

# CITY OF BILLINGS

## CITY OF BILLINGS VISION STATEMENT:

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

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### AGENDA

**COUNCIL CHAMBERS**

**July 24, 2017**

**6:30 P.M.**

**CALL TO ORDER:** Mayor Hanel

**PLEDGE OF ALLEGIANCE:** Mayor Hanel

**INVOCATION:** Councilmember McFadden

**ROLL CALL:** Councilmembers present on roll call were:

**MINUTES:** July 10, 2017

**COURTESIES:**

**PROCLAMATIONS:**

**ADMINISTRATOR REPORTS - TINA VOLEK**

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

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

1. **CONSENT AGENDA** -- Separations:
  - A. **Bid Awards:**
    1. **Rose Park Pool Operations Building Demolition.** (Opened 12/20/16; Awarded 01/09/17) Recommend rejecting all bids.
  - B. **Professional Services Contract** for W.O. 17-12, Landfill Drop-Off Facility; HDR Engineering, Inc.; \$2,681,000.
  - C. **Approval** of ten-year Airport office building lease renewal with the United States Government for Transportation Security Administration (TSA) (12/01/16 - 11/30/26).
  - D. **Approval** of ten-year airport hangar lease renewal with the United States Department of Agriculture, Animal, and Plant Health Inspection Services (USDA-APHIS) (07/01/17 - 06/30/27).
  - E. **Acknowledging Receipt of Petition to Annex #17-03:** approximately 10.87 acres, located at the southeast corner of the intersection of Blue Creek Road and Santiago Boulevard south of the Yellowstone River, Jamey Eisenbarth, owner; Sanderson Stewart, petitioner, and setting a public hearing date for 08/14/17.
  - F. **Confirmation of Probationary Police Officers** - Steven Gaertner, Tracy Icard, Moses Richardson, and Daniel Shreeve.
  - G. **Subordination** of First Time Home Buyer Program loan for \$15,000; M & T Bank, Refinancing.
  - H. **Preliminary Minor Plat** of Tierra Yellowstone Subdivision, generally located on the northwest corner of South 32<sup>nd</sup> Street West and Conrad Road; Red Lodge Investment, LLC, owner; Sanderson Stewart, agent.
  - I. **Preliminary Major Plat** of Sartorie Subdivision, 2nd Filing, generally located at 1880 Hawthorne Lane; Richard Jr. and Mae Sartorie, owners; Blueline Engineering, agent.
  - J. **Bills and Payroll:**
    1. June 26 and 27, 2017

## **REGULAR AGENDA:**

2. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE #958:** a zone change from Planned Development (PD) and Residential Multi-family (RMF) to Residential Professional (RP) on a 1.12 acre parcel of land, generally located at the southwest corner of 7th Avenue North and North 25th Street. Campos/Dorn, LLC, owner; Sanderson Stewart, agent. Zoning Commission recommends approval and adoption of the findings of the 10 criteria. (Action: approval or disapproval of staff recommendation.)
  
3. **PUBLIC HEARING AND SPECIAL REVIEW #956:** a special review to allow the construction of 2 new four-unit multi-family buildings in a Residential 6,000 (R-60) zone on a 37,600 square foot parcel of land, generally located at 422 Roxy Lane. Ann Bustell, owner; Tom Reiner and Neil Thompson, agents. Zoning Commission recommends conditional approval and adoption of the findings of the 3 criteria. (Action: approval or disapproval of Zoning Commission recommendation.)
  
4. **AMENDMENT NO. 2 TO MEMORANDUM OF UNDERSTANDING (MOU)** with MontDevCo, LLC and MontDevCo II, LLC, extending its termination date for One Big Sky Center project. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
  
5. **APPROVAL** of Tax Increment Financing Assistance from Expanded N. 27th Street Urban Renewal District, Fund 203, to Alberta Bair Theater Corporation; \$3.5 million. Downtown Billings Partnership (DBP) recommends approval. (Action: approval or disapproval of DBP 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 R. Bohlman, City Clerk, at 657-8210.*

**Regular City Council Meeting**

**Meeting Date:** 07/24/2017

**TITLE:** Rose Park Pool Operations Building Replacement - Reject All Bids

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

**Department:** Parks/Rec/Public Lands

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**PROBLEM/ISSUE STATEMENT**

As part of the project to replace the Rose Park Pool Building damaged by fire in March of 2016, a 2-part bidding process occurred. First, on December 20, 2016 bids were opened for the purpose of demolishing the existing pool building. At the January 9, 2017 Council Meeting Council voted to awarded the bid to Asphalt Plus of Billings for the amount of \$51,000.00. Second, on January 10, 2017 bids were opened for constructing a replacement pool operations building. However all bids exceeded the budgeted amount of the project, so on February 13, 2017 Council voted to reject all bids and re-bid the project for construction after the 2017 swimming season.

Since the existing pool building is being used for the 2017 swimming season, Staff did not move forward to have Asphalt Plus sign a contract and instead communicated with them that the project would be delayed until late summer of 2017. They were receptive to delaying demolition and honoring their bid to do the work later in the year. However as time passed they have found that due to timing and financial constraints they are no longer in a position to move forward to sign a contract and do the demolition work at the bid price. Therefore it becomes necessary for Staff to recommend to Council that they vote to reject all bids. The demolition portion of the project will be incorporated into the overall construction documents to be re-bid as a single package.

**ALTERNATIVES ANALYZED**

City Council may:

- Vote to reject all bids for demolition of the existing Pool Building at Rose Park or;
- do nothing and provide staff with additional direction.

**FINANCIAL IMPACT**

Funding for this project comes from the City Wide Park District #1 and was approved in FY 2017.

**RECOMMENDATION**

Staff recommends that the City Council reject all bids for the demolition of the existing pool building at Rose Park .

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 07/24/2017

**TITLE:** W.O. 17-12 -- Landfill Drop-Off Facility, Professional Services Contract with HDR Engineering

**PRESENTED BY:** David Mumford, Public Works Director

**Department:** Public Works

**PROBLEM/ISSUE STATEMENT**

The City desires to build a drop-off facility at the Landfill to provide a place for all landfill customers--the general public as well as commercial haulers--to discharge garbage and other waste materials without having to traverse the entire landfill site. The facility needs, size, location, operations, overall function, safety, and maintenance will be determined through an alternatives analysis process. After deciding on all these alternatives, the new facility will be designed and put out for construction. This project also includes the design and construction of a new Landfill Maintenance Building that will be used by Solid Waste personnel to perform routine maintenance and service on landfill equipment, to store temperature sensitive equipment, and house a lunch/break room and locker room for the Landfill staff. Proposals were requested for the professional services described below. Two firms submitted proposals, and HDR Engineering was chosen as the preferred consultant.

This contract provides the necessary professional services, including but not limited to: alternatives analysis, all design aspects (civil, architectural, structural, electrical, mechanical, etc.), preparing bidding and construction contract documents, bidding services, and construction administration (CA). The proposed fee includes CA, but the detailed scope of the CA will be added by a later amendment (after the alternatives analysis is complete).

**ALTERNATIVES ANALYZED**

City Council may:

- Award a Professional Services Contract to HDR Engineering (HDR); or
- Do not award a contract to HDR. 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 Solid Waste funds, as approved in the FY 2018 budget. The table below shows a financial summary. There are adequate funds for this contract amount.

APPROVED FY 18 BUDGET	\$ 18,500,000
Professional Services (this contract)	(\$ 2,681,000)
Budget Remaining	\$ 15,819,000

## **RECOMMENDATION**

Staff recommends that Council approve the Professional Services Contract with HDR Engineering for W.O. 17-12 -- Landfill Drop-Off Facility in the amount of \$2,681,000.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

WO 17-12 HDR Contract  
WO 17-12 Appendix A  
WO 17-12 Appendix B  
WO 17-12 Appendix C  
WO 17-12 Appendix D  
WO 17-12 Appendix E  
WO 17-12 Appendix F  
WO 17-02 Insurance Cert. 1  
WO 17-02 Insurance Cert. 2

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# Contract for Professional Architectural and Engineering Services

Project W.O. 17-12 – Landfill Drop-Off Facility

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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 11 pages (Basic Services of Contractor);

Appendix B consisting of 2 pages (Methods and Times of Payment);

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

Appendix D consisting of 1 pages (Schedule of Professional Fees);

Appendix E consisting of 1 pages (Project Schedule);

Appendix F consisting of 5 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" and/or "Owner" means the City of Billings.
- C. "Engineer" and/or "Contractor" means HDR Engineering, Inc.

### 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. Requirements for Contractor to submit as constructed documents: one half-size paper copy to scale; one full-size paper copy to scale; two CDs or DVDs with PDF files to scale and AutoCAD DWG files, Version 2016 or equivalent, including points to represent City of Billings infrastructure (Sanitary Sewer Manholes, Signs, Storm Drain Manholes, Signals, etc.) in Montana NAD83 (2011), NAVD 88 Vertical, State Plane Coordinates in Horizontal and Vertical units of International Feet.  
Final payment to Contractor will be withheld until all record drawings are received by the City of Billings.

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, 2020.

Section 4. Compensation; Method of Payment.

- A. Subject to the Contractor's satisfactory performance, Billings shall pay the Contractor no more than Two Million Six Hundred Eighty One Thousand and no/100 dollars (\$2,681,000.00) 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 Contractor within 30 days of receiving an acceptable invoice.
- C. The Contractor 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 Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

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

Section 7. Insurance.

- A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Contractor shall provide the following insurance:
  - 1. Workers' compensation and employer's liability coverage as required by Montana law.
  - 2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
  - 3. Commercial automobile liability -- \$1,500,000 per accident.
  - 4. Professional liability in the amount of \$1,500,000 per 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 exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. Contractor shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Contractor shall have the right to include photographic or artistic representations of the design and construction of the Project among the Contractor's promotional and professional materials. The Contractor's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Contractor in writing of the specific information considered by Billings to be confidential and proprietary.
- B. Equipment purchased by the Contractor with Contract funds: See Appendix A, Section 3. Scope of Work.
- C. Should Billings elect to reuse Work products provided under this Contract for other than the original project and/or purpose, Billings will indemnify and hold harmless the Contractor from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents developed under this contract. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation, and the original Contractor's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

Any notice required pertaining to the subject matter of this Contract shall be either sent via facsimile (FAX), 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: Tim Erickson, PE  
HDR Engineering, Inc.  
970 S 29<sup>th</sup> St. W  
Billings, Montana 59102  
e-mail: Timothy.Erickson@hdrinc.com  
FAX: (406) 652-2758

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;

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

#### Section 14. Funding Requirements.

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

#### Section 15. Subcontracts.

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

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

## **PART II GENERAL CONTRACT PROVISIONS**

### Section 1. Relationship of Parties.

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

### Section 2. Nondiscrimination.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The Contractor shall state, in all solicitations or advertisements for employees to Work on Contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
- C. The Contractor shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
- D. The Contractor shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this Contract.
- E. The Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
- F. The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

### Section 3. Permits, Laws, and Taxes.

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the

Contractor under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Contract.

Section 4. Nonwaiver.

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

Section 5. Amendment.

- A. This Contract shall only be amended, modified or changed 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: Jared Harris, Amanda McInnis, or Authorized Signatory

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

## Section 9. Liability.

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

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

## Section 10. Inspection and Retention of Records.

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

## Section 11. Availability of Funds.

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

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

City of Billings

Contractor

\_\_\_\_\_  
City Council or Designee

\_\_\_\_\_  
HDR Engineering, Inc.

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 \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of \_\_\_\_\_, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

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

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

## Appendix A

### Basic Services of Engineer City of Billings W.O. 17-12 – Landfill Drop-Off Facility

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#### 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 Tim Erickson working under the Principal-in-Charge, Amanda McInnis.

## 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.

The project consists of engineering services for the preliminary evaluation, alternatives analysis, design, bidding phases, and construction for the City of Billings W.O. 17-12 – Landfill Drop-Off Facility. Construction Administration is not included in this original contract, but will be added later by amendment at the conclusion of the Alternatives Analysis.

The purpose of the project is to construct a waste drop-off facility within the Billings Regional Landfill ("Landfill") to provide a place for all Landfill customers—the general public as well as commercial—to discharge garbage and other waste materials without having to traverse the entire landfill site. The facility needs, size, location, operations, overall function, safety and maintenance will be determined through an alternatives analysis process.

The project also includes design and construction of a new maintenance building within the Landfill. The new maintenance building will be used by Solid Waste personnel to perform routine maintenance and service on Landfill equipment. The building will be used to store temperature sensitive equipment, as well as house a lunch/break room and locker room for the Landfill employees. The maintenance facility needs, size and location will be determined during the alternatives analysis phase of the project.

The new facilities will be designed by July 2018, with construction targeted to begin in Fall 2018.

The scope of work is summarized below.

- The project will begin with an alternatives analysis to develop, assess, and present viable options for a waste drop-off facility.
  - Potential alternatives could involve location within the Landfill, equipment used within the facility, operations methods to achieve maximum efficiency, etc.
  - The objective is to provide a place for all Landfill customers—the general public as well as commercial—to discharge garbage and other waste materials without having to traverse the entire landfill site.

- The goal of the alternatives analysis will be to develop various layouts with up to four options to meet the objective within budgetary limits (assumed to be \$15.9 M for construction).
- The alternatives analysis will include an assessment of the use of grinders/shredders. If use of grinders/shredders is an approved alternative, there must also be provisions to keep the facility operating if/when grinders are out of service for any reason.
- Customer traffic must be able to keep flowing safely while Solid Waste staff performs their work.
- Separation between residential and commercial customers will be provided.
- The facility will include drop-off locations for the separation of municipal solid waste (MSW), construction and demolition (C&D) material, yard waste/brush (compost), metal, aluminum, paper, cardboard, white goods, and other materials.
- The drop-off facility will be designed to accommodate current and future customer traffic and the associated waste volumes. City will provide recent data to assist with determining traffic and waste volumes.
- The drop-off facility will be designed and constructed to allow expansion for future growth.
- The project also includes design and construction of a new maintenance building within the Landfill.
- The pad on which the building is built must be capable of handling the landfill compactor driving on it.
- Provide engineering design services including civil, structural, mechanical, electrical and architectural.
- Provide assistance in development of application and submittal materials for the City's use in obtaining the following permits:
  - Building Permits
  - Modification to City's Solid Waste Management License with Montana DEQ.
  - Operations Plan Amendment – Montana DEQ
  - Environmental Assessment (EA)
  - Others as identified during design
- Provide assistance, if necessary, for coordination with utilities (i.e. NorthWestern Energy, MDU).
- Provide bidding support services
- 

Items not included in scope of work:

- Pre-purchasing of equipment
- Public education for use of the facility
- Startup, training and O&M
- Facility operations assistance

## DETAILED SCOPE OF SERVICES

The scope of services that will be utilized on the Landfill Drop-Off Facility project is presented in the summaries for Tasks 100 through 600. The scope of services is organized as follows:

<u>Task Series</u>	<u>Description</u>
100	Project Initiation, Coordination, and Management
200	Alternatives Analysis – Programming Workshop
300	Preliminary Design Phase
400	Final Design
500	Regulatory Approvals/Permitting
600	Bid Phase
700	Construction Phase ( <i>scope to be added by amendment</i> )

### **TASK SERIES 100 – PROJECT INITIATION, COORDINATION, AND MANAGEMENT**

#### **101 – Project Initiation**

The purpose of this task is to kick off the project externally and internally. A project management plan (PMP) and all the support paperwork will be developed for all team members to have available to understand the project, the project team, and the project requirements. The PMP is updated with significant changes in the project.

#### **102 – Project Kick-Off Meeting**

The project will be kicked off with the City including key members of the Consultant design team and pertinent staff from the City to review the facility needs, as well as the project schedule and the process for completing the Drop-Off Facility design and engineering.

#### **Deliverables:**

- Meeting with City, agenda and meeting minutes.

#### **103 – Project Management**

As part of this task, the Engineer's Project Manager will lead coordination of the project team with the City as well as supervise the project team. Project Manager and Accountant will monitor project status, maintain project schedule and prepare financial documents.

#### **Deliverables:**

- Monthly Invoices
- Project Status Reports

#### **104 – Project Meetings**

Attend project and design review meetings with City Public Works and Solid Waste Staff. This subtask does not include meetings for the alternatives analysis. Refer to subtask 202 and 203 for alternative analysis project meetings.

- Participate in up to 4 design meetings to review specific design issues
  - In-person design meetings will include Project Manager, Design Manager, and up to two other project engineers.
  - Conference call/video conference for design meetings to be attended by Sr. Technical Advisor, and up to two other discipline leads.

- Participate in monthly (or as needed) project status meetings between HDR Project Manager, City Project Manager and Solid Waste Superintendent.

**Deliverables:**

- Meeting minutes

**TASK SERIES 200 – ALTERNATIVES ANALYSIS**

Determine current and future waste quantities; transfer technology; materials storage requirements; operations; siting; future expansion; safety; maintenance/office spatial requirements; and aesthetics. The alternatives analysis consists of two separate in-person meetings; a Planning Workshop and a Design Charrette. The outcome of the alternatives analysis will be a Design Basis Report for City review and approval.

**201 – Data Request**

Prepare initial data request for City. Information of interest will include previous studies, materials processing information, geotechnical reports, survey data, fire main pressure and flow test data, population projections, etc.

**202 – Planning Workshop**

Conduct a planning workshop with representatives of the HDR Team and City. Discussion elements will include:

- Material tonnage data and projections
- Components to be recovered
- Desired level of equipment and human labor force to be utilized
- Materials storage and load out requirements
- Education/training area requirements
- Traffic and parking
- Fire Suppression
- Administration/office area spatial requirements
- Facility and site aesthetics

**Assumptions:**

- The planning workshop will be conducted in a single day.
- A design charrette to review alternatives will be conducted 2-3 weeks after the planning workshop.

**Deliverables:**

- Planning workshop PowerPoint presentation
- Facility planning checklist
- Workshop agenda and meeting notes

**203 – Design of Alternatives and Design Charrette**

Conduct a design charrette with representatives of the HDR Team and City to review and discuss options and select preferred option for design development. Preliminary design activities for the design charrette include:

- Develop conceptual facility arrangement, including future modification/addition to accommodate growth.

- Evaluate traffic patterns, existing roadway network and access. Determine structural, electrical, ventilation, fire suppression, water plumbing, mechanical system and physical requirements.
- Facility Siting Analysis including landfill capacity impacts, traffic, grade, drainage and design life.
- Develop preliminary site layout drawings incorporating site roadways, parking, grading and drainage, utilities, erosion control, and stormwater management.
- Prepare block layout floor plans showing spatial requirements, functional areas and relationships.
- Develop preliminary building elevations and sections; and prepare a general discussion of all major subsystems.
- Develop an Engineer's opinion of probable construction cost.

The discussion during the charrette will include the following to allow for selection of a preferred site plan:

- A description of the option and why this approach was taken
- An opinion of design & construction costs
- Anticipated operation and maintenance (O&M) cost estimate
- Equipment replacement life cycle and annual costs
- An explanation of benefits and deficiencies of each option

**Assumptions:**

- The design charrette will be approximately 3 weeks after the planning workshop.

**Deliverables:**

- Design charrette PowerPoint presentation
- Charrette agenda and meeting notes

**204 – Basis of Design Report**

Prepare Basis of Design Report that identifies key criteria for design with sections to address: Process Design, Site Design, Architectural, Structural, Electrical/I&C, Plant Staffing, Permitting Issues and Requirements, applicable standards and code requirements, operational requirements including anticipated traffic and materials, and an opinion of probable construction cost.

**Deliverables:**

- Basis of Design Report including preliminary site layout drawing(s) for selected option; block layout floor plan; building elevations and sections; subsystems descriptions; permitting requirements; and preliminary opinion of probable construction cost.

**TASK SERIES 300 – PRELIMINARY DESIGN PHASE**

This task series will further develop recommendations from the Alternative Analysis to a 30% level design. The tasks associated with the preliminary design include the following:

**301.1 – Geotechnical Investigations**

HDR will contract with Tetra Tech for the following geotechnical engineering services:

- Perform site field investigation

- Perform the necessary soil boring for new building construction, building addition, paving and miscellaneous site work
- Perform laboratory soils testing and analysis
- Determine the characteristics of the subsurface materials

### **301.2 – Geotechnical Report**

Prepare a geotechnical report sealed by a registered professional engineer containing recommendations on pavement design, foundation design and related construction recommendations.

#### **Assumptions:**

- The construction contractor will be required to identify a suitable borrow source for any off-site fill required.
- Tetra Tech will provide the geotechnical engineering services for this project.
- Tetra Tech will undertake investigation to identify subsurface utilities prior to performing any exploratory borings.
- Environmental evaluations such as site contaminations, wetlands, cultural resources and threatened and endangered species, if encountered, will be discussed with the City to determine the course of action. For the purpose of this scope, environmental evaluations and remediation are not anticipated, and therefore, not included.

#### **Deliverables:**

- Two copies of a geotechnical report defining extent of investigation, testing results, subsurface information (obtaining from the investigations) and providing design recommendations.

### **302.1 – Site Survey**

HDR will contract with Territorial Landworks for the following surveying services. The surveying services will include topographic and location surveying in the following areas:

- Establish three (3) benchmarks for use in subsequent construction
- Site topography at 1 foot contours
- Include up to 10 acre footprint in topographic survey
- Elevations and locations of all known existing structures
- Elevations and location for all existing drainage structures
- Identify the location and type for all known utilities, including all inverts and materials
- Incorporate locally available information on property boundaries
- Prepare survey topographic signed and sealed by a licensed land surveyor
- Insert topographic map information into overall facility base map

Existing survey information from previous projects at the landfill will be utilized to assist with alternatives analysis and other design considerations.

### **302.2 – Aerial Survey**

HDR will contract with Flight Evolved to perform an aerial survey of the landfill site. Included will be high resolution aerial photography to assist with siting of the drop-off facility. Other benefits of the aerial survey include yearly volume reporting and thermal imagery of the Construction & Demolition cell to identify potential underground fires.

**Assumptions:**

- Includes coordination with aerial company and inclusion of new data into existing site CADD mapping.

**Deliverables:**

- Site topography in AutoCAD (specify format) 2016 compatible
- Montana State Plane coordinate system NAD 83
- Aerial survey (LIDAR) with photography

**303 – Preliminary Engineering**

Develop recommendations from the Alternative Analysis to a 30% level design for the Drop-Off Facility and Maintenance Building. The subtasks associated include:

- Site civil design including grading, paving, and utility plans
- Electrical, mechanical, structural and architectural design of the facilities
- Hydrology and hydraulics
- Foundation recommendations from geotechnical investigations
- Update Basis of Design Report to reflect changes
- Prepare 30% opinion of probable construction costs (including 25% contingency)
- Prepare table of contents for anticipated specifications
- Develop 30% level BIM model of the drop-off facility (no hardcopies of design sheets to be provided)
- Schedule and conduct 30% design review meeting with City Public Works and Solid Waste staff
- Provide BIM model to the City for review of basic layouts of new facilities at the 30% level
- Conduct 30% review meeting with City to present design and receive comments
- 30% design will be used for DEQ licensing application

**Assumptions:**

- Utility Design assumes a cistern/holding tank for water/wastewater.
- Design does not include water main/supply line from existing City system.
- Building fire protection system design will be based on providing a standpipe system or water storage tank that a fire truck can connect to for water supply. The fire protection system will be a dry-pipe system.

**Deliverables:**

- 30% BIM model (Navisworks reader software for model viewing and communication)
- 30% estimate of probable construction costs
- Revised Basis of Design Report

## **TASK SERIES 400 – FINAL DESIGN**

In this task, the Preliminary Design will be developed into more detailed engineered project elements to 60%, 90% and Final Design levels. Specifications will be prepared for 60% and 90% review and then finalized for bid. Specific tasks will include the following:

### **401 – Prepare 60% Design**

The design and BIM models will be further developed for all disciplines providing site civil, parking lot and roadway design, storm drain and underground utilities, structural sizing, equipment location, and major electrical and mechanical locations.

- Prepare 60% drawings
- Prepare engineering analysis and calculations
- Develop BIM model to 60% level
- Prepare 60% opinion of probable construction costs (including 20% contingency)
- Prepare draft project specifications
- Schedule and conduct 60% design review meeting with City Public Works and Solid Waste staff.

#### **Deliverables:**

- 60% plans and estimate
- 60% BIM model (Navisworks reader software for model viewing and communication)

### **402 – Prepare 90% Design**

The design and BIM models will be further developed for all disciplines from comments provided at 60% design review and refinements to the overall facility design.

- Prepare 90% drawings of Landfill Drop-Off Facility and Maintenance Building
- Update engineering analysis and calculations
- Develop BIM model to 90% level
- Prepare 90% opinion of probable construction costs (including 10% contingency)
- Prepare detailed specifications suitable for bidding and construction. These detailed specifications will be incorporated with the City's front-end documents.
- Schedule and conduct 90% design review meeting with City Public Works and Solid Waste staff.

#### **Deliverables:**

- 90% plans, specifications and estimate
- 90% BIM model (Navisworks reader software for model viewing and communication)

### **403 – Finalize Design**

Based on review comments, finalize plans and BIM model. Finalize project specifications.

#### **Deliverables:**

- Bid Documents for advertisement. 3 sets (half-sized drawings and specifications) for the City and one set for each plan room.

#### **Assumptions:**

- City will provide electronic files of front-end documents to incorporate into bid documents.
- Documents developed in this task will also be used to support permitting efforts.

- HDR will coordinate with utility companies to determine existing services and project needs/upgrades.
- Utility design assumes a cistern/holding tank for water/wastewater.
- Design does not include water main/supply line from existing City system.
- Paved roadways are anticipated and would be used in all exterior areas unless gravel paving is specifically requested by the City.
- Building fire protection system is anticipated to be dry-pipe style. HDR will prepare drawings and specifications to identify the category and density of the specific building area/structures requiring protection for a licensed contractor to provide detailed routing and installation information for HDR's review and acceptance.
- No major changes in the project design concepts will occur following the Basis of Design Report. Only minor changes and refinements will follow submittal of the 30%, 60% and 90% review documents.
- HDR standard specifications (6-digit) will be utilized and front-end documents will be developed using modified Engineers Joint Contract Documents Committee (EJCDC) documents.
- Design drawings will be prepared in AutoCAD Civil3D and Revit.

