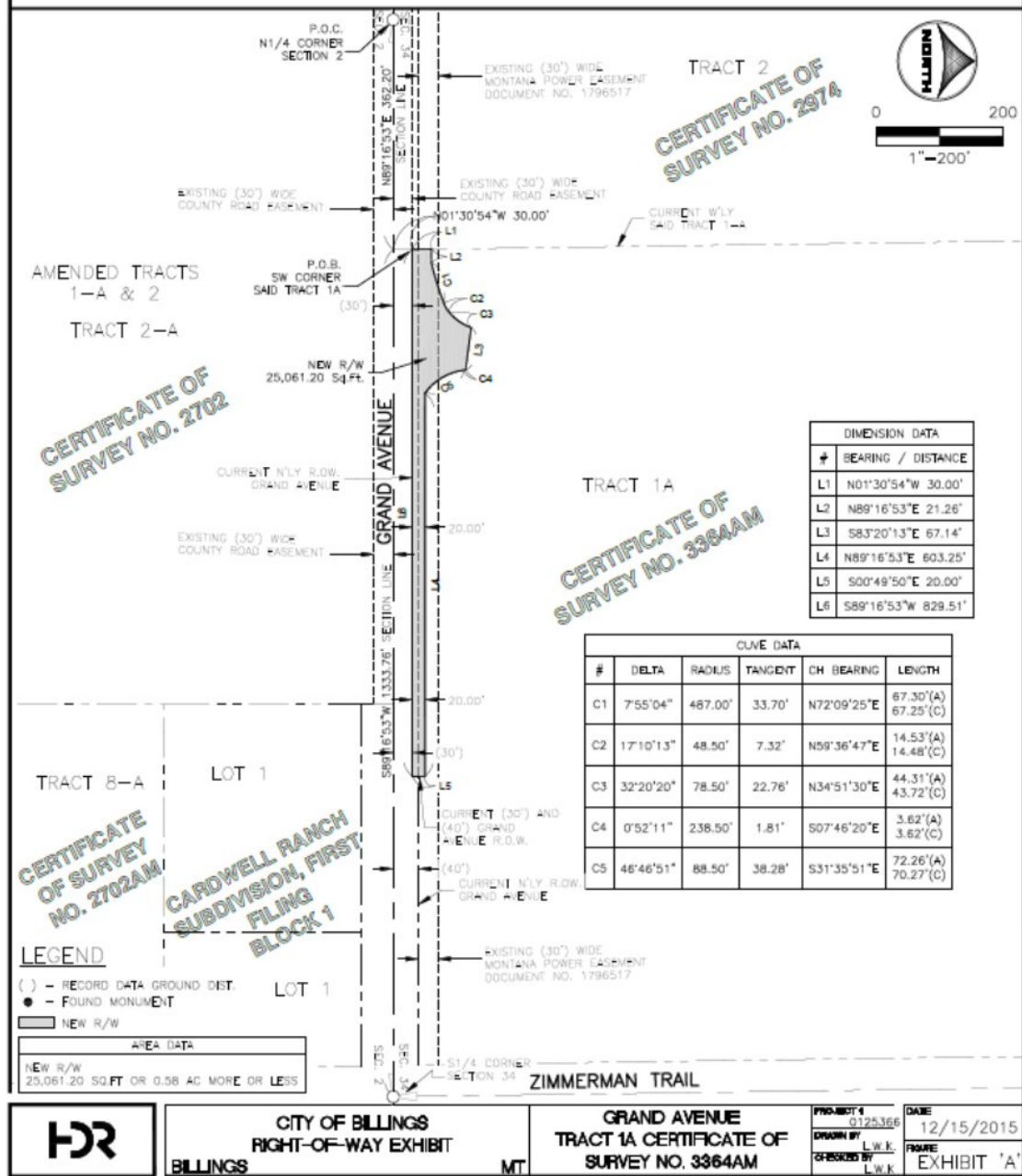
STATE OF MONTANA)
 :SS
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____ as Mayor and _____ City Clerk of Billings known to me to be the persons who signed, respectively, and acknowledge to me that they executed the foregoing instrument. IN WITNESS WHEREOF, I have hereunto set my hand and my seal the day and year herein above written.

Notary Public in and for the State of Montana
Residing in _____
My commission expires _____

Print Name

EXHIBIT 'A' RIGHT-OF-WAY ACQUISITION



Regular City Council Meeting

Meeting Date: 03/14/2016

TITLE: Approve Resolution Creating Council Ad-Hoc Advisory Committee on Babcock Theater

PRESENTED BY: Tina Volek, City Administrator

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The City of Billings is scheduled to accept or assign ownership of the Babcock Theater by March 15, 2017, as part of a 2008 development agreement with Babcock, LLC, and the Downtown Billings Partnership to purchase and restore the Babcock retail building, which contains the theater. One of the City Council Strategic Plan objectives for Fiscal Year 2016 is to identify future uses/management of the theater. At a Feb. 1, 2016, City Council work session, the Council agreed to create an ad-hoc Council advisory committee to resolve the issue. BMCC Section 2-224 Ad hoc council advisory committee, requires that the Council adopt a resolution that outlines the purpose or charge of the committee; the scope of its responsibilities, its composition and its duration.

The attached resolution is intended to meet those goals.

ALTERNATIVES ANALYZED

City Council may:

- Approve the resolution establishing the Babcock committee, or;
- Postpone action to another date; or
- Disapprove the resolution and find another means to plan for the theater's future.

FINANCIAL IMPACT

The committee will consist of Council Members and volunteer citizens, and will be staffed by City employees, so the only costs anticipated for the short term are the costs of the staff's time. Future uses of the Babcock Theater may require an as-yet-to-be determined amount of funds for improvements, however.

RECOMMENDATION

Staff recommends approval of the resolution creating the Council ad hoc advisory committee on the Babcock.

APPROVED BY CITY ADMINISTRATOR

Attachments

Babcock Ad Hoc Committee Resolution

Resolution No. 16-_____

**A RESOLUTION OF THE BILLINGS CITY COUNCIL CREATING AN AD HOC
COUNCIL ADVISORY COMMITTEE ON
FUTURE USES AND MANAGEMENT OF THE BABCOCK THEATER**

WHEREAS, in September 2008, the Billings City Council approved a development agreement with Babcock, LLC, and the Downtown Billings Partnership to purchase and preserve the Babcock retail building and theater; and

WHEREAS, that agreement called for Babcock, LLC, to transfer the theater to the City by April 1, 2016, a date that was delayed to March 15, 2017 by an amendment to the original agreement approved by the City Council on May 13, 2013; and

WHEREAS, the City Council agreed by consensus at a February 1, 2016, work session to meet a 2016 strategic objective to identify future uses and management of the Babcock Theater; and

WHEREAS, BMCC Sec. 2-224 Ad hoc council advisory committee, requires such a committee be created by a resolution that establishes the committee's purpose, scope of responsibilities, composition and duration of service.

NOW, THEREFORE, THE BILLINGS CITY COUNCIL HEREBY RESOLVES that an eleven member ad hoc Council advisory committee on the Babcock Theater be created to recommend to the City Council no later than December 31, 2016, who should own and manage the theater; and

FURTHER, THE CITY COUNCIL RESOLVES that the committee should consist of the following members:

- 1) Four City Council Members: Larry Brewster, Richard Clark, Angela Cimmino and Alvin Swanson;
- 2) Lisa Harmon, a representative of the Downtown Billings Association;
- 3) William R. Wood, Executive Director of the Alberta Bair Theater, a representative of other area theaters
- 4) Ruth Towe, a representative of interested residents;
- 5) Ian Elliot, a representative of the theater community;
- 6) Wayne Wilcox, a representative of the production community,
- 7) Jeff Yeley, owner of Jimmy Johns, as representative of other business owners in the Babcock; and
- 8) Jack Nickels, incoming president, as a representative of the Yellowstone County Cultural Partners.

AND, FURTHER, THE CITY COUNCIL RESOLVES that the City Administrator shall name such staff as are needed to support the ad hoc committee in its investigations.

APPROVED this 14 day of March, 2016.

Billie Guenther, City Clerk

Thomas W. Hanel, Mayor

Regular City Council Meeting

Meeting Date: 03/14/2016

TITLE: Reimbursement Agreement; W.O. 14-13, Schedule 2; Elysian School

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

In order to obtain sanitary sewer service, School District #23 (Elysian School) paid the City to extend approximately 334 feet of 8-inch public sanitary sewer main in East Lane under Schedule 2 of City W.O. 14-13, Elysian Area Water and Sanitary Sewer Extension Project. Since other property is owned on either side of East Lane adjacent to the 8-inch sewer main, School District #23 desires to be reimbursed a portion of their construction costs should either of these properties desire sewer service from the sewer main in the future. Billings City Code calls for special benefit facility reimbursements such as this 8-inch sanitary sewer main to be accomplished through reimbursement agreements.

ALTERNATIVES ANALYZED

City Council may:

- Approve the Reimbursement Agreement, or;
- Disapprove the Reimbursement Agreement. Disapproving the Agreement is not in keeping with City Ordinance and Public Works Department policy which collects reimbursement fees paid to and accumulated by the City for annual reimbursement to the constructing developer.

FINANCIAL IMPACT

Based on the final cost of the project engineering and construction, staff has determined that \$124,592.04 is attributable to the 8-inch sanitary sewer main and that 2/3 of that total, or \$83,061.36, is reimbursable and eligible to be recovered by School District #23. Since there is one property on each side of East Lane adjacent to the sewer main, each would be assessed a fee equal to half of the reimbursable total, or \$41,530.68, should they desire to connect to the sewer main. Since the fee is paid by the adjacent property owners, the City has no financial obligation in a Reimbursement Agreement.

Reimbursement fees paid to and accumulated by the City are paid back to the developer annually on November 1. Payments are limited to reimbursement fees paid to the City on or before the 10th anniversary of the date of acceptance of the sanitary sewer main, which in this case would be September 2, 2025.

RECOMMENDATION

Staff recommends that City Council authorize the Mayor to execute the attached Reimbursement Agreement.

APPROVED BY CITY ADMINISTRATOR

Attachments

Agreement
Exhibit 1A
Exhibit 1B
Exhibit 1C

REIMBURSEMENT AGREEMENT
(Billings, Montana City Code Article 26-500)

THIS AGREEMENT entered into this ____ day of ____, 20__ between
THE CITY OF BILLINGS, Billings, Montana, hereinafter referred to as the "CITY", and
School District #23 ____, of 6416 Elysian Road., Billings, MT, ____ hereinafter referred to as
"DEVELOPER".

W I T N E S S E T H

WHEREAS, Article 26-500 Billings, Montana City Code provides a procedure for certain
developers to be reimbursed for a portion of the costs constructing special benefit facilities under
certain circumstances; and

WHEREAS, no person, developer, customer or applicant shall acquire any vested rights
under the terms and provisions of this agreement or Article 26-500 BMCC; and

WHEREAS, DEVELOPER has agreed to extend a special benefit facility for the purpose of
providing water and/or wastewater service through plans and specifications approved by the City on
the 13th day of April, 20 15. Said plans and specifications generally provide for the
construction of special benefit facilities which are specifically described in Exhibit 1, attached
hereto; and

WHEREAS, DEVELOPER is desirous of obtaining reimbursement for a portion of the
special benefit facilities hereafter described; and

WHEREAS, the CITY is desirous of reimbursing the DEVELOPER for a portion of such
special benefit facilities.

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

1. The special benefit facilities which are eligible for reimbursement to the extent set forth
in this Agreement are specifically described in Exhibit 1, attached hereto, and by this reference
incorporated herein as if fully set out.
2. With respect to DEVELOPER'S entitlement to reimbursement, the CITY and
DEVELOPER agree that the conditions specified in Section 26-504 BMCC, and the further
conditions set forth hereinafter, must be met before DEVELOPER is entitled to or will receive any
reimbursement. Said conditions are:
 - (a) Special benefit facilities, off-site or perimeter, which front and abut property not
owned by the DEVELOPER, must be extended by the DEVELOPER at his
expense. Costs of special benefit facilities which are financed through special
improvement districts shall not be reimbursed.

- (b) The extension of special benefit facilities must be for the purpose of serving property located within the corporate limits of the City. Costs of extension of special benefit facilities to serve property outside the City limits shall not be reimbursed.
- (c) Total project costs for the extension of the special benefit facilities must be at least ten thousand dollars (\$10,000.00).
- (d) DEVELOPER shall provide to the CITY sufficient verifiable cost data to determine the appropriate reimbursement fee to be charged to prospective customers under Section 26-503 BMCC within thirty (30) days of final inspection of the special benefit facilities and approval and acceptance by the CITY that all construction was completed according to the approved plans and specifications.
- (e) DEVELOPER shall enter into a standard reimbursement agreement with the CITY at the time the CITY approves the DEVELOPER'S application for extension of special benefit facilities.
- (f) Upon completion of the extension of the special benefit facilities, the DEVELOPER must convey all right, title and interest in the facilities to the CITY.
- (g) DEVELOPER shall, at all times, provide to the CITY a current address for purposes of mailing reimbursement payments to DEVELOPER.
- (h) Extension of special benefit facilities must be done in compliance with all rules, regulations, resolutions and ordinances of the City, including but not limited to standards for design and construction of the facilities.

DEVELOPER agrees that it will not be entitled to any reimbursement whatsoever until the above conditions have been completely satisfied. DEVELOPER'S violation of any of the conditions set forth herein or in Article 26-500, Billings, Montana City Code may, at the option of the City, result in denial of any and all reimbursement to the DEVELOPER.

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

- (a) Reimbursements are payable solely from revenues derived from payment of reimbursement fees as established in Article 26-500 BMCC. Reimbursement payments are limited to reimbursement fees actually collected for connections with the special benefit facilities described in Exhibit 1, less all administrative costs incurred by the CITY. In no event will reimbursement payments exceed the actual cost to the DEVELOPER of extending the special benefit facilities.
- (b) Reimbursement fees paid to the CITY shall be accumulated and paid to the DEVELOPER annually each November 1st following the September 2, 20 15 date of acceptance of the special benefit facilities by the CITY. Payments shall end on November 1, 20 25.
- (c) Reimbursement payments shall not include any interest charges.
- (d) Reimbursement payments to the DEVELOPER shall be limited to reimbursement fees paid to the CITY on or before the 10th anniversary of the September 2, 20 15 date of acceptance by the CITY of the special benefit facilities described in Exhibit 1 attached hereto. Any reimbursement fees paid to the CITY after September 2, 20 25 shall be retained by the CITY and used for construction of additional water and/or wastewater system facilities.

Acceptance of the special benefit facilities for purposes of reimbursement as set forth in this agreement shall be evidenced by written notice of a letter from the Public Works Department of the

City and directed to the DEVELOPER at the address set forth in the first paragraph of this agreement.

4. The CITY agrees that it will require prospective customers owning property located outside a DEVELOPER'S subdivision and desiring to connect a service line or lines to any special benefit facilities which has been extended at the DEVELOPER'S expense to pay a reimbursement fee to the CITY in compliance with Section 26-503 BMCC.

5. The CITY, by this agreement, is not guaranteeing that reimbursement fees in a sufficient amount to fund full reimbursement to the DEVELOPER will be collected within the 10-year period. The CITY is only agreeing that it will develop a plan under Section 26-503 BMCC that will assure that prospective customers owning property located outside a DEVELOPER'S subdivision and desiring to connect a service line or lines to the special benefit facility described in Exhibit 1, which has been extended at the DEVELOPER'S expense, shall pay a fee and said fee shall be distributed as set forth herein. This fee applies only to connections and does not apply to additional extensions of the special benefit facility. The fee to be charged said prospective customers shall be based upon 2/3 of the \$124,592.04 final sewer main cost, or \$83,061.36. This fee shall be split between connecting properties on either side of Elysian Road, with each side paying a fee of \$41,530.68. No more than \$83,061.36 in reimbursement fees subject to this agreement shall be collected by the DEVELOPER.

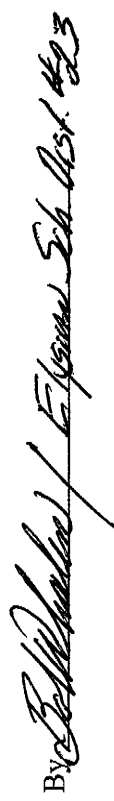
6. Should the CITY determine it necessary for a prospective customer to extend the special benefit facility described in Exhibit 1 in order to obtain a service connection, the reimbursement fee set forth in Item 5 of this agreement for that customer shall be reduced by the cost to construct the extension. The DEVELOPER will not be required to reimburse the customer for any portion of a new extension fronting DEVELOPER's property.

7. The address for mailing the reimbursement payment to the DEVELOPER shall be that address specified in the first paragraph of this agreement. Any change in address of the DEVELOPER shall be sent to the Public Works Department of the City of Billings at P.O. Box 30958, Billings, MT 59111. The designation of a new address shall be accompanied by a copy of this agreement.

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

DATED this _____ day of _____, 20____.

DEVELOPER

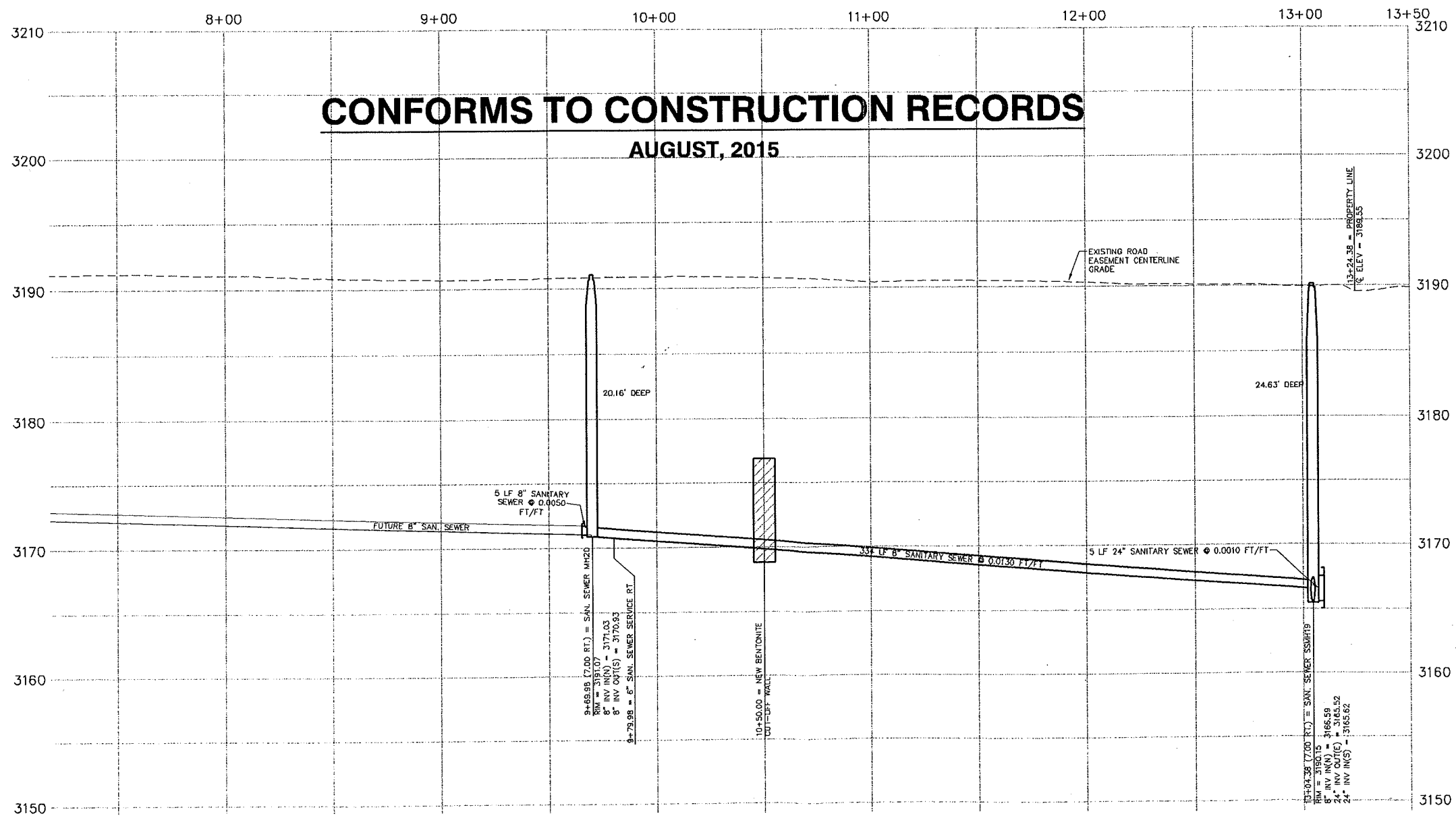
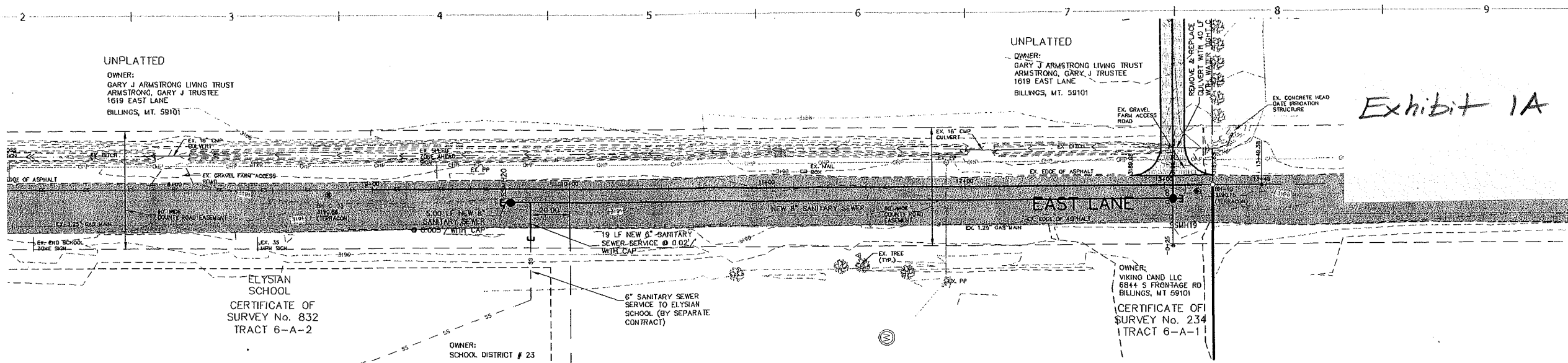
By 

CITY OF BILLINGS

By _____
Mayor

ATTEST:

City Clerk



SANDERSON STEWART
www.sandersonstewart.com



DATE:	10/01/2015
FILE:	14045_EAST_LANE_PWP.DWG
PROJECT NO:	14045
CAD:	BMB/CMK
QUALITY ASSURANCE:	DR 03/02/2015
REVISIONS	
DATE	DESCRIPTION
12/05/14	70% WATER DESIGN
02/19/15	90% UTILITY DESIGN
03/05/15	FOR BIDDING
04/01/15	ISSUED
04/22/15	CHANGE ORDER NO. 1
05/06/15	ISSUED FOR CONST

CITY OF BILLINGS W.O. 14-13
ELYSIAN AREA WATER AND SANITARY SEWER
EXTENSION PROJECT

BILLINGS, MONTANA
PLAN AND PROFILE EAST LANE STA. 8+00 TO 13+50

Exhibit 1B

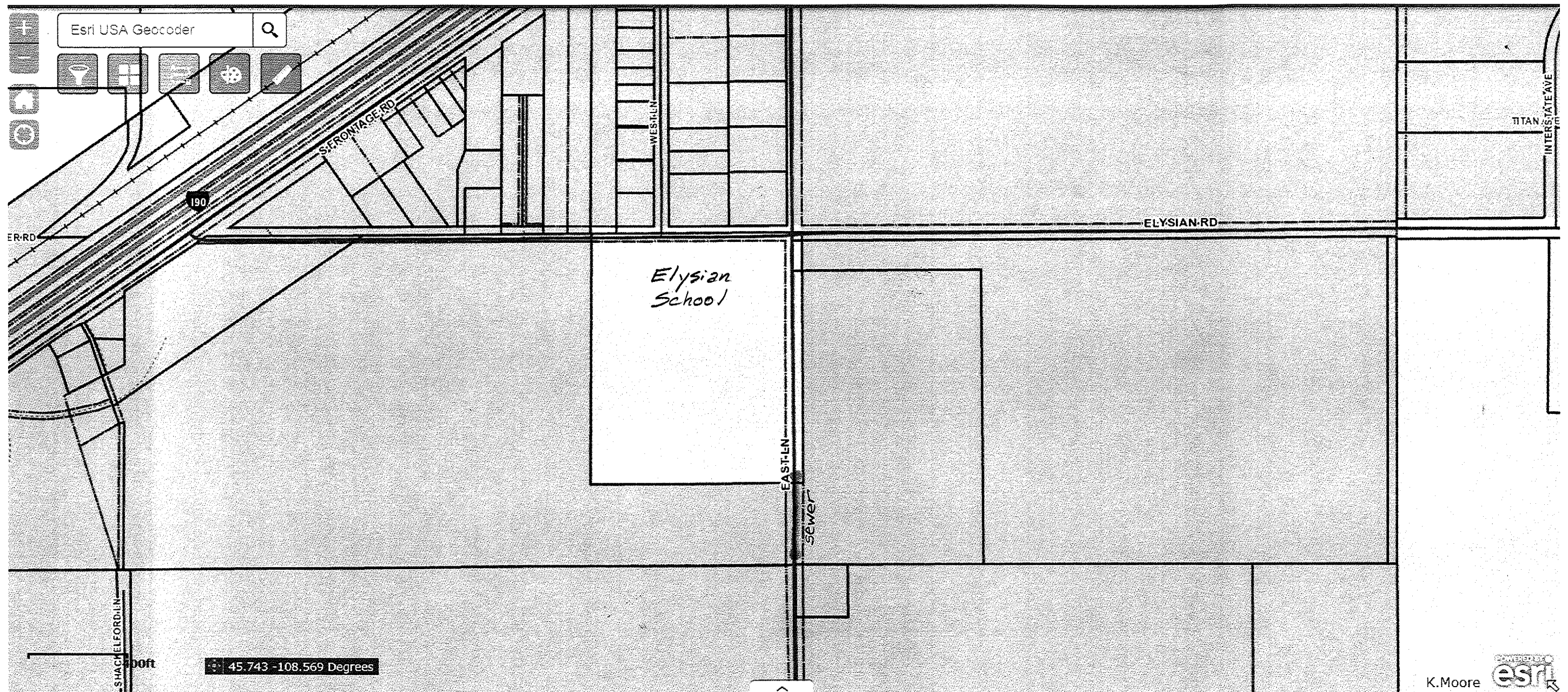


EXHIBIT 1C
W.O. 14-13 Elysian Area Water and Sewer Extension, Schedule 2
Elysian School Cost Reimbursement Breakdown

Bid Item #	Project Item Description	TOTAL PROJECT COST	Sewer Main Cost [REIMURSIBLE]	Sewer Service Cost [Elysian School]	Water Service Cost [Elysian School]
	Project Items, Fixed				
202	Stormwater Management/Control	\$1.00	\$1.00		
204	Groundwater Dewatering	\$20,000.00	\$20,000.00		
205	8-inch PVC Water Service	\$1,800.00			\$1,800.00
206	4-inch PVC Water Service	\$1,380.00			\$1,380.00
207	8-inch Gate Valve	\$3,600.00			\$3,600.00
208	4-inch Gate Valve	\$900.00			\$900.00
209	24x24x8-inch Tee	\$3,400.00			\$3,400.00
210	8x8x4-inch Tee	\$500.00			\$500.00
211	4-inch Horizontal Bend	\$230.00			\$230.00
212	8-inch Plug & Thrust Block	\$250.00			\$250.00
213	4-inch Plug & Thrust Block	\$250.00			\$250.00
214	8-inch Sanitary Sewer Main	\$20,430.00	\$20,430.00		
215	6-inch Sanitary Sewer Service	\$250.00		\$250.00	
216	6-inch Sanitary Sewer Pipe	\$4,200.00		\$4,200.00	
217	48-inch Sanitary Sewer Manhole	\$4,000.00	\$4,000.00		
218	Extra Depth 48-inch Sewer Manhole	\$1,577.00	\$1,577.00		
219	8-inch Sanitary Sewer Cap	\$150.00	\$150.00		
220	6-inch Sanitary Sewer Cap	\$150.00		\$150.00	
221	Underground Utility Crossing	\$2,000.00	\$800.00	\$400.00	\$800.00
222	Bentonite Cut-Off Wall - Sewer	\$2,300.00	\$2,300.00		
223	Flowable Fill Backfill	\$1,500.00			\$1,500.00
224	East Lane Asphalt Restoration	\$44,436.00	\$44,436.00		
225	Elysian Road Asphalt Restoration	\$2,250.00			\$2,250.00
226	Striping Restoration	\$1.00			\$1.00
227	Landscape, Misc. Restoration	\$1,200.00		\$600.00	\$600.00
	Subtotal Fixed Construction	\$116,755.00	\$93,694.00	\$5,600.00	\$17,461.00
	Project Items, Prorated				
200	Mobilization/Demobilization	\$6,000.00	\$4,814.90	\$287.78	\$897.31
201	Taxes, Bonds, Insurance	\$4,000.00	\$3,209.94	\$191.85	\$598.21
203	Traffic Control	\$8,000.00	\$6,419.87	\$383.71	\$1,196.42
	Subtotal Prorated Construction	\$18,000.00	\$14,444.71	\$863.35	\$2,691.94
	Total Construction Cost	\$134,755.00	\$108,138.71	\$6,463.35	\$20,152.94
	Total Prorated Engineering Cost	\$20,503.00	\$16,453.33	\$983.40	\$3,066.27
	TOTAL PROJECT COST	\$155,258.00	\$124,592.04	\$7,446.75	\$23,219.22

Notes: Prorated cost items for the sewer main, sewer service and water service are calculated as a percentage of the subtotal fixed project construction costs.

Regular City Council Meeting

Meeting Date: 03/14/2016

TITLE: WO 15-07 Orchard Lane Professional Services Contract Amendment No. 2

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. 2 for Professional Services with Kadrmas, Lee & Jackson, Inc. to provide street light design services for W.O. 15-07 Orchard Lane. The original contract scope was for design and bidding services for the road, but did not include street light design services. The intent was to create the street improvement light maintenance district (SILMD) before the design amendment was requested, however, with the decision to create the SILMD using an alternate assessment method to address property owner concerns, the SILMD is not created yet. This contract amendment for the street light design needs to proceed now, ahead of the SILMD creation, or the construction of Orchard Lane will need to be delayed. Street projects the size of Orchard Lane are typically awarded in the spring and construction runs into October. If the street lights design is delayed, the project will not be awarded until summer and there will not be enough time to complete the project in one construction season. Staff would then need to decide whether to start the project and take a winter shutdown or just delay until the summer of 2017. While it is a slight risk to begin the design now, there has been no indication from property owners along Orchard Lane that there will be protests to the SILMD now that the assessment method has been modified.

Amendment No. 1 was for construction administration services and was approved by City Council on January, 25, 2016.

ALTERNATIVES ANALYZED

The Council may:

- Authorize Contract Amendment No. 2 with KLJ for the amount of \$21,800.00; or
- Do not authorize Contract Amendment No. 2. If Amendment No. 2 is not authorized, street lights will not be constructed with the road project if the SILMD is created.

FINANCIAL IMPACT

The funding for Contract Amendment No. 2 is available from the SBURD TIF and is included in the FY16 budget. If Amendment No. 2 is authorized, the Professional Services Contract with KLJ will total \$458,900.00.

RECOMMENDATION

Staff recommends that Council authorize the Mayor to execute Contract Amendment No. 2 with KLJ in the amount of \$21,800.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

Amendment #2

AMENDMENT NO. 2
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:

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

The attached scope of work (1 page) for Amendment No. 2 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

plus,

Additional design and construction phase services as identified in
Amendment No. 1 \$196,100.00

plus,

Additional design, bidding and construction phase services as per the
scope of work attached to and made a part of this Amendment No. 2 \$21,800.00

Total Professional Services \$458,900.00

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

CONSULTANT

NAME: Kadrmass, Lee & Jackson, Inc.

BY: _____

TITLE: _____

DATE: _____

CITY OF BILLINGS, MONTANA

BY: _____

TITLE: _____

DATE: _____

Amendment 2 Scope of Work**City of Billings Work Order #15-07
Orchard Lane Reconstruction****I. DESCRIPTION**

Contract Amendment No. Two (2) is for additional services related to street lighting design and construction administration assistance.

II. SERVICES TO BE PERFORMED**STREET LIGHTING**

Engineer will provide the below design and bidding phase services along the north half of the Orchard Lane corridor. A preliminary design submittal will be provided to the City prior to completing final bid documents.

- A. Perform a lighting analysis meeting AASHTO requirements.
- B. Design electrical cabling and conduit in accordance with applicable electrical codes.
- C. Coordinate with NorthWestern Energy related to their design of a new service point.
- D. Provide concrete foundation designs.
- E. Prepare electrical and street light specifications and applicable special provisions.
- F. Provide opinion of probable cost.
- G. Provide bid phase assistance, answering questions from contractors and suppliers and assisting with addendums if necessary.
- H. An engineering design report is not included in this scope.

Engineer will provide the following construction phase services:

- A. Review of electrical submittals and shop drawings,
- B. Provide general assistance to address RFIs or change orders, and
- C. Staking of light locations and appurtenances (1 crew day anticipated).

III. DELIVERABLES

The following deliverables will ultimately be provided: (as shown above)

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.

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.

Regular City Council Meeting

Meeting Date: 03/14/2016

TITLE: PROPERTY PURCHASE FOR NEW 911 CENTER

PRESENTED BY: Paul Dextras, Fire Chief

Department: Fire

PROBLEM/ISSUE STATEMENT

The City of Billings Fire Department oversees and operates the Joint City/County 9-1-1 Communications Center Public Service Answering Point (PSAP). The current facility has very limited space and is not compliant with a number of basic security and fundamental employee amenities. In 1997, the Joint City/County 9-1-1 Advisory Board recommended establishing a building reserve fund from the telephone 9-1-1 fee that is imposed by the State of Montana and transferred to the PSAP. This reserve fund is specifically dedicated for the construction of a new 9-1-1 facility and the cost of the associated technology. Space needs have been established through a professional consulting contract. Staff has secured a contingent purchase agreement from a willing seller for property located at 2315-2325 9th Avenue North. The Council is being asked to approve purchasing this property that will meet the 9-1-1 Center's space, location and communication needs.

ALTERNATIVES ANALYZED

The City Council may approve or not approve purchasing the properties at 2315 and 2325 9th Avenue N. as a site for a new 9-1-1 Communication Center.

FINANCIAL IMPACT

The balance in the building reserve fund is \$3,130,872. The agreed upon land price is \$335,000. A purchase agreement has been signed, but it contains the usual contingencies and is subject to approval by the City Council no later than March 15. The building reserve was funded by 9-1-1 line charges imposed by the State of Montana and transferred to the City. The \$3 million reserve will not be enough to construct the proposed building and equip it, so in the future, staff may ask the City Council to authorize selling revenue bonds that are backed by the per-line fee.

BACKGROUND

Over the past two years the City has been negotiating with the owner of the property located at 2315 and 2325 9th Avenue North, Billings, Montana. In accordance with City policy, two (2) independent appraisals were commissioned and a third-party appraiser reviewed the two (2) appraisals to determine which appraisal represented the most accurate value of the properties. The owner offered to sell the property for \$335,000, a value that is supported by the appraisals.

The property is described as the South 1/2 of Lot 3, Block 9 of the Sunnyside Subdivision, 2nd filing and is 21,000 sq. ft. in size. It is owned by TJ Mini Storage Inc. There is a two story office building, four material storage buildings and a small house on the property.

All of them would be demolished to make room for the new Center, parking and landscaping. The property is zoned as Residential 7000, which does not allow constructing a new commercial building by right. However, State law allows local governments to use property contrary to zoning, following a public hearing with the Board of Adjustment. If the Council approves the purchase, that hearing will occur in April or May. The City would take possession of the property no later than June 5, 2016, which allows the present owner time to notify his storage customers that they must vacate the property.

Staff commissioned an asbestos review of the existing structures on the property, as well as a Phase I and II environmental study to determine the existence and/or the extent of any hazardous material mitigation that may have to be addressed prior to demolishing the existing structures and constructing the new 9-1-1 Center. The testing showed that asbestos mitigation can be addressed through a future demolition agreement and the State of Montana has issued a finding that no other remediation is necessary.

The property is located in the block that is across 9th Avenue North from the present 9-1-1 Center. That should reduce moving costs, ease transition to a new building and allows Fire/9-1-1 management to remain near the Center and its employees. Several years ago, staff consulted with an architectural firm to determine the Center's future space needs. The subject property will accommodate a building that meets those needs. The current Center is connected to the City's network via a City-owned fiber optic cable that approaches it from the south. That cable can easily extend to the new site. The subject property is located adjacent to another City-owned fiber cable in 9th Avenue North. A 9-1-1 Center on the subject property can access this 2nd cable and therefore, will have redundant service in the event that the main cable is damaged or destroyed.

STAKEHOLDERS

Stakeholders that will benefit by the relocation and construction of a new 9-1-1 Center include the citizens of Billings and Yellowstone County, plus all the public safety agencies that rely on the services provided.

SUMMARY

The City/County 9-1-1 Communications Center has been saving money for several years to build a new Center. A property that is ideally located has been identified and the owner has agreed to sell it to the City. Staff is requesting that they be allowed to purchase the property as the first step to constructing the new Center.

RECOMMENDATION

Staff recommends approval of the purchase of the properties located at 2315 and 2325 9th Avenue North, Billings, Montana for the agreed offer of \$335,000.

APPROVED BY CITY ADMINISTRATOR

Attachments

Purchase agreement
Aerial photo
Reso approving purchase

AGREEMENT TO SELL AND PURCHASE

AND RECEIPT FOR EARNEST MONEY
COMMERCIAL AND INVESTMENT PROPERTIES

Date February 4, 2016

THE EXECUTION OF THIS AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD SEEK COMPETENT LEGAL ADVICE IF NOT UNDERSTOOD. THIS IS A LEGAL AND BINDING CONTRACT.

1. PARTIES AND PROPERTY:

City of Billings

Buyer, taking title as:

☐ Joint tenants with rights of survivorship, ☐ Tenants in common, ☐ Single in his/her own name, ☒ Other

agrees to buy, and the Seller agrees to sell on the terms and conditions set forth in this Contract, the following described real property

in the City of Billings County of Yellowstone State of Montana

Property commonly known as: 2315 and 2325 9th Avenue North

Legal description of the Property: S. 1/2 of lot 3, block 9, Sunnyside Subdivision, 2nd Filing

If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of the title company referred to in Section 10.

2. PURCHASE PRICE AND TERMS:

The purchase price shall be \$ \$335,000 payable in U.S. Dollars by Buyer as follows:

\$ 5,000 (A) Earnest Money in the form of ☒ Personal Check ☐ Cashiers Check ☐ Other To be:

☒ 1) Held and not deposited until acceptance by all parties.

☐ 2) Deposited within 3 business days of acceptance.

Earnest Money to be held by Chicago Title ☐ Broker ☐ Attorney ☒ Title Company

in a trust account on behalf of both Seller and Buyer. Broker is authorized to deliver the earnest money deposit to the closing agent, if any, at or before closing. Parties agree that interest accruing on earnest money, if any, while deposited shall be payable to Broker in consideration for services rendered. The undersigned sales representative hereby acknowledges receipt from Buyer of the above noted Earnest Money.

\$ \$330,000 (B) Cash at closing, plus Buyer's closing costs, to be paid by Buyer at closing by cashier, certified check or electronic funds.

\$ _____ (C) Seller to finance Buyer's purchase under the following terms and conditions: _____

\$ _____ (D) Assumption of Existing Financing: _____

\$ 335,000 TOTAL PURCHASE PRICE

Additional Provisions: _____

3. PERSONAL PROPERTY AND FIXTURES:

The following personal property shall be included in this sale and transferred by Bill of Sale at closing.

☐ Security Deposits ☐ Signs ☐ Dumpster(s) ☐ None

The following personal property is leased and not included in the sale: None

Fixtures: All permanently installed fixtures and fittings that are attached to the Property are included in the purchase price, such as electrical, plumbing, and heating fixtures, built in appliances, attached floor coverings, antennas, coolers or air conditioners, mailbox, and trees and shrubs, if any, except None

All personal property and fixtures sold with the Property described above are sold "AS IS" without warranty by the Seller, either expressed or implied **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE.**

4. CLOSING AND RELATED PROVISIONS:

(A) The date of closing shall be June 5, 2016 The parties may, by mutual agreement, agree to close the transaction at any time prior to the date specified. If third party financing is required by the terms of this Agreement (includes assumptions, contracts for deed, and lender financing), the closing shall occur on the date specified or as soon thereafter as financing is complete but no later than 0 days after the stated closing date. Buyer and Seller will deposit with the closing agent all instruments and moneys necessary to complete the purchase in accordance with this Agreement.

(B) Possession and Keys: Seller shall deliver to Buyer possession of the Property and allow occupancy at the date of closing.

NA

(C) Closing Costs, Documents and Services: Buyer and Seller shall pay their respective closing costs and all other items required to be paid at closing except as otherwise provided herein. Buyer and Seller shall sign and complete customary or required document at or before closing. Fees for real estate closing services shall be split equally between the Parties.

