REVISED as of 11/09/17
Items 1C and 3 changed

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS **November 13, 2017** **6:30 P.M.**

CALL TO ORDER: Mayor Hanel

PLEDGE OF ALLEGIANCE: Mayor Hanel

INVOCATION: Councilmember Brewster

ROLL CALL: Councilmembers present on roll call were:

MINUTES: October 23, 2017 - Regular Business
October 30, 2017 - Special Meeting

COURTESIES:

PROCLAMATIONS: Small Business Saturday - November 25, 2017

ADMINISTRATOR REPORTS - BRUCE MCCANDLESS

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1, 3B 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 meeting.)

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

A. **Amendment No. 4, Cellular Tower Ground Lease located at Billings Regional Landfill,** Gold Creek Cellular of Montana Limited Partnership; revenue first year $8,000, revenue subsequent years adjusted by CPI-U.

B. **Approval** of lease renewal of the Non-Commercial Aviation Ground Lease with First Interstate Bank, revenue first year $3,675, revenue subsequent years adjusted by CPI-U.

C. **Approval** of Mercer Group, Inc. project manager substitution.

D. **Consulting Agreement** with Kittleson and Associates; $225,000; 2018 Billings Urban Area Long Range Transportation Plan and Public Participation Updates.

E. **Consulting Agreement** with Kittleson and Associates; $125,000; MPO Travel Demand Model.

F. **Professional Services Contract** for W.O. 17-16, Fox Pump Station Improvements; Morrison Maierle Inc.; $315,200.

G. **Professional Services Contract** for W.O. 18-06, EBURD 10th Avenue North to 13th Avenue North; Sanderson Stewart; $735,535.

H. **Drainage Easement** for Lots 2 and 3, Block 8, Vintage Estates Subdivision.

I. **Approval and Acceptance** of U.S. Department of Homeland Security Grant for the Bomb Squad for training; $10,000.

J. **Approval and Acceptance** of U.S. Department of Homeland Security Grant for the Six Montana Regional Fire Department Hazmat Teams; $360,000.

K. **Preliminary Major Plat** of Copper Ridge Subdivision, 7th Filing, generally located on the north side of Rimrock Road, east and west of 70th Street West, and west of the existing Copper Ridge Subdivision; Gary Oakland and Marvin Hessler, owners; Sanderson Stewart, agent.

L. Bills and Payroll:

1. October 5 and 10, 2017

2. October 16, 2017

3. October 23, 2017

REGULAR AGENDA:

2. **PUBLIC HEARING AND RESOLUTION** adopting the Parks, Recreation and Open Space Comprehensive Plan. Staff, the Parks, Recreation and Cemetery Board and the City/County Planning Board recommends approval. (Action: approval or disapproval of staff and Boards' recommendation.)

3. **SID 1403, Gleneagles Boulevard**

A. **PUBLIC HEARING AND RESOLUTION** creating SID 1403, Gleneagles Boulevard. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

B. **PROFESSIONAL SERVICES CONTRACT** for SID 1403; Performance Engineering and Consulting; $145,137. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

4. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending the boundaries of Ward II to exclude the portion of recently de-annexed property in De-Annexation #17-04: approximately 49 acres of undeveloped land described as portions of Terrace Estate Subdivision, 3rd filing; James and Jo Ann Boyer, petitioners. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

5. **NOMINATION AND ELECTION** of Deputy Mayor. Staff recommends City Council nominate and elect a Deputy Mayor. (Action: approval or disapproval of staff recommendation.)

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

COUNCIL INITIATIVES:

ADJOURN:

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

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

Consent **1. A.**

Regular City Council Meeting

Meeting Date: 11/13/2017

TITLE: Approval of Amendment Number Four to the Lease with Gold Creek Cellular of Montana Limited Partnership at the Billings Regional Landfill

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

Gold Creek Cellular of Montana Limited Partnership, doing business as Verizon Wireless has leased space at the Billings Regional Landfill for their cell tower and associated equipment beginning in November 16, 1987. This lease has been amended three times since the original lease. The first three amendments updated the lessee's equipment, extended the term of the lease, and increased the lease amount. The current lease is scheduled to expire on November 30, 2017. Gold Creek Cellular desires to continue leasing this space at the landfill. Staff has worked with Gold Creek Cellular for a fourth amendment to the lease. This fourth amendment combines the items in the original lease with the previous amendments into one document. This amendment also extends the lease to November 30, 2022 and grants the lessee the exclusive option to extend the primary term of this lease for an additional two five year periods with the same terms and conditions herein. The lessee has asked that Council also approve a Memorandum of Lease that will be recorded.

ALTERNATIVES ANALYZED

City Council may:

- Approve amendment number four for the cellular tower lease with Gold Creek Cellular of Montana; or
- Disapprove the amendment with Gold Creek Cellular of Montana.

FINANCIAL IMPACT

The first year of this extended lease will generate $8,000 of revenue for the Solid Waste Division of the Public Works department. Commencing on December 1, 2018, the rental fee will be adjusted annually on December 1st of each year by the greater of three percent (3%) or the percent increase in the Consumer Price Index for All Urban Consumers (CPI-U): US City Average – all items (1982 – 1984 = 100) published by the Bureau of Labor Statistics of the U.S. Department of Labor (the "Index"), for the immediately preceding year.

RECOMMENDATION

Staff recommends that the City Council approve amendment number four and the Memorandum of Lease for the cellular tower ground lease with Gold Creek Cellular of Montana Limited Partnership doing business as Verizon Wireless.

APPROVED BY CITY ADMINISTRATOR

Attachments

Cellular Lease Amendment No 4
Cellular Lease Memo of Lease

THE FOURTH AMENDED AND RESTATED LEASE AGREEMENT

THIS FOURTH AMENDED AND RESTATED LEASE AGREEMENT ("Amendment"), is made and entered into this ____ day of _____, 2017 by and between GOLD CREEK CELLULAR of MONTANA LIMITED PARTNERSHIP d/b/a Verizon Wireless ("Lessee"), and THE CITY OF BILLINGS, a municipal corporation under the laws of the state of Montana ("Lessor").

Recitals

Whereas, Lessor owns the real property described on Exhibit "A" attached hereto and by this reference made a part hereof (the "***Parent Parcel***"); and

Whereas, Lessor (or its predecessor-in-interest) and Lessee (or its predecessor-in-interest) entered into that certain Lease Agreement dated November 16, 1987 (as the same may have been amended, collectively, the "***Lease***"), pursuant to which the Lessee leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease, which is otherwise scheduled to expire on November 30, 2017; and

Whereas, Lessee, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("***American Tower***"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Premises, as defined below, all as more particularly described therein; and

Whereas, Lessee has granted American Tower a limited power of attorney (the "***POA***") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA; and

Whereas, for and in consideration of the mutual promises and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Lease pursuant to the following terms, inclusive of the referenced Exhibits attachment hereto:

1. Lease. The Parties hereby agree that the terms of this Amendment shall supersede and replace any terms contained in the Lease.

2. Lease of Premises. Lessor leases exclusively to Lessee and Lessee leases from Lessor certain real property consisting of approximately Three Thousand Two Hundred (3,200) square feet (40'x80') and such additional property as shall be required by Lessee if agreed to by Lessor (the "***Premises***") to accommodate Lessor's use as set forth in Paragraph 2, and more particularly described on Exhibit "A."

3. Use. The Premises is to be used by Lessee for (i) the transmission and reception of communications and signals in any and all frequencies currently allowed by federal and state law or which may be allowed by federal and state law in the future, (ii) the construction thereon of additional facilities as solely determined by Lessee, including, without limitation, towers and support buildings and (iii) antennas, electrical components, related hardware and other business apparatus affixed to the tower and/or building (all electronic equipment, antennas and related hardware are referred to hereinafter as the "***Antenna Facility***"). The tower and/or support building on the Premises shall be used exclusively by the Lessee, except as covered in Paragraph 4 during the term of this Lease.

Within 120 days of the expiration or termination of the Lease, Lessee shall remove any towers, support buildings, fences, and any other appurtenances constructed by the Lessee from the Premises at the sole cost of the Lessee and restore the Premises to its original 1987 condition.

4. Term/Option. This Amendment shall extend the Lease for a period of five (5) years, commencing on December 1, 2017 and terminating on November 30, 2022 (the "***Primary Term***"). Lessor grants to Lessee the exclusive option to extend the Primary Term of this Lease for an additional two (2) five (5) year periods (each a "***Renewal Term***") on the same terms and conditions herein. Exercise of the option granted herein by Lessee shall be provided by written notice to Lessor at least ninety (90) days prior to termination of the Primary Term. References in this Lease to "***Term***" shall refer, collectively to the Primary Term and the Renewal Terms.

4. Compensation.

a. Rent. The annual rental shall be *Eight Thousand and No/100 Dollars ($8,000.00)* per year, to be paid by Lessee by annual payment by December 1st of each year, except for the first annual payment which shall be due within 30 days of the Effective Date of this Amendment, as defined herein. Commencing on December 1, 2018, the rental fee will be adjusted annually on December 1st each year (the "***Increase Date***") by the greater of three percent (3%) or the percent increase in the Consumer Price Index for All Urban Consumers (CPI-U): US City Average – all items (1982 – 1984 = 100) published by the Bureau of Labor Statistics of the U.S. Department of Labor (the "Index"), for the immediately preceding year. As used herein, "preceding year means the 12-month period ending as of the last day of the full month that is three (3) months prior to the Increase Date. If the increase date is December 1rst, then the preceding year would be the 12-month period ending as of September 30th. If the Index is no longer published, then a comparable index, which measures inflationary factors, and the corresponding decrease in the purchasing power of the U.S. Dollar, shall be selected by Lessee and the Index adjustment shall be based upon such index. The effective date shall be the latter signature date of this Amendment (the "***Effective Date***").

b. Other Compensation. In consideration of the Lease and the mutual covenants herein, the parties agree that the Lessor is hereby authorized to modify the number of antennas it has installed on Lessee's communication tower located on the Premises (the "***Tower***"), and to add to or alter certain other of its equipment on Lessee's Premises as shown on Exhibit B subject to Lessee's consent not to be unreasonably withheld, conditioned or delayed. Prior to modification or installation of any antennas or communications equipment within the Premises or on the Tower (not in place as of the Effective Date of this Amendment), by Lessor, Lessor must submit an application to Lessee, utilizing Lessee's then current form, to request the right to install, replace or modify such antennas and/or communications equipment for Lessee's review and written approval, which may not be unreasonably withheld (such written approval or notice to proceed "***NTP***"). Lessor must use Lessee or American Tower's approved contractors for all work related to installing, maintaining, and or repairing Lessor's antennas and/or communications equipment both on the Tower and within the Leased Premises. Notwithstanding anything to the contrary contained herein, Lessor and Lessee agree that any antennas or communications equipment installed on the Premises or Tower, as shown on Exhibit B, prior to the Effective Date, shall continue to have Lessee's approval as to location.

As other compensation for the Premises usage, Lessee designed and constructed the tower to include the Lessor's maximum planned antennas and related hardware. This quantity and related specifications are included in Exhibit B. Lessee enclosed the Premises in a security type fence sized to include the Lessor's separate building, the dimensions of which are included in Exhibit B, and which shall be constructed and supplied with separately metered AC power at the Lessor's expense. The Lessee will assume responsibility for management of the Premises and the Tower, including coordination of radio frequencies.

5. Lessee's Equipment. Lessor acknowledges and agrees that all personal property, equipment, apparatus, fittings, fixtures including towers, support buildings and fence and trade fixtures installed or stored on the Premises constitute personal property, not real property, and shall continue to be the personal and exclusive property of Lessee, including without limitation, all telecommunication equipment, switches, cables, wiring and associated equipment or personal property (collectively, the "***Equipment***"). The Equipment shall remain at all times the personal property of Lessee, and neither Lessor nor any person claiming by, through or under Lessor shall have any right, title or interest (including without limitation a security interest) in the Equipment. Lessee, and Lessee's successors in interest, shall have the right to remove the Equipment at any time during the term of this Lease, including without limitation upon the expiration of the term of this Lease or its earlier termination. With respect to the holder of any mortgage, deed of trust or other lien affecting Lessor's interest in the premises, whether existing as of the date hereof or arising hereafter, Lessor and Lessee hereby agree, acknowledge and declare that the Equipment is now and shall at all times hereafter remain the personal and exclusive property of Lessee. The parties further acknowledge and agree that Lessor shall have no right or authority to grant a lien or security interest in or to any of

the Equipment.

6. Ingress and Egress. Lessor grants to Lessee an easement for ingress, egress and access over and to the Premises at all times during the Term of this Lease. The Lessee shall only use the front gate to the landfill located off Jellison Road for ingress and egress. Lessor shall maintain an access route in a reasonable state of good repair to the Premises. Lessor covenants and agrees that it shall at all times during the Term guarantee, protect and defend Lessee's easement and access to the Premises. As further described below, Lessor may, from time to time during the Term and at its sole expense, eliminate existing roads and establish new roads within the landfill r but any change to roads within the landfill shall be at least comparable in size, quality and ease to Lessee as that which it replaces, provided, however, that distances may be reasonably increased.

The landfill presently includes unimproved roads, beginning at the main entrance to the landfill located off Jellison Road, around and/or across the total property to the general vicinity of the Premises. Due to the nature of the landfill operation, the existing roads may be eliminated and different ones established. Lessee agrees that roads will be for primary use for landfill operation and Lessee will use most desirable, available approach to the vicinity of Premises. These unimproved roads are suitable for travel by a maintenance-type vehicle, and will be maintained to that degree. They will be made available by the Lessor to the Lessee for use on a twenty-four (24) hour a day, seven days a week basis during the Term of this Lease.

7. Use of Utilities. Lessee may use lines and supplies but shall, at its sole expense, use the existing utility meters and/or improve the present utility service to the Premises to the extent required by Lessee's operations. The routing of any additional utility line, including any communications lines, shall be on a route to the Premises mutually agreed upon by Lessor and Lessee; Lessor's agreement may not be unreasonably withheld. Such route shall be as direct as possible for the benefit of the Lessee, while preserving the usages of the property contiguous to the Premises. Upon Lessee's request, and without additional consideration owed, Lessor shall execute an easement evidencing this right.

8. Improvements to the Premises.

a. Antenna Facility. Lessee shall have the right to maintain the Antenna Facility on the tower. The Antenna Facility shall be maintained at the expense of Lessee. All personal property placed on the Premises by the Lessee during the Term, including the Antenna Facility, shall remain the property of Lessee and shall be removed from the Premises as required in section 2 herein. Lessee shall pay for any and all damage to persons and property that may be caused by the maintenance of the Antenna Facility.

b. Chain Link Fence. Lessee shall maintain the existing nine (9) foot high chain link fence on the Premises that encircles the support building constructed by Lessee,

future support building as described in Exhibit "C" constructed by Lessor, and the Tower. Lessee shall pay the expense of the installation, routine maintenance (if any), and damage or destruction of the chain link fence. Notwithstanding the foregoing, Lessee shall not be responsible for the expense of repairing any damage or destruction to the chain link fence caused by Lessor, Lessor's employees, contractors or invitees.

9. Indemnification and Insurance.

a. Lessor Indemnified. Except for losses, damages and claims arising out of the act of Lessor or Lessor's agents, contractors and employees, Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's use of the Premises, or from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee in or about the Premises and Lessee shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligations on Lessee's part to be performed under the terms of this Lease, or arising from any negligence of the Lessee, or any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee upon notice from Lessor shall defend the same at Lessee' s expense by counsel chosen by Lessee. Lessor shall have the right to participate in such defense at its own expense.

b. Lessee Indemnified. Except for losses, damages and claims arising out of the act of Lessee or Lessee's agents, contractors and employees, Lessor shall indemnify and hold harmless Lessee from and against any and all claims arising from Lessor's ownership, enjoyment and use of the Premises, or from the conduct of Lessor's business or from any activity, work, or things done, permitted or suffered by Lessor in or about the Premises and Lessor shall further indemnify and hold harmless Lessee from and against any and all claims arising from any breach or default in the performance of any obligations on Lessor's part to be performed under the terms of this Lease or arising from any negligence of the Lessor, or any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against Lessee by reason of any such claim, Lessor upon notice from Lessee shall defend the same at Lessor's expense by counsel chosen by Lessor. Lessee shall have the right to participate in such defense at its own expense.

c. Insurance by Lessee. Lessee shall provide and keep in force for the term of the Lease a commercial general liability policy, providing coverage for personal injury, bodily injury, death, and property damage, in amounts not less than $750,000 per claim and $3,000,000 per occurrence.

The commercial general liability policy shall name the City of Billings as an additional insured. The City of Billings general liability policy will be excess and non-contributory. Lessee shall furnish a certificate of insurance showing that

required insurance is in force within thirty (30) days of the Effective Date, and subsequent to the Effective date within thirty (30) days of written request by Lessor. The issuer(s) of the policy or policies shall provide thirty (30) day advance written notification to Lessor of any reductions in the policy coverage or cancellations. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Montana and rated at least "A-" by A. M. Best Company. If, in the Lessor's opinion, the minimum limits of the insurance coverage herein required become inadequate during the term of this Lease, Lessee agrees that it will increase such minimum limits by reasonable amounts, on request of the Lessor.

The Lessee shall also provide insurance for worker's compensation and employer's liability coverage as required by Montana law.

10. Taxes. During the term of the Lease, Lessor shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Premises. Lessee shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Lessee. In the alternative, Lessee hereby agrees to reimburse Lessor for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Lessee's improvements on the Premises, provided, however, that Lessor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Lessee) of such personal property taxes or real property tax increase to Lessee along with proof of payment of same by Lessor. Anything to the contrary notwithstanding, Lessee shall not be obligated to reimburse Lessor for any applicable taxes unless Lessor requests such reimbursement within one (1) year after the date such taxes became due. Lessor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Lessee from time to time. Subject to the requirements set forth in this Section, Lessee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Lessor. If Lessor fails to pay when due any taxes affecting the Parent Parcel as required herein, Lessee shall have the right, but not the obligation, to pay such taxes on Lessor's behalf and: (i) deduct the full amount of any such taxes paid by Lessee on Lessor's behalf from any future payments required to be made by Lessee to Lessor hereunder; (ii) and demand reimbursement from Lessor, which reimbursement payment Lessor shall make within thirty (30) days of such demand by Lessee; and/or (iii) collect from Lessor any such tax payments made by Lessee on Lessor's behalf by any lawful means.

11. Representations and Warranties. Lessor hereby represents and warrants to Lessee that:

Lessor is duly organized and validly existing under the laws of the State of Montana and is in good standing thereunder and has full and lawful right and authority to execute and deliver this Lease and to consummate the transaction contemplated hereby. The

person or persons executing this Lease on behalf of Lessor and any other documents required hereunder on behalf of Lessor have the full corporate power and authority to do so.

Lessor owns and has good and marketable title to the Premises and the real property which is the subject of the easement granted herein, all of which are free and clear of all liens, claims, encumbrances, defects or any other sales agreements whatsoever.

To the best of Lessor's knowledge, there are no hidden or undisclosed defects on or under the Premises which might materially adversely affect Lessee's use thereof.

To the best of Lessor's knowledge, the Premises is zoned such that Lessee may conduct its business from the Premises and other than governmental permitting and compliance with governmental zoning and construction requirements, nothing shall prevent the Lessee from constructing the support buildings and other improvements upon the Premises.

To the best of the Lessor's knowledge, no agreement exists nor is there any action, suit or proceeding existing or pending or contemplated, the result of which would materially adversely affect the conduct of the Lessee's business from the Premises.

This Lease and the transactions contemplated hereby shall not constitute a default or result in the breach of any term or provision of any other contract, agreement or lease to which Lessor is a party with respect to the Premises so as to adversely affect Lessee's rights under this Lease. Lessee's obligations under this Lease are expressly conditioned upon the representations and warranties of Lessor being true and correct during the Term of the Lease.

12. Covenant of Quiet Enjoyment. Lessor covenants and agrees that Lessee shall at all times hereafter peaceably and quietly have, hold, use, occupy, possess and enjoy all the rights granted by this Lease, without suit, interference, eviction or disturbance by the Lessor, its agents or employees.

13. Condemnation. If a portion of the Premises shall be taken or condemned and the remainder is, in Lessee's sole discretion, satisfactory to Lessee for the uses stated herein, this Lease shall, as to the part of the Premises so taken, terminate as of the date of the taking and the Lease shall remain in full force and effect as to the remaining portion of the Premises. If the entire Premises or a portion thereof shall be taken or condemned so as to render, in Lessee's sole discretion, the Premises unsuitable for Lessee's use, Lessee shall have the right to terminate this Lease upon thirty (30) days' written notice to Lessor. For purposes of this Lease, a sale of all or part of the Premises to a purchaser with the power of condemnation in the face of a threat or probability of the exercise of such power, shall be treated as a taking by condemnation. Lessee shall not be entitled to any award Lessor may receive from such taking or condemnation; provided, however, nothing shall preclude Lessee from obtaining a separate award.

14. Destruction of Premises. If the Premises or Lessee's improvements thereon are totally or partially destroyed or damaged, Lessee may, in its sole discretion, elect to terminate this Lease upon thirty (30) days written notice to Lessor. In such event, all rights and obligations of the parties hereto shall cease as of the date of termination.

15. Right of First Refusal. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the parent parcel from Lessor to any prospective purchaser that is not a Third Party Competitor (as herein defined) or to American Tower. If Lessor receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "Third Party Competitor") or (ii) assign all or any portion of Lessor's interest in the Lease to a Third Party Competitor (any such offer, the "Offer"), Lessee shall have the right, exercisable in Lessee's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Lessor in connection with the Offer on the same terms and conditions. If Lessee elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Lessee must provide Lessor with notice of its election not later than forty-five (45) days after Lessee receives written notice from Lessor of the Offer. If Lessee elects not to exercise Lessee's right of first refusal with respect to an Offer as provided herein, Lessor may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Lessor hereby acknowledges and agrees that any sale or conveyance by Lessor in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

16. Termination. Except as otherwise provided in this Lease, this Lease may be terminated upon written notice, as follows:
By either party upon a breach of any representation, warranty or covenant or default of any term hereof by the other party hereto which is not cured within thirty (30) days' of receipt of written notice of such default.

By Lessee if the approval of or license from any agency, board, court, or other governmental authority necessary for the conduct of Lessee's business or for the construction and/or operation of the towers, support buildings, fences, or Antenna Facility cannot be obtained or is not for any reason maintained, or is revoked.

By Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons including, but not limited to, signal interference in which case the Lessee's towers, support buildings, and fences which have been

constructed shall become the property of the Lessor.

By either party if the other party is declared bankrupt or insolvent according to law, or if any assignment of the Premises of such party shall be made for the benefit of creditors, or, if a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed to take charge of all or any substantial property of such party by a court of competent jurisdiction, or if a petition is filed for reorganization of such party under the provisions of the Bankruptcy Act as now or hereafter enacted, providing a plan for the debtor to settle, satisfy or extend the time for payment of debts.

By either party as set forth in other Paragraphs herein.

In the event legal proceedings are initiated by either party hereto in order to enforce its rights hereunder, the defaulting party shall pay the non-defaulting party all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the non-defaulting party.

17. Successors and Assigns.

This Lease shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. This Lease shall run with the Premises, and may be, in whole or in part, assigned by Lessee to any affiliates, subsidiaries, or parent of Lessee, provided, however, no other assignment to a third-party may be made without the Lessor's prior written consent, which may not be unreasonably withheld. No assignment of Lessor's rights under this Lease by Lessor shall relieve Lessor of its obligations under the Lease and any such assignment or outright sale of the Premises, or any portion thereof, shall be subject to the terms and conditions of this Lease.

18. Successors of Lessee. Notwithstanding any other prohibition or limitation of Lessor's right to sublease or assign its interest under this Lease, Lessor acknowledges and agrees that Lessee shall have the right to grant a security interest in its rights and interest under this Lease. Lessor further agrees that any person foreclosing or otherwise realizing upon such a security interest granted by Lessee shall succeed to, and shall have the benefits of, all Lessee's rights, title and interest under this Lease.

19. Notices. All notices, payments, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, as follows:

If to Lessor:

City of Billings
Solid Waste Division
P.O. Box 1178
Billings, Montana 59103

If to Lessee:

Gold Creek Cellular of Montana
Limited Partnership

d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate
Telephone: (908) 306-7000

With copy to:

Gold Creek Cellular of Montana
Limited Partnership
d/b/a Verizon Wireless
c/o American Tower
10 Presidential Way
Woburn, MA 01801

Gold Creek Cellular of Montana
Limited Partnership
d/b/a Verizon Wireless
c/o American Tower
116 Huntington Avenue
Boston, MA 02116
Attn: Legal Department

Any notice or payment under this paragraph shall be deemed given when personally delivered or if by certified mail, on the first date of attempted delivery.

20. Governing Law. This Agreement is being made in the State of Montana, and shall be construed and enforced in accordance with the laws of that State. Any litigation concerning this Agreement shall be conducted in the courts for Yellowstone County, Montana.

21. Entire Agreement. It is expressly agreed by and between the parties hereto as a material consideration for the execution of this Lease that there are and were no verbal or written representations, understandings, stipulations, agreements or promises pertaining to the subject matter of this Lease not incorporated in writing herein and that this Lease together with the exhibits attached hereto constitutes the entire agreement of the parties. It is likewise agreed that neither this Lease nor any of the terms, provisions, conditions, representations or covenants herein contained can be modified, changed , terminated, amended, superseded, waived or extended except by an appropriate written instrument duly executed by the parties hereto.

22. Severability and Reformation. If any clause, paragraph or provision of this Lease is deemed or shall be held invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties that the remainder of this Lease shall not be affected thereby, and that such clause, paragraph or provisions be reformed by them so as to be legal, valid and enforceable.

23. Paragraph Headings. The paragraph headings herein are inserted only for

convenient reference and do not define, limit or proscribe the scope of this Lease or any exhibit attached hereto.

24. Time of the Essence. Lessor and Lessee hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by other party shall constitute a breach of and a default under this Lease by the parties so failing to perform.

25. Waiver. No waiver by either party hereto of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by other party of the same or any other provision.

26. Construction. Lessor and Lessee acknowledge each to the other that both they and their counsel have reviewed and revised this Lease, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any amendments or exhibits hereto.

27. Counterpart Originals. This Lease may be executed in any number of counterparts which together shall constitute one and the same instrument.

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

LESSOR:

CITY OF BILLINGS, MONTANA

By_____
Thomas W. Hanel, Mayor

APPROVED AS TO FORM:

By_____
BRENT BROOKS, City Attorney

LESSEE:

Gold Creek Cellular of Montana
Limited Partnership

By_____

Print Name _____

Print Title _____

EXHIBIT A

This Exhibit A may be replaced at Lessee's option as described below.

PARENT PARCEL

Lessee shall have the right to replace this description with a description obtained from Lessor's deed (or deeds) that include the land area encompassed by the Lease and Lessee's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Lessor as described in a deed (or deeds) to Lessor of which the Leased Premises is a part thereof with such Parent Parcel being described below:

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN YELLOWSTONE COUNTY, MONTANA:

TRACT 1 AS DESCRIBED ON PLAT ENTITLED, "CERTIFICATE OF SURVEY NO. 796," RECORDED MAY 1, 1958 AS INSTRUMENT 600808.

Being Yellowstone County, MT Parcel Number D02013.

PREMISES

Lessee shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Lessee.

The Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Premises shall be the greater of: (i) 3,200 square feet; (ii) Lessee's (and Lessee's customers') existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

DESCRIPTION FOR AN ATC 40 FOOT x 80 FOOT LEASE AREA LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 26 EAST OF THE MONTANA MERIDIAN, IN THE COUNTY OF YELLOWSTONE, MONTANA BEING MORE FULLY DESCRIBED AS FOLLOWS:

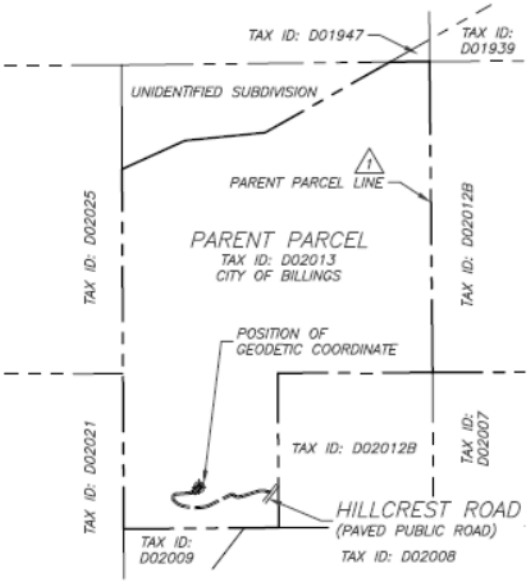
BEGINNING AT A REBAR WITH CAP LOCATED AT THE MOST SOUTHERLY CORNER OF ATC SITE "BILSTRATTONROAD MT", FROM WHICH A 3" BRASS CAP FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 29 BEARS , S 20°27'32" W, 1732.31 FEET;
THENCE N 46°22'57" E, 40.00 FEET;
THENCE N 43°37'03" E, 80.00 FEET;
THENCE S 46°22'57" E, 40.00 FEET;
THENCE S 43°37'03" W, 80.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3,200 SQUARE FEET OR 0.07 ACRES OF LAND, MORE OR LESS.

EXHIBIT A continued

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well as that portion of the Parent Parcel currently utilized by Lessee (and Lessee's customers) for ingress, egress and utility purposes from the Premises to and from a public right of way of Jellison Road.

For Illustration Purposes:



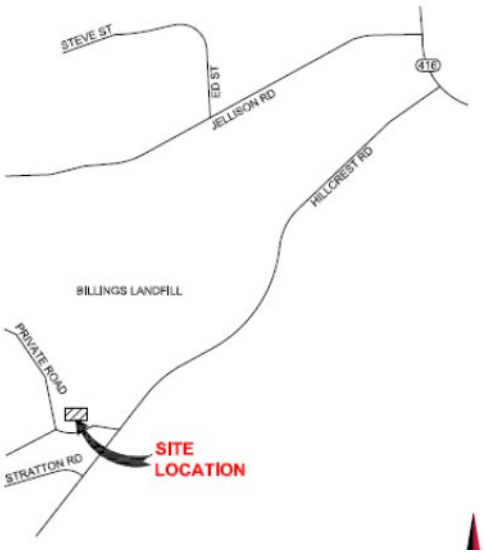


EXHIBIT B

Lessor's Planned Antennas, Related-Hardware, and Building Specifications

Three (3) 682 Antenna·specialists (or equivalent) high ·band antennas, each 16.2 feet in length and 9.5 pounds in weight.

Five (5) ASPR 614 Antenna Specialists (or equivalent) mounting kits.

Five (5) 1/2" jacketed Heliax cables for antennas.

One (1) One foot (1') diameter solid dish antenna with 7/8" jacketed Heliax cable.

Two (2) open grid four feet (4') diameter dish antennas with 7/8" jacketed Heliax cable.

All of above are maximum quantities and are to be mounted below the Seventy Five foot (75') level on Lessee's tower.

One (1) equipment shelter type building not to exceed Twelve feet (12') long, Ten feet (10') wide, and Ten feet (10') high outside dimensions.

Two (2) DB874 panel antennas (or equivalent), one (1) mounted at thirty feet (30') and One (1) mounted at seventy five feet (75’).

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:
American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Sarah Kmieciak, Esq.
ATC Site No: 412938
ATC Site Name: Bilstratton Road MT
Assessor's Parcel No(s):

MEMORANDUM OF LEASE

This Memorandum of Lease (the "***Memorandum***") is entered into on the _____ day of _____, 201___ by and between GOLD CREEK CELLULAR of MONTANA LIMITED PARTNERSHIP d/b/a Verizon Wireless ("Lessee"), and THE CITY OF BILLINGS, a municipal corporation under the laws of the state of Montana ("Lessor").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease.

Parent Parcel and Lease. Lessor owns the real property described on Exhibit "A" attached hereto and by this reference made a part hereof (the "***Parent Parcel***"); and, Lessor (or its predecessor-in-interest) and Lessee (or its predecessor-in-interest) entered into that certain Lease Agreement dated November 16, 1987 (as the same may have been amended, collectively, the "***Lease***"), pursuant to which the Lessee leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease, which is otherwise scheduled to expire on November 30, 2017, which Leased Premises is also described on **Exhibit A**.

1. **American Tower**. Lessee, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a

Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("***American Tower***"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Lessee has also granted American Tower a limited power of attorney (the "***POA***") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA.

2. **Expiration Date**. Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Lessee of all renewal options contained in the Lease, the final expiration date of the Lease would be November 30, 2032. Notwithstanding the foregoing, in no event shall Lessee be required to exercise any option to renew the term of the Lease.

3. **Right of First Refusal**. There is a limited right of first refusal in the Lease.

4. **Effect/Miscellaneous**. This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control.

5. **Notices**. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Lessor at: City of Billings, Solid Waste Division, P.O. Box 1178, Billings, MT 59103; to Lessee at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

6. **Counterparts**. This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

7. **Governing Law**. This Agreement is being made in the State of Montana, and shall be construed and enforced in accordance with the laws of that State.

[*SIGNATURES COMMENCE ON FOLLOWING PAGE*]

IN WITNESS WHEREOF, Lessor and Lessee have each executed this Memorandum as of the day and year set forth below.

LESSOR

City of Billings, Montana,

Signature: _____
Print Name: Thomas W. Hanel
Title: Mayor
Date: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LESSEE

Gold Creek Cellular of Montana Limited Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 201___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

EXHIBIT A

This Exhibit A may be replaced at Lessee's option as described below.

PARENT PARCEL

Lessee shall have the right to replace this description with a description obtained from Lessor's deed (or deeds) that include the land area encompassed by the Lease and Lessee's improvements thereon.

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Being Yellowstone County, MT Parcel Number D02013.

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THENCE N 46°22'57" E, 40.00 FEET;
THENCE N 43°37'03" E, 80.00 FEET;
THENCE S 46°22'57" E, 40.00 FEET;
THENCE S 43°37'03" W, 80.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3,200 SQUARE FEET OR 0.07 ACRES OF LAND, MORE OR LESS.

EXHIBIT A continued

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well as that portion of the Parent Parcel currently utilized by Lessee (and Lessee's customers) for ingress, egress and utility purposes from the Premises to and from a public right of way of Jellison Road.

Consent **1. B.**

Regular City Council Meeting

Meeting Date: 11/13/2017

TITLE: Renewal of Non-Commercial Aviation Ground Lease with First Interstate Bank

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

Presentation: No

PROBLEM/ISSUE STATEMENT

First Interstate Bank desires to renew the Non-Commercial Aviation Ground Lease for its hangar on the west end of the Airport located at 2451 Overlook Drive. The Bank has leased this 13,125 square foot parcel since 1997. The most recent Lease expired on August 31, 2017. The new ten-year Lease commences on September 1, 2017 and ends on August 31, 2027.

ALTERNATIVES ANALYZED

City Council may:

- Approve the Non-Commercial Aviation Ground Lease with First Interstate Bank; or
- Disapprove the Non-Commercial Aviation Ground Lease with First Interstate Bank.

FINANCIAL IMPACT

The initial year of this Lease will generate $3,675 of rental revenue for the Airport. The subsequent years' rental rate will be adjusted using the Department of Labor Consumer Price Index for Urban Consumers (CPI-U), published by the Bureau of Labor Statistics.

RECOMMENDATION

Staff recommends City Council approve the Non-Commercial Aviation Ground Lease with First Interstate Bank for a ten-year term beginning September 1, 2017, and ending August 31, 2027.

APPROVED BY CITY ADMINISTRATOR

Consent **1. C.**

Regular City Council Meeting

Meeting Date: 11/13/2017

TITLE: Review contract with the Mercer Group, Inc..

PRESENTED BY: Karla Stanton, Human Resources Director

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

The City Council approved a contract with the Mercer Group, Inc. in June, 2017 to recruit a replacement for retiring City Administrator Tina Volek. During the November 4, 2017, work session, Council directed staff to contact the Mercer Group and discuss with them some options for completing the project. There are two options: 1) complete the contract with one of the company's senior vice presidents as the company representative for the Billings search; or 2) terminate the contract and pay the full contract fee of $15,000 and any unpaid travel expenses incurred to date. The second option would require the Councilmembers and City staff to finish the work of background investigations, reference checking, employment verification, etc.

ALTERNATIVES ANALYZED

City Council may:

1. Complete the executive search process with the Mercer Group, with Mr. W. D. Higgenbotham, as the project manager; or
2. Terminate the contract with the Mercer Group, pay the remainder of the contract fee and direct staff to work with the Council to complete the recruitment.

FINANCIAL IMPACT

The FY 2017 budget included $20,500 for the recruiter. The funds were encumbered because the contract was signed in June (FY17) and carried forward to the FY 2018 budget. That amount will cover the $15,000 contract cost and out-of-pocket travel expenses. There is an additional $10,000 in the FY18 budget for recruiting expenses such as travel costs for finalist candidates and relocation expenses.

RECOMMENDATION

Staff recommends that the City Council approve W. D. Higginbotham as the Mercer Group project manager and complete the City Administrator recruitment.

APPROVED BY CITY ADMINISTRATOR

Consent **1. D.**

Regular City Council Meeting

Meeting Date: 11/13/2017

TITLE: Consulting Agreement with Kittelson & Associates - 2018 Long Range Transportation Plan Update

PRESENTED BY: Wyeth Friday

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

The City Council is is being presented with a contract with Kittelsen & Associates to complete the 2018 Billings Urban Area Long Range Transportation Plan. The Yellowstone County Board of Planning (YCBP) is the designated Metropolitan Planning Organization (MPO) for the Billings Urban Area. The YCBP is required to develop a Long Range Transportation Plan (LRTP) every four years to meet the requirements of the Federal Highway Administration. The previous transportation plan was updated in 2014 and due to a new Transportation Bill, the plan is now required to be updated to ensure the plan is in alignment with local, State, and Federal transportation planning efforts and requirements.

Through a competitive RFP and selection process conducted in September of 2017, Kittelsen & Associates was the recommended consultant to complete the 2018 Billings Urban Area Long Range Transportation Plan. The scope of work includes elements to bring the plan into compliance with all FAST-Act requirements. Some of the elements included within the plan development include: updating all required elements identified in the FAST-Act Transportation Bill, review and update the short and long range transportation projects and update and expand the freight, rail, and transit sections. To maintain the schedule for the Transportation Plan, the contract requires the Scope of Work and Document package to be completed in draft form by mid-summer 2018 within a not to exceed amount of $225,000. The City is also requesting that the consultant update the 2008 Public Participation Plan. The Public Participation Plan is a requirement of the federal registry to spend the federal PL funds. The Transportation Plan will be updated to meet all requirements of the new FAST-Act.The entire scope of work is outlined in detail within Exhibit A of the Consultant Agreement.

This project is identified in the recently adopted 2018 Billings Urban Area Unified Planning Work Program (UPWP). The UPWP is developed each year and identifies tasks to be completed through the use of Federal Planning dollars allocated to the Metropolitan Planning Organization.

ALTERNATIVES ANALYZED

The City Council may:
- Approve the consultant contract as proposed, or
- Not approve the consultant contract. Not approving the agreement means the City Council is not approving completion of a funded project in the 2018 UPWP that was already approved by the Policy Coordinating Committee, or
- Direct staff to negotiate specific changes with Kittelson & Associates and return a revised contract

FINANCIAL IMPACT

The cost of the LRTP and the update to the Public Participation Plan is in an amount not to exceed $225,000. The costs are detailed in Exhibit B of the consultant contract. The source of funding is through the Billings Urban Area Metropolitan Planning Organization's Federal PL (planning) funds.

RECOMMENDATION

Staff recommends that the City Council approve the Consultant Agreement with Kittelson & Associates to complete the 2018 Long Range Transportation Plan and Public Participation Plan updates.

APPROVED BY CITY ADMINISTRATOR

Attachments

LRTP Draft Consulting Contract

CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2017, by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and Kittelson & Associates, Inc., 101 S. Capitol Boulevard, Suite 301, Boise, Idaho 83702, hereinafter referred to as "**CONSULTANT**."

WITNESSETH:

WHEREAS, the **CITY** proposes to obtain information regarding the development of a 2018 Billings Urban Area Long Range Transportation Plan and update the 2008 Public Participation Plan and desires to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

WHEREAS, the **CITY** has authority to contract for such services, and;

WHEREAS, the **CONSULTANT** represents that he/she is fully qualified to perform such services personally and is in compliance with the Montana Statutes relating to the provisions of such services.

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

1. PURPOSE: CITY agrees to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof. In performing these services, the **CONSULTANT** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. TERM: This **AGREEMENT** shall be for a period of 15 months, from the execution of this **AGREEMENT**. This **AGREEMENT** may be extended on a month to month option by mutual agreement of both parties, in writing, thirty (30) days prior to termination.

3. **PAYMENT**: In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a price not to exceed $225,000.00 as described in the Project Cost attached hereto as Exhibit "B".

In the event scope of work issues arise, the **CONSULTANT** shall immediately discuss them with the Project Manager for the **CITY**. It is understood that the Consultant will not perform any work that the **CITY** deems outside the scope prior to receiving written approval from the **CITY**, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the **CITY** shall be denied.

CONSULTANT, shall invoice City monthly for the percentage of the work completed by the **CONSULTANT. CITY** shall pay undisputed invoices within thirty (30) days of the invoice date and may deduct five percent (5%) from each 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 invoice by the **CITY**, and determination has been made by the **CITY** that the scope of work has been satisfactorily completed.

4. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that **CONSULTANT** is an independent Contractor for purposes of this **AGREEMENT** and is not to be considered an employee of the **CITY** for any purpose. **CONSULTANT** is not subject to the terms and provisions of the **CITY's** personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **CONSULTANT** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONSULTANT** and any third parties.

5. **INDEMNITY AND INSURANCE:**

A. The Consultant 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 **AGREEMENT**.
B. The Consultant agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or its agents or employees.
C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Consultant, the Consultant 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

Consultant's or any subcontractor's wrongful or negligent acts occurring as a result from the Consultant's performance pursuant to this **AGREEMENT**.

D. The **CONSULTANT** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONSULTANT** shall furnish the **CITY** with proof of insurance in accordance with this Section.

The **CONSULTANT** 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 -- $750,000 per claim and $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.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation. CONSULTANT may use an Excess Limits policy that drops down and follows form to meet the required insurance limits.

The **CITY** 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.

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

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

6. AGREEMENTS OF CONSULTANT: As an inducement to the execution of this **AGREEMENT** by the **CITY** and in consideration of the agreements to be performed by the **CITY**, the **CONSULTANT** agrees that:

A. Qualifications

The **CONSULTANT** is qualified to perform the services to be furnished under this **AGREEMENT** and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform.

B. Solicitation of Agreement

The **CONSULTANT** has not employed any person to solicit this **AGREEMENT** and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this **AGREEMENT**.

C. Facilities and Personnel

The **CONSULTANT** has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.

D. Subcontracting

None of the work or services covered by this **AGREEMENT** shall be subcontracted without the prior approval of the **CITY**.

E. Affidavits of Compliance

The **CONSULTANT** will, if requested by the **CITY**, furnish the **CITY** affidavits certifying compliance with the provisions of this Section.

7. AGREEMENTS OF CITY:

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the City of Billings' portion of the project as designated in the scope of work.

B. Name a Project Manager who shall be the liaison between the Consultant and the City of Billings. For this project, the Project Manager for **CONSULTANT** designated is Andrew J. Daleiden and the Project Manager for **CITY** designated is Scott Walker.

8. <u>NONDISCRIMINATION</u>:

A. The **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** shall state, in all solicitations or advertisements for employees to work on 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 **CONSULTANT** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.

D. The **CONSULTANT** shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such sub-consultant or vendor of the **CONSULTANT** under this **AGREEMENT**.

E. The **CONSULTANT** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination (Exhibit "C").

9. <u>PERMITS, LAWS, AND TAXES</u>: The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this **AGREEMENT**. All actions taken by the **CONSULTANT** under this **AGREEMENT** shall comply with all applicable statutes, ordinances, rules and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this **AGREEMENT**.

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

11. **DECLARATION OF NO FINANCIAL INTEREST:** The **CONSULTANT** hereby declares that he does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property described in Section 1 or in its sale, or any other interest, whether or not in connection with the property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this **AGREEMENT**, any person having any such interest. Until the property is acquired by the **CITY** or excluded from its project by resolution of its governing body, the **CONSULTANT** and any employees of the **CONSULTANT**, so long as they are employed by the **CONSULTANT**, will not acquire any such interests and will not, for their own account or for other than the **CITY**, negotiate for any of the property, perform services in connection with the property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the property.

12. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.

13. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.

14. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.

15. **TERMINATION OF AGREEMENT:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**. If one of the parties fails to comply with the terms and conditions of the Agreement, written notice may be provided describing the default. If the defaulting party fails to cure and correct the claimed default within a reasonable period specified in the notice, the non-defaulting party may terminate its services under the Agreement.

    In the event the **CITY** terminates this **AGREEMENT**, the **CONSULTANT** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.

16. **ENDORSEMENTS:** The **CONSULTANT** shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.

17. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request. CONSULTANT shall not be liable for modifications to documents prepared by CONSULTANT which are made without CONSULTANT's advice after delivery to CITY, nor shall CONSULTANT be liable for their use in projects other than the Project outlined within this Agreement.

18. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**.

19. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**. Pre-existing works created by CONSULTANT outside of the services for CITY but utilized in connection with such services shall continue to be owned by CONSULTANT.

20. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.

21. **ATTORNEY'S FEES AND COSTS:** That in the event it becomes necessary for either Party to this **AGREEMENT** to retain an attorney to enforce any of the terms or conditions of the **AGREEMENT** or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.

22. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.

23. **MODIFICATION AND AMENDMENTS:** That any amendment or modification of this **AGREEMENT** or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this **AGREEMENT**.

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

CITY OF BILLINGS, MONTANA

By_____
THOMAS W. HANEL,
MAYOR

Kittelson & Associates, Inc.
CONSULTANT (Print Name Above)

By_____

Print Name _____

Print Title_____

APPROVED AS TO FORM:

By_____
BRENT BROOKS, CITY Attorney

EXHIBIT A
SCOPE OF WORK

2018 Billings Urban Area Long Range Transportation Plan 2008 Public Participation Plan Update

The Yellowstone County Board of Planning (YCBP) is the designated Metropolitan Planning Organization (MPO) for the Billings Urban Area. The YCBP is required to develop a Long Range Transportation Plan every four years. The below scope of work was developed to bring the plan into compliance with all FAST-Act requirements, including specific tasks to bring plan elements into compliance with new legislative requirements. Below is a general outline of the anticipated scope of work.

Summary

Public Participation Plan Scope:

- The PPP shall be designed in accordance with Federal Regulations and Codes including regulations of the FAST-Act.
- Outline the benefits and need for public participation in the Transportation Planning process.
- Develop a PPP that describes the MPO's typical processes, timelines, public notification and participation requirements associated with Transportation Planning.
- For the MPO, develop a Public Participation Strategy, Guidelines, Tools and Policy.

Long Range Transportation Plan Scope:

- Review and incorporate all FAST-Act legislation requirements for plan compliance.
- With development of the PPP, identify the public participation efforts as part of this transportation plan update.
- With data collected by the YCBP, update existing land use and transportation conditions data in the 2014 Transportation Plan, the planning horizon for this project is to the year 2040.
- With data from the 2017 Billings Area Bikeway and Trail Master Plan and the YCBP, update the non-motorized components within the 2014 Transportation Plan.
- The consultant for the LRTP update will be responsible for assigning a growth rate for the planning area and assigning growth – housing and employment – to areas within the planning boundary, developing alternatives for the City run, etc. Review and identify long and short range transportation projects for inclusion in the updated plan. Fiscal analysis and constraint is required for this element.
- Review and update the Public Transit and Transportation Element Section. Including, analyzing the community's perception of what role Transit should play in the overall transportation Plan for the next 20 years.
- Review and update the Freight Movement Services and Facilities Section to include but not limited to the location of distribution centers, study of the street network that serves these centers and potential improvements.

- Within the study area review and identify historical and forecasted rail freight trends, review rail operating systems and identify deficiencies in regards to impacts to local traffic movements and identify potential funding sources to improve or mitigate deficiencies.
- Review and update the Safety Section that will focus on analysis of crash data to identify and prevent crashes related to driver behavior as well as transportation infrastructure. To be effective, the safety section should focus on education, enforcement, engineering, and emergency medical services. The information located within the Billings Community Transportation Safety Plan should be incorporated within this section.
- Review and update the Security Section to include the consideration and implementation of projects, strategies, and services that will address increasing the security of the transportation system for motorized and non-motorized users.
- Through analysis, future projects and traffic modeling assumptions, identify potential areas within the study area for further planning.
- Coordinate closely with MDT throughout the plan development to ensure compliance with Federal and State regulations.
- Review and update the Functional Classification Map.

Deliverables

- Provide weekly project management reports to the City/County Planning Division.
- Provide copies of any public announcements and community meeting sign-in sheets (or similar)
- Steering Committee Meetings' minutes (or similar)
- Final Functional Classification Map
    - 15 printed maps
    - 1 electronic pdf
- Final Public Participation Plan and Billings Urban Area Long Range Transportation Plan to include:
    - 15 printed copies
    - 1 electronic writable format
    - 1 digital interactive website pdf. copy

EXHIBIT B
Project Cost

Project Budget

Project Name: 2018 Billings Urban Area LRTP & PPP Update
Project Manager: AJD
KAI Project Number: 21353
Date: Sep 28, 2017

LABOR ESTIMATE - 2018 Billings Urban Area LRTP & PPP Update

Task		Notes	Staff	Kittelson & Associates, Inc.								DOWL			SUBTASK/ TASK HOURS	SUBTASK/ TASK COST
				Daleiden, Andy	Worth, Phill	Crisafi, Jon	Dartnell, Camilla	Austin, Robyn	Mah, Susan	Aronson, Mike	Tsang, Lillian	Enderson, Doug	Nicolai, Sarah	Guelff, Ryan		
				AJD	PSW	JCC	CAD	RLA	SLM	MNA	LST					
001	**Project Management**															
	Project Coordination / Progress Reports / Invoices	15 months		45								30			75	$14,294
	Steering Committee	7 meetings (4 in-person by KAI)		66			42					14			122	$20,367
	Reimbursable Expense															$3,035
			Task #001 - Subtotal	111	0	0	42	0	0	0	0	44	0	0	197	$37,696
002	**Public Involvement**															
	Project Website							8							8	$834
	Interactive Map Survey						8	16							24	$2,469
	MetroQuest							20							20	$2,085
	Open Houses (2)			32	2		32	50	16			8		8	148	$20,035
	Stakeholder Interviews (10)			20								20			40	$7,420
	Draft PPP			4	1			50	8			8	12		83	$10,831
	Final PPP			2				8	2						12	$1,546
	Reimbursable Expense															$5,326
			Task #002 - Subtotal	58	3	0	40	152	26	0	0	36	12	8	335	$50,545
003	**Plan Elements**															
	Review Plans			1		8	8								17	$2,075
	Agency and Stakeholder Involvement			1				8							9	$1,045
	Goals, Objectives, & Performance Measures			8	2		8		20			8	8		54	$8,538
	Land Use			8		12	12								32	$4,484
	Streets & Highways (includes modeling and ops analysis)			16	2	40	80			8	60	24		24	254	$36,354
	Pedestrian and Bicycle Facilities			2		4	12								18	$2,154
	Public Transit and Transportation			2		4	8								14	$1,754
	Rail			2		4	8					8			22	$3,034
	Truck			2		4	8					8			22	$3,034
	Safety			2								16	8	32	58	$7,582
	Security			2		4	8								14	$1,754
	Recommended Projects			8	1	32	32					16			89	$11,939
	Financial Analysis / Fiscal Constraint			8	1	16	8								33	$4,850
	Conformity			4											4	$844
	Reimbursable Expense															$0
			Task #003 - Subtotal	66	6	128	192	8	20	8	60	80	16	56	640	$89,441
004	**LRTP & Infographics**															
	Draft Plan			12	4	32	32	24	20			12	8		144	$19,649
	Final Plan			2		4	4	8	4						22	$2,768
	Infographics			1		2	2	4	16						25	$3,413
	Reimbursable Expense															$0
			Task #004 - Subtotal	15	4	38	38	36	40	0	0	12	8	0	191	$25,829
005	**Functional Classification Map**															
	Draft FC Map			4	2	12			2			8			28	$4,480
	Final FC Map			1		2			1						4	$622
	Reimbursable Expense															$0
			Task #005 - Subtotal	5	2	14	0	0	3	0	0	8	0	0	32	$5,101
006	**Plan Adoption Support & Promotion**															
	TAC			8								2			10	$2,008
	City Council			8								2			10	$2,008
	P&Z			8								2			10	$2,008
	PCC			8								2			10	$2,008
	Plan Promotion			4				8							12	$1,678
	Reimbursable Expense															$2,735
			Task #006 - Subtotal	36	0	0	0	8	0	0	0	8	0	0	52	$12,444
			TOTAL HOURS	291	15	180	312	204	89	8	60	188	36	64		
			LABOR RATE	$210.98	$235.43	$132.92	$100.06	$104.25	$144.92	$228.14	$185.34	$160.00	$175.00	$100.00	TOTAL HOURS	TOTAL LABOR
			LABOR COST	$61,394	$3,531	$23,926	$31,220	$21,267	$12,898	$1,825	$11,120	$30,080	$6,300	$6,400	1,447	$209,962

TOTAL REIMBURSABLES	$11,096
TOTAL KAI FEES	$167,182
TOTAL SUB FEES	$42,780
TOTAL PROJECT BUDGET	$221,058

EXHIBIT C
DBE AND NON-DISCRIMINATION NOTICE

DBE Goals

There are no DBE/WBE goals for this work, but firms are strongly encouraged to utilize DBE firms if applicable. A Montana certified DBE consultant list is available and can be found on the MDT web page, http://www.mdt.mt.gov/business/contracting/civil/dbe.shtml

Nondiscrimination Compliance

Consultants will be subject to Federal and Montana nondiscrimination laws and regulations (see attached notice).

NON-DISCRIMINATION NOTICE

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

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

(1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.

(2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.

(4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books,

records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,

(a) Withholding payments to the Party under the Agreement until the Party complies, and/or

(b) Cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, §49-3-207, MCA

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

(1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.

(2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: "The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case

of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."

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

D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR §26

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

The Party, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Party to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

EXHIBIT D
CERTIFICATE OF LIABILITY INSURANCE

Client#: 763494 KITTEASC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/18/2017

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

PRODUCER	CONTACT NAME:	
USI Kibble & Prentice PR 601 Union Street, Suite 1000 Seattle, WA 98101	PHONE (A/C, No, Ext): 206 441-6300	FAX (A/C, No): 610-362-8528
	E-MAIL ADDRESS: PL.CertRequest@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Casualty Insurance Com	29424
INSURED Kittelson & Associates, Inc. 610 SW Alder Street, Suite 700 Portland, OR 97205	INSURER B : XL Specialty Insurance Company	37885
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			52UUNPT3504	01/01/2017	01/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			52UUNPT3504	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		52WEGB9736	01/01/2017	01/01/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
B	Professional Liability			DPR9909525	01/01/2017	01/01/2018	$2,000,000 per claim $4,000,000 annl aggr.	

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

RE: KAI PN 20896 - Billings Regional Travel Demand Model.
The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability and Automobile Liability policies include a Waiver of Subrogation endorsement in favor of the Certificate Holder as referenced above.

CERTIFICATE HOLDER	CANCELLATION
City of Billings, Montana P.O. Box 1178 Billings, MT 59103	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 Jean A. Ryan

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Consent **1. E.**

Regular City Council Meeting

Meeting Date: 11/13/2017

TITLE: Consulting Agreement with Kittelson & Associates - Billings MPO Travel Demand Model

PRESENTED BY: Wyeth Friday

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

The City Council is being presented with a consultant agreement for the development of a Travel Demand Model (TDM) for Billings and the urban area. The TDM will allow in-house traffic modeling of existing and future transportation systems based on local data. Currently, the Billings Metropolitan Planning Organization (MPO) Travel Demand Model is maintained by the Montana Department of Transportation. The model does not assess conditions to the degree desired to evaluate modal shifts, development impacts and transportation project impacts at the local level. The local model will include transit and bike/ped considerations that are not currently available with the MDT model. A staff training component is included with the intent to assist staff in the development and operation of the model.

In September of 2017, the Planning Division solicited proposals from qualified consultants to complete the travel demand model. Three proposals were received and reviewed by a selection committee including City, County, and the Montana Department of Transportation staff. The consultant selected was Kittelson & Associates from Boise, Idaho. Kittelson has worked on several projects in Billings for both the City and MDT, including the 2014 Long Range Transportation Plan.

This project is identified in the recently adopted 2018 Billings Urban Area Unified Planning Work Program (UPWP). The UPWP is developed each year and identifies tasks to be completed through the use of Federal Planning dollars allocated to the Metropolitan Planning Organization. This project will require a Scope of Work and Documentation package to be completed within 8 months of contract signing.

ALTERNATIVES ANALYZED

The City Council may:
- Approve the consultant agreement as proposed, or
- Not approve the consultant agreement. Not approving the agreement means the City Council is not approving completion of a funded project in the 2018 UPWP that was already approved by the Policy Coordinating Committee, or
- Direct staff to negotiate specific changes with Kittelson & Associates and return a revised agreement

FINANCIAL IMPACT

The estimated cost of this study is $125,000. The costs are detailed in Exhibit B of the consultant agreement. The source of funding is from the Billings Urban Area Metropolitan Planning Organization's Federal Planning funds.

RECOMMENDATION

Staff recommends that the City Council approve the consultant agreement with Kittelson & Associates to complete the MPO Travel Demand Model.

APPROVED BY CITY ADMINISTRATOR

Attachments

Travel Demand Model Consultant Agreement

CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2017, by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and Kittelson & Associates, Inc., 101 S. Capitol Boulevard, Suite 301, Boise, Idaho 83702, hereinafter referred to as "**CONSULTANT**."

WITNESSETH:

WHEREAS, the **CITY** proposes to develop a Billings MPO Travel Demand Model and desires to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

WHEREAS, the **CITY** has authority to contract for such services, and;

WHEREAS, the **CONSULTANT** represents that he/she is fully qualified to perform such services personally and is in compliance with the Montana Statutes relating to the provisions of such services.

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

1. PURPOSE: CITY agrees to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof. In performing these services, the **CONSULTANT** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. TERM: This **AGREEMENT** shall be for a period of 6 months, from the execution of this **AGREEMENT**. This **AGREEMENT** may be extended on a month to month basis option by mutual agreement of both parties, in writing, thirty (30) days prior to termination.

3. **PAYMENT**: In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a price not to exceed $125,000.00 as described in the Project Cost attached hereto as Exhibit "B".

In the event scope of work issues arise, the **CONSULTANT** shall immediately discuss them with the Project Manager for the **CITY**. It is understood that the Consultant will not perform any work that the **CITY** deems outside the scope prior to receiving written approval from the **CITY**, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the **CITY** shall be denied.

CONSULTANT, shall invoice City monthly for the percentage of the work completed by the **CONSULTANT. CITY** shall pay undisputed invoices within thirty (30) days of the invoice date and may deduct five percent (5%) from each 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 invoice by the **CITY**, and determination has been made by the **CITY** that the scope of work has been satisfactorily completed.

4. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that **CONSULTANT** is an independent Contractor for purposes of this **AGREEMENT** and is not to be considered an employee of the **CITY** for any purpose. **CONSULTANT** is not subject to the terms and provisions of the **CITY's** personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **CONSULTANT** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONSULTANT** and any third parties.

5. **INDEMNITY AND INSURANCE:**

A. The Consultant 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 **AGREEMENT**.
B. The Consultant agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or its agents or employees.
C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Consultant, the Consultant 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

Consultant's or any subcontractor's wrongful or negligent acts occurring as a result from the Consultant's performance pursuant to this **AGREEMENT**.

D. The **CONSULTANT** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONSULTANT** shall furnish the **CITY** with proof of insurance in accordance with this Section.

The **CONSULTANT** 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 -- $750,000 per claim and $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.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation. CONSULTANT may use an Excess Limits policy that drops down and follows form to meet the required insurance limits.

The **CITY** 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.

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

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

6. AGREEMENTS OF CONSULTANT: As an inducement to the execution of this **AGREEMENT** by the **CITY** and in consideration of the agreements to be performed by the **CITY**, the **CONSULTANT** agrees that:

A. Qualifications

The **CONSULTANT** is qualified to perform the services to be furnished under this **AGREEMENT** and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform.

B. Solicitation of Agreement

The **CONSULTANT** has not employed any person to solicit this **AGREEMENT** and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this **AGREEMENT**.

C. Facilities and Personnel

The **CONSULTANT** has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.

D. Subcontracting

None of the work or services covered by this **AGREEMENT** shall be subcontracted without the prior approval of the **CITY**.

E. Affidavits of Compliance

The **CONSULTANT** will, if requested by the **CITY**, furnish the **CITY** affidavits certifying compliance with the provisions of this Section.

7. AGREEMENTS OF CITY:

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the City of Billings' portion of the project as designated in the scope of work.

B. Name a Project Manager who shall be the liaison between the Consultant and the City of Billings. For this project, the Project Manager for **CONSULTANT** designated is Andrew J. Daleiden and the Project Manager for **CITY** designated is Scott Walker.

8. <u>NONDISCRIMINATION</u>:

A. The **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** shall state, in all solicitations or advertisements for employees to work on 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 **CONSULTANT** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.

D. The **CONSULTANT** shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such sub-consultant or vendor of the **CONSULTANT** under this **AGREEMENT**.

E. The **CONSULTANT** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination (Exhibit "C").

9. <u>PERMITS, LAWS, AND TAXES</u>: The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this **AGREEMENT**. All actions taken by the **CONSULTANT** under this **AGREEMENT** shall comply with all applicable statutes, ordinances, rules and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this **AGREEMENT**.

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

11. **DECLARATION OF NO FINANCIAL INTEREST:** The **CONSULTANT** hereby declares that he does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property described in Section 1 or in its sale, or any other interest, whether or not in connection with the property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this **AGREEMENT**, any person having any such interest. Until the property is acquired by the **CITY** or excluded from its project by resolution of its governing body, the **CONSULTANT** and any employees of the **CONSULTANT**, so long as they are employed by the **CONSULTANT**, will not acquire any such interests and will not, for their own account or for other than the **CITY**, negotiate for any of the property, perform services in connection with the property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the property.

12. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.

13. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.

14. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.

15. **TERMINATION OF AGREEMENT:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**. If one of the parties fails to comply with the terms and conditions of the Agreement, written notice may be provided describing the default. If the defaulting party fails to cure and correct the claimed default within a reasonable period specified in the notice, the non-defaulting party may terminate its services under the Agreement.

    In the event the **CITY** terminates this **AGREEMENT**, the **CONSULTANT** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.

16. **ENDORSEMENTS:** The **CONSULTANT** shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.

17. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request. CONSULTANT shall not be liable for modifications to documents prepared by CONSULTANT which are made without CONSULTANT's advice after delivery to CITY, nor shall CONSULTANT be liable for their use in projects other than the Project outlined within this Agreement.

18. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**.

19. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**. Pre-existing works created by CONSULTANT outside of the services for CITY but utilized in connection with such services shall continue to be owned by CONSULTANT.

20. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.

21. **ATTORNEY'S FEES AND COSTS:** That in the event it becomes necessary for either Party to this **AGREEMENT** to retain an attorney to enforce any of the terms or conditions of the **AGREEMENT** or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.

22. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.

23. **MODIFICATION AND AMENDMENTS:** That any amendment or modification of this **AGREEMENT** or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this **AGREEMENT**.

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

CITY OF BILLINGS, MONTANA

By_____
THOMAS W. HANEL,
MAYOR

Kittelsen & Associates, Inc.
CONSULTANT (Print Name Above)

By_____

Print Name _____

Print Title_____

APPROVED AS TO FORM:

By_____
BRENT BROOKS, CITY Attorney

EXHIBIT A
SCOPE OF WORK

Billings MPO Travel Demand Model

The Billings Metropolitan Planning Organization (Billings MPO) requests proposals from qualified firms or teams of firms with the appropriate expertise to develop a 2016 Travel Demand Model (TDM) for use by the Billings MPO that includes a mode choice step, and train MPO staff on how to build and use a TDM that incorporates the use of Geographic Information System Developer's Kit (GISDK) and the use of TransCAD's batch mode. Prior to this effort, the Montana Department of Transportation (MDT) developed and maintained the regional TDM FOR the MPO that did not include a mode choice step.

The MPO wishes to develop their own regional travel demand model that includes transit and bike/pedestrian modes. The area of the TDM will be Yellowstone County with attention to the Billings MPO boundary.

Below is a general outline of the anticipated scope of work. However, the final scope of work will be negotiated with the successful proposer.

Summary

1. Development of a 2016 Billings Travel Demand Model using TransCad 7.0 for Yellowstone County with attention to the Billings MPO Planning Boundary (Attachment E). The model is intended to help further community goals and improve transportation facilities and services in the Billings metropolitan area and will be used in the update process of the Long Range Transportation Plan by:
    - Relating the transportation system to existing and future land use and community plans;
    - Improving the multi-modal transportation circulation of people and goods, using both motorized and non-motorized transportation modes and facilities.
2. Training of MPO staff throughout the model development process including:
    - How to use the TDM for modeling alternative scenarios;
    - Providing assignment results;
    - The use of GISDK and batch mode.

The successful Consultant should have extensive experience in the design and implementation of Travel Demand Models within the TransCad software package.

This project will require the Base Year Model to be completed within approximately six (6) month of contract signing, this will coordinate with the update to the Billings MPO Long Range

Transportation Plan. The User Guide and staff training will need to be completed with 8 months of contract signing. The project will include, but not be limited to the following:

Major Tasks

1. Project Scoping and Timelines. After Consultant selection and contract work completed, a Model Scoping meeting will be held between the Consultant, MDT and the MPO. This will provide an opportunity to outline the process and timeline for the completion of tasks.

2. Data Acquisition and QA/QC The Consultant will collect, acquire or purchase needed data, organize and perform QA/QC on existing data including: 2016 housing and employment data, 2016 road network, and the Yellowstone County Household Travel Survey.

3. Base Year Model. The Consultant will develop a 2016 base year model that contains the complete road network and traffic analysis zones (TAZ). The road network will contain the following characteristics: speed, capacity, travel time, and functional classification. The TAZ's will represent areas of similar land use and contain housing and employment data. The base model will be calibrated to base year traffic counts from local and state sources. Model must be calibrated to meet the standards set by the Federal Highway Administration's (FHWA) Transportation Model Improvement Program (TMIP).

4. Mode Choice. The Consultant will design and develop a mode choice model for peak and off-peak time periods for all trip purposes. The model should account for trips by auto, shared ride and bus. If reasonable for the Billings MPO (given the results of the household travel survey) the model should include bicycling and walking modes and the ability to count transfers between modes per trip. This mode choice model will be developed using the data from the Yellowstone County Household Travel Survey (July 2017).

5. Modeling Alternatives. The Consultant will develop a process that includes the use of macros (GISDK), to be used by MPO staff, to model the changes to the network resulting from improvements such as new roadways, higher capacity roadways and multi-modal facility installation, such as bike, pedestrian and transit facilities.

6. User Training/Development of Documentation. As part of the development of the regional model, the Consultant will provide MPO staff with the necessary training to operate the model within the TransCad Version 7.0 platform. Develop a set of documents outlining the development process and user guidelines and standards based on best practices.
    a. Final User Training. The Consultant shall instruct MPO staff on the proper procedures to operate the model and provide model results. The Consultant shall offer working training sessions for one-on-one training with MPO staff and present an overview of the development process.

b. Documentation. The Consultant shall prepare a user guide that outlines: 1) the steps used to operate the TDM and 2) standards/best practices that are used by TDM modelers. MPO and MDT will have an opportunity to review and comment on the guide during the development process.

PROJECT DELIVERABLES

During the model development and execution process, as applicable, the following items will be delivered:

- Provide a Work Plan and timeline (i.e. Gantt chart) of the various project deliverables, including the time for the MPO and MDT reviews of draft deliverables.
- Weekly email updates of project status to City-County Planning Division.
- Documentation and review of the QA/QC process used on the input data i.e. housing, employment, road network, trip purposes, etc.
- Documentation and review of the efficacy of the mode choice model including its parameters. This documentation should be provided after the completion of the mode choice step but well before the full model is complete.
- A document outlining all the methods and variables used in the development of the TDM including the following validation test results: percent RMSE by functional class, screenline/cutlines, backcasting, average trip length for Home Based Work, and analysis of a linear model relating AADTs and modeled volumes.
- Documentation and GISDK source code.
- A fully functional Regional Travel Demand Model and all associated documentation, manuals and files.

EXHIBIT B
Project Cost

Project Budget - Kittelson & Associates, Inc.

LABOR ESTIMATE - Billings MPO Travel Demand Model - SW09152017

Task			Daleiden, Andrew Project Principal AJD	Aronson, Mike Project Manager MNA	Tsang, Lillian Network Development / Calibration LST	Crisafi, Jon Land Use / Roadway JCC	Gao, Miao Modeler/Analyst MXG	Enderson, Doug QA/QC DE	Munn, Dean Model Design / GISDK DM	SUBTASK/ TASK HOURS	SUBTASK/ TASK COST
010	**Project Scoping**										
	Scoping Meeting		8	10	2		2	2	10	34	$6,124
	Reimbursable Expense	2-day trip X 2 1-person trips									$2,000
		Task #010 - Subtotal	8	10	2	0	2	2	10	34	$8,124
020	**Data Acquisition and QC**										
	Land Use Data		2	20		40				62	$9,706
	Transportation Networks		4	4	20	20	40	12		100	$14,490
	Survey Data			20			40			60	$9,403
	Reimbursable Expense	Purchase InfoUSA Data									$3,000
		Task #020 - Subtotal	6	44	20	60	80	12	0	222	$36,598
030	**Base Year Model**										
	TAZ System		2	4	8		24			38	$5,691
	Trip Generation		2	8	12		8			30	$5,234
	Trip Distribution		2	4	8		16			30	$4,678
	Trip Assignment			4	4		8			16	$2,580
	Model Validation		2	8	20		40	16	60	146	$22,128
	Reimbursable Expense	2-day trip X 2 1-person trips									$2,000
		Task #030 - Subtotal	8	28	52	0	96	16	60	260	$42,311
040	**Mode Choice**										
	Mode Choice			8	8		8		30	54	$8,671
	Reimbursable Expense										$0
		Task #040 - Subtotal	0	8	8	0	8	0	30	54	$8,671
050	**Modeling Alternatives**										
	Modeling Alternatives		4	4	12		12			32	$5,258
	Reimbursable Expense										$0
		Task #050 - Subtotal	4	4	12	0	12	0	0	32	$5,258
060	**User Training/Documentation**										
	User Training		8	4	32					44	$8,009
	Documentation		4	8	24		32	4	10	82	$12,864
	Reimbursable Expense	2-day trip X 3 1-person trips									$3,000
		Task #060 - Subtotal	12	12	56	0	32	4	10	126	$23,873
		TOTAL HOURS	38	106	150	60	230	34	110		
		LABOR RATE	$192.93	$217.05	$174.93	$124.47	$126.55	$150.00	$150.75	TOTAL HOURS	
		LABOR COST	$7,331	$23,008	$26,239	$7,468	$29,106	$5,100	$16,583	728	

TOTAL PROJECT ESTIMATE

$124,835

EXHIBIT C
DBE AND NON-DISCRIMINATION NOTICE

DBE Goals

There are no DBE/WBE goals for this work, but firms are strongly encouraged to utilize DBE firms if applicable. A Montana certified DBE consultant list is available and can be found on the MDT web page, http://www.mdt.mt.gov/business/contracting/civil/dbe.shtml

Nondiscrimination Compliance

Consultants will be subject to Federal and Montana nondiscrimination laws and regulations (see attached notice).

NON-DISCRIMINATION NOTICE

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

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

(1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.

(2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.

(4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books,

records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,

(a) Withholding payments to the Party under the Agreement until the Party complies, and/or

(b) Cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, §49-3-207, MCA

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

(1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.

(2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: "The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case

of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."

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

D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR §26

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

The Party, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Party to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

EXHIBIT D
CERTIFICATE OF LIABILITY INSURANCE

Client#: 763494 KITTEASC

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY): 10/18/2017

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

PRODUCER	CONTACT NAME:
USI Kibble & Prentice PR 601 Union Street, Suite 1000 Seattle, WA 98101	PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8528 E-MAIL ADDRESS: PL.CertRequest@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Com	29424
INSURER B : XL Specialty Insurance Company	37885
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Kittelson & Associates, Inc.
610 SW Alder Street, Suite 700
Portland, OR 97205

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			52UUNPT3504	01/01/2017	01/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			52UUNPT3504	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		52WEGB9736	01/01/2017	01/01/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
B	Professional Liability			DPR9909525	01/01/2017	01/01/2018	$2,000,000 per claim $4,000,000 annl aggr.	

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

RE: KAI PN 20896 - Billings Regional Travel Demand Model.
The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability and Automobile Liability policies include a Waiver of Subrogation endorsement in favor of the Certificate Holder as referenced above.

CERTIFICATE HOLDER

City of Billings, Montana
P.O. Box 1178
Billings, MT 59103

CANCELLATION

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

Joan A. Ryan

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#S21752196/M19515535 JYMZP

Consent **1. F.**

Regular City Council Meeting

Meeting Date: 11/13/2017

TITLE: W.O. 17-16 -- Fox Pump Station Improvements, Professional Services Contract with Morrison Maierle

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

The City desires to build a new water pump station to service Zone 4 North in the City's water distribution system. Zone 4 North, serving the northwest Billings Heights, is a closed loop system with no current storage. The existing Fox Pump Station, located near Skyview High School, pumps into this system but is at its maximum operating capacity. The Zone 4 North pressure zone experiences periods of high demand that the current facilities have difficulty meeting. Therefore, the City had a study done in the spring of 2017 to evaluate the current and future water demands in this area and to provide recommendations for pumping and storage improvements. From the resulting report, it is recommended to proceed with the construction of a new Fox Pump Station. A water storage reservoir is recommended to be constructed in the next 8-10 years. The new pump station will be compatible with this future reservoir.

The new pump station will be built near the existing pump station on land already owned by the City. This will allow the existing pump station to remain in service throughout construction, limit the amount of piping needed for tie-ins, and greatly reduce any impact to the distribution system. Upon final turn-up of the new pump station, the existing pump station will be taken out of service, but the building will be kept for other purposes.

Proposals were requested for the professional services described below. Three firms submitted proposals, and Morrison Maierle was chosen as the preferred consultant.

This contract provides the necessary professional services, including but not limited to: alternatives presentation, all design aspects (civil, architectural, structural, electrical, mechanical, etc.), preparing bidding and construction contract documents, bidding services, and construction administration (CA).

ALTERNATIVES ANALYZED

City Council may:

- Award a Professional Services Contract to Morrison Maierle (MMI); or
- Do not award a contract to MMI. If this agreement is not approved, design of the facility will be delayed resulting in extended deficiencies meeting water demands in Zone 4 North.

FINANCIAL IMPACT

This project is being funded with Water 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	$ 3,000,000
Professional Services (this contract)	($ 315,200)
Budget Remaining	$ 2,684,800

RECOMMENDATION

Staff recommends that the City Council approve the Professional Services Contract with Morrison Maierle for W.O. 17-16 -- Fox Pump Station Improvements in the amount of $315,200.

APPROVED BY CITY ADMINISTRATOR

Attachments

WO 17-16_Appendix A
WO 17-16_Appendix B
WO 17-16_Appendix C
WO 17-16_Appendix D
WO 17-16_Appendix E
WO 17-16_Appendix F
WO 17-16_Insurance Cert 1
WO 17-16_Insurance Cert 2
WO 17-16_Base Contract

Appendix A

Basic Services of Engineer
City of Billings W.O. 17-16 – Fox Pump Station Improvements

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 Casey Hanson, PE working under the Principal-in-Charge, Carl Anderson, PE.

Section 2. Billings Rights and Duties.

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete Billings' portion of the project as designated in the scope of work.

B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is 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. 17-16 – Fox Pump Station Improvements.

The purpose of the project is to design and perform construction administration for a pump station to replace the existing Fox Pump Station.

The scope of work is summarized below.

TASK 00 - PROJECT MANAGEMENT

Project management for the design and construction phases will include all project coordination between the City and the consultant team members. This management task includes communication of ideas, questions, and issues to ensure the design encompasses the input from the project personnel for both the City and Morrison-Maierle. Project management also includes the effort necessary to control the quality, schedule, and budget of the project.

TASK 10 – ALTERNATIVE ANALYSIS

The alternative analysis will include a planning workshop with the City and the consultant team members. The planning workshop will discuss alternatives presented in the proposal and other alternatives identified in the workshop to further narrow the basis of design. Items discussed will include, but not be limited to, incorporating solar power into the design, incorporating a future room for boosting chlorine, reuse of existing equipment, and options of a pre-packaged pump station versus built in place. Based on the City's decisions from this meeting, the final design concept will be developed. Alternative Tasks are included in this Appendix that are based on the items to be discussed in the planning workshop.

TASK 31 – DESIGN SURVEY

A design survey will be conducted on the City-owned parcel on which the existing Fox Pump Station and Fox Reservoirs lie. Survey will include utility locations as located by Montana One Call and applicable public/private utilities, property lines, structures, and all other information needed for design of the new pump station and water main connection. Topographic survey would also include enough area to incorporate a solar panel design (if it is concluded from the planning workshop that the City wants to proceed with a solar design).

The horizontal and vertical datums for this project shall be approved by the City.

TASK 32 – CONSTRUCTION SURVEY

Provide personnel, equipment, and supplies for construction layout and control. Construction layout shall include, but not be limited to, building layout, measurements, lines, locations, and grades necessary for construction.

TASK 39 – GEOTECHNICAL EVALUATION

A geotechnical evaluation of the pump station site will be completed. A sufficient number of borings will be completed at the new pump station site and will be used to compile the geotechnical information needed to ascertain the soil and groundwater conditions that will be reasonably expected during construction. Test results will include information needed to design the pump station foundation and water main. Also, soil information necessary for structural calculations of the pump station and recommendations for fill material and compaction will be provided. The information will be used in the design as well as provided in the contract documents. Design geotechnical work will include two (2) 18' deep soil borings. Quality assurance density tests, proctors, and concrete testing are included in the construction materials testing scope.

TASK 40 – PRELIMINARY AND FINAL DESIGN

The following work will be performed under this task:

- Prepare preliminary plans at 30% complete and preliminary plans, specifications, and estimate of probable cost at 60% complete for review by the City. An electronic file (PDF) of each review set will be provided to the City for review. In addition, one (1) 22"x34" copy and one (1) 11"x17" copies of 30% plans, and one (1) 22"x34" copy and one (1) 11"x17" copies of 60% plans and specifications will be provided to the City. One copy of the 60% plans will be provided to each utility in the area. The 60% plans provided to the utilities will be annotated with potential conflicts noted as part of the design. Engineer will follow up with the utilities to ensure they received the plans sent to them. Engineer will hold a meeting for utilities to attend to discuss potential conflicts, if any occur.
- Coordinate with permitting agencies and public/private utilities, including MDEQ.

- Assist City with application(s) for all required permits (City Building permits, DEQ, etc.). City will pay respective permitting fees directly.
- Assist City with coordination with utilities for any service hook-ups.
- Hold separate review meetings to review 30%, 60%, and 90% submittals with City staff before development of next stage plan documents.
- Perform field review(s) with City and other agencies.
- Develop 90% plans, specifications, quantity summaries, and estimate of probable cost for final review by City staff. Engineer will meet with City staff to review 90% comments. One (1) 22"x34" copy and two (2) 11"x17" copies will be provided to the City, as well as an electronic file (PDF).
- Seal and sign all final plans, specifications, submitted calculations, and reports with the seal of the Montana licensed Professional Engineer in responsible charge of the work.
- Submit plans and specifications to Montana Department of Environmental Quality for review and approval. Coordinate with MDEQ on any follow-up comments/requirements.
- Plans and specifications for demolition/removal/relocation of equipment in the existing Fox Pump Station, once the new pump station is operational and accepted by the City, are to be included with this project. Engineer will work with the City to develop a list of items to be salvaged by the Contractor and turned over to the City. The building with the existing Fox Pump Station will remain in place.
- Site work, including a gravel parking lot will be included in this design.
- The project will include water main (approximately 100 feet) and all associated connections from the new pump station to the existing distribution system.

The following list describes the criteria used to develop the scope of services and fee estimate.

- This scope assumes a prefabrication build of the pump station skid.
- The City will pay all DEQ review permit fees directly.
- The City will pay all building permit fees.
- The structural, mechanical, and electrical will be based on a structure size determined during design.
- The roof will have a steel joist design with a crane system for pump removal.
- SCADA will be integrated into the City of Billings system. Communication equipment will be mounted on one of the existing Fox Reservoirs.
- This scope includes determining if a new electrical service to the site is required, and if it is, coordination with the utility for the new service. The City shall pay all costs associated with a new service.
- Permanent emergency power will be part of the pump station design. The existing diesel generator is in good condition and it is assumed it will be incorporated into the new pump station. This scope includes verifying the size of the generator is sufficient for the needs of the new pump station and a design to relocate or protect the existing generator (with a block wall or similar). If the existing generator is deemed to be too small, this scope includes sizing and specifying the installation of an adequate sized generator.

Bidding services will be provided as follows:

- Furnish contract plans and specifications in sufficient number for bidding and contracting the project. It is anticipated that twenty-five (25) 11"x17" copies will be required.
- Provide bid advertisement text to City for publication. Submission of the advertisement to publications and the cost for advertising will be responsibility of the City.
- Maintain a plan holders' list.
- Answer prospective bidders' questions in regard to the project.
- Schedule and hold a pre-bid conference with interested contractors and suppliers. Publish minutes and any necessary addenda. Conduct pre-bid field review with Contractors, if necessary.
- Prepare and distribute addendums as necessary.
- Attend bid opening, analyze bid proposals, publish a bid tabulation, and make recommendations on awarding a construction contract.
- Prepare four (4) copies of construction contract documents.
- Plan sales will be credited to this task of the project.

TASK 50 – CONSTRUCTION ADMINISTRATION

Construction administration will include the following tasks:

- Coordinate appropriate quality assurance testing of materials intended for incorporation into the project and require documentation of testing results.
- Provide review of construction to check the Contractor's work for compliance with the drawings, specifications, and other applicable documents, codes or standards. Review of work shall be made on a full-time basis while any major item of work is in progress. Major items of work shall include, but not be limited to, water main installation; subgrade preparation; gravel base course preparation; concrete pouring and finishing; and all piping, electrical, and structural construction for the pump station. The Engineer shall provide a minimum of 48 hours notice for Billings personnel when specific inspections or testing require their presence on the project. Each daily review shall be documented in permanent reproducible form and kept in consecutive order with the project file. Copies of the daily review reports shall be furnished to Billings as requested during construction. Engineer will notify Billings immediately of contract problems or deviation from approved plans.
- Coordinate and administer bi-weekly (or as needed) progress meetings.
- This scope is based on a timeline utilizing a prefabricated pump station skid and includes one (1) full-time resident project representative (RPR) for two and a half (2.5) months over the anticipated duration of the project and approximately 20 hours for punch list items. This scope is based on 460 hours of RPR time.
- Interpret geotechnical test results and recommendations and coordinate with field observations.
- The Engineer shall record the location and depth, where available, of all underground utilities.
- Review the construction operations, prior to the start of work. Engineer shall ascertain that the Contractor has all needed permits to accomplish his work during construction.

- Check shop drawings, samples, equipment, concrete mix design, aggregate, and other data submitted by the Contractor for compliance with drawings and specifications.
- Evaluate and respond to Requests for Information (RFI) from Contractor.
- Prepare change orders.
- Prepare monthly pay estimates and final pay estimates for construction and prepare contract administration forms on a monthly basis. These will be submitted in Billings' approved format.
- Review certified pay-rolls from general contractor and all sub-contractors, and verify compliance with required wage rates.
- Engineer shall provide City with geotechnical testing reports after construction.
- Issue notice to the Contractor to suspend work in whole or part when, in the opinion of the Engineer, and when directed by the Owner, work is not being, or cannot be performed in accordance with the contract documents and specifications.
- Contact Billings for any proposed plan or specification changes when required due to initial design and engineering deficiencies in order to complete the project in its original concept. Plan and specification changes shall be prepared by the design engineer and implemented via change order.
- Prepare and recommend field orders and change orders when necessary due to conditions encountered during construction. Any work resulting in contract overage will be processed by approved change orders using Billings' standard format.

TASK 60 – CLOSEOUT

Closeout services will be provided as follows:

- Following receipt of red-lined drawings from the general contractor and any review comments from Billings, make necessary changes and furnish Billings with record drawings as indicated in Section 2D of Part I of this contract. Record drawings shall include, but not be limited to:
    - Elevations indicating the depth of bury of critical pump station elevations (including, but not limited to water main inverts into the pump station, pump station elevations, and water main connection elevations).
    - All above elevations shall be referenced to a permanent benchmark elevation – clearly shown on the plans.
    - Record drawings and are due within 60 days of Contractor's final payment and before final payment to the Engineer.
- Provide one (1) CD and/or flashdrive with Contractor's submittals.
- Schedule and make final inspection with Billings and certify to Billings all construction items were constructed according to plans and specifications and are acceptable to the Engineer.
- Issue Certificate of Substantial Completion.
- Schedule and make an inspection with Billings prior to the expiration of construction warranty period and provide a certification of final acceptance. If any problems are found, send a list of deficiencies to Billings and Contractor and continue until acceptable.
- Approximately eleven (11) months after construction is completed, a one-year walkthrough will be attended by a representative of the design team with the City. A follow-up letter of findings and recommendations will be provided to the City.

- Based on design information, shop drawings, and as-built information provided by the contractor, prepare an O&M Manual for the pump station. This task includes compiling, organizing, reviewing, and transmitting the information. No custom written operational instructions are anticipated. Two (2) draft copies for review and three (3) final copies of the O&M Manual will be provided to the City.

TASK 88 – QUALITY ASSURANCE

Internal quality assurance will be provided for all reports, plans and specifications furnished to the City or other agencies.

ALTERNATIVE TASKS

The following Alternative Tasks are included in the fee and as scoped below and are based on the alternatives to be presented and discussed in the kick-off meeting with the City. The City will make decisions on these alternative tasks following the kick-off meeting, and will provide written direction if choosing to proceed. Tasks will only be worked on after receiving this written direction from the City.

ALTERNATIVE TASK 41 – SOLAR POWER SYSTEM DESIGN

This alternative task includes design of a solar power system design up to 50kW. Coordination with NorthWestern Energy will also be included with this task item.

ALTERNATIVE TASK 42 – SURGE DESIGN

This alternative task includes a surge mitigation design at Fox Pump Station for Zone 4 North. No surge modeling is included in this scope.

Appendix B

Methods and Times of Payment
City of Billings W.O. 17-16 – Fox Pump Station Improvements

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:

Task 0	Project Coordination and Management	$ 6,700.00
Task 10	Alternatives Analysis	$ 1,800.00
Task 31	Design Survey	$ 4,350.00
Task 32	Construction Survey	$ 5,100.00
Task 39	Geotechnical Evaluation	$ 11,000.00
Task 40	Design and Bidding Phase	$ 125,800.00
Task 50	Construction Administration	$ 120,600.00
Task 60	Project Closeout	$ 18,000.00
Task 88	Quality Assurance	$ 6,200.00
Subtotal		**$299,550.00**
Alternative Task 41	Solar Power System Design	$ 9,650.00
Alternative Task 42	Surge Design	$ 6,000.00
Total		**$315,200.00**

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

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

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study shall be paid for 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. 17-16 – Fox Pump Station Improvements

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. 17-16 – Fox Pump Station Improvements

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

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

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

Morrison Maierle
engineers • surveyors • planners • scientists

Standard Billing Rates Schedule
Rates Effective Thru
May 31, 2018

			Standard Rate	Overtime Rate
Professional Services	Principal	Principal	206.00	206.00
	Engineer	Supervising Engineer III	194.00	194.00
		Supervising Engineer II	183.00	183.00
		Supervising Engineer I	173.00	173.00
		Senior Engineer II	160.00	160.00
		Senior Engineer I	146.00	146.00
		Design Engineer II	135.00	135.00
		Design Engineer I	124.00	124.00
		Engineer Intern II	111.00	111.00
		Engineer Intern I	100.00	100.00
	Planner	Supervising Senior Planner	187.00	187.00
		Senior Planner	150.00	150.00
		Planner III	106.00	106.00
	Scientist	Environmental Scientist II	111.00	111.00
		Environmental Scientist I	101.00	101.00
		Senior Geologist	184.00	184.00
		Geologist III	160.00	160.00
		Geologist I	116.00	116.00
	Engineering Technician	Senior Engineering Technician	136.00	136.00
		Engineering Technician	100.00	100.00
		Cad Designer II	117.00	117.00
		Cad Designer I	107.00	160.50
		Cad Tech III	100.00	150.00
		Cad Tech II	94.00	141.00
		Cad Tech I	83.00	124.50
	Resident Project Representative	Senior Resident Project Representative	140.00	140.00
		Resident Project Representative II	117.00	117.00
		Resident Project Representative I	102.00	153.00
	Clerical and Graphics	Administrative Manager	102.00	102.00
		Administrative Coordinator III	94.00	94.00
		Administrative Coordinator II	88.00	88.00
		Administrative Coordinator I	73.00	109.50
		Project Coordinator III	94.00	141.00
		Project Coordinator II	83.00	124.50
		Project Coordinator I	73.00	109.50
		Technical Intern	70.00	105.00
		Senior Communication Specialist	100.00	100.00
		Graphic Designer	84.00	84.00
Surveying Services	Survey	Senior Survey Manager	167.00	167.00
		Land Surveyor IV	139.00	139.00
		Land Surveyor III	131.00	131.00
		Land Surveyor II	117.00	117.00
		Land Surveyor I	106.00	106.00
		Survey Technician IV	100.00	150.00
		Survey Technician III	93.00	139.50
		Survey Technician I	69.00	103.50
Expert Witness	Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.			