### **TASK SERIES 500 – REGULATORY APPROVALS/PERMITS**

Provide assistance in development of application and submittal materials for the City's use in obtaining required permits for construction activities.

#### **501 – Building Code Approvals and Permit**

- Attend a pre-application meeting with code officials to determine the applicable code requirements and submittal review requirements for the Drop-Off Facility and Maintenance Building.
- The meeting with key building and fire code officials will serve to confirm applicable occupancy classifications, fire protection requirements and obtain clarifications and interpretations on key code requirements affecting the facility structures.

#### **502 – Montana Department of Environmental Quality Permits**

- Attend a pre-application meeting with DEQ to discuss conceptual design and confirm the state submittal requirements for the proposed facilities.
- Prepare and submit a processing facility license modification application for the facility, including required drawings as required by Montana DEQ.
- Operations Plan Amendment – Update for inclusion in License Application
- Environmental Assessment (EA)
  - Preparation of License Application and Supporting Documentation including draft desktop Environmental Checklist
  - Prepare responses to DEQ review
  - Conduct one (1) public meeting, if necessary

#### **Assumptions:**

- EA and Permits to Montana DEQ will be submitted near 30% design level.
- City will submit completed permit applications and associated permit fees to public agencies.

- No supplemental (special) drawings will need to be prepared for permit applications. Plan drawings from the plan set will be used to support the permitting application.
- City personnel will attend meetings with the permitting agency officials.
- Drawings can generally be submitted for review at the 90% completion level for major permit reviews.

**Deliverables:**

- Minutes of meetings with Building Code and Fire Officials
- Building Code Plan Review Submittal
- City of Billings Temporary Use Permit (if necessary)
- Draft Environmental Assessment including required drawings/plans
- Final Environmental Assessment addressing comments from public will be prepared by the DEQ as part of the licensing action
- DEQ permit application including required drawings and plans
- Draft applications will be electronic .pdf files. Six (6) hardcopies of DEQ permit will be provided for Final submittal to DEQ by the City.

**TASK SERIES 600 – BID PHASE**

**601 – Bidding Administrative Assistance**

Produce and distribute bid documents to owner, prospective bidders and plan rooms. Create and maintain a plan holders list. Answer bidder questions and prepare addendums as needed. Conduct pre-bid meeting. Attend Bid opening.

**Deliverables:**

- Bid Documents, Advertisement, Pre-Bid Meeting Minutes and Addendums.

**602 – Post-Bid Administrative Assistance**

Receive, evaluate and tabulate bids. Assess completeness of bids. Review qualifications of bidders. Check references for two lowest bidders. Make recommendations to the City on award of contract.

**Deliverables:**

- Summary of Bidder Qualifications and Recommendation of Award.

**TASK SERIES 700 – CONSTRUCTION PHASE**

Scope details to be added by amendment at the conclusion of the Alternatives Analysis.

## Appendix B

### Methods and Times of Payment City of Billings W.O. 17-12 – Landfill Drop-Off Facility

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#### Section 1. Payments for Basic Services.

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

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

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

1. Project Initiation, Coordination and Management	\$ 98,200
2. Alternatives Analysis	\$ 147,100
3. Preliminary Design Phase	\$ 292,800
4. Final Design	\$ 687,600
5. Regulatory Approval/Permits	\$ 78,700
6. Bid Phase	\$ 23,500
7. Construction Phase	<u>\$1,353,100</u>
	\$2,681,000

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

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

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study shall be paid for 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. 17-12 – Landfill Drop-Off Facility**

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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. 17-12 – Landfill Drop-Off Facility**

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Not used on this Contract.

## Appendix E

### Project Schedule

#### City of Billings W.O. 17-12 – Landfill Drop-Off Facility

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Based on a notice to proceed by Billings dated no later than August 1, 2017, the targeted completion date for the Engineer's work shall be:

- A. Alternatives Analysis
  - 1. Planning Workshop – August/September 2017
  - 2. Basis of Design Report – September 2017
- B. Preliminary Design
  - 1. 30% Design – December 2017
- C. Final Design
  - 1. 60% Design – March 2018
  - 2. 90% Design – June 2018
  - 3. Final Design – July 2018
- D. Bid – August 2018
- E. Award – September 2018
- F. Construction Substantial Completion – December, 2019

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.

Based on the results of the Alternatives Analysis, Engineer will reassess remainder of project schedule and revise accordingly with City's concurrence.

## **Appendix F**

### **Certificate(s) of Insurance City of Billings W.O. 17-12 – Landfill Drop-Off Facility**

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Attach Certificate(s) of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

6/1/2018

DATE (MM/DD/YYYY)

5/25/2017

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 have ADDITIONAL INSURED provisions or 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).

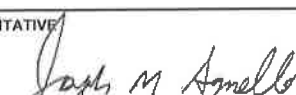
<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1016040 HDR ENGINEERING, INC. 8404 INDIAN HILLS DRIVE OMAHA, NE 68114-4049	<b>INSURER A :</b> Lexington Insurance Company	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES** HDRIN01      **CERTIFICATE NUMBER:** 14716735      **REVISION NUMBER:** XXXXXXX

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	061853691	6/1/2017	6/1/2018	PER CLAIM: \$2,000,000 AGGREGATE: \$2,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: CLIENT #000194; ALL PROJECTS. CITY OF BILLINGS

<b>CERTIFICATE HOLDER</b> 14716735 CITY OF BILLINGS PUBLIC WORKS DEPARTMENT ATTN: DAVE MUMFORD 2224 MONTANA AVE 2ND FLOOR BILLINGS MT 59101	<b>CANCELLATION</b> 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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/05/2017

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Willis of Minnesota, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 1-877-945-7378		<b>FAX (A/C, No):</b> 1-888-467-2378
	<b>E-MAIL ADDRESS:</b> certificates@willis.com		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A:</b> Liberty Mutual Insurance Company			23043
<b>INSURER B:</b>			
<b>INSURER C:</b>			
<b>INSURER D:</b>			
<b>INSURER E:</b>			
<b>INSURER F:</b>			


**COVERAGES**                      **CERTIFICATE NUMBER: W2563600**                      **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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>Contractual Liability</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	TB2-641-444950-037	06/01/2017	06/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-047	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	N	N	TH7-641-444950-067	06/01/2017	06/01/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WA7-64D-444950-017	06/01/2017	06/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Employers Liability for the Monopolistic States of ND, OH, WA, & WY is provided in the Worker's Compensation policy.

RE: CLIENT #000194: ALL PROJECTS. CITY OF BILLINGS, ITS OFFICIALS, OFFICERS, EMPLOYEES & AGENTS ARE NAMED AS ADDITIONAL INSUREDS AS RESPECTS GENERAL & AUTOMOBILE LIABILITY, AS PER WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES.

<b>CERTIFICATE HOLDER</b>  CITY OF BILLINGS PUBLIC WORKS DEPARTMENT ATTN: DAVE MUMFORD 2224 MONTANA AVE 2ND FLOOR BILLINGS, MT 59101	<b>CANCELLATION</b>  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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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
<b>Any person or organization with whom you have agreed, through written contract, agreement or permit to provide additional insured coverage.</b>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Person Or Organization: As required by written contract or agreement</b>
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Effective June 1, 2017 HDR will have two separate insurance brokers.

Lockton will remain HDR's insurance broker for professional liability only.

Willis Towers Watson will be HDR's new broker for:

1. General Liability
2. Automobile Liability
3. Workers Compensation
4. Property/Equipment

If professional liability is required by the contract documents provided in the insurance request, we will forward the information to Lockton for processing.

Please direct all questions regarding certificates of insurance to HDR's insurance manager, Matthew Peterson by email at [MPeterson@HDRInc.com](mailto:MPeterson@HDRInc.com) or by phone at (402)399-1499.

Regards,  
Willis Towers Watson Certificate Center  
Phone: 877-945-7378  
Fax: 888-467-2378  
Email: [certificates@willis.com](mailto:certificates@willis.com)

**Regular City Council Meeting**

**Meeting Date:** 07/24/2017

**TITLE:** Building Lease with U.S. Government on behalf of the Transportation Security Administration

**PRESENTED BY:** Kevin Ploehn, Director of Aviation and Transit

**Department:** Airport

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**PROBLEM/ISSUE STATEMENT**

The City Council approved a Lease with the U.S. Government on behalf of the Transportation Security Administration (TSA) on November 28, 2011 for 8,057 square feet of office space, and a five-year term that expired on November 30, 2016. The TSA wishes to continue to lease space in the Airport's office building located at the west end of the Airport near the water tower. The Lease has been in holdover since the November 2016 expiration, and TSA continues to pay for and occupy this office space. Staff has been working with the General Services Administration (GSA), TSA's leasing agent, on a new Lease. The new Lease is for the same 8,057 square feet of office space, and will be for a ten-year term, with the first five years a firm term, and the second five years a non-firm term, which allows the Government to opt out of the Lease after the first five years. The Lease commences December 1, 2016 and expires on November 30, 2026.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve a new ten-year Lease with the U.S. Government on behalf of the TSA; or
- Disapprove a new ten-year Lease with the U.S. Government on behalf of the TSA.

**FINANCIAL IMPACT**

The rent for the first five years is a fixed rate, with the rental for the last five years to be re-calculated and determined no less than 90 days prior to the new rate becoming effective. The Lease will generate \$139,627.80 per year of revenue for the City's Airport, and \$698,139.00 for the initial five-year term. Should the TSA opt to continue with the Lease for the additional five years, a new rental rate would be determined for years 6-10 of the Lease term.

**RECOMMENDATION**

Staff recommends Council approve the Lease with the U.S. Government for the benefit of the TSA for a new ten-year Lease beginning December 1, 2016 and ending November 30, 2026.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 07/24/2017

-- **TITLE:** Hangar Lease to U.S. Government on behalf of the Dept. of Agriculture, Animal and Plant Health Inspection Services

**PRESENTED BY:** Kevin Ploehn, Director of Aviation and Transit

**Department:** Airport

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**PROBLEM/ISSUE STATEMENT**

On February 28, 2011, the City Council approved a five-year Limited Commercial Aviation Building and Ground Lease with Jack Bolme. During this time, Mr. Bolme subleased the hangar to the U.S. Department of Agriculture, Animal and Plant Health Inspection Services (APHIS). The building is a sixty (60) foot by sixty (60) foot aircraft hangar on the west end of the Airport, and includes approximately 950 square feet of finished office space. The Airport's Lease with Mr. Bolme expired December 31, 2016. Mr. Bolme has opted not to renew the Lease. APHIS wishes to continue occupying the hangar. The Lease has been in holdover status while staff negotiated a new Lease with the General Services Administration (GSA), the leasing agent for APHIS. The new Lease will be for a ten-year term, with the first five years a firm term, and the second five years a non-firm term, which allows the Government to opt out of the Lease after the first five years. The Lease commences July 1, 2017 and expires on June 30, 2027.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve a new ten-year Lease with the U.S. Government on behalf of APHIS; or
- Disapprove a new ten-year Lease with the U.S. Government on behalf of APHIS.

**FINANCIAL IMPACT**

The rent for the first five years is a fixed rate, with the rent for the last five years to be re-calculated and determined no later than 90 days prior to the new rate effective date. This Lease will generate \$59,879.16 per year of revenue for the City's Airport, and \$299,395.80 for the initial five-year term. This rate is calculated on the basis of both office and hangar space, a method used for other tenants utilizing City owned executive hangars with both types of space. Should APHIS opt to continue with the Lease for the second five years, a new rental rate would be determined for years 6-10 of the Lease term.

**RECOMMENDATION**

Staff recommends that the City Council approve the Lease with the U.S. Government for the benefit of the U.S. Department of Agriculture, APHIS for a new ten-year Lease beginning July 1, 2017 and ending June 30, 2027.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 07/24/2017

**TITLE:** Annexation #17-03: Acknowledge receipt of petition and set a public hearing date

**PRESENTED BY:** Wyeth Friday

**Department:** Planning & Community Services

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**PROBLEM/ISSUE STATEMENT**

Sanderson Stewart submitted a petition to annex land on behalf of Jamey Eisenbarth, owner, using the provisions of Section 7-2-4600, MCA. The subject property is a 10.87 acre parcel described as Tract 2, Certificate of Survey 3426. The property is located at the southeast corner of the intersection of Blue Creek Road and Santiago Boulevard south of the Yellowstone River. The property is vacant and the owner is requesting annexation in order to develop the property in the City for commercial purposes. The owner has submitted a preliminary subdivision plat application for an expedited subdivision plat in the City to create two lots. The annexation schedule has been coordinated with the expedited plat to ensure the property is within the City before the platting process is completed.

The property is located within the five-year annexation area of the City's Limits of Annexation Map and appears to meet some of the City's criteria in its Annexation Policy. A detailed review and analysis of the Annexation Policy criteria will be provided in the Council's public hearing memo. The City Council's policy is to consider annexations at two separate Council meetings. At the first meeting, the Council acknowledges receipt of a petition and sets a public hearing date. At the second meeting, the Council conducts the hearing and takes action on the annexation petition.

**ALTERNATIVES ANALYZED**

Section 7-2-4600, MCA, allows owners of more than 50% of the property to petition the City for annexation. The only alternative that is consistent with City Council policy is to acknowledge receipt of the petition and set a public hearing date.

**FINANCIAL IMPACT**

Analysis by City staff of how City services may be provided to this property and a recommendation on the annexation will be prepared and presented at the public hearing.

**RECOMMENDATION**

Staff recommends that the City Council acknowledge receipt of the annexation petition and schedule a public hearing for August 14, 2017 to consider annexing this property.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Annexation Petition  
Applicant Exhibit



# PETITION FOR ANNEXATION TO THE CITY OF BILLINGS

## NOTICE TO PETITIONER

This is a Petition to the City of Billings requesting the annexation of property to the City, pursuant to MCA Title 7, Chapter 2, Part 46. Procedures for annexation are governed by the Statutes of the State of Montana. This Petition requires the signatures of more than 50% of the Resident Freeholder Electors to be considered for annexation.

## INSTRUCTIONS

1. All items must be completed or provided. Please type or print. You may attach additional pages if more space is needed.
2. Prepare a map drawn to a scale adequate and legible to show the property requesting annexation and all other property within one-quarter (1/4) mile.

The map must show:

- a. The present and proposed boundaries of the municipality;
  - b. The present streets, major trunk water mains and sewer mains;
  - c. The zoning of the property requesting annexation and the property immediately adjacent to it.
3. The Petition should be submitted to the Planning Department, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., located on the 4<sup>th</sup> Floor at 2825 3<sup>rd</sup> Avenue North, Billings, Montana. Upon presentation, the Petition will be checked for completeness. Once accepted, the Petition will be routed to the following City Departments: Public Works, City-County Planning, Public Utilities, Fire Department, City Attorney, Police Department, Parks and Recreation Department, and the Finance Department. If the departments find no problems with the Petition, the City Clerk will schedule the Petition for City Council action.
  4. By filing the petition for annexation, the Petitioner(s) agree that only those City services which are available to the general area shall be provided to Petitioner, and that additional services as may become available to the general area shall be made available to Petitioner(s) in the same manner as said services are made available to other residents of the City. Petitioner(s) specifically waive the right to the report and plans for extension of services as provided in MCA Title 7, Chapter 2, Part 47.
  5. A description of the territory to be annexed to the City is legally described on a document attached hereto.

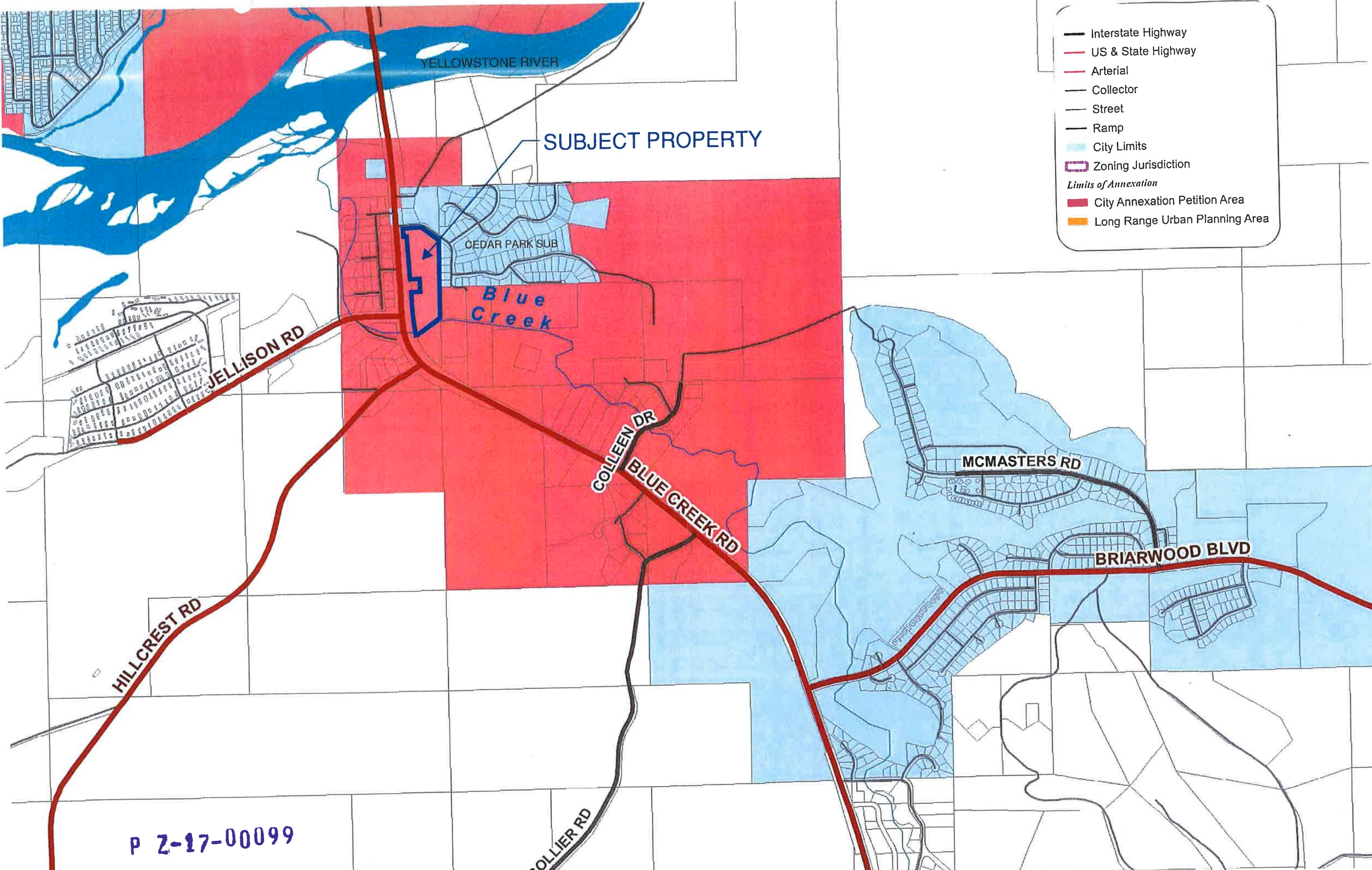
## RESIDENT FREEHOLDER ELECTORS

Date	Print Name	Name Signature	Address
<del>6/7/2012</del> 6/7/2012	<del>[Signature]</del> Jamey Eisenbarth		2322 Virginia Lane Billings 59102

(continued on separate page)

P-7-17-00099





YELLOWSTONE RIVER

SUBJECT PROPERTY

CEDAR PARK SUB

Blue  
Creek

JELLISON RD

COLLEEN DR

BLUE CREEK RD

MCMASTERS RD

BRIARWOOD BLVD

HILLCREST RD

COLLIER RD

P 2-17-00099

- Interstate Highway
- US & State Highway
- Arterial
- Collector
- Street
- Ramp
- City Limits
- Zoning Jurisdiction
- Limits of Annexation*
- City Annexation Petition Area
- Long Range Urban Planning Area

**Regular City Council Meeting**

**Meeting Date:** 07/24/2017

**TITLE:** Confirmation of Probationary Police Officers

**PRESENTED BY:** Rich St. John, Police Chief

**Department:** Police

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**PROBLEM/ISSUE STATEMENT**

On July 11, 2016, Officers Moses Richardson, Tracy Icard, Steven Gaertner, & Daniel Shreeve were hired by the Billings Police Department as probationary police officers. According to MCA 7-32-4113, the probation period is for one year from the date of hire. The officers have completed their one-year probation and, according to state statute, their names are to be submitted to City Council for confirmation. All of the supervisor comments concerning the officers' performance are positive and recommend confirmation.

**ALTERNATIVES ANALYZED**

Council may:

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

**FINANCIAL IMPACT**

There is no financial impact from this action.

**RECOMMENDATION**

Staff recommends that the City Council confirm Officers Moses Richardson, Tracy Icard, Steven Gaertner, & Daniel Shreeve as Billings Police Officers.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 07/24/2017

**TITLE:** First Time Homebuyer Program Subordination Request

**PRESENTED BY:** Wyeth Friday

**Department:** Planning & Community Services

**PROBLEM/ISSUE STATEMENT**

The City of Billings Community Development Division received a request from M & T Bank to subordinate a First Time Home Buyer (FTHB) Program loan to their new loan on a property in the Southwest Corridor neighborhood. The new loan is the result of a hardship modification for the property owner. The City of Billings does not currently have a subordination policy for the First Time Home Buyer Program and the Community Development Division and Community Development Board are bringing this request to the City Council for consideration.

Triggers for repayment of FTHB loans are: refinancing; sale of the property; or using the property as a rental. The assisted homeowner is not refinancing, as it is a hardship modification. The assisted homeowner is a single parent of two young children who fell behind in mortgage payments due to job loss. There is a small amount of equity in the property, but federal regulations tied to hardship modifications do not allow for the homeowner to use any equity in the property for cash-out purposes or to repay subordinate liens. The original mortgage note was \$123,219 on June 23, 2014. The homeowner’s current and modified mortgage terms are as follows:

<b>Existing Mortgage Terms</b>		<b>Modified Loan Terms</b>	
Principal Balance	\$120,928.94	Principal Balance	\$103,482.92
Interest Rate (%)	3.779	Interest Rate (%)	3.779
Term (Months)	360	Term (Months)	360
P & I Amount	\$572.68	P & I Amount	\$480.95
Escrow Amount	\$282.96	Escrow Amount	\$312.45
Total Monthly Payment	\$855.63	Total Monthly Payment	\$793.40

**ALTERNATIVES ANALYZED**

City Council may: 1) Approve the subordination agreement. The City of Billings will remain in second position until the owner sells, refinances, or uses the property as a rental; 2) Not approve the subordination agreement. The property could go to foreclosure in which case the City of Billings will not recoup its \$15,000 loan as the lender will receive all net proceeds first and will likely also lose some of their investment in the property.

**FINANCIAL IMPACT**

Should the Subordination Agreement be approved, the City will remain in second lien position and there will be no impact. If the Subordination Agreement is not approved, M & T Bank will not be able to provide a modified loan to the owner. The owner can afford the monthly payment at the current amount, but she cannot afford to come up with the past due amount. The City may lose its \$15,000 investment in the property as the Lender would receive any net proceeds first if the property went into foreclosure.

## **BACKGROUND**

Staff has prepared the following time line and summary of events for the status of this property and the loan subordination request:

- **March 6, 2014:** Household was preliminarily approved for the FTHB program. The household's income was below the 60% AMI and therefore qualified for the \$15,000 HOME funds loan.
- **April 26, 2014:** The approved household entered into a Buy/Sell Agreement for property in the Southwest Corridor neighborhood. Accepted purchase price \$136,500. Property appraised for \$136,500.
- **June 23, 2014:** Applicant closed on the property. Loan for \$123,219 with an \$855.63 monthly Principle, Interest, Taxes, and Interest (PITI) making the applicant's housing ratio 37%. FTHB program guidelines allow up to a 42% housing ratio.
- **May 8, 2015:** Homeowner became involuntarily unemployed. The homeowner was receiving \$258 a week in unemployment benefits while searching for a new job. The homeowner immediately made arrangements with M & T Bank to make \$25 a month payments while unemployed and actively seeking employment to avoid losing the property.
- **April 4, 2016:** The Homeowner applied for a modification of her existing loan with M & T Bank. The Homeowner was employed and making the regular mortgage payments, however, she had become in arrears while seeking employment. The modification is needed to bring the loan out of arrears and bring the loan current.
- **April 21, 2017:** Staff received subordination request from M & T Bank on behalf of the homeowner.
- **June 6, 2017:** During the regular Community Development Board meeting, the Board recommended approval of the subordination request to City Council.

## **STAKEHOLDERS**

While there is no public hearing or notification process in this situation, the stakeholders in this situation include the City of Billings and the Community Development Division, the lender M & T Bank, the low income household homeowner, and indirectly the surrounding property owners who could have a foreclosure property in the neighborhood if the homeowner is not able to continue to pay off the mortgage on the home.

## **SUMMARY**

If the Subordination Agreement is not approved, the homeowner stands to lose the property in foreclosure. The homeowner fell behind in mortgage payments after involuntary employment loss. The homeowner is currently employed and has been making the regular full mortgage payment amount for over a year, but does not have a way to pay off the amount in arrears and bring the loan current. The homeowner has made every effort to continually communicate and work with the lender to avoid losing the property in foreclosure. The City of Billings, and the Lender, M&T Bank, stand to lose their investments in the property with a foreclosure. Staff has verified with the Lender that this is a modification of an existing loan and The City of Billings would still be in second lien position under the modified loan.

## **RECOMMENDATION**

Staff and the Community Development Board recommend the City Council approve the Subordination Agreement for the subordination to the modified loan and the City's lien would remain in second position, subordinate to the modified loan.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

FTHB Subordination Request Documentation\_2017

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CITY OF BILLINGS  
Attn: SUBORDINATION DEPT  
2825 3<sup>RD</sup> AVE NORTH  
BILLINGS, MT 59101

RECEIVED  
APR 21 2017  
BY: \_\_\_\_\_



We are requesting the attached Subordination Agreement to be reviewed and signed, in reference to the original mortgage made to Lakeview Loan Servicing, LLC.