(D) Place of closing shall be: Chicago Title

5. PRORATION:

As of the date of closing Seller and Buyer agree to prorate current real estate taxes, pre-paid rents, current year assessments for special improvement debt that is assumed, and interest on any assumed loan(s), as well as: NA

6. CONTINGENCIES:

The closing of this agreement and sale of the property between Buyer and Seller is contingent upon the following, with this sale to terminate and earnest money returned to the Buyer if not satisfied in writing on or before June 1, 2016
(Check those which apply)

- ☒ Buyer receipt of any City / County approval for proposed buildings / remodeling and related cost estimates.
- ☒ Buyer receipt of written City approval for Buyer's use of the property.
- ☒ Buyer receipt of acceptable zone change or special review.
- ☒ Buyer approval of preliminary title report including subdivision restrictions and S.I.D.'s, and future S.I.D.'s.
- ☒ Buyer approval of curb valve inspection report, condition of well & septic system, & of access to water/sewer/gas/elec. services.
- ☒ Buyer approval of Lead Base Paint, Radon, Asbestos and Mold Reports, and Americans with Disabilities Audit.
- ☒ Buyer approval of leases, contracts, income/expenses information, and owner's association/condo expense.
- ☒ Buyer approval of Property Condition and of subsoil conditions, measurements, access, ditches, and of floodplain exclusion.
- ☒ Buyer approval of: ☒ Survey ☐ Corner identification, Paid by ☒ Buyer ☐ Seller ☐ Shared Equally.
- ☒ Buyer approval of Environmental Report, and conclusions Cost paid ☒ Buyer ☐ Seller ☐ Shared Equally.
- ☐ Buyer closing of exchange property.
- ☐ Both parties attorney and accountant approval of this Agreement
- ☒ Seller removal of all personal property from the storage units on or before June 1, 2016 as confirmed by Buyer inspection.
- ☒ Buyer receipt of City of Billings Council approval no later than March 15, 2016

Buyer agrees to diligently pursue each contingency checked. If Buyer shall fail to notify its Broker, Seller, or Seller's Broker, in writing, by the date noted above that the contingencies checked have not been satisfied then it shall be conclusively presumed that the Buyer has waived those contingencies for which no notice has been given. If Buyer, after due diligence, shall timely Notify Seller, Buyer's Broker or Seller's Broker, in writing, of a deficiency, then in such event this Agreement shall terminate and Buyer shall be entitled to prompt return of Buyer's Earnest Money deposit, less escrow holder or title cancellation fees

The Seller shall have the option of:

- a) Making said items operational
 - b) Giving the Buyer(s) a credit for the items, or
 - c) Canceling the Agreement to Sell and Purchase and refunding to the Buyer(s) any Earnest Money deposit or similar payments previously made to Seller.
- Should Seller cancel the Agreement because of environmental condition, then Seller ☐ shall, ☒ shall not pay, or reimburse Buyer for the cost of the Phase One Environmental Audit

CB
Buyers initials

ES
Sellers initials

7. CONDITION OF PROPERTY AND RELATED ISSUES:

Seller agrees that the Property shall be in the same condition, broom clean, normal wear and tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property. Seller has no knowledge of any notice of violations of City, County, State, Federal, Building Zoning, Fire, Health Codes or ordinances, condemnation, hazardous waste, underground storage tanks, special improvement districts or other governmental regulation filed or issued against the Property, except noted herein:

If the property is damaged by fire, hail, or other casualty prior to time of closing. Seller ☒ shall be, ☐ shall not be obligated to repair the same before the date of closing. If such damage is not repaired within said time, this Contract may be terminated at the option of the Buyer and the Earnest Money shall be returned to Buyer. Should Buyer elect to carry out the Contract despite such damage, Buyer shall be entitled to credit for all the insurance proceeds resulting from such damage to the Property and Inclusions, not exceeding, however, the total purchase price. Should any Inclusion(s) or service(s) fail or be damaged between the date of this Contract and the date of closing or the date of possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion(s) or service(s) with a unit of similar size, age, and quality, or an equivalent credit, less any insurance proceeds received by Buyer covering such repair or replacement. **Buyer agrees to accept property in "AS IS, WHERE IS" condition except as herein provided.**

8. ASSIGNABILITY:

This Contract shall not be assignable by Buyer without Seller's prior written consent, which assignment shall not be unreasonably withheld by Seller. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

9. CONVEYANCE:

Seller shall convey the real Property by Warranty deed including all interest of Seller in vacated alleys and streets, easements, other apportionments and improvements free of all liens and encumbrances except those described in the title insurance section of this agreement, and reservations or conveyances of record. All water rights, entitlements, claims, certificates and permits are included with the property, with any transfer fees split equally.

10. TITLE INSURANCE:

Seller, at Seller's expense, shall furnish Buyer title insurance from Chicago Title (Title Company) pursuant to a standard form American Land Title Association title insurance commitment in the amount equal to the purchase price, committing to insure merchantable title to the real Property in Buyer's name, free and clear of all liens and encumbrances except: encumbrances hereinabove mentioned, zoning ordinances, building and use restrictions, reservations and exceptions in patents from the United States and the State of Montana, all standard ALTA exceptions, beneficial utility easements apparent or of record, other easements of record, real estate taxes for the year in which closing occurs, Special Improvement Districts (including rural SID's) either noticed to seller by the city / county but not spread, or currently assessed, if any which will be:

☒ PAID OFF BY SELLER AT CLOSING

☐ ASSUMED BY BUYER AT CLOSING,

The following loans None the following leases None should be assigned to Buyer at closing. If the Seller ade merchantable before the stated closing date, 30 **ADDITIONAL DAYS SHALL BE ALLOWED FOR THE SELLER TO MAKE SUCH TITLE MERCHANTABLE.** If at that time the title is still not merchantable, this Contract may be terminated by Buyer with no penalty, and the earnest money will be returned to Buyer. Encumbrances to be discharged by Seller shall either be satisfied prior to closing or from Seller's proceeds at time of closing.

11. TAX DEFERRED EXCHANGE: (check, where applicable)

☐ Buyer herein acknowledges that it is the intention of Seller to create IRC Section 1031 tax deferred exchange and that Seller's rights and obligations under this agreement may be assigned to facilitate such exchange. Buyer agrees to cooperate with Seller in any manner necessary to enable Seller to qualify for said exchange at no additional cost or liability to Buyer, including the execution of an Assignment Agreement.

☐ Seller herein acknowledges that it is the intention of Buyer to complete IRC Section 1031 tax deferred exchange and that Buyer may assign his rights and obligations under this agreement for the purpose of completing such exchange. Seller agrees to cooperate with Buyer in any manner necessary in order to complete said exchange at no additional cost or liability to Seller, including the execution of an Assignment Agreement.

12. STATUTORY DISCLOSURES:

METHAMPHETAMINE: If the property is inhabitable real property, the Seller represents to the best of Seller's knowledge that the Property ☐ has ☐ has not been used as a clandestine Methamphetamine drug lab. If the Property has been used as a clandestine Methamphetamine drug lab Seller agrees to execute and provide any documents or other information that may be required under Montana law concerning the use of the Property as a clandestine Methamphetamine drug lab.

RADON: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal guidelines have been found in buildings in Montana. Additional information regarding radon and radon testing may be obtained from your county or state public health unit. Buyer acknowledges receipt of a copy of this statement prior to entering into the agreement to sell and purchase – commercial

If the Property is inhabitable real property as defined in the Montana Radon Control Act, Seller(s) represent that to the best of Seller's knowledge the Property ☐ has ☐ has not been tested for radon gas and/or radon progeny and the Property ☐ has ☐ has not received mitigation or treatment for the same. If the Property has been tested for radon gas and/or radon progeny, Seller agrees to provide, as available, test results to Broker along with any evidence of mitigation or treatment.

LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, the Seller ☐ has ☐ has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Seller has knowledge of lead-based paint and/or lead-based paint hazards on the Property Seller agrees to provide all pertinent reports and records concerning that knowledge. Seller acknowledges that the Broker has advised the Seller of Seller's obligation to make lead-based paint disclosures and Broker's obligation to ensure that the Seller satisfies this obligation.

MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act the Seller represents to the best of Seller's knowledge that the Property ☐ has ☐ has not been tested for mold and that the Property ☐ has ☐ has not received mitigation or treatment for mold. If the Property has been tested for mold or has received mitigation or treatment for mold Seller agrees to provide any documents or other information that may be required under Montana law concerning such testing, treatment or mitigation.

13. TIME OF ESSENCE / REMEDIES:

Time is of the essence hereof. If any note or check received as Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(A) If Buyer is in default: If Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the transaction within the time period provided in this agreement, Seller may:

- 1) Declare the earnest money paid by Buyer to Broker to be forfeited to Seller as liquidated damages, which sum the parties agree is a reasonable sum, as the actual damages to Seller would be extremely difficult or impractical to ascertain; or
- 2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; or
- 3) Demand Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

(B) If Seller is in default: If Seller fails to accept the offer contained in this Agreement within the time period provided, all earnest moneys shall be returned to Buyer. If Seller accepts the offer contained in this Agreement but refuses or neglects to consummate the transaction within the time period provided in this Agreement, Buyer may:

- 1) Demand immediate repayment of all moneys that Buyer has paid to Broker as earnest money, and upon return of such money the rights and duties of Buyer and Seller under this agreement shall be terminated.
- 2) Demand that Seller specifically perform Seller's obligations under this Agreement; or
- 3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

14. EARNEST MONEY DISPUTE:

Notwithstanding any termination of this Contract, Buyer and Seller agree that, in the event of any controversy regarding the Earnest Money and things of value held by Broker or Closing Agent, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or Closing Agent shall not be required to take any action but may await any proceeding, or at Broker's or Closing Agent's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney fees.

15. BUYER'S CERTIFICATION:

By entering into this Agreement, each person or persons executing this Agreement as Buyer represents that he/she is eighteen (18) years of age or older, of sound mind, and legally competent to own real property in the State of Montana; and if acting on behalf of a corporation, partnership, or other non-human entity, that he/ she is duly authorized to enter into the Agreement on behalf of such entity.

16. SELLER'S CERTIFICATION:

By entering into this Agreement, each person or persons executing this Agreement as Seller represents that he/she is eighteen (18) years of age or older, of sound mind, and legally entitled at this time to transfer title to the real property free and clear of all liens and encumbrances except those described in this Agreement; and if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into the Agreement on behalf of such entity.

17. ALTERNATIVE DISPUTE RESOLUTION:

MEDIATION: If a dispute arises between the parties relating to this Contract, the parties may agree to submit the dispute to mediation. The parties may jointly appoint an acceptable mediator and may share equally in the cost of such mediator. If mediator proves unsuccessful, the parties may then proceed with such other means of dispute resolution as they so chose.

18. ATTORNEY'S FEES:

If either party defaults in its performance of this Agreement and the other party employs an attorney because of such default, the defaulting party agrees to pay, on demand, all costs, charges, and expenses, including reasonable attorney's fees, reasonably incurred at any time by the other party because of the default.

19. ENTIRE CONTRACT:

All prior Agreements between the parties are incorporated in this Agreement, which constitutes the entire Contract. Its terms are intended by the parties as a final expression of their Agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior Agreement or contemporaneous oral Agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any involving this Agreement. If any portion of this Agreement shall be held to be void or unenforceable, the balance hereof shall nonetheless be effective. This Agreement shall be governed by the laws of the State of Montana and shall be binding upon the heirs, successors and permit assigns of the parties.

20. BROKER RELATIONSHIPS: The following agency relationship(s) are hereby confirmed for this transaction.

Listing Agent None ☐ Is the agent of (check one): ☐ Seller exclusively
(Print Agent name) ☐ Both /Buyer & Seller

Selling Agent Michael Walker-NAI Business Properties ☐ Is the agent of (check one): ☒ Buyer exclusively
(Print Agent name) ☐ Both /Buyer & Seller

21. ADDENDUM ATTACHED: _____

22. CONSENT TO DISCLOSE: Buyer and Seller hereby consent to the procurement and disclosure by Buyer, Seller, Broker, and their attorneys, closing agents, and other parties having interest essential to this Agreement, of any and all information reasonably necessary to consummate the transaction described in this Agreement, specifically including access to escrow agents and lenders for review of contracts, deeds, trust indentures, inspections, or similar documents of prior transaction concerning this property or underlying obligations pertaining thereto.

23. COUNTERPARTS / FACSIMILE:

A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete Contract between the parties. The parties agree that a facsimile copy of this Agreement to Sell and Purchase which contains the parties' signatures may be used as the original.

24. BUYER'S COMMITMENT:

Buyer agrees to purchase the above described Property on the terms and conditions set forth in the above offer and grants said sales

Representative until February 8, 2016 at 5:00 pm to secure Seller's written acceptance.

Buyer may withdraw this offer at anytime prior to Seller's written acceptance. If Seller has not accepted by the time specified, this offer is automatically withdrawn. Buyer hereby acknowledges receipt of a copy of this Agreement of Sell and Purchase-Commercial and Investment Properties, bearing Buyer's signature(s) and that Buyers have read and understand this Agreement.

Buyer's Phone: (406) 657-8430 Buyer's Signature: Christina F. Hark

Address: 210 N 27th St, Billings, MT Buyer's Signature: _____
59101

Address:

Buyer's
Signature: _____

25. SELLER'S COMMITMENT:

Seller agrees to sell and convey to Buyer the above-described Property on the terms and conditions hereinabove stated.

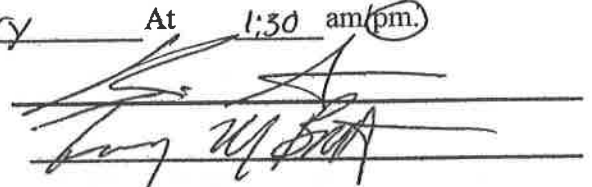
Seller acknowledges receipt of a copy of this Agreement bearing the signature(s) of Buyer and Seller.

Dated this 5TH day of FEBRUARY At 1:30 am/pm.

Seller's
Phone:

406-698-7008

Seller's
Signature:



Address: 2201 FAIRWAY DRIVE
Bellings, MT 59102

Seller
Signature:



26. DELIVERY TO BUYER OF A COPY OF ACCEPTED OFFER (use one of the following:)

Date Feb 5 2016

The undersigned buyer acknowledges receipt of a copy of this Contract bearing his / her signature and that of the Seller.

Date _____

A copy of this Contract bearing Buyer(s) signature and that of the SellSeller(s) was sent via ordinary or certified mail to Buyer.


Buyer

Agent

ACTION TAKEN, IF OTHER THAN ACCEPTANCE:

I/We acknowledge receipt of this agreement bearing my/our initial(s) and the signature(s) of the Buyer(s) named above.

Rejected by the Seller _____ / _____ / _____ Modified per Attached Counter

Date

Seller's Initials

Date

Seller's Initials

Page 5 of 6 06/1

Buyers initials Sellers initials





RESOLUTION 16-

A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY FOR A NEW CITY/COUNTY 9-1-1 COMMUNICATION CENTER, DESCRIBING THE PROPERTY TO BE PURCHASED, AND AUTHORIZING CITY OFFICIALS TO PROCEED.

WHEREAS, the Billings Fire Department is responsible for operating the City/County 9-1-1 Communication Center, which is the area's Public Service Answering Point (PSAP); and

WHEREAS, the 9-1-1 Advisory Board recommends constructing and equipping a new 9-1-1 Center; and

WHEREAS, in response to that recommendation, the City of Billings as fiduciary, created and maintains a 9-1-1 Center Building Construction Fund, which is supported by the State of Montana's 9-1-1 communication fee; and

WHEREAS, the Building Construction Fund contains \$3,130,872; and

WHEREAS, the City of Billings finds it necessary or desirable to purchase property for constructing a new 9-1-1 Communication Center that will meet the Center's space, location and communication needs; and

WHEREAS, TJ Mini Storage, Inc. has indicated its willingness to sell its property, described as the S. ½ of Lot 3, Block 9 of the Sunnyside Subdivision, 2nd Filing and located at 2315-2325 9th Avenue North; and

WHEREAS, in accordance with City Resolution No. 93-16740, two long form appraisals and a review appraisal have been completed; and

WHEREAS, TJ Mini Storage, Inc. has agreed to sell the subject property for \$335,000 and that price is supported by the appraisals.

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

That the City staff is authorized to proceed with purchasing the property described as the S. ½ of Lot 3, Block 9 of the Sunnyside Subdivision, 2nd Filing in the City of Billings, Yellowstone County Montana from owner, TJ Mini Storage, Inc. for \$335,000; and

The 9-1-1 Center Building Construction Fund will pay for the purchase and the subject property will be held in trust by the City of Billings for the future construction of a new City/Council 9-1-1 Communication Center.

APPROVED AND PASSED by the Billings Montana City Council this 14th day of March, 2016.

THE CITY OF BILLINGS:

By: _____
THOMAS W. HANEL, Mayor

ATTEST:

BY: _____
Billie Guenther, City Clerk

Regular City Council Meeting

Meeting Date: 03/14/2016

TITLE: Accept Donation In the Amount of \$1,500 from the Humane Society of the United States (HSUS)

PRESENTED BY: Rich St. John, Police Chief

Department: Police

PROBLEM/ISSUE STATEMENT

The Humane Society of the United States wishes to donate \$1,500 to the Animal Shelter to fund City employee travel to the 2016 Animal Care Expo in Las Vegas, NV. Billings Animal Control has attended the Expo in the past and found the information and resources to be critical in keeping up with current equipment and trends for animal care that may affect our community. The scholarship will cover travel costs for one person.

ALTERNATIVES ANALYZED

The City Council may:

- Accept the donation in the amount of \$1,500 from the Humane Society of the United States; or
- Not accept the donation in the amount of \$1,500 from the Humane Society of the United States and employees will not receive this training.

FINANCIAL IMPACT

There is no financial impact to the General Fund as the donation will cover all costs of the travel and training.

RECOMMENDATION

Staff recommends that the City Council accept the donation in the amount of \$1,500 from the Humane Society of the United States.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 03/14/2016

TITLE: Acceptance of Federal Aviation Administration (FAA) Airport Improvement Program Grant for 2016

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

PROBLEM/ISSUE STATEMENT

Annually, it is necessary to secure the City Council's approval and authorization for the Mayor to execute the year's Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants. This year's Grants provide the entitlement and carryover funding to undertake the engineering and construction for this year's AIP funded projects. The projects include Terminal Concourse B Renovations, Storm Water Pond D Improvements, and the East Taxilane and West Taxilane Construction.

This year's total Grant allocation will be a combination of the Airport's annual Grant Entitlements and Entitlement carryovers from previous years. The estimated costs for these projects are \$2 million for the Terminal Concourse B Renovations, \$800,000 for the East and West Taxilanes Construction, and \$2 million towards the Pond D Improvements. Since the Airport may receive the Grant funds in a number of smaller individual Grants, Council is being asked to authorize the Mayor to execute each Grant as it is received.

ALTERNATIVES ANALYZED

City Council may:

- Approve the acceptance of this year's AIP Grants, authorizing the Mayor to execute each Grant offer; or
- Decline to approve the acceptance of this year's AIP Grants, and provide direction to staff on how to proceed.

FINANCIAL IMPACT

It is estimated that the costs for engineering services and the construction of these projects will total approximately \$5,333,000. This will be funded with a 90% FAA AIP Grant and a 10% local match. The Federal portion will be an estimated \$4,800,000 and the City's match will be an estimated \$533,000. The projects are included in the current budget and local match funds are available in the Airport's Capital account.

RECOMMENDATION

Staff recommends that the City Council accept this year's AIP Grants, and authorize the Mayor to execute each of the FAA AIP Grant allocations received this year for the Airport's AIP funded projects.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 03/14/2016

TITLE: Resolution of Intention to Create SILMD 322 and Set a Public Hearing Date

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

The Engineering Division has a street reconstruction project planned for Orchard Lane in the summer of 2016. The project will include installation of street lights along those portions of Orchard Lane that do not already have street lighting. Passage of this Resolution of Intent is the first step in the legal process of creating a lighting maintenance district to pay the costs of operating and maintaining the new lighting. Passage of this Resolution of Intent will trigger the mailing of legal notices to the affected property owners and set a Council public hearing at the April 11, 2016, City Council meeting.

The new lighting will use steel mastarm style poles with LED lamps and underground wiring. The cost of installing the new lighting will be paid for with funds from the South Billings Urban Renewal District (SBURD). The adjacent property owners will only pay for electrical energy and maintenance, through an assessment on their property taxes. Due to public comments, this district replaces the district originally proposed in January and will be assessed on a frontage basis instead of an area basis as was originally planned. The estimated average annual cost for each property is \$92. 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.

ALTERNATIVES ANALYZED

City Council may:

- Pass the Resolution of Intent to create SILMD 322 to provide a source of funding for operation and maintenance of the streetlights and set a public hearing for April 11, 2016; or
- Do not pass the Resolution of Intent or set a public hearing date. 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 recommends the City Council approve a resolution of intention to create SILMD 322 and set a public hearing for April 11, 2016.

APPROVED BY CITY ADMINISTRATOR

Attachments

SILMD 322 Res of Intent

SILMD 322 Exh A--Map

SILMD 322 Exh B-Assmt Data

SILMD 322 Exh C-Boundary Descr

RESOLUTION NO. 16 - _____

A RESOLUTION OF INTENTION TO CREATE **SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 322** OF THE CITY OF BILLINGS, MONTANA, FOR THE PURPOSE OF PROVIDING ENERGY AND MAINTENANCE FOR STREET LIGHTS, DESIGNATING THE NUMBER OF SAID DISTRICT, DESCRIBING THE BOUNDARIES THEREOF, STATING THE GENERAL CHARACTER OF THE IMPROVEMENTS TO BE MADE, ESTABLISHING THE ESTIMATE OF THE COST OF MAINTAINING SUCH LIGHTS AND SUPPLYING ELECTRICAL CURRENT THEREFOR FOR THE FIRST YEAR, THE PROPORTION OF THE COST TO BE ASSESSED AGAINST THE ABUTTING PROPERTY, AND THE METHOD OF ASSESSMENT OF SAID COST.

WHEREAS, the City Council of Billings, Montana, has determined that the public interest and convenience require the creation of a Special Improvement Lighting Maintenance District as hereinafter provided;

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

SECTION 1:

That the public interest and convenience require, and it is deemed necessary, to create a Special Improvement Lighting Maintenance District for the purpose providing energy and maintenance for new street lights for lighting in said district; and the intention of said City Council to create such a district, hereinafter more particularly described, is hereby declared.

SECTION 2:

That said district shall be known and designated as "Special Improvement Lighting Maintenance District No. 322" hereinafter called the District, and the boundaries of the District are hereby declared to include lots, parcels and pieces of land directly abutting Orchard Lane between the alley south of Lux Avenue and State Avenue, as shown on the map designated as Exhibit "A" attached hereto, and as described in Exhibit "C" which is attached hereto.

SECTION 3:

That the City of Billings, Montana, hereby finds, determines and declares that each of the lots, blocks, pieces and parcels of land situated within the boundaries of the District, will be especially benefited and affected by said improvements, and that all of the property included within the District is hereby declared to be the property to be assessed for the cost and expense of obtaining the electrical energy for and maintenance of said street lights.

SECTION 4:

That pursuant to MCA 7-12-4327, the City of Billings intends to 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 5:

That the general character of the improvements to be made for the District is hereby declared to be as follows: The provision of energy and maintenance for street lighting facilities consisting of twenty-one (21) LED luminaires mounted on steel poles with underground wiring. The City of Billings shall own and install the streetlights and all associated appurtenant structures and materials. The cost of installing the lighting will be paid for by the City and shall not be included in the costs assessed to the properties within the District.

SECTION 6:

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 \$6.49 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 7:

The estimate of the cost of the District per year, including City administrative costs, is the sum of \$4,600.00; that the entire cost of said District shall be paid by the owners of the property listed in Exhibit "B" attached hereto, with each lot, parcel or piece of land within the District to be assessed for that portion of the whole cost which its Orchard Lane frontage bears to the total assessable frontage of the entire District, exclusive of public streets, avenues, alleys and other public places. The estimated cost of the District per year for property owners is on the basis of approximately \$0.830775 per lineal foot of property frontage.

SECTION 8:

That the entire cost of the District shall be paid by an annual assessment against the property in the District; that annually, pursuant to MCA 7-12-4332, the City Council shall adopt a resolution estimating the cost of maintaining said lights including a reserve, and furnishing electrical current and assessing all of said property within said District for the annual costs; that all monies derived from the collection of such assessments shall be paid into a fund to be known as "Special Lighting Maintenance District No. 322 Maintenance Fund," and warrants shall be drawn on said fund for the payment of such costs of maintaining such lights and supplying electrical current therefore.

SECTION 9:

That on the 11th day of April, 2016, at 6:30 o'clock p.m., at the Council Chambers of the City Hall in said City, the City Council intends to create such Special Improvement Lighting

Maintenance District No. 322 and will hear objections and protests against the proposed improvements and the extent and creation of such District to be assessed, or any matter pertaining thereto, at said time and place, by any person, firm, or corporation who has filed a written protest with the City Clerk of the City of Billings within fifteen (15) days after the date on which the Notice of the passage of this Resolution of Intention is published in "The Billings Times".

SECTION 10:

That the City Clerk is hereby authorized and directed to publish a copy of the Notice of the passage of this Resolution in "The Billings Times", a weekly newspaper published and circulated in the City of Billings, Montana, and to send a copy of said Notice to the owners of all the lots, blocks, pieces or parcels of land included within the boundaries of said Special Improvement Lighting Maintenance District No. 322. Said notice is to be published and mailed on the same date.

PASSED by the City Council and APPROVED this 14th day of March, 2016.

CITY OF BILLINGS

By _____
Thomas W. Hanel Mayor

ATTEST:

By _____
Billie Guenther City Clerk

SILMD 322 - Exhibit A

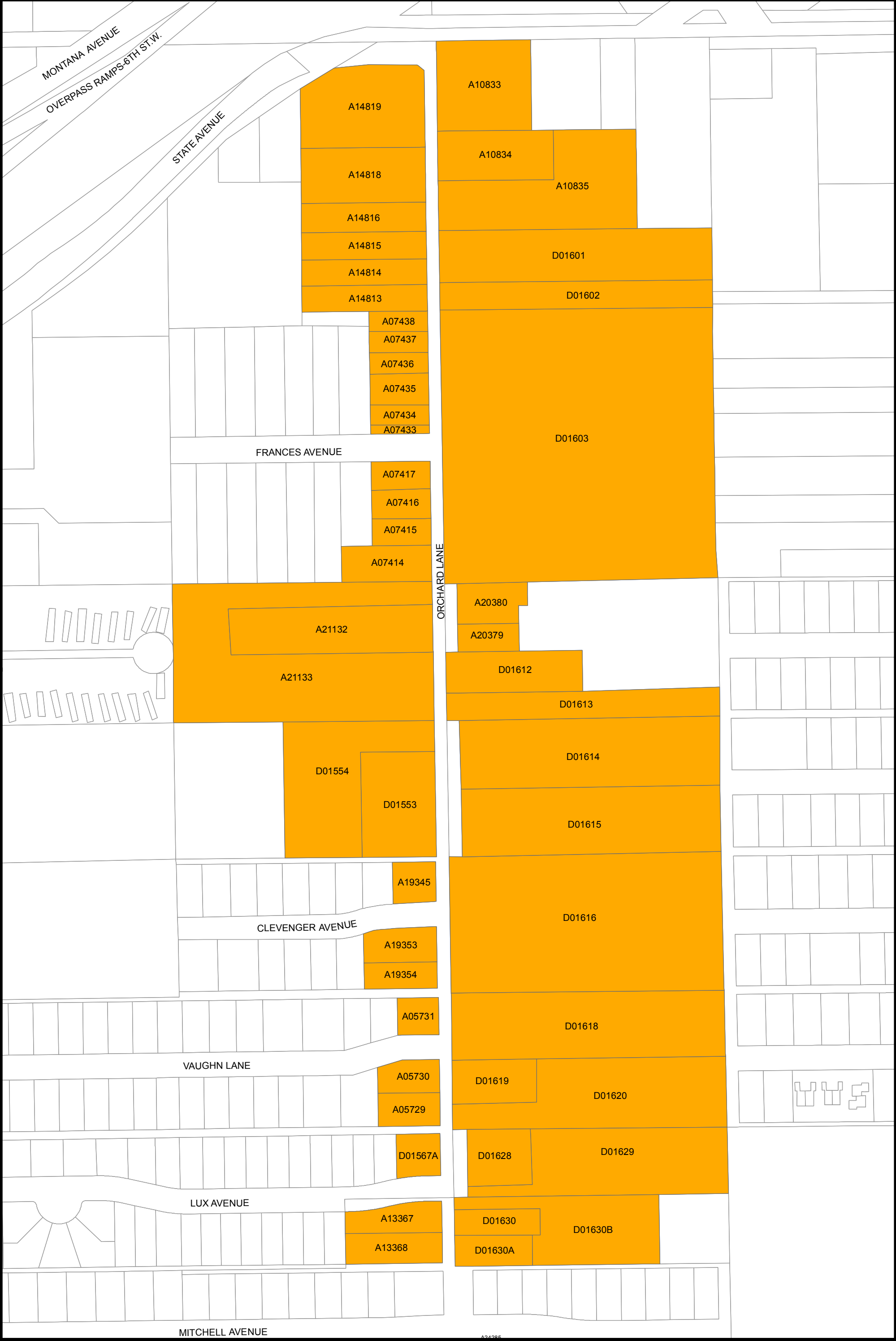


Exhibit B
SILMD 322
Assessment Data

TAX_ID	OwnerName	PropertyAddress	ShortLegalDescr	Lot Frontage	Annual Assmt
D01618	STRIPE A LINE LLC	335 ORCHARD LN	S09, T01 S, R26 E, C.O.S. 1938, PARCEL A, &TR B 2.53 AC	166	137.91
D01616	ADM DEVELOPERS INC	301 ORCHARD LN	S09, T01 S, R26 E, N2SWSWNE4 5.00 AC	330	274.16
D01615	RFM INVESTMENTS, LLC	237 ORCHARD LN	S09, T01 S, R26 E, C.O.S. 1954, PARCEL 2	165	137.08
D01614	MJH PROPERTIES, LLC	233 ORCHARD LN	S09, T01 S, R26 E, C.O.S. 1954, PARCEL 1	165	137.08
D01613	YBARRA, ROBERT Y	223 ORCHARD LN	S09, T01 S, R26 E, S 1 ACRE OF N2 LOT 12 IN NE4	66	54.83
D01612	GORDON, JUDE D	215 ORCHARD LN	S09, T01 S, R26 E, C.O.S. 125	99	82.25
A20379	HALTER LARRY R & JAMIE L	209 ORCHARD LN	CASSINO SUBD, S09, T01 S, R26 E, BLOCK 1, Lot 1	68	56.49
A20380	THREET, T JOE & PAT CASE	201 ORCHARD LN	CASSINO SUBD, S09, T01 S, R26 E, BLOCK 1, Lot 2A, AMD	98	81.42
D01603	FORQUER/STUART LLC	127 ORCHARD LN	S09, T01 S, R26 E, LT 5 IN NE4	660	548.31
D01602	GEORGE S ALLEN TRUST	105 ORCHARD LN	S09, T01 S, R26 E, S 66 FT OF LOT 4 IN NE4	66	54.83
D01601	GEORGE S ALLEN TRUST	43 ORCHARD LN	S09, T01 S, R26 E, N126' OF S192' LT 4 IN NE (1.91ACRES)	126	104.68
A10835	BELL-MONT PROPERTIES INC	4300 STATE AVE	S09, T01 S, R26 E, C.O.S. 21, PARCEL B7-B8, & 9-10 AMND LESS W30 FT (AKA MAGELSSSEN ACRES)	120	99.69
A10833	THOTUS, ELLEN M TRUSTEE	4318 STATE AVE	S09, T01 S, R26 E, C.O.S. 21, PARCEL 6, AMND (LESS ROADS) (AKA MAGELSSSEN ACRES)	192	159.51
A10834	KORTRIGHT, JOHN F JR	29 ORCHARD LN	S09, T01 S, R26 E, C.O.S. 21, PARCEL A7 & A8, AMND LESS 230 FT (AKA MAGLESSEN ACRES)	120	99.69
A19353	MCQUISTON, LE ROY M & WANITA A	316 ORCHARD LN	AL'S SUBD FIRST, S09, T01 S, R26 E, BLOCK 2, Lot 8	87	72.28
A19354	BRANGER, DUANE L & MARY L	322 ORCHARD LN	AL'S SUBD FIRST, S09, T01 S, R26 E, BLOCK 2, Lot 9	61	50.68
A19345	LARSON, LLOYD C & KELLY L	4403 CLEVANGER AVE	AL'S SUBD FIRST, S09, T01 S, R26 E, BLOCK 1, Lot 9	100	83.08
D01553	NEW SOUTHSIDE PROPERTIES LLC	ORCHARD LN	S09, T01 S, R26 E, S2 LT 9 (LESS C/S 1942 & 2219) (1.07 ACRES)	254	211.02
D01554	VAUGHT, GEORGE G JR &		S09, T01 S, R26 E, C.O.S. 1942, PARCEL A	75	62.31
A21133	MME INC	214 ORCHARD LN	SALT CREEK SUBD, S09, T01 S, R26 E, BLOCK 1, Lot 2	219	181.94
A21132	MME INC	214 ORCHARD LN	SALT CREEK SUBD, S09, T01 S, R26 E, BLOCK 1, Lot 1	110	91.39
A05729	ERICKSEN, JAN A & HOLLIE	350 Orchard Lane	COWLEY SUBD 2ND FILING, S09, T01 S, R26 E, BLOCK 3, Lot 20, & S 80FT OF 18	80	66.46
A05730	JMS PROPERTIES LLC	340 Orchard Lane	COWLEY SUBD 2ND FILING, S09, T01 S, R26 E, BLOCK 3, Lot 18, & 19 LESS S 80FT OF 18	80	66.46
A05731	MILES, JACOB A	328 Orchard Lane	COWLEY SUBD 2ND FILING, S09, T01 S, R26 E, BLOCK 4, Lot 1	90	74.77
A07414	KARLA GRAYSON JAGER REV LIVING TRUST	154 ORCHARD LN	FRANKLIN SUBD, S09, T01 S, R26 E, Lot 1	84	69.79
A07415	GEORGE, RON L &	148 ORCHARD LN	FRANKLIN SUBD, S09, T01 S, R26 E, Lot 02	72	59.82

Exhibit B
SILMD 322
Assessment Data

TAX_ID	OwnerName	PropertyAddress	ShortLegalDescr	Lot Frontage	Annual Assmt
A07416	ADLER, ROBERT L & KATHY P	140 ORCHARD LN	FRANKLIN SUBD, S09, T01 S, R26 E, Lot 3	72	59.82
A07417	ADLER, LOUIS H & SHARON M	138 ORCHARD LN	FRANKLIN SUBD, S09, T01 S, R26 E, Lot 4	72	59.82
A07433	ADLER, ROBERT L & KATHY P	128 ORCHARD LN	FRANKLIN SUBD, S09, T01 S, R26 E, Lot 19, S25' L:19	25	20.77
A07434	OLSON, MARVIN E	126 ORCHARD LN	FRANKLIN SUBD, S09, T01 S, R26 E, Lot 19, N 50 FT LT 19	50	41.54
A07435	LAUWERS, AMANDA N & JASON A	122 ORCHARD LN	FRANKLIN SUBD, S09, T01 S, R26 E, Lot 20	75	62.31
A07436	CRAFT, THOMAS D JR & TAMARA L	114 ORCHARD LN	FRANKLIN SUBD, S09, T01 S, R26 E, Lot 21, S50' L:21	50	41.54
A07437	BURNS, CLIFTON T & VIRGINIA M	108 ORCHARD LN	FRANKLIN SUBD, S09, T01 S, R26 E, Lot 21, N25 FT LT 21 S25 FT LT 22	50	41.54
A07438	BURNS, CLIFTON T & VIRGINIA M	106 ORCHARD LN	FRANKLIN SUBD, S09, T01 S, R26 E, Lot 22, N49.79' L:22	50	41.54
A14813	EMINETH, ROBERT J & KRYSTAL L	102 ORCHARD LN	STRECKER SUBD, S09, T01 S, R26 E, Lot 1	66	54.83
A14814	ED & JOHNS PROPERTY LLP	50 ORCHARD LN	STRECKER SUBD, S09, T01 S, R26 E, Lot 2	66	54.83
A14815	OAK, DARWIN G	36 ORCHARD LN	STRECKER SUBD, S09, T01 S, R26 E, Lot 3	66	54.83
A14816	OAK, DARWIN G	32 ORCHARD LN	STRECKER SUBD, S09, T01 S, R26 E, Lot 4	66	54.83
A14818	JMS PROPERTIES, LLC	26 ORCHARD LN	STRECKER SUBD, S09, T01 S, R26 E, Lot 5 - 6	132	109.66
A14819	G & L PROPERTIES LLC	4410 STATE AVE	STRECKER SUBD, S09, T01 S, R26 E, Lot 7A - 8A, AMD (14)	198	164.49
D01620	STRIPE A LINE LLC	ORCHARD LN	S09, T01 S, R26 E, C.O.S. 1882, PARCEL 2	59	49.02
D01619	STRIPE A LINE LLC	341 ORCHARD LN	S09, T01 S, R26 E, C.O.S. 1882, PARCEL 1	106	88.06
A13368	VAN WINKLE, ERIC S	424 ORCHARD LN	ROBINSON SUBD, S09, T01 S, R26 E, Lot 2	73	60.65
A13367	VAN WINKLE FAMILY TRUST	416 ORCHARD LN	ROBINSON SUBD, S09, T01 S, R26 E, Lot 1	76	63.14
D01567A	STUART, SCOTT A	402 ORCHARD LN	S09, T01 S, R26 E, C.O.S. 31, PARCEL 2A, TR 2A COS 31 AMND & LT 1B BLK 2 GUNN ESTATES SUB	102	84.74
D01630A	STAHL, GLADYS M &	423 ORCHARD LN	S09, T01 S, R26 E, C.O.S. 359-M, PARCEL 2	70	58.15
D01629	GODWIN, RUTH E		S09, T01 S, R26 E, C.O.S. 312, PARCEL 3, AMD	30	24.92
D01628	GODWIN, RUTH E	405 ORCHARD LN	S09, T01 S, R26 E, C.O.S. 312, PARCEL 2, AMD	135	112.15
D01630	SCHANZ, ARTHUR	417 ORCHARD LN	S09, T01 S, R26 E, C.O.S. 359-M, PARCEL 1A, AMD (10)	65	54.00
D01630B	SCHANZ, RACHEL	410 STEPHENS LN	S09, T01 S, R26 E, C.O.S. 3524, PARCEL 1, (14)	30	24.92
			Total Basis	5,537	\$4,600.03

EXHIBIT “C”

SILMD 322 – DISTRICT DESCRIPTION

A Special Improvement Lighting Maintenance District encompassing the following parcels of land abutting both sides of Orchard Lane between the alley south of Lux Avenue and State Avenue in Yellowstone County, Montana. All subdivisions and certificates of survey referenced are as on file in the Office of the County Clerk and Recorder, Yellowstone County, Montana.

Certificate of Survey 125, as recorded June 4, 1948, under Document Number 439079;

Tracts 6, A7, A8, 9, and 10, of the Amended Plat of Certificate of Survey 21 (aka Magelssen Acres), as recorded June 12, 1952, under Document Number 492688;

Tract 2A, Amended Certificate of Survey 31, as recorded August 27, 1984, under Document 1320982;

Tracts 2 & 3, Certificate of Survey 312 Amended, as recorded April 11, 1980, under Document Number 1162128;

Tract 1A, Amended Tract 1 of Amended Certificate of Survey 359-M, recorded August 8, 2009, under Document Number 3522191;

Tract 2, Amended Certificate of Survey 359-M, recorded November 1, 1985, under Document Number 1370759;

Tracts 1 & 2, Certificate of Survey 1882, as recorded April 30, 1979, under Document Number 1126863;

Tracts A & B, Certificate of Survey 1938, as recorded September 26, 1979, under Document Number 1143039;

Tract A, Certificate of Survey 1942, as recorded September 28, 1979, under Document Number 1143432;

Tracts 1 & 2, Certificate of Survey 1954, as recorded November 29, 1979, under Document Number 1149891;

Tract 1, Certificate of Survey 3524, recorded June 20, 2013, under Document Number 3672117;

Lot 9, Block 1 and Lots 8 & 9 Block 2, A1's Subdivision, 1st Filing, as recorded February 15, 1965, under Document Number 748408;

Lot 1, Block 1, Cassino Subdivision, as recorded June 11, 1971, under Document Number 884212;

Lot 2A of the Amended Plat of Lot 2, Block 1, Cassino Subdivision, as recorded October 27, 2011, under Document Number 3603490;

Lots 18, 19 & 20 Block 3 and Lot 1, Block 4, Cowley Subdivision, 2nd Filing, as recorded August 5, 1955, under Document Number 547171

Lots 1, 2, 3, 4, 19, 20, 21 & 22, Franklin Subdivision, as recorded April 19, 1947 under Document Number 425422;

Lot 1B, Block 2, Gunn Estates Subdivision, as recorded July 13, 2006, under Document Number 3384813;

Lots 1 & 2, Robinson Subdivision, as recorded April 23, 1958, under Document Number 600422;

Lots 1 through 6, Strecker, Subdivision as recorded November 21, 1946, under Document Number 420483;

Lots 7A and 8A of Lots 7 & 8 Amended, Strecker Subdivision, as recorded October 3, 1985, under Document Number 1367405;

Lots 1 and 2, Block 1, Salt Creek Subdivision, as recorded June 27, 1973, under Document Number 937771;

The following parcels in the subdivision of Section 9, Township 1 South, Range 26 East, as filed February 11, 1895:

North 126 feet of the South 192 feet, in Lot 4, in the Northeast $\frac{1}{4}$ of Section 9

North $\frac{1}{2}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$, NE $\frac{1}{4}$ of Section 9 (a 5 acre parcel)

South 1 acre of North $\frac{1}{2}$ Lot 12 in Northeast $\frac{1}{4}$ of Section 9

South 66 feet of Lot 4 in the Northeast $\frac{1}{4}$ of Section 9

Lot 5 in the Northeast $\frac{1}{4}$ of Section 9

South half of Lot 9 in the Northwest $\frac{1}{4}$ of Section 9, less C/S 1942 & C/S 2219

Exempting there from all lands which are public street, road, or alley rights-of-way.