Morrison Maierle
engineers • surveyors • planners • scientists

Standard Billing Rate Schedule
Rates Effective Thru
May 31, 2018

EQUIPMENT RATES

Company Vehicle: highway miles - Pickups/SUV/4WD	$.699/mile
highway miles - Sedans	$ .574/mile
on-site mileage	$ .574/mile plus $5.00/hour
Private Vehicle	$ .535/mile
ATV/Snowmobile	$50.00/day
UTV	$100.00/day
GPS (1 Receiver)	$120.00/day
GPS (2 Receivers)	$30.00/hour, $240.00/day
Total Station	$80.00/day
Robotic Total Station	$240.00/day
FARO Focus 3D X 130 Laser Scanner	$50.00/hour, $400.00/day
Nuclear Density Meter	$10.00/hour, $35.00/day
Airflow Balancing Hood	$75.00/day
Core Drill	$10.00/hole
Digital Level	$50.00/day
Trimble V10 Image Rover	$50.00/day

HYDROLOGICAL EQUIPMENT

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

PRINTING EXPENSES

Black & White Copies	$.10/8.5x11, $.20/11x17, $.13/8.5x14
Color Copies	$.20/8.5x11, $.40/11x17, $.20/8.5x14
Binding	$.25/each
Lamination	$1.00/each
Cover Stock	$.10/each
Acetate	$.30/each
Tabs	$.10/each
Oversize Print Black & White	$5.00/each
Oversize Print Color	$6.00/each
Print & Basic Mount	$12.00/each
Print & Machine Mount	$20.00/each
Print, Machine & Laminate White Board	$32.00/each
Print, Machine & Laminate Black Board	$35.00/each
Foam Board	$3.50/each
Small View Binder	$5.00/each
Large View Binder	$10.00/each

MISCELLANEOUS EXPENSE

Lodging	Current Rates
Meals	$40.00/day

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

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

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

Appendix E

Project Schedule

City of Billings W.O. 17-16 – Fox Pump Station Improvements

Based on a notice to proceed by Billings dated no later than November 15, 2017, the targeted completion date for the Engineer's work shall be:

A. Alternatives Analysis – December 2017

B. Design

   1. 30% Design – January 2018

   2. 60% Design – March 2018

   3. 90% Design – May 2018

   4. Final Design – June 2018

C. Bid – Summer 2018

D. Construction – Late summer to winter 2018

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. 17-16 – Fox Pump Station Improvements

Attach Certificate(s) of Insurance

MORRMAI-01 LDUNCAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/01/2017

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).

PRODUCER Butte Office PayneWest Insurance, Inc. 3475 Monroe Ave. Butte, MT 59702-0102	CONTACT NAME: PHONE (A/C, No, Ext): (406) 494-8000 FAX (A/C, No): (406) 494-7641 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Cincinnati Insurance Companies — 10677
INSURED Morrison - Maierle, Inc. P.O. Box 6147 Helena, MT 59604-6147	INSURER B : Montana State Fund — 811212
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	CPP3669637	12/31/2016	12/31/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	CPA3669637	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X	X	CPP3669637	12/31/2016	12/31/2017	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			033302811	01/01/2017	01/01/2018	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Umbrella-Follow Form			CPP3669637	12/31/2016	12/31/2017	Over GL/AL/EL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Name: Billings - Fox Pump Station
Project Number: 0686P024

Form IA4087 - 30 Days Notice of Cancellation has been requested from company in favor of certificate holder - applicable to GL/Auto/Umbrella. Not applicable to Workers Compensation.

CERTIFICATE HOLDER

City of Billings
Public Works/Engineering
2224 Montana Avenue
Billings, MT 59101

CANCELLATION

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
Lisa Duncan

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/01/2017

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

PRODUCER	CONTACT NAME:	
Pearl Insurance 1200 E Glen Ave Peoria Heights IL 61616	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED Morrison-Maierle Inc. PO Box 6147 1 Engineering Pl Helena MT 59604-6147	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability - E&O Written on a Claims-Made Basis	N	Y	AEH288366511	01/08/2017	01/08/2018	$3,000,000 Per Claim/$3,000,000 Aggregate $100,000 Deductible	

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

Project Type: Billings - Fox Pump Station Project Number: 0686P.024

CERTIFICATE HOLDER

City of Billings
Public Works/Engineering
2224 Montana Avenue
Billings, MT 59101

CANCELLATION

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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Contract for Professional Architectural and Engineering Services

Project W.O. 17-16 – Fox Pump Station Improvements

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 7 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 3 pages (Schedule of Professional Fees);

Appendix E consisting of 1 pages (Project Schedule);

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

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his/her designee.
B. “Billings” and/or “Owner” means the City of Billings.
C. “Engineer” and/or "Contractor" means Morrison Maierle.

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.

E. The Contractor shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.

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 Three Hundred Fifteen Thousand Two Hundred and no/100 dollars ($315,200.00) 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: Casey Hanson
Morrison-Maierle
315 N. 25th Street, Suite 102
Billings, Montana 59101
email: chanson@m-m.net

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 a 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: Carl Anderson, Vice President

    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.

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

_____
City Council or Designee

Date:_____

ATTEST:

_____
City Clerk

Date:_____

APPROVED AS TO FORM:

By_____
_
BRENT BROOKS, City Attorney

Contractor

Morrison Maierle

Name:_____
Title:_____
Date:_____

IRS Tax ID #_____

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.

Consent **1. G.**

Regular City Council Meeting

Meeting Date: 11/13/2017

TITLE: WO 18-06 EBURD 10th to 13th Infrastructure Contract for Professional Services

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

The purpose of this project is to reconstruct streets between 1st Avenue North and 4th Avenue North and North 10th Street to North 13th Street in accordance with the East Billings Urban Renewal District Master Plan. The streets included in this project are North 11th Street, North 12th Street, 2nd Avenue North, and 3rd Avenue North. The improvements include sanitary sewer, storm drain and street improvements and are estimated to cost $3,525,000 to construct. Also included is the construction of streetlights from North 10th Street to North 22nd Street and Montana Avenue to 6th Avenue North and is estimated to cost $1,260,000 to construct. Staff requested the services of an engineering firm to provide design services for the project and Sanderson Stewart was selected through the Request for Proposals (RFP) process. Other firms considered were HDR, KLJ and DOWL. The contract amount is $735,535.

ALTERNATIVES ANALYZED

The Council may:

- Award the Contract for Professional Services to Sanderson Stewart; or
- Do not award the contract. If the contract is not awarded, the construction of the improvements will be delayed.

FINANCIAL IMPACT

The cost of design and construction services is $735,535. The cost of the contract will be paid from East Billings TIF Funds.

RECOMMENDATION

Staff recommends that the City Council authorize the Mayor to execute a Contract for Professional Services with Sanderson Stewart for $735,535 for WO 18-06 EBURD infrastructure.

APPROVED BY CITY ADMINISTRATOR

Attachments

WO 18-06 Professional Services Contract
WO 18-06 Professional Services Contract

Contract for Professional Architectural and Engineering Services
W.O. 18-06
EBURD 10th to 13th Infrastructure Improvements

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

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 10 pages (Basic Services of Engineer);

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

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

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

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 1 page (Certificate(s) of Insurance); and

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
B. “Billings” means the City of Billings.
C. "Engineer" means Sanderson Stewart

Section 2. Scope of Services.

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

D. The Engineer shall provide as-built drawings on mylar and in digital format, as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings.

~~E. The Engineer shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.~~

Section 3. Time for Performance.

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

Section 4. Compensation; Method of Payment.

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

Section 5. Termination of the Engineer's Services.

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

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

Section 6. Duties Upon Termination

A. If Billings terminates the Engineer’s services for convenience, Billings shall pay the Engineer for its actual costs reasonably incurred in performing before termination. Payment under this Subsection shall never exceed the total compensation allowable under Section 4 of this Part. All finished and unfinished documents and materials prepared by the Engineer shall become the property of Billings.

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

Section 7. Insurance.

A. The Engineer shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Engineer shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
B. The Engineer shall provide the following insurance:

    1. Workers' compensation and employer's liability coverage as required by Montana law.
    2. Commercial general liability, including contractual and personal injury coverage's -- $1,500,000 per occurrence.
    3. Commercial automobile liability -- $500,000 per accident.
    4. Professional liability in the amount of $1,500,000.

C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

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

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

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

Section 10. Notices.

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

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

Engineer: Sanderson Stewart
D.J. Clark, PE, PTOE, Community Transportation Studio Manager
1300 North Transtech Way
Billings, Montana 59102 FAX: (406) 656-0967 / PHONE: (406) 656-5255

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:

1. Any interruption, suspension or interference resulting solely from the act of Billings or neglect of Billings not otherwise governed by the terms of this Contract.
2. Strikes or Work stoppages.
3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
4. Order of court, administrative agencies or governmental officers other than Billings.

Section 13. Financial Management System.

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Engineer: D.J. Clark, PE, PTOE, Community Transportation Studio Manager
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

The Engineer shall indemnify, defend, save, and hold Billings harmless from any claims, lawsuits or liability, including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the Engineer or any subcontractor as a result of the Engineer's or any subcontractor's performance pursuant to this Contract.

A. The Engineer shall not indemnify, defend, save and hold Billings harmless from claims, lawsuits liability, or attorneys' fees and costs arising from wrongful or negligent

acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the Contract.

B. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Engineer, the Engineer shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, lawsuits or liability, including attorneys' fees and costs, which result from the Engineer's or any subcontractor's wrongful or negligent acts occurring as a result from the Engineer's performance pursuant to this Contract.

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

A. Billings shall not indemnify, defend, save and hold the Engineer harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of the Engineer occurring during the course of or as a result of the performance of the Contract.

B. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Engineer, Billings shall indemnify, defend, save, and hold the Engineer harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from Billings' or any subcontractor's wrongful or negligent acts occurring as a result from Billings' performance pursuant to this Contract.

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

_____
City Council or Designee

Date:_____

ATTEST:

_____
Cari Martin
City Clerk

Date:_____

Engineer

_____

Name:_____
Title:_____
Date:_____

IRS Tax ID #_____

STATE OF MONTANA)
:ss.
COUNTY OF YELLOWSTONE)

On this _____ day of _____, 2004, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of _____, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

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

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

Appendix A
Basic Services of Engineer
W.O. 18-06
EBURD 10th to 13th Infrastructure Improvements

Section 1. Engineer's Rights and Duties.

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Engineer's portion of the project as defined in the scope of work and to prepare and deliver to Billings all plans, specifications, bid documents, and other material as designated herein.

B. Ascertain such information as may have a bearing on the work from local units of government, utility companies, and private organizations and shall be authorized to procure information from other authorities besides Billings, but shall keep Billings advised as to the extent of these contacts and the results thereof.

C. Prepare and present such information as may be pertinent and necessary in order for Billings to pass critical judgment on the features of the work. The Engineer shall make changes, amendments or revisions in the detail of the work as may be required by Billings. When alternates are being considered, Billings shall have the right of selection.

D. Engineer's work shall be in accordance with the standards of sound engineering and present City, State, and National standards and policies currently in use.

E. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121 and 18-2-122, and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.

F. The Engineer shall certify with the submission of final plans that the plans are in conformance with applicable sections of Title 69, Chapter 4, Part 5, of the Montana Code Annotated as pertaining to existing utilities.

G. To perform professional services in connection with the project and will serve as Billings' representative in those phases of the project to which this agreement applies.

H. Where Federal funds are involved, the necessary provisions to meet all requirements will be complied with and documents secured and placed in the bidding documents.

I. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Engineer. Reports will be submitted in a timely manner to permit prompt resolution of problems.

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

Section 2. Billings Rights and Duties.

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete Billings' portion of the project as designated in the scope of work.

B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Chris Hertz, PE working under the City Engineer, Debi Meling, PE.

Section 3. Scope of Work.

SCOPE OF WORK:

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

The project consists of the design and bidding services for the W.O. 18-06, EBURD 10th to 13th Infrastructure Improvements project. The project will reconstruct 2nd Avenue North and 3rd Avenue North (from North 13th Street to North 10th Street) and North 11th Street and North 12th Street from 1st Avenue North to 4th Avenue North. Exhibit A (attached) illustrates the extends of the base infrastructure project. Surface improvements are to include curb and gutter, sidewalk, asphalt, drive approaches, signing and striping, and street lighting. The project will also include storm drain and sanitary sewer system improvements. Street lighting improvements will extend beyond the base project area to include the areas of the East Billings Urban Renewal District (EBURD) bound by North 13th Street to North 22nd Street (east to west) and by 1st Avenue North to 4th Avenue North (north to south), the segments of North 13th Street, North 15th Street, North 18th Street and North 20th Street from 4th Avenue North to 6th Avenue North, the segment of Montana Avenue from approximately North 13th Street to North 22nd Street and half-block segments of North 15th Street through North 20th street, north of Montana Avenue. Exhibit B (attached) illustrates the anticipated locations for street both in the base project area and the extended area. A special improvements district (SID) and a street lighting maintenance district (SLMD) will be created to fund construction and operations for the street lights.

Professional services include field survey, geotechnical investigation, design of sanitary sewer and storm drain system improvements, roadway and traffic-related improvements, coordination with power, natural gas, cable television, telephone, and fiber optic private utility companies on possible installations or modifications of their facilities during this project, property owner/business tenant coordination, public involvement, preparation of contract plans and specifications, permitting, project bidding, and SID and SLMD creation and coordination services, more specifically described below. Engineer will coordinate work efforts with other related improvement projects expected to be completed concurrently in the project area, such as the Montana Department of Transportation (MDT) 1st Avenue North project.

Phase 100. Preliminary (50%) Design Services

Task 1. General project management, including internal meetings and administrative tasks.

Task 2. Weekly project update e-mails will be sent to the City of Billings Project Manager (Chris Hertz) and the City Engineer (Debi Meling).

Task 3. Meetings and correspondence with City of Billings staff on project-related items and issues.

Task 4. Meetings and correspondence with BIRD staff on project-related items and issues.

Task 5. Preliminary field review and project site reconnaissance. Sanderson Stewart will take photos of key project features for documentation purposes and for use in design.

Task 6. Potholing of public and private utilities for up to 20 locations to verify depth and location within the project corridor. Pothole locations will be determined strategically based on potential conflicts identified through utilities research.

Task 7. Research of property ownership and right-of-way information for parcels in the project area. Review of property deeds, easements and title report. This task shall also include the work necessary to verify property frontage distances for use in SID assessment calculations.

Task 8. Drafting in Autocad of public street and alley right-of-way boundaries based on found information from plats and easement documents for use in design.

Task 9. Research and review of existing street lighting and maintenance districts within the project area. The City of Billings will assist Sanderson Stewart with this task by providing existing documentation.

Task 10. Research and review of records and field-generated information (topographic survey/locates) on public and private utilities that are located within the project area. Records shall include atlas maps, online resources and information provided by the private utility and irrigation companies. This task shall also include meetings with the City and private utilities companies to discuss coordination of facility modifications as required.

Task 11. Review of City of Billings sanitary sewer video logs (where available) to determine condition and disposition of facilities. This information will help with determining design approach for sanitary sewer replacement (e.g., open cut or trenchless approach).

Task 12. Review of City of Billings storm drain video logs (where available) to determine condition and disposition of facilities. This information will help with determining design approach for storm drain replacement.

Task 13. Meetings and correspondence with infrastructure project area property owners to inform them about the project and to discuss parking, access and drainage considerations. Sanderson Stewart will send one (1) letter survey to each of the property owners within the nine-block infrastructure project area to request input. Sanderson Stewart will also attend up to one (1) meeting with each property to discuss preliminary details about the project and anticipated impacts. Additional ongoing communication will be maintained via phone calls and e-mail correspondence. Negotiations for the purchase of right-of-way or easements (if required) are not included in the scope for this contract. This scope does not account for meetings with property owners outside of the nine-block infrastructure project area.

Task 14. Pre-survey research and computations, including review of previous surveys and plats. Upload existing property corner information from database. Setup Trimble Business Center project and controller files. Download, maintain, and manage project data.

Task 15. Survey control field work, including control placement, horizontal ties, levels and adjustments. Survey control will consist of either MAG Nails in asphalt or, where applicable, 18"x5/8" rebar with 2-inch aluminum caps clearly stamped SANDERSON STEWART CONTROL MONUMENT with the control point number. Control points will be spaced no more than 250 feet apart in scanning areas, and no more than 600 feet apart in non-scanning areas. All control points will be double observed to ensure horizontal accuracy within 0.04 feet. Reciprocal levels will be performed to ensure vertical accuracy to within 0.03 feet.

Task 16. Search and tie existing property corner monuments within the project area. Adjust boundary calculations based on found monuments and perform secondary searches. Prepare drawing of approximate boundaries and street right-of-ways.

Task 17. Field work related to LIDAR scanning survey. Scanning will be utilized to collect topographic survey data for hard surface and vertical elements of the project corridor. We anticipate utilizing approximately 35 setups at intersection, mid-block and mid-alley locations to obtain adequate coverage of project surface features.

Task 18. Downloading and register of scanning data utilizing Leica Cyclone Register software to create one point cloud.

Task 19. Review of LIDAR scanning data to determine if there are any voids in the scan data that need to be surveyed. Trim the point cloud and clear the data of “noise” created from traffic, pedestrians, parked cars, and tree canopy.

Task 20. Drafting in Autocad of line work and point features utilizing LIDAR scanning data for use in design. Resulting cadd line work will be integrated in a dedicated cadd file for use in design (see Task 23).

Task 21. Creation of existing conditions surface model in Autocad based on LIDAR scanning surface data for use in design.

Task 22. Topographic survey pickups of project area to supplement LIDAR scanning data. Pickup surveys will utilize conventional total station methods.

Task 23. Processing of completed topographic survey data, importation into base cadd file and drafting existing conditions features. Unless otherwise directed by the City, the project will use the following coordinate systems:

a. Billings Low Distortion Projection (NAD83-2011) with horizontal units expressed in international feet.

b. Vertical datum will be NAVD88 with GPS elevations derived from GEOID12A and vertical units expressed in U.S. survey feet.

Task 24. Preliminary geotechnical field investigation and report to be performed by Terracon. Scope of work for Terracon includes:

c. Seven (7) borings drilled to a depth of 20 feet; one (1) in at the intersection of 2nd Avenue North between and North 12th Street (location of sanitary sewer main); and six (6) in alleys where sanitary sewer is to be reconstructed.

d. Four (4) borings drilled to a depth of 15 feet along North 11th Street (three mid-block locations) and at the intersection of North 12th Street and 3rd Avenue North.

e. Five (5) borings drilled to a depth of 5 feet; two (2) at the ends of North 12th Street; one (1) at the west end of 2nd Avenue North; one (1) at the west end of 3rd Avenue North; and one (1) at the north end of North 11th Street. Existing asphalt will be cored in five (5) locations.

f. Dynamic Cone Penetrometer (DCP) testing at five (5) selected locations for the purpose of correlating with laboratory CBR test results.

g. Three (3) piezometers will be installed for monitoring groundwater elevations.

h. Laboratory tests, including visual classification, moisture content, pH, resistivity, water soluble sulfate content, grain-size distribution, Atterberg Limits, strength testing and California Bearing Ratio, as appropriate.

i. Summary geotechnical report with recommendations for pavement section design, subgrade treatment, utility installations and groundwater remediation (if required).

Task 25. Review of as-built drawings and reports for past projects within the project area. This information will supplement topographic survey data to establish a complete picture of existing conditions surface

and utility features.

Task 26. Preliminary storm water analysis including delineation of contributing drainage areas, analysis of peak flows for the existing and proposed improvements for the 10-year, 24-hour design storm and analysis of existing and proposed inlet and storm drain main capacity.

Task 27. Groundwater monitoring by Sanderson Stewart via piezometers to be placed by Terracon. Monitoring would be conducted once per month from December 2017 through July 2018.

Task 28. Setting up of plan sheets and creation of title sheet.

Task 29. Geometric design layout of proposed surface improvements in Autocad.

Task 30. Design, dimensioning and labeling of proposed signing and striping improvements in Autocad.

Task 31. Preliminary design of plan and profile storm drain features in Autocad, including labeling and dimensioning.

Task 32. Preliminary design of plan and profile sanitary sewer features in Autocad, including labeling and dimensioning.

Task 33. Creation and layout of plan and profile sheets in Autocad.

Task 34. Creation and maintenance of Autocad corridor model for surface improvements design.

Task 35. Detailed grading design of ADA ramps at project intersections.

Task 36. Detailed grading design of driveway and alley approaches.

Task 37. Detailed grading design for locations where project improvements match or blend into existing private property surfaces

Task 38. Detailed grading design for retaining walls and other special features required to provide ADA-compliant design and proper drainage.

Task 39. Labeling and dimensioning of miscellaneous plan features such as street names, property owners, land survey information and other such pertinent information.

Task 40. Development and ongoing adjustments of cross sections for streets with the project infrastructure area. Cross sections will be cut at 50-ft intervals, as well as at other key project alignment locations.

Task 41. Drafting in Autocad of typical sections to illustrate planned surface improvement details, as well as creation of other typical project details that are not included in MPWSS or the City Standard Mods.

Task 42. Preliminary analysis and design of street lighting improvements both for the base infrastructure project area and the extended street lighting areas. This task will include related calculations, drafting and production of preliminary plan sheets, specifications and electrical opinions of cost.

Task 43. Preparation of right-of-way exhibits to be utilized for public meetings and individual property owner meetings.

Task 44. Performance of quantity take-off calculations and preparation of preliminary (50%) opinions of probable construction cost.

Task 45. Development of preliminary project specifications, including special provisions intended to clarify project details.

Task 46. Design of preliminary construction traffic control concepts and supportive special provisions. Special provisions will address recommended sequencing and schedules for full and partial roadway closures.

Task 47. Perform quality control review of preliminary (50%) plans and opinions of probable cost. Revisions to submittal materials will be made as necessary based on review comments.

Task 48. Attend one (1) concept design review meeting at City of Billings – Public Works offices.

Task 49. Assistance with creation of special improvements district for street lighting, including calculations and preparation of exhibits (renderings) for us in meetings between the BIRD and property owners in the proposed SID.

Task 50. Administration of one (1) neighborhood meeting to present preliminary design concepts and details to interested project stakeholders. Mailing of notifications and arrangement of venue are assumed to be the responsibility of the City for the purposes of this scope of work.

Task 51. Direct reimbursable expenses such as printing and mileage.

Phase 100 Deliverables:

Preliminary (50%) design plans, geotechnical report and an opinion of probable construction cost (15% contingency). Physical deliverables to include up to four (4) full-sized sets (24x36-inch) and four (4) half-sized sets (12x18-inch) preliminary plans and specifications.

Phase 200. Final (90%) Design Services

Task 1. General project management, including internal meetings and administrative tasks not specifically addressed in other scope items.

Task 2. Weekly project update e-mails will be sent to the City of Billings Project Manager (Chris Hertz) and the City Engineer (Debi Meling).

Task 3. Meetings and correspondence with City of Billings staff on project-related items and issues.

Task 4. Meetings and correspondence with BIRD staff on project-related items and issues.

Task 5. Additional potholing of public and private utilities as necessary based on design development.

Task 6. Additional research and review of street lighting district documentation.

Task 7. Up to one (1) additional meeting with each infrastructure project area property owner, as well as ongoing communication via phone and e-mails. Negotiations for the purchase of right-of-way is not included in the scope for this contract. This scope does not account for meetings with property owners outside of the nine-block infrastructure project area.

Task 8. Completion of storm water analysis and preparation of Stormwater Management Design Report with associated exhibits and details.

Task 9. Additional pick-up topographic survey (conventional) as required.

Task 10. Ongoing consultation with geotechnical subconsultant on design-related details and specifications. Preliminary recommendations may be revised based on the development of design details for the project.

Task 11. Final geometric design layout of proposed surface improvements in Autocad.

Task 12. Final design, dimensioning and labeling of proposed signing and striping improvements in Autocad.

Task 13. Final design of plan and profile storm drain features in Autocad, including labeling and dimensioning.

Task 14. Final design of plan and profile sanitary sewer features in Autocad, including labeling and dimensioning.

Task 15. Plan and profile sheet updates in Autocad.

Task 16. Ongoing work to update the Autocad corridor models based on final design development.

Task 17. Finalize detailed grading design of ADA ramps at project intersections.

Task 18. Finalize detailed grading design of driveway and alley approaches.

Task 19. Finalize detailed grading design for locations where project improvements match or blend into existing private property surfaces

Task 20. Finalize detailed grading design for retaining walls and other special features required to provide ADA-compliant design and proper drainage.

Task 21. Final labeling and dimensioning of miscellaneous plan features such as street names, property owners, land survey information and other such pertinent information.

Task 22. Ongoing adjustments to cross sections for streets with the project infrastructure area based on design development.

Task 23. Final modifications to typical sections and other typical project details not included in MPWSS or the City Standard Mods.

Task 24. Final analysis and design of street lighting improvements both for the base infrastructure project area and the extended street lighting areas. This task will include all related calculations, drafting and production of final plan sheets, specifications and electrical cost estimates.

Task 25. Perform quantity take-off calculations and prepare final (90%) construction cost estimates.

Task 26. Prepare final (90%) project specifications.

Task 27. Prepare final (90%) traffic control plans and special provisions.

Task 28. Prepare draft construction contract documents for City review.

Task 29. Perform a detailed quality control review of final (90%) plans and cost estimates. Revisions to submittal materials will be made as necessary based on review comments.

Task 30. Attend one (1) final design review meeting at City of Billings – Public Works offices.

Task 31. Coordinate with City of Billings staff to schedule and administer a second informational neighborhood meeting. Mailing of notifications and arrangement of venue are assumed to be the responsibility of the City for the purposes of this scope of work.

Task 32. Direct reimbursable expenses such as printing and mileage.

Phase 200 Deliverables:

Final (90%) geotechnical report, storm report, alignment and grade plans, and construction cost estimates (with 10% contingency). Physical deliverables to include up to four (4) full-sized sets (24x36-inch) and four (4) half-sized sets (12x18-inch) preliminary plans and specifications.

Phase 300. Bid (100%) Design and Contract Administration Services

Task 1. General project management, including internal meetings and administrative tasks not specifically addressed in other scope items.

Task 2. Weekly project update e-mails will be sent to the City of Billings Project Manager (Chris Hertz) and the City Engineer (Debi Meling).

Task 3. Meetings and correspondence with City of Billings staff on project-related items and issues.

Task 4. Final revisions to design plans and specifications based on City of Billings review comments.

Task 5. Assist in preparation of bid advertisement and provide documents to prospective bidders and suppliers. Bid advertisement text will be provided to the City for publication.

Task 6. Attendance of one (1) pre-bid meeting.

Task 7. Provision of responses to contractor request for information (RFIs) during the bidding process.

Task 8. Preparation and distribution of bid addenda (as required).

Task 9. Attendance of public bid opening.

Task 10. Tabulation of bids and recommendation of award to the City of Billings.

Task 11. Assistance to City in the procurement of final contract agreement, verification of insurance and bonds, and issue of notice to proceed.

Task 12. Direct reimbursable expenses such as printing and mileage.

Phase 300 Deliverables:

Final plans and specifications for review and bidding, construction cost estimate(s), bid tabulations, and Recommendation of Award.

Phase 400. Construction Observation and Contract Administration Services (assumes a single 120-day construction contract)

Task 1. General project management, including internal meetings and administrative tasks not specifically addressed in other scope items.

Task 2. Weekly project update e-mails will be sent to the City of Billings Project Manager (Chris Hertz) and the City Engineer (Debi Meling).

Task 3. Attendance of approximately seventeen (17) weekly construction meetings with Contractor and City of Billings staff.

Task 4. Attendance of one (1) pre-construction meeting.

Task 5. Site visit to take pre-construction photos for the purpose of documenting project features and conditions prior to the start of construction.

Task 6. Review of project shop drawing as submitted by contractor. Reviewed shop drawings to be provided to the City of Billings.

Task 7. Preparation of valve operation requests and submittal to City of Billings for processing. Coordination with Contractor on requests.

Task 8. Review of traffic control plan proposals as made by Contractor and submittal of proposals to City of Billings with comments and recommendations for revisions and/or approval.

Task 9. Site visits by the Project Manager or Project Engineer(s) and subconsultants other than for the scheduled weekly meeting with the Contractor.

Task 10. Meetings with property owners to address questions or concerns during construction, as well as to notify property owners of progress and impending impacts to private property or access.

Task 11. Response to contractor-submitted requests for information (RFIs) during construction. This task shall include all necessary time for drafting plan modifications and design revisions as needed to

address RFIs.

Task 12. Review and processing of pay applications and change orders for the project. This task shall include time for verification of bid item quantities both in the office and in the field as necessary to approve pay applications.

Task 13. Daily observation of construction activities based on an anticipated 120-day construction contract. Sanderson Stewart will provide full-time (8 hrs/day) observation services for all sub-surface sanitary sewer and storm drain construction work, as well as part-time (4-6 hrs/day on average) observation during earthwork, paving and concrete operations.

Task 14. Observe traffic control operations for each zone application to determine if adjustments need to be made in the field. Coordinate with City staff on a decision for potential modifications.

Task 15. Observe storm drain and sanitary sewer video testing in the field. Review Contractor-provided video logs and submit to City of Billings with required forms.

Task 16. Coordination of materials testing per City of Billings specifications on frequency and conformance standards. Sanderson Stewart staff will coordinate schedules for testing and keep detailed records of where tests are performed relative to construction details.

Task 17. Record project bid item quantities and details in-place for use in evaluating pay applications and the completion of record drawings.

Task 18. Final walk-through inspection of project once substantial completion is reached. Includes time for summarizing final inspection results via a memo to be sent to the Contractor and the City of Billings.

Task 19. Preparation of project record drawings for submittal to City of Billings and Montana Department of Environmental Quality (if required).

Task 20. One-year anniversary warranty inspection of project. Includes time for summarizing final inspection results via a memo to be sent to the Contractor and the City of Billings.

Task 21. Direct reimbursable expenses such as printing and mileage.

Phase 400 Deliverables:

Weekly project update e-mails, reviewed shop drawings, reviewed pay applications and change orders, storm drain video logs and forms, copies of materials testing records, record drawings, final and one-year warranty walk-through summary memos.

Phase 500. Construction Staking

Task 1. General project management and coordination of staking requests with Contractor.

Task 2. Preparation of survey computations in the office prior to field work.

Task 3. Meetings and consultation with Project Manager and/or Project Engineer.

Task 4. Preparation of point files and exhibits for staking.

Task 5. Staking for street lighting and related electrical features for the base infrastructure project and the extending lighting installation area.

Task 6. Staking of signing and striping improvements. Stake all actual sign locations. Stake actual striping every 50 feet. Stake miscellaneous striping features at ends, point of curves and point of tangent.

Task 7. Staking of curb and gutter, driveway and alley approaches, sidewalk, bulb-out and ADA ramp improvements.

Task 8. Staking of sanitary sewer facilities, including pipe, manholes and service connections.

Task 9. Staking of storm drain facilities, including pipe, manholes, inlets and service connections (if applicable).

Task 10. Direct reimbursable expenses such as printing, stakes and mileage.

Phase 500 Deliverables:

Weekly project update e-mails

Exclusions from Scope of Work

The following work items are excluded from the scope of work for this project and shall be considered as Additional Work. If the City of Billings determines that Additional Work is required, Sanderson Stewart will provide those services for an additional agreed-upon fee.

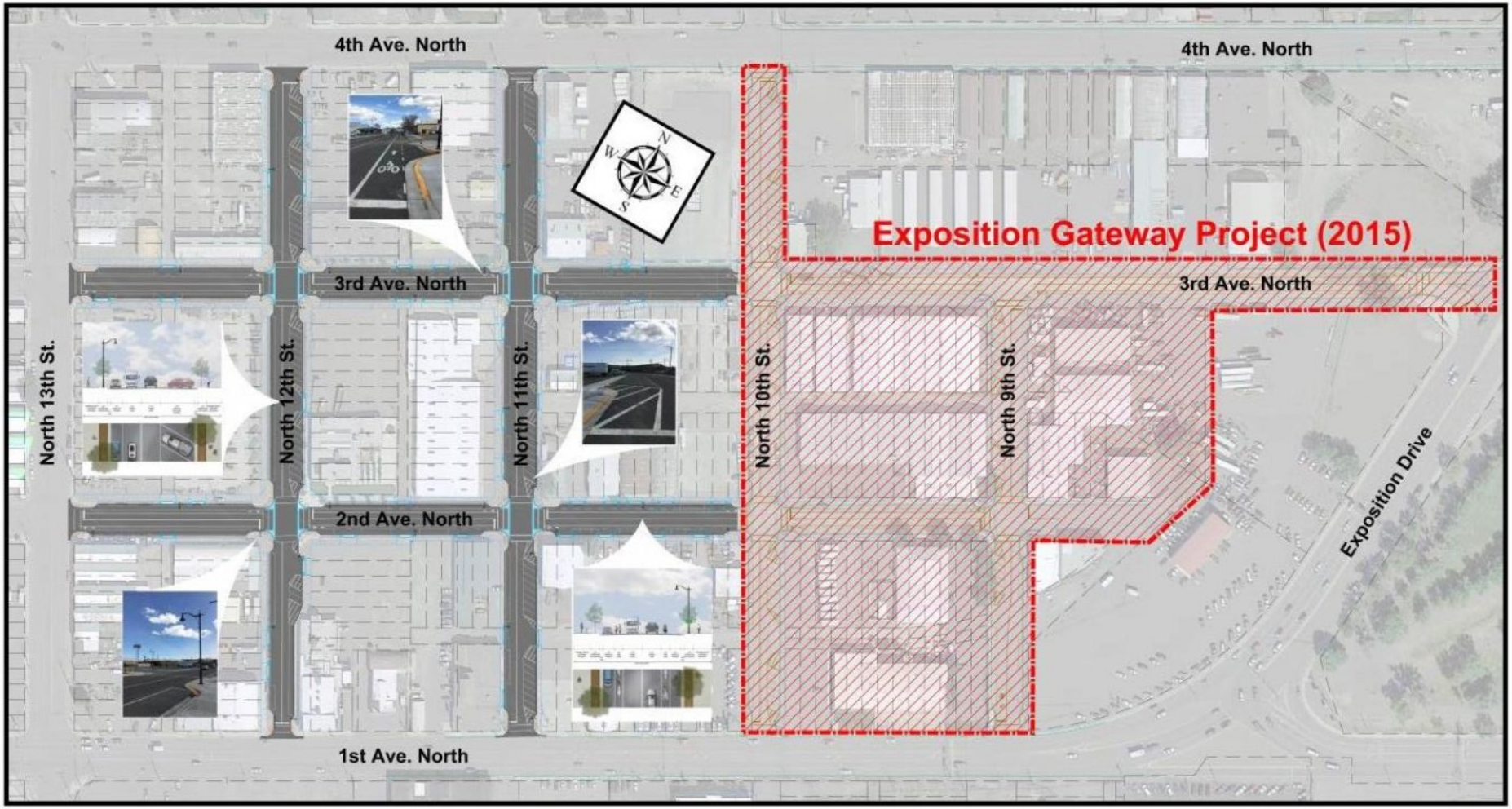
1. Landscape or landscape irrigation design and specifications – the City of Billings has directed that landscape improvements will not be included in this project. The Contractor will be required to stabilize and re-seed disturbed areas as per the requirements of NPDES and DEQ regulations.
2. Topographic survey, potholing of utilities or other pre-design field work other than for site visits in the additional lighting project areas outside of the nine-block infrastructure project area. Street lighting in those areas will be approximately located based on available information from right-of-way research and aerial photos. The contract documents will then specify that the Contractor must locate the street light infrastructure to avoid sub-surface conflicts and to meet ADA requirements for accessibility.

3. Design, specifications or permitting related to erosion control and storm water management during construction; this work shall be considered to be the responsibility of the contractor. Sanderson Stewart will be in no way responsible for reviewing, approving or monitoring Contractor-required storm water pollution prevention plan (SWPPP) documentation or installation measures. The Contactor shall be required to prepare and submit for approval the Notice of Intent (NOI), Notice of Termination (NOT) and all related supportive materials.

4. Design of private utilities (natural gas, power, fiber optic, telephone, cable television or other) facilities.

5. Creation and of maintenance of a project website, as it is presumed that the City will provide a website for the project.

Exhibit A - EBURD 10th to 13th Infrastructure Improvements



NOTES:
1. THIS IS A CONCEPTUAL DESIGN PLAN AND IS NOT FOR CONSTRUCTION.
2. STREET LAYOUTS ARE INTENDED TO BE CONSISTENT WITH PREVIOUS EBURD AND EXPOSITION GATEWAY MASTER PLANS AND CONCEPT PLANS, AS WELL AS WITH THE ORIGINAL EXPOSITION GATEWAY CONSTRUCTION PROJECT FROM 2015.
3. DETAILED DESIGN IS SUBJECT TO CHANGE BASED ON VARIOUS FACTORS.

Exhibit A - EBURD 10th to 13th Infrastructure Improvements



East Billings Urban Revitalization District ("EBURD")

September 24, 2014

© MartyConnell

Appendix B

Methods and Times of Payment
W.O. 18-06
EBURD 10th to 13th Infrastructure Improvements

Section 4. 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 ten percent (10%) 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:

Phase 100 – Preliminary Design	$319,615.00
Phase 200 – Final Design	$107,795.00
Phase 300 – Bid Design/Administration	$46,560.00
Phase 400 – Construction/Contract Administration	$216,465.00
Phase 500 – Construction Staking	$45,100.00

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

Section 5. Payments for Extra Services when Authorized by Billings.

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

Section 6. Corrections.

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

Section 4. Fee Increases

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

Appendix C
Additional Services of Engineer
W.O. 18-06
EBURD 10th to 13th Infrastructure Improvements

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

A. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.

Appendix D
Schedule of Professional Fees
W.O. 18-06
EBURD 10th to 13th Infrastructure Improvements

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

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

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

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

PROJECT SCOPING WORKSHEET

Project Name:	**W.O. 18-06 - EBURD 10th to 13th**
Project Number:	**P-17029**
Project Manager:	**D.J. Clark**
Date:	**10/17/2017**

		PRINCIPAL	SENIOR ENGINEER	DESIGNER (CADD)	PROJECT ENGINEER	STAFF ENGINEER	LANDSCAPE ARCHITECT	SR. PROF. LAND SURV.	STAFF SURVEYOR	PROF. LAND SURV.	SNR CONST ENG TECH	PROJECT ADMIN.	
TASK DESCRIPTION\ BILL RATE		$180.00	$165.00	$90.00	$115.00	$90.00	$125.00	$130.00	$95.00	$110.00	$110.00	$65.00	$
PHASE 100	PRELIMINARY DESIGN SERVICES (50%) - October 16 through December 15												
1	General Project Management	16	32	4	2			4				2	
2	Weekly Project Update E-mails		3										
3	Meetings/Correspondence with City of Billings	4	12										
4	Meetings/Correspondence with BIRD		10										
5	Field Review/Measure-Downs	2	4			40							
6	Pothole Utilities **[Tru-Pipe]**		2			32							
7	Property Ownership/ROW Research & Review/SID Frontage Calcs	2	8					6		76			
8	Draft Right-Of-Way Boundaries		2							80			
9	Lighting District Research/Documentation	2	4			32							
10	Public/Private Utilities Research & Meetings		6	4		16						2	
11	Review Sanitary Sewer Video Logs					16							
12	Review Water Service Reports					32							
13	Land Owner Meetings/Correspondence	4	60									8	
14	Pre-Survey Research/Computations							5	6				
15	Survey Control Activities								80				
16	Boundary Survey								100				
17	Scanning Field Work								40				
18	Scanning Registry and Adjustments				18								
19	Scanning Data Cleanup			30	10								
20	Scanning Data Linework			40									
21	Scanning Data Surface			10	10								
22	Conventional Survey Pickups								44				
23	Draft Topo and Base Plan			40				2	2				
24	Preliminary Geotechnical Field Investigation & Report **[Terracon]**		4						8				
25	Review As-Built Drawings and Reports		4	4		40							
26	Preliminary Stormwater Analysis		2	6		60							
27	Groundwater monitoring					12							
28	Set Up Plans Sheets Layout and Title Sheet			16									
29	Geometric Design Layout (CADD)		32	40		40							
30	Signing & Striping Design		4	8	24								
31	Storm Drain Design			24	40								
32	Sanitary Sewer Design			24	32								
33	Plan and Profile Sheet Layout		4	40									
34	Corridor Design			80									
35	ADA Ramp Grading		2	8		16							
36	Driveway/Alley Approach Grading		2	8		16							
37	Private Property/Parking Lot Match Grading		2	16		16							
38	Retaining Wall/Special Features Grading		2	8		16							
39	Labeling/Dimensions			24		16							
40	Cross Sections		4	40		40							
41	Typical Sections and Detail Sheets		4	32									
42	Street Lighting/Electrical Analysis and Design **[Marvin & Associates]**		2	8									
43	Right-Of-Way Exhibits		2	32									
44	Quantity Take-Offs and Cost Estimates **[Marvin & Associates]**		4	2	2	16							
45	Preliminary Specifications	8	32			40							
46	Preliminary Traffic Control Design/Special Provisions		8		24								
47	QC Review	8	16					3					
48	Preliminary Design Review Meeting	4	4										
49	SLID Assistance/Exhibits	2	24	16		16	20						
50	Public Meeting #1		8										
51	Reimburseables												
Sub-total - Hours		**52**	**309**	**564**	**162**	**512**	**20**	**20**	**280**	**156**		**12**	
Sub-total - Fee		**$9,360.00**	**$50,985.00**	**$50,760.00**	**$18,630.00**	**$46,080.00**	**$2,500.00**	**$2,600.00**	**$26,600.00**	**$17,160.00**		**$780.00**	**$1**
PHASE 200	FINAL DESIGN SERVICES (90%) - December 16 through January 26												
1	General Project Management	8	32	4				2					
2	Weekly Project Update E-mails		4										
3	Meetings/Correspondence with City of Billings	2	12										
4	Meetings/Correspondence with BIRD		10										
5	Pothole Pickups **[Tru-Pipe]**		2			6							
6	Lighting District Research/Documentation	2	4			12							
7	Land Owner Meetings/Correspondence		12										
8	Stormwater Report		2	6		40							
9	Topo Survey Pickups		4					4	30				
10	Geotechnical Design Consultation **[Terracon]**		4										
11	Geometric Design Layout (CADD)		16	16									
12	Signing & Striping Design		4	6	18								
13	Storm Drain Design			20	20								
14	Sanitary Sewer Design			20	24								
15	Plan and Profile Sheet Layout			16									
16	Corridor Design			40									
17	ADA Ramp Grading		2	8		8							
18	Driveway/Alley Approach Grading		2	8		8							
19	Private Property/Parking Lot Match Grading		2	8		8							
20	Retaining Wall/Special Features Grading		2	8		8							
21	Labeling/Dimensions			24									
22	Cross Sections		2	24									
23	Typical Sections and Detail Sheets		2	24									
24	Street Lighting/Electrical Analysis and Design **[Marvin & Associates]**		4	6									
25	Quantity Take-Offs and Cost Estimates **[Marvin & Associates]**		4	2	2	12							
26	Final Project Specifications **[Marvin & Associates]**	2	12		4	16	4					1	
27	Final Traffic Control Design/Special Provisions		4		16								
28	Draft Contract Documents		4									4	
29	QC Review	8	16										
30	Final Design Review Meeting	4	4										
31	Public Meeting #2		6										
32	Reimburseables												
Sub-total - Hours		**26**	**172**	**240**	**84**	**118**	**4**	**6**	**30**			**5**	
Sub-total - Fee		**$4,680.00**	**$28,380.00**	**$21,600.00**	**$9,660.00**	**$10,620.00**	**$500.00**	**$780.00**	**$2,850.00**			**$325.00**	**$**

Appendix E
Project Schedule
W.O. 18-06
EBURD 10th to 13th Infrastructure Improvements

Based on a notice to proceed by Billings date no later than November 14, 2016, the completion date for the Engineer's work through final design shall be:

1. Preliminary (50%) Design Services: December 15, 2017
2. Final (90%) Design Services: January 26, 2017
3. Bid (100%) Design Services: February 16, 2017

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

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

Appendix F
Certificate(s) of Insurance
W.O. 18-06
EBURD 10th to 13th Infrastructure Improvements

ENGIINC-02 CTHELEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/17/2017

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).

PRODUCER	CONTACT NAME:	
Billings Office PayneWest Insurance, Inc. P.O. Box 30638 Billings, MT 59107-0638	PHONE (A/C, No, Ext): (406) 238-1900	FAX (A/C, No): (406) 245-9887
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Engineering, Inc. DBA Sanderson Stewart 1300 North Transtech Way Billings, MT 59102	INSURER A : Cincinnati Insurance Companies	10677
	INSURER B : Montana State Fund	811212
	INSURER C : Travelers Casualty Insurance Company of America	19046
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X	X	EPP0318062	04/01/2017	04/01/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EMPLOYEE BENEFI	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	EPP0318062	04/01/2017	04/01/2018	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE	X		EPP0318062	04/01/2017	04/01/2018	AGGREGATE	$
	DED X RETENTION $ 0							$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		031048770	07/01/2017	07/01/2018	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab.			105269194	04/17/2017	04/17/2018	Aggregate	2,000,000
C	Pollution Liability			105269194	04/17/2017	04/17/2018	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If indicated: Primary Additional Insured, Non Contributory, Waiver of Subrogation, Per Project Aggregate, and Contractual Liability Applies per form GA233. The Umbrella policy is excess over Employer's Liability Coverage on the Work Comp policy. Additional Insured and Waiver of Subrogation applies on Auto Coverage per form AA4171 & 4172. 30 Day NOC per form IL0017

RE: WO 18-06 EBURD - 10th to 13th Infrastructure Improvements.

CERTIFICATE HOLDER

City of Billings; Public Works Department
2224 Montana Avenue
Billings, MT 59101

CANCELLATION

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
Cindy Thelen

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Contract for Professional Architectural and Engineering Services

WO 18-06 EBURD 10th to 13th Infrastructure Improvements

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

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 10 pages (Basic Services of Contractor);

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

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

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

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 1 page (Certificate(s) of Insurance); and

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
B. “Billings” means the City of Billings.
C. "Contractor" means Sanderson Stewart.

Section 2. Scope of Services.

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

D. The Contractor shall provide as-built drawings on mylars and in digital format, as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings.

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, 2019.

Section 4. Compensation; Method of Payment.

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

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

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

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

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

Section 7. Insurance.

A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
B. The Contractor shall provide the following insurance:

    1. Workers' compensation and employer's liability coverage as required by Montana law.
    2. Commercial general liability, including contractual and personal injury coverage's -- $1,500,000 per occurrence.
    3. Commercial automobile liability -- $1,500,000 per accident.
    4. Professional liability in the amount of $1,500,000 per 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) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Billings: Debi Meling, PE
City of Billings
Public Works/Engineering
2224 Montana Avenue
Billings, Montana 59101 FAX: (406) 237-6291

Contractor: Sanderson Stewart
D.J. Clark, PE, PTOE, Community Transportation Studio Manager
1300 North Transtech Way

Billings, Montana 59102 FAX: (406) 656-0967

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

Contractor: D.J. Clark, PE, PTOE, Community Transportation Studio Manager
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

The 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

_____
City Council or Designee

Date:_____

ATTEST:

_____
City Clerk

Date:_____

Contractor

_____

Name:_____
Title:_____
Date:_____

IRS Tax ID #_____

APPROVED AS TO FORM:

By_____
BRENT BROOKS, City Attorney

Appendix A
Basic Services of Engineer
W.O. 18-06
EBURD 10th to 13th Infrastructure Improvements

Engineer's Rights and Duties.

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Engineer's portion of the project as defined in the scope of work and to prepare and deliver to Billings all plans, specifications, bid documents, and other material as designated herein.

B. Ascertain such information as may have a bearing on the work from local units of government, utility companies, and private organizations and shall be authorized to procure information from other authorities besides Billings, but shall keep Billings advised as to the extent of these contacts and the results thereof.

C. Prepare and present such information as may be pertinent and necessary in order for Billings to pass critical judgment on the features of the work. The Engineer shall make changes, amendments or revisions in the detail of the work as may be required by Billings. When alternates are being considered, Billings shall have the right of selection.

D. Engineer's work shall be in accordance with the standards of sound engineering and present City, State, and National standards and policies currently in use.

E. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121 and 18-2-122, and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.

F. The Engineer shall certify with the submission of final plans that the plans are in conformance with applicable sections of Title 69, Chapter 4, Part 5, of the Montana Code Annotated as pertaining to existing utilities.

G. To perform professional services in connection with the project and will serve as Billings' representative in those phases of the project to which this agreement applies.

H. Where Federal funds are involved, the necessary provisions to meet all requirements will be complied with and documents secured and placed in the bidding documents.

I. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Engineer. Reports will be submitted in a timely manner to permit prompt resolution of problems.

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

Billings Rights and Duties.

K. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete Billings' portion of the project as designated in the scope of work.

L. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Chris Hertz, PE working under the City Engineer, Debi Meling, PE.

Scope of Work.

SCOPE OF WORK:

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

The project consists of the design and bidding services for the W.O. 18-06, EBURD 10th to 13th Infrastructure Improvements project. The project will reconstruct 2nd Avenue North and 3rd Avenue North (from North 13th Street to North 10th Street) and North 11th Street and North 12th Street from 1st Avenue North to 4th Avenue North. Exhibit A (attached) illustrates the extends of the base infrastructure project. Surface improvements are to include curb and gutter, sidewalk, asphalt, drive approaches, signing and striping, and street lighting. The project will also include storm drain and sanitary sewer system improvements. Street lighting improvements will extend beyond the base project area to include the areas of the East Billings Urban Renewal District (EBURD) bound by North 13th Street to North 22nd Street (east to west) and by 1st Avenue North to 4th Avenue North (north to south), the segments of North 13th Street, North 15th Street, North 18th Street and North 20th Street from 4th Avenue North to 6th Avenue North, the segment of Montana Avenue from approximately North 13th Street to North 22nd Street and half-block segments of North 15th Street through North 20th street, north of Montana Avenue. Exhibit B (attached) illustrates the anticipated locations for street both in the base project area and the extended area. A special improvements district (SID) and a street lighting maintenance district (SLMD) will be created to fund construction and operations for the street lights.

Professional services include field survey, geotechnical investigation, design of sanitary sewer and storm drain system improvements, roadway and traffic-related improvements, coordination with power, natural gas, cable television, telephone, and fiber optic private utility companies on possible installations or modifications of their facilities during this project, property owner/business tenant coordination, public involvement, preparation of contract plans and specifications, permitting, project bidding, and SID and SLMD creation and coordination services, more specifically described below. Engineer will coordinate work efforts with other related improvement projects expected to be completed concurrently in the project area, such as the Montana Department of Transportation (MDT) 1st Avenue North project.

Phase 100. Preliminary (50%) Design Services

Task 1. General project management, including internal meetings and administrative tasks.

Task 2. Weekly project update e-mails will be sent to the City of Billings Project Manager (Chris Hertz) and the City Engineer (Debi Meling).

Task 3. Meetings and correspondence with City of Billings staff on project-related items and issues.

Task 4. Meetings and correspondence with BIRD staff on project-related items and issues.

Task 5. Preliminary field review and project site reconnaissance. Sanderson Stewart will take photos of key project features for documentation purposes and for use in design.

Task 6. Potholing of public and private utilities for up to 20 locations to verify depth and location within the project corridor. Pothole locations will be determined strategically based on potential conflicts identified through utilities research.

Task 7. Research of property ownership and right-of-way information for parcels in the project area. Review of property deeds, easements and title report. This task shall also include the work necessary to verify property frontage distances for use in SID assessment calculations.

Task 8. Drafting in Autocad of public street and alley right-of-way boundaries based on found information from plats and easement documents for use in design.

Task 9. Research and review of existing street lighting and maintenance districts within the project area. The City of Billings will assist Sanderson Stewart with this task by providing existing documentation.

Task 10. Research and review of records and field-generated information (topographic survey/locates) on public and private utilities that are located within the project area. Records shall include atlas maps, online resources and information provided by the private utility and irrigation companies. This task shall also include meetings with the City and private utilities companies to discuss coordination of facility modifications as required.

Task 11. Review of City of Billings sanitary sewer video logs (where available) to determine condition and disposition of facilities. This information will help with determining design approach for sanitary sewer replacement (e.g., open cut or trenchless approach).

Task 12. Review of City of Billings storm drain video logs (where available) to determine condition and disposition of facilities. This information will help with determining design approach for storm drain replacement.

Task 13. Meetings and correspondence with infrastructure project area property owners to inform them about the project and to discuss parking, access and drainage considerations. Sanderson Stewart will send one (1) letter survey to each of the property owners within the nine-block infrastructure project area to request input. Sanderson Stewart will also attend up to one (1) meeting with each property to discuss preliminary details about the project and anticipated impacts. Additional ongoing communication will be maintained via phone calls and e-mail correspondence. Negotiations for the purchase of right-of-way or easements (if required) are not included in the scope for this contract. This scope does not account for meetings with property owners outside of the nine-block infrastructure project area.

Task 14. Pre-survey research and computations, including review of previous surveys and plats. Upload existing property corner information from database. Setup Trimble Business Center project and controller files. Download, maintain, and manage project data.

Task 15. Survey control field work, including control placement, horizontal ties, levels and adjustments. Survey control will consist of either MAG Nails in asphalt or, where applicable, 18"x5/8" rebar with 2-inch aluminum caps clearly stamped SANDERSON STEWART CONTROL MONUMENT with the control point number. Control points will be spaced no more than 250 feet apart in scanning areas, and no more than 600 feet apart in non-scanning areas. All control points will be double observed to ensure horizontal accuracy within 0.04 feet. Reciprocal levels will be performed to ensure vertical accuracy to within 0.03 feet.

Task 16. Search and tie existing property corner monuments within the project area. Adjust boundary calculations based on found monuments and perform secondary searches. Prepare drawing of approximate boundaries and street right-of-ways.

Task 17. Field work related to LIDAR scanning survey. Scanning will be utilized to collect topographic survey data for hard surface and vertical elements of the project corridor. We anticipate utilizing approximately 35 setups at intersection, mid-block and mid-alley locations to obtain adequate coverage of project surface features.

Task 18. Downloading and register of scanning data utilizing Leica Cyclone Register software to create one point cloud.

Task 19. Review of LIDAR scanning data to determine if there are any voids in the scan data that need to be surveyed. Trim the point cloud and clear the data of “noise” created from traffic, pedestrians, parked cars, and tree canopy.

Task 20. Drafting in Autocad of line work and point features utilizing LIDAR scanning data for use in design. Resulting cadd line work will be integrated in a dedicated cadd file for use in design (see Task 23).

Task 21. Creation of existing conditions surface model in Autocad based on LIDAR scanning surface data for use in design.

Task 22. Topographic survey pickups of project area to supplement LIDAR scanning data. Pickup surveys will utilize conventional total station methods.

Task 23. Processing of completed topographic survey data, importation into base cadd file and drafting existing conditions features. Unless otherwise directed by the City, the project will use the following coordinate systems:

a. Billings Low Distortion Projection (NAD83-2011) with horizontal units expressed in international feet.

b. Vertical datum will be NAVD88 with GPS elevations derived from GEOID12A and vertical units expressed in U.S. survey feet.

Task 24. Preliminary geotechnical field investigation and report to be performed by Terracon. Scope of work for Terracon includes:

c. Seven (7) borings drilled to a depth of 20 feet; one (1) in at the intersection of 2nd Avenue North between and North 12th Street (location of sanitary sewer main); and six (6) in alleys where sanitary sewer is to be reconstructed.

d. Four (4) borings drilled to a depth of 15 feet along North 11th Street (three mid-block locations) and at the intersection of North 12th Street and 3rd Avenue North.

e. Five (5) borings drilled to a depth of 5 feet; two (2) at the ends of North 12th Street; one (1) at the west end of 2nd Avenue North; one (1) at the west end of 3rd Avenue North; and one (1) at the north end of North 11th Street. Existing asphalt will be cored in five (5) locations.

f. Dynamic Cone Penetrometer (DCP) testing at five (5) selected locations for the purpose of correlating with laboratory CBR test results.

g. Three (3) piezometers will be installed for monitoring groundwater elevations.

h. Laboratory tests, including visual classification, moisture content, pH, resistivity, water soluble sulfate content, grain-size distribution, Atterberg Limits, strength testing and California Bearing Ratio, as appropriate.

i. Summary geotechnical report with recommendations for pavement section design, subgrade treatment, utility installations and groundwater remediation (if required).

Task 25. Review of as-built drawings and reports for past projects within the project area. This information will supplement topographic survey data to establish a complete picture of existing conditions surface

and utility features.

Task 26. Preliminary storm water analysis including delineation of contributing drainage areas, analysis of peak flows for the existing and proposed improvements for the 10-year, 24-hour design storm and analysis of existing and proposed inlet and storm drain main capacity.

Task 27. Groundwater monitoring by Sanderson Stewart via piezometers to be placed by Terracon. Monitoring would be conducted once per month from December 2017 through July 2018.

Task 28. Setting up of plan sheets and creation of title sheet.

Task 29. Geometric design layout of proposed surface improvements in Autocad.

Task 30. Design, dimensioning and labeling of proposed signing and striping improvements in Autocad.

Task 31. Preliminary design of plan and profile storm drain features in Autocad, including labeling and dimensioning.

Task 32. Preliminary design of plan and profile sanitary sewer features in Autocad, including labeling and dimensioning.

Task 33. Creation and layout of plan and profile sheets in Autocad.

Task 34. Creation and maintenance of Autocad corridor model for surface improvements design.

Task 35. Detailed grading design of ADA ramps at project intersections.

Task 36. Detailed grading design of driveway and alley approaches.

Task 37. Detailed grading design for locations where project improvements match or blend into existing private property surfaces

Task 38. Detailed grading design for retaining walls and other special features required to provide ADA-compliant design and proper drainage.

Task 39. Labeling and dimensioning of miscellaneous plan features such as street names, property owners, land survey information and other such pertinent information.

Task 40. Development and ongoing adjustments of cross sections for streets with the project infrastructure area. Cross sections will be cut at 50-ft intervals, as well as at other key project alignment locations.

Task 41. Drafting in Autocad of typical sections to illustrate planned surface improvement details, as well as creation of other typical project details that are not included in MPWSS or the City Standard Mods.

Task 42. Preliminary analysis and design of street lighting improvements both for the base infrastructure project area and the extended street lighting areas. This task will include related calculations, drafting and production of preliminary plan sheets, specifications and electrical opinions of cost.

Task 43. Preparation of right-of-way exhibits to be utilized for public meetings and individual property owner meetings.

Task 44. Performance of quantity take-off calculations and preparation of preliminary (50%) opinions of probable construction cost.

Task 45. Development of preliminary project specifications, including special provisions intended to clarify project details.

Task 46. Design of preliminary construction traffic control concepts and supportive special provisions. Special provisions will address recommended sequencing and schedules for full and partial roadway closures.

Task 47. Perform quality control review of preliminary (50%) plans and opinions of probable cost. Revisions to submittal materials will be made as necessary based on review comments.

Task 48. Attend one (1) concept design review meeting at City of Billings – Public Works offices.

Task 49. Assistance with creation of special improvements district for street lighting, including calculations and preparation of exhibits (renderings) for us in meetings between the BIRD and property owners in the proposed SID.

Task 50. Administration of one (1) neighborhood meeting to present preliminary design concepts and details to interested project stakeholders. Mailing of notifications and arrangement of venue are assumed to be the responsibility of the City for the purposes of this scope of work.

Task 51. Direct reimbursable expenses such as printing and mileage.

Phase 100 Deliverables:

Preliminary (50%) design plans, geotechnical report and an opinion of probable construction cost (15% contingency). Physical deliverables to include up to four (4) full-sized sets (24x36-inch) and four (4) half-sized sets (12x18-inch) preliminary plans and specifications.

Phase 200. Final (90%) Design Services

Task 1. General project management, including internal meetings and administrative tasks not specifically addressed in other scope items.

Task 2. Weekly project update e-mails will be sent to the City of Billings Project Manager (Chris Hertz) and the City Engineer (Debi Meling).

Task 3. Meetings and correspondence with City of Billings staff on project-related items and issues.

Task 4. Meetings and correspondence with BIRD staff on project-related items and issues.

Task 5. Additional potholing of public and private utilities as necessary based on design development.

Task 6. Additional research and review of street lighting district documentation.

Task 7. Up to one (1) additional meeting with each infrastructure project area property owner, as well as ongoing communication via phone and e-mails. Negotiations for the purchase of right-of-way is not included in the scope for this contract. This scope does not account for meetings with property owners outside of the nine-block infrastructure project area.

Task 8. Completion of storm water analysis and preparation of Stormwater Management Design Report with associated exhibits and details.

Task 9. Additional pick-up topographic survey (conventional) as required.

Task 10. Ongoing consultation with geotechnical subconsultant on design-related details and specifications. Preliminary recommendations may be revised based on the development of design details for the project.

Task 11. Final geometric design layout of proposed surface improvements in Autocad.

Task 12. Final design, dimensioning and labeling of proposed signing and striping improvements in Autocad.

Task 13. Final design of plan and profile storm drain features in Autocad, including labeling and dimensioning.

Task 14. Final design of plan and profile sanitary sewer features in Autocad, including labeling and dimensioning.

Task 15. Plan and profile sheet updates in Autocad.

Task 16. Ongoing work to update the Autocad corridor models based on final design development.

Task 17. Finalize detailed grading design of ADA ramps at project intersections.

Task 18. Finalize detailed grading design of driveway and alley approaches.

Task 19. Finalize detailed grading design for locations where project improvements match or blend into existing private property surfaces

Task 20. Finalize detailed grading design for retaining walls and other special features required to provide ADA-compliant design and proper drainage.

Task 21. Final labeling and dimensioning of miscellaneous plan features such as street names, property owners, land survey information and other such pertinent information.

Task 22. Ongoing adjustments to cross sections for streets with the project infrastructure area based on design development.

Task 23. Final modifications to typical sections and other typical project details not included in MPWSS or the City Standard Mods.

Task 24. Final analysis and design of street lighting improvements both for the base infrastructure project area and the extended street lighting areas. This task will include all related calculations, drafting and production of final plan sheets, specifications and electrical cost estimates.

Task 25. Perform quantity take-off calculations and prepare final (90%) construction cost estimates.

Task 26. Prepare final (90%) project specifications.

Task 27. Prepare final (90%) traffic control plans and special provisions.

Task 28. Prepare draft construction contract documents for City review.

Task 29. Perform a detailed quality control review of final (90%) plans and cost estimates. Revisions to submittal materials will be made as necessary based on review comments.

Task 30. Attend one (1) final design review meeting at City of Billings – Public Works offices.

Task 31. Coordinate with City of Billings staff to schedule and administer a second informational neighborhood meeting. Mailing of notifications and arrangement of venue are assumed to be the responsibility of the City for the purposes of this scope of work.

Task 32. Direct reimbursable expenses such as printing and mileage.

Phase 200 Deliverables:

Final (90%) geotechnical report, storm report, alignment and grade plans, and construction cost estimates (with 10% contingency). Physical deliverables to include up to four (4) full-sized sets (24x36-inch) and four (4) half-sized sets (12x18-inch) preliminary plans and specifications.

Phase 300. Bid (100%) Design and Contract Administration Services

Task 1. General project management, including internal meetings and administrative tasks not specifically addressed in other scope items.

Task 2. Weekly project update e-mails will be sent to the City of Billings Project Manager (Chris Hertz) and the City Engineer (Debi Meling).

Task 3. Meetings and correspondence with City of Billings staff on project-related items and issues.

Task 4. Final revisions to design plans and specifications based on City of Billings review comments.

Task 5. Assist in preparation of bid advertisement and provide documents to prospective bidders and suppliers. Bid advertisement text will be provided to the City for publication.

Task 6. Attendance of one (1) pre-bid meeting.

Task 7. Provision of responses to contractor request for information (RFIs) during the bidding process.

Task 8. Preparation and distribution of bid addenda (as required).

Task 9. Attendance of public bid opening.

Task 10. Tabulation of bids and recommendation of award to the City of Billings.

Task 11. Assistance to City in the procurement of final contract agreement, verification of insurance and bonds, and issue of notice to proceed.

Task 12. Direct reimbursable expenses such as printing and mileage.

Phase 300 Deliverables:

Final plans and specifications for review and bidding, construction cost estimate(s), bid tabulations, and Recommendation of Award.

Phase 400. Construction Observation and Contract Administration Services (assumes a single 120-day construction contract)

Task 1. General project management, including internal meetings and administrative tasks not specifically addressed in other scope items.

Task 2. Weekly project update e-mails will be sent to the City of Billings Project Manager (Chris Hertz) and the City Engineer (Debi Meling).

Task 3. Attendance of approximately seventeen (17) weekly construction meetings with Contractor and City of Billings staff.

Task 4. Attendance of one (1) pre-construction meeting.

Task 5. Site visit to take pre-construction photos for the purpose of documenting project features and conditions prior to the start of construction.

Task 6. Review of project shop drawing as submitted by contractor. Reviewed shop drawings to be provided to the City of Billings.

Task 7. Preparation of valve operation requests and submittal to City of Billings for processing. Coordination with Contractor on requests.

Task 8. Review of traffic control plan proposals as made by Contractor and submittal of proposals to City of Billings with comments and recommendations for revisions and/or approval.

Task 9. Site visits by the Project Manager or Project Engineer(s) and subconsultants other than for the scheduled weekly meeting with the Contractor.

Task 10. Meetings with property owners to address questions or concerns during construction, as well as to notify property owners of progress and impending impacts to private property or access.

Task 11. Response to contractor-submitted requests for information (RFIs) during construction. This task shall include all necessary time for drafting plan modifications and design revisions as needed to

address RFIs.

Task 12. Review and processing of pay applications and change orders for the project. This task shall include time for verification of bid item quantities both in the office and in the field as necessary to approve pay applications.

Task 13. Daily observation of construction activities based on an anticipated 120-day construction contract. Sanderson Stewart will provide full-time (8 hrs/day) observation services for all sub-surface sanitary sewer and storm drain construction work, as well as part-time (4-6 hrs/day on average) observation during earthwork, paving and concrete operations.

Task 14. Observe traffic control operations for each zone application to determine if adjustments need to be made in the field. Coordinate with City staff on a decision for potential modifications.

Task 15. Observe storm drain and sanitary sewer video testing in the field. Review Contractor-provided video logs and submit to City of Billings with required forms.

Task 16. Coordination of materials testing per City of Billings specifications on frequency and conformance standards. Sanderson Stewart staff will coordinate schedules for testing and keep detailed records of where tests are performed relative to construction details.

Task 17. Record project bid item quantities and details in-place for use in evaluating pay applications and the completion of record drawings.

Task 18. Final walk-through inspection of project once substantial completion is reached. Includes time for summarizing final inspection results via a memo to be sent to the Contractor and the City of Billings.

Task 19. Preparation of project record drawings for submittal to City of Billings and Montana Department of Environmental Quality (if required).

Task 20. One-year anniversary warranty inspection of project. Includes time for summarizing final inspection results via a memo to be sent to the Contractor and the City of Billings.

Task 21. Direct reimbursable expenses such as printing and mileage.

Phase 400 Deliverables:

Weekly project update e-mails, reviewed shop drawings, reviewed pay applications and change orders, storm drain video logs and forms, copies of materials testing records, record drawings, final and one-year warranty walk-through summary memos.

Phase 500. Construction Staking

Task 1. General project management and coordination of staking requests with Contractor.

Task 2. Preparation of survey computations in the office prior to field work.

Task 3. Meetings and consultation with Project Manager and/or Project Engineer.

Task 4. Preparation of point files and exhibits for staking.

Task 5. Staking for street lighting and related electrical features for the base infrastructure project and the extending lighting installation area.

Task 6. Staking of signing and striping improvements. Stake all actual sign locations. Stake actual striping every 50 feet. Stake miscellaneous striping features at ends, point of curves and point of tangent.

Task 7. Staking of curb and gutter, driveway and alley approaches, sidewalk, bulb-out and ADA ramp improvements.

Task 8. Staking of sanitary sewer facilities, including pipe, manholes and service connections.

Task 9. Staking of storm drain facilities, including pipe, manholes, inlets and service connections (if applicable).

Task 10. Direct reimbursable expenses such as printing, stakes and mileage.

Phase 500 Deliverables:

Weekly project update e-mails

Exclusions from Scope of Work

The following work items are excluded from the scope of work for this project and shall be considered as Additional Work. If the City of Billings determines that Additional Work is required, Sanderson Stewart will provide those services for an additional agreed-upon fee.

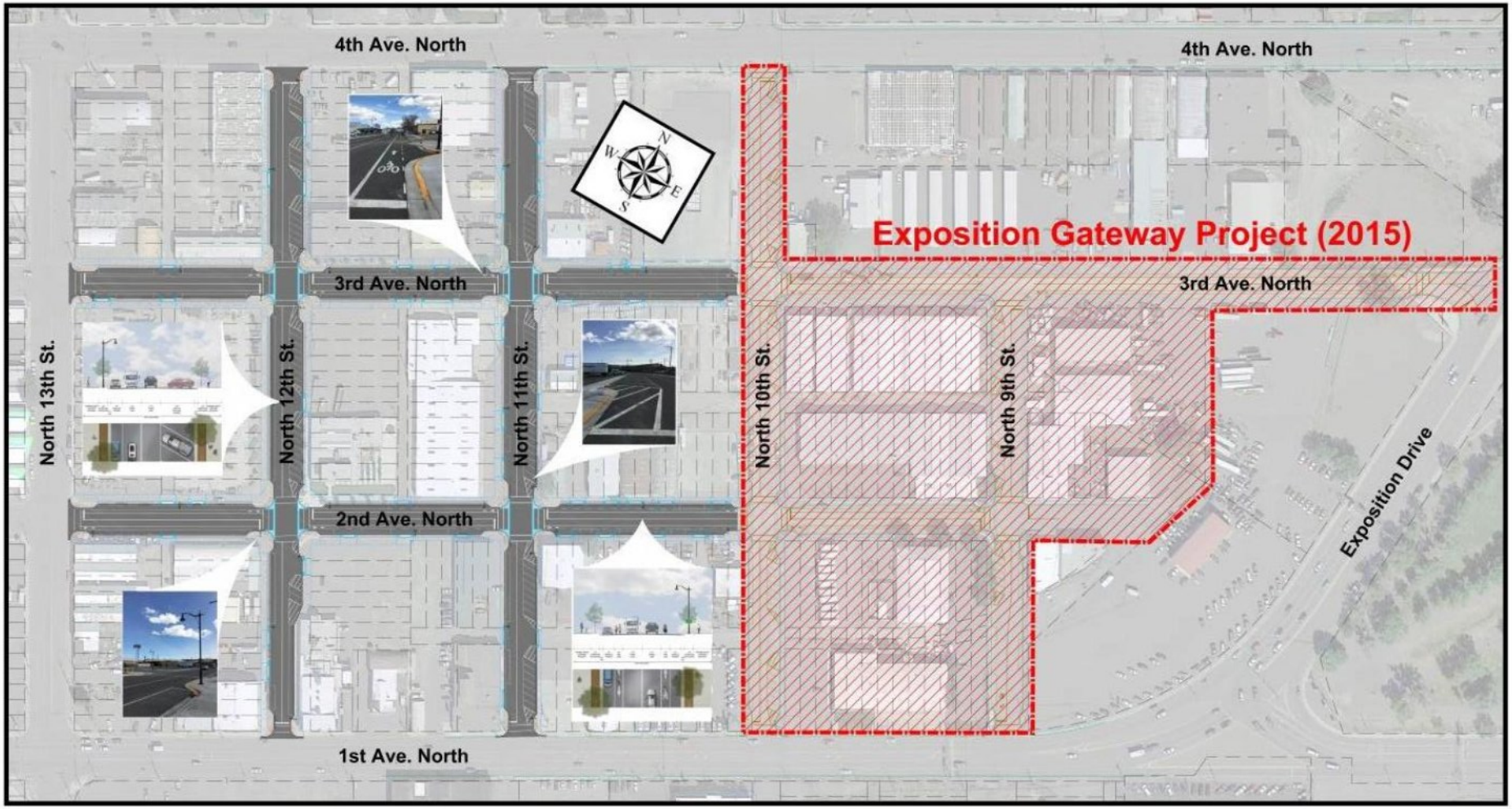
1. Landscape or landscape irrigation design and specifications – the City of Billings has directed that landscape improvements will not be included in this project. The Contractor will be required to stabilize and re-seed disturbed areas as per the requirements of NPDES and DEQ regulations.
2. Topographic survey, potholing of utilities or other pre-design field work other than for site visits in the additional lighting project areas outside of the nine-block infrastructure project area. Street lighting in those areas will be approximately located based on available information from right-of-way research and aerial photos. The contract documents will then specify that the Contractor must locate the street light infrastructure to avoid sub-surface conflicts and to meet ADA requirements for accessibility.

3. Design, specifications or permitting related to erosion control and storm water management during construction; this work shall be considered to be the responsibility of the contractor. Sanderson Stewart will be in no way responsible for reviewing, approving or monitoring Contractor-required storm water pollution prevention plan (SWPPP) documentation or installation measures. The Contactor shall be required to prepare and submit for approval the Notice of Intent (NOI), Notice of Termination (NOT) and all related supportive materials.

4. Design of private utilities (natural gas, power, fiber optic, telephone, cable television or other) facilities.

5. Creation and of maintenance of a project website, as it is presumed that the City will provide a website for the project.

Exhibit A - EBURD 10th to 13th Infrastructure Improvements



NOTES:
1. THIS IS A CONCEPTUAL DESIGN PLAN AND IS NOT FOR CONSTRUCTION.
2. STREET LAYOUTS ARE INTENDED TO BE CONSISTENT WITH PREVIOUS EBURD AND EXPOSITION GATEWAY MASTER PLANS AND CONCEPT PLANS, AS WELL AS WITH THE ORIGINAL EXPOSITION GATEWAY CONSTRUCTION PROJECT FROM 2015.
3. DETAILED DESIGN IS SUBJECT TO CHANGE BASED ON VARIOUS FACTORS.

Exhibit A - EBURD 10th to 13th Infrastructure Improvements



East Billings Urban Revitalization District ("EBURD")

September 24, 2014

© MartyConnell

Appendix B

Methods and Times of Payment
W.O. 18-06
EBURD 10th to 13th Infrastructure Improvements

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 ten percent (10%) 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.

M. 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:

Phase 100 – Preliminary Design	$319,615.00
Phase 200 – Final Design	$107,795.00
Phase 300 – Bid Design/Administration	$46,560.00
Phase 400 – Construction/Contract Administration	$216,465.00
Phase 500 – Construction Staking	$45,100.00

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

Payments for Extra Services when Authorized by Billings.

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

Corrections.

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

Section 4. Fee Increases

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

Appendix C
Additional Services of Engineer
W.O. 18-06
EBURD 10th to 13th Infrastructure Improvements

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

N. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.

Appendix D
Schedule of Professional Fees
W.O. 18-06
EBURD 10th to 13th Infrastructure Improvements

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

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

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

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

PROJECT SCOPING WORKSHEET

Project Name:	**W.O. 18-06 - EBURD 10th to 13th**
Project Number:	**P-17029**
Project Manager:	**D.J. Clark**
Date:	**10/17/2017**

		PRINCIPAL	SENIOR ENGINEER	DESIGNER (CADD)	PROJECT ENGINEER	STAFF ENGINEER	LANDSCAPE ARCHITECT	SR. PROF. LAND SURV.	STAFF SURVEYOR	PROF. LAND SURV.	SNR CONST ENG TECH	PROJECT ADMIN.	
TASK DESCRIPTION\ BILL RATE		$180.00	$165.00	$90.00	$115.00	$90.00	$125.00	$130.00	$95.00	$110.00	$110.00	$65.00	$
PHASE 100	PRELIMINARY DESIGN SERVICES (50%) - October 16 through December 15												
1	General Project Management	16	32	4	2			4				2	
2	Weekly Project Update E-mails		3										
3	Meetings/Correspondence with City of Billings	4	12										
4	Meetings/Correspondence with BIRD		10										
5	Field Review/Measure-Downs	2	4			40							
6	Pothole Utilities **[Tru-Pipe]**		2			32							
7	Property Ownership/ROW Research & Review/SID Frontage Calcs	2	8					6		76			
8	Draft Right-Of-Way Boundaries		2							80			
9	Lighting District Research/Documentation	2	4			32							
10	Public/Private Utilities Research & Meetings		6	4		16						2	
11	Review Sanitary Sewer Video Logs					16							
12	Review Water Service Reports					32							
13	Land Owner Meetings/Correspondence	4	60									8	
14	Pre-Survey Research/Computations							5	6				
15	Survey Control Activities								80				
16	Boundary Survey								100				
17	Scanning Field Work								40				
18	Scanning Registry and Adjustments				18								
19	Scanning Data Cleanup			30	10								
20	Scanning Data Linework			40									
21	Scanning Data Surface			10	10								
22	Conventional Survey Pickups								44				
23	Draft Topo and Base Plan			40				2	2				
24	Preliminary Geotechnical Field Investigation & Report **[Terracon]**		4						8				
25	Review As-Built Drawings and Reports		4	4		40							
26	Preliminary Stormwater Analysis		2	6		60							
27	Groundwater monitoring					12							
28	Set Up Plans Sheets Layout and Title Sheet			16									
29	Geometric Design Layout (CADD)		32	40		40							
30	Signing & Striping Design		4	8	24								
31	Storm Drain Design			24	40								
32	Sanitary Sewer Design			24	32								
33	Plan and Profile Sheet Layout		4	40									
34	Corridor Design			80									
35	ADA Ramp Grading		2	8		16							
36	Driveway/Alley Approach Grading		2	8		16							
37	Private Property/Parking Lot Match Grading		2	16		16							
38	Retaining Wall/Special Features Grading		2	8		16							
39	Labeling/Dimensions			24		16							
40	Cross Sections		4	40		40							
41	Typical Sections and Detail Sheets		4	32									
42	Street Lighting/Electrical Analysis and Design **[Marvin & Associates]**		2	8									
43	Right-Of-Way Exhibits		2	32									
44	Quantity Take-Offs and Cost Estimates **[Marvin & Associates]**		4	2	2	16							
45	Preliminary Specifications	8	32			40							
46	Preliminary Traffic Control Design/Special Provisions		8		24								
47	QC Review	8	16					3					
48	Preliminary Design Review Meeting	4	4										
49	SLID Assistance/Exhibits	2	24	16		16	20						
50	Public Meeting #1		8										
51	Reimburseables												
Sub-total - Hours		**52**	**309**	**564**	**162**	**512**	**20**	**20**	**280**	**156**		**12**	
Sub-total - Fee		**$9,360.00**	**$50,985.00**	**$50,760.00**	**$18,630.00**	**$46,080.00**	**$2,500.00**	**$2,600.00**	**$26,600.00**	**$17,160.00**		**$780.00**	**$1**
PHASE 200	FINAL DESIGN SERVICES (90%) - December 16 through January 26												
1	General Project Management	8	32	4				2					
2	Weekly Project Update E-mails		4										
3	Meetings/Correspondence with City of Billings	2	12										
4	Meetings/Correspondence with BIRD		10										
5	Pothole Pickups **[Tru-Pipe]**		2			6							
6	Lighting District Research/Documentation	2	4			12							
7	Land Owner Meetings/Correspondence		12										
8	Stormwater Report		2	6		40							
9	Topo Survey Pickups		4					4	30				
10	Geotechnical Design Consultation **[Terracon]**		4										
11	Geometric Design Layout (CADD)		16	16									
12	Signing & Striping Design		4	6	18								
13	Storm Drain Design			20	20								
14	Sanitary Sewer Design			20	24								
15	Plan and Profile Sheet Layout			16									
16	Corridor Design			40									
17	ADA Ramp Grading		2	8		8							
18	Driveway/Alley Approach Grading		2	8		8							
19	Private Property/Parking Lot Match Grading		2	8		8							
20	Retaining Wall/Special Features Grading		2	8		8							
21	Labeling/Dimensions			24									
22	Cross Sections		2	24									
23	Typical Sections and Detail Sheets		2	24									
24	Street Lighting/Electrical Analysis and Design **[Marvin & Associates]**		4	6									
25	Quantity Take-Offs and Cost Estimates **[Marvin & Associates]**		4	2	2	12							
26	Final Project Specifications **[Marvin & Associates]**	2	12		4	16	4					1	
27	Final Traffic Control Design/Special Provisions		4		16								
28	Draft Contract Documents		4									4	
29	QC Review	8	16										
30	Final Design Review Meeting	4	4										
31	Public Meeting #2		6										
32	Reimburseables												
Sub-total - Hours		**26**	**172**	**240**	**84**	**118**	**4**	**6**	**30**			**5**	
Sub-total - Fee		**$4,680.00**	**$28,380.00**	**$21,600.00**	**$9,660.00**	**$10,620.00**	**$500.00**	**$780.00**	**$2,850.00**			**$325.00**	**$**

Appendix E
Project Schedule
W.O. 18-06
EBURD 10th to 13th Infrastructure Improvements

Based on a notice to proceed by Billings date no later than November 14, 2017, the completion date for the Engineer's work through final design shall be:

1. Preliminary (50%) Design Services: December 15, 2017

2. Final (90%) Design Services: January 26, 2018

3. Bid (100%) Design Services: February 16, 2018

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

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

Appendix F
Certificate(s) of Insurance
W.O. 18-06
EBURD 10th to 13th Infrastructure Improvements

Consent **1. H.**

Regular City Council Meeting

Meeting Date: 11/13/2017

TITLE: Acceptance of Drainage Easement for Lots 2 & 3, Block 8 of Vintage Estates Subdivision

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

The developer of Vintage Estates Subdivision is going to construct the last phase of the development. This phase includes the construction of a storm drain pond within the park area. The pond will outfall into the Big Ditch for which the developer has attained an agreement with the ditch company. The outfall will be located between Lots 2 and 3, Block 8. Easements are necessary to construct this outfall. These easements will allow the city to maintain the outfall in the future if it becomes necessary.

ALTERNATIVES ANALYZED

The City Council may:

- Accept the easements; or
- Do not accept the easements. If no outfall is constructed, it will take longer for the pond to drain after storms which reduces capacity for subsequent storms.

FINANCIAL IMPACT

There is no significant financial impact with acceptance of these drainage easements.

RECOMMENDATION

Staff recommends that the City Council accept the drainage easements for Lots 2 & 3, Block 8, Vintage Estates Subdivision.

APPROVED BY CITY ADMINISTRATOR

Attachments

Lot 2 Easement
Lot 3 Easement

Return to:
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59101

LOT 2, BLOCK 8 OF VINTAGE ESTATES SUBDIVISION

DECLARATION OF STORMWATER DRAINAGE EASEMENT

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned owner does, on this ____ day of _____, 2017, hereby create, as written below, a 20-foot wide stormwater drainage easement across, over, and through certain real property located in the NW 1/4 of Section 4, T. 1 S., R. 25 E., P.M.M., City of Billings, Yellowstone County, Montana, more particularly described as follows:

A 20-foot strip being 13.00 feet on the northeasterly side and 7.00 feet on the southwesterly side of the common line between Lots 2 and 3 of Block 8 of Vintage Estates Subdivision in Yellowstone County, Montana; the sidelines of said easement being extended or shortened to intersect with the northwesterly and southeasterly lot lines of said Lots 2 and 3; said easement having an area of 2557 SF, more or less, and being as shown on the attached "Exhibit A".

The Owner does hereby create this easement for the purpose of constructing, reconstructing, maintaining, operating, repairing, improving, and replacing and using perpetual stormwater drainage facilities and all necessary fixtures and appurtenances through, over, and across said real property together with the right of free ingress and egress at all times by designated representatives of the City for reasons related thereto.

This easement is created for the benefit of the City of Billings, shall run with the real property and be binding on all parties having any right, title, or interest in the described property or any part thereof, their heirs, executors, successors, administrators, and assignees, and shall bind said parties thereof.

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

By: _____

Title: _____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this _____ day of _____, 2017, before me, a Notary Public in and for the State of Montana, personally appeared _____ known to me to be the

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONVEYANCE

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

"CITY"
CITY OF BILLINGS
MONTANA

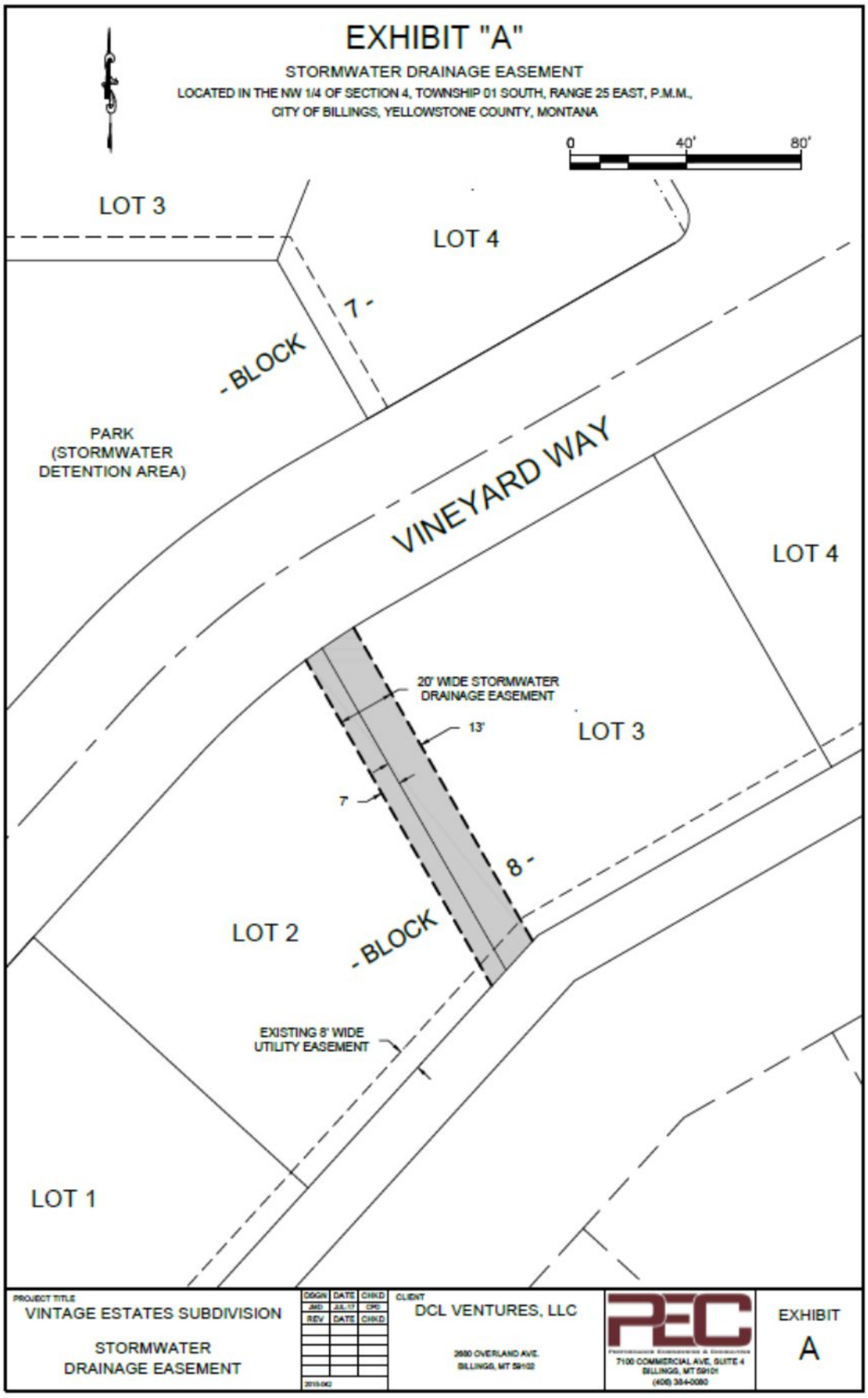
By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

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

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


EXHIBIT "A"
STORMWATER DRAINAGE EASEMENT
LOCATED IN THE NW 1/4 OF SECTION 4, TOWNSHIP 01 SOUTH, RANGE 25 EAST, P.M.M.,
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA
0
40'
80'
LOT 3
LOT 4
7'
BLOCK
PARK
(STORMWATER
DETENTION AREA)
VINEYARD WAY
LOT 4
20' WIDE STORMWATER
DRAINAGE EASEMENT
13'
LOT 3
7'
8'
LOT 2
BLOCK
EXISTING 8' WIDE
UTILITY EASEMENT
LOT 1
PROJECT TITLE
VINTAGE ESTATES SUBDIVISION
STORMWATER
DRAINAGE EASEMENT
DSGN
DATE
CHKD
JMD
AS.17
CMD
REV
DATE
CHKD
2019.062
CLIENT
DCL VENTURES, LLC
2680 OVERLAND AVE.
BILLINGS, MT 59102
PEC
7100 COMMERCIAL AVE, SUITE 4
BILLINGS, MT 59101
(406) 384-0080
EXHIBIT
A

Return to:
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59101

LOT 3, BLOCK 8 OF VINTAGE ESTATES SUBDIVISION

DECLARATION OF STORMWATER DRAINAGE EASEMENT

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned owner does, on this ____ day of _____, 2017, hereby create, as written below, a 20-foot wide stormwater drainage easement across, over, and through certain real property located in the NW 1/4 of Section 4, T. 1 S., R. 25 E., P.M.M., City of Billings, Yellowstone County, Montana, more particularly described as follows:

A 20-foot strip being 13.00 feet on the northeasterly side and 7.00 feet on the southwesterly side of the common line between Lots 2 and 3 of Block 8 of Vintage Estates Subdivision in Yellowstone County, Montana; the sidelines of said easement being extended or shortened to intersect with the northwesterly and southeasterly lot lines of said Lots 2 and 3; said easement having an area of 2557 SF, more or less, and being as shown on the attached "Exhibit A".

The Owner does hereby create this easement for the purpose of constructing, reconstructing, maintaining, operating, repairing, improving, and replacing and using perpetual stormwater drainage facilities and all necessary fixtures and appurtenances through, over, and across said real property together with the right of free ingress and egress at all times by designated representatives of the City for reasons related thereto.

This easement is created for the benefit of the City of Billings, shall run with the real property and be binding on all parties having any right, title, or interest in the described property or any part thereof, their heirs, executors, successors, administrators, and assignees, and shall bind said parties thereof.