**This is a hardship modification of an existing loan;** this is not a refinance, there is no cash out, and there are no associated closing costs. Documents provided are based on the modification process of an existing loan; therefore documents may not be available based on your requirements. Failure to subordinate may result in foreclosure.

<b>ORIGINAL MORTGAGE INFO:</b>	
AMOUNT	\$123,219.00
DATE	6/23/2014
RECORDING DATE	6/24/2014
BOOK/INSTRUMENT #	3709000
PAGE #	1

<b>EXISTING MORTGAGE TERMS:</b>	
PRINCIPAL BALANCE	\$120,928.94
INTEREST RATE (%)	3.779
TERM (months)	360
P&I AMOUNT	\$572.68
ESCROW PAYMENT	\$282.96
TOTAL MONTHLY PAYMENT	\$855.63

<b>MODIFIED LOAN TERMS:</b>	
PRINCIPAL BALANCE	\$103,482.92
INTEREST RATE (%)	3.779
TERM (months)	360
P&I AMOUNT	\$480.95
ESCROW PAYMENT	\$312.45
TOTAL MONTHLY PAYMENT	\$793.40

We have attached supporting documentation per your requirements, including any fees if applicable.

**Please sign and return the original agreement for recording, in the return envelope provided.** If you have any questions please contact me at (716)529-2077, or ehuff@mtb.com.

Thank you,  
Ebony Huff  
M&T Bank  
475 Crosspoint Pkwy  
Getzville NY 14068

Prepared By:  
Justin Ellis  
Assistant Vice President  
Lakeview Loan Servicing, LLC  
475 Crosspoint Pkwy, Getzville, NY 14068

## SUBORDINATION AGREEMENT

DATE: \_\_\_\_\_

The parties agree as follows:

Holder of Existing Mortgage ("Holder") is: CITY OF BILLINGS

Address: 2825 3<sup>RD</sup> AVENUE NORTH, BILLINGS, MT 59101

Mortgagee in the new Mortgage or Modification of Existing First Mortgage ("Mortgagee") is: Lakeview Loan Servicing, LLC.  
Address: 475 Crosspoint Pkwy, Getzville, NY 14068

1. The property which is the subject of the lien of the New Mortgage (the "Property") is described as follows:

Address: [REDACTED] BILLINGS MT 59101-4618

Tax ID: [REDACTED]

Legal Description: SEE ATTACHED

2. The Holder now owns and holds the following mortgage (the "Existing Mortgage") and the bond or note which it secures:

Mortgage made by [REDACTED] To CITY OF BILLINGS in the amount of \$15,000.00 Dated 6/23/2014 and recorded on 6/24/2014, recorded in Book [REDACTED] Page 1; Instrument No. NA In the office of YELLOWSTONE County, MONTANA covering all or part of the Property.

3. The owner of the Property is about to sign and deliver to Mortgagee, a new mortgage or a modification of an existing first mortgage (either being known as the "New Mortgage") to secure the amount of \$103,482.92 and interest covering the Property.
4. The Mortgagee will not accept the New Mortgage unless the Existing Mortgage is subordinated to it. In exchange for \$ 0.00 and other good and valuable consideration and to induce Mortgagee to accept the New Mortgage the Holder agrees to subordinate the lien of the Existing Mortgage to the lien of the New Mortgage.
5. The Existing Mortgage lien shall be subordinated in the amount secured by the New Mortgage and interest and advances already paid and to be paid in the future under the New Mortgage. Examples of the advances are brokerage commissions, fees for making the loan, mortgage recording taxes, documentary stamps, fees for examination of title and surveys. Advances may be paid without notice to Holder. The maximum amount of the lien of the Existing Mortgage that is subordinated is the amount secured by the New Mortgage and interest and advances as set forth hereinabove.
6. If there is more than one Holder, each shall be separately liable. The words "Holder" and "Mortgagee" shall include their heirs, executors, administrators, successors and assigns. If there is more than one Holder or Mortgagee, the words "Holder" and "Mortgagee" used in this Agreement include them.

Holder states that Holder has read this Subordination Agreement received a completely filled-in copy of it and has signed this Subordination Agreement as of the date at the top of the first page.

HOLDER:  
CITY OF BILLINGS

\_\_\_\_\_  
WITNESS 1

BY: \_\_\_\_\_

\_\_\_\_\_  
WITNESS 2

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017\_\_ before me, the undersigned, a Notary Public, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and he/she/they acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on said instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the city/town of \_\_\_\_\_ State of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT A**

All that property situate in the County of Yellowstone and State of Montana described as:

[REDACTED]

Subject to all reservations and exceptions of record and in patents from the United States or the State of Montana, all existing easements and rights of way of record, building use, zoning, sanitary and environmental restrictions, and all prior conveyances, leases or transfers of any interest in minerals including oil, gas and other hydrocarbons.

Being the same property conveyed to [REDACTED] in deed dated June 23, 2014 recorded June 24, 2014 in Instrument [REDACTED] in the County of Yellowstone and State of Montana.

More commonly known as [REDACTED], Billings, MT 59101

Tax ID: [REDACTED]

To whom it at concern,

I am applying for hardship assistance because I lost my job May 8, 2015. I am receiving unemployment but it is not enough to pay my mortgage and my other bills. I receive \$258 a week. I am actively looking for a job and have had a couple of interviews that have not panned out. As soon as I have a job I will be able to make my payments again.

Thank you for your consideration.



---

SECMTB



08 November 2016

[REDACTED]

[REDACTED]

BILLINGS MT 59101-4618

Loan #: [REDACTED]

Dear [REDACTED],

We would like to inform you that your application for a Modification has been granted. This approval is subject to the following terms and conditions:

Capitalized Fees:		AMOUNT TO BE PAID BY MORTGAGOR	
Capitalized Interest at	3.7790%	\$0.00	Title Fees and Costs: \$0.00
***Interest to	10/1/2016		Interest: \$0.00
Capitalized Corp. Adv:		\$0.00	Corp Advance: \$0.00
Capitalized Escrow shortage:		\$0.00	Escrow Shortage: \$0.00
Capitalized Late Chgs:		\$0.00	Lt Charges and Inspection Fees: \$0.00
Suspense Amt:		\$0.00	less: Suspense \$0.00
Add'l Capitalized Amt:		\$0.00	Prepaid 1st Payment \$0.00
<b>Total Capitalized Amt:</b>		<b>\$0.00</b>	<b>Total Due from Mortgagor \$0.00</b>

Please be advised that the above fees and costs are estimates. If the estimates are higher than the actual cost you will be refunded the difference, however, if the estimate is lower than the actual cost you will be responsible to pay the difference.

The total amount of \$0.00 must be remitted in certified funds with the executed documents. All documents required to complete the transaction must be executed and returned with your certified funds to M&T Bank on or be **23 November 2016**

Information on this loan has been provided for your use only. Do not use for payoff or assumption purposes. The status of your mortgage loan after the terms have been modified will be as follows:

**MODIFIED LOAN**

Int. Bearing PB	\$ 103,482.92
Interest Rate:	3.7790%
Term (months)	360
1st Pmt Due Date:	11/1/2016
Maturity Date:	10/1/2046
P&I Payment:	\$ 480.95
Escrow Payment:	\$ 312.45
New Payment:	\$ 793.40

**Mod Agrmnt Interest Rate information**

Interest Rate	# of Payments	P&I	Payment due date
3.7790%	360	\$ 480.95	11/1/2016

**MODIFICATION CASE SUMMARY**

LOAN INFORMATION ON THE "SER1" SCREEN			
Loan Number:	[REDACTED]	a/k/a	Payment Amt: \$855.63
Mortgagor:	[REDACTED]		Mtgr SS#: [REDACTED]
Co-mortgagor:	[REDACTED]		Co-mtgr SS#: 000-00-0000
Street Address:	[REDACTED]		Interest Rate: 3.7790%
City, State, Zip:	BILLINGS MT 59101-4618		Due Date: 08/01/2015

#VALUE!

OTHER LOAN INFORMATION		PAYOFF CALCULATION TOTALS (PAY1)	
Investor: (MAS1\INV1)	LOAN SERVICING / 0212998113	Principal Balance	\$120928.94
Property Type: (PIR1 / F4)	10	Interest to: 10/01/2016	\$5712.45
Origination Date: (MAS1\NOT)	06/23/2014	Pro Rata MIP/PMI	\$0.00
Original Mtg Amt: (MAS1\NOT)	\$123219.00	Escrow Advance	\$4697.87
Orig. Appr Amt: (MAS1\APR1)	\$136500.00	Escrow Balance	\$0.00
Curr. Value Amt: (LMT1\MARK)	\$0.00	Suspense Balance	-\$843.94
TAX ID:	[REDACTED]	Restricted Escrow	\$0.00
MI Company: (MIP1)	UPF	Late Charges	\$0.00
MI Percentage: (MIP1)	0	Other fees due	\$0.00
Guaranty No:	02119.25 A	Rec Corp Adv Balance	\$0.00
Monthly Escrow Amt: (ANA1)	\$282.95	Add. Appraisal / BPO fees	\$0.00
Monthly Condo / Co-op fee:	\$0.00	Add. FC Atty fees/costs due	\$0.00
Per Diem Interest:		Total to Pay Loan in Full:	\$130,496.32

Step	Rate (%)	# of Pmts	P&I	1st Pmt Due
1	3.779%	360	\$480.95	11/01/2016
2				
3				
4				
5				

FORECLOSURE SALE LOSS ESTIMATE			
Est. FC Sale Date:	1/0/1900	Total current FC fees / costs accr:	\$0.00
		est. REO sale amt. (91% of BPO)	\$0.00
Est. additional FC fees/costs:	\$3,000.00	Broker's Comm: (6% or \$3000)	\$3,000.00
Escrow: (FC Sale + 6 mths)	#NUM!		
Taxes & Fees due at closing:	\$0.00		
Legal Closing Costs:	\$0.00		
Condo / Co-op (FC Sale + 6 mths)	#NUM!		
Prop. Pres. Costs:	\$0.00		
Other:	\$0.00		
Additional Interest to FC Sale:	\$0.00		
Net Sale Proceeds:	#NUM!		
Total Debt (current)	\$130,496.32		
Less Net Sale Proceeds:	#NUM!		
Less PMI Claim: (approx)	\$0.00		
Total FC SALE Loss:	#NUM!		

AMOUNT TO BE CAPITALIZED			
Capitalized Fees:	\$0.00	PC Arrearage:	\$0.00
Capitalized Interest:	\$5,712.45		
Capitalized Corp. Adv:	\$0.00		
Capitalized Escrow shortage:	\$4,697.87		
Capitalized Late Chgs:	\$0.00		
Suspense Amt:	\$843.94		
Add'l Capitalized Amt:			
Total Capitalized Amt:	\$0.00		\$9,566.38

CURRENT LOAN		MODIFIED LOAN		DEFERRED BAL:	
Current Principal Balance:	\$120,928.94	Int. Bearing PB	\$103,482.92		
Interest Rate:	3.77900%	Interest Rate:	3.7790%		\$17,446.02
Term (months):	360	Term (months):	360		
1st Pmt Due Date:	08/01/2014	1st Pmt Due Date:	11/01/2016		10/01/2046
Maturity Date:	07/01/2044	Maturity Date:	10/01/2046		Maturity Date Validated
Monthly P&I Payment:	\$572.68	P&I Payment:	\$480.95		Review First P&I
Monthly Escrow Payment:	\$282.95	Escrow Payment:	\$312.45		
Total Monthly Payment:	\$855.63	New Payment:	\$793.40		0.00

**CASE SUMMARY / RECOMMENDATION**

Principal Balance at the time of approval: \$121,310.84  
 Due Date: 08/01/2016

COMBO- \*\*\*\*OFFSET - 54R20, Use code PRCL\*\*\*\*FHA HAMP PARTIAL CLAIM WITH A MOD

**PROPERTY VALUE DATA**

VALUE #	PROVIDER	DATE	VALUE
Value #1:		MMDDYY	0.00
Value #2:			

**LOSS AUTHORIZATION**

Prepared By: Valencia Almond *Valencia Almond* Date: 1-Sep-16

Dept. Mgr (to \$25K): Lynne Hubert *Lynne Hubert* Date: 9/2/16

Dept. Mgr (to \$75K): \_\_\_\_\_ Date: \_\_\_\_\_

Default Mgr (to \$250K): \_\_\_\_\_ Date: \_\_\_\_\_

Servicing Mgr (>\$250K): \_\_\_\_\_ Date: \_\_\_\_\_

Cost Center to Allocate Loss: \_\_\_\_\_ Closing - QC Date and Initials: \_\_\_\_\_

SECMTB

KEEP THIS DOCUMENT TO RETURN WITH YOUR FIRST PAYMENT



7-Nov-16

~~APRIL L JALL~~

~~1001966155~~  
BILLINGS MT 59101-4618

Loan #: ~~0091966155~~  
Dear ~~APRIL L JALL~~,

Below please find a substitute payment coupon for the month of November. The escrow account on your mortgage is currently being reanalyzed therefore there may be a slight adjustment to your loan payment amount. You will continue to receive monthly statements. Until you receive a statement indicating your new payment amount, please forward your payments to the following address:

M&T Bank  
P.O. Box 840  
Buffalo, NY 14240-0840  
Attn: Homeowner Assistance Center

If you have any questions, please contact me at 800-724-1633

Sincerely,

Homeowner Assistance Center

Encs.

\*\*\*\*\*TEAR HERE\*\*\*\*\*



**\*\*PAYMENT COUPON\*\***

ACCOUNT NUMBER

~~0091966155~~

PAYMENT DUE DATE November 1, 2016

NAME ~~APRIL L JALL~~

REGULAR PAYMENT

793.40

ESCROW

PRINCIPAL

LATE CHARGES

FEES

SUSPENSE

TOTAL PAYMENT **793.40**

# M&T Bank

Please retain one copy for your records and mail the other signed agreement to:

M&T Bank  
P.O. BOX 840  
Buffalo, NY 14240

.....  
Loan No.: 0091906455

May 19, 2016

I/we accept and agree to the terms of this Trial Payment Plan Offer

 31 day of May, 2016.

Borrower

\_\_\_\_\_

Co-Borrower

\_\_\_\_\_

Co-Borrower (if applicable)

\_\_\_\_\_

Co-Borrower (if applicable)

\_\_\_\_\_

Non-Obligor (Signing solely in connection with any interest held in the property.)

\_\_\_\_\_

Non-Obligor (Signing solely in connection with any interest held in the property.)

LM098/698/798 FHA HAMP Trial Plan

# M&T Bank

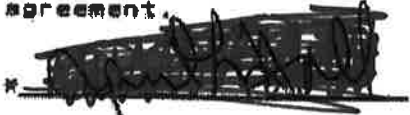
**To accept this offer:**

You have until 06-02-16 to notify M&T Bank, either by telephone at 1-800-724-1633 or in writing to P.O. Box 840 Buffalo, NY 14240 if you would like to accept this offer. In addition to notifying M&T Bank that you would like to accept this offer, the signed FHA-HAMP Trial Payment Plan Agreement must be returned to M&T Bank before the end of the month that your first payment is due. If the signed Agreement is not timely returned to M&T Bank, it will result in the failure of the Trial Payment Plan. This is important because a Trial Payment Plan failure may result in the referral of your mortgage to foreclosure, or if your loan has already been referred to foreclosure, the foreclosure proceedings may re-commence and a foreclosure sale may occur.

**Required Signatures to the FHA-HAMP Trial Payment Plan Agreement:**

\* 

This person must sign to acknowledge and consent to the placing of a lien on the property address listed above that is superior to any interest this person may currently have, or obtain in the future. This person is not personally liable or responsible for any debt associated with this agreement.

\* 

This person must sign to acknowledge and consent to the placing of a lien on the property address listed above that is superior to any interest this person may currently have, or obtain in the future. This person is not personally liable or responsible for any debt associated with this agreement.

**Closing Requirements:**

In addition to the monthly Trial Payment Plan payments, the following closing requirements must be satisfied to remain eligible for a permanent modification.

**Clear Title:**

M&T Bank obtains a title search, or similar request, to verify that the title to your property is free from any potential or existing liens or title issues. M&T Bank notifies you in writing of the results of its title search/request, and whether any potential or existing liens or title issues need to be resolved by the time you make your final Trial Payment Plan payment. You must be able to demonstrate that any potential or existing liens or title issues that are identified prior to, or during, the Trial Payment Plan period are resolved by the time you make your final Trial Payment Plan payment.

LM098/698/798

Payment Processing: P.O. Box 62182, Baltimore, MD 21264-2182

Notice of Error or Information Requests: M&T Bank, P.O. Box 62900, Baltimore, MD 21264-2900

Mortgage account information: 1 800 724 1633, just a click away at mtb.com.



Investor Loan No.: 0091986455

Prepare By and After Recording, Return To:  
Ianniello Anderson, P.C.  
Loss Mitigation Dept  
805 Route 146  
Clifton Park, NY 12065

### HOME AFFORDABLE MODIFICATION AGREEMENT

Borrower ("I"): [REDACTED] whose address is [REDACTED] Billings, MT 59101 ("Borrower").

Lender or Servicer ("Lender"): Lakeview Loan Servicing, LLC ("Lender"), with an address of 4425 Ponce de Leon Blvd, 5th Floor, Coral Gables, FL 33146.

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): June 23, 2014.

Original mortgage for \$123,219.00 to Mortgage Electronic Registration Systems, Inc. as nominee for Flagstar Bank, FSB, recorded June 24, 2014 in the real property records of Yellowstone County, Montana in Document Number [REDACTED].

Assignments: Assigned from Mortgage Electronic Registration Systems, Inc. as nominee for Flagstar Bank, FSB to Lakeview Loan Servicing, LLC by Assignment dated September 14, 2016 to be simultaneously recorded herewith in the real property records of Yellowstone County, Montana.

Property Address ("Property"): [REDACTED] Billings, MT 59101, and more particularly described as follows:

All that property situate in the County of Yellowstone and State of Montana described as:

[REDACTED]

Subject to all reservations and exceptions of record and in patents from the United States or the State of Montana, all existing easements and rights of way of record, building use, zoning, sanitary and environmental restrictions, and all prior conveyances, leases or transfers of any interest in minerals including oil, gas and other hydrocarbons.

Tax ID: [REDACTED]

<sup>1</sup> If more than one Borrower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

If my representations and covenants in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations and Covenants.** I certify, represent to Lender, covenant and agree:
  - A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents or my default is imminent, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
  - B. One of the borrowers signing this Agreement lives in the Property as a principal residence, and the Property has not been condemned;
  - C. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage;
  - D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification Program ("Program"));
  - E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
  - F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
  - G. I have made or will make all payments required under a trial period plan.
2. **Acknowledgments and Preconditions to Modification.** I understand and acknowledge that:
  - A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and

- B. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.
3. **The Modification.** If my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on **November 1, 2016** (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a trial period plan, this modification will not take effect. The first modified payment will be due on **November 1, 2016**.

A. The Maturity Date will be: **October 1, 2046**.

B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be **\$120,928.94** (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.

C. \$17,446.02 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$103,482.92. Interest at the rate of 3.779% will begin to accrue on the Interest Bearing Principal Balance as of October 1, 2016 and the first new monthly payment on the Interest Bearing Principal Balance will be due on November 1, 2016. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	No. of Monthly Payments
30	3.779%	\$480.95	\$312.45 may adjust periodically	\$793.40 may adjust periodically	November 1, 2016	360

\*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
  - E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.
  - F. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Loan Documents by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the Maturity Date.
  - G. I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
4. **Additional Agreements.** I agree to the following:
- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.
  - B. That this Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.
  - C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
  - D. Funds for Escrow Items. I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender

requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.D. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.D.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to me for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

- E. That the Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.

- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification Program.
- L. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the trial period plan and this Agreement by Lender to (i) the U.S. Department of the Treasury, (ii) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (v) any HUD certified housing counselor.
- M. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this Section 4.M. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- N. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.

In Witness Whereof, the Lender and I have executed this Agreement.

Signed, Sealed and Delivered in the Presence of:

[Redacted Signature]

(Seal)

State of Montana

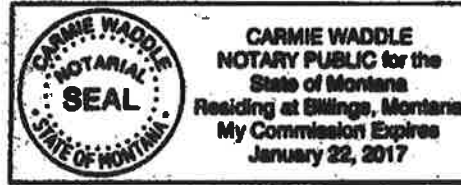
County of Yellowstone

This instrument was acknowledged before me on 11-21-2016 by [Redacted Name]

[Signature]  
Notary Public

Carmie Waddle  
Notary's Printed Name

My Commission Expires: 1-22-2017



**Borrower(s) Financial Report**

Loan Number: \_\_\_\_\_  
 Property Address: ~~XXXXXXXXXX~~  
 Billings MT 59101

**Borrower**

Name: ~~XXXXXXXXXX~~ Social Security #: ~~XXXXXXXXXX~~  
 Mailing Address: SAME AS ABOVE Home Phone #: ~~XXXXXXXXXX~~  
 Work Phone #: \_\_\_\_\_  
 Cell Phone #: \_\_\_\_\_  
 Email: ~~XXXXXXXXXX~~

**Co-Borrower**

Name: \_\_\_\_\_ Social Security #: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ Home Phone #: \_\_\_\_\_  
 Work Phone #: \_\_\_\_\_  
 Cell Phone #: \_\_\_\_\_  
 Email: \_\_\_\_\_

**General Questions**

**Borrower**

Do you occupy the property: Yes:  No:   
 Do you wish to retain the property: Yes:  No:

Employment Status (check applicable box):

Self Employed   
 Employed  Date of hire: \_\_\_\_\_  
 Unemployed  Date of unemployment: \_\_\_\_\_

If unemployed are you actively seeking employment?  
 Yes:  No:

Filed Bankruptcy? Yes:  No:

Chap 13:   
 Chap 7:   
 Filing Date: \_\_\_\_\_  
 Bankruptcy case number: \_\_\_\_\_  
 Attorney's Name and Telephone number: \_\_\_\_\_

**Discharged Bankruptcy?**

Yes:   
 No:   
 Date that the Bankruptcy was discharged: \_\_\_\_\_

**Household Composition:**

Number of adults: 1 Number of children: 2 Number of cars: 1

**Contribution towards arrearage:**

Amount: \$ \_\_\_\_\_ Date available: \_\_\_\_\_

**Co-Borrower**

Do you occupy the property: Yes:  No:   
 Do you wish to retain the property: Yes:  No:

Employment Status (check applicable box):

Self Employed   
 Employed  Date of hire: \_\_\_\_\_  
 Unemployed  Date of unemployment: \_\_\_\_\_

If unemployed are you actively seeking employment?  
 Yes:  No:

Is the borrower a service member? Yes:  No:   
 Is the co-borrower a service member? Yes:  No:

Have you recently been deployed away from your principal residence or recently received a permanent change of station order? Yes:  No:

Is the property used as a rental: Yes:  No:   
 Is the property listed for sale: Yes:  No:

If yes, please complete the following below:  
 Listing Agents Name: \_\_\_\_\_  
 Phone Number: ( ) \_\_\_\_\_ - \_\_\_\_\_  
 Current listing price: \$ \_\_\_\_\_

### Hardship

Please check all applicable boxes and address all reasons checked in accompanying hardship letter. To ensure your loan is reviewed for all available workout options, all borrowers (if applicable) must sign the letter of hardship.

- |  |   |
|--|---|
| <input type="checkbox"/> Reduction of Income           | <input type="checkbox"/> Divorce  |
| <input type="checkbox"/> Increase in living expenses   | <input type="checkbox"/> Death of a borrower, co-borrower or contributor  |
| <input type="checkbox"/> Unemployment                  | <input type="checkbox"/> Illness of borrower or co-borrower               |
| <input type="checkbox"/> Property Condition            | <input type="checkbox"/> Military Service                                 |
| <input checked="" type="checkbox"/> Payment Adjustment | <input type="checkbox"/> Business Failure                                 |
| <input type="checkbox"/> Excessive Obligations         | <input type="checkbox"/> Other, please see explanation in hardship letter |

### Financial Summary

Borrower - Monthly Income	
Gross	\$ 2,500.00
Net / Take Home	\$ 2,000.00

Co-Borrower - Monthly Income	
Gross	\$
Net / Take Home	\$

Other Income	
Unemployment	\$ 0
Alimony	\$ 0
Child Support	\$ 0
Social Security	\$ 0
Self Employed	\$ 0
Non-borrower Contribution	\$ 0
Real Estate/ Rental	\$ 0
Personal/ Retirement	\$ 0
Food Stamps	\$ 0
Disability	\$ 0
Death Benefits	\$ 0
Other	\$ 0
<b>Total</b>	<b>\$</b>

Assets - Estimated Value	
Other Real Estate	\$
Checking	\$
Savings	\$
Retirement Plan	\$
Cash Value insurance	\$
Personal Property	\$
Other Investments	\$
Other Vehicles	\$
<b>Total</b>	<b>\$</b>

Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower or Co-Borrower does not choose to have it considered for repaying this loan.

