

*****UPDATED AS OF 10/18/2016*****
ITEMS 6 AND 7 REVISED, AND CLOSED EXECUTIVE SESSION ADDED
CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

October 24, 2016

5:30 P.M.

CALL TO ORDER: Mayor Hanel

PLEDGE OF ALLEGIANCE: Mayor Hanel

INVOCATION: Councilmember Yakawich

ROLL CALL: Councilmembers present on roll call were:

RECESS TO CLOSED EXECUTIVE SESSION* (meeting will be called back to order at 6:30 pm)

*Note: The closed Executive Session is solely for the purpose of discussing litigation strategy in which the only parties are NOT public bodies or associations, as described in Section 2-3-203(1) and (2). The meeting is closed, as allowed by Section 2-3-303, MCA, "to discuss a strategy to be followed with respect to litigation when an open meeting would have a detrimental effect on the litigating position" of the City of Billings.

MINUTES: October 11, 2016

COURTESIES:

PROCLAMATIONS: Extra Mile Day

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1, 5, 6 and 7 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. 14-11, Water Reclamation Facility Nutrient Upgrade; Circuit Breaker Procurement.** (Opened 10/11/16) Recommend Yellowstone Electric Co., \$171,619.

B. Bills and Payroll:

- 1. September 27 and 28, 2016**
- 2. October 3, 2016**

C. Professional Services Contract for W.O. 16-18, 911 Call Center; CTA Architects; \$650,719.

D. Professional Services Contract for W.O. 17-01, Schedule 1 of the 2016 Water Main Replacement Projects; DOWL; \$377,800.

E. Professional Engineering Services Contract for W.O. 17-01, Schedule 2 of the 2017 Sanitary Sewer and Water Replacement Projects; Morrison-Maierle, Inc.; \$749,453.

F. Professional Engineering Services Contract for Schedule 3 of the 2017 Water Main Replacement Projects; Sanderson Stewart; \$558,975.

G. Customer Service Agreement with NorthWestern Energy; W.O. 14-11, Water Reclamation Facility Nutrient Upgrade, Expansion and Improvements; \$235,752.

H. Development Agreement with the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day-Saints (LDS).

- I. **Acceptance of Quitclaim Deed** for the street tract within Maier Subdivision near the intersection of 48th Street West and Grand Avenue from Yellowstone County.
- J. **Acceptance of Donation** to the Fire Department from ExxonMobil for 2 jet skis and a trailer; \$9,600.
- K. **Acceptance and Approval** of State Highway Traffic Safety overtime grant and Standard Agreement for Billings Selective Traffic Enforcement Program (STEP); \$7,000.
- L. **Acceptance** of 2016 Internet Crimes Against Children (ICAC) Grant for the Police Department; \$246,797.

REGULAR AGENDA:

- 2. **PUBLIC HEARING AND RESOLUTION** approving and adopting budget amendments for FY 2017. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 3. **PUBLIC HEARING AND SPECIAL REVIEW #949:** a special review to construct a parking lot on a vacant lot that is zoned Residential 7000 (R-70) on a 7,500 square foot parcel of land described as Lot 2, Cowley Subdivision, and at 331 Calhoun Lane. Niko B&W LLC, owner; Emarie Skelton - High Plains Architects, agent. Zoning Commission recommends conditional approval and adoption of the findings of the 3 criteria. (Action: approval or disapproval of Zoning Commission recommendation.)
- 4. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE #949:** a zone change from Residential 6,000-Restricted (R-60-R) and Residential 9,600 (R-96) to Residential 5,000 (R-50) on Lots 1, 2, 3 and 4, Block 18, Lots 3 and 4, Block 19, and Lot 11, Block 16 of Lake Hills Subdivision, 15th Filing; and Lots 4 and 5, Block 5 of Lake Hills Subdivision, 33rd Filing, a total area of 3.52 acres of land. Trent Parks, applicant. Zoning Commission recommends approval and adoption of the findings of the 10 criteria. (Action: approval or disapproval of Zoning Commission recommendation.)
- 5. **APPROVAL** of Tax Increment Financing Grant from the Expanded N. 27th Street Urban Renewal Area funds to St. Vincent DePaul Building Improvements, at 2610 Minnesota Avenue; up to \$350,000. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 6. **APPROVAL** of Pre-development Memorandum of Understanding (MOU) between the City of Billings and Montdevco II for the proposed One Big Sky Center downtown redevelopment project. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

7. **APPROVAL** of Bond Reimbursement Resolution for the One Big Sky Center project. 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 Denise Bohlman, City Clerk, at 657-8210.

Regular City Council Meeting

Meeting Date: 10/24/2016

TITLE: W.O. 14-11, WRF Nutrient Upgrade; Circuit Breaker Procurement

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

Due to an estimated four month lead time to procure two circuit breakers and the associated switchgear for the W.O. 14-11 Water Reclamation Facility Nutrient Upgrade, Expansion and Improvements Project, it is necessary for the City to pre-purchase this equipment. These circuit breakers and switchgear are associated with work at the two Northwestern Energy substations on the City's Water Reclamation Facility site. City staff intends to issue a Notice to Proceed to the successful general contractor for the Nutrient Project by March 1, 2017, and the critical path of the projected work sequence requires that the general contractor have the subject equipment in-hand prior to that date.

After being advertised in *The Billings Times* and on the City's website on September 29 and October 6, 2016, staff received a single bid on October 11, 2016. Staff recommends that City Council award a contract to Yellowstone Electric Co. in the amount of \$171,619.00 for the procurement of the circuit breakers and switchgear.

ALTERNATIVES ANALYZED

City Council may:

- Approve award of the procurement contract to Yellowstone Electric Co., or;
- Disapprove award of the procurement contract. If the circuit breakers and switchgear are not procured within a timeframe close to issue of Notice to Proceed on the W.O. 14-11 Water Reclamation Facility Nutrient Project contract, that project's work schedule or work sequence could be detrimentally impacted.

FINANCIAL IMPACT

The following bid was received on October 11, 2016, for W.O. 14-11, Circuit Breaker Procurement:

Supplier	Bid Amount
Yellowstone Electric Co.	\$171,619.00

The funding source for this equipment purchase is the Wastewater Fund.

RECOMMENDATION

Staff recommends that the City Council award a contract for the W.O. 14-11, Circuit Breaker Procurement to Yellowstone Electric Co., in the amount of \$171,619.00.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 10/24/2016

TITLE: Payment of Claims September 27 & 28, 2016

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,833,244.16 have been audited and are presented for City Council payment approval. A complete listing of the claims dated September 27 & 28, 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_9/27&28/2016

Check Date	Check	Name	Amount	Account	Item Desc
09/27/2016	798260	A & I Distributors	\$ 1,971.75	5710-00000-141714	BUS MET PO NUM 300708
09/27/2016	798260	A & I Distributors	\$ 93.00	5710-71440-402450	AUTO &TRUCK MAINT.ITEMS
09/27/2016	798260	A & I Distributors	\$ 361.35	5710-71440-402310	AUTO &TRUCK MAINT.ITEMS
09/27/2016	798260	A & I Distributors	\$ 1,927.90	6010-00000-141000	2835856 PO NUM 300708
09/27/2016	798260	A & I Distributors	\$ 768.90	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 301118
09/27/2016	798260	A & I Distributors	\$ 155.44	5410-31220-402290	DEF for trucks
09/27/2016	798260	A & I Distributors	\$ 557.70	5410-31220-402310	DEF for trucks
09/27/2016	798260	A & I Distributors	\$ 329.45	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 301123
09/27/2016	798260	A & I Distributors	\$ 185.90	5120-85000-402320	NONSTOCKING ITEMS-P.U.D.
09/27/2016	798260	A & I Distributors	\$ 513.68	6010-00000-141000	2842280 PO NUM 300708
09/27/2016	798260	A & I Distributors	\$ 1,980.55	6010-00000-141000	2842280 PO NUM 300708
09/27/2016	798260	A & I Distributors	\$ 91.20	6010-00000-141000	2842280 PO NUM 300708
09/27/2016	798260	A & I Distributors	\$ 725.28	5410-31230-402310	Oil for the landfill equipmwnt
09/27/2016	798260	A & I Distributors	\$ 33.03	5410-31220-402290	pump for antifreeze
09/27/2016	798260	A & I Distributors	\$ 278.85	2110-31320-402320	2846271
09/27/2016	798260	A & I Distributors	\$ 39.79	1500-21120-402320	2848618
09/27/2016	798260	A & I Distributors	\$ 39.79	2110-31320-402320	2848618
09/27/2016	798260	A & I Distributors	\$ 40.35	5410-31220-402320	2848618
09/27/2016	798260	A & I Distributors	\$ 513.67	6010-00000-141000	2848618 PO NUM 300708
09/27/2016	798260	A & I Distributors	\$ 2,554.48	6010-00000-141000	2848618 PO NUM 300708
09/27/2016	798260	A & I Distributors	\$ 1,603.80	5710-00000-141714	BUS MET PO NUM 300708
09/27/2016	798260	A & I Distributors	\$ 93.00	5710-71440-402450	AUTO &TRUCK MAINT.ITEMS
09/27/2016	798260	A & I Distributors	\$ 119.95	5710-71440-402320	AUTO &TRUCK MAINT.ITEMS
09/27/2016	798260	A & I Distributors	\$ 322.98	6010-00000-141000	2848288 PO NUM 300708
09/27/2016	798260	A & I Distributors	\$ 526.16	6010-00000-141000	2850552 PO NUM 300708
09/27/2016	798260	A & I Distributors	\$ 1,492.67	5610-71130-402310	Invoice #2851107. Oil for equipment
09/27/2016	798260	A & I Distributors	\$ 134.70	5410-31230-402310	Oil and Grease for Landfill equipment
09/27/2016	798260	A & I Distributors	\$ 45.32	5120-84000-402310	oil
09/27/2016	798260	A & I Distributors	\$ 420.00	5610-71130-402310	Invoice #2846337. Gear Lube
09/27/2016	798263	Advantage Companies LLI	\$ 2,400.00	2600-55190-403380	Invoices 20171, 20172
09/27/2016	798263	Advantage Companies LLI	\$ 4,200.00	2600-55190-403380	Invoices 20171, 20172
09/27/2016	798264	Agissar Corporation	\$ 10,178.28	5030-73910-409480	Single station triple Cut Mail Extractor-mail
09/27/2016	798264	Agissar Corporation	\$ 6,785.52	5130-83910-409480	Single station triple Cut Mail Extractor-mail
09/27/2016	798267	Alta Planning & Design Inc	\$ 6,819.34	2400-43010-407214	Billings MT Bikeway and Trail Master Plan Update
09/27/2016	798280	Business Tax Section	\$ 1,605.29	5630-71220-409390	Sanitary Sewer - West End Hangar Site
09/27/2016	798280	Business Tax Section	\$ 3,615.19	4050-71250-409691	AIP-54 West Taxilane & Ramp Construction -
09/27/2016	798280	Business Tax Section	\$ 401.69	4050-71250-409692	AIP-54 West Taxilane & Ramp Construction - Local
09/27/2016	798280	Business Tax Section	\$ 278.60	4050-71250-409691	AIP-54 Access Road - Federal Share
09/27/2016	798280	Business Tax Section	\$ 30.96	4050-71250-409692	AIP-54 Access Road - Local Share
09/27/2016	798280	Business Tax Section	\$ 77.99	4710-31610-409310	SID 1382 Colton Blvd
09/27/2016	798280	Business Tax Section	\$ 23.30	2050-31310-409310	SID 1382 Colton Blvd

Check Date	Check	Name	Amount	Account	Item Desc
09/27/2016	798280	Business Tax Section	\$ 635.50	5620-71200-409290	Hydraulic Tip-Up Door Replacement
09/27/2016	798280	Business Tax Section	\$ 18.00	5620-71200-409290	Baggage Claim Carpet Project
09/27/2016	798280	Business Tax Section	\$ 29.58	5620-00000-201100	Invoice #11653RR. Retainage Release
09/27/2016	798284	Continental Gate Co	\$ 4,091.00	5020-74000-402450	Slide Gate with back up
09/27/2016	798285	Cop Construction Co	\$ 158,923.71	5630-71220-409390	Sanitary Sewer - West End Hangar Site
09/27/2016	798287	CTA Inc	\$ 2,192.65	4050-71250-409687	AIP-51 Concourse B Remodel - Design Federal
09/27/2016	798287	CTA Inc	\$ 6,388.03	4050-71250-409687	AIP-51 Concourse B Remodel - Design Federal
09/27/2016	798287	CTA Inc	\$ 243.63	4050-71250-409689	AIP-51 Concourse B Remodel - Design Local
09/27/2016	798287	CTA Inc	\$ 709.78	4050-71250-409689	AIP-51 Concourse B Remodel - Design Local
09/27/2016	798287	CTA Inc	\$ 6,753.83	4240-51110-409370	Design aspects of the Rose Pool building
09/27/2016	798287	CTA Inc	\$ -	4240-51110-409370	Design aspects of the Rose Pool building
09/27/2016	798287	CTA Inc	\$ 160.69	4240-51110-409370	Design aspects of the Rose Pool building
09/27/2016	798288	Cummins Rocky Mountain LLC	\$ 526.55	5410-31220-402320	004-31202
09/27/2016	798288	Cummins Rocky Mountain LLC	\$ 82.74	5410-31220-402320	004-31202
09/27/2016	798288	Cummins Rocky Mountain LLC	\$ 49.82	5410-31220-402320	004-31422
09/27/2016	798288	Cummins Rocky Mountain LLC	\$ 749.00	2110-31320-402320	004-31533
09/27/2016	798288	Cummins Rocky Mountain LLC	\$ 3,826.26	5410-31220-402320	004-30801
09/27/2016	798288	Cummins Rocky Mountain LLC	\$ 96.71	5410-31220-402320	004-30940
09/27/2016	798288	Cummins Rocky Mountain LLC	\$ 50.00	5410-31220-402320	004-30940
09/27/2016	798288	Cummins Rocky Mountain LLC	\$ 141.01	5410-31220-402320	004-30941
09/27/2016	798288	Cummins Rocky Mountain LLC	\$ 25.00	5410-31220-402320	004-30941
09/27/2016	798288	Cummins Rocky Mountain LLC	\$ 831.54	1500-22260-402320	004-30989
09/27/2016	798288	Cummins Rocky Mountain LLC	\$ (125.00)	1500-22260-402320	004-31054
09/27/2016	798288	Cummins Rocky Mountain LLC	\$ 1,063.18	5410-31220-402320	004-31074
09/27/2016	798288	Cummins Rocky Mountain LLC	\$ 312.75	5410-31220-402320	004-31090
09/27/2016	798288	Cummins Rocky Mountain LLC	\$ (100.00)	5410-31220-402320	004-31541
09/27/2016	798288	Cummins Rocky Mountain LLC	\$ 1,124.75	5710-71440-403690	AUTO &TRUCK MAINT.ITEMS
09/27/2016	798288	Cummins Rocky Mountain LLC	\$ 381.12	5710-71440-402320	AUTO &TRUCK MAINT.ITEMS
09/27/2016	798288	Cummins Rocky Mountain LLC	\$ 596.37	5710-71440-403690	AUTO &TRUCK MAINT.ITEMS
09/27/2016	798289	Dale & Jax Door & Glass Inc	\$ 4,265.50	2600-55120-409490	Invoice 18761
09/27/2016	798293	Dixie Petro-Chem	\$ 688.00	0100-51260-402290	Chemicals for pools.
09/27/2016	798293	Dixie Petro-Chem	\$ 127.50	0100-51260-402290	Chemicals for pools.
09/27/2016	798293	Dixie Petro-Chem	\$ 3,092.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 301438
09/27/2016	798301	Ecovorse Industries Ltd	\$ 6,100.00	5410-31220-402320	59166
09/27/2016	798301	Ecovorse Industries Ltd	\$ 402.45	5410-31220-402320	59166
09/27/2016	798302	Edge Construction Supply	\$ 3,860.66	5120-84000-402290	Gas Monitor Charger and Cable
09/27/2016	798302	Edge Construction Supply	\$ 222.85	5120-85000-402290	Calibration gas
09/27/2016	798305	EnvisionWare, Inc	\$ 2,769.04	2600-55180-403690	Invoice 28003
09/27/2016	798313	Fisher Construction, Inc	\$ 62,914.50	5620-71200-409290	Hydraulic Tip-Up Hangar Door Replacement
09/27/2016	798315	Force Options LLC	\$ 5,150.00	1500-21400-403822	Firearms Instructor Training, October 4-7, 2016,
09/27/2016	798331	I-State Truck, Inc.	\$ 4,223.39	5710-71440-403690	AUTO &TRUCK MAINT.ITEMS

Check Date	Check	Name	Amount	Account	Item Desc
09/27/2016	798331	I-State Truck, Inc.	\$ 352.54	2110-31320-402320	C251207945.01
09/27/2016	798336	InfoSend Inc	\$ 8,656.31	5020-73110-403110	bills and postage
09/27/2016	798336	InfoSend Inc	\$ 2,245.32	5020-73110-403111	bills and postage
09/27/2016	798336	InfoSend Inc	\$ 5,770.88	5120-83110-403110	bills and postage
09/27/2016	798336	InfoSend Inc	\$ 1,496.88	5120-83110-403111	bills and postage
09/27/2016	798337	Ingram Library Services Inc.	\$ 17.70	2600-55190-403227	94644382
09/27/2016	798337	Ingram Library Services Inc.	\$ 8.82	2600-55190-403333	94644382
09/27/2016	798337	Ingram Library Services Inc.	\$ 21.99	2600-55190-403222	94644384
09/27/2016	798337	Ingram Library Services Inc.	\$ 33.04	2600-55190-403226	94644384
09/27/2016	798337	Ingram Library Services Inc.	\$ 38.72	2600-55190-403227	94644384
09/27/2016	798337	Ingram Library Services Inc.	\$ 23.00	2600-55190-403255	94644384
09/27/2016	798337	Ingram Library Services Inc.	\$ 24.33	2600-55190-403226	94644384
09/27/2016	798337	Ingram Library Services Inc.	\$ 87.14	2600-55190-403227	94644384
09/27/2016	798337	Ingram Library Services Inc.	\$ 10.02	2600-55190-403333	94644384
09/27/2016	798337	Ingram Library Services Inc.	\$ 11.99	2600-55190-403227	94644385
09/27/2016	798337	Ingram Library Services Inc.	\$ 21.99	2600-55190-403222	94644386
09/27/2016	798337	Ingram Library Services Inc.	\$ 526.14	2600-55190-403226	94644386
09/27/2016	798337	Ingram Library Services Inc.	\$ 34.21	2600-55190-403227	94644386
09/27/2016	798337	Ingram Library Services Inc.	\$ 10.20	2600-55190-403227	94644387
09/27/2016	798337	Ingram Library Services Inc.	\$ 8.99	2600-55190-403226	94644388
09/27/2016	798337	Ingram Library Services Inc.	\$ 10.79	2600-55190-403255	94644389
09/27/2016	798337	Ingram Library Services Inc.	\$ 50.95	2600-55190-403382	94644390
09/27/2016	798337	Ingram Library Services Inc.	\$ 32.26	2600-55190-403241	94644391
09/27/2016	798337	Ingram Library Services Inc.	\$ 1,315.69	2600-55190-403333	94644392
09/27/2016	798337	Ingram Library Services Inc.	\$ 24.20	2600-55190-403334	94644392
09/27/2016	798337	Ingram Library Services Inc.	\$ 46.74	2600-55190-403222	94644393
09/27/2016	798337	Ingram Library Services Inc.	\$ 402.99	2600-55190-403226	94644393
09/27/2016	798337	Ingram Library Services Inc.	\$ 525.83	2600-55190-403227	94644393
09/27/2016	798337	Ingram Library Services Inc.	\$ 205.81	2600-55190-403241	94644393
09/27/2016	798337	Ingram Library Services Inc.	\$ 40.68	2600-55190-403241	94644393
09/27/2016	798337	Ingram Library Services Inc.	\$ 195.13	2600-55190-403255	94644393
09/27/2016	798337	Ingram Library Services Inc.	\$ 14.99	2600-55190-403227	94670010
09/27/2016	798337	Ingram Library Services Inc.	\$ 84.34	2600-55190-403227	94670011
09/27/2016	798337	Ingram Library Services Inc.	\$ 267.16	2600-55190-403226	94670012
09/27/2016	798337	Ingram Library Services Inc.	\$ 30.65	2600-55190-403333	94670013
09/27/2016	798337	Ingram Library Services Inc.	\$ 31.27	2600-55190-403227	94670014
09/27/2016	798337	Ingram Library Services Inc.	\$ 16.52	2600-55190-403241	94670014
09/27/2016	798337	Ingram Library Services Inc.	\$ 122.10	2600-55190-403227	94670015
09/27/2016	798337	Ingram Library Services Inc.	\$ 79.80	2600-55190-403333	94670717
09/27/2016	798337	Ingram Library Services Inc.	\$ 44.24	2600-55190-403226	94670718
09/27/2016	798337	Ingram Library Services Inc.	\$ 37.22	2600-55190-403227	94670718

Check Date	Check	Name	Amount	Account	Item Desc
09/27/2016	798337	Ingram Library Services Inc.	\$ 11.95	2600-55190-403241	94670718
09/27/2016	798337	Ingram Library Services Inc.	\$ 13.19	2600-55190-403227	94758110
09/27/2016	798337	Ingram Library Services Inc.	\$ 77.98	2600-55190-403241	94758110
09/27/2016	798337	Ingram Library Services Inc.	\$ 11.97	2600-55190-403227	94758111
09/27/2016	798337	Ingram Library Services Inc.	\$ 145.85	2600-55190-403226	94758112
09/27/2016	798337	Ingram Library Services Inc.	\$ 37.99	2600-55190-403241	94758112
09/27/2016	798337	Ingram Library Services Inc.	\$ 21.21	2600-55190-403333	94758113
09/27/2016	798337	Ingram Library Services Inc.	\$ 15.34	2600-55190-403241	94758114
09/27/2016	798337	Ingram Library Services Inc.	\$ 23.99	2600-55190-403255	94758115
09/27/2016	798337	Ingram Library Services Inc.	\$ 50.95	2600-55190-403382	94758116
09/27/2016	798337	Ingram Library Services Inc.	\$ 33.02	2600-55190-403226	94781009
09/27/2016	798337	Ingram Library Services Inc.	\$ 17.99	2600-55190-403227	94781009
09/27/2016	798337	Ingram Library Services Inc.	\$ 15.33	2600-55190-403226	94781010
09/27/2016	798337	Ingram Library Services Inc.	\$ 16.52	2600-55190-403227	94781010
09/27/2016	798337	Ingram Library Services Inc.	\$ 31.83	2600-55190-403333	94781011
09/27/2016	798337	Ingram Library Services Inc.	\$ 193.85	2600-55190-403226	94781012
09/27/2016	798337	Ingram Library Services Inc.	\$ 15.90	2600-55190-403227	94781012
09/27/2016	798337	Ingram Library Services Inc.	\$ -	2600-55190-403226	94781012
09/27/2016	798337	Ingram Library Services Inc.	\$ -	2600-55190-403227	94781012
09/27/2016	798337	Ingram Library Services Inc.	\$ 10.99	2600-55190-403222	94781013
09/27/2016	798337	Ingram Library Services Inc.	\$ 193.90	2600-55190-403226	94781013
09/27/2016	798337	Ingram Library Services Inc.	\$ 213.84	2600-55190-403227	94781013
09/27/2016	798337	Ingram Library Services Inc.	\$ 5.39	2600-55190-403241	94781013
09/27/2016	798337	Ingram Library Services Inc.	\$ 19.25	2600-55190-403242	94781013
09/27/2016	798337	Ingram Library Services Inc.	\$ 105.85	2600-55190-403255	94781013
09/27/2016	798337	Ingram Library Services Inc.	\$ 17.70	2600-55190-403227	94781014
09/27/2016	798337	Ingram Library Services Inc.	\$ 35.98	2600-55190-403227	94781015
09/27/2016	798337	Ingram Library Services Inc.	\$ 21.56	2600-55190-403226	94781601
09/27/2016	798337	Ingram Library Services Inc.	\$ 17.96	2600-55190-403227	94781601
09/27/2016	798337	Ingram Library Services Inc.	\$ 31.51	2600-55190-403255	94781601
09/27/2016	798337	Ingram Library Services Inc.	\$ 15.33	2600-55190-403226	94803706
09/27/2016	798337	Ingram Library Services Inc.	\$ 15.33	2600-55190-403226	94803707
09/27/2016	798337	Ingram Library Services Inc.	\$ 14.75	2600-55190-403227	94803707
09/27/2016	798337	Ingram Library Services Inc.	\$ 15.33	2600-55190-403241	94803707
09/27/2016	798337	Ingram Library Services Inc.	\$ 8.99	2600-55190-403226	94803708
09/27/2016	798337	Ingram Library Services Inc.	\$ 9.60	2600-55190-403227	94803709
09/27/2016	798347	Kelly Midwest Ventures, LTD Partnership	\$ 4,795.52	7180-21600-403590	BPD SWAT Team used unnecessary force to enter
09/27/2016	798349	Kemira Water Solutions, Inc	\$ 78,665.29	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 301445
09/27/2016	798350	Knife River (JTL Group Inc.)	\$ 357,904.58	4050-71250-409691	AIP-54 West Taxilane & Ramp Construction -
09/27/2016	798350	Knife River (JTL Group Inc.)	\$ 39,767.17	4050-71250-409692	AIP-54 West Taxilane & Ramp Construction - Local
09/27/2016	798350	Knife River (JTL Group Inc.)	\$ 27,581.80	4050-71250-409691	AIP-54 Access Road - Federal Share

Check Date	Check	Name	Amount	Account	Item Desc
09/27/2016	798350	Knife River (JTL Group Inc.)	\$ 3,064.64	4050-71250-409692	AIP-54 Access Road - Local Share
09/27/2016	798350	Knife River (JTL Group Inc.)	\$ 2,668.74	2110-31320-404710	asphalt
09/27/2016	798350	Knife River (JTL Group Inc.)	\$ 356.29	2110-31320-404520	1 1/2" crushed base
09/27/2016	798350	Knife River (JTL Group Inc.)	\$ 428.83	2110-31320-404520	1 1/2" crushed base
09/27/2016	798350	Knife River (JTL Group Inc.)	\$ 1,670.82	2110-31320-404520	1 1/2" crushed base
09/27/2016	798350	Knife River (JTL Group Inc.)	\$ 2,426.49	2110-31320-404710	asphalt
09/27/2016	798350	Knife River (JTL Group Inc.)	\$ 42.60	2110-31320-402475	fill dirt
09/27/2016	798354	Leigh Fisher Associates	\$ 481.54	5610-71100-403540	Amendment 1 - Terminal & Land Use Planning
09/27/2016	798354	Leigh Fisher Associates	\$ 13,116.76	5610-71100-403590	Amendment No. 2 for Airport Financial, Planning
09/27/2016	798354	Leigh Fisher Associates	\$ 26,500.49	5610-71100-403590	Amendment No. 2 for Airport Financial, Planning
09/27/2016	798366	Miller Trois LLC	\$ 1,874.00	0100-43210-405311	I17-004983 Miller Trois LLC Planning & Community
09/27/2016	798366	Miller Trois LLC	\$ 6,149.00	2090-44510-405311	I17-004983 Miller Trois LLC Planning & Community
09/27/2016	798366	Miller Trois LLC	\$ 4,077.00	2400-43010-405311	I17-004983 Miller Trois LLC Planning & Community
09/27/2016	798366	Miller Trois LLC	\$ 4,829.00	2740-67800-405310	I17-004983 Miller Trois LLC Planning & Community
09/27/2016	798369	Montana Dakota Utilities Co	\$ 15.18	1500-21150-403410	062 907 9494 7
09/27/2016	798369	Montana Dakota Utilities Co	\$ 292.80	1500-21710-403440	169 233 1000 3
09/27/2016	798369	Montana Dakota Utilities Co	\$ 577.16	2600-55120-403440	219 924 4851 0
09/27/2016	798369	Montana Dakota Utilities Co	\$ 1,076.69	5120-84000-403440	293 780 1000 2
09/27/2016	798369	Montana Dakota Utilities Co	\$ 2,153.37	5120-84000-403440	293 780 1000 2
09/27/2016	798369	Montana Dakota Utilities Co	\$ 1,076.69	5120-84000-403440	293 780 1000 2
09/27/2016	798369	Montana Dakota Utilities Co	\$ 32.16	0100-51270-403440	437 780 1000 9
09/27/2016	798369	Montana Dakota Utilities Co	\$ 15.64	1500-21150-403410	514 117 0478 9
09/27/2016	798369	Montana Dakota Utilities Co	\$ 76.94	1500-22210-403440	533 653 1000 1
09/27/2016	798369	Montana Dakota Utilities Co	\$ 45.68	6600-31100-403440	595 373 1000 1
09/27/2016	798369	Montana Dakota Utilities Co	\$ 68.51	6700-31410-403440	595 373 1000 1
09/27/2016	798369	Montana Dakota Utilities Co	\$ 15.72	5210-15920-403440	717 353 1000 6
09/27/2016	798369	Montana Dakota Utilities Co	\$ 32.00	5120-85000-403440	735 453 1000 2
09/27/2016	798369	Montana Dakota Utilities Co	\$ 19.55	5210-15950-403440	799 152 1209 0
09/27/2016	798369	Montana Dakota Utilities Co	\$ 58.31	1500-22210-403440	885 880 1000 4
09/27/2016	798369	Montana Dakota Utilities Co	\$ 455.00	6500-15670-403440	929 780 1000 4
09/27/2016	798369	Montana Dakota Utilities Co	\$ 490.05	5710-71430-403440	962 880 1000 0
09/27/2016	798369	Montana Dakota Utilities Co	\$ 81.22	5610-71130-403440	285 580 1000 6
09/27/2016	798369	Montana Dakota Utilities Co	\$ 11.77	5020-74000-403440	373 580 1000 9
09/27/2016	798369	Montana Dakota Utilities Co	\$ 11.77	5020-74000-403440	373 580 1000 9
09/27/2016	798369	Montana Dakota Utilities Co	\$ 16.28	0100-51120-403410	501 473 1000 2
09/27/2016	798369	Montana Dakota Utilities Co	\$ 14.72	5020-74000-403440	541 380 1000 1
09/27/2016	798369	Montana Dakota Utilities Co	\$ 2,409.46	5610-71120-403440	595 580 1000 1
09/27/2016	798369	Montana Dakota Utilities Co	\$ 30.92	5120-85000-403440	596 733 1000 5
09/27/2016	798369	Montana Dakota Utilities Co	\$ 144.56	5610-71170-403440	706 580 1000 7
09/27/2016	798369	Montana Dakota Utilities Co	\$ 15.18	5610-71170-403440	806 580 1000 6
09/27/2016	798369	Montana Dakota Utilities Co	\$ 29.44	5020-74000-403440	921 580 1000 6

Check Date	Check	Name	Amount	Account	Item Desc
09/27/2016	798369	Montana Dakota Utilities Co	\$ 31.09	5120-85000-403440	955 043 1000 4
09/27/2016	798373	Montana Municipal Interlocal Authority	\$ 36,551.50	6300-17530-407311	September Deductible Recovery Invoice
09/27/2016	798377	Morrison Maierle Inc	\$ 1,158.25	5630-71220-409390	Sanitary Sewer - West End Hangar Site - Design
09/27/2016	798377	Morrison Maierle Inc	\$ 1,385.56	4050-71250-409687	48" Micro Tunnel Under RW 10L/28R CA - Federal
09/27/2016	798377	Morrison Maierle Inc	\$ 153.95	4050-71250-409689	48" Micro Tunnel Under RW 10L/28R CA - Local
09/27/2016	798377	Morrison Maierle Inc	\$ 2,147.58	4050-71250-409687	AIP-50 Extend East Taxi Lane 400' - Design -
09/27/2016	798377	Morrison Maierle Inc	\$ 238.62	4050-71250-409689	AIP-50 Extend East Taxi Lane 400' - Design - Local
09/27/2016	798377	Morrison Maierle Inc	\$ 1,036.86	4050-71250-409687	AIP-50 Extend East Taxi Lane 400' - CA- Federal
09/27/2016	798377	Morrison Maierle Inc	\$ 115.22	4050-71250-409689	AIP-50 Extend East Taxi Lane 400' - CA - Local
09/27/2016	798377	Morrison Maierle Inc	\$ 13,908.58	4050-71250-409691	AIP 54 Taxilane West Construction Project -
09/27/2016	798377	Morrison Maierle Inc	\$ 1,545.40	4050-71250-409692	AIP 54 Taxilane West Construction Project - Local
09/27/2016	798377	Morrison Maierle Inc	\$ 6,961.38	5630-71220-409390	Sanitary Sewer - West End Hangar Site - CA
09/27/2016	798377	Morrison Maierle Inc	\$ 45,638.44	5130-85910-409340	WO1601 2016 Water/Sewer Replc; Sch 2 Sanitary
09/27/2016	798379	Moulton Bellingham PC	\$ 5,087.50	0100-16110-403560	Watters et al v. COB
09/27/2016	798384	Municipal Emergency Services Inc.	\$ 627.62	1500-21120-402120	CIIA-3 Customer POINT BLANK-C SERIES, vision
09/27/2016	798384	Municipal Emergency Services Inc.	\$ 3,720.00	1500-21120-402120	Inner & Outer standard package CIIA-3 (1-Vision
09/27/2016	798384	Municipal Emergency Services Inc.	\$ 28.88	1500-21120-402120	Shipping
09/27/2016	798384	Municipal Emergency Services Inc.	\$ 3,057.60	1500-21120-402120	CIIIA-3, Custom Point Blank-C Series Armor with 1
09/27/2016	798384	Municipal Emergency Services Inc.	\$ 1,282.40	1500-21120-402120	Endeavor, Custom Point Blank - Accessories outer
09/27/2016	798384	Municipal Emergency Services Inc.	\$ 29.61	1500-21120-402120	Shipping
09/27/2016	798387	Norco Inc	\$ 2,945.65	5410-31220-402260	Cold Weather gear for Solid Waste Employees
09/27/2016	798387	Norco Inc	\$ 861.35	5410-31230-402260	Cold Weather gear for Solid Waste Employees
09/27/2016	798388	NorMont Equipment Company	\$ 1,430.55	2110-31320-402320	broom wires for sweepers
09/27/2016	798388	NorMont Equipment Company	\$ 3,563.00	2110-31320-402420	telspar post and anchors
09/27/2016	798389	North West Floors	\$ 1,782.00	5620-71200-409290	Baggage Claim Carpet Project
09/27/2016	798389	North West Floors	\$ 2,928.47	5620-00000-201100	Invoice #11653. Retainage Release
09/27/2016	798391	Northwest Pipe Fittings	\$ 30.23	5120-85000-404220	coupling elbow tape
09/27/2016	798391	Northwest Pipe Fittings	\$ 156.90	5120-84000-402450	misc parts
09/27/2016	798391	Northwest Pipe Fittings	\$ 722.14	5020-75000-402380	pressure reducing valve & fittings
09/27/2016	798391	Northwest Pipe Fittings	\$ 681.90	5020-00000-141000	SYSTEMS PO NUM 301291
09/27/2016	798391	Northwest Pipe Fittings	\$ 290.33	5120-85000-402380	misc parts
09/27/2016	798391	Northwest Pipe Fittings	\$ 252.72	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 301295
09/27/2016	798391	Northwest Pipe Fittings	\$ 1,436.56	5020-74000-402450	New gate valve for mixer suction line
09/27/2016	798391	Northwest Pipe Fittings	\$ 68.06	5020-75000-402380	Brass Tee
09/27/2016	798391	Northwest Pipe Fittings	\$ 197.13	5020-74000-402450	Jet Mixer
09/27/2016	798391	Northwest Pipe Fittings	\$ 114.20	5020-73120-402380	pitset
09/27/2016	798391	Northwest Pipe Fittings	\$ 260.44	5020-74000-402450	Mixer Building Chemical Feed
09/27/2016	798391	Northwest Pipe Fittings	\$ 22.99	5020-75000-402380	Blind Flange & bolts
09/27/2016	798391	Northwest Pipe Fittings	\$ 768.44	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 301227
09/27/2016	798391	Northwest Pipe Fittings	\$ 368.99	5020-00000-141000	SYSTEMS PO NUM 301227
09/27/2016	798391	Northwest Pipe Fittings	\$ 12.50	5020-75000-402380	brass nipple

Check Date	Check	Name	Amount	Account	Item Desc
09/27/2016	798391	Northwest Pipe Fittings	\$ 127.56	5120-84000-402450	Misc Gas Compressor
09/27/2016	798391	Northwest Pipe Fittings	\$ 2,380.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 301211
09/27/2016	798391	Northwest Pipe Fittings	\$ 156.73	5020-74000-402450	staples toilet
09/27/2016	798391	Northwest Pipe Fittings	\$ 11.30	5120-84000-402450	Parts for drain
09/27/2016	798391	Northwest Pipe Fittings	\$ 8.24	5120-84000-402450	drain
09/27/2016	798391	Northwest Pipe Fittings	\$ 173.84	5020-74000-402450	filter parts
09/27/2016	798391	Northwest Pipe Fittings	\$ 110.19	5020-74000-402450	plumbing
09/27/2016	798391	Northwest Pipe Fittings	\$ 191.28	5020-74000-402450	MISC PARTS
09/27/2016	798391	Northwest Pipe Fittings	\$ 24.00	2110-31320-402475	galvanized coupling for shiloh irrigation
09/27/2016	798392	NorthWestern Energy	\$ 10,967.12	2110-31320-403410	Signal Bills
09/27/2016	798392	NorthWestern Energy	\$ 502.89	8100-31830-403410	SILMD 008 ACCT# 0712544-6
09/27/2016	798392	NorthWestern Energy	\$ 513.99	8100-31830-403410	SILMD 009 ACCT# 0712545-3
09/27/2016	798392	NorthWestern Energy	\$ 1,417.33	8100-31830-403410	SILMD 010 ACCT# 0712546-1
09/27/2016	798392	NorthWestern Energy	\$ 4,282.15	8100-31830-403410	SILMD 013 ACCT# 0721276-4
09/27/2016	798392	NorthWestern Energy	\$ 2,121.84	8100-31830-403410	SILMD 014 ACCT# 0721277-2
09/27/2016	798392	NorthWestern Energy	\$ 1,228.71	8100-31830-403410	SILMD 017 ACCT# 0712553-7
09/27/2016	798392	NorthWestern Energy	\$ 91.85	8100-31830-403410	SILMD 018 ACCT# 0712554-5
09/27/2016	798392	NorthWestern Energy	\$ 468.76	8100-31830-403410	SILMD 095 ACCT# 0712556-0
09/27/2016	798392	NorthWestern Energy	\$ 13,422.74	8100-31830-403410	SILMD 097 ACCT# 0712557-8
09/27/2016	798392	NorthWestern Energy	\$ 1,648.53	8100-31830-403410	SILMD 099 ACCT# 0712558-6
09/27/2016	798392	NorthWestern Energy	\$ 2,687.93	8100-31830-403410	SILMD 100 ACCT# 0712559-4
09/27/2016	798392	NorthWestern Energy	\$ 1,731.78	8100-31830-403410	SILMD 107 ACCT# 0712560-2
09/27/2016	798392	NorthWestern Energy	\$ 4,343.20	8100-31830-403410	SILMD 109 ACCT# 0712561-0
09/27/2016	798392	NorthWestern Energy	\$ 188.76	8100-31830-403410	SILMD 113 ACCT# 0712562-8
09/27/2016	798392	NorthWestern Energy	\$ 934.61	8100-31830-403410	SILMD 114 ACCT# 0712563-6
09/27/2016	798392	NorthWestern Energy	\$ 219.93	8100-31830-403410	SILMD 115 ACCT# 0712564-4
09/27/2016	798392	NorthWestern Energy	\$ 577.26	8100-31830-403410	SILMD 116 ACCT# 0712565-1
09/27/2016	798392	NorthWestern Energy	\$ 3,192.76	8100-31830-403410	SILMD 117 ACCT# 0712566-9
09/27/2016	798392	NorthWestern Energy	\$ 233.85	8100-31830-403410	SILMD 118 ACCT# 0712567-7
09/27/2016	798392	NorthWestern Energy	\$ 155.16	8100-31830-403410	SILMD 119 ACCT# 0712568-5
09/27/2016	798392	NorthWestern Energy	\$ 2,473.98	8100-31830-403410	SILMD 121 ACCT# 0712570-1
09/27/2016	798392	NorthWestern Energy	\$ 188.41	8100-31830-403410	SILMD 122 ACCT# 0712571-9
09/27/2016	798392	NorthWestern Energy	\$ 329.85	8100-31830-403410	SILMD 123 ACCT# 0712572-7
09/27/2016	798392	NorthWestern Energy	\$ 962.09	8100-31830-403410	SILMD 124 ACCT# 0712573-5
09/27/2016	798392	NorthWestern Energy	\$ 384.83	8100-31830-403410	SILMD 125 ACCT# 0712574-3
09/27/2016	798392	NorthWestern Energy	\$ 192.42	8100-31830-403410	SILMD 126 ACCT# 0712575-0
09/27/2016	798392	NorthWestern Energy	\$ 706.46	8100-31830-403410	SILMD 127 ACCT# 0712576-8
09/27/2016	798392	NorthWestern Energy	\$ 494.52	8100-31830-403410	SILMD 128 ACCT# 0712577-6
09/27/2016	798392	NorthWestern Energy	\$ 329.85	8100-31830-403410	SILMD 129 ACCT# 0712578-4
09/27/2016	798392	NorthWestern Energy	\$ 125.64	8100-31830-403410	SILMD 130 ACCT# 0712579-2
09/27/2016	798392	NorthWestern Energy	\$ 852.15	8100-31830-403410	SILMD 131 ACCT# 0712580-0