Regular City Council Meeting

Meeting Date: 03/14/2016

TITLE: Payment of Claims February 1, 2016

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,188,858.64 have been audited and are presented for City Council payment approval. A complete listing of the claims dated February 1, 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

CouncilMemo_2.1.2016

Check Date	Check	Name	Amount	Account	Item Description
02/01/2016	791112	Atlantic Coast Polymers Inc	\$55,737.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 299693
02/01/2016	791120	Bison Motor Company	\$219,904.64	6400-21650-409440	8 Police Sedans.
02/01/2016	791123	Bradford Roof Management, Inc.	\$2,800.00	6500-15660-402450	Replace damaged gutter on building next to Fleet
02/01/2016	791127	Bright & Beautiful	\$5,000.00	5410-31210-407390	Annual contribution to Bright & Beautiful
02/01/2016	791127	Bright & Beautiful	\$5,000.00	8020-31810-407390	Annual contribution to Bright & Beautiful
02/01/2016	791136	Crescent Electric Supply	\$740.87	5120-84300-402360	antenna
02/01/2016	791136	Crescent Electric Supply	\$3,567.04	5120-84300-402360	radio
02/01/2016	791136	Crescent Electric Supply	\$365.00	5020-74000-402360	test fixture new uv building
02/01/2016	791136	Crescent Electric Supply	\$79.73	5020-74000-402360	ballast for filter building
02/01/2016	791136	Crescent Electric Supply	\$282.62	5120-84300-402360	ge lamp
02/01/2016	791136	Crescent Electric Supply	\$223.09	2110-00000-141318	STREET LIGHTS PO NUM 299726
02/01/2016	791136	Crescent Electric Supply	\$13.12	2110-31320-402430	Connectors for traffic signals
02/01/2016	791136	Crescent Electric Supply	\$5.68	2110-31320-402430	threaded rod for traffic signals
02/01/2016	791136	Crescent Electric Supply	\$24.96	2110-31320-402430	nipple/insulators used for traffic signals
02/01/2016	791137	Cummins Rocky Mountain LLC	\$5,463.60	5410-31220-402320	004-18305
02/01/2016	791137	Cummins Rocky Mountain LLC	\$104.34	5410-31220-402320	004-18330
02/01/2016	791137	Cummins Rocky Mountain LLC	-\$1,931.98	5410-31220-402320	004-18994
02/01/2016	791140	Dell Marketing Lp	\$4,284.75	5120-84000-402925	trp computer for Greg Smith
02/01/2016	791142	Desert Mountain Corporation	\$4,392.92	2110-31320-404721	ice slicer for melting snow on streets
02/01/2016	791142	Desert Mountain Corporation	\$4,307.79	2110-31320-404721	ice slicer used to melt snow on streets
02/01/2016	791142	Desert Mountain Corporation	\$4,421.72	2110-31320-404721	ice slicer for melting snow on streets
02/01/2016	791142	Desert Mountain Corporation	\$3,333.81	2110-31320-404721	ice slicer for melting snow
02/01/2016	791151	Escosupply	\$281.02	2110-31320-402320	grader blades and bolts
02/01/2016	791151	Escosupply	\$3,300.00	5410-31230-402320	Teeth for the grinder at the Landfill
02/01/2016	791165	HDR, Inc.	\$90,903.22	5030-74910-409390	WO 15-10 WTP Chemical Building/Disinfection Improvements
02/01/2016	791165	HDR, Inc.	\$2,075.80	5410-31220-409250	WO 15-38 Solid Waste CNG Short-Term Fueling Station
02/01/2016	791165	HDR, Inc.	\$11,928.71	5030-00000-201100	WO 15-10 WTP Chemical Building/Disinfection Improvements
02/01/2016	791166	Heartland Paper Company	\$108.62	6010-00000-141000	220193-0 PO NUM 299739
02/01/2016	791166	Heartland Paper Company	\$651.95	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 299688
02/01/2016	791166	Heartland Paper Company	\$724.16	5410-31220-402320	220196-0
02/01/2016	791166	Heartland Paper Company	\$362.08	5410-31220-402320	220198-0
02/01/2016	791166	Heartland Paper Company	\$253.46	5410-31230-402320	220200-0
02/01/2016	791166	Heartland Paper Company	\$289.66	5410-31230-402320	220202-0
02/01/2016	791166	Heartland Paper Company	\$543.12	5410-31230-402320	220203-0
02/01/2016	791172	Interstate Power Systems, Inc.	\$369.92	6010-00000-141000	C007038112.01 PO NUM 299744
02/01/2016	791172	Interstate Power Systems, Inc.	\$6,002.93	5410-31230-402320	R007036056.01
02/01/2016	791172	Interstate Power Systems, Inc.	\$7,483.76	5710-71440-402320	AUTO &TRUCK MAINT.ITEMS
02/01/2016	791172	Interstate Power Systems, Inc.	-\$3,147.76	5710-71440-402320	AUTO &TRUCK MAINT.ITEMS
02/01/2016	791174	Jackson Contractor Group Inc	\$108,360.77	4980-00000-201100	Construction of new Library, demolition of existing building & site development features.

Check Date	Check	Name	Amount	Account	Item Description
02/01/2016	791175	JC Billion Inc	\$13,725.50	5030-74910-409440	Schedule 7 2016- Ext Cab Truck/Long Box
02/01/2016	791175	JC Billion Inc	\$13,725.50	5130-84910-409440	Schedule 7 2016- Ext Cab Truck/Long Box
02/01/2016	791175	JC Billion Inc	-\$500.00	5030-74910-409440	Trade In Unit 7319
02/01/2016	791175	JC Billion Inc	-\$500.00	5130-84910-409440	Trade In Unit 7319
02/01/2016	791175	JC Billion Inc	\$13,725.50	5030-74910-409440	Schedule 7 2016 Mid-size 4 Wheel Drive Extended Cab Long Box Pickup
02/01/2016	791175	JC Billion Inc	\$13,725.50	5130-84910-409440	Schedule 7 2016 Mid-size 4 Wheel Drive Extended Cab Long Box Pickup
02/01/2016	791188	Mead & Hunt Inc	\$3,407.19	5610-71100-403590	Invoice #257885. Air Service United Airlines in Chicago
02/01/2016	791192	Montana Dakota Utilities Co	\$401.54	0100-51410-403440	037 890 1000 0
02/01/2016	791192	Montana Dakota Utilities Co	\$109.25	0100-51120-403440	371 101 1000 6
02/01/2016	791192	Montana Dakota Utilities Co	\$83.77	5020-74000-403440	527 033 1000 4
02/01/2016	791192	Montana Dakota Utilities Co	\$777.22	5410-31230-403440	770 390 1000 2
02/01/2016	791192	Montana Dakota Utilities Co	\$120.29	5020-74000-403440	832 001 1000 1
02/01/2016	791192	Montana Dakota Utilities Co	\$40.65	5120-85000-403440	868 563 1000 7
02/01/2016	791192	Montana Dakota Utilities Co	\$136.72	0100-51410-403440	927 890 1000 3
02/01/2016	791192	Montana Dakota Utilities Co	\$255.52	5610-71170-403440	283 116 0655 3. IP-12 Alpine Maintenance. January 2016
02/01/2016	791192	Montana Dakota Utilities Co	\$270.32	5610-71170-403440	295 580 1000 4. Aero Interiors. January 2016
02/01/2016	791192	Montana Dakota Utilities Co	\$443.04	5610-71170-403440	185 580 14000 7. TSA Building. January 2016
02/01/2016	791192	Montana Dakota Utilities Co	\$1,607.14	5610-71190-403440	889 373 1000 6. Car Wash. January 2016
02/01/2016	791192	Montana Dakota Utilities Co	\$589.45	5610-71190-403440	129 573 1000 1. Mud Wash. January 2016
02/01/2016	791192	Montana Dakota Utilities Co	\$200.70	5610-71190-403440	229 573 1000 0. Detail Bay 1 Hertz. January 2016
02/01/2016	791192	Montana Dakota Utilities Co	\$190.82	5610-71190-403440	629 573 1000 6. Detail Bay 2 National/Alamo. January 2016
02/01/2016	791192	Montana Dakota Utilities Co	\$128.31	5610-71190-403440	329 573 1000 9. Detail Bay 3 Enterprise. January 2016
02/01/2016	791192	Montana Dakota Utilities Co	\$155.73	5610-71190-403440	429 573 1000 8. Detail Bay 4 Avis/Budget. January 2016
02/01/2016	791192	Montana Dakota Utilities Co	\$108.58	5610-71190-403440	529 573 1000 7. Detail Bay 5 Thrifty/Dollar. January 2016
02/01/2016	791192	Montana Dakota Utilities Co	\$301.67	5020-74000-403440	010 490 1000 0
02/01/2016	791192	Montana Dakota Utilities Co	\$30.36	0100-51260-403440	061 943 1000 6
02/01/2016	791192	Montana Dakota Utilities Co	\$51.30	5020-74000-403440	110 490 1000 9
02/01/2016	791192	Montana Dakota Utilities Co	\$347.64	6500-15660-403440	130 733 1000 8
02/01/2016	791192	Montana Dakota Utilities Co	\$394.33	5020-74000-403440	210 490 1000 8
02/01/2016	791192	Montana Dakota Utilities Co	\$550.53	5020-73140-403440	310 490 1000 7
02/01/2016	791192	Montana Dakota Utilities Co	\$183.51	5120-83140-403440	310 490 1000 7
02/01/2016	791192	Montana Dakota Utilities Co	\$1,308.27	5020-73140-403440	410 490 1000 6
02/01/2016	791192	Montana Dakota Utilities Co	\$436.10	5120-83140-403440	410 490 1000 6
02/01/2016	791192	Montana Dakota Utilities Co	\$540.07	1500-22210-403440	442 190 1000 4
02/01/2016	791192	Montana Dakota Utilities Co	\$3,435.77	5020-74000-403440	500 490 1000 7
02/01/2016	791192	Montana Dakota Utilities Co	\$97.09	5020-74000-403440	510 490 1000 5
02/01/2016	791192	Montana Dakota Utilities Co	\$653.41	1500-22210-403440	533 653 1000 1
02/01/2016	791192	Montana Dakota Utilities Co	\$144.50	5020-74000-403440	566 923 1000 8

Check Date	Check	Name	Amount	Account	Item Description
02/01/2016	791192	Montana Dakota Utilities Co	\$51.85	5020-74000-403440	600 490 1000 6
02/01/2016	791192	Montana Dakota Utilities Co	\$51.85	5020-74000-403440	600 490 1000 6
02/01/2016	791192	Montana Dakota Utilities Co	\$38.06	5020-74000-403440	610 490 1000 4
02/01/2016	791192	Montana Dakota Utilities Co	\$93.77	5020-74000-403440	666 923 1000 7
02/01/2016	791192	Montana Dakota Utilities Co	\$436.24	5020-74000-403440	700 490 1000 5
02/01/2016	791192	Montana Dakota Utilities Co	\$32.01	5120-85000-403440	735 453 1000 2
02/01/2016	791192	Montana Dakota Utilities Co	\$3,152.98	6500-15660-403440	757 633 1000 2
02/01/2016	791192	Montana Dakota Utilities Co	\$50.76	5020-74000-403440	800 490 1000 4
02/01/2016	791192	Montana Dakota Utilities Co	\$1,336.83	5020-74000-403440	900 490 1000 3
02/01/2016	791192	Montana Dakota Utilities Co	\$4,276.96	6500-15660-403440	989 733 1000 0
02/01/2016	791192	Montana Dakota Utilities Co	\$1,100.96	6500-15660-403440	993 733 1000 4
02/01/2016	791195	Montana Rail Link Inc	\$2,733.13	2110-31320-403660	Gabel Road Crossing Signal Maintenance
02/01/2016	791209	NorthWestern Energy	\$13,357.36	2110-31320-403410	Signal Bills
02/01/2016	791209	NorthWestern Energy	\$489.21	8100-31830-403410	SILMD 008 ACCT# 0712544-6
02/01/2016	791209	NorthWestern Energy	\$500.75	8100-31830-403410	SILMD 009 ACCT# 0712545-3
02/01/2016	791209	NorthWestern Energy	\$1,378.74	8100-31830-403410	SILMD 010 ACCT# 0712546-1
02/01/2016	791209	NorthWestern Energy	\$4,205.24	8100-31830-403410	SILMD 013 ACCT# 0721276-4
02/01/2016	791209	NorthWestern Energy	\$2,034.16	8100-31830-403410	SILMD 014 ACCT# 0721277-2
02/01/2016	791209	NorthWestern Energy	\$1,201.76	8100-31830-403410	SILMD 017 ACCT# 0712553-7
02/01/2016	791209	NorthWestern Energy	\$87.86	8100-31830-403410	SILMD 018 ACCT# 0712554-5
02/01/2016	791209	NorthWestern Energy	\$485.43	8100-31830-403410	SILMD 095 ACCT# 0712556-0
02/01/2016	791209	NorthWestern Energy	\$13,081.76	8100-31830-403410	SILMD 097 ACCT# 0712557-8
02/01/2016	791209	NorthWestern Energy	\$1,597.44	8100-31830-403410	SILMD 099 ACCT# 0712558-6
02/01/2016	791209	NorthWestern Energy	\$2,609.34	8100-31830-403410	SILMD 100 ACCT# 0712559-4
02/01/2016	791209	NorthWestern Energy	\$1,702.09	8100-31830-403410	SILMD 107 ACCT# 0712560-2
02/01/2016	791209	NorthWestern Energy	\$4,268.78	8100-31830-403410	SILMD 109 ACCT# 0712561-0
02/01/2016	791209	NorthWestern Energy	\$180.82	8100-31830-403410	SILMD 113 ACCT# 0712562-8
02/01/2016	791209	NorthWestern Energy	\$918.61	8100-31830-403410	SILMD 114 ACCT# 0712563-6
02/01/2016	791209	NorthWestern Energy	\$216.15	8100-31830-403410	SILMD 115 ACCT# 0712564-4
02/01/2016	791209	NorthWestern Energy	\$567.37	8100-31830-403410	SILMD 116 ACCT# 0712565-1
02/01/2016	791209	NorthWestern Energy	\$3,134.75	8100-31830-403410	SILMD 117 ACCT# 0712566-9
02/01/2016	791209	NorthWestern Energy	\$228.14	8100-31830-403410	SILMD 118 ACCT# 0712567-7
02/01/2016	791209	NorthWestern Energy	\$150.84	8100-31830-403410	SILMD 119 ACCT# 0712568-5
02/01/2016	791209	NorthWestern Energy	\$2,431.58	8100-31830-403410	SILMD 121 ACCT# 0712570-1
02/01/2016	791209	NorthWestern Energy	\$184.95	8100-31830-403410	SILMD 122 ACCT# 0712571-9
02/01/2016	791209	NorthWestern Energy	\$324.20	8100-31830-403410	SILMD 123 ACCT# 0712572-7
02/01/2016	791209	NorthWestern Energy	\$945.61	8100-31830-403410	SILMD 124 ACCT# 0712573-5
02/01/2016	791209	NorthWestern Energy	\$378.24	8100-31830-403410	SILMD 125 ACCT# 0712574-3
02/01/2016	791209	NorthWestern Energy	\$189.14	8100-31830-403410	SILMD 126 ACCT# 0712575-0
02/01/2016	791209	NorthWestern Energy	\$693.54	8100-31830-403410	SILMD 127 ACCT# 0712576-8

Check Date	Check	Name	Amount	Account	Item Description
02/01/2016	791209	NorthWestern Energy	\$485.47	8100-31830-403410	SILMD 128 ACCT# 0712577-6
02/01/2016	791209	NorthWestern Energy	\$324.20	8100-31830-403410	SILMD 129 ACCT# 0712578-4
02/01/2016	791209	NorthWestern Energy	\$123.13	8100-31830-403410	SILMD 130 ACCT# 0712579-2
02/01/2016	791209	NorthWestern Energy	\$837.55	8100-31830-403410	SILMD 131 ACCT# 0712580-0
02/01/2016	791209	NorthWestern Energy	\$228.63	8100-31830-403410	SILMD 133 ACCT# 0712581-8
02/01/2016	791209	NorthWestern Energy	\$527.64	8100-31830-403410	SILMD 134 ACCT# 0712582-6
02/01/2016	791209	NorthWestern Energy	\$508.60	8100-31830-403410	SILMD 135 ACCT# 0712583-4
02/01/2016	791209	NorthWestern Energy	\$459.86	8100-31830-403410	SILMD 136 ACCT# 0712584-2
02/01/2016	791209	NorthWestern Energy	\$367.75	8100-31830-403410	SILMD 137 ACCT# 0712585-9
02/01/2016	791209	NorthWestern Energy	\$729.47	8100-31830-403410	SILMD 138 ACCT# 0712586-7
02/01/2016	791209	NorthWestern Energy	\$243.16	8100-31830-403410	SILMD 139 ACCT# 0712587-5
02/01/2016	791209	NorthWestern Energy	\$565.06	8100-31830-403410	SILMD 143 ACCT# 0712588-3
02/01/2016	791209	NorthWestern Energy	\$26.91	8100-31830-403410	SILMD 144 ACCT# 0712589-1
02/01/2016	791209	NorthWestern Energy	\$462.35	8100-31830-403410	SILMD 145 ACCT# 0712590-9
02/01/2016	791209	NorthWestern Energy	\$351.22	8100-31830-403410	SILMD 146 ACCT# 0712591-7
02/01/2016	791209	NorthWestern Energy	\$457.30	8100-31830-403410	SILMD 147 ACCT# 0712592-5
02/01/2016	791209	NorthWestern Energy	\$1,505.29	8100-31830-403410	SILMD 149 ACCT# 0712593-3
02/01/2016	791209	NorthWestern Energy	\$739.77	8100-31830-403410	SILMD 150 ACCT# 0712594-1
02/01/2016	791209	NorthWestern Energy	\$621.41	8100-31830-403410	SILMD 151 ACCT# 0712595-8
02/01/2016	791209	NorthWestern Energy	\$4,230.56	8100-31830-403410	SILMD 152 ACCT# 0712596-6
02/01/2016	791209	NorthWestern Energy	\$531.71	8100-31830-403410	SILMD 153 ACCT# 0712597-4
02/01/2016	791209	NorthWestern Energy	\$1,202.13	8100-31830-403410	SILMD 154 ACCT# 0712598-2
02/01/2016	791209	NorthWestern Energy	\$432.07	8100-31830-403410	SILMD 155 ACCT# 0712599-0
02/01/2016	791209	NorthWestern Energy	\$808.68	8100-31830-403410	SILMD 157 ACCT# 0712600-6
02/01/2016	791209	NorthWestern Energy	\$783.52	8100-31830-403410	SILMD 158 ACCT# 0712601-4
02/01/2016	791209	NorthWestern Energy	\$1,076.02	8100-31830-403410	SILMD 159 ACCT# 0712602-2
02/01/2016	791209	NorthWestern Energy	\$702.45	8100-31830-403410	SILMD 160 ACCT# 0712603-0
02/01/2016	791209	NorthWestern Energy	\$1,040.29	8100-31830-403410	SILMD 161 ACCT# 0712604-8
02/01/2016	791209	NorthWestern Energy	\$59.99	8100-31830-403410	SILMD 162 ACCT# 0712605-5
02/01/2016	791209	NorthWestern Energy	\$660.39	8100-31830-403410	SILMD 163 ACCT# 0712606-3
02/01/2016	791209	NorthWestern Energy	\$369.88	8100-31830-403410	SILMD 164 ACCT# 0712607-1
02/01/2016	791209	NorthWestern Energy	\$864.57	8100-31830-403410	SILMD 165 ACCT# 0712608-9
02/01/2016	791209	NorthWestern Energy	\$231.18	8100-31830-403410	SILMD 167 ACCT# 0712609-7
02/01/2016	791209	NorthWestern Energy	\$554.82	8100-31830-403410	SILMD 171 ACCT# 0712610-5
02/01/2016	791209	NorthWestern Energy	\$527.64	8100-31830-403410	SILMD 172 ACCT# 0712611-3
02/01/2016	791209	NorthWestern Energy	\$1,155.88	8100-31830-403410	SILMD 173 ACCT# 0712612-1
02/01/2016	791209	NorthWestern Energy	\$970.93	8100-31830-403410	SILMD 174 ACCT# 0712613-9
02/01/2016	791209	NorthWestern Energy	\$323.64	8100-31830-403410	SILMD 175 ACCT# 0712614-7
02/01/2016	791209	NorthWestern Energy	\$42.84	8100-31830-403410	SILMD 176 ACCT# 0712615-4
02/01/2016	791209	NorthWestern Energy	\$254.29	8100-31830-403410	SILMD 178 ACCT# 0712616-2

Check Date	Check	Name	Amount	Account	Item Description
02/01/2016	791209	NorthWestern Energy	\$508.60	8100-31830-403410	SILMD 179 ACCT# 0712617-0
02/01/2016	791209	NorthWestern Energy	\$346.76	8100-31830-403410	SILMD 180 ACCT# 0712618-8
02/01/2016	791209	NorthWestern Energy	\$1,648.07	8100-31830-403410	SILMD 181 ACCT# 0712619-6
02/01/2016	791209	NorthWestern Energy	\$577.94	8100-31830-403410	SILMD 182 ACCT# 0712620-4
02/01/2016	791209	NorthWestern Energy	\$1,155.89	8100-31830-403410	SILMD 183 ACCT# 0712621-2
02/01/2016	791209	NorthWestern Energy	\$369.88	8100-31830-403410	SILMD 184 ACCT# 0712622-0
02/01/2016	791209	NorthWestern Energy	\$138.71	8100-31830-403410	SILMD 185 ACCT# 0712623-8
02/01/2016	791209	NorthWestern Energy	\$617.76	8100-31830-403410	SILMD 186 ACCT# 0712624-6
02/01/2016	791209	NorthWestern Energy	\$231.18	8100-31830-403410	SILMD 187 ACCT# 0712625-3
02/01/2016	791209	NorthWestern Energy	\$277.40	8100-31830-403410	SILMD 188 ACCT# 0712626-1
02/01/2016	791209	NorthWestern Energy	\$231.18	8100-31830-403410	SILMD 189 ACCT# 0712627-9
02/01/2016	791209	NorthWestern Energy	\$1,202.13	8100-31830-403410	SILMD 190 ACCT# 0712628-7
02/01/2016	791209	NorthWestern Energy	\$413.05	8100-31830-403410	SILMD 191 ACCT# 0712629-5
02/01/2016	791209	NorthWestern Energy	\$300.52	8100-31830-403410	SILMD 192 ACCT# 0712630-3
02/01/2016	791209	NorthWestern Energy	\$739.77	8100-31830-403410	SILMD 193 ACCT# 0712631-1
02/01/2016	791209	NorthWestern Energy	\$255.64	8100-31830-403410	SILMD 194 ACCT# 0712632-9
02/01/2016	791209	NorthWestern Energy	\$213.02	8100-31830-403410	SILMD 195 ACCT# 0712633-7
02/01/2016	791209	NorthWestern Energy	\$68.36	8100-31830-403410	SILMD 196 ACCT# 0712634-5
02/01/2016	791209	NorthWestern Energy	\$68.36	8100-31830-403410	SILMD 197 ACCT# 0712635-2
02/01/2016	791209	NorthWestern Energy	\$115.59	8100-31830-403410	SILMD 198 ACCT# 0712636-0
02/01/2016	791209	NorthWestern Energy	\$81.64	8100-31830-403410	SILMD 200 ACCT# 0712637-8
02/01/2016	791209	NorthWestern Energy	\$485.47	8100-31830-403410	SILMD 201 ACCT# 0712638-6
02/01/2016	791209	NorthWestern Energy	\$786.67	8100-31830-403410	SILMD 202 INV# 0712639-4
02/01/2016	791209	NorthWestern Energy	\$18.24	8100-31830-403410	SILMD 203 ACCT# 0712640-2
02/01/2016	791209	NorthWestern Energy	\$405.05	8100-31830-403410	SILMD 204 ACCT# 0712641-0
02/01/2016	791209	NorthWestern Energy	\$34.28	8100-31830-403410	SILMD 205 ACCT# 0712642-8
02/01/2016	791209	NorthWestern Energy	\$323.64	8100-31830-403410	SILMD 206 ACCT# 0712643-6
02/01/2016	791209	NorthWestern Energy	\$369.88	8100-31830-403410	SILMD 207 ACCT# 0712644-4
02/01/2016	791209	NorthWestern Energy	\$273.70	8100-31830-403410	SILMD 208 ACCT# 0712645-1
02/01/2016	791209	NorthWestern Energy	\$531.71	8100-31830-403410	SILMD 209 ACCT# 0712646-9
02/01/2016	791209	NorthWestern Energy	\$82.03	8100-31830-403410	SILMD 210 ACCT# 0712647-7
02/01/2016	791209	NorthWestern Energy	\$45.58	8100-31830-403410	SILMD 211 ACCT# 0712648-5
02/01/2016	791209	NorthWestern Energy	\$45.58	8100-31830-403410	SILMD 212 ACCT# 0712649-3
02/01/2016	791209	NorthWestern Energy	\$27.35	8100-31830-403410	SILMD 213 ACCT# 0712650-1
02/01/2016	791209	NorthWestern Energy	\$465.29	8100-31830-403410	SILMD 214 ACCT# 0712651-9
02/01/2016	791209	NorthWestern Energy	\$138.71	8100-31830-403410	SILMD 216 ACCT# 0712652-7
02/01/2016	791209	NorthWestern Energy	\$379.95	8100-31830-403410	SILMD 217 ACCT# 0712653-5
02/01/2016	791209	NorthWestern Energy	\$216.12	8100-31830-403410	SILMD 220 ACCT# 0712654-3
02/01/2016	791209	NorthWestern Energy	\$8.57	8100-31830-403410	SILMD 221 ACCT# 0712655-0
02/01/2016	791209	NorthWestern Energy	\$72.09	8100-31830-403410	SILMD 222 ACCT# 0712656-8

Check Date	Check	Name	Amount	Account	Item Description
02/01/2016	791209	NorthWestern Energy	\$109.38	8100-31830-403410	SILMD 223 ACCT# 0712657-6
02/01/2016	791209	NorthWestern Energy	\$1,801.81	8100-31830-403410	SILMD 224 ACCT# 0712658-4
02/01/2016	791209	NorthWestern Energy	\$391.55	8100-31830-403410	SILMD 225 ACCT# 0712659-2
02/01/2016	791209	NorthWestern Energy	\$293.58	8100-31830-403410	SILMD 226 ACCT# 0712660-0
02/01/2016	791209	NorthWestern Energy	\$593.94	8100-31830-403410	SILMD 227 ACCT# 0712661-8
02/01/2016	791209	NorthWestern Energy	\$783.52	8100-31830-403410	SILMD 228 ACCT# 0712662-6
02/01/2016	791209	NorthWestern Energy	\$405.26	8100-31830-403410	SILMD 229 ACCT# 0712663-4
02/01/2016	791209	NorthWestern Energy	\$945.63	8100-31830-403410	SILMD 230 ACCT# 0712664-2
02/01/2016	791209	NorthWestern Energy	\$567.37	8100-31830-403410	SILMD 231 ACCT# 0712665-9
02/01/2016	791209	NorthWestern Energy	\$2,458.59	8100-31830-403410	SILMD 232 ACCT# 0712666-7
02/01/2016	791209	NorthWestern Energy	\$797.24	8100-31830-403410	SILMD 233 ACCT# 0712667-5
02/01/2016	791209	NorthWestern Energy	\$470.33	8100-31830-403410	SILMD 234 ACCT# 0712668-3
02/01/2016	791209	NorthWestern Energy	\$502.31	8100-31830-403410	SILMD 235 ACCT# 0712669-1
02/01/2016	791209	NorthWestern Energy	\$159.77	8100-31830-403410	SILMD 236 ACCT# 0712670-9
02/01/2016	791209	NorthWestern Energy	\$393.00	8100-31830-403410	SILMD 237 ACCT# 0712671-7
02/01/2016	791209	NorthWestern Energy	\$14.63	8100-31830-403410	SILMD 238 ACCT# 0712672-5
02/01/2016	791209	NorthWestern Energy	\$92.48	8100-31830-403410	SILMD 239 ACCT# 0712673-3
02/01/2016	791209	NorthWestern Energy	\$383.44	8100-31830-403410	SILMD 240 ACCT# 0712674-1
02/01/2016	791209	NorthWestern Energy	\$608.47	8100-31830-403410	SILMD 241 ACCT# 0712675-8
02/01/2016	791209	NorthWestern Energy	\$81.06	8100-31830-403410	SILMD 242 ACCT# 0712676-6
02/01/2016	791209	NorthWestern Energy	\$108.08	8100-31830-403410	SILMD 244 ACCT# 0712677-4
02/01/2016	791209	NorthWestern Energy	\$84.82	8100-31830-403410	SILMD 245 ACCT# 0712678-2
02/01/2016	791209	NorthWestern Energy	\$324.20	8100-31830-403410	SILMD 246 ACCT# 0712679-0
02/01/2016	791209	NorthWestern Energy	\$1,141.24	8100-31830-403410	SILMD 247 ACCT# 0712680-8
02/01/2016	791209	NorthWestern Energy	\$2,417.37	8100-31830-403410	SILMD 248 ACCT# 0712681-6
02/01/2016	791209	NorthWestern Energy	\$2,674.75	8100-31830-403410	SILMD 249 ACCT# 0718734-7
02/01/2016	791209	NorthWestern Energy	\$219.40	8100-31830-403410	SILMD 250 ACCT# 0719001-0
02/01/2016	791209	NorthWestern Energy	\$3,843.15	8100-31830-403410	SILMD 251 ACCT# 0718801-4
02/01/2016	791209	NorthWestern Energy	\$540.35	8100-31830-403410	SILMD 252 ACCT# 0719162-0
02/01/2016	791209	NorthWestern Energy	\$1,898.01	8100-31830-403410	SILMD 253 ACCT# 0719644-7
02/01/2016	791209	NorthWestern Energy	\$144.18	8100-31830-403410	SILMD 254 ACCT# 0719763-5
02/01/2016	791209	NorthWestern Energy	\$164.45	8100-31830-403410	SILMD 255 ACCT# 0720813-5
02/01/2016	791209	NorthWestern Energy	\$841.39	8100-31830-403410	SILMD 257 ACCT# 0720360-7
02/01/2016	791209	NorthWestern Energy	\$2,554.63	8100-31830-403410	SILMD 258 ACCT# 0720606-3
02/01/2016	791209	NorthWestern Energy	\$32.70	8100-31830-403410	SILMD 259 ACCT# 1301786-8
02/01/2016	791209	NorthWestern Energy	\$1,355.83	8100-31830-403410	SILMD 259 ACCT# 0720810-1
02/01/2016	791209	NorthWestern Energy	\$486.31	8100-31830-403410	SILMD 261 ACCT# 0720705-3
02/01/2016	791209	NorthWestern Energy	\$3,070.27	8100-31830-403410	SILMD 262 ACCT# 0720937-2
02/01/2016	791209	NorthWestern Energy	\$948.12	8100-31830-403410	SILMD 263 ACCT# 0720716-0
02/01/2016	791209	NorthWestern Energy	\$157.28	8100-31830-403410	SILMD 264 ACCT# 0721427-3

Check Date	Check	Name	Amount	Account	Item Description
02/01/2016	791209	NorthWestern Energy	\$341.24	8100-31830-403410	SILMD 265 ACCT# 0721556-9
02/01/2016	791209	NorthWestern Energy	\$63.98	8100-31830-403410	SILMD 266 ACCT# 0721684-9
02/01/2016	791209	NorthWestern Energy	\$74.56	8100-31830-403410	SILMD 269 ACCT# 0833098-7
02/01/2016	791209	NorthWestern Energy	\$419.48	8100-31830-403410	SILMD 270 ACCT# 0906944-4
02/01/2016	791209	NorthWestern Energy	\$979.00	8100-31830-403410	SILMD 271 ACCT# 0995095-7
02/01/2016	791209	NorthWestern Energy	\$2,741.12	8100-31830-403410	SILMD 272 ACCT# 0905005-5
02/01/2016	791209	NorthWestern Energy	\$196.71	8100-31830-403410	SILMD 273 ACCT# 0926386-4
02/01/2016	791209	NorthWestern Energy	\$63.91	8100-31830-403410	SILMD 274 ACCT# 0907926-0
02/01/2016	791209	NorthWestern Energy	\$461.02	8100-31830-403410	SILMD 276 ACCT# 0961926-3
02/01/2016	791209	NorthWestern Energy	\$804.55	8100-31830-403410	SILMD 277 ACCT# 1058710-3
02/01/2016	791209	NorthWestern Energy	\$202.38	8100-31830-403410	SILMD 278 ACCT# 1087619-1
02/01/2016	791209	NorthWestern Energy	\$60.15	8100-31830-403410	SILMD 279 ACCT# 1124127-0
02/01/2016	791209	NorthWestern Energy	\$700.74	8100-31830-403410	SILMD 280 ACCT# 1045653-1
02/01/2016	791209	NorthWestern Energy	\$63.91	8100-31830-403410	SILMD 281 ACCT# 1079722-3
02/01/2016	791209	NorthWestern Energy	\$362.90	8100-31830-403410	SILMD 283 ACCT# 1172743-5
02/01/2016	791209	NorthWestern Energy	\$331.59	8100-31830-403410	SILMD 285 ACCT# 1206985-2
02/01/2016	791209	NorthWestern Energy	\$231.81	8100-31830-403410	SILMD 286 ACCT# 1296582-8
02/01/2016	791209	NorthWestern Energy	\$152.31	8100-31830-403410	SILMD 287 ACCT# 1246537-3
02/01/2016	791209	NorthWestern Energy	\$1,740.79	8100-31830-403410	SILMD 288 ACCT# 1303978-9
02/01/2016	791209	NorthWestern Energy	\$213.60	8100-31830-403410	SILMD 289 ACCT# 1685375-6
02/01/2016	791209	NorthWestern Energy	\$184.47	8100-31830-403410	SILMD 290 ACCT# 1433921-2
02/01/2016	791209	NorthWestern Energy	\$594.40	8100-31830-403410	SILMD 292 ACCT# 1481532-8
02/01/2016	791209	NorthWestern Energy	\$231.18	8100-31830-403410	SILMD 293 ACCT# 1481534-4
02/01/2016	791209	NorthWestern Energy	\$462.35	8100-31830-403410	SILMD 294 ACCT# 1481535-1
02/01/2016	791209	NorthWestern Energy	\$108.08	8100-31830-403410	SILMD 295 ACCT# 1481536-9
02/01/2016	791209	NorthWestern Energy	\$1,225.24	8100-31830-403410	SILMD 296 ACCT# 1481537-7
02/01/2016	791209	NorthWestern Energy	\$208.06	8100-31830-403410	SILMD 297 ACCT# 1481539-3
02/01/2016	791209	NorthWestern Energy	\$184.95	8100-31830-403410	SILMD 298 ACCT# 1481540-1
02/01/2016	791209	NorthWestern Energy	\$392.96	8100-31830-403410	SILMD 300 ACCT# 1662840-6
02/01/2016	791209	NorthWestern Energy	\$1,745.12	8100-31830-403410	SILMD 301 ACCT# 1687005-7
02/01/2016	791209	NorthWestern Energy	\$365.66	8100-31830-403410	SILMD 302 ACCT# 1607534-3
02/01/2016	791209	NorthWestern Energy	\$1,166.82	8100-31830-403410	SILMD 305 ACCT# 1695873-8
02/01/2016	791209	NorthWestern Energy	\$325.57	8100-31830-403410	SILMD 306 ACCT# 1740353-6
02/01/2016	791209	NorthWestern Energy	\$3,661.55	8100-31830-403410	SILMD 307 ACCT# 2049005-8
02/01/2016	791209	NorthWestern Energy	\$257.84	8100-31830-403410	SILMD 308 ACCT# 2072459-7
02/01/2016	791209	NorthWestern Energy	\$457.24	8100-31830-403410	SILMD 309 ACCT# 2001311-6
02/01/2016	791209	NorthWestern Energy	\$402.46	8100-31830-403410	SILMD 310 ACCT# 2060519-2
02/01/2016	791209	NorthWestern Energy	\$359.17	8100-31830-403410	SILMD 311 ACCT# 3014475-2
02/01/2016	791209	NorthWestern Energy	\$351.99	8100-31830-403410	SILMD 312 ACCT# 3146127-0
02/01/2016	791209	NorthWestern Energy	\$105.64	8100-31830-403410	SILMD 317 Acct# 3253826-6

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02/01/2016	791209	NorthWestern Energy	\$52.75	8100-31830-403410	SILMD 320 Acct# 0712569-3
02/01/2016	791210	NorthWestern Energy	\$6,432.73	6500-15670-403410	0100507-3
02/01/2016	791210	NorthWestern Energy	\$692.06	5210-15950-403410	0720829-1
02/01/2016	791210	NorthWestern Energy	\$3,494.80	5210-15920-403410	0720834-1
02/01/2016	791210	NorthWestern Energy	\$35.12	0100-51120-403410	0722257-3
02/01/2016	791210	NorthWestern Energy	\$22.10	0100-51120-403410	0722266-4
02/01/2016	791210	NorthWestern Energy	\$9.33	0100-51120-403410	0723090-7
02/01/2016	791210	NorthWestern Energy	\$174.08	8720-51980-403410	1059093-3
02/01/2016	791210	NorthWestern Energy	\$1,404.25	5210-15910-403410	1594282-4
02/01/2016	791210	NorthWestern Energy	\$434.09	5710-71480-403410	1784756-7
02/01/2016	791210	NorthWestern Energy	\$339.63	1500-21150-403410	1984150-1
02/01/2016	791210	NorthWestern Energy	\$374.61	1500-21150-403410	1984155-0
02/01/2016	791210	NorthWestern Energy	\$2,521.38	5210-15940-403410	3067416-2
02/01/2016	791210	NorthWestern Energy	\$1,944.37	2090-44510-403963	1569636-2
02/01/2016	791210	NorthWestern Energy	\$0.00	0100-51120-403410	0722260-7
02/01/2016	791210	NorthWestern Energy	\$0.00	0100-51120-403410	0722261-5
02/01/2016	791210	NorthWestern Energy	\$0.00	0100-51120-403410	0722262-3
02/01/2016	791210	NorthWestern Energy	\$0.00	0100-51120-403410	0722265-6
02/01/2016	791210	NorthWestern Energy	\$0.00	0100-51120-403410	0722268-0
02/01/2016	791210	NorthWestern Energy	\$0.00	0100-51120-403410	0723027-9
02/01/2016	791210	NorthWestern Energy	\$0.00	0100-51120-403410	0723038-6
02/01/2016	791210	NorthWestern Energy	\$0.00	0100-51120-403410	0723044-4
02/01/2016	791210	NorthWestern Energy	\$0.00	0100-51120-403410	0723051-9
02/01/2016	791210	NorthWestern Energy	\$0.00	0100-51120-403410	0723052-7
02/01/2016	791210	NorthWestern Energy	\$0.00	0100-51120-403410	0723170-7
02/01/2016	791210	NorthWestern Energy	\$2,608.71	1500-22210-403410	FIRE1: MONTHLY ELECTRIC SERVICE - ACCT #0100476-1
02/01/2016	791210	NorthWestern Energy	\$674.49	5020-74000-403410	airport road waldo
02/01/2016	791210	NorthWestern Energy	\$60.92	5610-71130-403410	0719616-5. ARFF Facility Lights. January 2016
02/01/2016	791210	NorthWestern Energy	\$334.72	5610-71170-403410	0712792-1. IP-7. January 2016
02/01/2016	791210	NorthWestern Energy	\$16.83	5610-71170-403410	0712799-6. IP-8. January 206
02/01/2016	791210	NorthWestern Energy	\$1,171.55	5610-71170-403410	0712800-2. IP-9. January 2016
02/01/2016	791210	NorthWestern Energy	\$430.14	5610-71170-403410	0712809-3. IP-11. January 2016
02/01/2016	791210	NorthWestern Energy	\$199.44	5610-71170-403410	0712817-6. IP-House. January 2016
02/01/2016	791210	NorthWestern Energy	\$60,052.81	5120-84000-403410	725 us hwy 87 e
02/01/2016	791210	NorthWestern Energy	\$2,486.86	5020-73140-403410	2251 belknap
02/01/2016	791210	NorthWestern Energy	\$13,263.23	5020-74000-403410	2251 belknap
02/01/2016	791210	NorthWestern Energy	\$49,737.12	5020-74000-403410	2251 belknap
02/01/2016	791210	NorthWestern Energy	\$828.95	5120-83140-403410	2251 belknap
02/01/2016	791210	NorthWestern Energy	\$300.67	6600-31100-403410	Electricity
02/01/2016	791210	NorthWestern Energy	\$451.00	6700-31410-403410	Electricity