### Expenses

Installment Payments	
Monthly Credit Card	\$ 500.00
Student Loans	\$ 0
Installment for car #1	\$ 0
Installment for car #2	\$ 0
Second Mortgage	\$ 0
Rent (if not occupying the property)	\$ 0
Home Equity Loan	\$ 0
Other Loan #1	\$ 0

Transportation	
Gas	\$ 150
Auto Insurance	\$ 75
Parking	\$ 0
Bus Fare	\$ 0
Subway	\$ 0
Train	\$ 0
Car Pool	\$ 0
Other	\$ 0
<b>Total</b>	<b>\$ 225</b>

Other Loan #2	\$ 0
Total	\$
<b>Food, Clothing &amp; Other</b>	
Food	\$ 150
Clothing	\$ 0
Laundry & Dry Cleaning	\$ 0
Housekeeping Supplies	\$ 50
Total	\$ 200

<b>Other Miscellaneous</b>	
Child Support (If not deducted from pay check)	\$ 0
Child Care	\$ 0
Dependents (not living at home)	\$ 0
Tuition/ Other school expenses	\$ 0
Life Insurance	\$ 0
Health Insurance (If not deducted from pay)	\$ 0
Medical and Dental (out of pocket)	\$ 0
Religious/Charity Contribution	\$ 0
Home Maintenance	\$ 0
HOA or Condo Fee	\$ 0
Alimony (If not deducted from pay check)	\$ 0
Taxes (non-escrow loan)	\$ 0
Monthly Rental Property Loss	\$ 0
Renters Insurance	\$ 0
Other	\$ 0
Total	

<b>Utilities</b>	
Electric & Heating Fuel	\$ 50
Water & Sewer	\$ 55
Telephone/ Cell Phone	\$ 160
Garbage	\$ 40
Security/ Alarm	\$ 0
Cable TV/Satellite/ Internet	\$ 60
Total	365


I further certify that, to the best of my knowledge and belief, the information in this affidavit, is true, complete, and correct.

Name:		Date:	4/4/16
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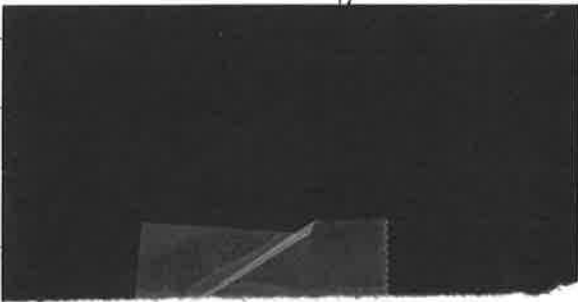
Name:		Date:	
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4/4/11

To whom it may concern,

I am applying for a modification after being unemployed. I am currently working for the  ~~company~~. My hours vary from week to week. I am guaranteed 10 hours a week but often get more. Some weeks I get over time which these paychecks reflect, but we are getting into a slow period and last week I had 30 hours. I hope you will take that into consideration and not go off my hours including the overtime.

Thank you





**Regular City Council Meeting**

**Meeting Date:** 07/24/2017

**TITLE:** Tierra Yellowstone Subdivision - Preliminary Minor Plat

**PRESENTED BY:** Wyeth Friday

**Department:** Planning & Community Services

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**PROBLEM/ISSUE STATEMENT**

- On June 15, 2017, Sanderson Stewart, agent for Red Lodge Investment, LLC, applied for Preliminary Subsequent Minor plat approval for Tierra Yellowstone Subdivision. The proposed subdivision creates 5 lots from one lot. The subject property is generally located on the northwest corner of South 32<sup>nd</sup> Street West and Conrad Road. The property is zoned Controlled Industrial (CI). The land is vacant at this time.

**ALTERNATIVES ANALYZED**

In accordance with State law, the City Council has 35 working days to act upon this minor preliminary plat. The 35 working-day review period for the proposed plat ends on August 4, 2017. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 35 working-day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat.

**FINANCIAL IMPACT**

If the City Council approves the preliminary plat, the subject property may further develop under private ownership, resulting in additional tax revenues.

**BACKGROUND**

**PROCEDURAL HISTORY**

- A pre-application meeting was held on May 4, 2017 to discuss the proposal.
- The preliminary plat application was submitted to the Planning Division on June 15, 2017.
- A departmental review comments were returned on June 29, 2017.
- The City Council will consider the preliminary plat on July 24, 2017.
- The 35 working-day preliminary plat review period ends August 4, 2017.

**PLAT INFORMATION**

General location:  
Street West and Conrad Road

Generally located on the northwest corner of South 32<sup>nd</sup>

Legal Description:

Amended Tract 22A of COS 1147

Owner/Subdivider: Red Lodge Investment, LLC

Engineer and Surveyor: Sanderson Stewart

Existing Zoning: CI

Existing land use: Vacant Land

Proposed land use: Commercial

Gross and Net area: 5.5 acres

Proposed number of lots: 5

Lot size: Max: 1.5 acres  
Min.: 0.71 acres

Parkland requirements: In accordance with 76-3-621(3)(c), MCA this subdivision is exempt from parkland dedication.

Variance requested: No variances have been requested.

## **STAKEHOLDERS**

A public hearing is not scheduled for the City Council meeting; however, nearby property owners may attend the City Council meeting. The Planning Division has received no public comments or questions regarding the proposed subdivision.

## **CONSISTENCY WITH ADOPTED POLICIES OR PLANS**

Consistency with the 2016 Growth Policy, the 2014 Transportation Plan Update, and the Billings Area Bikeway and Trail Master Plan are discussed within the Findings of Fact.

## **SUMMARY**

One of the purposes of the City's subdivision review process is to identify potential negative effects of property being subdivided. When negative effects are identified it is the subdivider's responsibility to mitigate those effects. Various City departments have reviewed this application and provided input on effects and mitigation. The Findings of Fact, which are presented as an attachment, discuss potential negative impacts of the subdivision and conditions of approval are recommended as measures to further mitigate any impacts. In this case, there were found to be minimal impacts from this proposed subdivision.

## **RECOMMENDATION**

Planning staff recommends the City Council conditionally approve the Preliminary Minor Plat of the Tierra Yellowstone Subdivision and adopt the Findings of Fact as provided with this report. The conditions of approval are as follows:

1. To protect public health and safety and to ensure correct installation of public infrastructure, prior to final plat approval the applicant will submit drawings and specification to City Engineering for approval prior to any installation of water and sewer

services needed as part of this subdivision.

2. To ensure the provision of easements for utilities, prior to final plat approval the subdivider shall provide utility easements on the final plat requested by the private utility companies.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Findings of Fact  
Proposed Preliminary Plat  
Mayor's Approval Letter  
Site Pictures

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## FINDINGS OF FACT

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

### **A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3)(a) and BMCC 23-303(H)(1)]**

#### **1. Effect on agriculture and agricultural water user facilities**

The subject property is not used for agriculture, although Canyon Creek Ditch does cross the property. The proposal may help alleviate development pressure on existing agricultural areas by creating additional lots in a non-agriculture area of Billings where development continues to take place around the subject property. There is no anticipated negative effect on agricultural irrigation facilities or agriculture from this proposal.

#### **2. Effect on local services**

- a. **Utilities** – Water service for the proposed lots is provided by the City of Billings. There is existing water service from a 12-inch water main extended in Conrad Road from a public main in south 32<sup>nd</sup> Street West. All water line connections for individual lots shall meet City of Billings Public Works Department and Montana DEQ standards, rules, and regulations. **(Condition #1)**

Sewer services are to be provided by the City of Billings. The existing sewer service is from the sewer main in South 32<sup>nd</sup> Street West. An 8-inch diameter sanitary sewer main in Conrad road will provide sewer services to each lot within the proposed subdivision. All sewer line installation shall meet City of Billings Public Works Department and Montana DEQ standards, rules, and regulations. **(Condition #1)**

Private utilities such as electric and gas are available to the lots upon development. To ensure the proper utility easements are provided, it is recommended that the developer consult with the utility companies and place the requested easements on the final plat. **(Condition #2)**

- b. **Storm water** – There is an existing 24-inch diameter storm drain in Conrad road that ends west of the common lot line of Lots 2 and 3, Block 1. An 18-inch diameter storm drain pipe is to be installed to provide stormwater services out to Lot 5. All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the *Stormwater Management Manual* in place at the time of development. A complete stormwater management plan shall be submitted to the City Engineering Division and Montana Department of Environmental Quality for review and approval at the time of development. This requirement is called out in the SIA under the heading **V. Storm Drainage**.

- c. **Solid waste** - The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.
- d. **Streets** – The property currently has access to a platted road, Conrad Road, which is a 60-foot-wide right of way. Conrad Road will be built to provide a 44 foot back to back curb street width to the cul-de-sac bulb just west of the common lot line between Lots 3 and 4. From that point going west it will be a 34 foot back to back width. The roads will be built to meet all the requirements of the City of Billings Engineering Division. Access into each lot will be constructed at the time of lot development.
- e. **Emergency services** - The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. This property is serviced by Fire Station #5 which is located at 605 South 24<sup>th</sup> Street West. The subdivision is located within the ambulance service area of American Medical Response.
- f. **Schools** – This subdivision should have a minimal effect on schools as it is a commercial development and will not add any housing to the area.
- g. **Parks and Recreation** - Parkland dedication is not required for this subdivision pursuant Section 23-1008, A. A minor Subdivision and C. Subdivision into parcels that are all nonresidential.
- h. **Mail Delivery** - The subdivider will provide centralized delivery boxes for the United States Postal Service with the appropriate pullout to accommodate a mail carrier vehicle. The location will be reviewed and approved by the USPS prior to installation.

### **3. Effect on the natural environment**

The proposed subdivision should have only minor effects on the natural environment. There will be short term air and noise pollution associated with construction on the property. Storm water shall be managed in compliance with an approved plan and the property is outside of the flood plain. New development on the property will need to prepare and submit a project-specific geotechnical analysis to minimize any potential impacts from soil and groundwater conditions.

### **4. Effect on wildlife and wildlife habitat**

The proposed subdivision should not affect wildlife or habitat. There are no known endangered or threatened species on the property.

### **5. Effect on the public health, safety and welfare**

The subdivision should not negatively affect public health or safety. The subject property is not within a mapped floodway or flood zone. A geotechnical survey will be required prior to construction to ensure appropriate foundation designs are installed based on the subsurface conditions. There are no obvious threats to public health, safety or welfare.

**B. Was an Environmental Assessment required? [MCA 76-3-616 and BMCC 23-901]**

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA and 23-901, BMCC.

**C. Does the subdivision conform to the Yellowstone County-City of Billings 2008 Growth Policy Update, the 2006 Billings Heights Neighborhood Plan, the 2014 Billings Urban Area Long Range Transportation Plan, and the Billings Area Bikeway and Trails Master Plan? [BMCC 23-303(H)(3)]**

**1. City of Billings 2016 Growth Policy**

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

- a. **Essential Investments (relating public and private expenditures to public values):** Infill development and development near existing City infrastructure may be the most cost effective. (p.6) Neighborhoods that are safe and attractive and provide essential services are much desired (p. 7).
- b. **Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Neighborhoods that are safe and attractive and provide essential services are much desired (p.8). Implementation of the Infill Policy is important to encourage development of underutilized properties. (p.8)
- c. **Prosperity (promoting equal opportunity and economic advancement)** A diversity of available jobs can ensure a strong Billings' economy. Successful businesses that provide local jobs benefit the community. (p.9)

**2. 2014 Billings Urban Area Long Range Transportation Plan**

The proposed subdivision adheres to the goals and objectives of the 2014 Transportation Plan and preserves the street network and street hierarchy specified within the plan.

**3. Billings Area Bikeway and Trail Master Plan**

The Billings Area Bikeway and Trail Master Plan covers this area. The nearest identified bike trail is on Gabel Road north of the subject property. No new improvements will be required with this subdivision to meet the Trail Plan recommendations.

**D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608(3)(b), BMCC 23-303(H)(2)]**

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

**E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-303(H)(2)(e)]**

The subject property is located in Controlled Industrial zoning. All development shall comply with the standards set forth in Section 27-309, BMCC. Final zoning compliance will be determined at the time of the building permit.

**F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608(3)(c) and BMCC 23-303(H)(2)(b)]**

The plat will provide easements for utilities within the proposed subdivision. It is recommended that the developer work with NWE and MDU and show the needed easements on the final plat.

**G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608(3)(d) and BMCC 23-303(H)(2)(c)]**

Access to the subdivision will be from Conrad Road. Accesses to each lot will be determined at the time of lot development. The plat does provide legal and physical access to each lot.

**CONCLUSIONS OF FINDING OF FACT**

- The preliminary plat for Tierra Yellowstone Subdivision, does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several goals and policies of the 2016 Growth Policy, and does not conflict with the 2014 Transportation Plan or the Bikeway and Trail Master Plan.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

Approved by the Billings City Council, July 24, 2017

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Thomas W. Hanel, Mayor

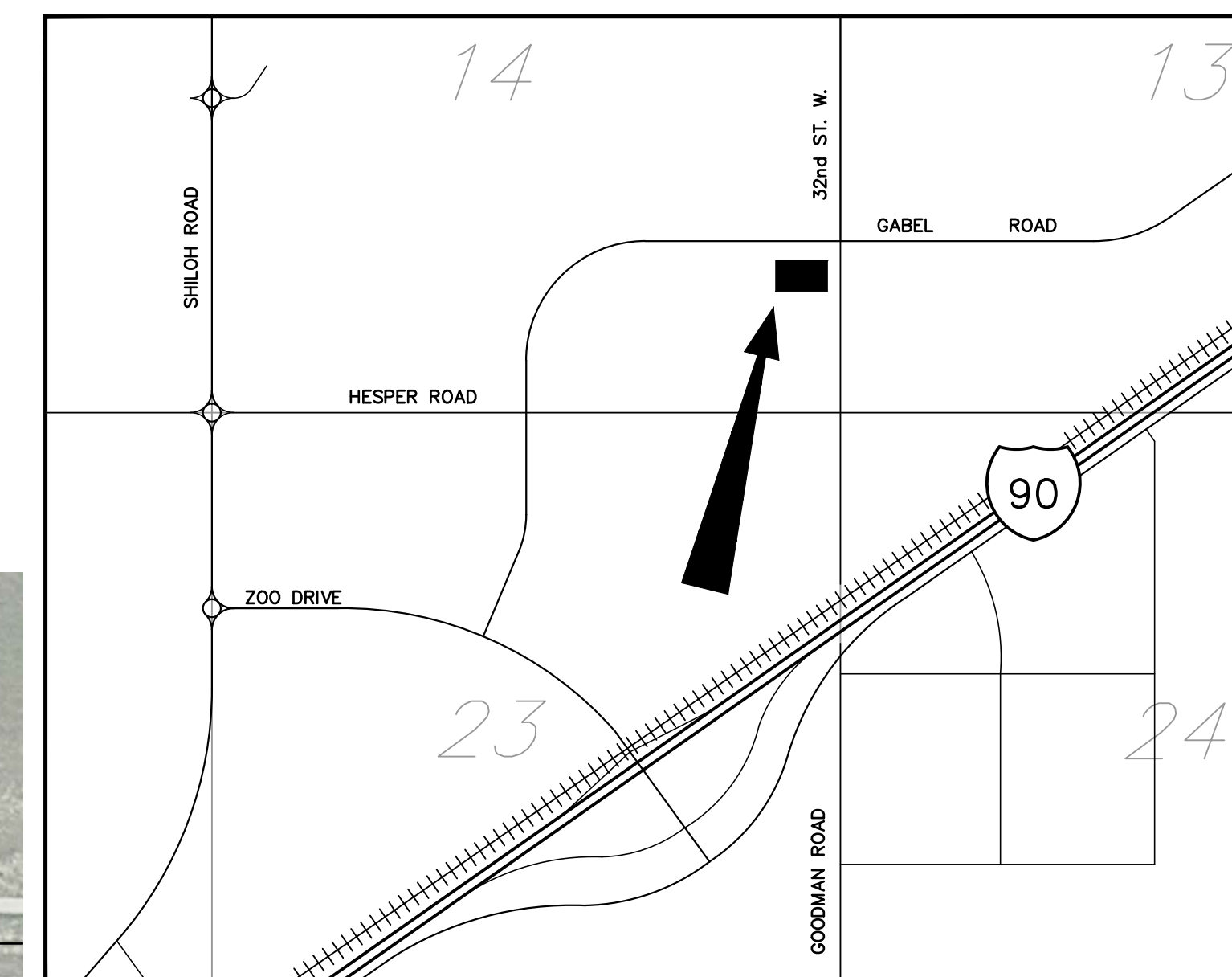
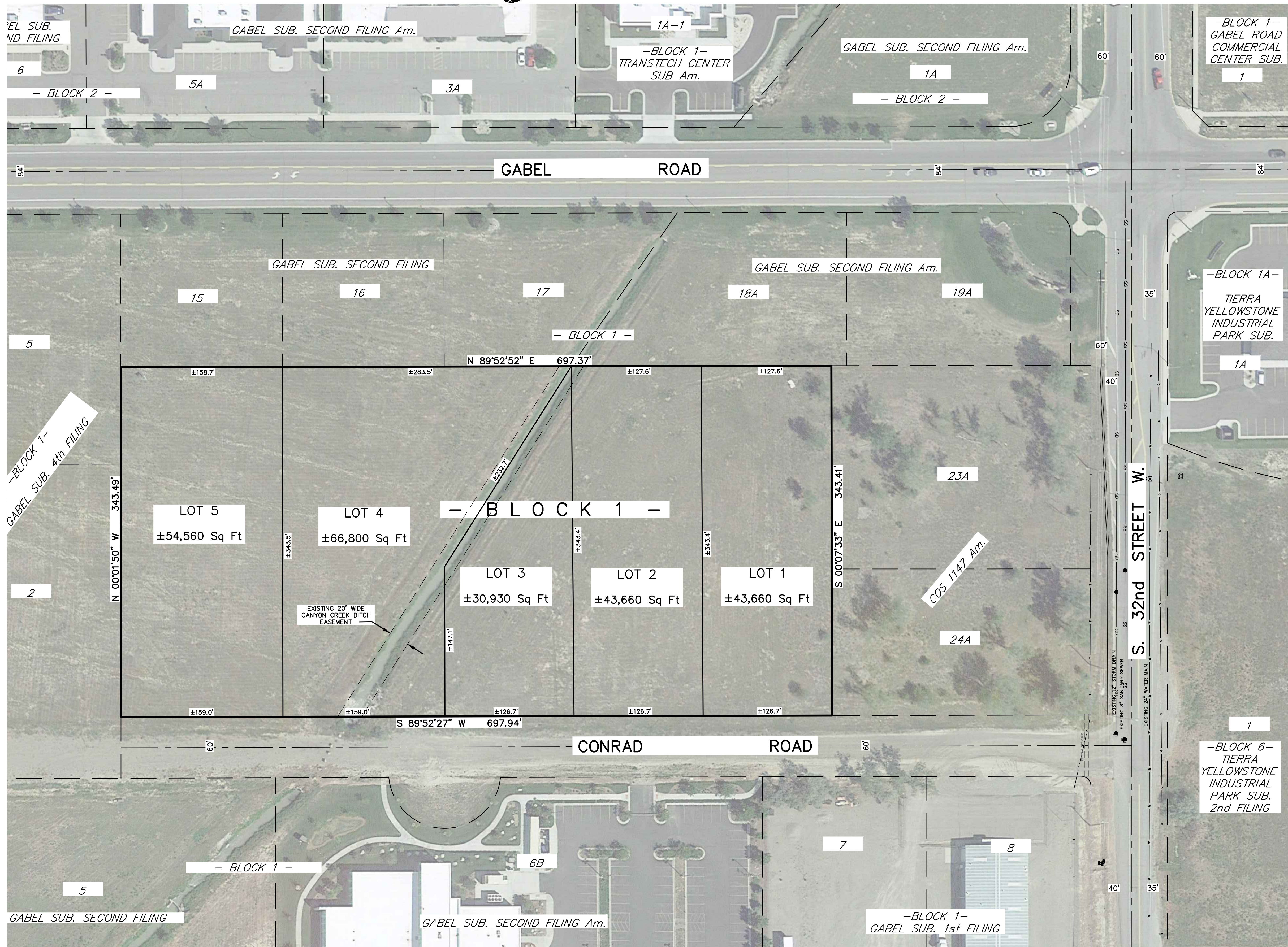
CONCEPT PROPOSED PLAT OF  
**TIERRA YELLOWSTONE SUBDIVISION**  
 BEING TRACT 22A OF AMENDED CERTIFICATE OF SURVEY No 1147  
 SITUATED IN THE SE1/4 OF SECTION 14, T. 1 S., R. 25 E., P.M.M.  
 IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : RED LODGE INVESTMENT, LLC

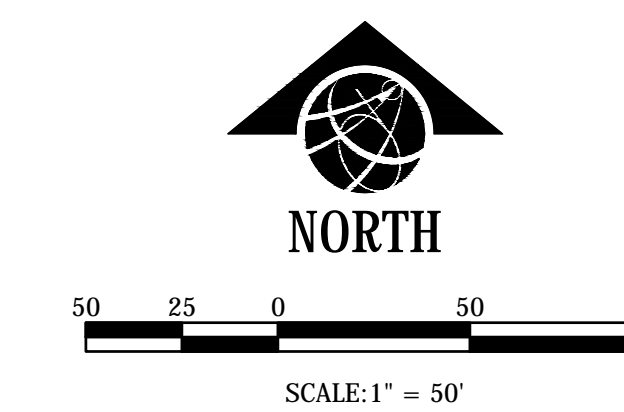
APRIL 2017

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



VICINITY MAP  
 NOT TO SCALE



**PLAT DATA**

GROSS AREA	= 239,607 Sq Ft or 5.501 Acres
NET AREA	= 239,607 Sq Ft or 5.501 Acres
NUMBER OF LOTS	= 5
MINIMUM LOT SIZE	= ±30,930 Sq Ft or 0.71 Acre
MAXIMUM LOT SIZE	= ±66,800 Sq Ft or 1.53 Acres
LINEAL FEET OF STREETS	= 0
PARKLAND REQUIREMENT	= NONE; NON-RESIDENTIAL
EXISTING ZONING	= CONTROLLED INDUSTRIAL
SURROUNDING ZONING:	
NORTH	= CONTROLLED INDUSTRIAL
SOUTH	= CONTROLLED INDUSTRIAL
EAST	= CONTROLLED INDUSTRIAL
WEST	= CONTROLLED INDUSTRIAL
EXISTING LAND USE	= VACANT
PROPOSED LAND USE	= FUTURE COMPATIBLE DEVELOPMENT

P:\0004\_02\_CONCEPT1.DWG 11/14/17 11:05:10 AM



*CITY OF BILLINGS*  
*THOMAS W. HANEL, MAYOR*  
*P.O. BOX 1178*  
*BILLINGS, MONTANA 59103*  
*(406) 687-8296*  
*FAX (406) 657-8390*

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July 24, 2017

Red Lodge Investment, LLC  
P.O. Box 1203  
Billings, MT 59103

Dear Applicant:

On July 24, 2017, the Billings City Council conditionally approved the preliminary plat of Tierra Yellowstone Subdivision, subject to the following conditions of approval:

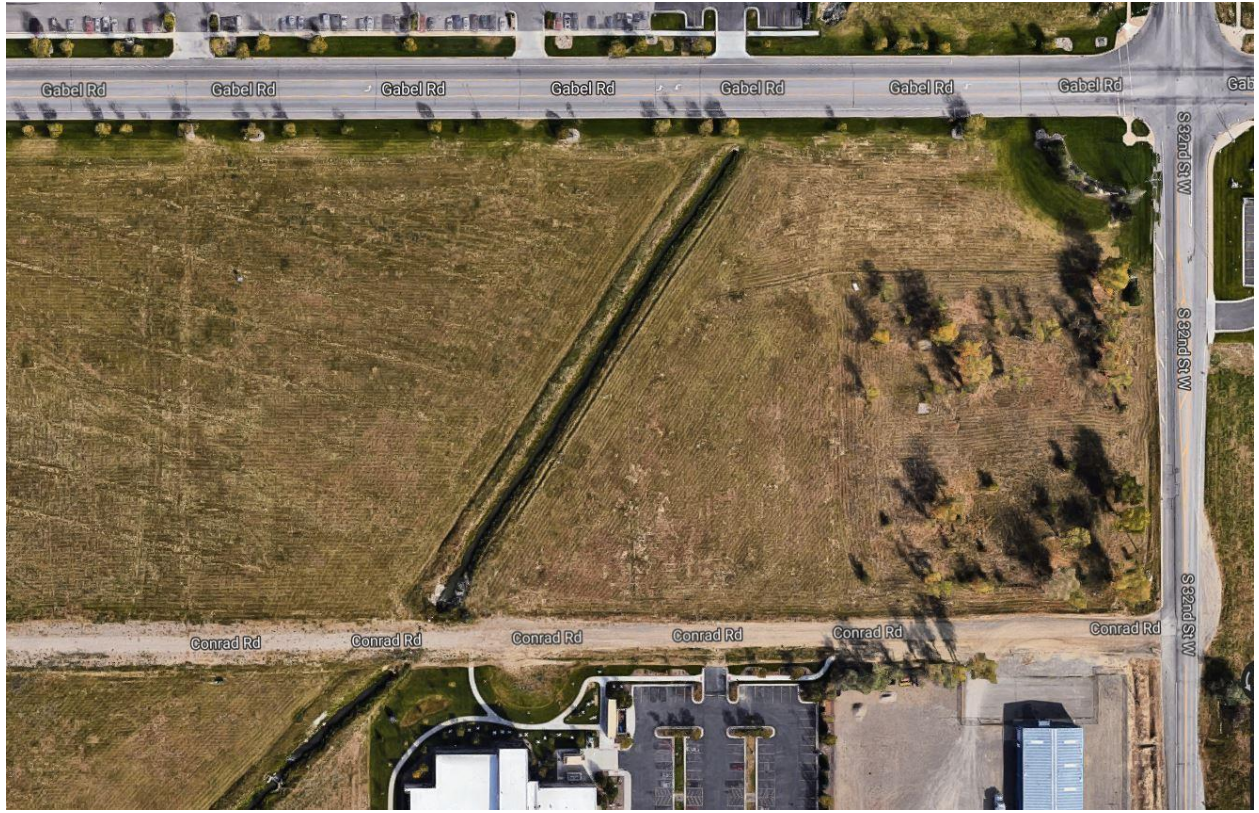
1. To protect public health and safety and to ensure correct installation of public infrastructure, prior to final plat approval the applicant will submit drawings and specification to City Engineering for approval prior to any installation of water and sewer services needed as part of this subdivision.
2. To ensure the provision of easements for utilities, prior to final plat approval the subdivider shall provide utility easements on the final plat requested by the private utility companies.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have questions please contact the Dave Green at (406) 247-8666 or by email at [greend@ci.billings.mt.us](mailto:greend@ci.billings.mt.us) .