Check Date	Check	Name	Amount	Account	Item Desc
09/27/2016	798392	NorthWestern Energy	\$ 233.33	8100-31830-403410	SILMD 133 ACCT# 0712581-8
09/27/2016	798392	NorthWestern Energy	\$ 538.45	8100-31830-403410	SILMD 134 ACCT# 0712582-6
09/27/2016	798392	NorthWestern Energy	\$ 518.07	8100-31830-403410	SILMD 135 ACCT# 0712583-4
09/27/2016	798392	NorthWestern Energy	\$ 467.30	8100-31830-403410	SILMD 136 ACCT# 0712584-2
09/27/2016	798392	NorthWestern Energy	\$ 377.51	8100-31830-403410	SILMD 137 ACCT# 0712585-9
09/27/2016	798392	NorthWestern Energy	\$ 742.20	8100-31830-403410	SILMD 138 ACCT# 0712586-7
09/27/2016	798392	NorthWestern Energy	\$ 247.41	8100-31830-403410	SILMD 139 ACCT# 0712587-5
09/27/2016	798392	NorthWestern Energy	\$ 574.95	8100-31830-403410	SILMD 143 ACCT# 0712588-3
09/27/2016	798392	NorthWestern Energy	\$ 27.37	8100-31830-403410	SILMD 144 ACCT# 0712589-1
09/27/2016	798392	NorthWestern Energy	\$ 470.96	8100-31830-403410	SILMD 145 ACCT# 0712590-9
09/27/2016	798392	NorthWestern Energy	\$ 357.35	8100-31830-403410	SILMD 146 ACCT# 0712591-7
09/27/2016	798392	NorthWestern Energy	\$ 467.11	8100-31830-403410	SILMD 147 ACCT# 0712592-5
09/27/2016	798392	NorthWestern Energy	\$ 1,493.71	8100-31830-403410	SILMD 149 ACCT# 0712593-3
09/27/2016	798392	NorthWestern Energy	\$ 753.56	8100-31830-403410	SILMD 150 ACCT# 0712594-1
09/27/2016	798392	NorthWestern Energy	\$ 632.24	8100-31830-403410	SILMD 151 ACCT# 0712595-8
09/27/2016	798392	NorthWestern Energy	\$ 2,875.39	8100-31830-403410	SILMD 152 ACCT# 0712596-6
09/27/2016	798392	NorthWestern Energy	\$ 541.62	8100-31830-403410	SILMD 153 ACCT# 0712597-4
09/27/2016	798392	NorthWestern Energy	\$ 1,224.52	8100-31830-403410	SILMD 154 ACCT# 0712598-2
09/27/2016	798392	NorthWestern Energy	\$ 494.79	8100-31830-403410	SILMD 155 ACCT# 0712599-0
09/27/2016	798392	NorthWestern Energy	\$ 918.40	8100-31830-403410	SILMD 157 ACCT# 0712600-6
09/27/2016	798392	NorthWestern Energy	\$ 797.17	8100-31830-403410	SILMD 158 ACCT# 0712601-4
09/27/2016	798392	NorthWestern Energy	\$ 1,103.24	8100-31830-403410	SILMD 159 ACCT# 0712602-2
09/27/2016	798392	NorthWestern Energy	\$ 714.69	8100-31830-403410	SILMD 160 ACCT# 0712603-0
09/27/2016	798392	NorthWestern Energy	\$ 1,059.68	8100-31830-403410	SILMD 161 ACCT# 0712604-8
09/27/2016	798392	NorthWestern Energy	\$ 61.80	8100-31830-403410	SILMD 162 ACCT# 0712605-5
09/27/2016	798392	NorthWestern Energy	\$ 690.46	8100-31830-403410	SILMD 163 ACCT# 0712606-3
09/27/2016	798392	NorthWestern Energy	\$ 376.78	8100-31830-403410	SILMD 164 ACCT# 0712607-1
09/27/2016	798392	NorthWestern Energy	\$ 879.64	8100-31830-403410	SILMD 165 ACCT# 0712608-9
09/27/2016	798392	NorthWestern Energy	\$ 235.48	8100-31830-403410	SILMD 167 ACCT# 0712609-7
09/27/2016	798392	NorthWestern Energy	\$ 565.17	8100-31830-403410	SILMD 171 ACCT# 0712610-5
09/27/2016	798392	NorthWestern Energy	\$ 538.46	8100-31830-403410	SILMD 172 ACCT# 0712611-3
09/27/2016	798392	NorthWestern Energy	\$ 1,177.42	8100-31830-403410	SILMD 173 ACCT# 0712612-1
09/27/2016	798392	NorthWestern Energy	\$ 989.03	8100-31830-403410	SILMD 174 ACCT# 0712613-9
09/27/2016	798392	NorthWestern Energy	\$ 329.67	8100-31830-403410	SILMD 175 ACCT# 0712614-7
09/27/2016	798392	NorthWestern Energy	\$ 44.16	8100-31830-403410	SILMD 176 ACCT# 0712615-4
09/27/2016	798392	NorthWestern Energy	\$ 259.04	8100-31830-403410	SILMD 178 ACCT# 0712616-2
09/27/2016	798392	NorthWestern Energy	\$ 518.07	8100-31830-403410	SILMD 179 ACCT# 0712617-0
09/27/2016	798392	NorthWestern Energy	\$ 353.24	8100-31830-403410	SILMD 180 ACCT# 0712618-8
09/27/2016	798392	NorthWestern Energy	\$ 1,676.80	8100-31830-403410	SILMD 181 ACCT# 0712619-6
09/27/2016	798392	NorthWestern Energy	\$ 588.71	8100-31830-403410	SILMD 182 ACCT# 0712620-4
09/27/2016	798392	NorthWestern Energy	\$ 1,177.44	8100-31830-403410	SILMD 183 ACCT# 0712621-2

Check Date	Check	Name	Amount	Account	Item Desc
09/27/2016	798392	NorthWestern Energy	\$ 376.78	8100-31830-403410	SILMD 184 ACCT# 0712622-0
09/27/2016	798392	NorthWestern Energy	\$ 141.30	8100-31830-403410	SILMD 185 ACCT# 0712623-8
09/27/2016	798392	NorthWestern Energy	\$ 645.90	8100-31830-403410	SILMD 186 ACCT# 0712624-6
09/27/2016	798392	NorthWestern Energy	\$ 235.48	8100-31830-403410	SILMD 187 ACCT# 0712625-3
09/27/2016	798392	NorthWestern Energy	\$ 282.57	8100-31830-403410	SILMD 188 ACCT# 0712626-1
09/27/2016	798392	NorthWestern Energy	\$ 235.48	8100-31830-403410	SILMD 189 ACCT# 0712627-9
09/27/2016	798392	NorthWestern Energy	\$ 1,224.52	8100-31830-403410	SILMD 190 ACCT# 0712628-7
09/27/2016	798392	NorthWestern Energy	\$ 420.75	8100-31830-403410	SILMD 191 ACCT# 0712629-5
09/27/2016	798392	NorthWestern Energy	\$ 306.13	8100-31830-403410	SILMD 192 ACCT# 0712630-3
09/27/2016	798392	NorthWestern Energy	\$ 753.56	8100-31830-403410	SILMD 193 ACCT# 0712631-1
09/27/2016	798392	NorthWestern Energy	\$ 267.27	8100-31830-403410	SILMD 194 ACCT# 0712632-9
09/27/2016	798392	NorthWestern Energy	\$ 222.73	8100-31830-403410	SILMD 195 ACCT# 0712633-7
09/27/2016	798392	NorthWestern Energy	\$ 71.39	8100-31830-403410	SILMD 196 ACCT# 0712634-5
09/27/2016	798392	NorthWestern Energy	\$ 71.39	8100-31830-403410	SILMD 197 ACCT# 0712635-2
09/27/2016	798392	NorthWestern Energy	\$ 117.76	8100-31830-403410	SILMD 198 ACCT# 0712636-0
09/27/2016	798392	NorthWestern Energy	\$ 80.98	8100-31830-403410	SILMD 200 ACCT# 0712637-8
09/27/2016	798392	NorthWestern Energy	\$ 494.52	8100-31830-403410	SILMD 201 ACCT# 0712638-6
09/27/2016	798392	NorthWestern Energy	\$ 590.93	8100-31830-403410	SILMD 202 INV# 0712639-4
09/27/2016	798392	NorthWestern Energy	\$ 19.03	8100-31830-403410	SILMD 203 ACCT# 0712640-2
09/27/2016	798392	NorthWestern Energy	\$ 370.47	8100-31830-403410	SILMD 204 ACCT# 0712641-0
09/27/2016	798392	NorthWestern Energy	\$ 35.31	8100-31830-403410	SILMD 205 ACCT# 0712642-8
09/27/2016	798392	NorthWestern Energy	\$ 329.67	8100-31830-403410	SILMD 206 ACCT# 0712643-6
09/27/2016	798392	NorthWestern Energy	\$ 376.78	8100-31830-403410	SILMD 207 ACCT# 0712644-4
09/27/2016	798392	NorthWestern Energy	\$ 245.55	8100-31830-403410	SILMD 208 ACCT# 0712645-1
09/27/2016	798392	NorthWestern Energy	\$ 541.62	8100-31830-403410	SILMD 209 ACCT# 0712646-9
09/27/2016	798392	NorthWestern Energy	\$ 85.65	8100-31830-403410	SILMD 210 ACCT# 0712647-7
09/27/2016	798392	NorthWestern Energy	\$ 47.58	8100-31830-403410	SILMD 211 ACCT# 0712648-5
09/27/2016	798392	NorthWestern Energy	\$ 47.58	8100-31830-403410	SILMD 212 ACCT# 0712649-3
09/27/2016	798392	NorthWestern Energy	\$ 28.56	8100-31830-403410	SILMD 213 ACCT# 0712650-1
09/27/2016	798392	NorthWestern Energy	\$ 475.62	8100-31830-403410	SILMD 214 ACCT# 0712651-9
09/27/2016	798392	NorthWestern Energy	\$ 141.30	8100-31830-403410	SILMD 216 ACCT# 0712652-7
09/27/2016	798392	NorthWestern Energy	\$ 397.42	8100-31830-403410	SILMD 217 ACCT# 0712653-5
09/27/2016	798392	NorthWestern Energy	\$ 252.59	8100-31830-403410	SILMD 220 ACCT# 0712654-3
09/27/2016	798392	NorthWestern Energy	\$ 8.82	8100-31830-403410	SILMD 221 ACCT# 0712655-0
09/27/2016	798392	NorthWestern Energy	\$ 75.32	8100-31830-403410	SILMD 222 ACCT# 0712656-8
09/27/2016	798392	NorthWestern Energy	\$ 114.21	8100-31830-403410	SILMD 223 ACCT# 0712657-6
09/27/2016	798392	NorthWestern Energy	\$ 1,855.94	8100-31830-403410	SILMD 224 ACCT# 0712658-4
09/27/2016	798392	NorthWestern Energy	\$ 353.52	8100-31830-403410	SILMD 225 ACCT# 0712659-2
09/27/2016	798392	NorthWestern Energy	\$ 307.07	8100-31830-403410	SILMD 226 ACCT# 0712660-0
09/27/2016	798392	NorthWestern Energy	\$ 621.20	8100-31830-403410	SILMD 227 ACCT# 0712661-8
09/27/2016	798392	NorthWestern Energy	\$ 797.17	8100-31830-403410	SILMD 228 ACCT# 0712662-6

Check Date	Check	Name	Amount	Account	Item Desc
09/27/2016	798392	NorthWestern Energy	\$ 412.34	8100-31830-403410	SILMD 229 ACCT# 0712663-4
09/27/2016	798392	NorthWestern Energy	\$ 962.09	8100-31830-403410	SILMD 230 ACCT# 0712664-2
09/27/2016	798392	NorthWestern Energy	\$ 577.26	8100-31830-403410	SILMD 231 ACCT# 0712665-9
09/27/2016	798392	NorthWestern Energy	\$ 2,420.28	8100-31830-403410	SILMD 232 ACCT# 0712666-7
09/27/2016	798392	NorthWestern Energy	\$ 833.08	8100-31830-403410	SILMD 233 ACCT# 0712667-5
09/27/2016	798392	NorthWestern Energy	\$ 469.68	8100-31830-403410	SILMD 234 ACCT# 0712668-3
09/27/2016	798392	NorthWestern Energy	\$ 525.33	8100-31830-403410	SILMD 235 ACCT# 0712669-1
09/27/2016	798392	NorthWestern Energy	\$ 167.03	8100-31830-403410	SILMD 236 ACCT# 0712670-9
09/27/2016	798392	NorthWestern Energy	\$ 400.32	8100-31830-403410	SILMD 237 ACCT# 0712671-7
09/27/2016	798392	NorthWestern Energy	\$ 15.02	8100-31830-403410	SILMD 238 ACCT# 0712672-5
09/27/2016	798392	NorthWestern Energy	\$ 94.19	8100-31830-403410	SILMD 239 ACCT# 0712673-3
09/27/2016	798392	NorthWestern Energy	\$ 400.90	8100-31830-403410	SILMD 240 ACCT# 0712674-1
09/27/2016	798392	NorthWestern Energy	\$ 621.97	8100-31830-403410	SILMD 241 ACCT# 0712675-8
09/27/2016	798392	NorthWestern Energy	\$ 82.47	8100-31830-403410	SILMD 242 ACCT# 0712676-6
09/27/2016	798392	NorthWestern Energy	\$ 109.95	8100-31830-403410	SILMD 244 ACCT# 0712677-4
09/27/2016	798392	NorthWestern Energy	\$ 87.03	8100-31830-403410	SILMD 245 ACCT# 0712678-2
09/27/2016	798392	NorthWestern Energy	\$ 329.85	8100-31830-403410	SILMD 246 ACCT# 0712679-0
09/27/2016	798392	NorthWestern Energy	\$ 1,171.70	8100-31830-403410	SILMD 247 ACCT# 0712680-8
09/27/2016	798392	NorthWestern Energy	\$ 2,480.31	8100-31830-403410	SILMD 248 ACCT# 0712681-6
09/27/2016	798392	NorthWestern Energy	\$ 2,721.37	8100-31830-403410	SILMD 249 ACCT# 0718734-7
09/27/2016	798392	NorthWestern Energy	\$ 229.38	8100-31830-403410	SILMD 250 ACCT# 0719001-0
09/27/2016	798392	NorthWestern Energy	\$ 3,913.48	8100-31830-403410	SILMD 251 ACCT# 0718801-4
09/27/2016	798392	NorthWestern Energy	\$ 549.76	8100-31830-403410	SILMD 252 ACCT# 0719162-0
09/27/2016	798392	NorthWestern Energy	\$ 1,938.41	8100-31830-403410	SILMD 253 ACCT# 0719644-7
09/27/2016	798392	NorthWestern Energy	\$ 150.65	8100-31830-403410	SILMD 254 ACCT# 0719763-5
09/27/2016	798392	NorthWestern Energy	\$ 148.09	8100-31830-403410	SILMD 255 ACCT# 0720813-5
09/27/2016	798392	NorthWestern Energy	\$ 893.77	8100-31830-403410	SILMD 257 ACCT# 0720360-7
09/27/2016	798392	NorthWestern Energy	\$ 2,604.10	8100-31830-403410	SILMD 258 ACCT# 0720606-3
09/27/2016	798392	NorthWestern Energy	\$ 1,332.91	8100-31830-403410	SILMD 259 ACCT# 1301786-8
09/27/2016	798392	NorthWestern Energy	\$ 21.10	8100-31830-403410	SILMD 259 ACCT# 0720810-1
09/27/2016	798392	NorthWestern Energy	\$ 494.79	8100-31830-403410	SILMD 261 ACCT# 0720705-3
09/27/2016	798392	NorthWestern Energy	\$ 3,126.68	8100-31830-403410	SILMD 262 ACCT# 0720937-2
09/27/2016	798392	NorthWestern Energy	\$ 947.07	8100-31830-403410	SILMD 263 ACCT# 0720716-0
09/27/2016	798392	NorthWestern Energy	\$ 164.34	8100-31830-403410	SILMD 264 ACCT# 0721427-3
09/27/2016	798392	NorthWestern Energy	\$ 346.67	8100-31830-403410	SILMD 265 ACCT# 0721556-9
09/27/2016	798392	NorthWestern Energy	\$ 35.53	8100-31830-403410	SILMD 266 ACCT# 0721684-9
09/27/2016	798392	NorthWestern Energy	\$ 77.96	8100-31830-403410	SILMD 269 ACCT# 0833098-7
09/27/2016	798392	NorthWestern Energy	\$ 438.33	8100-31830-403410	SILMD 270 ACCT# 0906944-4
09/27/2016	798392	NorthWestern Energy	\$ 999.27	8100-31830-403410	SILMD 271 ACCT# 0995095-7
09/27/2016	798392	NorthWestern Energy	\$ 2,785.42	8100-31830-403410	SILMD 272 ACCT# 0905005-5
09/27/2016	798392	NorthWestern Energy	\$ 200.06	8100-31830-403410	SILMD 273 ACCT# 0926386-4

Check Date	Check	Name	Amount	Account	Item Desc
09/27/2016	798392	NorthWestern Energy	\$ 66.82	8100-31830-403410	SILMD 274 ACCT# 0907926-0
09/27/2016	798392	NorthWestern Energy	\$ 482.13	8100-31830-403410	SILMD 276 ACCT# 0961926-3
09/27/2016	798392	NorthWestern Energy	\$ 817.16	8100-31830-403410	SILMD 277 ACCT# 1058710-3
09/27/2016	798392	NorthWestern Energy	\$ 211.59	8100-31830-403410	SILMD 278 ACCT# 1087619-1
09/27/2016	798392	NorthWestern Energy	\$ 61.32	8100-31830-403410	SILMD 279 ACCT# 1124127-0
09/27/2016	798392	NorthWestern Energy	\$ 683.05	8100-31830-403410	SILMD 280 ACCT# 1045653-1
09/27/2016	798392	NorthWestern Energy	\$ 378.41	8100-31830-403410	SILMD 283 ACCT# 1172743-5
09/27/2016	798392	NorthWestern Energy	\$ 338.18	8100-31830-403410	SILMD 285 ACCT# 1206985-2
09/27/2016	798392	NorthWestern Energy	\$ 235.52	8100-31830-403410	SILMD 286 ACCT# 1296582-8
09/27/2016	798392	NorthWestern Energy	\$ 88.00	8100-31830-403410	SILMD 287 ACCT# 1246537-3
09/27/2016	798392	NorthWestern Energy	\$ 1,767.98	8100-31830-403410	SILMD 288 ACCT# 1303978-9
09/27/2016	798392	NorthWestern Energy	\$ 223.36	8100-31830-403410	SILMD 289 ACCT# 1685375-6
09/27/2016	798392	NorthWestern Energy	\$ 107.64	8100-31830-403410	SILMD 290 ACCT# 1433921-2
09/27/2016	798392	NorthWestern Energy	\$ 604.75	8100-31830-403410	SILMD 292 ACCT# 1481532-8
09/27/2016	798392	NorthWestern Energy	\$ 235.48	8100-31830-403410	SILMD 293 ACCT# 1481534-4
09/27/2016	798392	NorthWestern Energy	\$ 470.96	8100-31830-403410	SILMD 294 ACCT# 1481535-1
09/27/2016	798392	NorthWestern Energy	\$ 109.95	8100-31830-403410	SILMD 295 ACCT# 1481536-9
09/27/2016	798392	NorthWestern Energy	\$ 1,248.07	8100-31830-403410	SILMD 296 ACCT# 1481537-7
09/27/2016	798392	NorthWestern Energy	\$ 211.95	8100-31830-403410	SILMD 297 ACCT# 1481539-3
09/27/2016	798392	NorthWestern Energy	\$ 188.41	8100-31830-403410	SILMD 298 ACCT# 1481540-1
09/27/2016	798392	NorthWestern Energy	\$ 399.45	8100-31830-403410	SILMD 300 ACCT# 1662840-6
09/27/2016	798392	NorthWestern Energy	\$ 4,902.00	8100-31830-403410	SILMD 301 ACCT# 1687005-7
09/27/2016	798392	NorthWestern Energy	\$ 224.01	8100-31830-403410	SILMD 302 ACCT# 1607534-3
09/27/2016	798392	NorthWestern Energy	\$ 769.97	8100-31830-403410	SILMD 305 ACCT# 1695873-8
09/27/2016	798392	NorthWestern Energy	\$ 200.34	8100-31830-403410	SILMD 306 ACCT# 1740353-6
09/27/2016	798392	NorthWestern Energy	\$ 2,116.65	8100-31830-403410	SILMD 307 ACCT# 2049005-8
09/27/2016	798392	NorthWestern Energy	\$ 261.71	8100-31830-403410	SILMD 308 ACCT# 2072459-7
09/27/2016	798392	NorthWestern Energy	\$ 263.39	8100-31830-403410	SILMD 309 ACCT# 2001311-6
09/27/2016	798392	NorthWestern Energy	\$ 277.88	8100-31830-403410	SILMD 310 ACCT# 2060519-2
09/27/2016	798392	NorthWestern Energy	\$ 201.61	8100-31830-403410	SILMD 311 ACCT# 3014475-2
09/27/2016	798392	NorthWestern Energy	\$ 124.22	8100-31830-403410	SILMD 312 ACCT# 3146127-0
09/27/2016	798392	NorthWestern Energy	\$ 79.08	8100-31830-403410	SILMD 315 Acct# 3305804-1
09/27/2016	798392	NorthWestern Energy	\$ 1,085.04	8100-31830-403410	SILMD 316 Acct# 3291842-7
09/27/2016	798392	NorthWestern Energy	\$ 60.54	8100-31830-403410	SILMD 317 Acct# 3253826-6
09/27/2016	798392	NorthWestern Energy	\$ 55.04	8100-31830-403410	SILMD 320 Acct# 0712569-3
09/27/2016	798393	NorthWestern Energy	\$ 601.99	0100-51120-403410	0722257-3
09/27/2016	798393	NorthWestern Energy	\$ 299.37	0100-51120-403410	0722260-7
09/27/2016	798393	NorthWestern Energy	\$ 58.82	0100-51120-403410	0722261-5
09/27/2016	798393	NorthWestern Energy	\$ 40.99	0100-51120-403410	0722262-3
09/27/2016	798393	NorthWestern Energy	\$ 184.14	0100-51120-403410	0722265-6
09/27/2016	798393	NorthWestern Energy	\$ 15.52	0100-51120-403410	0722268-0

Check Date	Check	Name	Amount	Account	Item Desc
09/27/2016	798393	NorthWestern Energy	\$ 29.29	0100-51120-403410	0723038-6
09/27/2016	798393	NorthWestern Energy	\$ 586.61	0100-51120-403410	0723044-4
09/27/2016	798393	NorthWestern Energy	\$ 36.83	0100-51120-403410	0723051-9
09/27/2016	798393	NorthWestern Energy	\$ 37.37	0100-51120-403410	0723052-7
09/27/2016	798393	NorthWestern Energy	\$ 9.40	0100-51120-403410	0723090-7
09/27/2016	798393	NorthWestern Energy	\$ 754.98	0100-51120-403410	0723170-7
09/27/2016	798393	NorthWestern Energy	\$ -	0100-51120-403410	0723027-9
09/27/2016	798393	NorthWestern Energy	\$ 213.26	6070-22350-403410	0721580-9
09/27/2016	798393	NorthWestern Energy	\$ 16.11	0100-51120-403410	0722237-5
09/27/2016	798393	NorthWestern Energy	\$ 7.67	0100-51120-403410	0722247-4
09/27/2016	798393	NorthWestern Energy	\$ 265.56	0100-51120-403410	0722251-6
09/27/2016	798393	NorthWestern Energy	\$ 0.10	0100-51120-403410	0722254-0
09/27/2016	798393	NorthWestern Energy	\$ 95.30	0100-51120-403410	0722255-7
09/27/2016	798393	NorthWestern Energy	\$ 58.47	0100-51120-403410	0722263-1
09/27/2016	798393	NorthWestern Energy	\$ 41.14	0100-51120-403410	0722266-4
09/27/2016	798393	NorthWestern Energy	\$ 17.07	0100-51120-403410	0722269-8
09/27/2016	798393	NorthWestern Energy	\$ 12.30	0100-51120-403410	0722292-0
09/27/2016	798393	NorthWestern Energy	\$ 44.50	0100-51120-403410	0722293-8
09/27/2016	798393	NorthWestern Energy	\$ 17.07	0100-51120-403410	0722905-7
09/27/2016	798393	NorthWestern Energy	\$ 346.61	0100-51120-403410	0722933-9
09/27/2016	798393	NorthWestern Energy	\$ 287.03	0100-51120-403410	0723035-2
09/27/2016	798393	NorthWestern Energy	\$ 9.10	0100-51120-403410	0723036-0
09/27/2016	798393	NorthWestern Energy	\$ 194.90	0100-51120-403410	0723037-8
09/27/2016	798393	NorthWestern Energy	\$ 47.21	0100-51120-403410	0723042-8
09/27/2016	798393	NorthWestern Energy	\$ 122.29	0100-51120-403410	0723048-5
09/27/2016	798393	NorthWestern Energy	\$ 194.23	0100-51120-403410	0723050-1
09/27/2016	798393	NorthWestern Energy	\$ 554.28	0100-51120-403410	0723054-3
09/27/2016	798393	NorthWestern Energy	\$ 12.66	0100-51120-403410	0723055-0
09/27/2016	798393	NorthWestern Energy	\$ 79.96	0100-51120-403410	0723056-8
09/27/2016	798393	NorthWestern Energy	\$ 10.18	0100-51120-403410	0723057-6
09/27/2016	798393	NorthWestern Energy	\$ 28.52	0100-51120-403410	0723058-4
09/27/2016	798393	NorthWestern Energy	\$ 10.52	0100-51120-403410	0723162-4
09/27/2016	798393	NorthWestern Energy	\$ 7.55	0100-51120-403410	0723644-1
09/27/2016	798393	NorthWestern Energy	\$ 7.55	0100-51120-403410	0723645-8
09/27/2016	798393	NorthWestern Energy	\$ 33.74	0100-51120-403410	0789437-1
09/27/2016	798393	NorthWestern Energy	\$ 504.73	1500-22210-403410	0100477-9: FIRE 6 (HEIGHTS) STATION /
09/27/2016	798393	NorthWestern Energy	\$ 63.80	5610-71130-403410	3085107-5. New Employee Parking. September
09/27/2016	798393	NorthWestern Energy	\$ 2,547.16	5610-71130-403410	0100483-7. Runway Lights. September 2016
09/27/2016	798393	NorthWestern Energy	\$ 1,725.85	5610-71130-403410	0100484-5. ARFF Facility. September 2016
09/27/2016	798393	NorthWestern Energy	\$ 28.80	5610-71130-403410	1647695-4. De Icer. September 2016
09/27/2016	798393	NorthWestern Energy	\$ 2,060.84	5610-71190-403410	1993430-6. Car Wash. September 2016

Check Date	Check	Name	Amount	Account	Item Desc
09/27/2016	798393	NorthWestern Energy	\$ 435.39	5610-71190-403410	2001846-1. Mud Wash. September 2016
09/27/2016	798393	NorthWestern Energy	\$ 291.35	5610-71190-403410	2001848-7. Detail Bay 1 Hertz. September 2016
09/27/2016	798393	NorthWestern Energy	\$ 327.31	5610-71190-403410	2001855-2. Detail Bay 2 National/Alamo.
09/27/2016	798393	NorthWestern Energy	\$ 206.47	5610-71190-403410	2001862-8. Detail Bay 3 Enterprise. September
09/27/2016	798393	NorthWestern Energy	\$ 196.83	5610-71190-403410	2001865-1. Detail Bay 4 Avis/Budget. September
09/27/2016	798393	NorthWestern Energy	\$ 136.12	5610-71190-403410	2001867-7. Detail Bay 5 Thrifty/Dollar. September
09/27/2016	798393	NorthWestern Energy	\$ 41.60	5610-71170-403410	1138926-9. Aero Interiors. September 2016
09/27/2016	798393	NorthWestern Energy	\$ 829.21	5610-71170-403410	1669567-8. TSA Building. September 2016
09/27/2016	798393	NorthWestern Energy	\$ 1,357.82	1500-22210-403410	0871546-8
09/27/2016	798393	NorthWestern Energy	\$ 363.62	0100-51120-403410	0925496-2
09/27/2016	798393	NorthWestern Energy	\$ 572.84	6500-15660-403410	0975808-7
09/27/2016	798393	NorthWestern Energy	\$ 1,160.87	5020-74000-403410	1116452-2
09/27/2016	798393	NorthWestern Energy	\$ 961.10	6500-15660-403410	1160802-3
09/27/2016	798393	NorthWestern Energy	\$ 1,488.47	6500-15660-403410	1160804-9
09/27/2016	798393	NorthWestern Energy	\$ 3,106.74	6500-15660-403410	1269391-7
09/27/2016	798393	NorthWestern Energy	\$ 1,031.00	5410-31230-403410	3252194-0
09/27/2016	798395	Priority Dispatch	\$ 900.00	1500-22250-402290	CDE ADVANCEMENT SERIES (MEDICAL 2016) -
09/27/2016	798395	Priority Dispatch	\$ 2,200.00	2250-22320-403822	ED-Q TRAINING/CERTIFICATION
09/27/2016	798397	Prorover	\$ 4,720.00	0100-51140-403990	Prune trees at Pioneer Park.
09/27/2016	798399	Public Utilities	\$ 1,507.07	8720-51980-403420	242652
09/27/2016	798399	Public Utilities	\$ 9,945.05	8720-51980-403420	236250
09/27/2016	798399	Public Utilities	\$ 2,703.27	8720-51980-403420	168362
09/27/2016	798399	Public Utilities	\$ 254.15	8720-51980-403420	187900
09/27/2016	798399	Public Utilities	\$ 2,415.05	8720-51980-403420	192352
09/27/2016	798399	Public Utilities	\$ 1,930.39	8720-51980-403420	242652
09/27/2016	798399	Public Utilities	\$ 1,164.43	5120-84000-403420	111176
09/27/2016	798402	Rescue Source	\$ 2,520.00	1500-22310-402690	PF4025R - RAPID RESCUER PFD, RESCUE
09/27/2016	798402	Rescue Source	\$ 265.65	1500-22310-402690	BG3085L - MESH DUFFLE, LARGE 35X17X17
09/27/2016	798402	Rescue Source	\$ 150.00	1500-22310-402690	ESTIMATED SHIPPING
09/27/2016	798406	Sanderson Stewart	\$ 34,769.26	8450-31860-409310	WO 16-09 Grand Ave (48th Street West to 58th
09/27/2016	798407	Sands	\$ 2,188.15	1500-22240-403810	TUITION: SUMMER II SESSION/SURVEY
09/27/2016	798407	Sands	\$ 816.55	1500-22240-403810	TUITION: PHYSICS I (P141)\$1,039.17 AND BOOK-
09/27/2016	798408	Schmitt, Deborah	\$ 3,024.02	6200-19110-403870	Travel Reimbursement for VMware Conference
09/27/2016	798411	Sherwin Williams	\$ 979.75	2110-31320-402340	red paint for painting intakes
09/27/2016	798411	Sherwin Williams	\$ 2,127.20	2110-31320-402340	white paint for crosswalks. Could not get from
09/27/2016	798411	Sherwin Williams	\$ 1,493.60	2110-31320-402340	yellow 5gal buckets for curbs. Could not get from
09/27/2016	798419	Stephen J. Beck and Associates Incorporated	\$ 5,570.48	1500-21400-403822	Exceptional Customer Service Part I
09/27/2016	798421	Stewart Title Company	\$ 15,000.00	2850-65810-407277	FTHB Karen Parkins 1317 Yellowstone River Road
09/27/2016	798427	Tetra Tech, Inc.	\$ 2,952.50	5410-31230-403590	Landfill monitoring and consulting Year 2 of
09/27/2016	798429	Town & Country Supply Association	\$ 326.34	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 301443
09/27/2016	798429	Town & Country Supply Association	\$ 250.89	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 301446

Check Date	Check	Name	Amount	Account	Item Desc
09/27/2016	798429	Town & Country Supply Association	\$ 7,074.97	6010-00000-141000	PO number 301487, 301488
09/27/2016	798429	Town & Country Supply Association	\$ 15,917.75	6010-00000-141000	PO number 301487, 301488
09/27/2016	798429	Town & Country Supply Association	\$ 456.08	1500-22260-402310	218939: FIRE 1 - UNLEADED DELIVERED
09/27/2016	798429	Town & Country Supply Association	\$ 1,608.14	1500-22260-402310	218939: FIRE 1,2,3,5,6 - DIESEL DELIVERED
09/27/2016	798429	Town & Country Supply Association	\$ 319.86	1500-22260-402310	218959: FIRE 1 - UNLEADED DELIVERED
09/27/2016	798429	Town & Country Supply Association	\$ 737.02	1500-22260-402310	218959: FIRE 1&5: DIESEL DELIVERED
09/27/2016	798429	Town & Country Supply Association	\$ 16,470.68	5610-71130-402310	Invoice #219540. Unleaded fuel for Operations
09/27/2016	798429	Town & Country Supply Association	\$ 3,701.82	5710-00000-141000	BUS MET PO NUM 301483
09/27/2016	798429	Town & Country Supply Association	\$ 2,157.23	1500-22260-402310	218770 FIRE: 1,2,3,5,6 - DIESEL DELIVERED
09/27/2016	798429	Town & Country Supply Association	\$ 1,013.81	1500-22260-402310	219316 FIRE 1 - UNLEADED DELIVERED
09/27/2016	798429	Town & Country Supply Association	\$ 292.88	1500-22260-402310	219317 FIRE 5 - UNLEADED DELIVERED
09/27/2016	798430	Tractor & Equipment Co.	\$ 1,297.36	5410-31230-402320	BLW00170171
09/27/2016	798430	Tractor & Equipment Co.	\$ 587.78	5410-31220-402320	BLW00170193
09/27/2016	798430	Tractor & Equipment Co.	\$ 587.12	5410-31220-402320	BLW00170329
09/27/2016	798430	Tractor & Equipment Co.	\$ 6,810.00	6010-00000-141000	B2308301 PO NUM 301481
09/27/2016	798430	Tractor & Equipment Co.	\$ 1,296.66	5410-31230-402320	Parts for Landfill equipment
09/27/2016	798433	Trojan Technologies	\$ 250,525.28	5030-74910-409390	WO 15-10 Water Treatment Facility UV System
09/27/2016	798438	Verizon Wireless	\$ 200.09	1500-21700-403450	Animal Shelter MDT
09/27/2016	798438	Verizon Wireless	\$ 691.24	7170-21660-403450	CCSIU Cell/PTT
09/27/2016	798438	Verizon Wireless	\$ 40.01	7170-21660-403450	CCSIU Air Card
09/27/2016	798438	Verizon Wireless	\$ 80.02	7170-21660-403450	CCSIU RAVEN
09/27/2016	798438	Verizon Wireless	\$ 120.78	0100-43210-403450	Code Enforcement Air Cards
09/27/2016	798438	Verizon Wireless	\$ 40.01	6200-19110-403450	ITD
09/27/2016	798438	Verizon Wireless	\$ 80.02	2600-55170-403450	Library Outreach Air Cards
09/27/2016	798438	Verizon Wireless	\$ 3,345.59	1500-21110-403450	MDT Toughbooks Police
09/27/2016	798438	Verizon Wireless	\$ 470.28	5710-71470-403160	MET Transit Tablets
09/27/2016	798438	Verizon Wireless	\$ 40.01	1500-21110-403450	Police ICAC 406-690-7347
09/27/2016	798438	Verizon Wireless	\$ 40.01	1500-21110-403450	Police MiFi 406-633-0820
09/27/2016	798438	Verizon Wireless	\$ 40.01	1500-21110-403450	Police US Marshall Toughbooks
09/27/2016	798438	Verizon Wireless	\$ 40.01	0100-51120-403450	PRPL-PARKS PMD Air Card 406-794-6977
09/27/2016	798438	Verizon Wireless	\$ (178.02)	2090-44510-403450	PW Building Air Cards
09/27/2016	798438	Verizon Wireless	\$ 288.07	5020-75000-403450	PW-Distribution Collection Tablets
09/27/2016	798438	Verizon Wireless	\$ 192.05	5120-85000-403450	PW-Distribution Collection Tablets
09/27/2016	798438	Verizon Wireless	\$ 140.06	6700-31410-403450	PW-Engineering
09/27/2016	798438	Verizon Wireless	\$ 70.03	2110-31320-403450	PW-Streets 406-697-0361 iPad 406-633-1991
09/27/2016	798438	Verizon Wireless	\$ 18.02	5020-75000-403450	PWBELKNAP-AIR
09/27/2016	798438	Verizon Wireless	\$ 12.00	5120-85000-403450	PWBELKNAP-AIR
09/27/2016	798438	Verizon Wireless	\$ 178.12	7170-21660-403450	CCSIU MDT
09/27/2016	798438	Verizon Wireless	\$ 192.04	5020-75000-403450	PW-DIS-COLL CITYWORKS
09/27/2016	798438	Verizon Wireless	\$ 128.04	5120-85000-403450	PW-DIS-COLL CITYWORKS
09/27/2016	798438	Verizon Wireless	\$ 80.02	1500-21110-403450	POLICE IPAD ST JOHN

Check Date	Check	Name	Amount	Account	Item Desc
09/27/2016	798438	Verizon Wireless	\$ 240.06	2110-31320-403450	PW-STREETS CITY WORKS
09/27/2016	798438	Verizon Wireless	\$ 40.01	5210-15210-403450	PARKING 406-690-5822 5210-15210-403450
09/27/2016	798438	Verizon Wireless	\$ 280.07	5020-73120-403450	PWBLKNP COMM-METER CityWorks/Neptune
09/27/2016	798438	Verizon Wireless	\$ 40.01	2510-21870-403450	POLICE Forensics Tim West
09/27/2016	798438	Verizon Wireless	\$ 440.19	5020-73120-403450	PWBLKNP METER SHOP 5020-73120-403450
09/27/2016	798438	Verizon Wireless	\$ 702.27	0100-15120-403450	Finance Pat Weber iPad 406-698-9127
09/27/2016	798438	Verizon Wireless	\$ 80.02	0100-51290-403450	PRPL-Recreation
09/27/2016	798439	Verizon Wireless	\$ 544.73	5610-71100-403450	Airport
09/27/2016	798439	Verizon Wireless	\$ 499.52	1500-21700-403450	Animal Shelter
09/27/2016	798439	Verizon Wireless	\$ 186.91	7170-21660-403450	CCSIU
09/27/2016	798439	Verizon Wireless	\$ 54.41	0100-16110-403450	City Attorney
09/27/2016	798439	Verizon Wireless	\$ 52.92	1500-22250-403450	Comm Center 911
09/27/2016	798439	Verizon Wireless	\$ 71.00	6500-15650-403450	Facilites BOC Plus 70% of 406-672-3027
09/27/2016	798439	Verizon Wireless	\$ 91.49	6500-15670-403450	Facilities City Hall Plus 30% of 406-672-3027
09/27/2016	798439	Verizon Wireless	\$ 79.32	0100-15120-403450	Finance Pat Weber
09/27/2016	798439	Verizon Wireless	\$ 1,010.51	1500-22210-403450	Fire Department
09/27/2016	798439	Verizon Wireless	\$ (13.26)	0100-17500-403450	Human Resources
09/27/2016	798439	Verizon Wireless	\$ 13.23	6200-19110-403450	ITD
09/27/2016	798439	Verizon Wireless	\$ 14.19	2600-55170-403450	LBRY OTRCH Library Outreach
09/27/2016	798439	Verizon Wireless	\$ 518.89	2600-55120-403450	Library
09/27/2016	798439	Verizon Wireless	\$ 42.97	0100-11000-403450	Mayor
09/27/2016	798439	Verizon Wireless	\$ 57.49	6010-15500-403450	Motor Pool
09/27/2016	798439	Verizon Wireless	\$ 192.47	0100-12200-403450	Muni Court Drug Court
09/27/2016	798439	Verizon Wireless	\$ 87.72	0100-12120-403450	Municipal Court Judge
09/27/2016	798439	Verizon Wireless	\$ 13.23	2400-43010-403450	Planning
09/27/2016	798439	Verizon Wireless	\$ 3,301.69	1500-21110-403450	Police
09/27/2016	798439	Verizon Wireless	\$ 126.92	2510-21870-403450	Police Forensic
09/27/2016	798439	Verizon Wireless	\$ 506.14	1500-21110-403450	Police Resource Officers
09/27/2016	798439	Verizon Wireless	\$ 28.17	2490-21960-403450	Police-DOM VIOL 406-698-1391
09/27/2016	798439	Verizon Wireless	\$ 113.06	5210-15210-403450	PRKING ENFORCEMENT (Parking)
09/27/2016	798439	Verizon Wireless	\$ 176.79	0100-51100-403450	PRPL - Director Admin
09/27/2016	798439	Verizon Wireless	\$ 382.91	0100-51210-403450	PRPL - Recreation Division
09/27/2016	798439	Verizon Wireless	\$ 74.64	0100-51400-403450	PRPL-Cemetery
09/27/2016	798439	Verizon Wireless	\$ 44.11	0100-51120-403450	PRPL-PARK SHOPS
09/27/2016	798439	Verizon Wireless	\$ 978.54	0100-51120-403450	PRPL-PARKS
09/27/2016	798439	Verizon Wireless	\$ 61.90	6600-31100-403450	Public Works Admin
09/27/2016	798439	Verizon Wireless	\$ 245.31	2090-44510-403450	PW-Building (PLANNING)
09/27/2016	798439	Verizon Wireless	\$ 226.89	6700-31410-403450	PW-Engineering
09/27/2016	798439	Verizon Wireless	\$ 115.01	5410-31210-403450	PW-Solid Waste
09/27/2016	798439	Verizon Wireless	\$ 340.29	2110-31320-403450	PW-STRT TRFC Streets
09/27/2016	798439	Verizon Wireless	\$ 268.75	5410-31230-403450	PW-SW-ON CALL Solid Waste On Call