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

DCL Ventures, LLC

By: _____

Title: _____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this _____ day of _____, 2017, before me, a Notary Public in and for the State of Montana, personally appeared _____ known to me to be the

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONVEYANCE

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

"CITY"
CITY OF BILLINGS
MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

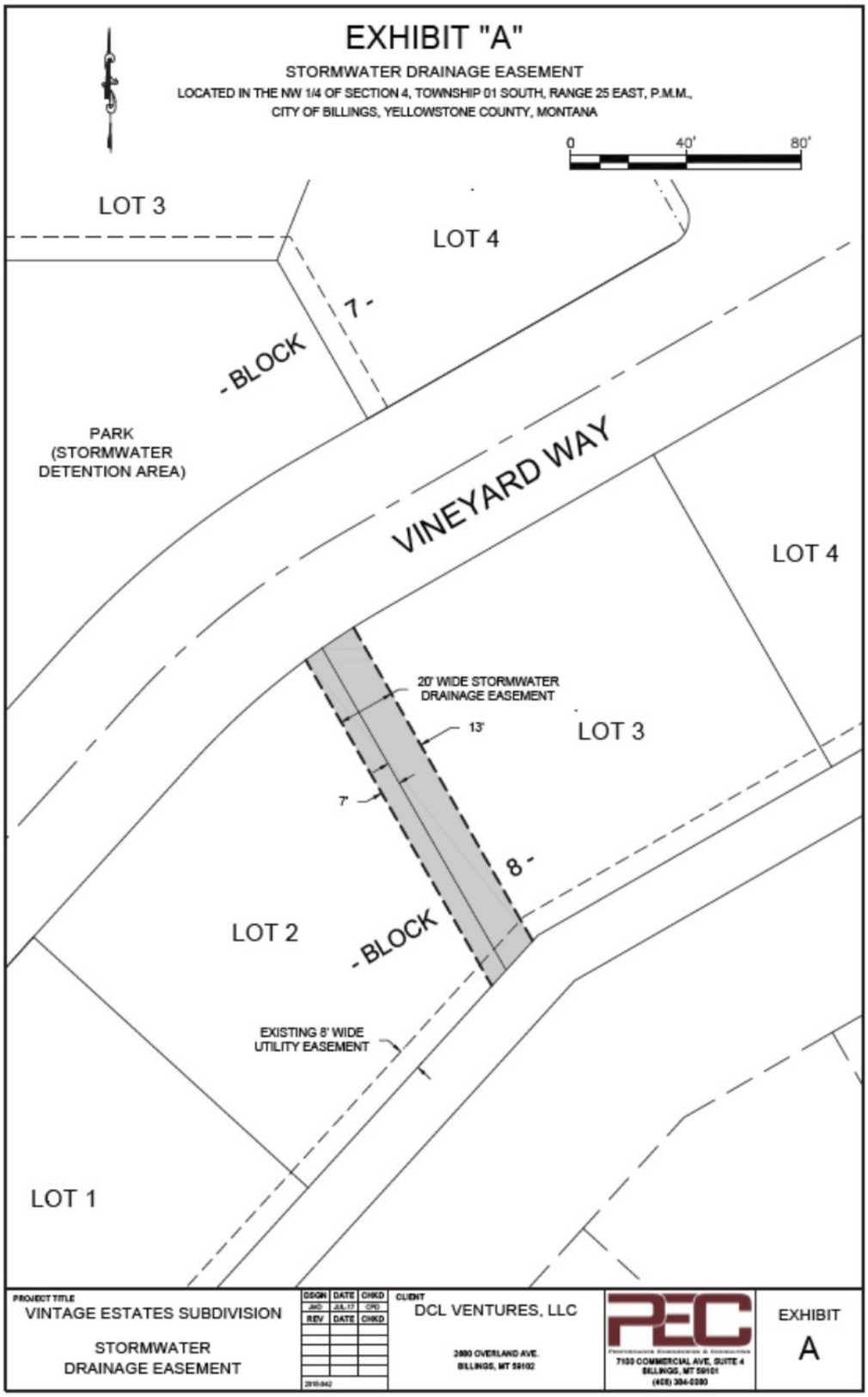
On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____, and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged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

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

EXHIBIT "A"

STORMWATER DRAINAGE EASEMENT

LOCATED IN THE NW 1/4 OF SECTION 4, TOWNSHIP 01 SOUTH, RANGE 25 EAST, P.M.M.,
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA



PROJECT TITLE VINTAGE ESTATES SUBDIVISION STORMWATER DRAINAGE EASEMENT	DSGN / DATE / CHKD JMD / JUL 17 / CPD REV / DATE / CHKD 2016-042	CLIENT DCL VENTURES, LLC 3880 OVERLAND AVE. BILLINGS, MT 59102	PEC Professional Engineering & Consulting 7100 COMMERCIAL AVE, SUITE 4 BILLINGS, MT 59101 (406) 384-0390	EXHIBIT A	

Consent **1. I.**

Regular City Council Meeting

Meeting Date: 11/13/2017

TITLE: 2017 Federal Homeland Security Grant for Bomb Squad - $10,000

PRESENTED BY: Rich St. John, Police Chief

Department: Police

Presentation: No

PROBLEM/ISSUE STATEMENT

The State of Montana has $10,000 available through the Federal FY 2017 U. S. Department of Homeland Security Grant Program and has offered a subgrant to the City of Billings Bomb Squad for training. This will be the City's eighth year receiving Homeland Security Grant funds, which have been used for equipment and training. The bomb squad has five members that require 40 hours of training per year. Funds will be used for costs associated with this training.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the Federal FY 17 U. S. Department of Homeland Security Grant for the Bomb Squad in the amount of $10,000; or
- Not approve the Federal FY 17 U. S. Department of Homeland Security Grant for the Bomb Squad in the amount of $10,000; which would result in the General Fund absorbing costs related to Bomb Squad training.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends City Council approve and accept the Federal FY 2017 Homeland Security Grant in the amount of $10,000 and authorize the Mayor to sign the award documents when they arrive.

APPROVED BY CITY ADMINISTRATOR

Consent **1. J.**

Regular City Council Meeting

Meeting Date: 11/13/2017

TITLE: Accept State Homeland Security Program Grant Award-Purchase HazMat Equipment

PRESENTED BY: William Rash, Assistant Fire Chief

Department: Fire

Presentation: No

PROBLEM/ISSUE STATEMENT

On behalf of the six (6) Montana Regional Hazardous Material (HazMat) Teams , the Billings Fire Department's HazMat team members submitted an application in the amount of $360,000.00 to acquire a chemical detection monitor for each of the regional teams. The City of Billings is not required to match this award with any amount of non-Federal funds. The City of Billings will accept and administer the awarded funds and will buy and distribute to the other five (5) HazMat teams the equipment identified in the application. Fire Department staff are asking the Billings City Council to accept the funds and to authorize the Mayor to sign all necessary documents for the grant.

ALTERNATIVES ANALYZED

City Council may:

- Approve accepting the $360,000.00 and approve purchasing the chemical detection/monitors for distribution to the Montana regional HazMat teams. Regional teams are located in the cities of Billings, Bozeman, Great Falls, Helena, Kalispell and Missoula, or;
- Not accept this financial assistance to purchase this tool for the Montana regional Hazmat teams.

FINANCIAL IMPACT

City policy requires that the City Council approve accepting financial assistance or grant awards before adjusting the City's budget to account for the funds. There is no local match required for this grant award. The City of Billings Fire Department staff will work with the City's Purchasing Agent to purchase the approved equipment and distribute them to the other regional HazMat teams, after which it will request reimbursement from the grant. The total grant amount is $360,000.00, which is the estimated cost for all equipment.

RECOMMENDATION

Staff recommends that the City Council accept the $360,000.00 Homeland Security grant on behalf of six (6) Montana regional HazMat teams to purchase chemical detection monitors and authorize the Mayor to sign all grant documents.

APPROVED BY CITY ADMINISTRATOR

Consent **1. K.**

Regular City Council Meeting

Meeting Date: 11/13/2017

TITLE: Copper Ridge Subdivision 7th Filing - Preliminary Major Plat

PRESENTED BY: Wyeth Friday

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

On August 1, 2017, Sanderson Stewart, agent for Gary Oakland and Marvin Hessler, owners, applied for preliminary major plat approval for Copper Ridge Subdivision, 7th Filing. The proposed subdivision creates 92 new lots for single-family residential development. The subject property is generally located on the north side of Rimrock Road, east and west of 70th Street West, and west of the existing Copper Ridge Subdivision. Four large parcels of this filing are west of 70th Street West. The property is zoned Residential-7000 (R-70) and Residential-5000 (R-50).

At the September 26, 2017 public hearing for the preliminary plat, the applicant asked for a 30-day delay. The applicants indicated to the Yellowstone County Board of Planning at the meeting that they would like to modify the plat layout to add more lots within this filing. This type of change to the preliminary plat necessitated a re-review of the proposal and a new plat review and public hearing before the Board of Planning. The Board reviewed the revised plat on October 10 and conducted a public hearing on October 24, 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, with the 30 day delay, for the proposed plat ends on December 11, 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

VARIANCES REQUESTED
No variance has been requested.

PROCEDURAL HISTORY

- A pre-application meeting was held on July 13, 2017 to discuss the proposal.
- The preliminary plat application was submitted to the Planning Division on August 1, 2017.
- A departmental review meeting was conducted on August 17, 2017.
- The preliminary plat was resubmitted with revisions based on department reviews on August 24, 2017.
- The Planning Board reviewed the plat on September 12, 2017.
- The Planning Board conducted a public hearing on September 26. After a request from the applicant at the meeting, the Board voted to allow for a 30-day delay on processing the preliminary plat.
- The Planning Board reviewed the revised plat on October 11, 2017.
- The Planning Board conducted a public hearing on October 24, 2017, and forwarded a recommendation of conditional approval to the City Council.
- The City Council will consider the preliminary plat on November 13, 2017.
- The 60 working-day preliminary plat review period, with the 30-day delay, ends December 11, 2017.

PLAT INFORMATION

General location: North of Rimrock Road and east and west of 70th Street West

Legal Description: Certificate of Survey 2465, Parcel 2A Amended and COS 1871 Parcel 1

Owner/Subdivider: Gary Oakland and Marvin Hessler

Engineer and Surveyor: Sanderson Stewart

Existing Zoning: R-70 and R-50

Existing land use: Vacant / Farmland

Proposed land use: Single-family residential

Gross and Net area: 116.18 acres; 108.4 acres

Proposed number of lots: 92

Lot size: Max: 25 acres

Min: 7,077 square feet

Parkland requirements: Parkland dedication requirements for this proposed plat is 1.7319 acres. The applicants are proposing to do a cash-in-lieu contribution for parkland.

STAKEHOLDERS

Staff gave a brief presentation to the Planning Board at the public hearing on October 24. Board President asked if there were any questions for staff. There was one question regarding whether the County zoning boundary must to move for this land to be zoned i the City? Staff responded that the County zoning boundary does not need to move to have zoning outside of it. The City may annex land and zone land even if it is beyond the County established zoning jurisdictional boundary. There were no other questions for staff. The public hearing was opened for public comment. Mr. Gary Oakland offered to answer any questions that the board may have regarding the proposed subdivision. There were no questions from the board for Mr. Oakland.

A motion was made to recommend conditional approval with the Findings of Fact to the City Council, the motion was seconded. The Planning Board voted unanimously to approve the motion.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

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

RECOMMENDATION

The Planning Board recommends conditional approval of the preliminary plat of Copper Ridge Subdivision, 7th Filing to the City Council, and adoption of the Findings of Fact as presented in the staff report.

CONDITIONS OF APPROVAL

1. To minimize the effects on local services and ensure public safety, prior to final plat approval the applicant will submit an updated stormwater report to City Engineering for review and approval.
2. To minimize effects on local services and to ensure understanding of the use of an easement, prior to final plat approval the applicant will include an easement document for the temporary cul-de-sac at the north end of 70th Street west as shown on the proposed plat.
3. To ensure public safety for fire suppression and access for the City Fire Department, prior to final plat approval the applicant will include language in the SIA regarding construction of the temporary road to be able to support a 40 ton truck in all weather conditions, and that the temporary road will be maintained by the developer until the temporary road is replaced with a hard surface paved road.
4. To ensure public safety and that roads are built to handle increased traffic, prior to final plat approval the applicant will submit an update SIA to City Engineering for review and approval.
5. To ensure correct procedure for providing a cash in lieu contribution, prior to final plat approval the applicant will follow the Billings Subdivision Regulations Section 23-1006 to determine the correct procedure and amount of the contribution to the City for park land cash contribution.
6. To minimize the effects on local service, prior to final plat approval the applicant will coordinate with the USPS to determine what type of deliver system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
7. 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.
8. 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

Attachments

Findings of Fact
Proposed Plat page 1
Proposed Plat page 2
Preliminary SIA
Mayor's Approval Letter

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat Copper Ridge Subdivision, 7th 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 currently used for agricultural purposes and about 25.5 acres of agricultural land would be taken out of production with this subdivision filing proposal. Perimeter ditches and drains shall remain in place and not be altered by the subdivider or subsequent owners. The subdivision should not affect agricultural water users' facilities but it will take land out of agricultural production.

2. Effect on local services

a. **Utilities** – Water service will be provided by the City of Billings. The developer will install new water mains in all of the new local streets, new individual services to all of the lots, and new fire hydrants in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality (MDEQ). The water service will be provided by an existing 12-inch water line that is in Rimrock Road and also a 12-inch line stub from Copper Bluffs Circle. The extension of these lines will provide a looped system in the new filing.

Sanitary sewer service will be provided by connecting to the existing City of Billings' sewer mains. There is an existing 8-inch sanitary sewer stub located in Copper Bluffs Circle and also an 18-inch sanitary sewer main located in Rimrock Road. The subdivider shall extend the existing 18-inch sanitary sewer in Rimrock Road west to approximately 70th Street West. 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.

A cash-in-lieu contribution for a 12-inch water line and two fire hydrants was made by the subdivider with the Fifth Filing to extend a water main from the existing terminus to the western boundary of Copper Ridge subdivision 5th filing, approximately 860 feet. This contribution will be applied toward the construction of the 12-inch water main to the 7th filing, within Rimrock Road, or be refunded to the developer and the developer will install the water main.

MDU will provide gas services and Yellowstone Valley Electric Cooperative will provide electric services to the subdivision. Easements have been shown on the face of the plat that are acceptable to these utility providers.

Stormwater – Stormwater drainage for the public streets is proposed to be provided by curb and gutters that discharge into storm water pipes and eventually to retention areas in the proposed detention basins along Rimrock Road. These and all other drainage improvements shall 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. The developer is proposing to construct 3 large detention basins along the southern boundary of the subdivision. Two of those detention basins will be built with this filing and the other one with future filings. An updated Stormwater Report will be submitted and approved by City Engineering before final plat. **(Condition #1)**

The subdivider may direct runoff from this filings and future filings to the City of Billings storm water detention facility proposed to be built on property at the intersection of Rimrock Road and 62nd Street West. The subdivider shall make a cash contribution to the City of Billings for the stormwater management facility based on a square foot of net residential lot area. The contribution will be worked out between the subdivider and the City of Billings engineering division as outlined in the SIA under Storm Drainage B ii.

b. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.

c. **Streets** – Rimrock Road is identified as a collector street at the location of this filing. The applicant will be providing additional right of way for Rimrock Road to meet the required 74-foot-wide right of way, it is currently a 60 foot right of way. Rimrock Road will be completed with a pavement width of 26 feet with borrow ditch swales from the current terminus of pavement to the western boundary of the 7th Filing. The applicant will be making a cash in lieu contribution for the future curb and gutter.

The lots within the subdivision will be served by the construction of Copper View Way, Copper Bluffs Circle and Copper Sunset Drive with two streets west of 70th Street West. They shall all be 34 feet back of curb to back of curb and shall be built to City of Billings street standards. They shall be built to grade with a satisfactory subbase, base course, curb and gutter with asphalt surface. 70th Street West shall be 30 feet of asphalt with a curb and gutter. The curb and gutter will be constructed on the east side of the street at this time. A temporary gravel surface turn around easement will be provided at the northern end of 70th Street West. The applicant will need to submit an easement document with the associated call out on the plat. **(Condition #2)**

The two streets on the west side of 70th Street West will be connected by a temporary gravel surface road way built to support a 40-ton vehicle in all weather conditions. It will be maintained by the developer until it is replaced by permanent paved road surface. **(Condition #3)**

The streets are proposed to be built to City standards by providing a 34-foot width, curb/gutters, and boulevard sidewalks. Typically, the sidewalks are installed by the home builder on a lot-by-lot basis, as lots develop. However, boulevard sidewalk along the frontage of Lot 19, Block 1 shall be constructed with the private contract for the subdivision. The boulevard sidewalk along the right of way frontage between Lots 18 and 19, Block 2 shall also be built with the private contract with this subdivision. The developer will also install all ADA required ramps at the intersections within the proposed subdivision. This information is included in Transportation 3.B. of the SIA.

A Traffic Impact Study (TIS) was completed with this filing in order to evaluate the subdivision's impact on the street network in the surrounding area. An updated SIA will be submitted before final plat approval. **(Condition #4)** Cash contributions will be made for future intersection improvements identified in the SIA under Transportation D. Traffic Control Devices. A proportionate contribution will be made for this 7th filing as described in the SIA.

d. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station is located at 54th St. West and Grand Ave. (Station #7). The subdivision is located within the ambulance service area of American Medical Response (AMR).

e. **Schools** –School District #2 provides educational services to elementary through high school students. Schools serving these students are Arrowhead Elementary, Will James Middle School, and West High School. At the time of the writing of this staff report there was no response from the schools or district. At the time of the 6th filing Arrowhead Elementary was over capacity, while the other schools were below, but near capacity. Also, the subdivision is currently on a bus route.

f. **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. With 86 residential lots being created with this filing the required parkland acreage would be 1.7319 acres. The applicant is proposing to provide a cash in lieu contribution. **(Condition #5)**

g. **Mail Delivery -** The United States Postal Service will provide postal service to the subdivision and has indicated that centralized mailbox units will be required as were installed for the previous filings of this subdivision. The developer will need to coordinate mailbox locations with the postal service. **(Condition #6)**

3. Effect on the natural environment

The subject property is currently farmland slightly sloping to the south toward Rimrock Road from the rimrocks near Phipps Park. The property of the 7th Filing is not located within any floodplain. A flood plain from Little Cove Creek touches the extreme south western tip of Lot 4, Block 3, one of the 25-acre future filings but does not go onto the land to be developed in the future. During development, storm water pollution prevention best management practices are required to be used and monitored to prevent erosion on exposed ground. Overall, the effect on the natural environment should be minimal.

4. Effect on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. 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

There will be no impacts to public health, safety and welfare as a result of this subdivision.

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 2014 Transportation Plan, and the Billings Area Bikeway 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:

> **Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Neighborhoods that are safe and attractive and provide essential services are much desired (p.8). Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels. (p.8)
>
> **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) Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.

2. Urban Area Transportation Plan 2014 Update

The proposed subdivision adheres to the goals and objectives of the 2014 Transportation Plan 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 Bikeways and Trail Master Plan. A trail corridor exists within parkland dedicated to the City in the previous filings of this subdivision. This trail network will eventually connect the subdivision to a future trail identified in the plan along Cove Ditch to the south and east. There is a short term bike lane identified along Rimrock Road but this subdivision is not required to construct any trails.

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 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 23-302.H.3.e.]

The subject property is located within R-70 and R-50 zoning. The lot sizes conform to the requirements of this zone. Other building 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 has provided utility easements as requested by MDU and YVEC on the face of the 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 23-302.H.3.c.]

Legal and physical access is provided to the proposed lots from Copper Sunset Drive, Copper View Way and Copper Bluffs.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Copper Ridge Subdivision, 7th 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 and does not conflict with the Transportation or Bikeway/Trail Plans.

- 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

Staff recommends that the Planning Board recommend conditional approval of the preliminary plat of Copper Ridge Subdivision, 7th Filing to the City Council, and adopt the Findings of Fact as presented in the staff report.

PLAT OF

COPPER RIDGE SUBDIVISION, 7TH FILING

BEING TRACT 2A OF AMENDED TRACTS 2 & 3, CERTIFICATE OF SURVEY NO. 2465 AND TRACT 1 OF CERTIFICATE OF SURVEY NO. 1871 SITUATED IN THE SW 1/4, SECTION 25, T1N, R24E, P.M.M. AND SITUATED IN THE S 1/2, SECTION 26, T1N, R24E, P.M.M. YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : COPPER RIDGE WEST, INC.

PREPARED BY : SANDERSON STEWART

JULY, 2017

BILLINGS, MONTANA

PLAT DATA

GROSS AREA	=	116.18 ACRES
NET AREA	=	108.40 ACRES
NUMBER OF LOTS	=	92
MINIMUM LOT SIZE	=	7,022 S.F.
MAXIMUM LOT SIZE	=	25 ACRES.
PARKLAND REQ.	=	1.7319 ACRES
LINEAL FEET OF STREETS	=	±4,824 L.F.
AREA OF STREETS	=	±7.78 ACRES
EXISTING ZONING	=	R7000/R5000 (PENDING ZONE CHANGE)
SURROUNDING ZONING:		
NORTH	=	OUTSIDE ZONING BOUNDARY
SOUTH	=	OUTSIDE ZONING BOUNDARY / R15000
EAST	=	R7000R
WEST	=	OUTSIDE ZONING BOUNDARY
EXISTING LAND USE	=	VACANT
PROPOSED LAND USE	=	RESIDENTIAL DEVELOPMENT

CERTIFICATE OF CITY ENGINEER'S OFFICE

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

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this _____ day of _____, 20____.

_____
City Engineer's Office

BASIS OF BEARING: (ORIGINAL PLAT/C.O.S.) OR THE BASIS OF BEARINGS FOR THIS SURVEY HAS BEEN DERIVED FROM GPS OBSERVATIONS AND IS BASED ON A NAD 83, LAMBERT CONFORMAL CONIC, SINGLE PARALLEL, LOW DISTORTION PROJECTION FOR THE CITY OF BILLINGS; HAVING A POINT OF ORIGIN AT 45°47'00"N LATITUDE AND 108°25'00"W LONGITUDE WITH A SCALE FACTOR OF 1.0001515. THE GRID TO GROUND COMBINED SCALE FACTOR AT [monument description] IS x.xxxxxxxxxx; THE CONVERGENCE ANGLE IS -x°xx'xx". DISTANCES ARE INTERNATIONAL FEET. FOR THIS SURVEY, GRID DISTANCE IS ESSENTIALLY EQUAL TO GROUND DISTANCE.

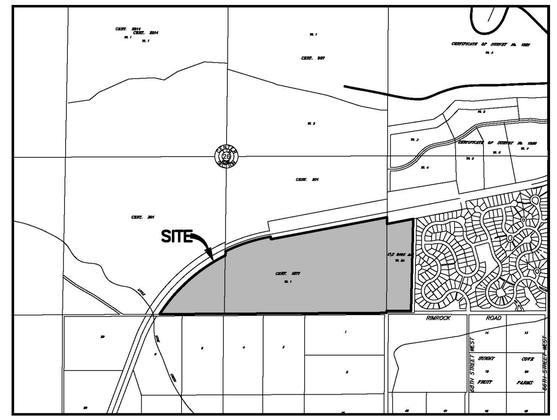
- o FOUND SURVEY MONUMENT, AS NOTED
- ● SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"
- ■ SET INTERSECTION MONUMENT, 5/8"x18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART BILLINGS MT". WILL BE REPLACED WITH BRASS CAP MONUMENT BOX UPON COMPLETION OF STREET IMPROVEMENTS.

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

NORTH

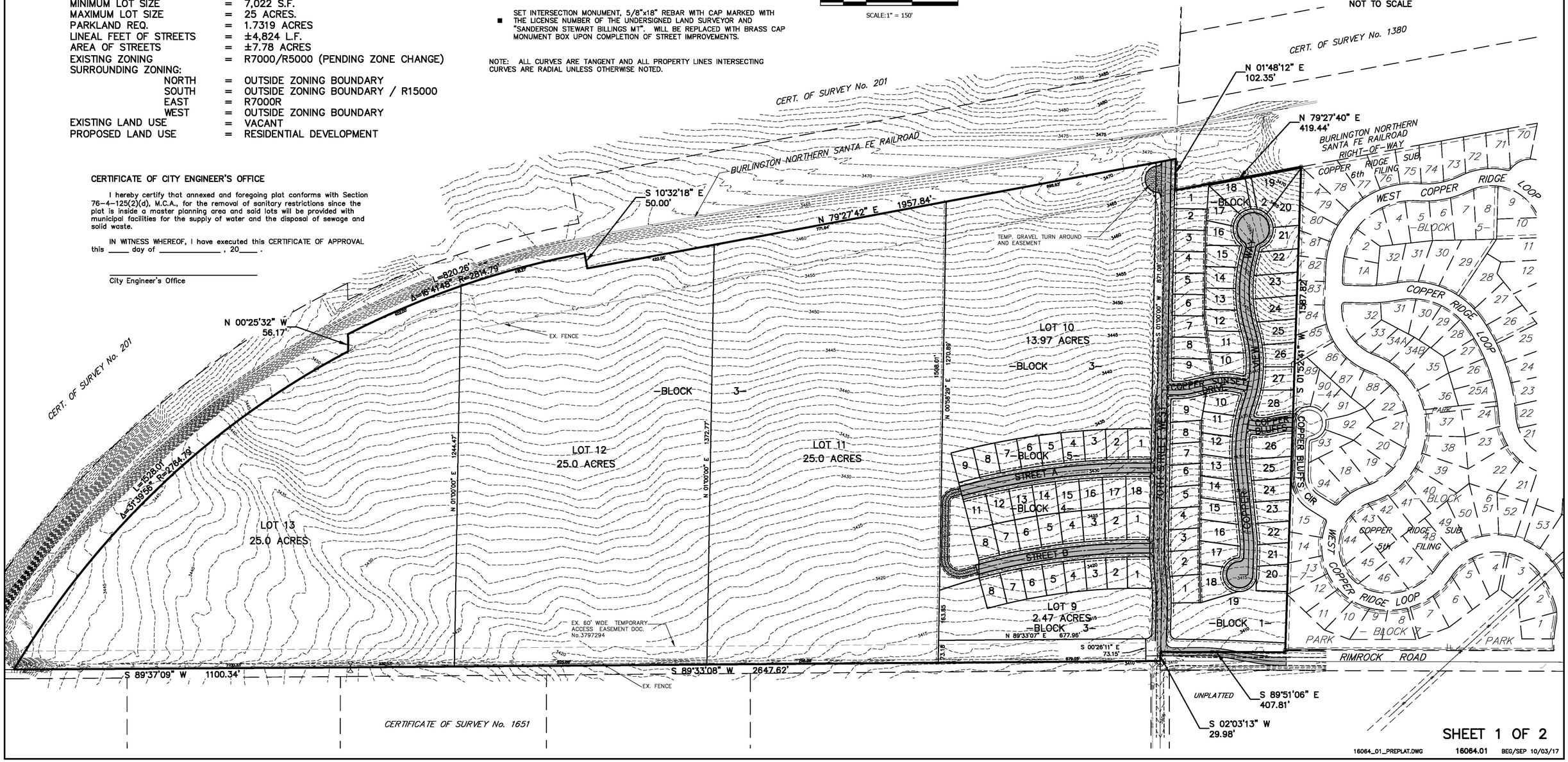
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SCALE:1" = 150'



VICINITY MAP

NOT TO SCALE



PLAT OF

COPPER RIDGE SUBDIVISION, 7TH FILING

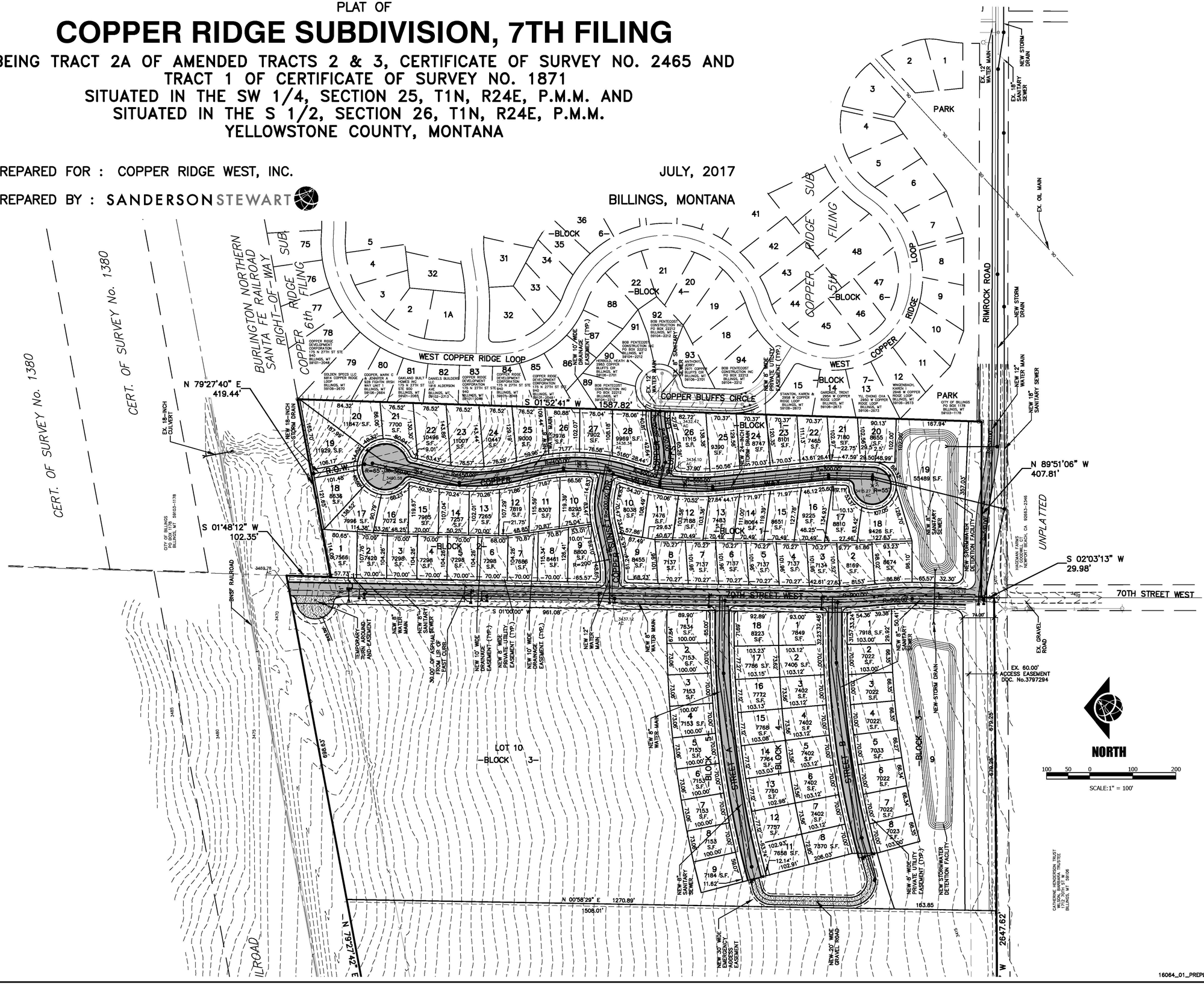
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PREPARED FOR : COPPER RIDGE WEST, INC.

JULY, 2017

PREPARED BY : SANDERSONSTEWART

BILLINGS, MONTANA



SHEET 2 OF 2

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

SUBDIVISION IMPROVEMENTS AGREEMENT
COPPER RIDGE SUBDIVISION, SEVENTH FILING

Table of Contents

I.	Variances	SIA-2
II.	Conditions that Run with the Land	SIA-2
III.	Transportation	SIA-4
	A. Streets	SIA-4
	B. Sidewalks	SIA-4
	C. Street Lighting	SIA-5
	D. Traffic Control Devices	SIA-5
	E. Access	SIA-6
	F. Public Transit	SIA-6
IV.	Emergency Service	SIA-7
V.	Storm Drainage	SIA-7
VI.	Utilities	SIA-9
	A. Water	SIA-9
	B. Sanitary Sewer	SIA-10
	C. Power, Telephone and Gas	SIA-11
VII.	Parks/Open Space	SIA-11
VIII.	Homeowner's Associations	SIA-11
IX.	Soils/Geotechnical Study	SIA-12
X.	Financial Guarantees	SIA-13
XI.	Legal Provisions	SIA-13

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

SUBDIVISION IMPROVEMENTS AGREEMENT
COPPER RIDGE SUBDIVISION, SEVENTH FILING

THIS AGREEMENT is made and entered into this ___ day of _____, 20___, by and between **COPPER RIDGE WEST, INC.,** whose address for the purpose of this agreement is 175 North 27th Street, Suite 900, Billings, Montana 59101, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the preliminary plat of Copper Ridge Subdivision, Seventh Filing, located in the City of Billings, Yellowstone County, Montana, was submitted to the Planning and Community Services Department which recommended its approval to the Yellowstone County Board of Planning; and

WHEREAS, at a meeting held on the ____ day of _____, 20___, by the Yellowstone County Board of Planning, the Board recommended for approval, subject to certain conditions, an area known as Copper Ridge Subdivision, Seventh Filing, and

WHEREAS, at a regular meeting held on the _____ day of _____, 20__, the City Council approved, subject to certain conditions, a preliminary plat of Copper Ridge Subdivision, Seventh Filing, and

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

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

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

I. VARIANCES

Subdivider requests no variances.

II. CONDITIONS THAT RUN WITH THE LAND

A. Lot owners should be aware that this subdivision could contain wildlife migratory routes. Consequently, owners are advised that wildlife indigenous to this area could be found on the property and may impact the developed property and interface with domestic animals, residents, and visitors. Owners may also experience problems with damage to landscaped shrubs, flowers, and gardens. Any impacts associated with wildlife and any damage arising therefrom is the responsibility of the lot owners.

B. Lot owners should be aware that there is a Declaration of Restrictions and Protective Covenants recorded in conjunction with this subdivision, which outlines additional requirements specific to this subdivision design.

C. Lot owners should be aware that the United States Postal Service mail delivery will be made only to centralized delivery locations. Such locations shall consist of from 8 to 16 mailboxes per location. The location of each centralized mailbox setting is shown on the overall development plan and the private contract construction plans. Subdivider shall install the mailboxes within the private contract for the Seventh Filing.

D. Lot owners shall be advised that land in proximity to the northern boundary of Copper Ridge Subdivision is a right-of-way owned by the Burlington Northern Santa Fe Railroad, upon which they actively operate a transportation business. The noise from moving trains is clearly audible in the subdivision. This activity is protected by state law and can be expected to continue indefinitely. Subdivider, for itself and all successor owners of property within Copper Ridge Subdivision, hereby waives any right to object and/or protest the noise created by normal operation of trains running along the railway, acknowledges that the railroad right-of-way is private property, and further acknowledges that Copper Ridge Subdivision and successor owners of lots within the subdivision have an affirmative duty to stay off the Burlington Northern Santa Fe Railroad property and to keep children, guests, and invitees off the property.

E. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts, which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this agreement. The Subdivider and owner specifically agree that they are waiving valuable rights, and do so voluntarily.

F. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

G. Certain lots as shown on the final plat of Copper Ridge Subdivision, Seventh Filing contain storm water drainage easements with a drainage swale along property lines. This storm water drainage easement and drainage swale is for conveying storm water and shall not be altered in any way to inhibit the conveyance of storm water. It shall be the lot owners' responsibility to maintain and perpetuate this storm water swale, as a fully functional swale.

H. The lowest finished floor elevation (which includes the garage) shall be a minimum of 18-inches higher than the top of curb measured from the highest location along the lot frontage. Higher finished floor elevations shall be required on a lot by lot basis, as noted on the final plat.

I. The lowest openings on each home (window well, walk-out basement doors, and equivalent openings) shall be located outside drainage paths. If this is not possible, the homebuilder and lot owners must take necessary measures to protect these openings from being inundated from surface water flows. Allow enough space between window wells and property lines to provide sufficient swales and drainage away from window wells, and meet applicable building codes for drainage requirements.

J. The developer and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater Discharges Associated

with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

III. TRANSPORTATION

A. Streets

Right-of-way widths. Copper View Way, Copper Bluffs Circle, Copper Sunset Drive, Street A (temporary name) and Street B (temporary name) shall be 56-foot rights-of-way. 70th Street West shall be a 61-foot right of way. Rimrock Road to 70th Street West is classified as a collector street. The minimum right of way for a collector street is 74 feet. A 60-foot right of way has previously been dedicated across the frontage of the property. An additional dedication will be provided with this plat on the north side of Rimrock Road.

Pavement widths. Copper View Way, Copper Bluffs Circle, Copper Sunset Drive, Street A (temporary name) and Street B (temporary name) shall be 34 feet back of curb to back of curb. 70th Street West shall be 30-feet of asphalt and curb and gutter on the east side of the street. Rimrock Road will be completed with curb and gutter on the north side of Rimrock Road and 30-feet of asphalt from the eastern boundary of the subdivision to 70th Street West (approximately 380 lineal feet). A borrow ditch will remain on the south side of Rimrock Road. These roads shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings site development ordinance, city subdivision regulations, and Uniform Building Code. No street improvements will be constructed on Rimrock Road west of 70th Street West at this time.

B. Sidewalks

City and Subdivider agree that developer will install handicap accessibility ramps at time of private contract construction. No additional boulevard sidewalks will be installed by the developer as part of construction improvements.

Individual lot owners will be responsible for the construction of the sidewalks adjacent to their lot at the time of lot construction. Sidewalks shall be 5-foot-wide boulevard sidewalks. The sidewalk along the frontages of Lot 19, Block 1 (Rimrock Road, 70th Street West and Copper View Way) shall be 5-foot-wide boulevard sidewalk to be constructed with the private

contract for the subdivision. The sidewalk along the right-of-way frontage between Lots 18 and 19, Block 2 shall be 5-foot boulevard sidewalk to be constructed with the private contract for this subdivision.

C. Street Lighting

Construction or installation of streetlights in subdivision shall not be required at this time, but streetlights are included in the Waiver, which also includes a maintenance district for street light energy and maintenance.

D. Traffic Control Devices

1. The Subdivider shall furnish and install all necessary traffic control devices adjacent to the subdivision. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction. All traffic control devices shall be subject to review and approval by the City Engineering office.

2. Street name signs shall be installed at all intersections.

3. The City and Subdivider agree that the Subdivider will make cash contributions to improvements at the following intersection:

   Rimrock Road and 62nd Street West – 10.67 percent
   Grand Avenue and 70th Street West – 7.54 percent
   70th Street West and Colton Boulevard – 8.60 percent

   The percentages are based on 360 total lots in the subdivision. Each filing will contribute their proportionate share of the contributions.

   The amount and timing of these contributions shall be as outlined below. These contributions represent a fair and equitable amount based on subdivision traffic using these intersections and may be used by the City for design and construction of geometric improvements, auxiliary turn lanes, or intersection controls such as traffic signals or roundabouts, at these intersections. Improvements will not be constructed until the City determines they are needed and the timing and extent of the improvements shall be at the City's sole discretion.

The amount of the contributions for the Rimrock Road/62nd Street West, Grand Avenue/70th Street West, and 70th Street West/Colton Boulevard intersections shall be as follows:

	Rimrock Road/62nd Street West	Grand Ave./70th Street West	70th Street West/Colton Blvd.
Seventh Filing (86-Residential Lots	TBD	TBD	TBD
Lot 10, Block 3	TBD	TBD	TBD
Lot 11, Block 3	TBD	TBD	TBD
Lot 12, Block 3	TBD	TBD	TBD
Lot 13, Block 3	TBD	TBD	TBD

The contributions for Copper Ridge Subdivision, Seventh Filing (86-residential lots) shall be made prior to final plat approval. No building permits or private contract permits will be issued until Subdivider has made the cash contribution to the City.

It is anticipated that Lots 10 through 13, Block 3 will be developed in separate subdivision filings. The total cash contribution attributable to Lots 10 through 13, Block 3 shall be as stated above; however, the contribution may be apportioned over the various phases based on the amount of traffic each is expected to generate. No building permits or private contract permits shall be issued for Lots 1 through 4, Block 3 until payment has been made for the phase being developed at that time.

E. Access

Access will be provided in two locations for the subdivision. One will be an extension of Copper Bluffs Circle and the other an extension of 70th Street West and Rimrock Road.

F. Public Transit

There are no MET Transit routes that service this subdivision at this time. No improvements with regard to MET Transit vehicles are anticipated at this time.

IV. EMERGENCY SERVICES

Access is provided to this subdivision from two existing locations. The Copper Ridge Subdivision, Seventh Filing, will complete a street connection from Copper Bluffs Circle and from 70th Street West. In addition, fire hydrants will be installed at the required locations as reviewed and approved by the City of Billings Fire Department.

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrant(s) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along an approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of 20-feet-wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

A. All storm drainage improvements shall comply with the provisions of Chapter 28, BMCC, and shall be in accordance with the recommendations of an approved storm drain study to be submitted to the City of Billings Engineering Department by the Subdivider. The stormwater in the subdivision will be managed on-site through surface flow on the streets, inlets, piping, and stormwater detention facilities. The stormwater design for Copper Ridge Subdivision, Seventh Filing, will conform to the current City of Billings Stormwater Management Manual and be reviewed by the City of Billings Public Works Department.

B. The developer will construct three large detention basins along the southern boundary of the subdivision. The developer will construct one detention facility with this filing located on Lot 19, Block 1. The developer will also construct a portion of another stormwater detention facility on Lot 9, Block 3. The remaining detention facilities will be constructed with future filings. The detention facilities will be located on Home Owner's Association (HOA) owned lots and shall be operated and maintained by the HOA. The stormwater detention facilities will have an outlet to Rimrock Road and be piped to a City of Billings owned stormwater management facility located near the intersection of 62nd Street West and Rimrock Road.

i. The Subdivider may direct runoff from this filing and future filings to the City of Billings stormwater management facility located near the intersection of Rimrock Road and 62nd Street West. The City of Billings will review the stormwater storage provided on-site to ensure compliance with the City of Billings Stormwater Management Manual (SWMM). The Subdivision will be required to retain, or provide treatment, of the water quality volume/flow on-site in accordance with the SWMM.

ii. The Subdivider shall make a cash contribution to the City of Billings stormwater management facility at a rate of $_____ per square foot of net residential lot area. The rate has been established based on the reduction of stormwater storage on-site in the subdivision (all filings) due to the discharge to the City of Billings stormwater management facilities, and the ability to fully drain the on-site stormwater detention facilities in accordance with the SWMMM. The contribution shall be phased with the development of the subdivision and due at the time of lot development.

iii. The storm drain pipe in Rimrock Road will be sized to account for flow from Rimrock Road, a restricted flow from Copper Ridge Subdivision, Seventh Filing (including the area north of the railroad tracks that drains to the subdivision through an existing culvert (approximately 300 feet east of 70th Street West) under the railroad tracks), and up to 1 cfs from the existing Copper Ridge Subdivision or other subdivision. The Subdivider shall install the storm drain improvements in Rimrock Road from 70th Street West east to the Birely Drain (approximately 3,200 lineal feet) with the private contract for the development. The Subdivider shall be reimbursed by the City of Billings for the Rimrock Road proportionate share of the storm drain improvements. In the future, if storm drain from the

existing Copper Ridge Subdivision, or other subdivision to the south, is connected to the storm drain in Rimrock Road, they too will be required to reimburse the Subdivider for their proportionate share of the Rimrock Road storm drain improvements. The City of Billings shall reimburse the Subdivider at the time of storm drain construction based on their proportionate share of actual construction and engineering design costs. In the future, if an additional subdivision connects to the storm drain, their reimbursement to the Subdivider would be due at the time of connection and be based on their proportionate share of the construction and engineering design costs.

VI. UTILITIES

Water and sanitary sewer lines shall be sized and installed in conformance with the City design standards and specifications, and the rules and regulations of the City of Billings.

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of/to water mains and sanitary sewers to the Public Works Department, Engineering Division. The extension/connection of/to water mains and sanitary sewers are subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

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

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

A. Water

Service to the subdivision will be provided from the existing 12-inch water main stub in Rimrock Road and also from an existing12-inch water main stub in Copper Bluffs Circle. The Subdivider will extend the existing 12-

inch water main from the existing terminus in Rimrock Road westward to 70th Street West and then into the subdivision. The Subdivider will also extend the existing 12-inch water main stub in Copper Bluffs Circle from the existing terminus into the subdivision. No water main will be installed in Rimrock Road west of 70th Street West at this time.

Extension of the water mains will provide a looped system for the subdivision upon full build out of the Seventh Filing. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. It is anticipated that each lot shall be provided with its own separate water service. All water construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department.

A cash-in-lieu payment of $34,829.00 for the 12-inch water main and two fire hydrants has been previously made for the water main improvements from the existing terminus to the western boundary of Copper Ridge Subdivision, Fifth Filing (approximately 860 lineal feet). This previous contribution will be applied toward the construction the 12-inch water main to the subdivision in Rimrock Road, or be refunded to the developer and the developer will construct the water main to the subdivision.

B. Sanitary Sewer

Service to the subdivision will be from the existing 8-inch sanitary sewer stub located in Copper Bluffs Circle and also from an existing 18-inch sanitary sewer main located in Rimrock Road. The Subdivider shall extend the existing 18-inch sanitary sewer west to approximately 70th Street West, or a smaller sized main as approved by the City Engineering Department.

Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. Each lot shall be provided with its own service. All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department.

Improvements noted herein shall include, but not be limited to, any and all interim improvements that may be deemed necessary due to phased or partial construction.

The 18-inch, or smaller, sanitary sewer main in Rimrock Road from the existing terminus to the western edge of Copper Ridge Subdivision, Fifth Filing will be installed at the time of the Copper Ridge Subdivision, Seventh Filing improvements, either with the private contract or by a separate project, at the City's discretion. The cost of the installation of the sanitary sewer main in Rimrock Road from the existing terminus to the western edge of Copper Ridge Subdivision, Fifth Filing will be paid by the City of Billings. No sanitary sewer main will be installed in Rimrock Road west of 70th Street West at this time.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines shall be placed in designated easements outside of the right-of-way and shall be installed underground prior to surface improvements. The location of all such facilities shall be subject to approval of the City Engineer.

VII. PARKS/OPEN SPACE

Section 76-3-621 of the Montana Subdivision and Platting Act covers the park dedication requirement. Additionally, Section 23-1002.B.1 of the City of Billings municipal code covers parkland dedication of major subdivisions. The Seventh Filing has a total of 86 residential lots, requiring a parkland dedication of 1.731 acres. The Subdivider will make a cash in-lieu contribution for the 1.731 acres in lieu of parkland dedication.

VIII. HOMEOWNER'S ASSOCIATIONS

A homeowner's association (HOA) will be established for this subdivision. The HOA will have the following responsibilities:

A. Contact Information

HOA shall provide contact information of the senior board official to the City Engineering Department upon the establishment of the HOA and/or changing of board members.

B. Stormwater Drainage Facilities

The HOA shall be responsible for the maintenance of the on-site stormwater drainage facilities located on Lot 19, Block 1 and Lot 9, Block 3. The HOA shall share the cost of maintenance of the community stormwater facilities.

IX. SOILS/GEOTECHNICAL STUDY

The Subdivider has retained an engineering firm to prepare a geotechnical analysis for this property. A copy of the entire geotechnical report prepared by Rawhide Engineering, Inc., dated July 28, 2017, is available for review at the City Building and/or Planning Division offices. There are variable soil conditions throughout the Subdivision, and the potential exists for collapsible soils within the Subdivision.

A lot specific geotechnical report shall be the responsibility of the lot owner. The Subdivider has contracted with Rawhide Engineering to perform a preliminary geotechnical analysis for this property dated July 28, 2017.

Recommendations from the report include:

1. Approximately 6-inches of surface soils should be stripped and removed from the site, or stockpiled for use in non-structural areas.

2. Fill should be placed and compacted to a minimum of 97 percent relative compaction, in accordance with the ASTM D698 compaction test method.

3. Provide positive drainage away from residences.

4. Street subgrade, utility trenches, parking areas and concrete flatwork subgrade should be placed at a minimum of 97 percent of ASTM D698.

5. A large track hoe or specialized equipment may be required during foundation excavations, depending on the location and depth of the excavation. The boring logs should be reviewed for conditions across the site.

6. Due to the hydro-collapse and settlement potential of native soils on this site, plants should not be placed within 3 feet of foundations. Care should be taken with the landscaping not to create drainage obstructions, such as concrete curbing, which will collect and retain water near the foundations.

7. As noted in the Rawhide Engineering July 28, 2017 report, and in accordance with the International Residential Code, downspouts with 6-foot extensions should be used. Positive drainage away from all foundations should have 6 inches of fall in the first 10 feet away from the foundations. If sufficient room is not available to construct the 10-foot slope, drainage swales should be constructed as far from the foundations as possible.

X. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a private contract secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be installed as approved by the City Engineering Department and Public Works Department, Distribution and Collection Division.

XI. LEGAL PROVISIONS

A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the City of Billings.

B. The owners of the properties involved in this proposed subdivision, by signature subscribed herein below, agree, consent, and shall be bound by the provision of the agreement.

C. The covenants, agreements, and all statements in this agreement apply to and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.

D. In the event it becomes necessary for either party to this agreement to retain an attorney to enforce any of the terms or conditions of this agreement or to give any notice required herein, then the prevailing party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this agreement or any provisions herein shall be made in writing and executed in the same manner as this original document, and shall after execution become a part of this agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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

"SUBDIVIDER" **COPPER RIDGE WEST, INC.**

By: _____

Its: _____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the _____ of **COPPER RIDGE WEST, INC.,** and who acknowledged to me that said company executed the same.

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

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

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

"CITY" **CITY OF BILLINGS, MONTANA**

By:_____
Mayor

Attest:_____
City Clerk

STATE OF MONTANA)
:ss
County of Yellowstone)

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

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

Approved as to Form:

_____
City Attorney

WAIVER OF RIGHTS TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and sole owner of the hereinafter described real property, do hereby waive for a period of 20 years after the date that the final subdivision plat is filed, the right to protest the formation of one or more special improvement district(s) for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements incident to the above which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and are supported by sufficient independent consideration to which the undersigned is a party, and shall run with the land and shall be binding upon the undersigned, its successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

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

Copper Ridge Subdivision, Seventh Filing

"SUBDIVIDER" **COPPER RIDGE WEST, INC.**

By: _____

Its: _____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the _____ of **COPPER RIDGE WEST, INC.**, and who acknowledged to me that said company executed the same.

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

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

CITY OF BILLINGS

THOMAS W. HANEL, MAYOR

P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 687-8296
FAX (406) 657-8390

November 13, 2017

Copper Ridge Development, Corp
175 North 27th Street, Suite 900
Billings, MT 59101

Dear Property Owners:

On November 13, 2017, the Billings City Council conditionally approved the preliminary plat of Copper Ridge Subdivision, 7th Filing, subject to the following conditions of approval:

1. To minimize the effects on local services and ensure public safety, prior to final plat approval the applicant will submit an updated storm water report to City Engineering for review and approval.

2. To minimize effects on local services and to ensure understanding of the use of an easement, prior to final plat approval the applicant will include an easement document for the temporary cul-de-sac at the north end of 70th Street west as shown on the proposed plat.

3. To ensure public safety for fire suppression and access for the City Fire Department, prior to final plat approval the applicant will include language in the SIA regarding construction of the temporary road to be able to support a 40-ton truck in all weather conditions, and that the temporary road will be maintained by the developer until the temporary road is replaced with a hard surface paved road.

4. To ensure public safety and that roads are built to handle increased traffic, prior to final plat approval the applicant will submit an update SIA to City Engineering for review and approval.

5. To ensure correct procedure for providing a cash in lieu contribution, prior to final plat approval the applicant will follow the Billings Subdivision Regulations Section 23-1006 to determine the correct procedure and amount of the contribution to the City for park land cash contribution.

6. To minimize the effects on local service, prior to final plat approval the applicant will coordinate with the USPS to determine what type of deliver system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.

7. 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.

8. 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.

If you have questions please contact Dave Green at (406) 247-8666 or by email at greend@ci.billings.mt.us.

Sincerely,

_____

Thomas W. Hanel, Mayor

Pc: Sanderson Stewart

Consent **1. L. 1.**

Regular City Council Meeting

Meeting Date: 11/13/2017

TITLE: Payment of Claims October 5 & 10, 2017

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

Claims in the amount of $1,639,859.50 have been audited and are presented for City Council payment approval. A complete listing of the claims dated October 5 & 10, 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

Attachments

councilmemo_10.5&10.2017

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	808019	Archie Cochrane	Public Safety	$ 254.64	5224969
10/10/2017	808019	Archie Cochrane	Transit	$ 138.65	AUTO &TRUCK MAINT.ITEMS
10/10/2017	808019	Archie Cochrane	Public Safety	$ (375.00)	5224756
10/10/2017	808019	Archie Cochrane	General	$ 38.25	5224729
10/10/2017	808019	Archie Cochrane	Transit	$ 28.18	AUTO &TRUCK MAINT.ITEMS
10/10/2017	808019	Archie Cochrane	Transit	$ 496.56	AUTO &TRUCK MAINT.ITEMS
10/10/2017	808019	Archie Cochrane	Street/Traffic Oper	$ 354.02	5224098
10/10/2017	808019	Archie Cochrane	Public Safety	$ 254.64	5224513
10/10/2017	808019	Archie Cochrane	Fleet	$ 886.76	5224943 PO NUM 304236
10/10/2017	808019	Archie Cochrane	Transit	$ 26.73	AUTO &TRUCK MAINT.ITEMS
10/10/2017	808019	Archie Cochrane	Transit	$ 489.24	BUS MET PO NUM 304229
10/10/2017	808019	Archie Cochrane	Property Ins	$ 5,423.96	Inv. #843532-1 Police Patrol Car #1586
10/10/2017	808021	Armacost Trane Service Co	Water	$ 3,219.50	Heating and air conditioning repairs
10/10/2017	808021	Armacost Trane Service Co	Wastewater	$ 1,073.17	Heating and air conditioning repairs
10/10/2017	808023	ATS Inland NW LLC	Airport	$ 2,145.00	FY18 Energy Management Services -
10/10/2017	808023	ATS Inland NW LLC	Airport	$ 611.00	FY18 Energy Management Services - QTA
10/10/2017	808031	Big Sky Linen & Uniform	Water	$ 410.81	uniforms and specials
10/10/2017	808031	Big Sky Linen & Uniform	Water	$ 64.34	uniforms and specials
10/10/2017	808031	Big Sky Linen & Uniform	Water	$ 1,046.50	uniforms and specials
10/10/2017	808031	Big Sky Linen & Uniform	Water	$ 488.25	uniforms and specials
10/10/2017	808031	Big Sky Linen & Uniform	Wastewater	$ 19.80	uniforms and specials
10/10/2017	808031	Big Sky Linen & Uniform	Wastewater	$ 800.10	uniforms and specials
10/10/2017	808031	Big Sky Linen & Uniform	Wastewater	$ 325.50	uniforms and specials
10/10/2017	808037	Billings Industrial Revitalization District Inc	Tax Increment East	$ 43,736.50	FY18 1st Quarter
10/10/2017	808040	BONINI ENTERPRISES	Water	$ 18,060.00	Refund-Water SDF
10/10/2017	808040	BONINI ENTERPRISES	Wastewater	$ 9,675.00	Refund-Wastewater SDF
10/10/2017	808040	BONINI ENTERPRISES	Water	$ 722.40	Refund-Water FF
10/10/2017	808040	BONINI ENTERPRISES	Wastewater	$ 387.00	Refund-WW FF
10/10/2017	808042	Brenntag Pacific Inc	Wastewater	$ 2,500.00	CHEMICALS
10/10/2017	808046	Business Tax Section	Water	$ 132.50	DUG RIVER CHANNEL AND SED BASIN
10/10/2017	808046	Business Tax Section	Water	$ 254.50	Repairs Various Water Services 11/04 2016
10/10/2017	808046	Business Tax Section	Airport	$ 27.00	AIP 53 Concourse B Upgrades Restroom &
10/10/2017	808046	Business Tax Section	Wastewater	$ 474.11	WO 17-01 2017 Water & Sewer Sch 3
10/10/2017	808046	Business Tax Section	Airport	$ 3.00	AIP 53 Concourse B Upgrades Restroom &
10/10/2017	808046	Business Tax Section	Water	$ 2,065.68	WO 17-01 2017 Water & Sewer Sch 3
10/10/2017	808048	Century Link	Transit	$ 50.45	406-245-1789 Transit STS
10/10/2017	808048	Century Link	Solid Waste	$ 62.29	406-245-7193 Solid Waste Landfill
10/10/2017	808048	Century Link	Airport	$ 36.52	406-245-1044 Airport Terminal Power M
10/10/2017	808048	Century Link	Street/Traffic Oper	$ 36.52	406-245-9906 PW Traffic Signal 4th 27
10/10/2017	808048	Century Link	Airport	$ 98.12	406-252-9412 Airport

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	808048	Century Link	Solid Waste	$ 115.85	406-245-9820 Solid Waste Landfil
10/10/2017	808048	Century Link	General	$ 36.52	406-657-3014 Parks 3890 Stillwater
10/10/2017	808048	Century Link	Telephone System	$ 2,718.62	406-657-8377 Main System Centrex
10/10/2017	808048	Century Link	Public Safety	$ 49.06	406-655-0728 Fire Maintenance Shop
10/10/2017	808048	Century Link	EOC 911	$ 7,310.30	406-255-9700 E911
10/10/2017	808048	Century Link	Transit	$ 50.45	406-254-7038 MET Transit
10/10/2017	808048	Century Link	Telephone System	$ 75.10	406-248-3329 Airport Measured
10/10/2017	808048	Century Link	Library	$ 226.99	406-245-1579 Library 6 lines
10/10/2017	808048	Century Link	Information Resources	$ 37.29	406-245-4437 Kenco Security Alarm
10/10/2017	808048	Century Link	Public Safety	$ 37.55	406-245-1743 Fire Elevator
10/10/2017	808048	Century Link	EOC 911	$ 0.50	406-255-9702 E911 Backup Line 4 Call
10/10/2017	808048	Century Link	Telephone System	$ 79.27	406-252-3774 BOC Measured
10/10/2017	808048	Century Link	Parking	$ 36.60	406-657-3054 Park 1 Elevator Phone
10/10/2017	808048	Century Link	Public Safety	$ 36.58	406-245-6600 Crime Prevention Alarm
10/10/2017	808048	Century Link	Telephone System	$ 115.79	406-657-3009 PUD Measured
10/10/2017	808048	Century Link	Telephone System	$ 81.61	406-248-9124 Met Measured
10/10/2017	808054	Colstrip Electric Inc	Parks Programs	$ 4,470.00	Repair to lights in North Park. Reimbursed
10/10/2017	808057	Cop Construction Co	Water	$ 204,502.42	WO 17-01 20174 Water & Sewer Sch 3
10/10/2017	808057	Cop Construction Co	Wastewater	$ 46,936.89	WO 17-01 20174 Water & Sewer Sch 3
10/10/2017	808061	County Water District Of Billings Heights	General	$ 1,984.92	Monthly water charges for Hawthorne
10/10/2017	808061	County Water District Of Billings Heights	Public Safety	$ 671.50	SPRING/SUMMER: WATER SERVICE
10/10/2017	808061	County Water District Of Billings Heights	Street/Traffic Oper	$ 38.95	water at hilltop and bench
10/10/2017	808061	County Water District Of Billings Heights	Wastewater	$ 736.13	1840 St Andrews
10/10/2017	808061	County Water District Of Billings Heights	Parks Maintenance	$ 1,882.71	Monthly water charges for Uinta
10/10/2017	808061	County Water District Of Billings Heights	Parks Maintenance	$ 710.32	Monthly water charges for Rolling Hills
10/10/2017	808061	County Water District Of Billings Heights	Parks Maintenance	$ 590.36	Monthly water charges for Luthern
10/10/2017	808061	County Water District Of Billings Heights	General	$ 2,430.75	Monthly water charges for Primrose
10/10/2017	808061	County Water District Of Billings Heights	Parks Maintenance	$ 1,996.19	Monthly water charges for Twin Oaks
10/10/2017	808061	County Water District Of Billings Heights	General	$ 400.04	Monthly water charges for Cleavenger
10/10/2017	808061	County Water District Of Billings Heights	General	$ 1,549.46	Monthly water charges for Arrowhead
10/10/2017	808061	County Water District Of Billings Heights	Parks Maintenance	$ 1,922.29	Monthly water charges for Walden Grove
10/10/2017	808061	County Water District Of Billings Heights	General	$ 20.85	Monthly water charges for Arrowhead
10/10/2017	808061	County Water District Of Billings Heights	Parks Maintenance	$ 1,175.19	Monthly water charges for France's
10/10/2017	808070	DBT Transporation Services LLC	Airport	$ 3,222.00	Invoice #2808. Repairs to Runway sensor
10/10/2017	808072	Desert Mountain Corporation	Street/Traffic Oper	$ 5,060.49	ice slicer used to melt snow on streets
10/10/2017	808072	Desert Mountain Corporation	Street/Traffic Oper	$ 5,113.94	ice slicer used to melt snow on streets
10/10/2017	808073	Dixie Petro-Chem	Water	$ 3,192.00	WATER PARTS AND SUPPLIES PO NUM
10/10/2017	808073	Dixie Petro-Chem	Water	$ 3,192.00	WATER PARTS AND SUPPLIES PO NUM
10/10/2017	808075	Donnes Inc	Water	$ 13,117.50	Dug River Channel and Sed Basin
10/10/2017	808087	First Montana Title Co	CDBG	$ 10,000.00	FTHB Amanda Baxter 1204 Eldorado Drive

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	808094	General Contractors Construction Company Inc	Airport	$ 2,673.00	AIP 53 Concourse B Upgrades Restroom &
10/10/2017	808094	General Contractors Construction Company Inc	Airport	$ 297.00	AIP 53 Concourse B Upgrades Restroom &
10/10/2017	808102	HDR, Inc.	Solid Waste	$ 34,564.90	WO 17-12 Landfill Drop-off Facility
10/10/2017	808102	HDR, Inc.	Water	$ 3,835.66	WO 15-21 Logan Reservoir/Pump Station
10/10/2017	808108	InfoSend Inc	Water	$ 8,122.28	STATEMENTS AND POSTAGE
10/10/2017	808108	InfoSend Inc	Water	$ 2,075.69	STATEMENTS AND POSTAGE
10/10/2017	808108	InfoSend Inc	Wastewater	$ 5,414.86	STATEMENTS AND POSTAGE
10/10/2017	808108	InfoSend Inc	Wastewater	$ 1,383.80	STATEMENTS AND POSTAGE
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 96.00	30121679
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 40.97	30137209
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 15.00	30137209
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 49.63	30137209
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 15.34	30121678
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 9.59	3179955
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 16.49	30179954
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 189.18	30179954
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 172.63	30179954
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 120.72	30179954
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 194.44	30179954
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 136.37	30179954
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 20.65	30179953
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 42.56	30179953
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 23.64	30282340
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 59.15	30282339
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 17.11	30282339
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 11.79	30282339
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 50.09	30282337
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 46.75	30282338
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 49.50	30282338
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 83.71	30282338
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 561.79	30179956
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 74.95	30282342
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 44.00	30282341
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 77.27	30282341
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 10.61	30282341
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 47.97	30303266
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 58.25	30303266
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 22.00	30282343
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 26.25	30304795
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 21.99	30304796

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 115.89	30304796
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 71.36	30304796
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 27.50	30304797
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 33.04	30304797
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 27.58	30304797
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 27.30	30304797
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 23.87	30304797
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 406.65	30304798
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 104.31	30304798
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 19.25	30304799
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 59.96	30304800
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 21.99	3065885
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 17.67	3065885
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 326.69	30482293
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 21.99	30482292
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 11.21	30482291
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 16.77	30482290
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 651.78	30482289
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 144.46	30482288
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 101.90	30482287
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 50.33	30482285
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 22.00	30482286
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 33.04	30482286
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 32.44	30482286
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 33.11	30482284
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 15.34	30482283
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 16.51	30482282
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 15.92	30482282
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 11.20	30482282
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 10.17	30482281
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 13.79	30482280
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 20.89	30482279
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 245.90	30421340
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 10.61	3421339
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 74.34	30421338
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 66.21	30421337
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 24.55	30421337
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 16.49	30421335
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 75.01	30421335
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 503.05	30421335

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 24.27	30421336
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 84.55	30421336
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 19.80	30421336
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 37.52	30421336
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 32.48	30421336
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 8.24	30421333
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 193.25	30421334
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 15.90	30365886
10/10/2017	808109	Ingram Library Services Inc.	Library	$ 21.99	30365887
10/10/2017	808110	Inland Truck Parts Co	Solid Waste	$ 3,968.60	55922
10/10/2017	808110	Inland Truck Parts Co	Street/Traffic Oper	$ 89.72	55389
10/10/2017	808110	Inland Truck Parts Co	Street/Traffic Oper	$ 76.07	55449
10/10/2017	808110	Inland Truck Parts Co	Street/Traffic Oper	$ 72.30	55451
10/10/2017	808110	Inland Truck Parts Co	Street/Traffic Oper	$ 85.95	55451
10/10/2017	808115	Jay's Waterline Repair	Water	$ 4,900.00	569 Sahara Dr water repair service
10/10/2017	808115	Jay's Waterline Repair	Water	$ 4,900.00	671 Republic water service repair
10/10/2017	808118	Kampgrounds of America Inc	Tax Increment N 27th	$ 15,000.00	TIF assistance - KOA
10/10/2017	808151	Montana Dakota Utilities CNG	Fleet	$ 7,983.74	101217 PO NUM 304230
10/10/2017	808152	Montana Department Of Corrections	Police Programs	$ 10,380.63	Reimbursement of Forfeited funds for
10/10/2017	808154	Montana Municipal Interlocal Authority	Property Ins	$ 23,082.00	3rd & 4th quarters 2016 premium shortage
10/10/2017	808155	Montana Municipal Interlocal Authority	Sidewalk Debt Svc	$ 535,931.83	Workers' Compensation Program
10/10/2017	808160	Motor Power Equipment Co.	General	$ 5,933.24	111747
10/10/2017	808160	Motor Power Equipment Co.	Fleet	$ 265.04	189647 PO NUM 304266
10/10/2017	808162	Napa Auto Parts	Transit	$ (36.00)	AUTO &TRUCK MAINT.ITEMS
10/10/2017	808162	Napa Auto Parts	General	$ 15.59	879618
10/10/2017	808162	Napa Auto Parts	Fleet	$ 328.25	880714 PO NUM 304231
10/10/2017	808162	Napa Auto Parts	General	$ 14.75	882677
10/10/2017	808162	Napa Auto Parts	Fleet	$ 55.90	883042 PO NUM 304276
10/10/2017	808162	Napa Auto Parts	Transit	$ 165.04	BUS MET PO NUM 304227
10/10/2017	808162	Napa Auto Parts	Street/Traffic Oper	$ 71.88	879755
10/10/2017	808162	Napa Auto Parts	Water	$ 66.69	882678
10/10/2017	808162	Napa Auto Parts	Fleet	$ 18.48	883042 PO NUM 304276
10/10/2017	808162	Napa Auto Parts	Transit	$ 306.12	AUTO &TRUCK MAINT.ITEMS
10/10/2017	808162	Napa Auto Parts	Street/Traffic Oper	$ 9.12	879833
10/10/2017	808162	Napa Auto Parts	General	$ 55.33	882691
10/10/2017	808162	Napa Auto Parts	Fleet	$ 16.12	883061 PO NUM 304276
10/10/2017	808162	Napa Auto Parts	Public Safety	$ 251.84	880689
10/10/2017	808162	Napa Auto Parts	General	$ 73.51	882819
10/10/2017	808162	Napa Auto Parts	Fleet	$ 63.88	883102 PO NUM 304276
10/10/2017	808162	Napa Auto Parts	Public Safety	$ 59.83	880805

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	808162	Napa Auto Parts	General	$ 122.15	883014
10/10/2017	808162	Napa Auto Parts	Public Safety	$ 68.38	880708
10/10/2017	808162	Napa Auto Parts	Fleet	$ 184.88	882860
10/10/2017	808162	Napa Auto Parts	Fleet	$ 22.40	883740 PO NUM 304276
10/10/2017	808162	Napa Auto Parts	Public Safety	$ 85.08	880904
10/10/2017	808162	Napa Auto Parts	Solid Waste	$ 47.97	883098
10/10/2017	808162	Napa Auto Parts	Public Safety	$ 12.84	880930
10/10/2017	808162	Napa Auto Parts	Solid Waste	$ 32.91	883135
10/10/2017	808162	Napa Auto Parts	Solid Waste	$ 13.68	880930
10/10/2017	808162	Napa Auto Parts	Public Safety	$ 133.38	883219
10/10/2017	808162	Napa Auto Parts	Street/Traffic Oper	$ 41.01	880940
10/10/2017	808162	Napa Auto Parts	General	$ (11.46)	883351
10/10/2017	808162	Napa Auto Parts	Fleet	$ 11.86	880933
10/10/2017	808162	Napa Auto Parts	Fleet	$ 46.74	883309
10/10/2017	808162	Napa Auto Parts	Public Safety	$ (130.39)	885569
10/10/2017	808162	Napa Auto Parts	Public Safety	$ 16.50	884812
10/10/2017	808162	Napa Auto Parts	Public Safety	$ 193.36	884812
10/10/2017	808162	Napa Auto Parts	Street/Traffic Oper	$ 110.47	884737
10/10/2017	808162	Napa Auto Parts	General	$ 2.72	884216
10/10/2017	808162	Napa Auto Parts	Street/Traffic Oper	$ 44.39	881144
10/10/2017	808162	Napa Auto Parts	Fleet	$ (92.44)	883351
10/10/2017	808162	Napa Auto Parts	Engineering	$ 16.14	881270
10/10/2017	808162	Napa Auto Parts	Solid Waste	$ 44.54	883807
10/10/2017	808162	Napa Auto Parts	General	$ 55.51	881595
10/10/2017	808162	Napa Auto Parts	Street/Traffic Oper	$ 508.46	883948
10/10/2017	808166	NorthWestern Energy	General	$ 5.85	1230066-1
10/10/2017	808166	NorthWestern Energy	General	$ 914.48	1160780-1
10/10/2017	808166	NorthWestern Energy	General	$ 237.46	1141284-8
10/10/2017	808166	NorthWestern Energy	General	$ 1.45	1409394-2
10/10/2017	808166	NorthWestern Energy	Parks Maintenance	$ 0.77	1312707-1
10/10/2017	808166	NorthWestern Energy	Parks Maintenance	$ 6.70	1564209-3
10/10/2017	808166	NorthWestern Energy	General	$ 24.67	1635289-0
10/10/2017	808166	NorthWestern Energy	General	$ 38.54	1692666-9
10/10/2017	808166	NorthWestern Energy	Street/Traffic Oper	$ 11.45	1738989-1
10/10/2017	808166	NorthWestern Energy	Street/Traffic Oper	$ 7.31	2047000-1
10/10/2017	808166	NorthWestern Energy	General	$ 7.56	1902257-3
10/10/2017	808166	NorthWestern Energy	Wastewater	$ 30.51	1704030-4
10/10/2017	808166	NorthWestern Energy	Wastewater	$ 9.27	1704025-4
10/10/2017	808166	NorthWestern Energy	Radio	$ 161.79	1006915-1
10/10/2017	808166	NorthWestern Energy	Parks Maintenance	$ 1.00	0971824-8

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	808166	NorthWestern Energy	General	$ 5.97	0920801-8
10/10/2017	808166	NorthWestern Energy	Wastewater	$ 633.75	0723878-5
10/10/2017	808166	NorthWestern Energy	General	$ 40.00	0722277-1
10/10/2017	808166	NorthWestern Energy	General	$ 223.91	0722256-5
10/10/2017	808166	NorthWestern Energy	Wastewater	$ 147.76	0723383-6
10/10/2017	808166	NorthWestern Energy	Water	$ 9.44	0722249-0
10/10/2017	808166	NorthWestern Energy	General	$ 1,096.01	0720841-6
10/10/2017	808166	NorthWestern Energy	General	$ 73.23	0712539-6
10/10/2017	808166	NorthWestern Energy	Library	$ 8,716.07	Electric usage
10/10/2017	808166	NorthWestern Energy	General	$ 1,368.61	Electrical charges for office
10/10/2017	808166	NorthWestern Energy	P.W. Admin	$ 213.12	Electricity
10/10/2017	808166	NorthWestern Energy	Engineering	$ 852.48	Electricity
10/10/2017	808166	NorthWestern Energy	Water	$ 338.65	805 Constitution
10/10/2017	808166	NorthWestern Energy	Public Safety	$ 421.16	0100477-9: FIRE 6 MONTHLY
10/10/2017	808166	NorthWestern Energy	Water	$ 2,168.17	0100478-7
10/10/2017	808166	NorthWestern Energy	Street/Traffic Oper	$ 7.31	2047011-8
10/10/2017	808166	NorthWestern Energy	Wastewater	$ 2,077.24	2132749-9
10/10/2017	808166	NorthWestern Energy	General	$ 16.48	3020837-5
10/10/2017	808166	NorthWestern Energy	Parks Maintenance	$ -	1396192-5
10/10/2017	808168	Open Automation Software Inc	Water	$ 4,756.68	Control System data and historian
10/10/2017	808174	Petty Cash CCSIU	Police Programs	$ 3,510.18	Reimbursement of purchase
10/10/2017	808185	RDO Equipment Co.	General	$ 3,199.34	Equipment rental for park usage
10/10/2017	808187	Rhomar Industries Inc	Street/Traffic Oper	$ 3,069.47	55 gal drum of lubra seal
10/10/2017	808190	Rimrock Tire Inc	Street/Traffic Oper	$ 18.00	5-104433
10/10/2017	808190	Rimrock Tire Inc	Street/Traffic Oper	$ 518.60	5-GS104337
10/10/2017	808190	Rimrock Tire Inc	Street/Traffic Oper	$ 292.00	5-GS104402
10/10/2017	808190	Rimrock Tire Inc	Street/Traffic Oper	$ 1,198.65	5-104489
10/10/2017	808190	Rimrock Tire Inc	Public Safety	$ 1,653.60	5-GS104372
10/10/2017	808190	Rimrock Tire Inc	Public Safety	$ 1,505.40	5-GS104456
10/10/2017	808190	Rimrock Tire Inc	Street/Traffic Oper	$ 187.95	5-104508
10/10/2017	808190	Rimrock Tire Inc	Street/Traffic Oper	$ 33.28	5-104513
10/10/2017	808190	Rimrock Tire Inc	Public Safety	$ 597.36	5-GS104405
10/10/2017	808190	Rimrock Tire Inc	Street/Traffic Oper	$ 28.95	5-104371
10/10/2017	808190	Rimrock Tire Inc	Street/Traffic Oper	$ 148.66	5-104548
10/10/2017	808190	Rimrock Tire Inc	Street/Traffic Oper	$ 67.95	5-104401
10/10/2017	808190	Rimrock Tire Inc	General	$ 102.96	5-104578
10/10/2017	808190	Rimrock Tire Inc	General	$ 191.96	5-104385
10/10/2017	808190	Rimrock Tire Inc	General	$ 102.96	5-104577
10/10/2017	808190	Rimrock Tire Inc	Street/Traffic Oper	$ 344.00	5-104465
10/10/2017	808192	Riverstone Health	General	$ 11,250.00	Air Pollution Control July-September 2017

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	808199	Skycon Inc	Airport	$ 4,788.75	Invoice #1306. P.M. on Jet Bridges
10/10/2017	808203	Solid Waste Systems Inc	Solid Waste	$ 934.09	99431
10/10/2017	808203	Solid Waste Systems Inc	Solid Waste	$ 1,808.85	98823
10/10/2017	808203	Solid Waste Systems Inc	Fleet	$ 295.74	98823 PO NUM 304232
10/10/2017	808203	Solid Waste Systems Inc	Solid Waste	$ 71.71	98823
10/10/2017	808212	Sunset Excavation	Water	$ 25,195.50	Various Water Service Problems water list
10/10/2017	808212	Sunset Excavation	Water	$ 1,075.00	179 Erickson Crt
10/10/2017	808212	Sunset Excavation	Water	$ 300.00	Repair curb box 36 Orchard Ln
10/10/2017	808212	Sunset Excavation	Water	$ 4,850.00	replaced water service 674 Tabriz
10/10/2017	808212	Sunset Excavation	Water	$ 800.00	Concrete work & panel replaced at 3203
10/10/2017	808215	Terracon Consultants Inc.	EOC 911	$ 3,500.00	Quality Assurance testing for the 911 Center
10/10/2017	808216	The Babcock LLC	General	$ 24,733.78	Mar-Sept 2017 Management Fees for the
10/10/2017	808218	Titan Machinery Inc	Street/Traffic Oper	$ 2,330.00	brooms for sweepers
10/10/2017	808218	Titan Machinery Inc	Street/Traffic Oper	$ 182.00	9902369
10/10/2017	808218	Titan Machinery Inc	Water	$ 263.50	WATER PARTS AND SUPPLIES PO NUM
10/10/2017	808218	Titan Machinery Inc	Street/Traffic Oper	$ 12.92	9902369
10/10/2017	808220	TNT Springs Inc	Wastewater	$ 157.90	169524
10/10/2017	808220	TNT Springs Inc	Solid Waste	$ 48.50	169520
10/10/2017	808220	TNT Springs Inc	Fleet	$ 399.44	169524 PO NUM 304272
10/10/2017	808220	TNT Springs Inc	Wastewater	$ 157.90	169520
10/10/2017	808220	TNT Springs Inc	Fleet	$ 1,513.18	169520 PO NUM 304272
10/10/2017	808220	TNT Springs Inc	Solid Waste	$ 538.72	169524
10/10/2017	808221	Town & Country Supply Association	Fleet	$ 13,836.89	301587 PO NUM 304274
10/10/2017	808221	Town & Country Supply Association	Airport	$ 20,926.65	Invoice #300316. Unleaded & Diesel fuel for
10/10/2017	808221	Town & Country Supply Association	Water	$ 356.29	NONSTOCKING ITEMS-P.U.D.
10/10/2017	808221	Town & Country Supply Association	Fleet	$ 7,487.94	302923 PO NUM 304274
10/10/2017	808222	Tractor & Equipment Co.	Solid Waste	$ 1,788.28	BLW00178645
10/10/2017	808222	Tractor & Equipment Co.	Solid Waste	$ 1,856.40	BLW00178739
10/10/2017	808222	Tractor & Equipment Co.	Solid Waste	$ 523.35	BLW00178597
10/10/2017	ACH	U.S. Bank PCards	Water	$ 13.22	Fastenal Company01 - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 377.61	Fastenal Company01 - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 16.25	Fastenal Company01 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 15.25	Fastenal Company01 - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 32.72	Fastenal Company01 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 240.00	Int'L Code Council Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 240.00	Int'L Code Council Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 82.94	Filingsuppliescom Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 1,843.64	Allegra - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 71.25	Graphic Imprints Awards - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 909.27	Rdo Equipment Co - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	General	$ 1,097.82	Rdo Equipment Co - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 750.00	Safetech - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ (750.00)	Safetech - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 750.00	Safetech - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 14.99	City Brew Coffee #7 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 14.99	City Brew Coffee #7 - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 399.96	Hp *Hp.Com Store - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 130.66	Pcm Tigerdirect - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 2,362.90	Pcm Tigerdirect - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 493.71	Pcm Tigerdirect - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 269.51	Pcm Tigerdirect - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 24.33	Wesspur Tree & Equipment - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 228.50	Lexisnexis Risk Dat - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 29.64	The Ups Store 2594 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 115.01	The Ups Store 2594 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 19.54	Ups*1Zl280Gt0300022816 - PCard
10/10/2017	ACH	U.S. Bank PCards	Information Resources	$ 5.80	Ups*2938A30Q1Rp - Pcard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 5.80	Ups*2958A47B5Dm - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 12.09	The Ups Store 4741 - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 18.46	Oreilly Auto #1548 - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 5.00	Oreilly Auto #1548 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 174.64	Oreilly Auto #1551 - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 16.79	Oreilly Auto #1551 - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 583.50	Oreilly Auto #1551 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 28.97	Wpsg, Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 465.09	Wpsg, Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 360.00	Stanley Steemer/Bllngs - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 400.00	Stanley Steemer/Bllngs - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 550.00	Stanley Steemer/Bllngs - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 828.32	Sherwin Williams #3429 - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 84.86	Sherwin Williams 703429 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 192.00	Cph And Associates - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 62.60	Usa Communications - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 108.16	Usa Communications - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 150.72	Ww Grainger - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 11.38	Ww Grainger - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 6.67	Ww Grainger - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 138.83	Ww Grainger - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 15.79	Ww Grainger - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 69.12	Ww Grainger - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	Water	$ 124.08	Ww Grainger - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 57.92	Ww Grainger - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 83.17	Ww Grainger - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 95.85	Ww Grainger - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 31.95	Ww Grainger - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 158.96	Ww Grainger - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 31.25	Ww Grainger - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ (31.25)	Ww Grainger - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 34.08	Ww Grainger - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 164.48	Ww Grainger - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 135.12	Ww Grainger - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ (69.12)	Ww Grainger - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 11.67	Ww Grainger - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 125.63	Ww Grainger - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 25.30	Ww Grainger - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 49.97	Ww Grainger - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 102.10	Ww Grainger - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 49.05	Ww Grainger - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 508.69	Ww Grainger - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 77.75	Mt Gov Online Trns - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 198.00	Mt Gov Online Trns - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 590.09	Alaska Air 0272149972825 - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 274.90	Alaska Air 0272150779016 - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 310.89	Alaska Air 0272150980388 - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 310.89	Alaska Air 0272150987114 - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 310.89	Alaska Air 0272150989206 - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 542.00	The Mat Store - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 61.56	Bridger Steel Billings - PCard
10/10/2017	ACH	U.S. Bank PCards	Fire Grants	$ 862.46	Avis Rent-A-Car 1 - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 38.53	Exxonmobil 45376688 - PCard
10/10/2017	ACH	U.S. Bank PCards	P.W. Admin	$ 39.71	Exxonmobil 45907904 - PCard
10/10/2017	ACH	U.S. Bank PCards	City County Planning	$ 28.00	Expedia 7290551037429 - Pcard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 303.95	Snap-On Tools Eforseth - PCard
10/10/2017	ACH	U.S. Bank PCards	CDBG	$ 39.00	Bnp*Media Subscription - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 139.24	Tfs*Fishersci Ecom Hus - PCard
10/10/2017	ACH	U.S. Bank PCards	Fleet	$ 222.61	The D Advance Deposits - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 1,259.99	Cci*Hotel@Getaroom - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 250.00	American Water Technologi - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 25.50	American Water Technologi - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 7.00	Dollar Tree - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 408.00	Thomson West*Tcd - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 1,057.09	Thomson West*Tcd - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 17.90	Solo, Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 100.00	Currents - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ (100.00)	Currents - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 318.60	American Air0017000621110 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 381.10	American Air0018651997478 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 13.60	American Air0010656894765 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 21.76	American Air0010657585009 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 509.10	American Air0012145755114 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 458.10	American Air0012145978403 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 436.10	American Air0012147616513 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 124.00	Lisacs Billingstire Sp - PCard
10/10/2017	ACH	U.S. Bank PCards	Police Programs	$ 52.40	Old Chicago Billings - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 299.26	State Supply Co - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 373.35	State Supply Co - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 1,187.94	La Police Gear - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 27.57	Candy Town Usa - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 38.90	Powercall Sirens - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 70.75	Seva - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ (79.78)	Usmarkerboard - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 313.05	Edgeworksma - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 40.27	Hubert Company - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 447.42	Hilton Eugene - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 46.50	Torgersons Billings 01010 - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 724.62	Hotels.Com141516536699 - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 724.62	Hotels.Com141521552743 - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 724.62	Hotels.Com141521648664 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 25.62	Sams Club #4805 - PCard
10/10/2017	ACH	U.S. Bank PCards	EOC 911	$ 55.14	Sams Club #4805 - PCard
10/10/2017	ACH	U.S. Bank PCards	EOC 911	$ 32.92	Samsclub #4805 - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 35.25	Samsclub #4805 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 10.98	Samsclub #4805 - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 21.46	Samsclub #4805 - PCard
10/10/2017	ACH	U.S. Bank PCards	City Health Ins Fund	$ 395.00	Welcoa Online - Pcard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 52.91	Edge Construction Supp - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 140.57	Edge Construction Supp - PCard
10/10/2017	ACH	U.S. Bank PCards	CDBG	$ 119.67	Pita Pit - 14-025-Mt E - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 136.86	Pita Pit - 14-025-Mt - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 38.34	Conoco - High Country Tra - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	Water	$ 29.29	U.S. Plastic Corporation - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 29.00	Smk*Surveymonkey.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	CDBG	$ 6.95	American Meadows - PCard
10/10/2017	ACH	U.S. Bank PCards	CDBG	$ 37.41	Paw*Evelyn Hammond - PCard
10/10/2017	ACH	U.S. Bank PCards	Parks Programs	$ 209.00	International Bronze Plaq - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 232.45	Internation - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 60.00	Travelocity*7297027112 - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 117.63	Hilton Garden Inn, Great - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 507.36	Lodge At Whitefish Lake L - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 401.62	Sherwin Industries - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 294.00	Owpsacstate - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 36.18	Vistapr*Vistaprint.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 1.89	Vistapr*Vistaprint.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 11.95	Conoco - Dons Car Wash 4 - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 50.94	Ferguson Ent #3027 - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 238.81	Ferguson Ent #3027 - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 45.69	Ferguson Ent #3027 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 147.38	Ferguson Ent 2006 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 28.62	Travel Insurance Policy - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 180.00	Idmtasla - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 241.56	Keg Technologies, Inc. - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 227.63	Street Hockey King - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 97.70	Tecre Co., Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 1,080.00	Cps 6543 - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 800.00	Cps 6543 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 106.33	Fedex 787664310144 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 7.49	Fedexoffice 00016089 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 528.73	Fedexoffice 00016089 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 13.50	Fedexoffice 00016089 - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 34.09	Probuild N #409 - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 57.23	Probuild N #409 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ (767.00)	Automationdirect.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 23.95	Ceuplan - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 23.95	Ceuplan - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 28.90	Ceuplan - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 138.98	Sensidyne Lp - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 47.95	Unoclean - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 552.89	Unoclean - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 17.10	Plug N Pay Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 23.13	Alibris Books - PCard