Sincerely,

---

Thomas W. Hanel, Mayor



Aerial view



Conrad Road looking west



Looking north on South 32<sup>nd</sup> Street West subject property to the left.



Looking west across subject property from South 32<sup>nd</sup> Street West

**Regular City Council Meeting**

**Meeting Date:** 07/24/2017

**TITLE:** Sartorie Subdivision, 2nd Filing - Preliminary Major Subdivision

**PRESENTED BY:** Wyeth Friday

**Department:** Planning & Community Services

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**PROBLEM/ISSUE STATEMENT**

On April 3, 2017, Blueline Engineering, the agent for the owners, Richard and Mae Sartorie, applied for preliminary major plat approval for Sartorie Subdivision, 2nd Filing. The proposed subdivision creates 9 new lots for residential development. The subject property is generally located at 1880 Hawthorne Lane on the northwest corner of Hawthorne Lane and Kyhl Lane in the Billings Heights area. The property is zoned Residential-7000 (R-70). This property is in the County and is going through the annexation process. The City Council will consider the annexation before it acts on this preliminary plat. On May 3, 2017, the agent on behalf of the property owner, requested a 30-day delay of the application, which placed it on the June schedule for Planning Board review and public hearing and to the City Council in July. The Yellowstone County Board of Planning conducted a public hearing on June 27th, 2017.

**ALTERNATIVES ANALYZED**

In accordance with State law, the City Council has 60 working days to act upon this major preliminary plat. The 60 working day review period for the proposed plat ends on July 26, 2017. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 60 working day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat.

**FINANCIAL IMPACT**

If the City Council approves the preliminary plat, the subject property may further develop under private ownership, resulting in additional tax revenues.

**BACKGROUND**

**PROCEDURAL HISTORY**

- A pre-application meeting was held on November 10, 2016 to discuss the proposal.
- The preliminary plat application was submitted to the Planning Division on April 3, 2017.
- A departmental review meeting was conducted on April 20, 2017.
- On May 3, 2017 the agent for the property owner requested a 30-day delay.
- The preliminary plat was resubmitted with revisions, based on department reviews, on May 25, 2017.
- The Planning Board reviewed the plat on June 13, 2017.

- The Planning Board conducted a public hearing on June 27, 2017, and forward a recommendation to the City Council.
- The City Council will consider the preliminary plat on July 24, 2017.
- The 60 working-day preliminary plat review period ends July 26, 2017.

**PLAT INFORMATION**

General location: 1880 Hawthorne Lane on the northwest corner of Hawthorne Lane and Kyhl Lane

Legal Description: Certificate of Survey 840, Parcel 2B-2, Amended; Section 14, Township 1N, and Range 24E

Owner/Subdivider: Richard Jr. & Mae Sartorie

Engineer and Surveyor: Blueline Engineering

Existing Zoning: R-70

Existing land use: Vacant/Farm

Proposed land use: Single-family residential

Gross area: 2.33 acres

Proposed number of lots: 9

Lot size: Max: 10,040 square feet  
Min.: 7,296 square feet

Parkland requirements: Parkland requirements for the 2<sup>nd</sup> Filing: 0.19 acres  
The applicant is proposing to make a cash contribution for parkland dedication.

Variance requested: No variances have been requested.

**STAKEHOLDERS**

A brief presentation was given to the Planning Board by Planning Staff. There were no question from Planning Board members.

Planning Board President Tunncliff opened the public hearing, there was no one to speak in favor or opposition of the application. The public hearing was closed. A motion to forward a recommendation of conditional approval was made and seconded. The Planning Board voted unanimously to approve the motion.

**RECOMMENDATION**

The Planning Board recommends conditional approval of the preliminary plat of Sartorie Subdivision, 2<sup>nd</sup> Filing to the City Council, and adoption of the Findings of Fact as presented in the staff report. The conditions of approval are as follows:

1. To minimize the effects on local services, prior to final plat approval the subdivider will provide a letter from the United States Postal Service acknowledging its agreement with the placement of mail delivery facilities in the subdivision.
2. To ensure all local and state regulations have been met regarding the plat, prior to final plat approval the applicant shall lift the ag-restriction placed on the parcel when it was created.
3. To reduce the effect on local services and ensure utility companies are able to install utilities for the proposed subdivision, the applicant shall show utility easements on the face of the plat as requested and approved by the utility companies.
4. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
5. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Findings of Fact  
Proposed Plat  
Aerial View  
Mayors Approval Letter

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## FINDINGS OF FACT

The Planning Board has prepared the Findings of Fact for the preliminary plat of Sartorie Subdivision, 2<sup>nd</sup> Filing. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

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

### 1. Effect on agriculture and agricultural water user facilities

The subject property is farmland currently located outside the City limits. The owners are currently going through the process of annexation to bring the property into the City Limits. The BBWA Ditch runs along the eastern edge of the property. According to the BBWA, the ditch is within an easement alongside Hawthorn Lane (Recorded ditch easement Volume U of Deeds on page 551 Plat Book 45). As the ditch travels north, it angles to the west through the property north of the subject property and then again turns north to Barrett Road. There will not be water rights transferred to the new subdivision and the BBWA ditch will remain intact for users downstream.

Though this subdivision will not have water rights or shares from the ditch, there is property to the northeast that does. This subdivision will not alter the course of the BBWA ditch.

### 2. Effect on local services

- a. **Utilities** – Water service will be provided by the County Water District of Billings Heights (CWDBH). The developer will connect to lines installed in Sartorie Road with the 1<sup>st</sup> Filing, and those line connect to a water main in Kyhl Lane. New individual services to all of the lots, and new fire hydrants, will be provided in accordance with design standards, specifications, rules and regulations of the CWDBH, Billings Fire Department, and the Montana Department of Environmental Quality (MDEQ).

Sanitary sewer service will be provided by connecting to the existing sewer lines in Sartorie Subdivision, 1<sup>st</sup> Filing, which connected to the City of Billings' sewer main in Kyhl Lane. The subdivider will install new sewer mains in the local streets and individual services for each lot in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ.

MDU will provide gas services and Northwestern Energy will provide electric services to the subdivision. Easements are shown on the face of the plat for these utilities. The utility companies have requested an 8-foot-wide utility easement on the front lot lines.

- b. **Storm water** – Storm water drainage for the public streets is proposed to be provided by curb and gutters that discharge into storm water pipes and eventually to the detention pond on the southwest corner of the Sartorie Subdivision, 1<sup>st</sup> Filing.

That water will then discharge through a storm drain pipe that is connected to a manhole in Kyhl Lane. There is proposed to be a temporary detention pond on the north end of Sartorie Road to collect runoff from Sartorie Road north of Jordyn Circle. A permanent detention facility will be created with future filings of the subdivision. These and all other drainage improvements shall also satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Department.

- c. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.
- d. **Streets** – This filing will construct new roads to meet all City of Billings road standards. There will be a continuation of Sartorie Road and a new cul-de-sac, Jordyn Circle, constructed. Sartorie Road connects to Kyhl Lane, a City public right-of-way, that is not completely built to City standards. This filing will pave a portion of Kyhl Lane right-of-way from the west edge of Sartorie Road to Brewington Drive. All streets shall be built to City standards and approved by City Engineering before construction. The future plan for this subdivision is to ultimately connect to Barrett Road with future filings as well as make a connection to the west should future development occur on the property to the west.
- e. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The subdivider will be required to install fire hydrants in the locations required by the City Fire Department. The nearest fire station is located at 1601 St Andrews Drive. (Station #6). The subdivision is located within the ambulance service area of American Medical Response (AMR).
- f. **Schools** –School District #2 provides educational services to elementary through high school students. Schools serving these students are Bitterroot Elementary, Medicine Crow Middle School, and Skyview High School. Staff did not receive any comments from the schools but in the previous filing a response from School District 2 stated that there is capacity for more students and the school has an established bus route in the area.
- g. **Parks and Recreation** – Residential subdivisions creating lots with housing densities less than one dwelling unit per ½-acre are required by State and local laws to dedicate 11% of the net land area (or provide an equivalent cash contribution) for parkland. In this filing, the 11% requirement is 0.19 acre. The applicant will be making a cash contribution for park land dedication. The Parks, Recreation and Public Lands Department is in agreement with the cash contribution proposal.
- h. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision, staff did not receive any comments back from the USPS. It would be anticipated that the USPS would require the same as the previous filing which was

individual mailboxes at each home. The applicant will need to consult with the USPS to determine what will be required. **(Condition #1)**

### **3. Effect on the natural environment**

The subject property is in an area that will most likely experience an increase in development with the new middle school nearby. The property has been used for farming for many years with suburban and urban development slowly occurring around it. The farming that has taken place on the property for years changed the natural environment that was once there. During development a stormwater pollution prevention plan is required to be used and monitored to prevent erosion on exposed ground. These provisions should help balance any impacts on the natural environment.

### **4. Effect on wildlife and wildlife habitat**

There are no known endangered or threatened species on the property. Because of the farming activity, wildlife habitat would be limited to the perimeter near the ditches and in the trees scattered about the property, although the farm activity may have provided grazing for deer in the area. There is a note in the SIA that warns future lot owners of the presence of deer in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

### **5. Effect on the public health, safety and welfare**

Based on the provision for emergency services, as discussed above, there are no anticipated effects on public health, safety and welfare resulting from this subdivision. Individual geotechnical surveys will be completed prior to home construction to ensure that foundations are built to accommodate for expanding soils and any other concerns. The SIA include a statement in the Conditions That Run with The Land that caution about the possibility of high ground water and the need to include water table information in the Geotechnical study.

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

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA.

## **C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the Urban Area Transportation Plan 2014 Update and the Billings Area Bikeways and Trail Master Plan? [BMCC 23-302(H)(4)]**

### **1. City of Billings 2016 Growth Policy**

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

- a. **Essential Investments (relating public and private expenditures to public values):** Infill development and development near existing City infrastructure may be the most cost effective. (p.6) Neighborhoods that are safe and attractive and provide essential services are much desired (p. 7).

- b. **Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels. Neighborhoods that are safe and attractive and provide essential services are much desired (p.8). Implementation of the Infill Policy is important to encourage development of underutilized properties. (p.8)
- c. **Home Base (healthy, safe and diverse housing options)** A mix of housing types that meet the needs of a diverse population is important. (p.9)

## **2. Urban Area Transportation Plan 2014 Update**

The proposed subdivision adheres to the goals and objectives of the 2014 Transportation Plan Update and preserves the street network and street hierarchy specified in the plan.

## **3. Billings Area Bikeways and Trail Master Plan**

The proposed subdivision lies within the jurisdiction of the Billings Area Bikeway and Trail Master Plan. There is a trail corridor to the west of the subdivision along the Holling Drain called the Kiwanis Trail. Hawthorne Lane is planned to have bike lanes and the Kiwanis Trail extends from Mary Street to Lake Elmo Drive, connecting homes to businesses and schools. The Kiwanis Trail is planned for further extension north. Providing multi-use trail connectivity between Hawthorne Lane, the proposed subdivision, and the Kiwanis Trail would aid in safe travel for people riding bicycles or walking. Trail connections can also provide an amenity for home-owners and residents of this new neighborhood. Future development of this subdivision to the north opens an opportunity to participate in creating trail corridors for the neighborhood. No trail improvements are planned within the subdivision at this time.

## **4. Billings Heights Neighborhood Plan**

The proposed subdivision does meet some goals of this plan, specifically ‘To encourage infill development and housing development that meets residents’ desire to have similar housing within their neighborhood’. Also ‘To provide safe, good quality and affordable housing in the Heights’.

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

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations. Proposed conditions of approval will ensure compliance with local and state regulations, including the requirement to lift the ag-restriction on the property prior to final plat approval. **(Condition #2)**

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

The subject property is zoned Residential-7000 (R-70). The lot sizes within this filing conform to the requirements of zoning. Further setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

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

The subdivider is required to provide utility easements as requested by MDU and NW Energy on the face of the plat. (**Condition #3**)

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

Legal and physical access is provided to the proposed lots from Sartorie Road that connects to Kyhl Lane.

**CONCLUSIONS OF FINDINGS OF FACT**

- The preliminary plat of Sartorie Subdivision, 2<sup>nd</sup> Filing does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy Update. It does not conflict with the Transportation or Bikeway/Trail Plans and does meet some goals of The Billings Heights Neighborhood Plan.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

**RECOMMENDATION**

The Planning Board recommends conditional approval of the preliminary plat of Sartorie Subdivision, 2<sup>nd</sup> Filing to the City Council, and adoption of the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, July 24, 2017

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Thomas W. Hanel, Mayor





Hawthorne Ln

Hawthorne Ln

Hawthorne Ln

Hawthorne Ln

Hawthorne Ln

Pumpkin Cove

Sartorie Rd

Kyhl Ln

Kyhl Ln

Kyhl Ln

Ln

Brewing

Google



*CITY OF BILLINGS*

*THOMAS W. HANEL, MAYOR*

*P.O. BOX 1178  
BILLINGS, MONTANA 59103*

*(406) 687-8296  
FAX (406) 657-8390*

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July 24, 2017

Sartorie Farm  
1938 Hawthorne Lane  
Billings, MT 59105

Dear Applicant:

On July 24, 2017, the Billings City Council conditionally approved the preliminary plat of Sartorie Subdivision 2<sup>nd</sup> Filing, subject to the following conditions of approval:

1. To minimize the effects on local services, prior to final plat approval the subdivider will provide a letter from the United States Postal Service acknowledging its agreement with the placement of mail delivery facilities in the subdivision.
2. To ensure all local and state regulations have been met regarding the plat, prior to final plat approval the applicant shall lift the ag-restriction placed on the parcel when it was created.
3. To reduce the effect on local services and ensure utility companies are able to install utilities for the proposed subdivision, the applicant shall show utility easements on the face of the plat as requested and approved by the utility companies.
4. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
5. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have questions please contact the Dave Green at (406) 247-8666 or by email at [greend@ci.billings.mt.us](mailto:greend@ci.billings.mt.us) .

Sincerely,

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Thomas W. Hanel, Mayor

**Regular City Council Meeting**

**Meeting Date:** 07/24/2017

**TITLE:** Payment of Claims June 26 & 27, 2017

**PRESENTED BY:** Andy Zoeller

**Department:** City Hall Administration

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**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$1,564,579.58 have been audited and are presented for City Council payment approval. A complete listing of the claims dated June 26 & 27, 2017, 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**

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**Attachments**

councilmemo\_6.26&27.2017

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Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/26/2017	805248	Allstream Business US Inc	Airport	\$44.07	Airport Alarm 406-294-8370
06/26/2017	805248	Allstream Business US Inc	Telephone System	\$79.95	Main Bill New Account # 330046
06/26/2017	805248	Allstream Business US Inc	General	\$46.00	Main Bill New Account # 330046
06/26/2017	805248	Allstream Business US Inc	Telephone System	\$4,715.94	Main Bill New Account # 330046
06/26/2017	805248	Allstream Business US Inc	CDBG	\$39.00	Community Development Services
06/26/2017	805248	Allstream Business US Inc	Public Safety	\$39.00	CPC line 247-8592
06/26/2017	805248	Allstream Business US Inc	City County Planning	\$39.00	Planning FAX 406-657-8327
06/26/2017	805248	Allstream Business US Inc	Telephone System	\$281.69	Main Bill T-1
06/26/2017	805248	Allstream Business US Inc	Building Inspection	\$39.00	Building FAX 406-657-8252
06/26/2017	805251	American Title & Escrow	CDBG	\$10,000.00	FTHB David Anton 1328 Maurine Street
06/26/2017	805258	Beartooth Environmental, Inc.	Solid Waste	\$3,540.00	Hazardous Waste Removal
06/26/2017	805258	Beartooth Environmental, Inc.	Solid Waste	\$4,256.25	Hazardous Waste Removal
06/26/2017	805259	Big Sky Irrigation Inc	Park District 1	\$376.00	Irrigation repairs
06/26/2017	805259	Big Sky Irrigation Inc	Park District 1	\$19,483.20	Manufacturing and installing irrigation intake
06/26/2017	805259	Big Sky Irrigation Inc	Park District 1	\$1,231.99	Change order to increase contract.
06/26/2017	805259	Big Sky Irrigation Inc	Park District 1	\$1,450.00	Irrigation repairs at Amend
06/26/2017	805263	Billings Depot Inc	P.W. Admin	\$2,824.33	JULY 2017 Common Area/Property
06/26/2017	805263	Billings Depot Inc	Engineering	\$11,297.34	JULY 2017 Common Area/Property
06/27/2017	805446	Border States Electric	Wastewater	\$2,422.37	GT TSP Pump #2 VFD replacment
06/27/2017	805446	Border States Electric	Water	\$177.82	NONSTOCKING ITEMS-P.U.D.
06/27/2017	805446	Border States Electric	Water	\$5.48	Nut Driver
06/27/2017	805446	Border States Electric	Wastewater	\$5.47	Nut Driver
06/27/2017	805446	Border States Electric	Wastewater	\$670.77	Breaker
06/27/2017	805446	Border States Electric	Wastewater	\$2,578.68	Breaker
06/27/2017	805446	Border States Electric	Water	-\$58.82	Return Items
06/27/2017	805446	Border States Electric	Wastewater	-\$58.82	Return Items
06/27/2017	805446	Border States Electric	Wastewater	\$167.27	SSP #1 Project
06/27/2017	805446	Border States Electric	Water	\$261.20	Stacked terminal Blocks Alarm project
06/27/2017	805446	Border States Electric	Wastewater	\$177.82	NONSTOCKING ITEMS-P.U.D.
06/26/2017	805276	Century Link	EOC 911	\$50.33	406-245-2296 911
06/26/2017	805276	Century Link	Wastewater	\$36.56	PW Traffic 3728 McDougall
06/26/2017	805276	Century Link	EOC 911	\$45.65	406-245-3107 911
06/26/2017	805276	Century Link	Street/Traffic Oper	\$50.49	PUD Sahara Sands Lift Station
06/26/2017	805276	Century Link	Radio	\$311.26	406-248-3635 Fire Airport Radio Tower WCK
06/26/2017	805276	Century Link	Telephone System	\$228.20	406-248-3049 Main System T1 City/County Tie
06/26/2017	805276	Century Link	Radio	\$311.26	406-248-3636 Fire Airport Radio Tower Jellison
06/26/2017	805276	Century Link	Fleet	\$52.73	406-256-5047 Motor Pool
06/26/2017	805276	Century Link	Airport	\$50.57	406-256-7070 Airport
06/26/2017	805276	Century Link	Engineering	\$94.79	406-259-7758 Measured Lines Depot
06/26/2017	805276	Century Link	Public Safety	\$119.32	406-245-7469 Fire
06/26/2017	805276	Century Link	Public Safety	\$45.66	406-245-7481 Police

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/26/2017	805276	Century Link	Airport	\$45.66	406-245-5834 Airport Alarm
06/26/2017	805276	Century Link	EOC 911	\$45.65	406-245-3108 911
06/26/2017	805276	Century Link	Water	\$39.44	406-245-3659 PUD Alarm Water Tower
06/26/2017	805276	Century Link	P.W. Admin	\$63.19	406-259-7758 Measured Lines Depot
06/26/2017	805276	Century Link	Public Safety	\$118.32	406-373-3742 Fire RR Crossing Alarm
06/26/2017	805276	Century Link	EOC 911	\$49.10	406-651-0282 Fire 5 911 Line
06/26/2017	805276	Century Link	City County Planning	\$36.56	406-656-9578 Planning Traffic Central
06/26/2017	805276	Century Link	City County Planning	\$36.56	406-656-9604 Planning Traffic Central 9th
06/26/2017	805276	Century Link	Airport	\$55.83	406-256-6014 Airport P9 Building
06/26/2017	805276	Century Link	EOC 911	\$311.26	406-245-7101 9-1-1 Center Landfill #2
06/26/2017	805276	Century Link	EOC 911	\$311.26	406-245-7102 9-1-1 Center Fox Reservoir #2
06/26/2017	805279	City of Butte	Storm Sewer	\$6,083.00	MS4 Consultant Refund
06/26/2017	805280	City of Helena	Storm Sewer	\$5,115.00	MS4 Consultant Fee Refund
06/26/2017	805282	CMG Construction LLC	Gas Tax	\$174,056.35	WO 15-07 Orchard Lane Reconstruction
06/26/2017	805283	Coblaco Services Inc	Water	\$58,449.60	WO 15-18 WTP Clearwell No.2 Interior Re-coat
06/26/2017	805286	Covert Track	Police Programs	\$1,253.20	Tracking device and 1 year subscription.
06/26/2017	805286	Covert Track	Police Programs	\$1,951.80	Tracking device and 1 year subscription.
06/26/2017	805287	Creative Monograms	Transit	\$6,116.25	Uniforms for Drivers (INV# 73975) and T-shirts
06/26/2017	805287	Creative Monograms	Transit	\$608.00	Uniforms for Drivers (INV# 73975) and T-shirts
06/26/2017	805287	Creative Monograms	Transit	\$2,038.75	Uniforms for Drivers (INV# 73975) and T-shirts
06/26/2017	805288	CTA Inc	EOC 911	\$102,499.22	911 Center Architect and Engineering Services
06/26/2017	805290	Curb Box Specialists Inc.	Water	\$2,500.00	Temporary water set up at Jakes
06/26/2017	805292	Dell Computer L P	General	\$986.48	GO 5000 series with i5 Processor
06/26/2017	805292	Dell Computer L P	General	\$1,200.41	Dell 5000 i5 with one 24" monitor
06/26/2017	805292	Dell Computer L P	General	\$1,461.43	Dell 5000 i7 computer, (2)24" monitors
06/26/2017	805292	Dell Computer L P	Solid Waste	\$1,775.44	Dell Latitude 5580 i7processor with docking
06/26/2017	805293	Dixie Petro-Chem	Water	\$3,192.00	WATER PARTS AND SUPPLIES
06/26/2017	805302	Fender	Public Safety	\$10,093.06	TUITION ASSISTANCE REQUESTED FY2017
06/26/2017	805302	Fender	Public Safety	-\$6,383.03	LESS: TUITION PREVIOUSLY
06/26/2017	805302	Fender	Public Safety	\$295.11	LODGING: JUNE 5-7, STAYBRIDGE
06/26/2017	805302	Fender	Public Safety	-\$295.11	LODGING PAID VIA P-CARD #7619
06/26/2017	805302	Fender	Public Safety	\$57.00	MEAL PER DIEM JUN 5-8 2017
06/26/2017	805305	First Interstate Bank	Tax Increment East	\$107,412.00	Development Agreement 2017
06/26/2017	805306	First Montana Title Co	CDBG	\$10,000.00	FTHB Alicia Langford 2701 Beartooth
06/26/2017	805307	First Montana Title Co	CDBG	\$10,000.00	FTHB David Kenat 720 South 33rd
06/26/2017	805310	Frontier Fence	Airport	\$3,653.08	Invoice #1913. Fence Parts for South of Ops
06/26/2017	805316	Hach Company	Wastewater	\$841.79	Repair Sensor
06/26/2017	805316	Hach Company	Wastewater	\$841.79	Repair WWTP Turbidmeter
06/26/2017	805316	Hach Company	Water	\$1,214.79	repairs
06/26/2017	805322	Hawkins Inc.	General	\$2,895.34	Chemicals for pools
06/26/2017	805323	HD Supply Waterworks	Water	\$5,264.00	H-614 Air Operator for CL-12 Tapping Machine

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/26/2017	805324	HDR, Inc.	Tax Increment South	\$31,204.22	WO 17-06 Midland Road Improvements
06/26/2017	805327	High Point Networks LLC	Telephone System	\$22,272.00	(2)EX3300-24P 10/100/1000 BaseT(24
06/26/2017	805328	High Surf Accessories	Public Safety	\$3,300.00	HSA STANDARD RESCUE BOARD
06/26/2017	805328	High Surf Accessories	Public Safety	\$221.00	UNIVERSAL MOUNT KIT, 'U'BOLTS
06/26/2017	805328	High Surf Accessories	Public Safety	\$350.00	SHIPPING
06/26/2017	805331	Iaff	Sidewalk Debt Svc	\$4,640.90	Payroll Summary
06/26/2017	805333	InfoSend Inc	Water	\$78.00	Programming for Remittance Envelopes
06/26/2017	805333	InfoSend Inc	Wastewater	\$52.00	Programming for Remittance Envelopes
06/26/2017	805333	InfoSend Inc	Water	\$8,044.70	Statements and Postage May 2017
06/26/2017	805333	InfoSend Inc	Water	\$2,114.32	Statements and Postage May 2017
06/26/2017	805333	InfoSend Inc	Wastewater	\$5,363.14	Statements and Postage May 2017
06/26/2017	805333	InfoSend Inc	Wastewater	\$1,409.55	Statements and Postage May 2017
06/26/2017	805334	Ingram Library Services Inc.	Library	\$8.99	98759752
06/26/2017	805334	Ingram Library Services Inc.	Library	\$24.75	98759751
06/26/2017	805334	Ingram Library Services Inc.	Library	\$17.08	98759751
06/26/2017	805334	Ingram Library Services Inc.	Library	\$14.75	987597583
06/26/2017	805334	Ingram Library Services Inc.	Library	\$23.94	987597583
06/26/2017	805334	Ingram Library Services Inc.	Library	\$66.07	98759754
06/26/2017	805334	Ingram Library Services Inc.	Library	\$9.59	98759754
06/26/2017	805334	Ingram Library Services Inc.	Library	\$62.52	98759755
06/26/2017	805334	Ingram Library Services Inc.	Library	\$16.52	98759755
06/26/2017	805334	Ingram Library Services Inc.	Library	\$1,192.01	98759756
06/26/2017	805334	Ingram Library Services Inc.	Library	\$10.17	98819643
06/26/2017	805334	Ingram Library Services Inc.	Library	\$31.32	98761088
06/26/2017	805334	Ingram Library Services Inc.	Library	\$11.97	98761088
06/26/2017	805334	Ingram Library Services Inc.	Library	\$13.80	98759761
06/26/2017	805334	Ingram Library Services Inc.	Library	\$67.26	98759760
06/26/2017	805334	Ingram Library Services Inc.	Library	\$34.22	98759758
06/26/2017	805334	Ingram Library Services Inc.	Library	\$10.61	98759757
06/26/2017	805334	Ingram Library Services Inc.	Library	\$11.77	98759759
06/26/2017	805334	Ingram Library Services Inc.	Library	\$51.24	98838133
06/26/2017	805334	Ingram Library Services Inc.	Library	\$20.19	98838132
06/26/2017	805334	Ingram Library Services Inc.	Library	\$50.53	98840659
06/26/2017	805334	Ingram Library Services Inc.	Library	\$59.92	98838131
06/26/2017	805334	Ingram Library Services Inc.	Library	\$874.23	98838130
06/26/2017	805334	Ingram Library Services Inc.	Library	\$512.49	98838130
06/26/2017	805334	Ingram Library Services Inc.	Library	\$50.35	98838130
06/26/2017	805334	Ingram Library Services Inc.	Library	\$623.74	98838129
06/26/2017	805334	Ingram Library Services Inc.	Library	\$9.60	98819646
06/26/2017	805334	Ingram Library Services Inc.	Library	\$10.20	98819645
06/26/2017	805334	Ingram Library Services Inc.	Library	\$15.33	98819644