Check Date	Check	Name	Amount	Account	Item Desc
09/27/2016	798439	Verizon Wireless	\$ 442.64	5020-75000-403450	PWBELKNAP-DIST COLL
09/27/2016	798439	Verizon Wireless	\$ 295.10	5120-85000-403450	PWBELKNAP-DIST COLL
09/27/2016	798439	Verizon Wireless	\$ 936.13	5020-74000-403450	PWBELKNAP-WT Water Treatment
09/27/2016	798439	Verizon Wireless	\$ 443.71	5020-73120-403450	PWBLKNP MTRSHOP
09/27/2016	798439	Verizon Wireless	\$ 70.05	5020-73110-403450	PWBLKNP OFFICE Belknap Office
09/27/2016	798439	Verizon Wireless	\$ 46.71	5120-83110-403450	PWBLKNP OFFICE Belknap Office
09/27/2016	798439	Verizon Wireless	\$ 58.38	5020-73140-403450	PWBLKNP STORES
09/27/2016	798439	Verizon Wireless	\$ 19.46	5120-83140-403450	PWBLKNP STORES
09/27/2016	798439	Verizon Wireless	\$ 936.22	5120-84000-403450	PWBLNP-WWTRMNT1 Wastewater Treatment
09/27/2016	798439	Verizon Wireless	\$ 23.35	6060-19310-403450	TeleComm Manager
09/27/2016	798439	Verizon Wireless	\$ 92.90	5710-71420-403160	Trans-On Call MET
09/27/2016	798439	Verizon Wireless	\$ 92.69	5710-71410-403450	Transit MET
09/27/2016	798439	Verizon Wireless	\$ 97.11	0100-43210-403450	Code Enforcement
09/27/2016	798439	Verizon Wireless	\$ 107.61	5120-87000-403450	PWBLNP-ENVIRONMENTAL
09/27/2016	798439	Verizon Wireless	\$ 1,191.03	0100-51120-403450	PRPL-PARKS-SEASONAL
09/27/2016	798439	Verizon Wireless	\$ 461.89	5120-84300-403450	PWBLKNP ELECTRICIANS 5120-84000-403450
09/27/2016	798439	Verizon Wireless	\$ (78.89)	0100-51210-403450	PRPL REC SEASONAL
09/27/2016	798442	Vievu LLC	\$ 2,999.75	1500-21720-402260	Item #LE4, Body Worn Video Camera
09/27/2016	798442	Vievu LLC	\$ 34.00	1500-21720-402260	Shipping
09/27/2016	798445	Wilson Bros. Construction Inc	\$ 7,721.34	4710-31610-409310	SID 1382 Colton Blvd
09/27/2016	798445	Wilson Bros. Construction Inc	\$ 2,306.37	2050-31310-409310	SID 1382 Colton Blvd
09/27/2016	798447	Yellowstone County GIS	\$ 7,000.00	6200-19130-403590	Yellowstone County GIS MOU Agreement 1st
09/27/2016	798449	Zeier Consulting LLC	\$ 38,422.50	1990-15050-403590	Quarterly services
09/27/2016	798449	Zeier Consulting LLC	\$ 1,520.22	1990-15050-403590	Travel reimbursement
09/28/2016	798450	JDR Solutions	\$ 18,094.00	9000-00000-229000	BID Deposit refund for 911 Center demolition
09/28/2016	798451	Yochum Contracting	\$ 6,762.00	9000-00000-229000	BID Deposit refund for 911 Center Demolition

Regular City Council Meeting

Meeting Date: 10/24/2016

TITLE: Payment of Claims October 3, 2016

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$2,599,326.14 have been audited and are presented for City Council payment approval. A complete listing of the claims dated October 3, 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_10.3.2016

Check Date	Check	Name	Amount	Account	Item Desc
10/03/2016	798454	5 Star Industries LLC	\$ 13,200.00	5410-31220-404270	16 8 yard dumpsters
10/03/2016	798455	A-1 Landscaping & Nursery	\$ 2,532.00	2600-55120-403660	Invoice 150
10/03/2016	798462	American Title & Escrow	\$ 15,000.00	2850-65810-407277	FTHB Nicole Everson 2219 Avenue B
10/03/2016	798471	Billings Depot Inc	\$ 5,648.67	6600-31100-405310	Rent
10/03/2016	798471	Billings Depot Inc	\$ 8,473.00	6700-31410-405310	Rent
10/03/2016	798481	Business Tax Section	\$ 224.10	4050-71250-409687	AIP 53 Concourse B Upgrades Restroom &
10/03/2016	798481	Business Tax Section	\$ 24.90	4050-71250-409689	AIP 53 Concourse B Upgrades Restroom &
10/03/2016	798481	Business Tax Section	\$ 166.00	5050-75150-403671	Curb Box Valve Repair list 07 22 2016
10/03/2016	798481	Business Tax Section	\$ 4,474.13	4050-71250-409687	AIP 52 Pond D Storm Water Detention &
10/03/2016	798481	Business Tax Section	\$ 497.13	4050-71250-409689	AIP 52 Pond D Storm Water Detention &
10/03/2016	798481	Business Tax Section	\$ 3,672.42	4070-71280-409397	PFC Pond D Storm Water Detention &
10/03/2016	798481	Business Tax Section	\$ 2,068.94	5130-85910-409340	WO 16-01 Schedule 2B - Sanitary Sewer
10/03/2016	798481	Business Tax Section	\$ 3.90	4710-00000-201100	SID 1382 Colton Blvd
10/03/2016	798481	Business Tax Section	\$ 148.11	2050-00000-201100	SID 1382 Colton Blvd
10/03/2016	798481	Business Tax Section	\$ 53.05	8400-00000-201100	SID 1382 Colton Blvd
10/03/2016	798481	Business Tax Section	\$ 4.03	4240-00000-201100	Business tax Retainage release on Empire
10/03/2016	798481	Business Tax Section	\$ 5,154.08	5030-74910-409390	WO 15-10 WTP Chemical Bldg/Disinfection
10/03/2016	798481	Business Tax Section	\$ 1,316.80	8730-51990-409370	Business tax on Good Earth Works-
10/03/2016	798481	Business Tax Section	\$ 100.86	2120-00000-201100	Invoice 5 (Retainage Release)
10/03/2016	798485	Chicago Title of Montana LLC	\$ 10,000.00	2920-66800-407275	FTHB Michael Groscop 717 Aronson
10/03/2016	798487	Cmg Construction, Inc.	\$ 9,984.50	2120-00000-201100	Invoice 5 Retainage Release
10/03/2016	798488	Collaborative Design Arch	\$ 2,025.60	5030-73910-409390	WO 16-20 Belknap Finance Offices
10/03/2016	798488	Collaborative Design Arch	\$ 1,350.40	5130-83910-409390	WO 16-20 Belknap Finance Offices
10/03/2016	798493	Cop Construction Co	\$ 363,569.96	4070-71280-409397	PFC - Pond D Storm Water Detention &
10/03/2016	798493	Cop Construction Co	\$ 442,939.58	4050-71250-409687	AIP 52 Pond D Storm Water Detention &
10/03/2016	798493	Cop Construction Co	\$ 49,215.51	4050-71250-409689	AIP 52 Pond D Storm Water Detention &
10/03/2016	798493	Cop Construction Co	\$ 510,254.26	5030-74910-409390	WO 15-10 WTP Chemical Bldg/Disinfection
10/03/2016	798496	Creative Culture Insignia Llc	\$ 3,352.00	2510-21270-402190	Promotional items for ICAC Grant
10/03/2016	798500	Donnes Inc	\$ 5,000.00	5020-74000-403660	Digging intake
10/03/2016	798500	Donnes Inc	\$ 2,400.00	8730-51990-403650	Landscape rock for Optimist park.
10/03/2016	798503	DXE Medical Inc	\$ 5,995.00	1500-22290-402690	LIFEPAK LP 12 AED, BIPHASIC
10/03/2016	798504	Ebms	\$ 1,535.00	6270-17520-403511	October 2016 Fee Breakdown
10/03/2016	798504	Ebms	\$ 25,012.70	6270-17520-403512	October 2016 Fee Breakdown
10/03/2016	798504	Ebms	\$ 48,369.36	6270-17520-403515	October 2016 Fee Breakdown
10/03/2016	798504	Ebms	\$ 714.00	6270-17520-403517	October 2016 Fee Breakdown
10/03/2016	798504	Ebms	\$ 3,342.00	6270-17520-403519	October 2016 Fee Breakdown
10/03/2016	798504	Ebms	\$ 3,992.30	6270-17520-405161	October 2016 Fee Breakdown
10/03/2016	798519	General Contractors Construction Company Inc	\$ 22,185.90	4050-71250-409687	AIP 53 Concourse B Upgrades Restroom &
10/03/2016	798519	General Contractors Construction Company Inc	\$ 2,465.10	4050-71250-409689	AIP 53 Concourse B Upgrades Restroom &
10/03/2016	798520	Good Earth Works Co Inc The	\$ 130,363.20	8730-51990-409370	Irrigation replacement at Veterans Park.
10/03/2016	798525	Guardian Security Inc	\$ 8,738.24	2600-55120-403574	Invoice 93

Check Date	Check	Name	Amount	Account	Item Desc
10/03/2016	798530	Harris Systems USA Inc	\$ 4,050.00	5410-31220-409480	CIS Web Services (2) for Integration
10/03/2016	798530	Harris Systems USA Inc	\$ 4,500.00	5410-31220-409480	License for CIS Web Services Integration
10/03/2016	798531	HDR, Inc.	\$ 25,081.86	5030-74910-409390	WO 15-10 WTP Chemical
10/03/2016	798534	I-State Truck, Inc.	\$ 303,746.00	2110-31320-409420	2 new model freightliner 37,000 GVW Single
10/03/2016	798534	I-State Truck, Inc.	\$ (15,000.00)	2110-31320-409420	Trade in unit 1183 1997 freightliner
10/03/2016	798534	I-State Truck, Inc.	\$ (12,000.00)	2110-31320-409420	Trade in unit 1185 1995 freightliner
10/03/2016	798534	I-State Truck, Inc.	\$ 4,018.00	2110-31320-409420	5 year engine transmission warranty
10/03/2016	798534	I-State Truck, Inc.	\$ 434.00	2110-31320-409420	(2) Rod markers and (1) rubber shield
10/03/2016	798535	Industrial Communication & Electronics Bozeman INC	\$ 3,250.00	1500-22270-402481	UH-51 UNDER HELMET HEADSETS
10/03/2016	798535	Industrial Communication & Electronics Bozeman INC	\$ 59.90	1500-22270-402481	108-0003-00 EAR COVERS
10/03/2016	798535	Industrial Communication & Electronics Bozeman INC	\$ 59.50	1500-22270-402481	HANGER HOOKS
10/03/2016	798535	Industrial Communication & Electronics Bozeman INC	\$ 390.00	1500-22270-402481	MH-10 INTERFACE MODULE
10/03/2016	798535	Industrial Communication & Electronics Bozeman INC	\$ 100.00	1500-22270-402481	ESTIMATED SHIPPING
10/03/2016	798539	Jay's Waterline Repair	\$ 16,434.00	5050-75150-403671	Curb Box Valve Repair list 7 22 2016
10/03/2016	798543	Journal Technologies Inc	\$ 4,460.00	0100-16110-403553	JW Support Annual Support Renewal
10/03/2016	798544	Kadrmas Lee & Jackson	\$ 5,159.51	4710-00000-201100	SID 1382 Colton Boulevard
10/03/2016	798544	Kadrmas Lee & Jackson	\$ 432.15	5030-00000-201100	SID 1382 Colton Boulevard
10/03/2016	798544	Kadrmas Lee & Jackson	\$ 874.93	8400-00000-201100	SID 1382 Colton Boulevard
10/03/2016	798544	Kadrmas Lee & Jackson	\$ 3,252.96	2050-00000-201100	SID 1382 Colton Boulevard
10/03/2016	798547	Knife River (JTL Group Inc.)	\$ 76.95	2110-31320-404710	asphalt
10/03/2016	798547	Knife River (JTL Group Inc.)	\$ 1,230.47	2110-31320-404520	1 1/2" crushed base
10/03/2016	798547	Knife River (JTL Group Inc.)	\$ 1,753.20	2110-31320-404520	1 1/2" crushed base
10/03/2016	798547	Knife River (JTL Group Inc.)	\$ 1,268.25	2110-31320-404710	asphalt
10/03/2016	798547	Knife River (JTL Group Inc.)	\$ 2,108.43	2110-31320-404520	1 1/2" crushed base
10/03/2016	798547	Knife River (JTL Group Inc.)	\$ 1,580.18	2110-31320-404520	1 1/2" crushed base
10/03/2016	798547	Knife River (JTL Group Inc.)	\$ 3,854.34	2110-31320-404710	asphalt
10/03/2016	798550	Leo W O'Brien & Co, CPA's	\$ 3,207.50	0100-16110-403560	Watters et al v. COB Employment Litigation
10/03/2016	798554	Maverick Management Solutions LLC	\$ 7,923.81	2400-43010-403824	Butt Investigation
10/03/2016	798556	Mead & Hunt Inc	\$ 5,088.23	5610-71100-403590	Invoice #264158. Airfare Monitoring August
10/03/2016	798564	Montana Law Enforcement Academy	\$ 1,500.00	1500-21400-403822	Invoice 9783, Montana Law Enforcement
10/03/2016	798564	Montana Law Enforcement Academy	\$ 1,500.00	1500-21400-403822	Invoice 9782, Montana Law Enforcement
10/03/2016	798564	Montana Law Enforcement Academy	\$ 1,500.00	1500-21400-403822	Invoice 9781 - Montana Law Enforcement
10/03/2016	798564	Montana Law Enforcement Academy	\$ 1,500.00	1500-21400-403822	Invoice 9779 - Montana Law Enforcement
10/03/2016	798564	Montana Law Enforcement Academy	\$ 1,500.00	1500-21400-403822	Montana Law Enforcement Academy - Kathy
10/03/2016	798564	Montana Law Enforcement Academy	\$ 1,500.00	1500-21400-403822	Invoice 9780 - Montana Law Enforcement
10/03/2016	798564	Montana Law Enforcement Academy	\$ 1,500.00	1500-21400-403822	Invoice 9785 - Montana Law Enforcement
10/03/2016	798567	Montana State Fireman's Assoc	\$ 3,092.79	9000-00000-209924	Payroll Summary
10/03/2016	798568	Morrison Maierle Inc	\$ 41,930.15	4050-71250-409687	AIP 52 Pond D Storm Water System -
10/03/2016	798568	Morrison Maierle Inc	\$ 4,658.92	4050-71250-409689	AIP 52 Pond D Storm Water System - Local
10/03/2016	798572	MT Waterworks	\$ 626.40	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM
10/03/2016	798572	MT Waterworks	\$ 1,132.94	5020-00000-141000	SYSTEMS PO NUM 301454

Check Date	Check	Name	Amount	Account	Item Desc
10/03/2016	798572	MT Waterworks	\$ 4,561.74	5020-75000-402380	Parts to replace inter section at Shasta &
10/03/2016	798579	Northwest Industrial Repair Inc	\$ 36,528.80	5120-84000-402450	Tuthill 9020-69R2P PD Blower with plugged
10/03/2016	798580	NorthWestern Energy	\$ 458.80	6600-31100-403410	Electricity
10/03/2016	798580	NorthWestern Energy	\$ 688.19	6700-31410-403410	Electricity
10/03/2016	798580	NorthWestern Energy	\$ 62.47	5610-71130-403410	0719616-5. ARFF Facility Lights. September
10/03/2016	798580	NorthWestern Energy	\$ 346.39	5610-71170-403410	0712792-1. IP-7. September 2016
10/03/2016	798580	NorthWestern Energy	\$ 28.98	5610-71170-403410	0712799-6. IP-8. September 2016
10/03/2016	798580	NorthWestern Energy	\$ 1,755.86	5610-71170-403410	0712800-2. IP-9. September 2016
10/03/2016	798580	NorthWestern Energy	\$ 104.46	5610-71170-403410	0712809-3. IP12 Alpine. September 2016
10/03/2016	798580	NorthWestern Energy	\$ 124.21	5610-71170-403410	0712817-6. IP-House. September 2016
10/03/2016	798580	NorthWestern Energy	\$ 317.86	5120-85000-403410	822 Shiloh Crossing lift
10/03/2016	798580	NorthWestern Energy	\$ 1,770.35	5020-74000-403410	Airport rd Waldo
10/03/2016	798580	NorthWestern Energy	\$ 5,302.09	5020-74000-403410	3116 17th St W
10/03/2016	798580	NorthWestern Energy	\$ 5,302.09	5020-74000-403410	3116 17th St W
10/03/2016	798580	NorthWestern Energy	\$ 1,406.23	0100-51270-403410	Monthly electrical charges for office.
10/03/2016	798580	NorthWestern Energy	\$ 6,638.54	6500-15670-403410	0100507-3
10/03/2016	798580	NorthWestern Energy	\$ 551.81	1500-22210-403410	0712537-0
10/03/2016	798580	NorthWestern Energy	\$ 98.01	0100-51220-403410	0712683-2
10/03/2016	798580	NorthWestern Energy	\$ 25.25	5710-71480-403410	0712764-0
10/03/2016	798580	NorthWestern Energy	\$ 285.40	5210-15950-403410	0720829-1
10/03/2016	798580	NorthWestern Energy	\$ 1,394.22	5210-15920-403410	0720834-1
10/03/2016	798580	NorthWestern Energy	\$ 363.14	1500-22210-403410	0720840-8
10/03/2016	798580	NorthWestern Energy	\$ 1,704.43	5020-74000-403410	0722252-4
10/03/2016	798580	NorthWestern Energy	\$ 7.55	0100-51120-403410	0831702-6
10/03/2016	798580	NorthWestern Energy	\$ 197.35	8720-51980-403410	1059093-3
10/03/2016	798580	NorthWestern Energy	\$ 1,179.92	5210-15910-403410	1569636-2
10/03/2016	798580	NorthWestern Energy	\$ 1,070.39	5210-15920-403410	1594282-4
10/03/2016	798580	NorthWestern Energy	\$ 164.35	5710-71480-403410	1784756-7
10/03/2016	798580	NorthWestern Energy	\$ 320.97	1500-21150-403410	1984150-1
10/03/2016	798580	NorthWestern Energy	\$ 492.13	1500-21150-403410	1984155-0
10/03/2016	798580	NorthWestern Energy	\$ 1,452.84	5210-15940-403410	3067416-2
10/03/2016	798580	NorthWestern Energy	\$ -	5210-15950-403410	3279035-4
10/03/2016	798580	NorthWestern Energy	\$ 3,095.75	1500-22210-403410	0100476-1: FIRE STATION #1 / MONTHLY
10/03/2016	798582	Otto Environmental Systems Llc	\$ 23,688.00	5410-31220-404270	95 gallon black residential barrels
10/03/2016	798585	Permaletter Sign Co	\$ 2,540.00	5410-31220-403620	Installation of new logos on the garbage
10/03/2016	798588	Public Utilities	\$ 26,471.72	5610-71100-403420	136516
10/03/2016	798589	Qwest	\$ 98.32	5610-71120-403450	Qwest 406-252-9412 Airport
10/03/2016	798589	Qwest	\$ 35.52	2110-31320-403450	Qwest 406-652-8104 PW Traffic Signal 24
10/03/2016	798589	Qwest	\$ 34.54	0100-51120-403450	Qwest 406-657-3014 Parks 3890 Stillwater
10/03/2016	798589	Qwest	\$ 2,693.70	6060-19310-403450	Qwest 406-657-8377 Main System Centrex
10/03/2016	798589	Qwest	\$ 108.81	6060-19310-403450	Qwest 406-657-3009 PUD Measured Lines

Check Date	Check	Name	Amount	Account	Item Desc
10/03/2016	798589	Qwest	\$ 34.58	5210-15920-403450	Qwest 406-657-3054 Park 1 Elevator Phone
10/03/2016	798589	Qwest	\$ 74.27	6060-19310-403450	Qwest 406-252-3774 BOC Measured Lines
10/03/2016	798594	Safetech, Inc	\$ 2,580.00	5620-71200-409290	Invoice #8783. Removal of drywall texture
10/03/2016	798602	Stewart Title Company	\$ 10,000.00	2920-66800-407275	FTHB Jessica Wyrick 2611 Howard Avenue
10/03/2016	798603	Stewart Title Company	\$ 15,000.00	2850-65810-407277	FTHB John McCarthy 128 Jefferson Street
10/03/2016	798606	Sunset Excavation	\$ 2,975.00	5050-75150-403671	4020 2ND Ave S
10/03/2016	798609	TargetSolutions Learning, LLC	\$ 11,286.00	1500-22240-402280	RENEWAL: YEAR #2 - TARGET
10/03/2016	798609	TargetSolutions Learning, LLC	\$ 343.00	1500-22240-402280	TARGET SOLUTION PREMIER
10/03/2016	798609	TargetSolutions Learning, LLC	\$ 395.00	1500-22240-402280	MAINTENANCE FEE: JUL2016 THRU
10/03/2016	798612	Titan Machinery Inc	\$ 1,741.50	2110-31320-402320	680627
10/03/2016	798612	Titan Machinery Inc	\$ 1,096.50	2110-31320-402320	682815
10/03/2016	798612	Titan Machinery Inc	\$ 2,089.32	2110-31320-402320	8282358
10/03/2016	798612	Titan Machinery Inc	\$ 469.56	2110-31320-402320	8282365
10/03/2016	798612	Titan Machinery Inc	\$ 95.65	2110-31320-402320	8282365
10/03/2016	798612	Titan Machinery Inc	\$ 126.37	2110-31320-402320	8324691
10/03/2016	798612	Titan Machinery Inc	\$ 46.49	2110-31320-402320	8324691
10/03/2016	798614	Town & Country Supply Association	\$ 12,209.14	6010-00000-141000	219227 PO NUM 301580
10/03/2016	798614	Town & Country Supply Association	\$ 16,710.09	5610-71180-402313	Invoice #219229. QTA Car Rental Fuel
10/03/2016	798614	Town & Country Supply Association	\$ 403.73	1500-22260-402310	219939 FIRE1: DIESEL DELIVERED
10/03/2016	798615	Tractor & Equipment Co.	\$ 2,882.88	5410-31230-402320	BLW00170281
10/03/2016	798615	Tractor & Equipment Co.	\$ 1,537.17	5410-31230-402320	BLW00170287
10/03/2016	798615	Tractor & Equipment Co.	\$ 19.62	2110-31320-402320	yellow paint for unit 1205
10/03/2016	798615	Tractor & Equipment Co.	\$ 20.51	2110-31320-402320	yellow paint and key for unit 1205
10/03/2016	798615	Tractor & Equipment Co.	\$ 1,946.36	5410-31230-403620	Preventative maintenance for unit 253
10/03/2016	798615	Tractor & Equipment Co.	\$ (178.40)	5410-31230-402320	Parts were never picked up - for the Landfill
10/03/2016	798621	Walker Parking Consultants	\$ 1,748.76	5210-15910-409224	Concrete restoration for City Parking
10/03/2016	798621	Walker Parking Consultants	\$ 1,748.76	5210-15920-409224	Concrete restoration for City Parking
10/03/2016	798621	Walker Parking Consultants	\$ 1,748.76	5210-15930-409224	Concrete restoration for City Parking
10/03/2016	798623	Western Municipal Construction Inc	\$ 204,824.56	5130-85910-409340	WO 16-01 Schedule 2B - Sanitary Sewer
10/03/2016	798625	Wilson Bros. Construction Inc	\$ 386.07	4710-00000-201100	SID 1382 Colton Blvd
10/03/2016	798625	Wilson Bros. Construction Inc	\$ 14,663.38	2050-00000-201100	SID 1382 Colton Blvd
10/03/2016	798625	Wilson Bros. Construction Inc	\$ 5,251.94	8400-00000-201100	SID 1382 Colton Blvd
10/03/2016	798629	Yellowstone County Weed District	\$ 381.78	8730-51990-403990	Weed control for Coulson. 2445
10/03/2016	798629	Yellowstone County Weed District	\$ 217.22	8730-51990-403990	Weed control for Swords. 2752
10/03/2016	798629	Yellowstone County Weed District	\$ 192.57	8730-51990-403990	Weed control for Swords. 2753
10/03/2016	798629	Yellowstone County Weed District	\$ 227.92	8730-51990-403990	Weed control for Lampman. 2801
10/03/2016	798629	Yellowstone County Weed District	\$ 391.55	8730-51990-403990	Weed control for Bike Trail Airport Rd. 2842
10/03/2016	798629	Yellowstone County Weed District	\$ 171.31	8730-51990-403990	Weed control for Pow Wow. 2880
10/03/2016	798629	Yellowstone County Weed District	\$ 94.61	8730-51990-403990	Weed control for Big Ditch Trail. 2884
10/03/2016	798629	Yellowstone County Weed District	\$ 123.21	8730-51990-403990	Weed control for Pow Wow. 2914
10/03/2016	798629	Yellowstone County Weed District	\$ 293.01	8730-51990-403990	Weed control for Pow Wow. 2915

Check Date	Check	Name	Amount	Account	Item Desc
10/03/2016	798629	Yellowstone County Weed District	\$ 233.83	8730-51990-403990	Weed control for Coulson trail. 2999
10/03/2016	798629	Yellowstone County Weed District	\$ 108.42	8730-51990-403990	Weed control for Pow Wow. 2920
10/03/2016	798629	Yellowstone County Weed District	\$ 107.37	8730-51990-403990	Weed control for Pow Wow. 24429195
10/03/2016	798629	Yellowstone County Weed District	\$ 107.37	8730-51990-403990	Weed control for Pow Wow. 2918
10/03/2016	798629	Yellowstone County Weed District	\$ 107.37	8730-51990-403990	Weed control for Pow Wow. 2917
10/03/2016	798629	Yellowstone County Weed District	\$ 46.95	8730-51990-403990	Weed control for Phipps. 3083
10/03/2016	798629	Yellowstone County Weed District	\$ 46.95	8730-51990-403990	Weed control for Phipps. 3084
10/03/2016	798629	Yellowstone County Weed District	\$ 46.95	8730-51990-403990	Weed control for Phipps. 3085
10/03/2016	798629	Yellowstone County Weed District	\$ 46.95	8730-51990-403990	Weed control for Phipps. 3086
10/03/2016	798630	Yellowstone Valley Animal Shelter	\$ 22,855.58	1500-21700-403990	contract 8-22-16\9-21-16

Regular City Council Meeting

Meeting Date: 10/24/2016

TITLE: W.O. 16-18 -- 911 Call Center, Professional Services Contract with CTA Architects

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

The City needs a new 911 Call Center. The existing facility is grossly undersized and utilizes aged equipment, so a reserve fund was established nearly 14 years ago to build a new facility. Property has been purchased and site demolition will be completed this fall to provide a "fresh" site for new construction. Proposals were requested for the professional services described below. Ten firms submitted proposals, and CTA Architects was chosen as the preferred consultant.

This contract provides the necessary professional services, including but not limited to: all design aspects (civil, architectural, structural, electrical, mechanical, instrumentation, and security), preparing bidding and construction contract documents, bidding services, construction administration, and post-construction/warranty follow-up.

ALTERNATIVES ANALYZED

City Council may:

- Award a Professional Services Contract to CTA Architects Engineers (CTA); or
- Do not award a contract to CTA. If this agreement is not approved, another consultant will have to be selected and the project will be substantially delayed.

FINANCIAL IMPACT

This project is being funded with 911 funds, as approved in the FY 2017 budget. The table below shows a financial summary. The reserve fund contains over \$5.5 million designated for this project, so there are adequate funds for this contract amount. A budget amendment will be forthcoming to overcome any deficiencies in the FY 17 approved budget.

Reserve Fund Total	\$5,500,000
APPROVED FY 17 BUDGET	\$ 700,000
Asbestos Abatement & Site Demolition (previously encumbered)	(\$ 75,565)
Professional Services (this contract)	(\$ 650,719)
Budget Remaining	(\$ 26,284)

RECOMMENDATION

Staff recommends that Council approve the Professional Services Contract with CTA Architects Engineers for W.O. 16-18 -- 911 Call Center in the amount of \$650,719.

APPROVED BY CITY ADMINISTRATOR

Attachments

WO 16-18 Base Contract Form

WO 16-18 Appendix A

WO 16-18 Appendix B

WO 16-18 Appendix C

WO 16-18 Appendix D

WO 16-18 Appendix D1

WO 16-18 Appendix E

WO 16-18 Appendix F

WO 16-18 Appendix F1

Contract for Professional Architectural and Engineering Services

City of Billings W.O. 16-18 – 911 Call Center

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

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of ___ pages (Basic Services of Consultant);

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

Appendix C consisting of ___ pages (Additional Services of Consultant);

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

Appendix E consisting of ___ pages (Project Schedule);

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

PART I SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his/her designee.
- B. "Billings" means the City of Billings.
- C. "Engineer" and/or "Contractor" and/or "Architect" means CTA Architects Engineers.

Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
- B. Billings shall pay the Contractor in accordance with Section 4.
- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
- D. The Contractor shall provide a minimum of one (1) copy of full-size and two (2) copies of half-size hard copy as-built drawings and two (2) CD's containing as-built drawings in digital format (PDF and CADD), as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings.
- E. The Contractor shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2018

Section 4. Compensation; Method of Payment.

- A. Subject to the Contractor's satisfactory performance, Billings shall pay the Contractor no more than Six Hundred Fifty Thousand Seven Hundred Nineteen and no/100 dollars (\$ 650,719.00) in accordance with this Section and Appendix B.
- B. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay the Engineer for all services provided not under dispute in the invoice. Billings will pay Contractor within 30 days of receiving an acceptable invoice.
- C. The Engineer is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- D. As a condition of payment, the Engineer shall have paid all City taxes currently due and owing by the Engineer.

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

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

termination, less any damages suffered by Billings because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Contractor under this Contract shall become the property of Billings at its option.

- C. If the Contractor receives payments exceeding the amount to which it is entitled under Subsections A or B of this Section, he shall remit the excess to the Administrator within 30 days of receiving notice to do so.
- D. The Contractor shall not be entitled to any compensation under this Section until the Contractor has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and any deliverables prepared by the Engineer as defined in the Scope of Services and requested by the Administrator.
- E. If the Contractor's services are terminated for whatever reason the Contractor shall not claim any compensation under this Contract, other than that allowed under this Section.
- F. If a final audit has not been performed before the Contractor's services are terminated, Billings may recover any payments for costs disallowed as a result of the final audit.
- G. Except as provided in this Section, termination of the Contractor's services under Section 5 of this Part does not affect any other right or obligation of a party under this Contract.

Section 7. Insurance.

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

Section 8. Assignments.

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

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

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

Section 10. Notices.

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

Billings: Will Robbins
City of Billings
Public Works Engineering
2224 Montana Avenue
Billings, Montana 59101

e-mail: robbinsw@ci.billings.mt.us
FAX: (406) 237-6291

Contractor: Brad Sperry
CTA Architects Engineers
13 N. 23rd Street
Billings, Montana, 59101
406-248-7544

e-mail: brads@ctagroup.com
FAX: (406) 248-3779

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

PART II GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Contractor: Brad Sperry
(Principal-in-Charge)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

Contractor

THOMAS W. HANEL, Mayor

- CTA Architects Engineers -

Date: _____

Name: _____

ATTEST:

Title: _____

Date: _____

City Clerk

IRS Tax ID # _____

Date: _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, City Attorney

Date: _____

STATE OF MONTANA)
)
) :ss.
COUNTY OF _____)

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

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

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

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

Appendix A

Basic Services of Engineer City of Billings W.O. 16-18 – 911 Call Center

Section 1. Engineer's Rights and Duties.

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

- J. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the Contractor. A signed Engineer's Payroll Check Sheet (included in the Standard Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.
- K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Kristine Keller working under the Principal-in-Charge, Brad Sperry.

Section 2. Billings Rights and Duties.

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

Section 3. Scope of Work

Tasks include, but are not limited to, developing and presenting a design proposal, coordinating with City personnel to refine and finalize design, creating a bid package for construction and providing bidding and construction administration services as follows:

Design of a new 911 Call Center in Billings, Montana. The site is located on the corner of N. 24th Street and 9th Ave N. The existing structures on the new site are being demolished under a separate contract (not in CTA's scope of work). The new site will include secure parking and a secure courtyard. The interior of the building will include a Dispatch Room, Offices, Conference & Training Rooms, Kitchen, Dormitory, Exercise Room, Locker Rooms, Storage Rooms, Restrooms, UPS Room, Mechanical/Electrical/Data Rooms, Public Media Areas, and other misc. spaces that are deemed necessary.

Schedule and conduct a kick-off meeting with the City. A brief programming exercise will be conducted to review the desired spaces, approximate square footage for each space and adjacency of each space. At that time, the project goals and objectives will be established between the City and design team. A 30% submittal will be submitted to the Owner for review and comment at the end of the Schematic Design phase. Design Development and Construction Documents will be created and shared upon request at key milestones (30%, 50%, 90%). CTA will conduct internal QA/QC reviews of the drawings and specifications. Construction Documents, including Specifications, will be created for bidding purposes. The design team will coordinate with any applicable permitting agencies and/or utility companies, submit all associated permit applications, and assist with obtaining such permits. The City will pay all plan

review and permit fees. Cost Estimates will be updated at regular intervals. Design Schedule will be updated when necessary.

Obtain and/or provide any geotechnical investigation/report that may be needed to fulfill design and permitting requirements.

CTA will assist the City in obtaining approval for Land Use Contrary to Zoning. This will include submitting the request application to the City Planning Department, producing a conceptual site and building plan, and attending one (1) public meeting to present the project and conceptual plan.

Basic Services include Architectural Design, Structural Design, Electrical Design, Plumbing Design and Mechanical design.

Basic services listed above will include project management, code reviews, plan/elevation/sections, key details, all necessary infrastructure layouts, and calculations.

Additional Services include Civil Design, Site Survey, Landscape Design, Fire Sprinkler Design, Interior Design, AV/Communications/Security Design, Commissioning, Acoustics Design, Record Drawings, and Coordination of Mock-ups for new Workstation/Equipment (labor only). Reimbursables will be billed as used.

Civil design includes the creation of the site and utility plans, developing storm water resolution, parking, and necessary details for paving sections.

Site Survey will include a site visit to document the existing topography and utility conditions and the creation of a CADD plan. The team will coordinate with the City and utility companies. Prior to construction, the property lines will be staked.

Landscape design will be limited to the minimal areas around the building, including possible raised planters and the secure courtyard.

Fire Sprinkler design will be included throughout the building with a pre-action system in the dispatch room and UPS/Electrical room.

Interior design will be included throughout the building for the selection of finishes for the various spaces.

AV/Communications/Security design will include the enhanced redundancy systems for Electrical, Mechanical and Structural, plus the access controls and cameras throughout the building and site.

Commissioning will include the review of the systems drawings throughout the design process by parties separate from the design team. The systems will then be reviewed and checked in detail after installation to ensure the infrastructure is running at optimal efficiency.

Acoustics design will be conducted by Big Sky Acoustics. Areas of review will include the dispatch room for sound mitigation.

Record drawings will consist of (2) electronic versions (PDF and CADD format on flashdrives); (1) full size set of drawings; (2) half-size sets of drawings.

Coordination of Mock-ups for new Workstations/Equipment will include the labor necessary to coordinate all interested vendors and subcontractors to arrange for systems deliveries/setups for the users to test.

CTA will assist with Bidding and Negotiations, including preparing an Invitation to Bid, distributing bidding documents to potential bidders, conducting a pre-bid meeting, issuing addendums, maintaining a plan holder's list, reviewing bid proposals, making recommendation of successful bidder and issuing Notice of Award. Additional sets of Construction Documents and Addendums will be issued to the successful bidder.

Construction Administration services will include a pre-construction meeting; preparing (5) sets of Construction Contract Documents to be executed; regular site meetings with the contractor/owner (bi-weekly or as needed); coordination with the contractor to interpret plans and specifications; submittal reviews (max 2x per submittal); reviewing and issuing Proposal Requests, ASI's, and responding to RFI's; reviewing and recommending payment applications; preparing Change Orders; and having members of the design team on site to observe and evaluate the construction at intervals that are appropriate to the stage of construction. CTA is not responsible for any form of means or methods of construction as conducted by the contractor. At the end of construction, a substantial completion walk-thru will be conducted, punch list will be created, and the Certificate of Substantial Completion will be issued. A final completion walk-thru will be conducted. CTA will review the O&M manuals as submitted by the General Contractor and present to the City. CTA will assist the City with any warranty issues that may arise. An 11-month walk-thru will be conducted and items noted to the contractor.

Appendix B
Methods and Times of Payment
City of Billings W.O. 16-18 – 911 Call Center

Section 1. Payments for Basic Services.

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

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

A. For services rendered under Appendix A of this Agreement, the Engineer shall be paid based upon actual time accrued, but not to exceed the following amounts:

1. Programming	\$ 22,536
2. Schematic Design	\$130,144
3. Design Development	\$130,144
4. Final Design & Construction Documents	\$185,215
5. Bidding & Construction Administration	\$162,680
6. Reimbursables	\$ 20,000

TOTAL: \$ 650,719

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

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

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of the services to be performed under Appendix A shall be paid for based on a negotiated fee.

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer City of Billings W.O. 16-18 – 911 Call Center

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

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

Appendix D

Schedule of Professional Fees City of Billings W.O. 16-18 – 911 Call Center

See attached.