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02/01/2016	791210	NorthWestern Energy	\$1,351.52	0100-51270-403410	Monthly electrical charges.
02/01/2016	791210	NorthWestern Energy	\$2,060.79	5020-74000-403410	1699 high sierra blvd
02/01/2016	791210	NorthWestern Energy	\$498.16	1500-22210-403410	0712537-0
02/01/2016	791210	NorthWestern Energy	\$96.73	0100-51220-403410	0712683-2
02/01/2016	791210	NorthWestern Energy	\$24.61	5710-71480-403410	0712764-0
02/01/2016	791210	NorthWestern Energy	\$409.54	1500-22210-403410	0720840-8
02/01/2016	791210	NorthWestern Energy	\$226.78	5020-74000-403410	0722252-4
02/01/2016	791210	NorthWestern Energy	\$7.52	0100-51120-403410	0831702-6
02/01/2016	791210	NorthWestern Energy	\$38.95	6200-19110-405370	1145 Pole Attachment Rental 1/1/2016 - 12/31/2016
02/01/2016	791215	Petty Cash CCSIU	\$3,413.46	7180-21600-407910	Reimbursement of PE/PI money. Receipts on file at the BPD.
02/01/2016	791217	Premier Vehicle Installation	\$3,307.90	1500-21120-402320	Invoice 19829 - Vehicle parts
02/01/2016	791220	Qwest Communications	\$47.98	5210-15920-403450	Qwest 406-252-2041 Park 2 Elevator Phone
02/01/2016	791220	Qwest Communications	\$51.61	6010-15500-403450	Qwest 406-256-5047 Motor Pool
02/01/2016	791220	Qwest Communications	\$47.98	0100-51400-403450	Qwest 406-652-0269 Cemetery FAX Line
02/01/2016	791220	Qwest Communications	\$50.01	0100-51120-403450	Qwest 406-652-5507 Parks
02/01/2016	791220	Qwest Communications	\$34.30	2110-31320-403450	Qwest 406-652-8104 PW Traffic Signal 24 Central
02/01/2016	791220	Qwest Communications	\$36.63	0100-51210-403450	Qwest 406-652-8403 Stewart Park Batting Cages
02/01/2016	791220	Qwest Communications	\$33.36	0100-51120-403450	Qwest 406-657-3014 Parks 3890 Stillwater
02/01/2016	791220	Qwest Communications	\$2,694.31	6060-19310-403450	Qwest 406-657-8377 Main System Centrex
02/01/2016	791220	Qwest Communications	\$54.68	5610-71150-403450	Qwest 406-252-0721 Airport 1FB Line
02/01/2016	791220	Qwest Communications	\$112.27	6060-19310-403450	Qwest 406-657-3009 PUD Measured Lines 406-657-3009 406-247-8579
02/01/2016	791220	Qwest Communications	\$40.36	5210-15920-403450	Qwest 406-657-3054 Park 1 Elevator Phone
02/01/2016	791220	Qwest Communications	\$71.91	6060-19310-403450	Qwest BOC Measured Lines 406-252-3774 406-252-3789
02/01/2016	791225	Safety Vision Lp	\$389.00	5410-31220-402320	566445
02/01/2016	791225	Safety Vision Lp	\$119.96	5410-31220-402320	566445
02/01/2016	791225	Safety Vision Lp	\$1,304.75	5410-31220-402320	566453
02/01/2016	791225	Safety Vision Lp	\$26.55	5410-31220-402320	566453
02/01/2016	791225	Safety Vision Lp	\$667.75	5410-31220-402320	566549
02/01/2016	791225	Safety Vision Lp	\$62.86	5410-31220-402320	566549
02/01/2016	791225	Safety Vision Lp	\$788.00	5410-31220-402320	566958
02/01/2016	791225	Safety Vision Lp	\$25.68	5410-31220-402320	566958
02/01/2016	791226	Sanderson Stewart	\$12,531.75	2050-31310-409310	WO 15-08 Exposition Gateway CO#1 06/08/2015; Cancel Remaining (8,462.67) 1/26/2016
02/01/2016	791243	Town & Country Supply Association	\$9,273.87	6010-00000-141000	218145 PO NUM 299741
02/01/2016	791243	Town & Country Supply Association	\$156.12	1500-22260-402310	217365: DIESEL #2 DYED (90 GALLONS @ 4.9140/GALLON) AND DIESEL #1 DYED (60 GALLONS @ \$1.2310/GALLON)
02/01/2016	791243	Town & Country Supply Association	\$104.08	1500-22260-402310	217366: FIRE 3 BLENDED DIESEL DELIVERED (#2 DIESEL 60 GALLONS @ \$.9140 PLUS 40 GALLONS #1 @ \$1.2310)

Check Date	Check	Name	Amount	Account	Item Description
02/01/2016	791243	Town & Country Supply Association	\$491.37	1500-22260-402310	217367: FIRE 1 - UNLEADED DELIVERED 1/25/2016
02/01/2016	791243	Town & Country Supply Association	\$104.08	1500-22260-402310	217367: DIESEL - 60 GALLONS #2 @ \$.9140 AND 40 GALLONS #1 @ \$1.2310) DELIVERED 1/25/2016
02/01/2016	791243	Town & Country Supply Association	\$135.30	1500-22260-402310	217368: FIRE 6 - 78 GALLONS #2 @ \$.9140/GALLON AND 52 GALLONS #1 @ \$1.2310
02/01/2016	791244	Tractor & Equipment Co.	\$120.00	5410-31230-402320	Parts for Landfill unit 0243
02/01/2016	791244	Tractor & Equipment Co.	\$1,070.76	5410-31230-402320	Parts for unit 0253 at the Landfill
02/01/2016	791244	Tractor & Equipment Co.	\$1,263.48	5410-31230-402320	Parts for unit 0251 at the Landfill
02/01/2016	791244	Tractor & Equipment Co.	\$698.14	5410-31230-402320	BLW00163713
02/01/2016	791244	Tractor & Equipment Co.	\$2,960.23	5410-31230-402320	BLW00163723
02/01/2016	791244	Tractor & Equipment Co.	\$8,394.50	5410-31230-402320	BLW00163723
02/01/2016	791244	Tractor & Equipment Co.	\$1,224.39	5410-31230-402320	BLW00163765
02/01/2016	791248	Valmont Industries Inc	\$5,060.00	2110-00000-141318	STREET LIGHTS PO NUM 299727
02/01/2016	791249	Verizon Wireless	\$200.07	1500-21700-403450	Animal Shelter MDT
02/01/2016	791249	Verizon Wireless	\$791.51	7170-21660-403450	CCSIU Cell/PTT
02/01/2016	791249	Verizon Wireless	\$40.01	7170-21660-403450	CCSIU Air Card
02/01/2016	791249	Verizon Wireless	\$80.02	7170-21660-403450	CCSIU RAVEN
02/01/2016	791249	Verizon Wireless	-\$34.83	0100-13130-403450	City Administration 406-839-4295 Bruce McCandless iPad
02/01/2016	791249	Verizon Wireless	\$80.02	0100-43210-403450	Code Enforcement Air Cards
02/01/2016	791249	Verizon Wireless	\$40.01	1500-22210-403450	Fire MiFi 406-839-3253
02/01/2016	791249	Verizon Wireless	\$40.01	2200-22330-402410	Fire HAZMAT MDT 406-670-1284
02/01/2016	791249	Verizon Wireless	\$840.35	1500-22210-403450	Fire MDT
02/01/2016	791249	Verizon Wireless	\$40.03	6200-19110-403450	ITD
02/01/2016	791249	Verizon Wireless	\$80.02	2600-55170-403450	Library Outreach Air Cards
02/01/2016	791249	Verizon Wireless	\$4,150.71	1500-21110-403450	Police MDT Toughbooks
02/01/2016	791249	Verizon Wireless	\$470.28	5710-71470-403160	MET Transit Tablets
02/01/2016	791249	Verizon Wireless	\$40.01	1500-21110-403450	Police ICAC 406-690-7347
02/01/2016	791249	Verizon Wireless	\$40.01	1500-21110-403450	Police MiFi 406-633-0820
02/01/2016	791249	Verizon Wireless	\$40.01	1500-21110-403450	Police US Marshall Toughbooks
02/01/2016	791249	Verizon Wireless	\$40.01	0100-51120-403450	PRPL-PARKS PMD Air Card 406-794-6977
02/01/2016	791249	Verizon Wireless	\$240.06	2090-44510-403450	PW-Building Air Cards
02/01/2016	791249	Verizon Wireless	\$599.19	5020-75000-403450	PW-Distribution Collection Tablets
02/01/2016	791249	Verizon Wireless	\$399.46	5120-85000-403450	PW-Distribution Collection Tablets
02/01/2016	791249	Verizon Wireless	\$140.06	6700-31410-403450	PW Engineering
02/01/2016	791249	Verizon Wireless	\$70.03	2110-31320-403450	PW-Streets 406-697-0361 iPad 406-633-1991 iPad
02/01/2016	791249	Verizon Wireless	\$18.02	5020-75000-403450	PWBELKNAP-AIR
02/01/2016	791249	Verizon Wireless	\$12.00	5120-85000-403450	PWBELKNAP-AIR

Check Date	Check	Name	Amount	Account	Item Description
02/01/2016	791249	Verizon Wireless	\$90.34	2110-31320-403450	Meter Reader Account Streets School Flasher Program
02/01/2016	791249	Verizon Wireless	\$182.20	5020-73120-403450	Meter Reader Account Streets School Flasher Program
02/01/2016	791249	Verizon Wireless	\$120.03	7170-21660-403450	CCSIU MDT
02/01/2016	791249	Verizon Wireless	\$192.04	5020-75000-403450	PW-DIS-COLL CITYWORKS
02/01/2016	791249	Verizon Wireless	\$128.04	5120-85000-403450	PW-DIS-COLL CITYWORKS
02/01/2016	791249	Verizon Wireless	\$80.02	1500-21110-403450	POLICE IPAD ST JOHN 406-690-5955 POLICE IPAD HAFNER 406-690-2161
02/01/2016	791249	Verizon Wireless	\$240.06	2110-31320-403450	PW-STREETS CITY WORKS
02/01/2016	791249	Verizon Wireless	\$40.01	5210-15210-403450	PARKING 406-690-5822
02/01/2016	791249	Verizon Wireless	\$280.07	5020-73120-403450	PWBLNP COMM-METER CityWorks/Neptune
02/01/2016	791249	Verizon Wireless	\$49.06	2200-22330-402410	Fire HAZMAT Laptop 406-591-5883
02/01/2016	791250	Verizon Wireless	\$539.85	5610-71100-403450	Airport
02/01/2016	791250	Verizon Wireless	\$547.78	1500-21700-403450	Animal Shelter
02/01/2016	791250	Verizon Wireless	\$186.88	7170-21660-403450	CCSIU
02/01/2016	791250	Verizon Wireless	\$118.57	0100-16110-403450	Legal
02/01/2016	791250	Verizon Wireless	\$53.07	1500-22250-403450	Comm Center 911
02/01/2016	791250	Verizon Wireless	\$67.23	6500-15650-403450	Facilites BOC Plus 70% of 406-672-3027
02/01/2016	791250	Verizon Wireless	\$89.91	6500-15670-403450	Facilities City Hall Plus 30% of 406-672-3027
02/01/2016	791250	Verizon Wireless	\$79.31	0100-15120-403450	Finance Pat Weber
02/01/2016	791250	Verizon Wireless	\$858.88	1500-22210-403450	Fire Department
02/01/2016	791250	Verizon Wireless	\$87.35	0100-17500-403450	Human Resources
02/01/2016	791250	Verizon Wireless	\$13.23	6200-19110-403450	ITD
02/01/2016	791250	Verizon Wireless	\$13.69	2600-55170-403450	Library Outreach
02/01/2016	791250	Verizon Wireless	\$416.21	2600-55120-403450	Library
02/01/2016	791250	Verizon Wireless	\$42.97	0100-11000-403450	Mayor
02/01/2016	791250	Verizon Wireless	\$51.11	6010-15500-403450	Motor Pool
02/01/2016	791250	Verizon Wireless	\$193.39	0100-12200-403450	Drug Court
02/01/2016	791250	Verizon Wireless	\$87.73	0100-12120-403450	Municipal Court Judge
02/01/2016	791250	Verizon Wireless	\$13.23	2400-43010-403450	Planning
02/01/2016	791250	Verizon Wireless	\$3,752.14	1500-21110-403450	Police
02/01/2016	791250	Verizon Wireless	\$126.91	2510-21870-403450	Police Forensic 406-794-6880 406-698-7323
02/01/2016	791250	Verizon Wireless	\$499.04	1500-21110-403450	Police Resource Officers
02/01/2016	791250	Verizon Wireless	\$28.31	2490-21960-403450	Police DV 406-698-1391
02/01/2016	791250	Verizon Wireless	\$110.69	5210-15210-403450	Parking
02/01/2016	791250	Verizon Wireless	\$164.01	0100-51100-403450	PRPL Admin
02/01/2016	791250	Verizon Wireless	\$425.04	0100-51210-403450	PRPL Recreation
02/01/2016	791250	Verizon Wireless	\$74.40	0100-51400-403450	Cemetery
02/01/2016	791250	Verizon Wireless	\$44.10	0100-51120-403450	Parks PMD

Check Date	Check	Name	Amount	Account	Item Description
02/01/2016	791250	Verizon Wireless	\$974.98	0100-51120-403450	Parks
02/01/2016	791250	Verizon Wireless	\$221.28	0100-51120-403450	Parks Irrigation
02/01/2016	791250	Verizon Wireless	\$61.89	6600-31100-403450	Public Works Admin
02/01/2016	791250	Verizon Wireless	\$233.75	2090-44510-403450	Building
02/01/2016	791250	Verizon Wireless	\$226.79	6700-31410-403450	Engineering
02/01/2016	791250	Verizon Wireless	\$113.11	5410-31210-403450	Solid Waste
02/01/2016	791250	Verizon Wireless	\$342.22	2110-31320-403450	Streets
02/01/2016	791250	Verizon Wireless	\$379.28	5410-31230-403450	Solid Waste On Call
02/01/2016	791250	Verizon Wireless	\$470.46	5020-75000-403450	Distribution & Collection
02/01/2016	791250	Verizon Wireless	\$313.64	5120-85000-403450	Distribution & Collection
02/01/2016	791250	Verizon Wireless	\$799.18	5020-74000-403450	Water Treatment PWBelknap-WT
02/01/2016	791250	Verizon Wireless	\$443.58	5020-73120-403450	PWBLKNP MTRSHOP
02/01/2016	791250	Verizon Wireless	\$70.03	5020-73110-403450	Belknap Office
02/01/2016	791250	Verizon Wireless	\$46.70	5120-83110-403450	Belknap Office
02/01/2016	791250	Verizon Wireless	\$58.36	5020-73140-403450	PWBLKNP STORES
02/01/2016	791250	Verizon Wireless	\$19.46	5120-83140-403450	PWBLKNP STORES
02/01/2016	791250	Verizon Wireless	\$897.16	5120-84000-403450	Wastewater Treatment Plant
02/01/2016	791250	Verizon Wireless	\$89.96	6060-19310-402122	TeleComm Manager
02/01/2016	791250	Verizon Wireless	\$23.13	6060-19310-403450	TeleComm Manager
02/01/2016	791250	Verizon Wireless	\$92.91	5710-71420-403160	On Call MET
02/01/2016	791250	Verizon Wireless	\$13.52	5710-71410-403450	MET Transit
02/01/2016	791250	Verizon Wireless	\$97.11	0100-43210-403450	Code Enforcement
02/01/2016	791250	Verizon Wireless	\$445.29	0100-51120-403450	Parks Seasonal
02/01/2016	791250	Verizon Wireless	\$207.85	5020-74000-403450	PWVLKNP ELECTRICIANS
02/01/2016	791250	Verizon Wireless	\$207.85	5120-84300-403450	PWVLKNP ELECTRICIANS
02/01/2016	791250	Verizon Wireless	\$52.04	5020-77000-403450	PWBLNP-ENVIRONMENTAL 406-698-1590 406-850-1016
02/01/2016	791250	Verizon Wireless	\$52.05	5120-87000-403450	PWBLNP-ENVIRONMENTAL 406-698-1590 406-850-1016
02/01/2016	791252	Vermont Systems Inc	\$3,208.00	0100-51210-403665	Application software for RecTrac.
02/01/2016	791253	Western Municipal Construction Inc	\$72,081.11	5030-74910-409390	WO 14-09 Briarwood Reservoir Expansion; CO #1 06/30/15
02/01/2016	791254	Western Systems Inc	\$4,972.50	2110-31320-402430	Rapid flash beacon assy per attached
02/01/2016	791254	Western Systems Inc	-\$160.75	2110-31320-402430	credit on freight
02/01/2016	791260	Yellowstone Valley Animal Shelter	\$22,146.92	1500-21700-403990	contract 12-22-15\1-21-16

Regular City Council Meeting

Meeting Date: 03/14/2016

TITLE: Payment of Claims February 8, 2016

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,925,338.40 have been audited and are presented for City Council payment approval. A complete listing of the claims dated February 8, 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

CouncilMemo_2.8.2016

Check Date	Check	Name	Amount	Account	Item Description
02/08/2016	791262	A & I Distributors	\$513.67	6010-00000-141000	2746152 PO NUM 299555
02/08/2016	791262	A & I Distributors	\$2,706.59	6010-00000-141000	2746152 PO NUM 299555
02/08/2016	791262	A & I Distributors	\$129.15	6010-00000-141000	2746152 PO NUM 299555
02/08/2016	791262	A & I Distributors	\$39.79	1500-21120-402320	2746152
02/08/2016	791262	A & I Distributors	\$40.35	2110-31320-402320	2746152
02/08/2016	791262	A & I Distributors	\$39.79	5410-31220-402320	2746152
02/08/2016	791262	A & I Distributors	\$90.00	5410-31220-402290	Handles for the barrels of Blue DEF for the garbage trucks
02/08/2016	791262	A & I Distributors	\$656.70	5410-31220-402310	Blue DEF for the garbage trucks
02/08/2016	791262	A & I Distributors	\$4,434.34	5710-00000-141714	BUS MET PO NUM 299555
02/08/2016	791262	A & I Distributors	\$2,463.32	6010-00000-141000	2755393 PO NUM 299555
02/08/2016	791262	A & I Distributors	\$113.55	6010-00000-141000	2755393 PO NUM 299555
02/08/2016	791262	A & I Distributors	\$39.79	1500-21120-402320	2755393
02/08/2016	791262	A & I Distributors	\$39.79	2110-31320-402320	2755393
02/08/2016	791262	A & I Distributors	\$40.34	5410-31220-402320	2755393
02/08/2016	791262	A & I Distributors	\$218.90	5410-31230-402310	Oil for the Landfill Equipment
02/08/2016	791262	A & I Distributors	\$3,774.67	6010-00000-141000	2749813 PO Num 299555
02/08/2016	791283	Brenntag Pacific Inc	\$5,947.81	2110-31320-404720	hicothaw liquid for melting snow on streets
02/08/2016	791283	Brenntag Pacific Inc	\$5,994.19	2110-31320-404720	hicothaw liquid for melting snow on streets
02/08/2016	791301	Dxp/Strategic Supply Inc	\$50.05	1500-22290-402290	805310-01 PRIMARY/SECONDARY SEAT KIT
02/08/2016	791301	Dxp/Strategic Supply Inc	\$173.25	1500-22290-402290	200083-1 DIAPHRAGM & VALVE ASSY, EZ FLO
02/08/2016	791301	Dxp/Strategic Supply Inc	\$254.10	1500-22290-402290	804110-03 COVER ASSY, REG MANUAL SHUT OFF
02/08/2016	791301	Dxp/Strategic Supply Inc	\$251.79	1500-22290-402290	802865-01 ALARM ASSEMBLY
02/08/2016	791301	Dxp/Strategic Supply Inc	\$3.85	1500-22290-402290	10006455 PACKING, PREFORMED
02/08/2016	791301	Dxp/Strategic Supply Inc	\$40.64	1500-22290-402290	31002637 GRILL, AMP, AV 3000 HT RIGHT
02/08/2016	791301	Dxp/Strategic Supply Inc	\$11.55	1500-22290-402290	10006455 PACKING, PREFORMED
02/08/2016	791301	Dxp/Strategic Supply Inc	\$177.87	1500-22290-402290	200149-01 BATTERY HOLDER ASSEMBLY
02/08/2016	791301	Dxp/Strategic Supply Inc	\$34.65	1500-22290-402290	802210-01 PISTON ASSY, DEMAND VALVE
02/08/2016	791301	Dxp/Strategic Supply Inc	\$129.36	1500-22290-402290	10008734 BODY, VALVE & HOSE KB
02/08/2016	791301	Dxp/Strategic Supply Inc	\$3.85	1500-22290-402290	10006455 PACKING, PREFORMED
02/08/2016	791301	Dxp/Strategic Supply Inc	\$18.48	1500-22290-402290	10010667 O-RING (EZ FLO/PURGE BODY)
02/08/2016	791301	Dxp/Strategic Supply Inc	\$9.24	1500-22290-402290	10010666 BEARING (EZ FLO PURGE BODY)
02/08/2016	791301	Dxp/Strategic Supply Inc	\$69.30	1500-22290-402290	803351-01 STEM ASSEMBLY, PURGE BODY
02/08/2016	791301	Dxp/Strategic Supply Inc	\$23.10	1500-22290-402290	18070-00 PACKING, PREFORM .07W X .114 ID
02/08/2016	791301	Dxp/Strategic Supply Inc	\$227.92	1500-22290-402290	805833-01 BATTERY COMPARTMENT ASSY, AIR-PAK
02/08/2016	791301	Dxp/Strategic Supply Inc	\$1,547.08	1500-22290-402290	200071-01 PCB ASSEMBLY, NXG2 SCT CONSOLE
02/08/2016	791301	Dxp/Strategic Supply Inc	\$75.12	1500-22290-402290	31002790 BAND, COMM AV3000 HT, RIGHT
02/08/2016	791301	Dxp/Strategic Supply Inc	\$81.12	1500-22290-402290	31002639 ADAPTER, COMM, AV3000 HT, RIGHT
02/08/2016	791301	Dxp/Strategic Supply Inc	\$43.12	1500-22290-402290	31002920 SCREW, PAN HD 2-56/1 2,SS, BLACK
02/08/2016	791301	Dxp/Strategic Supply Inc	\$2.00	1500-22290-402290	31002868 WASHER, #4 FLAT SS
02/08/2016	791301	Dxp/Strategic Supply Inc	\$12.32	1500-22290-402290	33324-021 SCREW, PAN HEAD, 1.000 X #4

Check Date	Check	Name	Amount	Account	Item Description
02/08/2016	791301	Dxp/Strategic Supply Inc	\$4.62	1500-22290-402290	10007874 PLATE, RETAINER, BODY
02/08/2016	791301	Dxp/Strategic Supply Inc	\$43.12	1500-22290-402290	10008734 BODY, VALVE & HOSE KB
02/08/2016	791301	Dxp/Strategic Supply Inc	\$286.44	1500-22290-402290	200449-01 ASSY, REG HOSE, HUD, QD
02/08/2016	791301	Dxp/Strategic Supply Inc	\$3.85	1500-22290-402290	36684-047 RING-RETAINING EXTERNAL HD
02/08/2016	791301	Dxp/Strategic Supply Inc	\$5.54	1500-22290-402290	10012418 ELECTRONIC ENCLOSURE, GASKET
02/08/2016	791301	Dxp/Strategic Supply Inc	\$173.01	1500-22290-402290	10012416 ELECTRONIC ENCLOSURE
02/08/2016	791301	Dxp/Strategic Supply Inc	\$375.76	1500-22290-402290	200132-02 HOSE ASSY W/SKT QD, NXG2
02/08/2016	791301	Dxp/Strategic Supply Inc	\$0.00	1500-22290-402290	SCOTT AV-3000-HT FACE PIECE W/KEVLAR HEAD
02/08/2016	791301	Dxp/Strategic Supply Inc	\$0.00	1500-22290-402490	SCOTT AV-3000-HT FACE PIECE W/KEVLAR HEAD
02/08/2016	791301	Dxp/Strategic Supply Inc	\$0.00	1500-22310-402260	SCOTT AV-3000-HT FACE PIECE W/KEVLAR HEAD
02/08/2016	791301	Dxp/Strategic Supply Inc	\$0.00	1500-22310-402640	SCOTT AV-3000-HT FACE PIECE W/KEVLAR HEAD
02/08/2016	791301	Dxp/Strategic Supply Inc	\$268.50	1500-22310-402690	SCOTT AV-3000-HT FACE PIECE W/KEVLAR HEAD
02/08/2016	791301	Dxp/Strategic Supply Inc	\$0.00	1500-22310-402925	SCOTT AV-3000-HT FACE PIECE W/KEVLAR HEAD
02/08/2016	791302	Ebms	\$2,515.00	6270-17520-403511	February 2016 Fee Breakdown
02/08/2016	791302	Ebms	\$24,728.90	6270-17520-403512	February 2016 Fee Breakdown
02/08/2016	791302	Ebms	\$47,816.28	6270-17520-403515	February 2016 Fee Breakdown
02/08/2016	791302	Ebms	\$682.50	6270-17520-403517	February 2016 Fee Breakdown
02/08/2016	791302	Ebms	\$3,954.95	6270-17520-405161	February 2016 Fee Breakdown
02/08/2016	791311	F-M Forklift Sales & Service	\$11,696.50	2110-31320-409420	8Klb forklift with power steering brakes,48" forks, diesel, pneumatic tires, back up alarm & strobe light
02/08/2016	791311	F-M Forklift Sales & Service	\$35,089.50	5410-31220-409420	8Klb forklift with power steering brakes,48" forks, diesel, pneumatic tires, back up alarm & strobe light
02/08/2016	791318	First Montana Title Co	\$15,000.00	2770-65810-407277	FTHB Addam Ostlund 3910 2nd Avenue South
02/08/2016	791319	Flathead County Sheriff's Office	\$19,433.00	2520-21490-407860	ICAC officer for October - December, 2015.
02/08/2016	791319	Flathead County Sheriff's Office	\$1,286.72	2510-21870-403560	Overtime.
02/08/2016	791319	Flathead County Sheriff's Office	\$2,562.18	2510-21870-403822	Training.
02/08/2016	791325	Great Falls Police Department	\$506.30	2510-21870-403560	Supplies.
02/08/2016	791325	Great Falls Police Department	\$3,319.65	2520-21490-402120	Miscellaneous OT & Supplies.
02/08/2016	791326	Great West Engineering, Inc	\$15,700.37	5130-85910-409340	WO 16-01 2016 Water/Sewer Replc; Sch 4 South Side Sanitary
02/08/2016	791327	Guardian Security Inc	\$8,074.55	2600-55120-403574	Invoice 8
02/08/2016	791329	Hardy Construction Co.	\$53,519.40	5410-31220-409250	WO 15-38 Solid Waste CNG Short-Term Fueling Station
02/08/2016	791335	Iaff	\$4,429.95	9000-00000-209920	Payroll Summary
02/08/2016	791338	Ingram Library Services Inc.	\$47.20	2600-55190-403226	91268694
02/08/2016	791338	Ingram Library Services Inc.	\$15.92	2600-55190-403226	91268695
02/08/2016	791338	Ingram Library Services Inc.	\$16.49	2600-55190-403227	91268695
02/08/2016	791338	Ingram Library Services Inc.	\$7.64	2600-55190-403255	91268697
02/08/2016	791338	Ingram Library Services Inc.	\$110.83	2600-55190-403226	91316761
02/08/2016	791338	Ingram Library Services Inc.	\$14.16	2600-55190-403226	91316762
02/08/2016	791338	Ingram Library Services Inc.	\$35.37	2600-55190-403333	91316763
02/08/2016	791338	Ingram Library Services Inc.	\$64.58	2600-55190-403226	91316764

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02/08/2016	791338	Ingram Library Services Inc.	\$15.59	2600-55190-403227	91316764
02/08/2016	791338	Ingram Library Services Inc.	\$9.57	2600-55190-403226	91316765
02/08/2016	791338	Ingram Library Services Inc.	\$24.30	2600-55190-403226	91356630
02/08/2016	791338	Ingram Library Services Inc.	\$59.98	2600-55190-403227	91356630
02/08/2016	791338	Ingram Library Services Inc.	\$26.73	2600-55190-403226	91356631
02/08/2016	791338	Ingram Library Services Inc.	\$9.59	2600-55190-403227	91356631
02/08/2016	791338	Ingram Library Services Inc.	\$33.00	2600-55190-403222	91356632
02/08/2016	791338	Ingram Library Services Inc.	\$73.65	2600-55190-403226	91356632
02/08/2016	791338	Ingram Library Services Inc.	\$1,356.60	2600-55190-403227	91356632
02/08/2016	791338	Ingram Library Services Inc.	\$69.58	2600-55190-403241	91356632
02/08/2016	791338	Ingram Library Services Inc.	\$9.57	2600-55190-403241	91356632
02/08/2016	791338	Ingram Library Services Inc.	\$157.66	2600-55190-403333	91356632
02/08/2016	791338	Ingram Library Services Inc.	\$31.41	2600-55190-403382	91356632
02/08/2016	791338	Ingram Library Services Inc.	\$14.39	2600-55190-403227	91356633
02/08/2016	791338	Ingram Library Services Inc.	\$64.27	2600-55190-403227	91385798
02/08/2016	791338	Ingram Library Services Inc.	\$19.22	2600-55190-403222	91399994
02/08/2016	791338	Ingram Library Services Inc.	\$106.68	2600-55190-403226	91399994
02/08/2016	791338	Ingram Library Services Inc.	\$21.81	2600-55190-403241	91399994
02/08/2016	791338	Ingram Library Services Inc.	\$24.78	2600-55190-403242	91399994
02/08/2016	791338	Ingram Library Services Inc.	\$10.20	2600-55190-403226	91399993
02/08/2016	791338	Ingram Library Services Inc.	\$79.91	2600-55190-403222	91399992
02/08/2016	791338	Ingram Library Services Inc.	\$16.51	2600-55190-403227	91399992
02/08/2016	791338	Ingram Library Services Inc.	\$95.15	2600-55190-403226	91399995
02/08/2016	791338	Ingram Library Services Inc.	\$32.51	2600-55190-403333	91399995
02/08/2016	791338	Ingram Library Services Inc.	\$91.43	2600-55190-403226	91268696
02/08/2016	791338	Ingram Library Services Inc.	\$11.99	2600-55190-403227	91268696
02/08/2016	791343	Knife River (JTL Group Inc.)	\$2,001.94	5030-75910-409340	WO 15-08 Exposition Gateway; CO#1 09/09/2015
02/08/2016	791343	Knife River (JTL Group Inc.)	\$10,396.48	2050-31310-409310	WO 15-08 Exposition Gateway, CO#2 02/02/2016
02/08/2016	791343	Knife River (JTL Group Inc.)	\$30,869.01	2050-31310-409310	WO 15-08 Exposition Gateway, CO#3 02/02/2016
02/08/2016	791343	Knife River (JTL Group Inc.)	\$8,039.18	2110-31320-404520	sand/salt mixture
02/08/2016	791347	Lesman Iron Works	\$5,866.74	5120-84000-403660	Repair the interior of the fuel filter tank for the Waukesha methane fired engine generator
02/08/2016	791350	Masimo Americas Inc	\$23,988.00	2200-22390-409460	3734 KIT, RAD-57 HANDHELD, EMS PKG 1. KIT INCLUDES ADULT SENSOR, SP02, PULSE AND CARBON MONOXIDE
02/08/2016	791350	Masimo Americas Inc	\$2,700.00	2200-22390-409460	2697 RAINBOW DCIP, PED, SP02/SPCO/SPMET, 1/BX. SLENDER DIGIT PROBE FOR SMALL FINGERS DISCOUNTED WITH THE PROTECTION PLUS PLAN

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02/08/2016	791350	Masimo Americas Inc	\$3,000.00	2200-22390-409460	3471-2 PROTECTION + FOR RAD-57 2-YR. 2-YR FULL PROTECTION PROGRAM INCLUDING ABUSE AND DROPS AND 35% DISCOUNT ON SENSORS. 2815 DISPOSABLE OPTICAL LIGHT SHIELD ASSY AT NO CHARGE AND 6-EACH #33650 QUICK REFERENCE GUIDES RAD-57 CONFIG EMS SHIPPING/HANDLING
02/08/2016	791350	Masimo Americas Inc	\$35.00	2200-22390-409460	OT.
02/08/2016	791356	Missoula Police Dept	\$1,005.36	2510-21870-403560	Wages and Fringe for ICAC Investigator July - December.
02/08/2016	791356	Missoula Police Dept	\$44,638.24	2520-21490-407860	Payroll Summary
02/08/2016	791359	Montana CSED	\$4,173.09	9000-00000-209926	012616 PO NUM 299802
02/08/2016	791360	Montana Dakota Utilities	\$2,966.28	6010-00000-141000	H-260350001
02/08/2016	791364	Montana Peterbilt LLC	(\$218.00)	5410-31220-402320	253440007
02/08/2016	791364	Montana Peterbilt LLC	\$508.16	5410-31220-402320	H-253270028
02/08/2016	791364	Montana Peterbilt LLC	\$276.37	5410-31220-402320	2-Rear Load garbage trucks
02/08/2016	791364	Montana Peterbilt LLC	\$490,711.16	5410-31220-409420	2-Front load trucks for Solid Waste
02/08/2016	791364	Montana Peterbilt LLC	\$532,455.60	5410-31220-409420	2016 Quiet Zone Maintenance
02/08/2016	791365	Montana Rail Link Inc	\$4,551.16	2030-15130-403547	Payroll Summary
02/08/2016	791366	Montana State Fireman's Assoc	\$3,352.58	9000-00000-209924	Payroll Summary
02/08/2016	791371	MPPA Montana Police Protective Association	\$2,505.73	9000-00000-209923	
02/08/2016	791372	MT Waterworks	\$309.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 299789
02/08/2016	791372	MT Waterworks	\$2,352.94	5020-00000-141000	SYSTEMS PO NUM 299789
02/08/2016	791372	MT Waterworks	\$108.72	2110-31320-402380	manhole risers
02/08/2016	791372	MT Waterworks	\$2,692.74	5020-75000-402380	valves for hydrants
02/08/2016	791377	NorthWestern Energy	\$131.18	0100-51410-403410	0712539-6
02/08/2016	791377	NorthWestern Energy	\$158.45	0100-51260-403410	0720841-6
02/08/2016	791377	NorthWestern Energy	\$10.96	5020-74000-403410	0722249-0
02/08/2016	791377	NorthWestern Energy	\$213.23	0100-51120-403410	0722256-5
02/08/2016	791377	NorthWestern Energy	\$2,708.95	5020-74000-403410	0722270-6
02/08/2016	791377	NorthWestern Energy	\$38.09	0100-51120-403410	0722277-1
02/08/2016	791377	NorthWestern Energy	\$1,237.39	5020-74000-403410	0723043-6
02/08/2016	791377	NorthWestern Energy	\$86.04	5120-85000-403410	0723383-6
02/08/2016	791377	NorthWestern Energy	\$428.77	5120-85000-403410	0723878-5
02/08/2016	791377	NorthWestern Energy	\$7.52	0100-51120-403410	0920801-8
02/08/2016	791377	NorthWestern Energy	\$7.53	0100-51290-403410	0999807-1
02/08/2016	791377	NorthWestern Energy	\$181.76	6070-22350-403410	1006915-1
02/08/2016	791377	NorthWestern Energy	\$7.64	0100-51120-403410	1156527-2
02/08/2016	791377	NorthWestern Energy	\$19.37	0100-51120-403410	1160780-1
02/08/2016	791377	NorthWestern Energy	\$7.52	0100-51120-403410	1230066-1
02/08/2016	791377	NorthWestern Energy	\$19.70	8720-51980-403410	1513800-1
02/08/2016	791377	NorthWestern Energy	\$31.76	8720-51980-403410	1513802-7

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02/08/2016	791377	NorthWestern Energy	\$16.61	8720-51980-403410	1513804-3
02/08/2016	791377	NorthWestern Energy	\$8.34	8720-51980-403410	1564209-3
02/08/2016	791377	NorthWestern Energy	\$21.63	0100-51410-403410	1635289-0
02/08/2016	791377	NorthWestern Energy	\$17.64	5120-85000-403410	1704025-4
02/08/2016	791377	NorthWestern Energy	\$32.00	5120-85000-403410	1704030-4
02/08/2016	791377	NorthWestern Energy	\$48.07	2110-31320-403410	1738989-1
02/08/2016	791377	NorthWestern Energy	\$9.01	0100-51120-403410	1902257-3
02/08/2016	791377	NorthWestern Energy	\$8.33	2110-31320-403410	2047000-1
02/08/2016	791377	NorthWestern Energy	\$8.66	2110-31320-403410	2047011-8
02/08/2016	791377	NorthWestern Energy	\$8.68	2110-31320-403410	2047018-3
02/08/2016	791377	NorthWestern Energy	\$7.52	0100-51120-403410	3020837-5
02/08/2016	791377	NorthWestern Energy	\$2,551.16	5020-74000-403410	3116 17TH ST W
02/08/2016	791377	NorthWestern Energy	\$2,551.17	5020-74000-403410	3116 17TH ST W
02/08/2016	791377	NorthWestern Energy	\$5,465.82	2600-55120-403410	Electricity
02/08/2016	791377	NorthWestern Energy	\$457.95	1500-22210-403410	FIRE6: MONTHLY ELECTIC SERVICE (1601 ST. ANDREWS)
02/08/2016	791377	NorthWestern Energy	\$334.39	5020-74000-403410	805 constitution ave
02/08/2016	791377	NorthWestern Energy	\$43.91	1500-22210-403410	0712532-1
02/08/2016	791377	NorthWestern Energy	\$166.40	0100-51410-403410	0712538-8
02/08/2016	791377	NorthWestern Energy	\$7.66	0100-51120-403410	0722253-2
02/08/2016	791377	NorthWestern Energy	\$9.67	0100-51120-403410	0722258-1
02/08/2016	791377	NorthWestern Energy	\$16.16	0100-51120-403410	0722259-9
02/08/2016	791377	NorthWestern Energy	\$9.45	0100-51120-403410	0722272-2
02/08/2016	791377	NorthWestern Energy	\$6.30	8720-51980-403410	0722272-2
02/08/2016	791377	NorthWestern Energy	\$190.71	0100-51120-403410	0722273-0
02/08/2016	791377	NorthWestern Energy	\$12.79	0100-51120-403410	0722274-8
02/08/2016	791377	NorthWestern Energy	\$106.27	0100-51120-403410	0722275-5
02/08/2016	791377	NorthWestern Energy	\$31.45	0100-51120-403410	0722278-9
02/08/2016	791377	NorthWestern Energy	\$16.27	0100-51120-403410	0722279-7
02/08/2016	791377	NorthWestern Energy	\$7.66	0100-51120-403410	0722280-5
02/08/2016	791377	NorthWestern Energy	\$7.66	0100-51120-403410	0722281-3
02/08/2016	791377	NorthWestern Energy	\$7.66	0100-51120-403410	0722283-9
02/08/2016	791377	NorthWestern Energy	\$7.66	0100-51120-403410	0722284-7
02/08/2016	791377	NorthWestern Energy	\$16.27	0100-51120-403410	0722808-3
02/08/2016	791377	NorthWestern Energy	\$9.73	0100-51120-403410	0722852-1
02/08/2016	791377	NorthWestern Energy	\$9.67	0100-51120-403410	0722862-0
02/08/2016	791377	NorthWestern Energy	\$105.04	0100-51120-403410	0722901-6
02/08/2016	791377	NorthWestern Energy	\$9.01	0100-51120-403410	0722976-8
02/08/2016	791377	NorthWestern Energy	\$130.44	0100-51120-403410	0722995-8
02/08/2016	791377	NorthWestern Energy	\$81.07	0100-51120-403410	0723005-5
02/08/2016	791377	NorthWestern Energy	\$7.66	0100-51120-403410	0723025-3