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06/26/2017	805334	Ingram Library Services Inc.	Library	\$11.37	98840660
06/26/2017	805334	Ingram Library Services Inc.	Library	\$22.98	98840660
06/26/2017	805334	Ingram Library Services Inc.	Library	\$111.46	98859648
06/26/2017	805334	Ingram Library Services Inc.	Library	\$21.00	98859648
06/26/2017	805334	Ingram Library Services Inc.	Library	\$95.77	98859649
06/26/2017	805334	Ingram Library Services Inc.	Library	\$29.20	98859650
06/26/2017	805334	Ingram Library Services Inc.	Library	\$219.47	98859650
06/26/2017	805334	Ingram Library Services Inc.	Library	\$16.95	98859650
06/26/2017	805334	Ingram Library Services Inc.	Library	\$68.42	98859651
06/26/2017	805334	Ingram Library Services Inc.	Library	\$31.48	98859651
06/26/2017	805334	Ingram Library Services Inc.	Library	\$383.51	98859651
06/26/2017	805334	Ingram Library Services Inc.	Library	\$50.01	98859651
06/26/2017	805334	Ingram Library Services Inc.	Library	\$557.95	98859652
06/26/2017	805334	Ingram Library Services Inc.	Library	\$87.59	98859652
06/26/2017	805334	Ingram Library Services Inc.	Library	\$11.98	98859653
06/26/2017	805335	Integra Chemical Company	Water	\$2,709.16	WATER PARTS AND SUPPLIES
06/26/2017	805341	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$1,598.65	3" crushed base
06/26/2017	805341	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$1,757.05	3" crushed base
06/26/2017	805341	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$2,694.27	3" crushed base
06/26/2017	805341	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$542.90	asphalt
06/26/2017	805341	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$2,993.27	asphalt
06/26/2017	805341	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$3,384.89	asphalt
06/26/2017	805341	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$548.02	1 1/2" crushed base
06/26/2017	805341	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$552.68	1 1/2" crushed base
06/26/2017	805341	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$64.15	1 1/2" crushed base
06/26/2017	805341	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$436.69	1 1/2" crushed base
06/26/2017	805342	Krivonen Associates	Water	\$7,200.00	WO 17-21 Belknap Service Center Crack
06/26/2017	805342	Krivonen Associates	Wastewater	\$2,400.00	WO 17-21 Belknap Service Center Crack
06/26/2017	805345	Machinery Power & Equipment Co	Street/Traffic Oper	\$5,276.00	rental of compaction roller
06/26/2017	805345	Machinery Power & Equipment Co	Street/Traffic Oper	-\$276.00	credit for environmental and delivery
06/26/2017	805346	Mark Rite Lines Equipment Co, Inc.	Street/Traffic Oper	\$4,459.00	work on unit 1324 to get unit ready for painting
06/26/2017	805346	Mark Rite Lines Equipment Co, Inc.	Street/Traffic Oper	\$4,437.68	service and repairs to unit 1324
06/26/2017	805353	Miller Trois LLC	General	\$1,874.00	I17-026284 Miller Trois LLC
06/26/2017	805353	Miller Trois LLC	Building Inspection	\$6,149.00	I17-026284 Miller Trois LLC
06/26/2017	805353	Miller Trois LLC	City County Planning	\$4,077.00	I17-026284 Miller Trois LLC
06/26/2017	805353	Miller Trois LLC	CDBG	\$4,829.00	I17-026284 Miller Trois LLC
06/26/2017	805354	MJR Industries Inc	Airport	\$3,196.53	Invoice #1436-A. Bag Belt 1 Repair
06/26/2017	805357	Montana CSED	Sidewalk Debt Svc	\$4,188.20	Payroll Summary
06/26/2017	805358	Montana Dakota Utilities Co	Airport	\$28.36	295 580 1000 4. Aero Interiors. June 2017
06/26/2017	805358	Montana Dakota Utilities Co	Water	\$9.53	373 580 1000 9
06/26/2017	805358	Montana Dakota Utilities Co	CDBG	\$8.94	FORECLOSURE Program - 244 Terry Ave

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06/26/2017	805358	Montana Dakota Utilities Co	Airport	\$15.54	283 116 0655 3. Alpine IP-12. June 2017
06/26/2017	805358	Montana Dakota Utilities Co	Airport	\$130.83	285 580 1000 6
06/26/2017	805358	Montana Dakota Utilities Co	Airport	\$19.64	429 573 1000 8. Detail Bay 4 Avis/Budget
06/26/2017	805358	Montana Dakota Utilities Co	Airport	\$344.30	706 580 1000 7
06/26/2017	805358	Montana Dakota Utilities Co	Airport	\$22.53	329 573 1000 9. Detail Bay 3 Enterprise
06/26/2017	805358	Montana Dakota Utilities Co	Public Safety	\$64.20	668 670 1000 2
06/26/2017	805358	Montana Dakota Utilities Co	Airport	\$19.64	529 573 1000 7. Detail Bay 5 Thrifty/Dollar
06/26/2017	805358	Montana Dakota Utilities Co	Airport	\$15.54	806 580 1000 6
06/26/2017	805358	Montana Dakota Utilities Co	Water	\$31.08	921 580 1000 6
06/26/2017	805358	Montana Dakota Utilities Co	Wastewater	\$32.82	955 043 1000 4
06/26/2017	805358	Montana Dakota Utilities Co	Airport	\$2,509.43	595 580 1000 1
06/26/2017	805358	Montana Dakota Utilities Co	Airport	\$21.37	229 573 1000 0. Detail Bay 1 Hertz. June 2017
06/26/2017	805358	Montana Dakota Utilities Co	Wastewater	\$31.66	596 733 1000 5
06/26/2017	805358	Montana Dakota Utilities Co	Airport	\$20.20	629 573 1000 6. Detail Bay 2 National/Alamo
06/26/2017	805358	Montana Dakota Utilities Co	Water	\$19.64	541 380 1000 1
06/26/2017	805358	Montana Dakota Utilities Co	Airport	\$141.33	129 573 1000 1. Mud Wash. June 2017
06/26/2017	805358	Montana Dakota Utilities Co	General	\$23.11	501 473 1000 2
06/26/2017	805358	Montana Dakota Utilities Co	Airport	\$368.23	889 373 1000 6. Car Wash. June 2017
06/26/2017	805358	Montana Dakota Utilities Co	Airport	\$37.70	185 580 1000 7. TSA Building. June 2017
06/26/2017	805358	Montana Dakota Utilities Co	Water	\$9.52	373 580 1000 9
06/26/2017	805361	Montana State Fireman's Assoc	Sidewalk Debt Svc	\$3,831.30	Payroll Summary
06/26/2017	805363	Moody's Investors Service	Airport	\$6,500.00	Invoice #P0241598. Annual Monitoring fee
06/26/2017	805364	Morrison Maierle Inc	Airport	\$14,169.97	Runway 10R/28L Shift Project
06/26/2017	805364	Morrison Maierle Inc	Airport	\$1,574.44	Runway 10R/28L Shift Project
06/26/2017	805367	MPPA Montana Police Protective Association	Sidewalk Debt Svc	\$2,597.18	Payroll Summary
06/27/2017	805447	Northwest Pipe Fittings	Water	\$160.56	SYSTEMS PO NUM 303006
06/27/2017	805447	Northwest Pipe Fittings	Water	\$75.00	WATER PARTS AND SUPPLIES
06/27/2017	805447	Northwest Pipe Fittings	Water	\$3,352.22	WATER PARTS AND SUPPLIES
06/27/2017	805447	Northwest Pipe Fittings	Water	\$42.80	SYSTEMS PO NUM 303004
06/27/2017	805447	Northwest Pipe Fittings	Water	\$57.36	SYSTEMS PO NUM 303019
06/27/2017	805447	Northwest Pipe Fittings	Water	\$1,196.40	SYSTEMS PO NUM 303168
06/27/2017	805447	Northwest Pipe Fittings	Water	\$1,341.85	Upgrade to Ecoder Pitset
06/27/2017	805447	Northwest Pipe Fittings	Water	\$16,340.40	WATER PARTS AND SUPPLIES
06/27/2017	805447	Northwest Pipe Fittings	Water	\$11,900.00	WATER PARTS AND SUPPLIES
06/27/2017	805447	Northwest Pipe Fittings	Water	\$12,140.00	WATER PARTS AND SUPPLIES
06/27/2017	805447	Northwest Pipe Fittings	Street/Traffic Oper	\$58.88	sewer pipe and sewer solvent
06/27/2017	805447	Northwest Pipe Fittings	Water	\$42.27	Fitting
06/27/2017	805447	Northwest Pipe Fittings	Water	\$2,358.42	Parts for irrigation System
06/27/2017	805447	Northwest Pipe Fittings	Street/Traffic Oper	\$222.18	pipe for flashing signs at 6th & lewis
06/27/2017	805447	Northwest Pipe Fittings	Water	\$85.65	pitset Ecoder
06/27/2017	805447	Northwest Pipe Fittings	Wastewater	\$47.77	Plugs

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06/27/2017	805447	Northwest Pipe Fittings	Wastewater	\$13.83	Misc for inventory
06/27/2017	805447	Northwest Pipe Fittings	Wastewater	\$1,770.00	non potable tank
06/27/2017	805447	Northwest Pipe Fittings	Water	\$40.32	NONSTOCKING ITEMS-P.U.D.
06/27/2017	805447	Northwest Pipe Fittings	Public Safety	\$46.17	1797827
06/27/2017	805447	Northwest Pipe Fittings	Street/Traffic Oper	\$45.14	1798701
06/27/2017	805447	Northwest Pipe Fittings	Public Safety	\$41.11	1807338
06/27/2017	805447	Northwest Pipe Fittings	Wastewater	\$86.70	bolt pack
06/26/2017	805374	NorthWestern Energy	Street/Traffic Oper	\$11,269.75	Signal Bills
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$519.55	SILMD 008 ACCT# 0712544-6
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$563.60	SILMD 172 ACCT# 0712611-3
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$15.54	SILMD 238 ACCT# 0712672-5
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$532.72	SILMD 009 ACCT# 0712545-3
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$1,237.33	SILMD 173 ACCT# 0712612-1
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$98.98	SILMD 239 ACCT# 0712673-3
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$1,464.83	SILMD 010 ACCT# 0712546-1
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$1,039.36	SILMD 174 ACCT# 0712613-9
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$400.61	SILMD 240 ACCT# 0712674-1
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$4,356.41	SILMD 013 ACCT# 0721276-4
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$346.46	SILMD 175 ACCT# 0712614-7
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$649.19	SILMD 241 ACCT# 0712675-8
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$2,129.02	SILMD 014 ACCT# 0721277-2
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$45.43	SILMD 176 ACCT# 0712615-4
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$86.80	SILMD 242 ACCT# 0712676-6
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$1,282.45	SILMD 017 ACCT# 0712553-7
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$272.22	SILMD 178 ACCT# 0712616-2
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$115.70	SILMD 244 ACCT# 0712677-4
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$2,764.23	SILMD 100 ACCT# 0712559-4
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$1,237.34	SILMD 183 ACCT# 0712621-2
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$2,863.75	SILMD 249 ACCT# 0718734-7
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$1,822.38	SILMD 107 ACCT# 0712560-2
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$395.96	SILMD 184 ACCT# 0712622-0
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$200.29	SILMD 250 ACCT# 0719001-0
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$1,689.56	SILMD 099 ACCT# 0712558-6
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$618.67	SILMD 182 ACCT# 0712620-4
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$2,570.56	SILMD 248 ACCT# 0712681-6
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$91.82	SILMD 018 ACCT# 0712554-5
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$544.43	SILMD 179 ACCT# 0712617-0
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$90.18	SILMD 245 ACCT# 0712678-2
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$459.54	SILMD 095 ACCT# 0712556-0
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$371.20	SILMD 180 ACCT# 0712618-8
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$347.12	SILMD 246 ACCT# 0712679-0

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06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$13,910.34	SILMD 097 ACCT# 0712557-8
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$1,764.52	SILMD 181 ACCT# 0712619-6
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$1,212.81	SILMD 247 ACCT# 0712680-8
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$519.68	SILMD 128 ACCT# 0712577-6
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$519.68	SILMD 201 ACCT# 0712638-6
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$438.40	SILMD 270 ACCT# 0906944-4
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$347.12	SILMD 129 ACCT# 0712578-4
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$590.21	SILMD 202 INV# 0712639-4
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$1,045.39	SILMD 271 ACCT# 0995095-7
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$131.51	SILMD 130 ACCT# 0712579-2
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$19.06	SILMD 203 ACCT# 0712640-2
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$2,938.54	SILMD 272 ACCT# 0905005-5
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$896.74	SILMD 131 ACCT# 0712580-0
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$367.99	SILMD 204 ACCT# 0712641-0
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$210.87	SILMD 273 ACCT# 0926386-4
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$244.23	SILMD 133 ACCT# 0712581-8
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$36.34	SILMD 205 ACCT# 0712642-8
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$481.52	SILMD 276 ACCT# 0961926-3
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$563.61	SILMD 134 ACCT# 0712582-6
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$346.46	SILMD 206 ACCT# 0712643-6
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$862.94	SILMD 277 ACCT# 1058710-3
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$544.43	SILMD 135 ACCT# 0712583-4
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$395.96	SILMD 207 ACCT# 0712644-4
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$211.43	SILMD 278 ACCT# 1087619-1
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$491.78	SILMD 136 ACCT# 0712584-2
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$244.38	SILMD 208 ACCT# 0712645-1
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$64.33	SILMD 279 ACCT# 1124127-0
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$202.49	SILMD 126 ACCT# 0712575-0
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$123.73	SILMD 198 ACCT# 0712636-0
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$366.12	SILMD 265 ACCT# 0721556-9
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$742.40	SILMD 127 ACCT# 0712576-8
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$75.62	SILMD 200 ACCT# 0712637-8
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$29.86	SILMD 266 ACCT# 0721684-9
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$404.98	SILMD 125 ACCT# 0712574-3
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$71.50	SILMD 197 ACCT# 0712635-2
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$164.40	SILMD 264 ACCT# 0721427-3
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$1,012.42	SILMD 124 ACCT# 0712573-5
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$71.50	SILMD 196 ACCT# 0712634-5
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$945.49	SILMD 263 ACCT# 0720716-0
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$347.12	SILMD 123 ACCT# 0712572-7
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$222.56	SILMD 195 ACCT# 0712633-7

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06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$3,284.61	SILMD 262 ACCT# 0720937-2
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$4,570.43	SILMD 109 ACCT# 0712561-0
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$148.48	SILMD 185 ACCT# 0712623-8
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$4,111.64	SILMD 251 ACCT# 0718801-4
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$189.12	SILMD 113 ACCT# 0712562-8
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$634.30	SILMD 186 ACCT# 0712624-6
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$578.54	SILMD 252 ACCT# 0719162-0
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$983.50	SILMD 114 ACCT# 0712563-6
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$247.47	SILMD 187 ACCT# 0712625-3
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$2,025.45	SILMD 253 ACCT# 0719644-7
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$231.42	SILMD 115 ACCT# 0712564-4
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$296.96	SILMD 188 ACCT# 0712626-1
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$150.71	SILMD 254 ACCT# 0719763-5
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$607.46	SILMD 116 ACCT# 0712565-1
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$247.47	SILMD 189 ACCT# 0712627-9
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$147.89	SILMD 255 ACCT# 0720813-5
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$3,354.36	SILMD 117 ACCT# 0712566-9
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$1,286.83	SILMD 190 ACCT# 0712628-7
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$892.58	SILMD 257 ACCT# 0720360-7
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$242.95	SILMD 118 ACCT# 0712567-7
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$442.15	SILMD 191 ACCT# 0712629-5
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$2,558.96	SILMD 258 ACCT# 0720606-3
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$2,603.41	SILMD 121 ACCT# 0712570-1
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$791.88	SILMD 193 ACCT# 0712631-1
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$1,280.37	SILMD 259 ACCT# 0720810-1
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$197.98	SILMD 122 ACCT# 0712571-9
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$267.07	SILMD 194 ACCT# 0712632-9
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$520.67	SILMD 261 ACCT# 0720705-3
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$160.18	SILMD 119 ACCT# 0712568-5
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$321.71	SILMD 192 ACCT# 0712630-3
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$17.17	SILMD 259 ACCT# 1301786-8
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$390.79	SILMD 137 ACCT# 0712585-9
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$569.18	SILMD 209 ACCT# 0712646-9
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$690.06	SILMD 280 ACCT# 1045653-1
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$781.03	SILMD 138 ACCT# 0712586-7
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$85.79	SILMD 210 ACCT# 0712647-7
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$377.61	SILMD 283 ACCT# 1172743-5
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$260.37	SILMD 139 ACCT# 0712587-5
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$47.67	SILMD 211 ACCT# 0712648-5
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$354.35	SILMD 285 ACCT# 1206985-2
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$605.03	SILMD 143 ACCT# 0712588-3

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06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$47.67	SILMD 212 ACCT# 0712649-3
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$248.49	SILMD 286 ACCT# 1296582-8
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$28.82	SILMD 144 ACCT# 0712589-1
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$28.60	SILMD 213 ACCT# 0712650-1
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$87.48	SILMD 287 ACCT# 1246537-3
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$494.94	SILMD 145 ACCT# 0712590-9
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$496.43	SILMD 214 ACCT# 0712651-9
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$1,866.98	SILMD 288 ACCT# 1303978-9
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$376.05	SILMD 146 ACCT# 0712591-7
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$148.48	SILMD 216 ACCT# 0712652-7
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$223.14	SILMD 289 ACCT# 1685375-6
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$487.92	SILMD 147 ACCT# 0712592-5
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$360.73	SILMD 217 ACCT# 0712653-5
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$109.56	SILMD 290 ACCT# 1433921-2
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$1,519.13	SILMD 149 ACCT# 0712593-3
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$254.61	SILMD 220 ACCT# 0712654-3
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$636.39	SILMD 292 ACCT# 1481532-8
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$520.67	SILMD 155 ACCT# 0712599-0
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$306.62	SILMD 226 ACCT# 0712660-0
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$197.98	SILMD 298 ACCT# 1481540-1
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$965.12	SILMD 157 ACCT# 0712600-6
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$620.36	SILMD 227 ACCT# 0712661-8
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$421.16	SILMD 300 ACCT# 1662840-6
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$838.87	SILMD 158 ACCT# 0712601-4
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$838.87	SILMD 228 ACCT# 0712662-6
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$5,183.14	SILMD 301 ACCT# 1687005-7
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$1,144.75	SILMD 159 ACCT# 0712602-2
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$433.90	SILMD 229 ACCT# 0712663-4
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$193.47	SILMD 302 ACCT# 1607534-3
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$752.08	SILMD 160 ACCT# 0712603-0
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$1,012.44	SILMD 230 ACCT# 0712664-2
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$687.11	SILMD 305 ACCT# 1695873-8
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$1,113.60	SILMD 161 ACCT# 0712604-8
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$607.46	SILMD 231 ACCT# 0712665-9
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$208.17	SILMD 306 ACCT# 1740353-6
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$63.61	SILMD 162 ACCT# 0712605-5
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$2,632.32	SILMD 232 ACCT# 0712666-7
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$2,231.17	SILMD 307 ACCT# 2049005-8
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$689.92	SILMD 163 ACCT# 0712606-3
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$833.30	SILMD 233 ACCT# 0712667-5
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$276.14	SILMD 308 ACCT# 2072459-7

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06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$395.96	SILMD 164 ACCT# 0712607-1
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$468.97	SILMD 234 ACCT# 0712668-3
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$261.33	SILMD 309 ACCT# 2001311-6
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$925.64	SILMD 165 ACCT# 0712608-9
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$524.64	SILMD 235 ACCT# 0712669-1
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$273.20	SILMD 310 ACCT# 2060519-2
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$247.47	SILMD 167 ACCT# 0712609-7
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$166.90	SILMD 236 ACCT# 0712670-9
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$205.05	SILMD 311 ACCT# 3014475-2
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$593.92	SILMD 171 ACCT# 0712610-5
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$420.70	SILMD 237 ACCT# 0712671-7
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$243.15	SILMD 312 ACCT# 3146127-0
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$304.54	SILMD 315 Acct# 3305804-1
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$1,147.37	SILMD 316 Acct# 3291842-7
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$61.00	SILMD 317 Acct# 3253826-6
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$905.35	SILMD 318 Acct# 3372018-6
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$55.21	SILMD 320 Acct# 0712569-3
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$304.58	SILMD 321 Acct# 3338917-2
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$62.22	SILMD 322 Acct# 3402033-9
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$791.88	SILMD 150 ACCT# 0712594-1
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$9.10	SILMD 221 ACCT# 0712655-0
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$247.47	SILMD 293 ACCT# 1481534-4
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$665.32	SILMD 151 ACCT# 0712595-8
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$75.35	SILMD 222 ACCT# 0712656-8
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$494.94	SILMD 294 ACCT# 1481535-1
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$4,500.15	SILMD 152 ACCT# 0712596-6
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$114.40	SILMD 223 ACCT# 0712657-6
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$115.70	SILMD 295 ACCT# 1481536-9
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$569.18	SILMD 153 ACCT# 0712597-4
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$1,908.91	SILMD 224 ACCT# 0712658-4
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$1,311.57	SILMD 296 ACCT# 1481537-7
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$1,286.83	SILMD 154 ACCT# 0712598-2
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$361.09	SILMD 225 ACCT# 0712659-2
06/26/2017	805374	NorthWestern Energy	Light Maintenance	\$222.75	SILMD 297 ACCT# 1481539-3
06/26/2017	805375	NorthWestern Energy	Airport	\$230.78	2001862-8. Detail Bay 3 Enterprise. June 2017
06/26/2017	805375	NorthWestern Energy	Airport	\$271.45	2001855-2. Detail Bay 2 National/Alamo
06/26/2017	805375	NorthWestern Energy	Solid Waste	\$1,372.44	3252194-0
06/26/2017	805375	NorthWestern Energy	Airport	\$178.48	2001865-1. Detail Bay 4 Avis/Budget
06/26/2017	805375	NorthWestern Energy	Airport	\$218.03	2001867-7. Detail Bay 5 Thrifty/Dollar
06/26/2017	805375	NorthWestern Energy	Airport	\$758.10	1669567-8. TSA Building. June 2017
06/26/2017	805375	NorthWestern Energy	Airport	\$80.63	1138926-9. Aero Interiors. June 2017

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06/26/2017	805375	NorthWestern Energy	Facilities Mngmt	\$3,015.46	1269391-7
06/26/2017	805375	NorthWestern Energy	Airport	\$279.19	2001848-7. Detail Bay 1 Hertz. June 2017
06/26/2017	805375	NorthWestern Energy	Airport	\$344.40	2001846-1. Mud Wash. June 2017
06/26/2017	805375	NorthWestern Energy	Airport	\$76.93	0712817-6. IP-House. June 2017
06/26/2017	805375	NorthWestern Energy	Facilities Mngmt	\$1,835.74	1160804-9
06/26/2017	805375	NorthWestern Energy	Airport	\$1,810.42	1993430-6. Car Wash. June 2017
06/26/2017	805375	NorthWestern Energy	Airport	\$174.33	0712809-3. Alpine Maintenance. June 2017
06/26/2017	805375	NorthWestern Energy	Facilities Mngmt	\$928.37	1160802-3
06/26/2017	805375	NorthWestern Energy	Water	\$763.51	1116452-2
06/26/2017	805375	NorthWestern Energy	Airport	\$31.42	1647695-4. De Icer. June 2017
06/26/2017	805375	NorthWestern Energy	Airport	\$1,326.20	0712800-2. IP-9. June 2017
06/26/2017	805375	NorthWestern Energy	Airport	\$1,459.07	0100484-5. ARFF Facility. June 2017
06/26/2017	805375	NorthWestern Energy	Airport	\$14.42	0712799-6. IP-8. June 2017
06/26/2017	805375	NorthWestern Energy	Facilities Mngmt	\$534.38	0975808-7
06/26/2017	805375	NorthWestern Energy	Airport	\$2,016.62	0100483-7. Runway Lights. June 2017
06/26/2017	805375	NorthWestern Energy	Airport	\$433.32	0712792-1. IP-7. June 2017
06/26/2017	805375	NorthWestern Energy	General	\$400.26	0925496-2
06/26/2017	805375	NorthWestern Energy	Water	\$4,258.53	2251 Belknap
06/26/2017	805375	NorthWestern Energy	Water	\$107,882.80	2251 Belknap
06/26/2017	805375	NorthWestern Energy	Wastewater	\$1,419.51	2251 Belknap
06/26/2017	805375	NorthWestern Energy	Water	\$6.02	23 Charlene
06/26/2017	805375	NorthWestern Energy	Public Safety	\$2,675.87	0100476-1: FIRE STATION #1
06/26/2017	805375	NorthWestern Energy	Airport	\$63.98	0719616-5. ARFF Facility Lights. June 2017
06/26/2017	805375	NorthWestern Energy	General	\$302.70	0720821-8
06/26/2017	805375	NorthWestern Energy	Water	\$9.15	63 1/2 Charlene
06/26/2017	805375	NorthWestern Energy	Wastewater	\$304.27	822 Shiloh Crossing Blvd Lift
06/26/2017	805375	NorthWestern Energy	Water	\$907.82	Airport Rd Waldo
06/26/2017	805375	NorthWestern Energy	Airport	\$57.14	3085107-5. New Employee Parking. June 2017
06/26/2017	805376	NS Corporation	Airport	\$3,451.57	Invoice #0082323-IN. Motor & Gear Boxes
06/26/2017	805383	Power Service Inc	Transit	\$5,513.00	10 HP Compressor for Shop
06/26/2017	805385	Public Utilities	Parking	\$44.49	102086
06/26/2017	805385	Public Utilities	Parks Maintenance	\$414.74	102418
06/26/2017	805385	Public Utilities	CDBG	\$9.07	FORECLOSURE PROGRAM: 244 Terry Ave
06/26/2017	805385	Public Utilities	Parking	\$274.24	102980
06/26/2017	805385	Public Utilities	Parking	\$10.72	102981
06/26/2017	805385	Public Utilities	Parks Maintenance	\$557.81	136111
06/26/2017	805385	Public Utilities	Parks Maintenance	\$117.95	136112
06/26/2017	805385	Public Utilities	Parks Maintenance	\$8.82	136113
06/26/2017	805385	Public Utilities	Parks Maintenance	\$442.06	136115
06/26/2017	805385	Public Utilities	Parks Maintenance	\$1,438.13	164212
06/26/2017	805385	Public Utilities	Parks Maintenance	\$575.07	166674