2016 Standard Hourly Rates



ARCHITECTURAL

	Min	Max
Architectural Production.....	\$ 60.00	\$ 101.00
Architectural.....	\$ 78.00	\$ 116.00
Architectural Senior.....	\$ 105.00	\$ 120.00
Project Manager.....	\$ 94.00	\$ 122.00
Project Manager Senior.....	\$ 127.00	\$ 179.00
Landscape Architect.....	\$ 75.00	\$ 98.00
Landscape Architect Senior.....	\$ 107.00	\$ 154.00
Planner.....	\$ 93.00	\$ 101.00
Planner Senior.....	\$ 111.00	\$ 124.00
Interior Designer.....	\$ 64.00	\$ 75.00
Interior Designer Senior.....	\$ 78.00	\$ 141.00
Architectural Principal.....	\$ 170.00	\$ 290.00

ENGINEERING

Engineering Production.....	\$ 63.00	\$ 112.00
Engineering Civil.....	\$ 85.00	\$ 99.00
Engineering Civil Senior.....	\$ 116.00	\$ 140.00
Engineering Structural.....	\$ 94.00	\$ 116.00
Engineering Structural Senior.....	\$ 125.00	\$ 156.00
Engineering Electrical.....	\$ 91.00	\$ 141.00
Engineering Electrical Senior.....	\$ 107.00	\$ 176.00
Engineering Mechanical.....	\$ 75.00	\$ 119.00
Engineering Mechanical Senior.....	\$ 107.00	\$ 176.00
Engineering Refrigeration.....	\$ 89.00	\$ 113.00
Engineering Refrigeration Senior.....	\$ 119.00	\$ 156.00
Engineering Principal.....	\$ 171.00	\$ 269.00

SUPPORT

Project Manager Assistant.....	\$ 48.00	\$ 76.00
Graphic Designer.....	\$ 68.00	\$ 133.00

Appendix E

Project Schedule City of Billings W.O. 16-18 – 911 Call Center

Based on a notice to proceed by Billings date no later than November 7, 2016, the targeted completion date for the following tasks shall be:

A. Submittals

1. 30% Submittal Drawings – January 24, 2017
2. 50% Construction Documents – April 28, 2017
3. 100% Drawings/Specifications – June 7, 2017

B. Construction Bidding – June 8, 2017

C. Bid Opening – June 27, 2017

D. Begin Construction – August 1, 2017

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

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

Appendix F

Certificate(s) of Insurance City of Billings W.O. 16-18 – 911 Call Center

See attached Certificate(s) of Insurance



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Billings Office PayneWest Insurance, Inc. P.O. Box 30638 Billings, MT 59107-0638	CONTACT NAME:	
	PHONE (A/C, No, Ext): (406) 238-1900	FAX (A/C, No): (406) 245-9887
INSURED CTA Inc. 13 North 23rd PO Box 1439 Billings, MT 59103-1439	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Montana State Fund	
	INSURER B: American Zurich Ins Co.	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
15819		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N Y	N / A	X 034498469	06/01/2016	06/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation			WC796464400	06/01/2016	06/01/2017	Coverage A Statutory
B	Workers Compensation			WC796464400	06/01/2016	06/01/2017	See below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Kristine Keller

****Workers Comp Information**** Coverage A States: MT, CO, GA, ID, LA, MI, MN, NC, NM, PA, SC, TX, UT, WV.

Owners/officers excluded: (Montana) Tim Miller Vice President, Mike O'Leary Secretary.

Employers Liability Limits for Policy #WC796464400: Each Accident: \$1,000,000 / Disease - Each Employee: \$1,000,000. / Disease - Policy Limit: \$1,000,000
Part 3 Other States Included- All except monopolistic, & MT

RE: New 911 Call Center

CERTIFICATE HOLDER

CANCELLATION

City of Billings Public Works Engineering 2224 Montana Ave Billings, MT 59101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CTAINC0-01 JMC MILLAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Billings Office PayneWest Insurance, Inc. P.O. Box 30638 Billings, MT 59107-0638	CONTACT NAME: PHONE (A/C, No, Ext): (406) 238-1900 FAX (A/C, No): (406) 245-9887 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Property Casualty Co of America INSURER B : Continental Casualty Company INSURER C : INSURER D : INSURER E : INSURER F :
INSURED CTA Inc. 13 North 23rd PO Box 1439 Billings, MT 59103-1439	NAIC # 25674 20443

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	X	X	6802418L238	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	X	X	BA2389L877	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			ZUP15P14725	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				
B	Professional Liab.			AEH008219014	06/01/2016	06/01/2017	Each Claim 5,000,000
B	Professional Liab.			AEH008219014	06/01/2016	06/01/2017	Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Kristine Keller
Professional Coverage information: Claims-made Coverage. Maintenance Deductible Endorsement -- Ded. per claim including claim expenses \$300,000.00
Professional Coverage Named Insured includes: CTA Inc. / CTA Architects Engineers / CTA Architects Engineers DBA CTA Engineers / CTA Architects Engineers DBA CTA Engineering / CTA Architects Engineers DBA CTA Landworks / Jones Fehlberg Associates / C T A - Idaho, P.S.I / Engineering West, Inc. / CTA Architects Engineers of Alaska / Cushing Terrell Associates / Everett O. Terrell, AIA (Retired) / Glenn-CTA Architects Engineers / DBA CTA Nelson Engineering / Cushing Terrell Architecture & Interiors / CTA Design, Inc. / Robert Arthur / David L. Turner, Architect / Michael O'Leary / Cushing Terrell Architecture Inc. / Cushing Terrell Design, Inc. / Agency for Architecture LLC (retro 10/18/07) / CTA Construction and Environmental LLC (retro 10/20/08).
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Billings Public Works Engineering 2224 Montana Ave Billings, MT 59101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY Billings Office		NAMED INSURED CTA Inc. 13 North 23rd PO Box 1439 Billings, MT 59103-1439
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

When only Employers Liability is listed in the Work Comp section - this is provided for the following Monopolistic States: WA & WY.

If indicated, General Liability Additional Insured form CGD381 or CGD379, Waiver of Subrogation form CGD381 or CGD379; Auto Liability Additional Insured form CAT420 & Waiver of Subrogation form CAT420. Umbrella is follow form.

RE: New 911 Call Center; 30 days notice of cancellation has been requested from the carrier.

Regular City Council Meeting

Meeting Date: 10/24/2016

TITLE: W.O. 17-01, Schedule 1, South 24th Street West Water Main Replacement

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

The City Council will consider awarding a Professional Engineering Services Contract to DOWL in the amount of \$377,800.00 for design, bidding and construction administration services on Schedule 1 of the 2017 Water Main Replacement Projects. The Schedule 1 project consists of approximately 3,600 linear feet of water main replacement in South 24th Street West from Central Avenue to Lampman Drive.

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

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

ALTERNATIVES ANALYZED

City Council may:

- Approve awarding the Professional Engineering Services Contract to DOWL, or;
- Do not approve awarding the Professional Engineering Services Contract to DOWL. If the project is not constructed, the City's water distribution system in this area will continue to experience ongoing maintenance problems and expenses.

FINANCIAL IMPACT

Funding for this project has been approved by City Council in the FY17 budget. Schedule 1 projects will use water funds.

	Water Replacements
Project Budget	\$4,000,000.00
Previously Encumbered	\$0.00
This Contract	\$377,800.00
Budget Remaining	\$3,622,200.00

RECOMMENDATION

Staff recommends that Council award a Professional Engineering Services Contract for the design and construction administration of Schedule 1 of the 2017 Water Main Replacement Projects to DOWL, in the amount not to exceed \$377,800.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

WO 17-01 Sch 1 Contract

Contract for Professional Engineering Services

City of Billings W.O. 17-01, Schedule 1 South 24th Street West Water Main Replacement

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

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

PART I SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

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

Section 2. Scope of Services.

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

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

Section 3. Time for Performance.

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

Section 4. Compensation; Method of Payment.

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

Section 5. Termination of the Engineer's Services.

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

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

Section 6. Duties Upon Termination

- A. If Billings terminates the Engineer's services for convenience, Billings shall pay the Engineer for its actual costs reasonably incurred in performing before termination and Billings shall pay for services rendered prior to termination. Payment under this

Subsection shall never exceed the total compensation allowable under Section 4 of this Part. All finished and unfinished documents and materials prepared by the Engineer shall become the property of Billings.

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

Section 7. Insurance.

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

Section 8. Assignments.

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

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

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

Section 10. Notices.

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

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

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

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

PART II GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

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

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

Engineer

City Council or Designee

Date: _____

Name: _____

Title: _____

Date: _____

ATTEST:

IRS Tax ID # _____

City Clerk

APPROVED AS TO FORM:

Date: _____

By _____

BRENT BROOKS, City Attorney

STATE OF MONTANA)
 :SS.
COUNTY OF YELLOWSTONE)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of _____, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

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

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

Appendix A
Basic Services of Engineer
W.O. 17-01, Schedule 1
South 24th Street West Water Main Replacement

Section 1. Engineer's Rights and Duties.

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

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

Section 2. Billings Rights and Duties.

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

Section 3. Scope of Work.

SCOPE OF WORK:

The scope of work includes the following items:

The project consists of design, bidding, and construction phase services for the '*City of Billings W.O. 17-01, Schedule 1: South 24th Street West Water Main Replacement*' project. The project includes approximately 3,600 LF of water main replacement on 24th Street West from Central Avenue to Lampman Drive. It also includes two short segments of water main replacement (assumed ≤100 LF each) on Central Avenue at 16th Street West and at the alley west of 17th Street West. There is no sanitary sewer main or storm drain replacement associated with this contract. Any additional segments of work requested by the City beyond the total project length indicated above shall be considered an Additional Service, which shall be added to the project by a Contract amendment.

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

A. Preliminary Design Phase

- A. Assist the City with finalizing water main alignments in the project area. If necessary, conduct a field review of final project areas with City staff to review routes and project objectives. The preliminary water main replacement extent identified by the City in the Request For Proposals is the assumed basis of this scope of work. This work also includes replacement of all side-street water main laterals, large-diameter services, and hydrant stubs within the right-of-way width of 24th Street West.
- B. Conduct field design surveys within the project limits. Data collection shall include establishment of permanent horizontal and vertical control, topographic features, existing utilities, measure-downs, and existing property pins. Utilize

the One-Call service to locate and demarcate buried utilities for survey. Field survey data will be used by Engineer to develop preliminary project base mapping.

- C. Perform research to verify existing right-of-way locations utilizing platted information, ownership records, and found property pins. Incorporate information into base mapping. Determine locations where additional right-of-way or easements must be secured by the City. All work is currently expected to be within existing City right-of-way, so this scope of work does not include any assistance with easement acquisition, such as additional legal survey, preparation of easement exhibits, or other related tasks.
- D. Perform geotechnical engineering tasks, including field bore hole explorations, groundwater monitoring well installations, shallow asphalt cores, sampling, and laboratory testing to determine appropriate pavement section designs, subgrade treatment, groundwater conditions, utility foundations, and pipe material selections. This scope assumes 8-10 bore holes will be drilled, one of which will be finished with a piezometer for groundwater monitoring. Perform literature review of documented environmental issues directly adjacent to project areas; no additional drilling, sampling, or testing is included in this environmental review. Prepare a geotechnical report with recommendations to be incorporated into the construction specifications.
- E. Collect from City and review available utility as-builts, service line records, and other information and studies as applicable. Incorporate available information into design drawings and specifications.
- F. Design utility alignments, profiles, and sections for water mains. Confirm appropriate utility sizing within the project limits with City staff and the Master Plan document. Assist the City with analyzing their hydraulic model if necessary to determine utility sizing or routing. No independent system modeling, field flow metering, or other sizing studies are included in this scope. It is assumed that all water mains will be 20-inch diameter or smaller.
- G. Evaluate project segments for the feasibility of utilizing trenchless utility replacement methods. Design trenchless alternatives as applicable.
- H. Prepare preliminary plans, specifications, and opinion of probable cost using all data gathered.
- I. Coordinate the identification and evaluation of potential private utility conflicts, including overhead and underground power, cable TV, natural gas, telephone and communications. Send preliminary construction plans to private utilities for review and comment.
- J. Coordinate with City staff, adjacent property owners, and other private and public stakeholders in the development of utility improvements.
- K. Compile property owner and occupant information for adjacent parcels and create address database. Prepare and send one (1) comprehensive information mailing to all database entries, which shall include general project information, notification of the public meeting, general construction information, business questionnaires, and notification of the construction informational website and email list. Plan and facilitate one public informational meeting. Conduct one-on-one follow-up discussions with individual businesses as requested or determined to be necessary to address questions or design considerations.

- L. Identify locations to perform subsurface potholing at critical utility crossings or conflicts to identify specific utility elevations or locations. Survey the elevations and locations in the field for incorporation into the design, and restore the surfacing. Due to the uncertainty of the amount of potholing that will be required, this scope and the associated professional fee includes an allowance of \$10,000 for the subcontracted costs of a vacuum truck and any traffic control required to perform the potholing. Any additional potholing costs above this allowance shall be considered an Extra Service.
- M. Create preliminary traffic control plans for project areas. Coordinate with other City construction projects as applicable. Traffic control plans will generally be a combination of specific layouts for arterial and collector streets and generic layouts for residential streets and/or alleys. It is assumed that there will be no full street closures of 24th Street West, but adjacent side streets may include full closures as long as business access can be maintained.
- N. Identify potential construction staging areas, disruptions to private access and parking, and other site constraints and issues relating to construction. Coordinate zone construction work hours, work sequencing, and other related construction scheduling issues with City. Coordination shall include the planning of water main test sections with system operators. Incorporate appropriate Special Provisions into the project specifications.
- O. Attend 30% design review, 70% design review, traffic control design review, and other necessary design review and coordination meetings with City staff.
- P. Provide project management and internal quality assurance throughout this phase.
- Q. Deliverables for this phase include:
 - a. 30% design drawings (typically base mapping and preliminary plan alignments only); 11"x17" and/or PDF format
 - b. 70% design drawings (typically preliminary plan & profile drawings without detailed labeling); 11"x17" and/or PDF format, or full size drawings upon request
 - c. Preliminary specifications; PDF format
 - d. Preliminary geotechnical report; PDF format
 - e. Preliminary traffic control plans; hard copy and/or PDF format
 - f. Preliminary opinion of probable cost; PDF format

B. Final Design and Bidding Phase

- 1. Prepare final plans and specifications using all input received during preliminary design. Plans and specifications will be prepared in accordance with MPWSS and City of Billings Standard Modifications, latest editions. Stamp and sign all plans and specifications with the seal of a Professional Engineer.
- 2. Finalize geotechnical report.
- 3. Finalize traffic control plans.
- 4. Design and prepare temporary water schematic drawings for all temporary systems requiring pipelines 4-inch and larger that serve high-volume water users and/or exterior fire department connection (FDC) systems.
- 5. Tabulate project quantities and create bid schedule. Finalize the Engineer's opinion of probable cost based on final quantities.
- 6. Prepare design report for the City, and as required for Montana Department of Environmental Quality approval.

7. Apply for all permits, licenses, and approvals necessary to construct the project, including approvals from the Montana Department of Environmental Quality. The budget includes \$1,500.00 for MDEQ review fees, which is estimated using their current fee schedule. All other permit and licensing fees, if required, will be paid by the City, including any overage of the MDEQ amount above. Construction stormwater permits shall be the responsibility of the construction Contractor and are excluded from this scope; Engineer will only prepare basic erosion and sedimentation control plans for inclusion in the project specifications.
8. Supply all bidding documents necessary for bidding and construction. Provide bid advertisement text to the City for publication. Schedule and conduct a pre-bid conference, publish meeting minutes, answer bid questions, and prepare any necessary addenda. Conduct a pre-bid field review with bidders as necessary.
9. Attend the bid opening, analyze the bids, prepare and distribute a bid tabulation, and make a construction contract award recommendation.
10. Assist the City in procurement of the final contract agreement, review bonds and insurance provided by the contractor, assemble and distribute conforming copies of contract documents, and issue a notice to proceed for construction.
11. Provide project management and internal quality assurance throughout this phase.
12. Deliverables for this phase include:
 - a. 95% design drawings for final review; 11"x17" and/or PDF format
 - b. 100% design drawings and Project Manual for approval and bidding
 - c. Design report and other MDEQ submittal requirements
 - d. Final geotechnical report (in Project Manual)
 - e. Final opinion of probable cost
 - f. Bid advertisement
 - g. Pre-bid meeting minutes
 - h. Addenda, as required
 - i. Bid tabulation
 - j. Recommendation of Award letter; Notice of Award
 - k. Conforming copies of the construction contract; 6 sets total
 - l. Notice to Proceed
 - m. Contractor's construction plans and specifications; up to 10 sets; 11"x17" format (2 full-size plan sets upon request)

C. Construction Administration and Services Phase

1. This scope and the associated professional fee assume:
 - a. One (1) construction contract/Contractor for this project, split into two (2) separate work schedules, with construction contract durations of 80 calendar days (24th Street West work) and 15 calendar days (Central Avenue work).
 - b. Engineer shall consult with the City and act as representative for the City as defined in the construction contract documents, which will incorporate the MPWSS, and specifically the General Conditions contained therein as modified by the City of Billings Standard Modifications, latest edition.

- c. The extent and limitation of the duties, responsibilities, and authority of the Engineer will be as assigned in the construction contract documents and shall not be modified, except as Engineer may otherwise agree in writing.
2. Schedule and conduct a pre-construction conference, publish meeting minutes, and answer contractor questions. Conduct a pre-construction field review with contractors as necessary.
3. Take pre-construction photos and videos of the project areas.
4. Provide full-time construction observation utilizing a Resident Project Representative (RPR) to assist Engineer in observing progress, quality of work, and conformance to the contract documents and other applicable codes and standards. One (1) full-time RPR will be provided for the duration of the construction contract. The budget assumes 50 hours per week of RPR time during the contract time. Inspection activities shall include review of all major work items, including traffic control set-ups. RPR will prepare daily inspection reports, daily quantity summaries, weekly progress reports, weekly workforce and equipment reports, and other reports as required. RPR responsibilities are further defined in the General Conditions contained in the City of Billings Standard Modifications, latest edition.
5. Develop and implement a quality assurance testing plan for materials testing in accordance with the City of Billings Standard Modifications, latest edition. Conduct a pre-construction testing meeting with RPR, field testing personnel, and lab manager to coordinate testing requirements. Provide qualified personnel, equipment, and supplies for field testing of materials throughout construction. Monitor and collect results from contractor's separate quality control materials testing program.
6. Provide personnel, equipment, and supplies for field staking of principal elements of the construction layout to give the contractor measurements, lines, locations, and grade necessary for construction. The contractor will be responsible for any detailed layouts, such as laser and/or other line and grade establishment techniques for laying pipe between Engineer's staking intervals.
7. Review contractor's submittals, such as shop drawings, samples, equipment, mix designs, aggregates, and other data, for conformance to the contract documents. This review does not include acceptance review of any dewatering plans, and shall not extend to contractor's means, methods, techniques, sequences, procedures, or safety programs.
8. Attend and conduct a weekly construction meeting with the City and contractor. Following the meeting, conduct a walk-through of selected businesses in the vicinity of the current and upcoming work areas to address questions and concerns, as necessary. Allow up to 3 hours per week for the weekly construction meeting and any related follow-up activities.
9. Respond to contractor requests for information. Issue necessary clarifications and interpretations of the contract documents. Notify the City immediately of any contract problems or deviations from the approved contract documents. Issue notices as required by the construction contract. Recommend and prepare Work Change Directives and Change Orders for the City as necessary. Change orders that require additional design or construction services by Engineer will be considered Additional Services and compensated in accordance with the provisions of this Contract.
10. Receive, review, and transmit to City all contractor requests for City staff involvement and approvals, such as valve and hydrant operation requests, water quality sampling requests, traffic control reviews, etc. Assure required

advance notice requirements are being met by contractor for all requests to the City for reviews, inspections, operations, and testing.

11. Prepare weekly website and email informational update content, including current project maps and work descriptions. The City will host and maintain the website, with content provided by the Engineer. The Engineer will collect email addresses from mailing and meeting responses, and disseminate the same content to the email list.
12. Make visits to the site at intervals appropriate to various stages of construction to observe, as an experienced and qualified design professional, the progress of the contractor's work. Visits by the Engineer shall be limited to spot checking and similar methods of general observation of the work as assisted by the RPR.
13. Review and recommend monthly contractor payment requests.
14. Conduct substantial completion and final inspections with City and contractor. Prepare and monitor punchlist items required for completion of the work by contractor.
15. Maintain documentation of all field installations, including the location of all underground utilities encountered during construction, for assistance with preparation of project record drawings. Prepare record drawings by incorporating all field modifications to the construction drawings. Allow review by City of record drawings prior to issuing final record drawings. Record drawings will include, at a minimum:
 - a. Offset distances measured from the right-of-way to all public water mains
 - b. Locations of water services based on measurements from property lines.
 - c. Elevations indicating the depth of bury of all water mains. These elevations shall be shown at each street or right-of-way intersection and at such intervals along these utilities as may be deemed appropriate by the City Engineer.
 - d. Permanent bench marks shown.
16. Conduct a one-year anniversary inspection of the project. Identify deficiencies and warranty items requiring correction, and provide notification to contractor.
17. Provide project management and internal quality assurance throughout this phase.
18. Deliverables for this phase include:
 - a. Pre-construction meeting minutes
 - b. Pre-construction photos and videos, upon request
 - c. Contractor submittals; electronic copy to City
 - d. Weekly RPR inspection reports, upon request
 - e. Monthly quality assurance materials testing reports, upon request
 - f. Miscellaneous construction forms, as required
 - g. Review set of record drawings; 11"x17" and/or PDF format

Final record drawings, consisting of two (2) sets of as-built drawings on half-size paper (11"x17") and in digital format (DWG; half-size PDF; full-size PDF), in accordance with Part I, Section 2, Article D of this Contract, and as required by Montana Department of Envir

Appendix B
Methods and Times of Payment
W.O. 16-01, Schedule 1
South 24th Street West Water Main Replacement

Section 1. Payments for Basic Services.

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

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

- A. For services rendered prior to construction, Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed \$377,800.00 (Three Hundred Seventy Seven Thousand Eight Hundred and 00/100 dollars) based on the following tasks:

Task 1	Preliminary Design Phase	<u>\$131,600.00</u>
Task 2	Final Design and Bidding Phase	<u>\$52,800.00</u>
Task 3	Construction Phase	<u>\$193,400.00</u>

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

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

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

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer W.O. 17-01, Schedule 1 South 24th Street West Water Main Replacement

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

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

Appendix D

Schedule of Professional Fees W.O. 17-01, Schedule 1 South 24th Street West Water Main Replacement

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

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

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



Personnel Billing Rates

MONTANA FEE SCHEDULE

Personnel are identified on our invoices by name and/or labor category.

Senior Manager IV	\$250.00	Planner VIII	\$195.00
Senior Manager III	\$220.00	Planner VII	\$165.00
Senior Manager II	\$210.00	Planner V	\$160.00
Senior Manager I	\$195.00	Planner IV	\$145.00
Project Manager VI	\$190.00	Planner III	\$125.00
Project Manager V	\$170.00	Planner II	\$105.00
Project Manager IV	\$165.00	Planner I	\$75.00
Project Manager III	\$130.00	Geologist IV	\$140.00
Project Manager II	\$120.00	Geologist III	\$120.00
Project Manager I	\$115.00	Geologist II	\$110.00
Project Administrator	\$80.00	Hydrologist III	\$115.00
Project Quality Assurance Manager	\$160.00	Hydrologist	\$110.00
Field Project Representative	\$95.00	Hydrogeologist	\$110.00
Project Assistant II	\$100.00	Cultural Resources Specialist V	\$155.00
Project Assistant I	\$85.00	Cultural Resources Specialist IV	\$135.00
Engineer X	\$225.00	Cultural Resources Specialist III	\$110.00
Engineer IX	\$210.00	Cultural Resources Specialist I	\$85.00
Engineer VIII	\$185.00	Intern	\$50.00
Engineer VII	\$175.00	Engineering Technician V	\$115.00
Engineer VI	\$160.00	Engineering Technician IV	\$110.00
Engineer V	\$150.00	Engineering Technician III	\$85.00
Engineer IV	\$125.00	Engineering Technician II	\$75.00
Engineer III	\$105.00	Engineering Technician I	\$65.00
Engineer II	\$90.00	Public Involvement Program Manager	\$125.00
Engineer I	\$85.00	Public Involvement Coordinator	\$110.00
Civil and Transportation Designer	\$90.00	Public Involvement Planner	\$95.00
Environmental Specialist X	\$225.00	Public Involvement Assistant	\$80.00
Environmental Specialist IX	\$210.00	Real Estate Services Manager	\$150.00
Environmental Specialist VIII	\$185.00	Right of Way Agent VI	\$185.00
Environmental Specialist VII	\$180.00	Right of Way Agent IV	\$150.00
Environmental Specialist VI	\$165.00	Right of Way Agent III	\$125.00
Environmental Specialist V	\$150.00	Right of Way Agent II	\$110.00
Environmental Specialist IV	\$115.00	Right of Way Agent I	\$95.00
Environmental Specialist III	\$110.00	Right of Way Assistant	\$85.00
Environmental Specialist II	\$105.00	Professional Land Surveyor X	\$180.00
Environmental Specialist I	\$90.00	Professional Land Surveyor IX	\$170.00
Biologist IV	\$155.00	Professional Land Surveyor VIII	\$155.00
Biologist III	\$115.00	Professional Land Surveyor VII	\$145.00
Archaeologist	\$85.00	Professional Land Surveyor VI	\$135.00
Landscape Architect VII	\$180.00	Professional Land Surveyor V	\$130.00
Landscape Architect V	\$160.00	Professional Land Surveyor IV	\$120.00
Landscape Architect IV	\$145.00	Professional Land Surveyor III	\$110.00
Landscape Architect III	\$120.00	Professional Land Surveyor II	\$100.00
Landscape Architect II	\$105.00	Professional Land Surveyor I	\$90.00
Landscape Architect I	\$100.00	Crew Chief V	\$120.00
Landscape Planner	\$105.00	Crew Chief IV	\$110.00
Planner X	\$250.00	Crew Chief III	\$100.00
Planner IX	\$210.00	Crew Chief II	\$95.00



Effective June,
2016 Until
Further Notice
2 | Page

Crew Chief I	\$85.00	Technical Coordinator	\$135.00
Survey Crew Surveyor V	\$100.00	Systems Administrator	\$125.00
Survey Crew Surveyor IV	\$90.00	Accounting Manager	\$145.00
Survey Crew Surveyor III	\$80.00	Accounting Technician	\$75.00
Survey Crew Surveyor II	\$70.00	Corporate Development Manager	\$150.00
Survey Crew Surveyor I	\$60.00	Marketing & Administrative Manager	\$125.00
Survey Technician VI	\$100.00	Marketing Coordinator	\$85.00
Survey Technician V	\$90.00	Marketing Assistant	\$75.00
Survey Technician IV	\$85.00	Proposal Manager	\$110.00
Survey Technician III	\$70.00	Risk Manager	\$170.00
Survey Technician II	\$60.00	Materials Supervisor	\$105.00
Survey Technician I	\$50.00	Materials Manager	\$100.00
Platting/Survey Technician	\$120.00	Laboratory Supervisor	\$105.00
Survey Technician - Supervisor	\$120.00	Laboratory Manager	\$95.00
GIS Coordinator	\$120.00	Senior Materials Technician	\$75.00
GIS Specialist	\$85.00	Lead Materials Technician	\$65.00
GIS Technician	\$75.00	Materials Technician	\$60.00
Graphics Designer	\$100.00	Inspector - Supervisor	\$130.00
Administrative Manager	\$90.00	Inspector II	\$100.00
Administrative Assistant	\$55.00	Inspector I	\$90.00
Document Production Supervisor	\$110.00	Dispatcher	\$85.00



Survey Crews

Equipment, Materials, & Supplies

One-Person Survey Crew	=	\$120/hour	One-Person Survey Crew GPS Robotics	=	\$130/hour
Two-Person Survey Crew w/o GPS Robotics	=	\$160/hour	Two-Person Survey Crew	=	\$180/hour
Two-Person Survey Crew GPS Robotics	=	\$190/hour	Two-Person Survey Crew (PLS + LSIT)	=	\$225/hour
Three-Person Survey Crew	=	\$260/hour			

Effective June, 2016 Until Further Notice

3 | Page

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

Travel, Mileage, & Miscellaneous

Per diem will be billed when travel is more than 50 miles from the office during a meal allowance period of three or more consecutive hours or involves an overnight stay. The three meal allowance periods are breakfast (midnight to 10 am), lunch (10 am – 3 pm) and dinner (3 pm to midnight).

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

Notes

1. DOWL's Professional Fee Services Fee Schedule is subject to adjustment each year or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Customer and DOWL.
2. Costs included in overhead rates for reasonable requests. Requests beyond those considered reasonable by the project manager billed at Cost + Agreed Upon Mark-up.
3. Specialized computer software or hardware necessary for a unique application for will be billed at a negotiated rate or unit cost.
4. Late charges will be assessed on the unpaid balance of all accounts not paid within 30 days of the billing date, at a rate of 1.0 percent per month (12% per year).

Appendix E

Project Schedule W.O. 17-01, Schedule 1 South 24th Street West Water Main Replacement

Based on a notice to proceed by Billings date no later than October 25, 2016, the completion date for the Engineer's work through final design shall be:

1. Preliminary Engineering Services (30% Design): December 23, 2016
2. Preliminary Engineering Services (70% Design): January 27, 2017
3. Final Engineering Services (100% Design): March 17, 2017
4. Construction Services to be based on Contractor Schedule.

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

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

Appendix F

Certificate(s) of Insurance

W.O. 17-01, Schedule 1

South 24th Street West Water Main Replacement

Attach Certificate(s) of Insurance

Regular City Council Meeting

Meeting Date: 10/24/2016

TITLE: W.O. 17-01, Schedule 2, Sanitary Sewer and Water Rehabilitation Projects

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

The City Council will consider awarding a Professional Engineering Services Contract to Morrison-Maierle, Inc. (MMI) in the amount of \$749,453.00 for design, bidding and construction administration services on Schedule 2 of the 2017 Sanitary Sewer and Water Replacement Projects. Schedule 2 projects will occur in three geographic areas. The first area consists of approximately 6,100 linear feet of 8-inch alley sanitary sewer main replacement in the area bounded by Grand Avenue to the south, Avenue D to the north, 17th Street West to the east, and the BBWA Canal to the west. The second area consists of approximately 3,300 linear feet of 8-inch sanitary sewer main replacement in the area bounded by Miles Avenue to the north, Cook Avenue to the south, 26th Street West to the east, and 28th Street West to the west. The third area consists of approximately 2,200 linear feet of 12-inch cast iron water main replacement in North 32nd Street from Avenue C to 11th Avenue North.

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

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

ALTERNATIVES ANALYZED

City Council may:

- Approve awarding the Professional Engineering Services Contract to Morrison-Maierle, Inc., or;
- Do not approve awarding the engineering contract to Morrison-Maierle, Inc. If the project is not constructed, the City's sanitary sewer collection and water distribution systems in these areas will continue to experience ongoing maintenance problems and expenses.

FINANCIAL IMPACT

Funding for this project has been approved by City Council in the FY17 budget. Schedule 2 projects will use water and sewer funds.

	Water Replacements	Sewer Replacements
Project Budget	\$4,000,000.00	\$4,000,000
Previously Encumbered	\$377,800.00	\$0.00
This Contract	\$146,863.00	\$602,590.00
Budget Remaining	\$3,475,337.00	\$3,397,410.00

RECOMMENDATION

Staff recommends that Council award a Professional Engineering Services Contract for the design and construction administration of Schedule 2 of the 2017 Sanitary Sewer and Water Replacement Projects to Morrison-Maierle, Inc., in the amount not to exceed \$749,453.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

WO 17-01 Sch 2 Contract

Contract for Professional Engineering Services
City of Billings W.O. 17-01, Schedule 2
Sanitary Sewer and Water Rehabilitation Projects

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

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 11 Sections of General Provisions;
- Appendix A consisting of 7 pages (Basic Services of Engineer);
- Appendix B consisting of 2 pages (Methods and Times of Payment);
- Appendix C consisting of 1 page (Additional Services of Engineer);
- Appendix D consisting of 5 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 page (Project Schedule);
- Appendix F consisting of 22 pages (Certificate(s) of Insurance)

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

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

Section 2. Scope of Services.

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

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

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Engineer shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2017.

Section 4. Compensation; Method of Payment.

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

Section 5. Termination of the Engineer's Services.

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

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

Section 6. Duties Upon Termination

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

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

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

Section 7. Insurance.

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

Section 8. Assignments.

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

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

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

Section 10. Notices.

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

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

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

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

PART II GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Engineer: President or Vice President
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

Engineer

City Council or Designee

Name: _____

Date: _____

Title: _____
Date: _____

ATTEST:

IRS Tax ID # _____

City Clerk

APPROVED AS TO FORM:

Date: _____

By _____
BRENT BROOKS, City Attorney

STATE OF MONTANA)
 :SS.
COUNTY OF YELLOWSTONE)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of _____, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

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

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

Appendix A
Basic Services of Engineer
W.O. 17-01, Schedule 2
Sanitary Sewer and Water Rehabilitation Projects

Section 1. Engineer's Rights and Duties.

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

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

Section 2. Billings Rights and Duties.

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

Section 3. Scope of Work.

The scope of work includes the following items:

1. The Engineer shall perform the work outlined within this agreement that includes the completion of design and construction phase services for W.O. 17-01 Schedule 2 Sanitary Sewer and Water Rehabilitation Projects. Design and construction work for the W.O. 17-01 Schedule 2 Sanitary Sewer and Water Rehabilitation Projects is based on the following three bid schedules:

Schedule 1 (32nd Water Rehabilitation) – 2,300 LF of 12-inch water main replacement.

Schedule 2 (Rose Park/North 24th Street West Sewer Rehabilitation) – 6,125 LF of 8-inch sewer main replacement. 4,630 linear feet of sewer main in this area has been surveyed and had geotechnical investigations as part of a previous project and will be verified for any new utilities as part of this project.

Schedule 3 (Miles/Howard/Cook Sewer Rehabilitation) – 3,310 LF of 8-inch sewer main replacement.

2. Potholing or other exploratory (e.g. additional video or service location methods) may be required during design and/or construction of this project. This scope includes up to \$10,000 for potholing or exploratory services as required.
3. This scope includes up to \$4,500 for DEQ review permit fees.

Completion of said design shall include the following tasks:

A. Preliminary Engineering Services (30% Design)

1. Field surveys within the project limits and extending to appropriate match lines. Data collection shall include establishment of permanent horizontal and vertical control, topographic features and existing property pins. Engineer will provide appropriate temporary traffic control measures for all data collection completed in traffic areas. Field survey data will be utilized by the Engineer to develop preliminary project base mapping.

2. Research will be performed to verify existing right-of-way locations utilizing platted information, ownership records and found property pins.
3. Geotechnical engineering as provided by sub consultant to consultant shall include field sampling, laboratory testing and review of subsurface soils to determine appropriate pavement section design alternatives, sub-grade treatment, groundwater conditions, and foundations for utility installations. Recommendations for specific construction materials established in this review will be included in the project plans and specifications. Design geotechnical work will include 18 soil borings ranging from 11 to 18 feet deep and 3 asphalt cores.
4. Coordinate with City of Billings staff and other public and private stakeholders in the development of roadway and utility improvements.
5. Coordination with property owners adjacent to the project.
6. Design of utility alignments and cross-sections; sewer main; and related improvements.
7. Coordination with property owners regarding piping or abandonment alternatives within the right-of-way. This may include verification of service locations.
8. Confirm appropriate utility sizing within the project limits. Design replacement of existing utilities.
9. Coordinating the identification and potential relocation of private utilities including, but not limited to, overhead and underground power, cable TV, underground telephone and communications, petroleum oil, and natural gas.
10. One (1) 11"x17" copy of 30% plans will be provided to the City for review.

B. Preliminary Engineering Services (70% Design)

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

One (1) 22"x34" copy and one (1) 11"x17" copy of 70% plans and two (2) project specifications will be provided to the City for review.
2. Attend periodic design review meetings with Billings.
3. Send 70% construction plans to the private utilities for review and comment, and hold a subsequent coordination meeting with the private utilities to assemble and evaluate comments.
4. Planning and facilitating one (1) public informational meeting during the design phase.

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

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

12. Apply for all permits, licenses, and approvals necessary to construct the project. All permit and licensing fees will be paid by the Engineer up to a total of \$4,500.

D. Construction Services

1. Construction Layout and Control.

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

2. Inspection and Testing.

- i. Coordinate appropriate testing of materials intended for incorporation into the project and require documentation of testing results.
- ii. Provide review of construction to check the Contractor's work for compliance with the drawings, specifications, and other applicable documents, codes or standards. Review of work shall be made on a full-time basis while any major item of work is in progress. Major items of work shall be water; sanitary sewer; storm drain, and irrigation utilities; subgrade preparation; gravel base course preparation; concrete pouring and finishing; paving; signalization, lighting, and striping. The Engineer shall provide a minimum of **48** hours notice for Billings personnel when specific inspections or testing require their presence on the project. Each daily review shall be documented in permanent reproducible form and kept in consecutive order with the project file. Copies of the daily review reports shall be furnished to Billings as requested during construction. Engineer will notify Billings immediately of contract problems or deviation from approved plans. The planned resident project representatives for each schedule are as follows:

Schedule 1 of this project is planned for one (1) full time resident project representative at ten (10) hours per working day for 50 working days of the 70 calendar day project.

Schedule 2 of this project is planned for one (1) full time resident project representative at ten (10) hours per working day for 100 working days of the 140 calendar day project.

Schedule 3 of this project is planned for one (1) full time resident project representative at ten (10) hours per working day for 55 working days of the 77 calendar day project.

- iii. Provide the services of a qualified materials engineering technician who will observe construction and provide representative tests. Provide direct

coordination of laboratory and field quality assurance testing and geotechnical engineering between the project engineer, field inspector, and a project construction materials engineer. Geotechnical and materials engineering shall include interpretation and recommendations for the Engineer and Billings based upon field observation.

- iv. The Engineer shall record the location of all underground utilities (including, but not limited to, conduit for all street lighting, signalization, or flasher assemblies) installed under and on the surface within the public right-of-way and show these facilities, together with a representation of the general corridors in which other underground utilities are located, on the record drawings.

3. Submittal Review and Document Preparation.

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

4. Public Involvement Services.

- i. Develop an overall public involvement plan to be used during construction. At a minimum, plan will include provisions for providing information to Billings to be included in monthly newsletters; press releases and road closure notifications; weekly updates (figures and narratives) showing updated construction areas and traffic control layouts for Billings to post online (and to email to affected property

owners at their request); weekly construction meetings; and Contractor handouts. Plan to be approved by Billings prior to implementation. Additional approvals by Billings may be required for release of public involvement plan materials to the public.

- ii. Develop a handout to provide information to homeowners and tenants on the construction prior to construction beginning in their alley.

5. Final Services.

- i. Prepare record drawings (As-Built) and furnish Billings with one (1) paper set for review and comments.
- ii. Following receipt of review comments from Billings, make necessary changes and furnish Billings with two (2) sets of 22"x34" paper, one (1) Portable Document Format (PDF) of 22"x34" size, and one (1) electronic set in AutoCAD (*.dwg) format, of record drawings.
 - a. Locations of sewer services based on alignment stationing.
 - b. Invert elevations marked for each manhole, structure, and each connection thereto, as well as at the end of each stubbed sanitary sewer line, and stubbed sanitary service line.
 - c. All above elevations shall be referenced to a permanent benchmark elevation – clearly show on the plans.
 - d. Record drawings are due within 60 days of Contractor's final payment and before final payment to the Engineer.
- iii. Provide one (1) CD of Contractor submittals.
- iv. Schedule and make final inspection with Billings and certify to Billings all construction items were constructed according to plans and specifications and are acceptable to the Engineer.
- v. Schedule and make an inspection with Billings prior to the expiration of construction warranty period and provide a certification of final acceptance. If any problems are found, send a list of deficiencies to Billings and Contractor and continue until acceptable.

Appendix B
Methods and Times of Payment
W.O. 17-01, Schedule 2
Sanitary Sewer and Water Rehabilitation Projects

Section 1. Payments for Basic Services.

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

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

- A. For services rendered prior to construction, Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed \$749,453.00 (Seven Hundred Forty-Nine Thousand Four Hundred Fifty-Three and 00/100 dollars) based on the following tasks:

Phase 10	Project Management	<u>\$8,040.00</u>
Phase 20	Study	<u>\$0.00</u>
Phase 30	Survey	<u>\$73,901.00</u>
Phase 39	Geotechnical	<u>\$57,750.00</u>
Phase 40	Design	<u>\$211,023.00</u>
Phase 50	Construction Administration	<u>\$379,495.00</u>
Phase 60	Project Closeout	<u>\$15,404.00</u>
Phase 88	Quality Assurance	<u>\$3,840.00</u>

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

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

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

Section 3. Corrections.

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

Section 4. Fee Increases

For contracts and services that are expected to require more than one (1) year to complete, the above stated basic services payments may be reviewed and adjusted

annually by mutual agreement of the parties, based upon documented evidence that the Engineer's costs and hourly rates as shown in Appendix D have increased for all comparable clients.

Appendix C

Additional Services of Engineer W.O. 17-01, Schedule 2 Sanitary Sewer and Water Rehabilitation Projects

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

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

Appendix D

Schedule of Professional Fees W.O. 17-01, Schedule 2 Sanitary Sewer and Water Rehabilitation Projects

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

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

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

Section 1. Professional Services.