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10/10/2017	ACH	U.S. Bank PCards	General	$ 27.47	Grains Of Montana - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 136.67	Garda Cl - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 118.46	Cenex Zip Trip07082696 - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 97.11	Cenex Zip Trip07082696 - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 150.00	Cenex Zip Trip07082696 - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 65.82	Cenex Zip Trip07082696 - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 131.61	Cenex Zip Trip07082696 - PCard
10/10/2017	ACH	U.S. Bank PCards	Fire Grants	$ 33.57	Chevron 0356977 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 296.22	Comfort Suites Bozeman - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 53.09	Technique Data Systems - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 35.39	Technique Data Systems - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 98.69	Rugged Computing - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 55.01	Rugged Computing - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 59.79	American Weldi - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 35.37	American Weldi - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 109.23	American Weldi - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 73.87	American Weldi - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 33.00	Aqua Systems Of Montana - PCard
10/10/2017	ACH	U.S. Bank PCards	Police Programs	$ 9.45	Facebk *2Yuqnd6Tf2 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 163.23	Facebk *7K27Rd6Rf2 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 28.59	Facebk *9Wk2Ldwtf2 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 6.41	Facebk *Bwk2Ldwtf2 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 8.64	Facebk *Ck27Rd6Rf2 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 45.06	Facebk *Phuhbdakf2 - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 315.54	Shelving Com - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 13.05	Schnitzer Steel Billings - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 169.34	Montana Waterworks - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 1,674.32	Tidal Wave Car Wash - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 1,912.97	Tidal Wave Car Wash - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 32.25	Theburgerdive - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 318.10	Team Eagle Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	CDBG	$ 170.00	Billingsescaperoom.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	City County Planning	$ 644.25	Intercontinental St Pau - Pcard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 600.00	Paypal *Billingsare - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 38.00	Paypal *Childsplayi - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 825.00	Paypal *Iglobalserv - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 2,000.00	Paypal *Isarmc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 215.00	Paypal *Isarmc - PCard
10/10/2017	ACH	U.S. Bank PCards	City County Planning	$ 195.00	Paypal *Map - Pcard
10/10/2017	ACH	U.S. Bank PCards	City County Planning	$ 195.00	Paypal *Map - Pcard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	General	$ 40.00	Paypal *Yvc Shrm - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 50.00	Paypal *Yvc Shrm - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 191.81	Purvis Industries 68 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 30.00	Ceu School - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 495.00	Varidesk - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 44.75	Aaim Solutions - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 32.50	Aaim Solutions - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 49.57	Norco Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 94.89	Norco Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 136.56	Norco Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 37.41	Norco Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 93.96	Norco Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 69.24	Norco Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 1,295.00	Norco Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 1,000.00	Transportation Security - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 53.90	Jimmy Johns - 1646 - E - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 103.75	Jimmy Johns - 3082 - Moto - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 8.27	Conoco - Mcfinys 2 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 500.00	Msu Northern - Tuition - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 250.00	Msu Northern - Tuition - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 70.60	Alsco Inc. - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 19.53	Alsco Inc. - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 97.30	Alsco Inc. - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 70.94	Alsco Inc. - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 20.48	Alsco Inc. - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 4.18	Alsco Inc. - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 146.09	Ecolab Pest As400 - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 153.72	Ecolab Pest Cs - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 101.77	Ecolab Pest Cs - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 86.77	Ecolab Pest Cs - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 153.72	Ecolab Pest Elimination - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 101.77	Ecolab Pest Elimination - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 175.75	Ecolab Pest Elimination - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 86.77	Ecolab Pest Elimination - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 96.41	Ecolab Pest Elimination - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 130.00	Legionsafet - PCard
10/10/2017	ACH	U.S. Bank PCards	Fleet	$ 363.00	Oil Price Info Serv - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ (265.50)	Billings Hotel & Convent - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 1,761.15	Billings Hotel & Convent - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 109.05	360 Office Solutions Inc - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 72.70	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 7.00	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 4.67	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 28.57	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 69.60	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 122.39	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ (105.98)	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Engineering	$ 185.77	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Engineering	$ 780.00	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 520.00	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Central Services	$ 221.40	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	CDBG	$ 77.48	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Building Inspection	$ 53.08	360 Office Solutions Inc - Pcard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 71.40	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	P.W. Admin	$ 156.00	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 11.90	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 7.93	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 14.68	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 9.79	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 37.95	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 25.30	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 63.23	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 42.15	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 224.67	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Fleet	$ 16.31	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 91.98	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 28.56	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 150.26	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 100.18	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 20.98	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 40.87	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 12.28	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 11.51	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 11.52	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 11.87	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 25.85	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 39.04	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 5.00	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 5.00	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 130.00	360 Office Solutions Inc - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	General	$ 26.52	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 13.95	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 14.12	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 61.19	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 164.70	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 109.80	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 44.90	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 154.01	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 727.00	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	City County Planning	$ 241.55	360 Office Solutions Inc - Pcard
10/10/2017	ACH	U.S. Bank PCards	General	$ 92.30	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Engineering	$ 113.40	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Central Services	$ 174.50	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Central Services	$ 34.90	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Central Services	$ 186.50	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 246.19	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 23.48	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 183.89	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 96.54	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 31.12	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 83.19	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 410.99	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Building Inspection	$ 78.28	360 Office Solutions Inc - Pcard
10/10/2017	ACH	U.S. Bank PCards	Building Inspection	$ 105.77	360 Office Solutions Inc - Pcard
10/10/2017	ACH	U.S. Bank PCards	Municipal Court Grants	$ 1,167.11	360 Office Solutions Inc - Pcard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 93.01	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 45.26	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 105.71	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 245.30	360 Office Solutions Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 16.99	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 19.08	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 16.76	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 15.45	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 7.18	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 20.67	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 12.58	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 23.38	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 8.62	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 9.88	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 9.99	Kings Ace Hdwe - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	Water	$ 23.23	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 24.99	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 59.99	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 9.98	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 51.96	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 34.98	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 39.96	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 25.98	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 9.95	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 95.96	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 13.15	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 6.99	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 26.95	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 60.00	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 7.19	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 4.79	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 11.98	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 3.98	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 45.98	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 55.96	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 16.79	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 19.58	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 45.90	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 35.97	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 20.55	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 16.32	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 1.45	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 2.69	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 1.99	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 17.98	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 4.99	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 19.98	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 3.78	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 9.99	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 499.95	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 13.98	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 599.95	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 17.26	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 28.23	Heartland Paper Company - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 128.00	Heartland Paper Company - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 114.28	Heartland Paper Company - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 42.00	Heartland Paper Company - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 250.00	Excel Services - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 125.00	Excel Services - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 125.00	Excel Services - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 113.00	Ex *Blundstone 3648510 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 125.00	Jims Auto Repair - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 125.00	Jims Auto Repair - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 125.00	Jims Auto Repair - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 1,575.28	Knife River 5601 - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 368.46	Knife River 5601 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 174.00	Knife River 5601 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 187.60	Knife River 5601 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 150.00	Tesla'S Cellular Repair - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 155.45	In *Billings Precast - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ (22.20)	In *Caliber Equipment Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 720.51	In *Canyon Creek Nursery - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 300.00	In *E-Hazard.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 300.00	In *E-Hazard.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 1,250.00	In *E-Hazard.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 1,250.00	In *E-Hazard.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 1,250.00	In *E-Hazard.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 1,250.00	In *E-Hazard.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	Police Programs	$ 300.00	In *Gibson Advertising, M - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 740.00	In *Mjr Industries Inc. - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 80.00	In *Mjr Industries Inc. - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 15.20	Zeecreative - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ (100.00)	Absaroka River Adventures - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 838.00	American Truckboxes - - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 125.00	Spencers Towing - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 795.78	Brownells Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 125.00	Budget Towing - PCard
10/10/2017	ACH	U.S. Bank PCards	Police Programs	$ 80.70	Tlo Transunion - PCard
10/10/2017	ACH	U.S. Bank PCards	CDBG	$ 36.95	Credit Technologies, Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	CDBG	$ 16.00	Credit Technologies, Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	CDBG	$ 36.95	Credit Technologies, Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 559.00	Varec Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 4.59	Leslies Hallmark 12 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 165.98	Neopost Usa - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 110.66	Neopost Usa - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 365.00	Sq *Billings Carpet & Wat - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 57.50	Sq *Camera Cottage, - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 135.00	Sq *Carol Staben Bu - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 271.32	Sq *Mt Mobile Shredding - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 50.00	Sq *Skyline Services, Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 15.00	Sq *Skyline Services, Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 120.00	Sq *Skyline Services, Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 30.00	Sq *Skyline Services, Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 55.00	Sq *Skyline Services, Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 635.00	Sq *Steri Steam Llc. - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 24.50	Sq *Velvet - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 92.00	Sq *Yellowstone Cou - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 141.02	Charter Comm - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 53.16	Firstaidsuppliesonl - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 81.00	Volgistics Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 217.00	Silver Threads - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 1,332.00	The Iris Companies - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 900.00	Noregon Systems, In - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 916.92	Mwi Veterinary Supply Co - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 99.00	Beck Seminars - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 125.00	Kc Towing & Repair Svc - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 113.31	Parts4Heatingcom - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 46.00	Badgeandwallet - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 944.00	Billings Ink And Toner - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 83.01	Cityservicevalcon Llc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 2,500.00	Usa Football - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 850.00	Usa Football - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 1,168.00	Midland Mechanical Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 1,125.00	Horizon Landscaping And S - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 375.00	Horizon Landscaping And S - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 36.21	Tacoma Screw Products B - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 25.28	Tacoma Screw Products B - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 82.98	Tacoma Screw Products B - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 48.91	Tacoma Screw Products B - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 66.84	Tacoma Screw Products B - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 50.72	Tacoma Screw Products B - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 8.84	Tacoma Screw Products B - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 15.09	Tacoma Screw Products B - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 76.30	Tacoma Screw Products B - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 52.03	Tacoma Screw Products B - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 78.97	Tacoma Screw Products B - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 49.67	Tacoma Screw Products B - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 20.83	Northwest Industrial Supp - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 24.31	Billingsgazettethriftynck - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 508.55	Nfpa Natl Fire Protect - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 121.00	Kimball Midwest - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 118.30	Kimball Midwest - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 90.18	Kimball Midwest - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 61.82	Kimball Midwest - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 52.11	Kimball Midwest - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 102.00	Subway 00999912 - PCard
10/10/2017	ACH	U.S. Bank PCards	Parks Maintenance	$ 155.48	Johnson Lane Materials - Pcard
10/10/2017	ACH	U.S. Bank PCards	Parks Maintenance	$ 156.00	Johnson Lane Materials - Pcard
10/10/2017	ACH	U.S. Bank PCards	Parks Maintenance	$ 242.84	Johnson Lane Materials - Pcard
10/10/2017	ACH	U.S. Bank PCards	Parks Maintenance	$ 171.60	Johnson Lane Materials - Pcard
10/10/2017	ACH	U.S. Bank PCards	Engineering	$ 400.00	Msu-Billings - PCard
10/10/2017	ACH	U.S. Bank PCards	Information Resources	$ 45.00	Msu Billings-Nelnet - Pcard
10/10/2017	ACH	U.S. Bank PCards	Information Resources	$ 45.00	Msu Billings-Nelnet - Pcard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 7.20	Usps Po 2907800103 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 29.44	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 146.04	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 37.58	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 26.25	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 51.14	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 16.10	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 25.72	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 85.42	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 10.67	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 388.83	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 631.20	Moore Lane Veterinary Hos - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 220.71	Napa Store 3547001 - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 13.62	Napa Store 3547001 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 399.00	National Pelra - PCard
10/10/2017	ACH	U.S. Bank PCards	CDBG	$ 51.00	Ten Bernies Northern Hote - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 145.50	Northwest Pipe Fitting - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 222.00	Northwest Pipe Fitting - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 91.02	Northwest Pipe Fitting - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 2,410.56	Northwest Pipe Fitting - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 42.20	Northwest Pipe Fitting - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 4.63	Northwest Pipe Fitting - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	General	$ 349.08	Northwest Pipe Fitting - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 65.37	Northwest Pipe Fitting - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 171.94	Northwest Scientific Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 603.35	Northwest Scientific Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 199.89	Northwest Scientific Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 222.86	Pacific Steel #02 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 18.50	Pacific Steel #02 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 7.63	Pacific Steel #02 - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 5.09	Pacific Steel #02 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 10.00	Pacific Steel #02 - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 3.33	Pacific Steel #02 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 63.00	Pepsi-Cola Bottling Co - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 105.00	Permaletter Sign Company - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 42.00	Permaletter Sign Company - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 32.00	Permaletter Sign Company - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 590.00	Permaletter Sign Company - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 450.00	Permaletter Sign Company - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 574.00	Permaletter Sign Company - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 121.79	Ratco Trailer And Hitch - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 20.00	Ratco Trailer And Hitch - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 462.10	Reddi Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 184.00	Reliable Tent Awning Co - PCard
10/10/2017	ACH	U.S. Bank PCards	City County Planning	$ 9.00	The Rubber Stamp Shop, In - Pcard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 462.83	Sherwin Williams 703203 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 87.88	Sherwin Williams 703203 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 123.46	Sherwin Williams 703203 - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 51.25	Sherwin Williams 703203 - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 9.89	Sherwin Williams 703203 - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 183.59	Sherwin Williams 703203 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 61.50	Shiloh Veterinary Hospita - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 50.40	Shipton'S Big R-East - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 4.99	Shipton'S Big R-East - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 1.75	Shipton'S Big R-East - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 1.17	Shipton'S Big R-East - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 59.98	Shipton'S Big R-East - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 24.98	Shipton'S Big R-East - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 121.95	Shipton'S Big R-East - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 9.48	Shipton'S Big R-East - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 3.99	Shipton'S Big R-East - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 2.98	Shipton'S Big R-East - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 25.98	Shipton'S Big R-East - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 23.96	Shipton'S Big R-East - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 42.53	Shipton'S Big R-East - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 81.87	Shipton'S Big R-West - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 33.98	Shipton'S Big R-West - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 41.75	Shipton'S Big R-West - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 78.99	Shipton'S Big R-West - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 35.31	Shipton'S Big R-West - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 35.94	Shipton'S Big R-West - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 83.22	Shipton'S Big R-West - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 6.99	Shipton'S Big R-West - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 169.94	Shipton'S Big R-West - PCard
10/10/2017	ACH	U.S. Bank PCards	Police Programs	$ 140.00	Signs Etc - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 96.00	Six Robblees No 6 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 1,519.40	State Chemic*State Che - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 53.50	State Chemic*State Che - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 1,720.51	Sundown Security - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 1,712.75	Sundown Security - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 1,050.14	Sundown Security - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 999.76	Sundown Security - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 906.76	Sundown Security - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 1,069.50	Sundown Security - PCard
10/10/2017	ACH	U.S. Bank PCards	City County Planning	$ 112.50	Tinys Tavern Inc 2 - Pcard
10/10/2017	ACH	U.S. Bank PCards	City County Planning	$ 112.50	Tinys Tavern Inc 2 - Pcard
10/10/2017	ACH	U.S. Bank PCards	General	$ 170.00	Tinys Tavern Inc 2 - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 250.00	Total Rental Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 1,325.50	Tractor & Equipment - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 931.41	Tractor & Equipment - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 1,325.50	Tractor & Equipment - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 15.99	Tractor-Supply-Co #0303 - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 15.99	Tractor-Supply-Co #0303 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 60.00	Tractor-Supply-Co #0303 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 22.00	Tvetene Turf Inc-Clvr - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 277.20	Tvetene Turf Inc-Clvr - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 11.00	Tvetene Turf Inc-Clvr - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 30.00	Universal Awards - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 15.44	Carquest 3103 - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 10.30	Carquest 3103 - PCard
10/10/2017	ACH	U.S. Bank PCards	CDBG	$ 45.00	Western Awards & Engravin - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 1,428.00	Wilbur Ellis Billings - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 326.50	Wilbur Ellis Billings - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 467.00	Wilbur Ellis Billings - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 1,027.50	Wilbur Ellis Billings - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 307.50	Wilbur Ellis Billings - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 120.00	Wilbur Ellis Billings - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 541.33	Yellowstone Electric Comp - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 219.05	Yellowstone Electric Comp - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 267.94	Yellowstone County Implem - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 19.00	Yellowstone Valley Elec - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 723.28	Yellowstone Valley Elect - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 89.02	Yellowstone Valley Elect - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 19.00	Yellowstone Valley Elect - PCard
10/10/2017	ACH	U.S. Bank PCards	Parks Maintenance	$ 19.56	Yellowstone Valley Elect - Pcard
10/10/2017	ACH	U.S. Bank PCards	Parks Maintenance	$ 59.76	Yellowstone Valley Elect - Pcard
10/10/2017	ACH	U.S. Bank PCards	Parks Maintenance	$ 82.05	Yellowstone Valley Elect - Pcard
10/10/2017	ACH	U.S. Bank PCards	Parks Maintenance	$ 215.95	Yellowstone Valley Elect - Pcard
10/10/2017	ACH	U.S. Bank PCards	Parks Maintenance	$ 132.62	Yellowstone Valley Elect - Pcard
10/10/2017	ACH	U.S. Bank PCards	Parks Maintenance	$ 20.46	Yellowstone Valley Elect - Pcard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 176.72	Yellowstone Valley Elect - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 1,290.48	Yellowstone Valley Elect - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 139.91	Yellowstone Valley Elect - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 201.01	Yellowstone Valley Elect - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 19.00	Yellowstone Valley Elect - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 27.76	Yellowstone Valley Elect - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 973.32	Cooper Crouse Hinds Llc - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 8.98	Cooper Crouse Hinds Llc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 115.00	Bighorn Boots - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 199.00	Society For Human Resourc - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 430.00	Perkinelmer Haupt2017082 - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 19.99	Shopko 106 00401067 - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 406.91	House Of Clean, Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 140.91	House Of Clean, Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 266.02	House Of Clean, Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 1,808.93	Balco Uniform Co Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 137.88	Balco Uniform Co Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 70.94	Harbor Freight Tools 207 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 89.98	Harbor Freight Tools 207 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 23.99	Harbor Freight Tools 207 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 14.98	Harbor Freight Tools 207 - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 36.99	Harbor Freight Tools 207 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 22.62	Harbor Freight Tools 207 - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 77.18	Harbor Freight Tools 207 - PCard
10/10/2017	ACH	U.S. Bank PCards	CDBG	$ 58.94	Domino'S 7003 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 174.90	Domino'S 7007 - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 450.00	Nwaaae - PCard
10/10/2017	ACH	U.S. Bank PCards	Building Inspection	$ 200.00	Iapmo - Pcard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 11.87	Van'S Evergreen Iga - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 49.98	Scheels Billings - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 461.38	Safety Kleen Systems Bran - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 637.00	Kone, Inc. - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 562.90	Kone, Inc. - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 349.00	Kone, Inc. - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 349.00	Kone, Inc. - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 349.00	Kone, Inc. - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 30.00	Shepherd Stainless Incorp - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 878.10	Delta Air 0062394110884 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 444.10	Delta Air 0062394461453 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 887.20	Delta Air 0062396232432 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 198.80	Delta Air 0068675045808 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 25.00	Delta Air Baggage Fee - PCard
10/10/2017	ACH	U.S. Bank PCards	Fire Grants	$ 25.00	Delta Air Baggage Fee - PCard
10/10/2017	ACH	U.S. Bank PCards	City County Planning	$ 25.00	Delta Air Baggage Fee - Pcard
10/10/2017	ACH	U.S. Bank PCards	Fire Grants	$ 25.00	Delta Air Baggage Fee - PCard
10/10/2017	ACH	U.S. Bank PCards	Fire Grants	$ 25.00	Delta Air Baggage Fee - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 269.25	Ultra Scientific - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 361.36	Npc*New Pig Corp - PCard
10/10/2017	ACH	U.S. Bank PCards	Engineering	$ 150.00	Wef Main - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 248.39	Cdw Govt #Kdk7395 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 100.00	Iaai - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 350.00	Iaai - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 100.00	Iaai - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 350.00	Iaai - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 704.72	Holiday Inn - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 101.76	Wesco Distribution6668 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 232.81	Wesco Distribution6668 - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 11.87	Meadow Green Sales - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 177.00	Meadow Green Sales - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 169.89	Costco Whse #0069 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 73.95	Costco Whse #0069 - PCard
10/10/2017	ACH	U.S. Bank PCards	City County Planning	$ 35.96	Costco Whse #0069 - Pcard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	Library	$ 49.35	Costco Whse #0069 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 89.96	Costco Whse #0069 - PCard
10/10/2017	ACH	U.S. Bank PCards	Police Programs	$ 22.24	Costco Whse #0069 - PCard
10/10/2017	ACH	U.S. Bank PCards	Building Inspection	$ 29.68	Costco Whse #0069 - Pcard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ (296.00)	National Emergency Train - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 130.97	Precision Plumbing & Heat - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 43.66	Precision Plumbing & Heat - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 120.00	Isa - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 115.00	Independent Lock And Part - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 67.60	Billings Hardware & Ga - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 2.98	Billings Hardware & Ga - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 119.96	Billings Hardware & Se - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 80.98	Billings Hardware & Se - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 327.05	United 0162363073667 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 327.05	United 0162363073667 - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 25.00	United 0162604369117 - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 480.90	United 0168691543658 - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 14.99	Go! Calendars,Games,Books - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 206.50	Dtg Maps, Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Information Resources	$ 1,084.00	Idu*Insight Public Sec - Pcard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 63.35	Idu*Insight Public Sec - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 240.00	United Way Of Yellowston - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 120.00	United Way Of Yellowston - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 58.06	0725 Ced - PCard
10/10/2017	ACH	U.S. Bank PCards	Municipal Court Grants	$ 56.50	Alphagraphics #387 - Pcard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 1,380.00	Big Sky Communications - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 1,311.95	Pacific Cascade - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 149.00	Fredpryor Careertrack - PCard
10/10/2017	ACH	U.S. Bank PCards	Fleet	$ 199.00	Fredpryor Careertrack - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 18.96	Albertsons #0038 - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 12.72	Albertsons #0038 - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 15.54	Albertsons #4025 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 12.99	Albertsons #4025 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 10.48	Albertsons #4025 - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 1,117.50	Northern Industrial Hygi - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 177.32	Gih*Globalindustrialeq - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 30.14	Tcbookstore St1106 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 16.98	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 15.29	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 44.98	Kings Ace Hdwe - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 26.99	Kings Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 39.94	Heights Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 98.48	Heights Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 194.90	Heights Ace Hdwe - PCard
10/10/2017	ACH	U.S. Bank PCards	EOC 911	$ 12.99	Perkins Rest 04136966 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 1,000.00	Promotions Now - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 572.41	Promotions Now - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 20.83	The Paint Center - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 275.26	Superior Water Solutions - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 370.42	Superior Water Solutions - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 540.00	Superior Water Solutions - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 81.30	Superior Water Solutions - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 54.20	Superior Water Solutions - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 126.00	Superior Water Solutions - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 75.29	Superior Water Solutions - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 50.20	Superior Water Solutions - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 201.26	Superior Water Solutions - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 37.13	Superior Water Solutions - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 24.75	Superior Water Solutions - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 50.00	Associatedemployers - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 909.67	Montana Broom & Brush Co - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 1,275.20	Montana Broom & Brush Co - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 1,290.10	Montana Broom & Brush Co - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 80.00	Spic And Span - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 507.75	Emergency Medical Produc - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 1,572.46	Idexx Distribution Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 300.05	Idexx Distribution Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 101.06	Idexx Distribution Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 188.49	Idexx Distribution Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 57.00	Big Sky Fire Equipment - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 172.04	Big Sky Fire Equipment - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 99.50	Big Sky Fire Equipment - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 45.65	Big Sky Fire Equipment - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 234.80	Big Sky Fire Equipment - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 123.10	Big Sky Fire Equipment - PCard
10/10/2017	ACH	U.S. Bank PCards	Fire Grants	$ 754.26	Double Tree - PCard
10/10/2017	ACH	U.S. Bank PCards	Fire Grants	$ 1,142.30	Double Tree - PCard
10/10/2017	ACH	U.S. Bank PCards	Fire Grants	$ 1,257.10	Double Tree - PCard
10/10/2017	ACH	U.S. Bank PCards	Fire Grants	$ 1,257.10	Double Tree - PCard
10/10/2017	ACH	U.S. Bank PCards	Fire Grants	$ 1,257.10	Double Tree - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	Fire Grants	$ 1,142.30	Double Tree - PCard
10/10/2017	ACH	U.S. Bank PCards	Fire Grants	$ 1,142.30	Double Tree - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 219.63	B&H Photo 800-606-6969 - PCard
10/10/2017	ACH	U.S. Bank PCards	Information Resources	$ 149.00	Skillpath National - Pcard
10/10/2017	ACH	U.S. Bank PCards	General	$ 599.00	Homedepot.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 62.50	The Home Depot #3101 - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 39.97	The Home Depot #3101 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 4.91	The Home Depot #3101 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 5.99	The Home Depot #3101 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 17.82	The Home Depot #3101 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 86.48	The Home Depot #3101 - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 1,187.30	The Home Depot #3101 - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ (15.00)	The Home Depot #3101 - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 173.14	The Home Depot #3101 - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 23.44	The Home Depot #3101 - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 418.79	The Home Depot #3101 - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 86.00	The Home Depot #3101 - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 117.60	The Home Depot #3101 - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 59.96	The Home Depot #3101 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 83.88	The Home Depot #3101 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 58.14	The Home Depot #3101 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 46.50	The Home Depot #3101 - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 211.98	Office Depot #2135 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 55.96	Office Depot #2135 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 51.87	Office Depot #2135 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 16.99	Office Depot #450 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 40.77	Office Depot #450 - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 37.98	Office Depot #450 - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 30.99	Office Depot #450 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 62.24	Office Depot #450 - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 26.96	Office Depot #450 - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 8.38	Office Depot #450 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 970.73	Mcmaster-Carr - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 211.85	Mcmaster-Carr - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 382.23	Mcmaster-Carr - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 181.26	Mcmaster-Carr - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ (106.50)	Sundberg America - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 37.20	Sundberg America - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 148.00	Dxp Enterprises - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 136.25	Dxp Enterprises - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 585.00	Dxp Enterprises - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 125.00	Dxp Enterprises - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 160.00	Dxp Enterprises - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 38.00	Dxp Enterprises - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 82.40	Dxp Enterprises - PCard
10/10/2017	ACH	U.S. Bank PCards	Engineering	$ 70.00	Home Builders Association - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 227.10	Center Point Large Print - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 227.10	Center Point Large Print - PCard
10/10/2017	ACH	U.S. Bank PCards	Police Programs	$ 1,875.50	Aces - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 307.22	Aces - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 296.68	Aces - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 61.49	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 22.79	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 15.19	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ (6.37)	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 18.21	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 36.80	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 29.97	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	City County Planning	$ 34.41	Amazon Mktplace Pmts - Pcard
10/10/2017	ACH	U.S. Bank PCards	City County Planning	$ 44.98	Amazon Mktplace Pmts - Pcard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 125.93	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Police Programs	$ 8.77	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 57.84	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 14.98	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 36.32	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 7.98	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 16.75	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 7.45	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 13.28	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	CDBG	$ 155.95	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 11.99	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 7.99	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 21.58	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 14.38	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 139.50	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 36.27	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ (29.90)	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 24.40	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 14.99	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 38.68	Amazon Mktplace Pmts - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	General	$ 27.96	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 19.98	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 75.43	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 16.00	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	City County Planning	$ 14.88	Amazon Mktplace Pmts - Pcard
10/10/2017	ACH	U.S. Bank PCards	City County Planning	$ 52.10	Amazon Mktplace Pmts - Pcard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 26.98	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 6.07	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 16.99	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Police Programs	$ 61.39	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 9.99	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 17.95	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 19.88	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 30.95	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 9.99	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 53.93	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 9.93	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 7.98	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 5.04	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 9.77	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 24.08	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 3.84	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 19.65	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 106.32	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 36.29	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 11.99	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 8.44	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 10.49	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ (4.99)	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 13.97	Amazon Mktplace Pmts - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 63.82	Amazon.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 63.82	Amazon.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 99.00	Amazon.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 33.98	Amazon.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 14.98	Amazon.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	CDBG	$ 25.50	Amazon.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 7.25	Amazon.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 13.88	Amazon.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 22.99	Amazon.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 256.00	Amazon.Com - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	General	$ 16.99	Amazon.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ (19.99)	Amazon.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 16.99	Amazon.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 29.98	Amazon.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 6.98	Amazon.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 154.32	Amazon.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 79.96	Amazon.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	CDBG	$ 13.70	Amazon.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 26.55	Amazon.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 19.99	Amazon.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 71.79	Amazon.Com - PCard
10/10/2017	ACH	U.S. Bank PCards	CDBG	$ 34.28	Amazon.Com Amzn.Com/Bill - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 85.89	Amazon.Com Amzn.Com/Bill - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 318.90	Amazon.Com Amzn.Com/Bill - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 9.78	Amazon.Com Amzn.Com/Bill - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 9.98	Amazon.Com Amzn.Com/Bill - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 7.19	Amazon.Com Amzn.Com/Bill - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 7.19	Amazon.Com Amzn.Com/Bill - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 34.98	Amazon.Com Amzn.Com/Bill - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 133.80	Badger Truck Refrigerati - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 66.99	Best Buy 00005926 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 54.99	Best Buy 00005926 - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 309.97	Best Buy 00005926 - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ (39.99)	Best Buy 00005926 - PCard
10/10/2017	ACH	U.S. Bank PCards	Police Programs	$ 54.98	Best Buy 00005926 - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 124.98	Best Buy 00005926 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 64.40	Ramco Engineering, Inc. - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 7.25	Usps Po 2907740107 - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 132.15	Adecco - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 118.94	Adecco - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 118.94	Adecco - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 269.28	Batteries Plus #25 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 42.50	Batteries Plus #25 - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 147.80	Batteries Plus #25 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 46.00	Batteries Plus #25 - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 66.00	Batteries Plus #25 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 7.70	Batteries Plus #25 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 23.00	Batteries Plus #25 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 107.76	Batteries Plus #25 - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 178.49	Lowes #00319* - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	Water	$ 105.29	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 131.76	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 28.96	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 33.98	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 164.90	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 98.94	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 32.98	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 38.97	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 19.98	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 79.99	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 34.98	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 81.58	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 189.84	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 398.00	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 25.99	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 31.43	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 27.40	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 21.52	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 49.98	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 52.96	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 119.00	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 53.52	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 141.00	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	Police Programs	$ 15.92	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 41.88	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 38.98	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 89.90	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 11.96	Lowes #00319* - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 45.00	All Lock - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 60.00	Industrial Coating Soluti - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 40.00	Industrial Coating Soluti - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 380.92	Awwa.Org - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 202.50	Awwa.Org - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 39.67	Wal-Mart #2923 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 39.67	Wal-Mart #2923 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 5.82	Wal-Mart #2923 - PCard
10/10/2017	ACH	U.S. Bank PCards	Municipal Court Grants	$ 38.20	Wal-Mart #2923 - Pcard
10/10/2017	ACH	U.S. Bank PCards	General	$ 7.84	Wal-Mart #2923 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 49.52	Wal-Mart #2923 - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 19.74	Wal-Mart #2923 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	General	$ 17.61	Wal-Mart #2923 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 80.29	Wal-Mart #2923 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 29.80	Wal-Mart #2923 - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 139.76	Wal-Mart #2923 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 61.66	Walmart.Com 8009666546 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 7.99	Walmart.Com 8009666546 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 7.99	Walmart.Com 8009666546 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 7.99	Walmart.Com 8009666546 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 7.99	Walmart.Com 8009666546 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 11.88	Wm Supercenter #1956 - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 17.97	Wm Supercenter #1956 - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 71.10	Wm Supercenter #1956 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 33.76	Wm Supercenter #1956 - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 15.96	Wm Supercenter #2923 - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 15.96	Wm Supercenter #2923 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 6.46	Wm Supercenter #2923 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 9.13	Wm Supercenter #2923 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 6.59	Wm Supercenter #2923 - PCard
10/10/2017	ACH	U.S. Bank PCards	EOC 911	$ 45.09	Wm Supercenter #2923 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 26.50	Usps Po 2907800103 - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 6.80	Usps Po 2907800103 - PCard
10/10/2017	ACH	U.S. Bank PCards	City County Planning	$ 49.00	Usps Po 2907800103 - Pcard
10/10/2017	ACH	U.S. Bank PCards	General	$ 19.09	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 516.57	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 328.13	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 53.68	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 35.99	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 61.63	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 141.44	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 190.29	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 431.90	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 17.32	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 182.05	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 150.80	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 789.12	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 18.77	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 16.12	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 21.00	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 60.00	A-1 Rentals - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	Water	$ 60.00	A-1 Rentals - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 160.00	A-1 Rentals - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 160.00	A-1 Rentals - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 841.87	Ah Turf Specialties Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 83.40	Ah Turf Specialties Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 55.60	Ah Turf Specialties Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 344.94	Ah Turf Specialties Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 229.96	Ah Turf Specialties Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 899.52	Ah Turf Specialties Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 533.20	Ah Turf Specialties Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 109.50	Ah Turf Specialties Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 788.00	Ah Turf Specialties Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 309.56	Ah Turf Specialties Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 44.14	Ah Turf Specialties Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 42.00	Accent Print Shop, Inc. - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 112.00	Accent Print Shop, Inc. - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 482.00	Ace Electric, Inc. - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 548.49	Ace Electric, Inc. - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 194.06	Ace Electric, Inc. - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 180.92	Ace Electric, Inc. - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 775.22	Ace Electric, Inc. - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 1,113.33	Air Controls-Billings - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 371.11	Air Controls-Billings - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 398.22	Air Controls-Billings - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 132.74	Air Controls-Billings - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 225.00	Air Controls-Billings - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 585.00	Air Controls-Billings - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 1,944.00	Air Controls-Billings - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 98.00	Air Controls-Billings - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 135.00	Air Controls-Billings - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 240.00	Alpine Plumbing Heating I - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 15.00	Lp Anderson Point - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 36.00	Lp Anderson Point - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 20.00	Lp Anderson Point - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 310.00	Artcraft Printer Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 87.44	At&T Smd7 15579 - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 65.42	At&T*Bill Payment - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 203.85	Motion Industries Mt01 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 527.88	Motion Industries Mt01 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 1,499.85	Motion Industries Mt01 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 955.60	Big Sky Linen & Uniform - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 7.15	Big Sky Linen & Uniform - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 3.67	Big Sky Linen & Uniform - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 3.67	Big Sky Linen & Uniform - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 3.66	Big Sky Linen & Uniform - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 624.60	Big Sky Linen & Uniform - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 346.40	Big Sky Linen & Uniform - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 105.84	Big Sky Linen & Uniform - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 33.75	Big Sky Linen & Uniform - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 156.34	Big Sky Linen & Uniform - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 135.00	Big Sky Linen & Uniform - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 39.14	Big Sky Linen & Uniform - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 32.64	Big Sky Linen & Uniform - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 108.00	Big Sky Linen & Uniform - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 1,056.30	Big Sky Linen & Uniform - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 522.62	Big Sky Linen & Uniform - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 159.83	Big Sky Linen & Uniform - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 408.88	Big Sky Linen & Uniform - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 379.16	Big Sky Linen & Uniform - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 955.60	Big Sky Linen & Uniform - PCard
10/10/2017	ACH	U.S. Bank PCards	Fleet	$ 317.01	Big Sky Linen & Uniform - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 179.95	Billings Army Navy Surplu - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 49.95	Billings Army Navy Surplu - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 249.95	Billings Army Navy Surplu - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 104.95	Billings Army Navy Surplu - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 115.50	Billings Construction Sup - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 70.00	Billings Construction Sup - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 1,087.50	Billings Construction Sup - PCard
10/10/2017	ACH	U.S. Bank PCards	Police Programs	$ 84.00	Billings Construction Sup - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 151.00	Billings Construction Sup - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 65.00	Billingsgazettethriftynck - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 53.07	Bloedorn Lumber Billings - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 125.00	Billings Overhead Door In - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 10.13	Border States Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 10.14	Border States Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 46.59	Border States Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 14.40	Border States Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 14.39	Border States Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 461.08	Border States Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 10.96	Border States Electric - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	Water	$ 10.95	Border States Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 40.54	Border States Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 200.75	Border States Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 265.37	Border States Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 1,301.78	Border States Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 173.63	Border States Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 134.94	Border States Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 383.07	Border States Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 170.22	Border States Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 54.95	Border States Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 75.87	Border States Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 85.11	Border States Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	Telephone System	$ 214.68	Border States Electric - Pcard
10/10/2017	ACH	U.S. Bank PCards	Telephone System	$ 8.48	Border States Electric - Pcard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 109.00	Border States Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 674.25	Brodart Supplies - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 115.70	Chalet Market Corporate O - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 150.00	Trugreen Chemlawn - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ (60.00)	Archie Cochrane Motors - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 77.40	Archie Cochrane Motors - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 188.00	Creative Monograms Smb - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 579.00	Creative Monograms Smb - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 60.00	Creative Monograms Smb - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 100.00	Creative Monograms Smb - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 2.73	Crescent Electric 054 - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 106.46	Crescent Electric 054 - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 23.84	Crescent Electric 054 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 21.30	Crescent Electric 054 - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 19.68	Crescent Electric 054 - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 18.24	Demco Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 99.37	Dude Ranch Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 99.37	Dude Ranch Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	CDBG	$ (1,283.99)	Dude Ranch Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	CDBG	$ 87.60	Dude Ranch Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	CDBG	$ 175.20	Dude Ranch Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	CDBG	$ 87.60	Dude Ranch Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	CDBG	$ 87.60	Dude Ranch Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 7.45	Econo Print - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 91.70	Econo Print - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 255.04	Econo Print - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	Library	$ 782.57	Econo Print - PCard
10/10/2017	ACH	U.S. Bank PCards	Building Inspection	$ 29.13	Econo Print - Pcard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 425.00	Executive Cleaning Co Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 40.14	Fishers Technology - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 121.27	Fishers Technology - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 222.22	Fishers Technology - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 222.23	Fishers Technology - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 228.96	Fishers Technology - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 11.51	Fishers Technology - PCard
10/10/2017	ACH	U.S. Bank PCards	P.W. Admin	$ 16.86	Fishers Technology - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 33.91	Fishers Technology - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 809.82	Flowmark High Tech Co - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 30.90	Flowmark High Tech Co - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 45.94	Tlf*Gainans Floral And G - PCard
10/10/2017	ACH	U.S. Bank PCards	P.W. Admin	$ 69.95	Tlf*Gainans Floral And G - PCard
10/10/2017	ACH	U.S. Bank PCards	Municipal Court Grants	$ 84.95	Tlf*Gainans Floral And G - Pcard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 197.96	Galls - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 1,064.94	Galls - PCard
10/10/2017	ACH	U.S. Bank PCards	Police Programs	$ 630.99	Galls - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 277.22	Galls - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 148.80	Graybar Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 123.93	Graybar Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 153.60	Graybar Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 9.62	Graybar Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 1,257.25	Hach Company - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 1,257.25	Hach Company - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 242.80	Hach Company - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 527.67	Hach Company - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 171.48	Hach Company - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 125.00	Hansers Wrecker & Salvage - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 125.00	Hansers Wrecker Company - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 94.08	Hanson Chemical - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 45.92	Hanson Chemical - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 50.42	Hanson Chemical - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 117.69	Hanson Chemical - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 49.93	Hanson Chemical - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 106.96	Hanson Chemical - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 94.08	Hanson Chemical - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 180.96	Hanson Chemical - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 317.35	Hanson Chemical - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	Library	$ 220.08	Hanson Chemical - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 380.69	Hanson Chemical - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 150.50	Hanson Chemical - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 3.74	Hanson Chemical - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 54.36	Hanson Chemical - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 83.40	Hanson Chemical - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 32.89	Hose & Rubber Supply Blg - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 68.70	Hose & Rubber Supply Blg - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 109.72	Hose & Rubber Supply Blg - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 13.50	Hose & Rubber Supply Blg - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 58.54	Hose & Rubber Supply Blg - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 57.99	Hose & Rubber Supply Blg - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 73.58	Hose & Rubber Supply Blg - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 3.55	Hose & Rubber Supply Blg - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 2.36	Hose & Rubber Supply Blg - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 11.41	Hose & Rubber Supply Blg - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 97.79	Hose & Rubber Supply Blg - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 135.00	Intl Soc Arboriculture - PCard
10/10/2017	ACH	U.S. Bank PCards	Park District 1	$ 442.00	Intl Soc Arboriculture - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 34.90	Intl Soc Arboriculture - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 68.19	Tire Rama 101 Bc - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 19.00	Tire Rama 101 Bc - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 965.00	Jims Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 595.48	Jims Electric - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 151.55	Kb Commercial Products - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 183.68	Kb Commercial Products - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 29.10	Kb Commercial Products - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 195.00	Kb Commercial Products - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 36.00	Kb Commercial Products - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 48.61	Kb Commercial Products - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 48.62	Kb Commercial Products - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 48.61	Kb Commercial Products - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 16.63	Kb Commercial Products - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 16.63	Kb Commercial Products - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 16.62	Kb Commercial Products - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 484.28	Kb Commercial Products - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 533.85	Kb Commercial Products - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 34.50	Kenco Security And Tec - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 19.50	Kenco Security And Tec - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 15.08	Kenco Security And Tec - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 10.05	Kenco Security And Tec - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 11.15	Kenco Security And Tec - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 5.72	Kenco Security And Tec - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 37.50	Kenco Security And Tec - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 75.00	Kenco Security And Tec - PCard
10/10/2017	ACH	U.S. Bank PCards	Parking	$ 75.00	Kenco Security And Tec - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 560.00	Kenco Security And Tec - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 800.00	Kenco Security And Tec - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 69.00	Kenco Security And Tec - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 12.50	Kenco Security And Tec - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 160.00	Kenco Security And Tec - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 287.98	Kenco Security And Tec - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 1,243.94	Kenco Security And Tec - PCard
10/10/2017	ACH	U.S. Bank PCards	Information Resources	$ 34.50	Kenco Security And Tec - Pcard
10/10/2017	ACH	U.S. Bank PCards	P.W. Admin	$ 18.80	Kenco Security And Tec - PCard
10/10/2017	ACH	U.S. Bank PCards	Engineering	$ 28.20	Kenco Security And Tec - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 75.00	Kenco Security And Tec - PCard
10/10/2017	ACH	U.S. Bank PCards	Police Programs	$ 27.00	Kenco Security And Tec - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 69.00	Kenco Security And Tec - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 312.00	Lesman Iron Works - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 288.00	Macon Supply Billi - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 50.00	Macon Supply Billi - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 123.50	Overhead Door Co Of South - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 10.27	The Mail Drop - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 65.88	Midland Implement Co - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 651.76	Tmg Services Inc - PCard
10/10/2017	ACH	U.S. Bank PCards	Transit	$ 115.00	Advanced Home Solutions - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 25.08	Dc Coffee Products - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 37.61	Dc Coffee Products - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 1,380.83	Long Bldg. Technologies - PCard
10/10/2017	ACH	U.S. Bank PCards	Library	$ 564.41	Tri-State Restaurant - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 31.50	Northwest Industrial Supp - PCard
10/10/2017	ACH	U.S. Bank PCards	Solid Waste	$ 38.52	Northwest Industrial Supp - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 15.14	Northwest Industrial Supp - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 22.72	Northwest Industrial Supp - PCard
10/10/2017	ACH	U.S. Bank PCards	Engineering	$ 344.88	Northwest Industrial Supp - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 3.99	Northwest Industrial Supp - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 5.99	Northwest Industrial Supp - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 19.21	Northwest Industrial Supp - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 100.00	Northwest Industrial Supp - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/10/2017	ACH	U.S. Bank PCards	Water	$ (20.83)	Northwest Industrial Supp - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 24.31	Billingsgazettethriftynck - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 25.04	Billingsgazettethriftynck - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 329.28	Hampton Inns - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 218.77	Nrpa Housing - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 218.77	Nrpa Housing - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 589.64	Dmi* Dell Bus Online - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 14.99	Adobe *Acropro Subs - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 14.99	Adobe *Acropro Subs - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 125.00	Mountainside Towing - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 489.00	American Association Of C - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 75.00	American Association Of C - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 112.92	Shoes For Crews Llc - PCard
10/10/2017	ACH	U.S. Bank PCards	Facilities Mngmt	$ 838.00	West End Lock And Secur - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 9.00	West End Lock And Secur - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 17.75	West End Lock And Secur - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 746.00	Gunarama Wholesale I - PCard
10/10/2017	ACH	U.S. Bank PCards	Public Safety	$ 485.00	Gunarama Wholesale I - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ 36.92	Ala Board - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ (175.00)	City Of Billings Park And - PCard
10/10/2017	ACH	U.S. Bank PCards	General	$ (100.00)	City Of Billings Park And - PCard
10/10/2017	ACH	U.S. Bank PCards	Airport	$ 1,143.90	City Of Billings Pud - PCard
10/10/2017	ACH	U.S. Bank PCards	Street/Traffic Oper	$ 119.06	City Of Billings Pud - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 1,359.26	City Of Billings Pud - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 6.00	Fastenal Company01 - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 73.53	Fastenal Company01 - PCard
10/10/2017	ACH	U.S. Bank PCards	Wastewater	$ 61.62	Fastenal Company01 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 61.62	Fastenal Company01 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 4.76	Fastenal Company01 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 39.56	Fastenal Company01 - PCard
10/10/2017	ACH	U.S. Bank PCards	Water	$ 4.43	Fastenal Company01 - PCard
10/10/2017	808226	Unemployment Ins Contributions Bureau	Sidewalk Debt Svc	$ 43,662.58	Unemployment Insurance for quarter
10/10/2017	808227	Unified Supply & Services	Airport	$ 2,327.62	Invoice #9307. Bag Belt Rollers
10/10/2017	808227	Unified Supply & Services	Airport	$ 2,002.05	Invoice #9306. Bag Belt Rollers
10/10/2017	808239	Yellowstone Valley Elec	Radio	$ 145.33	4179004:FOX/TANK TWR ELECTRIC
10/10/2017	808239	Yellowstone Valley Elec	Water	$ 2,761.76	2085 Santiago Blvd
10/10/2017	808239	Yellowstone Valley Elec	Arterial Streets	$ 4,000.00	WO1609 Grand Ave

Consent **1. L. 2.**

Regular City Council Meeting

Meeting Date: 11/13/2017

TITLE: Payment of Claims October 16,2017

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

Claims in the amount of $3,453,324.64 have been audited and are presented for City Council payment approval. A complete listing of the claims dated October 16, 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

Attachments

councilmemo_10.16.2017

Check Date	Check #	Name	Fund Name		Amount	Item Desc
10/16/2017	808246	Air Controls-Billings Inc	Information Resources	$	4,910.00	Daiken-20 A/C 3 ton unit, Lineset
10/16/2017	808248	Allstream Business US Inc	General	$	46.00	Main Bill New Account #
10/16/2017	808248	Allstream Business US Inc	Telephone System	$	281.54	Main Bill New Account # 330047
10/16/2017	808248	Allstream Business US Inc	Airport	$	44.07	Airport Alarm 406-294-8370
10/16/2017	808248	Allstream Business US Inc	Public Safety	$	39.00	CPC line 247-8592
10/16/2017	808248	Allstream Business US Inc	Information Resources	$	79.95	Main Bill New Account # 330046 -IT
10/16/2017	808248	Allstream Business US Inc	Telephone System	$	4,593.59	Main Bill New Account # 330046
10/16/2017	808248	Allstream Business US Inc	City County Planning	$	39.00	Planning FAX 406-657-8327
10/16/2017	808248	Allstream Business US Inc	Building Inspection	$	39.00	Building FAX 406-657-8252
10/16/2017	808248	Allstream Business US Inc	CDBG	$	39.13	Community Development Services
10/16/2017	808250	American Assoc Of Airport Executive	Airport	$	19,275.00	Invoice #2018-185512si. ARDF
10/16/2017	808257	Billings Community Cable	General	$	300.00	Work Sessions July - September 2017
10/16/2017	808257	Billings Community Cable	General	$	25,000.00	Quarterly Disbursement 10-2017
10/16/2017	808262	Business Tax Section	Parking	$	168.29	Phase II. Restoration project
10/16/2017	808262	Business Tax Section	Wastewater	$	21,855.98	WO 14-11 Water Reclamation Facility
10/16/2017	808262	Business Tax Section	Water	$	267.22	WO 15-18 WTP Clearwell No.2
10/16/2017	808262	Business Tax Section	Water	$	345.37	WO 1701 2017 Water & Sewer
10/16/2017	808262	Business Tax Section	Wastewater	$	1,931.02	WO1701 Sch 2B COP Construction
10/16/2017	808262	Business Tax Section	Water	$	3,639.60	WO 17-01 2017 Water & Sewer
10/16/2017	808262	Business Tax Section	Sidewalk Construction	$	102.88	WO 17-02 2017 Misc. Developer
10/16/2017	808262	Business Tax Section	Gas Tax	$	531.75	WO 17-03 2017 Street Maint
10/16/2017	808262	Business Tax Section	Parking	$	168.29	Phase II. Restoration project
10/16/2017	808262	Business Tax Section	Gas Tax	$	49.36	WO 17-02 2017 Misc. Developer
10/16/2017	808262	Business Tax Section	Parking	$	168.28	Phase II. Restoration project
10/16/2017	808269	Coblaco Services Inc	Water	$	26,454.94	WO 15-18 WTP Clearwell No.2
10/16/2017	808270	Continuant Inc	Telephone System	$	5,436.94	AVST XpressCare Warranty Call
10/16/2017	808271	Cop Construction Co	Water	$	360,320.18	WO 17-01 2017 Water & Sewer
10/16/2017	808271	Cop Construction Co	Wastewater	$	191,170.98	WO 17-01 2017 Water & Sewer
10/16/2017	808280	Dell Computer L P	Public Safety	$	5,308.68	Qty.4 Dell GO i7 Processor,
10/16/2017	808282	DOWL	Arterial Streets	$	6,294.81	WO 16-05 Central Ave
10/16/2017	808282	DOWL	Gas Tax	$	675.00	WO 17-03 2017 Street Maintenance
10/16/2017	808282	DOWL	Storm Sewer	$	6,278.00	WO 17-26 62nd and Rimrock
10/16/2017	808290	Executive Cleaning Co Inc	Facilities Mngmt	$	1,963.50	Inv. #56926 September 2017 Janitorial
10/16/2017	808290	Executive Cleaning Co Inc	Facilities Mngmt	$	1,963.50	Inv. #56619 August 2017 Janitorial
10/16/2017	808296	Galles Filter Service	Water	$	7.23	NONSTOCKING ITEMS-P.U.D.
10/16/2017	808296	Galles Filter Service	Fleet	$	172.75	P-72445-01 PO NUM 303440
10/16/2017	808296	Galles Filter Service	Fleet	$	48.97	P-72446-01 PO NUM 303440
10/16/2017	808296	Galles Filter Service	General	$	19.85	P-72662-01
10/16/2017	808296	Galles Filter Service	Fleet	$	123.28	P-72739-01 PO NUM 303440
10/16/2017	808296	Galles Filter Service	General	$	3.51	P-72837-01
10/16/2017	808296	Galles Filter Service	Fleet	$	74.80	P-72848-01 PO NUM 303440

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/16/2017	808296	Galles Filter Service	Solid Waste	$ 18.18	P-72866-01
10/16/2017	808296	Galles Filter Service	Transit	$ 122.65	BUS MET PO NUM 303440
10/16/2017	808296	Galles Filter Service	Transit	$ 186.60	BUS MET PO NUM 303440
10/16/2017	808296	Galles Filter Service	Solid Waste	$ 18.30	Filters for Landfill equipment
10/16/2017	808296	Galles Filter Service	Solid Waste	$ 18.30	Filters for Landfill equipment
10/16/2017	808296	Galles Filter Service	Solid Waste	$ 21.58	Filters for Landfill Equipment
10/16/2017	808296	Galles Filter Service	Solid Waste	$ 46.38	Filters for Landfill equipment
10/16/2017	808296	Galles Filter Service	Solid Waste	$ 162.16	Filters for Landfill equipment
10/16/2017	808296	Galles Filter Service	Solid Waste	$ 206.01	Filters for Landfill Equipment
10/16/2017	808296	Galles Filter Service	Solid Waste	$ 234.06	Filters for Landfill equipment
10/16/2017	808296	Galles Filter Service	Solid Waste	$ 256.87	Filters for Landfill Equipment
10/16/2017	808296	Galles Filter Service	Transit	$ 21.06	AUTO &TRUCK MAINT.ITEMS
10/16/2017	808296	Galles Filter Service	Fleet	$ 48.97	T-70531 PO NUM 303440
10/16/2017	808296	Galles Filter Service	Water	$ 10.68	WATER PARTS AND SUPPLIES
10/16/2017	808296	Galles Filter Service	Water	$ 91.49	WATER PARTS AND SUPPLIES
10/16/2017	808296	Galles Filter Service	Fleet	$ 76.71	P-72549-01 PO NUM 303440
10/16/2017	808296	Galles Filter Service	General	$ 19.85	P-72838-01
10/16/2017	808296	Galles Filter Service	Fleet	$ 226.77	P-72839-01 PO NUM 303440
10/16/2017	808296	Galles Filter Service	Fleet	$ 212.08	P-72925-01 PO NUM 303440
10/16/2017	808296	Galles Filter Service	Water	$ 21.74	WATER PARTS AND SUPPLIES
10/16/2017	808296	Galles Filter Service	Water	$ 190.43	WATER PARTS AND SUPPLIES
10/16/2017	808296	Galles Filter Service	Water	$ 24.10	WATER PARTS AND SUPPLIES
10/16/2017	808296	Galles Filter Service	Water	$ 18.96	WATER PARTS AND SUPPLIES
10/16/2017	808296	Galles Filter Service	Fleet	$ 322.89	P-72663-01 PO NUM 303440
10/16/2017	808296	Galles Filter Service	Public Safety	$ (30.55)	P-72854-01
10/16/2017	808296	Galles Filter Service	Fleet	$ 236.42	P-73011-01 PO NUM 303440
10/16/2017	808296	Galles Filter Service	Solid Waste	$ 67.32	T-70864
10/16/2017	808296	Galles Filter Service	Public Safety	$ 30.55	T-70866
10/16/2017	808296	Galles Filter Service	Public Safety	$ 30.55	P-72854-01B
10/16/2017	808296	Galles Filter Service	Fleet	$ 207.30	P-73087-01 PO NUM 303440
10/16/2017	808305	Great West Engineering, Inc	Solid Waste	$ 4,944.00	Professional Services for the Landfill
10/16/2017	808305	Great West Engineering, Inc	Solid Waste	$ 13,737.00	Professional Services for the Landfill
10/16/2017	808309	High Point Networks LLC	Library	$ 4,455.00	Network maintenance services
10/16/2017	808310	Holland & Hart LLP	Storm Sewer	$ 10,390.50	Upper Missouri Waterkeeper
10/16/2017	808312	Iaff	Sidewalk Debt Svc	$ 4,894.04	Payroll Summary
10/16/2017	808316	J & J Concrete Inc.	Sidewalk Construction	$ 10,185.89	WO 17-02 2017 Misc. Developer
10/16/2017	808316	J & J Concrete Inc.	Gas Tax	$ 4,886.28	WO 17-02 2017 Misc. Developer
10/16/2017	808319	John Rohrer Contracting Company Inc	Parking	$ 16,660.64	Phase II. Restoration project
10/16/2017	808319	John Rohrer Contracting Company Inc	Parking	$ 16,660.65	Phase II. Restoration project
10/16/2017	808319	John Rohrer Contracting Company Inc	Parking	$ 16,660.65	Phase II. Restoration project
10/16/2017	808323	Knife River (JTL Group Inc.)	Gas Tax	$ 52,642.75	WO 17-03 2017 Street Maint

Check Date	Check #	Name	Fund Name		Amount	Item Desc
10/16/2017	808323	Knife River (JTL Group Inc.)	Street/Traffic Oper	$	760.10	asphalt
10/16/2017	808329	Limber Tree Yoga Studio LLC	Downtown Revolving Loan	$	35,000.00	DRLF disbursement, Limber Tree 2
10/16/2017	808332	Montana CSED	Sidewalk Debt Svc	$	3,987.83	Payroll Summary
10/16/2017	808334	Montana Department Of Environmental Quality	Solid Waste	$	36,064.80	Quarterly payment for the Landfill
10/16/2017	808336	Montana State Fireman's Assoc	Sidewalk Debt Svc	$	3,908.30	Payroll Summary
10/16/2017	808338	MPPA Montana Police Protective Association	Sidewalk Debt Svc	$	3,178.42	Payroll Summary
10/16/2017	808339	MT Waterworks	Water	$	93.86	SYSTEMS PO NUM 304205
10/16/2017	808339	MT Waterworks	Water	$	663.24	SYSTEMS PO NUM 304218
10/16/2017	808339	MT Waterworks	Water	$	116.76	SYSTEMS PO NUM 304299
10/16/2017	808339	MT Waterworks	Street/Traffic Oper	$	972.34	couplers/pipe for 18th and wyoming
10/16/2017	808339	MT Waterworks	Water	$	339.00	1" copper for service repair
10/16/2017	808339	MT Waterworks	Water	$	1,387.30	SYSTEMS PO NUM 304207
10/16/2017	808339	MT Waterworks	Water	$	540.00	SYSTEMS PO NUM 304208
10/16/2017	808339	MT Waterworks	Water	$	4,012.31	SYSTEMS PO NUM 304206
10/16/2017	808342	National Assoc. of Clean Water Agencies	P.W. Admin	$	7,800.00	2018 Membership dues
10/16/2017	808344	NorMont Equipment Company	Street/Traffic Oper	$	2,028.75	gutter brooms for sweeper
10/16/2017	808344	NorMont Equipment Company	Street/Traffic Oper	$	817.91	crs emulsion for road patching
10/16/2017	808345	Northwest Industrial Supply, Inc.	Water	$	108.96	WATER PARTS AND SUPPLIES
10/16/2017	808345	Northwest Industrial Supply, Inc.	Water	$	209.76	WATER PARTS AND SUPPLIES
10/16/2017	808345	Northwest Industrial Supply, Inc.	Wastewater	$	142.08	Rubber Gloves
10/16/2017	808345	Northwest Industrial Supply, Inc.	Wastewater	$	82.08	Sling
10/16/2017	808345	Northwest Industrial Supply, Inc.	Street/Traffic Oper	$	35.22	sling for 1111
10/16/2017	808345	Northwest Industrial Supply, Inc.	Street/Traffic Oper	$	229.92	green/red marking paint
10/16/2017	808345	Northwest Industrial Supply, Inc.	Solid Waste	$	46.45	Gloves and Ear plugs for the Landfill
10/16/2017	808345	Northwest Industrial Supply, Inc.	Wastewater	$	4,164.10	Centerfuge floor hoist replacement
10/16/2017	808347	NorthWestern Energy	Public Safety	$	13.30	0712532-1
10/16/2017	808347	NorthWestern Energy	Airport	$	115.09	0712533-9. Airport Entrance.
10/16/2017	808347	NorthWestern Energy	Wastewater	$	101.02	389 62nd St Lift
10/16/2017	808347	NorthWestern Energy	Water	$	481.10	5809 CANYONWOODS DR
10/16/2017	808347	NorthWestern Energy	Transit	$	2,837.18	Electricity at Metroplex
10/16/2017	808347	NorthWestern Energy	Airport	$	245.43	0712535-4. Employee Parking
10/16/2017	808347	NorthWestern Energy	General	$	720.67	0712538-8
10/16/2017	808347	NorthWestern Energy	Airport	$	16.71	0712797-0. Gate 9. September 2017
10/16/2017	808347	NorthWestern Energy	General	$	5.97	0722253-2
10/16/2017	808347	NorthWestern Energy	Airport	$	2,421.55	0719543-1. Parking Lot Lights
10/16/2017	808347	NorthWestern Energy	General	$	16.24	0722259-9
10/16/2017	808347	NorthWestern Energy	Airport	$	7.80	0712813-5. Burn Pit. September 2017
10/16/2017	808347	NorthWestern Energy	General	$	8.09	0722258-1
10/16/2017	808347	NorthWestern Energy	Airport	$	18.43	0712795-4. Gate 17. September 2017
10/16/2017	808347	NorthWestern Energy	Public Safety	$	331.04	0720817-6
10/16/2017	808347	NorthWestern Energy	Airport	$	18.78	0712791-3. Gate 16. September 2017

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/16/2017	808347	NorthWestern Energy	Transit	$ 330.49	0719225-5
10/16/2017	808347	NorthWestern Energy	Airport	$ 18.69	0719759-3. Gate 12. September 2017
10/16/2017	808347	NorthWestern Energy	Water	$ 7,138.80	0722270-6
10/16/2017	808347	NorthWestern Energy	Airport	$ 21.12	0719760-1. Gate 14. September 2017
10/16/2017	808347	NorthWestern Energy	General	$ 9.96	0722272-2
10/16/2017	808347	NorthWestern Energy	Airport	$ 20.01	0719761-9. Gate 15. September 2017
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 6.64	0722272-2
10/16/2017	808347	NorthWestern Energy	Airport	$ 18.68	0719762-7. Gate 13. September 2017
10/16/2017	808347	NorthWestern Energy	General	$ 15.98	0722273-0
10/16/2017	808347	NorthWestern Energy	Airport	$ 17.45	0720296-3. Gate 29. September 2017
10/16/2017	808347	NorthWestern Energy	General	$ 13.32	0722274-8
10/16/2017	808347	NorthWestern Energy	General	$ 111.14	0722275-5
10/16/2017	808347	NorthWestern Energy	Airport	$ 19.02	2114868-9. Runway Weather System
10/16/2017	808347	NorthWestern Energy	Airport	$ 10.99	0712805-1. IP-10. September 2017
10/16/2017	808347	NorthWestern Energy	General	$ 33.16	0722278-9
10/16/2017	808347	NorthWestern Energy	General	$ 17.02	0722279-7
10/16/2017	808347	NorthWestern Energy	General	$ 5.97	0722280-5
10/16/2017	808347	NorthWestern Energy	General	$ 5.97	0722281-3
10/16/2017	808347	NorthWestern Energy	General	$ 5.97	0722283-9
10/16/2017	808347	NorthWestern Energy	General	$ 5.97	0722284-7
10/16/2017	808347	NorthWestern Energy	General	$ 17.02	0722808-3
10/16/2017	808347	NorthWestern Energy	General	$ 8.92	0722852-1
10/16/2017	808347	NorthWestern Energy	General	$ 8.09	0722862-0
10/16/2017	808347	NorthWestern Energy	General	$ 89.50	0722901-6
10/16/2017	808347	NorthWestern Energy	General	$ 6.59	0722976-8
10/16/2017	808347	NorthWestern Energy	General	$ 181.83	0722995-8
10/16/2017	808347	NorthWestern Energy	General	$ 85.64	0723005-5
10/16/2017	808347	NorthWestern Energy	General	$ 5.97	0723025-3
10/16/2017	808347	NorthWestern Energy	General	$ 7.61	0723039-4
10/16/2017	808347	NorthWestern Energy	General	$ 5.85	0723046-9
10/16/2017	808347	NorthWestern Energy	General	$ 20.13	0723049-3
10/16/2017	808347	NorthWestern Energy	General	$ 12.75	0723053-5
10/16/2017	808347	NorthWestern Energy	General	$ 17.78	0723064-2
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 5.97	0723394-3
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 5.97	0723395-0
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 5.97	0723396-8
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 5.97	0723397-6
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 5.97	0723398-4
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 5.97	0723835-5
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 8.09	0723836-3
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 5.85	0723840-5

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 258.58	0723879-3
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 6.59	0723883-5
10/16/2017	808347	NorthWestern Energy	General	$ 106.00	0723884-3
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 6.59	0723885-0
10/16/2017	808347	NorthWestern Energy	General	$ 17.78	0723887-6
10/16/2017	808347	NorthWestern Energy	General	$ 237.84	0793134-8
10/16/2017	808347	NorthWestern Energy	General	$ 34.44	0813489-2
10/16/2017	808347	NorthWestern Energy	Street/Traffic Oper	$ 6.22	0855404-0
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 7.31	0881455-0
10/16/2017	808347	NorthWestern Energy	General	$ 14.76	0978917-3
10/16/2017	808347	NorthWestern Energy	General	$ 12.94	0999807-1
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 34.97	1045813-1
10/16/2017	808347	NorthWestern Energy	Street/Traffic Oper	$ 23.43	1045820-6
10/16/2017	808347	NorthWestern Energy	General	$ 6.47	1156527-2
10/16/2017	808347	NorthWestern Energy	Water	$ 54.21	1160807-2
10/16/2017	808347	NorthWestern Energy	Public Safety	$ 1,644.22	1183483-5
10/16/2017	808347	NorthWestern Energy	Street/Traffic Oper	$ 5.85	1242222-6
10/16/2017	808347	NorthWestern Energy	Water	$ 35.48	1346673-5
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 131.98	1513796-1
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 86.86	1513800-1
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 23.92	1513802-7
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 7.69	1513804-3
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 7.06	1514388-6
10/16/2017	808347	NorthWestern Energy	Building Inspection	$ 54.72	1569631-3
10/16/2017	808347	NorthWestern Energy	General	$ 5.85	1588262-4
10/16/2017	808347	NorthWestern Energy	General	$ 56.31	1849408-8
10/16/2017	808347	NorthWestern Energy	Water	$ 12.81	1867265-9
10/16/2017	808347	NorthWestern Energy	General	$ 39.78	1904944-4
10/16/2017	808347	NorthWestern Energy	General	$ 19.77	1941243-6
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 0.97	1948667-9
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 1.57	2041362-1
10/16/2017	808347	NorthWestern Energy	Street/Traffic Oper	$ 7.31	2047007-6
10/16/2017	808347	NorthWestern Energy	Street/Traffic Oper	$ 7.31	2047010-0
10/16/2017	808347	NorthWestern Energy	Street/Traffic Oper	$ 7.06	2047013-4
10/16/2017	808347	NorthWestern Energy	Street/Traffic Oper	$ 7.31	2047017-5
10/16/2017	808347	NorthWestern Energy	Street/Traffic Oper	$ 7.56	2047018-3
10/16/2017	808347	NorthWestern Energy	Street/Traffic Oper	$ 6.83	2047019-1
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 5.21	2055817-7
10/16/2017	808347	NorthWestern Energy	Street/Traffic Oper	$ 14.31	3088038-9
10/16/2017	808347	NorthWestern Energy	General	$ 9.75	3178260-0
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ -	1425364-5

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/16/2017	808347	NorthWestern Energy	Street/Traffic Oper	$ -	1797828-9
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 7.72	0723392-7
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 6.59	0723393-5
10/16/2017	808347	NorthWestern Energy	General	$ 17.78	0723065-9
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 5.97	0723384-4
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 7.72	0723385-1
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 7.72	0723386-9
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 7.72	0723387-7
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 7.72	0723388-5
10/16/2017	808347	NorthWestern Energy	General	$ 3.96	0723391-9
10/16/2017	808347	NorthWestern Energy	Parks Maintenance	$ 2.63	0723391-9
10/16/2017	808349	PeopleReady Inc	Solid Waste	$ 1,201.66	Paper Pickers for the Landfill
10/16/2017	808349	PeopleReady Inc	Solid Waste	$ 1,383.20	Paper Pickers for the Landfill
10/16/2017	808352	Power Service Inc	Water	$ 117.11	Freight
10/16/2017	808352	Power Service Inc	Water	$ 13,136.18	WASTEWATER PARTS & SUPPLY
10/16/2017	808354	Public Utilities	General	$ 1,079.98	136087
10/16/2017	808354	Public Utilities	General	$ 94.48	137793
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 4,311.58	242652
10/16/2017	808354	Public Utilities	Airport	$ 41.75	250830-Hilsendeger Bldg
10/16/2017	808354	Public Utilities	Airport	$ 67.68	250828-Alpine Air-Maintenance
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 538.82	102418
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 559.72	136082
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 720.00	136087
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 3,154.06	175850
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 1,731.96	168362
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 3,683.21	166674
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 5,900.42	164212
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 3,188.51	164211
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 89.04	163944
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 9.67	158992
10/16/2017	808354	Public Utilities	Facilities Mngmt	$ 311.05	158260
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 1,214.54	158252
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 194.87	148702
10/16/2017	808354	Public Utilities	Airport	$ 865.90	251009-Terminal Compactor
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 1,765.03	148654
10/16/2017	808354	Public Utilities	Airport	$ 47.08	250859-TSA
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 275.30	148423
10/16/2017	808354	Public Utilities	Airport	$ 427.95	250858-Billings Fire Center-BLM
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 3,720.40	148398
10/16/2017	808354	Public Utilities	Airport	$ 94.48	250857-MT State Lands DEQ/DNRC
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 635.78	148074

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/16/2017	808354	Public Utilities	Airport	$ 57.31	250855-Marchi Office
10/16/2017	808354	Public Utilities	Airport	$ 26,785.42	136516
10/16/2017	808354	Public Utilities	Airport	$ 114.76	250854-Marchi Hangar
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 192.62	136115
10/16/2017	808354	Public Utilities	Airport	$ 67.44	250853-Aerotronics
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 63.64	136112
10/16/2017	808354	Public Utilities	Airport	$ 134.88	250851-Edwards Jet Center 1691
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 176.08	136111
10/16/2017	808354	Public Utilities	Airport	$ 114.76	250850-US Postal Service Gate 15
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 3,650.14	136108
10/16/2017	808354	Public Utilities	Airport	$ 94.48	250849-Rocky Mountain College-EJC
10/16/2017	808354	Public Utilities	Airport	$ 94.16	250848-Edwards Jet Center 1871
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 12,018.74	136103
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 505.75	136101
10/16/2017	808354	Public Utilities	Airport	$ 146.83	250847-UPS Gate 21
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 556.41	136100
10/16/2017	808354	Public Utilities	Airport	$ 114.36	250845-Airfield Maintenance
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 839.02	136099
10/16/2017	808354	Public Utilities	Airport	$ 142.96	250843-Airfield Maintenance
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 211.41	136098
10/16/2017	808354	Public Utilities	Airport	$ 6.30	250842-Executive Hangars
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 16.34	136096
10/16/2017	808354	Public Utilities	Airport	$ 88.18	250842-Executive Hangars
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 4,905.52	136090
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 9,979.47	236250
10/16/2017	808354	Public Utilities	Airport	$ 94.48	250831-Zone Dispatch-IP6 & IP7
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 4,708.44	136091
10/16/2017	808354	Public Utilities	Airport	$ 47.08	250832-Corp Air/Alpine
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 542.75	136093
10/16/2017	808354	Public Utilities	Airport	$ 84.22	250836-West End T-Hangars
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 5,911.62	136095
10/16/2017	808354	Public Utilities	Airport	$ 114.76	250840-Edwards Jet Center West
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 15,039.49	136092
10/16/2017	808354	Public Utilities	Airport	$ 282.82	250834-QTA
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 92.35	187900
10/16/2017	808354	Public Utilities	Wastewater	$ 9.67	180645
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 872.09	180092
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 191.57	180091
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 1,991.73	180090
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 16.28	179987
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 579.56	177710

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 248.84	176577
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 724.03	201942
10/16/2017	808354	Public Utilities	Parks Maintenance	$ 1,988.43	192352
10/16/2017	808355	Public Works-Administration	Water	$ 3,020.00	PWU Sept 2017 Engineering Permits
10/16/2017	808355	Public Works-Administration	Water	$ 11,907.00	PWU Sept 2017 Engineering Permits
10/16/2017	808359	Rotational Molding Inc	Solid Waste	$ 17,693.00	180-300 gallon black alley barrels
10/16/2017	808360	Routematch Software, Inc.	Transit	$ 32,600.18	Annual tech support for Paratransit
10/16/2017	808365	Securitas Security Services USA, Inc	Parking	$ 1,260.00	Invoice #W5788266.Additional guard
10/16/2017	808365	Securitas Security Services USA, Inc	Parking	$ 1,088.33	Invoice #W5809678. Security Patrol
10/16/2017	808365	Securitas Security Services USA, Inc	Parking	$ 1,088.34	Invoice #W5809678. Security Patrol
10/16/2017	808365	Securitas Security Services USA, Inc	Parking	$ 1,088.33	Invoice #W5809678. Security Patrol
10/16/2017	808365	Securitas Security Services USA, Inc	Parking	$ 1,260.00	Invoice #W5796413. Additional guard
10/16/2017	808365	Securitas Security Services USA, Inc	Parking	$ 1,638.00	Invoice #W5809688. Additional guard
10/16/2017	808365	Securitas Security Services USA, Inc	Parking	$ 336.00	Invoice #W5802784. Additional guard
10/16/2017	808370	Sletten Construction Company	Wastewater	$ 2,163,742.13	WO 14-11 Water Reclamation Facility
10/16/2017	808371	St Vincent Occupational Health	General	$ 1,120.00	Inv. #51500 Drug Testing, On-site
10/16/2017	808371	St Vincent Occupational Health	General	$ 95.00	Inv. #51500 Drug Testing, On-site
10/16/2017	808371	St Vincent Occupational Health	General	$ 50.00	Inv. #51500 Drug Testing, On-site
10/16/2017	808371	St Vincent Occupational Health	Street/Traffic Oper	$ 95.00	Inv. #51500 Drug Testing, On-site
10/16/2017	808371	St Vincent Occupational Health	Water	$ 57.00	Inv. #51500 Drug Testing, On-site
10/16/2017	808371	St Vincent Occupational Health	Wastewater	$ 38.00	Inv. #51500 Drug Testing, On-site
10/16/2017	808371	St Vincent Occupational Health	Solid Waste	$ 380.00	Inv. #51500 Drug Testing, On-site
10/16/2017	808371	St Vincent Occupational Health	Airport	$ 95.00	Inv. #51500 Drug Testing, On-site
10/16/2017	808371	St Vincent Occupational Health	Airport	$ 190.00	Inv. #51500 Drug Testing, On-site
10/16/2017	808371	St Vincent Occupational Health	Transit	$ 190.00	Inv. #51500 Drug Testing, On-site
10/16/2017	808371	St Vincent Occupational Health	City Health Ins Fund	$ 675.00	Inv. #51500 Drug Testing, On-site
10/16/2017	808371	St Vincent Occupational Health	Engineering	$ 170.00	Inv. #51500 Drug Testing, On-site
10/16/2017	808376	Territorial Landworks Inc	Water	$ 2,138.56	WO 17-14 Grand Ave Water & Sewer
10/16/2017	808376	Territorial Landworks Inc	Wastewater	$ 2,138.56	WO 17-14 Grand Ave Water & Sewer
10/16/2017	808379	Tire-Rama	Solid Waste	$ 2,317.50	Tire repairs for the garbage trucks
10/16/2017	808379	Tire-Rama	Solid Waste	$ 964.04	Tires for the fuel truck at the Landfill
10/16/2017	808379	Tire-Rama	Solid Waste	$ 4,136.00	recapped tires for the garbage trucks
10/16/2017	808379	Tire-Rama	Solid Waste	$ 4,582.00	recapped tires for the garbage trucks
10/16/2017	808379	Tire-Rama	Solid Waste	$ 4,990.50	recapped tires for the garbage trucks
10/16/2017	808381	Toter Incorporated	Solid Waste	$ 30,605.80	Green yard waste 90 gallon barrels
10/16/2017	808382	Town & Country Supply Association	Transit	$ 3,798.00	BUS MET PO NUM 304324
10/16/2017	808382	Town & Country Supply Association	Airport	$ 18,349.60	Invoice #302914. QTA Car Rental Fuel
10/16/2017	808382	Town & Country Supply Association	Water	$ 282.49	NONSTOCKING ITEMS-P.U.D.
10/16/2017	808382	Town & Country Supply Association	Water	$ 623.13	NONSTOCKING ITEMS-P.U.D.
10/16/2017	808382	Town & Country Supply Association	Transit	$ 12,835.89	BUS MET PO NUM 304324
10/16/2017	808383	Tractor & Equipment Co.	Solid Waste	$ 5,008.59	Scraper rental for the Landfill

Check Date	Check #	Name	Fund Name		Amount	Item Desc
10/16/2017	808383	Tractor & Equipment Co.	Solid Waste	$	10,412.55	Preventative maintenance for unit 253
10/16/2017	808383	Tractor & Equipment Co.	Solid Waste	$	929.24	Parts for Landfill Equipment
10/16/2017	808383	Tractor & Equipment Co.	Solid Waste	$	1,341.80	Parts for Landfill equipment
10/16/2017	808383	Tractor & Equipment Co.	Solid Waste	$	2,469.15	Parts for Landfill equipment
10/16/2017	808383	Tractor & Equipment Co.	Solid Waste	$	3,281.54	Parts for Landfill equipment
10/16/2017	808383	Tractor & Equipment Co.	Solid Waste	$	1,139.46	Parts for the Landfill Equipment
10/16/2017	808383	Tractor & Equipment Co.	Fleet	$	6,810.00	B2449701 PO NUM 304289
10/16/2017	808383	Tractor & Equipment Co.	General	$	115.44	BLCS0659886
10/16/2017	808390	Walker Parking Consultants	Parking	$	689.15	Contract for Professional Architectural
10/16/2017	808390	Walker Parking Consultants	Parking	$	689.16	Contract for Professional Architectural
10/16/2017	808390	Walker Parking Consultants	Parking	$	689.15	Contract for Professional Architectural
10/16/2017	808390	Walker Parking Consultants	Parking	$	1,365.72	Contract for Professional Architectural
10/16/2017	808390	Walker Parking Consultants	Parking	$	1,365.73	Contract for Professional Architectural
10/16/2017	808390	Walker Parking Consultants	Parking	$	1,365.73	Contract for Professional Architectural
10/16/2017	808393	Western Municipal Construction Inc	Water	$	34,191.63	WO 1701 2017 Water & Sewer
10/16/2017	808398	Yellowstone County Finance Dpt	Public Safety	$	23,500.00	September 2017 Jail Boarders
10/16/2017	808398	Yellowstone County Finance Dpt	Parking	$	1,045.78	County lot agreement. 1/2 meter

Consent **1. L. 3.**

Regular City Council Meeting

Meeting Date: 11/13/2017

TITLE: Payment of Claims October 23, 2017

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

Claims in the amount of $3,198,695.17 have been audited and are presented for City Council payment approval. A complete listing of the claims dated August 23, 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

Attachments

councilmemo_10.23.2017

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/23/2017	808402	A & H Turf & Specialities	General	$ 10,134.00	Rainbird cellular cartridges
10/23/2017	808402	A & H Turf & Specialities	Parks Maintenance	$ 2,252.00	Rainbird cellular cartridges
10/23/2017	808402	A & H Turf & Specialities	Parks Maintenance	$ 2,252.00	Rainbird cellular cartridges
10/23/2017	808402	A & H Turf & Specialities	Parks Maintenance	$ 2,252.00	Rainbird cellular cartridges
10/23/2017	808403	A & I Distributors	Solid Waste	$ 1,527.60	Rebuild of oil heater at the Landfill
10/23/2017	808403	A & I Distributors	Solid Waste	$ 1,729.58	Oil for Landfill equipment
10/23/2017	808403	A & I Distributors	Solid Waste	$ 159.40	Oil for the Landfill equipment
10/23/2017	808403	A & I Distributors	Solid Waste	$ 185.90	Oil for the Landfill equipment
10/23/2017	808403	A & I Distributors	Airport	$ 607.06	Invoice #3024992. Oil for Operations
10/23/2017	808403	A & I Distributors	Water	$ 253.32	WATER PARTS AND SUPPLIES
10/23/2017	808403	A & I Distributors	Fleet	$ 373.68	3016931 PO NUM 303431
10/23/2017	808403	A & I Distributors	Public Safety	$ 39.79	3018492
10/23/2017	808403	A & I Distributors	Street/Traffic Oper	$ 185.90	3020637
10/23/2017	808403	A & I Distributors	Fleet	$ (1,807.44)	3023512
10/23/2017	808403	A & I Distributors	Fleet	$ (652.30)	3023530 PO NUM 304278
10/23/2017	808403	A & I Distributors	Fleet	$ 35.52	3025034
10/23/2017	808403	A & I Distributors	Fleet	$ 3,665.46	3025034 PO NUM 303431
10/23/2017	808403	A & I Distributors	Fleet	$ 92.95	3027995 PO NUM 303431
10/23/2017	808403	A & I Distributors	Solid Waste	$ 694.90	Blue DEF and nozzles
10/23/2017	808403	A & I Distributors	Solid Waste	$ 698.51	Blue DEF for the garbage trucks
10/23/2017	808403	A & I Distributors	Transit	$ 1,445.40	BUS MET PO NUM 303431
10/23/2017	808403	A & I Distributors	Street/Traffic Oper	$ 40.34	3018492
10/23/2017	808403	A & I Distributors	Fleet	$ 526.81	3018492 PO NUM 303431
10/23/2017	808403	A & I Distributors	Transit	$ 185.90	AUTO &TRUCK MAINT.ITEMS
10/23/2017	808403	A & I Distributors	Solid Waste	$ 39.79	3018492
10/23/2017	808403	A & I Distributors	Fleet	$ 1,155.02	3018492 PO NUM 303431
10/23/2017	808403	A & I Distributors	Fleet	$ 100.21	3018492 PO NUM 303431
10/23/2017	808403	A & I Distributors	Fleet	$ 989.88	3021557
10/23/2017	808405	Ace Electric Inc	Solid Waste	$ 1,232.56	WO1411 Water Reclamation Facility
10/23/2017	808405	Ace Electric Inc	Wastewater	$ 1,232.56	WO1411 Water Reclamation Facility
10/23/2017	808405	Ace Electric Inc	Property Ins	$ 1,500.00	Inv. 41156 Timing mechanisms
10/23/2017	808409	American Title & Escrow	CDBG	$ 10,000.00	FTHB Jennifer Walden 23 Berg
10/23/2017	808412	Avery Dennison Corporation	Street/Traffic Oper	$ 801.00	white HIP paper
10/23/2017	808412	Avery Dennison Corporation	Street/Traffic Oper	$ 2,218.50	white sheeting and yel/grn
10/23/2017	808412	Avery Dennison Corporation	Street/Traffic Oper	$ 156.80	swabs/pads for cleaning sign machine
10/23/2017	808414	BASF Corpooration	Wastewater	$ 26,040.56	11 bags Zetag
10/23/2017	808416	Beartooth Environmental, Inc.	Solid Waste	$ 1,050.00	Hazardous Waste Removal
10/23/2017	808416	Beartooth Environmental, Inc.	Solid Waste	$ 4,577.00	Hazardous waste removal
10/23/2017	808421	Billings Construction Supply, Inc	General	$ 6,129.75	Dog signs
10/23/2017	808428	Border States Electric	Water	$ 156.14	cl2 CHEMICAL BUILDING
10/23/2017	808428	Border States Electric	Water	$ 166.37	Back plane assembly

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/23/2017	808428	Border States Electric	Water	$ 267.11	block shallow contact. torpedo level
10/23/2017	808428	Border States Electric	Wastewater	$ 379.80	grounding studs
10/23/2017	808428	Border States Electric	Wastewater	$ 541.08	Grounding studs WWTP
10/23/2017	808428	Border States Electric	Water	$ 303.29	ELECTRICAL FOR WTP & WWTP
10/23/2017	808428	Border States Electric	Water	$ 1,891.44	ELECTRICAL FOR WTP & WWTP
10/23/2017	808428	Border States Electric	Water	$ 1,396.35	EN2TR 2 Port CLX Hi Ca[
10/23/2017	808428	Border States Electric	Wastewater	$ 1,396.35	EN2TR 2 Port CLX Hi Ca[
10/23/2017	808428	Border States Electric	Wastewater	$ 182.44	#4 Primary Clarifier
10/23/2017	808428	Border States Electric	Water	$ (1,296.30)	returned Cntrllogix High Capac
10/23/2017	808428	Border States Electric	Wastewater	$ (1,296.30)	returned Cntrllogix High Capac
10/23/2017	808432	Business Tax Section	Water	$ 161.00	repair 50 feet of track and install new
10/23/2017	808432	Business Tax Section	Arterial Streets	$ 2,002.96	WO 16-09 Grand Ave
10/23/2017	808432	Business Tax Section	Gas Tax	$ 622.07	WO 17-03 2017 Street Maintenance
10/23/2017	808432	Business Tax Section	Parking	$ 388.38	Phase II. Restoration project for city
10/23/2017	808432	Business Tax Section	EOC 911	$ 1,240.36	Business tax for 911 center
10/23/2017	808432	Business Tax Section	Wastewater	$ 12.46	WO1411 Water Reclamation Facility
10/23/2017	808432	Business Tax Section	Solid Waste	$ 12.46	WO1411 Water Reclamation Facility
10/23/2017	808432	Business Tax Section	Parking	$ 388.38	Phase II. Restoration project for city
10/23/2017	808432	Business Tax Section	Wastewater	$ 23.00	WO 16-09 Grand Ave
10/23/2017	808432	Business Tax Section	Parking	$ 388.37	Phase II. Restoration project for city
10/23/2017	808442	CTA Inc	Park District 1	$ 5,150.15	Park splash pad.
10/23/2017	808442	CTA Inc	Rose Park Pool Construction	$ 2,554.87	Design aspects of the Rose Pool
10/23/2017	808442	CTA Inc	Rose Park Pool Construction	$ 1,308.87	Design aspects of the Rose Pool
10/23/2017	808442	CTA Inc	Rose Park Pool Construction	$ 1,554.68	Design aspects of the Rose Pool
10/23/2017	808442	CTA Inc	EOC 911	$ 21,130.17	911 Center Architect and Engineering
10/23/2017	808446	Dept Of Justice Dci	Police Programs	$ 12,028.28	Reimbursement of expenses for ICAC
10/23/2017	808448	DOWL	Water	$ 41,571.50	WO 17-01 2017 Water & Sewer
10/23/2017	808449	Ebms	City Health Ins Fund	$ 1,400.00	November 2017 Fee Breakdown
10/23/2017	808449	Ebms	City Health Ins Fund	$ 1,490.00	November 2017 Fee Breakdown
10/23/2017	808449	Ebms	City Health Ins Fund	$ 25,608.60	November 2017 Fee Breakdown
10/23/2017	808449	Ebms	City Health Ins Fund	$ 51,411.75	November 2017 Fee Breakdown
10/23/2017	808449	Ebms	City Health Ins Fund	$ 815.50	November 2017 Fee Breakdown
10/23/2017	808449	Ebms	City Health Ins Fund	$ 1,780.50	November 2017 Fee Breakdown
10/23/2017	808449	Ebms	City Health Ins Fund	$ 4,298.80	November 2017 Fee Breakdown
10/23/2017	808450	Economic & Planning Systems Inc	Tax Increment N 27th	$ 8,190.15	Workforce Housing Needs
10/23/2017	808457	First Montana Title Co	CDBG	$ 10,000.00	FTHB Eastlick 24 MacArthur Avenue
10/23/2017	808458	Fisher Construction, Inc	EOC 911	$ 122,795.64	911 Center construction
10/23/2017	808460	Fisher's Technology	Central Services	$ 10,251.00	PD Detectives: Canon imageRUNNER
10/23/2017	808460	Fisher's Technology	Central Services	$ 6,618.00	BMC Bailiffs: Canon imageRUNNER
10/23/2017	808467	Gillig Corporation	Transit	$ 333.34	AUTO &TRUCK MAINT.ITEMS
10/23/2017	808467	Gillig Corporation	Transit	$ 3,198.16	BUS MET PO NUM 304399

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/23/2017	808468	Goetz Baldwin & Geddes PC	General	$ 10,601.30	Watters et al v. COB
10/23/2017	808474	Hample Excavation Inc	Airport	$ 4,674.18	Invoice #2903. Work performed
10/23/2017	808479	HDR, Inc.	Wastewater	$ 138,085.56	WO 14-11 WWTP Nutrient Upgrade
10/23/2017	808479	HDR, Inc.	Tax Increment South	$ 27,338.62	WO 17-06 Midland Road
10/23/2017	808485	Industrial Communications & Electronics	Public Safety	$ 642.40	MOTOROLA MINITOR VI BATTERY
10/23/2017	808485	Industrial Communications & Electronics	Public Safety	$ 89.00	MINITOR VI PROGRAMMING KIT
10/23/2017	808485	Industrial Communications & Electronics	Public Safety	$ 18,320.00	MINITOR VI MOTOROLA
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 11.98	30651336
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 11.21	30651341
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 9.19	30651340
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 105.21	30651339
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 8.38	30651337
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 101.55	30651338
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 42.22	30651342
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 17.48	30651342
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 6.59	30651342
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 30.99	30651343
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 17.10	30651344
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 78.86	30651345
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 9.57	30656550
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 23.40	30656551
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 9.59	30656553
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 16.52	30656554
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 299.39	30656554
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 87.67	30656554
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 299.50	30656555
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 22.06	30657958
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 15.26	30782378
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 18.14	30782379
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 33.62	30782379
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 32.97	30783647
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 46.88	30783647
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 15.93	30782380
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 14.74	30782381
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 5.99	30782382
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 19.24	30782383
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 122.23	30782383
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 64.86	30782383
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 50.15	30782384
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 52.08	30782385
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 5.39	30782385

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 49.16	30782386
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 32.99	30656552
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 63.10	30656552
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 21.99	30782387
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 33.99	30782388
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 9.59	30782389
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 20.64	30782390
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 46.24	30782391
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 1,113.27	30782391
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 957.23	30782392
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 650.88	30782393
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 384.93	30782393
10/23/2017	808486	Ingram Library Services Inc.	Library	$ 55.93	30782393
10/23/2017	808487	Insight Public Sector	Public Safety	$ 570.12	2-Panasonic service Packages
10/23/2017	808487	Insight Public Sector	Public Safety	$ 6,800.02	2-Panasonic Toughbooks CF-31 2
10/23/2017	808488	Intermountain Traffic, LLC	Arterial Streets	$ 7,765.93	WO 18-99 Traffic Signal Upgrade
10/23/2017	808491	Jacks Heavy Equipment Inc	Solid Waste	$ 439,196.00	Schedule I Two new tandem cabover
10/23/2017	808493	John Rohrer Contracting Company Inc	Parking	$ 38,449.36	Phase II. Restoration project for city
10/23/2017	808493	John Rohrer Contracting Company Inc	Parking	$ 38,449.36	Phase II. Restoration project for city
10/23/2017	808493	John Rohrer Contracting Company Inc	Parking	$ 38,449.35	Phase II. Restoration project for city
10/23/2017	808494	Junior Library Guild	Library	$ 9,275.97	Invoice 381818 Customer J02945
10/23/2017	808498	Knife River (JTL Group Inc.)	Arterial Streets	$ 198,292.48	WO 16-09 Grand Ave
10/23/2017	808498	Knife River (JTL Group Inc.)	Gas Tax	$ 61,584.81	WO 17-03 2017 Street Maintenance
10/23/2017	808498	Knife River (JTL Group Inc.)	Street/Traffic Oper	$ 168.30	asphalt
10/23/2017	808498	Knife River (JTL Group Inc.)	Street/Traffic Oper	$ 772.20	asphalt
10/23/2017	808498	Knife River (JTL Group Inc.)	Street/Traffic Oper	$ 1,227.60	asphalt
10/23/2017	808498	Knife River (JTL Group Inc.)	Street/Traffic Oper	$ 63.86	1 1/2" crushed base
10/23/2017	808498	Knife River (JTL Group Inc.)	Street/Traffic Oper	$ 125.33	1 1/2" crushed base
10/23/2017	808498	Knife River (JTL Group Inc.)	Wastewater	$ 2,277.00	WO 16-09 Grand Ave
10/23/2017	808505	Make Like A Tree Professional Tree Care LLC	Water	$ 2,800.00	tree removal at WTP
10/23/2017	808512	Miller Trois LLC	General	$ 1,971.00	I18-007830 Miller Trois LLC
10/23/2017	808512	Miller Trois LLC	Building Inspection	$ 6,330.00	I18-007830 Miller Trois LLC
10/23/2017	808512	Miller Trois LLC	City County Planning	$ 4,218.00	I18-007830 Miller Trois LLC
10/23/2017	808512	Miller Trois LLC	CDBG	$ 4,926.00	I18-007830 Miller Trois LLC
10/23/2017	808514	Mistras Group Inc	Public Safety	$ 1,962.40	GROUND LADDER INSPECTIONS
10/23/2017	808514	Mistras Group Inc	Public Safety	$ 1,650.00	SUTPHEN AERIAL LADDER TRK
10/23/2017	808514	Mistras Group Inc	Public Safety	$ 230.00	HEAT SENSOR LABELS
10/23/2017	808514	Mistras Group Inc	Public Safety	$ 825.00	PIERCE AERIAL
10/23/2017	808516	Montana Dakota Utilities Co	General	$ 28.08	501 473 1000 2
10/23/2017	808516	Montana Dakota Utilities Co	Water	$ 14.13	541 380 1000 1
10/23/2017	808516	Montana Dakota Utilities Co	Water	$ 8.52	373 580 1000 9