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02/08/2016	791377	NorthWestern Energy	\$0.00	0100-51120-403410	0723039-4
02/08/2016	791377	NorthWestern Energy	\$7.52	0100-51120-403410	0723046-9
02/08/2016	791377	NorthWestern Energy	\$8.55	0100-51120-403410	0723049-3
02/08/2016	791377	NorthWestern Energy	\$12.12	0100-51120-403410	0723053-5
02/08/2016	791377	NorthWestern Energy	\$18.80	0100-51120-403410	0723064-2
02/08/2016	791377	NorthWestern Energy	\$18.80	0100-51120-403410	0723065-9
02/08/2016	791377	NorthWestern Energy	\$7.66	8720-51980-403410	0723384-4
02/08/2016	791377	NorthWestern Energy	\$9.31	8720-51980-403410	0723385-1
02/08/2016	791377	NorthWestern Energy	\$9.31	8720-51980-403410	0723386-9
02/08/2016	791377	NorthWestern Energy	\$9.31	8720-51980-403410	0723387-7
02/08/2016	791377	NorthWestern Energy	\$9.31	8720-51980-403410	0723388-5
02/08/2016	791377	NorthWestern Energy	\$5.20	0100-51120-403410	0723391-9
02/08/2016	791377	NorthWestern Energy	\$3.48	8720-51980-403410	0723391-9
02/08/2016	791377	NorthWestern Energy	\$9.31	8720-51980-403410	0723392-7
02/08/2016	791377	NorthWestern Energy	\$8.34	8720-51980-403410	0723393-5
02/08/2016	791377	NorthWestern Energy	\$7.66	8720-51980-403410	0723394-3
02/08/2016	791377	NorthWestern Energy	\$7.66	8720-51980-403410	0723395-0
02/08/2016	791377	NorthWestern Energy	\$7.66	8720-51980-403410	0723396-8
02/08/2016	791377	NorthWestern Energy	\$7.66	8720-51980-403410	0723397-6
02/08/2016	791377	NorthWestern Energy	\$7.66	8720-51980-403410	0723398-4
02/08/2016	791377	NorthWestern Energy	\$7.66	8720-51980-403410	0723835-5
02/08/2016	791377	NorthWestern Energy	\$9.67	8720-51980-403410	0723836-3
02/08/2016	791377	NorthWestern Energy	\$7.53	8720-51980-403410	0723840-5
02/08/2016	791377	NorthWestern Energy	\$14.22	8720-51980-403410	0723879-3
02/08/2016	791377	NorthWestern Energy	\$7.97	8720-51980-403410	0723883-5
02/08/2016	791377	NorthWestern Energy	\$114.48	0100-51120-403410	0723884-3
02/08/2016	791377	NorthWestern Energy	\$8.22	8720-51980-403410	0723885-0
02/08/2016	791377	NorthWestern Energy	\$18.80	0100-51120-403410	0723887-6
02/08/2016	791377	NorthWestern Energy	\$7.87	2110-31320-403410	0855404-0
02/08/2016	791377	NorthWestern Energy	\$7.79	8720-51980-403410	0881455-0
02/08/2016	791377	NorthWestern Energy	\$0.95	8720-51980-403410	0971824-8
02/08/2016	791377	NorthWestern Energy	\$16.98	0100-51120-403410	0978917-3
02/08/2016	791377	NorthWestern Energy	\$0.42	8720-51980-403410	1045813-1
02/08/2016	791377	NorthWestern Energy	\$53.68	2110-31320-403410	1045820-6
02/08/2016	791377	NorthWestern Energy	\$1,137.75	1500-21710-403410	1183483-5
02/08/2016	791377	NorthWestern Energy	\$7.54	0100-51120-403410	1242222-6
02/08/2016	791377	NorthWestern Energy	\$0.63	8720-51980-403410	1312707-1
02/08/2016	791377	NorthWestern Energy	\$60.95	2090-44510-403963	1569631-3
02/08/2016	791377	NorthWestern Energy	\$0.84	0100-51120-403410	1692666-9
02/08/2016	791377	NorthWestern Energy	\$7.54	0100-51120-403958	3178260-0

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02/08/2016	791379	Old Chamber Development Co LLC	\$2,970.00	7170-21660-403963	Parking spaces at Old Chamber Development.
02/08/2016	791386	Physio-Control, Inc	\$192,233.52	2200-22390-409460	99577-001588 LIFEPAK 15 V4 MONITOR/DEFIB UNIT(S)/REGIONAL HAZMAT TEAM ALS RESPONSE
02/08/2016	791386	Physio-Control, Inc	\$7,922.94	2200-22390-409460	11140-000072 LP15 AC PWR ADAPTER (PWR CORD NOT
02/08/2016	791386	Physio-Control, Inc	\$378.42	2200-22390-409460	11140-000015 AC POWER CORD
02/08/2016	791386	Physio-Control, Inc	\$6,455.88	2200-22390-409460	21330-001176 LP 15 LITHIUM-ION BATTERY 5.7 AMP HRS
02/08/2016	791386	Physio-Control, Inc	\$3,248.70	2200-22390-409460	11171-000049 rainbow dci adt reusable sensor, 1/box
02/08/2016	791386	Physio-Control, Inc	\$261.48	2200-22390-409460	11220-000028 CARRY CASE TOP POUCH FOR USE W/LIFEPAK 12 OR LIFEPAK 15
02/08/2016	791386	Physio-Control, Inc	\$288.00	2200-22390-409460	11160-000019 NIBP CUFF BAYONET - REUSEABLE4 XL
02/08/2016	791386	Physio-Control, Inc	\$367.20	2200-22390-409460	11260-000039 LIFEPAK 15 CARRY CASE BACK POUCH
02/08/2016	791386	Physio-Control, Inc	\$1,417.80	2200-22390-409460	11577-000002 LIFEPAK 15 BASIC CARRY CASE W/RIGHT-LEFT POUCHES & INCLUDED AT N/C #11577-000001
02/08/2016	791386	Physio-Control, Inc	\$1,337.52	2200-22390-409460	11996-000081 FILTERLINE SET ADULT/PEDIATRIC (BOX/25)
02/08/2016	791386	Physio-Control, Inc	\$1,999.20	2200-22390-409460	11996-000340 RAINBOW R20, PEDIATRIC ADHESIVE SENSORS (SPO2, SPCO AND SPMET) 10/BX
02/08/2016	791386	Physio-Control, Inc	\$144.00	2200-22390-409460	11160-000013 NIBP CUFF BAYONET-REUSEABLE, CHILD
02/08/2016	791386	Physio-Control, Inc	\$198.00	2200-22390-409460	11160-000017 NIBP CFUFF BAYONET - REUSEABLE, LARGE
02/08/2016	791387	Power Service Inc	\$3,181.03	5020-00000-141000	WASTEWATER PARTS & SUPPLY PO NUM 299704
02/08/2016	791389	Protech Mechanical Inc	\$1,705.23	6600-31100-403660	Chiller repair and valve repair
02/08/2016	791389	Protech Mechanical Inc	\$2,557.84	6700-31410-403660	Chiller repair and valve repair
02/08/2016	791390	Qwest Communications	\$33.36	5610-71120-403450	Qwest 406-245-1044 Airport Terminal Power M
02/08/2016	791390	Qwest Communications	\$60.17	5410-31230-403450	Qwest 406-245-7193 Solid Waste Landfill
02/08/2016	791390	Qwest Communications	\$105.63	5410-31230-403450	Qwest 406-245-9820 Solid Waste Landfil
02/08/2016	791390	Qwest Communications	\$33.36	2110-31320-403450	Qwest 406-245-9906 PW Traffic Signal 4th 27
02/08/2016	791390	Qwest Communications	\$49.34	5710-71410-403450	Qwest 406-254-7038 MET Transit
02/08/2016	791390	Qwest Communications	\$7,303.38	2250-22320-403450	Qwest 406-255-9700 E911
02/08/2016	791390	Qwest Communications	\$34.30	1500-22210-403450	Qwest 406-245-1743 Fire Elevator
				1500-22210-403450	
02/08/2016	791390	Qwest Communications	\$47.98	1500-22250-403450	Qwest 406-655-0728 Fire Maintenance Shop
02/08/2016	791390	Qwest Communications	\$73.94	6060-19310-403450	Qwest 406-248-9124 Met Measured Lines
				406-248-9124 406-248-9179	
02/08/2016	791390	Qwest Communications	\$68.60	6060-19310-403450	Qwest 406-248-3329 Airport Measured Lines
				406-248-3329 406-248-9989	
02/08/2016	791390	Qwest Communications	\$301.97	2600-55120-403450	Qwest 406-245-1579 Library 6 lines
				(4) Library 2600-55120-403450	
				(2) Phone 6060-19310-403450	

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02/08/2016	791390	Qwest Communications	\$126.16	6060-19310-403450	Qwest 406-245-1579 Library 6 lines (4) Library 2600-55120-403450 (2) Phone 6060-19310-403450
02/08/2016	791390	Qwest Communications	\$34.00	6200-19110-403450	Qwest 406-245-4437 Kenco Security Alarm IT Alarm
02/08/2016	791395	S-Bar-S Supply Co., Inc.	\$2,739.02	5020-74000-402450	chapple hail damage siding
02/08/2016	791396	Sartorius Mechatronics Corporation	\$10,895.00	5130-84910-409480	Microwave Analyzer for testing wastewater sludge solids content. Replacing model being used
02/08/2016	791404	St Vincent Occupational Health	\$240.00	1500-22290-403510	47730: LAWRENCE HART 1/08/2016 - ANNUAL FIRE
02/08/2016	791404	St Vincent Occupational Health	\$377.75	1500-22290-403510	47730 JOSEPH SANDS 1/25/2016 - ANNUAL FIRE PHYSICAL
02/08/2016	791404	St Vincent Occupational Health	\$1,485.00	0100-17500-403572	On- Site nursing., drug testing, DOT physicals
02/08/2016	791404	St Vincent Occupational Health	\$50.00	1500-21110-403510	On- Site nursing., drug testing, DOT physicals
02/08/2016	791404	St Vincent Occupational Health	\$75.00	1500-22290-403510	On- Site nursing., drug testing, DOT physicals
02/08/2016	791404	St Vincent Occupational Health	\$190.00	2110-31320-403510	On- Site nursing., drug testing, DOT physicals
02/08/2016	791404	St Vincent Occupational Health	\$190.00	5410-31220-403510	On- Site nursing., drug testing, DOT physicals
02/08/2016	791404	St Vincent Occupational Health	\$199.00	5410-31230-403510	On- Site nursing., drug testing, DOT physicals
02/08/2016	791404	St Vincent Occupational Health	\$95.00	5610-71130-403510	On- Site nursing., drug testing, DOT physicals
02/08/2016	791404	St Vincent Occupational Health	\$285.00	5710-71420-403510	On- Site nursing., drug testing, DOT physicals
02/08/2016	791404	St Vincent Occupational Health	\$145.00	6010-15530-403510	On- Site nursing., drug testing, DOT physicals
02/08/2016	791404	St Vincent Occupational Health	\$675.00	6270-17520-405160	On- Site nursing., drug testing, DOT physicals
02/08/2016	791404	St Vincent Occupational Health	\$37,510.00	6270-17520-405160	Health Assessment 10-26-15 to 11-20-15
02/08/2016	791405	Steiner Thuesen PLLC	\$9,500.00	7690-51820-403560	Develop a park master plan for Mont Vista subdivision.
02/08/2016	791412	ThyssenKrupp Elevator	\$9,053.79	6500-15670-409291	Freight elevator in City Hall
02/08/2016	791414	Tire-Rama	\$33.00	5410-31220-402390	Tire repair
02/08/2016	791414	Tire-Rama	\$220.00	5410-31220-402390	Tire repairs for the garbage trucks
02/08/2016	791414	Tire-Rama	\$710.50	5410-31220-402390	Recapped tires for the garbage trucks
02/08/2016	791414	Tire-Rama	\$100.00	5410-31220-402390	Tire repairs for the garbage trucks
02/08/2016	791414	Tire-Rama	\$15.00	2110-31320-402320	1050263414
02/08/2016	791414	Tire-Rama	\$23.00	5410-31220-402390	Tire repairs for garbage trucks
02/08/2016	791414	Tire-Rama	\$110.00	5410-31220-402390	Tire repairs for garbage trucks
02/08/2016	791414	Tire-Rama	\$403.95	5410-31230-402390	Tire repair for Landfill equipment
02/08/2016	791414	Tire-Rama	\$1,986.00	5410-31230-402390	Tires for Landfill Equipment
02/08/2016	791417	Town & Country Supply Association	\$6,097.92	5710-00000-141000	BUS MET PO NUM 299801
02/08/2016	791417	Town & Country Supply Association	\$2,677.34	5710-00000-141000	BUS MET PO NUM 299801
02/08/2016	791417	Town & Country Supply Association	\$4,043.64	6010-00000-141000	217955 PO NUM 299758
02/08/2016	791422	TTT Environmental LLC	\$2,316.00	2200-22330-402410	RAE M020-11111-111 RAE QRAE 3, O2/LEL/CO/H2S, NON-WIRELESS, PUMPED, W/ACCESSORY KIT

Check Date	Check	Name	Amount	Account	Item Description
02/08/2016	791422	TTT Environmental LLC	\$1,014.00	2200-22330-402410	RAE M01-0308-000 RAE, COMPLETE MULTI-RAE VEHICLE MOUNTING SOULTION, INCLUDES DESKTOP CRADLE AND
02/08/2016	791422	TTT Environmental LLC	\$1,048.00	2200-22330-402410	M02-0303-000 RAE QRAE 3 TRUCK MOUNT CHARGER
02/08/2016	791422	TTT Environmental LLC	\$75.00	2200-22330-402410	RAE M01-2087-100 RAE, MULTI-RAE ORANGE BOOT
02/08/2016	791422	TTT Environmental LLC	\$24.38	2200-22330-402410	ESTIMATED SHIPPING VIA UPS/GROUND
02/08/2016	791424	United Rotary Brush Corp	\$13,968.00	5610-71130-402320	(6) Complete Sets of Broom Cores for High Speed Runway Sweepers to Remove Snow/Ice from Airfield
02/08/2016	791431	Whelen Engineering Co	\$620.00	1500-21120-402320	CCSRN36, CenCom Sapphire siren and light controller system
02/08/2016	791431	Whelen Engineering Co	\$137.11	1500-21120-402320	SA315P, siren speaker
02/08/2016	791431	Whelen Engineering Co	\$22.20	1500-21120-402320	SAK39, siren speaker mounting bracket
02/08/2016	791431	Whelen Engineering Co	\$156.00	1500-21120-402320	INV1B, ION V-Series 180 degree LED lighthouse, blue
02/08/2016	791431	Whelen Engineering Co	\$156.00	1500-21120-402320	INV1R, ION V-Series 180 degree LED lighthouse, red
02/08/2016	791431	Whelen Engineering Co	\$43.80	1500-21120-402320	3SROCDRR, 3" red nighttime illumination light
02/08/2016	791431	Whelen Engineering Co	\$1,559.00	1500-21120-402320	IB8DEDE, Liberty II LED lightbar, WC version, 50"
02/08/2016	791436	Yellowstone County Sheriffs Office	\$8,025.00	2550-21440-407910	Reimbursement for HIDTA expenses for Qtr Ending 12/31/15. PE/PI \$\$.
02/08/2016	791436	Yellowstone County Sheriffs Office	\$4,644.70	2550-21440-401220	Reimbursement for HIDTA expenses for Qtr Ending 12/31/15. Benjamin OT.
02/08/2016	791436	Yellowstone County Sheriffs Office	\$2,702.70	2550-21440-401220	Reimbursement for HIDTA expenses for Qtr Ending 12/31/15. Watson - OT.
02/08/2016	791437	Yellowstone E-Waste Solutions Inc	\$3,505.00	5410-31230-403590	Electronic Waste Disposal
02/08/2016	791437	Yellowstone E-Waste Solutions Inc	\$5,315.00	5410-31230-403590	Electronic Waste Disposal

Regular City Council Meeting

Meeting Date: 03/14/2016

TITLE: Payment of Claims February 16, 2016

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$645,743.91 have been audited and are presented for City Council payment approval. A complete listing of the claims dated February 16, 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 2.16.2016

Check Date	Check	Name	Amount	Account	Item Desc
02/16/2016	791449	American Title & Escrow	10,000.00	2770-65810-407277	FTHB Kaylee Stark 2617 Illinois Street
02/16/2016	791452	Archie Cochrane	82.93	1500-21120-402320	5173446
02/16/2016	791452	Archie Cochrane	12.71	1500-21120-402320	5173485
02/16/2016	791452	Archie Cochrane	40.20	1500-21120-402320	5173575
02/16/2016	791452	Archie Cochrane	117.23	1500-21120-402320	5173655
02/16/2016	791452	Archie Cochrane	18.38	5710-71470-402320	AUTO &TRUCK MAINT.ITEMS
02/16/2016	791452	Archie Cochrane	259.00	5710-71470-402320	AUTO &TRUCK MAINT.ITEMS
02/16/2016	791452	Archie Cochrane	3,219.86	5710-71470-403690	AUTO &TRUCK MAINT.ITEMS
02/16/2016	791459	Big Sky Linen & Uniform	372.71	5020-73120-402260	uniform
02/16/2016	791459	Big Sky Linen & Uniform	58.38	5020-73140-402260	uniform
02/16/2016	791459	Big Sky Linen & Uniform	864.40	5020-74000-402260	uniform
02/16/2016	791459	Big Sky Linen & Uniform	491.76	5020-75000-402260	uniform
02/16/2016	791459	Big Sky Linen & Uniform	17.96	5120-83140-402260	uniform
02/16/2016	791459	Big Sky Linen & Uniform	477.00	5120-84000-402260	uniform
02/16/2016	791459	Big Sky Linen & Uniform	273.10	5120-84300-402260	uniform
02/16/2016	791459	Big Sky Linen & Uniform	327.84	5120-85000-402260	uniform
02/16/2016	791461	Brenntag Pacific Inc	6,086.94	2110-31320-404720	hicothaw used to melt snow on streets
02/16/2016	791461	Brenntag Pacific Inc	1,857.50	5120-84000-402220	fg silicone antifoam
02/16/2016	791473	Desert Mountain Corporation	3,284.98	2110-31320-404721	ice slicer used to melt snow on streets
02/16/2016	791473	Desert Mountain Corporation	3,120.99	2110-31320-404721	ice slicer used to melt snow on streets
02/16/2016	791473	Desert Mountain Corporation	3,171.06	2110-31320-404721	ice slicer used to melt snow on streets
02/16/2016	791477	DOWL	17,137.50	1990-15050-409340	WO 16-06 SBURD Sanitary Sewer - Phase II
02/16/2016	791477	DOWL	19,826.00	5030-75910-409340	WO 16-01 2016 Water/Sewer Main Replc; Sch1 Will James Area Wtr
02/16/2016	791481	Edge Construction Supply	2,697.00	5120-84000-402450	sewer machine
02/16/2016	791482	Empire Garage Owner's Association	7,837.42	5210-15940-403660	City of Billings February - Non Capital Assessment.
02/16/2016	791482	Empire Garage Owner's Association	1,263.12	5210-15940-403660	City of Billings - Capital Assessment.
02/16/2016	791491	Great West Engineering, Inc	18,033.98	5130-85910-409340	WO 16-01 2016 Water/Sewer Replc; Sch 4 South Side Sanitary Sewer
02/16/2016	791500	Ingram Library Services Inc.	11.95	2600-55190-403226	91547099
02/16/2016	791500	Ingram Library Services Inc.	10.77	2600-55190-403227	91547099
02/16/2016	791500	Ingram Library Services Inc.	10.61	2600-55190-403241	91549510
02/16/2016	791500	Ingram Library Services Inc.	316.25	2600-55190-403226	91549511
02/16/2016	791500	Ingram Library Services Inc.	15.31	2600-55190-403227	91549511
02/16/2016	791500	Ingram Library Services Inc.	70.78	2600-55190-403227	91549512
02/16/2016	791500	Ingram Library Services Inc.	110.86	2600-55190-403226	91549513
02/16/2016	791500	Ingram Library Services Inc.	40.08	2600-55190-403333	91549514
02/16/2016	791500	Ingram Library Services Inc.	123.39	2600-55190-403227	91549515
02/16/2016	791500	Ingram Library Services Inc.	95.52	2600-55190-403333	91549515
02/16/2016	791500	Ingram Library Services Inc.	24.88	2600-55190-403226	91549516

Check Date	Check	Name	Amount	Account	Item Desc
02/16/2016	791500	Ingram Library Services Inc.	44.82	2600-55190-403226	91549517
02/16/2016	791500	Ingram Library Services Inc.	17.99	2600-55190-403227	91549518
02/16/2016	791500	Ingram Library Services Inc.	62.16	2600-55190-403226	91549519
02/16/2016	791500	Ingram Library Services Inc.	466.62	2600-55190-403226	91549520
02/16/2016	791500	Ingram Library Services Inc.	19.53	2600-55190-403226	91549521
02/16/2016	791500	Ingram Library Services Inc.	4.19	2600-55190-403333	91549521
02/16/2016	791500	Ingram Library Services Inc.	88.51	2600-55190-403227	91549522
02/16/2016	791500	Ingram Library Services Inc.	25.60	2600-55190-403333	91549522
02/16/2016	791500	Ingram Library Services Inc.	105.56	2600-55190-403222	91549523
02/16/2016	791500	Ingram Library Services Inc.	338.21	2600-55190-403226	91549523
02/16/2016	791500	Ingram Library Services Inc.	273.77	2600-55190-403227	91549523
02/16/2016	791500	Ingram Library Services Inc.	85.03	2600-55190-403241	91549523
02/16/2016	791500	Ingram Library Services Inc.	108.64	2600-55190-403255	91549523
02/16/2016	791500	Ingram Library Services Inc.	1,378.73	2600-55190-403333	91549523
02/16/2016	791500	Ingram Library Services Inc.	24.75	2600-55190-403334	91549523
02/16/2016	791500	Ingram Library Services Inc.	58.74	2600-55190-403227	91549524
02/16/2016	791500	Ingram Library Services Inc.	15.31	2600-55190-403226	91583156
02/16/2016	791500	Ingram Library Services Inc.	179.80	2600-55190-407930	91583157
02/16/2016	791502	Integra Telecom Holding Inc	39.49	5610-71130-403450	Airport 2948370 Airport Alarm
02/16/2016	791502	Integra Telecom Holding Inc	3,967.01	6060-19310-403450	Main Bill New Account # 330046 Old Acct 00001906
02/16/2016	791502	Integra Telecom Holding Inc	230.86	6060-19310-403450	Main Bill T-1 New Account #330047 Old Account 00018768
02/16/2016	791502	Integra Telecom Holding Inc	40.10	1500-21110-403450	CPC line 247-8592 New Account # 330183 Old Account 00018768
02/16/2016	791502	Integra Telecom Holding Inc	46.00	0100-51120-403450	Dehler Park line 867-7275
02/16/2016	791502	Integra Telecom Holding Inc	79.95	6200-19110-403452	IT Internet Connection New Account # 330046
02/16/2016	791502	Integra Telecom Holding Inc	40.10	2910-65010-403450	Community Development Services FAX 406-294-7595 New Account # 330183 Account 00018768
02/16/2016	791502	Integra Telecom Holding Inc	40.10	2090-44510-403450	Building FAX 406-657-8252 New Account # 330183 Account 0018768
02/16/2016	791502	Integra Telecom Holding Inc	40.10	2400-43010-403450	Planning FAX 406-657-8327 New Account # 330183 Account 00018768
02/16/2016	791506	Junkermier, Clark, Campanella, Stevens PC	8,344.00	0100-15120-403530	747454 - final invoice for FY 15 audit
02/16/2016	791509	Knife River (JTL Group Inc.)	4,425.41	2110-31320-404520	sand/salt material
02/16/2016	791509	Knife River (JTL Group Inc.)	3,923.05	2110-31320-404520	sand/salt material
02/16/2016	791509	Knife River (JTL Group Inc.)	828.98	2110-31320-404520	3/4" crushed base used for gravel streets

Check Date	Check	Name	Amount	Account	Item Desc
02/16/2016	791509	Knife River (JTL Group Inc.)	2,656.30	2110-31320-404520	sand salt material
02/16/2016	791509	Knife River (JTL Group Inc.)	6,861.13	2110-31320-404520	sand/salt material
02/16/2016	791509	Knife River (JTL Group Inc.)	1,948.64	2110-31320-404520	3" crushed base for use at the SCA
02/16/2016	791509	Knife River (JTL Group Inc.)	756.70	2110-31320-404520	6+ boulders for SCA
02/16/2016	791509	Knife River (JTL Group Inc.)	568.64	2110-31320-404520	3" crushed base for use at the SCA
02/16/2016	791509	Knife River (JTL Group Inc.)	2,155.57	2110-31320-404520	3" crushed base for use at the SCA
02/16/2016	791509	Knife River (JTL Group Inc.)	2,276.94	2110-31320-404520	sand/salt material
02/16/2016	791510	Kone Inc	6,495.00	5610-71120-403660	Invoice #1157115637. Repair/Replace Door Gibs on Elevators A and C
02/16/2016	791514	Marketing Specialties Inc	4,798.43	6500-15660-403990	Inv. #75848 Gravel/Misc supplies/replace bad conduit
02/16/2016	791519	Montana Peterbilt LLC	3,932.73	5410-31220-402320	253360101
02/16/2016	791519	Montana Peterbilt LLC	56.55	5410-31220-402320	H-260200052
02/16/2016	791519	Montana Peterbilt LLC	187.44	5410-31220-402320	H-260220020
02/16/2016	791519	Montana Peterbilt LLC	120.00	5410-31220-402320	H-260220020
02/16/2016	791519	Montana Peterbilt LLC	58.12	5410-31220-402320	H-260220040
02/16/2016	791519	Montana Peterbilt LLC	-25.00	5410-31220-402320	H-260350019
02/16/2016	791523	Morrison Maierle Inc	44,260.91	5130-85910-409340	WO1601 2016 Water/Sewer Replc; Sch 2 Sanitary Sewer
02/16/2016	791525	MT Waterworks	204.00	5020-73120-402410	aqua magnetic locator repair
02/16/2016	791525	MT Waterworks	66,170.00	5030-75910-409420	One new current model 2016 self contained self propelled , all terrain 6"-18" pipe fusion machine
02/16/2016	791528	National Police Suicide Foundation Inc	3,818.24	1500-21400-403822	Invoice dated 23Jan2016 - Suicide Prevention Training for March 1-2, 2016
02/16/2016	791530	Norco Inc	4,016.00	5020-73120-402925	pro gas monitor pump 110 charger
02/16/2016	791532	Northwest Pipe Fittings	24.09	5020-73140-402450	plug for conduits for service center
02/16/2016	791532	Northwest Pipe Fittings	8.02	5120-83140-402450	plug for conduits for service center
02/16/2016	791532	Northwest Pipe Fittings	10.56	5020-74000-402450	black hex bushing parts
02/16/2016	791532	Northwest Pipe Fittings	1.92	5020-74000-402450	plug
02/16/2016	791532	Northwest Pipe Fittings	35.04	5020-74000-402450	mixer building fittings
02/16/2016	791532	Northwest Pipe Fittings	43.38	5020-74000-402450	primer
02/16/2016	791532	Northwest Pipe Fittings	159.06	5020-74000-402450	I structure piping
02/16/2016	791532	Northwest Pipe Fittings	1,142.00	5020-73120-402380	cuft reg upgrade to ecoder pitset
02/16/2016	791532	Northwest Pipe Fittings	78.92	5020-74000-402450	parts for valve
02/16/2016	791532	Northwest Pipe Fittings	1,015.64	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 299689
02/16/2016	791532	Northwest Pipe Fittings	573.57	5020-00000-141000	SYSTEMS PO NUM 299689
02/16/2016	791532	Northwest Pipe Fittings	484.70	5020-73120-402380	for hydrant meter
02/16/2016	791532	Northwest Pipe Fittings	14.76	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 299699
02/16/2016	791532	Northwest Pipe Fittings	16,340.40	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 299701
02/16/2016	791532	Northwest Pipe Fittings	12,848.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 299702
02/16/2016	791532	Northwest Pipe Fittings	249.39	5120-84000-402450	control room bathroom
02/16/2016	791532	Northwest Pipe Fittings	834.98	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 299601

Check Date	Check	Name	Amount	Account	Item Desc
02/16/2016	791532	Northwest Pipe Fittings	19.38	5020-74000-402450	pipng project
02/16/2016	791532	Northwest Pipe Fittings	16.20	5020-74000-402450	plumbing parts
02/16/2016	791534	NorthWestern Energy	32,529.57	5610-71120-403410	0100482-9. Airport Vault. January 2016
02/16/2016	791534	NorthWestern Energy	2,319.56	5610-71130-403410	0719543-1. Airport Parking Lot Lights. January 2016
02/16/2016	791534	NorthWestern Energy	1,134.57	5120-85000-403410	2750 bitterroot dr lift
02/16/2016	791534	NorthWestern Energy	1,685.18	5020-74000-403410	5809 canyonwoods
02/16/2016	791534	NorthWestern Energy	109.57	5610-71130-403410	0712533-9. Airport Entrance. January 2016
02/16/2016	791534	NorthWestern Energy	233.43	5610-71130-403410	0712535-4. Employee Parking. January 2016
02/16/2016	791534	NorthWestern Energy	33.25	5610-71130-403410	0712791-3. Gate 16. January 2016
02/16/2016	791534	NorthWestern Energy	37.51	5610-71130-403410	0712795-4. Gate 17. January 2016
02/16/2016	791534	NorthWestern Energy	18.77	5610-71130-403410	0712797-0. Gate 9. January 2016
02/16/2016	791534	NorthWestern Energy	15.01	5610-71130-403410	0712813-5. Burn Pit. January 2016
02/16/2016	791534	NorthWestern Energy	32.91	5610-71130-403410	0719759-3. Gate 12. January 2016
02/16/2016	791534	NorthWestern Energy	22.34	5610-71130-403410	0719760-1. Gate 14. January 2016
02/16/2016	791534	NorthWestern Energy	19.12	5610-71130-403410	0719761-9. Gate 15. January 2016
02/16/2016	791534	NorthWestern Energy	7.53	5610-71130-403410	0719762-7. Gate 13. January 2016
02/16/2016	791534	NorthWestern Energy	23.72	5610-71130-403410	0720296-3. Gate 29. January 2016
02/16/2016	791534	NorthWestern Energy	33.42	5610-71130-403410	2114868-9. Runway Weather System. January 2016
02/16/2016	791534	NorthWestern Energy	80.02	5610-71170-403410	0712805-1. IP-10. January 2016
02/16/2016	791534	NorthWestern Energy	101.33	5020-77000-403410	Environmental Affairs Electricity
02/16/2016	791534	NorthWestern Energy	101.34	5120-87000-403410	Environmental Affairs Electricity
02/16/2016	791534	NorthWestern Energy	95.18	5120-85000-403410	62nd st w at ironwood lift stn
02/16/2016	791534	NorthWestern Energy	3,201.76	5710-71430-403410	Electricity for Metroplex 12/28/15 to 01/26/16
02/16/2016	791534	NorthWestern Energy	529.51	5710-71430-403410	0719225-5
02/16/2016	791534	NorthWestern Energy	299.73	1500-22210-403410	0720817-6
02/16/2016	791534	NorthWestern Energy	30.46	0100-51120-403410	0813489-2
02/16/2016	791534	NorthWestern Energy	184.35	5020-74000-403410	1142253-2
02/16/2016	791534	NorthWestern Energy	7.54	5020-74000-403410	1160807-2
02/16/2016	791534	NorthWestern Energy	8.09	5020-74000-403410	1346673-5
02/16/2016	791534	NorthWestern Energy	1.58	0100-51120-403410	1409394-2
02/16/2016	791534	NorthWestern Energy	0.09	8720-51980-403410	1513796-1
02/16/2016	791534	NorthWestern Energy	8.46	8720-51980-403410	1514388-6
02/16/2016	791534	NorthWestern Energy	7.54	0100-51120-403410	1588262-4
02/16/2016	791534	NorthWestern Energy	59.91	0100-51120-403410	1849408-8
02/16/2016	791534	NorthWestern Energy	7.54	5020-74000-403410	1867265-9
02/16/2016	791534	NorthWestern Energy	59.89	0100-51120-403410	1904944-4
02/16/2016	791534	NorthWestern Energy	14.78	0100-51120-403410	1941243-6
02/16/2016	791534	NorthWestern Energy	0.72	8720-51980-403410	1948667-9
02/16/2016	791534	NorthWestern Energy	1.27	8720-51980-403410	2041362-1
02/16/2016	791534	NorthWestern Energy	8.34	2110-31320-403410	2047007-6

Check Date	Check	Name	Amount	Account	Item Desc
02/16/2016	791534	NorthWestern Energy	8.57	2110-31320-403410	2047010-0
02/16/2016	791534	NorthWestern Energy	8.57	2110-31320-403410	2047013-4
02/16/2016	791534	NorthWestern Energy	8.46	2110-31320-403410	2047017-5
02/16/2016	791534	NorthWestern Energy	8.57	2110-31320-403410	2047019-1
02/16/2016	791534	NorthWestern Energy	6.16	8720-51980-403410	2055817-7
02/16/2016	791537	PayneWest Insurance Inc	7,336.00	5030-74910-409390	WO 15-10 WTP Chemical Bldg/Disinfection Imprv, Builder Risk Ins.
02/16/2016	791540	Public Utilities	5,827.76	5610-71100-403420	136516
02/16/2016	791540	Public Utilities	16.34	8720-51980-403420	148398
02/16/2016	791540	Public Utilities	310.63	6500-15660-403420	158260
02/16/2016	791540	Public Utilities	44.27	2910-66980-407275	FORECLOSURE PROGRAM: 3921 Chamberlain 2/19/16 Billing
02/16/2016	791545	Rimrock Foundation	3,746.03	7380-12640-403590	Jan. IOP Counselor
02/16/2016	791545	Rimrock Foundation	2,205.90	7380-12660-403990	Jan. Case Manager
02/16/2016	791545	Rimrock Foundation	3,418.32	2480-12620-403560	Jan. Day Treatment
02/16/2016	791545	Rimrock Foundation	3,030.69	7380-12640-403590	Jan. IOP
02/16/2016	791545	Rimrock Foundation	717.82	7380-12660-403590	Jan. IOP
02/16/2016	791545	Rimrock Foundation	1,167.60	7380-12660-403990	Jan. Coordinator
02/16/2016	791545	Rimrock Foundation	1,519.75	2460-12530-403590	Jan. Rimrock State
02/16/2016	791562	Sunset Excavation	8,697.15	5050-75150-403671	Water repair list 08.08.14
02/16/2016	791564	Tapco	1,100.00	2110-31320-402420	Blinker sign do not enter per attached quote
02/16/2016	791564	Tapco	900.00	2110-31320-402420	Blinker end one way sign per attached quote
02/16/2016	791564	Tapco	400.00	2110-31320-402420	Blinker back to back control cabinet per attached quote
02/16/2016	791564	Tapco	166.85	2110-31320-402420	freight on shipment
02/16/2016	791569	Town & Country Supply Association	11,245.62	5610-71180-402313	Invoice #218137. QTA Car Rental Fuel
02/16/2016	791569	Town & Country Supply Association	110.75	1500-22260-402310	219808: FIRE 5 - UNLEADED DELIVERED 2/4/2016
02/16/2016	791569	Town & Country Supply Association	219.84	1500-22260-402310	219808: FIRE 5 - BLENDED DIESEL (100 GALLONS #2 AND 100 GALLONS #1)
02/16/2016	791569	Town & Country Supply Association	114.32	1500-22260-402310	219809: FIRE 3 - BLENDED DIESEL DELIVERED 2/4/2016
02/16/2016	791569	Town & Country Supply Association	233.81	1500-22260-402310	219810: FIRE 1 - UNLEADED DELIVERED 2/4/2016
02/16/2016	791569	Town & Country Supply Association	186.86	1500-22260-402310	219810: FIRE 1 - BLENDED DIESEL DELIVERED (85 GALLONS #2 AND 85 GALLONS #1) 2/4/2016
02/16/2016	791569	Town & Country Supply Association	112.12	1500-22260-402310	219811: FIRE 6 - BLENDED DIESEL (51 GALLONS #2 AND 51 GALLONS #2) 2/4/2016
02/16/2016	791569	Town & Country Supply Association	11,406.89	6010-00000-141000	218380 PO NUM 299807
02/16/2016	791569	Town & Country Supply Association	4,141.00	6010-00000-141000	218489 PO NUM 299829
02/16/2016	791569	Town & Country Supply Association	7,389.71	6010-00000-141000	218131 PO NUM 299830
02/16/2016	791570	Tractor & Equipment Co.	147,574.00	2110-31320-409420	One new Weiler model P385A paver
02/16/2016	791570	Tractor & Equipment Co.	-5,000.00	2110-31320-409420	Trade in unit 1142 2002 Blaw Knox paver
02/16/2016	791570	Tractor & Equipment Co.	560.68	5410-31230-402320	Parts for Landfill unit #0242

Check Date	Check	Name	Amount	Account	Item Desc
02/16/2016	791570	Tractor & Equipment Co.	52.82	5410-31230-402320	Parts for unit #0242
02/16/2016	791570	Tractor & Equipment Co.	1,047.70	2110-31320-405333	rental of model 316E for out at the SCA for cleanup
02/16/2016	791578	Walker Parking Consultants	2,941.72	5210-15910-409224	Concrete restoration for City Parking Structures I, II, and III.
02/16/2016	791578	Walker Parking Consultants	2,941.71	5210-15920-409224	Concrete restoration for City Parking Structures I, II, and III.
02/16/2016	791578	Walker Parking Consultants	2,941.71	5210-15930-409224	Concrete restoration for City Parking Structures I, II, and III.
02/16/2016	791584	Yellowstone County Finance Dpt	665.31	5210-00000-229161	County lot agreement. 1/2 meter collection.
02/16/2016	791584	Yellowstone County Finance Dpt	9,700.00	1500-21110-403590	January 2016 Jail Boarders

Regular City Council Meeting

Meeting Date: 03/14/2016

TITLE: Payment of Claims February 22, 2016

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,338,042.01 have been audited and are presented for City Council payment approval. A complete listing of the claims dated February 22, 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

councilmemo_2.22.2016

Check Date	Check	Name	Amount	Account	Item Desc
02/23/2016	791742	Carquest Auto Parts	\$ 25.72	6010-00000-141000	1910-361348 PO NUM 299559
02/23/2016	791742	Carquest Auto Parts	\$ 41.13	6010-00000-141000	1910-361520 PO NUM 299559
02/23/2016	791742	Carquest Auto Parts	\$ 63.28	6010-00000-141000	1910-361712 PO NUM 299559
02/23/2016	791742	Carquest Auto Parts	\$ 30.76	6010-00000-141000	1910-361772 PO NUM 299559
02/23/2016	791742	Carquest Auto Parts	\$ 138.71	6010-00000-141000	1910-362233 PO NUM 299559
02/23/2016	791742	Carquest Auto Parts	\$ 78.84	6010-00000-141000	1910-362237 PO NUM 299559
02/23/2016	791742	Carquest Auto Parts	\$ (123.84)	6010-00000-141000	1910-362238 PO NUM 299559
02/23/2016	791742	Carquest Auto Parts	\$ 5.21	5410-31220-402320	1910-361348
02/23/2016	791742	Carquest Auto Parts	\$ 33.59	6700-31410-402320	1910-361712
02/23/2016	791742	Carquest Auto Parts	\$ 52.13	5410-31220-402320	1910-361783
02/23/2016	791742	Carquest Auto Parts	\$ 49.75	6010-15530-402650	1910-361972
02/23/2016	791742	Carquest Auto Parts	\$ 25.16	1500-21120-402320	1910-362060
02/23/2016	791742	Carquest Auto Parts	\$ 85.59	1500-22310-402320	1910-362096
02/23/2016	791742	Carquest Auto Parts	\$ 15.58	6010-15530-402650	1910-362204
02/23/2016	791742	Carquest Auto Parts	\$ 29.76	6010-15530-402650	1910-362233
02/23/2016	791742	Carquest Auto Parts	\$ 13.92	1500-22260-402320	1910-362367
02/23/2016	791742	Carquest Auto Parts	\$ 9.40	6010-00000-141000	1910-360883 PO NUM 299559
02/23/2016	791742	Carquest Auto Parts	\$ 10.29	6010-00000-141000	1910-360899 PO NUM 299559
02/23/2016	791742	Carquest Auto Parts	\$ 194.75	5020-73120-402320	1910-360625
02/23/2016	791742	Carquest Auto Parts	\$ (77.00)	5020-73120-402320	1910-360702
02/23/2016	791742	Carquest Auto Parts	\$ 78.41	1500-21720-402320	1910-360929
02/23/2016	791742	Carquest Auto Parts	\$ 195.99	2090-44520-402320	1910-361162
02/23/2016	791742	Carquest Auto Parts	\$ (35.00)	2090-44520-402320	1910-361246
02/23/2016	791745	Rimrock Tire Inc	\$ 462.03	2110-31320-402320	5-GS98004
02/23/2016	791745	Rimrock Tire Inc	\$ 462.03	2110-31320-402320	5-GS98018
02/23/2016	791745	Rimrock Tire Inc	\$ 321.36	6700-31410-402320	5-GS98036
02/23/2016	791745	Rimrock Tire Inc	\$ 66.56	2110-31320-402320	5-97316
02/23/2016	791745	Rimrock Tire Inc	\$ 10.00	2110-31320-402320	5-97982
02/23/2016	791745	Rimrock Tire Inc	\$ 59.95	0100-51420-402320	5-97991
02/23/2016	791745	Rimrock Tire Inc	\$ 28.95	2110-31320-402320	5-97997
02/23/2016	791745	Rimrock Tire Inc	\$ 17.95	2110-31320-402320	5-98008
02/23/2016	791745	Rimrock Tire Inc	\$ 110.00	2110-31320-402320	5-98107
02/23/2016	791742	Carquest Auto Parts	\$ 17.67	5120-84000-402320	NONSTOCKING ITEMS-P.U.D.
02/23/2016	791742	Carquest Auto Parts	\$ 93.00	5020-73120-402320	NONSTOCKING ITEMS-P.U.D.
02/23/2016	791742	Carquest Auto Parts	\$ 336.74	5120-84000-402320	NONSTOCKING ITEMS-P.U.D.
02/23/2016	791742	Carquest Auto Parts	\$ 29.36	5020-75000-402410	snap ring pliers
02/23/2016	791742	Carquest Auto Parts	\$ 19.56	5120-85000-402410	snap ring pliers
02/23/2016	791742	Carquest Auto Parts	\$ 37.50	5120-84000-402320	NONSTOCKING ITEMS-P.U.D.
02/23/2016	791745	Rimrock Tire Inc	\$ 1,112.70	1500-21120-402320	5-GS97760
02/23/2016	791745	Rimrock Tire Inc	\$ 947.00	2110-31320-402320	5-96979