Standard Billing Rates Schedule Rates Effective Thru May 31, 2017

6/2/2016
Q28

			Standard Rate	Overtime Rate
Professional Services	Principal	Principal	194.00	194.00
	Engineer	Supervising Engineer III	182.00	182.00
		Supervising Engineer II	172.00	172.00
		Supervising Engineer I	162.00	162.00
		Senior Engineer II	149.00	149.00
		Senior Engineer I	136.00	136.00
		Design Engineer II	125.00	125.00
		Design Engineer I	114.00	114.00
		Engineer Intern II	102.00	102.00
		Engineer Intern I	91.00	91.00
	Planner	Supervising Senior Planner	176.00	176.00
		Senior Planner	140.00	140.00
	Scientist	Senior Environmental Scientist	118.00	118.00
		Environmental Scientist II	102.00	102.00
		Environmental Scientist I	92.00	92.00
		Senior Geologist	173.00	173.00
		Geologist III	149.00	149.00
	Engineering Technician	Geologist I	107.00	107.00
		Senior Engineering Technician	126.00	126.00
		Engineering Technician	91.00	91.00
		Cad Designer II	108.00	108.00
		Cad Designer I	98.00	147.00
		Cad Tech III	91.00	136.50
		Cad Tech II	85.00	127.50
	Resident Project Representative	Cad Tech I	75.00	112.50
		Senior Resident Project Representative	130.00	130.00
		Resident Project Representative II	108.00	108.00
	Clerical and Graphics	Resident Project Representative I	93.00	139.50
		Administrative Manager	93.00	93.00
		Administrative Coordinator III	85.00	85.00
		Administrative Coordinator II	80.00	80.00
		Administrative Coordinator I	65.00	97.50
		Project Coordinator III	85.00	127.50
		Project Coordinator II	75.00	112.50
		Technical Intern	62.00	93.00
		Graphic Designer	76.00	76.00
Surveying Services	Survey	Senior Survey Manager	156.00	156.00
		Land Surveyor IV	129.00	129.00
		Land Surveyor III	121.00	121.00
		Land Surveyor II	108.00	108.00
		Land Surveyor I	97.00	97.00
		Survey Technician IV	91.00	136.50
		Survey Technician III	84.00	126.00
		Survey Technician II	74.00	111.00
		Survey Technician I	61.00	91.50
Expert Witness	Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.			

Standard Billing Rate Schedule
Rates Effective Thru
May 31, 2017

Q28

EQUIPMENT RATES

<u>Company Vehicle: highway miles - Pickups/SUV/4WD</u>	\$.699/mile
<u>highway miles - Sedans</u>	\$.574/mile
<u>on-site mileage</u>	\$.574/mile plus \$5.00/hour
<u>Private Vehicle</u>	\$.54/mile
<u>ATV/Snowmobile</u>	\$50.00/day
<u>UTV</u>	\$100.00/day
<u>GPS (2 Receivers)</u>	\$30.00/hour, \$240.00/day
<u>GEO GPS</u>	\$65.00/day
<u>Total Station</u>	\$80.00/day
<u>Robotic Total Station</u>	\$240.00/day
<u>FARO Focus 3D X 130 Laser Scanner</u>	\$50.00/hour, \$400.00/day
<u>Nuclear Density Meter</u>	\$10.00/hour, \$35.00/day
<u>Airflow Balancing Hood</u>	\$75.00/day
<u>Core Drill</u>	\$10.00/hole

HYDROLOGICAL EQUIPMENT

<u>Conductivity Meter</u>	\$15.00/day
<u>Disposable Ballers</u>	\$10.00/each
<u>Dissolved Oxygen Meter</u>	\$20.00/day
<u>PH Meter</u>	\$15.00/day
<u>PH/Temp/Conductivity Meter</u>	\$25.00/day
<u>Water Sample Fee</u>	\$10.00/each
<u>In Situ Level Troll 700</u>	\$63.00/day, \$250.00/week
<u>AquaCalc Pro</u>	\$60.00/day, \$120.00/week
<u>Marsh McBirney 2000 Flowmeter</u>	\$60.00/day, \$120.00/week
<u>Global Water FP 111 Flowmeter</u>	\$25.00/day, \$75.00/week
<u>Submersible Pump (Redi Flo 2)</u>	\$155.00/day
<u>Water Level Meter, 300 Ft.</u>	\$25.00/day, \$50.00/week
<u>Water Level Meter, 500 Ft.</u>	\$35.00/day, \$75.00/week
<u>Oil/Water Interface Well Probe</u>	\$40.00/day, \$120.00/week
<u>Hach Flo-Dar (logger & sensor)</u>	\$400.00/week, \$1,000.00/month
<u>Rain Gauge Sensor</u>	\$15.00/week, \$60.00/month

PRINTING EXPENSES

<u>Black & White Copies</u>	\$.10/8.5x11, \$.20/11x17, \$.13/8.5x14
<u>Color Copies</u>	\$.20/8.5x11, \$.40/11x17, \$.20/8.5x14
<u>Binding</u>	\$.25/each
<u>Lamination</u>	\$1.00/each
<u>Cover Stock</u>	\$.10/each
<u>Acetate</u>	\$.30/each
<u>Tab</u>	\$.10/each
<u>Oversize Print Black & White</u>	\$5.00/each
<u>Oversize Print Color</u>	\$6.00/each
<u>Print & Basic Mount</u>	\$12.00/each
<u>Print & Machine Mount</u>	\$20.00/each
<u>Print, Machine & Laminate White Board</u>	\$32.00/each
<u>Print, Machine & Laminate Black Board</u>	\$35.00/each
<u>Foam Board</u>	\$3.50/each
<u>Small View Binder</u>	\$5.00/each

Standard Billing Rate Schedule
Rates Effective Thru
May 31, 2017

MISCELLANEOUS EXPENSE

Current Rates

Lodging

Meals

\$40.00/day

Technology and Communications

\$6.00 per labor hour

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

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

The cost of professional liability insurance coverage is included in the hourly rates of personnel.

Section 9. Materials and Other Direct Costs.

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

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

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

Appendix E

Project Schedule W.O. 17-01, Schedule 2 Sanitary Sewer and Water Rehabilitation Projects

Based on a notice to proceed by Billings date no later than October 24, 2016, the completion date for the Engineer's work through final design shall be:

1. Preliminary Engineering Services (30% Design): December 21, 2016
2. Preliminary Engineering Services (70% Design): February 1, 2017
3. Preliminary Engineering Services (90% Design): March 11, 2017
4. Final Engineering Services (100% Design): March 28, 2017
5. Construction Services to be based on Contractor Schedule.

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

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

Appendix F

Certificate(s) of Insurance W.O. 17-01, Schedule 2 Sanitary Sewer and Water Rehabilitation Projects

Attach Certificate(s) of Insurance

Regular City Council Meeting**Meeting Date:** 10/24/2016**TITLE:** W.O. 17-01, Schedule 3, 6th Avenue North Water and Sewer Replacement**PRESENTED BY:** David Mumford, Public Works Director**Department:** Public Works

PROBLEM/ISSUE STATEMENT

The City Council will consider awarding a Professional Engineering Services Contract to Sanderson Stewart, in the amount of \$558,975.00 for design, bidding and construction administration services on Schedule 3 of the 2017 Water and Sewer Main Replacement Projects. The Schedule 3 project consists of approximately 2,000 lineal feet of 20-inch water main replacement and 2,100 lineal feet of 18-inch sanitary sewer main replacement in 6th Avenue North from N. 27th Street to Grand Avenue.

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

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

ALTERNATIVES ANALYZED

City Council may:

- Approve awarding the Professional Engineering Services Contract to Sanderson Stewart, or;
- Do not approve awarding the Professional Engineering Services Contract to Sanderson Stewart. If the project is not constructed, the City's sanitary sewer collection and water distribution systems in this area will continue to experience ongoing maintenance problems and expenses.

FINANCIAL IMPACT

Funding for this project has been approved by City Council in the FY17 budget. Schedule 3 projects will use water and sewer funds.

	Water Replacements	Sewer Replacements
Project Budget	\$4,000,000	\$4,000,000
Previously Encumbered	\$524,663.00	\$602,590.00
This Contract	\$272,670.00	\$286,305.00

Budget Remaining	\$3,202,667.00	\$3,111,105.00
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RECOMMENDATION

Staff recommends that Council award a Professional Engineering Services Contract for the design and construction administration of Schedule 3 of the 2017 Water Main Replacement Projects to Sanderson Stewart, in the amount not to exceed \$558,975.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

WO 17-01 Sch 3 Contract

Contract for Professional Engineering Services
City of Billings W.O. 17-01, Schedule 3
6th Avenue North Water and Sanitary Sewer Replacement Project

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

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 11 Sections of General Provisions;
- Appendix A consisting of 10 pages (Basic Services of Engineer);
- Appendix B consisting of 1 page (Methods and Times of Payment);
- Appendix C consisting of 1 page (Additional Services of Engineer);
- Appendix D consisting of 3 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 page (Project Schedule);
- Appendix F consisting of 1 pages (Certificate(s) of Insurance)

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

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

Section 2. Scope of Services.

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

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

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Engineer shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2017.

Section 4. Compensation; Method of Payment.

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

Section 5. Termination of the Engineer's Services.

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

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

Section 6. Duties Upon Termination

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

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

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

Section 7. Insurance.

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

Section 8. Assignments.

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

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

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

Section 10. Notices.

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

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

Engineer: Sanderson Stewart
Mac Fogelsong, PE, LEED AP, Vice President
1300 North Transtech Way
Billings, Montana 59102 FAX: (406) 656-0967 / PHONE: (406) 656-5255

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

PART II GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Engineer: Mac Fogelsong, PE, LEED AP Vice President
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

Engineer

City Council or Designee

Date: _____

Name: _____

Title: _____

Date: _____

ATTEST:

IRS Tax ID # _____

City Clerk

APPROVED AS TO FORM:

Date: _____

By _____

BRENT BROOKS, City Attorney

STATE OF MONTANA)
 :SS.
COUNTY OF YELLOWSTONE)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of _____, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

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

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

Appendix A

Basic Services of Engineer City of Billings W.O. 17-01, Schedule 3 6th Avenue North Water and Sanitary Sewer Replacement Project

Section 1. Engineer's Rights and Duties.

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

- J. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Jeff Heidner, PE working under the Principal-in-Charge, Mac Fogelsong, PE.

Section 2. Billings Rights and Duties.

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

Section 3. Scope of Work.

SCOPE OF WORK:

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

The project consists of the design and bidding services for the W.O. 17-01, Schedule 3, 6th Avenue North Water and Sanitary Sewer Replacement Project. The water main replacement includes approximately 2,400 lineal feet of 20-inch diameter and smaller water main replacement within 6th Avenue North from North 27th Street to North 32nd Street including north/south tie-ins at the side streets. The sanitary sewer replacement includes approximately 2,460 lineal feet of 21-inch diameter and smaller sanitary sewer main replacement or rehabilitation within 6th Avenue North from the alley east of North 27th Street to the intersection of Grand Avenue and Division Street including south tie-ins at the alleys and a north tie-in at the alley east of North 27th Street. Professional services include design of a water main replacement and sanitary sewer main replacement or rehabilitation for the existing water and sanitary sewer mains, preparation of contract plans and specifications, contract plan and specification interpretation during construction, review of contractor pay estimates, construction staking, and observation of construction for the water main and sanitary sewer main more specifically described below. Engineer will coordinate work efforts with other related improvement projects expected to be completed concurrently in the project area.

Phase 100. Project Initiation

- Task 1. Attend meeting with City officials to determine project scope.
- Task 2. Review routes in field walkthrough.
- Task 3. Review available existing information to assist in preparing scope.
- Task 4. Prepare project scope of work and contracts.

Phase 200. Preliminary Design Services

- Task 1. Project management and coordination
- Task 2. Review existing atlas maps, as-built drawings, and water and sewer service records provided to Sanderson Stewart by the City.
- Task 3. Review water and sanitary sewer alignments with respect to other

utilities.

- Task 4. Review existing sanitary sewer flows to determine required pipe sizing and assist in review of trenchless alternate. This does not include the use of flow measuring devices, but rather visual observations from TV inspections, and review of existing reports or flow studies.
- Task 5. Review existing sanitary sewer main and manhole configuration at intersection of Grand Avenue/Division Street and review alternate manhole locations and extents of new sanitary sewer replacement in this intersection.
- Task 6. Review extents of water main replacement at side streets and determine which hydrant laterals and water services require replacement.
- Task 7. Assemble existing available plat, certificate of survey, easement and ownership information along 6th Avenue North and draw in existing parcels from plats and field survey.
- Task 8. Attend up to three periodic design review meetings with the City.
- Task 9. Meet and Coordinate with MDT regarding their overlay project, which is planned to bid in fall, 2017 and build in the spring, 2018.
- Task 10. Meet and Coordinate with MDU regarding their plans to replace the 6-inch gas main in 6th Avenue North.
- Task 11. Mail out written surveys to businesses and residences along 6th Avenue North requesting information on water usage, delivery requirements and special access needs. We have included up to six (6) separate one-on-one owner meetings, which may include Albertson's, Holiday gas station, Conoco gas station, US Bank, Billings Public Library, and the Transwestern Plaza.
- Task 12. Obtain field location of existing utilities and incorporate this information into the construction plans. Utility locates will be requested for the project corridor using the One-Call service and surveyed for the corridor. Up to three (3) days of traffic control is included.
- Task 13. Perform survey measure downs for existing water, sanitary sewer, storm drain, and fiber optic manholes for 6th Avenue North project area. Up to three (3) days of traffic control is included for 6th Avenue North as well as the intersection of Grand Avenue/Division Street.
- Task 14. Set control network for 6th Avenue North project area.
- Task 15. Limited property corner search for 6th Avenue North project area.
- Task 16. Field topographic survey for 6th Avenue North project area. The limits of survey start from approximately 200 feet west of the Grand Avenue/Division Street intersection and extend east within the 6th Avenue North right-of-way to approximately 100 feet east

of the alley between North 27th and North 26th Street. The limits also include approximately 100 feet north and south at the side streets from North 32nd Street to North 27th Street and approximately 50 feet south at the alleys where sewer may stubbed to the edge of the 6th Avenue North right-of-way. Topographic survey includes up to two (2) days of traffic control.

- Task 17. Subcontract to TV inspect the existing sanitary sewer main from manhole 6-1 located west of the intersection of Grand Avenue/Division Street, continuing east in 6th Avenue North to manhole 8-42 at the alley east of North 27th Street. This includes the sections between the manholes at the intersection of Grand Avenue/Division Street, which will be done at the same time as the measure downs in this intersection to use the same traffic control. TV the six alley sewers on the south side of 6th Avenue North and the north alley sewer east of North 27th Street to determine extents of replacements in the alley. We have included review of the TV inspection to assist in determining if a trenchless alternate is feasible as well as understand the configuration of the existing sewer pipes and manholes in the intersection of Grand Avenue/Division Street. We have included three (3) additional days of traffic control for this task.
- Task 18. Identify areas to perform subsurface utility “potholing” at identified pipe line or utility crossings to identify specific pipe elevations or private utility locations. Survey said pipe elevations in the field for incorporation into the design. Scope of work assumes Sanderson Stewart will provide a “vacuum” truck via subcontract to remove material in order to survey said utilities. Scope of work includes up to six (6) full 8-hour days of subcontract “potholing” for an estimated total of 24 potholes. Temporarily backfill holes with cold-mix asphalt. Provide filling of holes during construction by Contractor with hot-mix asphalt. Scope of work includes traffic control.
- Task 19. Geotechnical Investigation of 6th Avenue North project area. Geotechnical engineering shall include field sampling, laboratory testing and review of subsurface soils to determine appropriate pavement section design alternatives, subgrade treatment, groundwater conditions, and foundations for utility installations. Recommendations for specific construction materials and groundwater management established in this review will be included in the project plans and specifications. Up to four (4) groundwater monitoring wells will be installed along the corridor. Geotechnical investigation includes traffic control during boring operations.
- Task 20. Miscellaneous geotechnical design review, including geotechnical review of plans and specifications and review of adjacent pipeline/utility stability.

- Task 21. Perform literature review of documented environmental issues (preliminary site analysis) of the 6th Avenue North project area. No in-field drilling, testing, or environmental sampling is included in this literature review.
- Task 22. Groundwater elevation monitoring of up to four (4) monitoring wells. We have assumed monitoring the groundwater elevations daily from November to May using transducers in the monitoring wells.
- Task 23. Review feasibility of up to two different trenchless alternates for the sanitary sewer main in 6th Avenue North and prepare memorandum summarizing our findings.
- Task 24. Design of temporary water system performance specifications for project area. Include requirements for temporary private fire suppression systems. Meet with City of Billings Fire Marshall to review affected buildings with fire suppression systems.
- Task 25. Flushing design for 20-inch diameter water main piping.
- Task 26. Design of bypass pumping system performance specifications for project area. Include special requirements for crossing North 27th Street.
- Task 27. Review alternate construction timing methods for 6th Avenue North (review of night work/weekend work, 24 hour 7-day a week work hours).
- Task 28. Meet with local contractors and suppliers to discuss constructability and traffic control issues.
- Task 29. Identify potential staging areas, disruptions to private access and parking.
- Task 30. Develop a public involvement plan which shall include an educational outreach component and up to two (2) public informational meetings.
- Task 31. Coordinate the identification and potential relocation of private utilities including, overhead and underground power, cable TV, underground telephone and communications, and natural gas.
- Task 32. Send preliminary construction plans to the private utilities for review and comment, and hold subsequent coordination meetings with the private utilities to assemble and evaluate comments (up to two (2) meetings).
- Task 33. Meet with City engineering, and public utilities department (PUD) two (2) times for plan review.
- Task 34. Review existing traffic count data for 6th Avenue North. This will help to determine the number of lane drops allowed in 6th Avenue North as well determine whether a partial detour route is required.
- Task 35. Prepare preliminary traffic control plans and specifications for the

project area and submit for review by the City of Billings. Coordinate with other City construction projects known in the vicinity of this project including the North 32nd Street water main project.

- Task 36. Quality control review of plans and specifications
- Task 37. Prepare preliminary plans and specifications (70% design level) using all data gathered and input received. Incorporate the design of one trenchless alternate for the sanitary sewer replacement if determined to be a feasible option.
- Task 38. Prepare opinion of probable cost with 15 percent contingency included.
- Task 39. Submit preliminary plans and specifications (70% design level) for review to all interested parties as determined by the City of Billings and Sanderson Stewart.

Phase 200 Deliverables:

Memorandum Summarizing Trenchless Alternate Options for Sanitary Sewer, Preliminary Geotechnical Report, Preliminary Alignment and Grade Plans (70%), Preliminary Opinion of Probable Cost with 15% contingency; Deliverables include up to four (4) full size sets (24x36-inch) and four (4) half size sets (12x18-inch) preliminary plans and specifications.

Phase 300. Final Design and Bidding Services

- Task 1. Project management, and coordination.
- Task 2. Assemble all preliminary plan review comments and redlines for incorporation into final plans.
- Task 3. Match street restoration grades at alleys, ramps and tie-in locations.
- Task 4. Coordinate final design with other public utilities within the selected project corridor.
- Task 5. Incorporate recommendations of geotechnical report into final plans and specifications, including the QA/QC recommendations for materials testing during construction.
- Task 6. Incorporate recommended traffic control plans into final plan set. Plans shall include required detours, required signing, and applicable construction phasing.
- Task 7. Complete final plan and specification sets for submittal, review, and approval by the City of Billings and the Department of Environmental Quality.
- Task 8. Apply for permits, licenses, and approvals necessary to construct the project.
- Task 9. Submittal of two (2) copies of the project specifications, two (2) half-size plan sets, contract-bidding documents, design report and certified water checklist to Montana Department of Environmental

Quality (MDEQ) for approval. The estimated DEQ review fees are included in this contract, based 2,400 lineal feet of water main and 2,680 lineal feet of sanitary sewer main being replaced.

- Task 10. Receive final redline comments from the City and the Department of Environmental Quality and incorporate said comments in final plans and specifications. Final plans and specifications will be prepared in accordance with the Montana Public Works Standard Specifications, Sixth Edition, April 2010 and the current adopted City of Billings Standard Modifications to the Sixth Ed. Stamp and sign all plans and specifications with seal of Professional Engineer in charge.
- Task 11. Calculate bid quantities and prepare bid proposal and contract documents. Update Engineer's Opinion of Probable cost based upon final plan quantities.
- Task 12. Assist in preparation of bid advertisement and provide documents to prospective bidders and suppliers. Bid advertisement text will be provided to the City for publication.
- Task 13. Attend one pre-bid meeting.
- Task 14. Answer bid questions and issue addendums as required.
- Task 15. Attend bid opening, tabulate bids, and make recommendation to the City for award.
- Task 16. Assist in City procurement of final contract agreement, verification of insurance and bonds, and issue notice to proceed.
- Task 17. Quality control review.

Phase 300 Deliverables:

Plans and specifications for review and bidding, Final Opinion of Probable Cost, Bid Tabulations, and Recommendation of Award.

Phase 400. Construction Services and Contract Administration

- Task 1. Project management and coordination.
- Task 2. Schedule and conduct pre-construction conference prior commencement of work at the site. Issue pre-construction meeting minutes to Contractor and City.
- Task 3. Implement and coordinate QA/QC testing program for materials testing developed in the design phase of the project.
- Task 4. Take preconstruction photos of proposed work areas.
- Task 5. Prepare weekly website informational update content for distribution to the City of Billings and email to property owners along project corridor.
- Task 6. Review Contractor shop drawing submittals in conformance with the information given in contract documents. Also review valve

requests and temporary water plans. Review does not include review of any dewatering plans, and said review shall not extend to Contractor means, methods, techniques, sequences, or procedures of construction or Contractor safety programs.

- Task 7. Attend weekly construction meetings during construction.
- Task 8. Make visits to the site at intervals appropriate to various stages of construction to observe as an experienced and qualified design professional the progress of the Contractor's executed work. Visits by Engineer shall be limited to spot checking and similar methods of general observation of the work as assisted by the Resident Project Representative.
- Task 9. Meet as required during construction with businesses and affected residential owners. Provide up to one hour per week for business or residential meetings for a 175 calendar day construction contract.
- Task 10. Respond to Contractor requests for information. Issue necessary clarifications and interpretations of the Contract Documents as appropriate consistent with the intent and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- Task 11. Recommend and prepare Change Orders and Work Change Directives to City as appropriate.
- Task 12. Provide field staking to give the Contractor measurements, lines, locations, and grades necessary for construction. Field staking shall include grade stakes or slope stakes for excavation and fill, subgrade bluetops (if requested), base gravel bluetops (if required), off-sets and grades for the water and sanitary sewer mains and appurtenances thereto, off-sets and grades for manholes and inlets, off-sets for curb and gutter, and miscellaneous concrete replacement (if required).
- Task 13. Coordinate and schedule quality control testing during all phases of construction.
- Task 14. Provide full-time construction observation during construction utilizing a Resident Project Representative (RPR) to assist Engineer in observing progress and quality of the Work assuming a 175 calendar day construction contract and 50-hour work week. RPR shall report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor said clarifications and interpretations as issued by Engineer. RPR will prepare daily inspection reports, and daily diaries for the term of construction activity.

In addition to review of major work items, inspection activities shall include general review of traffic control set-up and sediment and erosion control. Major work items include, but are not limited

to: water, sanitary sewer, storm drain, irrigation utilities, subgrade preparation, gravel base course preparation, concrete work, paving, signals, lighting, and striping. It is assumed that if night inspection is required, the contract time would be reduced such that the total hours for full-time construction observation would remain the same for the project.

- Task 15. Review and recommend payment and contract requests in accordance with City of Billings format.
- Task 16. Coordinate daily traffic control changes and prepare media releases as required.
- Task 17. Keep track of actual in-place materials, locations, and quantities and transfer to field plans for preparation of record drawings.
- Task 18. Coordinate testing of final water main installations and recommend approval or adjustments as necessary.
- Task 19. Coordinate testing of final sanitary sewer main installations and recommend approval or adjustments as necessary.
- Task 20. Conduct final inspection and prepare punchlist.
- Task 21. Prepare reproducible construction record drawings for City of Billings files from records prepared by Contractor. Engineer will provide two (2) paper copies and one (1) pdf file of the record drawings based on record drawings of the Contractor with:
- Offset distances measured from the centerline of the right-of-way to all public water mains and sanitary sewer mains.
 - Invert elevations marked for each manhole, structure, and each connection thereto, as well as at the end of each stubbed water and sewer main, stubbed water and sewer service line and stubbed fire line.
 - Locations of water and sewer services based on measurements from property lines.
 - Elevations indicating the depth of bury of all public water and sanitary sewer mains. These elevations shall be shown at each street or right-of-way intersection and at such intervals along the public water mains as may be deemed appropriate by the City Engineer.
- Task 22. Conduct one-year inspection with City of Billings staff and Contractor.

Phase 400 Deliverables:

One (1) 12x18-inch set of record drawings submitted to the Department of Environmental Quality, two (2) sets of 24x36-inch record drawings provided to the City of Billings, one (1) set of electronic files (pdf format) provided to the City of Billings, one (1) copy of materials and water main testing records, and final record of project construction cost.

Appendix B

Methods and Times of Payment

W.O. 17-01, Schedule 3

6th Avenue North Water and Sanitary Sewer Replacement Project

Section 1. Payments for Basic Services.

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

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

- A. For services rendered in accordance with Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed \$558,975.00 (Five Hundred Fifty Eight Thousand Nine Hundred Seventy Five and 00/100 dollars) based on the following tasks:

Phase 100	Project Initiation	<u>\$5,200.00</u>
Phase 200	Preliminary Design	<u>\$236,110.00</u>
Phase 300	Final Design	<u>\$64,040.00</u>
Phase 400	Construction/Contract Administration	<u>\$253,625.00</u>

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

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

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

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer W.O. 17-01, Schedule 3

6th Avenue North Water and Sanitary Sewer Replacement Project

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

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

Appendix D

Schedule of Professional Fees

W.O. 17-01, Schedule 3

6th Avenue North Water and Sanitary Sewer Replacement Project

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

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

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

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

CHARGE OUT RATES EFFECTIVE SEPTEMBER 1, 2016

At Sanderson Stewart, we strive to provide great customer service and value. While we can offer the traditional method of billing by hourly charge rates, we strongly encourage our current and prospective clients to consider a lump sum arrangement in determining your overall project compensation. Fixed-fee projects can result in substantial savings over our posted hourly billing rates and provide a level of certainty at the outset of your project.

STAFF PERSONNEL SERVICES

Expert Witness/Special Consultant	\$ 250.00 /hour
Principal	\$ 180.00 /hour
Senior Engineer	\$ 165.00 /hour
Project Engineer	\$ 115.00 /hour
Staff Engineer	\$ 90.00 /hour
Engineer Intern	\$ 65.00 /hour
Senior Land Planner	\$ 135.00 /hour
Land Planner	\$ 130.00 /hour
Landscape Architect	\$ 125.00 /hour
Landscape Designer	\$ 80.00 /hour
Senior Professional Land Surveyor	\$ 130.00 /hour
Professional Land Surveyor	\$ 110.00 /hour
Staff Surveyor	\$ 95.00 /hour
Field Survey Technician	\$ 80.00 /hour
Marketing Director	\$ 120.00 /hour
Graphic Artist	\$ 100.00 /hour
Photographer	\$ 180.00 /hour
Web Developer	\$ 90.00 /hour
Designer	\$ 90.00 /hour

CADD Technician	\$ 80.00 /hour
Senior Construction Engineering Technician	\$ 110.00 /hour
Construction Engineering Technician	\$ 85.00 /hour
Construction Inspector	\$ 80.00 /hour
Project Administrator	\$ 65.00 /hour
Administrative/Clerical	\$ 55.00 /hour

SURVEY CREW SERVICES

1-man Crew/2-man Crew	\$ Per Job
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OUTSIDE CONSULTANTS

- 1) At cost if independently billed direct to client.
- 2) Cost plus 5% if billed through us.

INDEPENDENT LABORATORIES

- 1) At cost if independently billed direct to client.
- 2) Cost plus 5% if billed through us.

ADMINISTRATIVE EXPENSES

Administrative expenses (including copies, prints, phone, materials, and travel) based on professional services only 3.5% * postage,

* *unless modified by contract*

Appendix E

Project Schedule W.O. 17-01, Schedule 3 6th Avenue North Water and Sanitary Sewer Replacement Project

Based on a notice to proceed by Billings date no later than October 25, 2016, the completion date for the Engineer's work through final design shall be:

- | | |
|---|--------------------------|
| 1. Preliminary Engineering Services (30% Design): | <u>December 16, 2016</u> |
| 2. Preliminary Engineering Services (70% Design): | <u>January 31, 2017</u> |
| 3. Preliminary Engineering Services (90% Design): | <u>February 28, 2017</u> |
| 4. Final Engineering Services (100% Design): | <u>March 16, 2017</u> |

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

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

Appendix F

Certificate(s) of Insurance

W.O. 17-01, Schedule 3

6th Avenue North Water and Sanitary Sewer Replacement Project

Attach Certificate(s) of Insurance

Regular City Council Meeting

Meeting Date: 10/24/2016

TITLE: W.O. 14-11, Water Reclamation Facility Nutrient Upgrade, Expansion and Improvements; Northwestern Energy Agreement

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

The Council is asked to approve a Customer Agreement with NorthWestern Energy (NWE) in the estimated amount of \$235,752. As part of the work planned for W.O. 14-11, Water Reclamation Facility (WRF) Nutrient Upgrade, Expansion and Improvements, NWE needs to remove all of their metering equipment from City-owned electrical facilities at the WRF.

NWE would first install their new equipment inside their two nearby substations and also run new electric service lines to the fence line at the edge of their substations as part of the agreement. The total Contribution in Aid of Construction from the City is estimated at \$235,752, which may be adjusted after construction based on actual costs.

ALTERNATIVES ANALYZED

City Council may:

- Approve the service agreement with NWE and pay the associated fee, or;
- Disapprove the service agreement. If the service agreement is not approved, changes to the existing NWE equipment arrangement cannot be made, and the risk of failure and damage to City-owned electrical equipment and associated treatment processes cannot be reduced.

FINANCIAL IMPACT

The cost of the service agreement with NWE is \$235,752. Funding for this work was budgeted in FY17 and the source is wastewater funds.

RECOMMENDATION

Staff recommends that the City Council approve the customer service agreement with NWE in the amount of \$235,752.

APPROVED BY CITY ADMINISTRATOR

Attachments

NWE Customer Agreement, WW Upgrade

CUSTOMER AGREEMENT

This Customer Agreement (the "*Agreement*") is made and entered into effective as of _____, 2016 by and between NorthWestern Energy (the "*Company*") and the City of Billings, Montana (the "*Customer*"). Sometimes in this Agreement, Company and Customer are collectively referred to as "*Parties*" or individually as a "*Party*." Capitalized terms have the meaning set forth in NorthWestern Energy's Electric Tariff ("*Electric Tariff*"), which sets forth service, installation and contribution rules and regulations established by the Montana Public Service Commission (the "*MPSC*"). The Electric Tariff is available for review at <http://www.northwesternenergy.com/residential-services/how-to-read-your-bill/tariffs-and-rates/montana-tariffs-and-rates>.

RECITALS

WHEREAS, Customer is receiving electrical service from the Company, and desires to increase the load for the City of Billings Wastewater Treatment Plant situated at 725 US Highway 87 East, Billings, Montana (the "*Wastewater Treatment Plant*") served by the Company from existing distribution substations commonly referred to as the Billings Sewer No. 1 and No. 2 Substations (the "*Billings Sewer Substations*"); and

WHEREAS, in accordance with the Electric Tariff, Customer must execute an agreement and contribute to the cost of installing the facilities required to provide additional service to the Wastewater Treatment Plant;

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. SERVICE AND CONTRIBUTION REQUIREMENTS.

- 1.1 The Company agrees to install, operate and maintain facilities at the Billings Sewer Substations to serve the Wastewater Treatment Plant in accordance with the requirements of this Agreement and the Electric Tariff. Customer agrees to comply with the terms and conditions of this Agreement and remit to Company a contribution in aid of construction, which may include a federal tax surcharge and administrative/engineering fees, as more fully described in Section 1.2.
- 1.2 Customer shall pay for the purchase of equipment, construction and development of the facilities described in Exhibit 1 (and such other facilities as NorthWestern may reasonably deem appropriate in connection with the Company's obligations under this Agreement). The estimated cost of the facilities, as set forth in Exhibit 2, is \$305,319. Based upon the expected load requirements referenced in Exhibit 3, the Company estimates a line extension revenue allowance toward construction costs in the amount of \$121,706 (as such amount may be adjusted after final true-up of actual costs). After applying the line extension revenue allowance and other charges as referenced in Exhibit 2, Customer shall pay a Contribution in Aid of Construction ("*CIAC*") in the anticipated amount of \$235,752. The CIAC is calculated to cover the costs of the facilities described in Exhibit 1, along with the

normal operation and maintenance of the equipment and the taxes associated with such facilities.

At the end of the Term (or upon termination of this Agreement for any reason, including but not limited to termination of service in accordance with Electric Tariff Rule 13 – Termination of Service), NorthWestern shall compare Customer's actual usage against the projections in Exhibit 3 to determine if sufficient revenues have been collected to support the Company's initial investment. In the event of a shortfall, NorthWestern shall notify Customer of the shortfall in writing, within 45 days after the end of the Term or other termination of this Agreement. Customer shall reimburse the Company for the amount of the shortfall within 30 days of the above notification.

- 1.3 Customer (i) recognizes the potential for interrupted service in the event of a failure of the equipment until satisfactory replacement equipment (temporary or permanent) can be obtained and installed; (ii) understands that a delay may be encountered while Company attempts to acquire replacement equipment, and (iii) acknowledges the applicability of Electric Tariff Rule 8-2 – Continuity of Service in such instances.
- 1.4 COMPANY IS NOT LIABLE TO CUSTOMER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE PERFORMANCE, ENFORCEMENT, BREACH OR TERMINATION OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, ANTICIPATED PROFITS, OR BUSINESS. The limitation set forth herein survives the expiration or termination of this Agreement.
- 1.5 The term of this Agreement commences upon the effective date set forth above and remains in effect for a period of 60 months after _____ (the "*Term*"). Upon completion of the Term, this Agreement shall expire and Customer shall receive electric service from Company in accordance with the Electric Tariff.
- 1.6 The point of interconnection between Company's facilities and Customer's facilities is the load side bushings of the primary metering cabinet. Company will own the primary metering cabinet along with the associated metering instruments within the cabinet. Customer will own the downstream conduit, cable and cable terminations that are necessary to connect to the primary metering load side bushings. It is understood that some of the conduit, cable, and cable terminations owned and maintained by Customer will be physically located inside the controlled access fence surrounding the Billings Sewer Substations.

In the future, Company will be conducting a follow up project where the entire substation will be rebuilt or removed including the high speed ground faults currently in place in Customer's facility, as more fully illustrated in Exhibit 1. The Parties acknowledge and agree that nothing contained within this Agreement or this subsection shall modify or compromise the Parties respective litigating positions or defenses in the pending case of Exxon Mobile Corporation v. Northwestern Energy Coporation d/b/a Northwestern Energy v. City of Billings and General

Electric International, Inc., Case No. 1:16-cv-00005-BMM, United States District Court, District of Montana, Billings Division.

Employees and agents of Customer are not allowed access to Customer's facilities located within the Billings Sewer Substations unless accompanied by an authorized personnel of the Company.

2. CONDITIONS TO INSTALLATION.

- 2.1 Payment. If any facilities are installed on Customer's property, Customer shall make payment of the CIAC prior to Company scheduling a construction start date. Company must receive payment and satisfactory evidence of required permits and right-of-way authority prior to ordering materials, scheduling crews or starting construction.
- 2.2 Right-of-Way. If any facilities are installed on Customer's property, Customer shall provide the right-of-way required for the installation of the Company's service facilities. Customer shall grant or obtain for the Company an easement along the route of the line extension in a form satisfactory to the Company.
- 2.3 Permits. If any facilities are installed on Customer's property, Customer shall provide all required permits from appropriate governmental agencies for the construction work and installation of the Company's facilities and Customer's equipment. Copies of all permits must be provided to the Company prior to commencement of the work.
- 2.4 Additional Costs. If the Customer requests facilities be installed in frozen, rocky or hard ground, the Customer may be responsible for additional charges for installation. The Company will notify the Customer of these charges prior to installation when feasible, and otherwise when encountered during the installation work. If the Company requires additional charges prior to installation, and the basis for such extra cost is not encountered during the performance of the work, Company shall refund such charges to Customer.
- 2.5 Storm Water. If any facilities are installed on Customer's property, Customer is solely responsible for compliance with all Montana Department of Environmental Quality storm water regulations. All soil disturbing activities deemed necessary by the Company for the installation, operation and maintenance of the facilities must be incorporated by Customer in the Storm Water Pollution Prevention Plan. Customer shall operate and maintain all storm water best management practices at all times.
- 2.6 Underground Facilities. Prior to construction, all customer-owned, rented or leased underground facilities (including but not limited to sprinkler systems, septic systems propane tanks and associated lines, and communication and electric lines) must be properly identified and physically marked by Customer if any facilities are installed on Customer's property. The Company is not responsible for damages resulting from mismarked or unidentified customer facilities. Contact the Company's Construction Department with questions related to appropriately marking Customer-owned facilities.
- 2.7 Customer's Equipment. Customer shall install Customer's facilities in accordance with the Company's "New Service Guide" and "Electric Service Requirements & Guidelines." The

location of Customer's meter must be approved by the Company prior to the installation of equipment owned by the Customer. Customer shall provide service entrance and termination points as specified by the Company's installation standards in effect at the time construction begins.

- 2.8 Restoration and Grading. If any facilities are installed on Customer's property, Company will make a reasonable attempt to preserve private roadways and landscaping, but Customer is responsible for final compaction and restoration of private roadways and landscaping, including the removal of excess spoil piles. The Company will install facilities with the understanding that ground-level is the final grade, unless otherwise directed in writing by Customer. Should changes to grade be made in the future that result in Company's facilities being raised or lowered, the Customer is responsible for the costs associated with this change.

3. GENERAL CONDITIONS.

- 3.1 All terms, prices and conditions set forth herein are subject to modification resulting from changes in applicable rules, Electric Tariff, regulations, ordinances or the scope of project, and laws that may be amended or enacted after the date of this Agreement.
- 3.2 The payment amounts set forth in this Agreement are effective for 4 months from the date of this Agreement. If Customer has not delivered the CIAC to Company within such period due to any action, omission or failure to act by Customer, the project will be reviewed for any changes in the cost. The Company will perform one line extension engineering cost estimate per year at Customer's location free of charge. If subsequent redesign estimates are requested within the one year period from the original quote, a charge of \$61.00/hour (minimum charge = \$61.00) will be assessed and is payable prior to delivery of the estimate to Customer. If Customer proceeds with installation, fees paid for estimates will be credited toward the contribution payment.
- 3.3 If the facilities required to serve Customer must be relocated or modified at the request of Customer after installation, the Customer shall pay the costs of moving Company facilities.
- 3.4 The Company agrees to initiate service within a reasonable period of time after the Customer's equipment passes all inspections by state and local authorities as are required by law. The Company will proceed with the survey, design and construction of its facilities in a normal manner using its existing work force (Company employees or contractors) and material supply sources. Installation will be performed during normal working hours and the Company may reschedule the work to achieve efficient workload of Company forces. Availability of materials, weather conditions, frozen ground, access, or obtaining permits from governmental agencies or railroads may cause delays beyond the control of the Company or the Customer. The Company anticipates completion of the work required by this Agreement by _____, 2017.
- 3.5 In the event of a conflict between the terms of this Agreement and the Electric Tariff, the terms of the Electric Tariff prevail.

- 3.6 Customer acknowledges that Company, as a public utility, is subject to regulation by the Commission and that Company may be required to submit to such regulatory authority necessary information, data or documents regarding this Agreement. Customer acknowledges that, notwithstanding anything herein to the contrary, the Company may submit a copy of this Agreement and any other information related herewith to the Commission as part of complying with any filing requirement, request, order or other regulatory proceeding. To the extent Customer wishes to seek a protective order for this Agreement or any other information to be submitted to the Commission, Customer is responsible for preparing and otherwise requesting any such protective order.

4. ADDITIONAL CONDITIONS.

- 4.1 Notices required or permitted to be given under this Agreement will be in writing and deemed to be properly given if (a) delivered in person, (b) sent electronically with confirmation, (c) deposited in the United States mail with first class postage prepaid certified mail, return receipt requested, or (d) delivered by private, prepaid courier and addressed to the appropriate Party at the address set forth below:

CUSTOMER

General Notices:

City of Billings
City Engineer – Public Works
2224 Montana Avenue
Billings, MT 59101
Phone: 406-657-3097
Attn: Debi Meling, PE

NORTHWESTERN

General Notices:

NorthWestern Energy
Director, Key Accounts & Customer Education
11 East Park Street
Butte, MT 59701
Phone: 406-497-3621
Email: rick.edwards@northwestern.com

Maintenance Notices Copy to:

NorthWestern Energy
Director of Operations, Billings Division
P.O. Box 80330
Billings, MT 59108
Phone: 406-655-2541

Notices delivered in person will be deemed to have been received by the close of the business day on which it was delivered (unless transmitted or hand delivered after closing in which case it will be deemed received at the close of the next business day). Notices delivered electronically are deemed received upon confirmation of receipt. A Party may change its address by providing notice of same in accordance with this Article.