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/23/2017	808516	Montana Dakota Utilities Co	Water	$ 8.52	373 580 1000 9
10/23/2017	808516	Montana Dakota Utilities Co	Airport	$ 389.73	285 580 1000 6
10/23/2017	808516	Montana Dakota Utilities Co	Wastewater	$ 30.58	955 043 1000 4
10/23/2017	808516	Montana Dakota Utilities Co	Water	$ 32.33	921 580 1000 6
10/23/2017	808516	Montana Dakota Utilities Co	Airport	$ 14.13	806 580 1000 6
10/23/2017	808516	Montana Dakota Utilities Co	Airport	$ 578.03	706 580 1000 7
10/23/2017	808516	Montana Dakota Utilities Co	General	$ 38.70	703 760 1000 8
10/23/2017	808516	Montana Dakota Utilities Co	Public Safety	$ 70.15	672 860 1000 3
10/23/2017	808516	Montana Dakota Utilities Co	Public Safety	$ 78.43	668 670 1000 2
10/23/2017	808516	Montana Dakota Utilities Co	Wastewater	$ 28.84	596 733 1000 5
10/23/2017	808516	Montana Dakota Utilities Co	Airport	$ 3,619.81	595 580 1000 1
10/23/2017	808516	Montana Dakota Utilities Co	CDBG	$ 8.66	FORECLOSURE Program - 244 Terry
10/23/2017	808516	Montana Dakota Utilities Co	Water	$ 18.90	162 660 1000 4
10/23/2017	808519	Montana Municipal Interlocal Authority	Property Ins	$ 23,954.59	Inv. 917001 October 2017 Deductible
10/23/2017	808520	Montana Peterbilt LLC	Solid Waste	$ 718,722.00	Schedule II Three new tandem tilt cab
10/23/2017	808520	Montana Peterbilt LLC	Solid Waste	$ 214,122.00	Schedule III One new tandem tilt cab
10/23/2017	808520	Montana Peterbilt LLC	Solid Waste	$ 267.67	27581
10/23/2017	808520	Montana Peterbilt LLC	Solid Waste	$ 75.00	27581
10/23/2017	808520	Montana Peterbilt LLC	Solid Waste	$ 132.11	27645
10/23/2017	808521	Morrison Maierle Inc	Wastewater	$ 85,419.54	2017 Water & Sewer Projects - Sch 2
10/23/2017	808521	Morrison Maierle Inc	Water	$ 20,823.67	2017 Water & Sewer Projects - Sch 2
10/23/2017	808529	Northwest Pipe Fittings	Wastewater	$ 45.76	3" DRAIN FLUSHER. 4"-6" CLOG
10/23/2017	808529	Northwest Pipe Fittings	Water	$ 841.49	Air relief rebuild
10/23/2017	808529	Northwest Pipe Fittings	Water	$ (125.05)	4x2" saddle
10/23/2017	808529	Northwest Pipe Fittings	Water	$ 125.05	4x2" saddle
10/23/2017	808529	Northwest Pipe Fittings	Water	$ 11.63	1" SCREWDRIVER STOP RP KIT
10/23/2017	808529	Northwest Pipe Fittings	Street/Traffic Oper	$ 351.60	elbow/adapter/valves/nipples to repipe
10/23/2017	808529	Northwest Pipe Fittings	Water	$ 60.33	for sprinklers
10/23/2017	808529	Northwest Pipe Fittings	Wastewater	$ 406.00	for womens bathroom
10/23/2017	808529	Northwest Pipe Fittings	Street/Traffic Oper	$ 202.36	bushing/adapter/nipple for repiping
10/23/2017	808529	Northwest Pipe Fittings	Wastewater	$ 15.22	BOILER
10/23/2017	808529	Northwest Pipe Fittings	Street/Traffic Oper	$ 80.52	ball valve, tee for deice tanks
10/23/2017	808529	Northwest Pipe Fittings	Street/Traffic Oper	$ 3,954.72	ball valves for deice stations
10/23/2017	808529	Northwest Pipe Fittings	Street/Traffic Oper	$ 501.36	couplings/elbow/ballvalve/nipple
10/23/2017	808529	Northwest Pipe Fittings	Street/Traffic Oper	$ (55.30)	credit on return of cement, couplings
10/23/2017	808529	Northwest Pipe Fittings	Street/Traffic Oper	$ 20.22	nipples/coupling for curbstop at grand
10/23/2017	808529	Northwest Pipe Fittings	Water	$ 871.55	NONSTOCKING ITEMS-P.U.D.
10/23/2017	808529	Northwest Pipe Fittings	Water	$ 199.50	SYSTEMS PO NUM 304140
10/23/2017	808529	Northwest Pipe Fittings	Street/Traffic Oper	$ 77.30	steel clamp/elbow for repiping deice
10/23/2017	808529	Northwest Pipe Fittings	Street/Traffic Oper	$ 62.91	steel clamps/pvc cement for deice
10/23/2017	808529	Northwest Pipe Fittings	Water	$ 119.98	Strainer

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/23/2017	808529	Northwest Pipe Fittings	Water	$ 6.70	tubing
10/23/2017	808529	Northwest Pipe Fittings	Water	$ 36.34	Valve
10/23/2017	808529	Northwest Pipe Fittings	Water	$ 65.40	Valve
10/23/2017	808529	Northwest Pipe Fittings	Water	$ 9,044.00	ATER PARTS AND SUPPLIES
10/23/2017	808529	Northwest Pipe Fittings	Wastewater	$ 1,245.86	Water line to engine generator
10/23/2017	808529	Northwest Pipe Fittings	Water	$ 622.82	WATER PARTS AND SUPPLIES
10/23/2017	808529	Northwest Pipe Fittings	Water	$ 1,352.10	WATER PARTS AND SUPPLIES
10/23/2017	808529	Northwest Pipe Fittings	Water	$ 830.90	low pressure reducing valve
10/23/2017	808529	Northwest Pipe Fittings	Street/Traffic Oper	$ 922.01	pipe/adapters/tee/couplings/cement
10/23/2017	808529	Northwest Pipe Fittings	Street/Traffic Oper	$ 854.58	pipe/tees/brass adapters for repiping
10/23/2017	808529	Northwest Pipe Fittings	Street/Traffic Oper	$ 2.01	pvc adapters and elbows
10/23/2017	808529	Northwest Pipe Fittings	Water	$ 11.03	pvc elbows for sprinklers
10/23/2017	808529	Northwest Pipe Fittings	Street/Traffic Oper	$ 102.87	pvc elbows for storm sewer
10/23/2017	808529	Northwest Pipe Fittings	Street/Traffic Oper	$ 80.52	pvc tees for deice tanks
10/23/2017	808529	Northwest Pipe Fittings	Water	$ 80.22	Parts for water service for psrk
10/23/2017	808529	Northwest Pipe Fittings	Water	$ 2,856.00	WATER PARTS AND
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 531.57	SILMD 009 ACCT# 0712545-3
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 1,236.11	SILMD 173 ACCT# 0712612-1
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 98.88	SILMD 239 ACCT# 0712673-3
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 4,348.10	SILMD 013 ACCT# 0721276-4
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 346.11	SILMD 175 ACCT# 0712614-7
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 648.21	SILMD 241 ACCT# 0712675-8
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 1,461.31	SILMD 010 ACCT# 0712546-1
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 1,038.34	SILMD 174 ACCT# 0712613-9
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 398.48	SILMD 240 ACCT# 0712674-1
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 1,280.51	SILMD 017 ACCT# 0712553-7
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 271.94	SILMD 178 ACCT# 0712616-2
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 115.60	SILMD 244 ACCT# 0712677-4
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 2,118.35	SILMD 014 ACCT# 0721277-2
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 45.30	SILMD 176 ACCT# 0712615-4
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 86.71	SILMD 242 ACCT# 0712676-6
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 91.33	SILMD 018 ACCT# 0712554-5
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 543.89	SILMD 179 ACCT# 0712617-0
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 89.98	SILMD 245 ACCT# 0712678-2
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 467.06	SILMD 095 ACCT# 0712556-0
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 370.83	SILMD 180 ACCT# 0712618-8
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 346.82	SILMD 246 ACCT# 0712679-0
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 13,880.56	SILMD 097 ACCT# 0712557-8
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 1,763.03	SILMD 181 ACCT# 0712619-6
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 1,210.10	SILMD 247 ACCT# 0712680-8
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 1,666.21	SILMD 099 ACCT# 0712558-6

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 618.05	SILMD 182 ACCT# 0712620-4
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 2,565.07	SILMD 248 ACCT# 0712681-6
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 2,756.54	SILMD 100 ACCT# 0712559-4
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 1,236.11	SILMD 183 ACCT# 0712621-2
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 2,861.34	SILMD 249 ACCT# 0718734-7
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 1,820.84	SILMD 107 ACCT# 0712560-2
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 395.56	SILMD 184 ACCT# 0712622-0
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 199.23	SILMD 250 ACCT# 0719001-0
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 3,853.38	SILMD 109 ACCT# 0712561-0
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 148.34	SILMD 185 ACCT# 0712623-8
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 4,107.63	SILMD 251 ACCT# 0718801-4
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 188.18	SILMD 113 ACCT# 0712562-8
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 630.94	SILMD 186 ACCT# 0712624-6
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 578.05	SILMD 252 ACCT# 0719162-0
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 982.69	SILMD 114 ACCT# 0712563-6
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 247.24	SILMD 187 ACCT# 0712625-3
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 2,022.55	SILMD 253 ACCT# 0719644-7
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 242.47	SILMD 118 ACCT# 0712567-7
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 441.68	SILMD 191 ACCT# 0712629-5
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 2,727.47	SILMD 258 ACCT# 0720606-3
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 3,351.06	SILMD 117 ACCT# 0712566-9
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 1,285.56	SILMD 190 ACCT# 0712628-7
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 887.84	SILMD 257 ACCT# 0720360-7
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 606.95	SILMD 116 ACCT# 0712565-1
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 247.24	SILMD 189 ACCT# 0712627-9
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 176.30	SILMD 255 ACCT# 0720813-5
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 231.23	SILMD 115 ACCT# 0712564-4
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 296.66	SILMD 188 ACCT# 0712626-1
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 149.93	SILMD 254 ACCT# 0719763-5
10/23/2017	808530	NorthWestern Energy	Street/Traffic Oper	$ 11,492.83	Signal Bills
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 518.31	SILMD 008 ACCT# 0712544-6
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 562.88	SILMD 172 ACCT# 0712611-3
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 15.51	SILMD 238 ACCT# 0712672-5
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 562.85	SILMD 134 ACCT# 0712582-6
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 346.11	SILMD 206 ACCT# 0712643-6
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 210.32	SILMD 278 ACCT# 1087619-1
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 243.91	SILMD 133 ACCT# 0712581-8
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 36.24	SILMD 205 ACCT# 0712642-8
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 862.45	SILMD 277 ACCT# 1058710-3
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 895.98	SILMD 131 ACCT# 0712580-0
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 374.90	SILMD 204 ACCT# 0712641-0

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 478.98	SILMD 276 ACCT# 0961926-3
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 131.34	SILMD 130 ACCT# 0712579-2
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 18.96	SILMD 203 ACCT# 0712640-2
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 210.72	SILMD 273 ACCT# 0926386-4
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 346.82	SILMD 129 ACCT# 0712578-4
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 587.09	SILMD 202 INV# 0712639-4
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 2,936.63	SILMD 272 ACCT# 0905005-5
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 519.17	SILMD 128 ACCT# 0712577-6
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 519.17	SILMD 201 ACCT# 0712638-6
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 1,043.98	SILMD 271 ACCT# 0995095-7
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 741.68	SILMD 127 ACCT# 0712576-8
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 86.82	SILMD 200 ACCT# 0712637-8
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 436.12	SILMD 270 ACCT# 0906944-4
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 202.32	SILMD 126 ACCT# 0712575-0
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 123.60	SILMD 198 ACCT# 0712636-0
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 46.89	SILMD 266 ACCT# 0721684-9
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 404.63	SILMD 125 ACCT# 0712574-3
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 71.13	SILMD 197 ACCT# 0712635-2
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 365.92	SILMD 265 ACCT# 0721556-9
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 1,011.57	SILMD 124 ACCT# 0712573-5
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 71.13	SILMD 196 ACCT# 0712634-5
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 163.56	SILMD 264 ACCT# 0721427-3
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 346.82	SILMD 123 ACCT# 0712572-7
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 221.40	SILMD 195 ACCT# 0712633-7
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 953.55	SILMD 263 ACCT# 0720716-0
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 197.79	SILMD 122 ACCT# 0712571-9
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 265.66	SILMD 194 ACCT# 0712632-9
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 3,281.37	SILMD 262 ACCT# 0720937-2
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 2,601.21	SILMD 121 ACCT# 0712570-1
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 791.11	SILMD 193 ACCT# 0712631-1
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 520.24	SILMD 261 ACCT# 0720705-3
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 159.78	SILMD 119 ACCT# 0712568-5
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 321.39	SILMD 192 ACCT# 0712630-3
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 1,369.38	SILMD 259 ACCT# 0720810-1
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 543.89	SILMD 135 ACCT# 0712583-4
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 395.56	SILMD 207 ACCT# 0712644-4
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 64.24	SILMD 279 ACCT# 1124127-0
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 491.33	SILMD 136 ACCT# 0712584-2
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 260.32	SILMD 208 ACCT# 0712645-1
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 691.44	SILMD 280 ACCT# 1045653-1
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 389.91	SILMD 137 ACCT# 0712585-9

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 568.62	SILMD 209 ACCT# 0712646-9
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 425.83	SILMD 283 ACCT# 1172743-5
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 780.37	SILMD 138 ACCT# 0712586-7
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 85.36	SILMD 210 ACCT# 0712647-7
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 353.93	SILMD 285 ACCT# 1206985-2
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 260.15	SILMD 139 ACCT# 0712587-5
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 47.44	SILMD 211 ACCT# 0712648-5
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 248.34	SILMD 286 ACCT# 1296582-8
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 606.95	SILMD 143 ACCT# 0712588-3
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 47.44	SILMD 212 ACCT# 0712649-3
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 119.50	SILMD 287 ACCT# 1246537-3
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 28.77	SILMD 144 ACCT# 0712589-1
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 28.46	SILMD 213 ACCT# 0712650-1
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 1,865.94	SILMD 288 ACCT# 1303978-9
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 494.45	SILMD 145 ACCT# 0712590-9
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 495.67	SILMD 214 ACCT# 0712651-9
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 221.96	SILMD 289 ACCT# 1685375-6
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 375.73	SILMD 146 ACCT# 0712591-7
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 148.34	SILMD 216 ACCT# 0712652-7
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 137.71	SILMD 290 ACCT# 1433921-2
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 487.20	SILMD 147 ACCT# 0712592-5
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 358.82	SILMD 217 ACCT# 0712653-5
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 635.85	SILMD 292 ACCT# 1481532-8
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 1,529.54	SILMD 149 ACCT# 0712593-3
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 257.29	SILMD 220 ACCT# 0712654-3
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 247.24	SILMD 293 ACCT# 1481534-4
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 791.11	SILMD 150 ACCT# 0712594-1
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 9.05	SILMD 221 ACCT# 0712655-0
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 494.45	SILMD 294 ACCT# 1481535-1
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 664.76	SILMD 151 ACCT# 0712595-8
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 74.95	SILMD 222 ACCT# 0712656-8
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 115.60	SILMD 295 ACCT# 1481536-9
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 4,496.24	SILMD 152 ACCT# 0712596-6
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 113.83	SILMD 223 ACCT# 0712657-6
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 1,310.27	SILMD 296 ACCT# 1481537-7
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 568.62	SILMD 153 ACCT# 0712597-4
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 1,903.63	SILMD 224 ACCT# 0712658-4
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 222.53	SILMD 297 ACCT# 1481539-3
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 1,227.59	SILMD 154 ACCT# 0712598-2
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 381.13	SILMD 225 ACCT# 0712659-2
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 197.79	SILMD 298 ACCT# 1481540-1

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 520.24	SILMD 155 ACCT# 0712599-0
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 304.99	SILMD 226 ACCT# 0712660-0
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 420.86	SILMD 300 ACCT# 1662840-6
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 964.16	SILMD 157 ACCT# 0712600-6
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 617.06	SILMD 227 ACCT# 0712661-8
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 5,182.19	SILMD 301 ACCT# 1687005-7
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 838.16	SILMD 158 ACCT# 0712601-4
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 838.16	SILMD 228 ACCT# 0712662-6
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 241.62	SILMD 302 ACCT# 1607534-3
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 1,142.43	SILMD 159 ACCT# 0712602-2
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 433.53	SILMD 229 ACCT# 0712663-4
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 783.41	SILMD 305 ACCT# 1695873-8
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 751.44	SILMD 160 ACCT# 0712603-0
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 1,011.58	SILMD 230 ACCT# 0712664-2
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 231.49	SILMD 306 ACCT# 1740353-6
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 1,112.51	SILMD 161 ACCT# 0712604-8
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 606.95	SILMD 231 ACCT# 0712665-9
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 2,725.54	SILMD 307 ACCT# 2049005-8
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 63.44	SILMD 162 ACCT# 0712605-5
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 2,630.11	SILMD 232 ACCT# 0712666-7
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 275.92	SILMD 308 ACCT# 2072459-7
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 679.42	SILMD 163 ACCT# 0712606-3
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 828.97	SILMD 233 ACCT# 0712667-5
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 325.31	SILMD 309 ACCT# 2001311-6
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 395.56	SILMD 164 ACCT# 0712607-1
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 466.47	SILMD 234 ACCT# 0712668-3
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 342.17	SILMD 310 ACCT# 2060519-2
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 924.87	SILMD 165 ACCT# 0712608-9
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 521.81	SILMD 235 ACCT# 0712669-1
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 254.62	SILMD 311 ACCT# 3014475-2
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 247.24	SILMD 167 ACCT# 0712609-7
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 166.03	SILMD 236 ACCT# 0712670-9
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 234.10	SILMD 312 ACCT# 3146127-0
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 593.35	SILMD 171 ACCT# 0712610-5
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 420.28	SILMD 237 ACCT# 0712671-7
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 354.18	SILMD 315 Acct# 3305804-1
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 1,146.86	SILMD 316 Acct# 3291842-7
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 78.79	SILMD 317 Acct# 3253826-6
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 54.93	SILMD 320 Acct# 0712569-3
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 366.63	SILMD 321 Acct# 3338917-2
10/23/2017	808530	NorthWestern Energy	Light Maintenance	$ 74.23	SILMD 322 Acct# 3402033-9

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/23/2017	808531	NorthWestern Energy	Facilities Mngmt	$ 1,618.27	1160804-9
10/23/2017	808531	NorthWestern Energy	General	$ 506.50	1191404-1
10/23/2017	808531	NorthWestern Energy	Facilities Mngmt	$ 3,075.34	1269391-7
10/23/2017	808531	NorthWestern Energy	Street/Traffic Oper	$ 0.33	1740357-7
10/23/2017	808531	NorthWestern Energy	Street/Traffic Oper	$ 0.65	1748896-6
10/23/2017	808531	NorthWestern Energy	General	$ 26.24	1836666-6
10/23/2017	808531	NorthWestern Energy	Solid Waste	$ 1,879.96	3252194-0
10/23/2017	808531	NorthWestern Energy	Airport	$ 246.01	3446396-8. USDA APHIS.
10/23/2017	808531	NorthWestern Energy	General	$ -	0839280-5
10/23/2017	808531	NorthWestern Energy	Wastewater	$ 168.42	EA Electricity
10/23/2017	808531	NorthWestern Energy	Water	$ 1,133.00	0100485-2
10/23/2017	808531	NorthWestern Energy	Airport	$ 68.25	3085107-5. New Employee Parking.
10/23/2017	808531	NorthWestern Energy	Facilities Mngmt	$ 625.26	0975808-7
10/23/2017	808531	NorthWestern Energy	Water	$ 871.46	1116452-2
10/23/2017	808531	NorthWestern Energy	Water	$ 191.84	1142253-2
10/23/2017	808531	NorthWestern Energy	Facilities Mngmt	$ 1,050.38	1160802-3
10/23/2017	808531	NorthWestern Energy	General	$ 317.53	0925496-2
10/23/2017	808531	NorthWestern Energy	Public Safety	$ 578.38	0871546-8
10/23/2017	808531	NorthWestern Energy	Water	$ 5.85	0723059-2
10/23/2017	808531	NorthWestern Energy	Airport	$ 680.16	1669567-8. TSA Building.
10/23/2017	808531	NorthWestern Energy	General	$ 787.87	0723045-1
10/23/2017	808531	NorthWestern Energy	Water	$ 9,766.73	0723040-2
10/23/2017	808531	NorthWestern Energy	Airport	$ 45.20	1138926-9. Aero Interiors.
10/23/2017	808531	NorthWestern Energy	General	$ 976.66	0722287-0
10/23/2017	808531	NorthWestern Energy	Airport	$ 103.51	2001867-7. Detail Bay 5 Thrifty/Dollar.
10/23/2017	808531	NorthWestern Energy	Water	$ 11,911.11	0722264-9
10/23/2017	808531	NorthWestern Energy	Airport	$ 199.09	2001865-1. Detail Bay 4 Avis/Budget.
10/23/2017	808531	NorthWestern Energy	General	$ 319.85	0720821-8
10/23/2017	808531	NorthWestern Energy	Airport	$ 242.35	2001862-8. Detail Bay 3 Enterprise.
10/23/2017	808531	NorthWestern Energy	General	$ 20.02	0720818-4
10/23/2017	808531	NorthWestern Energy	Airport	$ 320.60	2001855-2. Detail Bay 2
10/23/2017	808531	NorthWestern Energy	General	$ 46.05	0712387-0
10/23/2017	808531	NorthWestern Energy	Airport	$ 325.34	2001846-1. Mud Wash. October 2017
10/23/2017	808531	NorthWestern Energy	General	$ 139.21	0712536-2
10/23/2017	808531	NorthWestern Energy	Airport	$ 281.96	2001848-7. Detail Bay 1 Hertz.
10/23/2017	808531	NorthWestern Energy	Water	$ 4,683.15	0100606-3
10/23/2017	808531	NorthWestern Energy	Airport	$ 35.01	1647695-4. De Icer. October 2017
10/23/2017	808531	NorthWestern Energy	Wastewater	$ 1,561.05	0100606-3
10/23/2017	808531	NorthWestern Energy	Airport	$ 1,676.96	1993430-6. Car Wash. October 2017
10/23/2017	808531	NorthWestern Energy	Airport	$ 1,414.35	0100484-5. ARFF Facility.
10/23/2017	808531	NorthWestern Energy	Water	$ 118,639.66	0100606-3

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/23/2017	808531	NorthWestern Energy	Airport	$ 2,327.33	0100483-7. Runway Lights.
10/23/2017	808531	NorthWestern Energy	Wastewater	$ 66,677.27	0100591-7
10/23/2017	808534	Performance Engineering & Consulting	Tax Increment South	$ 4,661.25	Master site design, permitting and bid
10/23/2017	808537	Power Service Of Montana Inc	Water	$ 7,279.82	WASTEWATER PARTS & SUPPLY
10/23/2017	808539	Public Safety Training	EOC 911	$ 3,024.00	091417: SEPT 14: CRISIS
10/23/2017	808539	Public Safety Training	Public Safety	$ 2,457.00	091517 SEPT 15: COMPLACENCY
10/23/2017	808539	Public Safety Training	Public Safety	$ (1,134.00)	6 FREE SEAT(S)
10/23/2017	808541	Ratco LLC	Street/Traffic Oper	$ 49.56	99595
10/23/2017	808541	Ratco LLC	Solid Waste	$ 3,175.00	Tool boxes for the Solid Waste Truck
10/23/2017	808545	Rimrock Foundation	Municipal Court Grants	$ 5,305.86	Sept. IOP
10/23/2017	808545	Rimrock Foundation	Municipal Court Grants	$ 2,954.02	Sept. Day Treatment
10/23/2017	808545	Rimrock Foundation	Municipal Court Grants	$ 2,479.83	Sept. AC
10/23/2017	808545	Rimrock Foundation	Municipal Court Grants	$ 1,565.08	Sept. AC
10/23/2017	808545	Rimrock Foundation	Municipal Court Grants	$ 2,960.14	Sept. IOP
10/23/2017	808545	Rimrock Foundation	Municipal Court Grants	$ 5,596.32	Sept. Co-Occurring Counselor
10/23/2017	808545	Rimrock Foundation	Municipal Court Grants	$ 1,787.39	Sept. Coordinator
10/23/2017	808546	RJ Corman Railroad Services LLC	Water	$ 15,939.00	50 feet repair track and install
10/23/2017	808559	Sympro Inc	General	$ 4,257.63	10210 - Annual Maintenance
10/23/2017	808564	Town & Country Supply Association	Fleet	$ 8,518.09	303075 PO NUM 304328
10/23/2017	808564	Town & Country Supply Association	Fleet	$ 4,027.65	303319 PO NUM 304380
10/23/2017	808564	Town & Country Supply Association	General	$ 606.87	300gal dyed diesel 303320 101317
10/23/2017	808564	Town & Country Supply Association	Fleet	$ 14,541.78	301594 PO NUM 304329
10/23/2017	808564	Town & Country Supply Association	Fleet	$ 7,809.11	302918 PO NUM 304329
10/23/2017	808567	Tyler Technologies Inc	Public Safety	$ 2,904.00	2-New World Mobile Software
10/23/2017	808567	Tyler Technologies Inc	Public Safety	$ 42.00	New world prorated maintenance
10/23/2017	808568	Unified Supply & Services	Airport	$ 4,243.38	Invoice #P170403. Baggage Belt #1
10/23/2017	808570	USDA APHIS	Airport	$ 4,362.30	Invoice #3002528698. Wildlife
10/23/2017	808576	White Cloud Marketing & Distribution	Public Safety	$ 18,921.80	Item #TP9445K5BB0CE00DBA
10/23/2017	808576	White Cloud Marketing & Distribution	Public Safety	$ 1,850.00	Item #TPAS057 - SFE DES
10/23/2017	808576	White Cloud Marketing & Distribution	Public Safety	$ 999.00	Item #T03-00011-CAAA - TP83/93/94
10/23/2017	808576	White Cloud Marketing & Distribution	Public Safety	$ 13,666.32	Item #TM9445K5D0AAU000AA
10/23/2017	808576	White Cloud Marketing & Distribution	Public Safety	$ 2,590.00	Item #TPAS058 - SFE AES
10/23/2017	808576	White Cloud Marketing & Distribution	Public Safety	$ 1,546.60	Item #T03-00045-JFAC - TP81/93/94
10/23/2017	808576	White Cloud Marketing & Distribution	Public Safety	$ 1,554.00	Item #TMAS058 - SFE Key- AES
10/23/2017	808576	White Cloud Marketing & Distribution	Public Safety	$ 1,110.00	Item #TMAS057 - SFE DES
10/23/2017	808578	Xylem Water Solutions USA Inc	Wastewater	$ 3,923.63	2 sensors cable conn wwtp lab
10/23/2017	808582	Yellowstone County Weed District	Park District 1	$ 4,273.02	Yellowstone County weed 1st half
10/23/2017	808584	Yellowstone Valley Animal Shelter	Public Safety	$ 22,855.58	contract 9-22-17\10-21-17

Regular **2.**

Regular City Council Meeting

Meeting Date: 11/13/2017

TITLE: Parks, Recreation and Open Space Comprehensive Plan

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

Department: Parks/Rec/Public Lands

Presentation: Yes

PROBLEM/ISSUE STATEMENT

In July of 2016, Council approved a contract with PROS Consulting to do a Parks, Recreation and Open Space Comprehensive Plan study. This study is an update to the Parks 20/20 Plan which was completed over 17 years ago. This plan will be used to provide specific short and long-term strategies for the next 5 to 10 years and provide an optimal delivery system of parks and recreation services. This plan is also consistent with the City Council Strategic Plan and address several strategies within that plan as they relate to parks and recreation including Comprehensive, Orderly Growth and Quality of Life.

This Plan has taken over a year to develop and has involved numerous stakeholders, user groups, the Planning and Public Works Departments, and the general public. As the Plan has developed there were several updates presented to the Parks, Recreation and Cemetery Board, the Planning Board, City Council and the public. Also there was a statistically survey mailed out to Billings residents to seek their inputs and perspectives. The plan will be a guiding document for the Parks and Recreation Department to more effectively and efficiently provide high quality parks and recreational services and facilities for the citizens of Billings. See Attachment A Resolution and Exhibit A Plan Document.

The Parks, Recreation and Cemetery Board and the City/County Planning Board met jointly on October 18th to review and comment on the plan. Both Boards unanimously recommended to the Council adoption of this plan.

ALTERNATIVES ANALYZED

City Council may:

- Approve the Parks, Recreation and Open Space Comprehensive Plan as the guiding document for the Parks and Recreation Department for the next 15 years, or;
- Make modifications to the Plan, or;
- Disapprove the Plan and provide Staff with additional guidance.

FINANCIAL IMPACT

This document will be used to guide planning, operations and financial decisions for the Parks and Recreation Department budgets and CIP requests into the future.

RECOMMENDATION

Staff, the Parks, Recreation and Cemetery Board and the City/County Planning Board unanimously recommends that the City Council adopt the resolution approving the Parks, Recreation and Open Space Comprehensive Plan as the guiding document for the Parks and Recreation Department planning and operations moving into the future.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution
Exhibit “A”

RESOLUTION 17-_____

A RESOLUTION ADOPTING THE PARKS, RECREATION AND OPEN SPACE COMPREHENSIVE PLAN AS THE GUIDING DOCUMENT FOR THE OPTIMAL DELIVERY OF PARKS AND RECREATION SERVICES IN BILLINGS

WHEREAS, the public interest requires the creation and adoption of a Parks, Recreation and Open Space Comprehensive Plan to provide specific short and long-term strategies for the optimal delivery of parks and recreation services for the next 15 years; and

WHEREAS, the Plan is consistent with the City Council Strategic Plan and addresses several strategies related to parks and recreation including comprehensive, orderly growth and quality of life; and

WHEREAS, the plan will be the guiding document for the Parks and Recreation Department to efficiently and effectively provide parks and amenities and high quality recreational services to the citizens of Billings; and

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

1. The Parks Recreation and Open Space Comprehensive Plan presented for adoption and attached as *Exhibit "A"* is the official guiding document for the Parks and Recreation Department.

2. The purpose of the plan is to guide the Parks and Recreation Department in budgetary decision making and in determining the Capital Improvement Projects for the department.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the _____ day of _____, 2017.

CITY OF BILLINGS

By: _____
Thomas W. Hanel, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

City of Billings

Parks, Recreation and Public Lands
Comprehensive Parks and Recreation Master Plan

September 2017











PARKS AND
BILLINGS
RECREATION

City of Billings

Parks, Recreation and Public Lands

Comprehensive Parks and Recreation Master Plan

Approved _____

Prepared For:

The City of Billings
Parks, Recreation and Public Lands

Prepared By:

pros consulting INC.

In association with:

Peaks to Plains Design

etc Institute

(Resolution Page)

ACKNOWLEDGEMENTS

MAYOR:

Thomas W. Hanel

CITY COUNCIL:

Ward 1	Brent Cromley	Mike Yakawich
Ward 2	Angela Cimmino	Larry Brewster
Ward 3	Richard McFadden	Chris Fridel
Ward 4	Al Swanson	Ryan Sullivan
Ward 5	Shaun Brown	Richard Clark

CITY ADMINISTRATOR:

Christina Volek

BILLINGS PARKS, RECREATION AND CEMETERY BOARD:

Rick DeVore, Chair	Mark Wahl
Tom Rupsis	Darwin George
Lew Morris	Rich Lorenz
Jim Ronquillo	Tim Warburton
Chuck Platt	

YELLOWSTONE COUNTY PLANNING BOARD:

David Goodridge	Woody Woods
LaVerne Bass	Francisco Saldivar
Darell Tunnicliff	Clint Peck
Patrick Kluugman	Scott Reiter
Troy Boucher	Dennis Cook

COMPREHENSIVE PLAN COMMITTEE:

Wyeth Friday, Planning and Community Services Director
David Green, Planner II
Scott Walker, Transportation Planning Coordinator
Vern Heisler, Deputy Public Works director
Francisco Saldivar, Yellowstone County Planning Board
Melissa Henderson, Riverstone Health

BILLINGS PARKS, RECREATION AND PUBLIC LANDS STAFF

Michael Whitaker, Director
Mark Jarvis, Park Planner
Kory Thomson, Superintendent of Recreation
Mike Pigg, Superintendent of Parks
Lee Stadtmiller, Cemetery Superintendent
Chris Waite, Volunteer Coordinator
Cole McQuillan, Parks Supervisor
Steve McConnell, City Forester
Paul Reinhardt, Recreation Specialist
Sean Brandenburg, Recreation Specialist
Triniti Halverson, Senior Services Specialist
Parks Team
Recreation Team
Cemetery Team
Forestry Team

A special thanks to the citizens of Billings for your invaluable time and input.



Table of Contents

CHAPTER ONE - EXECUTIVE SUMMARY 1

1.1 PROJECT PURPOSE AND GOAL 1
1.2 PROJECT PROCESS 1
1.3 BILLINGS MASTER PLAN ORGANIZATION 2
1.4 SUMMARY OF KEY FINDINGS AND RECOMMENDATIONS 2
1.5 SUBDIVISION REGULATION RECOMMENDATIONS 21
1.6 ADMINISTRATION 22
1.7 ACTION PLAN 23

CHAPTER TWO - COMMUNITY PROFILE 24

2.1 DEMOGRAPHIC ANALYSIS 24
2.2 NATIONAL PARTICIPATORY TRENDS IN RECREATION 31
2.3 OUTDOOR RECREATION PARTICIPATION TRENDS 44
2.4 SUMMARY 46

CHAPTER THREE - COMMUNITY NEEDS ASSESSMENT 50

3.1 QUALITATIVE INPUT SUMMARY 50
3.2 STASTICALLY VALID SURVEY 53

CHAPTER FOUR - PROGRAM AND SERVICES ASSESSMENT 73

4.1 OVERVIEW OF PRIORITIES AND CORE PROGRAM AREAS 73
4.2 SURVEY FINDINGS 76
4.3 AGE SEGMENT ANALYSIS 77
4.4 LIFECYCLE ANALYSIS 78
4.5 PROGRAM AND SERVICE CLASSIFICATION 79
4.6 PROGRAM PRIORITY RANKINGS 86
4.7 OTHER KEY FINDINGS 87
4.8 OTHER KEY RECOMMENDATIONS 87
4.9 SUMMARY 88

CHAPTER FIVE - DEPARTMENT MAINTENANCE ASSESSMENTS 89

5.1 PARK MAINTENANCE 89
5.2 URBAN FORESTRY 99
5.3 CEMETERY MAINTENANCE – MOUNTVIEW CEMETERY 101

CHAPTER SIX - FACILITY ASSESSMENTS AND SERVICE LEVELS ANALYSIS 103

6.1 PARK CLASSIFICATION AND PARK DESIGN PRINCIPLES 103
6.2 TECHNICAL NEEDS ANALYSIS KEY FINDINGS 115
6.3 DEVELOPED PARK/FACILITY INVENTORY 135
6.4 PARK AND FACILITY NEEDS ANALYSIS 140
6.5 PARK AND FACILITY PRIORITY RANKINGS 141
6.6 LEVEL OF SERVICE STANDARDS RECOMMENDATIONS 142

CHAPTER SEVEN - CAPITAL IMPROVEMENTS 143

7.1 CRITICAL RECOMMENDATIONS – MAINTAINING WHAT WE HAVE 144
7.2 SUSTAINABLE RECOMMENDATIONS – IMPROVING WHAT WE HAVE 145
7.3 VISIONARY RECOMMENDATIONS – DEVELOPING NEW OPPORTUNITIES 146
7.4 CAPITAL IMPROVEMENT SUMMARY 147
7.5 OTHER RECOMMENDATIONS – DIVESTITURE OF PROPERTY 148

CHAPTER EIGHT - FUNDING OPTIONS 149

8.1 CITY-WIDE PARK DISTRICT 1 FUNDING 149
8.2 GRANTS 149
8.3 FUNDING SOURCES FOR CRITICAL PROJECTS 149
8.4 FUNDING SOURCES FOR SUSTAINABLE PROJECTS 151
8.5 FUNDING SOURCES FOR VISION PROJECTS 152
8.6 OTHER FUNDING SOURCES 152

CHAPTER NINE - SUBDIVISION REGULATION RECOMMENDATIONS 154

CHAPTER TEN - ADMINISTRATION 155

10.1 ADMINISTRATION KEY FINDINGS 155
10.2 ADMINISTRATIVE FUNCTION KEY RECOMMENDATIONS 155

CHAPTER ELEVEN - STRATEGIC IMPLEMENTATION MATRIX 157

CHAPTER TWELVE - CONCLUSION 160

APPENDIX A - RECREATION AND SENIOR PROGRAM STANDARDS 161

APPENDIX B - SPONSORSHIP POLICY 164

APPENDIX C - PARTNERSHIP POLICY 167

APPENDIX D - LAND ACQUISITION AND DIVESTITURE GUIDELINES 170

APPENDIX E - MARKETING PLAN GUIDELINES 175

APPENDIX F - MEMORIAL POLICY 181

APPENDIX G - NEIGHBORHOOD SUBDIVISION REGULATION RECOMMENDATIONS 185

APPENDIX H - GRANTS 208

Chapter One - EXECUTIVE SUMMARY

1.1 PROJECT PURPOSE AND GOAL

The purpose of the City of Billings Parks and Recreation Comprehensive Master Plan is to provide guidelines and strategies for future acquisition and development of recreational facilities and opportunities for the City of Billings. This plan is based on recognized park planning principles and standards, and reflects input from the citizens of Billings, City staff, Parks Board, Planning Board and City Council.

The City of Billings Parks and Recreation Comprehensive Master Plan focuses on the City's needs analysis through current, five-year and ten-year needs. It is a community-based document that will aid City staff and City decision-makers in providing and expanding recreational facilities and opportunities to the citizens of Billings and in preserving the City's open space areas in an orderly and economical way. This plan will address present and future needs of the community and may also help the City in leveraging additional financial resources. The primary outcomes of the Master Plan are to:

- Based on community feedback and direction, identify vision and overarching direction for the Park and Recreation Department.
- Determine the level of needs met by the Park and Recreation Department's current offerings (programming, events and parks/facilities).
- Identify unmet needs, level of desire for new programs, events, and parks/facilities.
- Complete initial testing on how to fund desired enhancements or new programs/facilities.
- Identify possible parks/facility components for new/future facilities.

1.2 PROJECT PROCESS

The process of developing the Billings Comprehensive Parks and Recreation Master Plan followed a logical planning path as illustrated below



The foundation of the *Master Plan* was to "mine" local knowledge through the use of a creative and comprehensive public participation process. It was important to engage community members who enjoy the opportunity to participate in planning as well as to encourage thoughts from other stakeholders that typically do not voice their opinions. The public input process incorporated a variety of methods that included interviews, focus group meetings, and public forums. The data generated from these critical community interactions was used to aid the consulting team when accurately articulating the true unmet needs, addressing key operational issues, providing recommendations for business related changes, and strategizing to move the Park and Recreation Department forward for optimum results.

1.2.1 ELEMENTS OF THE PLAN

The planning process for the *Master Plan* was completed with the City of Billings staff and included:

- The collection and analysis of available relevant information.
- Data analysis to determine inventory and condition of current facilities.
- Determination of supply and demand within the community.
- The recommendations for meeting the needs of the community through an analysis of improved programs and facilities.

The data collected from the staff and onsite facility assessments allowed the consulting team to identify key factors, issues, and concerns regarding the parks and recreation system and how the Billings Parks, Recreation and Public Lands Department manages operations.

1.3 BILLINGS MASTER PLAN ORGANIZATION

This *Master Plan* presents the overall analysis, findings, and recommendations of the consulting team related to the areas outlined in the scope of services. This study begins with an Executive Summary that provides an overview, and the following sections respond to the desired categories outlined in the study scope to reveal findings, determine needs and to offer operational and capital improvement recommendations.

1.4 SUMMARY OF KEY FINDINGS AND RECOMMENDATIONS

Following the assessment of the Billings Parks and Recreation system, the PROS Consulting Team identified a variety of opportunities to support the implementation of the *Master Plan*. These recommendations for the operational, programming, facility and financial recommendation elements will guide decision-making for the next five to ten years.

1.4.1 MARKET ANALYSIS KEY FINDINGS

- **Population:** The population is increasing and is projected to experience 18% population growth over the next 15 years. The number of households is projected to experience a 17% growth rate over the same time frame. With a growing population, park and recreation services must continue to grow to keep up with the population. Additionally, development will continue over the next 15 years and the parks and recreation system will need to strategically invest, develop, and maintain facilities in relation to housing development areas.
- **Age Segmentation:** The City's aging trend is significant because programs and facilities focused on an active adult (55+ population) will assume an even greater importance as the population

changes in the years to come. Age segments have different likings towards activities. For example, older adults (70+) may enjoy passive recreation activities while adults (35-69) are more likely to enjoy more active recreation activities.

- **Race and Ethnicity:** A less diverse population will likely focus the City of Billings on providing traditional programming and service offerings while always seeking to identify emerging activities and sports
- **Households and Income:** With a median and per capita household income near the state and national averages, it would be important for the City to provide offerings that are first class with exceptional customer service. It would also benefit the system to look into different funding and revenue strategies to help the Department cover costs.
- **Trend Analysis:** After analysis of several forms of survey inquiry, interest in parks and recreation is strong and growing. It is critically important for the Billings Park, Recreation and Public Lands Department to understand the national participation trends in recreation activities. In doing so, the department can gain general insight into the lifecycle stage of recreation programs and activities (emerging, stable and declining) and, thereby, anticipate potential changes in need and demand for the programs and activities that it provides to the residents of Billings. Locally, participation in sports, fitness and outdoor recreation programs is strong and indicates an opportunity to grow these services.

1.4.2 COMMUNITY INPUT KEY FINDINGS

Input from the community revealed that the Billings parks and recreation system has a physical and operational presence in the community. Participants also see the system as one that is well maintained with great staff. They also enjoy the numerous programs and amenities offered. Unmet needs exist as the demand for select services is currently outweighing the available facilities and/or existing amenities. The following summarizes the themes of community input:

QUALITATIVE INPUT SUMMARY

Discussion with staff, community leaders and citizens revealed the following key themes related to parks and recreation in Billings.

RATING OF THE PARKS AND RECREATION SYSTEM

- Ranked the quality of the system as average.
- Generally, acknowledge the limited staff available to the Department.
- Knowledgeable about the abundance of undeveloped park lands.
- Frustration surrounding the length of time it takes to bring these lands into developed and useful status.
- Appreciated the recent investments in the legacy parks.
- Vacant park lands never become a priority because all resources are focused on concentrated use areas.
- The level of maintenance effectiveness was varied.

- The limited number of developed parks leads to a lack of options for organized team practice and game locations.
- Positive experiences with the Department's recreation programs.
- Mixed opinions on the effectiveness of marketing those recreational programs.
- Participants cited their awareness of a lack of funding as a factor in the themes previously described.

MOST IMPORTANT FUNCTION OF THE PARKS AND RECREATION SYSTEM

- To Provide the Facilities
    - Participants felt that the most important role was to provide SAFE, diverse, quality spaces for people to recreate
    - Participants valued the diversity of the facilities, which allows for multiple activities without duplication, which keeps them coming back.
- To Encourage Active Citizens
    - By providing diverse parks and facilities, this encourages people to be active.
    - The ability to connect with nature was important
    - Participants valued access to green spaces
    - Participation in recreation programs
- Focus on Existing Parks
    - Prioritized making existing lands better over the acquisition of new lands

PERCEIVED UNDERSERVED SEGMENTS OF THE COMMUNITY

- Neighborhoods
    - The South Side Neighborhood was the most frequently mentioned area along with the West End.
- Types of Facilities and Programs
    - Indoor facilities, soccer fields in the Heights and skate parks and disc golf on the West End
- New Development
    - Participants cited many times that they felt that newly developed neighborhoods were being short-changed. Desire to see parks developed up-front with new subdivisions
    - Others cited a shortfall in being visionary with identifying locations for new legacy parks
    - Access to the Yellowstone River

INCREASED AWARENESS IS NEEDED

- Increased Communication/Marketing is needed

- Strengthen Partnerships
    - Partnerships with local organizations, recreation groups, the private sector and in the faith-based community
- The Program Guide/Brochure
    - Positive Feedback but many had never seen it before, so increased distribution is requested

ROLE THAT PARKS AND RECREATION PLAYS IN ECONOMIC DEVELOPMENT OF BILLINGS

- HUGE!!
    - The role of parks in business attraction and the livability/quality of life attributes that communities need
    - Missed opportunities associated with Yellowstone River
- Reflection of Community Values
    - Affirmative investment in parks will reflect a community's value set and attitudes towards the investment in the community itself
    - Other like cities cited including: Missoula (riverfront and soccer complex); Gillette (recreation center); Great Falls (riverfront); Bozeman (regional park); Boise (sports tourism); and Cody (aquatics)
- Destination Parks and Recreational Facilities are needed

MOST IMPORTANT OVERALL ISSUES FOR THE PARKS AND RECREATION SYSTEM

- Funding
    - Funding to keep up with maintenance and the ability to have enough staff to execute a plan.
    - People felt that the current user fee (i.e. field rental – the Department does not have a field or park rental rate, only an administrative fee for issuance of permit) structure is not logical.
- Quantity and Quality of Parks and Facilities
    - Current quality and quantity of existing parks and facilities is underserved
- Leveraging Community Support
    - Better relationship with outside partners could increase the awareness of the Department's needs
    - Many cited appreciations for this planning process
- Changing Demographics
    - Concerned that the reactive planning only focuses on the demographics of the now versus the demographics of the future

- People also noted a greater need to address several safety concerns in the parks as several people noted instances with transients that made them uncomfortable

- Better Communication
  - People again discussed the need for improved communication between the Department and the community

MOST IMPORTANT FUNDING ISSUES FACING THE PARKS AND RECREATION SYSTEM

- User Fee Equity
  - Current user fee schedule (for sports fields, particularly), is not logical and the administrative fees are too low
- Taxes
  - The most strongly supported tax mechanism is the local option sales tax, with a portion dedicated to park projects.
  - Mixed opinions on the effectiveness of property-tax based funding options
- Private Donations
  - Greater utilization of the Billings Parks, Recreation and Preservation Foundation
- Development-Related Funds
  - The use of impact fees, system development fees and the requirement to make developers pay for parks as a part of the initial subdivision development

STATISTICALLY VALID SURVEY SUMMARY

The following summarizes the key themes derived from the results of the statistically-valid survey.

- Usage of parks and trails is high.
- Satisfaction is below national average with the condition and quality of parks, trails and facilities.
- Though participation is low, satisfaction is very high with the quality of programs, services and events.
- Survey participants felt that parks and recreation system makes Billings a more desirable place to live.
- Satisfied ratings with overall value is average.
- Walking and biking trails are highly important to, and highly needed by, Billings residents. These results are in-line with national benchmarks.
- Adult fitness and exercise programs are highly important to, and highly needed by Billings residents. These results are in-line with national benchmarks and trends.
- Billings' residents highly value covered picnic shelters.
- Unmet needs exist, and are equally high for both programs and facilities as a percentage of need.

- When analyzing the survey results, it is important to understand that utilization of parks and recreation spaces should be a major driver of investment in public parks and recreation facilities. In analyzing the activities and programs that are most important to respondent's households and those that have the highest level of unmet need, the consulting team has identified the following activities and corresponding facility needs as the highest priority for investment.

PRIORITY INVESTMENT RATING (Statistically Valid Survey)	
Activity	Corresponding Facility Need
Walking/Jogging/Biking	Walking and Biking Trails
Family Recreation Swimming	Aquatic Facilities in Community Parks or Multi-Generational Recreation Center
Family Outdoor Adventure Trips	Outdoor Recreation Amenities
Visiting Parks	Neighborhood and Community Parks
Indoor Climbing Wall/Walking Track	Multi-Generational Recreation Center
Adult Water Fitness	Aquatic Facilities in Community Parks or Recreation Center
Recreational Family Ice Skating	Ice Rink
Adult (ages 55-70) Fitness/Exercise	Multi-Generational Recreation Center
Learn to Swim Programs for Children	Aquatic Facilities in Community Parks or Multi-Generational Recreation Center
Socialization with Dogs	Off-Leash Dog Park
River/Lake Water Sports	Accessible Entry Points to Lakes and Rivers
Space for Performing Arts	Multi-Generational Recreation Center

1.4.3 PROGRAMS AND SERVICES ASSESSMENT

KEY FINDINGS

- **Program Evaluation:** Assessment and evaluation tools to measure the success of programs and services are in place.
- **Marketing:** The Department utilizes a number of marketing strategies to inform City residents of the offerings of the community, however, it may consider a formalized Marketing Plan.
- **Program Plan:** The department is limited in fully developing a program plan due to the lack of programmable space and indoor facilities within the system.
- **Program Classification:** Prior to a staff workshop in 2017, functional groupings of programs and services did not exist and were not classified by core, important, and value-added. Currently, the Department utilizes the self-sustaining model, with the goal of recovering 100% of all direct costs through participant user fees.
- **Market Definition:** The department primarily serves residents; however, this statement is based on qualitative input as non-residents as a percentage of enrollments is not substantial.
- **Recreation Program Lifecycle Analysis:** Overall, the lifecycle analysis results indicate a best practice distribution of all programs across the life cycle. A combined total of 50.3% of programs fall into the Introduction, Take-off and Growth stages, primarily due to the increase in programming due to the recent hiring of additional staff to implement new programming for the community.

- **Age Segmentation:** Findings from the analysis show that the Department provides a good balance of programs across all age segments. All segments are targeted as a primary market for multiple Core Program Areas.

KEY RECOMMENDATIONS

- **Prioritized Program Rankings:** In reviewing the current program offerings against the desired program offerings of the community, there is an opportunity to expand programming and the prioritized program needs are shown in the table below:

Program	Priority
Family Recreation Swimming	High
Family Outdoor Adventure Trips	
Indoor Climbing/Walking Track Program*	
Adult (18-54) Fitness*	
Adult Water Fitness	
Family Recreation Ice Skating*	
Adult (age 55-70) Fitness/Exercise*	
Learn to Swim	
River/Lake Water Sports (canoeing/kayaking)	
Performing Arts/Special Interest*	
Adult (55-70) Outdoor Adventure	
Adult (55-70) Outdoor Fitness	
Adult (55-70) Educational Tours	
Children Outdoor Adventure Camps	
Children Outdoor Educational Camps	Medium
Rock Climbing and Rappelling	
Competitive Swimming	
Baseball/Softball	
Ice Hockey/Figure Skating/Curling*	Low
Tennis instruction	
Sand Volleyball	
Indoor Youth Basketball/Volleyball*	
Indoor Adult Basketball/Volleyball*	
Pickleball	
* The City does NOT currently have a facility to host these programs	

- **Participation Data Analysis:** Through ongoing participation data analysis, refine recreation program offerings to reduce low enrollment or cancelled programs due to no enrollment.
- **Expand programs and services in the areas of greatest demand:** Ongoing analysis of the participation trends of programming and services in Billings is significant when delivering high quality programs and services. By doing so, staff will be able to focus their efforts on the programs and services of the greatest need and reduce or eliminate programs and services where interest is declining. Specific efforts should be made to increase programming in the areas of greatest UNMET need as identified in the statistically valid survey.
- **Partnerships:** The department does not have all partnerships standardized in formal partnership agreements.

- **Evaluation:** Implement the program assessment and evaluation tool as recommended. Assessment and evaluation tool is provided as an Excel spreadsheet as a stand-alone separate document.

1.4.4 PARK AND TRAIL MAINTENANCE ASSESSMENT

KEY FINDINGS

- **Lines of Service:** The core lines of service (functions) performed by the Parks Division are numerous and are as follows:
    - Cemetery Maintenance
    - Contract Management
    - Equipment Maintenance
    - Furniture, Fixture and Amenity Maintenance
    - Integrated Pest Management (IPM)
    - Irrigation Maintenance
    - Landscape Maintenance
    - Open Space Maintenance
    - Playground Maintenance
    - Response to Citizen Inquiries
    - Snow and Ice Removal (infrequent)
    - Special Event Facilitation
    - Special Projects
    - Turf Maintenance
    - Urban Forestry
- **Maintenance Standards and Development of Work Plans** – Through the review of limited data and workshops with staff, the PROS Consulting team determined that the Parks division does have "institutional" routine maintenance practices in place. However, the maintenance practices have limited written standards and accompanying standard operating procedures, are based on "one-size-fits-all" approach to parks maintenance, are inconsistently applied in the field and minimal maintenance is completed in natural areas, primarily due to lack of staffing capacity.
- **Work Order Management System -** The Parks Division should consider a Work Order Management System that identifies maintenance and asset replacement schedules.
- **Resources:** Staff does not lack the necessary equipment or resources to perform tasks at a high level, however, lack of staff creates hardships when managing turf, trees and landscaping.
- **Third Party Contracting of Services -** Given the "varying" cycles of the economy, it is imperative that the division continually evaluates the capacity and cost of service in the private sector.

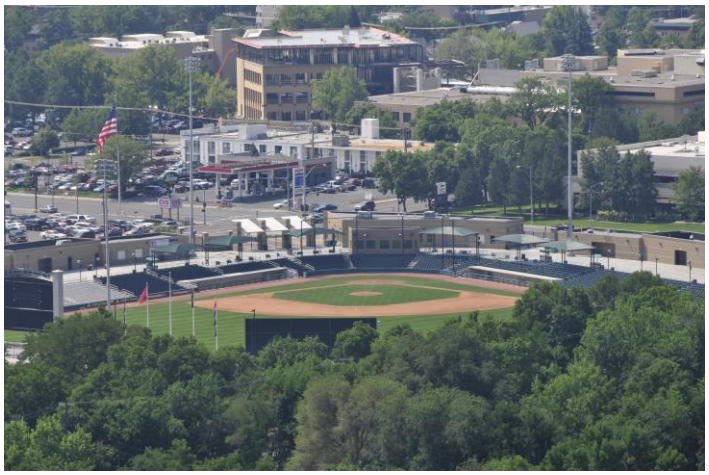
Currently, Parks does not track unit activity costs and therefore cannot analyze the unit cost to perform work internally against the unit cost to perform work by a third-party vendor. Without this level of analysis, the division is unable to determine if it is more effective and efficient to perform work "in-house" or to "contract it out".

- **Task Time Analysis:** As part of the park maintenance operations analysis, the Billings Parks Division conducted a high-level task time analysis for the core areas in which it performs regular routine maintenance. The following provides a summary of the results of this effort:
    - 39% of all labor efforts for general parks and grounds maintenance is attributed to scheduled maintenance. This equates to only 3.12 hours of every 8-hour day per person.
    - 42% of all labor efforts for general parks and grounds maintenance is expended on traveling from location to location as well as "loading and unloading" of equipment at the beginning and end of each work day. This equates to 3.36 hours of every 8-hour day per person. The majority of this unproductive time is due to the large amount of windshield time (travel time between parks).
    - Overall, approximately 4.64 hours (or 58%) of every 8-hour work day per person is spent performing actual work in the field. This falls well below the best practice guideline of 5.6 hours.
    - Achieving the best practice guideline would equate to an additional 2216 hours of actual work performed annually. This is the equivalent of 1.06 FTEs (or approximately $50,000 in total employee compensation) of work being performed in the field.
- **Maintenance Yard Locations:** The major contributor to the high amount of windshield time is the lack of satellite maintenance yards in the Heights and West End area of Billings.
- **Annual Park Operation and Maintenance Funding:** Based on analysis conducted by PROS Consulting, unit costs are not in alignment with best practice cost per acre and the parks division is currently underfunded annually by $3,946,689.
- **Staffing:** The Parks Division is comprised of 12.25 Full-time employees and 50 seasonal employees which equals 38 FTEs. Best practice ratio of staff per park acres maintained at a best practice Level 2 maintenance standard for pocket, neighborhood, greenways, and community parks is 1:20 acres. With the responsibility of actively managing 873 acres (does not include leased land, cemeteries, natural resource/conservation parks, open space/undeveloped parks, or right of way and median landscaping), the division DOES NOT have the staffing capacity to manage the developed parks system consistently at a Level 2 maintenance standard as the current ratio of FTEs to park acres is 1:23 acres. Staffing levels are deficient by at least 5.5 FTE's in order to meet the staffing requirements for Best Practice Staff Levels. This does not consider maintenance in Undeveloped Park Land or Natural Lands, which require a lower level of maintenance, but still require staff time.

KEY RECOMMENDATIONS

- **Trail Maintenance:** Clear lines of role and responsibility should be established between Parks and Public Works to ensure the effective and efficient utilization of taxpayer dollars.

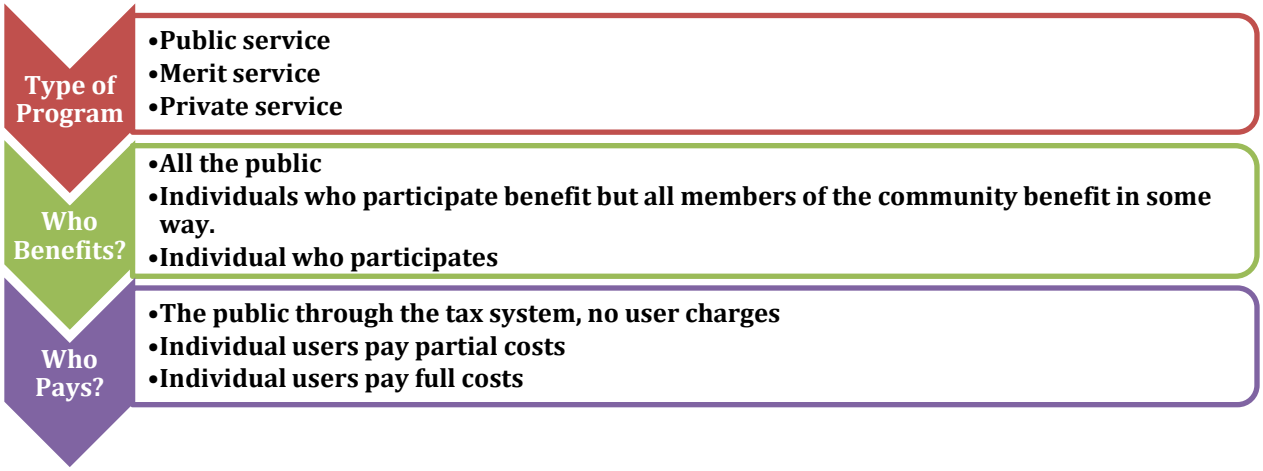
- **Implement a Work Order Management System**: A work order system should be used to track lifecycle maintenance requirements that are tied to weekly and monthly work orders. This will help the staff to stay ahead of preventative maintenance and limit breakdowns. Further, utilizing the system will provide staff the necessary "actual cost" data for work being performed.
- **Systematic Approach to Contracting Services:** Through the development of management processes, the Parks Division must begin to track unit activity costs through the implementation of a work order management system and in turn, would internally analyze the unit cost to perform work internally against the unit cost to perform work by a third-party vendor.
- **Maintenance Yard Locations:** It is recommended that basic satellite maintenance yards be constructed (one in the Heights and one in the West End) to more efficiently and effectively perform park maintenance functions by reducing windshield time.
    - The cost of constructing each maintenance yard is approximately $500,000 ($1,000,000 total cost)
    - The life expectancy of each maintenance yard is approximately 50 years.
    - Efficiencies gained by constructing the two maintenance yards = $50,000 annually.
    - Return on Investment in years = 20
- **Annual Park Operation and Maintenance Funding:** It is recommended that the parks division be allocated an additional $3,946,689 for parks maintenance functions within the next three years to meet best practice cost per acre standards.
- **Parks Division Staffing:** PROS Consulting recommends the addition of 5.5 maintenance worker FTEs within the next three years.
- **Create Work Plans Based on Maintenance Standards:** Maintenance standards are based on a Level (1), (2) and (3) modes (tasks and frequencies of each task) and follow best practices as established by the National Recreation and Park Association. The division can customize the standards based on the park and recreation values of the Billings community and need to be adopted and implemented by staff and followed regardless of whether work is performed by City staff or third-party contractors.



1.4.5 SERVICE CLASSIFICATION

KEY FINDING

The Park, Recreation and Public Lands Department currently does not classify its programs and services. Classifying programs and services is an important process for an agency to follow in order to remain aligned with the community's interests and needs, the mission of the organization, and to sustainably operate within the bounds of the financial resources that support it. The criteria utilized and recommended in program classification stems from the foundation's concept detailed by Dr. John Crompton and Dr. Charles Lamb. In Marketing Government and Social Services, they purport that programs need to be evaluated on the criteria of type, who benefits, and who bears the cost of the program. This is illustrated below:



KEY RECOMMENDATIONS

- **Implement the Classification of Services and Cost Recovery Goals:** Through the program assessment analysis, the major functional program areas were assessed and classified based on the criteria established in the previous section of the plan. This process included determining which programs and services fit into each classification criteria. Then cost recovery goals were established based on the guidelines included in this plan. The percentage of cost recovery is based on the classification of services and will *typically* fall within these ranges, *although anomalies will exist*:
    - Core 0-35%
    - Important 35-75%
    - Value Added 75%+
- **Implement a New Pricing Policy:** To gain and provide consistency, a revised pricing policy must be adopted in order for the Billings Parks, Recreation and Public Lands Department to operate effectively and efficiently to meet the program cost recovery goals identified above.
- **Develop Pricing Strategies:** As the Billings Parks, Recreation and Public Lands Department embarks on the implementation of a new pricing policy, it will be necessary to develop pricing strategies that will not only increase sales but also maximize the utilization of the Department's

parks, programs and recreation facilities. By creating pricing options, customers are given the opportunity to choose which option best fits their schedule and price point.

1.4.6 LEVEL OF SERVICE AND FACILITY ANALYSIS

KEY FINDINGS

- **Current System Inventory and Level of Service:** The Billings Parks, Recreation and Public Lands Department currently has a quality staff that operates and manages a unique system of parks, trails and open spaces that are generally in good condition.
- **Unmet Facility Needs:** Per the statistically valid survey conducted by ETC Institute, the three recreation facilities with the highest percentage of households that indicated a need for the facility were: covered picnic areas (29%), adventure area (27%), and walking and biking trails (26%). When ETC Institute analyzed the needs in the community, only one facility, covered picnic areas, had a need that affected more than 13,000 households.
- **Opportunity Exists:** The opportunity exists to expand parks and facilities due to community demand and future growth.

KEY RECOMMENDATIONS

- **Prioritized Park and Facility Rankings:** In reviewing the current park and facility offerings against the desired offerings of the community, there is an opportunity to expand facilities and the prioritized needs are shown in the table below:

Facility/Amenity	Priority
Walking and Biking Trails	High
Small Neighborhood Parks	
Off-Leash Dog Parks	
Covered Picnic Areas	
Indoor Recreation Center	
Large Community Parks	
Outdoor Swimming Pools/Water Parks	
Open Space/Conservation Areas/Trails	Medium
Adventure Area	
Indoor Competition Pool	
Outdoor Exercise Areas	
Playgrounds	
Indoor Ice Skating Rink	
Yellowstone River Access/Kayak Launch	
Community Gardens	Low
Splash pads	
Mountain Biking Trails	
Indoor Basketball Volleyball Courts	
Environmental Education Center	
Multi-Sports Complex	
Football/Lacrosse Fields	
Youth Baseball/Softball Fields	
Indoor Soccer/Lacrosse Fields	
Tennis Courts	
Pickeball Courts	
BMX Bike Course	
Skateboarding Parks	

- **Park and Facility Level of Service Recommendations:** Based on a thorough review of the parks and recreation system and extensive public input, it is recommended that the City pursue further development of specific parks and recreation amenities. Specific recommendations are shown in the chart below and are based on population growth and increasing the current level of service standard for the projected population in 2032.

Billings Service Level Standards

SERVICE LEVEL STANDARDS							2017 Facility Standards			2032 Facility Standards		
PARK TYPE	Billings Inventory	Other Inventory	Total Inventory	Recommended Service Levels; Revised for Local Service Area			Meet Standard/ Need Exists	Additional Facilities/ Amenities Needed		Meet Standard/ Need Exists	Additional Facilities/ Amenities Needed	
Pocket Parks	26.69	-	26.69	0.20	acres per	1,000	Meets Standard	-	Acre(s)	Meets Standard	-	Acre(s)
Neighborhood/School Parks	150.44	485.56	636.00	5.00	acres per	1,000	Meets Standard	-	Acre(s)	Need Exists	24	Acre(s)
Community Parks	311.89	-	311.89	3.50	acres per	1,000	Need Exists	80	Acre(s)	Need Exists	150	Acre(s)
Greenways/Linear Park	67.41	-	67.41	0.00	acres per	1,000	Meets Standard	-	Acre(s)	Meets Standard	-	Acre(s)
Special Use Parks	447.58	-	447.58	3.00	acres per	1,000	Meets Standard	-	Acre(s)	Meets Standard	-	Acre(s)
Sports Complex Parks	139.46	-	139.46	1.00	acres per	1,000	Meets Standard	-	Acre(s)	Meets Standard	-	Acre(s)
Cemeteries	66.41	-	66.41	0.50	acres per	1,000	Meets Standard	-	Acre(s)	Meets Standard	-	Acre(s)
Natural Resource/Conservation Parks	1,023.12	220.85	1,243.97	9.25	acres per	1,000	Meets Standard	-	Acre(s)	Meets Standard	-	Acre(s)
Undeveloped Parks	122.58	-	122.58	0.00	acres per	1,000	Meets Standard	-	Acre(s)	Meets Standard	-	Acre(s)
Total Park Acres	2,328.89	706.41	3,035.30	22.45	acres per	1,000						
OUTDOOR AMENITIES:												
Reservable Large Picnic Shelters	17.00		17.00	1.00	site per	4,500	Need Exists	8	Sites(s)	Need Exists	12	Sites(s)
Ball Diamond (60-foot bases)	27.00	19.00	46.00	1.00	site per	5,000	Meets Standard	-	Field(s)	Meets Standard	-	Field(s)
Ball Diamond (90-foot bases)	8.00	3.00	11.00	1.00	field per	9,000	Need Exists	1	Field(s)	Need Exists	4	Field(s)
Regulation Sports Field (Game Field, not School Sports Fields)	17.00	-	17.00	1.00	field per	4,500	Need Exists	8	Field(s)	Need Exists	12	Field(s)
Multi-Purpose Fields (Practice Field)	17.00	19.00	36.00	1.00	field per	4,500	Meets Standard	-	Field(s)	Meets Standard	-	Field(s)
Outdoor Sport Courts (basketball)	22.00	43.50	65.50	1.00	court per	5,000	Meets Standard	-	Court(s)	Meets Standard	-	Court(s)
Tennis Courts	25.00	10.00	35.00	1.00	court per	5,000	Meets Standard	-	Court(s)	Meets Standard	-	Court(s)
Playgrounds	46.00	48.00	94.00	1.00	site per	1,500	Meets Standard	-	Site(s)	Meets Standard	-	Site(s)
Dog Parks/Off leash Areas	1.00		1.00	1.00	site per	30,000	Need Exists	3	Site(s)	Need Exists	3	Site(s)
Disc Golf Course (location)	4.00		4.00	1.00	course per	35,000	Meets Standard	-	-	Meets Standard	-	-
Skate Parks	1.00		1.00	1.00	site per	50,000	Need Exists	1	Site(s)	Need Exists	2	Site(s)
Swimming Pool (indoor)	-	3.00	3.00	1.00	site per	30,000	Need Exists	1	Site(s)	Need Exists	1	Site(s)
Swimming Pool (outdoor)	2.00	1.00	3.00	1.00	site per	30,000	Need Exists	1	Site(s)	Need Exists	1	Site(s)
INDOOR AMENITIES:												
Recreation/Senior Center	9,100.00	-	9,100.00	1.00	SF per	person	Need Exists	102,935	Square Ft	Need Exists	122,997	Square Ft

1.4.7 CAPITAL IMPROVEMENTS

In order to plan and prioritize capital investments, the consulting team recommends that the Park and Recreation Department applies specific guiding principles that balances the maintenance of current assets over the development of new facilities. The departmental CIP framework is also utilized to determine and plan CIP projects and make budget decisions that are sustainable over time. These criteria (e.g., safety compliance, commitment, efficiency, revenue) and priorities are also focused on maintaining the integrity of the current infrastructure and facilities before expanding and/or enhancing programs and facilities.

The combination of data from this planning process indicates strong support for this concept of prioritization. Even with the indications of a modest economic turnaround, funding is not sufficient to take care of all existing assets and build new facilities.

The result is the recommendation to develop a three-tier plan that acknowledges a stark fiscal reality, leading to the continuous rebalancing of priorities and their associated expenditures. Each tier reflects different assumptions about available resources.

- The **Critical Alternative** focuses on prioritized spending within existing budget targets. The intention of this alternative is to make the most of existing resources with the primary goal being for the department to maintain services and perform lifecycle replacement of its assets. The actions associated with the Critical Alternative address deferred maintenance at existing facilities and is funded through existing tax dollars.
- The **Sustainable Alternative** describes the extra services or capital improvement that should be undertaken when additional funding is available. This includes strategically enhancing existing programs, beginning new alternative programs, adding new positions, or making other strategic changes that would require additional operational or capital funding. In coordination with the City Manager's Office and City Council, the Park and Recreation Department would evaluate and analyze potential sources of additional revenue, including but not limited to capital bond funding, partnerships, program income, grants, and existing or new taxes.
- The **Visionary Alternative** represents the complete set of services and facilities desired by the community. It is fiscally unconstrained but can help provide policy guidance by illustrating the ultimate goals of the community, and by providing a long-range look to address future needs and deficiencies. In this Master Plan, the Vision Alternative addresses aging facilities to make improvements in operational effectiveness and the overall sustainability of the park and recreation system. Funding for vision projects would be derived from partnerships, private investments and new tax dollars.



CRITICAL RECOMMENDATIONS – MAINTAINING WHAT WE HAVE

This section outlines the projects that focus on the repair and lifecycle replacement of existing parks, facilities, and amenities.

CRITICAL IMPROVEMENTS		
Park	**Recommended Improvements**	**Cost**
Arrowhead Park	Playground and amenity replacement; parking lot resurfacing	$875,000
Boulder Park	Replace existing irrigation system with automated system	$100,000
Burg Park	Playground and amenity replacement	$225,000
Burlington Park	Replace existing irrigation system with automated system	$100,000
Central Park	Rebuild tennis courts; resurface parking lot; amenity replacement; installation of sod in the t-ball field to create more multi-purpose use of space	$1,100,000
Clevenger Park	Parking lot redesign/replacement	$650,000
Comanche Park	Playground and amenity replacement; replace existing irrigation system with automated system	$325,000
Eaton Park	Playground and amenity replacement	$225,000
Edgerton Park	Playground, shelter, restroom and amenity replacement	$550,000
Evergreen Park West	Playground and amenity replacement; replace existing irrigation system with automated system	$450,000
Gorham Park	Playground and amenity replacement	$250,000
Grand View Park	Replace existing irrigation system with automated system	$200,000
Harvest Sub #3	Amenity replacement	$27,500
Harvest Sub #7	Playground and amenity replacement	$225,000
Hawthorne Park	Conversion of wading pool to sprayground and replacement of shelter and restroom	$1,600,000
Heritage Park	Replace existing irrigation system with automated system	$100,000
Highland Park	Playground, sprayground (recirculating) and amenity replacement	$1,600,000
Kiwanis-Durland Park	Playground and amenity replacement	$225,000
Lillis Park	Playground and amenity replacement	$225,000
Mountview Cemetery	Repave roads and trails	$200,000
Millice Park	Playground and amenity replacement	$225,000
North Park	Replace existing irrigation system with automated system	$400,000
Phipps Park	Design and construct parking lot and refurbish trail	$550,000
Pioneer Park	Replace wading pool with sprayground	$1,850,000
Poly Visa Park	Replace existing irrigation system with automated system	$400,000
Ponderosa Park	Playground and amenity replacement; creation of ADA pedestrian access; replace existing irrigation system with automated system	$630,000
Primrose Park	Playground and amenity replacement	$225,000
Riverfront Park	Replacement of roads and parking lot; replace existing irrigation system with automated system	$3,100,000
Rose Park	Playground (2) replacement; resurfacing of parking lot; shelter upgrades	$1,100,000
Rosebud Park	Playground and amenity replacement	$225,000
Sacajawea Park	Resurfacing of parking lot and basketball courts, creation of ADA pedestrian access	$225,000
Spring Creek Park	Repair sidewalks; refurbish trail; replace existing irrigation system with automated system	$210,000
Streeter Park	Playground and amenity replacement	$225,000
Swords Rimrock Park	Design, construct parking lot; expand existing parking lot; reconstruct Black Otter Road	$1,600,000
Terry Park	Playground, sprayground (recirculating) and amenity replacement	$1,500,000
Uinta Park	Playground and amenity replacement	$225,000
Veteran's Park	Renovate baseball field; replace shelter; creation of ADA pedestrian access	$375,000
Walsh Park	Playground and amenity replacement	$225,000
	Critical Improvements Subtotal	**$22,542,500**

SUSTAINABLE RECOMMENDATIONS – IMPROVING WHAT WE HAVE

Options described in this section provide the extra services or capital improvement that could be undertaken when additional funding is available to meet need(s) with a focus on enhancements to existing facilities. The following provides a summary of the sustainable options recommended by the consulting team.

SUSTAINABLE IMPROVEMENTS		
Park	**Recommended Improvements**	**Cost**
Cameron Park	Installation of loop trail and picnicking amenities	$70,000
Edgerton Park	Improve pedestrian access to park	$30,000
Grandview Park	Improve pedestrian access to park and installation of loop trail	$100,000
High Sierra Park	Expansion of dog park and parking lot	$100,000
Kiwanis-Durland Park	Installation of loop trail	$70,000
Mountview Cemetery	Signage to identify of historical and exercise trails	50000.00
Millice Park	Installation of loop trail	$70,000
Parkland West -36th Street	Installation of loop trail	$70,000
Rehberg Park	Add picnicking amenities and benches	$70,000
Veterans Park	Installation of loop trail	$70,000
Walsh Park	Add picnicking amenities and benches	$70,000
	Sustainable Improvements Subtotal	**$770,000**

VISIONARY RECOMMENDATIONS – DEVELOPING NEW OPPORTUNITIES

Recommendations described in this section represent the complete set of services and facilities desired by the community. It is fiscally unconstrained but can help provide policy guidance by illustrating the ultimate goals of the community, and by providing a long-range look to address future needs and deficiencies. The following new development and redevelopment projects have been identified as relevant to the interests and needs of the community and are relevant to the City's focus because they feature a high probability of success.

VISIONARY IMPROVEMENTS		
Park/Action	**Recommended Improvements**	**Cost**
Trails	Implement trails master plan	$5,842,000
Multi-Generational Recreation Center	Conduct Feasibility Study and construct Multi-Gen Recreation Center	$30,000,000
Land Acquisition for Community Parks	Acquire 150 acres for development of new community parks	$9,000,000
Maintenance Yard - Heights	Add a maintenance yard in the Heights to reduce windshield time	$500,000
Maintenance Yard - West End	Add a maintenance yard in the West End to reduce windshield time	$500,000
Amend Park	Update park master plan	$50,000
Bitterroot Heights Park	Implement park master plan	$1,200,000
Castle Rock Park	Update park master plan	$50,000
Centennial Park	Implement park master plan	$3,400,000
Cottonwood Park	Develop park master plan	$100,000
Coulson Park	Develop park master plan	$50,000
Cynthia-High Sierra Park	Develop park master plan	$50,000
Daniels Sub Park	Develop park master plan	$50,000
Heritage Park	Develop park master plan	$50,000
Lampman Park	Implement park master plan	$2,000,000
Lutheran Park	Develop park master plan	$50,000
Meadowlark Park	Conduct wetland delineation study	$100,000
Mountview Cemetery	Develop park master plan to identify uses for undeveloped areas	$50,000
North Park	Update park master plan	$50,000
Optimist Park	Implement park master plan	$2,900,000
Palisades Park	Implement park master plan	$2,000,000
Pioneer Park	Implement park master plan	$1,000,000
Pow Wow Park	Implement park master plan	$400,000
River Rock Park	Implement park master plan	$800,000
Rolling Hills Park	Implement park master plan (furniture, fixtures and equipment)	$25,000
Rush Park	Implement park master plan	$700,000
Sally Ann Park	Develop park master plan	$50,000
South Park	Update park master plan	$50,000
Stewart Park	Update park master plan and conduct vehicular traffic study	$100,000
Terra West Park	Develop park master plan	$25,000
	Visionary Improvements Subtotal	**$61,142,000**

CAPITAL IMPROVEMENT SUMMARY

CAPITAL IMPROVEMENT PLAN SUMMARY	
Improvement Type	**Cost**
Critical	$22,542,500
Sustainable	$770,000
Visionary	$61,142,000
Grand Total	**$84,454,500**



OTHER RECOMMENDATIONS – DIVESTITURE OF PROPERTY

PROPERTY DIVESTITURE	
Property	**Acreage**
Afflerbough Park	1.88
Afflerbough Park	4.23
Aronson Park	0.66
Beartooth Park	0.78
Blue Creek Park	1.86
Briarwood-Park on MacTavish Circle	0.15
Briarwood-Park on MacTavish Circle	0.53
Career Center Park	2.44
Cedar Park	3.95
Dick Logan Park	4.08
Dick Logan Park (Yellowstone County)	2.92
Eagle Ridge Sub Park in Blk 2	0.10
Golden View Park	1.81
Heritage Walk Park	0.23
Logan Park	1.93
Meadowlark lots	0.23
Meadowlark lots	0.24
Meadowlark lots	0.25
Meadowlark lots	0.22
Meadowlark lots	0.23
Meadowlark lots	0.25
Meadowlark lots	0.31
Parkland West Park	0.13
Racquet Club Heights	0.27
Racquet Club Heights	0.38
Ramada Park	1.19
Rimrocks Park (Wilshire)	2.36
Rocky Village PUD Park	2.00
Rocky Village PUD Park (Next to Rocky Col. Land)	1.48
Sahara Park	10.06
Shiloh Point Entry Landscape	0.14
Shiloh Point W Entry Landscape	0.11
Southgate area open space - Parks	0.97
Southgate open space	2.67
Summerhill Park	2.97
Windsor Court Park	1.99
Yellowstone Racquet Club Common Area	0.12
TOTAL ACREAGE	**56.11**

1.5 SUBDIVISION REGULATION RECOMMENDATIONS

As the City of Billings continues to grow in population, it is important to implement changes to the City Subdivision Regulations to allow for "growth to pay for itself". The Consulting Team, in conjunction with staff from the Parks, Recreation and Public Lands and the Planning and Community Services Departments, identified through research of Montana municipalities and several internal workshops, a number of improvements within the City's Subdivision Regulations as it relates to parkland development.

A complete listing of the recommendations can be found in the Appendix of the document. The key areas of recommendations are as follows:

- Park Typology Definitions
- Storm Drainage Facilities
- Watercourse and Irrigation Easements
- Ownership and Management of Open Space
- Design Standards for Planned Neighborhood Developments
- Parkland and Trail Dedication
- Storm water Detention/Retention in Parks
- Determining Cash Contribution for Parkland
- Required Supporting Documents for Major Preliminary Plat Applications

It is understood that adoption of the Comprehensive Parks and Recreation Master Plan does not constitute the approval of the specific recommendations found in the Appendix as a separate legislative process is necessary to amend the Subdivision Regulations. This legislative process is outlined below:

- The City of Billings Planning and Community Services Department would convene a meeting of other City Departments (and other subdivision reviews agencies as applicable) to discuss a list of proposed amendments to the regulations and include additional proposed changes from the group, as applicable, to develop a draft set of amended subdivision regulations for consideration.
- City staff would also likely share the proposed changes with local stakeholders in some forum (developers, Realtors, Builders, Consultants, etc.) for feedback prior to bringing the changes to the City Council for review and discussion.
- Proposed Amendments brought to City Council Work Session – Any additional items or direction received from Council at this meeting
- Planning Board would review proposed amendments at one meeting and then conduct a public hearing and make a recommendation to the City Council on the amendments at a second meeting (Public hearing would be advertised/noticed as per State Law for the Board's Hearing).
- City Council would receive Planning Board recommendation of amending the regulations at one of its regular meetings and conduct a public hearing (Public hearing would be advertised/noticed as per State Law for the Board's Hearing). The Council would consider a Resolution-to-Adopt the amended regulations after conducting the public hearing.

- If Council adopted the resolution, the amended regulations would go into effect and staff would notify stakeholders of the changes.

1.6 ADMINISTRATION

1.6.1 ADMINISTRATION KEY FINDINGS

- **General Policies and Procedures:** In conducting an analysis of the administrative policies and procedures that govern the Billings Parks, Recreation and Public Lands Department, the consulting team utilized the Commission for Accreditation of Park and Recreation Agencies (CAPRA) standards as the basis for the review. The analysis revealed that the Billings Parks, Recreation and Public Lands Department requires updates to or the development of new policies and procedures in the following areas:
    - Agency Authority, Role and Responsibility
    - Planning
    - Organization and Administration
    - Human Resources
    - Financial Management
    - Programs and Services Management
    - Facility and Land Use Management
    - Evaluation and Research

1.6.2 ADMINISTRATIVE FUNCTION KEY RECOMMENDATIONS

- **Policies and procedures:** Though there are numerous policies and procedures that are in need of update or development, the Consulting Team recommends the following be developed and implemented within the next three to five years:

RECOMMENDED POLICIES & PROCEDURES	BENEFIT	DIVISION RESPONSIBLE
Acquisition and Divesting of Property	Process to formally acquire and divest property based on select criteria	Administration
Maintenance Standards	Provide consistent efficient and effective maintenance services	Parks Maintenance
Marketing Plan Guidelines	Increase awareness of and participation in programs, services and facilities; Build Advocacy	Administration
Partnership Policy	Create balanced, win-win partnerships	Administration
Pricing Policy	Policy developed on classification of services and level of benefit received; increase revenue	Administration/Recreation
Recreation Program Standards/Evaluation	Provide consistent delivery and evaluation of recreation programs as well as cost of service	Recreation
Sponsorship Policy	Increase earned income to offset program expenditures	Administration
Training	Continuity of organization, administration and delivery of services	All
Work Order Management System	Track maintenance work completed and cost of service for work	Parks Maintenance

1.7 ACTION PLAN

The Action Matrix can be used to develop and prioritize work plans. It can be used as a road map for continued improvements in the department. The key to success for the department is to continue to build on current successes and address the major issues and recommendations in a systematic manner. This requires retaining what the department has achieved while adding programs, services, and facility improvements that will generate revenue, reduce operational expenditures, and enhance the experience for the users. In addition, focus needs to be placed on filling the off-peak times through effective pricing, and programming. The most important consideration is to keep the department fresh through programming and strategic improvements for all park users to ensure long-term success.



Chapter Two - COMMUNITY PROFILE

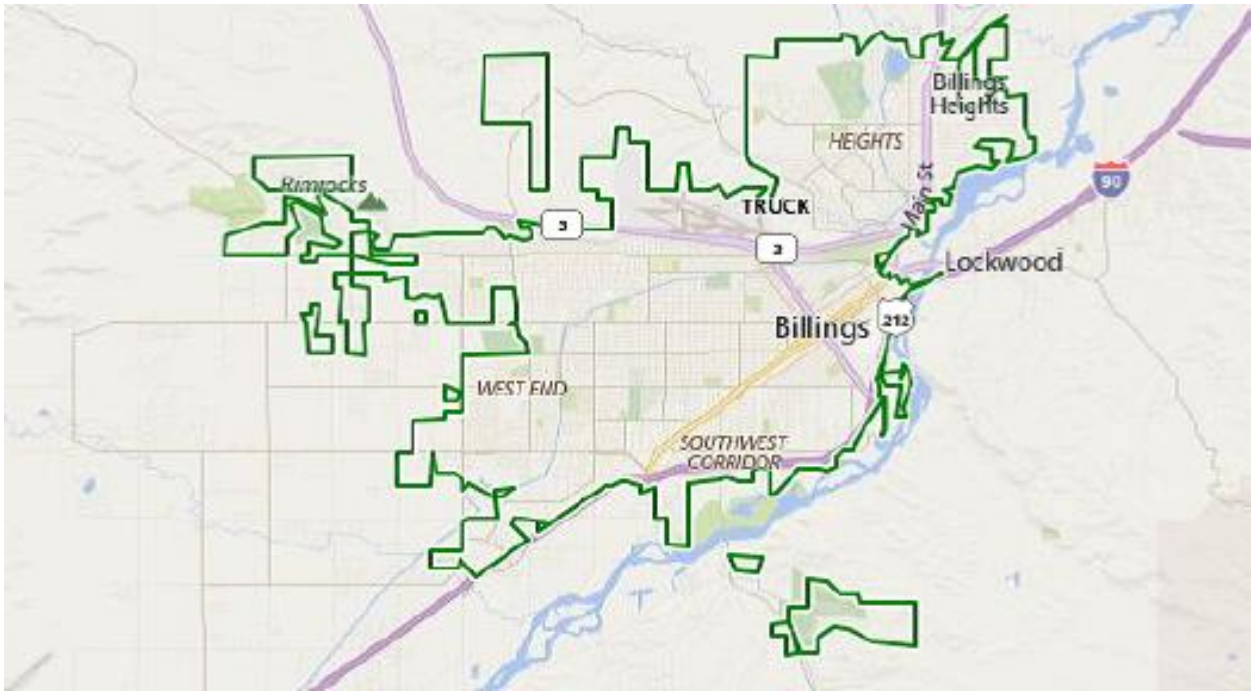
2.1 DEMOGRAPHIC ANALYSIS

The demographic analysis provides an understanding of the population within the City of Billings, Montana. This analysis is reflective of the total population, and its key characteristics such as population density, age distribution, households, ethnicity, and household income.

It is important to note that future projections are all based on historical patterns and unforeseen circumstances during or after the time of the projections could have a significant bearing on the validity of the final projections.

2.1.1 METHODOLOGY

Demographic data used for the analysis was obtained from U.S. Census Bureau and from Environmental Systems Research Institute, Inc. (ESRI), the largest research and development organization dedicated to Geographical Information Systems (GIS) and specializing in population projections and market trends. All data was acquired in September 2016 and reflects actual numbers as reported in the 2010 Census, and estimates for 2016 and 2021 as obtained by ESRI. Straight line linear regression was utilized for projected 2026 and 2031 demographics. The geographic boundary for the City of Billings was utilized as the demographic analysis boundary shown below.



RACE AND ETHNICITY DEFINITIONS

The minimum categories for data on race and ethnicity for Federal statistics, program administrative reporting, and civil rights compliance reporting are defined as below. The Census 2010 data on race are not directly comparable with data from the 2000 Census and earlier censuses; caution must be used when interpreting changes in the racial composition of the US population over time. The latest (Census 2010) definitions and nomenclature are used within this analysis.

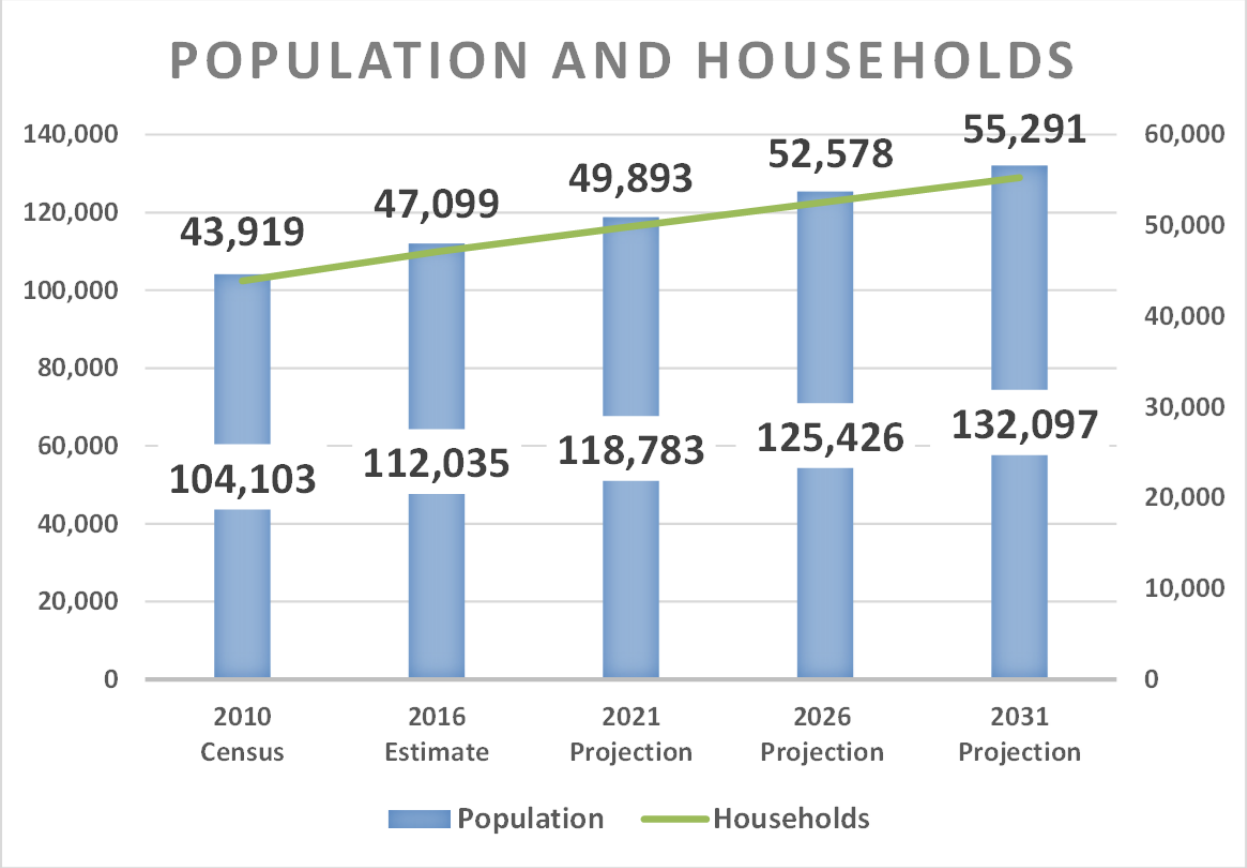
- American Indian – This includes a person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment
- Asian – This includes a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam
- Black – This includes a person having origins in any of the black racial groups of Africa
- Native Hawaiian or Other Pacific Islander – This includes a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands
- White – This includes a person having origins in any of the original peoples of Europe, the Middle East, or North Africa
- Hispanic or Latino – This is an ethnic distinction, a subset of a race as defined by the Federal Government; this includes a person of Mexican, Puerto Rican, Cuban, South or Central American, or other Spanish culture or origin, regardless of race



2.1.2 CITY OF BILLINGS POPULACE

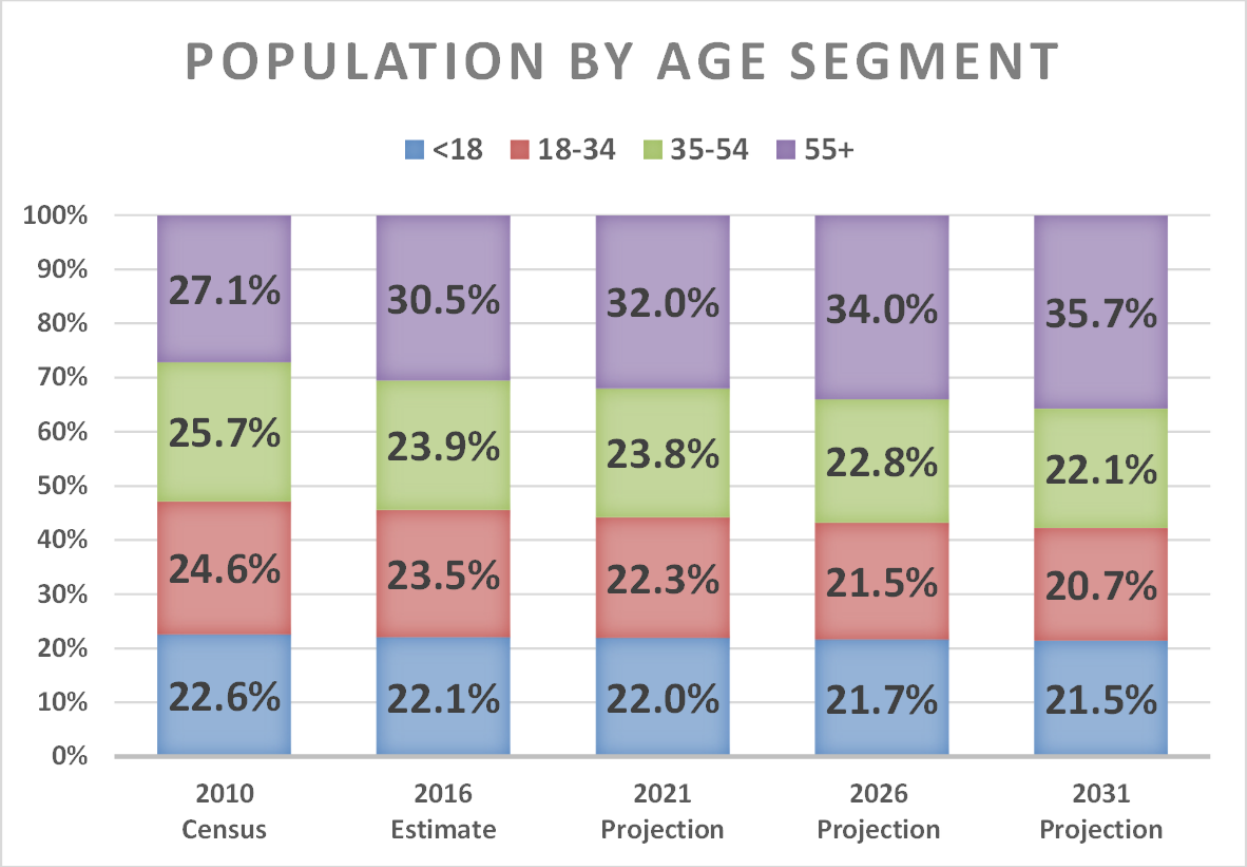
POPULATION

The City of Billings is the largest city in the State of Montana and it has witnessed growth in recent years. From 2010 to 2016, the City's total population increased by 7.6%, from 104,103 to 112,035. Projecting ahead, the total population of the City is expected to continue to increase over the next 15 years. Based on predictions through 2031, the local population is anticipated to have approximately 132,097 residents living within 55,291 households.