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06/26/2017	805385	Public Utilities	Parks Maintenance	\$545.18	164211
06/26/2017	805385	Public Utilities	Parks Maintenance	\$7.95	148702
06/26/2017	805385	Public Utilities	Parks Maintenance	\$156.78	158992
06/26/2017	805385	Public Utilities	Parks Maintenance	\$7.95	158993
06/26/2017	805385	Public Utilities	Parks Maintenance	\$427.97	201942
06/26/2017	805385	Public Utilities	Parks Maintenance	\$12.85	180092
06/26/2017	805385	Public Utilities	Parks Maintenance	\$46.56	180091
06/26/2017	805385	Public Utilities	Parks Maintenance	\$265.93	180090
06/26/2017	805385	Public Utilities	Parks Maintenance	\$14.57	179987
06/26/2017	805385	Public Utilities	Parks Maintenance	\$70.81	176577
06/26/2017	805385	Public Utilities	Parks Maintenance	\$674.29	175850
06/26/2017	805396	Rust Automation & Controls Inc	Water	\$2,742.78	Sensalert 4 channel Controller
06/26/2017	805397	Sanderson Stewart	Arterial Streets	\$38,357.37	WO 16-09 Grand Ave
06/26/2017	805400	SHI International Corp	Wastewater	\$137.11	1-MS Office Professional-Shawna Morris
06/26/2017	805400	SHI International Corp	Solid Waste	\$251.03	1-MS Office Standard -Landfill, Sanitation
06/26/2017	805400	SHI International Corp	Water	\$205.66	1-MS Office Professional, Jay Stovall
06/26/2017	805400	SHI International Corp	Solid Waste	\$251.03	1-MS Office Standard -Laptop, Sanitation Dept.
06/26/2017	805400	SHI International Corp	Public Safety	\$16,316.95	Qty.65 MS Office Standard- Police CF-31
06/26/2017	805400	SHI International Corp	Public Safety	\$251.03	MS Office Standard -Fire Station #4 Laptop
06/26/2017	805400	SHI International Corp	General	\$251.03	MS Office Standard. Parks and Rec
06/26/2017	805400	SHI International Corp	Solid Waste	\$342.77	1-MS Office Professional -Ginny, Sanitation
06/26/2017	805400	SHI International Corp	Water	\$205.66	1-MS Office Professional-Shawna Morris
06/26/2017	805400	SHI International Corp	Wastewater	\$137.11	1-MS Office Professional, Jay Stovall
06/26/2017	805408	Stewart Title Company	CDBG	\$10,000.00	FTHB Tiffanie Olmstead 1140 Dorothy Lane
06/26/2017	805411	Sunbelt Inflatable Tents	Fire Grants	\$6,780.00	TENT, 15-FT X 12-FT SEALED INFLATABLE
06/26/2017	805411	Sunbelt Inflatable Tents	Fire Grants	\$99.00	TENT: SHIPPING (PROMOTIONAL RATE)
06/26/2017	805411	Sunbelt Inflatable Tents	Fire Grants	\$6,995.00	HVAC UNIT, 2.0 TON
06/26/2017	805411	Sunbelt Inflatable Tents	Fire Grants	\$199.00	SHIPPING: HVAC UNIT
06/26/2017	805414	Sysco Montana, Inc.	General	\$563.23	Food for Rose concessions
06/26/2017	805414	Sysco Montana, Inc.	General	\$170.75	Food for Rose concessions
06/26/2017	805414	Sysco Montana, Inc.	General	\$226.20	Food for Rose concessions
06/26/2017	805414	Sysco Montana, Inc.	General	\$1,042.46	Food for Rose concessions
06/26/2017	805414	Sysco Montana, Inc.	General	\$1,568.23	Food for Rose concessions
06/26/2017	805418	The Boyer Company LC	Tax Increment East	\$76,717.70	Development Agreement 2017
06/26/2017	805422	Town & Country Supply Association	Airport	\$16,982.92	Invoice #246306. QTA Car Rental Fuel
06/26/2017	805422	Town & Country Supply Association	Fleet	\$20,458.49	245448 PO NUM 303362
06/26/2017	805422	Town & Country Supply Association	Public Safety	\$844.51	245723:FIRE5 - DIESEL
06/26/2017	805422	Town & Country Supply Association	Public Safety	\$352.62	246268:FIRE5 UNLEADED
06/26/2017	805422	Town & Country Supply Association	Public Safety	\$571.26	246268:FIRE5 DIESEL DELIVERED 6/20/2017
06/26/2017	805422	Town & Country Supply Association	Public Safety	\$469.13	24670:FIRE 6 DIESEL DELIVERED 6/20/2017
06/26/2017	805422	Town & Country Supply Association	Public Safety	\$282.17	246269:FIRE 3 DIESEL DELIVERED

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06/26/2017	805422	Town & Country Supply Association	Public Safety	\$323.61	246271:FIRE1 UNLEADED DELIVERED
06/26/2017	805422	Town & Country Supply Association	Public Safety	\$1,763.99	246272: FIRE 2 DIESEL DELIVERED
06/26/2017	805422	Town & Country Supply Association	Public Safety	\$727.06	246271:FIRE 1 DIESEL DELIVERED
06/26/2017	805423	Tractor & Equipment Co.	Street/Traffic Oper	\$31.97	BLCS0652765
06/26/2017	805423	Tractor & Equipment Co.	Solid Waste	\$719.32	BLW00176344
06/26/2017	805423	Tractor & Equipment Co.	Street/Traffic Oper	\$20.00	BLCS0652668
06/26/2017	805423	Tractor & Equipment Co.	Water	\$238.32	WATER PARTS AND SUPPLIES
06/26/2017	805423	Tractor & Equipment Co.	Solid Waste	\$138.00	Parts for Landfill equipment
06/26/2017	805423	Tractor & Equipment Co.	Solid Waste	\$1,596.48	Parts for Landfill equipment
06/26/2017	805423	Tractor & Equipment Co.	Solid Waste	\$49,475.00	Compact Track Loader for the Landfill
06/26/2017	805423	Tractor & Equipment Co.	Street/Traffic Oper	\$26.42	BLCS0652668
06/26/2017	805423	Tractor & Equipment Co.	Solid Waste	\$5,478.21	BLW00176345
06/26/2017	805430	Valmont Composite Structures	Street/Traffic Oper	\$13,260.00	STREET LIGHTS PO NUM 302718
06/26/2017	805431	Verizon Wireless	Public Safety	\$200.05	Animal Control MDT
06/26/2017	805431	Verizon Wireless	Public Safety	\$212.03	Animal Control
06/26/2017	805431	Verizon Wireless	Police Programs	\$134.87	CCSIU MDT
06/26/2017	805431	Verizon Wireless	Police Programs	\$441.36	CCSIU Cell/PTT
06/26/2017	805431	Verizon Wireless	Police Programs	\$80.02	CCSIU RAVEN
06/26/2017	805431	Verizon Wireless	Parking	\$26.97	PARKING 406-690-5822
06/26/2017	805431	Verizon Wireless	Library	\$53.94	Library Outreach Air Cards
06/26/2017	805431	Verizon Wireless	Public Safety	\$3,630.54	MDT Toughbooks
06/26/2017	805431	Verizon Wireless	Transit	\$607.59	MET Transit Tablets
06/26/2017	805431	Verizon Wireless	Public Safety	\$40.01	Police ICAC 406-690-7347
06/26/2017	805431	Verizon Wireless	Police Programs	\$40.01	POLICE Forensics Tim West 406-794-4826
06/26/2017	805431	Verizon Wireless	Public Safety	\$165.50	POLICE IPAD ST JOHN 406-690-5955 POLICE
06/26/2017	805431	Verizon Wireless	Public Safety	\$40.01	Police MiFi 406-633-0820
06/26/2017	805431	Verizon Wireless	Public Safety	\$40.01	Police US Marshall Toughbooks
06/26/2017	805431	Verizon Wireless	General	\$40.01	PRPL-PARKS PMD Air Card 406-794-6977
06/26/2017	805431	Verizon Wireless	General	\$40.01	PRPL-RECREATION 406-696-1528
06/26/2017	805431	Verizon Wireless	Wastewater	\$10.79	PWBELKNAP-AIR 60/40
06/26/2017	805431	Verizon Wireless	Water	\$16.18	PWBELKNAP-AIR 60/40
06/26/2017	805431	Verizon Wireless	Water	\$323.66	PWBKNP METER SHOP
06/26/2017	805431	Verizon Wireless	Water	\$26.97	PWBKNP WATER TREATMENT
06/26/2017	805431	Verizon Wireless	Water	\$188.79	PWBKNP COMM-METER CityWorks/Neptune
06/26/2017	805431	Verizon Wireless	Water	\$129.46	PW-DIS-COLL CITYWORKS 60/40
06/26/2017	805431	Verizon Wireless	Wastewater	\$86.30	PW-DIS-COLL CITYWORKS 60/40
06/26/2017	805431	Verizon Wireless	Water	\$194.18	PW-Distribution Collection Tablets 60/40
06/26/2017	805431	Verizon Wireless	Wastewater	\$129.46	PW-Distribution Collection Tablets 60/40
06/26/2017	805431	Verizon Wireless	Engineering	\$134.85	PW-Engineering
06/26/2017	805431	Verizon Wireless	Street/Traffic Oper	\$53.94	PW-Streets 406-697-0361 iPad 406-633-1991
06/26/2017	805431	Verizon Wireless	Street/Traffic Oper	\$161.82	PW-STREETS CITY WORKS

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06/26/2017	805431	Verizon Wireless	Solid Waste	\$429.30	Solid Waste Tablets
06/26/2017	805431	Verizon Wireless	Public Safety	\$349.12	June 2017 Fire MDT charges
06/26/2017	805432	Verizon Wireless	Solid Waste	\$248.44	PW-SW-ON CALL Solid Waste On Call
06/26/2017	805432	Verizon Wireless	Street/Traffic Oper	\$341.45	PW-STRT TRFC Streets
06/26/2017	805432	Verizon Wireless	Wastewater	\$292.52	PWBELKNAP-DIST COLL
06/26/2017	805432	Verizon Wireless	Water	\$438.79	PWBELKNAP-DIST COLL
06/26/2017	805432	Verizon Wireless	Wastewater	\$46.64	PWBLKNP OFFICE
06/26/2017	805432	Verizon Wireless	Water	\$69.97	PWBLKNP OFFICE
06/26/2017	805432	Verizon Wireless	Water	\$443.16	PWBLKNP MTRSHOP
06/26/2017	805432	Verizon Wireless	Water	\$966.29	PWBELKNAP-WT Water Treatment
06/26/2017	805432	Verizon Wireless	Solid Waste	\$117.17	PW-Solid Waste
06/26/2017	805432	Verizon Wireless	Engineering	\$182.34	PW-Engineering
06/26/2017	805432	Verizon Wireless	General	\$907.47	PRPL-PARKS
06/26/2017	805432	Verizon Wireless	General	\$38.65	PRPL-PARK SHOPS
06/26/2017	805432	Verizon Wireless	P.W. Admin	\$56.41	Public Works Admin
06/26/2017	805432	Verizon Wireless	Building Inspection	\$749.04	PW-Building (PLANNING)
06/26/2017	805432	Verizon Wireless	General	\$81.78	PRPL-Cemetery
06/26/2017	805432	Verizon Wireless	General	\$173.42	PRPL - Director Admin
06/26/2017	805432	Verizon Wireless	General	\$283.08	PRPL - Recreation Division
06/26/2017	805432	Verizon Wireless	Parking	\$113.60	PRKING ENFORCEMENT (Parking)
06/26/2017	805432	Verizon Wireless	Police Programs	\$43.28	Police-DOM VIOL 406-698-1391
06/26/2017	805432	Verizon Wireless	Public Safety	\$509.81	Police Resource Officers
06/26/2017	805432	Verizon Wireless	Public Safety	\$3,664.86	Police
06/26/2017	805432	Verizon Wireless	Police Programs	\$130.60	Police Forensic 406-794-6880 406-698-7323
06/26/2017	805432	Verizon Wireless	General	\$89.33	Municipal Court Judge
06/26/2017	805432	Verizon Wireless	Municipal Court Grants	\$299.99	Upgraded Randi Felton, Court
06/26/2017	805432	Verizon Wireless	Water	\$249.99	Upgraded Zoe Smith, PUD \$249.99
06/26/2017	805432	Verizon Wireless	General	\$270.40	PRPL REC SEASONAL
06/26/2017	805432	Verizon Wireless	Wastewater	\$729.51	PWBLKNP ELECTRICIANS
06/26/2017	805432	Verizon Wireless	General	\$214.70	PRPL-PARKS-SEASONAL
06/26/2017	805432	Verizon Wireless	Wastewater	\$106.63	PWBLNP-ENVIRONMENTAL
06/26/2017	805432	Verizon Wireless	Transit	\$13.21	Transit MET
06/26/2017	805432	Verizon Wireless	General	\$306.76	Code Enforcement
06/26/2017	805432	Verizon Wireless	Transit	\$39.63	Trans-On Call MET
06/26/2017	805432	Verizon Wireless	Telephone System	\$23.24	TeleComm Manager
06/26/2017	805432	Verizon Wireless	Wastewater	\$815.78	PWBLNP-WWTRMNT1 Wastewater Treatment
06/26/2017	805432	Verizon Wireless	Wastewater	\$19.43	PWBLKNP STORES
06/26/2017	805432	Verizon Wireless	Water	\$58.31	PWBLKNP STORES
06/26/2017	805432	Verizon Wireless	General	\$200.15	Muni Court Drug Court
06/26/2017	805432	Verizon Wireless	Fleet	\$56.78	Motor Pool
06/26/2017	805432	Verizon Wireless	General	\$44.19	Mayor

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06/26/2017	805432	Verizon Wireless	Library	\$376.42	Library
06/26/2017	805432	Verizon Wireless	Information Resources	\$13.21	ITD
06/26/2017	805432	Verizon Wireless	Public Safety	\$1,334.41	Fire Department
06/26/2017	805432	Verizon Wireless	Library	\$13.35	LBRY OTRCH Library Outreach
06/26/2017	805432	Verizon Wireless	Facilities Mngmt	\$71.22	Facilites BOC Plus 70% of 406-672-3027
06/26/2017	805432	Verizon Wireless	Facilities Mngmt	\$59.96	Facilities City Hall Plus 30% of 406-672-3027
06/26/2017	805432	Verizon Wireless	General	\$190.99	City Attorney
06/26/2017	805432	Verizon Wireless	Public Safety	\$113.00	Comm Center 911
06/26/2017	805432	Verizon Wireless	Airport	\$638.95	Airport
06/26/2017	805432	Verizon Wireless	Police Programs	\$78.43	CCSIU
06/26/2017	805437	Westat, Inc	City County Planning	\$14,475.83	Billings-Yellowstone County Household Travel
06/26/2017	805437	Westat, Inc	City County Planning	\$56,431.11	Billings-Yellowstone County Household Travel
06/26/2017	805443	Yellowstone Kellys Catering	General	\$3,000.00	Inv. #2465 Deposit for Employee BBQ

**Regular City Council Meeting**

**Meeting Date:** 07/24/2017

**TITLE:** Zone Change 958 - Skyline Court - Public Hearing and 1st reading

**PRESENTED BY:** Wyeth Friday

**Department:** Planning & Community Services

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**PROBLEM/ISSUE STATEMENT**

This is a zone change from Planned Development (PD) and Residential Multi-family (RMF) to Residential Professional (RP) on Lots 4-12 and 17-21, of Block 59, Foster’s Addition, and Billings Original Town, Block 269, Lots 4-11, a 1.12 acre parcel of land. The Zoning Commission conducted a public hearing on July 5, 2017, and is forwarding a recommendation of approval based on the findings of the 10 criteria.

Zone Change applications are reviewed using statutory criteria referenced in the Alternatives Analyzed section of this memo. Zone Changes require approval through an ordinance. Zone Changes allow the change from one type of zoning district to another types 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 reviewed the application and recommended approval to the Zoning Commission based on the findings of the 10 review criteria. The Zoning Commission concurred with the recommendation. The proposed zoning and use of the property is compatible with the adjacent and surrounding land uses. Since the property is directly adjacent to land zoned for residential purposes and used for residential dwellings, the requirements of Section 27-612(e), will need to be followed. These regulations, better known as Neighborhood Manners, restrict outdoor lighting, signage locations, waste storage and collection, as well as requiring screening and buffering of adjacent property.

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

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

The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy:

- Essential Investments: Infill development and development near existing City infrastructure may be the most cost effective. Neighborhoods that are safe and attractive and provide

essential services are much desired.

New buildings, sidewalks, landscaping and fencing would make this area of Billings more visually appealing to residents and visitors. Infill development is the most cost effective since there is already infrastructure in place. Providing basic services near residential development is much desired and convenient to the local residential community.

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

Rezoning the parcel will allow construction of the proposed medical building which will require employees and provide jobs that will be a benefit to the community.

- **Strong Neighborhoods:** Neighborhoods that are safe and attractive and provide essential services are much desired.

The proposed zoning will allow the construction of the proposed medical building and clean up an area in Billings that has been underused and fallen into disrepair which attracts unwanted activity in the area. New development will provide needed services and be more attractive than what has been on this land for many years.

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 current zoning of the parcel does not lend itself to single family housing because it is on the edge of a commercial development and a major road, 27th Street, and doesn't provide for enough separation from the traffic noises or safety concerns. Most of this property has fallen into disuse and neglect over the years. This has had a negative effect on the surrounding properties and neighborhood. Re-zoning this property would allow redevelopment and will promote the public health, safety and general welfare of the area.

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

**Transportation:** The proposed zoning will not have any effect on the existing transportation system.

**Water and Sewer:** The City provides water and sewer to the property. There will be no additional impacts to the system from the proposed zoning.

**Schools and Parks:** Schools and parks should not be affected by the proposed zoning.

**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 transportation systems.

7. Will the new zoning promote compatible urban growth?

The new zoning does promote compatibility with urban growth. The proposed zoning will allow this parcel to re-develop into a medical building which will provide needed service to Billings and the surrounding areas around Billings, and a lower traffic use for a medical building is compatible with the existing neighborhood.

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. The proposed zoning will allow the re-development of the land as a medical use and improve the area with new buildings, landscaping and separation from the major road, 27th Street, for the residential uses that it abuts.

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

The property is currently mostly a vacant lot with 3 older residential building that have fallen into disrepair. The proposed development of a medical building with landscape, new sidewalks, and buildings will most likely improve values in the neighborhood. Approval of the zone change will conserve the value of the existing surrounding buildings and the parcel will be improved by the proposed zoning.

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

The proposed zoning will allow re-development of the land to a new medical building. Residential development on this property and more intense commercial development is not the most appropriate use of the land at this location. A medical services development to buffer residential from higher intensity commercial development is the best use of the land.

## **FINANCIAL IMPACT**

If the zone change is approved, the property will likely develop as proposed by the owner for professional offices or medical uses. The property value will increase based on the value of those improvements. The City fees assessed based on zoning will be adjusted for the new zoning district. If the zone change is not approved, it is not likely a new development for residential purposes will be proposed by this owner. The land will remain mostly undeveloped.

## **BACKGROUND**

### **APPLICATION DATA**

OWNER: Campos/Dorn LLC

AGENT: Sanderson Stewart

LEGAL DESCRIPTION: Lots 4-12 and 17-21, of Block 59, Foster's Addition and Billings Original Town, Block 269, Lots 4-11

ADDRESS: SW corner of 7th Avenue North and North 25th Street

CURRENT ZONING: Planned Development (PD) and Residential Multi-family (RMF)

EXISTING LAND USE: Vacant with Some Multi Family

PROPOSED USE: Medical building

SIZE OF PARCEL: 1.12 acres

This is a zone change request to allow a use on land that has stood mostly vacant for quite a few years. The lots were originally zoned residential. In 2007, a PD was created that is currently in place. Although there has been some construction of multi family within the PD, the entire property has not developed as originally planned. Recently, the land has been vacant land with no new development that has on occasion attracted unwanted activity to the area. The current

zoning of the PD would allow Residential Multi Family only. The proposed zoning, Residential Professional, would allow the construction of professional offices and medical clinics that would be along a major corridor in Billings and similar to what is along the corridor now. The proposed zone change is only on a portion of the area that was originally zoned PD so that the existing multi-family development will remain in compliance with the zoning regulations.

The Planning staff has reviewed the request and is recommending approval, the Zoning Commissions concurred with this recommendation, based on the proposed findings of the 10 criteria for zone changes. The zoning would make the proposed land more developable as a professional office or clinic development along a main corridor through Billings. The proposed zoning will stabilize the property value, allow for future investment in maintenance without risk to the property owners, and provides a needed choices in Billings. The proposal also is supported by the City's Infill Policy and 2016 Growth Policy. The guidelines for Essential Investments, Prosperity and Strong Neighborhoods in the 2016 Growth Policy include: Public right of way will be landscaped to be more visually appealing, infrastructure already in place, professional areas that encourage more pedestrian activity, provide local jobs, safe and attractive neighborhoods that also provide essential services. The proposed zone change is supported by these guidelines. The proposed zoning would allow the property to be re-developed into Residential Professional and redevelop an underutilized area in Billings.

## **STAKEHOLDERS**

The Zoning Commission conducted a public hearing on July 5, 2017, and received the staff recommendation and testimony from the owner and agent. The agent was the only person in attendance. There was no one else in attendance at the public hearing.

The Zoning Commission chairman closed the public hearing. A motion to recommend approval and adoption of the findings of the 10 criteria was made by Commission Member Dennis Ulvestad and seconded by Commission Member Michael Boyett. The motion was approved on a 4 to 0 vote. Commission member Mike Larson was absent.

## **CONSISTENCY WITH ADOPTED POLICIES OR PLANS**

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

## **RECOMMENDATION**

The Zoning Commission recommends approval and adoption of the findings of the 10 criteria for Zone Change 958 on a 4 to 0 vote.

## **APPROVED BY CITY ADMINISTRATOR**

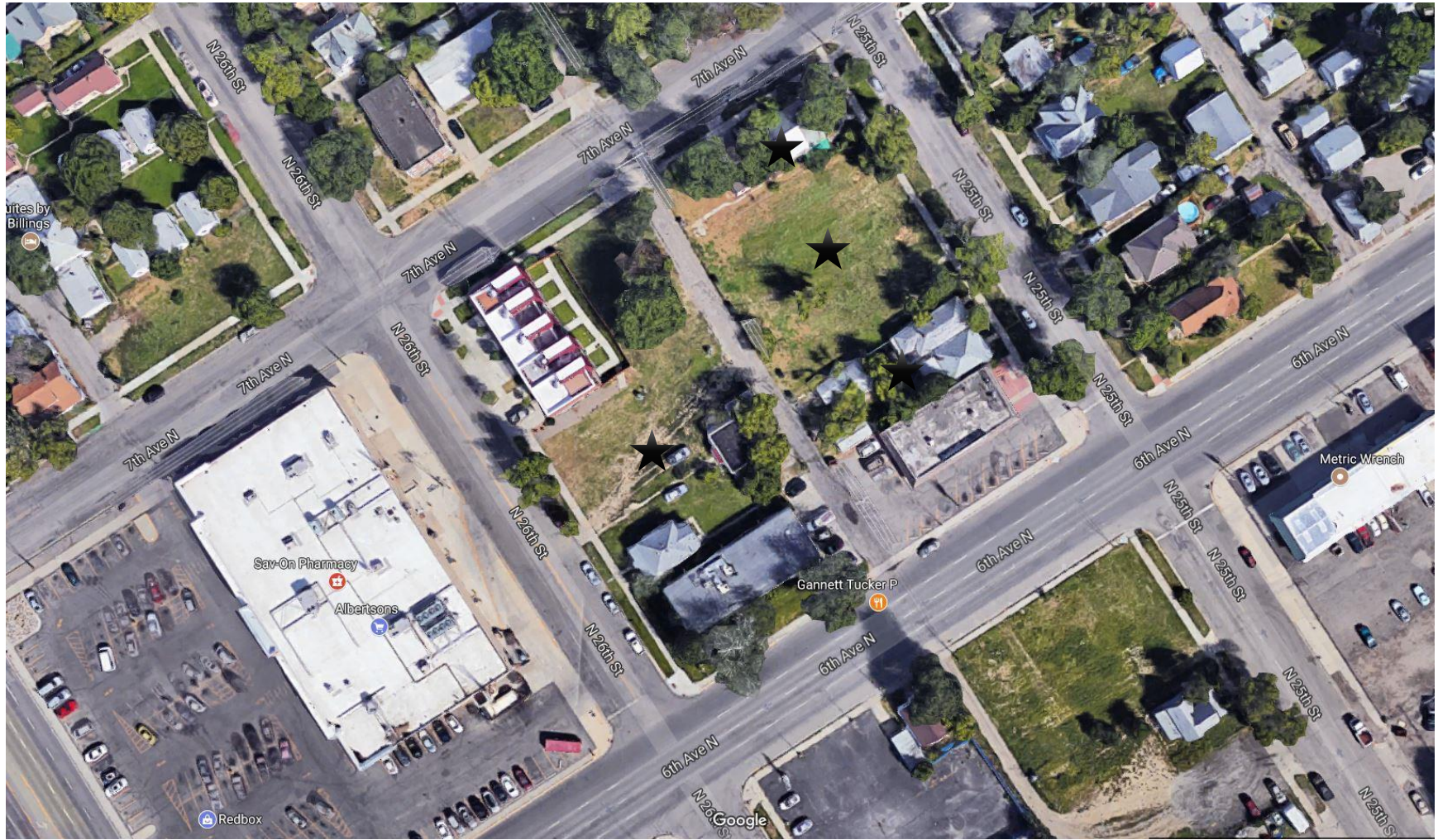
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### **Attachments**

Zoning Map and Site Photos  
Pre-application meeting notes  
Ordinance

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Subject Property ★



Subject Property – view from N 25<sup>th</sup> Street



View east from N 25<sup>th</sup> Street looking south



View of house on the north east corner of subject property



View south east across N 25<sup>th</sup> St. from subject property



View west from the corner of 7<sup>th</sup> Ave. N and N 25<sup>th</sup> St.