- 4.2 This Agreement and the attached Exhibits constitute the entire agreement between the Parties. There are no prior or contemporaneous agreements or representations affecting

DRAFT FOR DISCUSSION

the same subject matter other than those herein expressed. If amendments or modifications to this Agreement are required as a result of changes in operational conditions, construction, expansion, Commission or governmental decision, or for any other reason, the Parties shall work in good faith to amend this Agreement as is appropriate. No amendment, modification or change herein will be enforceable unless reduced to writing and executed by both Parties.

- 4.3 A waiver by either Party of any default or breach by the other Party of any covenants, terms or conditions of this Agreement shall not limit the right to enforce such covenants, terms or conditions or to pursue its rights in the event of any subsequent default or breach. If any portion of this Agreement shall be held to be void or unenforceable, the balance thereof shall continue to be effective.
- 4.4 The headings used for the sections and articles in this Agreement are for convenience and reference purposes only and in no way affect the meaning or interpretation of the provisions of the particular agreement. This Agreement may be executed in several counterparts and by signatures transmitted electronically, each of which will be an original and all of which constitute one and the same instrument. Construction of Agreement: Both Parties have contributed to the drafting of this Agreement. Any ambiguities or uncertainties in the wording will not be construed for or against either Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in duplicate as of the day and year first above written.

NORTHWESTERN ENERGY

CUSTOMER

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

EXHIBIT 1

DESCRIPTION OF FACILITIES

EXHIBIT 2

CONTRIBUTION IN AID OF CONSTRUCTION CALCULATIONS

CUSTOMER CONTRIBUTION IN AID OF CONSTRUCTION CALCULATIONS	
Total Estimated Construction Costs ¹	\$ 305,319
Total Revenue Requirement ²	\$ 659,341
Total NPV Revenue Requirement ³	\$ 326,708
Less - Net Present Value Incremental Additional Load Revenue Allowance ⁴	\$ (121,706)
Difference - Net Incremental Cost	\$ 205,002
Federal Tax Surcharge Adder (15%) ⁵	\$ 30,750
Total Contribution in Aid of Construction (CIAC) ⁶	\$ 235,752

1. Construction costs are in 2016 dollar values and are subject to change due to inflation costs.
2. Revenue requirement based on a total revenue requirement calculated over 30 years.
3. Net present value (NPV) revenue requirement based on applying NPV calculation over 30 at the return rate of 7.92 percent.
4. Incremental Revenues calculated based on a 60 months period (anticipated June 2017 through May 2022) and reflects the projected duration the 730 kW additional load will be added to the Billings Wastewater Plant multiplied by GS-2 Substation Transmission/Distribution Demand rates effective September 1, 2016. See Exhibit 3.
5. Federal tax surcharge is calculated at 15% based on the net amount paid to the Company. The amount received from Customer is taxable income to the Company.
6. As such amount may be adjusted after final true-up of actual costs.

EXHIBIT 3**ANTICIPATED REVENUE ALLOWANCE****City of Billings Wastewater Plant Substation Project Revenue Allowance¹ - Account 100591**

MONTH#	YEAR	MONTH	Baseload kW BEFORE Substation Upgrade ²	kW After Upgrades	Total Load Additions Allowed Towards Revenue Calculations ³	GS-2 Distribution-Demand Rates as 9/1/2016 per kW Incremental Revenue	
						Allowance ⁴	
					730	5,403,970	
60	2022	MAY	1006	1736	730	\$	3,944.90
59	2022	APR	1093	1823	730	\$	3,944.90
58	2022	MAR	1080	1810	730	\$	3,944.90
57	2022	FEB	1162	1892	730	\$	3,944.90
56	2022	JAN	1153	1883	730	\$	3,944.90
55	2021	DEC	1136	1866	730	\$	3,944.90
54	2021	NOV	1114	1844	730	\$	3,944.90
53	2021	OCT	1131	1861	730	\$	3,944.90
52	2021	SEP	1136	1866	730	\$	3,944.90
51	2021	AUG	1109	1839	730	\$	3,944.90
50	2021	JULY	1110	1840	730	\$	3,944.90
49	2021	JUNE	1110	1840	730	\$	3,944.90
48	2021	MAY	1006	1736	730	\$	3,944.90
47	2021	APR	1093	1823	730	\$	3,944.90
46	2021	MAR	1080	1810	730	\$	3,944.90
45	2021	FEB	1162	1892	730	\$	3,944.90
44	2021	JAN	1153	1883	730	\$	3,944.90
43	2020	DEC	1136	1866	730	\$	3,944.90
42	2020	NOV	1114	1844	730	\$	3,944.90
41	2020	OCT	1131	1861	730	\$	3,944.90
40	2020	SEP	1136	1866	730	\$	3,944.90
39	2020	AUG	1109	1839	730	\$	3,944.90
38	2020	JULY	1110	1840	730	\$	3,944.90
37	2020	JUNE	1110	1840	730	\$	3,944.90
36	2020	MAY	1006	1736	730	\$	3,944.90
35	2020	APR	1093	1823	730	\$	3,944.90
34	2020	MAR	1080	1810	730	\$	3,944.90
33	2020	FEB	1162	1892	730	\$	3,944.90
32	2020	JAN	1153	1883	730	\$	3,944.90
31	2019	DEC	1136	1866	730	\$	3,944.90
30	2019	NOV	1114	1844	730	\$	3,944.90
29	2019	OCT	1131	1861	730	\$	3,944.90
28	2019	SEP	1136	1866	730	\$	3,944.90
27	2019	AUG	1109	1839	730	\$	3,944.90
26	2019	JULY	1110	1840	730	\$	3,944.90
25	2019	JUNE	1110	1840	730	\$	3,944.90
24	2019	MAY	1006	1736	730	\$	3,944.90
23	2019	APR	1093	1823	730	\$	3,944.90
22	2019	MAR	1080	1810	730	\$	3,944.90
21	2019	FEB	1162	1892	730	\$	3,944.90
20	2019	JAN	1153	1883	730	\$	3,944.90
19	2018	DEC	1136	1866	730	\$	3,944.90
18	2018	NOV	1114	1844	730	\$	3,944.90
17	2018	OCT	1131	1861		\$	-
16	2018	SEP	1136	1866		\$	-
15	2018	AUG	1109	1839		\$	-
14	2018	JULY	1110	1840		\$	-
13	2018	JUNE	1110	1840		\$	-
12	2018	MAY	1006	1736		\$	-
11	2018	APR	1093	1823		\$	-
10	2018	MAR	1080	1810		\$	-
9	2018	FEB	1162	1892		\$	-
8	2018	JAN	1153	1883		\$	-
7	2017	DEC	1136	1866		\$	-
6	2017	NOV	1114	1844		\$	-
5	2017	OCT	1131	1861		\$	-
4	2017	SEP	1136	1866		\$	-
3	2017	AUG	1109	1839		\$	-
2	2017	JULY	1110	1840		\$	-
1	2017	JUNE	1110	1840		\$	-
Total Projected Revenues Before NPV						\$	169,636.02
Incremental Revenue Allowance After Applying Present Value						\$	121,706

ASSUMPTIONS:

1. Assume the City's additional 730 kW load is added October 2018 that would be reflected in November 2018 bill.
2. Based on additional load data provided by City of Billings Consultant.
3. Baseload starting kW is based on the most recent 12-month kW Peak Demand from July 2015 to June 2016
4. kW Demand rate based upon GSEDS-2 Tariff Distribution Rate of \$1.527037/kW plus ESS-1 Tariff Transmission Rate of \$3.876933 per kW Demand for a total rate of \$5.403970 per kW.

Regular City Council Meeting

Meeting Date: 10/24/2016

TITLE: Development Agreement with LDS Church

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

At the July 25, 2016 meeting, City Council annexed Certificate of Survey 3618, Tract 1, where a new LDS meeting house is proposed to be constructed. As a condition of approval of the annexation, the property owner was to enter into a development agreement with the City of Billings outlining necessary future public improvements. The property owner has submitted the attached Development Agreement, and the Council will consider whether to approve the agreement. The improvements include the construction of Trail Creek Drive, along with the water and sewer. The development agreement also outlines the developer's contribution to 54th Street West and off-site intersections.

ALTERNATIVES ANALYZED

City Council may:

- Approve the development agreement with the property owner; or
- Disapprove the development agreement. If the agreement is not approved, the responsibility for infrastructure improvements will not be clearly designated as the property owner's responsibility.

FINANCIAL IMPACT

There is no financial impact to the City with acceptance of this development agreement. If the agreement is not accepted, the City may become responsible for improvements instead of the developer.

RECOMMENDATION

Staff recommends that Council approve the development agreement with the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day-Saints (LDS).

APPROVED BY CITY ADMINISTRATOR

Attachments

Development Agreement

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

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this ____ day of _____, 2016, by and between CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY-SAINTS, A UTAH CORPORATION SOLE, 50 E. North Temple Street, 4WW, Salt Lake City, Utah, 84150 hereinafter referred to as "CHURCH," and THE CITY OF BILLINGS, MONTANA, a municipal corporation, c/o City Hall, 210 North 27th Street, Billings, Montana, 59101, hereinafter referred to as the "CITY."

WHEREAS, CHURCH is the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

Tract 1 of Certificate of Survey No. 3618, Situated in the NE1/4 of Section 31, T 01N, R 25E, P.M.M., in the City of Billings, Yellowstone County, Montana hereinafter referred to as "Church Tract".

WHEREAS, CHURCH has submitted to the City a Petition for Annexation to the City for Church Tract; and

WHEREAS, CHURCH desires to annex Church Tract to the City; and

WHEREAS, CITY has approved the Petition for Annexation by Resolution No. 16-10544 for the Church Tract contingent that a Development Agreement be executed between CITY and CHURCH to identify required off-site infrastructure improvements and guarantees of those improvements.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

1. Sanitary Sewer. The Church Tract will be served by an existing sanitary sewer main in 54th Street West. CHURCH will be responsible for

connecting to the sanitary sewer system at the time of development and shall be responsible for payment of the City wastewater system development fee at the time of connection to the sanitary sewer.

2. Water. The Church Tract will be served by an existing water main in 54th Street West. CHURCH will be responsible for connecting to the water system at the time of development and shall be responsible for payment of the City water system development fee at the time of connection to the water main.
3. Storm Drain. There is no City storm drain available in the area. The CHURCH will manage storm drainage on the site in accordance with the City of Billings Stormwater Management Manual (2015).
4. Right of Way. 54th Street West is designated as a Minor Arterial and is located within a 90-foot right-of-way adjacent to Church Tract. Adjacent to Church Tract, there is a 40-foot half right-of-way. CHURCH will be required to dedicate an additional 10 feet of right of way along 54th Street West in the future when there is a need for the additional right of way by CITY as result of a road or pathway project. CHURCH will not be compensated for the right of way dedication.
5. Street Widening. CHURCH will be required to pay for the design and construction in the future for street widening for that portion of 54th Street West adjacent to the Church Tract. CITY shall rely on the attached Waiver filed concurrently herewith, to insure the installation of these street widening improvements on 54th Street West.

Trail Creek Drive is designated as a Residential Local Access and is located within a 60-foot right-of-way adjacent to Church Tract. It is required that Trail Creek Drive be constructed with a minimum future standard width of 34-feet, back of curb to back of curb. CHURCH will enter into a private contract for the construction of Trail Creek Drive adjacent to the Church Tract, which will generally consist of 30 feet of asphalt, a 2-foot curb, roadside ditch and 5-foot sidewalk.

No other off-site street widening will be required by CHURCH.

6. Future Intersection Contributions. District will be required to make cash-in-lieu contributions toward the improvement costs associated with the future intersection improvements, as outlined in the approved Traffic Impact Study (TIS), as follows:

- a. 7.74 percent of future improvement at 54th Street West and Rimrock Road
- b. 10.32 percent of future improvement at 54th Street West and Grand Avenue

It has been assumed that the signalization of each intersection will cost \$250,000.00. CHURCH shall contribute \$44,300.00 to these intersections at the time of building permit issuance.

7. Other Public Improvements. For any other improvements not specifically listed in this Agreement, the CITY shall rely on the attached Waiver filed concurrently herewith, to insure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, street construction and paving, curb, gutter, sidewalks, driveways, storm drainage, and street lighting. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof.
8. Compliance. Nothing herein shall be deemed to exempt the Church Tract from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.
9. Runs with Land. The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.
10. Attorney's Fees. 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 this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.
11. Amendments and Modifications. Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

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

“CHURCH”

CORPORATION OF THE PRESIDING BISHOP OF THE
CHURCH OF JESUS CHRIST OF LATTER-DAY-SAINTS, A
UTAH CORPORATION SOLE

By: _____

Title: _____

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 _____, known to me to be the person who signed the foregoing instrument as _____ of CHURCH, and who acknowledged to me that said CHURCH executed the same.

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

Notary Public in and for the State of Montana

Printed name: _____

Residing at: _____

My commission expires: _____

DRAFT

This Agreement is hereby approved and accepted by City of Billings, this ____ day of _____, 20____.

“CITY”

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
 :SS
County of Yellowstone)

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

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

Approved as to Form:

City Attorney

WAIVER OF RIGHT TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, Owner of the hereinafter described real property, does hereby waive the right to protest the formation of one or more Special Improvement Districts (SID) for the construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area And other incidental improvements which the City of Billings may require.

The Waiver and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall be recorded in the office of County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

Certificate of Survey No. _____, Situated in the NE1/4 of Section 5, T 01S, R 25E, P.M.M., Yellowstone County, Montana

“CHURCH” CORPORATION OF THE PRESIDING BISHOP OF THE
CHURCH OF JESUS CHRIST OF LATTER-DAY-SAINTS, A UTAH CORPORATION
SOLE

By: _____

Title: _____

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 _____, known to me to be the person who signed the foregoing instrument as the _____ of CHURCH, and who acknowledged to me that said CHURCH executed the same.

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

Notary Public in and for the State of Montana

Printed name: _____

Residing at: _____

My commission expires: _____

DRAFT

Regular City Council Meeting

Meeting Date: 10/24/2016

TITLE: Acceptance of Street Tract within Maier Subdivision

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

Maier Subdivision, which is located near the intersection of 48th Street West and Grand Avenue, was platted in 1982 and dedicated a street tract for Grand Avenue. At the time of the subdivision plat, the County Commissioners never officially accepted the street tract. The County Commissioners have since accepted the street tract and have agreed to quitclaim the tract to the City of Billings. This tract will be essential for future widening of Grand Avenue.

ALTERNATIVES ANALYZED

City Council may:

- Accept the street tract, or;
- Do not accept the street tract. If not accepted, the portion of Grand Avenue will remain in county ownership.

FINANCIAL IMPACT

There is no financial impact to the City with acceptance of the street tract.

RECOMMENDATION

Staff recommends that the City Council accept the quitclaim deed for the street tract within Maier Subdivision.

APPROVED BY CITY ADMINISTRATOR

Attachments

Quitclaim Deed

City of Billings
Attn: City Clerk
P.O. Box 1178
Billings, Montana 59103

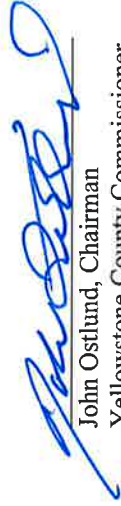
Quitclaim Deed

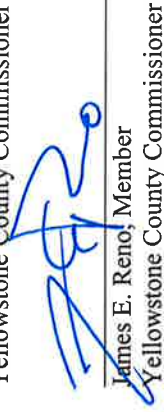
For valuable consideration, Yellowstone County, a political subdivision of the State of Montana, whose address is Post Office Box 35000, Billings, Montana 59107, through its Board of County Commissioners, conveys and quit claims to the City of Billings, a municipal corporation, whose address is Post Office Box 1178, Billings, Montana 59103, all its interest in the property described below that is located in Yellowstone County, Montana:

A tract of land known as Grand Avenue as depicted on the Plat of Maier Subdivision on file and of record with the Yellowstone County Clerk and Recorder's office, recorded on March 31, 1983 as document 1259563 (0.365 acres), see attached "Exhibit A".

The Board of County Commissioners authorized the conveyance of the property pursuant to Section 7-8-101(1) of the Montana Code Annotated (2015) at its September 27th, 2016 meeting.

Dated this 27 day of September, 2016.


John Ostlund, Chairman
Yellowstone County Commissioner


James E. Reno, Member
Yellowstone County Commissioner

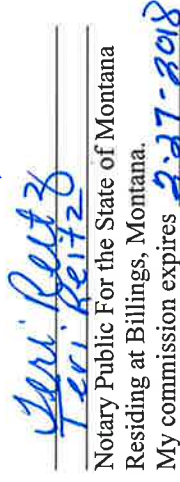

Robyn Driscoll, Member
Yellowstone County Commissioner

Attest:


Jeff Martin
Yellowstone County Clerk and Recorder

State of Montana }
 ss
County of Yellowstone }

On September 27, 2016, before me, personally appeared John Ostlund, James E. Reno and, Robyn Driscoll members of the Board of County Commissioner of Yellowstone County, and Jeff Martin, the Yellowstone County Clerk and Recorder, and acknowledged to me that they executed the attached quitclaim deed on behalf of Yellowstone County in their official capacities as Board Members and the Clerk and Recorder.


Teri Reitz
Notary Public For the State of Montana
Residing at Billings, Montana.
My commission expires 2-27-2018

(Notarial Seal)



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.

Thomas W. Hanel, Mayor, City of Billings

ATTEST:

By: _____

Denise R. Bohlman, City Clerk

State of Montana }
 ss
County of Yellowstone }

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared Thomas W. Hanel and Denise R. Bohlman known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, and acknowledged to me that they executed the foregoing instrument.

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

(Notarial Seal)

Notary Public For the State of Montana
Residing at Billings, Montana.
My commission expires _____



by: Henry A. Meyers, 2201 S
Scale: 1" = 100' October, 1982



Rel-447-102 MAR 31 1988
FILED 1040
1259562

2. The first two levels of the hierarchy of needs, "physiological" and "safety" needs, are the only ones that have been shown to be related to the level of the job. The third level, "social" needs, is related to the level of the job, but only in a weak way. The fourth level, "esteem" needs, is related to the level of the job, but only in a weak way. The fifth level, "self-actualization" needs, is related to the level of the job, but only in a weak way.

On this 2nd day of February, 1964, before me the undersigned Notary Public for the State of Missouri, personally appeared James M. Smith, whom I know to be the person whose name is subscribed to the within instrument, and I acknowledged to me that he executed the same for the purposes and consideration therein expressed.

For all $R \in \mathcal{R}$, $\mathcal{R}(\text{CFI}) \vdash \text{true}$ because we get true as a direct effect of $\text{CFI} = \text{true}$ in all states. The only case when CFI is configurable is for the above while.

[illegible]

This fact is well known as stated by the witness as found Agent, that Captain General and the United States is hereby granted a license to the use of the public forces. The park required by the United States of the United States.

The United States hereby grants a license to the public forces, as such are found and established by the United States, in payment for the public forces, and the removal of these forces, under and across the area of the United States. This fact is "Military Law" to have and hold forever.

Henry Miller, *Henry Miller*

On this 2nd day of March, 1943, before me, the undersigned a Public Notary of the State of Indiana, personally appeared Henry Walter and Lydia Walter, both of whom known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS MYSELF: I have hereunto set my hand and official seal this day and year in this certificate first above written.

Alfred L. Bishop
BILLINGS
FEB. 5, 1926

The undersigned, Allen C. Fischer and Ruth A. Fischer, husband and wife, holders of an unrecorded contract for Part 1, lot 1, which is filed in Book 1377, Page 131, between 1966-7, records of Yellowstone County, do hereby consent to the platting of the tract of land herein described pursuant to the provision of the Montana Subdivision and Platting Act, 1971, Section 76-1-627, M.C.A.

STATE OF NEW YORK
County of _____

On this 17 day of Feb., 1983, before me, the undersigned Notary Public for the State of Michigan, personally appeared Allen J. Fischer and Ruth A. Fischer, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

The undersigned, the Federal Land Bank of Spokane, a corporation; holder of a Mortgage which is filed in Book 1115, Page 110, under Document 1024570; records of Yellowstone County, Montana, in relation to the platting of the tract or tracts herein described, versus the Montana School Land and Platting Act, 1911, ch. 612, H.C.A.

The undersigned, SOCIETY BANK N.A., holder of a contract for Deed and Security Agreement which is filed in Book 1219, Page 142 under Document 1154411, records of Yellow Pine County, does hereby consent to the platting of the tract of land herein described in accordance with the provisions of the Montana Subdivision and Platting Act, 1913.

It is stated that the zoning plan conforms with the requirements of the laws of the State of Indiana and is therefore applied for filing by the Board of Survey (Employees of the Indiana Land Office).

100-443887-1000

STATE OF NEW YORK
County of _____

This plat has been approved for filing by the City-County Planning Board and conforms for the recommendations of this Board.

01-06-2010 10:00 AM

I hereby certify that the annexed plat was filed for record on my office on the day of March 1903, at 10:41 o'clock.

MAR 3 1903 SARAH H. H. H. H.

Group of Species	No.	Year	Month	Day	Time	Locality	Remarks
<i>Cyrtopogon</i>	1116	1908	July	14	10:30	San Juan, P.R.	Common

On this 11th day of January, 1980, before me, personally appeared Berna Jaruga, to me known to be an authorized agent of the corporation that executed the within instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, and on oath stated that she was authorized to execute said instrument and that the seal applied is the corporate seal of said corporation.

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


 Mark Twain
 1864

EXHIBIT A

Regular City Council Meeting

Meeting Date: 10/24/2016

TITLE: ExxonMobil donation of two personal watercrafts and trailer

PRESENTED BY: Paul Dextras, Fire Chief

Department: Fire

PROBLEM/ISSUE STATEMENT

The Billings Fire Department is one of the first agencies in this area that is dispatched to a water rescue in lakes and rivers, including the Yellowstone River. The department does not have water craft to make initial water rescues or to assist other first responder agencies. ExxonMobil would like to donate two (2) personal watercraft, or jet skis, and a trailer to the department. The estimated value is \$9,600 and per Administrative Order, any donation over \$500 requires Council approval. This equipment can also be used to assist in mitigating pollution and oil spill / chemical hazards impacting local waterways.

ALTERNATIVES ANALYZED

City Council may choose to

- accept or
- to not accept two jet skis and a trailer from ExxonMobil.

FINANCIAL IMPACT

The cost to maintain and operate this equipment is minimal and does not require additional funding.

RECOMMENDATION

Staff recommends that the City Council approve ExxonMobil's donation of two jet skis and a trailer, with an estimated fair market value of \$9,600.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 10/24/2016

TITLE: \$7,000 State Highway Traffic Safety Grant

PRESENTED BY: Rich St. John, Police Chief

Department: Police

PROBLEM/ISSUE STATEMENT

The State of Montana, State Highway Traffic Safety Division, has awarded the City a \$7,000 grant for deterrence of violations such as drinking and driving, speeding and lack or misuse of safety restraints. The grant will fund overtime for the officers involved in these traffic details. The grant begins October 1, 2016, and ends September 30, 2017. Staff requests that the City Council approve and accept this grant and authorize the Mayor to sign the Standard Agreement which is on file at the City Clerk's Office.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the Standard Agreement for traffic enforcement funding; or
- Not approve the Standard Agreement for traffic enforcement funding, which would eliminate overtime funding for specialized traffic checkpoints and details.

FINANCIAL IMPACT

There is no financial impact to the City as there is no City match required for this grant.

RECOMMENDATION

Staff recommends that the City Council approve and accept the State Highway Traffic Safety Billings Selective Traffic Enforcement Program (STEP) overtime grant in the amount of \$7,000 for the period of October 1, 2016, to September 30, 2017, and authorize the Mayor to sign the Standard Agreement.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 10/24/2016

TITLE: 2016 Internet Crimes Against Children (ICAC) Grant of \$246,797

PRESENTED BY: Rich St. John, Police Chief

Department: Police

PROBLEM/ISSUE STATEMENT

The City was notified that it is eligible for an Internet Crimes Against Children (ICAC) Grant for 2016, in the amount of \$246,797. This will be the tenth year that the City will receive the grant. This grant financially supports the Billings Police Department and twelve affiliated agencies in the education, investigation, and prosecution of online child exploitation and pornography cases. This grant is for the twelve (12) month period of July 1, 2016, through June 30, 2017 and will provide funding for the salary and benefits of the program manager, overtime for the Montana affiliate task force officers, training, equipment, and supplies. City Council is being asked to approve the grant award in the amount of \$246,797.

ALTERNATIVES ANALYZED

The City Council may:

- Accept the 2016 ICAC Grant award in the Amount of \$246,797; or
- Not accept the 2016 ICAC Grant award in the amount of \$246,797, which would result in less resources to investigate internet-based child exploitation and pornography cases.

FINANCIAL IMPACT

One officer from the Billings Police Department is assigned to the grant to investigate internet-based child exploitation and pornography cases. This position is already budgeted in the Detectives Division, however overtime and operational costs related to ongoing investigations will be reimbursed by the grant. There will be City dollars spent, but these expenditures will be reimbursed through quarterly draws.

This grant also supports twelve affiliated agencies. Expenses submitted to the Billings Police Department will be reimbursed after funds are received from the federal granting agency.

RECOMMENDATION

Staff recommends that the City Council accept the 2016 ICAC Grant award in the amount of \$246,797.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 10/24/2016

TITLE: Public Hearing and Resolution for FY17 Budget Amendments

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Montana Code allows local governments to amend their fiscal year budgets by using the same method as used for the original budget adoption: public notice, public hearing and Council adopting a resolution. The following amendments are proposed for FY 2017:

Storm Sewer Fund - Public Works is requesting the budget authority be reestablished in the FY 2017 budget for the 14th Street West Storm Sewer project. The budget authority for this project was previously approved in the FY 2016 budget; however, the project was delayed until this fall/winter to take advantage of better contractor availability. Public Works has sufficient cash in its Storm Sewer Fund for this project.

Water Fund - Public Works is requesting budget authority be reestablished in the FY 2017 budget for the Chemical Building and Clearwell #2 Re-coat projects. The Chemical Building project was approved in the previous fiscal year and has been ongoing since Spring 2016. The project is still under construction and the budget amendment is needed for work required to complete the project. This work was not able to be encumbered in the previous year due to timing issues. A budget amendment is also requested for the WTP Clearwell #2 Re-coat project. This project was approved for FY 2016. The design was completed, but the construction was not bid as the construction would have created a very tight work zone with the concurrent construction of the Chemical Building and the coordination with plant operations would have been very difficult with both projects underway simultaneously. The Water Fund has sufficient cash for both of these projects.

General Fund PRPL - Parks Department is requesting the budget authority for the workers compensation expense related to seasonal employees. There is sufficient fund balance to cover the amounts.

ALTERNATIVES ANALYZED

The Council may:

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

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the resolution approving and adopting the budget amendments for Fiscal Year 2017.

APPROVED BY CITY ADMINISTRATOR

Attachments

Exhibit A
Resolution FY17 Budget Adjustment

EXHIBIT A

<u>Revenue</u>	<u>Expenditure</u>
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8400 - Storm Sewer

Public Works is requesting the budget authority be reestablished in the FY 2017 budget for the 14th Street West Storm Sewer project. The budget authority for this project was previously approved in the FY 2016 budget; however, the project was delayed until this fall/winter to take advantage of better contractor availability. Public Works has sufficient cash in its Storm Sewer Fund for this project.

8400-31840-409310

400,000 14th Street West Storm Sewer Project

Fund 5030 - Water

Public Works is requesting budget authority be reestablished in the FY 2017 budget for the Chemical Building and Clearwell #2 Re-coat projects. The Chemical Building project was approved in the previous fiscal year and has been ongoing since Spring 2016. The project is still under construction and the budget amendment is needed for work required to complete the project. This work was not able to be encumbered in the previous year due to timing issues. A budget amendment is also requested for the WTP Clearwell #2 Re-coat project. This project was approved for FY 2016. The design was completed, but the construction was not bid as the construction would have created a very tight work zone with the concurrent construction of the Chemical Building and the coordination with plant operations would have been very difficult with both projects underway simultaneously. The Water Fund has sufficient cash for both of these projects.

5030-74910-409390

275,000 Chemical Building

5030-74910-409390

633,000 Clearwell #2 Re-coat

Fund 0100 - Parks

Parks Department is requesting the budget authority for the workers compensation and PERS expense related to seasonal employees. There is sufficient fund balance to cover the amounts.

0100-51220-401420

548 Workers Compensation

0100-51230-401420

50 Workers Compensation

0100-51240-401420

1,200 Workers Compensation

0100-51250-401420

4,900 Workers Compensation

0100-51260-401420

4,242 Workers Compensation

0100-51220-401450

250 PERS Retirement

0100-51230-401450

300 PERS Retirement

0100-51240-401450

600 PERS Retirement

0100-51250-401450

1,000 PERS Retirement

0100-51260-401450

2,600 PERS Retirement

RESOLUTION 16-_____

A RESOLUTION TO MAKE **FISCAL YEAR 2016/2017** ADJUSTMENTS TO APPROPRIATIONS PURSUANT TO M.C.A. 7-6-4006 AS AMENDED, AND PROVIDING TRANSFERS AND REVISIONS WITHIN THE GENERAL CLASS OF SALARIES AND WAGES, MAINTENANCE AND SUPPORT AND CAPITAL OUTLAY.

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

WHEREAS, based upon a Budget Review (**FY 2016/2017**), it is necessary to alter and change said appropriations.

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

That the attached transfers or revisions are hereby adopted.

(SEE EXHIBIT A)

PASSED AND APPROVED by the City Council, this 24th day of October, 2016.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Denise R. Bohlman, CITY CLERK

Regular City Council Meeting

Meeting Date: 10/24/2016

TITLE: Special Review # 949 - 331 Calhoun Lane - Parking Lot

PRESENTED BY: Wyeth Friday

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

This is a special review request to locate a public parking lot in a Residential 7,000 (R-70) zone, on Lot 2, Cowley Subdivision; a 7,500 square foot parcel of land; located at 331 Calhoun Lane. The overall redevelopment of property that necessitated this application for a special review includes Lot 1, Cowley Subdivision which is zoned Neighborhood Commercial. The proposed re-use of the buildings on Lot 1 requires additional parking.

Special Review applications are reviewed using City Code criteria referenced in the Alternatives Analyzed section of this memo. Special reviews do not require an ordinance for approval, are not zone changes on property; rather, are tied to specific uses that are allowed in a given zoning district but are subject to a review by the City prior to the use being allowed. Special Reviews, unlike zone changes, may be conditioned to mitigate possible impacts from the use on the subject property or surrounding properties.

ALTERNATIVES ANALYZED

City Council may:

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

APPLICATION DATA

OWNER: Niko B&W LLC

AGENT: Emarie Skelton - High Plains Architects

LEGAL DESCRIPTION: Lot 2, Cowley Subdivision

ADDRESS: 331 Calhoun Lane

CURRENT ZONING: R- 70

EXISTING LAND USE: Vacant

PROPOSED USE: Parking Lot

SIZE OF PARCEL: 7,500

The Planning Division reviewed this application and recommends conditional approval. The Zoning Commission concurs. 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 2016 Growth Policy, and 3) the application is compatible with surrounding land uses and is otherwise screened and separated from adjacent land to minimize adverse impacts.

This application conforms to the first criteria because the zoning regulations adopted by the City Council have designated all residential zoning districts may have a parking lot on them as long as they go through the special review process. There are requirements for landscaping and screening from residential uses within the zoning regulations.

The application meets criteria from the second requirement as it is consistent with some of the objectives of the 2016 Growth Policy:

Essential Investments: Infill development and development near existing City infrastructure may be the most cost effective.

The proposed special review will promote redevelopment of existing buildings that have fallen into disrepair with overgrowth of vegetation on the edge of a residential neighborhood where there are already City services and infrastructure. This will provide an additional service to those residents within the neighborhood.

Strong Neighborhoods and Essential Investments: Neighborhoods that are safe and attractive and provide essential services are much desired.

The proposed special review will clean up an eyesore in an established neighborhood and reuse existing buildings. By cleaning the lots and redeveloping the existing buildings it will promote more activity in them, be more attractive, be safer and provide essential services to an established neighborhood.

Prosperity: A diversity of available jobs can ensure a strong Billings' economy. Successful businesses that provide local jobs benefit the community.

The proposed special review will support a new business, provide employment opportunities at this location, and benefit the community with needed local services.

The application also meets the third criteria in that it is compatible with surrounding land uses in the area. This site is in a transitional area of Billings, with residential, community service type businesses and commercial uses next to each other. The development of this parcel into a parking lot would continue that mix and take a parcel that has historically been overgrown with vegetation and clean it up in this neighborhood. There are minimal impacts from the proposed location of the parking lot that need to be mitigated. The conditions recommended with the special review should mitigate impacts on the site and the surrounding properties.

RECOMMENDATION

The Zoning Commission is forwarding a recommendation of Conditional Approval.

1. The special review approval is for the construction of a parking lot located at 331 Calhoun Lane on Lot 2, Cowley Subdivision, a 7,500 square foot parcel of land.
2. Increases in the number of parking spaces greater than 10% of the numbers shown on the site plan will require additional special review approval.
3. The site will be developed in conformance with all applicable zoning and site development regulations.
4. No construction can take place before 7 am or after 8 pm.
5. 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.

6. 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.

FINANCIAL IMPACT

If the special review is approved, the property will develop and be assessed at a higher market rate. This will raise the City's tax base.

BACKGROUND

This is a special review request to construct a parking lot on a vacant lot that is zoned Residential 7000, generally located on the northeast corner of Calhoun Lane and Vaughn Lane. This parcel has been vacant for many years and has not been developed into housing as have properties to the east and south. North of this property and west, there are large open fields with a minimum of development on them. Farther north is a mix of commercial and residential development. Directly to the west, commercial uses have developed. On the southeast corner of Calhoun Lane and Vaughn Lane is a commercially zoned lot with an active commercial business. Calhoun Lane was recently rebuilt to have sidewalks, curb and gutter on both sides of the street. This improvement to the neighborhood will improve the drainage and access in the area as well as improve the overall appearance of the area.

The applicant is proposing to redevelop the buildings that are existing on Lot 1, directly on the northeast corner of Calhoun Lane and Vaughn Lane. The redevelopment of the existing buildings will be a positive improvement to the surrounding neighborhood. It will clean an area that has been overgrown with vegetation for several years with the buildings also being left to deteriorate. Lot 2 directly east has not been developed and is zoned Residential 7000. This lot in recent years has been overgrown with vegetation. In an effort to re-develop the existing buildings, the developer will need to be able to have some off street parking to meet the requirements of site development.

In the letter submitted by the applicant, they reference the new City of Billings Growth Policy where it refers to housing and business options within neighborhoods to promote live-work environments, safety, and neighborhood character. The proposed use for two of the structures is for a day care facility. This would provide the area with a service within an established neighborhood.

There have been other parking lots that have gone through special review in the City to allow them on land that is zoned residential. A few examples of other properties with parking on residentially zoned land include, 819 Grand Avenue, Off The Leaf, Residential 6000; 1045 Grand Avenue, Dairy Queen, Residential Multi-Family Restricted; 1403 Grand Avenue, Stockman Bank, Residential 6000; 2032 Grand Avenue, Dana Motors, Residential 6000; 4635 Simpson Street, Resource, Support and Development Inc., Residential 7000. There are also many Church buildings with parking lots on residentially zoned property.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on October 4, 2016, and received the staff recommendation and testimony from the property owner, Dan Brocklebank. No other testimony was received. On a motion by Board Member Dennis Ulvestad, seconded by Board Member Mike Boyett, the Zoning Commission is forwarding a recommendation of approval and adoption of the findings of the 3 criteria for Special Review 949, on a 4 to 0 vote.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

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

RECOMMENDATION

The Zoning Commission is recommending conditional approval and adoption of the findings of the 3 review criteria for Special Review 949 on a 4-0 vote.

APPROVED BY CITY ADMINISTRATOR

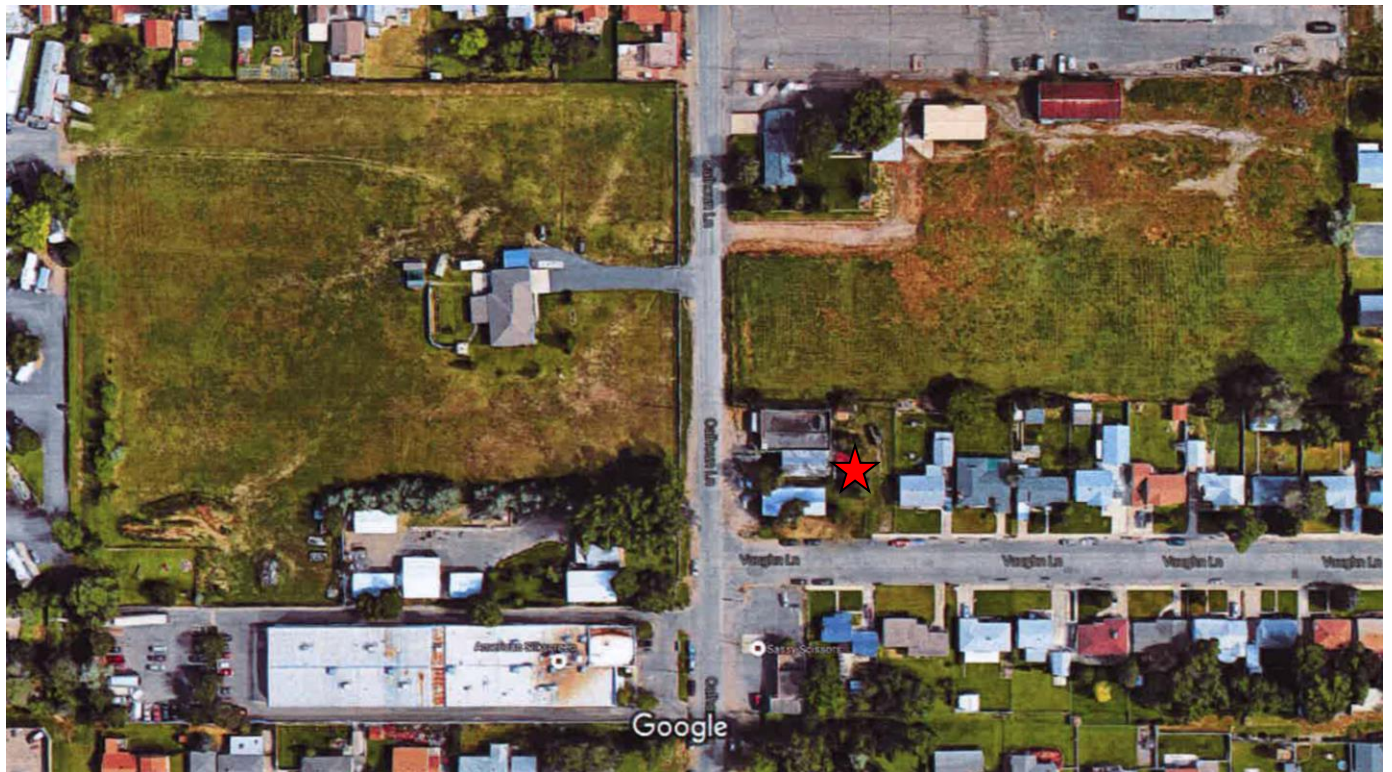
Attachments

Zoning Map and Site Photos
Site Plan and Applicant Letter

Surrounding Zoning



Site Photos



Subject Property ★

Site Photos



Subject property from Calhoun Lane looking east



Looking north across existing buildings



Looking south from subject property across Vaughn Lane to existing business



Looking south west across Calhoun Lane to Alsco



Looking west from subject property across Calhoun Lane



Looking north of subject property



Picture of center building to be re-developed

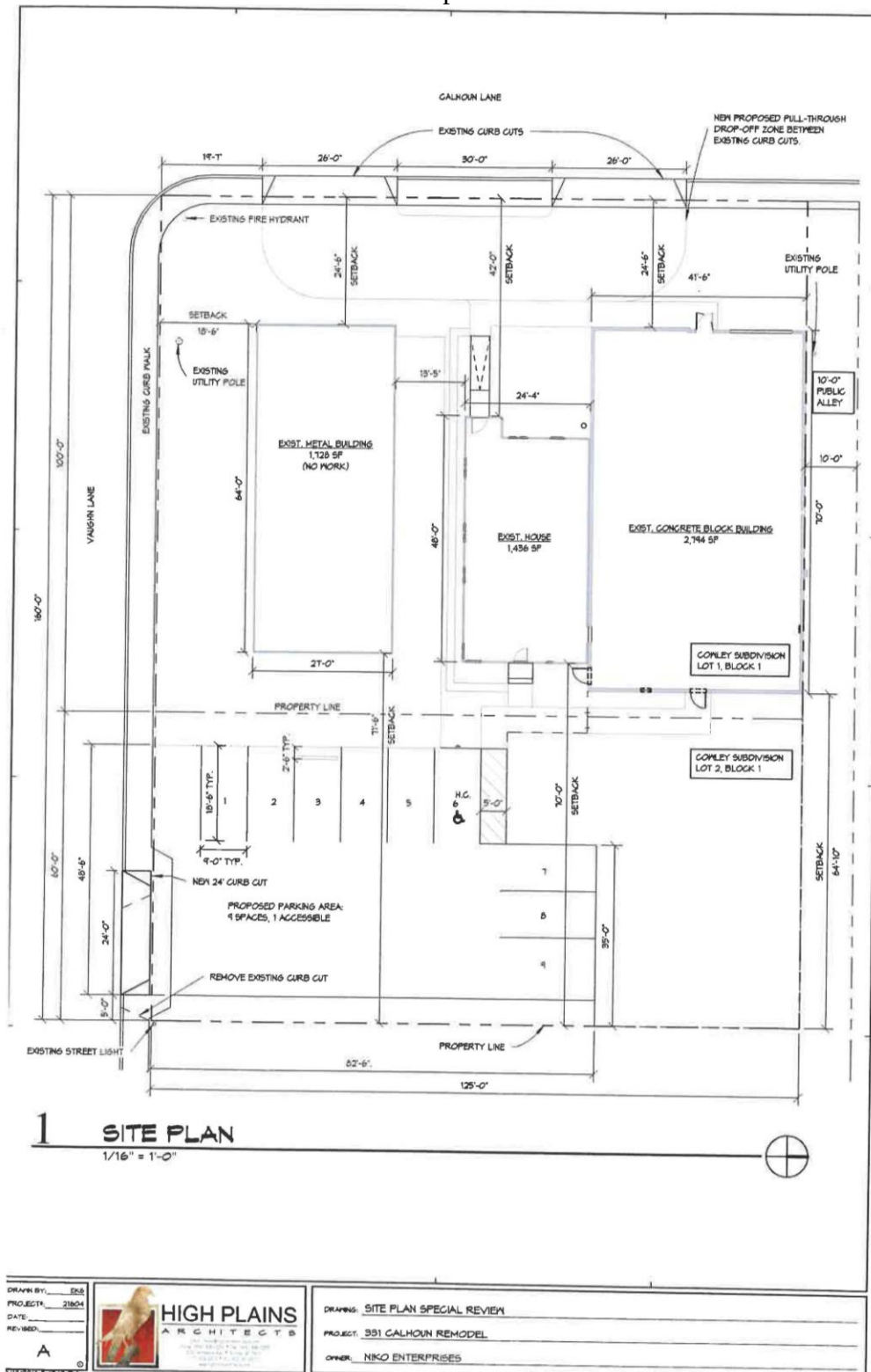


Subject property, Lot 2 behind existing buildings, proposed parking lot location



Looking east next from subject property along Vaughn Lane

Site plan



Applicant Letter



HIGH PLAINS
ARCHITECTS



331 CALHOUN PROPOSED SITE

Legal Description: Cowley Subdivision, S09, T01 S, R26 E, Lot 1
SPECIAL REVIEW APPLICATION

Project Contacts:

Emarie Skelton, AIT, High Plains Architects: 384-0144, eskelton@highplainsarchitects.com
Ed Gulick, Architect, High Plains Architects: 896-0250, egulick@highplainsarchitects.com
Rinney Fujiwara, Owner, Niko Enterprises: 850-2941, nikobillings@gmail.com

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

The Adopted Growth policy prioritizes housing and business options within neighborhoods to promote live-work environments, safety, and neighborhood character. Adaptive reuse of vacant structures is also specifically prioritized. The proposed parking lot will provide the off-street parking required to revitalize two vacant structures on the neighboring, corner lot as a day care center. Safer streets and convenient services will be provided by transforming these lots at the edge of the Cowley Subdivision into a viable small commercial property.