AGE SEGMENTATION

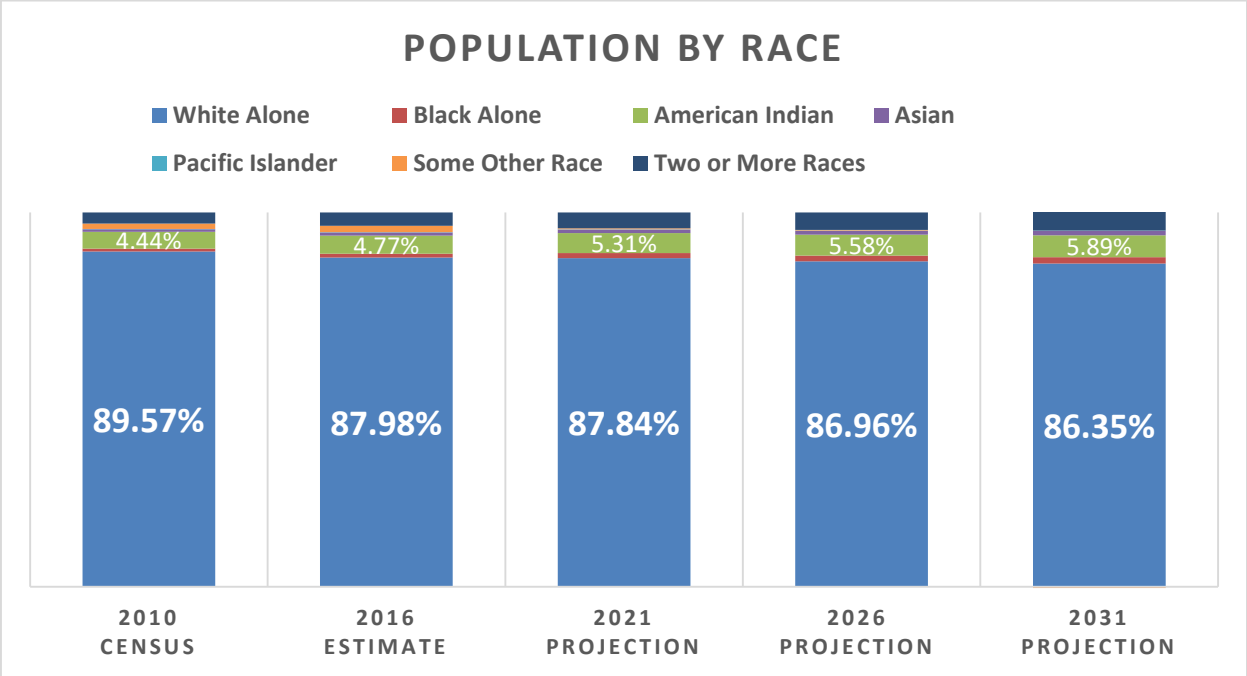
Evaluating the distribution by age segments, the City's largest age segment is the 55+ group. Currently, the 55+ group represents 30.5% of the population, which is significantly larger than the second most populous age segment (35-54). The smallest is the <18 age segment which constitutes 22.1% of the population. The 55+ age population is expected to see the most growth over the next 15 years; increasing

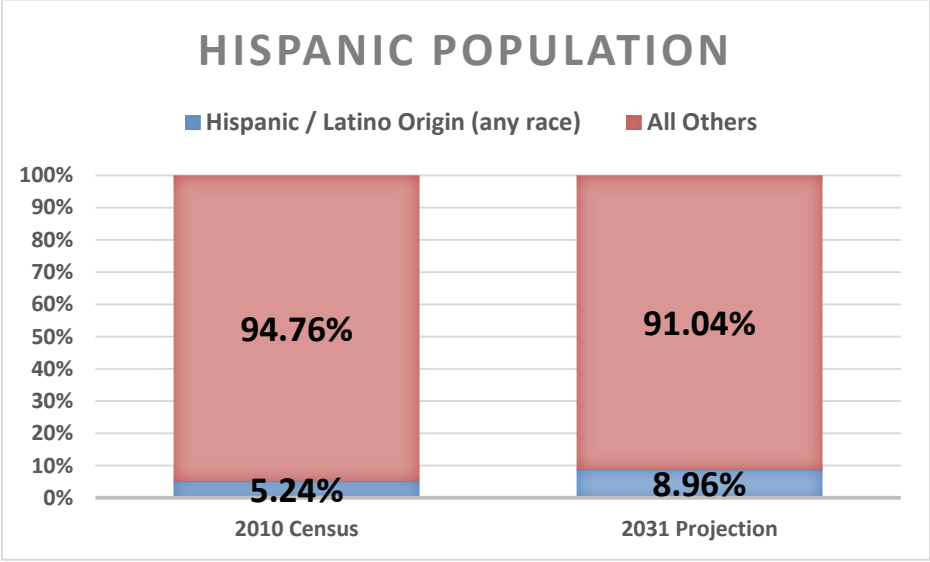


to more than a third of the population (35.7%) by 2031.

RACE AND ETHNICITY

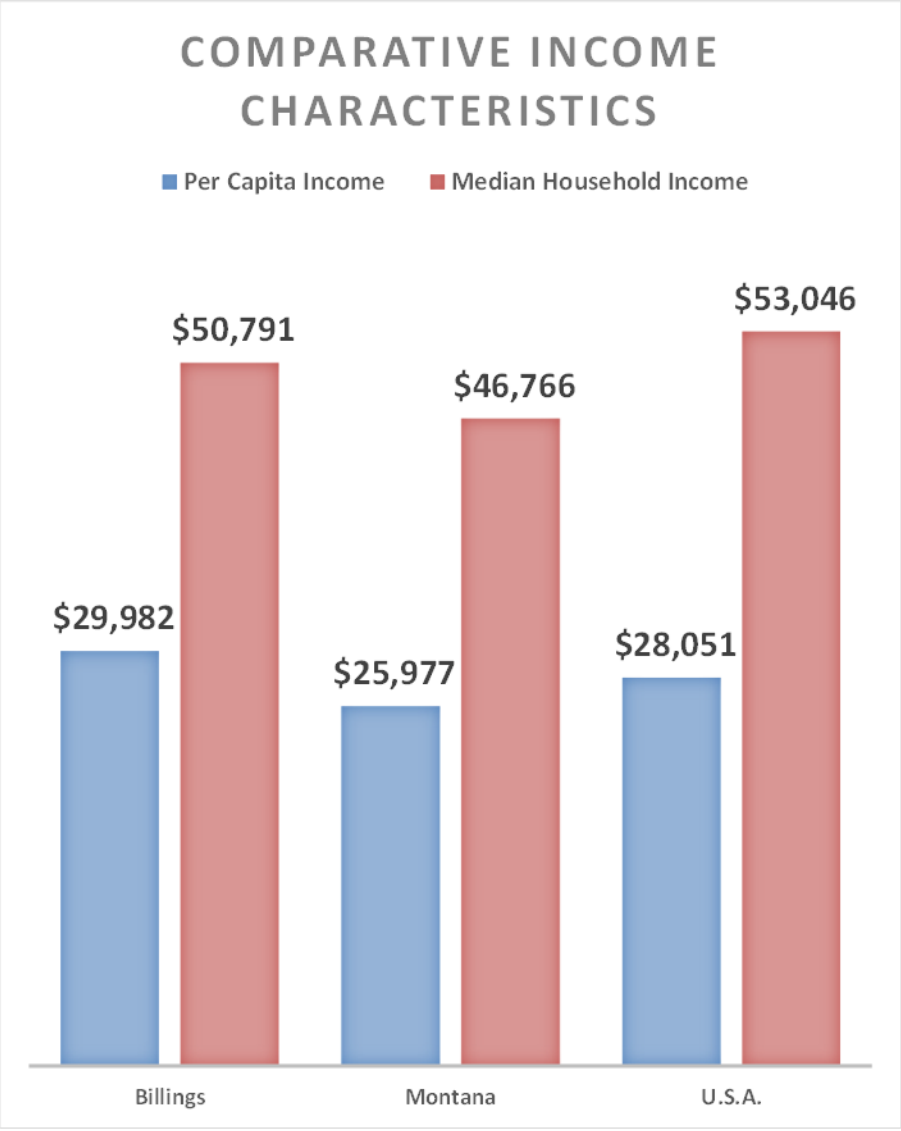
In analyzing race and ethnicity, the City is diversifying. The 2016 estimate shows that nearly 88% of the population falls into the White Alone category. Predictions for 2031 expect the White Alone population to decrease slightly to 86%. The Hispanic population is projected to represent only 8.96% of the population by 2031.





INCOME

As seen in the chart below, the City's per capita income surpasses both state and national averages while median household income is above the state average but lags behind the national average.



CITY OF BILLINGS IMPLICATIONS

The following implications are derived from the analyses provided above. Each implication is organized by the outlined demographic information sections.

POPULATION

The population is increasing and is projected to experience 18% population growth over the next 15 years. The number of households is projected to experience a 17% growth rate over the same time frame. With a growing population, park and recreation services must continue to grow to keep up with the population. Additionally, development will continue over the next 15 years and the parks and recreation system will need to strategically invest, develop, and maintain facilities in relation to housing development areas.

AGE SEGMENTATION

The City's aging trend is significant because programs and facilities focused on an active adult (55+ population) will assume an even greater importance as the population changes in the years to come. Age segments have different likings towards activities. For example, older adults (70+) may enjoy passive recreation activities while adults (35-69) are more likely to enjoy more active recreation activities.

RACE AND ETHNICITY

A less diverse population will likely focus the City of Billings on providing traditional programming and service offerings while always seeking to identify emerging activities and sports

HOUSEHOLDS AND INCOME

With a median and per capita household income near the state and national averages, it would be important for the City to prioritize providing offerings that are first class with exceptional customer service over revenue generation. However, given that revenue generation is a goal of the Department, it would benefit the system to look into different funding and revenue strategies to assist the Department in covering costs as defined in Chapter 4 of the plan.



2.2 NATIONAL PARTICIPATORY TRENDS IN RECREATION

2.2.1 METHODOLOGY

The Sports & Fitness Industry Association's (SFIA*) Sports, Fitness & Recreational Activities Topline Participation Report 2017* was utilized to evaluate national sport and fitness participatory trends. The study is based on survey findings carried out in 2016 and the beginning of 2017 by the Physical Activity Council, which conducted a total of 24,134 online interviews – 11,453 individual and 12,681 household surveys. A sample size of 24,134 completed interviews is considered by SFIA to result in a high degree of statistical accuracy. A sport with a participation rate of five percent has a confidence interval of plus or minus 0.31 percentage points under 95 percent confidence interval. Using a weighting technique, the total population figure used in this study is 296,251,344 people (ages six and older). The purpose of the report is to establish levels of activity and identify key participatory trends in recreation across the US.

CORE VS. CASUAL PARTICIPATION

In addition to overall participation rates, SFIA further categorizes active participants as either core or casual participants based on frequency. Core participants have higher participatory frequency thresholds than casual participants. The thresholds vary among different categories of activities. For instance, core participants engage in most fitness and recreational activities more than 50 times per year, while for sports, the threshold for core participation is typically 13 times per year. Core participants are more committed and less likely to switch to other fitness or sport activities or become inactive (engage in no physical activity) than causal participants. For instance, the most popular activity in 2016, fitness walking, has twice the core participants than causal participants. This may also explain why activities with more core participants tend to experience less pattern shifts than those with larger groups of casual participants.

INTENSITY OF ACTIVITY

SFIA also categorizes participation rates by the intensity of activity levels, dividing into five categories based on the caloric implication (i.e., high calorie burning, low/med calorie burning, or inactive) and the frequency of participation (i.e., 1-50 times, 50-150 times, or above) for a given activity. This entails participation rates classified as 'super active' or 'active to a healthy level' (high Cal burning, 151+ times), 'active' (high Cal burning, 50-150 times), 'casual' (high Cal burning, 1-50 times), 'low/med calorie burning', and 'inactive'. These participation rates are then assessed based on the total population trend over the last five years, as well as breaking down these rates by generation.

2.2.2 OVERVIEW

Information available through SFIA reveals that overall activity participation increased 0.3% from 2015 to 2016. General fitness sports had the most gain in participation, increasing 2% over the past year. The most popular fitness activities in 2016 include: fitness walking, treadmill, free weights, running/jogging, and stationary cycling. Most of these activities appeal to both young and old alike, can be done in various environments, are enjoyed regardless of level of skill, and have minimal economic barriers to entry. These popular activities also have appeal because of their social application. For example, although fitness activities are mainly self-directed, people enjoy walking and biking with other individuals because it can offer a degree of camaraderie.

FITNESS WALKING REMAINS MOST PARTICIPATED IN ACTIVITY

Fitness walking has remained the past decade's most popular activity by a large margin, in terms of total participants. Fitness walking participation last year was reported to be 107.9 million Americans. Although fitness walking has the highest level of participation, it did report a 1.8% decrease in 2016 from the previous year. This recent decline in fitness walking participation paired with upward trends in a wide variety of other activities, especially in fitness and sports, may suggest that active individuals are finding new ways to exercise and diversifying their recreational interests.

OUTDOOR AND ADVENTURE RECREATION ON THE RISE

In addition, the popularity of many outdoor and adventure activities has experienced strong positive growth based on the most recent findings. In 2016, outdoor activities that experienced the most growth in overall participation were BMX bicycling, day hiking, traditional climbing, and recreational vehicle camping. BMX bicycling, traditional climbing, as well as adventure racing also underwent rapid growth over the past five years. The sharp incline in participation rates for outdoor and adventure recreation is of particular interest to park planners due to the volatility of activities in the 'take-off' stage with relatively low user bases. It will be important to closely monitor these activities as they continue to mature in their lifecycles to recognize trends of sustained growth, plateauing, or eventual decline.

SPORTS PARTICIPATION

Assessing participation in traditional team sports, basketball ranks highest among all sports, with approximately 22.3 million participants in 2016. Sports that have experienced significant growth in participation are rugby, boxing, roller hockey, squash, lacrosse, cheerleading, and field hockey – all of which have experienced growth in excess of 30% over the last five years. More recently, gymnastics, rugby, sand volleyball, Pickleball, and cheerleading were the general sports activities with the most rapid growth.

In general, team sports are on the rise, increasing by 2% from 2015 and averaging a 5% over the past three years. The growth is mostly ascribed to niche sports that are gaining popularity, such as rugby and gymnastics. From 2011 to 2016, racquet sports also steadily increased by 3% on average. On the other hand, individual sports experienced consistent decline over the past five years. Most recently, the decline in individual sports is due to decreasing participation in boxing for fitness, boxing for competition, ice skating, in line roller skating, and triathlons.

INACTIVITY RATES AND INTENSITY OF ACTIVITY

According to the Physical Activity Council, "inactivity" is defined to include those participants who reported no physical activity in 2016. Over the last five years, the number of inactive individuals has increased from 78.8 million in 2011 to 81.4 million in 2016. However, assessing the most recent year, from 2015 to 2016, the US saw a slight decrease of 0.2% from 81.6 to 81.4 million inactive individuals. Although this recent shift is very promising, inactivity remains a dominant force in society; evidenced by the fact that 27.5% of the US population is considered inactive.

On the contrary, in 2016, 31.7% of the total population (ages 6+) reported being active to a healthy level and beyond (151+ times annually) in high-calorie burning activities, considered as 'super active'. One out of ten (10.3%) claim to be 'active' (50-150 times) and; similarly, 10.4% were active to a 'casual' level (1-50 times) in high-calorie burning activities. The rest either engaged in low/med-calorie burning activities (20.1%) or reported no activity (27.5%).

ACTIVITY BY GENERATION

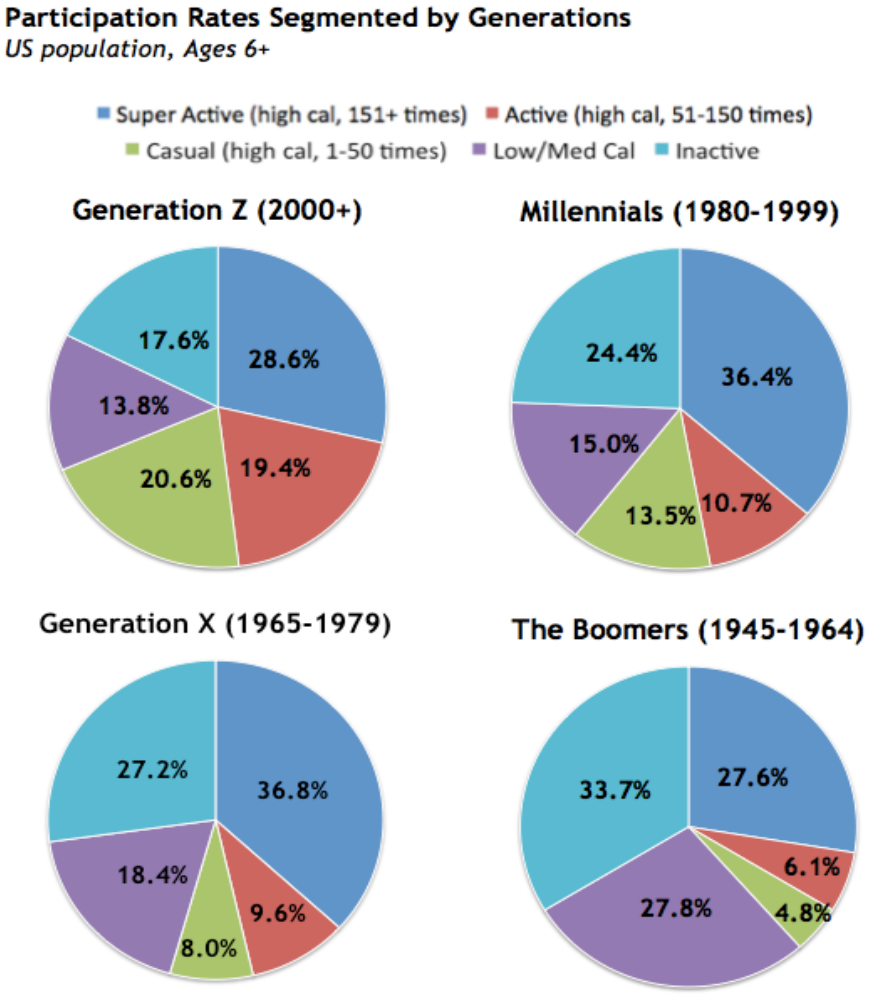
Analyzing participation by age for recreational activities reveals that fitness and outdoor sports were the most common activities across all generations. Breaking down activity level by generation shows a converse correlation between age and healthy activity rates.

Generation Z (born 2000+) were the most active, with only 17.6% as inactive, but most people in this age range were moderate participants; about 35% only engaged casually in high calorie burning activities or in low /med calorie burning activities and around 20% participated actively in high calorie burning activities.

A total of 36.4% of **millennials (born 1980-1999)** were active to a healthy level, while 24.4% claimed they were inactive. Although the inactivity rate was below the national level (27.5%), it increased over last year.

Generation X (born 1965-1979) has the highest super active rate (36.8%) among all age groups, but they also have the second highest inactive rate, 27.2% of this age group remained inactive.

The Boomers (born 1945-1964) were the least active generation, with an inactive rate of 33.7%. This age group tends to participate in less intensive activities. 27.8% liked to engage in low/med calorie burning activities, while 27.6% are active to a healthy level.



2.2.3 NATIONAL TRENDS IN GENERAL SPORTS

The sports that were most heavily participated in for 2016 were golf (no data yet) and basketball (22.3 million), which have participation figures well in excess of the other activities in the general sports category. The popularity of golf and basketball can be attributed to the ability to compete with relatively small number of participants. Golf also benefits from its wide age segment appeal, and is considered a life-long sport. Basketball's success can be attributed to the limited amount of equipment needed to participate and the limited space requirements necessary, which make basketball the only traditional sport that can be played at the majority of American dwellings as a drive-way pickup game.

Since 2011, rugby and other niche sports, like boxing, roller hockey, and squash, have seen strong growth. Rugby has emerged as the overall fastest growing sport, as it has seen participation levels rise by 82.4% over the last five years. Based on the five-year trend, boxing (62%), roller hockey (55.9%), squash (39.3%), lacrosse (39.2%), cheerleading (32.1%) and field hockey (31.8%) have also experienced significant growth. In the most recent year, the fastest growing sports were gymnastics (15%), rugby (14.9%), sand volleyball (14.7%), Pickleball (12.3%), and cheerleading (11.7%).

During the last five years, the sports that are most rapidly declining include touch football (-26%), ultimate Frisbee (-24.5%), racquetball (-17.9%), and tackle football (-15%). Ultimate Frisbee and racquetball are losing their core participants while touch football and tackle football are experiencing attrition of its casual participant base. For the most recent year, ultimate Frisbee (-16.7%), touch football (-12.3%), tackle football (-11.9%), and boxing have undergone the largest decline.

In general, the most recent year shares a similar pattern with the five-year trends; suggesting that the increasing rates for participation in certain activities have not yet reached their peaks in sports like rugby, sand volleyball, and ice hockey. However, four sports that increased rapidly over the past five years have undergone decline in 2016, including lacrosse, field hockey, squash, and boxing for competition. The reversal of the five-year trends in these sports may be due to a relatively low user base (about 1 million) and could suggest that participation in these activities may have peaked. Exiting individuals from these declining activities are mostly causal participants that may switch to a variety of other sports or fitness activities.

The most popular sports such as basketball and baseball have a larger core participant base (engaged in this activity more than 13 times annually) than casual participant base (engaged at least 1 time annually). Less mainstream sports such as ultimate Frisbee, roller hockey, squash and boxing for competition have more casual participants who engaged in these sports in a low frequency. Although, for the five-year trends, these sports have been experiencing increases in participatory rate, people joining were mostly casual participants who engaged less frequently than the more dedicated, core participant base and may switch to other sports or fitness activities, explaining the declining one-year trends.

National Participatory Trends - General Sports					
Activity	Participation Levels			% Change	
	2011	2015	2016	11-16	15-16
Basketball	24,790	23,410	22,343	-9.9%	-4.6%
Tennis	17,772	17,963	18,079	1.7%	0.6%
Baseball	13,561	13,711	14,760	8.8%	7.7%
Soccer (Outdoor)	13,667	12,646	11,932	-12.7%	-5.6%
Softball (Slow Pitch)	7,809	7,114	7,690	-1.5%	8.1%
Badminton	7,135	7,198	7,354	3.1%	2.2%
Volleyball (Court)	6,662	6,423	6,216	-6.7%	-3.2%
Football, Flag	6,325	5,829	6,173	-2.4%	5.9%
Football, Touch	7,684	6,487	5,686	-26.0%	-12.3%
Volleyball (Sand/Beach)	4,451	4,785	5,489	23.3%	14.7%
Football, Tackle	6,448	6,222	5,481	-15.0%	-11.9%
Gymnastics	4,824	4,679	5,381	11.5%	15.0%
Soccer (Indoor)	4,631	4,813	5,117	10.5%	6.3%
Track and Field	4,341	4,222	4,116	-5.2%	-2.5%
Cheerleading	3,049	3,608	4,029	32.1%	11.7%
Ultimate Frisbee	4,868	4,409	3,673	-24.5%	-16.7%
Racquetball	4,357	3,883	3,579	-17.9%	-7.8%
Pickleball	N/A	2,506	2,815	N/A	12.3%
Ice Hockey	2,131	2,546	2,697	26.6%	5.9%
Softball (Fast Pitch)	2,400	2,460	2,467	2.8%	0.3%
Lacrosse	1,501	2,094	2,090	39.2%	-0.2%
Roller Hockey	1,237	1,907	1,929	55.9%	1.2%
Wrestling	1,971	1,978	1,922	-2.5%	-2.8%
Rugby	850	1,349	1,550	82.4%	14.9%
Squash	1,112	1,710	1,549	39.3%	-9.4%
Field Hockey	1,147	1,565	1,512	31.8%	-3.4%
Boxing for Competition	747	1,355	1,210	62.0%	-10.7%
NOTE: Participation figures are in 000's for the US population ages 6 and over					
Legend:	Large Increase (greater than 25%)	Moderate Increase (0% to 25%)	Moderate Decrease (0% to -25%)	Large Decrease (less than -25%)	

2.2.4 NATIONAL TRENDS IN AQUATIC ACTIVITY

Swimming is unquestionably a lifetime sport, and all aquatic activities have experienced strong participation growth among the American population. In 2016, fitness swimming is the absolute leader in overall participation (26.6 million) for aquatic activities, due in large part to its broad, multigenerational appeal. In the most recent year, competition swimming reported the strongest growth (16.5%) among aquatic activities, followed by aquatic exercise (14.6%) and fitness swimming (1.1%).

Aquatic exercise also has a strong participation base, and has experienced steady growth since 2011. Aquatic exercise has paved the way as a less stressful form of physical activity, while allowing similar benefits as land-based exercises, including aerobic fitness, resistance training, flexibility, and better balance. Doctors are now recommending aquatic exercise for injury rehabilitation, mature patients, and patients with bone or joint problems, due to the significant reduction of stress placed on weight-bearing joints, bones, muscles, and also the effect of the water in reducing swelling from injuries.

While all activities have undergone increases over the last five years and most recently, casual participation (1-49 times) is increasing much more rapidly than core participation (50+ times). For the five-year timeframe, casual participants of competition swimming increased by 123.9%, aquatic exercise by 27.5% and fitness swimming by 26.4%. However, core participants of fitness swimming decreased by 4.8% in 2016. From 2011 to 2016, core participation of competition swimming declined by 2.3% and aquatic exercise declined by 0.1%.

National Participatory Trends - Aquatics					
Activity	**Participation Levels**			**% Change**	
	2011	**2015**	**2016**	**11-16**	**15-16**
Swimming (Fitness)	21,517	26,319	26,601	23.6%	1.1%
Aquatic Exercise	9,042	9,226	10,575	17.0%	14.6%
Swimming (Competition)	2,363	2,892	3,369	42.6%	16.5%
NOTE: Participation figures are in 000's for the US population ages 6 and over					
Legend:	Large Increase (greater than 25%)	Moderate Increase (0% to 25%)	Moderate Decrease (0% to -25%)	Large Decrease (less than -25%)	

2.2.5 NATIONAL TRENDS IN GENERAL FITNESS

Overall, national participatory trends in fitness have experienced strong growth in recent years. Many of these activities have become popular due to an increased interest among people to improve their health by engaging in an active lifestyle – 0.4% more people were reported being active to a healthy level and inactivity rate decreased by 0.2% in 2016. These activities also have very few barriers to entry, which provides a variety of options that are relatively inexpensive to participate in and can be performed by nearly anyone with no time restrictions.

The most popular fitness activity by far is fitness walking, which had about 107.9 million participants in 2016, despite a 1.8% decrease from the previous year. Other leading fitness activities based on total number of participants include treadmill (52 million), hand weights (51.5 million), running/jogging (47.4 million), stationary cycling (36.1 million), and weight/resistance machines (35.8 million).

Over the last five years, the activities growing most rapidly are non-traditional / off-road triathlons (108.2%), trail running (59.7%), traditional road triathlons (40.8%), high impact aerobics (35.8%), and tai

chi (24.6%). For the same time frame, the activities that have undergone the most decline include boot camp style cross training (-14.6%), weight/resistant machines (-9.6%), running/joggings (-5.3%), and fitness walking (-4.3%).

In the last year, activities with the largest gains in participation included stair climbing machine (13.9%), bodyweight exercise (13.4%), and cross training style workout (10.3%). From 2015 to 2016, the activities that had the most decline in participation were Barre (-7.1%), hand weights (-5.9%), stretching (-5.6%), and boxing for fitness (-4.5%).

It should be noted that many of the activities growing most rapidly have a relatively low user base, which allows for more drastic shifts in terms of percentage, especially for five-year trends. Increasing casual participants may also explain the rapid growth in some activities. For instance, core/casual participation trends showed that over the last five years, casual participants increased drastically in high impact aerobics (62%) and tai chi (36.8%), while core participant base of both activities experienced more steady growth.

Recent declines in extremely popular activities, such as fitness walking and running / jogging, paired with widespread growth in activities with lower participation levels, may suggest that those engaging in fitness activities are actively looking for new forms of exercise. However, activities like traditional and non-traditional Triathlons had larger core than casual participant base.

National Participatory Trends - General Fitness					
Activity	Participation Levels			% Change	
	2011	2015	2016	11-16	15-16
Fitness Walking	112,715	109,829	107,895	-4.3%	-1.8%
Treadmill	53,260	50,398	51,972	-2.4%	3.1%
Free Weights (Dumbbells/Hand Weights)	N/A	54,716	51,513	N/A	-5.9%
Running/Jogging	50,061	48,496	47,384	-5.3%	-2.3%
Stationary Cycling (Recumbent/Upright)	36,341	35,553	36,118	-0.6%	1.6%
Weight/Resistant Machines	39,548	35,310	35,768	-9.6%	1.3%
Stretching	34,687	35,776	33,771	-2.6%	-5.6%
Elliptical Motion Trainer	29,734	32,321	32,218	8.4%	-0.3%
Free Weights (Barbells)	27,056	25,381	26,473	-2.2%	4.3%
Yoga	22,107	25,289	26,268	18.8%	3.9%
Calisthenics/Bodyweight Exercise	N/A	22,146	25,110	N/A	13.4%
Choreographed Exercise	N/A	21,487	21,839	N/A	1.6%
Aerobics (High Impact)	15,755	20,464	21,390	35.8%	4.5%
Stair Climbing Machine	13,409	13,234	15,079	12.5%	13.9%
Cross-Training Style Workout	N/A	11,710	12,914	N/A	10.3%
Stationary Cycling (Group)	8,738	8,677	8,937	2.3%	3.0%
Pilates Training	8,507	8,594	8,893	4.5%	3.5%
Trail Running	5,373	8,139	8,582	59.7%	5.4%
Cardio Kickboxing	6,488	6,708	6,899	6.3%	2.8%
Boot Camp Style Cross-Training	7,706	6,722	6,583	-14.6%	-2.1%
Martial Arts	5,037	5,507	5,745	14.1%	4.3%
Boxing for Fitness	4,631	5,419	5,175	11.7%	-4.5%
Tai Chi	2,975	3,651	3,706	24.6%	1.5%
Barre	N/A	3,583	3,329	N/A	-7.1%
Triathlon (Traditional/Road)	1,686	2,498	2,374	40.8%	-5.0%
Triathlon (Non-Traditional/Off Road)	819	1,744	1,705	108.2%	-2.2%
NOTE: Participation figures are in 000's for the US population ages 6 and over					
Legend:	Large Increase (greater than 25%)	Moderate Increase (0% to 25%)	Moderate Decrease (0% to -25%)	Large Decrease (less than -25%)	

2.2.6 NATIONAL TRENDS IN OUTDOOR RECREATION

Results from the Participation Report demonstrate a dichotomy of growth and attrition among outdoor / adventure recreation activities. Much like the general fitness activities, these activities encourage an active lifestyle, can be performed individually or within a group, and are not limited by time restraints.

In 2016, the most popular activities, in terms of total participants, from the outdoor / adventure recreation category include day hiking (42.1 million), road bicycling (38.4 million), freshwater fishing (38.1 million), and camping within ¼ mile of vehicle/home (26.5 million).

From 2011-2016, adventure racing (149.5%), BMX bicycling (58.5%), traditional climbing (46.5%), and backpacking overnight (31.5%) have undergone the largest increases. More recently, activities growing most rapidly in the last year were BMX bicycling (15.4%), day hiking (13.1%), traditional climbing (8.5%), and recreational vehicle camping (7.9%).

The five-year trend shows activities declining most rapidly were in-line roller skating (-27.8%), camping within ¼ mile of home/vehicle (-17.2%), and bird watching (-11.3%). The recent year trend experiences a relatively smaller decline but includes similar activities as the five-year trend. The activities experiencing declines were bird watching (-11.5%), in-line roller skating (-10.7%), fly fishing (-5.7%), and camping within ¼ mile of home/vehicle (-4.6%).

Regarding the national trend of outdoor activities participation on the rise, all casual participation except for in-line roller skating had increased over the last five years. The decline in participation over last five years was mainly ascribed to decreases in core participants for activities such as skateboarding (-14.2%), RV camping (-11.2%), freshwater fishing (-8.7%), road bicycling (-7.7%) and fly fishing (-7.5%). Most recently, both core and casual participation were on the decline for archery and in-line roller skating.

National Participatory Trends - Outdoor / Adventure Recreation					
Activity	Participation Levels			% Change	
	2011	2015	2016	11-16	15-16
Hiking (Day)	33,494	37,232	42,128	25.8%	13.1%
Bicycling (Road)	39,834	38,280	38,365	-3.7%	0.2%
Fishing (Freshwater)	38,864	37,682	38,121	-1.9%	1.2%
Camping (< 1/4 Mile of Vehicle/Home)	31,961	27,742	26,467	-17.2%	-4.6%
Wildlife Viewing (>1/4 Mile of Home/Vehicle)	21,495	20,718	20,746	-3.5%	0.1%
Camping (Recreational Vehicle)	16,282	14,699	15,855	-2.6%	7.9%
Fishing (Saltwater)	11,896	11,975	12,266	3.1%	2.4%
Birdwatching (>1/4 mile of Vehicle/Home)	13,067	13,093	11,589	-11.3%	-11.5%
Backpacking Overnight	7,722	10,100	10,151	31.5%	0.5%
Bicycling (Mountain)	6,989	8,316	8,615	23.3%	3.6%
Archery	6,471	8,378	7,903	22.1%	-5.7%
Fishing (Fly)	5,581	6,089	6,456	15.7%	6.0%
Skateboarding	6,318	6,436	6,442	2.0%	0.1%
Roller Skating, In-Line	7,451	6,024	5,381	-27.8%	-10.7%
Climbing (Sport/Indoor/Boulder)	4,445	4,684	4,905	10.3%	4.7%
Bicycling (BMX)	1,958	2,690	3,104	58.5%	15.4%
Adventure Racing	1,202	2,864	2,999	149.5%	4.7%
Climbing (Traditional/Ice/Mountaineering)	1,904	2,571	2,790	46.5%	8.5%
NOTE: Participation figures are in 000's for the US population ages 6 and over					
Legend:	Large Increase (greater than 25%)	Moderate Increase (0% to 25%)	Moderate Decrease (0% to -25%)	Large Decrease (less than -25%)	

2.2.7 NATIONAL TRENDS IN HUNTING / FISHING ACTIVITIES

Overall, activities related to hunting and fishing have seen strong participation growth in recent years. In 2016, the most popular of these activities in terms of total participants were freshwater fishing (38.1 million), target shooting with a handgun (16.2 million), and target shooting with a rifle (14 million).

Examining growth trends over the last five years, activities with the highest rate of growth were trap / skeet shooting (33.2%), hunting with handgun (30.6%), and shooting with sports clays (27.4%). Activities experiencing the most rapid growth over the most recent year are fly fishing (6%), trap / skeet shooting (5.3%), and hunting with a handgun (3.3%).

Since 2011, only two activities underwent a decrease in participation – hunting with shotgun (-1.9%) and freshwater fishing (-1.2%). Most recently, only three activities experienced declines, including archery (-5.7%), bow hunting (-3.0%), and shotgun hunting (-2.0%).

National Participatory Trends - Hunting / Fishing Activities					
Activity	Participation Levels			% Change	
	2011	2015	2016	11-16	15-16
Fishing (Freshwater)	38,864	37,682	38,121	-1.9%	1.2%
Target Shooting (Handgun)	13,638	15,744	16,199	18.8%	2.9%
Target Shooting (Rifle)	13,032	13,720	14,039	7.7%	2.3%
Fishing (Saltwater)	11,896	11,975	12,266	3.1%	2.4%
Hunting (Rifle)	10,479	10,778	10,797	3.0%	0.2%
Hunting (Shotgun)	8,370	8,438	8,271	-1.2%	-2.0%
Archery	6,471	8,378	7,903	22.1%	-5.7%
Fishing (Fly)	5,581	6,089	6,456	15.7%	6.0%
Shooting (Sport Clays)	4,296	5,362	5,471	27.4%	2.0%
Shooting (Trap/Skeet)	3,453	4,368	4,600	33.2%	5.3%
Hunting (Bow)	4,271	4,564	4,427	3.7%	-3.0%
Hunting (Handgun)	2,690	3,400	3,512	30.6%	3.3%
NOTE: Participation figures are in 000's for the US population ages 6 and over					
Legend:	Large Increase (greater than 25%)	Moderate Increase (0% to 25%)	Moderate Decrease (0% to -25%)	Large Decrease (less than -25%)	

2.2.8 NATIONAL TRENDS IN WATER SPORTS / ACTIVITIES

The most popular water sports / activities based on total participants in 2016 were canoeing (10 million), recreational kayaking (10 million), and snorkeling (8.7 million). It should be noted that water activity participation tends to vary based on regional, seasonal and environmental factors. A region with more water access and a warmer climate could potentially have a higher participation rate in water activities than a region that has long winter seasons or experiences drought. Therefore, when assessing trends in water sports and activities, it is important to understand that fluctuations may be the result of weather patterns and that regional accessibility can greatly improve, or diminish, participation in water activities.

Over the last five years, stand-up paddling (up 181%) was by far the fastest growing water activity, followed by white water kayaking (50.6%), sea / touring kayaking (49.7%), recreational kayaking (36.3%), and boardsailing / windsurfing (25.5%). Although the five-year trends show water sports / activities are getting more popular, the most recent year reflects a much slower increase in general -- stand-up paddling by 6.6%, recreational kayaking by 5.5%, and surfing by 4.4%.

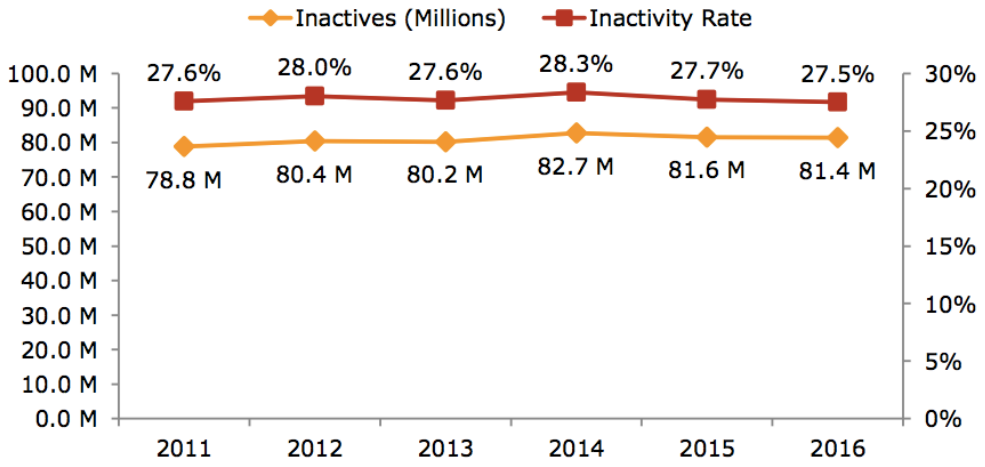
From 2011-2016, activities declining most rapidly were jet skiing (-23.6%), water skiing (-20%), and rafting (-17.2%). In the most recent year, activities experiencing the greatest declines in participation included rafting (-11.7%), wakeboarding (-9.7%), jet skiing (-7.7%), and water skiing (-6.3%).

As mentioned previously, regional, seasonal and environmental limiting factors may influence the participation rate of water sport and activities. These factors may also explain why in almost all water-based activities there are more casual participants than core participants, since frequencies of activities may be heavily constrained by external factors.

National Participatory Trends - Water Sports / Activities					
Activity	Participation Levels			% Change	
	2011	2015	2016	11-16	15-16
Canoeing	10,170	10,236	10,046	-1.2%	-1.9%
Kayaking (Recreational)	7,347	9,499	10,017	36.3%	5.5%
Snorkeling	9,312	8,874	8,717	-6.4%	-1.8%
Jet Skiing	7,574	6,263	5,783	-23.6%	-7.7%
Sailing	3,797	4,099	4,095	7.8%	-0.1%
Water Skiing	4,626	3,948	3,700	-20.0%	-6.3%
Rafting	4,141	3,883	3,428	-17.2%	-11.7%
Stand-Up Paddling	1,146	3,020	3,220	181.0%	6.6%
Kayaking (Sea/Touring)	2,087	3,079	3,124	49.7%	1.5%
Scuba Diving	2,866	3,274	3,111	8.5%	-5.0%
Wakeboarding	3,517	3,226	2,912	-17.2%	-9.7%
Surfing	2,481	2,701	2,793	12.6%	3.4%
Kayaking (White Water)	1,694	2,518	2,552	50.6%	1.4%
Boardsailing/Windsurfing	1,384	1,766	1,737	25.5%	-1.6%
NOTE: Participation figures are in 000's for the US population ages 6 and over					
Legend:	Large Increase (greater than 25%)	Moderate Increase (0% to 25%)	Moderate Decrease (0% to -25%)	Large Decrease (less than -25%)	

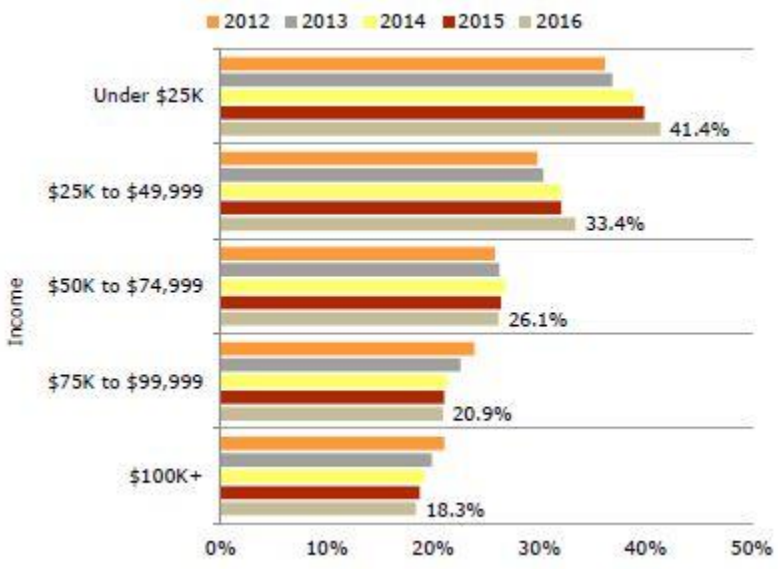
2.2.9 NATIONAL TRENDS IN INACTIVITY

In 2016, 27.5% of Americans were inactive. The inactivity rate has decreased by 0.2% and more than 2 million people exited the category of 'inactives'. However, there were more than 81.4 million Americans reported no physical activities in 2016. Over the five-year time frame, although the inactivity rate has experienced a 0.1% decrease, 2.6 million more people have become inactive.



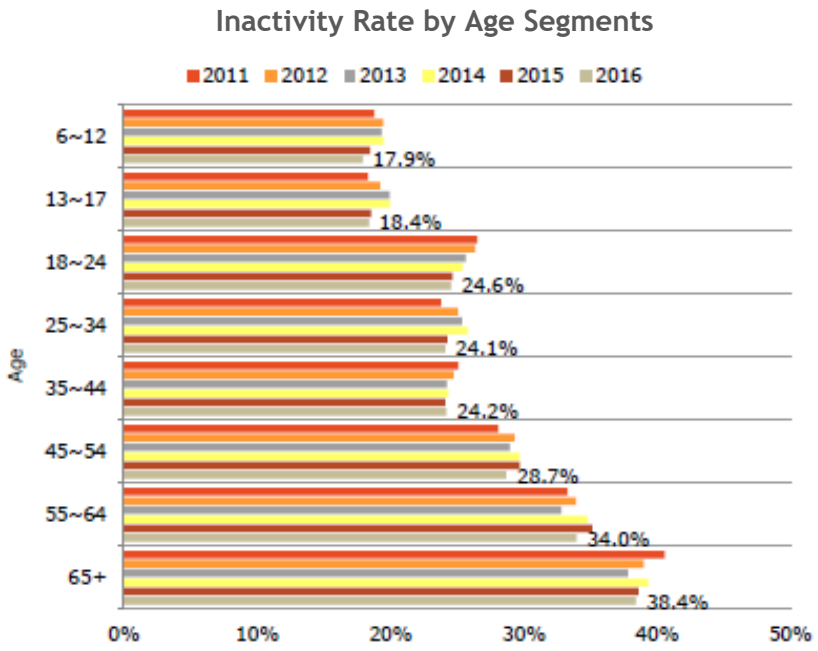
INACTIVITY AND INCOME

A negative correlation between inactivity and income level was evident in the last five years. Lower income households tend to have higher inactivity rate. Households with annual income under $25K have an inactivity rate of 41.4% in 2016, which is significantly higher than any other income group. Since 2012, a contrasting trend for inactivity has emerged in households earning above and below $50,000 annually. In these instances, more initiatives that offer discounted sports and recreation programs and increased accessibility to recreational opportunities in low income areas will be needed to lower the inactivity rate.



INACTIVITY BY AGE SEGMENT

In general, inactivity rates increase as people age. Generation Z (age 6-17) remained the most active and the boomers (age 55+) had the highest inactive rate. Most recently, no age segment has experienced an increase in inactivity. In the last year, the youngest participants (age 6-12), the second half of Gen X (age 45-54), and the youngest Boomers (age 55-64) underwent the sharpest decline in inactivity; while all other age segments remained relatively flat. Over the five-year period, the first half of millennials (age 18-24) and second half of Boomers (age 65+) experienced substantial decreases in the inactive rate, countered by increases in inactivity for the 25-34, 45-54, and 55-64 age segments.



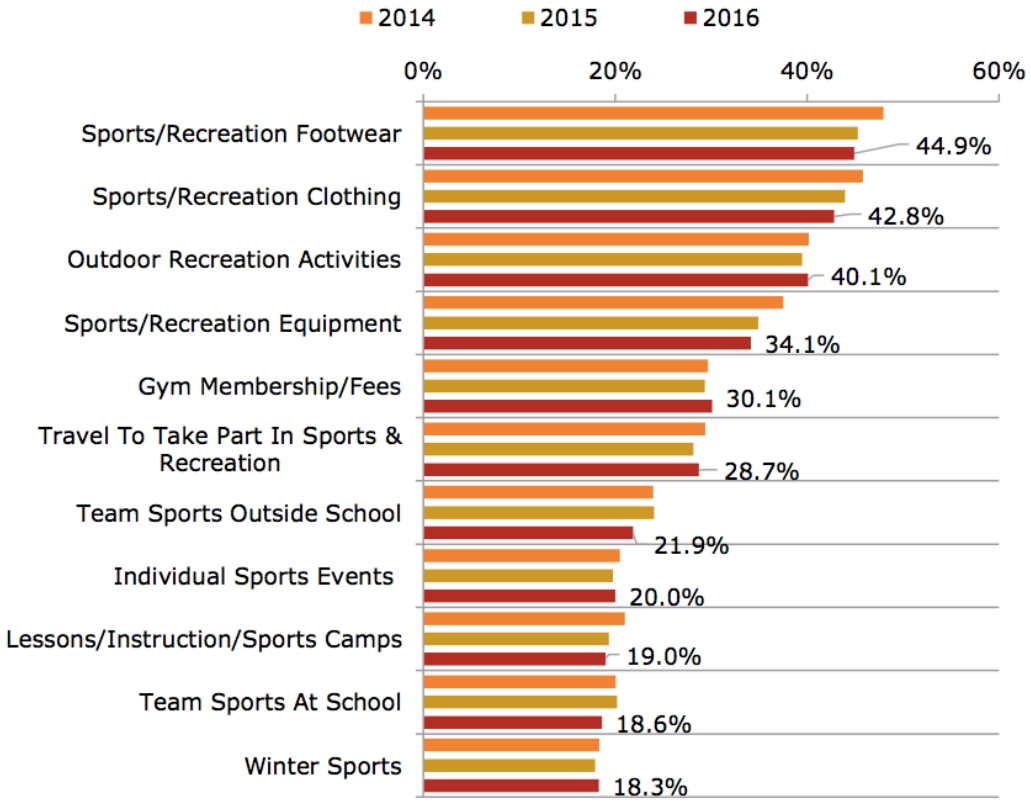
NON-PARTICIPANT ASPIRATIONAL INTEREST

Among the population who are inactive, aspirational participation trends reveal what might prevent 'inactives' from joining sports or fitness activities. The trends suggested that one major barrier to higher rates of activity is a lack of companionship in fitness activities. Among those surveyed, 43% of non-participants said that fitness or sports activity would be more enjoyable if there were someone to take part with, and 31.3% of non-participants would engage in physical activities if accompanied by a friend.

2.2.10 NATIONAL TRENDS IN FITNESS AND SPORTS SPENDING

Overall, fitness and sports related spending decreased slightly over the past three years. As outdoor recreation activities become more popular, spending in the category increased in the most recent year. Gym membership/fee and travel expenses for recreation have also undergone increases in fitness spending over the past year. Noticeably, spending on team sports, both at and outside school, has seen relatively large declines in 2016.

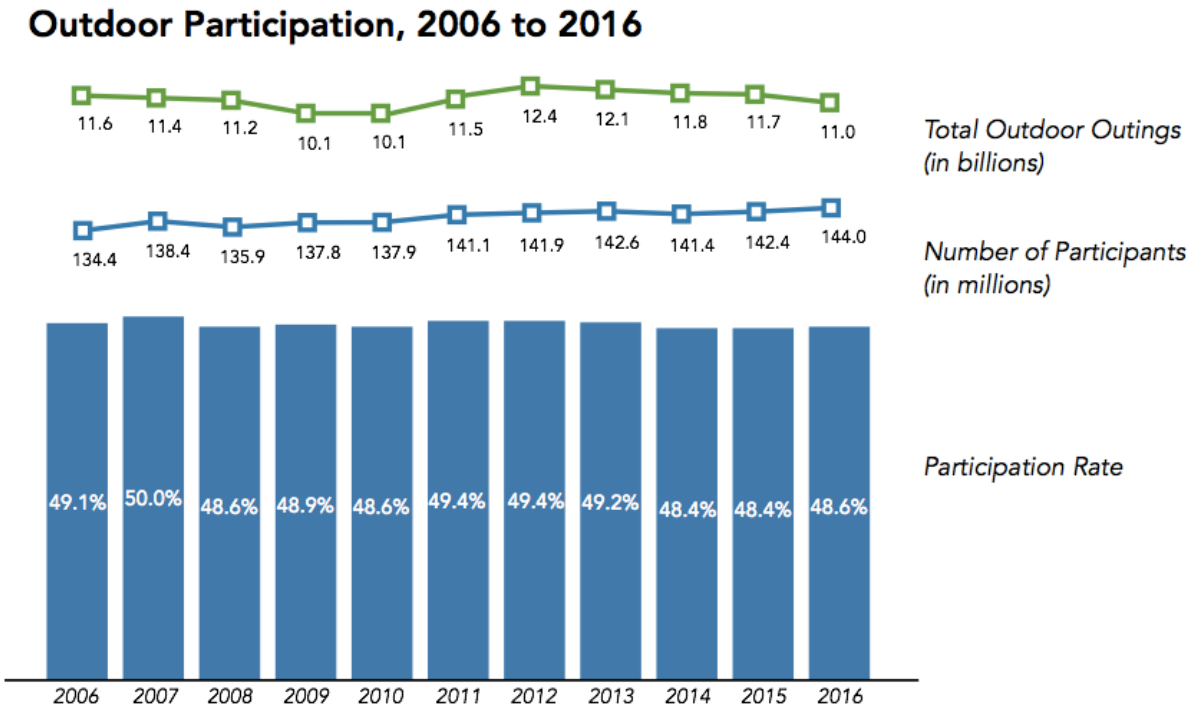
Ownership of health and fitness tracking devices has also increased in recent years. More than a quarter of all active participants owned a fitness tracking device in 2016, which includes fitness trackers that sync with computer/tablet/smartphone, pedometer, and heart rate monitor. Wearable fitness tracking is becoming the most popular tracking option for both active and inactive participants.



2.3 OUTDOOR RECREATION PARTICIPATION TRENDS

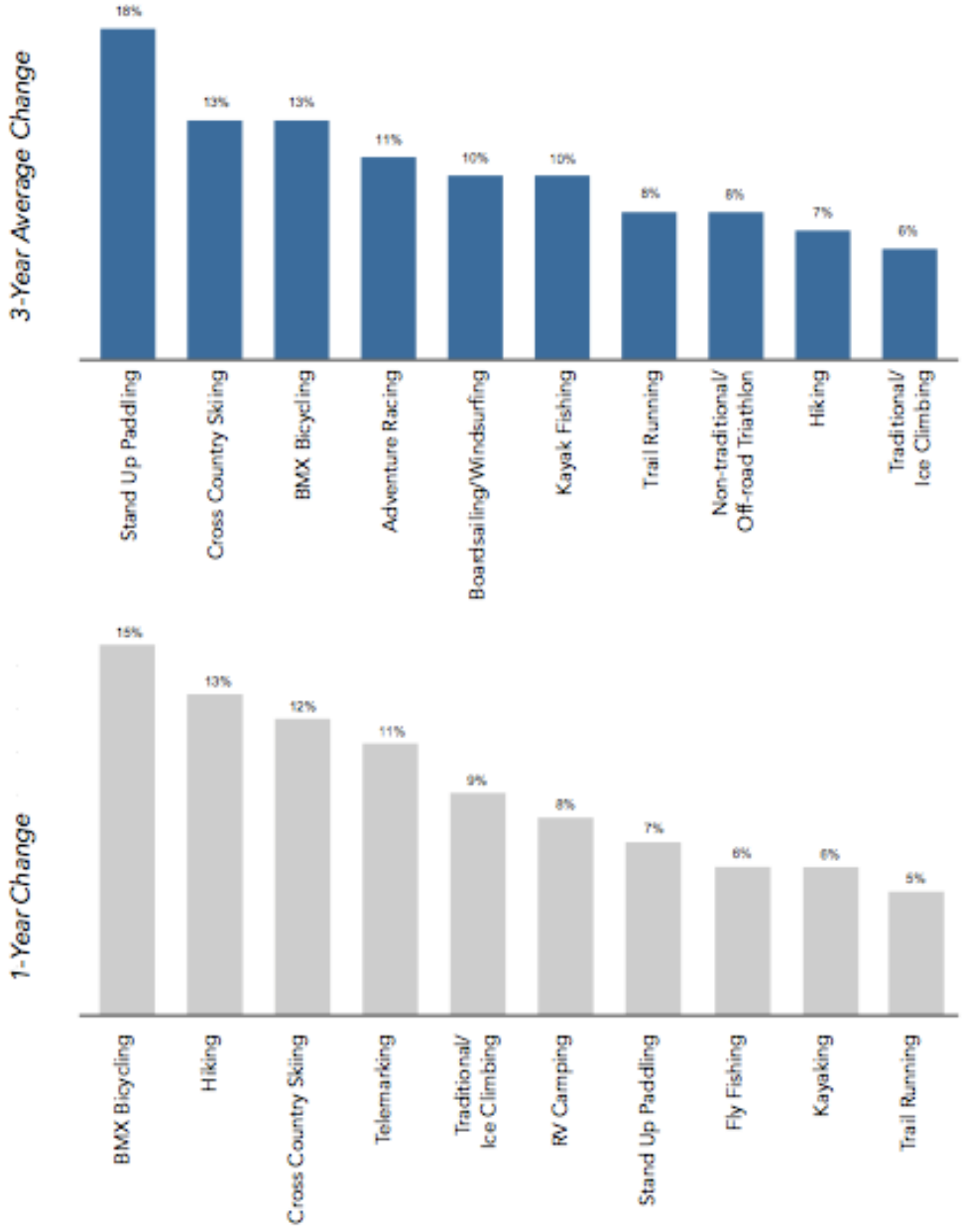
Every year, the Outdoor Foundation publishes the *Outdoor Recreation Participation Topline Report*, which is a special report that provides a snapshot of participation in outdoor activities among Americans. The information analyzed for this report is derived from a nationwide online survey of 24,134 Americans ages 6 and older. These are the same survey results utilized for the SFIA's 2017 *Study of Sports, Fitness, and Leisure Participation Report*, except that results are narrowed to only analyze activities taking place outdoors, with a heavy focus on youth and young adult participants.

Survey results show that nearly half (48.6%) of all Americans participated in at least one outdoor activity in 2016, which represents 144 million participants totaling 11 billion outdoor outings. While the participation rate slightly increased and the total number of outdoor participants increased by 1.6 million in the most recent year, the number of total outdoor outings decreased by 700 million. In other words, Americans participated in outdoor activities less often than they did the previous year. The chart below describes the total number of outdoor outings, number of participants, and participation rates for outdoor activities since 2006.



The charts below reveal the top outdoor activities in terms of participation growth in recent years by assessing the 3-year average and 1-year change. Over the last three years, racing activities and water sports have emerged as the fastest growing outdoor activities; while the most recent year has seen strong growth from a variety of racing activities and also self-directed recreational activities such as hiking, camping, and trail running.

Top Outdoor Activities for Growth



By segmenting results from the survey, we can distinguish between youth / young adult (ages 6-24) and adult (ages 25+) participation in outdoor activities during 2016. Data from the study shows the top five most popular outdoor activities by participation rate and the top five favorite outdoor activities by participation frequency for youth / young adult and adult age segments.

Youth / young adult participants were reported to have engaged in 4.1 billion outdoor outings in 2016, which equates to 83.8 average outings per participant. The charts below describe the most popular (rate) and favorite (frequency) outdoor activities for youth ages 6-24.

Most Popular Youth Outdoor Activities (ages 6-24)		
Activity	% of Youth	Total Youth Participants
Running, Jogging, Trail Running	25.3%	20.3 million
Bicycling (Road, Mountain, BMX)	22.6%	18.2 million
Fishing (Fresh, Salt, Fly)	19.5%	15.6 million
Camping (Car, Backyard, RV)	19.0%	15.3 million
Hiking	15.5%	12.5 million

Favorite Youth Outdoor Activities (ages 6-24)		
Activity	Avg. Outings per Participant	Total Youth Outings
Running, Jogging, Trail Running	81.3	1.9 billion
Bicycling (Road, Mountain, BMX)	58.0	1.3 billion
Skateboarding	46.8	251.4 million
Fishing (Fresh, Salt, Fly)	16.1	212.2 million
Camping (Car, Backyard, RV)	12.4	189.0 million

Adult participants were reported to have engaged in 6.9 billion outdoor outings in 2016, which equates to 72.8 average outings per participant. The charts below describe the most popular (rate) and favorite (frequency) outdoor activities for adults over the age of 24.

Most Popular Adult Outdoor Activities (ages 25+)		
Activity	% of Adults	Total Adult Participants
Running, Jogging, Trail Running	14.8%	32.0 million
Fishing (Fresh, Salt, Fly)	14.6%	31.5 million
Hiking	13.7%	29.7 million
Bicycling (Road, Mountain, BMX)	12.8%	27.7 million
Camping (Car, Backyard, Backpacking ar	11.7%	25.2 million

Favorite Adult Outdoor Activities (ages 25+)		
Activity	Avg. Outings per Participant	Total Adult Outings
Hiking	98.2	445.3 million
Running, Jogging, Trail Running	81.0	2.6 million
Bicycling (Road, Mountain, BMX)	76.0	1.4 billion
Fishing (Fresh, Salt, Fly)	40.1	627.9 million
Wildlife Viewing	25.2	384.6 million

2.4 SUMMARY

Here are some major takeaways for national recreation trends:

Overall,

- **Basketball** and **golf** remained the most popular sports with a large group of core participants. **Rugby** has emerged as the overall fastest growing sport over the past five years. Ultimate Frisbee, tackle football and touch football are losing participants.
- All listed aquatic activities have experienced strong participation growth.
- **Fitness walking** remained the most popular fitness activity. Other popular fitness activities include treadmill, hand weights, and running/jogging. Non-traditional/off-road triathlon has experienced rapid growth in participation over the last five years.
- Outdoor recreational activities are on the rise. Nearly half of all Americans participated in at least one outdoor activity in 2016. **Day hiking** is people's top pick for outdoor activities. **Adventure racing** has become increasingly popular over the last five years.

- Increasing participation of water sports/activities has slowed down in the most recent year. **Stand-Up paddling** has become very trendy over the past five years.
- There is a 0.2% decrease of inactivity in 2016. However, 27.5% of Americans remained inactive (reported no physical activity) last year.
- Evidently, income level has a negative impact on inactivity rate. Lower income households tend to have higher inactivity rate. Age is also a significant factor to inactivity level. Generation Z (age 6-17) had the lowest inactivity rate while the boomers (age 55+) had the highest inactivity rate.
- Besides income and age factors, non-participants are more likely to join sports or fitness activities if a friend accompanies them.
- Ownership of health and fitness tracking devices has increased in recent years.

2.4.1 LOCAL SPORT AND MARKET POTENTIAL

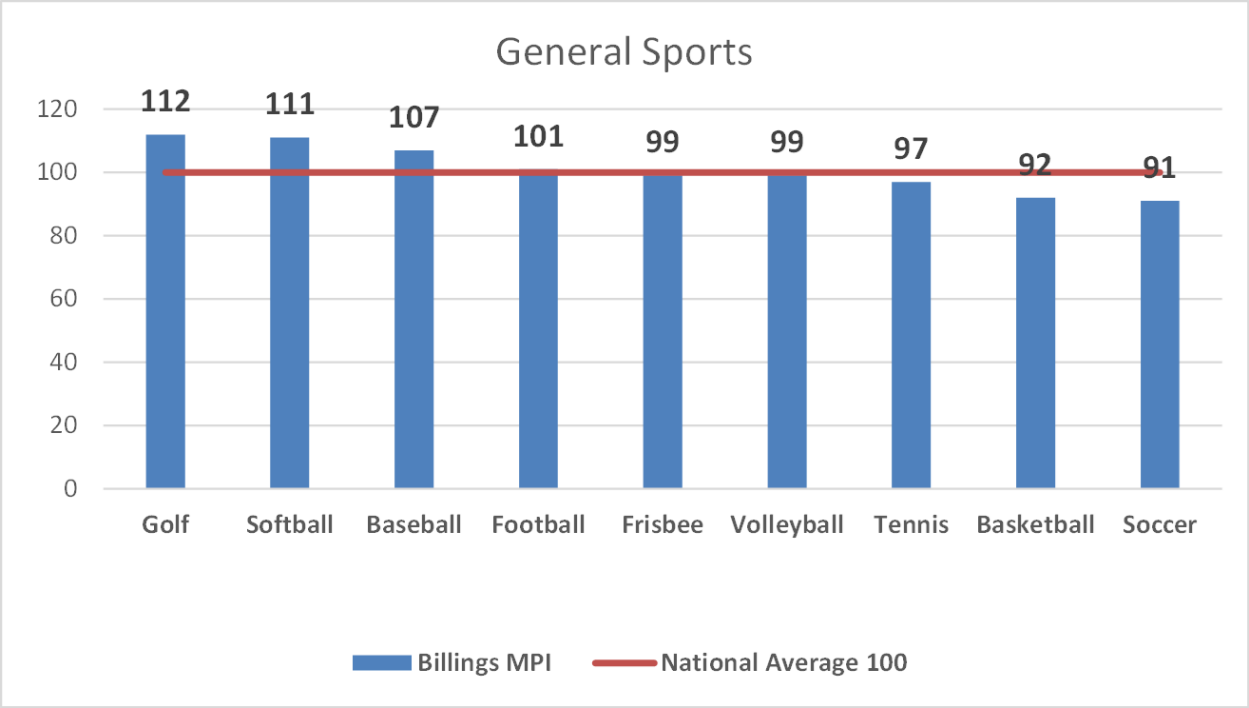
The following charts show sport and leisure market potential data from ESRI. A Market Potential Index (MPI) measures the probable demand for a product or service in the City of Billings, Montana. The MPI shows the likelihood that an adult resident of the target area will participate in certain activities when compared to the US National average. The National average is 100, therefore numbers below 100 would represent a lower than average participation rate, and numbers above 100 would represent higher than average participation rate.

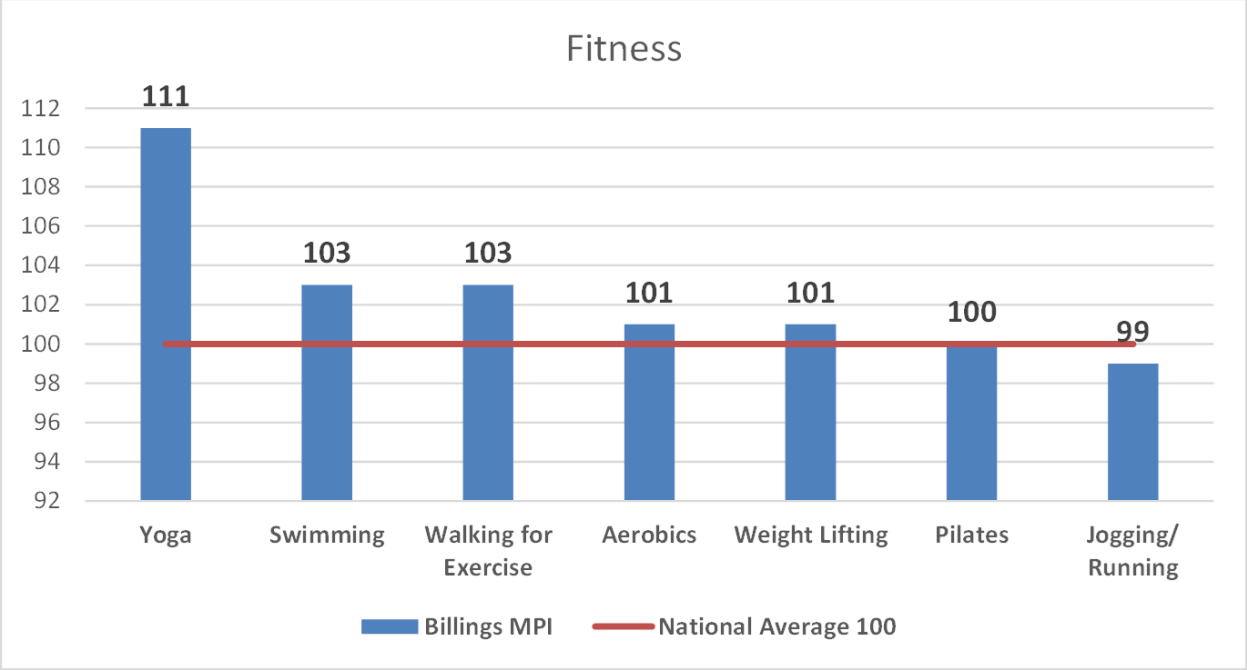
ESRI's MPI for a product or service for an area is calculated by the ratio of the local consumption rate for a product or service for the area to the US consumption rate for the product or service, multiplied by 100. MPIs are derived from the information integration from four consumer surveys.

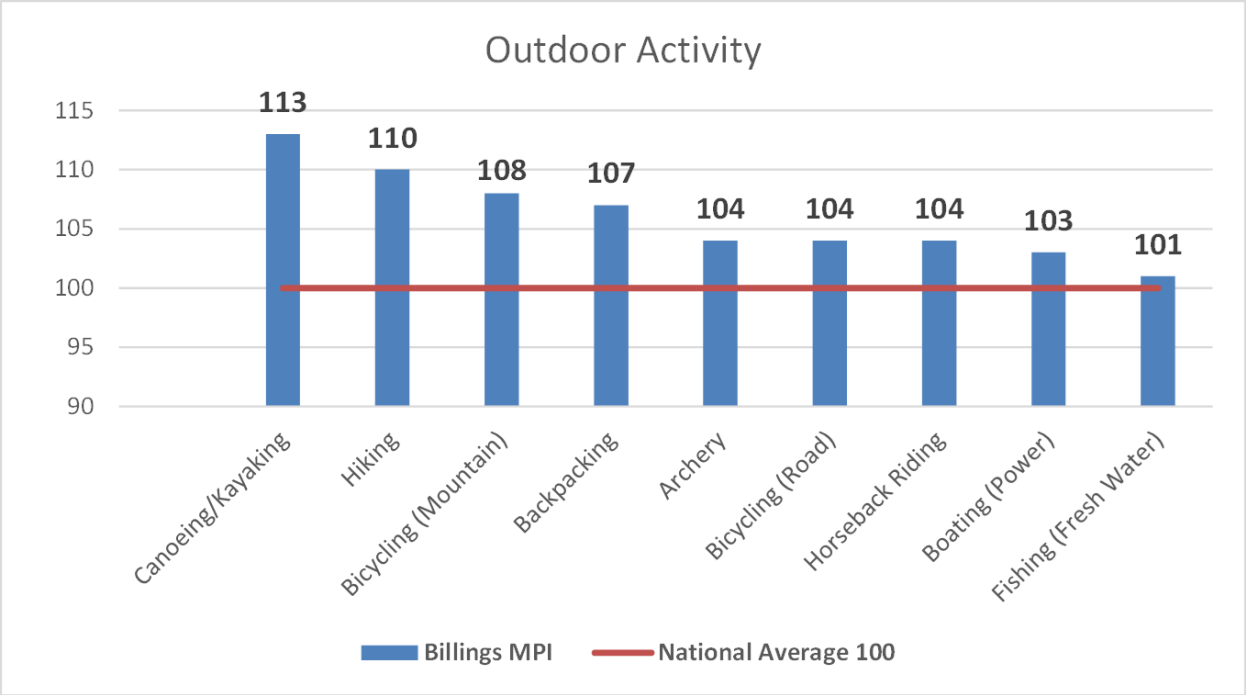
The City is compared to the national average in four (4) categories – general sports, fitness, outdoor activity, and money spent on miscellaneous recreation. Overall, residents of Billings demonstrate participation trends that have above average potential index numbers in all categories. Billings exhibits the **highest interest in the following activities:**

- **Canoeing/Kayaking**
- **Yoga**
- **Softball**
- **Hiking**
- **Mountain Biking**
- **Baseball**
- **Backpacking**

It is recommended that the City examines the MPIs below to gain a sense of local consumption behavior based upon market research. The MPIs should be one component of an overall demand analysis including participation rates, market competition, community survey, and other community input information. The MPIs that equal or are above 100, are identified as being popular consumption activities; however, programming should not solely center on high MPI activities because service providers often need to provide niche activities.


General Sports
120
100
80
60
40
20
0
112
111
107
101
99
99
97
92
91
Golf
Softball
Baseball
Football
Frisbee
Volleyball
Tennis
Basketball
Soccer
Billings MPI
National Average 100


Fitness
112
110
108
106
104
102
100
98
96
94
92
111
103
103
101
101
100
99
Yoga
Swimming
Walking for Exercise
Aerobics
Weight Lifting
Pilates
Jogging/ Running
Billings MPI
National Average 100


Outdoor Activity
115
110
105
100
95
90
113
110
108
107
104
104
104
103
101
Canoeing/Kayaking
Hiking
Bicycling (Mountain)
Backpacking
Archery
Bicycling (Road)
Horseback Riding
Boating (Power)
Fishing (Fresh Water)
Billings MPI
National Average 100



Chapter Three - COMMUNITY NEEDS ASSESSMENT

3.1 QUALITATIVE INPUT SUMMARY

In September 2016, consultants conducted a series of focus group meetings with individuals representing diverse organizations and perspectives. Each group was asked a series of similar questions, and the results are condensed to a series of key themes that emerged from the qualitative data collection method. Note that words "the Department" relate specifically to the City of Billings Department of Parks, Recreation and Public Lands.

Discussion with staff, community leaders and citizens revealed the following key themes related to parks and recreation in Billings.

RATING OF THE PARKS AND RECREATION SYSTEM

- Ranked the quality of the system as average.
- Generally, acknowledge the limited staff available to the Department.
- Knowledgeable about the abundance of undeveloped park lands.
- Frustration surrounding the length of time it takes to bring these lands into developed and useful status.
- Appreciated the recent investments in the legacy parks.
- Vacant park lands never become a priority because all resources are focused on concentrated use areas.
- The level of maintenance effectiveness was varied.
- The limited number of developed parks leads to a lack of options for organized team practice and game locations.
- Positive experiences with the Department's recreation programs.
- Mixed opinions on the effectiveness of marketing those recreational programs.
- Participants cited their awareness of a lack of funding as a factor in the themes previously described.

MOST IMPORTANT FUNCTION OF THE PARKS AND RECREATION SYSTEM

- To Provide the Facilities
    - Participants felt that the most important role was to provide SAFE, diverse, quality spaces for people to recreate
    - Participants valued the diversity of the facilities, which allows for multiple activities without duplication, which keeps them coming back.
- To Encourage Active Citizens
    - By providing diverse parks and facilities, this encourages people to be active.
    - The ability to connect with nature was important

- Participants valued access to green spaces

- Focus on Existing Parks
  - Prioritized making existing lands better over the acquisition of new lands

PERCEIVED UNDERSERVED SEGMENTS OF THE COMMUNITY

- Neighborhoods
  - The South Side Neighborhood was the most frequently mentioned area along with the West End.
- Types of Facilities and Programs
  - Indoor facilities, soccer fields in the Heights and skate parks and disc golf on the West End
- New Development
  - Participants cited many times that they felt that newly developed neighborhoods were being short-changed. Desire to see parks developed up-front with new subdivisions
  - Others cited a shortfall in being visionary with identifying locations for new legacy parks
  - Access to the Yellowstone River

INCREASED AWARENESS IS NEEDED

- Increased Communication/Marketing is needed
- Strengthen Partnerships
  - Partnerships with local organizations, recreation groups, the private sector and in the faith-based community
- The Program Guide/Brochure
  - Positive Feedback but many had never seen it before, so increased distribution is requested

ROLE THAT PARKS AND RECREATION PLAYS IN ECONOMIC DEVELOPMENT OF BILLINGS

- HUGE!!
  - The role of parks in business attraction and the livability/quality of life attributes that communities need
  - Missed opportunities associated with Yellowstone River
- Reflection of Community Values
  - Affirmative investment in parks will reflect a community's value set and attitudes towards the investment in the community itself

- Other like cities cited including: Missoula (riverfront and soccer complex); Gillette (recreation center); Great Falls (riverfront); Bozeman (regional park); Boise (sports tourism); and Cody (aquatics)

- Destination Parks and Facilities are needed

MOST IMPORTANT OVERALL ISSUES FOR THE PARKS AND RECREATION SYSTEM

- Funding
    - Funding to keep up with maintenance and the ability to have enough staff to execute a plan.
    - People felt that the current user fee (i.e. field rental) structure is not logical.
- Quantity and Quality of Parks and Facilities
    - Current quality and quantity of existing parks and facilities is underserved
- Leveraging Community Support
    - Better relationship with outside partners could increase the awareness of the Department's needs
    - Many cited appreciations for this planning process
- Changing Demographics
    - Concerned that the reactive planning only focuses on the demographics of the now versus the demographics of the future
    - People also noted a greater need to address several safety concerns in the parks as several people noted instances with transients that made them uncomfortable
- Better Communication
    - People again discussed the need for improved communication between the Department and the community

MOST IMPORTANT FUNDING ISSUES FACING THE PARKS AND RECREATION SYSTEM

- User Fee Equity
    - Current user fee schedule (for sports fields, particularly), is not logical and the fees are too low
- Taxes
    - The most strongly supported tax mechanism is the local option sales tax, with a portion dedicated to park projects.
    - Mixed opinions on the effectiveness of property-tax based funding options
- Private Donations
    - Greater utilization of the Billings Parks, Recreation and Preservation Foundation
- Development-Related Funds

- The use of impact fees, system development fees and the requirement to make developers pay for parks as a part of the initial subdivision development

3.2 STASTICALLY VALID SURVEY

3.2.1 OVERVIEW

ETC Institute administered a needs assessment survey for the City of Billings during the fall of 2016. The survey was administered as part of the City's Comprehensive Parks and Recreation Master Plan for their residents. The survey results will aid the City of Billings in taking a resident-driven approach to making decisions that will enrich and positively affect the lives of residents.

3.2.2 METHODOLOGY

ETC Institute mailed a survey packet to a random sample of households in the City of Billings. Each survey packet contained a cover letter, a copy of the survey, and a postage-paid return envelope. Residents who received the survey were given the option of returning the survey by mail or completing it on-line at http://billingssurvey.org.

A few days after the surveys were mailed; ETC Institute sent emails and placed phone calls to the households that received the survey to encourage participation. The emails contained a link to the on-line version of the survey to make it easy for residents to complete the survey. To prevent people who were not residents of the City of Billings from participating, everyone who completed the survey on-line was required to enter their home address prior to submitting the survey. ETC Institute then matched the addresses that were entered on-line with the addresses that were originally selected for the random sample. If the address from a survey completed online did not match one of the addresses selected for the sample, the on-line survey was not counted.

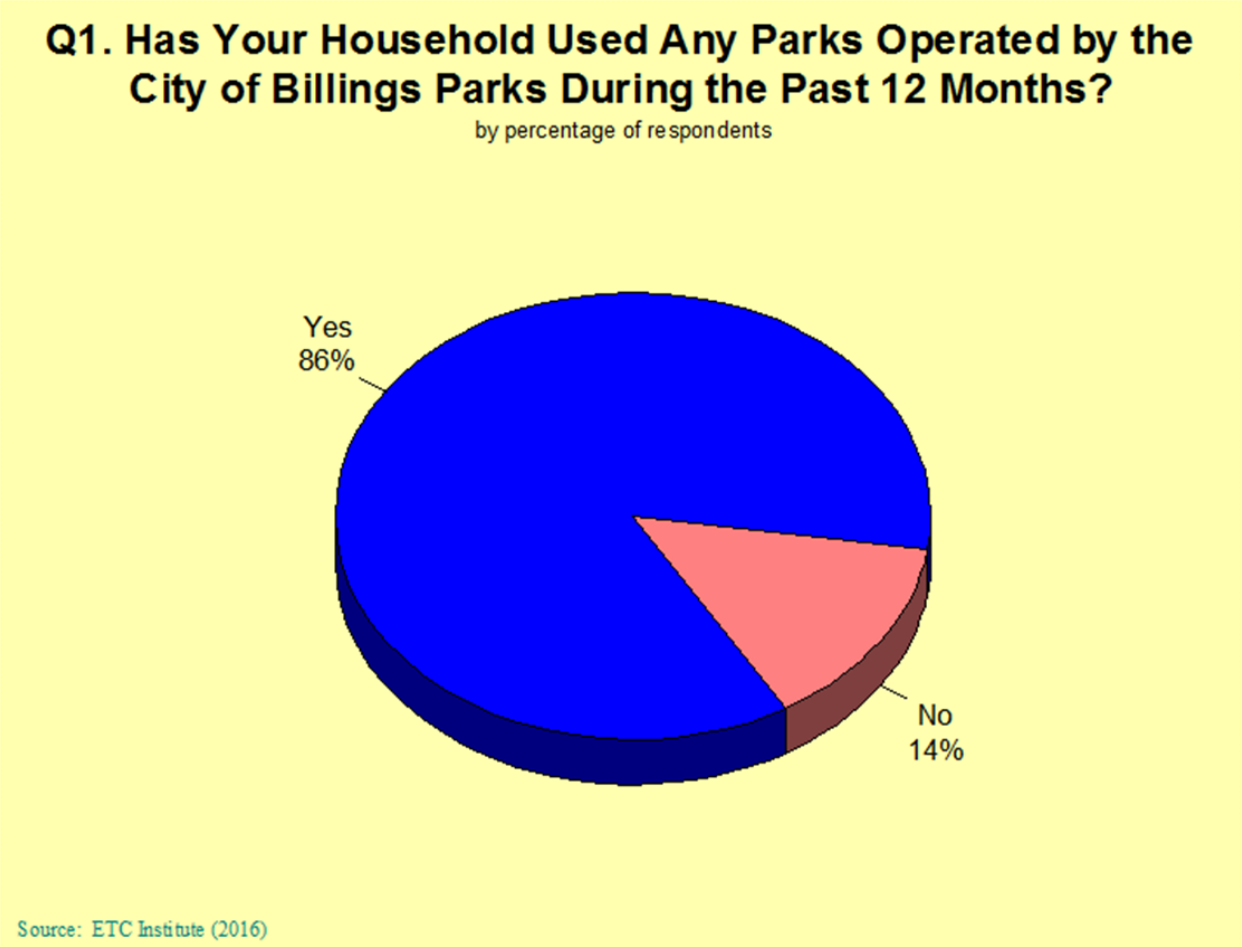
The goal was to obtain completed surveys from at least 350 residents. The goal was exceeded with a total of 505 residents completing the survey. The overall results for the sample of 505 households have a precision of at least +/-4.1% at the 95% level of confidence.

The major findings of the survey are summarized below and on the following pages. Complete survey results are provided as a separate document.

3.2.3 PARK VISITATION AND TRAIL USAGE RATINGS AND CONDITION

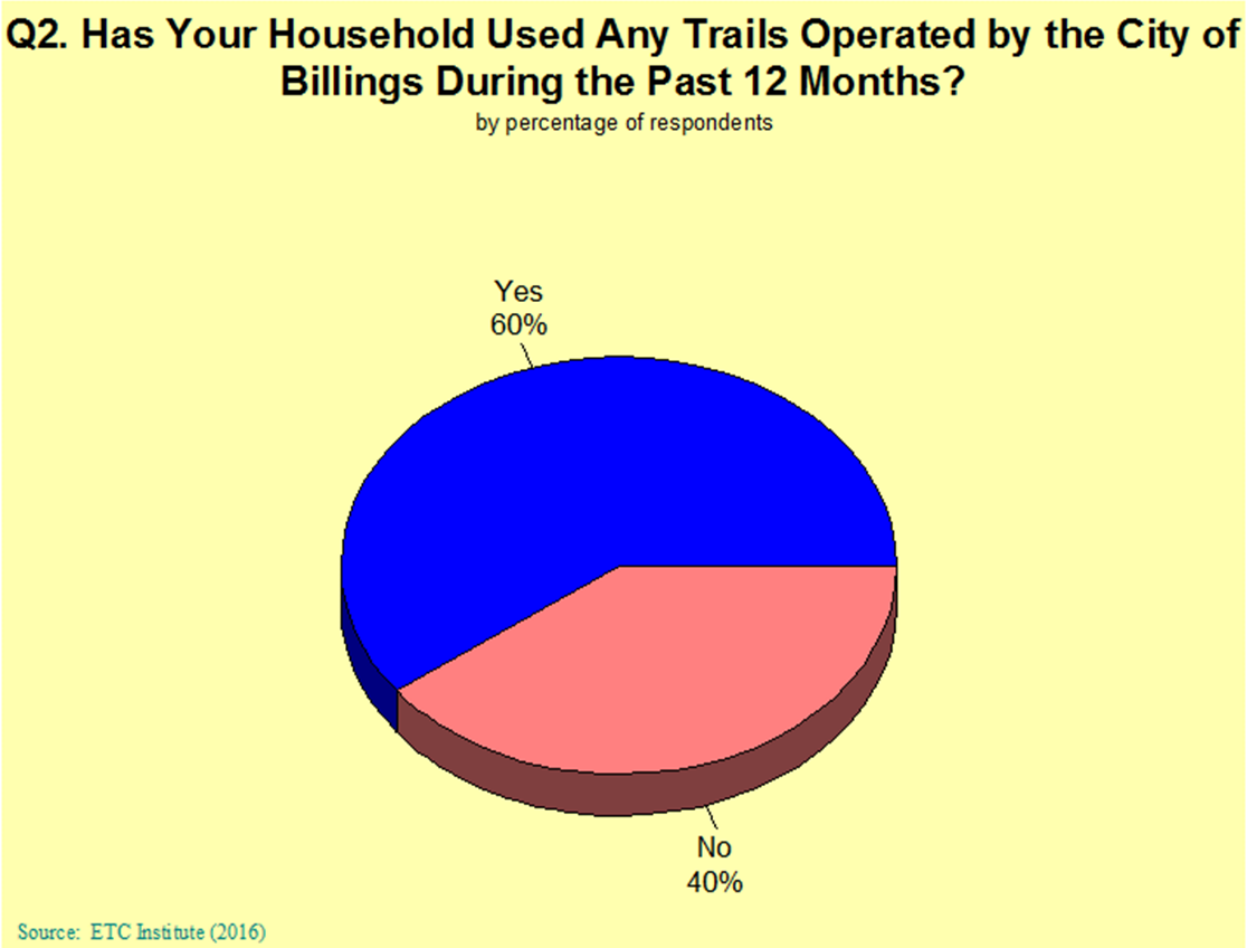
- **Visitation of Parks:** Eighty-six percent (86%) of households visited parks over the past 12 months.

The national benchmark for visitation of parks is 79%.



- **Usage of Trails:** Sixty percent (60%) of households used trails over the past 12 months.

The national benchmark for usage of trails is 79%.



- **Condition Ratings of Parks:**
    - Of households who visited parks, 23% rated the parks they had visited as "excellent".

The national benchmark for excellent is 31%.

- **Condition Ratings of Trails:**
    - Of households who used trails, 24% rated the parks they had visited as "excellent".

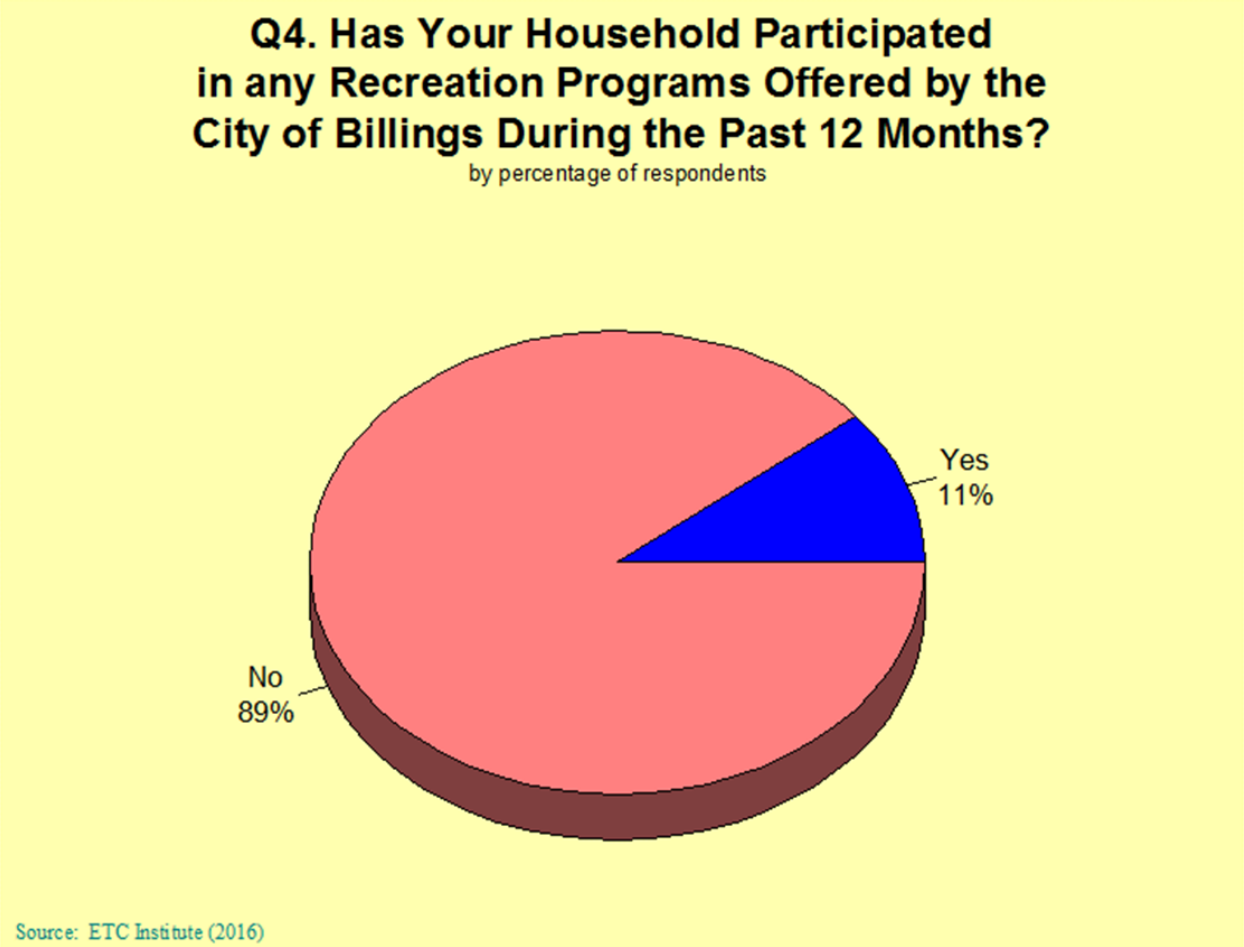
The national benchmark for excellent is 31%.