Check Date	Check	Name	Amount	Account	Item Desc
02/23/2016	791745	Rimrock Tire Inc	\$ 433.80	2110-31320-402320	5-97899
02/23/2016	791745	Rimrock Tire Inc	\$ 72.00	2110-31320-402320	5-97920
02/23/2016	791745	Rimrock Tire Inc	\$ 108.45	2110-31320-402320	5-97940
02/23/2016	791745	Rimrock Tire Inc	\$ 89.12	2110-31320-402320	5-97949
02/23/2016	791742	Carquest Auto Parts	\$ 804.73	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 299591
02/23/2016	791742	Carquest Auto Parts	\$ 37.51	5020-73120-402320	NONSTOCKING ITEMS-P.U.D.
02/23/2016	791742	Carquest Auto Parts	\$ 6.85	5020-73120-402320	NONSTOCKING ITEMS-P.U.D.
02/23/2016	791742	Carquest Auto Parts	\$ 96.47	5020-75000-402320	NONSTOCKING ITEMS-P.U.D.
02/23/2016	791742	Carquest Auto Parts	\$ 101.83	5020-75000-402320	NONSTOCKING ITEMS-P.U.D.
02/23/2016	791745	Rimrock Tire Inc	\$ 1,538.88	1500-22260-402320	5-GS98044
02/23/2016	791745	Rimrock Tire Inc	\$ 63.49	2110-31320-402320	5-98068
02/23/2016	791745	Rimrock Tire Inc	\$ 1,925.95	2110-31320-402320	5-98142
02/23/2016	791745	Rimrock Tire Inc	\$ 25.00	2110-31320-402320	5-98144
02/23/2016	791745	Rimrock Tire Inc	\$ 17.95	2110-31320-402320	5-98191
02/23/2016	791745	Rimrock Tire Inc	\$ 28.95	1500-22260-402320	5-98224
02/23/2016	791740	Billings Times, Inc.	\$ 27.20	0100-11000-403230	Administration
02/23/2016	791740	Billings Times, Inc.	\$ 156.80	0100-11000-403920	Administration
02/23/2016	791740	Billings Times, Inc.	\$ 20.80	0100-13130-403360	Administration
02/23/2016	791740	Billings Times, Inc.	\$ 56.10	5610-71100-403210	Airport
02/23/2016	791740	Billings Times, Inc.	\$ 9.20	5710-71410-403310	Airport
02/23/2016	791740	Billings Times, Inc.	\$ 16.80	1500-21700-403310	Animal Control
02/23/2016	791740	Billings Times, Inc.	\$ 36.80	2910-65010-403310	Community Development
02/23/2016	791740	Billings Times, Inc.	\$ 274.20	6700-31410-403310	Engineering
02/23/2016	791740	Billings Times, Inc.	\$ 52.00	6500-15670-402920	Facilities
02/23/2016	791740	Billings Times, Inc.	\$ 716.00	0100-15120-403210	Finance
02/23/2016	791740	Billings Times, Inc.	\$ 21.60	0100-15120-403310	Finance
02/23/2016	791740	Billings Times, Inc.	\$ 24.00	2600-55110-403290	Library
02/23/2016	791740	Billings Times, Inc.	\$ 79.70	5210-15210-403370	Parking
02/23/2016	791740	Billings Times, Inc.	\$ 231.40	2400-43010-403310	Planning
02/23/2016	791740	Billings Times, Inc.	\$ 16.10	2400-43010-403310	Planning
02/23/2016	791740	Billings Times, Inc.	\$ 169.00	0100-43210-402190	Planning
02/23/2016	791740	Billings Times, Inc.	\$ 19.20	2400-43010-403310	Planning
02/23/2016	791740	Billings Times, Inc.	\$ 34.40	2400-43010-403310	Planning
02/23/2016	791740	Billings Times, Inc.	\$ 572.00	1500-21500-403210	Police
02/23/2016	791740	Billings Times, Inc.	\$ 141.00	5020-73120-402190	Public Utilities
02/23/2016	791740	Billings Times, Inc.	\$ 67.80	5020-75000-403660	Public Utilities
02/23/2016	791740	Billings Times, Inc.	\$ 165.20	5120-85000-403660	Public Utilities
02/23/2016	791740	Billings Times, Inc.	\$ 49.60	5020-72110-403310	Public Works
02/23/2016	791740	Billings Times, Inc.	\$ 147.50	5710-71410-403310	Transit
02/23/2016	791740	Billings Times, Inc.	\$ 18.90	2400-43010-403310	Yellowstone County Board of Planning

Check Date	Check	Name	Amount	Account	Item Desc
02/23/2016	791742	Carquest Auto Parts	\$ 86.42	6200-19110-402320	1935-417814
02/23/2016	791742	Carquest Auto Parts	\$ 33.26	2110-31320-402320	air filters/sparkplugs for unit 1339
02/23/2016	791742	Carquest Auto Parts	\$ 63.00	5020-73120-402320	NONSTOCKING ITEMS-P.U.D.
02/23/2016	791742	Carquest Auto Parts	\$ 70.24	5120-85000-402320	NONSTOCKING ITEMS-P.U.D.
02/22/2016	791622	Dell Computer L P	\$ 1,631.15	0100-51210-402925	Dell Latitude E6540 Laptop Rec Division
02/22/2016	791712	SHI International Corp	\$ 344.61	6200-19110-402925	MS Office Pro 2016 Joyce IT
02/22/2016	791712	SHI International Corp	\$ 176.29	6600-31100-402925	MS Windows Server 2012 R2 Standard License Depot Server
02/22/2016	791712	SHI International Corp	\$ 411.34	6700-31410-402925	MS Windows Server 2012 R2 Standard License Depot Server
02/22/2016	791681	Montana Municipal Interlocal Authority	\$ 15,268.65	6300-17530-407311	Deductible Recovery Invoice #116003 February 2016
02/22/2016	791622	Dell Computer L P	\$ 2,195.18	6200-19130-402925	Dell Precision T7100 MT
02/22/2016	791622	Dell Computer L P	\$ 2,808.19	1500-21500-402925	Dell Precision T1700 MT
02/22/2016	791637	General Electric International Inc	\$ 29,610.00	5120-84300-403660	Preventive Maintenance - GE Power/Vac Breakers, Switchgear, and Protective Relays
02/22/2016	791721	Tire-Rama	\$ 780.00	5410-31220-402390	Tire repairs for garbage trucks
02/22/2016	791721	Tire-Rama	\$ 1,449.25	5410-31220-402390	Tire repairs for garbage trucks
02/22/2016	791721	Tire-Rama	\$ 689.00	5410-31220-402390	Tire repairs for garbage trucks
02/22/2016	791721	Tire-Rama	\$ 639.00	5410-31220-402390	recapped tires for the garbage trucks
02/22/2016	791721	Tire-Rama	\$ 160.00	5410-31220-402390	Tire repairs for the garbage trucks
02/22/2016	791712	SHI International Corp	\$ 10,720.00	6200-19110-409480	Kaspersky Select GOLD SUP 3 YR 1000 9/21/2015-9/21/2018
02/22/2016	791712	SHI International Corp	\$ (9,040.00)	6200-19110-409480	Credit Memo CR-229766 Kaspersky Endpoint Renewal 9/3/15
02/22/2016	791712	SHI International Corp	\$ 261.03	0100-13140-403665	Adobe Acrobat Standard DC 2015 & Media
02/22/2016	791657	John's Home & Yard Service	\$ 355.00	6500-15660-403990	Invoice #82225 Snow removal 11/25/2016
02/22/2016	791657	John's Home & Yard Service	\$ 355.00	6500-15660-403990	Inv. #82213 Snow removal 11/26/2015
02/22/2016	791657	John's Home & Yard Service	\$ 355.00	6500-15660-403990	Inv. #82491 Snow removal 12/15/2015
02/22/2016	791657	John's Home & Yard Service	\$ 355.00	6500-15660-403990	Inv. #82386 Snow removal 12/17/2015
02/22/2016	791657	John's Home & Yard Service	\$ 355.00	6500-15660-403990	Inv. #82627 Snow removal 12/20/2015
02/22/2016	791657	John's Home & Yard Service	\$ 160.00	6500-15660-403990	Inv. #82703 Snow removal 12/26/2015
02/22/2016	791657	John's Home & Yard Service	\$ 355.00	6500-15660-403990	Inv. #82748 Snow removal 12/29/2015
02/22/2016	791657	John's Home & Yard Service	\$ 355.00	6500-15660-403990	Inv. #82874 Snow removal 12/30/2015
02/22/2016	791657	John's Home & Yard Service	\$ 355.00	6500-15660-403990	Inv. #82981 Snow removal 1/8/2016
02/22/2016	791657	John's Home & Yard Service	\$ 355.00	6500-15660-403990	Inv. #83046 Snow removal 1/17/2016
02/22/2016	791657	John's Home & Yard Service	\$ 160.00	6500-15660-403990	Inv. #83172 Snow removal 1/18/2016
02/22/2016	791674	Miller Trois LLC	\$ 1,837.00	0100-43210-405311	I16-016490 PLANNING & COMMUNITY SERVICES MARCH 2016 RENT
02/22/2016	791674	Miller Trois LLC	\$ 6,029.00	2090-44510-405311	I16-016490 PLANNING & COMMUNITY SERVICES MARCH 2016 RENT

Check Date	Check	Name	Amount	Account	Item Desc
02/22/2016	791674	Miller Trois LLC	\$ 3,997.00	2400-43010-405311	I16-016490 PLANNING & COMMUNITY SERVICES MARCH 2016 RENT
02/22/2016	791674	Miller Trois LLC	\$ 4,734.00	2740-67800-405310	I16-016490 PLANNING & COMMUNITY SERVICES MARCH 2016 RENT
02/22/2016	791685	Morrison Maierle Inc	\$ 69.00	8400-31840-409310	WO 12-31 East End Industrial Storm Drain; Fund Trsfr from 8400 to 4260 \$341,887.60 4/20/2015
02/22/2016	791685	Morrison Maierle Inc	\$ 5,668.31	4260-31840-409310	WO 12-31 East End Industrial Storm Drain; Fund trsfr from 8400 to 4260 \$717,563.85
02/22/2016	791644	Hardy Construction Co.	\$ 103,291.85	5410-31220-409250	WO 15-38 Solid Waste CNG Short-Term Fueling Station
02/22/2016	791608	Business Tax Section	\$ 1,043.35	5410-31220-409250	WO 15-38 Solid Waste CNG Short-Term Fueling Station
02/22/2016	791709	Sanderson Stewart	\$ 59,982.48	5030-75910-409340	WO 16-07 I-90 Water System Loop
02/22/2016	791645	HDR, Inc.	\$ 1,017.47	8400-31840-403590	MS4 General Permit
02/22/2016	791689	MT Waterworks	\$ 909.56	5020-73120-402380	Milwaukee ips globe valve
02/22/2016	791623	Dept Of Natural Resources	\$ 24,000.00	5610-71100-405320	Invoice #SULS1601059. State Land Lease
02/22/2016	791689	MT Waterworks	\$ 121.20	5020-75000-404410	pvc water pipe
02/22/2016	791618	CTA Inc	\$ 16,492.21	4050-71250-409687	AIP-51 Concourse B Remodel - Design Federal Share
02/22/2016	791618	CTA Inc	\$ 1,832.47	4050-71250-409689	AIP-51 Concourse B Remodel - Design Local Share
02/22/2016	791685	Morrison Maierle Inc	\$ 4,220.01	4050-71250-409685	AIP-49 Construct Public Ramp North Side - Design - Federal Share
02/22/2016	791685	Morrison Maierle Inc	\$ 468.89	4050-71250-409686	AIP-49 Construct Public Ramp North Side - Design - Local Share
02/22/2016	791685	Morrison Maierle Inc	\$ 641.70	4050-71250-409685	AIP-49 Construct Public Ramp North Side - CA - Federal Share
02/22/2016	791685	Morrison Maierle Inc	\$ 71.30	4050-71250-409686	AIP-49 Construct Public Ramp North Side - CA - Local Share
02/22/2016	791685	Morrison Maierle Inc	\$ 10,873.80	4050-71250-409685	AIP 49 Pavement Condition Index Survey - Federal Share
02/22/2016	791685	Morrison Maierle Inc	\$ 1,208.20	4050-71250-409686	AIP 49 Pavement Condition Index Survey - Local Share
02/22/2016	791685	Morrison Maierle Inc	\$ 12,438.77	4050-71250-409685	Environmental Assessment Land Purchase - Federal
02/22/2016	791685	Morrison Maierle Inc	\$ 1,382.09	4050-71250-409686	Environmental Assessment Land Purchase - Local
02/22/2016	791685	Morrison Maierle Inc	\$ 12,408.12	4050-71250-409687	48" Micro Tunnel Under RW 10L/28R CA - Federal Share
02/22/2016	791685	Morrison Maierle Inc	\$ 1,378.68	4050-71250-409689	48" Micro Tunnel Under RW 10L/28R CA - Local Share
02/22/2016	791685	Morrison Maierle Inc	\$ 85,763.70	4050-71250-409687	AIP-50 Pond D Storm Water System - Design - Federal Share
02/22/2016	791685	Morrison Maierle Inc	\$ 9,529.30	4050-71250-409689	AIP-50 Pond D Storm Water System - Design - Local Share
02/22/2016	791735	Wilson Bros. Construction Inc	\$ 12,250.22	2050-31310-409310	SID 1382 Colton Blvd
02/22/2016	791735	Wilson Bros. Construction Inc	\$ 84,073.76	8400-31840-409310	SID 1382 Colton Blvd
02/22/2016	791735	Wilson Bros. Construction Inc	\$ 25,041.56	8400-31840-409310	SID 1382 Colton Blvd
02/22/2016	791605	Brannan Construction Company	\$ 150,414.44	4050-71250-409687	RW 10L/28R Storm Drain Tunnel Boring Project - Federal Share
02/22/2016	791605	Brannan Construction Company	\$ 16,712.72	4050-71250-409689	RW 10L/28R Storm Drain Tunnel Boring Project - Local Share
02/22/2016	791608	Business Tax Section	\$ 1,519.35	4050-71250-409687	RW 10L/28R Storm Drain Tunnel Boring Project - Federal Share
02/22/2016	791608	Business Tax Section	\$ 168.81	4050-71250-409689	RW 10L/28R Storm Drain Tunnel Boring Project - Local Share

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02/22/2016	791608	Business Tax Section	\$ 123.76	2050-31310-409310	SID 1382 Colton Blvd
02/22/2016	791608	Business Tax Section	\$ 849.22	8400-31840-409310	SID 1382 Colton Blvd
02/22/2016	791608	Business Tax Section	\$ 252.94	8400-31840-409310	SID 1382 Colton Blvd
02/22/2016	791694	NorthWestern Energy	\$ 84.90	5610-71130-403410	3085107-5. New Employee Parking Lot. February 2016
02/22/2016	791694	NorthWestern Energy	\$ 3,558.92	5610-71130-403410	0100483-7. Runway Lights. February 2016
02/22/2016	791694	NorthWestern Energy	\$ 2,335.35	5610-71130-403410	0100484-5. ARFF Facility. February 2016
02/22/2016	791694	NorthWestern Energy	\$ 90.02	5610-71130-403410	1647695-4. De Icer. February 2016
02/22/2016	791694	NorthWestern Energy	\$ 1,379.70	5610-71190-403410	1993430-6. Car Wash. February 2016
02/22/2016	791694	NorthWestern Energy	\$ 668.38	5610-71190-403410	2001846-1. Mud Wash. February 2016
02/22/2016	791694	NorthWestern Energy	\$ 380.39	5610-71190-403410	2001848-7. Detail Bay 1 Hertz. February 2016
02/22/2016	791694	NorthWestern Energy	\$ 292.59	5610-71190-403410	2001855-2. Detail Bay 2 National/Alamo. February 2016
02/22/2016	791694	NorthWestern Energy	\$ 225.18	5610-71190-403410	2001862-8. Detail Bay 3 Enterprise. February 2016
02/22/2016	791694	NorthWestern Energy	\$ 253.02	5610-71190-403410	2001865-1. Detail Bay 4 Avis/Budget. February 2016
02/22/2016	791694	NorthWestern Energy	\$ 126.33	5610-71190-403410	2001867-7. Detail Bay 5 Thrifty/Dollar. February 2016
02/22/2016	791694	NorthWestern Energy	\$ 39.22	5610-71170-403410	1138926-9. Aero Interiors. February 2016
02/22/2016	791694	NorthWestern Energy	\$ 705.55	5610-71170-403410	1669567-8. TSA Building. February 2016
02/22/2016	791694	NorthWestern Energy	\$ 279.28	5120-85000-403410	822 Shiloh Crossing blvd lift
02/22/2016	791614	Cmd Construction, Inc.	\$ 1,093.47	8400-31840-409310	WO 15-06 Poly Dr - 32nd St W to 38th St W
02/22/2016	791614	Cmd Construction, Inc.	\$ 208,915.51	8450-31860-409310	WO 15-06 Poly Dr - 32nd St W to 38th St W
02/22/2016	791614	Cmd Construction, Inc.	\$ 5,795.84	4470-31650-409311	WO 15-06 Poly Dr - 32nd St W to 38th St W
02/22/2016	791689	MT Waterworks	\$ 546.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 299857
02/22/2016	791608	Business Tax Section	\$ 11.04	8400-31840-409310	WO 15-06 Poly Dr - 32nd St W to 38th St W
02/22/2016	791608	Business Tax Section	\$ 2,110.26	8450-31860-409310	WO 15-06 Poly Dr - 32nd St W to 38th St W
02/22/2016	791608	Business Tax Section	\$ 58.54	4470-31650-409311	WO 15-06 Poly Dr - 32nd St W to 38th St W
02/22/2016	791670	Mailing Technical Services	\$ 158.28	5210-15210-403110	parking - special inserts only
02/22/2016	791670	Mailing Technical Services	\$ 727.69	0100-15120-403110	Finance
02/22/2016	791670	Mailing Technical Services	\$ 4,874.25	6050-15150-403110	Postage Fund (weekly bills)
02/22/2016	791645	HDR, Inc.	\$ 11,090.88	8450-31860-409310	WO 09-15 GRAND AVE/ZIMMERMAN TRAIL TO SHILOH RD
02/22/2016	791645	HDR, Inc.	\$ 25,433.92	8450-31860-409310	WO 09-15 Grand Avenue Zimmerman Trail to Shiloh Rd; CO#2 12/21/2015
02/22/2016	791631	Executive Cleaning Co Inc	\$ 1,395.25	6500-15660-403660	Inv. 50816
02/22/2016	791631	Executive Cleaning Co Inc	\$ 1,963.50	6500-15660-403660	Inv. 50817
02/22/2016	791693	NorthWestern Energy	\$ 11,899.56	2110-31320-403410	Signal Bills
02/22/2016	791693	NorthWestern Energy	\$ 494.49	8100-31830-403410	SILMD 008 ACCT# 0712544-6
02/22/2016	791693	NorthWestern Energy	\$ 506.32	8100-31830-403410	SILMD 009 ACCT# 0712545-3
02/22/2016	791693	NorthWestern Energy	\$ 1,393.86	8100-31830-403410	SILMD 010 ACCT# 0712546-1
02/22/2016	791693	NorthWestern Energy	\$ 4,259.25	8100-31830-403410	SILMD 013 ACCT# 0721276-4
02/22/2016	791693	NorthWestern Energy	\$ 2,050.25	8100-31830-403410	SILMD 014 ACCT# 0721277-2
02/22/2016	791693	NorthWestern Energy	\$ 1,215.25	8100-31830-403410	SILMD 017 ACCT# 0712553-7

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02/22/2016	791693	NorthWestern Energy	\$ 88.62	8100-31830-403410	SILMD 018 ACCT# 0712554-5
02/22/2016	791693	NorthWestern Energy	\$ 474.91	8100-31830-403410	SILMD 095 ACCT# 0712556-0
02/22/2016	791693	NorthWestern Energy	\$ 13,219.16	8100-31830-403410	SILMD 097 ACCT# 0712557-8
02/22/2016	791693	NorthWestern Energy	\$ 1,613.25	8100-31830-403410	SILMD 099 ACCT# 0712558-6
02/22/2016	791693	NorthWestern Energy	\$ 2,635.56	8100-31830-403410	SILMD 100 ACCT# 0712559-4
02/22/2016	791693	NorthWestern Energy	\$ 1,720.86	8100-31830-403410	SILMD 107 ACCT# 0712560-2
02/22/2016	791693	NorthWestern Energy	\$ 4,315.79	8100-31830-403410	SILMD 109 ACCT# 0712561-0
02/22/2016	791693	NorthWestern Energy	\$ 182.27	8100-31830-403410	SILMD 113 ACCT# 0712562-8
02/22/2016	791693	NorthWestern Energy	\$ 928.73	8100-31830-403410	SILMD 114 ACCT# 0712563-6
02/22/2016	791693	NorthWestern Energy	\$ 218.51	8100-31830-403410	SILMD 115 ACCT# 0712564-4
02/22/2016	791693	NorthWestern Energy	\$ 573.61	8100-31830-403410	SILMD 116 ACCT# 0712565-1
02/22/2016	791693	NorthWestern Energy	\$ 3,169.42	8100-31830-403410	SILMD 117 ACCT# 0712566-9
02/22/2016	791693	NorthWestern Energy	\$ 230.67	8100-31830-403410	SILMD 118 ACCT# 0712567-7
02/22/2016	791693	NorthWestern Energy	\$ 152.53	8100-31830-403410	SILMD 119 ACCT# 0712568-5
02/22/2016	791693	NorthWestern Energy	\$ 2,458.37	8100-31830-403410	SILMD 121 ACCT# 0712570-1
02/22/2016	791693	NorthWestern Energy	\$ 187.01	8100-31830-403410	SILMD 122 ACCT# 0712571-9
02/22/2016	791693	NorthWestern Energy	\$ 327.78	8100-31830-403410	SILMD 123 ACCT# 0712572-7
02/22/2016	791693	NorthWestern Energy	\$ 956.03	8100-31830-403410	SILMD 124 ACCT# 0712573-5
02/22/2016	791693	NorthWestern Energy	\$ 382.39	8100-31830-403410	SILMD 125 ACCT# 0712574-3
02/22/2016	791693	NorthWestern Energy	\$ 191.20	8100-31830-403410	SILMD 126 ACCT# 0712575-0
02/22/2016	791693	NorthWestern Energy	\$ 701.31	8100-31830-403410	SILMD 127 ACCT# 0712576-8
02/22/2016	791693	NorthWestern Energy	\$ 490.89	8100-31830-403410	SILMD 128 ACCT# 0712577-6
02/22/2016	791693	NorthWestern Energy	\$ 327.78	8100-31830-403410	SILMD 129 ACCT# 0712578-4
02/22/2016	791693	NorthWestern Energy	\$ 124.45	8100-31830-403410	SILMD 130 ACCT# 0712579-2
02/22/2016	791693	NorthWestern Energy	\$ 846.77	8100-31830-403410	SILMD 131 ACCT# 0712580-0
02/22/2016	791693	NorthWestern Energy	\$ 231.11	8100-31830-403410	SILMD 133 ACCT# 0712581-8
02/22/2016	791693	NorthWestern Energy	\$ 533.36	8100-31830-403410	SILMD 134 ACCT# 0712582-6
02/22/2016	791693	NorthWestern Energy	\$ 514.30	8100-31830-403410	SILMD 135 ACCT# 0712583-4
02/22/2016	791693	NorthWestern Energy	\$ 371.99	8100-31830-403410	SILMD 136 ACCT# 0712584-2
02/22/2016	791693	NorthWestern Energy	\$ 371.55	8100-31830-403410	SILMD 137 ACCT# 0712585-9
02/22/2016	791693	NorthWestern Energy	\$ 682.83	8100-31830-403410	SILMD 138 ACCT# 0712586-7
02/22/2016	791693	NorthWestern Energy	\$ 245.85	8100-31830-403410	SILMD 139 ACCT# 0712587-5
02/22/2016	791693	NorthWestern Energy	\$ 571.30	8100-31830-403410	SILMD 143 ACCT# 0712588-3
02/22/2016	791693	NorthWestern Energy	\$ 27.19	8100-31830-403410	SILMD 144 ACCT# 0712589-1
02/22/2016	791693	NorthWestern Energy	\$ 467.54	8100-31830-403410	SILMD 145 ACCT# 0712590-9
02/22/2016	791693	NorthWestern Energy	\$ 355.07	8100-31830-403410	SILMD 146 ACCT# 0712591-7
02/22/2016	791693	NorthWestern Energy	\$ 462.20	8100-31830-403410	SILMD 147 ACCT# 0712592-5
02/22/2016	791693	NorthWestern Energy	\$ 1,516.60	8100-31830-403410	SILMD 149 ACCT# 0712593-3
02/22/2016	791693	NorthWestern Energy	\$ 748.05	8100-31830-403410	SILMD 150 ACCT# 0712594-1
02/22/2016	791693	NorthWestern Energy	\$ 628.25	8100-31830-403410	SILMD 151 ACCT# 0712595-8

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02/22/2016	791693	NorthWestern Energy	\$ 4,277.14	8100-31830-403410	SILMD 152 ACCT# 0712596-6
02/22/2016	791693	NorthWestern Energy	\$ 537.66	8100-31830-403410	SILMD 153 ACCT# 0712597-4
02/22/2016	791693	NorthWestern Energy	\$ 1,215.58	8100-31830-403410	SILMD 154 ACCT# 0712598-2
02/22/2016	791693	NorthWestern Energy	\$ 491.69	8100-31830-403410	SILMD 155 ACCT# 0712599-0
02/22/2016	791693	NorthWestern Energy	\$ 911.70	8100-31830-403410	SILMD 157 ACCT# 0712600-6
02/22/2016	791693	NorthWestern Energy	\$ 792.14	8100-31830-403410	SILMD 158 ACCT# 0712601-4
02/22/2016	791693	NorthWestern Energy	\$ 1,087.30	8100-31830-403410	SILMD 159 ACCT# 0712602-2
02/22/2016	791693	NorthWestern Energy	\$ 710.20	8100-31830-403410	SILMD 160 ACCT# 0712603-0
02/22/2016	791693	NorthWestern Energy	\$ 1,051.94	8100-31830-403410	SILMD 161 ACCT# 0712604-8
02/22/2016	791693	NorthWestern Energy	\$ 60.63	8100-31830-403410	SILMD 162 ACCT# 0712605-5
02/22/2016	791693	NorthWestern Energy	\$ 665.91	8100-31830-403410	SILMD 163 ACCT# 0712606-3
02/22/2016	791693	NorthWestern Energy	\$ 374.03	8100-31830-403410	SILMD 164 ACCT# 0712607-1
02/22/2016	791693	NorthWestern Energy	\$ 874.08	8100-31830-403410	SILMD 165 ACCT# 0712608-9
02/22/2016	791693	NorthWestern Energy	\$ 233.78	8100-31830-403410	SILMD 167 ACCT# 0712609-7
02/22/2016	791693	NorthWestern Energy	\$ 561.04	8100-31830-403410	SILMD 171 ACCT# 0712610-5
02/22/2016	791693	NorthWestern Energy	\$ 533.38	8100-31830-403410	SILMD 172 ACCT# 0712611-3
02/22/2016	791693	NorthWestern Energy	\$ 1,168.83	8100-31830-403410	SILMD 173 ACCT# 0712612-1
02/22/2016	791693	NorthWestern Energy	\$ 981.81	8100-31830-403410	SILMD 174 ACCT# 0712613-9
02/22/2016	791693	NorthWestern Energy	\$ 327.26	8100-31830-403410	SILMD 175 ACCT# 0712614-7
02/22/2016	791693	NorthWestern Energy	\$ 43.30	8100-31830-403410	SILMD 176 ACCT# 0712615-4
02/22/2016	791693	NorthWestern Energy	\$ 257.14	8100-31830-403410	SILMD 178 ACCT# 0712616-2
02/22/2016	791693	NorthWestern Energy	\$ 514.30	8100-31830-403410	SILMD 179 ACCT# 0712617-0
02/22/2016	791693	NorthWestern Energy	\$ 350.65	8100-31830-403410	SILMD 180 ACCT# 0712618-8
02/22/2016	791693	NorthWestern Energy	\$ 1,666.23	8100-31830-403410	SILMD 181 ACCT# 0712619-6
02/22/2016	791693	NorthWestern Energy	\$ 584.42	8100-31830-403410	SILMD 182 ACCT# 0712620-4
02/22/2016	791693	NorthWestern Energy	\$ 1,168.84	8100-31830-403410	SILMD 183 ACCT# 0712621-2
02/22/2016	791693	NorthWestern Energy	\$ 374.03	8100-31830-403410	SILMD 184 ACCT# 0712622-0
02/22/2016	791693	NorthWestern Energy	\$ 140.27	8100-31830-403410	SILMD 185 ACCT# 0712623-8
02/22/2016	791693	NorthWestern Energy	\$ 622.94	8100-31830-403410	SILMD 186 ACCT# 0712624-6
02/22/2016	791693	NorthWestern Energy	\$ 210.43	8100-31830-403410	SILMD 187 ACCT# 0712625-3
02/22/2016	791693	NorthWestern Energy	\$ 280.52	8100-31830-403410	SILMD 188 ACCT# 0712626-1
02/22/2016	791693	NorthWestern Energy	\$ 233.78	8100-31830-403410	SILMD 189 ACCT# 0712627-9
02/22/2016	791693	NorthWestern Energy	\$ 1,215.58	8100-31830-403410	SILMD 190 ACCT# 0712628-7
02/22/2016	791693	NorthWestern Energy	\$ 417.66	8100-31830-403410	SILMD 191 ACCT# 0712629-5
02/22/2016	791693	NorthWestern Energy	\$ 303.88	8100-31830-403410	SILMD 192 ACCT# 0712630-3
02/22/2016	791693	NorthWestern Energy	\$ 748.05	8100-31830-403410	SILMD 193 ACCT# 0712631-1
02/22/2016	791693	NorthWestern Energy	\$ 257.78	8100-31830-403410	SILMD 194 ACCT# 0712632-9
02/22/2016	791693	NorthWestern Energy	\$ 214.81	8100-31830-403410	SILMD 195 ACCT# 0712633-7
02/22/2016	791693	NorthWestern Energy	\$ 68.91	8100-31830-403410	SILMD 196 ACCT# 0712634-5
02/22/2016	791693	NorthWestern Energy	\$ 68.91	8100-31830-403410	SILMD 197 ACCT# 0712635-2

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02/22/2016	791693	NorthWestern Energy	\$ 116.87	8100-31830-403410	SILMD 198 ACCT# 0712636-0
02/22/2016	791693	NorthWestern Energy	\$ 104.41	8100-31830-403410	SILMD 200 ACCT# 0712637-8
02/22/2016	791693	NorthWestern Energy	\$ 490.89	8100-31830-403410	SILMD 201 ACCT# 0712638-6
02/22/2016	791693	NorthWestern Energy	\$ 793.30	8100-31830-403410	SILMD 202 INV# 0712639-4
02/22/2016	791693	NorthWestern Energy	\$ 18.38	8100-31830-403410	SILMD 203 ACCT# 0712640-2
02/22/2016	791693	NorthWestern Energy	\$ 397.97	8100-31830-403410	SILMD 204 ACCT# 0712641-0
02/22/2016	791693	NorthWestern Energy	\$ 34.65	8100-31830-403410	SILMD 205 ACCT# 0712642-8
02/22/2016	791693	NorthWestern Energy	\$ 327.26	8100-31830-403410	SILMD 206 ACCT# 0712643-6
02/22/2016	791693	NorthWestern Energy	\$ 374.03	8100-31830-403410	SILMD 207 ACCT# 0712644-4
02/22/2016	791693	NorthWestern Energy	\$ 265.46	8100-31830-403410	SILMD 208 ACCT# 0712645-1
02/22/2016	791693	NorthWestern Energy	\$ 537.66	8100-31830-403410	SILMD 209 ACCT# 0712646-9
02/22/2016	791693	NorthWestern Energy	\$ 82.71	8100-31830-403410	SILMD 210 ACCT# 0712647-7
02/22/2016	791693	NorthWestern Energy	\$ 45.95	8100-31830-403410	SILMD 211 ACCT# 0712648-5
02/22/2016	791693	NorthWestern Energy	\$ 45.95	8100-31830-403410	SILMD 212 ACCT# 0712649-3
02/22/2016	791693	NorthWestern Energy	\$ 27.57	8100-31830-403410	SILMD 213 ACCT# 0712650-1
02/22/2016	791693	NorthWestern Energy	\$ 470.33	8100-31830-403410	SILMD 214 ACCT# 0712651-9
02/22/2016	791693	NorthWestern Energy	\$ 140.27	8100-31830-403410	SILMD 216 ACCT# 0712652-7
02/22/2016	791693	NorthWestern Energy	\$ 383.16	8100-31830-403410	SILMD 217 ACCT# 0712653-5
02/22/2016	791693	NorthWestern Energy	\$ 253.54	8100-31830-403410	SILMD 220 ACCT# 0712654-3
02/22/2016	791693	NorthWestern Energy	\$ 8.64	8100-31830-403410	SILMD 221 ACCT# 0712655-0
02/22/2016	791693	NorthWestern Energy	\$ 72.68	8100-31830-403410	SILMD 222 ACCT# 0712656-8
02/22/2016	791693	NorthWestern Energy	\$ 110.27	8100-31830-403410	SILMD 223 ACCT# 0712657-6
02/22/2016	791693	NorthWestern Energy	\$ 1,819.93	8100-31830-403410	SILMD 224 ACCT# 0712658-4
02/22/2016	791693	NorthWestern Energy	\$ 386.42	8100-31830-403410	SILMD 225 ACCT# 0712659-2
02/22/2016	791693	NorthWestern Energy	\$ 296.05	8100-31830-403410	SILMD 226 ACCT# 0712660-0
02/22/2016	791693	NorthWestern Energy	\$ 598.94	8100-31830-403410	SILMD 227 ACCT# 0712661-8
02/22/2016	791693	NorthWestern Energy	\$ 792.14	8100-31830-403410	SILMD 228 ACCT# 0712662-6
02/22/2016	791693	NorthWestern Energy	\$ 409.74	8100-31830-403410	SILMD 229 ACCT# 0712663-4
02/22/2016	791693	NorthWestern Energy	\$ 956.03	8100-31830-403410	SILMD 230 ACCT# 0712664-2
02/22/2016	791693	NorthWestern Energy	\$ 573.61	8100-31830-403410	SILMD 231 ACCT# 0712665-9
02/22/2016	791693	NorthWestern Energy	\$ 2,485.68	8100-31830-403410	SILMD 232 ACCT# 0712666-7
02/22/2016	791693	NorthWestern Energy	\$ 803.85	8100-31830-403410	SILMD 233 ACCT# 0712667-5
02/22/2016	791693	NorthWestern Energy	\$ 474.29	8100-31830-403410	SILMD 234 ACCT# 0712668-3
02/22/2016	791693	NorthWestern Energy	\$ 506.54	8100-31830-403410	SILMD 235 ACCT# 0712669-1
02/22/2016	791693	NorthWestern Energy	\$ 161.10	8100-31830-403410	SILMD 236 ACCT# 0712670-9
02/22/2016	791693	NorthWestern Energy	\$ 397.41	8100-31830-403410	SILMD 237 ACCT# 0712671-7
02/22/2016	791693	NorthWestern Energy	\$ 14.80	8100-31830-403410	SILMD 238 ACCT# 0712672-5
02/22/2016	791693	NorthWestern Energy	\$ 93.50	8100-31830-403410	SILMD 239 ACCT# 0712673-3
02/22/2016	791693	NorthWestern Energy	\$ 386.66	8100-31830-403410	SILMD 240 ACCT# 0712674-1
02/22/2016	791693	NorthWestern Energy	\$ 615.06	8100-31830-403410	SILMD 241 ACCT# 0712675-8

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02/22/2016	791693	NorthWestern Energy	\$ 81.94	8100-31830-403410	SILMD 242 ACCT# 0712676-6
02/22/2016	791693	NorthWestern Energy	\$ 109.25	8100-31830-403410	SILMD 244 ACCT# 0712677-4
02/22/2016	791693	NorthWestern Energy	\$ 85.71	8100-31830-403410	SILMD 245 ACCT# 0712678-2
02/22/2016	791693	NorthWestern Energy	\$ 327.78	8100-31830-403410	SILMD 246 ACCT# 0712679-0
02/22/2016	791693	NorthWestern Energy	\$ 1,153.13	8100-31830-403410	SILMD 247 ACCT# 0712680-8
02/22/2016	791693	NorthWestern Energy	\$ 2,442.75	8100-31830-403410	SILMD 248 ACCT# 0712681-6
02/22/2016	791693	NorthWestern Energy	\$ 2,704.20	8100-31830-403410	SILMD 249 ACCT# 0718734-7
02/22/2016	791693	NorthWestern Energy	\$ 221.24	8100-31830-403410	SILMD 250 ACCT# 0719001-0
02/22/2016	791693	NorthWestern Energy	\$ 3,885.19	8100-31830-403410	SILMD 251 ACCT# 0718801-4
02/22/2016	791693	NorthWestern Energy	\$ 546.31	8100-31830-403410	SILMD 252 ACCT# 0719162-0
02/22/2016	791693	NorthWestern Energy	\$ 1,918.31	8100-31830-403410	SILMD 253 ACCT# 0719644-7
02/22/2016	791693	NorthWestern Energy	\$ 145.37	8100-31830-403410	SILMD 254 ACCT# 0719763-5
02/22/2016	791693	NorthWestern Energy	\$ 161.19	8100-31830-403410	SILMD 255 ACCT# 0720813-5
02/22/2016	791693	NorthWestern Energy	\$ 848.42	8100-31830-403410	SILMD 257 ACCT# 0720360-7
02/22/2016	791693	NorthWestern Energy	\$ 2,582.28	8100-31830-403410	SILMD 258 ACCT# 0720606-3
02/22/2016	791693	NorthWestern Energy	\$ 26.29	8100-31830-403410	SILMD 259 ACCT# 1301786-8
02/22/2016	791693	NorthWestern Energy	\$ 1,339.98	8100-31830-403410	SILMD 259 ACCT# 0720810-1
02/22/2016	791693	NorthWestern Energy	\$ 491.69	8100-31830-403410	SILMD 261 ACCT# 0720705-3
02/22/2016	791693	NorthWestern Energy	\$ 3,103.84	8100-31830-403410	SILMD 262 ACCT# 0720937-2
02/22/2016	791693	NorthWestern Energy	\$ 941.08	8100-31830-403410	SILMD 263 ACCT# 0720716-0
02/22/2016	791693	NorthWestern Energy	\$ 158.58	8100-31830-403410	SILMD 264 ACCT# 0721427-3
02/22/2016	791693	NorthWestern Energy	\$ 345.14	8100-31830-403410	SILMD 265 ACCT# 0721556-9
02/22/2016	791693	NorthWestern Energy	\$ 50.75	8100-31830-403410	SILMD 266 ACCT# 0721684-9
02/22/2016	791693	NorthWestern Energy	\$ 75.17	8100-31830-403410	SILMD 269 ACCT# 0833098-7
02/22/2016	791693	NorthWestern Energy	\$ 422.92	8100-31830-403410	SILMD 270 ACCT# 0906944-4
02/22/2016	791693	NorthWestern Energy	\$ 989.47	8100-31830-403410	SILMD 271 ACCT# 0995095-7
02/22/2016	791693	NorthWestern Energy	\$ 2,771.50	8100-31830-403410	SILMD 272 ACCT# 0905005-5
02/22/2016	791693	NorthWestern Energy	\$ 198.94	8100-31830-403410	SILMD 273 ACCT# 0926386-4
02/22/2016	791693	NorthWestern Energy	\$ 64.44	8100-31830-403410	SILMD 274 ACCT# 0907926-0
02/22/2016	791693	NorthWestern Energy	\$ 464.90	8100-31830-403410	SILMD 276 ACCT# 0961926-3
02/22/2016	791693	NorthWestern Energy	\$ 813.60	8100-31830-403410	SILMD 277 ACCT# 1058710-3
02/22/2016	791693	NorthWestern Energy	\$ 204.06	8100-31830-403410	SILMD 278 ACCT# 1087619-1
02/22/2016	791693	NorthWestern Energy	\$ 60.80	8100-31830-403410	SILMD 279 ACCT# 1124127-0
02/22/2016	791693	NorthWestern Energy	\$ 706.60	8100-31830-403410	SILMD 280 ACCT# 1045653-1
02/22/2016	791693	NorthWestern Energy	\$ 64.44	8100-31830-403410	SILMD 281 ACCT# 1079722-3
02/22/2016	791693	NorthWestern Energy	\$ 370.01	8100-31830-403410	SILMD 283 ACCT# 1172743-5
02/22/2016	791693	NorthWestern Energy	\$ 335.21	8100-31830-403410	SILMD 285 ACCT# 1206985-2
02/22/2016	791693	NorthWestern Energy	\$ 234.39	8100-31830-403410	SILMD 286 ACCT# 1296582-8
02/22/2016	791693	NorthWestern Energy	\$ 136.57	8100-31830-403410	SILMD 287 ACCT# 1246537-3
02/22/2016	791693	NorthWestern Energy	\$ 1,629.57	8100-31830-403410	SILMD 288 ACCT# 1303978-9