1B. Why is there a need for the intended use of the property at this location?

Cowley Subdivision Block 1, Lot 1 and Lot 2 are owned by the same developer. While Lot 2 is empty, Lot 1 has three existing structures, all of which will be reused for business uses approved within its Neighborhood Commercial zoning status. With three existing buildings on the property, however, there is not enough space for the required off-street parking for these businesses on Lot 1. Providing off-street parking by creating a parking lot on Lot 2 will attract stable businesses to the available buildings on Lot 1 and keep the Vaughn and Calhoun Lane intersection safe by reducing on-street parking at the corner lot.

1C. How will the public interest be served if this application is approved?

The vacant properties at the end of Vaughn Lane in the Cowley subdivision have been an underutilized blight for years (See Site Photos, Brush Removal and Residence Before). Redeveloping both Lot 1 and Lot 2 to accommodate a day care center will erase the blight and introduce a convenient service for working parents to the neighborhood. A parking lot for the business away from Calhoun Lane is particularly important to maintain road safety and promote use of the bike lane that the city recently provided when Calhoun was updated. Redevelopment of Lot 2 will also contribute to the positive image of the community by replacing an uncared-for vacant lot with a well-maintained amenity. See Site Photos, Residence After, for an illustration of the owner's commitment to revitalize the property.

1D. Prepare a written statement addressing what is intended to be done with the property, including new construction or change of use of the property, and why the special review is being sought.

The existing property, Block 1, Lot 1 of the Cowley Subdivision is a 0.3 acre lot zoned Neighborhood Commercial. The redevelopment of all three existing buildings on Lot 1 falls within the allowable uses



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for that zoning district. However, Lot 2, which is a portion of the same property, is a 0.15 acre lot zoned R-7,000, and therefore requires a Special Review for the proposed parking lot.

No new construction, other than the parking lot, is proposed for either lot. Permitting is being sought for a change of use for two of the three existing buildings remaining on Lot 1. Change of use for these two buildings to accommodate a daycare, and/or any one of several other allowable uses under Neighborhood Commercial zoning will require off-street parking. Given the owner's intent to redevelop all three buildings on Lot 1, there is not sufficient space remaining on the lot to accommodate the required off-street parking, which is why this special review is sought for Lot 2.

The existing buildings on Lot 1 will not be expanded or change in elevation other than cosmetic updates. Some site work, such as a fenced play yard for the daycare and accessible sidewalks to entries, is planned for Lot 1 and is noted on the attached site plan. A drive-through drop-off loop between existing curb cuts on Calhoun is also proposed. Attached photos of existing conditions show that this area is already fully paved and will actually benefit from proper grading and curbing. Due to the pending change of use and the extent of paving for the proposed new parking area, a Comprehensive Drainage Plan for both lots will be prepared by a licensed civil engineer as required by the City of Billings Stormwater Manual.

A parking lot for 9 vehicles is planned for Lot 2, based on 8 parking stalls plus one staff spot. One of the proposed stalls will be accessible. Should the buildings on Lot 1 undergo change of use again in the future, room has been left on Lot 2 to accommodate parking lot expansion.

The landscaping is to be filled in once parking lot construction is finished. Portions of the site that are not paved will be lawn, with owner-selected, low-maintenance plantings in noted areas.

Please see attached Site Plan and Photographs for additional information on the proposed project.



HIGH PLAINS
ARCHITECTS

SPECIAL REVIEW APPLICATION
331 CALHOUN
BILLINGS, MONTANA
AUGUST 2016



SITE PHOTOGRAPHS



BRUSH REMOVAL FROM LOT 1



RESIDENCE BEFORE



RESIDENCE AFTER

Regular City Council Meeting

Meeting Date: 10/24/2016

TITLE: Zone Change 949 - Public Hearing and 1st reading

PRESENTED BY: Nicole Cromwell

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

This is a zone change request from Residential 6,000-Restricted (R-60-R) and Residential 9,600 (R-96) to Residential 5,000 (R-50) on Lots 1, 2, 3 and 4, Block 18, Lots 3 and 4, Block 19, and Lot 11, Block 16 of Lake Hills Subdivision, 15th Filing; and Lots 4 and 5, Block 5 of Lake Hills Subdivision, 33rd Filing, a total area of 3.52 acres of land. A pre-application neighborhood meeting was held at the subject property on August 10, 2016. The lots are currently vacant. The Zoning Commission conducted a public hearing on October 4, 2016, and is forwarding a recommendation of approval except for Lot 11, Block 16 Lake Hills Subdivision, 15th Filing, on a 4-0 vote.

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

ALTERNATIVES ANALYZED

City Council may:

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

The Planning staff recommended approval to the Zoning Commission based on the proposed findings of the 10 criteria. The Zoning Commission concurred with the recommendation except for the lot on the southeast corner of the intersection of Gleneagles Boulevard and Cherry Hills Road. The Zoning Commission determined this lot, currently zoned R-96, should remain R-96 since all the remaining lots to the east and south within 1/4 mile of the intersection were also zoned R-96. The Zoning Commission determined the proposed R-50 for this single lot would be out of character for this section of Lake Hills Subdivision. The applicant submitted a request to withdraw this lot from zone change application the day following the Zoning Commission hearing. For the remaining 8 lots in the zone change, the Zoning Commission found the proposed zoning will meet the intent of the City's Infill Policy by developing vacant lots within the City where infrastructure is close by and the land is already annexed. The proposed zoning meets several of the growth guidelines adopted in the 2016 City of Billings Growth Policy,

including allowing a variety of housing choices, extension of infrastructure adjacent to existing infrastructure, an infill development that will be cost effective, and ensuring a connected, walkable street network. The proposed zoning will not be detrimental to the surrounding development either planned or existing, and it will not measurably increase the planned traffic for the surrounding street network.

Prior to making a decision on the requested zone change, the City Council shall consider the following:

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

The proposed zone change with the exception of Lot 11, Block 16 of Lake Hills Subdivision, 15th Filing, is consistent with the following guidelines of the 2016 Growth Policy:

- Home Base: A mix of housing types that meet the needs of a diverse population is important.

The proposed zoning would allow this developer to offer a new housing choice in this neighborhood. This will ensure those with mobility concerns have housing choices in the neighborhood since the units are proposed as single level.

- Strong Neighborhoods: Implementation of the Infill Policy to encourage development of underutilized properties.

The proposed zoning will allow the developer to fully utilize these parcel and support the cost of extending infrastructure to these parcels.

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

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

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

Public health and public safety will be promoted by the proposed zoning. The existing parcels are vacant and new infrastructure for roads, utilities, sidewalks and utilities will need to be installed prior to building the proposed townhomes. The proposed zoning would allow the developer to market these housing units to a broad range of buyers including older residents, and those who need or desire a single level living space. The slight increase in density will help support the needed infrastructure for this development.

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

Transportation: The proposed zoning will have little impact on the surrounding transportation systems.

Water and Sewer: The City will provide sewer to the property. The water service will be through Billings Heights Water District. There will be no additional impacts to the system from the proposed zoning.

Schools and Parks: Schools and parks should not be significantly affected by the proposed zone change.

Fire and Police: The subject property is served by city public safety services. The Police and Fire

Departments had no concerns with the zone change.

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

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

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

The new zoning will have no effect on vehicle and pedestrian traffic. The City Engineering Division will determine the required street, utility and sidewalk improvements required for the development of these lots. The costs of these improvements will be the responsibility of the developer.

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

The new zoning does promote compatibility with urban growth. The proposed zoning will allow a greater variety of housing choices in this growing area of Billings Heights.

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

The proposed zoning does consider the character of the district and the suitability of the property for the proposed use. Townhomes are compatible with the existing homes in the area.

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

The property is currently un-developed. The value of existing buildings should not be affected by the proposed zoning and townhome development.

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

The proposed zoning will allow a new housing choice in this part of the Lake Hills Subdivision. This is an appropriate location for the zoning to allow additional density on a principal arterial street.

FINANCIAL IMPACT

If the zone change is approved and the lots are developed the City's tax base will increase. City fees will be adjusted to the new zoning when the lots are developed.

BACKGROUND

In 2011, these lots along with others owned by Ron Hill, were the subject of Zone Change 875. The lots north of the intersection with Cherry Hills Drive were zoned Community Commercial (CC) and the lot on the southeast corner was zoned RMF. The zone change placed all of the lots north of Cherry Hills Drive in the R-60-R zoning district and the single lot south of the intersection in the R-96 zone.

In 2005 and 2007, two similar subdivisions applied for zone changes to the R-50 zoning district to allow a wider choice of housing types. In 2005, the Twin Oaks subdivision received a zone change from R-70 to R-50. This subdivision is in the Billings Heights south of the Lake Hills Subdivision. In 2007, the Grand Peaks Subdivision on Billings west end requested R-50 for the east half on the subdivision north of Grand Avenue. This subdivision has a mixture of townhomes as either single family homes, two-family

or multi-family dwellings. The development also offers single family dwellings on separate lots.

The applicant is requesting a zone change to facilitate the development of townhomes - attached and detached - on lots in the Lake Hills Subdivision. The current zoning of R-60-R and R-96 only allows detached dwellings on larger lots than the proposed zoning. The proposed zoning allows 1 detached dwelling on a lot of 5,000 square feet or 2 attached or detached dwellings on a lot of 8,000 square feet. If the lots are aggregated on each side of Gleneagles Blvd, additional townhome units could be developed by sharing the common area between the structures. The proposed zoning allows a 40% lot coverage, so single level dwellings can be constructed without sacrificing living area. The applicant intends to market these new units to those buyers desiring single level living space.

These lots have been platted since the original Lake Hills Subdivision in 1957, but have not yet been developed. Infrastructure is slowly extending to the north and west of the golf course. The original intent of these lots was to create another commercial node similar to the developed area south and west of the golf course at West Wicks Lane and Gleneagles Blvd. The size of the commercial area and the lots platted, does not lend itself to a Community Commercial development. In addition, the CC zone allows some uses by special review that may not be desirable in the area. In 2011, the owner changed the zoning from CC and RMF to R-60-R and R-96, due to changing market demand. The new owner desires a slightly higher density. The current zoning would allow up to 7 units per acre and the proposed zoning would allow up to 10 units per acre. The surrounding zoning is mixed and includes R-96, R-70-R, R-60-R, RMF and CC zones. The proposed zoning is compatible with this area and the surrounding zoning and development.

There is very little traffic in the area since it is under development at this time. As street connections are made and homes constructed, traffic will increase on adjacent collector and arterial streets. Gleneagles Blvd is a designated principal arterial street and Annandale Road is a minor arterial street. Lake Hills Drive is also a collector street. No regular traffic counts have been established in this area north of Wicks Lane. The traffic on Wicks Lane at the intersection with Gleneagles Blvd. was last measured at about 7,300 vehicle trips per day. Traffic counts are taken when public schools are not in session so results are not skewed. Wicks Lane is a principal arterial street and this is not an unexpected traffic volume. Principal arterials normally handle this volume of traffic. The proposed zoning should not have a measurable effect on expected traffic volumes on Gleneagles Blvd. or any of the adjoining streets.

The applicant conducted a pre-application meeting and 2 persons attended and provided comment. The original proposal was to change the zoning to R-60. After the neighborhood meeting, the applicant proposed the zoning of R-50 in response to comment from the attendees. The Planning Division received a letter of comment on October 4, 2016, from Ron Hill, the former owner of these lots. He voiced objection to the zone change only for the lot south of Cherry Hills Drive currently zoned R-96. He stated he would remove his objection if the owner agreed to change the zoning or deed restrict the lot directly west across Gleneagles Boulevard that is currently zoned RMF, but was not included in the proposed zone change. The applicant owns this lot as well.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on October 4, 2016, and received the staff recommendation, testimony from the applicant Trent Parks, the letter from Ron Hill objecting to the zone change for Lot 11, Block 16, testimony from a property owner adjacent to Lot 11, Block 16, Tom Craighill, and from Mike Craighill of 2118 Lake Hills Drive. Ron Hill could not attend the hearing, but sent in his letter of comment.

Trent Parks testified in favor of his application. He stated he purchased the lots from Ron Hill over the summer and had been in recent discussions with Mr. Hill regarding the single lot still zoned RMF on the west side of Gleneagles Boulevard. He stated he did not include this lot in the zone change since he was uncertain of his development plans at the time. He stated Mr. Hill was correct in his letter of comment concerning their recent discussions. Trent Parks stated he would likely submit a future zone change for this lot to change the zoning from RMF to a lower zone such as R-50.

Tom Craighill testified he purchased Lot 13A adjacent to Lot 11 in Block 16 in March of 2016 and the home under construction is slated to be completed in November. Tom Craighill stated he purchased the lot because all the surrounding lots were zoned and planned for single family homes. He objected to the possible location of a duplex dwelling on Lot 11. He believes this would de-value the marketability of the surrounding single family dwellings and would be out of character for this part of Lake Hills Subdivision.

Mike Craighill of 2118 Lake Hills Drive testified in opposition to the zone change in particular for Lot 11, Block 16. He stated he thought this zoning would be out of character for the area and different from the remaining lots south and east of this single lot on the corner. He stated Mr. Parks intent of pricing each unit of the proposed townhomes between \$225,000 to \$250,000 would be less than most of the single family homes market value in the area. He stated the market value of homes in this area runs from \$300,000 to \$400,000 so he believes these units would have a negative effect on these homes.

Commission member Mike Boyett made a motion to recommend approval and adoption of the findings of the 10 criteria for Zone Change 949. The motion was seconded by Dennis Ulvestad. The Commission members discussed the suitability of the zone change for Lot 11, Block 16. Commission Chairman Dan Wagner stated he thought the zone change for this parcel was out of character and would not fit with the adjoining development. Commission member Mike Boyett made a motion to amend the main motion to exclude Lot 11, Block 16, Lake Hills Subdivision 15th filing from the recommendation to approve the zone change. The motion was seconded by Commission member James Mariska. The Commission voted 3-1 in favor of the motion to amend the main motion. The Commission voted 4-0 on the amended main motion to recommend approval except for Lot 11, Block 16 Lake Hills Subdivision 15th filing.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

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

RECOMMENDATION

The Zoning Commission recommends approval except for Lot 11, Block 16, Lake Hills Subdivision 15th Filing, and adoption of the findings of the 10 criteria on a 4 to 0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Zoning Map and Site photos

Pre application meeting and applicant information

Additional photos

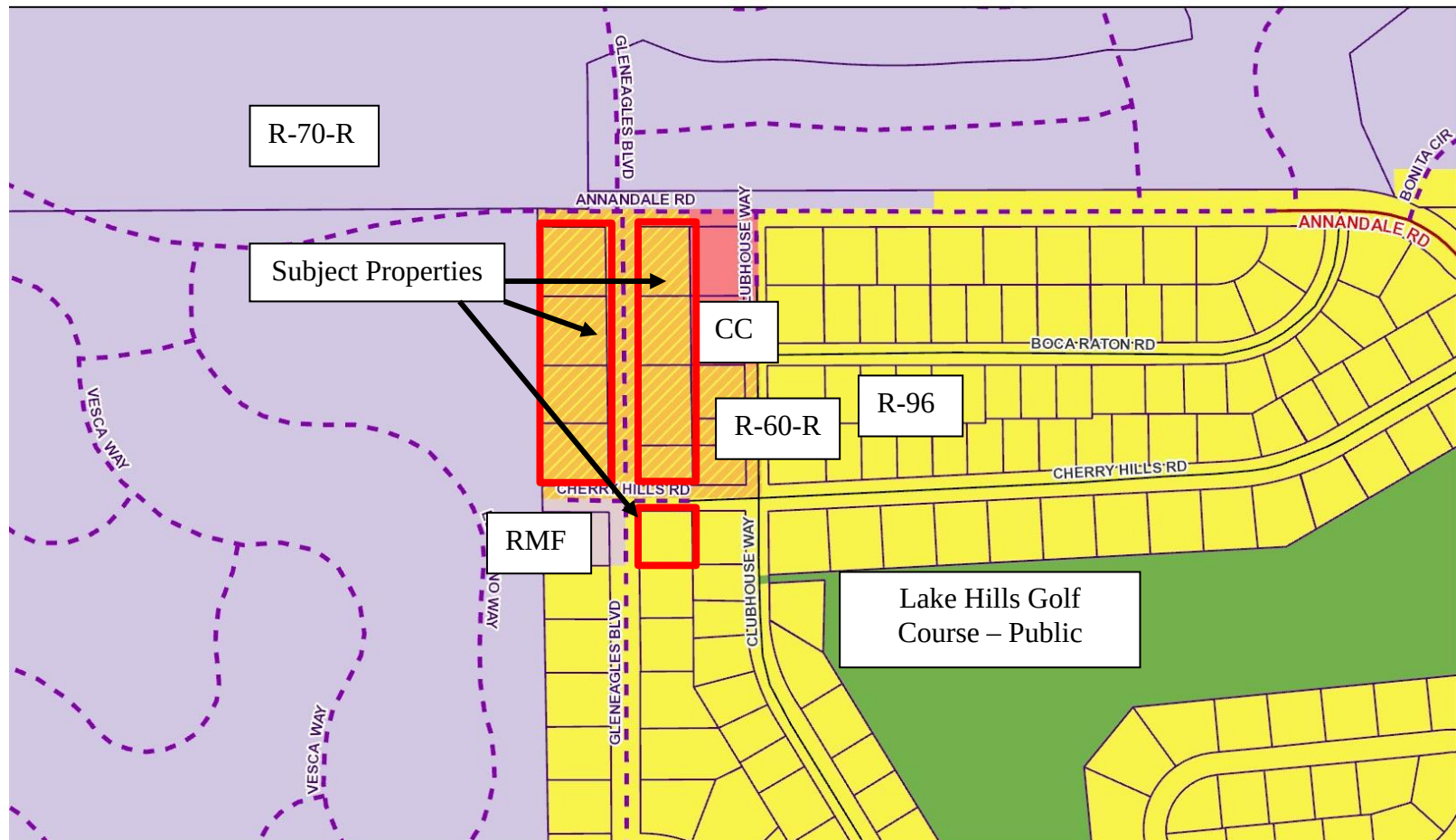
Ron Hill's letter of comment

Request by applicant to withdraw Lot 11 Block 16

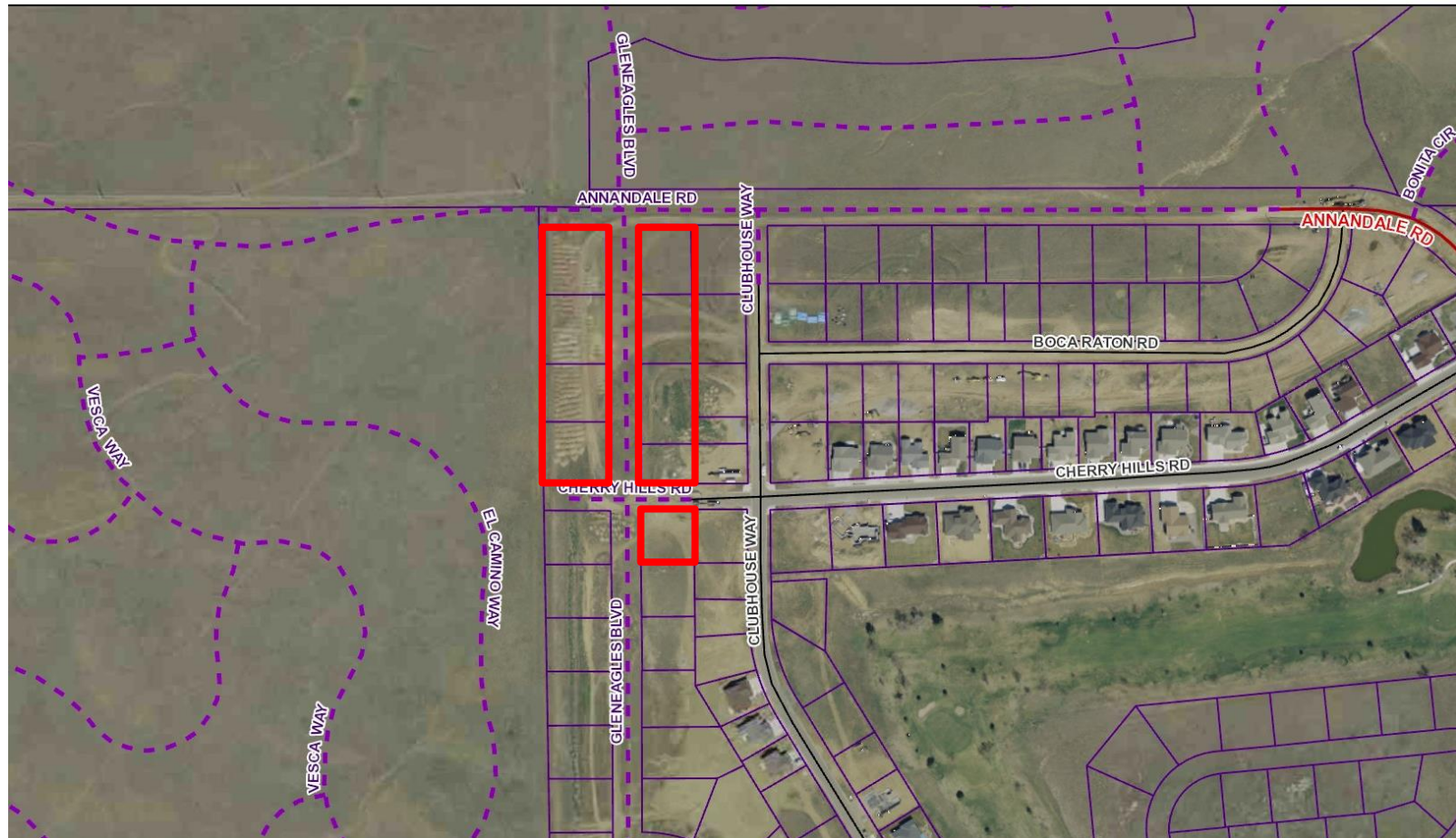
Ordinance

Surrounding Zoning
Zone Change #949 – 2300 block Gleneagles Blvd

Zone Change 949



Zone Change 949



Subject Properties



Subject Property



View west across deadend of Clubhouse Way



View south at intersection of Clubhouse Way & Cherry Hills Drive



View south east to Cherry Hills Drive

Applicant letter and pre-application meeting notes Zone Change #949 – 2300 block Gleneagles Blvd

Answer the following questions:

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

The 2008 Growth Policy encourages the support of in-fill development and development of existing platted lots in subdivisions. The lots proposed are in-fill lots that have been platted since 1957. The Growth Policy also asks for housing that is fit for the elderly and special needs. 11 lots are designed to be single level housing that would be a good solution for each demographic. On page 38 of the Heights adopted growth plan is a map showcasing the zoning areas. The majority of Lake Hills was originally going to be R-6000 zoning. Most of this has been eliminated and has created a need for townhome housing. I have been a proud member of the Heights since 1992 and look forward to improving this area of Billings.

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

The need for the intended zone change is going to be the construction of high end town homes to create housing consistent with the neighborhood. Each lot will consist of two townhomes. An example of the goal of this project are the townhomes that exist at the beginning of Gleneagles Boulevard. Under the existing zoning, it only allows for one dwelling per lot.

These homes will be sold individually and will have high end finishes consistent with the neighborhood. Directly south of the applied zone change is a residential multi-family restricted lot. To the east, are two large community commercial lots that are 18,600 square feet and 18,620 square feet. These community commercial lots will share a rear lot line with the lots we are purposing to rezone. Up until 2011 all of these lots were planned for and zoned community commercial. To the north and west is open field that is currently not platted. Nearby to the south, there is a large chunk of Residential Multi Family. The new zoning would be a lower use than these existing nearby lots. They would also be a lower use than the neighboring RMF lot and community commercial lots.

Meeting Notice

1. 8-10-16, 5:30 PM, located at the corner of Clubhouse Way and Cherry Hills Road.
2. Legal Description – A22235, A22236, A22237, A22238, A22239, A22240, A22241, A22242, A22191



3. Trent Parks
1001 North 22nd, Billings, MT 59105
- Matt Stewart
5234 Golden Hollow Road, Billings, MT 59101

4. The zone change consists of two parcels that are 69,561 square feet and 69,547 square feet. And one parcel that is 14,400 square feet. The zone change would change the current zoning from R6000-R to R5000. The need for the intended zone change is going to be the construction of high end town homes to create housing consistent with the neighborhood. Each lot will consist of two townhomes. An example of the goal of this project are the townhomes that exist at the beginning of Gleneagles Boulevard.



Neighborhood Meeting Notes

Date 8/10/16

Time 5:30 PM

Attendee List	Phone	Email
Trenton Parks <i>Paul Park</i>	406.208.4146	Parkst@gmail.com
Jesson Little <i>Jesson Little</i>	406-670-7314	HeipLts@aol.com
Brendon Hill <i>Brendon Hill</i>	406-860-1769	brendonhill@gmail.com

Meeting Notes

There were some concerns about R-6000 zoning and the number of units that could be constructed. The layout of duplex town homes with a maximum of two homes per lot was well received and supported by all attendees. Ron^{Hill} who did not attend, did mention this type of housing worked great on the other end of Gleneagles Blvd. Based on this information we have requested R-5000 zoning to better serve the community and city.

Zone Change 949 – 2300 block Gleneagles Blvd
Additional photos

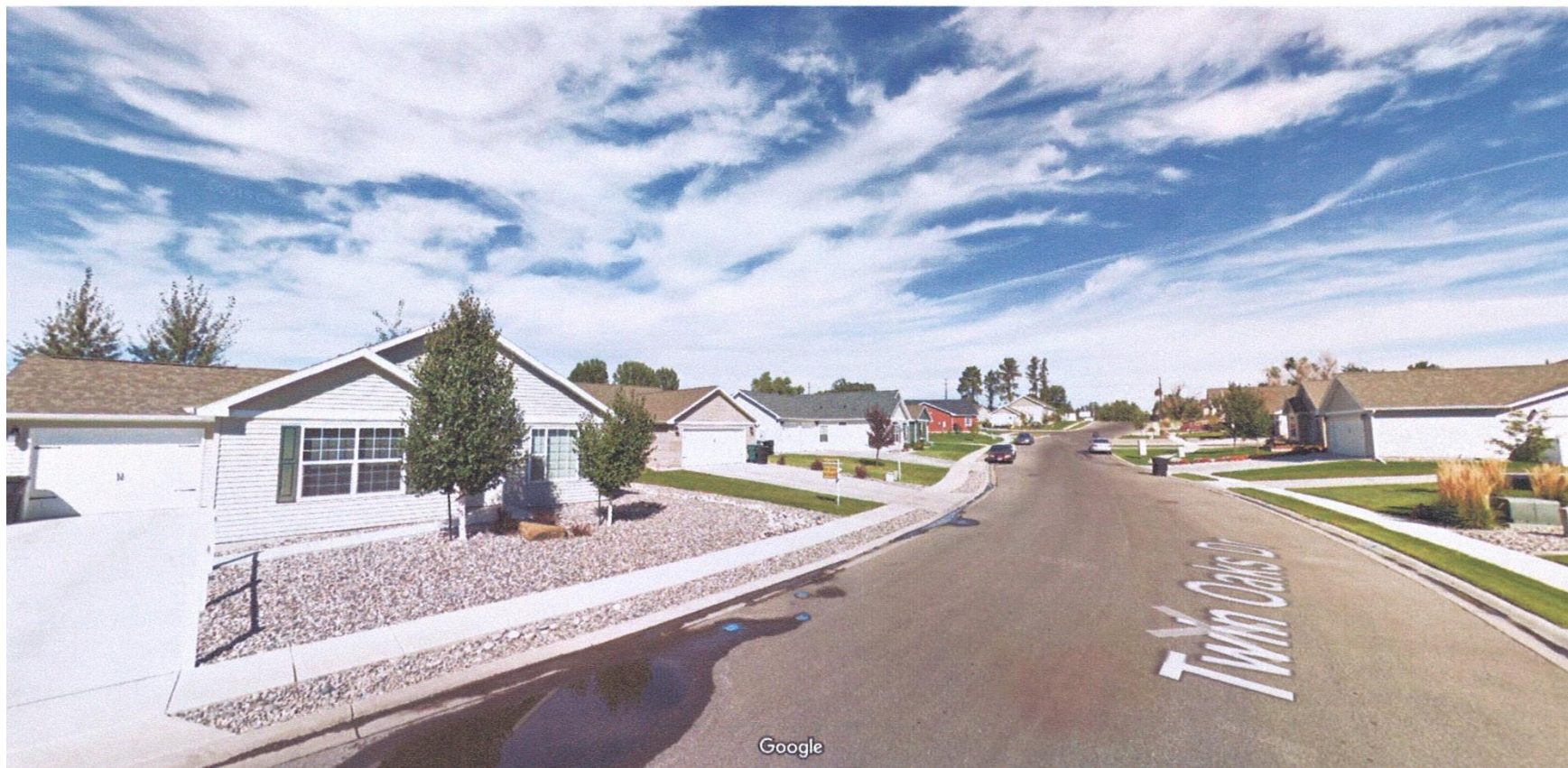
Google Maps Annandale Rd



Most recent aerial photo – Google Maps



Townhomes in Grand Peaks Subdivision – R-50 zoning



Twin Oaks Subdivision – R-50 zoning

October 4, 2016

To: City Zoning Commission c/o Nicole Cromwell

From: Ron Hill, owner of 6 adjacent lots

Re: Partial objection to be read at 10/04/2016 4:30 pm meeting

To All,

The following has been discussed starting 2 weeks ago via email and direct conversation with owner, Trent Parks.

I object to Lot 11 Block 16, the only R9600 lot, being changed to R50. I did not want this from the beginning when neighborhood meeting was held addressing R60. That meeting notice did not address R50 that is increasing density from existing zoning.

The zoning application dated 8/12/16 wrongly states, "Up until 2011 all of these lots were planned for and zoned community commercial". Lot 11 Block 16 has been R9600 for several decades and never community commercial.

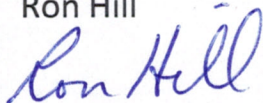
The zoning application also states, "The majority of Lake Hills was originally going to be R-6000 zoning". That is NOT true and owner recognized he misunderstood information on page 38 of Heights Growth plan. I asked that he correct that for the record.

The owner offered a new nearby lot downsize to the bargaining table that did not make it on the zone change request. Lot 16 Block 17 is a lone RMF zoned lot that allows much higher density than all nearby lots. Owner and I agreed he would down-zone the RMF lot to R50 and I would then not object to Lot 11 Block 16 being up-zoned, creating a better balance.

When there is a deed restriction or quit claim deed filed with Clerk and Recorder to down-zone Lot 16 Block 17 to R50, I will lift my objection to Lot 11 Block 16 being up-zoned to R50.

Thank you for your time today,

Ron Hill



To whom it may concern,

We would like to remove tax ID: A22191, Lot 11 Block 16 from the zone change request 949.

Below is its full legal from the county property tax website.

Property Address: LAKE HILLS DR

Township: 01 N Range: 26 E Section: 16

Subdivision: LAKE HILLS SUBD 15TH FILING Block: 16 Lot: 11

Full Legal: LAKE HILLS SUBD 15TH FILING, S16, T01 N, R26 E, BLOCK 16, Lot 11

GeoCode: 03-1033-16-2-09-11-0000

Thanks,

Trent Parks

A handwritten signature in dark ink, appearing to read 'Trent Parks', written in a cursive style.

ORDINANCE NO. 16-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR Lots 1 thru 4, Block 18; Lots 3 & 4, Block 19 of Lake Hills Subdivision, 15th Filing; Lots 4 & 5, Block 5 Lake Hills Subdivision 33rd Filing, a 3.19 acre parcel of land, generally located on Gleneagles Boulevard

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

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC*, provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

2. DESCRIPTION That Lots 1 thru 4, Block 18; Lots 3 & 4, Block 19 of Lake Hills Subdivision, 15th Filing; Lots 4 & 5, Block 5 Lake Hills Subdivision 33rd Filing, a 3.19 acre parcel of land, generally located on Gleneagles Boulevard is presently zoned **Residential 6,000-Restricted (R-60-R)** and is shown on the official zoning maps within these zones.

3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcels** is hereby changed from **Residential 6,000-Restricted (R-60-R) to Residential 5,000 (R-50)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Residential 5,000 (R-50)** as set out in the Billings, Montana City Code.

4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading October 24, 2016

PASSED, ADOPTED AND APPROVED on second reading November 14, 2016.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: Denise Bohlman, City Clerk
Zone Change 949 – Gleneagles Blvd

Regular City Council Meeting

Meeting Date: 10/24/2016

TITLE: Tax Increment Financing Grant up to \$350,000 for St. Vincent DePaul Building Improvements

PRESENTED BY: Bruce McCandless, Assistant City Administrator

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The Downtown Billings Partnership (DBP) Board recommends that the City Council approve a grant of up to \$350,000 for the Society of St. Vincent DePaul (St. V). The grant will reimburse St. V for interior construction and equipment in a building that will replace the current charity office, located at 2610 Minnesota Avenue. The grant would come from tax increment funds (TIF) collected in the Expanded N. 27th Street Urban Renewal Area.

ALTERNATIVES ANALYZED

City Council may:

- Approve the recommendation and grant up to \$350,000 of tax increment; or,
- Approve a smaller grant; or
- Not approve the grant request. Testimony at the October 3 work session indicated that St. V may purchase the building even without the TIF assistance, but programming will be more limited.

FINANCIAL IMPACT

The FY 2017 Expanded N. 27th Street Urban Renewal Area budget is \$3,147,210. Subtracting the commitments that have been made to other projects should leave approximately \$4,210,761 of cash in the fund at the end of FY 2017 (June 30). St. V will be required to submit paid invoices and lien releases before City Finance will reimburse the applicant.

BACKGROUND

The City of Billings has a contract with the Downtown Billings Partnership (DBP) to administer the TIF provisions of the N. 27th Street Urban Renewal Area (URA). That contract allows the DBP to propose downtown improvement programs and projects that meet State law requirements and drive or complement private property redevelopment. If the City Council approves a grant program, such as for signage or design assistance, the DBP can obligate any amount of money, up to the program's budget limit. The City Council must approve grants over \$50,000 for any individual property or to establish a new program.

The Society of St. Vincent DePaul Charity Office (St. V) is located at 2610 Montana Avenue. St. V intends to sell the building and move its charity office to what is known as the "Crane" building, located on 1st Avenue South and South 30th Street. The building purchase price is expected to be approximately \$1 million and St. V. plans to use property sale proceeds and fundraising to purchase it. St. V is requesting assistance of up to \$350,000 for the interior build-out that will construct offices, a service kitchen and equipment. The DBP Board reviewed

the request and is recommending that the City Council approve the grant with a condition that the building purchase and build-out be completed by the end of 2016.

RECOMMENDATION

The Downtown Billings Partnership Board recommends that the City Council approve a \$350,000 reimbursement grant to the Society of St. Vincent DePaul to assist with interior building construction in the Crane Building if the purchase and construction are completed in 2016.

APPROVED BY CITY ADMINISTRATOR

Attachments

DBP report



St. Vincent DePaul Buildout

Approved by DBP Board on May 27, 2016

TITLE:	St. Vincent DePaul – Buildout Assistance
COMMITTEE:	Executive Committee
PRESENTED BY:	Development Director

Assistance Request: St. Vincent DePaul is attempting to purchase the Crane Building on 1st Ave. S and S. 30th in order to relocate their Charity Office operations. In doing so, they intend to keep their thrift store operation on the corner of N. 27th and Montana Ave., sell their current Charity Office to a Developer, and sell their Grand Ave property as well. They also plan on doing a \$250,000 fund raising campaign in order to raise all monies needed to purchase the Crane for \$1,000,000. That is slightly lower than the appraised value. **If they are successful** in the purchase of the building they will need to do considerable build out and improvements to the Crane Building and are asking for up to \$350,000.00 in TIFD reimbursement for work done. **This will not be paid to them, if approved, until they have completed the planned improvements to the building and received a certificate of occupancy from the City.**

FINANCIAL IMPACT: We currently have sufficient funds in the account however, if approved, The City will need to amend their FY16-17 TIFD Budget. Budget amendments are typically done after the City receives its first half tax payment funds.

If St. Vincent DePaul purchases the Crane, it will no longer be taxed. In contrast, the property on Montana Ave will be developed into a taxable value that could be equal or better than the base loss. In addition, the City of Billings will get the Grand Ave. property back onto the general tax rolls. The net change in increment for the district will be about -\$4000.00 annually.

DBP Board Recommendation: Approval of up to \$350,000 in reimbursement to St. Vincent DePaul upon their acquisition of the property, sale of the Montana Ave. property and completion of the build-out in the Crane Building.

DBA Board Minutes of May 27, 2016, 7:30 a.m.
2905 Montana Ave Conference Room

<i>Amanda Lechner</i>	<i>Lisa Harmon</i>	<i>Biff Hagstrom</i>	<i>Joe Stout</i>
<i>Greg Krueger</i>	<i>Ray Porrello</i>	<i>Maisie Sulser</i>	<i>Ziggy Ziegler</i>
<i>Kim Jestrab</i>	<i>Janine Mix</i>	<i>Rudi Marten</i>	<i>Natasha Potratz</i>
<i>Andy Patten</i>	<i>Phil Nelson</i>	<i>Sam Merrick</i>	<i>Joni Harman</i>
<i>Mike Tuss</i>	<i>William Wood</i>	<i>Scott Turner</i>	<i>Randy Hafer</i>
<i>Tina Volek</i>	<i>Ryan Sullivan</i>	<i>Sean Lynch</i>	<i>Jock West</i>
<i>Travis Dimond</i>	<i>Jeremy Morgret</i>	<i>Kristi Drake- guest</i>	<i>Kevin Nemoth- guest</i>

1. Call to Order/Introductions/Courtesies: Lisa Harmon welcomed everyone and allowed for introductions. A DBP Board quorum was present, as well as the DBA Board.