- **Reasons Preventing the Visitation of Parks and Use of trails:** Based on the households who indicated they have not visited parks or used trails over the past 12 months, 42% indicated "distance from residence". Other top reasons include:
    - Not aware of parks or trails locations (24%), do not feel safe (22%), lack of features that we want to use (16%) and lack of parking (11%),

3.2.4 PROGRAM PARTICIPATION

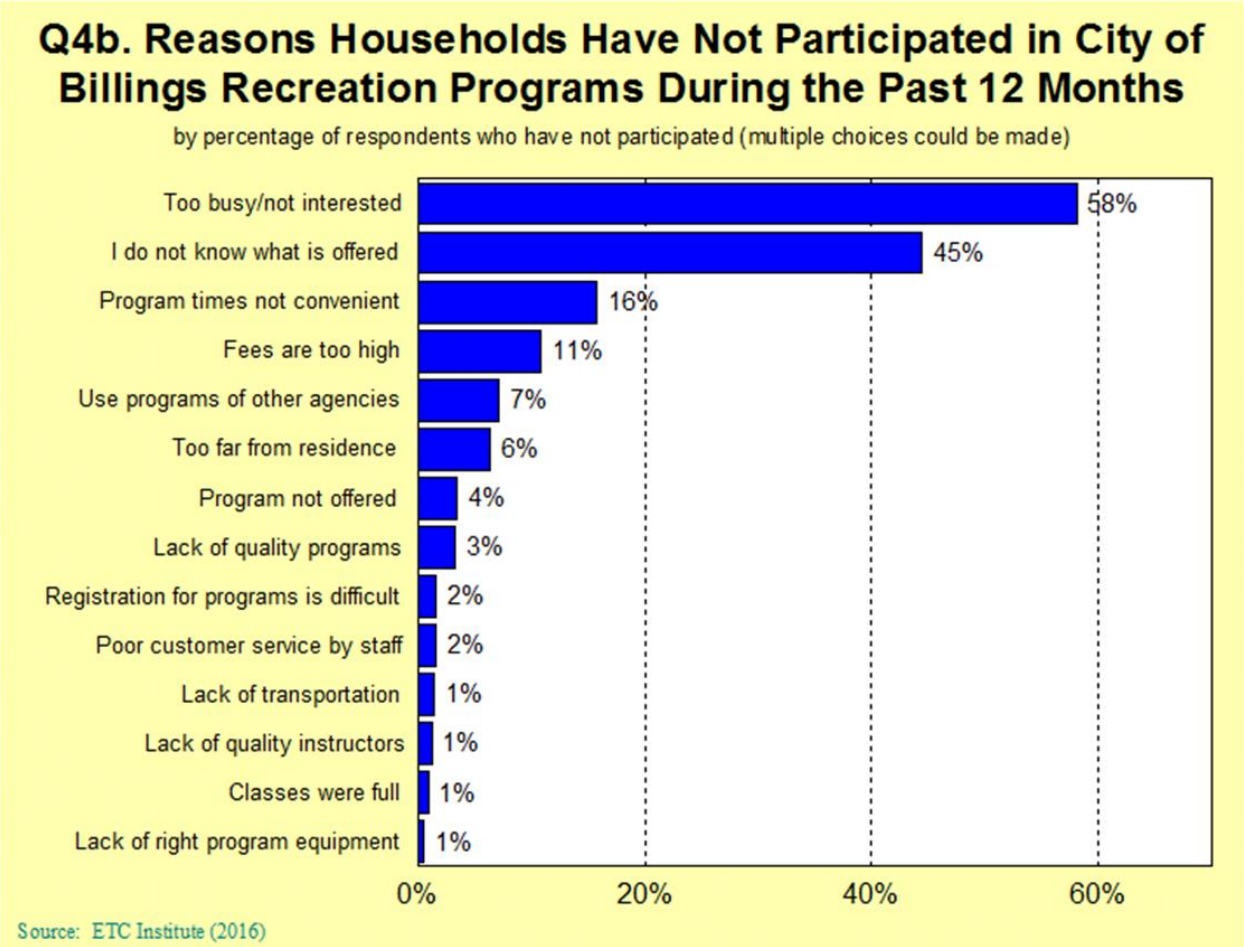
- Program Participation and Ratings: Eleven percent (11%) of households participated in the City of Billings Park and Recreation Department programs over the past 12 months.

The national benchmark for program participation is 34%.



Reasons Preventing Program Usage: The two major reasons that prevent program usage are (1) too busy/not interested (58%) and (2) I do not know what is offered (45%).

The national benchmark for too busy/not interested is 34% and for not knowing what is offered is 22%.

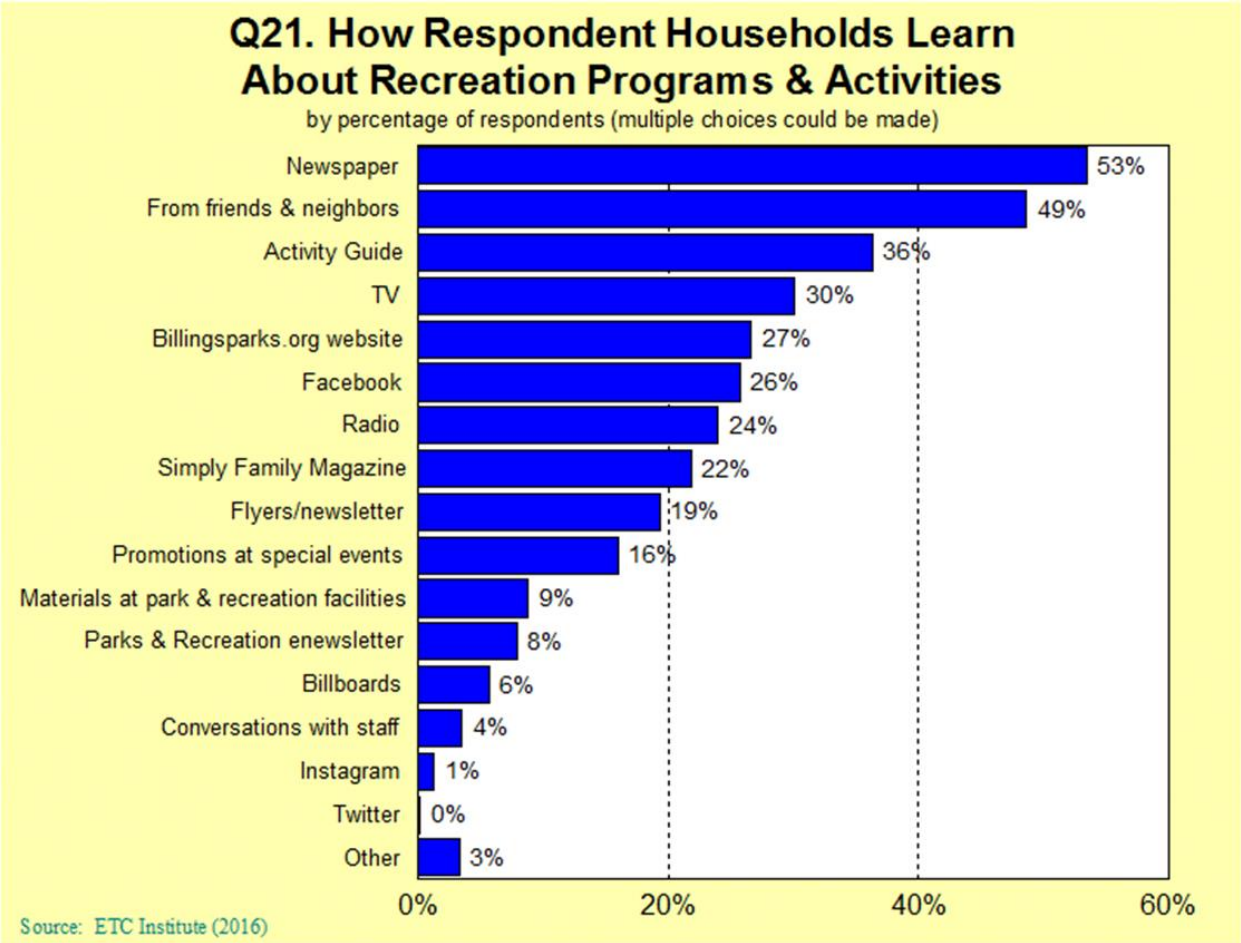


3.2.5 WAYS HOUSEHOLDS LEARN ABOUT PROGRAMS AND ACTIVITIES

- **The Newspaper Was the Most Utilized Source of Information When Learning About Program and Activity Offerings.** Fifty-three percent (53%) of households indicated they utilize the Newspaper as an information source. Other most used sources include: from friends and neighbors (49%), Activity Guide (36%) and TV (30%).

The national benchmark for newspaper is 39%.

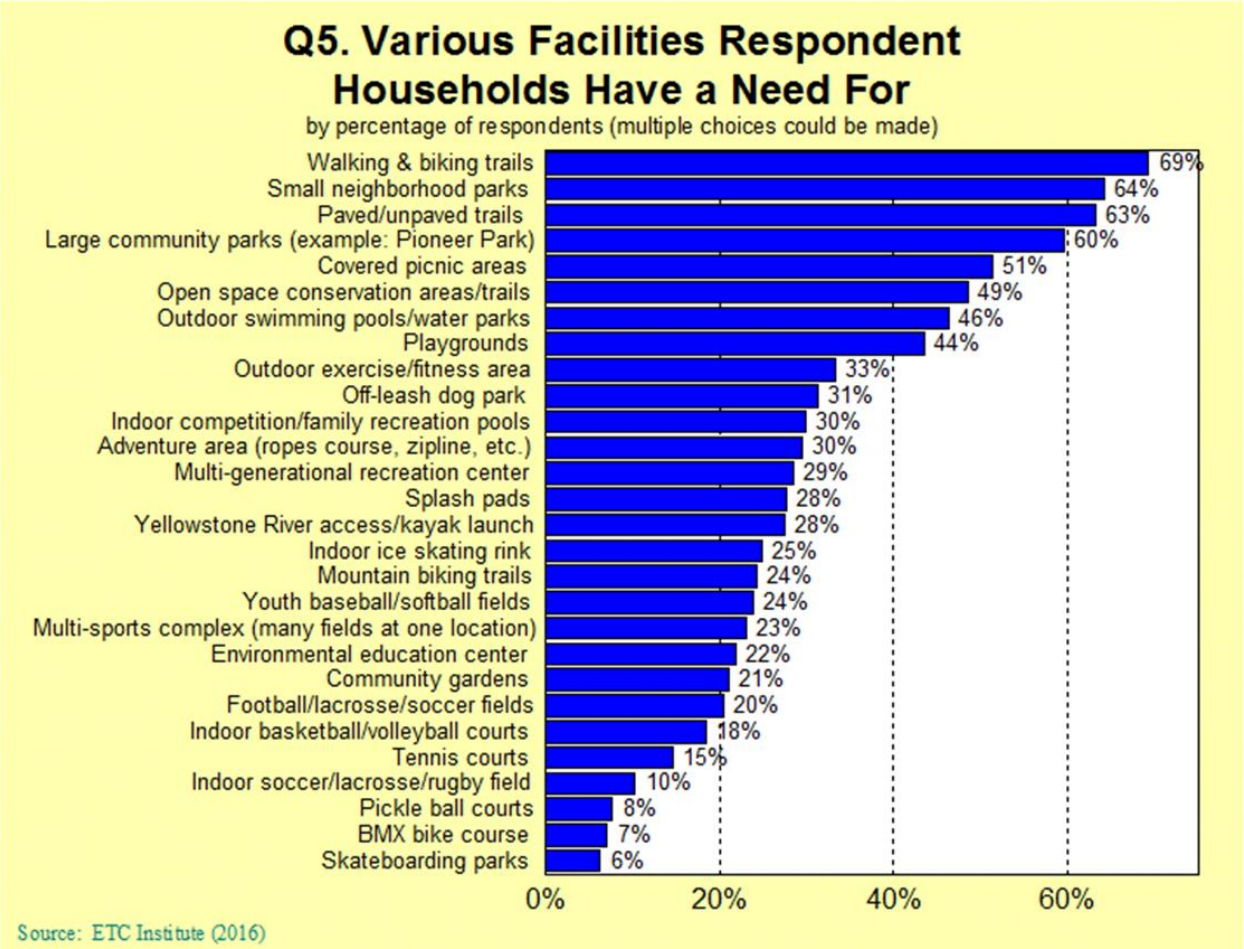
The national benchmark for TV is 10%.



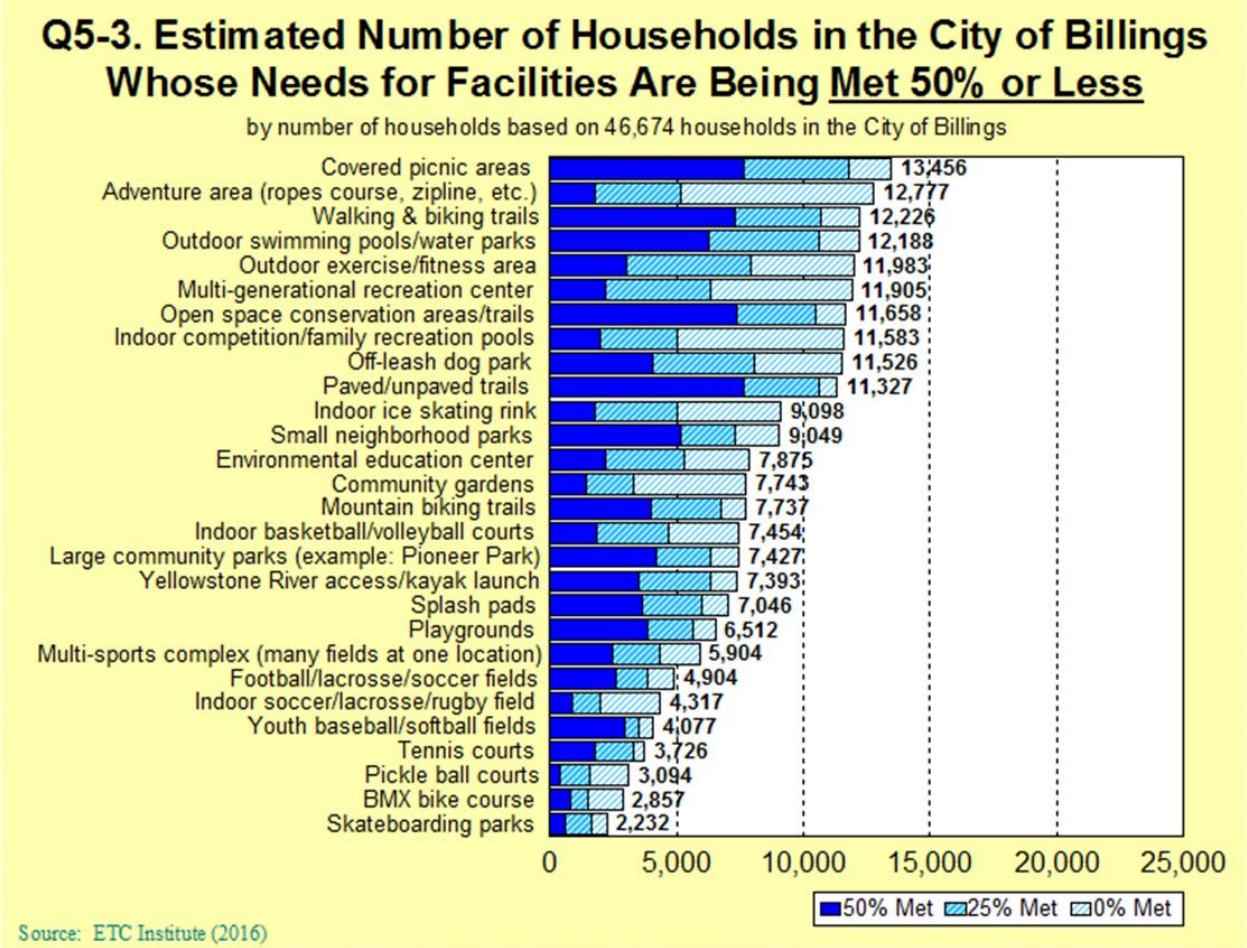
3.2.6 FACILITY NEEDS, UNMET NEEDS AND IMPORTANCE

Respondents were asked to indicate from a list of 28 facilities whether or not they had a need. If the respondent indicated a need for the facility, they were then asked to rate how well their needs were being met.

- **Facility Needs:** Sixty-nine percent (69%) or 32,345 households indicated a need for walking and biking trails. Other most needed facilities include: Small neighborhood parks (64% or 29,965 households), paved/unpaved trails (63% or 29,498 households), large community parks (60% or 27,818 households), and covered picnic areas (51% or 23,944 households).

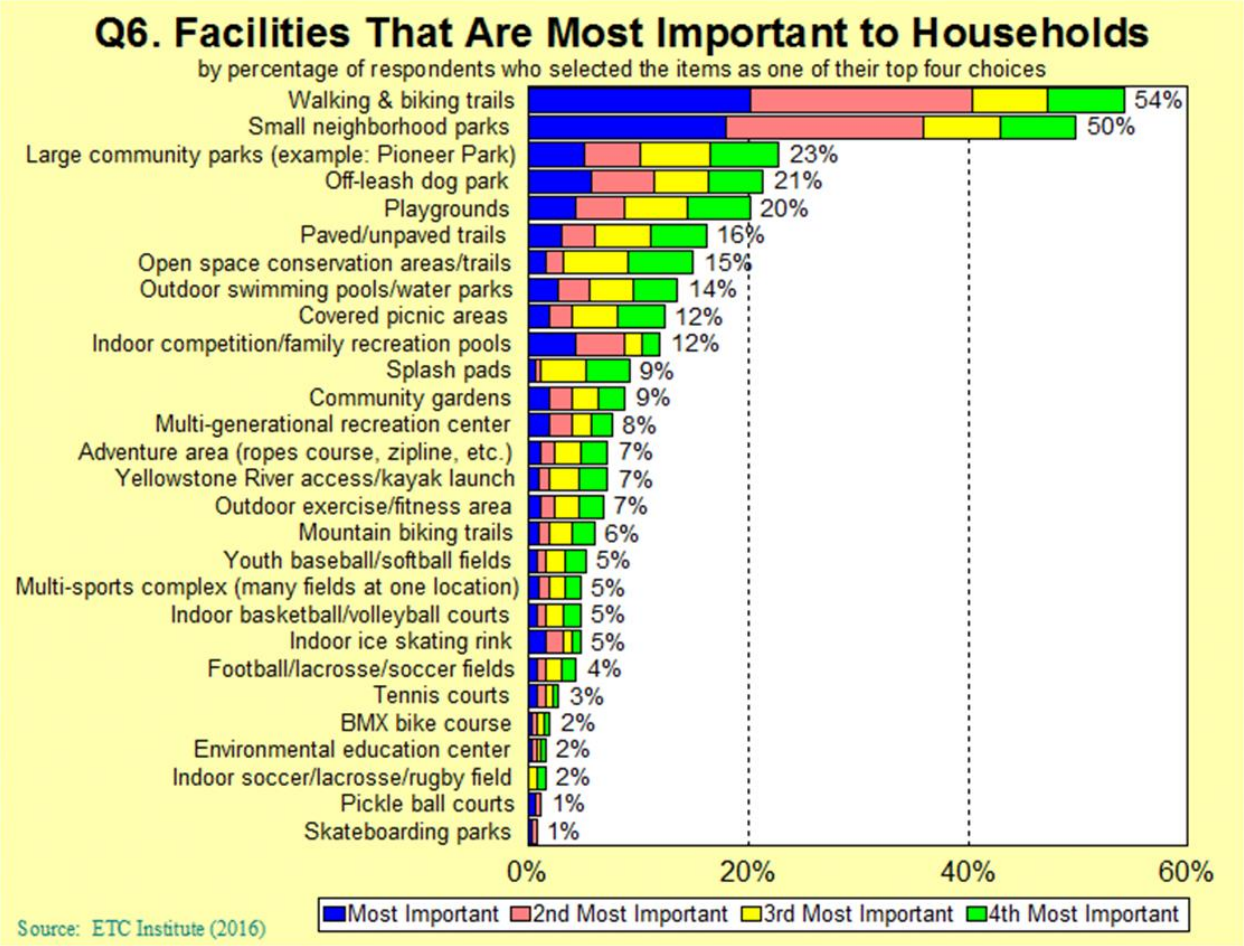


- **How Well Household Needs Are Being Met for Facilities:** Based on the number of households who indicated their needs were only being met 50% or less, 13,456 households indicated an unmet need for covered picnic areas. Other unmet needs include:
    - adventure area (12,777 households)
    - walking and biking trails (12,226 households)
    - outdoor swimming pools and water parks (12,188 households)
    - outdoor exercise/fitness areas (11,983 households)
    - multi-generational recreation center (11.905 households)
    - open space conservation trails (11,658 households)
    - indoor competition/family recreation pools (11,583 households)
    - off leash dog park (11,526 households)
    - paved/unpaved trails (11,327 households)



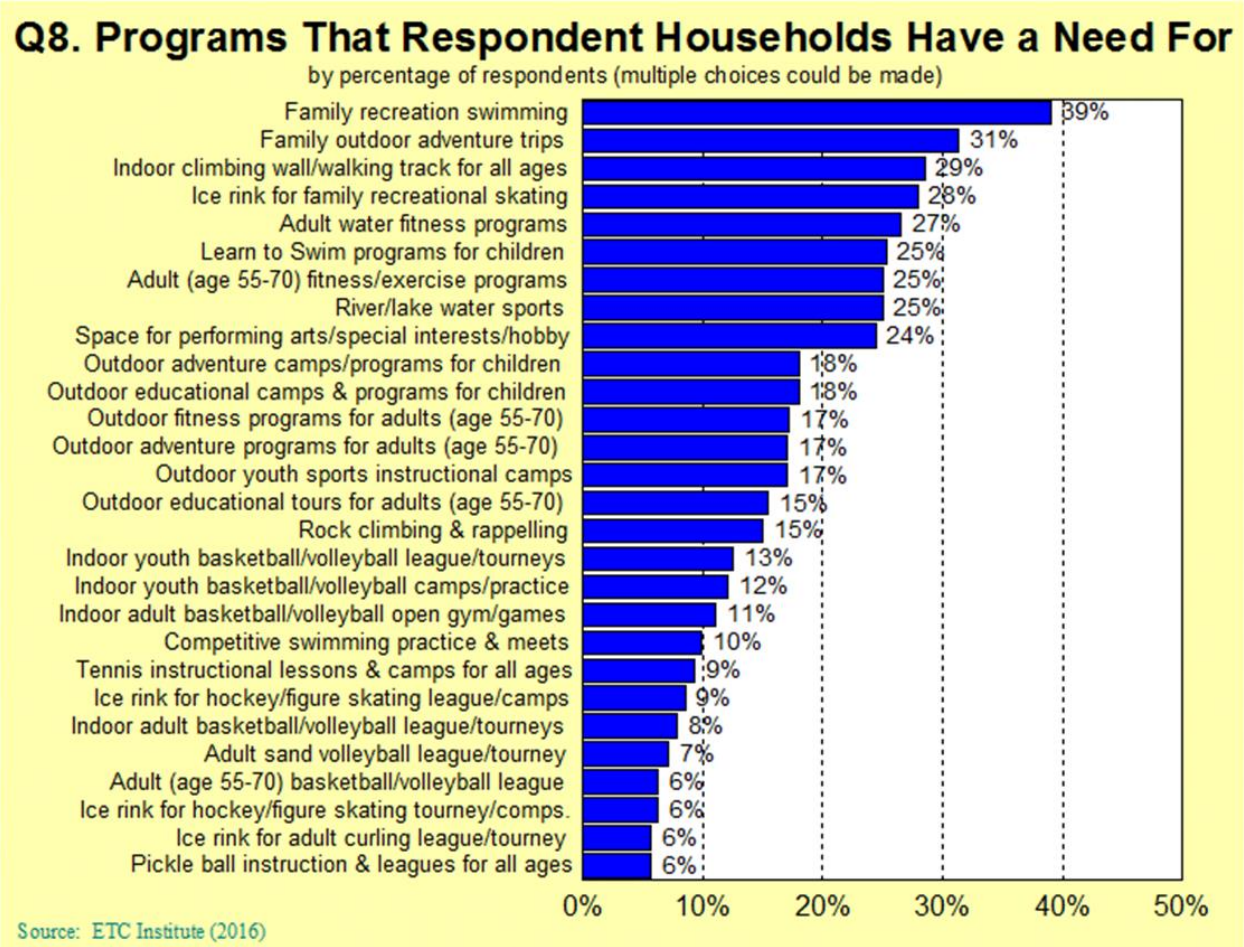
- **Facility Importance:** Based on the sum of respondents' top three choices, 54% indicated walking and biking trails were the most important to their household. Other most important facilities include: Small neighborhood parks (50%), large community parks (23%), off-leash dog park (21%) and playgrounds (20%).

National benchmark for trails is 42%.

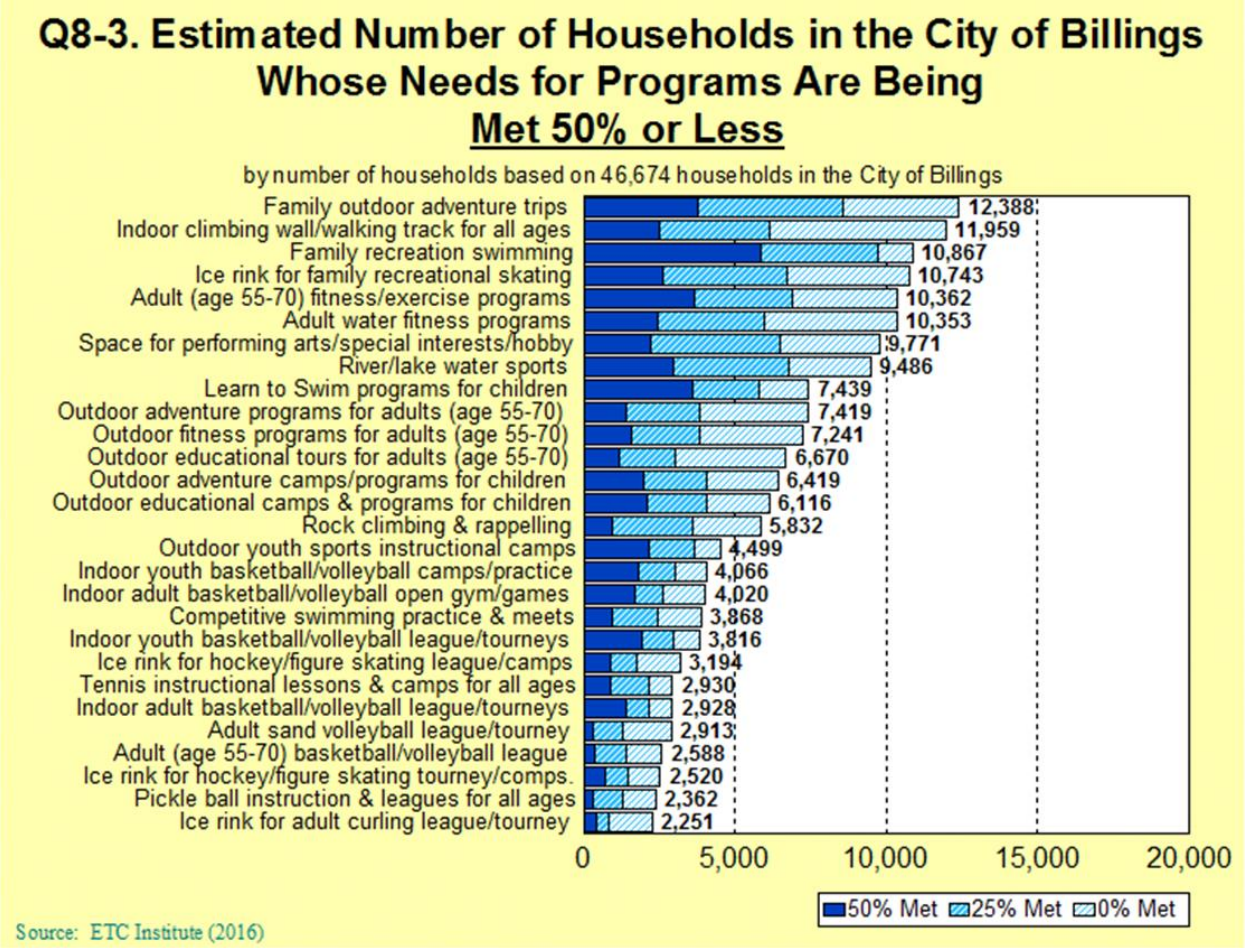


3.2.7 PROGRAM NEEDS, UNMET NEEDS AND IMPORTANCE

- **Program Needs:** Thirty-nine percent (39%) or 18,203 households indicated a need for family recreation swimming. Other most needed programs include: Family outdoor adventure trips (31% or 14,609 households), indoor climbing wall/walking track (29% or 13,302 households), ice rink for family recreational skating (28% or 13,022 households).

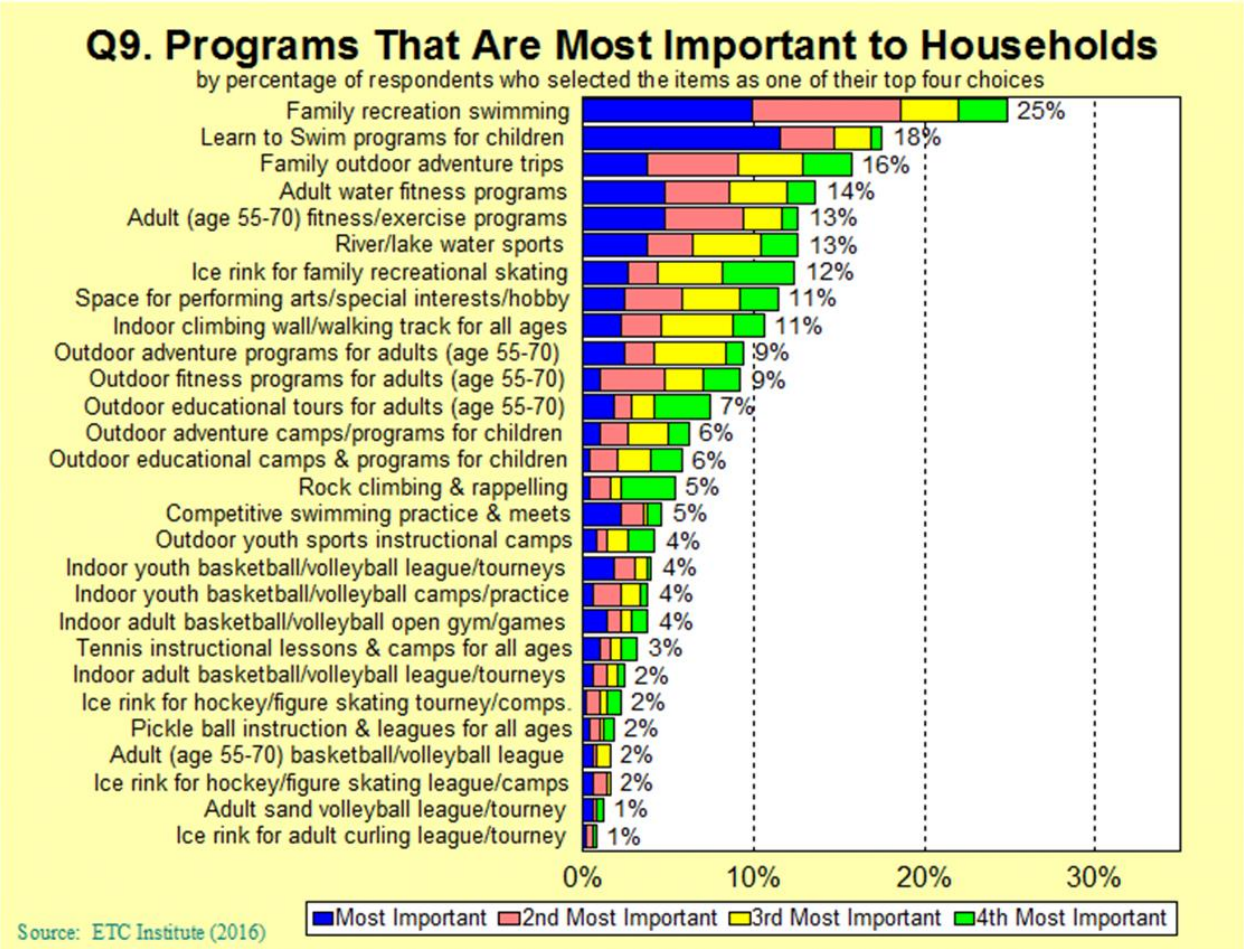


- **How Well Needs Are Being Met for Programs:** Based on the number of households who indicated their needs were only being met 50% or less, 12,388 households indicated that family outdoor adventure trips. Other unmet needs include:
    - indoor climbing wall/walking track for all ages (11,959 households)
    - family recreation swimming (10,867 households)
    - family recreation skating (10,743 households)
    - adult (age 55-70) fitness/exercise programs (10,362 households)
    - adult water fitness programs (10,353 households)



- **Program Importance:** Based on the percentage of households who indicated the program as one of their top four choices, 25% indicated family recreation swimming programs were the most important to their household. Other most important programs include: learn to swim programs for children (18%) and family outdoor adventure trips (16%).

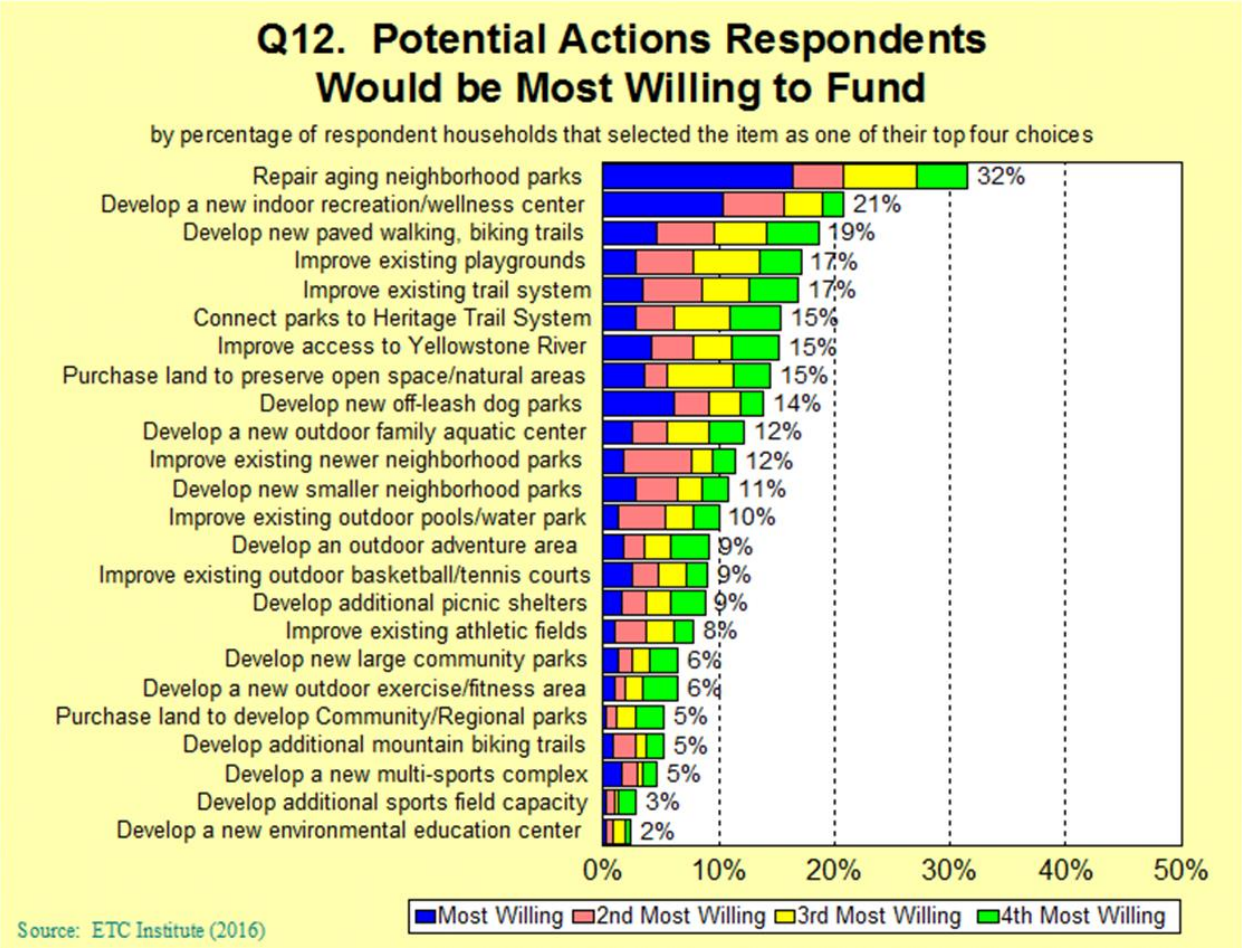
Note: Learn to swim programs for children as a first choice, was more important than any other first choice.



3.2.8 FUNDING SUPPORT TO IMPROVE PARKS, TRAILS, AND THE RECREATION SYSTEM

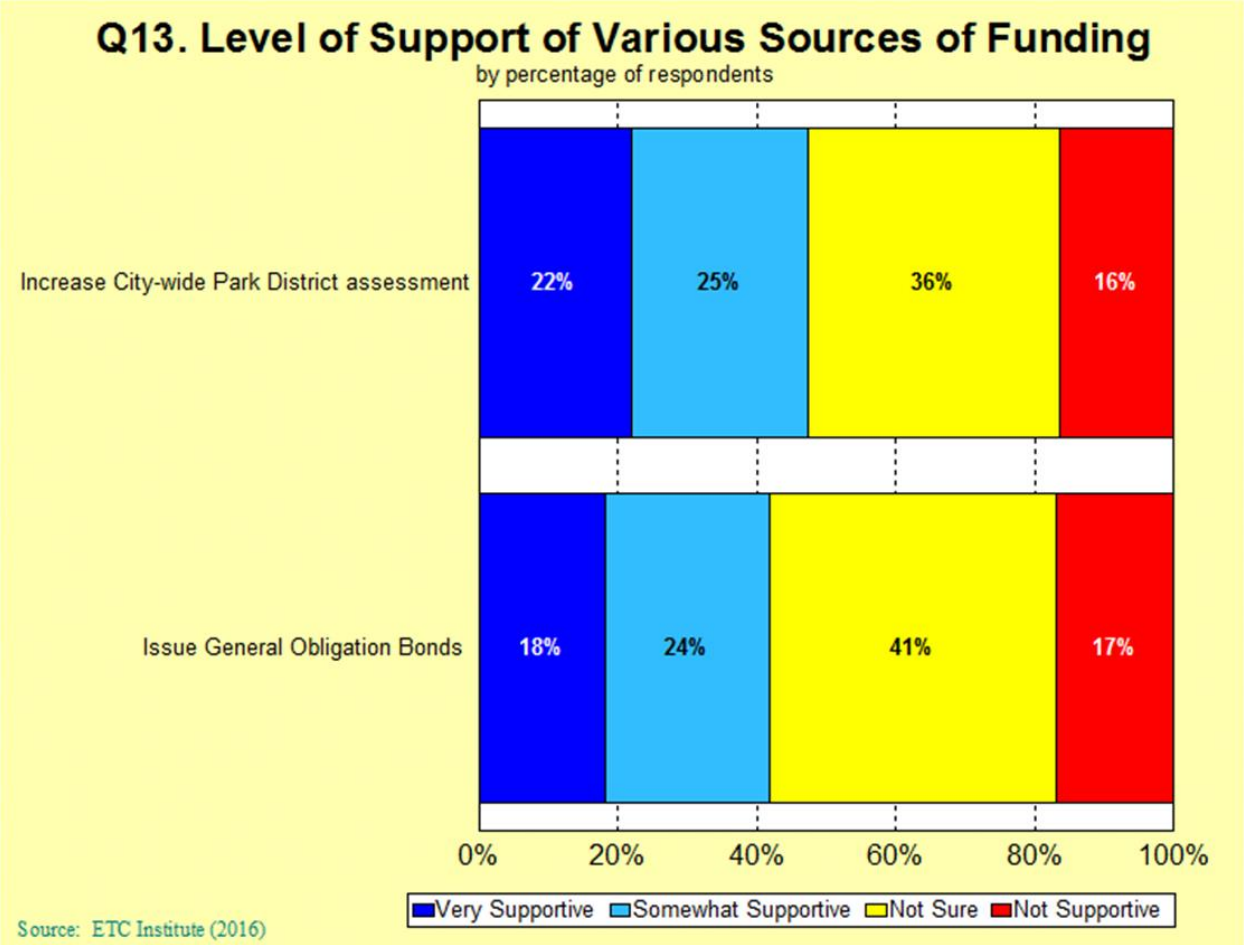
Respondents were asked to indicate their level of support for 25 potential actions that the City of Billings could take to improve the parks, trails, and recreation system.

- **Most Supported Actions:** Based on the percentage of households who indicated FUNDING support for improvements as one of their top four choices, 32% indicated repair aging neighborhood parks. Other most supported actions include: develop a new indoor recreation wellness center (21%), develop new paved walking, biking trails (19%) Improve existing playgrounds (17%) and improve existing trail system (17%).



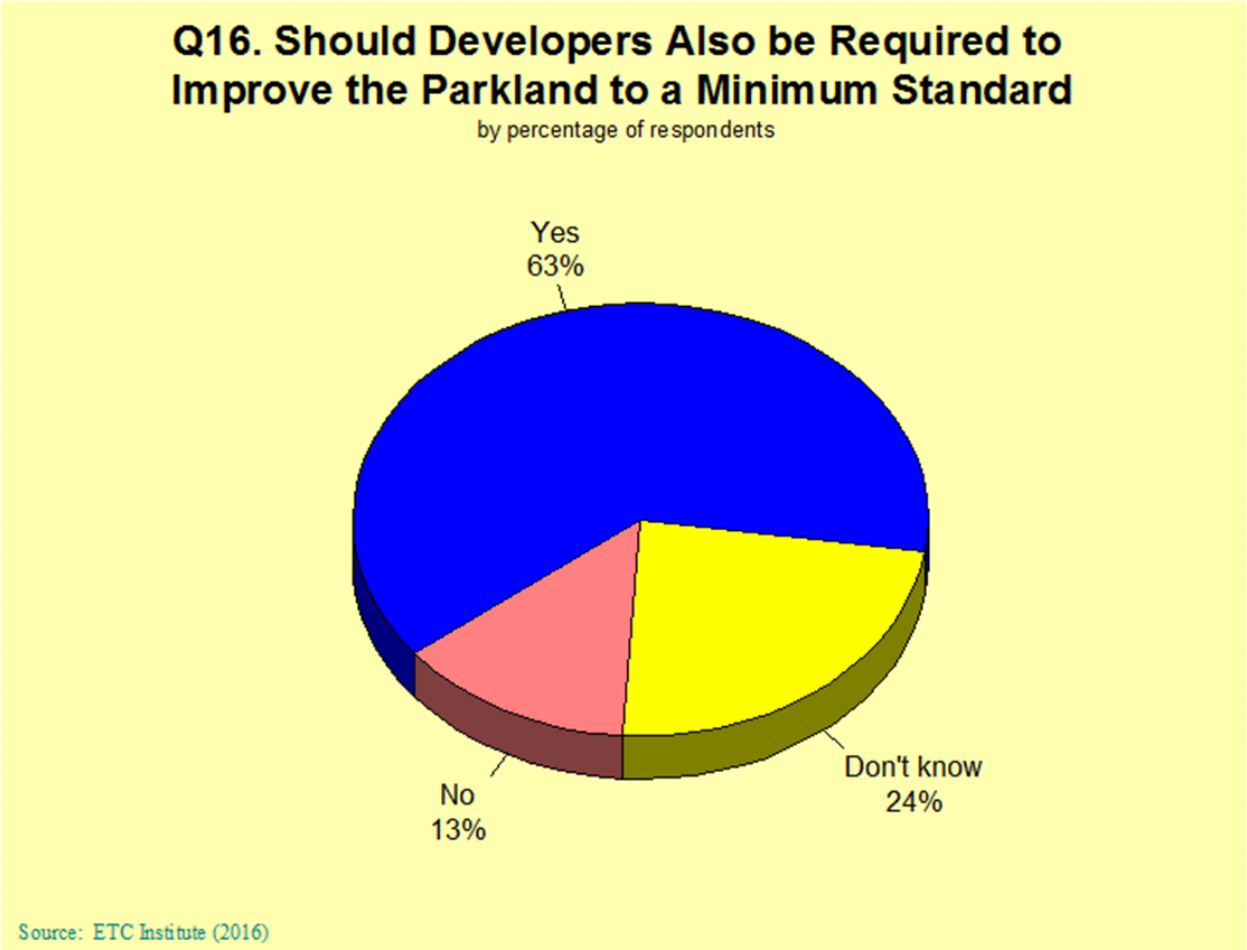
3.2.9 LEVEL OF SUPPORT OF VARIOUS FUNDING SOURCES TO OPERATE NEW/ IMPROVED RECREATION AMENITIES

- Based on the percentage of respondents who were either "very supportive" or "somewhat supportive", 47% support an increase in the City-Wide Park District Assessment.
- Based on the percentage of respondents who were either "very supportive" or "somewhat supportive", 42% support an issuance of general obligation bonds.



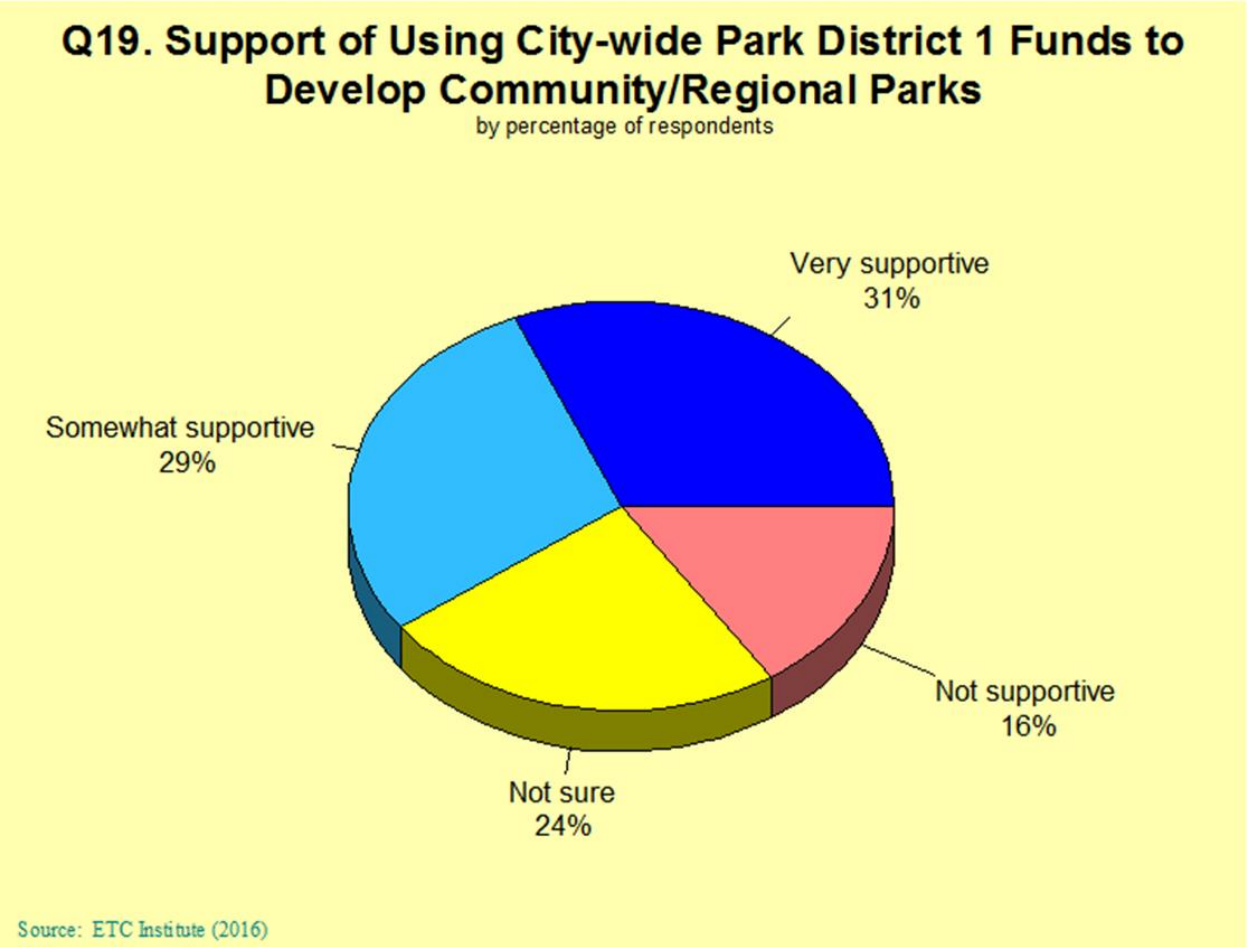
3.2.10 NEW DEVELOPMENT

- 63% of respondents agree that the "development community" should improve parkland to a minimum standard



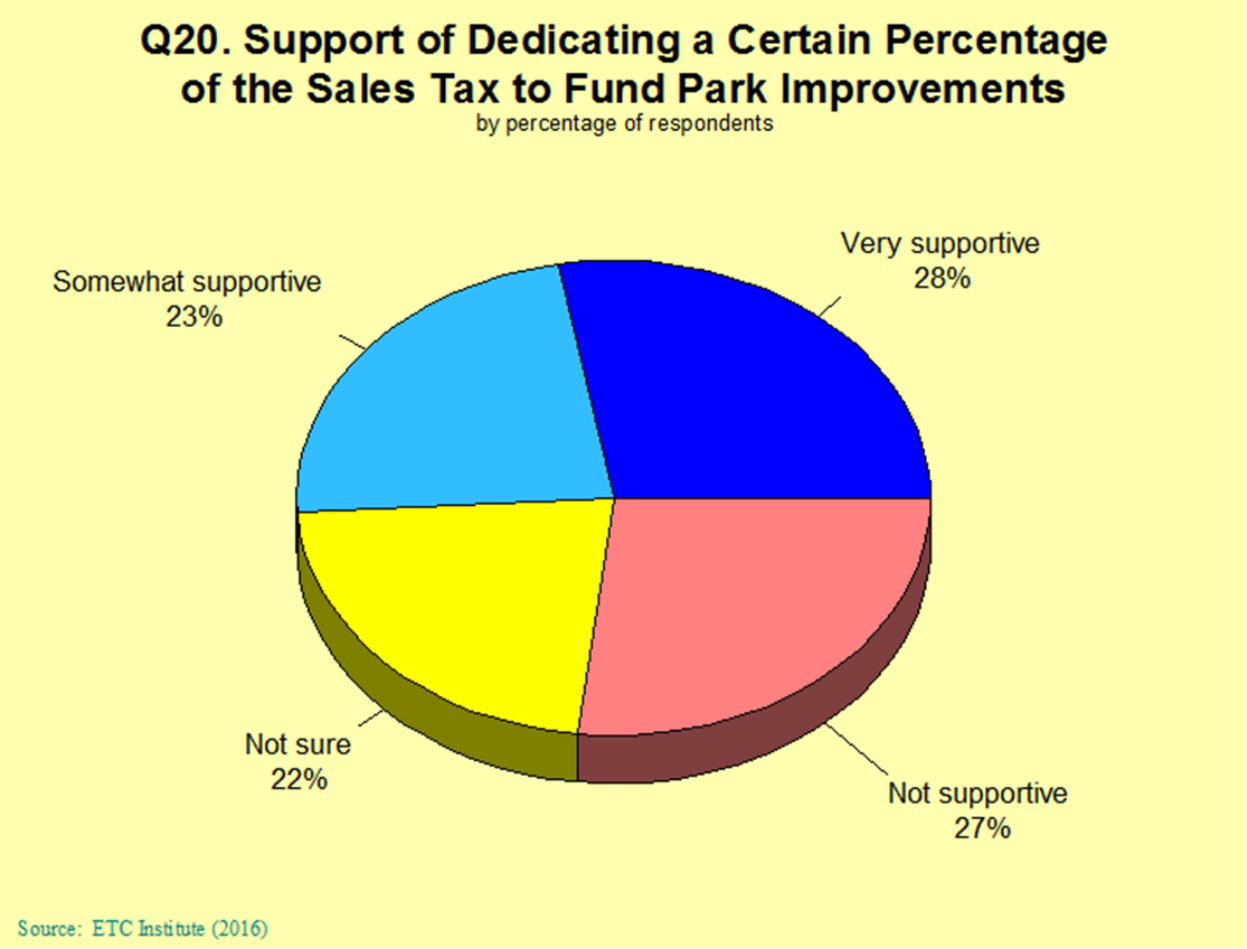
3.2.11 SUPPORT OF UTILIZING CITY-WIDE PARK DISTRICT 1 FUNDS FOR COMMUNITY/REGIONAL PARK DEVELOPMENT

- Based on the percentage of respondents who were either "very supportive" or "somewhat supportive", 60% support the utilization of City-Wide Park District 1 funds for the development of Community/Regional Parks.



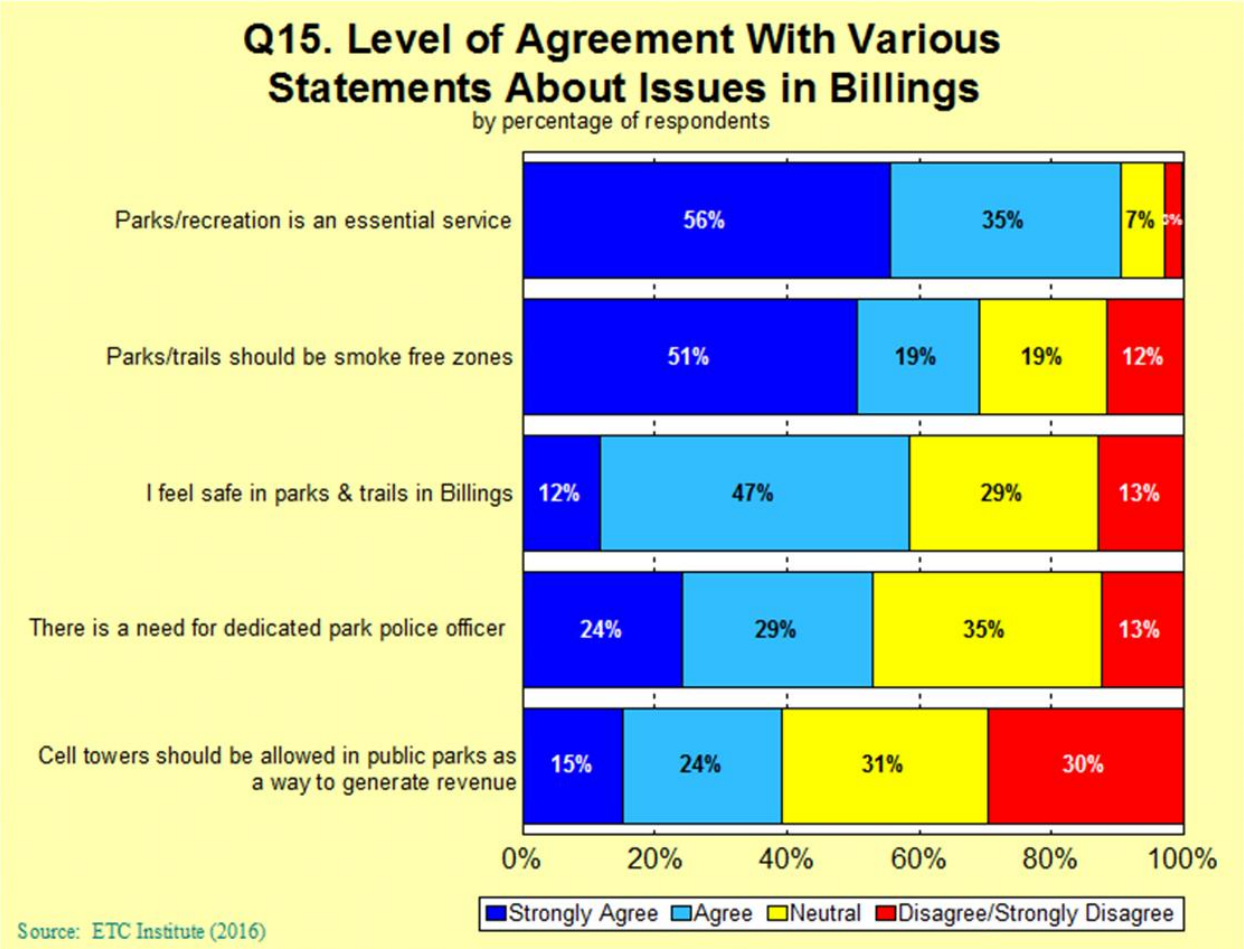
3.2.12 SUPPORT OF USING POTENTIAL SALES TAX DOLLARS FOR PARK IMPROVEMENTS

- Based on the percentage of respondents who were either "very supportive" or "somewhat supportive", 51% support the dedication of a certain percentage of potential sales tax dollars to fund park improvements.



3.2.13 AGREEMENT WITH STATEMENTS ABOUT PARKS AND RECREATION IN BILLINGS

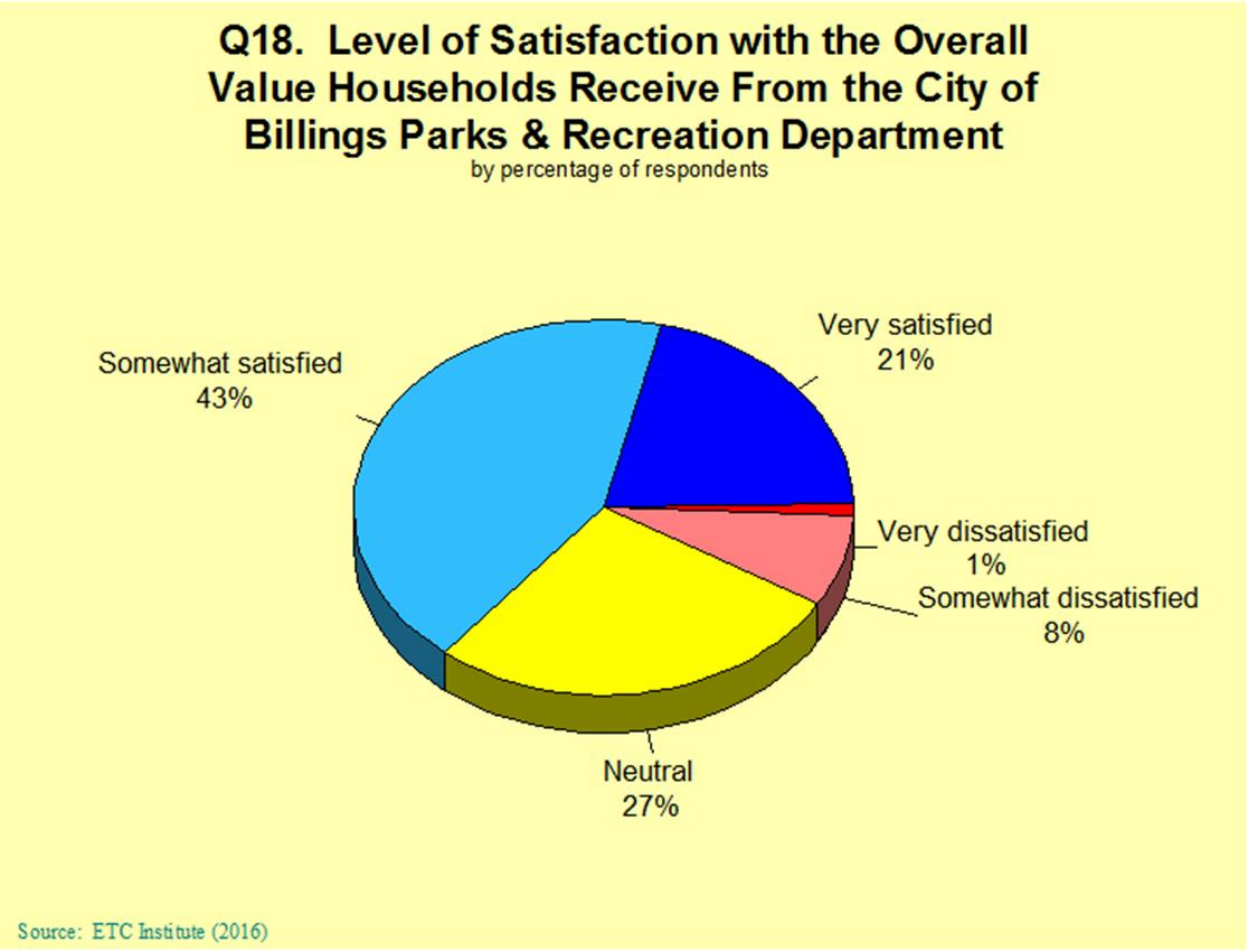
- **Agreement with Benefits:** Based on the sum of households who either "strongly agree" or "agree", 91% agree that the parks and recreation system is an essential service. Other similar levels of agreement include: parks and trails should be smoke-free zones (70%), I feel safe in parks and trails in Billings (59%), there is a need for dedicated park police officers (53%).



3.2.14 SATISFACTION WITH THE OVERALL VALUE RECEIVED

- Twenty-one percent (21%) of households were "very satisfied" with the overall value their household receives from the Park and Recreation Department. Other levels of satisfaction include: Somewhat satisfied, (43%), neutral (27%), somewhat dissatisfied (8%), and very dissatisfied (1%).

National benchmark for very satisfied is 27%.



SUMMARY

When analyzing the survey results, it is important to understand that utilization of parks and recreation spaces should be a major driver of investment in public parks and recreation facilities. In analyzing the activities and programs that are most important to respondent's households and those that have the highest level of unmet need, the consulting team has identified the following activities and corresponding facility needs as the highest priority for investment.

PRIORITY INVESTMENT RATING (Statistically Valid Survey)	
Activity	Corresponding Facility Need
Walking/Jogging/Biking	Walking and Biking Trails
Family Recreation Swimming	Aquatic Facilities in Community Parks or Multi-Generational Recreation Center
Family Outdoor Adventure Trips	Outdoor Recreation Amenities
Visiting Parks	Neighborhood and Community Parks
Indoor Climbing Wall/Walking Track	Multi-Generational Recreation Center
Adult Water Fitness	Aquatic Facilities in Community Parks or Recreation Center
Recreational Family Ice Skating	Ice Rink
Adult (ages 55-70) Fitness/Exercise	Multi-Generational Recreation Center
Learn to Swim Programs for Children	Aquatic Facilities in Community Parks or Multi-Generational Recreation Center
Socialization with Dogs	Off-Leash Dog Park
River/Lake Water Sports	Accessible Entry Points to Lakes and Rivers
Space for Performing Arts	Multi-Generational Recreation Center



Chapter Four - PROGRAM AND SERVICES ASSESSMENT

4.1 OVERVIEW OF PRIORITIES AND CORE PROGRAM AREAS

The Billings Parks, Recreation and Public Lands Department has a professional staff that annually delivers over 150 aquatic, recreation and special event programs. Department staff are responsible for the management and implementation of a diverse array recreation programs, special community-wide events, and the operation of multiple facilities. Employees are engaged year-round in planning, implementing, conducting, and evaluating programs and events. All functions within the Department combine to provide hundreds of offerings in the areas of youth camps, outdoor adventure, aquatics, sports, health, fitness, senior services and special events. But in addition to the provision of services provided directly by the Department, partnerships with other organizations are utilized throughout the service area. Through formal and informal cooperative relationships with various school districts and nonprofit agencies, partners assist with delivering select programs and indoor space to provide limited access for programs.

CORE PROGRAM APPROACH

The vision of the Department is to be one of the premier park and recreation systems in the United States providing all residents access to high-quality programs and experiences. Part of realizing this vision involves identifying Core Program Areas to create a sense of focus around activities and outcomes of greatest importance to the community as informed by current and future needs. However, public recreation is challenged by the premise of being all things to all people, especially in a community such as Billings. The philosophy of the Core Program Area assists staff, policy makers, and the public focus on what is most important. Program areas are considered as Core if they meet a majority of the following categories:

- The program area has been provided for a long period of time (over 4-5 years) and/or is expected by the community.
- The program area consumes a relatively large portion (5% or more) of the agency's overall budget.
- The program area is offered 3-4 seasons per year.
- The program area has wide demographic appeal.
- There is a tiered level of skill development available within the programs area's offerings.
- There is full-time staff responsible for the program area.
- There are facilities designed specifically to support the program area.
- The agency controls a significant percentage (20% or more) of the local market.

4.1.1 BILLINGS PARKS AND RECREATION CORE PROGRAM AREAS

The Department currently offers programs and services in twelve Core Program Areas, identified in the table below:

CORE PROGRAM AREA DESCRIPTION		
Core Program Area	**Brief Description**	**Internal Goals and/or Desired Outcomes**
Active Older Adults 55+	Programs to provide active older an avenue to participate that benefit their physical, mental and emotional health	This category provides the biggest opportunity for expanded quality program offerings to include outdoor adventure and day trips / tours.
Adult Sports	League structured programs that provide opportunities for adults to gather friends to form a team to participate	Continue to expand participation levels by providing an exceptional structure and oversight. Need for increased indoor space to program. Competition from other organizations. Revenue producer.
Aquatics	Programs to provide water safety instruction and certification opportunities for children/teens and fitness/outdoor recreation programs for adults and active older adults.	Provide a safe, clean and friendly aquatic environment for families. Quality aquatic staff through certification and training. Continue to expand programs to fill open times during the week and weekends.
Cemetery Services	Provide services in a beautiful surrounding for the grieving public.	To strive to provide meaningful economical service to the citizens of Billings.
Early Learning	Provide safe, quality structured program for pre-school aged children and community resources for parents	Maximize use of facilities. Department stepped in to take over program once facilitated through grants by United Way. Not an area of expertise or expansion. Many other alternatives in community.
Fitness	Programs to provide adults and active older an avenue to participate that benefit their physical, mental and emotional health	Maximize use of facilities. Offer and promote access to healthy lifestyle opportunities. Need for quality, trained and certified instructors.
Outdoor Recreation	Utilize outdoor resources to provide programming that exposes participants to nature and surrounding environment	This category continues to expand based on the Dept. access to transportation with shuttle buses. Area for increased programming (age related). Need additional access to natural areas in National Forest. Potential partner with University.
Seniors Services	Life enrichment programs to enhance emotional, social, physical, and spiritual wellness for aging seniors at risk for isolation.	To increase programs for active older adults (55+) as well as to increase evidence based life enrichment programs for seniros at risk for isolation.
Special Events	Park events coordinated by other organizations that bring people of all ages and families together to celebrate the communtiy. Also included are non-profit sports organizations that utilize our facilities for their practices and games.	Help facilitate non-profit events, leagues, camps offered throughout our parks system. Our goal is to help them be successful.
Special Interest	Area that focuses on hobby based programming to fulfill different interest based instruction or additional learning opportunities.	Provide programs to meet the needs of community with specific interests. Provide educational or basic instruction . Offer life skills programing.
Volunteer Services/Community Outreach	To build advocacy and awareness for the Parks and Recreation Department and enhance the quality of the park system through community engagement and volunteer service programs.	Provide high quality volunteer opportunities for citizens of diverse ages and abilites. Further enhance public safety in parks and trails through bike patrol and ranger programs. Effectively recruit, retain and recognize volunteers for their service. Strengthen partnerships to work towards common goals.
Youth Camps	Provide safe, quality structured program for school aged children for all day care. Provide activities within the camps that separate our Dept. from other providers. Staff ratios based on age of participants.	Due to recent demand - continue to offer more new quality camp opportunities for parents. Get children back to nature through exposure to different activities. Utilize Dept. and outdoor resources. Revenue producer.
Youth Sports	Area that focuses on wide variety of different sports providing quality instructional programming and opportunities for more advanced athletes	Focuses on both instructional skill development (leagues and camps) and opportunities for club sport athletes. Area for expanded program opportunities for club sports. Seeing a lack of interest in instructional programming - changing our offering to be more creative.

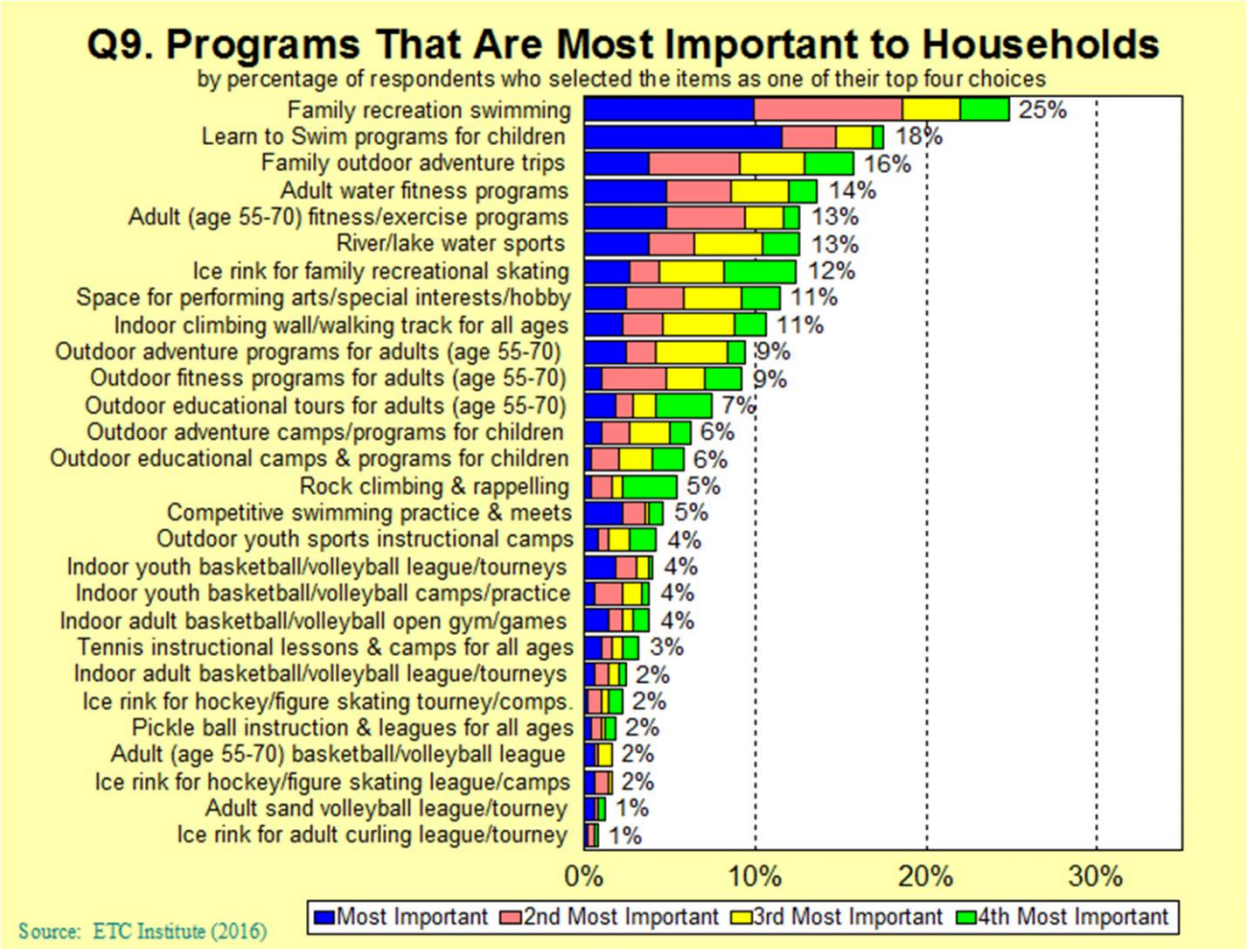
4.1.2 ENSURING THE RIGHT CORE PROGRAM MIX

The Core Program Areas provided by Billings currently appears to meet some of the major needs of the Billings community, but the program mix must be evaluated on a regular and reoccurring basis to ensure that the offerings within each Core Program Area – and the Core Program Areas themselves – align with changing leisure trends, demographics, and needs of residents. The National Recreation and Park Association (NRPA) recommends that six determinants be used to inform what programs and services are provided by the Department. According to NRPA, those determinants are:

- **Conceptual foundations of play, recreation, and leisure** – Programs and services should encourage and promote a degree of freedom, choice, and voluntary engagement in their structure and design. Programs should reflect positive themes aimed at improving quality of life for both individuals and the overall community.
- **Organizational philosophy, mission, and vision** – Programs and services should support the Department's mission and vision statements, values, goals, and objectives. These generally center on promoting personal health, community well-being, social equality, environmental awareness, and economic vitality.
- **Constituent interests and desired needs** – Departments should actively seek to understand the recreational needs and interests of their constituency. This not only ensures an effective (and ethical) use of taxpayer dollars, but also helps to make sure that programs perform well and are valued by residents.
- **Creation of a constituent-centered culture** – Programs and services do reflect a departmental culture where constituents' needs are the prime factor in creating and providing programs. This should be reflected not only in program design, but in terms of staff behaviors, architecture, furniture, technology, dress, forms of address, decision-making style, planning processes, and forms of communication.
- **Experiences desirable for clientele** – Programs and services should be designed to provide the experiences desirable to meet the needs of the participants/clients in a community and identified target markets. This involves not only identifying and understanding the diversity of needs in a community, but also applying recreation programming expertise and skills to design, implement, and evaluate a variety of desirable experiences for residents to meet those needs.
- **Community opportunities** – When planning programs and services, a Department should consider the network of opportunities afforded by other organizations such as nonprofits, schools, other public agencies, and the private sector. Departments should also recognize where gaps in service provision occur and consider how unmet needs can be addressed.

4.2 SURVEY FINDINGS

As part of the process for developing a Park and Recreation Master Plan, ETC conducted a statistically valid citizen survey to identify satisfaction with park and recreation facilities, identify needed park and recreation facilities and programs, and gain input from citizens that will assist City officials in park and recreation resource allocation, budget and policy decisions. A total of 505 residents participated in the survey. Participants rated the City of Billings as having a current or anticipated need for the following recreation programs, ranked in order of importance (full results on this topic can be found in a separate document):



4.3 AGE SEGMENT ANALYSIS

The table below depicts each Core Program Area and Sub-Area along with the age segments they serve. Recognizing that many Core Program Areas serve multiple age segments, Primary (noted with a 'P') and Secondary (noted with an 'S') markets were identified.

AGES SERVED Primary Market or Secondary Market						
Core Program Area	Pre-School (under 5)	Elementary (6-9)	Tweens (10-12)	Teens (13-17)	Adult (18+)	Senior (55+)
Active Older Adults 55+						Primary
Adult Sports					Primary	
Aquatics	Primary	Primary	Primary	Primary	Primary	
Cemetery Services	Primary	Primary	Primary	Primary	Primary	Primary
Early Learning	Primary	Secondary				
Fitness			Secondary	Secondary	Primary	
Outdoor Recreation		Primary	Secondary	Primary	Secondary	
Seniors Services						Primary
Special Events	Primary	Primary	Primary	Primary	Primary	Primary
Special Interest	Primary	Primary	Primary	Primary	Primary	Primary
Volunteer Services/Community Outreach		Secondary	Secondary	Primary	Secondary	
Youth Camps	Secondary	Primary	Secondary			
Youth Sports	Secondary	Primary	Secondary			

Age Segment Analysis - Current Segments Served

Findings from the analysis show that the Department provides a good balance of programs across all age segments. All segments are targeted as a primary market for multiple Core Program Areas.

This balance should be maintained moving forward, and the Department should update this Age Segment Analysis every year to note changes in Core Program Areas or to refine age segment categories. Given the growing population trend for residents ages 55 and over and the growing demand for services in this age bracket, it is also recommended that the Department further segment this group into 55-69 and 70+. These two sub-segments will have increasingly different needs and expectations for programming in coming years, and program planning will be needed to provide differing requirements.

Age Segment Analyses should ideally be done for every program offered by the Department, not just for each Core Program Area. Program coordinators/managers should include this information when creating or updating program plans for individual programs. An Age Segment Analysis can also be incorporated into Mini Business Plans for comprehensive program planning.

4.4 LIFECYCLE ANALYSIS

A lifecycle analysis involves reviewing every program identified by City of Billings' staff to determine the stage of growth or decline for each as a way of informing strategic decisions about the overall recreation program portfolio. The various stages of program lifecycles are as follows:

- Introduction - New program; modest participation
- Take-Off - Rapid participation growth
- Growth - Moderate, but consistent participation growth
- Mature - Slow participation growth
- Saturated - Minimal to no participation growth; extreme competition
- Decline - Declining participation

This analysis is not based on strict quantitative data, but rather is based on staff's knowledge of their program areas. The table below shows the percentage distribution of the various lifecycle categories of the Division's recreation programs. These percentages were obtained by comparing the number of programs in each individual stage with the total number of programs listed by staff.

System-wide: Lifecycle Stage				
	Percentage	**Number**	**Actual Distribution**	**Best Practice Distribution**
Introduction	10%	15	50.3%	50-60%
Take-Off	16%	25		
Growth	25%	39		
Mature	41%	65	41.4%	40%
Saturated	5%	8	8.3%	0-10%
Decline	3%	5		
Total	**100%**	**157**		

Recreation Program Lifecycle Analysis - Current Distribution and Recommendations

Overall, the lifecycle analysis results indicate a best practice distribution of all programs across the life cycle. A combined total of 50.3% of programs fall into the **Introduction, Take-off** and **Growth** stages, primarily due to the increase in programming due to the recent hiring of additional staff to implement new programming for the community.

While it is important to provide new programs to align with trends and help meet the evolving needs of the community, it is also important to have a stable core segment of programs that are in the Mature stage. Currently, the Department has 41.4% of their programs in this category. The consulting team recommends this be approximately 40% so as to provide stability to the overall program portfolio, but without dominating the portfolio with programs that are advancing to the later stages of the lifecycle. Programs in the Mature stage should be tracked for signs they are entering the Saturation or Decline

stages. There should be an ongoing process to evaluate program participation and trends to ensure that program offerings continue to meet the community's needs.

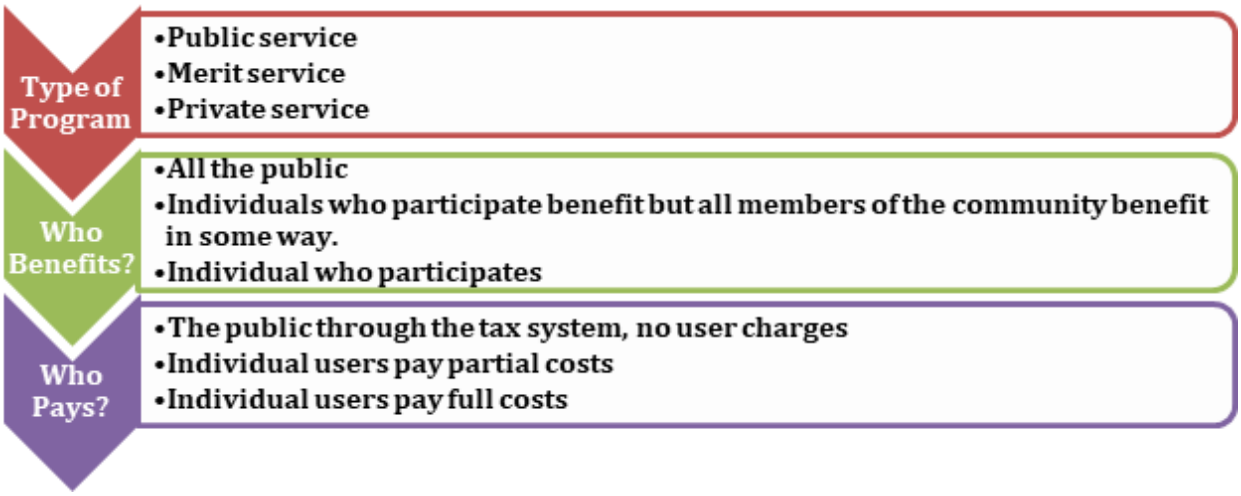
A total of 8.3% of programs are saturated or declining. The consulting team recommends keeping as few programs as possible in these two stages, but it is understood that programs eventually evolve into saturation and decline. If programs never reach these stages, it is an indication that staff may be "over-tweaking" their offerings and abbreviating the natural evolution of programs. This prevents programs from reaching their maximum participation, efficiency, and effectiveness. For departments challenged with doing the most they can with limited resources, this has the potential to be an area of concern.

As programs enter into the Decline stage, they must be closely reviewed and evaluated for repositioning or elimination. When this occurs, the consulting team's recommendation is to modify these programs to begin a new lifecycle with the introductory stage or to add new programs based upon community needs and trends.

Staff should complete a lifecycle review on an annual basis and ensure that the percentage distribution closely aligns with desired performance.

4.5 PROGRAM AND SERVICE CLASSIFICATION

The Parks and Recreation Department currently does not classify its programs and services. Classifying programs and services is an important process for an agency to follow in order to remain aligned with the community's interests and needs, the mission of the organization, and to sustainably operate within the bounds of the financial resources that support it. The criteria utilized and recommended in program classification stems from the foundation's concept detailed by Dr. John Crompton and Dr. Charles Lamb. In Marketing Government and Social Services, they purport that programs need to be evaluated on the criteria of type, who benefits, and who bears the cost of the program. This is illustrated below:



The approach taken in this analysis expands classifying services in the following ways:

- For whom the program is targeted
- For what purpose
- For what benefits
- For what cost
- For what outcome

4.5.1 PARAMETERS FOR CLASSIFYING PROGRAM TYPES

The first milestone is to develop a classification system for the services and functions of the City of Billings Parks, Recreation and Public Lands Department. These systems need to reflect the statutory obligations of the agency, the support functions performed, and the value-added programs that enrich both the customer's experience and generate earned revenues in mission-aligned ways to help support operating costs. In order to identify how the costs of services are supported and by what funding source, the programs are to be classified by their intended purpose and what benefits they provide. Then funding source expectations can then be assigned and this data used in future cost analysis. The results of this process are a summary of classification definitions and criteria, classification of programs within the City of Billings Parks, Recreation and Public Lands Department and recommended cost recovery targets for each service based on these assumptions.

Program classification is important as financial performance (cost recovery) goals are established for each category of services. This is then linked to the recommendations and strategies for each program or future site business plan. These classifications need to be organized to correspond with cost recovery expectations defined for each category. In this section of the Master, each program area will be assigned specific cost recovery targets that align with these expectations.

4.5.2 SERVICE CLASSIFICATION PROCESS

The service classification process consists of the following steps:

1. Develop a definition for each program classification that fits the legislative intent and expectations of the division; the ability of the Department to meet public needs within the appropriate areas of service; and the mission and core values of City of Billings' Parks and Recreation Department.
2. Develop criteria that can be used to evaluate each program and function within the division, and determine the classification that best fits.

4.5.3 PROGRAM CLASSIFICATION DESCRIPTIONS

The program classification matrix was developed as a guide for the division staff to follow when classifying programs, and how that program needs to be managed with regard to cost recovery. By establishing clarification of what constitutes a "Core Public Service", "Important Public Service", and "Value Added Service" will provide the division and its stakeholders a better understanding of why and how to manage each program area as it applies to public value and private value.

Additionally, the effectiveness of the criteria linked to performance management expectations relies on the true cost of programs (direct and indirect cost) being identified. Where a program falls within this matrix can help to determine the most appropriate cost recovery rate that should be pursued and measured. This includes being able to determine what level of public benefit and private benefit exists as they apply to each program area. Public benefit is described as, "everyone receives the same level of benefit with equal access". Private benefit is described as "the user receives exclusive benefit above what a general taxpayer receives for their personal benefit".

	ESSENTIAL Programs	IMPORTANT Programs	VALUE-ADDED Programs
Public interest; Legal Mandate; Mission Alignment	• High public expectation	• High public expectation	• High individual and interest group expectation
Financial Sustainability	• Free, nominal or fee tailored to public needs • Requires public funding	• Fees cover some direct costs • Requires a balance of public funding and a cost recovery target	• Fees cover most direct and indirect costs • Some public funding as appropriate
Benefits (i.e., health, safety, protection of assets).	• Substantial public benefit (negative consequence if not provided)	• Public and individual benefit	• Primarily individual benefit
Competition in the Market	• Limited or no alternative providers	• Alternative providers unable to meet demand or need	• Alternative providers readily available
Access	• Open access by all	• Open access • Limited access to users	• Limited access to users

4.5.4 CLASSIFICATION OF SERVICES-KEY RECOMMENDATIONS

In order to improve the fiscal performance and delivery of programs and services, the consulting team makes the following recommendations.

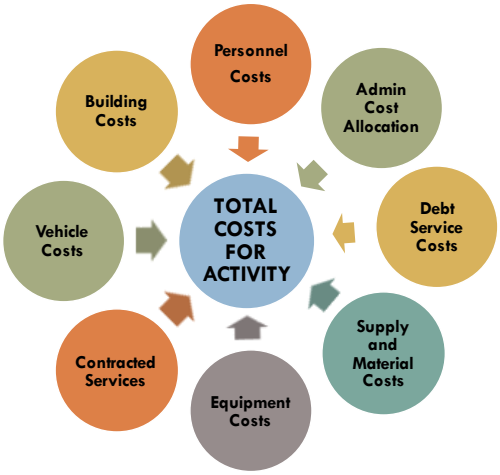
- **Implement the Classification of Services and Cost Recovery Goals:** Through the program assessment analysis, the major functional program areas were assessed and classified based on the criteria established in the previous section of the plan. This process included determining which programs and services fit into each classification criteria. Then cost recovery goals were established based on the guidelines included in this plan. The percentage of cost recovery is based on the classification of services and will *typically* fall within these ranges, *although anomalies will exist*:
    - Core 0-35%
    - Important 35-75%
    - Value Added 75%+

The below table represents a summary of programs and services, the classification of those programs, as well as, recommended cost recovery goals to be achieved within 5 years.

Programming Lines of Service	Benefit Level	Classification	Pricing Strategy	Recommended Total Cost Recovery
Active Older Adults 55+	Individual	Value Added	User Fees	100%
Adult Sports	Individual	Value Added	User Fees	100%
Aquatics (Learn to Swim)	Community	Essential	General Fund	35%
Aquatics (Other)	Merit/Individual	Important/Value Added	General Fund/User Fees	50-100%
Cemetery Services	Merit/Individual	Important/Value Added	General Fund/User Fees	50%
Early Learning	Merit	Important	General Fund/User Fees	50%
Fitness	Individual	Value Added	User Fees	100%
Outdoor Recreation	Individual	Value Added	User Fees	100%
Senior Services (Arts and Crafts)	Community	Essential	General Fund	up to 35%
Senior Services (Events)	Community	Essential	General Fund	up to 35%
Senior Services (Fitness)	Community	Essential	General Fund	up to 35%
Senior Services (Games)	Community	Essential	General Fund	up to 35%
Senior Services (Groups and Clubs)	Community	Essential	General Fund	up to 35%
Senior Services (Wellness)	Community	Essential	General Fund	up to 35%
Special Events	Merit/Individual	Important/Value Added	General Fund/User Fees	50-100%
Special Interest	Individual	Value Added	User Fees	100%
Volunteer Services/Community Outreach	Community/Merit	Essential/Important	General Fund/Sponsorships	0-50%
Youth Camps	Merit/Individual	Important/Value Added	General Fund/User Fees	50-100%
Youth Sports	Merit/Individual	Important/Value Added	General Fund/User Fees	50-100%

4.5.5 UNDERSTANDING THE FULL COST OF SERVICE

To properly fund all programs, either through tax subsidies or user fees, and to establish the right cost recovery targets, a Cost of Service Analysis should be conducted on each program, or program type, that accurately calculates direct (i.e., program-specific) and indirect (i.e., comprehensive, including administrative overhead) costs. Completing a Cost of Service Analysis not only helps determine the true and full cost of offering a program, but provides information that can be used to price programs based upon accurate delivery costs. The figure below illustrates the common types of costs that must be accounted for in a Cost of Service Analysis.



The methodology for determining the total Cost of Service involves calculating the total cost for the activity, program, or service, then calculating the total revenue earned for that activity. Costs (and revenue) can also be derived on a per unit basis. Program or activity units may include:

- Number of participants
- Number of tasks performed
- Number of consumable units
- Number of service calls
- Number of events
- Required time for offering program/service

Agencies use Cost of Service Analyses to determine what financial resources are required to provide specific programs at specific levels of service. Results are used to determine and track cost recovery as well as to benchmark different programs provided by Billings between one another. Cost recovery goals are established once Cost of Service totals have been calculated. Department staff should be trained on the process of conducting a Cost of Service Analysis and the process undertaken on a regular basis.