Check Date	Check	Name	Amount	Account	Item Desc
02/22/2016	791693	NorthWestern Energy	\$ 215.38	8100-31830-403410	SILMD 289 ACCT# 1685375-6
02/22/2016	791693	NorthWestern Energy	\$ 145.16	8100-31830-403410	SILMD 290 ACCT# 1433921-2
02/22/2016	791693	NorthWestern Energy	\$ 600.95	8100-31830-403410	SILMD 292 ACCT# 1481532-8
02/22/2016	791693	NorthWestern Energy	\$ 233.78	8100-31830-403410	SILMD 293 ACCT# 1481534-4
02/22/2016	791693	NorthWestern Energy	\$ 467.54	8100-31830-403410	SILMD 294 ACCT# 1481535-1
02/22/2016	791693	NorthWestern Energy	\$ 109.25	8100-31830-403410	SILMD 295 ACCT# 1481536-9
02/22/2016	791693	NorthWestern Energy	\$ 1,238.96	8100-31830-403410	SILMD 296 ACCT# 1481537-7
02/22/2016	791693	NorthWestern Energy	\$ 210.40	8100-31830-403410	SILMD 297 ACCT# 1481539-3
02/22/2016	791693	NorthWestern Energy	\$ 187.01	8100-31830-403410	SILMD 298 ACCT# 1481540-1
02/22/2016	791693	NorthWestern Energy	\$ 397.36	8100-31830-403410	SILMD 300 ACCT# 1662840-6
02/22/2016	791693	NorthWestern Energy	\$ 1,762.08	8100-31830-403410	SILMD 301 ACCT# 1687005-7
02/22/2016	791693	NorthWestern Energy	\$ 282.07	8100-31830-403410	SILMD 302 ACCT# 1607534-3
02/22/2016	791693	NorthWestern Energy	\$ 944.86	8100-31830-403410	SILMD 305 ACCT# 1695873-8
02/22/2016	791693	NorthWestern Energy	\$ 281.94	8100-31830-403410	SILMD 306 ACCT# 1740353-6
02/22/2016	791693	NorthWestern Energy	\$ 3,235.54	8100-31830-403410	SILMD 307 ACCT# 2049005-8
02/22/2016	791693	NorthWestern Energy	\$ 0.20	8100-31830-403410	SILMD 308 ACCT# 2072459-7
02/22/2016	791693	NorthWestern Energy	\$ 407.54	8100-31830-403410	SILMD 309 ACCT# 2001311-6
02/22/2016	791693	NorthWestern Energy	\$ 417.04	8100-31830-403410	SILMD 310 ACCT# 2060519-2
02/22/2016	791693	NorthWestern Energy	\$ 291.13	8100-31830-403410	SILMD 311 ACCT# 3014475-2
02/22/2016	791693	NorthWestern Energy	\$ 253.76	8100-31830-403410	SILMD 312 ACCT# 3146127-0
02/22/2016	791693	NorthWestern Energy	\$ 60.56	8100-31830-403410	SILMD 317 Acct# 3253826-6
02/22/2016	791693	NorthWestern Energy	\$ 53.16	8100-31830-403410	SILMD 320 Acct# 0712569-3
02/22/2016	791724	Town & Country Supply Association	\$ 64.71	1500-22260-402310	218758: FIRE 6 DIESEL BLENDED DELIVERED 2/15/2016
02/22/2016	791724	Town & Country Supply Association	\$ 203.34	1500-22260-402310	218759: FIRE 1 DIESEL BLENDED DELIVERED 2/15/2016
02/22/2016	791724	Town & Country Supply Association	\$ 493.05	1500-22260-402310	218759: FIRE 1 - UNLEADED DELIVERED 2/15/2016
02/22/2016	791724	Town & Country Supply Association	\$ 138.64	1500-22260-402310	218760 FIRE2 - BLENDED DIESEL DELIVERED 2/15/2016
02/22/2016	791724	Town & Country Supply Association	\$ 79.55	1500-22260-402310	218761 FIRE 3 - BLENDED DIESEL DELIVERED 2/15/2016
02/22/2016	791724	Town & Country Supply Association	\$ 160.77	1500-22310-402310	218762 FIRE 5 - BLENDED DIESEL DELIVERED 2/15/2016
02/22/2016	791728	US Conference Of Mayors	\$ 9,181.00	0100-11000-403350	USCM 2016 Membership Inv. 45934
02/22/2016	791684	Montana State Fireman's Assoc	\$ 3,331.50	9000-00000-209924	Payroll Summary
02/22/2016	791650	Iaff	\$ 4,429.95	9000-00000-209920	Payroll Summary
02/22/2016	791688	MPPA Montana Police Protective Association	\$ 2,505.73	9000-00000-209923	Payroll Summary

Check Date	Check	Name	Amount	Account	Item Desc
02/22/2016	791678	Montana CSED	\$ 3,962.09	9000-00000-209926	Payroll Summary
02/22/2016	791618	CTA Inc	\$ 769.91	6300-17530-407310	CTA Services to BOC Salt Barn damaged by winds on 6/19/2015 Inv. 120919
02/22/2016	791618	CTA Inc	\$ 6,171.59	6300-17530-407310	CTA Services to BOC Salt Barn damaged by winds on 6/19/2015
02/22/2016	791724	Town & Country Supply Association	\$ 7,876.80	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 299858
02/22/2016	791689	MT Waterworks	\$ 1,199.22	5020-00000-141000	SYSTEMS PO NUM 299861
02/22/2016	791724	Town & Country Supply Association	\$ 4,989.00	5710-00000-141000	BUS MET PO NUM 299893
02/22/2016	791724	Town & Country Supply Association	\$ 3,748.76	6010-00000-141000	218015 PO NUM 299898
02/22/2016	791639	Gillig Corporation	\$ 3,773.00	5710-71440-402320	AUTO &TRUCK MAINT.ITEMS
02/22/2016	791673	Midland West Manufacturing Co	\$ 2,640.00	5410-31220-402320	16113
02/22/2016	791725	Tractor & Equipment Co.	\$ 2,044.46	2110-31320-402320	BLW00164606
02/22/2016	791725	Tractor & Equipment Co.	\$ 252.95	2110-31320-402320	BLW00164607
02/22/2016	791725	Tractor & Equipment Co.	\$ 2,563.39	5410-31220-402320	BLW00164757
02/22/2016	791694	NorthWestern Energy	\$ 44.06	0100-51270-403410	0712387-0
02/22/2016	791694	NorthWestern Energy	\$ 157.34	0100-51220-403410	0712536-2
02/22/2016	791694	NorthWestern Energy	\$ 41.49	0100-51220-403410	0720818-4
02/22/2016	791694	NorthWestern Energy	\$ 75.56	0100-51260-403410	0720821-8
02/22/2016	791694	NorthWestern Energy	\$ 1,828.05	5020-74000-403410	0722264-9
02/22/2016	791694	NorthWestern Energy	\$ 9.40	0100-51120-403410	0722287-0
02/22/2016	791694	NorthWestern Energy	\$ 3,665.38	5020-74000-403410	0723040-2
02/22/2016	791694	NorthWestern Energy	\$ 84.94	0100-51120-403410	0723045-1
02/22/2016	791694	NorthWestern Energy	\$ 40.33	5020-74000-403410	0723059-2
02/22/2016	791694	NorthWestern Energy	\$ 609.77	1500-22210-403410	0871546-8
02/22/2016	791694	NorthWestern Energy	\$ 127.72	0100-51120-403410	0925496-2
02/22/2016	791694	NorthWestern Energy	\$ 536.65	6500-15660-403410	0975808-7
02/22/2016	791694	NorthWestern Energy	\$ 705.84	5020-74000-403410	1116452-2
02/22/2016	791694	NorthWestern Energy	\$ 912.69	6500-15660-403410	1160802-3
02/22/2016	791694	NorthWestern Energy	\$ 2,962.45	6500-15660-403410	1160804-9
02/22/2016	791694	NorthWestern Energy	\$ 3,199.58	6500-15660-403410	1269391-7
02/22/2016	791694	NorthWestern Energy	\$ 0.20	2110-31320-403410	1740357-7
02/22/2016	791694	NorthWestern Energy	\$ 0.52	2110-31320-403410	1748896-6
02/22/2016	791694	NorthWestern Energy	\$ 35.29	0100-51120-403410	1836666-6
02/22/2016	791658	Johnson's Welding	\$ 4,729.21	1500-22240-402450	CUSTOM WELDING: FIRE/BURN BLDG DEC 7 2016 THRU FEB 16 2016

Check Date	Check	Name	Amount	Account	Item Desc
02/22/2016	791618	CTA Inc	\$ 2,064.00	6300-17530-407310	CTA Services to BOC Salt Barn damaged by winds on 6/19/2015 Inv. 120923
02/22/2016	791668	Lenovo (United States) Inc	\$ 8,260.00	6200-19110-409480	(28)00MJ145 600 GB Hard Drives Quote 152168361
02/22/2016	791652	Insight	\$ 4,205.35	1500-22270-402481	(1)CF-3110681CM Panasonic CF-31
02/22/2016	791652	Insight	\$ 413.27	1500-22270-402481	(1) CF-SVCLTNF4Y Panasonic Protection Plus
02/22/2016	791652	Insight	\$ 735.27	1500-22270-402481	(1) CF-H-PAN-112-2P Toughbook Docking Station
02/22/2016	791706	Qwest Communications	\$ 49.34	5710-71470-403450	Qwest 406-245-1789 Transit STS
02/22/2016	791706	Qwest Communications	\$ 53.40	2250-22320-403450	Qwest 406-245-2296 911 Qwest
02/22/2016	791706	Qwest Communications	\$ 45.65	2250-22320-403450	Qwest 406-245-3107 911 Qwest
02/22/2016	791706	Qwest Communications	\$ 45.65	2250-22320-403450	Qwest 406-245-3108 911 Qwest
02/22/2016	791706	Qwest Communications	\$ 39.44	5020-74000-403450	Qwest 406-245-3659 PUD Alarm Water Tower
02/22/2016	791706	Qwest Communications	\$ 45.66	5610-71150-403450	Qwest 406-245-5834 Airport Alarm
02/22/2016	791706	Qwest Communications	\$ 119.32	1500-22250-403450	Qwest 406-245-7469 Fire
02/22/2016	791706	Qwest Communications	\$ 45.66	1500-21110-403450	Qwest 406-245-7481 Police
02/22/2016	791706	Qwest Communications	\$ 228.20	6060-19310-403450	Qwest 406-248-3049 Main System T1 City/County Tie
02/22/2016	791706	Qwest Communications	\$ 311.26	6070-22350-403450	Qwest 406-248-3635 Fire Airport Radio Tower WCK
02/22/2016	791706	Qwest Communications	\$ 311.26	6070-22350-403450	Qwest 406-248-3636 Fire Airport Radio Tower Jellison
02/22/2016	791706	Qwest Communications	\$ 51.61	6010-15500-403450	Qwest 406-256-5047 Motor Pool
02/22/2016	791706	Qwest Communications	\$ 50.01	5610-71140-403450	Qwest 406-256-7070 Airport
02/22/2016	791706	Qwest Communications	\$ 33.40	5120-85000-403450	Qwest 406-259-2328 PUD Sahara Sand Lift Station
02/22/2016	791706	Qwest Communications	\$ 49.34	2110-31320-403450	Qwest 406-259-3298 PW Traffic 3728 McDougall
02/22/2016	791706	Qwest Communications	\$ 57.91	6600-31100-403450	Qwest 406-259-7758 Measured Lines Depot
02/22/2016	791706	Qwest Communications	\$ 86.85	6700-31410-403450	Qwest 406-259-7758 Measured Lines Depot
02/22/2016	791706	Qwest Communications	\$ 118.32	1500-22250-403450	Qwest 406-373-3742 Fire RR Crossing Alarm
02/22/2016	791706	Qwest Communications	\$ 47.98	2250-22320-403450	Qwest 406-651-0282 Fire 5 911 Line
02/22/2016	791706	Qwest Communications	\$ 33.36	2400-43010-407214	Qwest 406-656-9578 Planning Traffic Central Broadwater
02/22/2016	791706	Qwest Communications	\$ 33.36	2400-43010-407214	Qwest 406-656-9604 Planning Traffic Central 9th
02/22/2016	791706	Qwest Communications	\$ 54.68	5610-71170-403450	Qwest 406-256-6014 Airport P9 Building
02/22/2016	791706	Qwest Communications	\$ 311.26	2250-22320-403450	Qwest 406-245-7101 9-1-1 Center Landfill #2
02/22/2016	791706	Qwest Communications	\$ 311.26	2250-22320-403450	Qwest 406-245-7102 9-1-1 Center Fox Reservoir #2
02/22/2016	791706	Qwest Communications	\$ 49.34	5410-31230-403450	Qwest 406-256-7001 Solid Waste Scale House 5410 31230 403450

Regular City Council Meeting

Meeting Date: 03/14/2016

TITLE: Special Review 938-3104 Boulder Avenue - Return Item

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

This is a special review request to construct two triplexes and two fourplexes on Lot 6, Wolf Subdivision, in a Residential 6,000 (R-60) zone on a 38,379 square foot parcel of land generally located at 3104 Boulder Avenue. The Zoning Commission conducted a public hearing on February 2, 2016 and forwarded a recommendation of conditional approval to the City Council. The City Council conducted a public hearing on February 22, 2016. The City Council did not act on the application and continued the public hearing to its meeting on March 14 to allow additional review of an amended site plan submitted by the applicant between the Zoning Commission meeting and the City Council meeting. The recommendation by the Zoning Commission included a version of the site plan that had been available to the public prior to the Commission meeting. However, the applicant, in an effort to mitigate the neighborhood concerns voiced at the Commission meeting, submitted a revised site plan prior to the City Council meeting and asked that the Council consider the amended site plan.

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

The Planning Division reviewed this application and recommended conditional approval to the Zoning Commission. The Zoning Commission concurred with this recommendation. 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 criterion because the property is in a district that allows multifamily dwellings by special review. The site plan submitted indicates the

proposed buildings would meet all required setbacks, building height and lot coverage limitations. The application conforms to the second criterion because it meets the purposes of the zoning regulations and goals and policies of the 2008 Growth Policy. The application conforms in part to the third criterion, and conditions of approval are recommended to mitigate potential impacts to surrounding property and bring the application into full conformance with the third criterion. The Zoning Commission recommended the conditions for this special review below based on the approval criteria for special review uses. Although the applicant submitted a revised site plan after the Zoning Commission meeting, staff has determined that the revisions to the site plan do not affect the original conditions of approval recommended by the Zoning Commission and no additional conditions are recommended.

Recommended Conditions:

1. The special review approval is for the two triplexes and two fourplexes on Lot 6, of Wolf Subdivision, a 38,379 square foot parcel of land located at 3104 Boulder Avenue (14 dwelling units total). No other use or development is intended or implied by this approval.
2. Any expansion in gross floor area of the proposed buildings or off-street parking greater than 10 percent of what is shown on the submitted site plan will require an additional special review approval.
3. 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 15 feet above grade.
4. All proposed drive approaches will be reviewed by City Traffic Engineering for final approval and location.
5. No construction activity will occur before 7 am or after 8 pm daily.
6. Prior to Building Permits being issued, a Master Site Plan Review must be submitted to the Planning Division and approved for the project.
7. The site will be developed in substantial conformance with the submitted site plan including landscaping, parking and building locations, and so there is not vehicular access between Colton Boulevard and Boulder Avenue. Installation of a minimum of 4 trees at each private street entrance on Boulder Avenue and Colton Boulevard is required to provide some buffering between properties and to be consistent with existing landscaping along the streets in the area. Mature trees that exists at the Boulder Avenue frontage may be preserved and counted toward the 4 tree total in this area. 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).
8. A trash receptacle must be provided with a three sided site obscuring fence and a closing gate.
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.

Further, the City Council shall consider and may impose modifications or conditions concerning, but not limited to, the following Special Review evaluation criteria:

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.

FINANCIAL IMPACT

If the special review is approved, Master Site Plan application fees and City Building permit fees will be paid at the time permits are submitted and will cover the cost of those permitting services. Development of the property will add taxable value to the City's tax base after the project is constructed.

BACKGROUND

The city requires a special review for this use in the R-60 zoning district. The applicant is proposing to construct a total of 14 units on property that fronts Boulder Avenue on the north and Colton Boulevard on the south. Each unit will be two stories and consist of either three or four bedrooms with an attached single car garage. The property is currently vacant. There are several large, existing multi-family developments on Boulder Avenue as well as the north side of Colton Boulevard. The applicant will be responsible for street improvements along Boulder Avenue as required by the City Engineering Division. The most current submitted site plan shows one drive approach from Colton Boulevard and one from Boulder Avenue.

This property is in close proximity to Boulder Elementary School, which is at the west end of Boulder Avenue and Colton Boulevard. During school hours, heavy vehicle and pedestrian traffic moves along Boulder Avenue, Colton Boulevard and 32nd Street West (the street fronting Boulder Elementary School). The traffic congestion leads drivers to drop off students along Boulder Avenue and Colton Boulevard and avoid the traffic directly in front of the school. Drivers look for ways to exit the area as quickly as possible. Planning and Engineering staff had concerns with the applicant's original development proposal that included a very wide, unobstructed thoroughfare (driveway) connecting Boulder Avenue and Colton Boulevard. This would have provided a cut-across for school traffic to exit the area and negatively affect safety of drivers and pedestrians within this development and on the surrounding streets. Planning staff, in consultation with the Engineering Division and Fire Department staff, suggested modification to the site plan to separate the development into a north neighborhood and south neighborhood with only a pedestrian connection to eliminate cut-through traffic in the development, discourage school pick up and drop off traffic at the entrances to the development, and increase the safety of residents of the development. The site plan reviewed by the Zoning Commission and the most current site plan submitted to the City Council both do not allow for cut-through traffic.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on February 2, 2016, and received the staff report and recommendation as well as testimony from the applicants and their agent. Two surrounding property owner also provided comment to the Zoning Commission. Additional information provided by staff to the Zoning Commission included five letters in opposition to the project. The letters in opposition included concerns for safety, increased vehicle traffic, noise, lighting and parking.

The Commissioners asked staff if the property was developed with the five duplexes allowed by right in the Residential-6000 zoning district, would there be a way to restrict the through driveway from Colton Boulevard to Boulder Avenue. Staff stated the development would have had to still go through the Master Site Plan Review and this issue would have been addressed and staff would have made the same recommendation to the applicant, but the formal condition process under special review would not have been in place.

The public hearing was opened and the Commissioners asked several questions of the applicant. The Commissioners asked if the applicant had considered developing the site with additional parking spaces to help eliminate on street parking issues; if the project would be rented units or if this would become a townhome complex with a homeowner's association; how the mail boxes would be provided; if the Solid Waste Division had been contacted about providing service at that location for a dumpster; if there would be a screening fence or buffer between the properties to the east and west; and if the application was not granted whether the owner would develop the property with the allowed duplex units.

Mr. McDowell stated the applicant is considering adding additional parking spaces, but had not finalized that on a site plan and the project meets parking requirements of the City. He stated the current plan is to construct the units as rentals but they could be considered for townhome ownership in the future. He said this had not been decided. Mr. McDowell also stated a central off-street mail box unit will be provided for both the north and south section. He said Solid Waste had not confirmed it could provide individual cans for curbside service and the applicant would be willing to work with staff on the condition for the trash enclosure if the curbside service is not allowed. He also said the applicant did plan to construct a privacy fence on the east and west property lines. He stated the applicant had not considered the duplex option, but would develop the property with a new design if the special review was denied and they had no other option.

Two surrounding property owners, Maurine and Charles Ernest of 3155 Fairmeadow Drive, spoke in opposition to the project. They stated there is very busy traffic in the area and they were concerned about increased traffic, parking on the streets, lighting, noise, and safety. They were also concerned with the snow removal. They stated that they live on the south side of Colton Boulevard and they would prefer the south entrance to the project be eliminated and a landscape buffer installed instead.

Mr. McDowell provided rebuttal testimony. He explained the applicant could not close off the south entrance due to the lot width and also adhere to the Fire Department requirements for safe access. He stated it appeared many of the issues with traffic were with existing conditions in the neighborhood and the design of the project should help mitigate its impacts. He stated the development of this property would not significantly affect these areas of concern.

Commission Member Dennis Ulvestad made a motion to recommend denial of the special review. The motion died for a lack of a second. Commission Member Michael Larson made a motion to recommend conditional approval with staff recommended conditions, including the

amendment to Condition #7 recognizing the amended site plan, and adoption of the findings of the 3 criteria. The motion was seconded by Commission Member Mike Boyett. The motion was approved on a 4-1 vote with Dennis Ulvestad voting against the motion.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

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

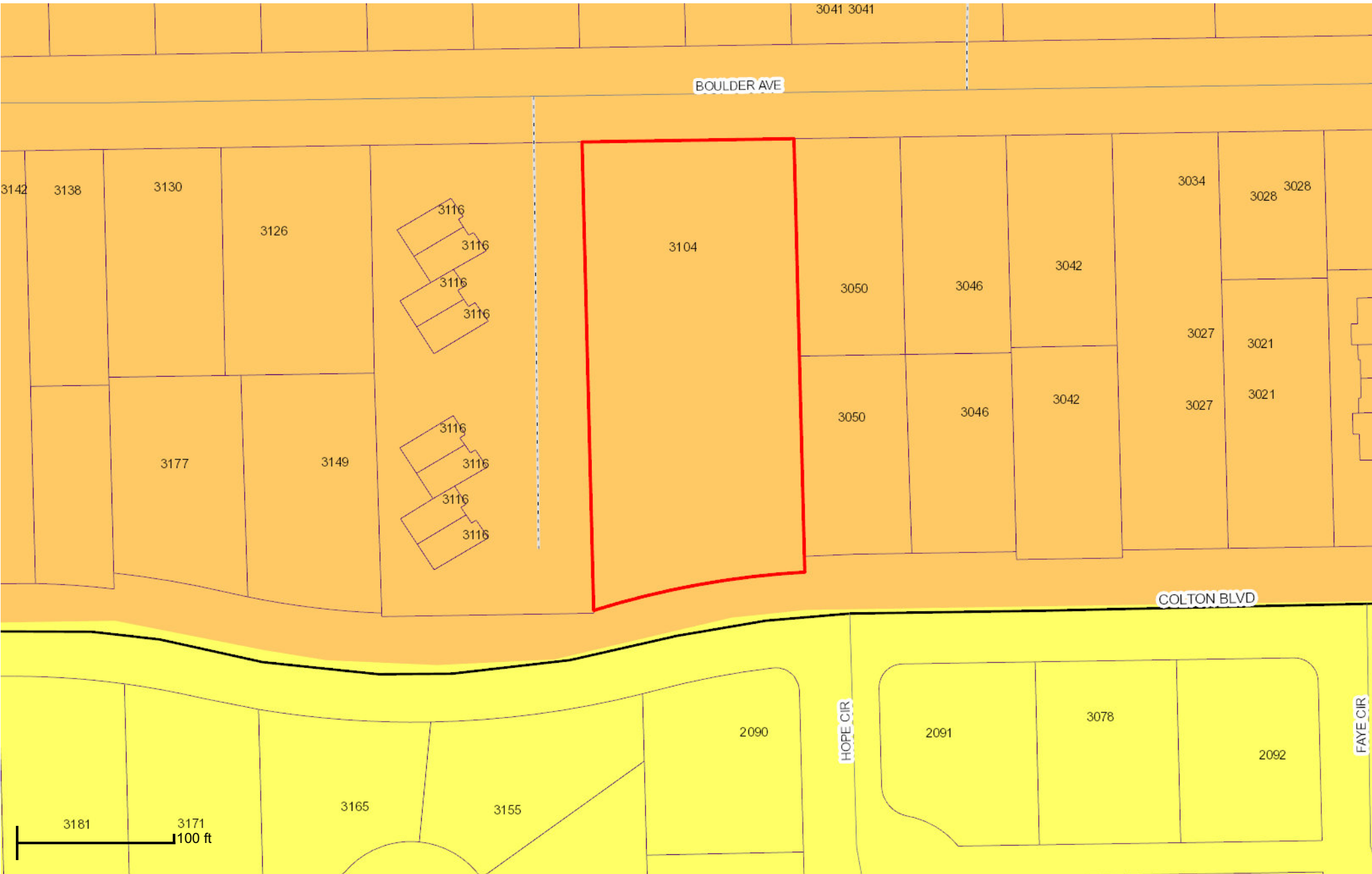
RECOMMENDATION

The Zoning Commission recommends conditional approval and adoption of the findings of the 3 criteria for Special Review 938 on a 4-1 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Zoning Map & Site Photos
Applicant Letter
Site Plan Approved By ZC
SitePlan Amended for CC
Neighbor Letters & Photos



Attachment
Site photos



Subject Property – View from Colton Blvd.



View east on Colton Blvd.

Attachment continued
Site photos



View south of the subject property



View west on Colton Blvd.

Attachment continued
Site photos



Subject property looking south from Boulder Ave.



Looking east on Boulder Ave.

Attachment continued
Site photos



Looking west on Boulder Ave.



01/04/16

Planning & Community Services Department
2825 3rd Avenue North
4th Floor
Billings, Mt. 59101

RE: Request for Special Review For
Colton Townhomes
3104 Boulder Avenue
Billings, MT 59102

1.
 - A. *In what ways is your proposal consistent with the goals and policies of the adopted Growth Policy?*

Land Use Element 1

- *Issue: Neighborhoods are experiencing pressures from new development and land use changes.*
- *Goal: Predictable land use decisions that are consistent with neighborhood character and preferred land use patterns identified in neighborhood plans.*

The proposed 14 unit development is consistent with the surrounding neighborhood. The proposed project will create additional housing in an area of town that greatly needs it.

Land Use Element 11

- *Issue: Neighborhoods provide the character and strength of the community and the quality of neighborhoods should be preserved.*
- *Goal: Preserve neighborhood character and quality of life.*

The proposed development will be a positive addition to the neighborhood. The new buildings will be aesthetically appealing and the landscaping will provide a greater quality of life for the surrounding neighborhood.

Aesthetic Element 1

- *Issue: There are areas in the City and County that are unattractive and present a poor image of the community.*
- *Goal: Visually appealing communities.*

The proposed development will be aesthetically appealing and will improve the image of the community.

Transportation Element 9

- *Issue: The sidewalk system in the City needs upgrading; many sidewalks are cracked and broken, several critical sections are missing, and important sidewalk routes are not adequately maintained.*
- *Goal: Well maintained network of safe and interconnected sidewalks*

As part of this project, all of the sidewalks on this portion of Colton Boulevard and Boulder Avenue will be required to be repaired and maintained to the current city standards. In doing this, public safety will be improved and a healthy lifestyle will be promoted.



B. *Why is there a need for the intended use of the property on this location.*

There is a need for this special review in order to create more housing in this neighborhood and to create a project that improves the surrounding neighborhood.

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

The public interest will be served by creating an infill project with an updated development that will be visually appealing and preserve the existing neighborhood character.

D. *Prepare a written statement addressing what is intended to be done with the property, and why the special review is being sought.*

The proposed new development will consist of 4 new buildings, two three-plexes and two four-plexes. Each unit will be two stories tall and consist of either three or four bedroom living units with an attached garage. The exteriors of the project will be virtually maintenance free, consisting of fibercement siding & thin-cut stone veneer. Landscaped green space & open areas will also be provided on the site. The units will be townhome style, with secure entries & improved site lighting. All of these features combined will greatly enhance the quality of life for the tenants and add value to the neighboring properties. This project will be aesthetically pleasing and will be a great addition to this neighborhood.

The special review is being sought because development of three-plexes and four-plexes is not allowed in R-6000 zoning without an approved special review.

**SITE PLAN APPROVED BY
CITY ZONING COMMISSION
2/22/16.**

CONSTRUCTION TYPE - VB
OCCUPANCY CLASSIFICATION - R-3

LOT COVERAGE:

Total Lot Area: 38,379 s.f.
4 plex (3,788 x 2): 7,576 s.f.
3 plex: 2,865 s.f.
3 plex w/ Water Meter: 2,993 s.f.
Total Building Footprint: 13,434 s.f.

Max. Lot Coverage = 40% = 15,351 s.f.
Actual Lot Coverage = 35%

Asphalt = 7,716 s.f.
Conc. driveways = 4,130 s.f.
Conc. patios = 2,282 s.f.
Buildings = 12,388 s.f.
Total Impervious Surface = 26,516 s.f. (69%)
Landscaping / Grass = 11,863 s.f. (31%)

PARKING :

1.5 SPACES PER 2 BED UNIT
14 UNITS x 1.5 = 21 spaces required

PARKING PROVIDED:

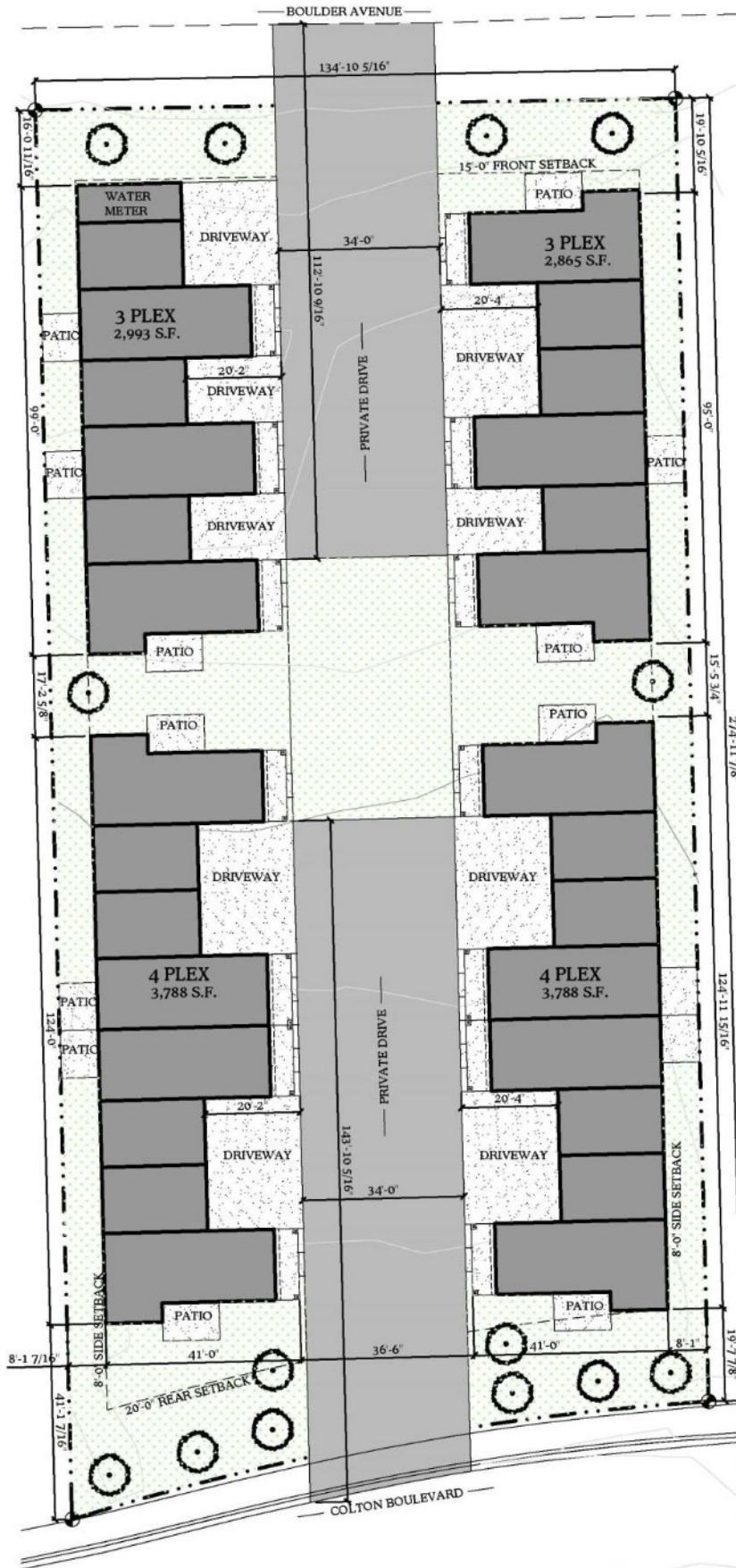
Garage Parking = 14 spaces

Driveway Parking = 14 spaces

Total Parking = 28 spaces provided

LEGAL DESCRIPTION

3104 BOULDER AVENUE
LOT 6 (LESS 2,120.77 S.F. STREET)
WOLF SUBDIVISION
38,379 s.f.



COLTON SITE PLAN

1" = 20'-0"

14 UNITS



VICININTY MAP

N.T.S.

AMENDED SITE PLAN SUBMITTED TO THE CITY COUNCIL

CONSTRUCTION TYPE - VB
OCCUPANCY CLASSIFICATION - R-3

LOT COVERAGE:

Total Lot Area:	38,379 s.f.
3 plex (2,865 x 2):	5,730 s.f.
4 plex:	3,788 s.f.
4 plex w/ Water Meter:	3,916 s.f.
Total Building Footprint:	13,434 s.f.
Max. Lot Coverage = 40% = 15,351 s.f.	
Actual Lot Coverage = 35%	
Asphalt =	7,716 s.f.
Conc. driveways =	5,853 s.f.
Conc. patios =	2,282 s.f.
Buildings =	12,388 s.f.
Total Impervious Surface =	28,239 s.f. (74%)
Landscaping / Grass =	10,140 s.f. (26%)

PARKING :

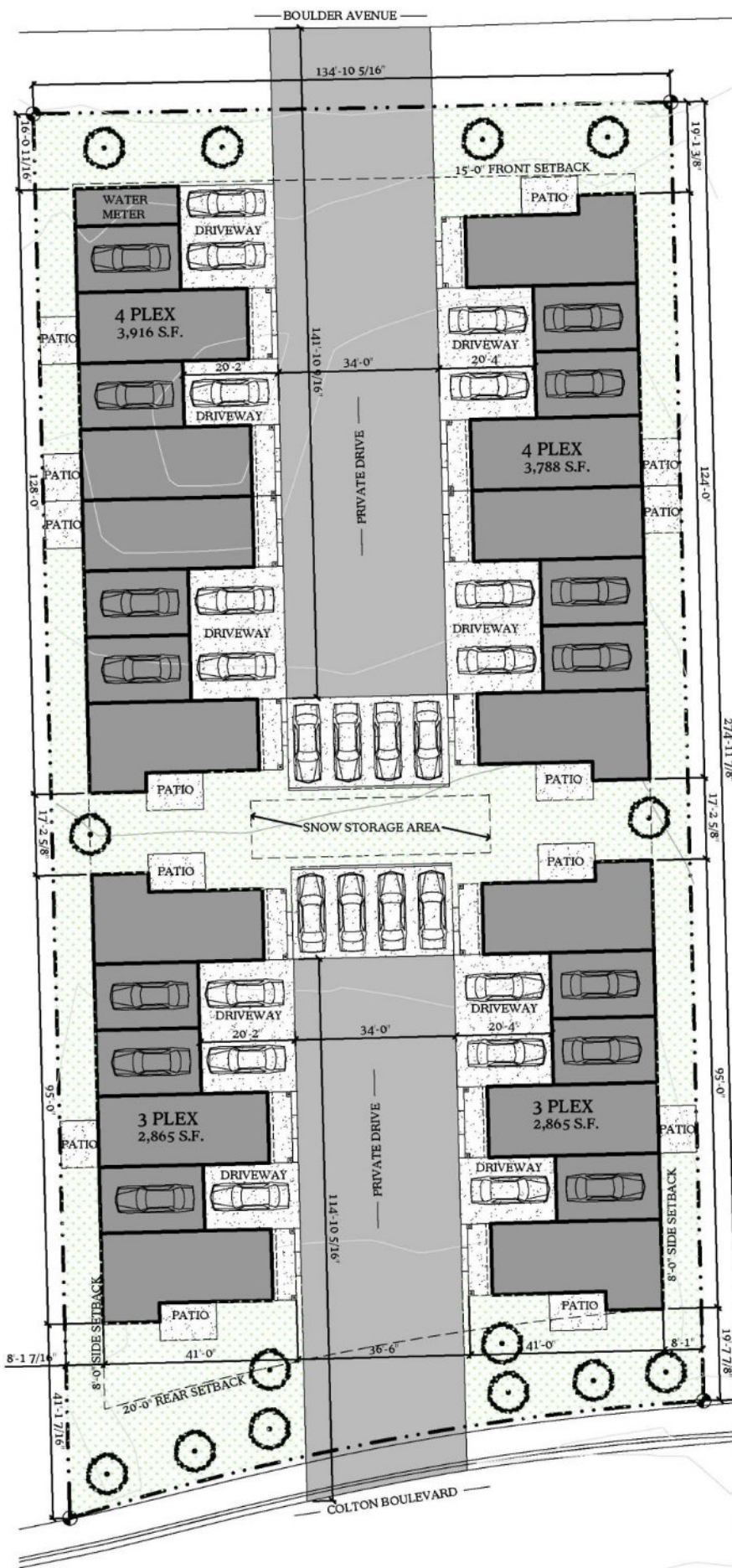
1.5 SPACES PER 2 BED UNIT
14 UNITS x 1.5 = 21 spaces required

PARKING PROVIDED:

Garage Parking = 14 spaces
Additional Parking = 9 spaces
Driveway Parking = 14 spaces
Total Parking = 37 spaces provided

LEGAL DESCRIPTION

3104 BOULDER AVENUE
LOT 6 (LESS 2,120.77 S.F. STREET)
WOLF SUBDIVISION
38,379 s.f.



COLTON SITE PLAN

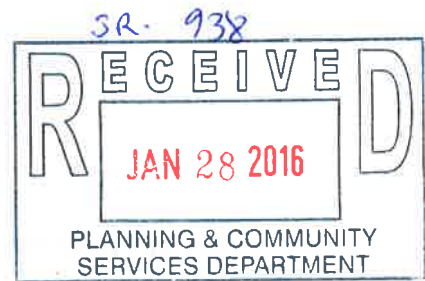
1" = 20'-0"

14 UNITS



VICINITY MAP

N.T.S.



January 22, 2016

To Whom It May Concern:

As long time homeowners in our neighborhood, we oppose the proposed multi-family project at 3104 Boulder Avenue (special review #938). The plan we received raises numerous issues and concerns for our neighborhood.

First and foremost, we object to the absence of a buffer between these large multiplex units and our single-family homes directly across the street. We are already negatively impacted by the large units next door that are over capacity for the current zoning regulations.

The setbacks on this development are at the minimum. The density of these structures will have a severe impact on the area. The useable open space is negligible. Twenty-five Corporation has made little effort to try to minimize the adverse effects this large development will have on our neighborhood or for the people living in the units. A few of these adverse effects are: higher volume of people, additional traffic, increased noise, depreciation of property values, potential safety risks due to mixed residents, and burdening an already overcrowded elementary school.

Also, we oppose the driveway running between Colton and Boulder Avenue. Due to school traffic, Colton is already quite busy. Four times daily, approximately eight school buses travel on this street to access the "bus area" at Boulder School. Additionally, parents line the street picking up and dropping off students several times per day, and children use the street for walking to and from school. For the safety of our children, this area needs to be protected because of its proximity to Boulder School. We recommend adding a green space area with a fence and trees bordering Colton to act as a buffer and help reduce the impact of this project to our neighborhood.

Similarly, parking is a problem. The allowed parking for these units is a single garage with driveway space directly behind it. This does not work well because of shifting cars. We can all attest that the street certainly will be used for parking. Cars parked on the street create an impediment to sightlines of children walking to and from school. Furthermore, where will guests of the multiplex tenants park? Where will snow on this bus route be plowed? As the proposed project plans currently stand, the only possible answer is the street.

Please carefully consider the impact of this project. It is very important to have the assumed quiet enjoyment of our homes that we have worked hard for.

Signature of Homeowner

Terrald Earnest
Maureen Earnest
Charles Croft
Vera J. Croft
Martin C. Nyberg
Charlotte Nyberg

Printed Name

Terrald Earnest
Maureen Earnest
Charles Croft
VERA J. CROFT
MARTIN C. NYBERG
Charlotte Nyberg

Address

3155 Fairmeadow Dr
3155 Fairmeadow Dr
3171 Fairmeadow Dr.
3171 FAIRMEADOW DR.
2060 Hope Circle
2060 Hope Circle

(over)

Signature of Homeowner

Printed Name

Address

Olivia Holden

Olivia Holden

2090 Hope Circle

Ben Holden

Ben Holden

2090 Hope Circle

Rick McLaughlin

Rick McLaughlin

2076 Hope Circle

Raelene McLaughlin

Raelene McLaughlin

2076 Hope Circle

Dean K. Webb

DEAN K. Webb

2061 Hope Circle

William K. Webb

William K. Webb

2061 Hope Circle

Lee E. Stiener

Lee Stiener

3165 Fairmeadow Dr

January 22, 2016

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Please carefully consider the impact of this project. It is very important to have the assumed quiet enjoyment of our homes that we have worked hard for.

Homeowner name

Printed Name

Address



Janice Forquer

3145 Fairmeadow Dr

Maurin T Forquer, Jr

3145 Fairmeadow Dr



3160 Fairmeadow Drive
Billings Mt 59102
January 26, 2016

Planning Division
2825 3rd Ave North, 4th Floor
Miller Building,
Billings, Mt 59101

Dear Sirs:

RE: City Special Review #938, Project Number 16-00002

I have resided at 3160 Fairmeadow Drive for over twenty-three years. We purchased our home because it was in a single family dwelling area, and the neighbors in our cul de sac and surrounding blocks have always had consideration for each other regarding traffic, noise, etc.