## NEIGHBORHOOD MEETING MINUTES

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**Project:** Skyline Court Zone Change **Project #:** P-17013  
**Meeting Date:** Tuesday, May 30, 2017 **Time:** 5:00 pm  
**Meeting Location:** Billings Public Library, 510 N. Broadway, Billings, MT 59101  
**Attending:** Attendance Sheet Attached

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### *Project Overview:*

- Proposed zone change is to go from Planned Development to Residential Professional.
- Project consists of a 12,150 SF Dialysis Building (presented preliminary site plan).
- Project includes 61 parking stalls which is minimum required by code.
- Project includes a two-lane drop-off area for patients.
- Project will include 32 stations and be staffed by 20 employees +/-.
- Plan is to submit a zone change application June 5<sup>th</sup>.

### *Discussion:*

- Hafers not necessarily opposed to project but had some concerns with the site plan.
- Asked if the building could be located in the NE corner of the property with the drop lane on the south side.
- Prefer a more “urban” layout with the building street side and parking interior.
- Asked if the two approaches on North 26<sup>th</sup> are necessary and concerned the south drive aisle might become a “shortcut” between North 26<sup>th</sup> and North 25<sup>th</sup>.
- Asked if 61 stalls are required and we confirmed that is code minimum unless a parking variance was requested and approved. It was discussed that 61 may not be required from an operation standpoint as most of the patients are dropped off.
- We communicated that we take and relay these comments to the design team and see if there are options to help address any of these comments.

*Prepared By: Pat Davies*

**ORDINANCE NO. 17-\_\_\_\_\_**

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR Lots 4-12 and 17-21 of Block 59 Foster's Additions and Billings Original Town block 269, Lots 4-11, a 1.12-acre parcel of land, generally located on the south west corner of 7<sup>th</sup> Avenue North and North 25<sup>th</sup> Street.

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 4-12 and 17-21 of Block 59 Foster's Additions and Billings Original Town block 269, Lots 4-11, a 1.12-acre parcel of land, generally located on the south west corner of 7<sup>th</sup> Avenue North and North 25<sup>th</sup> Street is presently zoned **Planned Development with Residential Multi-family-Restricted (RMF-R) as underlying zoning** and is shown on the official zoning maps within these zones.

3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcel** is hereby changed from **Planned Development with underlying zoning of Residential Multi-family-Restricted (RMF-R) to Residential Professional (RP)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Residential Professional (RP)** as set out in the Billings, Montana City Code.

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

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

PASSED by the City Council on first reading July 24, 2017

PASSED, ADOPTED AND APPROVED on second reading August 14, 2017.

CITY OF BILLINGS:

BY: \_\_\_\_\_  
Thomas W. Hanel, Mayor

ATTEST:

BY: Denise Bohlman, City Clerk  
Zone Change 958 – south west corner of 7<sup>th</sup> Avenue North and North 25<sup>th</sup> Street

**Regular City Council Meeting**

**Meeting Date:** 07/24/2017

**TITLE:** Special Review 956 - 422 Foxy Lane- Multi-family dwellings

**PRESENTED BY:** Wyeth Friday

**Department:** Planning & Community Services

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**PROBLEM/ISSUE STATEMENT**

This is a special review request to allow the construction of 2 new four-unit multi-family buildings in a Residential 6,000 (R-60) zone on Block 3, Lot 6 of Superior Homes Subdivision, a 37,600 square foot parcel of land, generally located at 422 Roxy Lane. The Zoning Commission conducted a public hearing on July 5, 2017, and is forwarding a recommendation of conditional approval.

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; pr
- Delay action on the request for up to 30 days.

**APPLICATION DATA**

OWNER: Ann Bustell

AGENT: Tom Reiner and Territorial Land Works, Neil Thompson

LEGAL DESCRIPTION: Superior Homes Subdivision, Block 3, Lot 6

ADDRESS: 422 Roxy Lane

CURRENT ZONING: R-60

EXISTING LAND USE: Vacant land

PROPOSED USE: Two 4-plex buildings (8 total units)

SIZE OF PARCEL: 37,600 square feet (.86 acres)

The Planning Division reviewed the application and recommended conditional approval to the Zoning Commission. The Zoning Commission concurred with the recommendation. Before a recommendation of approval or conditional approval can be made, each special review request must demonstrate conformance with three primary criteria: 1) The application complies with all parts of the Unified Zoning Regulations, 2) The application is consistent with the objectives and purposes of the Unified Zoning Regulations and the 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.

The application conforms to the first criteria because it is in a zoning district (R-60) that allows this use and the site will be developed for the proposed use. The application complies with the second criteria and is supported by some of the goals and guidelines of the 2016 Growth Policy.

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

The development of a vacant parcel in this established neighborhood in Billings Heights will be a cost effective infill project where City infrastructure and services already exist.

**Strong Neighborhoods:**

Neighborhoods that are safe and attractive and provide essential services are much desired. Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels.

Implementation of the Infill Policy is important to encourage development of underutilized properties.

The proposed development meets the above noted guidelines for Strong Neighborhoods by encouraging infill development in a safe and attractive neighborhood, ensuring the mixture of housing types in the area and encourages the development of other vacant and under-utilized property.

**Home Base:**

A mix of housing types that meet the needs of a diverse population is important.

Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe.

Energy efficient housing can reduce energy consumption.

The proposed development supports the needs of our diverse population, provides new energy efficient housing choices that will be affordable in a safe and attractive neighborhood.

The application also meets the third criteria in that it is compatible with surrounding land uses in the area. This site is in a mixed housing choice area of Billings, with good access to transportation choices and services. There are minimal impacts from the proposed use 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 with the following recommended conditions:

1. The special review approval is limited to 2, four-unit multi-family buildings (8 units total) on Lot 6, Block 3 of Superior Homes Subdivision, generally located at 422 Roxy Lane. No other use is intended or implied by this approval.
2. The development and placement of the 2 buildings, paved parking lot, landscaping, access and general site layout will be in substantial conformance with the submitted plans dated May 2017. Compliance with Engineering Division requirements for off-street parking lots and solid waste storage will be required.
3. There will be no construction activity before 7 am or after 8 pm daily.
4. A fence or wall shall be constructed along the east and south property lines. The fence or wall may be between 4 feet and 6 feet in height at the choice of the applicant. A fence permit

application will be required. The fence should be constructed prior to the first certificate of occupancy being issued for the units.

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 be developed and contribute to the City's tax base. If the special review is not approved, the property may remain un-developed in the near future.

## **BACKGROUND**

This is an application to allow construction of 2, four-dwelling unit buildings in a R-60 zone on property near the intersection of Roxy Lane and Lake Elmo Drive. There are 2 nearby properties in the R-60 zoning district that have similar 4-family dwellings, but were constructed prior to the special review requirement in the R-60 zone. Since 1997, property in the R-60 zone proposed for a multi-family dwelling (3 or more attached units) requires a special review approval. The lot area requirement for each 4-family dwelling is 10,000 square feet. The lot area is 37,600 square feet. The applicant has included a site plan showing paved access to the site, 15 off-street parking spaces, 4 of those spaces are accessible spaces, 2 new buildings each 22 feet in height, landscaping, and area for storm water retention. The applicant has indicated an area for "overflow gravel parking". Planning believes the City Engineering requirements for off-street parking will allow a gravel parking area as proposed. However, this area, if used for parking, will need to meet the City's Engineering standards.

This area of Billings Heights between Lake Elmo Drive and Main Street is an area designated for higher density housing, mixed uses or commercial developments. This area was designated for this development pattern by the 2006 Billings Heights Neighborhood Plan. The existing development pattern does mirror this pattern to a certain degree. There are a mixture of housing choices in this area from manufactured homes, to site built homes, duplexes, townhomes, and apartments for rent. Closer to Main Street on these connecting streets, there are businesses and commercial activity although not neighborhood service type businesses. The property surrounding the subject property has the complete universe of housing choice in the area. The lot is much larger than the required minimum for 2, four-unit dwellings.

Roxy Lane is an un-paved City street originally developed as a gravel road to County development standards. The City recently made major improvements to Lake Elmo Drive to create a full collector street for motorists, curb-side parking and pedestrian facilities. A short section of Roxy Lane is paved where it meets Lake Elmo Drive. The remainder of Roxy Lane is gravel and the street is incomplete through to Main Street. The street currently stops before crossing a drainage ditch. There is an informal access from the dead end to the north that connects with Sharron Lane. Lake Elmo Drive carries about 5,000 vehicle trips per day and has a daily MET transit fixed route (#18-Heights) and serves as a primary north/south route west of Main Street. Roxy Lane is a stop controlled intersection. The likely increase in traffic trips from the proposed 8 dwelling units will be less than 70 new trips per day. There may be short term construction impacts while the property is developed but post construction traffic should not

impact existing levels of service on Lake Elmo Drive.

## **STAKEHOLDERS**

The Zoning Commission conducted a public hearing on July 5, 2017, and received the staff report and recommendation as well as testimony from the applicant's agent. There was no one else in attendance at the public hearing to speak in opposition.

The public hearing was closed and Commissioner Mike Boyett made a motion to recommend conditional approval. The motion was seconded by Commissioner James Mariska. The Commission voted 4-0 in favor of the motion. Commission Member Mike Larson was absent.

## **CONSISTENCY WITH ADOPTED POLICIES OR PLANS**

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

## **RECOMMENDATION**

The Zoning Commission recommends that the City Council grant conditional approval and adoption of the findings of the 3 criteria for Special Review 956.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Zoning Map and Site Photos  
Applicant letter and Site Plan

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**Surrounding Zoning**  
Special Review #956 – 422 Roxy Lane







Subject property from Roxy Lane



View east along Roxy Lane



View west along Roxy Lane



View north across Roxy Lane

Application and Site Plans  
Special Review #956 – 422 Roxy Lane



Billings Branch | 3333 2<sup>nd</sup> Ave N. Suite 230 | Billings, MT 59101

May 08, 2017

Planning & Community Services Department  
Planning Division  
2825 3<sup>rd</sup> Ave. North, 4<sup>th</sup> Floor  
Billings, MT 59101

RE: Special Review Application  
Superior Homes Sub. S15, T01N, R26E, Block 3, Lot 6.

Dear Chairperson:

The owner of the above property, Ann Bustell, wishes to complete a special review for the property. Ann wishes to build two (2) four-plexes on her lot with onsite parking. The property is 0.86 acres in size and is currently undeveloped. Each apartment building will have four (4) rental units. A small boulder pit will be located in the northwest corner of the property.

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

The requested new construction will provide additional housing for the immediate billings area.

***B. Explain your need for the intended use of the property at this location?***

The requested new development will provide additional housing for the immediate area, help promote further growth, as well as provide increased tax revenue and for the city.

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

The requested new construction project will provide additional housing for the billings area as well as help beautify the surrounding area by developing and landscaping a vacant lot.

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

Ann Bustell wishes to develop the lot using new construction. She wishes to build two (2) four-plex buildings, off street parking for the tenants, and a private entry way running down the middle of the lot. This review is being sought to verify compliance with the city and its growth policy.

Thank you for consideration of our submittal.

Sincerely,  
Territorial-Landworks, Inc.

Neil Thompson, E.I.

Enclosures: Special Review Application Packet (includes attachments)  
Review fees of \$1,215.00  
Site Photos Exhibit

C. Ann Bustell and Tom Reiner  
File and Scan (w/ enclosures)

T:\1\_ACTIVE FILES\2017 Projects\4546 - Ann Bustell 422 Roxy Lane Site Plan\3\_ENG DESIGN\3.7\_Site Plan (Res. or Comm.)\special review\tr.2016-11-16.Zone Change Application Coverletter.doc Wednesday, May 17, 2017, 2:15 PM

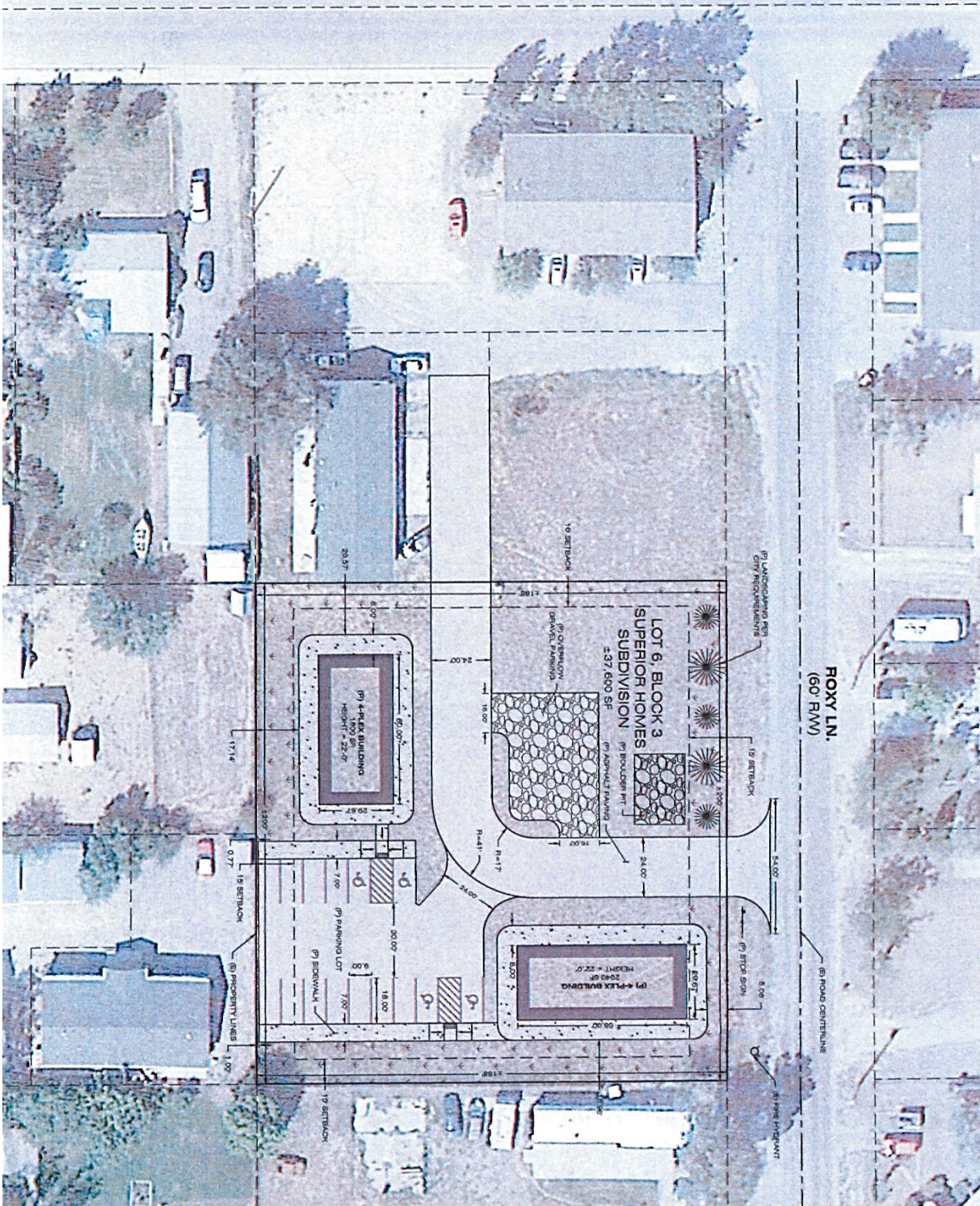
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LAKE ELMO DR.  
(60' R/W)

ROXY LN.  
(60' R/W)



**Regular City Council Meeting**

**Meeting Date:** 07/24/2017

**TITLE:** Amendment #2 to Memorandum of Understanding with Montdevco and Montdevco II, establishing a new termination date of January 8, 2018

**PRESENTED BY:** Bruce McCandless, Assistant City Administrator

**Department:** City Hall Administration

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**PROBLEM/ISSUE STATEMENT**

At its June 26, 2017 meeting, the City Council approved a one month extension of the proposed One Big Sky Center (OBSC) redevelopment project Memorandum of Understanding (MOU). The MOU will terminate on July 31, 2017, without further Council action. The MOU allows City staff to work with the project's development team to produce a Development Agreement for Council consideration, but prohibits any City participation in a competing redevelopment project on the same property while the MOU is in effect.

The development team representatives, including new partner the Hammes Company, attended a special City Council meeting on July 10, 2017, and requested that the City Council extend the project's Memorandum of Understanding (MOU) for a six (6) month term. Council indicated that it wanted to consider this request at its July 24, 2017 meeting. The attached Amendment No. 2 will extend the term of the MOU until January 8, 2018, which is the Council meeting that is closest to the requested 6 month term extension. The Council could approve the extension until December 11, 2017, which is probably the last Council meeting of the year, but this would be a five (5) month extension. The Council could also extend the agreement through October, which is the month in which Hammes Company promised to complete its economic analysis and business plan.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the developer's request to extend the MOU termination date to January 8, 2018, or;
- Approve extending the MOU termination date to a different date, or;
- Not approve an extension and the MOU will terminate on July 31, 2017.

**FINANCIAL IMPACT**

There is a small, but unknown financial impact from this action. Staff will commit time to research and in negotiations. Staff or Council may request a background report on the new development team partner, the Hammes Company, which would be conducted by a consultant that will charge for its services. Assuming that any public portion of the project would require bonding, the City's bond counsel, Dorsey-Whitney, may also be consulted.

**RECOMMENDATION**

Staff recommends that the City Council approve Amendment No. 2 to the OBSC Memorandum of Understanding with MontDevCo, LLC and MontDevCo II, LLC that extends the termination date until January 8, 2018.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Memorandum of Understanding  
Amendment 1  
Amendment 2

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**MEMORANDUM OF UNDERSTANDING  
(ONE BIG SKY CENTER DEVELOPMENT PROJECT)**

THIS MEMORANDUM OF UNDERSTANDING (this “**Memorandum**”) is entered into as of the 14th day of November, 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: Thomas W. Havel  
Mayor

Attest: Denise B. Bohlerman  
City Clerk

**MONTDEVCO II, LLC**

M. Burke McHugh  
Name: M. Burke McHugh  
Title: Partner

**MONTDEVCO, LLC**

M. Burke McHugh  
Name: M. Burke McHugh  
Title: Partner

**EXHIBIT A**



**Memorandum of Understanding Amendment #1**  
**One Big Sky Center Development Project, Billings, Montana**

THIS AMENDED MEMORANDUM OF UNDERSTANDING, dated June 26, 2017, is made and entered into by and between The CITY OF BILLINGS, Montana, a Montana municipal corporation ("City"), and MONTDEVCO, LLC and MONTDEVCO II, LLC, both being Montana limited liability companies ("Developer").

**RECITALS:**

1. City and Developer entered into a Memorandum of Understanding, dated November 14, 2016, relating to negotiating a final development agreement for a mixed use development project in the city of Billings that will include both private and public components and is commonly known as the Big Sky Center Development Project ("Project").
2. City and Developer enter into this amendment to the original Memorandum of Understanding in order to revise the term as expressly set forth below.

**MEMORANDUM OF UNDERSTANDING AMENDMENT**

City and Developer stipulate and agree that the above-described Memorandum of Understanding shall be amended in the following respects:

1. Section 5. Term of Memorandum and Termination. The date of "July 31, 2017" shall be substituted in place of the date of "June 30, 2017".
2. The above-described Memorandum of Understanding, dated November 14, 2016, shall remain in full force and effect, binding upon the parties according to its original terms, except as expressly set forth hereinabove.

IN WITNESS WHEREOF, the parties hereto have executed this Amended Memorandum of Understanding as of the day and year first set forth above.

DEVELOPER:

**MONTDEVCO, LLC**, a Montana Limited Liability Company

By: 

Name: M. Burke, M-Height

Title: Principal/manager

LANDLORD:

**THE CITY OF BILLINGS, MONTANA**,  
a Montana municipal corporation

By: 

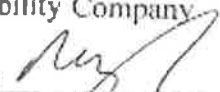
Thomas W. Hancl, Mayor

MONTDEVCO II, LLC, a Montana Limited  
Liability Company

By:

Name:

Title:

  
M. Burke McHugh  
Principal/manager

## Memorandum of Understanding Amendment #2

One Big Sky Center Development Project, Billings, Montana

THIS AMENDED MEMORANDUM OF UNDERSTANDING, dated July 24, 2017, is made and entered into by and between The **CITY OF BILLINGS**, Montana, a Montana municipal corporation ("City"), and MONTDEVCO, LLC and MONTDEVCO II, LLC, both being Montana limited liability companies ("Developer").

### RECITALS:

1. City and Developer entered into a Memorandum of Understanding, dated November 14, 2016, relating to negotiating a final development agreement for a mixed use development project in the city of Billings that will include both private and public components and is commonly known as the Big Sky Center Development Project ("Project").

2. City and Developer executed Amendment #1 to the Memorandum of Understanding on June 24, 2017, which amended Section 5 and changed the termination date from June 30, 2017 to July 31, 2017.

3. City and Developer enter into this amendment to the original Memorandum of Understanding and Amendment #1 in order to revise the term as expressly set forth below.

### MEMORANDUM OF UNDERSTANDING AMENDMENT

City and Developer stipulate and agree that the above-described Memorandum of Understanding and Amendment #1 shall be amended in the following respects:

1. Section 5. Term of Memorandum and Termination. The date of "January 8, 2018" shall be substituted in place of the date of "July 31, 2017".

2. The above-described Memorandum of Understanding, dated November 14, 2016, shall remain in full force and effect, binding upon the parties according to its original terms, except as expressly set forth hereinabove.

IN WITNESS WHEREOF, the parties hereto have executed this Amended Memorandum of Understanding as of the day and year first set forth above.

DEVELOPER:

**MONTDEVCO, LLC**, a Montana Limited Liability Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LANDLORD:

**THE CITY OF BILLINGS, MONTANA**,  
a Montana municipal corporation

By: \_\_\_\_\_  
Thomas W. Hanel, Mayor

**MONTDEVCO II, LLC**, a Montana Limited  
Liability Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Regular City Council Meeting**

**Meeting Date:** 07/24/2017

**TITLE:** Alberta Bair Theater TIFD Allocation

**PRESENTED BY:** Tina Volek, City Administrator

**Department:** City Hall Administration

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**PROBLEM/ISSUE STATEMENT**

The Downtown Billings Partnership Board of Directors has recommended that the City Council approve up to a \$3.5 million allocation of Tax Increment Financing District (TIFD) funds to the Alberta Bair Theater (ABT) from the Expanded N. 27th Street Urban Renewal District as part of an \$11 million campaign to repair and expand the theater at 2720 Third Avenue North. The theater is owned by the City, but operated by the Alberta Bair Theater Corporation under a 30-year lease last renewed by the City Council in October 2012. The corporation pays a \$1 per year lease to the City and pays all assessments, but the building is exempt from property taxes because it is City-owned and the tenant is a non-profit, public benefit corporation.

TIFD funds would be used for installation of an elevator and construction of handicapped-accessible restrooms to conform with the Americans with Disabilities Act, for moving the sidewalk around the theater to parts of Third Avenue North and North Broadway that were vacated by the City in June 2016, for upgrading the facade, and for stabilizing the structure.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the TIFD funding;
- Postpone action on the request; or
- Disapprove the allocation, forcing the ABT Corporation to seek \$3.5 million in funding elsewhere.

**FINANCIAL IMPACT**

If the City does not issue new TIFD bonds, the Downtown Billings Partnership (DBP) staff estimates it should be able to fund the Alberta Bair Theater Corporation's request, and complete an addition \$51 million in additional projects before the TIFD sunsets.

The Alberta Bair Theater Corporation had annual expenditures of \$1.71 million in the 2015-16 season, and estimated it has an annual impact of \$4.2 million on the Billings economy. It had 84 events and an annual attendance of 84,440 persons, an estimated 9,290 from outside Yellowstone County. The theater has 10 employees and 108 volunteers.

The Alberta Bair Theater Corporation originally requested a \$5 million contribution, but the DBP executive committee recommended the lesser amount, in order to preserve TIFD revenues for other projects and to increase the proportion of private donations to the project.

As with all TIFD projects, funds would be payable only on a reimbursement basis, with the Alberta Bair Theater Corporation providing construction costs through loans or other donation

sources.

## **RECOMMENDATION**

Staff recommends approval of the DBP Board recommendation to authorize a \$3.5 million reimbursement from TIFD funds to the Alberta Bair Theater Corporation for qualified improvements made as part of an \$11 million renovation of the theater.

## **APPROVED BY CITY ADMINISTRATOR**

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