2. Presentation:

a. Bike Pedestrian Advisory Committee: Ms. Drake presented on the work of Billings Trailnet and partners to move toward a more bike-friendly community, including new bike parking in the parks and work to adjust streets to allow for more safe bike travel and parking. Discussion ensued around citywide projects, converting streets to 2-way, and other large initiatives for future growth.

3. Consent Agenda Business:

a. Minutes: It was agreed to bring the minutes to each of next individual board meetings.

b. ALLIANCE (all 3 boards) Individual and Combined Action Items:

i. DBP Action- St. Vincent de Paul: Mr. Krueger presented the request for funding to help St. Vincent de Paul build out a new building, if purchased, up to \$350,000. Discussion ensued. Ms. Volek suggested putting a timeframe on the project, if passed. Mr. West made a motion to approve funding up to \$350,000 provided the buildout/ownership of the building happens by the end of calendar year 2016. Mr. Wood seconded. Discussion ensued. Vote: approved. Ms. Volek abstained.

ii. DBP Action- Arthouse Cinema Technical Assistance: Mr. Krueger presented the request for technical assistance for building use at Arthouse Cinema. The study would also be property of the DBP for future use. Ms. Volek moved to approve up to \$10,150 in reimbursement. Mr. Hafer seconded. Vote: approved.

iii. DBP Action- B-Town Grill signage: Mr. Krueger presented the request for reimbursement on signage and exterior work for B-Town Grill, up to \$13,300. Mr. Morgret moved to approve. Ms. Harman seconded. Vote: approved.

iv. Alliance Action- Strategic Plan RFQ: Ms. Harmon discussed strategy for moving forward and suggested a Request for Qualifications for embarking on a new strategic planning initiative for all major leaders of Billings. She asked for approval to initiate the call and begin steps to move forward towards the goal of issuing a fully funded RFP, select a planning firm and embark on the planning process. Mr.

Hafer agreed and supported the idea to once again work towards a collective plan. Discussion ensued. Mr. Morgret made a motion to approve the RFQ. Mr. Hafer seconded. Ms. Sulser also approved and commented on the importance of this process. Vote – ALL BOARDS: approved without dissent and no abstentions.

c. Director & Staff Reports: Mr. Krueger discussed new board officer elections for the DBP Board that are needing to be addressed. He then shared some details on the large "Project X" development that he's been assisting with. They are going to begin calling it "One Big Sky Center," and Mr. Krueger shared details of the project in order to move forward. Mr. Krueger then presented a plaque for Mr. Wood in gratitude of his service as board member of the DBA, DBP and the Cultural Partners.

Ms. Harmon announced plans to bring the leaders from San Diego who helped launch Community Innovations back to Billings for updates and plans to move forward. They will arrive on June 27th and plan to attend the City Council Meeting that evening in order to be recognized by the Mayor and Council. She also updated the boards on the progress of the Battle of the Plans and the applicants who have moved forward, inviting the boards to attend upcoming training sessions. She shared details from her recent trip to Las Vegas for the ICSC conference, and exciting plans to begin, now. Imagine yourself in Downtown Billings.

4. Discussion:

a.Q&A, Public Comment: Ms. Drake mentioned we are likely to win the "Outside Magazine" best cities contest.

Meeting was adjourned at 9:02 a.m.



Ed Zabrocki
St. Vincent DePaul
2610 Montana Ave
Billings, MT 59101

May 31, 2016

Dear Applicant:

On 5/27/2016 the Board of Directors of the Downtown Billings Partnership, Inc., reviewed your application for Tax Increment assistance for Build out improvements in the Crane Building. Therefore, the Downtown Billings Partnership is pleased to inform you that your assistance request, in the amount of up to \$350,000 will be sent to the Billings City Council, with a DO APPROVE. Recommendation, as soon as we have a signed copy of this letter and a current W9 form along with a list of potential dates into the next two months (Mondays) that will work for you. **We will inform you what the date of the Regular City Council Meeting where this request will appear on the agenda. You and any of your key supporters are requested to attend this Council Meeting.**

This award amount is the maximum that can be received pending satisfactory submission of all paid invoices showing the completion and lien-free status of all expenditures related to this project, especially noting the TIF reimbursement qualified components (*see your application document*). These qualified reimbursements are subject to the unencumbered availability of FY 17 Fund 203 (City of Billings) cash available. If there isn't a sufficient balance, your reimbursement may be carried over into the following Fiscal Year.

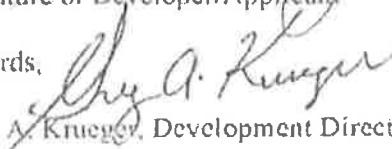
Please sign and date a copy of this letter and return it to our office. (email: grack@downtownbillings.com - fax: 406-294-5060) as confirmation that you agree and understand the terms of this potential award. In addition, a completed copy of the enclosed IRS W9 form must accompany the signed letter. Failure to return this document and the W9 may result in revocation of grant approval.

"I, Edward L. Zabrocki, understand that my project (Build out improvements) has been approved (pending FY16 Fund 203 availability of funds. In addition, I understand that the Downtown Billings Partnership (DBP) can only make recommendations to the City of Billings on all uses of Expanded North 27th Street Tax Increment Funds. I understand that in order to receive grant fund payments, I must complete the project substantially as defined by the application and development documents, as presented to and approved by the DBP. Further, I understand that after I accept and receive this reimbursement assistance any future applications for assistance will take into consideration this reimbursement and potential total funds received for the life of this Tax Increment District.


Signature of Developer/Applicant

6/7/16
Date

Regards,


Greg A. Krueger, Development Director, Downtown Billings Alliance

Current Status	Tax ID	Assessed Value	2015 Taxes
Crane Building	A31251	\$ 1,176,100.00	\$ 19,918.98
Grand Ave Building	A05935	\$ 104,062.00	\$ 516.78
Grand Ave Building	A05936	\$ 458,200.00	\$ 516.94
St. VDP Charity Office	I00263	\$ 628,030.00	\$ 150.00
			\$ 21,102.70
Estimated Future Status			
Crane Building	A31251	\$ 1,176,100.00	\$ 150.00
Grand Ave Building	A05935	\$ 104,062.00	\$ 2,000.00
Grand Ave Building	A05936	\$ 458,200.00	\$ 6,200.00
St. VDP Charity Office	I00263	\$ 628,030.00	\$ 9,200.00
			\$ 17,550.00
Estimated Net Change In TIFD			\$ (3,552.70)

St. VDP Remodel and Improvements

Sources

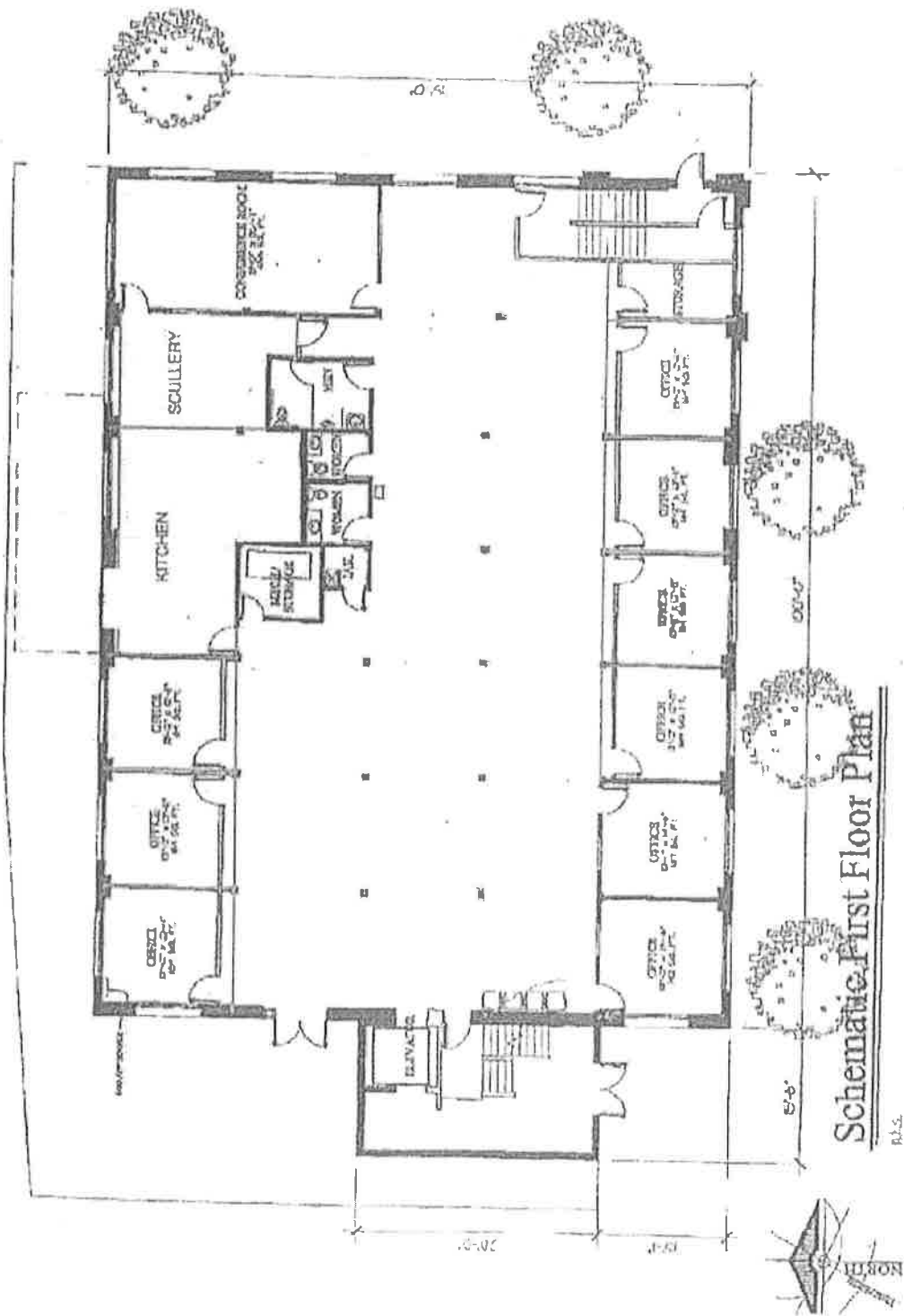
	Sale of Charity office only	
Sale of Grand Ave Property	\$ 400,500.00	
Sale of Charity Office I00263	\$ 417,000.00	
Capital Campaign/Building Reserve Funds	\$ 250,000.00	
Construction Loan	\$ 350,000.00	Paid off by TIFD Reimbursement
Total Sources	\$ 1,417,500.00	

Uses

Purchase of Crane Building	\$ (1,000,000.00)	
Remodel Crane	\$ (350,000.00)	
Contingency	\$ (67,500.00)	5%
Total Uses	\$ (1,417,500.00)	
Balance	\$	

EEC

420 DSV #151 • www.eecart.com • 120 Lohrsted Lane, Billings, MT 59108
ENGINEERS • ARCHITECTS • SURVEYORS • BUILDERS





720 Veterans Lane, Walling, MT 59106
Phone: 406.252.0151 Fax: 406.632.9150

PROJECT:
LOCATION:

St. Vincent Depaul (Crane Bldg.) 11/23/2015
3003 Lit Ave South

SITE SF:
BUILDING SF:

7945

1.0 GENERAL

ITEM DESCRIPTION	MATERIAL QUANTITY	UNITS	MATERIAL COST PER UNIT	TOTAL MATERIAL COST	SUBCONTRACTOR COST	EEC TOTAL LABOR	TOTAL MATERIAL & LABOR
Permit & fees	1	LS	\$7,842.00	\$0.00	\$7,842.00	\$0.00	\$7,842.00
Engineering & Design	1	LS	\$35,700.00	\$0.00	\$35,700.00	\$0.00	\$35,700.00
Project Management	1	LS	\$0.00	\$0.00	\$0.00	\$14,700.00	\$14,700.00
Elevator inspection	1	LS	\$550.00	\$0.00	\$550.00	\$0.00	\$550.00
Deliver Roll Off Dumpster	1	EA	\$60.50	\$0.00	\$60.50	\$0.00	\$60.50
Dumpster Rental per day	60	Days	\$2.80	\$0.00	\$168.00	\$0.00	\$168.00
Haul off Dumpster	2	EA	\$160.60	\$0.00	\$321.20	\$0.00	\$321.20
Landfill Dump Charge	20	Tons	\$17.79	\$0.00	\$177.87	\$0.00	\$177.87
Routine & Final Construction Cleaning	1	LS	\$3,300.00	\$0.00	\$3,300.00	\$0.00	\$3,300.00
Division 1 - General - Grand Totals				\$0.00	\$42,649.57	\$14,700.00	\$57,349.57

2.0 DEMO

ITEM DESCRIPTION	MATERIAL QUANTITY	UNITS	MATERIAL COST PER UNIT	TOTAL MATERIAL COST	SUBCONTRACTOR COST	EEC TOTAL LABOR	TOTAL MATERIAL & LABOR
Demo Wood Flooring in Kitchen Area	1	LS	\$1,760.00	\$0.00	\$1,760.00	\$0.00	\$1,760.00
Demo Existing Kitchenette	1	LS	\$661.00	\$1.00	\$660.00	\$0.00	\$661.00
Division 2 - Demo - Grand Totals				\$1.00	\$2,420.00	\$0.00	\$2,421.00

4.0 MASONRY

ITEM DESCRIPTION	MATERIAL QUANTITY	UNITS	MATERIAL COST PER UNIT	TOTAL MATERIAL COST	SUBCONTRACTOR COST	EEC TOTAL LABOR	TOTAL MATERIAL & LABOR
Patch Windows in Kitchen & Soullery	2	EA	\$1,370.00	\$2,640.00	\$0.00	\$0.00	\$2,640.00
Misc. Patching around Openings as required	1	LS	\$2,200.00	\$2,200.00	\$1.00	\$0.00	\$2,201.00
Division 4 - Masonry - Grand Totals				\$4,840.00	\$1.00	\$0.00	\$4,841.00

5.0 METAL

ITEM DESCRIPTION	MATERIAL QUANTITY	UNITS	MATERIAL COST PER UNIT	TOTAL MATERIAL COST	SUBCONTRACTOR COST	NET TOTAL LABOR	TOTAL MATERIAL & LABOR
STEEL STUDS							
18 Ga. Steel Stud Walls in Kitchen	600	LF	\$1.00	\$600.00	\$0.00	\$0.00	\$600.00
Track Demising Wall	150	LF	\$0.99	\$148.50	\$0.00	\$0.00	\$148.50
Steel Stud Framing Labor	1	LS	\$0.00	\$0.00	\$0.00	\$2,200.00	\$2,200.00
RAILING							
New Powder Coated Railing Along Dock to Meet Code	120	LF	\$110.00	\$13,200.00	\$0.00	\$0.00	\$13,200.00
Division 5 - Metals - Grand Totals				\$13,848.50	\$0.00	\$2,200.00	\$16,048.50

6.0 WOOD

ITEM DESCRIPTION	MATERIAL QUANTITY	UNITS	MATERIAL COST PER UNIT	TOTAL MATERIAL COST	SUBCONTRACTOR COST	NET TOTAL LABOR	TOTAL MATERIAL & LABOR
FRAMING MATERIALS							
Sill Plate	18	EA	\$12.24	\$220.32	\$0.00	\$0.00	\$220.32
DBL Top Plate	36	EA	\$12.24	\$440.64	\$0.00	\$0.00	\$440.64
12" Studs	340	EA	\$7.03	\$2,390.20	\$0.00	\$0.00	\$2,390.20
Headers	6	EA	\$12.24	\$73.44	\$0.00	\$0.00	\$73.44
Framing Labor	1	LS	\$0.00	\$0.00	\$0.00	\$4,400.00	\$4,400.00
Misc. Fasteners & hardware	1	LS	\$185.00	\$185.00	\$0.00	\$0.00	\$185.00
INTERIOR TRIM							
2x8-10" Base Trim @ Brick	8	EA	\$18.80	\$150.40	\$0.00	\$0.00	\$150.40
Maple Base	460	LF	\$3.30	\$1,518.00	\$0.00	\$0.00	\$1,518.00
Maple Door Casing	400	LF	\$3.30	\$1,320.00	\$0.00	\$0.00	\$1,320.00
Install Trim	1	LS	\$0.00	\$0.00	\$0.00	\$3,300.00	\$3,300.00
Division 6 - Wood - Grand Totals				\$3,568.64	\$0.00	\$7,700.00	\$11,268.64

7.0 THERMAL/MOISTURE PROTECTION

ITEM DESCRIPTION	MATERIAL QUANTITY	UNITS	MATERIAL COST PER UNIT	TOTAL MATERIAL COST	SUBCONTRACTOR COST	NET TOTAL LABOR	TOTAL MATERIAL & LABOR
INSULATION							
R-13 Sound Insulation- New Interior Walls	3000	SF	\$0.83	\$2,490.00	\$0.00	\$0.00	\$2,490.00
Mineral Wool Insulation in Kitchen	600	SF	\$2.20	\$1,320.00	\$0.00	\$0.00	\$1,320.00
Division 7 - Thermal/Moisture - Grand Totals				\$3,810.00	\$0.00	\$0.00	\$3,810.00

8.0 DOORS & WINDOWS

ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL MATERIAL COST	LABOR COST	TOTAL LABOR	TOTAL MATERIAL & LABOR
INTERIOR DOORS							
Interior Wood Doors & Hardware	8	EA	\$495.00	\$0.00	\$3,960.00	\$0.00	\$3,960.00
Interior Doors to Kitchen & Scullery	3	EA	\$1,980.00	\$0.00	\$5,940.00	\$0.00	\$5,940.00
INTERIOR WINDOWS							
Interior Office Windows - Trim & Install	7	EA	\$1,320.00	\$0.00	\$9,240.00	\$0.00	\$9,240.00
Division 8 - Doors & Windows - Grand Totals				\$0.00	\$19,140.00	\$0.00	\$19,140.00

9.0 DRYWALL/PAINT/FLOORING

ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL MATERIAL COST	LABOR COST	TOTAL LABOR	TOTAL MATERIAL & LABOR
DRYWALL MATERIALS							
4x12-5/8" Interior Wall	85	EA	\$19.54	\$1,660.90	\$0.00	\$0.00	\$1,660.90
4x8-5/8" Green Board in Scullery	24	EA	\$20.00	\$480.00	\$0.00	\$0.00	\$480.00
DRYWALL HANGING & FINISHING							
Hang Interior drywall	4848	SF	\$0.33	\$0.00	\$1,599.84	\$0.00	\$1,599.84
Tape, Texture, & Pre-Prime	4848	SF	\$0.55	\$0.00	\$2,666.40	\$0.00	\$2,666.40
Corner Beads & Flat Trim	1	LS	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$1,650.00
Atac Dry Wall Patches & Tapers	1	LS	\$1,340.00	\$0.00	\$1,340.00	\$0.00	\$1,340.00
Mask Floors	1	LS	\$580.00	\$0.00	\$580.00	\$0.00	\$580.00
ACUSTICAL CEILING							
Acoustical Ceiling Tiles Through out first floor	7000	SF	\$1.38	\$9,660.00	\$0.00	\$0.00	\$9,660.00
Modification to Existing Grid @ new Offices	1	LS	\$2,300.00	\$2,300.00	\$0.00	\$0.00	\$2,300.00
New ACT Grid & Vinyl Tiles in Kitchen & Scullery	800	SF	\$3.30	\$2,640.00	\$0.00	\$0.00	\$2,640.00
FRP							
FRP in Scullery & Kitchen	2000	SF	\$1.54	\$3,080.00	\$0.00	\$5,560.00	\$8,580.00
FRP Trim	80	EA	\$4.40	\$352.00	\$0.00	\$0.00	\$352.00
FRP Glue	10	EA	\$52.80	\$528.00	\$0.00	\$0.00	\$528.00
INTERIOR PAINTING & STAINING							
Prime & Paint Drywall	4848	SF	\$0.99	\$0.00	\$4,799.52	\$0.00	\$4,799.52
Stain Doors	17	EA	\$110.00	\$0.00	\$1,870.00	\$0.00	\$1,870.00
Stain Trim	986	LF	\$1.38	\$0.00	\$1,358.50	\$0.00	\$1,358.50
Stain Interior Windows	7	EA	\$165.00	\$0.00	\$1,155.00	\$0.00	\$1,155.00
FLOORING							
Quarry Tile in Kitchen & Scullery w/ O.I. Base	1	LS	\$8,855.00	\$0.00	\$8,855.00	\$0.00	\$8,855.00
Subfloor & Install	800	SF	\$2.75	\$2,200.00	\$0.00	\$0.00	\$2,200.00
Division 9 - Drywall/Paint/Flooring - Grand Totals				\$20,567.90	\$28,024.24	\$5,560.00	\$54,052.07

10.0 SPECIALTIES

ITEM DESCRIPTION	MATERIAL QUANTITY	UNITS	MATERIAL COST PER UNIT	TOTAL MATERIAL COST	SUBCONTRACTOR COST	THE TOTAL LARGE	TOTAL MATERIAL & LARGE
FIRE EXTINGUISHERS							
Re-Certify & New Fire Extinguishers	1	LS	\$660.00	\$660.00	\$0.00	\$0.00	\$660.00
Division 10 - Specialties - Grand Totals				\$660.00	\$0.00	\$0.00	\$660.00

11.0 EQUIPMENT

ITEM DESCRIPTION	MATERIAL QUANTITY	UNITS	MATERIAL COST PER UNIT	TOTAL MATERIAL COST	SUBCONTRACTOR COST	THE TOTAL LARGE	TOTAL MATERIAL & LARGE
KITCHEN EQUIPMENT							
Walk In Cooler Box & Equipment	1	LS	\$16,500.00	\$0.00	\$16,500.00	\$0.00	\$16,500.00
Walk In Freezer & Equipment	1	LS	\$19,800.00	\$0.00	\$19,800.00	\$0.00	\$19,800.00
Kitchen Hood	1	LS	\$5,500.00	\$0.00	\$5,500.00	\$0.00	\$5,500.00
Stainless Steel Behind Hood	1	LS	\$2,200.00	\$0.00	\$2,200.00	\$0.00	\$2,200.00
Hood Fire Suppression System	1	LS	\$3,300.00	\$0.00	\$3,300.00	\$0.00	\$3,300.00
Hand Sinks	2	EA	\$220.00	\$0.00	\$440.00	\$0.00	\$440.00
Prep Sink	1	EA	\$660.00	\$0.00	\$660.00	\$0.00	\$660.00
3 Compartment Sink	1	EA	\$1,880.00	\$0.00	\$1,880.00	\$0.00	\$1,880.00
Pre Rinse Unit	1	EA	\$440.00	\$0.00	\$440.00	\$0.00	\$440.00
Low Temp Dishwasher	1	EA	\$4,400.00	\$0.00	\$4,400.00	\$0.00	\$4,400.00
Fryer & Gas Connector Kit	1	EA	\$1,595.00	\$0.00	\$1,595.00	\$0.00	\$1,595.00
22"x30" Stainless Steel Table	1	EA	\$880.00	\$0.00	\$880.00	\$0.00	\$880.00
36"x132" Stainless Steel Table	1	EA	\$5,280.00	\$0.00	\$5,280.00	\$0.00	\$5,280.00
Stainless Steel Dish Table	1	EA	\$1,100.00	\$0.00	\$1,100.00	\$0.00	\$1,100.00
48" Gas Griddle & Gas Connector Kit	1	EA	\$3,190.00	\$0.00	\$3,190.00	\$0.00	\$3,190.00
25" Hotplate	1	EA	\$1,815.00	\$0.00	\$1,815.00	\$0.00	\$1,815.00
Stainless Steel Hot Plate Stand	1	EA	\$440.00	\$0.00	\$440.00	\$0.00	\$440.00
Reach in Refrigerator	1	LS	\$4,125.00	\$0.00	\$4,125.00	\$0.00	\$4,125.00
Burn-O-Matic Coffee Brewer	1	EA	\$660.00	\$0.00	\$660.00	\$0.00	\$660.00
Food Slicer	1	EA	\$3,960.00	\$0.00	\$3,960.00	\$0.00	\$3,960.00
Microwave	1	EA	\$308.00	\$0.00	\$308.00	\$0.00	\$308.00
SS Microwave Shelf	1	EA	\$198.00	\$0.00	\$198.00	\$0.00	\$198.00
SS Overhead (60"x12")	4	EA	\$192.50	\$0.00	\$770.00	\$0.00	\$770.00
Turbo Air 2 Door Freezer	1	EA	\$4,400.00	\$0.00	\$4,400.00	\$0.00	\$4,400.00
Convection Oven & Gas Connector Kit	1	EA	\$4,015.00	\$0.00	\$4,015.00	\$0.00	\$4,015.00
Can Storage Rack	1	EA	\$770.00	\$0.00	\$770.00	\$0.00	\$770.00
Wire Racks	1	LS	\$2,750.00	\$0.00	\$2,750.00	\$0.00	\$2,750.00
Inst. Kitchen Equipment	1	LS	\$5,900.00	\$0.00	\$5,900.00	\$0.00	\$5,900.00
Labor to Install Kitchen Equipment	2	LS	\$16,500.00	\$0.00	\$16,500.00	\$0.00	\$16,500.00
Division 11 - Equipment - Grand Totals				\$0.00	\$111,476.00	\$0.00	\$111,476.00

21.0 FIRE SPRINKLERS

ITEM DESCRIPTION	MATERIAL QUANTITY	UNITS	MATERIAL COST PER UNIT	TOTAL MATERIAL COST	SUBCONTRACTOR COST	EST. TOTAL LABOR	TOTAL MATERIAL & LABOR
Fire Sprinkler System Modifications for ACT Ceiling	23835	SF	\$2.46	\$0.00	\$58,991.63	\$0.00	\$58,991.63
Relocated Dry System Pressure Tank	1	LS	\$2,200.00	\$0.00	\$2,200.00	\$0.00	\$2,200.00
Division 21 - Fire Sprinklers - Grand Totals				\$0.00	\$61,191.63	\$0.00	\$61,191.63

22.0 PLUMBING

ITEM DESCRIPTION	MATERIAL QUANTITY	UNITS	MATERIAL COST PER UNIT	TOTAL MATERIAL COST	SUBCONTRACTOR COST	EST. TOTAL LABOR	TOTAL MATERIAL & LABOR
Plumbing for Kitchen	1	LS	\$27,500.00	\$0.00	\$27,500.00	\$0.00	\$27,500.00
Division 22 - Plumbing - Grand Totals				\$0.00	\$27,500.00	\$0.00	\$27,500.00

23.0 HVAC

ITEM DESCRIPTION	MATERIAL QUANTITY	UNITS	MATERIAL COST PER UNIT	TOTAL MATERIAL COST	SUBCONTRACTOR COST	EST. TOTAL LABOR	TOTAL MATERIAL & LABOR
Hood Install, Exhaust Fan, Make-Up Air, & Ducting	1	LS	\$33,000.00	\$0.00	\$33,000.00	\$0.00	\$33,000.00
Modifications to Existing HVAC System for Offices & Kitchen	1	LS	\$6,875.00	\$6,875.00	\$0.00	\$0.00	\$6,875.00
Division 23 - HVAC - Grand Totals				\$6,875.00	\$33,000.00	\$0.00	\$39,875.00

26.0 ELECTRICAL

ITEM DESCRIPTION	MATERIAL QUANTITY	UNITS	MATERIAL COST PER UNIT	TOTAL MATERIAL COST	SUBCONTRACTOR COST	EST. TOTAL LABOR	TOTAL MATERIAL & LABOR
Electrical for Kitchen & Equipment	1	LS	\$27,500.00	\$0.00	\$27,500.00	\$0.00	\$27,500.00
Electrical for New Offices	1	LS	\$11,550.00	\$0.00	\$11,550.00	\$0.00	\$11,550.00
Division 26 - Electrical - Grand Totals				\$0.00	\$39,050.00	\$0.00	\$39,050.00

27.0 AUDIO/VISUAL

ITEM DESCRIPTION	MATERIAL QUANTITY	UNITS	MATERIAL COST PER UNIT	TOTAL MATERIAL COST	SUBCONTRACTOR COST	EST. TOTAL LABOR	TOTAL MATERIAL & LABOR
Communications - Voice/Data for New Offices	1	LS	\$7,700.00	\$0.00	\$7,700.00	\$0.00	\$7,700.00
Division 27 - Audio/Visual - Grand Totals				\$0.00	\$7,700.00	\$0.00	\$7,700.00

33.0 WATER/SEWER/UTILITIES

ITEM DESCRIPTION	MATERIAL QUANTITY	UNIT	MATERIAL COST PER UNIT	TOTAL MATERIAL COST	SUBCONTRACTOR COST	TEE TOTAL LABOR	TOTAL MATERIAL & LABOR
UTILITIES							
Replace Electric Service Mast w/ Transformer & UG Power	1	LS	\$8,800.00	\$8,800.00	\$0.00	\$0.00	\$8,800.00
Division 33 - Water/Sewer/Utilities - Grand Totals				\$8,800.00	\$0.00	\$0.00	\$8,800.00

BUILDING CONSTRUCTION COST

Typical Material Cost	Subcontractor Cost	Total Labor Cost	TOTAL MATERIAL & LABOR
\$48,354.80	\$391,147.46	\$30,100.00	\$469,602.26

Regular City Council Meeting

Meeting Date: 10/24/2016

TITLE: Pre-development Memorandum of Understanding with Montdevco II for the One Big Sky Development project

PRESENTED BY: Bruce McCandless, Assistant City Administrator

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The Downtown Billings Partnership (DBP) has worked for nearly two years with developers of a proposed One Big Sky Center (OBSC) project. The redevelopment site is located north of 1st Avenue North and on both sides of N. 29th Street. The developers have requested that the City of Billings approve a predevelopment Memorandum of Understanding (MOU) that designates them as the exclusive developers of the site. This allows the developers to market the project and obtain financing for it. It is the Council's first official opportunity to endorse the project. It contains no concrete commitments or responsibilities, but it authorizes staff to work with the developers to produce an acceptable development agreement by June 30, 2017. The MOU does not prevent the City or DBP from working with and assisting owners of property not located within the proposed project boundaries. Springsted Inc., the City's bond financial advisor, is performing a due diligence review of the developers and the proposed project. The firm's Chairman, David McGillivray, will attend the October 24 Council meeting and will report the results of that analysis.

ALTERNATIVES ANALYZED

City Council may:

- Approve the Memorandum of Understanding (MOU), or;
- Amend and approve the MOU, or;
- Disapprove the MOU.

Approving the MOU will allow City staff, the developers and the City's legal and financial consultants to work on a development agreement that should be completed by June 30, 2017. Unilaterally amending or disapproving the MOU will delay a development agreement and potentially terminate the proposed project.

FINANCIAL IMPACT

The Memorandum of Understanding (MOU) has no immediate financial impact. It requires the City staff and its consultants to work on a development agreement for the proposed OBSC redevelopment project. There are no out-of-pocket expenses for City or DBP staff, but the legal and financial consultants will charge the City for their time spent on the project, whether it proceeds or is terminated.

RECOMMENDATION

Staff recommends that the City Council approve the Memorandum of Understanding with Montdevco II for the proposed One Big Sky Center downtown redevelopment project.

APPROVED BY CITY ADMINISTRATOR

Attachments

Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
(ONE BIG SKY CENTER DEVELOPMENT PROJECT)**

THIS MEMORANDUM OF UNDERSTANDING (this “**Memorandum**”) is entered into as of the [] day of [], 2016, among the CITY OF BILLINGS, a municipality of the State of Montana (the “**City**”) and MONTDEVCO II, LLC, a Montana limited liability company and MONTDEVCO, LLC, a Montana limited liability company (together, the “**Developer**”). The City and the Developer are each herein referred to as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, the City has established the Expanded North 27th Street Urban Renewal Area (the “**District**”); and

WHEREAS, the Developer owns or holds options or purchase rights for the property within the District reflected on Exhibit A attached hereto (the “**Development Site**”), which Development Site is located in the District; and

WHEREAS, the Developer has proposed to undertake the development and construction of a mixed use development project at the Development Site, including multi-family housing, retail, restaurant and entertainment space, commercial office space, a hotel, conference center and a parking structure (the “**Project**”); and

WHEREAS, the Developer has requested that the City use tax increment revenues of the District to help to defray the costs of the construction of public improvements associated with the Project (the “**Public Improvements**”); and

WHEREAS, the City and the Developer agree that this Memorandum represents each Party’s commitment to work cooperatively to evaluate the Project, identify and assess the Public Improvements and the City’s potential roles with respect thereto, and determine the ability of the City to participate in the financing of appropriate Public Improvements using tax increment of the District;

NOW THEREFORE, the City and the Developer agree as follows:

1. Evaluation and Negotiation. The City and the Developer shall undertake the process of evaluating the Project, identifying and assessing the Public Improvements and the City’s potential roles with respect thereto, and determining the ability of the City to participate in the financing of appropriate Public Improvements using tax increment revenues of the District. In that regard, if the City and the Developer are able to reach a preliminary agreement as to the scope of the City’s participation in the Project and with respect to the Public Improvements (including any financing thereof), City staff and consultants shall work to negotiate a definitive development agreement (the “**Development Agreement**”) and any other necessary agreements which would define the obligations of the City and the Developer with respect thereto.

2. Basic Terms of Development Agreement. The City and the Developer agree that the Development Agreement, satisfactory to each Party in its sole and absolute discretion, shall be required in order to proceed with development of the Project and the undertaking of appropriate Public Improvements. It is presently believed that such terms must necessarily address, at a minimum, the following matters, to-wit:

- (i) Define scope and costs of the Project and Public Improvements, including the Parties respective obligations and responsibilities with respect thereto.
- (ii) Define ownership and operational roles and responsibilities with respect to the Project and Public Improvements.
- (iii) Agreement with respect to plans and specifications of the design and materials for the Project and the Public Improvements.
- (iv) Proof of financing commitments with respect the Project.
- (v) Progress schedule by which the Project will be undertaken and evaluated.

3. Exclusivity. During the term of this Agreement, the City designates Developer as the exclusive developer of record with respect to the Project for so long as the Developer and/or its affiliates own, or maintain enforceable options or purchase rights with respect to, the Development Site (or portion thereof) necessary for the construction and operation of the Project.

4. Obligation of Parties to Proceed. The obligation of the Parties to proceed beyond this Memorandum is dependent upon the Parties entering into a Development Agreement prior to the termination of this Agreement. Nothing contained herein shall (i) obligate the City to create or approve the Project as an urban renewal project or undertake or finance any Public Improvements, (ii) obligate the City to create or approve a site-specific development plan for the Project, or (iii) obligate either Party to enter into a Development Agreement. The Developer further acknowledges and agrees that in entering into this Memorandum, the City in no way assumes any liability or responsibility for the Project or the Public Improvements.

5. Term of Memorandum and Termination. This Memorandum shall remain in effect until June 30, 2017 unless earlier terminated or extended by mutual agreement of the Parties.

6. Miscellaneous.

(a) Financial Liability. The City shall not be liable for any costs, expenses or debts associated with or incurred by the Developer or its affiliates in connection with this Memorandum or any development, marketing or other activities with respect to the Project and the Public Improvements.

(b) Costs. Each Party shall be solely responsible for all costs and expenses incurred by such Party in connection with this Memorandum.

(c) Assignability. Neither Party shall assign this Memorandum without the written consent of the other Party.

(d) Amendments. This Agreement may be supplemented or amended only by written instrument executed by the Parties.

(e) Applicable Law. This agreement and the legal relations between the Parties hereto will be governed by and construed in accordance with the laws of the State of Montana, without giving effect to any choice of law statutes, rules, or principles. The Parties hereby submit to the exclusive jurisdiction and venue of the Montana state and federal courts in Billings, Montana with respect to any action between the Parties relating to this Memorandum.

(f) Liability. The City and the Developer hereby acknowledge that the obligations of the Parties described herein are merely a present statement of intent. Neither Party shall be held liable should it determine to not proceed with the negotiation or execution of the Development Agreement or the undertaking of the Project or the Public Improvements. Partial performance by any Party of the terms of this Memorandum shall not be deemed evidence of intent by any party to be bound by the terms of any contract or agreement. The Developer further acknowledges that the City Council must exercise its discretion in the completion of the statutory processes required for the approval of the Project and any participation of the City with respect thereto, including with respect to any Public Improvements. The City will not be held liable in the event that the City Council, through the exercise of its discretion, determines to not approve any of the actions outlined herein.

(g) City Representatives Not Personally Liable. No member of the governing body, official, employee or agent of the City shall be personally liable to Developer, or any successor in the interest to Developer, pursuant to the provisions of this Memorandum, for any default or breach of the Memorandum by the City, or for any amount that may become due to Developer for any obligation issued under or arising from the terms of this Agreement.

(h) Not A Partnership; Developer Not an Agent of City. The provisions of this Memorandum are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership or any other similar relationship between the Parties. The Developer has no authority, express or implied, to act on behalf of City as an agent, or to bind City to any obligation whatsoever. The Developer shall be solely responsible for the performance of any of its employees, agents or sub-contractors under this Agreement. No agency or employment relationship is created between the Developer and the City by the execution of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

MONTDEVCO II, LLC

Name:
Title:

MONTDEVCO, LLC

Name:
Title:

EXHIBIT A



Regular City Council Meeting

Meeting Date: 10/24/2016

TITLE: Bond Reimbursement Resolution for One Big Sky Center Project

PRESENTED BY: Bruce McCandless, Assistant City Administrator

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

In many cases when the City of Billings intends to issue bonds, it incurs expenses for engineering, financial, legal and other services before the bonds are issued. Internal Revenue Service rules prevent cities from using bond proceeds to reimburse themselves for these expenses unless the issuer adopts a Reimbursement Resolution early in project development. This resolution allows the City of Billings to use bond proceeds to reimburse itself for the One Big Sky Center (OBSC) project development expenses. The reimbursement will occur only if the City issues the bonds.

ALTERNATIVES ANALYZED

The City Council may:

- approve the resolution, or
- disapprove the resolution.

Disapproving it will prevent the City from reimbursing itself for out-of-pocket expenses if the City issues TIF or other bonds to help support the OBSC project.

FINANCIAL IMPACT

Adopting the resolution creates no direct financial impact on the City. It would allow the City to recover expenses that it incurs prior to issuing OBSC project bonds.

RECOMMENDATION

Staff recommends that the City Council approve a reimbursement resolution for the OBSC project.

APPROVED BY CITY ADMINISTRATOR

Attachments

Reimbursement resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution No. _____ entitled: "RESOLUTION RELATING TO THE FINANCING OF PROPOSED IMPROVEMENTS WITHIN THE EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA; ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on October 24, 2016, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand and seal officially this 24th day of October, 2016.

(SEAL)

City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO THE FINANCING OF
PROPOSED IMPROVEMENTS WITHIN THE EXPANDED
NORTH 27TH STREET URBAN RENEWAL AREA;
ESTABLISHING COMPLIANCE WITH REIMBURSEMENT
BOND REGULATIONS UNDER THE INTERNAL REVENUE
CODE

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

Section 1. Recitals.

1.01 The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the “Regulations”) require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that bonds be issued and the reimbursement allocation be made from the proceeds of such bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

1.02 The City desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

Section 2. Official Intent Declaration.

2.01 In connection with a proposed mixed use development project in the City’s Expanded North 27th Street Urban Renewal Area (the “District”) referred to as the One Big Sky Project, the City proposes to undertake certain improvements within the District consisting of the design, construction and installation of any one or more of the following: parking garage, conference center, an outdoor plaza, utilities, streets, sidewalks and similar improvements (collectively, the “Public Improvements”).

2.02 Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds (as hereinafter defined), (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a “de minimus” amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Public Improvements have heretofore been paid by the City and no expenditures will be paid by the City until after the date of this Resolution.

2.03 The City reasonably expects to reimburse some or all of the expenditures made for costs of the Public Improvements out of proceeds of bonds to be issued in one or more series in an estimated maximum aggregate principal amount of \$27,000,000 (the "Bonds") after the date of payment of all or a portion of the costs of the Public Improvements. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

Section 3. Budgetary Matters. As of the date hereof, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Public Improvements, other than pursuant to the issuance of the Bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

Section 4. Reimbursement Allocations. The City Finance Director shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Public Improvements. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds or the Public Improvements and shall specifically identify the actual original expenditure being reimbursed.

PASSED AND APPROVED by the City Council of the City of Billings, Montana, this 24th day of October, 2016.

Mayor

Attest: _____
City Clerk

(SEAL)