I am strongly opposed to the proposed multi-family project at 3104 Boulder Avenue! Some of my biggest concerns include:

1. The tremendous amount of traffic, noise, people, and the closeness of so many dwellings in one area. Having so many multi-family dwellings will definitely have an effect on the property value of our single family dwelling home.
2. We have large amounts of traffic during the day with Boulder School - buses coming and going, parents bringing and picking up their children, then add all the extra traffic with the new dwellings where more than likely there will be at least two vehicles per unit. All this additional traffic would be a concern for the grade school children who walk to and from school on Colton Boulevard.
3. There is absolutely not enough property to allow private parking for that many vehicles which will then all move out and park in Colton Boulevard.

Please give the single family residents serious consideration - we have worked hard to keep our homes, paid taxes for many years, and I feel we deserve to 'have our neighborhoods' remain as they are.

Sincerely,
Jean Smith

January 27, 2015

Planning Division
2825 3rd Ave N 4th Floor
Miller Building
Billings, MT 59101

re: City Special Preview # 938
Project Number 16-0000 2
3104 Boulder Ave - Multi-family in R-60 zone

Dear Zoning Commission:

I am strongly opposed to the number of apartments (14) that will be built if you approve the request to build two 4-plexes and two 3-plexes on Lot 6 of Wolf Subdivision. Also of great concern is the proposal to have a private drive run from Colton Blvd to Boulder Ave as if it is a thru street.

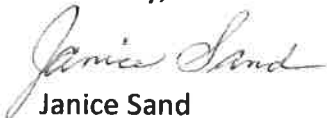
Constructing 14 units will increase the current problem of vehicles parking on the street. Having lived across the street from three 4-plexes for 19 years, I have observed that even though a garage and driveway are provided for each apartment, the residents use the garage for storage, park one vehicle in the driveway and their second or third vehicle is parked on the street. This creates a problem for seeing on-coming traffic in both directions when backing out of my driveway.

Potentially the private drive would enable twenty or more vehicles (14 apartments @ 2 vehicles) to travel Colton Blvd daily. The traffic on Colton Blvd is busy enough currently with nine (9) First Student buses and parents transporting students twice a day to Boulder School, homeowners, renters and all the additional vehicles that drive on it.

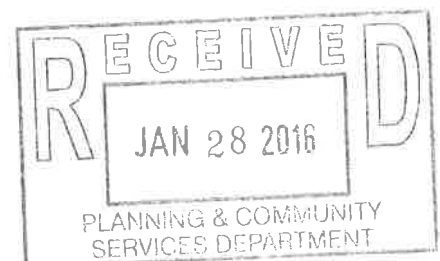
I urge you to request that the developer eliminate the plan to have a private drive that is open from Colton Blvd to Boulder Ave. Instead, revise the proposed plan to have some of the apartments accessible from Boulder and some from Colton as is the case with the three apartment complexes that are east of Lot 6 on the south side of Boulder. This would help to distribute the traffic more evenly between the two streets.

Thank you for considering my concerns.

Sincerely,



Janice Sand
3078 Colton Blvd
Billings, MT



Dated: 1/28/2016

Planning Division
2825 3rd Avenue North,
4th Floor, Miller Building
Billings, Mt. 59101

To Whom It May Concern,

I am a home owner at 2091 Hope Circle since 1998. Please reconsider this application and deny approval to construct two 4-plexes and two 3-plexes on Lot 6, Wolf Subdivision, in a Residential 6,000 (R-60) zone on a 38,739 square foot parcel of land. Tax ID: A18647.

This is a residential zone and we have a high number of children walking to and from school on Colton Boulevard. We have 8 to 10 school buses use this route and they drive in and out of the school daily. We would like to keep the safety of the children as the upmost importance.

Parking is already an issue with the existing tenants in the neighboring apartments owning more than one vehicle, (trailer, equipment, etc.) obstructing the view while driving down the street. This has been a safety hazard and has related in many close mishaps.

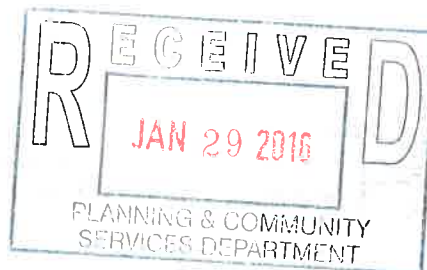
This proposal brings a high concentration of people into too small of an area. This action will overpopulate the area and it will become too congested. This is just too close to Boulevard School and would have a significant impact on the children. Please reconsider this proposal!

Thank you for your time on this matter. It is greatly appreciated!

Respectfully,



Randy J. Kolina
2091 Hope Circle
Billings, Mt 59101



RECEIVED

JAN 29 2016

Mayor

Dated: 1/28/2016

Mayor and City Council
P.O. Box 1178
Billings, Mt. 59103

To Whom It May Concern,

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This proposal brings a high concentration of people into too small of an area. This action will overpopulate the area and it will become too congested. This is just too close to Boulevard School and would have a significant impact on the children. Please reconsider this proposal!

Thank you for your time on this matter. It is greatly appreciated!

Respectfully,



Randy J. Koliha
2091 Hope Circle
Billings, Mt 59101

January 31, 2016

Dear City Council and Zoning Commission,

We are writing to register our concerns over the proposed zone changes at 3104 Boulder Avenue (City Special Review #938).

We own a home on Boulder Avenue and in the time we've lived here have already seen another lot developed into multi-family dwellings. Changing a lot from a single family house to multi-family building significantly increases the amount of traffic generated by the lot. We've already seen that first hand. The more traffic that there is on Boulder Avenue the more noise and safety issues arise for those on the street, including the countless school children who walk Boulder on their way to Boulder Elementary. There is already enough traffic on Boulder and we are concerned about the impacts of adding another seven families.

Additionally, multifamily housing tends to increase light pollution (parking lot lights, front door lights, etc.) more so than an individual house does.

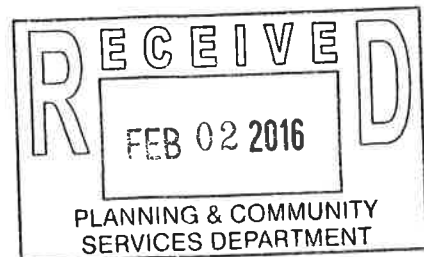
Boulder Avenue is an interesting mix of single and multi-family housing. We are fearful we will soon be one of just a couple of houses on a street otherwise dominated by apartment buildings and duplexes.

I am not sure if there is a way to address these concerns while still allowing the owner of the lot to make it a habitable living space once again.

Thank you for your time and consideration of our concerns. Have a good day!

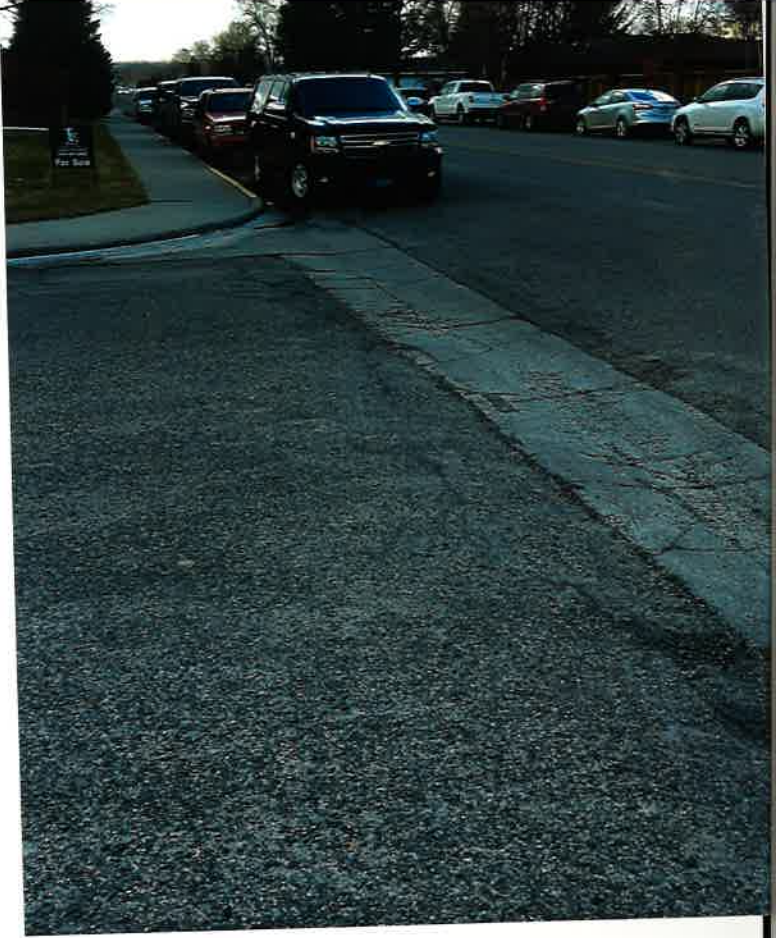
Beth & Matt Schatzke

Bethany and Matt Schatzke
3133 Boulder Ave.
Billings, MT









Regular City Council Meeting

Meeting Date: 03/14/2016

TITLE: Public Hearing for Ward Ordinance First Reading - Annexation #16-01

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

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

City election ward boundaries must be adjusted to conform to city limit amendments resulting from annexation of property into the City. The City Council approved the annexation of property owned by Phillips 66 located behind the United States Post Office north of Lillian Avenue (Annexation #16-01) on February 22, 2016. This requires a change in the boundaries of Ward I. Two readings are required for this action. The first reading of the ordinance is scheduled for March 14, 2016 along with a public hearing, and the second reading is scheduled for March 28.

ALTERNATIVES ANALYZED

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

- Approving the ordinance will modify the boundaries of Ward I to include the property owned by Phillips 66.
- 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 hold a public hearing and approve this ordinance on first 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 1 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 1 the following described real property:

A tract of land situated in the SW1/4 of Section 2, T.1S., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as: Being Tract 11, of Certificate of Survey No. 1406 Amended, Recorded October 3, 1977, under Document No. 1065818, Records of Yellowstone County Containing 3.541 gross and net acres more or less.

(# 16-01) See Exhibit "A" Attached

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

PASSED by the City Council on the first reading this 14th day of March, 2016.

PASSED by the City Council on the second reading this 28th day of March, 2016.

THE CITY OF BILLINGS:

Thomas W. Hanel, MAYOR

ATTEST:

BY:_____
Billie Guenther, CITY CLERK

(AN 16-01)

Regular City Council Meeting

Meeting Date: 03/14/2016

TITLE: Amend Park Development Council Contract Renewal

PRESENTED BY: Tina Volek, City Administrator

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The City Council directed staff at its Feb. 15, 2016, work session to bring renewal of a soccer use agreement with the Amend Park Development Council (APDC) forward to its March 14 meeting. The Council also requested a meeting with the APDC no later than Jan. 23, 2017, at which the APDC would present a business plan for the Council to consider as it decides whether to renew the contract for another year.

Council action followed a 4-3 vote by the Parks, Recreation and Cemetery Board to recommend terminating the agreement by March 14 to meet a 90-day notice requirement in the document. The Park Board proposed that the City's Parks, Recreation and Public Lands Department (PRPL) take over operation of the soccer fields. The vote followed complaints from area soccer clubs of deteriorating turf conditions, rapidly rising and varied rental charges to user groups and difficulty in scheduling fields at Amend Park. In addition, PRPL had not received proof of insurance from the APDC and learned that APDC's not-for-profit status with the Montana Secretary of State's Office had lapsed three years ago.

Proof of insurance, budgets for 2015 and 2016 and a list of potential fees for 2016 were provided to the Parks and Recreation Board shortly before the Feb. 17 meeting at which the recommendation to cancel the contract was made. APDC also has made application to the Secretary of State to renew the not-for-profit status, which it expects will occur by about April 1.

City staff and representatives of APDC and various soccer groups have met on several occasions since the Council gave its direction. The first part of the soccer season begins March 14. At a meeting on Feb. 23, the soccer groups:

- 1) Agreed to submit a letter to the City by March 4 (attached), indicating their intent to support APDC in future efforts to continue the scheduling, field striping and net and goal installation at Amend Field;
- 2) Under provision 5.2.6. of the current agreement, asked PRPL to take over field maintenance starting June 24, 2016, for a fee paid by the soccer leagues. APDC and PRPL since have begun discussing whether PRPL should take over turf management this spring, which is the optimum time for such work to occur;
- 3) Discussed incorporating an on-line field scheduling program that would give preference to soccer clubs for use, but also allow other groups, such as lacrosse, to use the fields during the soccer season; and
- 4) Complete the not-for-profit registration as soon as possible.

The agreement could be allowed to renew without Council action on June 24. However, the staff suggests that Council approve the agreement contingent upon its re-negotiation no later than Jan. 23, 2017, of amendments that reflect the above changes. Should problems continue

to occur, the Council could invoke the breach provision of the agreement and take over Amend Park operations within 30 days, if the problems were not handled.

Newly elected APDC President Michael Mayott plans to be present at the March 14 Council session to answer questions.

ALTERNATIVES ANALYZED

City Council may:

- Take no action, in which case the Use Agreement would automatically renew June 24;
- Approve the staff recommendation to renew the agreement contingent upon its re-negotiation no later than Jan. 24, 2017, reflecting the agreements outlined above; or
- Disapprove the Use Agreement renewal, which would revert operation of the Amend Park complex to PRPL, as recommended by the Parks, Recreation and Cemetery Board.

FINANCIAL IMPACT

Any costs incurred by the City beyond the basic maintenance provided to all parks would be paid by the soccer associations under the recommended option. If the City takes over the operation of the soccer complex completely, the estimated cost to the City would be about \$200,000, including concessions, which would have to be offset by charges to the various users.

RECOMMENDATION

Staff recommends approving renewal of the agreement contingent upon its re-negotiation no later than Jan. 24, 2017, reflecting the agreements outlined above.

APPROVED BY CITY ADMINISTRATOR

Attachments

APDC Use Agreement
APDC Letter

Wednesday, June 05, 2002

USE AGREEMENT FOR AMEND PARK

THIS USE AGREEMENT, made and entered into this 24 day of June, 2002,
by and between the following:

THE CITY OF BILLINGS, a Montana Municipal Corporation, Billings,
Montana, hereinafter designated as City,

and

THE BILLINGS AMEND PARK DEVELOPMENT COUNCIL, a non-
profit corporation, hereinafter designated as the APDC;

WITNESSETH;

WHEREAS, the City owns a certain premises known as Amend Park, portions of which
are suitable for playing soccer games; and other activities and events compatible with wide-open
space;

WHEREAS, the APDC was established in approximately 1992 with its mission to
promote, develop, and maintain Amend Park which will complement community and
neighborhood needs for multi-use park facilities through the open space concept of park
development with a focus on soccer;

WHEREAS, the conception, construction, and some maintenance of Amend Park has
been funded almost entirely through private donations, the majority of which have come from the
soccer community of players, parents, and supporters;

WHEREAS, the APDC cooperates with and is supported by the Billings Parks and
Recreation Department of the City of Billings, the School District #2 Activities Office, the
Yellowstone Soccer Association, the Magic City Soccer Association, and the Billings Soccer
Association collectively sponsor youth and adult recreational and competitive soccer programs
for more than 3,000 players annually;

WHEREAS, from its beginning, Amend Park has served as the "home" of soccer in
Yellowstone County, including the site for YSA's spring and fall seasons of recreational play,
BSA's site for adult recreational play, the site for Magic City Soccer Club's competitive youth
soccer play, and the location for practice and competition of both JV and varsity men's and
women's teams from all four high schools in Billings;

WHEREAS, the City believes that it is in the best interests of the community to continue
to support APDC's efforts to secure funding to develop Amend Park and desire to manage and
maintain Amend Park, as provided herein, consistent with the Park's historical development and
use as a multi-use soccer complex.



NOW THEREFORE, the Parties agree as follows:

1. **SCOPE:** This agreement shall relate to the scheduling, maintenance, and development of a portion of Amend Park as further identified herein and hereafter referred to as the Premises. Amend Park, including that portion identified as the Premises, shall at all times remain a public park available for public use consistent with this agreement and City policies and regulations. All development and operation of the Park will comply with all applicable provisions of the Land and Water Conservation Funds as set forth in Exhibit "A" attached hereto and incorporated by this reference and City regulations, including any future amendments thereto.
2. **TERM:** The term of this Agreement shall be for one calendar year commencing upon the date of its execution (Anniversary Date) by the parties. This Agreement shall renew automatically for a like term upon the Anniversary Date unless terminated by one of the parties as specified herein.
3. **PREMISES:** The Premises covered by this Agreement shall include the Amend Park Soccer Complex as shown in Exhibit "B" attached hereto and incorporated herein by this reference. The Premises is a portion of Amend Park, which is located north of King Avenue East between South Billings Boulevard and the Streeter Brothers Subdivision, approximately, in Billings, Montana.
4. **TERMINATION:** Either party may terminate this agreement by providing the other notice of their intent to terminate at least ninety (90) days in advance of the Anniversary Date. Said notice shall be in writing and delivered to the other party in accordance with the notice provision hereof. Upon termination, APDC shall have a duty to leave the Premises in a condition similar to that of the Premises upon the execution of this agreement; improvements installed in accordance herewith, ordinary and reasonable wear and tear, damage by the elements, and damages for which the City has been compensated excepted.
5. **APDC'S RIGHTS & DUTIES:** In addition to the other provisions of this agreement, the APDC shall have the following rights and duties:
 - 5.1. **Schedule:** During the term of this agreement, the APDC shall have the exclusive right to schedule the soccer fields and pavilion located on the Premises utilizing the Use and Operations Committee process described herein, and to exclude all use inconsistent with scheduled uses.
 - 5.2. **Maintenance Responsibilities:** The APDC will at a minimum:
 - 5.2.1. Maintain the pavilion buildings, soccer goals and Park signage; provide playing field layout and marking;
 - 5.2.2. Provide for playing field turf maintenance and cultural practices including the fertilization of the playing fields on the Premises and the application of turf grass weed control and turf maintenance cultural treatments thereon as

necessary to maintain a health turf; and make repairs incidental to the playing of soccer;

- 5.2.3. Provide for the mowing of the soccer playing fields, not otherwise provided for herein, as needed to maintain an acceptable playing height during scheduled soccer use;
- 5.2.4. Clean up the premises, to include playing fields, parking lots, and surrounding areas contiguous to the playing fields on a regular basis and deposit all litter into appropriate litter collection receptacles provide by the City;
- 5.2.5. Clean the pavilion restrooms as often as needed to provide clean, sanitary restrooms for public use as weather permits during usual Park operation hours.

Provided, however, that:

- 5.2.6. The APDC may contract with the City or a private contractor to perform any of their maintenance responsibilities or such additional maintenance activities that they should elect to undertake.
 - 5.2.7. The APDC shall utilize professional maintenance personnel with appropriate skills and equipment to perform necessary field maintenance work. Volunteers may be used to perform functions that do not require specialized equipment, knowledge, or skill.
- 5.3. **Utilities:** The APDC shall be responsible for all utility costs associated with the Premises with the exception of water service and electrical service related to irrigation of Amend Park.
 - 5.4. **Restroom Facilities:** Until permanent facilities are available or when permanent facilities are inoperable, the APDC shall be responsible for the furnishing and placement of adequate portable toilet units in the park for the period of this agreement. APDC shall not be responsible for placement of portable toilet units during periods in which no organized activities or events are scheduled. Restrooms will be available to the general public as weather permits during usual Park operation hours.
 - 5.5. **Fees and Charges:** The APDC may establish and charge:
 - 5.5.1. A special event fee for all approved special uses including sport camps and schools, special sporting events, and other special events;
 - 5.5.2. A fee for each individual and/or each organization for each approved Use Permit applied for based on registration records for the most recent program period of that organization. Any such fee shall be equitably applied, charged, and collected from all users, groups, organizations, or entities, public or private;
 - 5.5.3. Reasonable fees for furnishing toilets, providing field layout, line painting, goals, nets, maintenance and repair and related services and supplies for the organizations using the fields or, in the alternative, require the organization using the field to supply such at the cost of the organization;
 - 5.5.4. The forgoing notwithstanding, events scheduled by the City shall not be subject to any fee established by the APDC in accordance with this agreement.
 - 5.6. **Improvements:** The APDC shall have the right to improve the Premises in accordance with the Amend Park master plan as currently adopted or amended.

- 5.6.1. Improvements not contained in the Amend Park master plan must either be added to the master plan through a plan amendment process or separately authorized by the City Council;
- 5.6.2. In all cases, the APDC agrees to notify the City of new development proposals sufficiently in advance to allow a reasonable time period for the City to perform an administrative review and approval of the preliminary development plans and for the City to coordinate said proposal with City planned development and maintenance activities. The Oversight Committee shall perform this function;
- 5.6.3. The APDC must also secure all applicable permits and authorizations applicable under City, state, and federal law;
- ~~5.6.4. All improvements made to the Premises in accordance herewith will become the property of the City upon completion.~~
- 5.7. **Concessions:** The APDC shall be responsible for operation of any and all concessions in the Premises during all scheduled uses and events. Concessions shall include all food and beverage items as well as any other products or goods to be sold or served on the Premises. The APDC shall have the right to:
 - 5.7.1. Assign its right to operate any and all concessions to other groups, organizations or entities;
 - 5.7.2. Enter into long term agreements, up to ten (10) years, with vendors for concessions;
 - 5.7.3. Contract in whole or in part any concession services on the Premises or to operate concessions through its own employees or members;**Provided, however, that:**
 - 5.7.4. Contracts or agreements entered into by APDC for concessions are awarded through a Request For Proposal (RFP) process that:
 - 5.7.4.1. Includes an advertised notice soliciting RFP's from interested vendors appearing at least one full week in the local paper with the highest circulation and at least once in an appropriate trade publication;
 - 5.7.4.2. Is designed to solicit responses from multiple potential vendors;
 - 5.7.4.3. Includes the review of submissions by the Oversight Committee;
 - 5.7.4.4. Is free from specifications, qualifications, or requirements that bias the process toward a specific vendor;
 - 5.7.5. All agreements and contracts are first reviewed and approved as to form by the City Attorney;
 - 5.7.6. All concessions shall meet all applicable City Health, Fire, and Building Codes, including any signage associated therewith;
 - 5.7.7. All concessions comply with all existing and/or future policies adopted by the City relating to the operation of concessions.
- 5.8. **Naming:** The APDC shall have the authority to establish naming and memorial contribution opportunities and to name and designate field spaces, buildings and other structures and amenities on the Premises in recognition of charitable contributions. **Provided, however, that:**

- 5.8.1. The APDC shall not name any feature after a corporation, organization, or product detrimental to the health and welfare of children including, but not limited to, alcohol or tobacco products or producers, gaming organizations, or purveyors of pornography;
- 5.8.2. The APDC shall be responsible for recognizing and maintaining those names and designations during the operation of this agreement;
- 5.8.3. The APDC shall utilize the gift schedule attached as Exhibit C.
- 5.9. **Reports:** The APDC shall submit an annual report and financial statement to the City on or about March 15, 2003 and subsequent years throughout this Agreement and any renewals thereof, and shall submit a proposed operating budget showing anticipated revenues and expenditures for review by the City Council by April 1, 2003 and subsequent years throughout this Agreement and any renewals thereof.
- 6. **CITY'S RIGHTS & DUTIES:** In addition to the other provisions of this agreement and those provided by law, the City shall have the following rights and duties:
 - 6.1. **Maintenance Responsibilities:** The City will:
 - 6.1.1. Irrigate the playing fields and adjacent park areas as necessary to maintain healthy turf;
 - 6.1.2. Mow all grasses and weed areas in the Park fields during the growing season as needed consistent with historical maintenance practices;
 - 6.1.3. Control weed growth on fences, along curb lines and walkways;
 - 6.1.4. Maintain all City sewer lines, City water lines, and all underground electrical lines, electrical services, and asphalt entrances and adjacent streets.
 - 6.1.5. Empty the dumpsters serving the complex as needed;
 - 6.1.6. Turn on water lines and plumbing in the spring as early as weather permits and drain and disconnect the same in the fall as appropriate to protect plumbing systems from damage that may be caused by freezing.
 - 6.2. **Temporary Restroom Facilities:** The City shall be responsible for the furnishing and placement of adequate portable toilet units in the park during the period of any league play, event or activity organized by the City, until such time as the permanent restrooms have been constructed and made operational.
 - 6.3. **Utilities:** The City shall be responsible for water service costs and electrical service costs associated with the irrigation of Amend Park.
 - 6.4. **Cost Reimbursement:** Any expenses incurred by the APDC as a result of an event scheduled by the City shall be reimbursed to the APDC as approved by the Operations Committee.
 - 6.5. **Concessions:** The City shall honor all contracts or agreements entered into by the APDC in relation to concessions in existence at the time notice of termination is provided in accordance herewith. The City is under no obligation to honor any changes to such agreements after the notice of termination.
 - 6.6. **Right Of Entry/Inspection:** Nothing herein shall interfere with the City's right to enter the Premises in order to inspect it for APDC's compliance with this agreement,

perform maintenance activities, or other purposes consistent with the operation of a public park and fulfilling its obligations hereunder.

- 6.7. **Naming:** At the conclusion of this agreement, the City shall be responsible for recognizing and maintaining the names and designations of physical features in Amend Park made by the APDC in accordance with this agreement, including those made by the APDC in advance of this agreement as identified by Exhibit D, for as long as the named or designated features remain in the Park. Provided that the City Council will review and approve all names and designations made subsequent to the execution of this agreement.

6.7.1. City staff shall be responsible for preparing all naming and designation proposals for City Council review;

6.7.2. The City Council review shall be completed within 60 days of the receipt of a request for approval by APDC or the request shall be deemed approved; and

6.7.3. The only appropriate basis for the City Council to disapprove of a requested park feature naming or designation shall be that it violates Section 5.8.1 hereof.

7. **OVERSIGHT COMMITTEE:** A facility Oversight Committee shall coordinate the further development of the Amend Park soccer complex. Said Committee shall consist of two (2) members of the APDC Board of Directors, two (2) representatives of the City, who shall be named by the City Administrator, and one (1) member of the Park, Recreation, and Cemetery Board, who shall be named by that Board. Meetings shall be no less often than once each year. This Committee shall approve and coordinate all proposed development, capital improvement, and/or maintenance projects.

8. **OPERATIONS COMMITTEE:** The APDC shall, upon execution of this agreement, form an Operations Committee.

- 8.1. **Composition:** This Committee shall initially consist of one individual designated by each of the following groups or entities:

8.1.1. APDC;

8.1.2. Magic City Soccer Club;

8.1.3. Yellowstone Soccer Association;

8.1.4. Billings Soccer Association;

8.1.5. School District 2 Soccer representative;

8.1.6. Billings Central High School Soccer representative;

8.1.7. The City of Billings Parks and Recreation Department

The APDC can add individuals designated by other entities or groups that emerge as significant users of the Premises to the Committee as necessary and appropriate.

- 8.2. **Duties:** This Committee shall have the following duties:

8.2.1. Implement the Amend Park Use Priority Policy attached hereto as Exhibit "E" in scheduling park activities, leagues and events;

- 8.2.2. Periodically review the Amend Park Use Priority Policy and update such as necessary to implement the overall mission of Amend Park while insuring continued priority of historical park uses;
 - 8.2.3. Develop, adopt and implement a Use Request Review process for approval or rejection of Use Requests consistent with the requirements set forth in this Agreement;
 - 8.2.4. Develop, adopt, implement and periodically review APDC policy regarding assessment of fees established by the APDC in accordance with this Agreement;
 - 8.2.5. Plan, coordinate, organize and layout fields to accommodate approved Premises uses;
 - 8.2.6. Advise the APDC regarding desired improvements and changes to Premises maintenance in accordance with this Agreement.
- 8.3. This Committee may if necessary organize itself in such sub-committees as are necessary for the efficient conduct of business. This Committee shall report annually to the APDC.
9. **USE REQUESTS:** All requests for use by any person or organization shall be submitted to the Operations Committee in writing for approval at least fourteen (14) days prior to the proposed event. Approval or disapproval of all proposed uses shall be the responsibility of the Operations Committee.
10. **PROCEEDS.** The parties agree that the Net Proceeds (defined as gross proceeds less expenses and less amounts returned to sponsoring organizations for fund raising, such amounts to be negotiated between APDC and the organization and ordinarily not to exceed 12% of gross proceeds) from the APDC's operation shall be applied according to the following priorities:
 - 10.1. First, to APDC's administrative expenses of operation (not to exceed 20% of net proceeds);
 - 10.2. Second, to APDC's costs to fulfill its maintenance responsibilities under 5.2;
 - 10.3. Third, to the City's costs to fulfill its maintenance responsibilities under 6.1;
 - 10.4. Fourth, to cover the costs of any additional services or maintenance the APDC may request that the City provide;
 - 10.5. Finally, any remainder shall be provided to the City for future operation and maintenance costs of Amend Park. Funds provided to the City under this paragraph will be separately accounted for and tracked to ensure that they are expended in accordance herewith.
11. **PUBLIC INPUT:** The APDC agrees to hold, at least on an annual basis, a public meeting to inform the public of the status of Amend Park and to obtain public input regarding Park use, operation and maintenance. This meeting shall be held within close proximity of Amend Park.
12. **NOTICE:** The APDC shall at all times maintain a mailing address, phone number, and designated agent accessible to the public and the City for resolution of issues relating to

this agreement and to receive notices associated therewith. The APDC shall notice the City with any changes in contact information prior to the effective date of that change.

13. **ASSIGNMENT:** This AGREEMENT is not assignable by the APDC in whole or in part without the prior written approval of the City Administrator for the City of Billings.
14. **NON-DISCRIMINATION:** The undersigned, either as an individual or on behalf of a group or organization, hereby agrees that this facility shall not be used in any manner that would discriminate against any person or persons on the basis of sex, marital status, age, physical or mental handicap, race, creed, religion, color, or national origin.
15. **BREACH:** Should this Agreement be violated, a notice thereof in writing shall be issued; and if said breach is not corrected within thirty (30) days of said notice, or such other reasonable period of time as the parties may agree; then this Agreement may be terminated at the option of the Party wronged through a written notice of such provided at the end of the cure period. In the event of a dispute regarding any asserted breach, the parties agree to meet in a timely fashion to attempt resolution of the asserted breach. If the parties are not able to resolve said breach or reach agreement regarding such, the parties agree to mediate the dispute prior to initiating any proceeding to terminate this Agreement based upon the alleged breach. Each party will be responsible for the payment of one-half of the mediator's costs. This paragraph shall not prevent the issuance of any other remedy at law or in equity.
16. **ATTORNEY'S FEES AND COSTS:** In the event it becomes necessary for either Party to this Agreement to retain an attorney to enforce any of the terms or conditions of the Agreement, then the prevailing Party shall be entitled to a reasonable attorney's fee and costs, including in-house counsel.
17. **INDEMNIFICATION/INSURANCE:** The APDC shall indemnify and hold harmless the City against all claims, damages, losses and expenses arising out of or resulting from their negligent acts or omissions or those of any sub contractor, agent, or anyone directly or indirectly volunteering for or employed by them.
 - 17.1. The APDC shall also require that all organizations that they schedule to use the Premises shall indemnify the APDC and the CITY and hold them harmless from, and against all claims, damages, losses and expenses arising out of or resulting from their negligent acts or omissions or those of any sub-contractor, agent, or anyone directly or indirectly volunteering for or employed by them;
 - 17.2. The APDC shall require that each organization using the Premises carry minimum liability insurance in the amount of seven hundred and fifty thousand and no/100 Dollars (\$750,000) for each accident or one million five hundred thousand and no/100 Dollars (\$ 1,500,000) aggregate (MCA Section 2-9-108(1) (1997)). Each organization shall provide APDC a Certificate of Insurance made out to the APDC and the City of Billings, and naming APDC and the City of Billings as additional parties insured. APDC shall routinely provide a copy of said certificates to the City.

18. **AMENDMENTS AND MODIFICATION:** The parties shall also have the right to mutually renegotiate the terms and conditions herein on an annual basis upon either party's request. The Parties hereby agree that any amendments or modifications to this Agreement or any provisions herein shall be made in writing and executed in the same manner as the original document and shall, after execution, become a part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 24 day of June, 2002.

CITY:

CITY OF BILLINGS, a Montana Municipal Corporation

By: Charles F. Tooley
Charles F. Tooley, Mayor

ATTEST:

By: Marita Herold
City Clerk

APDC:

THE BILLINGS AMEND PARK DEVELOPMENT COUNCIL, A
Montana Corporation

By: Regina Gustaf
President APDC

APPROVED AS TO FORM AND CONTENT:

~~_____~~
Magic City Soccer Club

~~_____~~
Yellowstone Soccer Association

~~_____~~
School District No. 2

~~_____~~
Billings Soccer Association

AMEND PARK DEVELOPMENT COUNCIL
PO BOX 1231
BILLINGS, MT 59103-1231

CHRISTINA F. VOLEK
City Administrator
PO Box 1178
Billings, MT 59103

March 3, 2016

Subject: Soccer User Groups Participating in Amend Park Development Council's Management

Dear Ms. Volek,

As you are aware the management contract between the City of Billings and Amend Park Development Council (APDC) will automatically renew if notice of termination is not issued by either party within 90 days of its June 2016 expiration. The City of Billings Parks and Recreation Board has recommended to the City Council the contract not be renewed and management of APDC be taken over by the City Parks Department. The Park Board recommendation has caused concern among the primary users of Amend Park as well as several City Council Members; therefore a meeting was held by the soccer users and Michael Whitaker, Director of the Parks and Recreation Department and you to address possible solutions.

Those in attendance agreed a private and public cooperative agreement would best serve the users of Amend Park and the citizens of the City. Agreement in general was reached that APDC is well suited to attend to the scheduling and logistics of the park use whereas the City is well suited to attend to its maintenance. The immediate issue before the users of Amend Park is the sustainability of an operational Board of Directors who would ensure ongoing cooperation and management of the Park. The user group has taken the first step in providing sustainability to APDC Board of Directors by accepting Director positions. The next step is this letter expressing our desire to enter into a new user agreement that will rely upon the strengths of the Billings Parks and Recreation Department and the primary users of Amend Park.

Steps taken by APDC at its March 3, 2016 Board Meeting to ensure its sustainability were: The Election of Officers from the various users groups: President, Michael Mayott, Magic City Soccer Club; Mark Wahl, School District 2 Activities Director; Secretary, Peter Habein, Yellowstone Soccer Association; Treasurer, Dennis Pyburn, Amend Park Development Council & Magic City Soccer Club. User Fee Committee: Sara Campbell, Edge Soccer Academy; Terry Stapleton, Magic City Soccer Club; Mark Wahl, School District 2.

To address financial transparency and standard accounting internal controls a vote was taken authorizing the change in signatory authority on all financial accounts of APDC to include its President, Vice President and Secretary while removing the signatory authority of the Treasurer.

Additional steps to be taken include the amending its by-laws that would change the number of Directors to include permanent positions to each of the primary users and several at large positions to accommodate future users. In cooperation with the Parks Department enter into a Memorandum of Understanding for management of Amend Park during the remainder of this calendar year wherein the Parks Department will take over turf management by the end of March 2016. APDC will schedule and accept fees for Park use. APDC will pay over to the City of Billings the cost of turf maintenance within 30 days of invoice. APDC will also work in cooperation with the Parks Department on a new management agreement to be completed no later than December 31, 2016 to be presented to the City Parks and Recreation Board for recommendation to the City Council.

I am available at your request to answer any questions and/or concerns you may have. I look forward to our continued cooperation for the mutual benefit of the City of Billings.

Sincerely I am,

A handwritten signature in dark ink, appearing to read "Michael Mayott", written in a cursive style.

Michael Mayott
President
Amend Park Development Council

Regular City Council Meeting

Meeting Date: 03/14/2016

TITLE: Tax Increment Grant up to \$45,000 for Price Motors Building Restoration

PRESENTED BY: Bruce McCandless, Assistant City Administrator

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The City of Billings has a contract with the Downtown Billings Partnership (DBP) to administer the Tax Increment provisions in the N. 27th Street Urban Renewal Area (URA). That contract allows the DBP to propose downtown improvement programs that drive or complement private property redevelopment. The DBP can approve Tax Increment Finance (TIF) grants for an individual property or project up to \$50,000, but over that amount requires Council approval. DBP is recommending a grant of up to \$45,000 to reimburse Joni Harman for renovating the Price Motors Building at 2611 Minnesota Avenue. The cost of the public improvements exceeds the grant request and the total investment will be almost \$600,000. Ms Harman received grants to improve other properties in the same block. Even though this request is below \$50,000, the DBP Board decided to ask for Council approval since the combination of prior and the new grant amounts exceed \$50,000 for a single applicant. DBP correspondence and the applicant's project explanation are attached.

ALTERNATIVES ANALYZED

City Council may:

- Approve the recommendation from the DBP for a grant of up to \$45,000 to Joni Harmon for the Price Motors Building project, or
- Disapprove the recommendation.

FINANCIAL IMPACT

The N. 27th URA has approximately a \$1 million un-obligated balance and is expecting additional funds when the 2nd half taxes are collected in June.

RECOMMENDATION

The Downtown Billings Partnership Board recommends that the City Council approve a grant of up to \$45,000 to Joni Harmon for the Price Motors Building restoration project.

APPROVED BY CITY ADMINISTRATOR

Attachments

DBP recommendation

Price Motors Bldg Sources and Uses

Downtown Billings Partnership BOARD Action ItemJanuary 2016

TITLE: Price Motor Building - Renovations
COMMITTEE: Alliance Development Committee
PRESENTED BY: Staff

PROBLEM/ISSUE STATEMENT: The Development Committee was presented, at our January meeting, a complete application packet for Fund 203 assistance to reimburse the developers of the Price Motor Building on Minnesota Avenue. The Applicant is Joni Harman. Joni is a member of this Board and has received funding for a previous project known as Old Town Works. Ms. Harmon has informed the staff that she is aware of the Conflict of Interest policy of the Board of Directors and has agreed to excuse herself from the meeting and abstain from voting on this matter, as prescribed by the Bylaws of the Downtown Billings Partnership, Inc. and in compliance with the Montana Urban Renewal Law.

FINANCIAL IMPACT This project has required/will require a total investment of over \$500,000 of private funding. They are requesting that up to \$45,000 in qualified TIFD expenses be approved for reimbursement at the completion of the project.

Recommendations: *The Downtown Alliance Development Committee reviewed this application and voted to recommend approval up to \$45,000.00.*

T.I.F. Funding Application
Price Motor Sales Building
Narrative
January 5, 2015

The Price Motor Sales building is a Quonset Hut with a false brick front located at 2611 Minnesota Ave. The garage area provides parking for tenants of the adjacent Swift Building and the storefront area, once used as office space for Price Motor Sales has been vacant since the late 1980's.

We are applying for TIF Funding to assist in a building renovation within the boundaries of the Expanded No 27th St Urban Renewal District.

The renovation will encompass the buildout of office space on the street level and a loft apartment above. The Price Motor Sales building has deteriorated over the years. Structural repairs, new windows and doors, and a new roof are necessary to keep it structurally sound. The original brick storefront is being preserved. Six parking spaces in the building will continue to provide off street parking to tenants staying at the Swift Building thus giving them an alternative to on street parking. The sidewalks, curbs and gutters, storm sewer hookup and on street landscaping were completed in 2009. The project will meet National Park Historic Standards.

This renovation, along with the current Galles building project, will complete a one block area of renovations in this blighted area over the last eight years.

The location of the project, in the Old Town Historic District on Minnesota Avenue, meets the goal of "preserving and complementing this heritage" by renovating in a way that brings back some of that flavor. The location also addresses the Framework Plan's goal to "reduce gaps and the lack of connection between the core of Downtown and the surrounding neighborhoods caused by the discontinuity of land uses" and provide a "connection to the railroad heritage". Along with the previously renovated buildings on the block this project helps to "create an active business, residential, and pedestrian environment" and "connect the Historic District with the other Downtown districts and the South Side neighborhood".

The project is scheduled for completion in January 2016. The total project cost is estimated at \$590,935. Currently, we are awaiting an appraisal to obtain funding to complete the project. We are requesting \$45,000 to help fill the gap in the remaining funding needed.

Steve and Joni Harman opened Swift Building Lofts in 2009 and Old Town Works (housing the Fieldhouse Restaurant and offices) in 2012.

Price Motor Sales Project

Sources and Uses of Funds			
Sources	Cash Invested by Harmans	\$ 176,763.00	
	WSB line of Credit	\$ 300,000.00	
	Other Sources	\$ 15,616.00	
	Requested TIFD Assistance up to	\$ 45,000.00	
		Total Sources	\$ 537,379.00
Uses	Expenses already Incurred		
	Exterior Paint and Seal	\$ (21,635.00)	
	Garage. door	\$ (6,205.00)	
	Quonset Side. Doors	\$ (2,618.00)	
	Sidewalks	\$ (13,587.00)	
	Storm Sewer Hook up	\$ (9,511.00)	
	Other Expenses	\$ (366,752.00)	
	Expenses currently being completed		
	Professional Services Architect	\$ (54,984.00)	
	Labor for new waste water line	\$ (5,500.00)	
	Paint	\$ (580.00)	
	Roof	\$ (18,750.00)	
	Site Preparations	\$ (14,017.00)	
	Skylights	\$ (5,800.00)	
	Storefront Masonry	\$ (1,010.00)	
	Storefront materials	\$ (1,200.00)	
	Storefront Windows and Doors	\$ (15,230.00)	
		Total Expenses	\$ (537,379.00)
		Difference	\$ -