Currently, the Billings Parks, Recreation and Public Lands Department does track revenue, expenditures and cost recovery goals as lines of service as shown in the table below:

COST RECOVERY			
Core Program Area	**Cost Recovery Goal (percentage)**	**Actual Cost Recovery for most recent FY (percentage)**	**Notes/Comments**
Active Older Adults 55+	**100% of all Direct Costs**	**113%**	**High Specialized Instructor Wages**
Adult Sports	**100% of all Direct Costs**	**117%**	**Major wage expense in recruitment and retention of officials**
Aquatics	**100% of all Direct Costs**	**122%**	**Volume participation for Learn to Swim**
Cemetery Services	**20% of all Direct Costs**	**22%**	**Increase to 50% within 5 years**
Early Learning	**100% of all Direct Costs**	**100%**	**Maintain program started by United Way who lost grant that financially supported program.**
Fitness	**100% of all Direct Costs**	**106%**	**High Specialized Instructor Wages**
Outdoor Recreation	**100% of all Direct Costs**	**111%**	**Include mostly trips/tours to participate**
Senior Services	**10% of all Direct Costs**	**11%**	**Through funding provided by the Yellowstone County Senior Mil Levy which comes to the Adult Resource Alliance of Yellowstone County and is distributed to senior service providers.**
Special Interest	**100% of all Direct Costs**	**109%**	**High Specialized Instructor Wages**
Volunteer Services/Community Outreach (no charge)	**0% of all Direct Costs**	**0%**	**Free Service**
Youth Camps	**100% of all Direct Costs**	**126%**	**High volume / Focus on Instructor Ratios**
Youth Sports	**100% of all Direct Costs**	**105%**	**Scholarships widely used for instructional programs. Club Sports provide revenue.**

To more accurately track cost of service and cost recovery, the consulting team recommends the following:

- **Develop New Pricing Policy Based on Classification of Programs and Services:** Given the recommended shift in philosophical approach, it is important to refocus the division on cost recovery goals by functional program area or line of service. Pricing based on established operating budget recovery goals will provide flexibility to maximize all pricing strategies to the

fullest. Allowing the staff to work within a pricing range tied to cost recovery goals will permit them to set prices based on market factors and differential pricing (prime-time/non-primetime, season/off-season rates) to maximize user participation and also encourage additional group rate pricing where applicable.

To gain and provide consistency, a revised pricing policy must be adopted in order for the Billings Parks, Recreation and Public Lands Department to operate effectively and efficiently to meet the program cost recovery goals identified above. In short, it is important that the Billings Parks, Recreation and Public Lands Department state its policy in all publications, on its website, and in its reservation processes to describe how they establish a price for a service or use of a facility. Example:

"The Billings Parks, Recreation and Public Lands Department's funding that is derived from taxpayers is focused on mission-based facilities and services. The programs and facilities that are furthest from our mission, that provide an individual benefit, or that provide exclusive use will require higher fees from users or other sources to help offset operating costs."

It is recommended that the Billings City Council adopt the recommended cost recovery goals for the Parks and Recreation Department as presented in this Master Plan. In order to achieve the cost recovery goal, it is expected that the Billings Parks, Recreation and Public Lands Department will strive to continue to meet the cost recovery goals established for each program area as recommended. In order to continue to meet these goals, efforts must be made to:

- Consistently deliver high quality programs and services
- Strategically price programs and services
- Solicit sponsorships and donations to develop a sustainable earned income stream
- Increase the utilization of volunteers to offset operational expenditures
- Expand marketing to increase the volume of participation in programs and services

The cost recovery goals are expected to be achieved over a 5-year period and there should be no expectation that they be realized immediately. It is expected that an iterative implementation process of introducing the classification methodology and a new pricing policy along with the refinement of department's cost of service analysis will occur over the next 5 years. This process will have an impact on cost recovery as it will result in the refinement of foundational business elements including but not limited to service levels, service delivery, pricing and the guidelines developed to secure external operational funding sources such as grants, donations and partnerships. Additionally, external factors such as economic conditions and changes to the City's financial policies will have a bearing on achieving a cost recovery goal in which revenue offsets 50% of expenditures.

- **Develop Pricing Strategies:** As the Billings Parks, Recreation and Public Lands Department embarks on the implementation of a new pricing policy, it will be necessary to develop pricing strategies that will not only increase sales but also maximize the utilization of the City of Billings' parks, programs and recreation facilities. By creating pricing options, customers are given the opportunity to choose which option best fits their schedule and price point. The consulting team recommends that the Billings Parks, Recreation and Public Lands Department continue to explore pricing strategies that create options for the customer.

The following table offers examples of pricing options.

• Primetime	• Incentive Pricing
• Non-primetime	• Length of Stay Pricing
• Season and Off-season Rates	• Cost Recovery Goal Pricing
• Multi-tiered Program Pricing	• Level of Exclusivity Pricing
• Group Discounting and Packaging	• Age Segment Pricing
• Volume Pricing	• Level of Private Gain Pricing

The most appropriate strategies for Billings to consider are as follows:

- Primetime and Non-primetime pricing strategy – The price is set based on the time of the day. Primetime is considered to be the time of day in which the demand for the service is highest. Fees for the rental of a park or pool during this time would be set at rate that would recover 125-150% of costs incurred. To lessen the demand for "primetime", the department can lower prices for rentals of the park or pool during times in which demand is lower. This will assist in maximizing the utilization of its facilities.
- Premium pricing - The price set is high to reflect the exclusiveness of the product. An example of this would be a user group paying higher rental fees for the exclusive use of a facility that prohibits the general public or other groups from participating.
- Consider a pricing strategy that provides a discount for online registration of programs.



4.6 PROGRAM PRIORITY RANKINGS

The purpose of the Facility and Program Priority Rankings is to provide a prioritized list of facility/amenity needs and recreation program needs for the community served by Billings Parks and Recreation. This model evaluates both quantitative and qualitative data.

- Quantitative data includes the statistically-valid community survey, which asked residents to list unmet needs and rank their importance.
- Qualitative data includes resident feedback obtained in community input, stakeholder interviews, staff input, local demographics, recreation trends, and planning team observations.
- A weighted scoring system is used to determine the priorities for recreation programs:

Data Source	Component	Weighting
Quantitative Data	**Unmet Needs Reported by the Community Survey** – This is used as a factor from the total number of households stating whether they have a need for a facility/program and the extent to which their need for facilities and recreation programs has been met. Survey participants were asked to identify this for 25 different facilities and 19 recreation programs.	**35%**
	Importance Rankings Reported by the Community Survey – This is used as a factor from the importance allocated to a facility or program by the community. Each respondent was asked to identify the top four most important facilities and recreation programs.	**35%**
Qualitative Data	**Synthesis of Trends and Anecdotal Information** – This factor is derived from the planning team's evaluation of program and facility priority based on survey results, community input, stakeholder interviews, staff input, local demographics, and recreation trends.	**30%**

These weighted scores provide an overall score and priority ranking for the system as a whole. The results of the priority ranking are tabulated into three categories: High Priority (top third), Medium Priority (middle third), and Low Priority (bottom third).

Program	Priority
Family Recreation Swimming	High
Family Outdoor Adventure Trips	
Indoor Climbing/Walking Track Program*	
Adult (18-54) Fitness*	
Adult Water Fitness	
Family Recreation Ice Skating*	
Adult (age 55-70) Fitness/Exercise*	
Learn to Swim	
River/Lake Water Sports (canoeing/kayaking)	
Performing Arts/Special Interest*	
Adult (55-70) Outdoor Adventure	
Adult (55-70) Outdoor Fitness	
Adult (55-70) Educational Tours	
Children Outdoor Adventure Camps	
Children Outdoor Educational Camps	Medium
Rock Climbing and Rappelling	
Competitive Swimming	
Baseball/Softball	
Ice Hockey/Figure Skating/Curling*	Low
Tennis instruction	
Sand Volleyball	
Indoor Youth Basketball/Volleyball*	
Indoor Adult Basketball/Volleyball*	
Pickleball	
* The City does NOT currently have a facility to host these programs	

4.7 OTHER KEY FINDINGS

- **Program Evaluation:** Assessment and evaluation tools to measure the success of programs and services are in place.
- **Customer Satisfaction and Retention:** The department does not currently track customer satisfaction ratings or customer retention percentages.
- **Staff Training/Evaluation:** The department has a comprehensive staff training program and solid evaluation methods in place.
- **Public Input:** The department does not have methodology in place to continually gather feedback on needs and unmet needs for programming.
- **Staffing:** The addition of a third programmer beginning in FY 18 will provide the department with additional capacity to better meet the highest priority outdoor programming needs of the community.
- **Marketing:** The department utilizes a number of marketing strategies to inform City residents of the offerings of the community; however, it lacks a formalized Marketing Plan which can be utilized to create target marketing strategies.

4.8 OTHER KEY RECOMMENDATIONS

- **Participation Data Analysis:** Through ongoing participation data analysis, refine recreation program offerings to reduce low enrollment or cancelled programs due to no enrollment.
- **Expand programs and services in the areas of greatest demand:** Ongoing analysis of the participation trends of programming and services in Billings is significant when delivering high quality programs and services. By doing so, staff will be able to focus their efforts on the programs and services of the greatest need and reduce or eliminate programs and services where interest is declining. Specific efforts should be made to increase programming in the areas of greatest UNMET need as identified in the statistically valid survey.
- **Partnerships:** The department does not have all partnerships memorialized in formal partnership agreements.
- **Evaluation:** Implement the program assessment and evaluation tool as recommended. Assessment and evaluation tool is provided as an Excel spreadsheet as a stand-alone separate document.

4.9 SUMMARY

The department is delivering quality programs, services and events to the community, ***however, does have opportunity for improvement***. The chart below provides a summary of the recommended actions that the Department should implement in developing a program plan to meet the needs of residents.

PROGRAM	ACTION	TIMELINE
Family Recreation Swimming	CONTINUE/EXPAND	LONG-TERM (aquatic facility construction)
Family Outdoor Adventure Trips	CONTINUE/EXPAND	SHORT-TERM
Indoor Climbing/Walking Track Program*	IMPLEMENT	LONG-TERM (recreation center construction)
Adult (18-54) Fitness*	EXPAND	LONG-TERM (recreation center construction)
Adult Water Fitness	CONTINUE/EXPAND	LONG-TERM (aquatic facility construction)
Family Recreation Ice Skating*	IMPLEMENT	LONG-TERM (ice rink partnership)
Adult (age 55-70) Fitness/Exercise*	CONTINUE/EXPAND	LONG-TERM (recreation center construction)
Learn to Swim	CONTINUE/EXPAND	LONG-TERM (aquatic facility construction)
River/Lake Water Sports (canoeing/kayaking)	IMPLEMENT	IMMEDIATELY through partnerships
Performing Arts/Special Interest*	IMPLEMENT	LONG-TERM (recreation center construction)
Adult (55-70) Outdoor Adventure	IMPLEMENT	IMMEDIATELY
Adult (55-70) Outdoor Fitness	IMPLEMENT	IMMEDIATELY
Adult (55-70) Educational Tours	IMPLEMENT	IMMEDIATELY
Children Outdoor Adventure Camps	CONTINUE	SHORT-TERM
Children Outdoor Educational Camps	CONTINUE	SHORT-TERM
Rock Climbing and Rappelling	IMPLEMENT	IMMEDIATELY through partnerships
Competitive Swimming	CONTINUE	LONG-TERM (aquatic facility construction)
Baseball/Softball	CONTINUE	SHORT-TERM
Ice Hockey/Figure Skating/Curling*	IMPLEMENT	LONG-TERM (ice rink partnership)
Tennis instruction	CONTINUE	SHORT-TERM
Sand Volleyball	CONTINUE	LONG-TERM (community park construction)
Indoor Youth Basketball/Volleyball*	CONTINUE/EXPAND	LONG-TERM (recreation center construction)
Indoor Adult Basketball/Volleyball*	CONTINUE/EXPAND	LONG-TERM (recreation center construction)
Pickleball	CONTINUE	SHORT-TERM

*Multi-Generational Recreation Facility needed to incorporate expanded recreational programming opportunities.

Chapter Five - DEPARTMENT MAINTENANCE ASSESSMENTS

Parks and amenities that are clean and functioning efficiently are a critical element to delivering high quality programs and services. The chart below illustrates the acreage maintained by the City of Billings Parks, Recreation and Public Lands Department (not included Right of Way/Median acreage).

PARK TYPE	Billings Inventory
Pocket Parks	23.25
Neighborhood/School Parks	182.91
Community Parks	311.89
Greenways/Linear Park	115.53
Special Use Parks	100.00
Sports Complex Parks	139.46
Cemeteries	66.41
Natural Resource/Conservation Parks	1,023.12
Undeveloped Parks	95.42

5.1 PARK MAINTENANCE

Parks and Open Spaces have played a major role in the livability of Billings since its inception. The City is fortunate to have almost 10% of the lands throughout the city preserved in perpetuity for the recreation and enjoyment of current and future citizens. Today, the park and open space system consists of 2,555 acres of developed, undeveloped, natural area, green space and greenway parks woven throughout the city. Today, park facilities include 6 neighborhood centers, a professional baseball stadium, 2 outdoor pools, 4 spray grounds, 2 wading pools, 40 playgrounds, 24 picnic shelters, one skate park, 26 tennis courts, 25 basketball courts, 22 restrooms,39 miles of hard surface multi-use trails and many miles of soft surface trails making it the largest Urban Park system in Montana. The Core Services that the Park Maintenance Division provides are:

- Park Lands Management and Maintenance
- Facility and Building Management and Maintenance
- Heritage Trail Management and Maintenance
- Environmental Stewardship & Conservation
- Community Partnerships and Events

5.1.1 KEY FINDINGS

- **Lines of Service:** The core lines of service (functions) performed by the Parks Division are numerous and are as follows:

Parks Maintenance Lines of Service
Athletic Field - Game Preparation
Athletic Field Maintenance (Diamond and Multi-Purpose Fields)
Citizen Inquiries
Department Special Event Support
Dog Park Maintenance
Equipment Maintenance
Facility Grounds Maintenance
Furniture, Fixtures, Systems (lighting, etc) and Equipment Maintenance and Repair
Integrated Pest Management
Irrigation Systems
Lake Management
Landscape Beautification
Maintenance Yard Management
Natural Resource/Open Space
Park Building Maintenance
Park Permit/Special Event Facilitation
Playground Maintenance
Restroom Custodial Services
Sport Couts (Basketball, Tennis, Sand Volleyball Courts)
Snow and Ice Removal
Trails
Turf Management

- **Maintenance Standards and Development of Work Plans** – Through the review of data and workshops with staff, the PROS Consulting team determined that the Parks division does have management plans in place including:
    - Athletic Field Management Plan
    - Noxious Weed Management Plan
    - Trail Asset Management Plan
    - Trash Removal Management Plan

  However, routine parks and grounds maintenance plans with task, frequency and season of year in which work is performed are more institutional in nature.

- **Work Order Management System -** The Parks Division should consider a Work Order Management System that identifies maintenance and asset replacement schedules.

- **Resources:** Staff does not lack the necessary equipment or resources to perform tasks at a high level, however, lack of staff creates hardships when managing turf, trees and landscaping.

- **Third Party Contracting of Services -** Given the "varying" cycles of the economy, it is imperative that the division continually evaluates the capacity and cost of service in the private sector. Currently, Parks does not track unit activity costs and therefore cannot analyze the unit cost to perform work internally against the unit cost to perform work by a third-party vendor. Without this level of analysis, the division is unable to determine if it is more effective and efficient to perform work "in-house" or to "contract it out".
- **Task Time Analysis:** As part of the park maintenance operations analysis, the Billings Parks Division conducted a high-level task time analysis of full-time employees in the core areas in which it performs regular routine maintenance. The following chart provides a summary of the results of this effort.

BILLINGS PARKS – TASK TIME ANALYSIS		
Task	Total Annual Manhours	Percentage of Time
Morning Load	600.00	2%
Windshield Time	8400.00	32%
Break/Lunch	1500.00	6%
Routine Parks Maintenance	3000.00	11%
Routine Facility Maintenance	900.00	3%
Routine Trail Maintenance	450.00	2%
Equipment Repair	900.00	3%
Routine Natual Area Maintenance	450.00	2%
Supervision Time	2100.00	8%
Irrigation	5550.00	21%
Repair (Parks, Trails, Facilities, Natural Areas- do NOT include irrigation)	408.00	2%
Special Projects (for other City Departments/Partners)	60.00	0%
Special Event/Park Rental Support	1164.00	4%
Meetings/Training/Misc.	240.00	1%
End of Day Unload	600.00	2%
	26322.00	**100%**
TOTAL ANNUAL "UNPRODUCTIVE TIME"	**11100.00**	**42%**

  - 39% of all labor efforts for general parks and grounds maintenance is attributed to scheduled maintenance. This equates to only 3.12 hours of every 8-hour day per person.
  - 42% of all labor efforts for general parks and grounds maintenance is expended on traveling from location to location as well as "loading and unloading" of equipment at the beginning and end of each work day. This equates to 3.36 hours of every 8-hour day per person. The majority of this unproductive time is due to the large amount of windshield time (travel time between parks).
  - Overall, approximately 4.64 hours (or 58%) of every 8-hour work day per person is spent performing actual work in the field. This falls well below the best practice guideline of 5.6 hours.
  - Achieving the best practice guideline would equate to an additional 2216 hours of actual work performed annually. This is the equivalent of 1.06 FTEs (or approximately $50,000 in total employee compensation) of work being performed in the field.
- **Maintenance Yard Locations:** The major contributor to the high amount of windshield time is the lack of satellite maintenance yards in the Heights and West End area of Billings.

- **Annual Park Operation and Maintenance Funding:** Based on analysis conducted by PROS Consulting, unit costs are not in alignment with best practice cost per acre. The below chart illustrates the following:
    - Acreage by park type maintained by the Billings Parks Division
    - Annual funding allocated by each funding source for park maintenance
    - Annual funding allocated across each park typology for park maintenance
    - Total annual funding expended on maintenance for each park typology
    - Billings cost per acre expended on maintenance by park typology
    - Best practice cost per acre expended on maintenance by park typology
    - Additional annual funding needed to meet best practice cost per acre by park typology

PARK TYPE	Billings Inventory	City Wide Park District #1 Funding	Park Maintenance District Funding	General Fund Funding	TOTAL	Actual Billings Cost per acre	Best Practice Cost Per Acre	Additional Funding Needed to Meet Best Practice
Total Funding		$ 771,063	$ 1,047,057	$ 3,444,293	$ 5,262,413			
Pocket Parks	23.25			1%	$ 34,443	$ 1,482	$ 4,000	$ 58,537
Neighborhood/School Parks	182.91	5%	73%	18%	$ 1,422,878	$ 7,779	$ 8,000	$ 40,395
Community Parks	311.89	86%	7%	25%	$ 1,597,481	$ 5,122	$ 10,000	$ 1,521,419
Greenways	115.53	3%	20%	6%	$ 439,201	$ 3,802	$ 4,000	$ 22,909
Special Use Parks	100.00	1%		9%	$ 317,697	$ 3,177	$ 3,000	$ (17,697)
Sports Complex Parks	139.46	2%		14%	$ 497,622	$ 3,568	$ 10,000	$ 896,978
Leased Land	220.85	1%		8%	$ 283,254	$ 1,283	$ 1,500	$ 48,021
Cemeteries	66.41			11%	$ 378,872	$ 5,705	$ 6,000	$ 19,588
Natural Resource/Conservation Parks	1,023.12	2%		7%	$ 256,522	$ 251	$ 450	$ 203,884
Open Space/Undeveloped Parks	95.42			1%	$ 34,443	$ 361	$ 400	$ 3,725
Total	**2,255.59**	**100%**	**100%**	**100%**	**$5,262,413**			**$2,797,759**

As noted in the chart above, the parks division is currently underfunded annually by $2,797,759.

- **Staffing:** The Parks Division is comprised of 12.25 Full-time employees and 50 seasonal employees which equals 38 FTEs. Best practice ratio of staff per park acres maintained at a best practice Level 2 maintenance standard for pocket, neighborhood, greenways, and community parks is 1:20 acres. With the responsibility of actively managing 873 acres (does not include leased land, cemeteries, natural resource/conservation parks, open space/undeveloped parks, or right of way and median landscaping), the division DOES NOT have the staffing capacity to manage the developed parks system consistently at a Level 2 maintenance standard as the current ratio of FTEs to park acres is 1:23 acres. Staffing levels are deficient by at least 5.5 FTE's in order to meet the staffing requirements for Best Practice Staff Levels. This does not consider maintenance in Undeveloped Park Land or Natural Lands, which require a lower level of maintenance, but still require staff time.
- This equates to approximately an additional $275,000 annually for parks maintenance personnel (or 10% of the overall additional $2,797,759 annual funding for parks maintenance).

Additionally, the number of direct reports managed by one supervisor (12.25 Full Time and 50 Seasonal Staff) is much greater than best practice.

- **Trails Maintenance:** Maintenance on the trails system is a combined effort between the Parks Division and the Public Works Department and inefficiencies exist due to duplication of efforts or lack of defined roles and responsibilities.

5.1.2 PARKS MAINTENANCE KEY RECOMMENDATIONS

- **Trail Maintenance:** Clear lines of role and responsibility should be established between Parks and Public Works to ensure the effective and efficient utilization of taxpayer dollars.
- **Implement a Work Order Management System**: A work order system should be used to track lifecycle maintenance requirements that are tied to weekly and monthly work orders. This will help the staff to stay ahead of preventative maintenance and limit breakdowns. Further, utilizing the system will provide staff the necessary "actual cost" data for work being performed.
- **Systematic Approach to Contracting Services:** Through the development of management processes, the Parks Division must begin to track unit activity costs through the implementation of a work order management system and in turn, would internally analyze the unit cost to perform work internally against the unit cost to perform work by a third-party vendor.
- **Maintenance Yard Locations:** It is recommended that basic satellite maintenance yards be constructed (one in the Heights and one in the West End) to more efficiently and effectively perform park maintenance functions by reducing windshield time.
    - The cost of constructing each maintenance yard is approximately $500,000 ($1,000,000 total cost)
    - The life expectancy of each maintenance yard is approximately 50 years.
    - Efficiencies gained by constructing the two maintenance yards = $50,000 annually.
    - Return on Investment in years = 20
- **Annual Park Operation and Maintenance Funding:** It is recommended that the parks division be allocated an additional $3,946,689 for parks maintenance functions within the next three years to meet best practice cost per acre standards.
- **Parks Division Staffing:** PROS Consulting recommends the addition of 5.5 maintenance worker FTEs within the next three years. There is a need for at least one more Supervisor to adequately manage a staff of this size.
- **Create Work Plans Based on Maintenance Standards:** Maintenance standards are based on a Level (1), (2) and (3) modes (tasks and frequencies of each task) and follow best practices as established by the National Recreation and Park Association. The division can customize the standards based on the park and recreation values of the Billings community and need to be adopted and implemented by staff and followed regardless of whether work is performed by City staff or third-party contractors.

GENERAL PARKS MAINTENANCE

Both the frequency and timeframe vary for each level.

	Level 1	Level 2	Level 3
Task	**Frequency**	**Frequency**	**Frequency**
Turf			
Mow/Trim/Blow Clippings	1x/5 days	1x/7 to 10 days	1 or 2x/year
Aerate	2x/year	1x/year	As needed
Overseed	1x/year	As needed	Not performed
Fertilize	2 to 4x/year	1x/year	Not performed
Apply weed control	1x/year and as needed	As needed	As needed
Trim Shrubs	1x/month and as needed	1x/year	As needed
Pick up trash prior to mowing	1x/5 days	1x/10 days	1x/10 days
Control pests	As needed	As needed	As needed
Manage leaves	2x/year and as needed	2x/year and as needed	1x/year
Line Trim	1x/week	1x/week	Monthly
Edge	1x/month	1x/year	As needed
Pavilion/Shelters			
Clean and sweep	1x/week	As needed	As needed
Remove and/or replace Garbage Bags and Trash cans	Daily	As needed	As needed
Paint Pavilion	1x/year	1x/2 years	As needed
Power wash	1x/week	2x/year	As needed
Inspect Electrical System Limited to Power Supply	1x/year	1x/year	1x/year
Inspect Picnic Tables	1x/week	1x/week or as needed	Monthly
Restrooms			
Clean and restock	2x/day (weekdays); 2x/day (weekends)	1x/day (weekdays); 2x/day (weekends)	Daily
Odor removal	7x/week	7x/week	Weekly
Repair vandalism	As needed	As needed	As needed
Remove and/or replace Garbage Bags and Trash cans	7x/week	7x/week	2x/week
Mechanical Inspection (plumbing)	1x/month	1x/month	1x/month
Schedule Lighting, Mechanical Systems	1x/week	1x/week	1x/year
Seasonal start-up and close-up	2x/year	2x/year	1x/year
Fence			
Inspect	1x/week	1x/year and following storms	1x/year and following storms
Repair	As needed	As needed	As needed
Replace	As needed	As needed	As needed
Repaint	As needed	As needed	As needed
Vegetation Control	1x/year and as needed	1x/year and as needed	1x/year and as needed
Mulching			
Apply Mulch	2x/year	1x/year	As needed
Weed Control	2x/year	1x/year	As needed

PLAYGROUNDS MAINTENANCE STANDARDS

PLAYGROUNDS

The difference in levels is the frequency of the task. Timeframes are the same for every level.

	Level 1	Level 2	Level 3
Task	**Frequency**	**Frequency**	**Frequency**
Inspect and document	Weekly	Monthly (7x/year)	Bi-Monthly(4x/year)
Major Annual Inspection	Annually	Annually	Annually
Repair	As needed	Monthly	As needed
Clean and pickup trash	Daily	Weekly	Weekly
Remove graffiti	As needed	As needed	As needed
Inspect water fountains, where applicable	Weekly	Monthly	As needed
Rake fiber mulch	Weekly	Monthly	Monthly
Seal rubberized, poured in place	Annually	Annually	Every 2 years
Supplementing Fiber Mulch	Annually	Every two years	As needed
Replace	Every 15 years	Every 15 years	As needed
Inspect for Pests/Bees/etc	Weekly	Monthly	As needed

FLORAL MAINTENANCE STANDARDS

FLORAL

Both the frequency and timeframe vary for each level.

	Level 1	Level 2	Level 3
Task	**Frequency**	**Frequency**	**Frequency**
Plant landscape flowers (perennial)	2x/year	1x/year	1x/year
Flowerbed preparation	1-2x/year	1x/year	1x/year
Mulch	1x/year and as needed	1x/year	1x/year
Aeration, Fertilizer, Weed Control	1x/2 weeks or as needed	1x/monthly	Annually
Create floral display	3x/year	1-2x/year	As needed/requested
Clean weeds from beds	1x/week or as needed	Monthly	2x/year
Prune and deadhead flowers	1x/week	Monthly	Bi-Monthly
Edge Beds	1x/year and as needed	Every 2 years	Every 2 years
Cut back ornamental grasses and plants	1x/year	1x/year	Annually
Water (hand watering)	As needed	As needed	As needed
Inspect and adjust irrigation heads	1x/week	Monthly	As needed
Replace/supplement Bulbs	1x/2 years	1x/3 years	1x/3 years

GROUNDS MAINTENANCE

Both the frequency and timeframe vary for each level.

Task	Level 1 Frequency	Level 2 Frequency	Level 3 Frequency
General Maintenance			
Mow/Trim/Blow Clippings	1x/5 days	1x/7 to 10 days	1 or 2x/year
Aerate	2x/year	1x/year	As needed
Overseed	1x/year	As needed	Not performed
Fertilize	2 to 4x/year	1x/year	Not performed
Apply weed control	1x/year and as needed	As needed	As needed
Trim Shrubs	1x/month and as needed	1x/year	As needed
Pick up trash prior to mowing	1x/5 days	1x/10 days	1x/10 days
Control pests	As needed	As needed	As needed
Manage leaves	2x/year and as needed	2x/year and as needed	1x/year
Line Trim	1x/week	1x/week	Monthly
Edge	1x/month	1x/year	As needed
Monuments			
Inspect	1x/week	4x/year and following storms	1x/year and following storms
Repair	As needed	As needed	As needed
Replace	As needed	As needed	As needed
Graffiti Removal	As needed	As needed	As needed
Vegetation/Weed Control	4x/year	2x/year	1x/year and as needed
Mulching			
Apply Mulch	2x/year	1x/year	As needed
Weed Control	2x/year	1x/year	As needed

NATURAL TURF ATHLETIC FIELDS MAINTENANCE STANDARDS

NATURAL TURF ATHLETIC FIELDS

Both the frequency and timeframe vary for each level.

Task	Level 1 Frequency	Level 2 Frequency	Level 3 Frequency
Athletic Fields - Baseball / Softball / Soccer / Multi-use			
Mow grass at 1.5-2" height per mowing	3x/week	2x/week	1x/week
Overseed	Twice/year	Once/year	Once/year
Fertilizer	3x/year	2x/year	1x/year
Line/Field Prep	As needed	As Needed	As Needed
Aerate	2x/year	1x/year	1x/year
Pick up trash and clean during events	Twice Daily	Daily	1x/week
Inspect bleachers /scoreboards / security lighting/fencing	Monthly	2x/year	2x/year
Water (1 inch / week)	Daily	As Needed	As Needed
Paint Backstops	Every 2 years	Every 3 years	Every 5 years
Set up recreational amenties	Daily	Daily	Daily

PATHWAYS/TRAILS MAINTENANCE STANDARDS

PATHWAYS/TRAILS

The difference in levels is the frequency of the task. Timeframes are the same for every level.

Task	Level 1 Frequency	Level 2 Frequency	Level 3 Frequency
Clean and sweep	Once/week	Once/month	As needed
Minor Surface Repair	Within 1 week of deficiency noted	Within 1 month fo deficiency noted	Annually
Minor Edge Repair	Within 1 week of deficiency noted	Within 1 month of deficiency noted	Annually
Major Inspection	Monthly	Twice/year	Annually
Clean and sweep	Weekly	Monthly	As needed
Striped/Marked	Yearly	Every two years	As needed
Mowed on both sides	Twice Monthly	Monthly	Twice/year
Check/Repair signs	Monthly	Twice/year	Annually
Overlays	As needed	As needed	As needed
Crack sealing	Annually	Every two years	As needed
Trim/Prune Tree Overhang	Twice/year	Annually	As needed
Spray weed control	Monthly	Twice/year	Annually

NATURAL AREAS/OPEN SPACE

The difference in levels is the frequency of the task. Timeframes are the same for every level.

	Level 1	Level 2	Level 3
Task	**Frequency**	**Frequency**	**Frequency**
Tracking Invasives	Annually	Every 2 years	As needed
Inventory/Map Natural Community	Annually	Every 2 years	As needed
Inventory/ Map Native Plants	Annually	Every 2 years	As needed
Wildlife Inventory	Annually	Every 2 years	As needed
Species Introduction/ Translocation	Annually	Every 2 years	As needed
GPS/ GIS	Bi-annually	Every 2 years	As needed
Ground-truth	As needed	Every 2 years	As needed
Photomonitoring	4x/year	2x/year	Every 2 years
Treatment Monitoring	project-specific	project-specific	project-specific
Cutback/Herbicide	2x/year	2x/year	Annually
Plant/ Seed	Annually	Annually	As needed
Collect Seed	Annually	Every 2 years	As needed
Create Burn Break	Annually	As needed	As needed
Brushhogging	Annually	Annually	Annually
Tree Removal	Annually	As needed	As needed
Prescribe Burn	3-yr rotation or as needed	As needed	As needed
Install/ Repair Nestbox	Annually	Every 2 years	As needed
Install/Remove/Replace Signage	Annually	As needed	As needed
Perimeter Walk	2x/year	Annually	Annually
Perimeter Clearing	Monthly	Annually	Annually
Remove Trash	Monthly	Bi-Monthly	3x per year
Close Trail	As needed	As needed	As needed
Weedeat trail shoulders	Monthly	3x per year	2x/year
Suspend Mowing	As needed	As needed	As needed
Mitigate Dam	As needed	As needed	As needed
Mulch/ Compost	As needed	As needed	As needed
Transport/ Deliver Materials	As needed	As needed	As needed
Inventory/ Repair Field Equipment	2x/year	1x/year	As needed
Stock First-Aid Supplies	2x/year	2x/year	Annually
Chip	As needed	As needed	As needed
Clean Casting Pond	As needed	As needed	As needed
Install Erosion Control	As needed	As needed	As needed
Install/ Remove Fencing	As needed	As needed	As needed

5.1.3 PARK MAINTENANCE OTHER RECOMMENDATIONS

- **Cost Avoidance:** Maintenance operations are typically spent in divisions that do not have direct revenue sources that can offset expenditures. There are opportunities, however, to reduce expenditures through the following strategies.
    - **Adopt-a-Trail Programs:** These are typically small-grant programs that fund new construction, repair or renovation, maps, trail brochures, and facilities (bike racks, picnic areas, birding equipment, etc.), as well as providing maintenance support. These programs are similar to the popular "adopt-a-mile" highway programs most states utilize. Adopt-a-trail programs can also take the form of cash contributions in the range of $12,000 to $16,000 per mile to cover operational costs.
    - **Adopt-a-Park Programs:** These are small-grant programs that fund new construction and provide maintenance support. Adopt-A-Park programs can also take the form of cash contributions in the range of $1,000 to $5,000 per acre to cover operational costs.
    - **Operational Partnerships:** Partnerships are operational funding sources formed from two separate agencies, such as two government entities, a non-profit and a public agency, or a private business and a public agency. Two partners jointly share risk, operational costs, responsibilities, and asset management based on the strengths of each partner.

5.2 URBAN FORESTRY

The City of Billings Urban Forestry Department is dedicated to providing residents, businesses and community visitors a healthy, safe and pleasant environment focusing primarily on the contributions trees to enhancing community appearance, improving quality of life and increasing community prosperity.

Billings' urban forests provide economic, health and environmental benefits. Trees 1) produce oxygen and filter airborne particulates - improving Billing's air quality, 2) improve water quality and reduce storm water runoff – reducing pollutants and mitigation costs, 3) provide shade, contribute to summer cooling, and moderate the effects of wind – saving energy costs and 4) make our city more livable and 4) impart a distinctive character and beauty, enrich the aesthetic experience of the community, soften and screen urban development, provide habitat for wildlife, and add to our history, civic pride and public life.

5.2.1 KEY FINDINGS

- **Lines of Service** - The core lines of service (functions) performed by the Urban Forestry Division are numerous and are as follows:

Urban Forestry Lines of Service
Citizen Inquires
Department Special Event Support
Equipment Maintenance
Integrated Pest Management
Irrigation Systems
Snow Removal
Storm Clean-up
Traffic Safety Management
Trail Clearing
Tree Inspections and Protection
Tree Planting
Tree Pruning and Maintenance
Tree Removal

- **Best Practice Maintenance Standards:** Billings is one of the only cities in the northern Rockies that provide routine maintenance to every tree in its system on a recurring schedule. The Urban Forestry Division also has programs to memorialize loved ones by means of a tree (Memorial Tree Program), provides cost-share assistance for planting trees in boulevards, supports wildlife through a snag management program and generates funding for planting new trees by means of a "Trash for Trees" program that also provides citizens an opportunity to recycle newspaper and aluminum. The Urban Forestry Division adheres to the best practice maintenance standards shown to the right:

URBAN FORESTRY

	Level 1	Level 2	Level 3
Task	Frequency	Frequency	Frequency
Prune small trees	Every two years	As needed	As needed
Prune large trees	Every seven years	As needed	As needed
Plant trees	Annually	As needed	As needed
Order trees	Annually		
Store Trees in Gravel Bed	Annually		
Weed Abatement	Annually	As directed	
Monitor Tree Health	Continuously	Annually	As needed
Collect Inventory data	Continuous/Ongoing	As needed	As needed
Tree removal	As needed		
Stump removal	Annually	As needed	
Sign Wildlife Trees	Continuous/Ongoing		
Cite Hazard Trees for removal	Continuous/Ongoing	As needed	
Respond to phone calls, inquiries from public	Continuous/Ongoing	As needed	
Water trees	Annually	As needed	
Weed control	Annually	As needed	
Process and Plant Memorial Trees	Annually	As needed	
Process Cost-Share Tree Applications	Annually	As needed	
Maintain Website	Continuous/Ongoing	As needed	
Maintain Facebook page	Continuous/Ongoing	As needed	
Track Budgets	Continuous/Ongoing	Annually	As needed
Plan and Implement Ed Programs	Annually	As needed	
Plan and Implement Arbor Day	Annually	As needed	

5.2.2 KEY RECOMMENDATIONS

- **Growth and Cost of Service:** The Urban Forestry Division is a best practice maintenance operation. The Consulting Team recommends the division measure its cost of service to ensure

the appropriate levels of funding to continue operating at best practice levels as the community, and in turn, the urban forest grows.

5.3 CEMETERY MAINTENANCE – MOUNTVIEW CEMETERY

The City of Billings Mountview Cemetery is a historical cemetery receiving its first burial in 1882, a year before it was plated as a cemetery. It is the largest and oldest continually operated cemetery in the region. It was, at one point, the only operating cemetery for the general public in Billings, but now is just one of ten cemeteries in Billings. The staff at Mountview's mission has been, and continues to be, to strive to provide a meaningful, economical service to the citizens of Billings.

5.3.1 KEY FINDINGS

- **Lines of Service** - The core lines of service (functions) performed by the Cemetery Division are numerous and are as follows:

Cemetery Lines of Service
Cemetery Facilities Maintenance
Restroom Custodial Services
Equipment Maintenance/Repair
Sidewalks/Trails/Road Maintenance
Grave Service Management
Funeral Service
Customer Service
Permanent Records Management
Irrigation System Maintenance/Management
Turf/Grounds Maintenance
Cemetery Forestry
Special Event Facilitation

- **Best Practice Maintenance Standards:** Billings is one of the few municipalities in the Montana that provides best practice maintenance standards to the care of its cemetery. The Cemetery Division adheres to the best practice maintenance standards shown to the right:

5.3.1 KEY RECOMMENDATIONS

- **Growth and Cost of Service:** The Cemetery Division is a best practice maintenance operation. The Consulting Team recommends the division measure its cost of service to ensure the appropriate levels of funding to continue operating at best practice levels.

- **Improvements:** Through discussions with the Cemetery Division staff, the consulting team recommends that the City consider the following improvements at Mountview to ensure a beautiful setting in which to serve the grieving public:

    - Develop unused areas
    - Pave all roads and trails
    - Identify exercise and historical trails



CEMETERY MAINTENANCE

Task	Frequency
General Park - Turf	
Mow/Trim/Blow Clippings	1x/week
Aerate	not yet
Overseed	As needed
Fertilize	1x/yr
Apply weed control	3x/year and as needed
Prune trees	1x/year and as needed
Trim Shrubs	1x/month and as needed
Pick up trash prior to mowing	1x/day & as needed
Monitor Irrigation	5x/week
Weed Control	4x/year & as needed
Manage leaves	2x/year and as needed
Line Trim	1x/week
Edge	As needed
Restrooms	
Clean and restock	1x/week & as needed
Odor removal	As needed
Repair vandalism	As needed
Remove and/or replace Garbage Bags and Trash cans	1x/week
Check Heating / Cooling	1x/week
Monthly Mechanical Inspection	1x/month
Schedule Lighting, Mechanical Systems	As needed
Pump septic tanks	1x/year or as needed
Cemetery Buildings	
Inventory and removed unused materials	Monthly
Clean	Weekly
Check electricity	Monthly
Paint	As Needed
Spray for bugs	As Needed
Trees	
Prune small trees	Every two years
Prune large trees	Every seven years
Plant trees	Annually
Order trees	As needed
Monitor Tree Health	Continuously
Mulch trees	Annually
Collect Inventory data	As needed
Tree removal	As needed
Stump removal	As needed
Cite Hazard Trees for removal	As needed
Water trees	1x/week
Weed control	3x/year
Maintain Website	Continuous/Ongoing
General Inquiries	Continuous/Ongoing
Track Budgets	Continuous/Ongoing
Plan and Implement Ed Programs	Annually
Record Maintenance	
Update existing records	8x/day
Requested Inquiries	4x/day
Entering new records	2x/week
General Inquiries	Constantly
Special Event Facilitation	
Memorial Weekend	Annually
Memorial Day Service	Annually
Historic Tours	9x/year
Historic Talks	1x/5years
Grave Service	
Opening/Closing & Setup	2x/week
Disinterment	2x/year
Roads & Trails	
Clean	As needed
Inspect	5x/week
Repair	As needed
Grade	As needed
Inspect Signs	5x/week
Major Inspection	1x/year
Mill and Cap Asphalt	As needed
Fill cracks	As needed
Seal	1x/15 years
Sweep	1x/year
Plow	As needed

Chapter Six - FACILITY ASSESSMENTS AND SERVICE LEVELS ANALYSIS

6.1 PARK CLASSIFICATION AND PARK DESIGN PRINCIPLES

In developing design principles for parks, it is important that each park be programmed, planned, and designed to meet the needs of its service area and classification within the overall parks and recreation system. The term programming, when used in the context of planning and developing parkland, refers to a list of uses and facilities and does not always include staff-managed recreation programs. The program for a site can include such elements as ball fields, spray parks, shelters, restrooms, game courts, trails, natural resource stewardship, open meadows, nature preserves, or interpretive areas. These types of amenities are categorized as lead or support amenities. The needs of the population of the park it is intended to serve should be considered and accommodated at each type of park.

Park Design Principles in this document should apply to existing and future parks needing Master Plans.

Every park, regardless of type, needs to have an established set of outcomes. Park planners /designers design to those outcomes, including operational and maintenance costs associated with the design outcomes.

Each park classification category serves a specific purpose, and the features and facilities in the park must be designed for the number of age segments the park is intended to serve, the desired length of stay deemed appropriate, and the uses it has been assigned. Recreation needs and services require different design standards based on the age segments that make up the community that will be using the park. A varying number of age segments will be accommodated with the park program depending on the classification of the park. The age segments are:

- Ages 2-5
- Ages 6-8
- Ages 9-12
- Ages 13-17
- Ages 18-24
- Ages 25-34
- Ages 35-44
- Ages 45-54
- Ages 55-64
- Ages 65-75
- Ages 76+

6.1.1 DEFINITIONS USED IN THE PARK DESIGN PRINCIPLES

Land Usage: The percentage of space identified for either passive use or active use in a park. A Parks and Recreation Master Plan should follow land usage recommendations.

Programming: Can include active or passive programming. Active means it is organized and planned with pre-registration by the user. Examples of active programming include sports leagues, day camps, and aquatics. Passive programming is self-directed by the user at their own pace. Examples of passive programming include playground usage, picnicking, Disc golf, reading, or walking the dog.

Park/Facility Classifications: Includes Pocket Park, Neighborhood Park, Community Park, Regional Park, Sports Complex Facility, Special Use Park/Facility, Greenbelts/Trails, and Open Space/Natural Area.

Revenue Facilities: These include facilities that charge to play on them in the form of an access fee, player fee, team fee, or permit fee. These could include pools, golf courses, tennis courts, recreation centers, sport field complexes, concession facilities, hospitality centers, re-servable shelters, outdoor or indoor theatre space, and special event spaces.

Signature Facility/Amenity: This is an enhanced facility or amenity which is viewed by community as deserving of special recognition due to its design, location, function, natural resources, etc.

Design Principles for each park classification are as follows.

6.1.2 POCKET PARKS

According to the NRPA, a pocket park is a small outdoor space, usually less than 0.25 acres up to 1 acre, most often located in an urban area surrounded by commercial buildings or houses. Pocket parks are small, urban open spaces that serve a variety of functions, such as: small event space, play areas for children, spaces for relaxing and socializing, taking lunch breaks, etc. Successful pocket parks have four key qualities: they are accessible; allow people to engage in activities; are comfortable spaces that are inviting; and are sociable places. In general, pocket parks offer minimal amenities on site and are not designed to support programmed activities. The service area for pocket parks is usually less than a quarter-mile and they are intended for users within close walking distance of the park.

6.1.3 NEIGHBORHOOD PARK

A neighborhood park should be three to 10 acres; however, some Neighborhood Parks are determined by use and facilities offered and not by size alone. The service radius for a neighborhood park is one half mile or six blocks. Neighborhood Parks should have safe pedestrian access for surrounding residents; parking may or may not be included but if included accounts for less than ten cars and provides for ADA access. Neighborhood Parks serve the recreational and social focus of the adjoining neighborhoods and contribute to a distinct neighborhood identity.

- Service radius: 0.5-mile radius
- Site Selection: On a local or collector street. If near an arterial street, provide natural or artificial barrier. Where possible, next to a school. Encourage location to link subdivisions and linked by trails to other parks
- Length of stay: One-hour experience or less
- Amenities: One signature amenity (e.g. playground, spray ground park, sport court, gazebo); no restrooms unless necessary for signature amenity; may include one non-programmed sports field; playgrounds for ages 2-5 and 5-12 with some shaded elements; no re-servable shelters; loop trails; one type of sport court; no non-producing/unused amenities; benches, small picnic shelters next to play areas. Amenities are ADA compliant
- Landscape Design: Appropriate design to enhance the park theme/use/experience
- Revenue facilities: none
- Land usage: 85 percent active/15 percent passive
- Programming: Typically, none, but a signature amenity may be included which is programmed

- Maintenance Standards: Provide the highest-level maintenance with available funding. Seek a goal of Level 2 maintenance standards. Some amenities may require Level 1 maintenance
- Signage: Directional signage and facility/amenity regulations to enhance user experience
- Parking: Design should include widened on-street parking area adjacent to park. Goal is to maximize usable park space. As necessary, provide 5-10 spaces within park including handicap spaces. Traffic calming devices encouraged next to park
- Lighting: Security only. Lighting on all night for security
- Naming: Consistent with the City's ordinances for naming of parks, or may be named after a prominent or historic person, event, or natural landmark
- Other: Customized to demographics of neighborhood; safety design meets established Crime prevention through environmental design (CPTED) standards; integrated color scheme throughout.
- Size of park: Typically, Three to 10 acres

6.1.4 COMMUNITY PARK

Community Parks are intended to be accessible to multiple neighborhoods and should focus on meeting community-based recreational needs, as well as preserving unique landscapes and open spaces. Community Parks are generally larger in scale than neighborhood parks, but smaller than regional parks and are designed typically for residents who live within a three-mile radius. When possible, the park may be developed adjacent to a school. Community Parks provide recreational opportunities for the entire family and often contain facilities for specific recreational purposes: athletic fields, swimming pool, tennis courts, extreme sports amenity, recreation center, loop trails, picnic areas, re-servable picnic shelters, sports courts, permanent restrooms with drinking fountains, large turfed and landscaped areas and a playground or spray ground. Passive outdoor recreation activities such as meditation, quiet reflection, and wildlife watching also take place at Community Parks.

Community Parks generally range from 10+ to 100 acres depending on the community. Community Parks serve a larger area – radius of one to three miles and contain more recreation amenities than a Neighborhood Park.

- Service radius: One to three-mile radius
- Site Selection: On two collector streets minimum and preferably one arterial street. If near an arterial street, provide natural or artificial barrier. Minimal number of residences abutting site. Preference is streets on four sides, or three sides with school or municipal use on fourth side. Encourage trail linkage to other parks
- Length of stay: Two to three hours experience
- Amenities: Four signature amenities at a minimum: (e.g., trails, sports fields, large shelters/ pavilions, community playground for ages 2-5 and 5-12 with some shaded elements, recreation center, pool or family aquatic center, sports courts, water feature); public restrooms with drinking fountains, ample parking, and security lighting. Amenities are ADA compliant. Sport Fields and Sport Complexes are typical at this park.

- Revenue facilities: One or more (e.g. pool, sports complex, pavilion)
- Land usage: 65 percent active and 35 percent passive
- Programming: Minimum of four essential program services (e.g. sports, day camps, aquatics)
- Maintenance Standards: Provide the highest-level maintenance with available funding. Seek a goal of Level 2 maintenance standards. Some amenities may require Level 1 maintenance
- Parking: Sufficient to support the amenities; occupies no more than 10 percent of the park. Design should include widened on-street parking area adjacent to park. Goal is to maximize usable park space. Traffic calming devices encouraged within and next to the park
- Lighting: Amenity lighting includes sport field light standards. Security lighting on dual system with 50 percent of lights off at a set time and 50 percent on all night for security
- Signage: Directional signage and facility/amenity regulations to enhance user experience. May include kiosks in easily identified areas of the facility
- Landscape Design: Appropriate design to enhance the park theme/use/experience. Enhanced landscaping at park entrances and throughout park
- Naming: Consistent with the City's naming right ordinance, may be named after a prominent or historic person, event, or natural landmark
- Other: Strong appeal to surrounding neighborhoods; integrated color scheme throughout the park; partnerships developed with support groups, schools and other organizations; loop trail connectivity; linked to Regional Park, trail or recreation facility; safety design meets established CPTED standards.
- Size of park: Typically, 10 to 100 acres

6.1.5 REGIONAL PARK

A regional park serves a large area of several communities, residents within a City, city or county, or across multiple counties. Depending on activities within a regional park, users may travel as many as 60 miles for a visit. Regional parks include recreational opportunities such as soccer, softball, golf, boating, camping, conservation-wildlife viewing and fishing. Although regional parks usually have a combination of passive areas and active facilities, they are likely to be predominantly natural resource-based parks.

A common size for a regional park is 100 to 1,000 acres but some parks can be 2,000 to 5,000 acres in size. A regional park focuses on activities and natural features not included in most types of parks and often based on a specific scenic or recreational opportunity. Facilities could include those found in a Community Park and have specialized amenities such as an art center, amphitheater, boating facility, golf course, or natural area with interpretive trails. Regional parks can and should promote tourism and economic development. Regional parks can enhance the economic vitality and identity of the entire region.

- Service radius: Three mile or greater radius
- Site Selection: Prefer location which can preserve natural resources on-site such as wetlands, streams, and other geographic features or sites with significant cultural or historic features.

Significantly large parcel of land. Access from public roads capable of handling anticipated traffic.

- Length of stay: All or multiple day experience
- Amenities: 10 to 12 amenities to create a signature facility (e.g. golf course, tennis complex, sports complex, lake, regional playground, 3+ re-servable picnic shelters, camping, outdoor recreation/extreme sports, recreation center, pool, gardens, trails, zoo, specialty facilities); public restrooms with drinking fountains, concessions, restaurant, ample parking, special event site. Sport Fields and Sport Complexes are typical at this park.
- Revenue facilities: More than two; park designed to produce revenue to offset operational costs
- Land usage: Up to 50 percent active/50 percent passive
- Programming: More than four recreation experiences per age segment with at least four core programs provided
- Maintenance Standards: Provide the highest-level maintenance with available funding. Seek a goal of Level 2 maintenance standards. Some amenities may require Level 1 maintenance
- Parking: Sufficient for all amenities. Traffic calming devices encouraged within and next to park
- Lighting: Amenity lighting includes sport field light standards. Security lighting on dual system with 50 percent of lights off at a set time and 50 percent on all night for security
- Signage: Directional signage and facility/amenity regulations to enhance user experience, May include kiosks in easily identified areas of the facility
- Landscape Design: Appropriate design to enhance the park theme/use/experience. Enhanced landscaping at park entrances and throughout park
- Naming: Consistent with the City's naming ordinance, may be named after a prominent or historic person, event, or natural landmark
- Other: Safety design may meet CPTED safety standards; integrated color scheme throughout the park; linked to major trails systems, public transportation available, concessions, and food and retail sales available, dedicated site managers on duty. Telephone/Cable TV conduit.
- Size of park: Typically, 100 to 1,000 acres

6.1.6 SPORTS COMPLEX

Sports complexes at Community Parks, Regional Parks, and stand-alone Sports Complexes are developed to provide 4 to 16 fields or courts in one setting. A sports complex may also support extreme sports facilities, such as BMX and skateboarding. Sports Complexes can be single focused or multi-focused and can include indoor or outdoor facilities to serve the needs of both youth and adults. Outdoor fields should be lighted to maximize value and productivity of the complex. Agencies developing sports complexes focus on meeting the needs of residents while also attracting sport tournaments for economic purposes to the community.

Sport field design includes appropriate field distances for each sport's governing body and support amenities designed to produce revenue to offset operational costs.

Signature sports complexes include enhanced amenities such as artificial turf, multipurpose field benches and bleachers, scoreboards, amplified sound, scorer's booths, etc. Enhanced amenities would be identified through discussion between City and Schools and or sports associations and dependent upon adequate funding.

- Service radius: Determined by community demand
- Site Selection: Stand-alone sports complexes are strategically located on or near arterial streets. Refer to community or regional Park sections if sport complex located within a park. Preference is streets on four sides, or three sides with school or municipal use on fourth side.
- Length of stay: Two to three hours experience for single activities. Can be all day for tournaments or special events
- Amenities: Four to sixteen fields or sports courts in one setting; public restrooms, ample parking, turf types appropriate for the facility and anticipated usage, and field lighting. Amenities are ADA compliant.
- Revenue facilities: Four or more (e.g. fields, concession stand, picnic pavilion)
- Land usage: 95 percent active and 5 percent passive
- Programming: Focus on active programming of all amenities
- Maintenance Standards: Provide the highest-level maintenance with available funding. Plan for Level 1 and sometimes 2 level of maintenance standards at signature facility
- Parking: Sufficient to support the amenities. Traffic calming devices encouraged within and next to park
- Lighting: Amenity lighting includes sport field light standards. Security lighting on dual system with 50 percent of lights off at a set time and 50 percent on all night for security
- Signage: Directional signage and facility/amenity regulations to enhance user experience. May include kiosks in easily identified areas of the facility
- Landscape Design: Appropriate design to enhance the park theme/use/experience. Enhanced landscaping at entrances and throughout complex
- Naming: Consistent with the City's naming ordinance, may be named after a prominent or historic person, event, or natural landmark
- Other: Integrated color scheme throughout the park; safety design meets established Crime prevention through environmental design (CPTED) standards.
- Size of park: Preferably 40 or more acres for stand-alone complexes

6.1.7 SPECIAL USE PARK/FACILITY

Special Use facilities are those spaces that don't fall within a typical park classification. A major difference between a Special Use facility and other parks is that they usually serve a single purpose whereas other park classifications are designed to offer multiple recreation opportunities. It is possible for a Special Use facility to be located inside another park. Special Use facilities generally fall into four categories:

- **Cemeteries -** burial-ground that is generally viewed as a large public park or ground laid out expressly for the interment of the dead, and not being the 'yard' of any church. Cemeteries are normally distinct from churchyards, which are typically consecrated according to one denomination and are attached directly to a single place of worship.
- **Historic/Cultural/Social Sites** – unique local resources offering historical, educational, and cultural opportunities. Examples include historic downtown areas, commercial zones, plaza parks, performing arts parks, arboretums, display gardens, performing arts facilities, indoor theaters, churches, and amphitheaters. Frequently these are located in Community or Regional Parks
- **Golf Courses** – Nine and 18-hole complexes with ancillary facilities such as club houses, driving ranges, program space and learning centers. These facilities are highly maintained and support a wide age level of males and females. Programs are targeted for daily use play, tournaments, leagues, clinics and special events. Operational costs come from daily play, season pass holders, concession stands, driving range fees, earned income opportunities and sale of pro shop items
- **Indoor Recreation Facilities** – specialized or single purpose facilities. Examples include community centers, senior centers and community theaters. Frequently these are located in Community or Regional Parks
- **Outdoor Recreation facilities** – Examples include aquatic parks, disk golf, skateboard, BMX, and dog parks, which may be located in a park
    - Size of park: Depends upon facilities and activities included. Their diverse character makes it impossible to apply acreage standards
    - Service radius: Depends upon facilities and activities included. Typically serves special user groups while a few serve the entire population
    - Site Selection: Given the variety of potential uses, no specific standards are defined for site selection. As with all park types, the site itself should be located where it is appropriate for its use.
    - Length of stay: varies by facility
    - Amenities: varies by facility
    - Revenue facilities: Due to nature of certain facilities, revenue may be required for construction and/or annual maintenance. This should be determined at a policy level before the facility is planned and constructed
    - Land usage: varies by facility
    - Programming: varies by facility
    - Maintenance Standards: Provide the highest-level maintenance with available funding. Seek a goal of Level 2 maintenance standards. Some amenities (i.e., rose gardens) will require Level 1 maintenance
    - Parking: On-street or off-street parking is provided as appropriate. Design should include widened on-street parking area adjacent to park. Goal is to maximize usable park space.

As necessary, provide a minimum of five to 10 spaces within park including handicap spaces. Traffic calming devices encouraged next to park

- Lighting: Security or amenity only. Lighting on dual system with 50 percent of lights off at a set time and 50 percent on all night for security
- Signage: Directional signage and facility/amenity regulations to enhance user experience
- Landscape Design: Appropriate design to enhance the park theme/use/experience
- Naming: Follows City ordinance for naming or may be named after a prominent or historic person, event, or natural landmark
- Other: Integrated color scheme throughout the park; safety design meets established Crime prevention through environmental design (CPTED) standards. Cable TV conduit as appropriate.

6.1.8 GREENBELTS/TRAILS

Greenbelts/Trails are recognized for their ability to connect people and place and often include either paved or natural trails. Trails can also be loop trails in parks. Linking neighborhoods, parks, recreation facilities, attractions, and natural areas with a multi-use trail fulfills two guiding principles simultaneously: protecting natural areas along river and open space areas and providing people with a way to access and enjoy them. Multi-use trails also offer a safe, alternative form of transportation; provide substantial health benefits, habitat enhancements for plants and wildlife, and unique opportunities for outdoor education and cultural interpretation.

- Site Selection: Located consistent with approved Trails Master Plan
- Amenities: Parking and restrooms at major trailheads. May include small parks along the trail
- Maintenance standards: Demand based maintenance with available funding
- Lighting: Security lighting at trailheads is preferred. Lighting on dual system with 50 percent of lights off at a set time and 50 percent on all night for security
- Signage: Mileage markers at ¼ mile intervals. Interpretive kiosks at all trailheads and where deemed necessary.
- Landscape Design: Coordinated planting scheme in urban areas. Limited or no planting in open space areas
- Other: Connectivity to parks or other City attractions and facilities is desirable
- Size: Typically, at least 30 ft. width of unencumbered land for a Greenbelt. May include a trail to support walk, bike, run, equestrian type activities. Typically, an urban trail is 8-10 feet wide to support pedestrian and bicycle uses. Trails incorporate signage to designate where a user is located and where the trails connect in the City.

6.1.9 OPEN SPACE/NATURAL AREA

Open Space/Natural Areas are undeveloped but may include natural or paved trails. Grasslands under power line corridors are one example; creek areas are another. Open Space contain natural resources

that can be managed for recreation and natural resource conservation values such as a desire to protect wildlife habitat, water quality and endangered species. Open Space also can provide opportunities for nature based, unstructured, low-impact recreational opportunities such as walking and nature viewing.

- Amenities: May include paved or natural trails, wildlife viewing areas, mountain biking, disc golf, interpretation and education facilities
- Maintenance standards: Demand-based maintenance with available funding. Biological management practices observed.
- Lighting: None
- Signage: Interpretive kiosks as deemed appropriate
- Landscape Design: Generally, none. Some areas may include landscaping, such as entryways or around buildings. In these situations, sustainable design is appropriate.

6.1.10 SPORT FIELD AMENITIES

Basic sport field amenities provided by the City are listed below.

BASEBALL FIELD AMENITIES

- Youth Field Size: Preferred: 225 ft. outfield fence with minimum 4 ft. high outfield fence. Alternate: 215-foot outfield fence with 6-foot-high outfield fence.
- Teen/Adult Field Size: Preferred: 300-foot outfield fence at each foul-line increasing to 400 feet in centerfield with minimum 8 ft. high outfield fence.
- Youth Field Baselines and infield: 60 ft. and 70 ft. skinned baseline w/ base sleeves w/ grass infield. Ball field mix extends from backstop down sidelines to fence opening at end of dugout. Home plate included. Bases specified by City and provided by user groups.
- Teen/Adult Field Baselines and infield: 105 ft. (first and third base) and 140 ft. (second base) skinned baseline with base sleeves w/ grass infield. Ball field mix extends from backstop down sidelines to fence opening at end of dugout. Home plate included. Bases at 90 feet.
- Permanent backstop. Preferred: 2 ft. high concrete block w/ safety padding and 18 ft. vertical fence (black vinyl coated chain link).
- Fencing: 8 ft. high fence (Preferred: black vinyl coated chain link) from backstop to end of skinned infield. Foul poles at outfield fence. 12 ft. wide dual-gate opening on one sideline fence for field maintenance equipment access.
- Concrete block bin: 6 ft. by 6 ft. for ball field mix located adjacent to 12 ft. fence opening.
- Dugout: 21 ft. by 7 ft. including 15 ft. long players bench with backrest. 8 ft. high fencing around dugout. Dugout opens onto field at home base side of dugout. 2 ft. safety wing fencing inside dugout to prevent foul ball entry. Slatted roof over dugout.
- Youth Field Pitching Mound: Raised pitching mound with two pitching rubbers (46 ft. and 50 ft. to home plate).
- Teen/Adult Field Pitching Mound: Raised pitching mound with one pitching rubbers (60 ft., 6-inches to home plate).

- Interior warm up/practice pitching mound along sideline fences backing up to outfield fence (46 ft. distance from pitching rubber to plate). Slats or padding in fence to maintain fence longevity.
- Three row bleachers (21 ft. long) on concrete pad both baselines.
- 12 ft. by 8 ft. concrete pad for storage box. Equipment storage unit funded by user group – approved and installed by City maintenance staff on same side as field mix bin.
- Conduit and pull boxes from power source to backstop, and from backstop to outfield field for future scoreboard. Scoreboard/controller provided by user group.
- Athletic Field lighting as specified by manufacturer.
- Concrete behind dugouts and in dugouts connected to park walkways on all fields.
- Quick disconnect for water behind pitcher's mound.

SOFTBALL FIELD AMENITIES – YOUTH SIZE

- Field size: Preferred: 225 ft. outfield fence with 10 ft. warning track with 4 ft. high outfield fence. Alternate: 215 ft. outfield fence with 8 ft. high outfield fence.
- Baselines and infield: 50 ft. and 60 ft. baseline w/ base sleeves on completely skinned infield. Home plate included. Bases specified by City and provided by user groups.
- Permanent backstop. 2 ft. high concrete block w/ safety padding and 18 ft. vertical fence (black vinyl coated chain link).
- Fencing: 8 ft. high fence (black vinyl coated chain link) from backstop to end of skinned infield. On 225 ft. field, 4 ft. high sideline and outfield fence (black vinyl coated chain link). include bottom rail and mow strip as a standard. On 215 ft. field, outfield fence increases to 8 ft. high. Yellow safety top on outfield fence. Foul poles at outfield fence. 12 ft. wide dual-gate opening on one sideline fence for field maintenance equipment access.
- Concrete block bin: 6 ft. by 6 ft. for ball field mix located adjacent to 12 ft. fence opening.
- Dugout: 21 ft. by 7 ft. including 15 ft. long players bench with backrest. 8 ft. high fencing around dugout. Dugout opens onto field at home base side of dugout. 2 ft. safety wing fencing inside dugout to prevent foul ball entry. Slatted roof over dugout.
- No pitching mounds. Three pitching rubbers (30 ft. /35 ft. /40 ft. to home plate). Equipment installed by City maintenance staff.
- Interior warm up/practice pitching area along sideline fences backing up to outfield fence (30 ft. /35 ft. /40 ft. to home plate distance from pitching rubber to plate). Slats or padding in fence to maintain fence longevity.
- Three row bleachers (21 ft. long) on concrete pad both baselines.
- 12 ft. by 8 ft. concrete pad for storage box. Equipment storage unit funded by user group – approved and installed by City maintenance staff on same side as field mix bin.
- Conduit and pull boxes from power source to backstop, and from backstop to outfield field for scoreboards.

- Field lighting at community and regional parks.
- Concrete behind dugouts and in dugouts connected to park walkways on all fields.
- Quick disconnect for water behind pitcher's mound.

SOFTBALL FIELD AMENITIES – ADULT SIZE

- Field size: 300 ft. outfield fence with 10 ft. warning track and 8 ft. high outfield fence.
- Baselines and infield: 60 ft. / 65 ft. / 70 ft. / 80 ft. baseline w/ base sleeves on skinned infield. Home plate included. Bases specified by City and provided by user groups.
- Permanent backstop. 2 ft. high concrete block w/ safety padding and 18 ft. vertical fence (black vinyl coated chain link).
- Fencing: 8 ft. high fence (black vinyl coated chain link) from backstop to end of skinned infield. 8 ft. high sideline and outfield fence (black vinyl coated chain link). Include bottom rail and mow strip as a standard. Foul poles at outfield fence. 12 ft. wide dual-gate opening on one sideline fence for field maintenance equipment access.
- Concrete block bin: 6 ft. by 6 ft. for ball field mix located adjacent to 12 ft. fence opening.
- Dugout: 27 ft. by 9 ft. including 21 ft. long players bench with backrest. 8 ft. high fencing around dugout. Dugout opens onto field at home base side of dugout. 2 ft. safety wing fencing inside dugout to prevent foul ball entry. Slatted roof over dugout.
- No pitching mounds. Two pitching rubbers (50 ft. /54 ft. to home plate). Equipment installed by City maintenance staff.
- Three row bleachers (21 ft. long) on concrete pad both baselines.
- 12 ft. by 8 ft. concrete pad for storage box. Equipment storage unit funded by user group – approved and installed by City maintenance staff on same side as field mix bin.
- Conduit and pull boxes from power source to backstop, and from backstop to outfield field for future scoreboard. Scoreboard/controller provided by user group.
- Field lighting at community and regional parks.
- Concrete behind dugouts and in dugouts connected to park walkways on all fields.
- Quick disconnect for water behind pitcher's mound.

MULTIPURPOSE FIELDS (SOCCER/FOOTBALL/LACROSSE/FIELD HOCKEY)

- Field size: Regulation field – 360 ft. by 240 ft. Limited space field– 210 ft. by 150 ft. 25 ft. buffer on same plane as field with no obstructions or drainage fixtures. Buffer applies to both field sizes.
- Goals: Portable, with size specified by user group and provided by City.
- Bleachers or players benches: Portable.
- Field lighting at community and regional parks.

RESTROOM/CONCESSION BUILDING

- Restroom: typically installed at 1 per 20 acres of Community Park, Regional Park, or Sports Complex. Minimum of one restroom with drinking fountains at parks with programmed fields.
- Concession Building: Provided when three or more fields exist at a Community Park or Regional Park owned by City. Rental agreement required for user group use of facility, which includes cost of building depreciation, building upkeep, and utilities. Building includes shelving, electrical, three-partition sink with hot water, and separate sink for hand washing. Facility built to health code requirements. Equipment supplied by user group.

6.2 TECHNICAL NEEDS ANALYSIS KEY FINDINGS

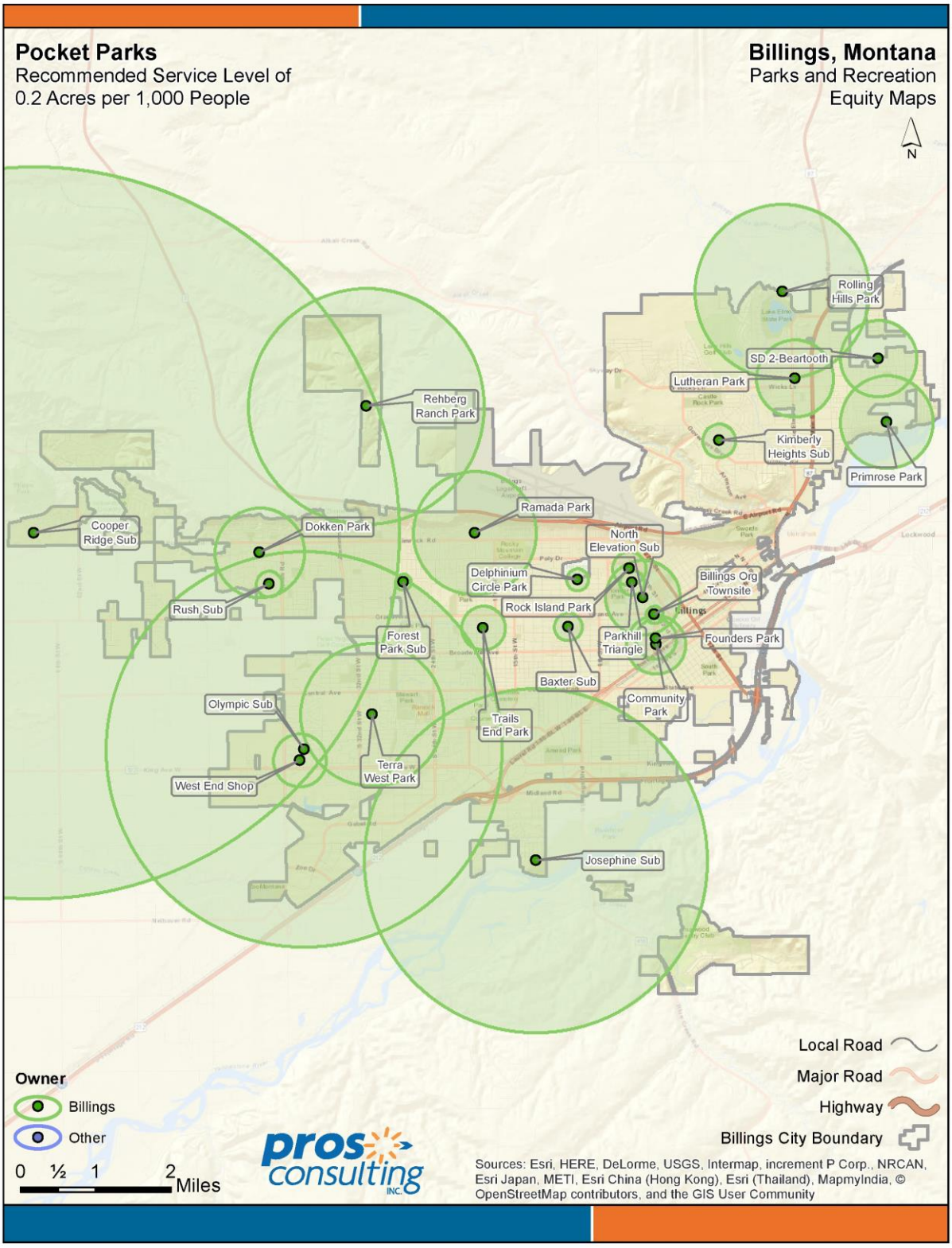
6.2.1 EQUITY MAPPING

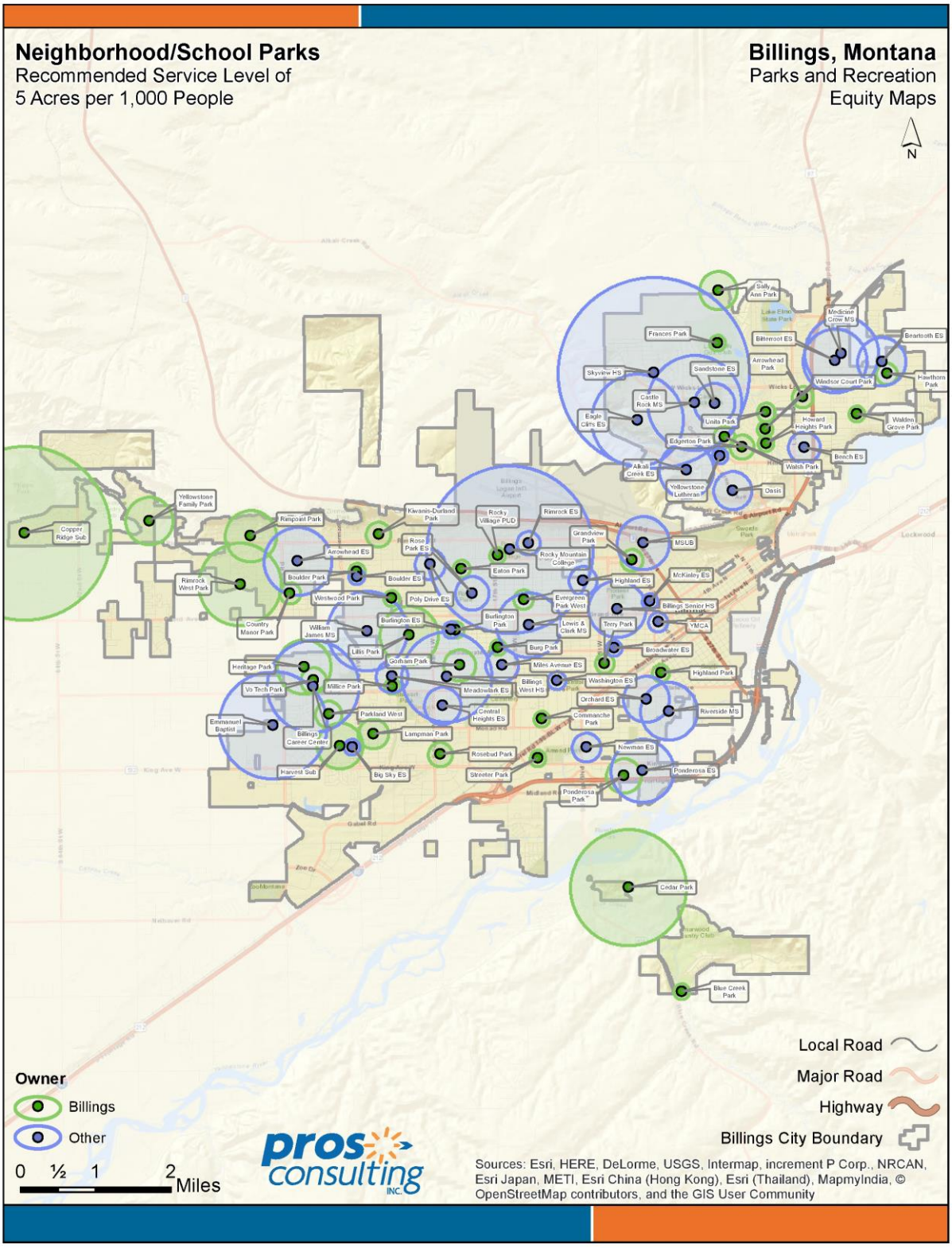
The City of Billings Parks and Recreation has "evolved over time" and distribution of sites and facilities throughout the community is reflected in the current site locations.

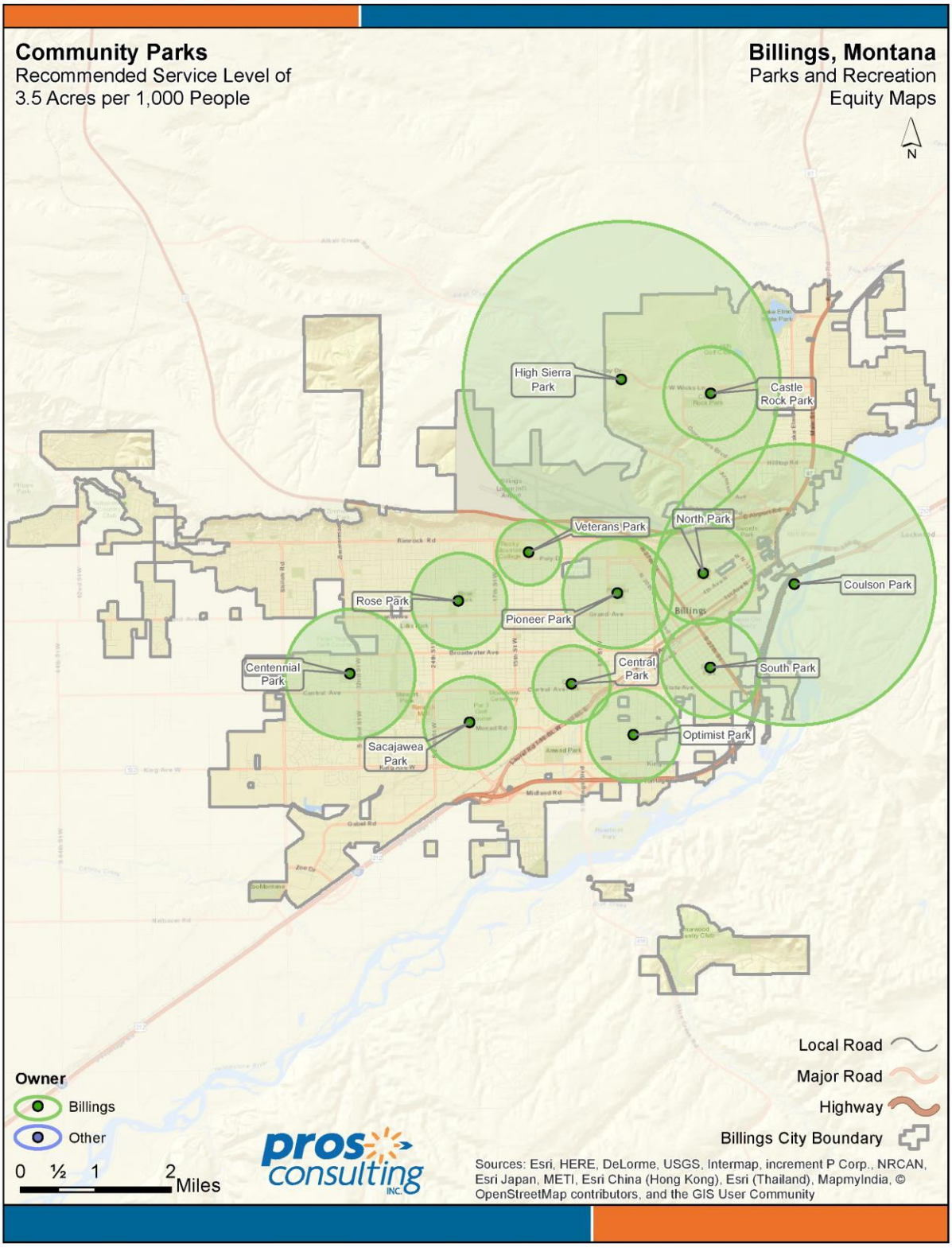
To further illustrate the distribution of current park types and park assets of the parks and recreation system across the entire community, an equity-mapping analysis was conducted. The maps included show the service areas of the *current* inventory of park types and park assets based on the *current* level-of-service standard. The current standard established per 1,000 residents per acre of park type or 10,000 residents per type of park asset are also indicated in the map title. The service area is calculated by the quantity of inventory of each site extended in a uniform radius until the population served by the recommended standard is reached. Shaded areas indicate the extent of the service area based on recommended inventories; unshaded areas indicate locations that would remain outside of the standard service area for each park type or park asset. Unshaded areas are not always the most appropriate location for future parks or park assets. They only represent areas that might be more thoroughly reviewed for potential additional facilities. Although there are occasions when the service area may extend beyond the border of Billings, only City of Billings' resident populations were utilized for calculating service area standards in this analysis.

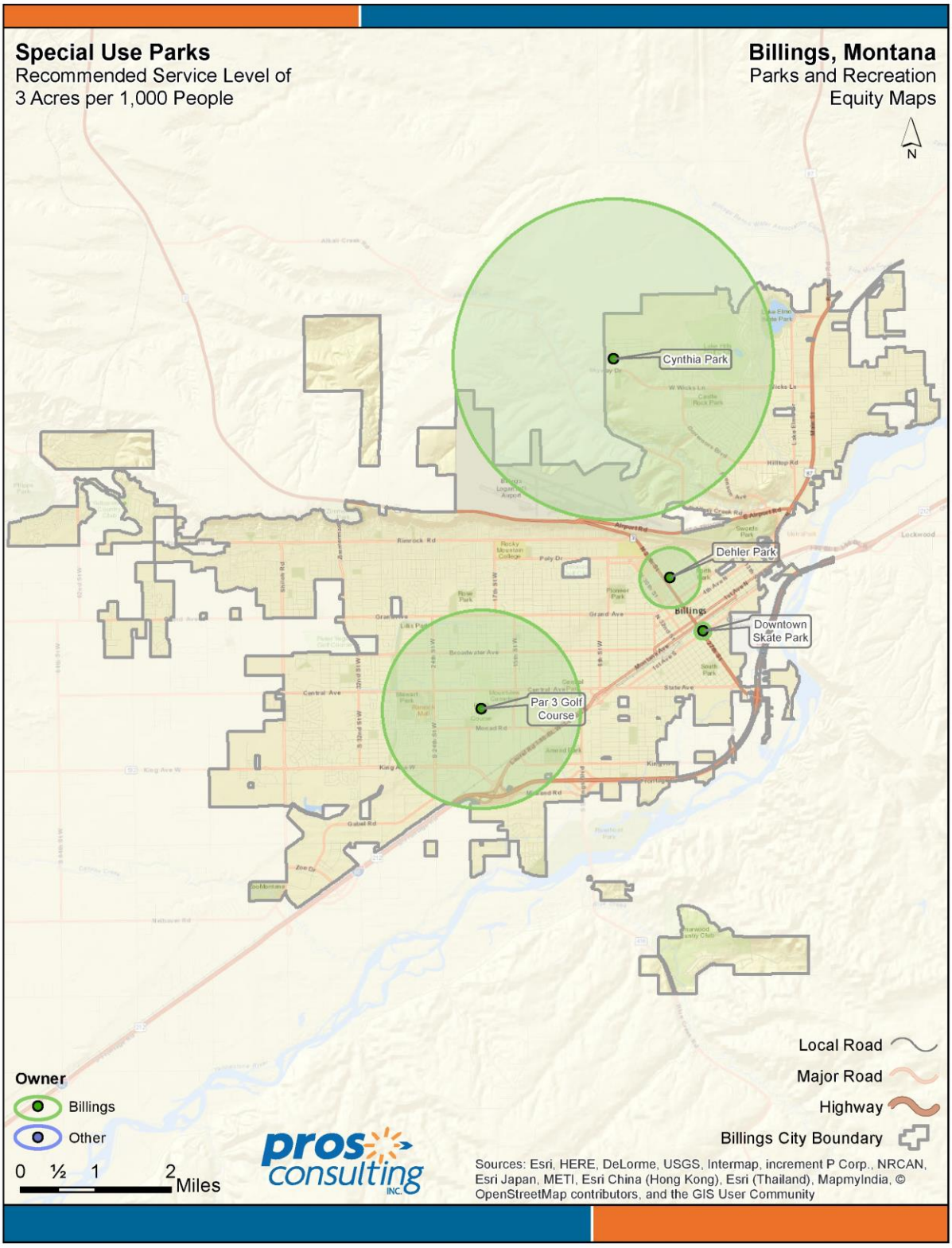
Community-wide maps of park types, or classifications, identified in this Master Plan, as well as the major park assets, are provided in the pages that follow. The maps on the following pages identify:

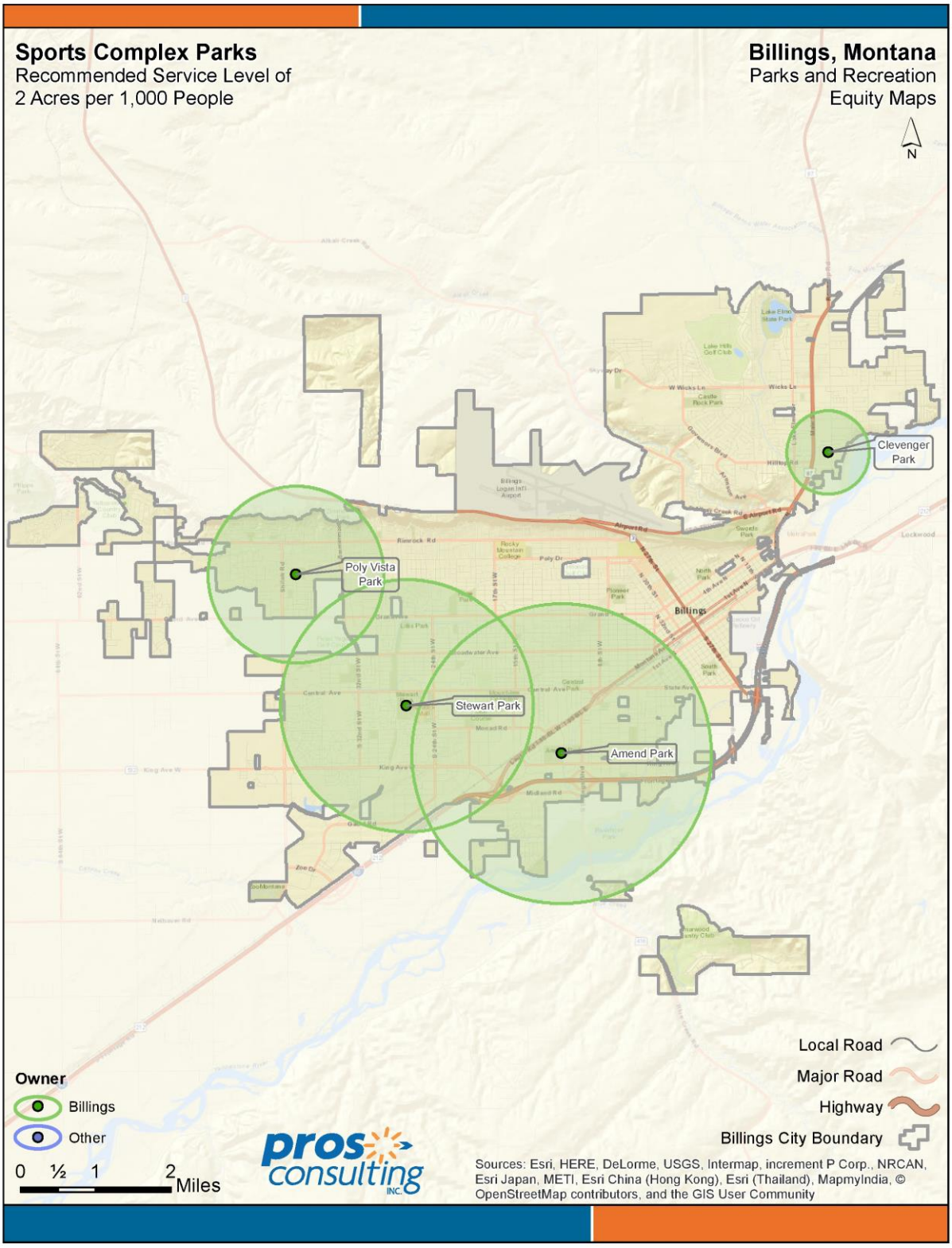
1. Pocket Parks
2. Neighborhood Parks
3. Community Parks
4. Special Use Parks
5. Sports Complex Parks
6. Ball Diamond 60 Foot Bases
7. Ball Diamond 90 Foot Bases
8. Disc Golf Courses
9. Dog Park
10. Multi-Purpose Rectangle Fields for Practice
11. Multi-Purpose Rectangle Fields for Games
12. Outdoor Sport Courts - Basketball
13. Playgrounds
14. Large Reservable Picnic Shelters
15. Skateparks
16. Tennis Courts
17. Outdoor Swimming Pools
18. Indoor Swimming Pools
19. Recreation/Senior Centers

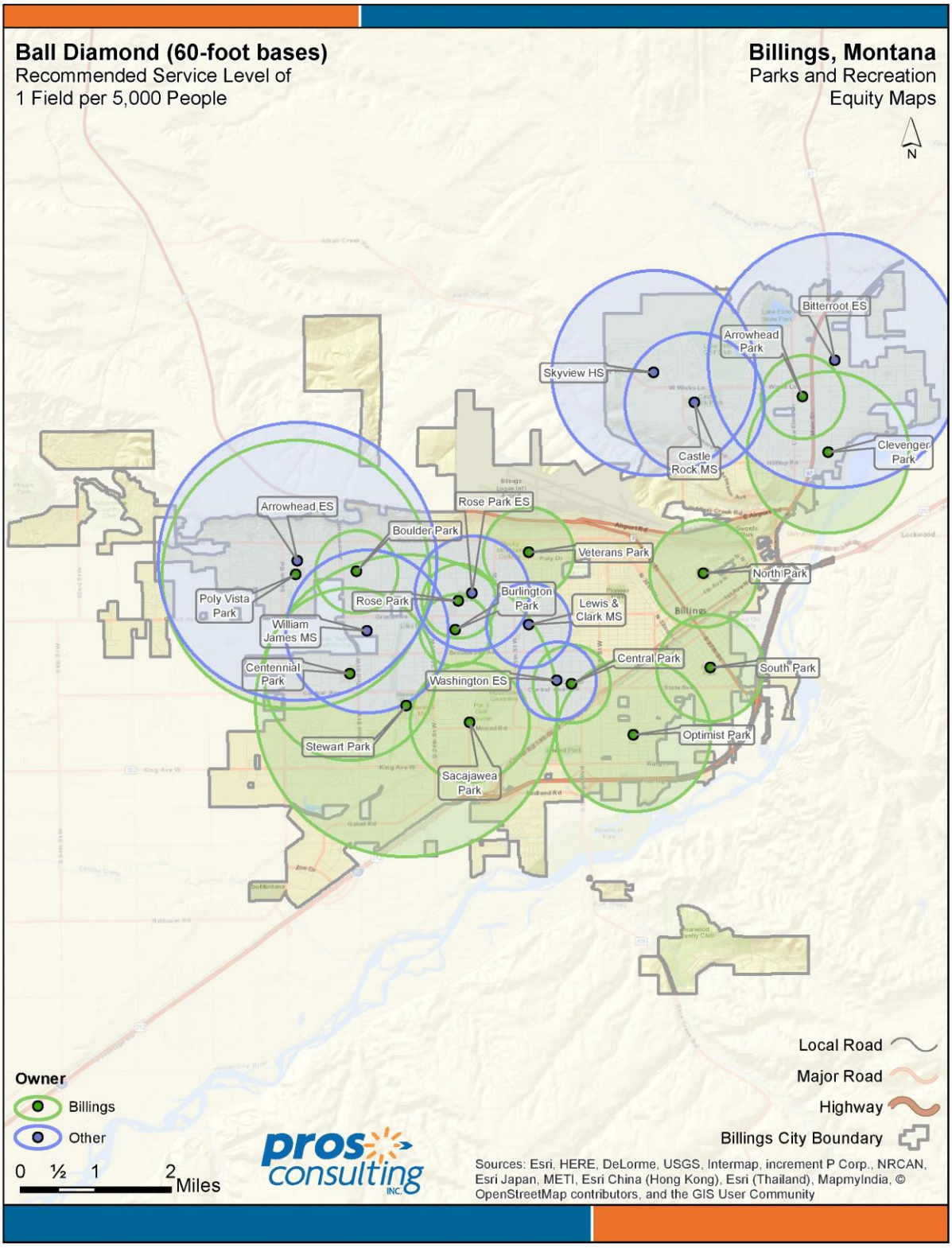

Pocket Parks
Recommended Service Level of
0.2 Acres per 1,000 People
Billings, Montana
Parks and Recreation
Equity Maps
N
Rolling Hills Park
SD 2-Beartooth
Lutheran Park
Rehberg Ranch Park
Kimberly Heights Sub
Primrose Park
Ramada Park
Cooper Ridge Sub
Dokken Park
North Elevation Sub
Delphinium Circle Park
Billings Org Townsite
Rush Sub
Rock Island Park
Forest Park Sub
Parkhill Triangle
Founders Park
Baxter Sub
Olympic Sub
Community Park
Trails End Park
Terra West Park
West End Shop
Josephine Sub
Local Road
Major Road
Highway
Billings City Boundary
Owner
Billings
Other
0 ½ 1 2 Miles
pros consulting INC.
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

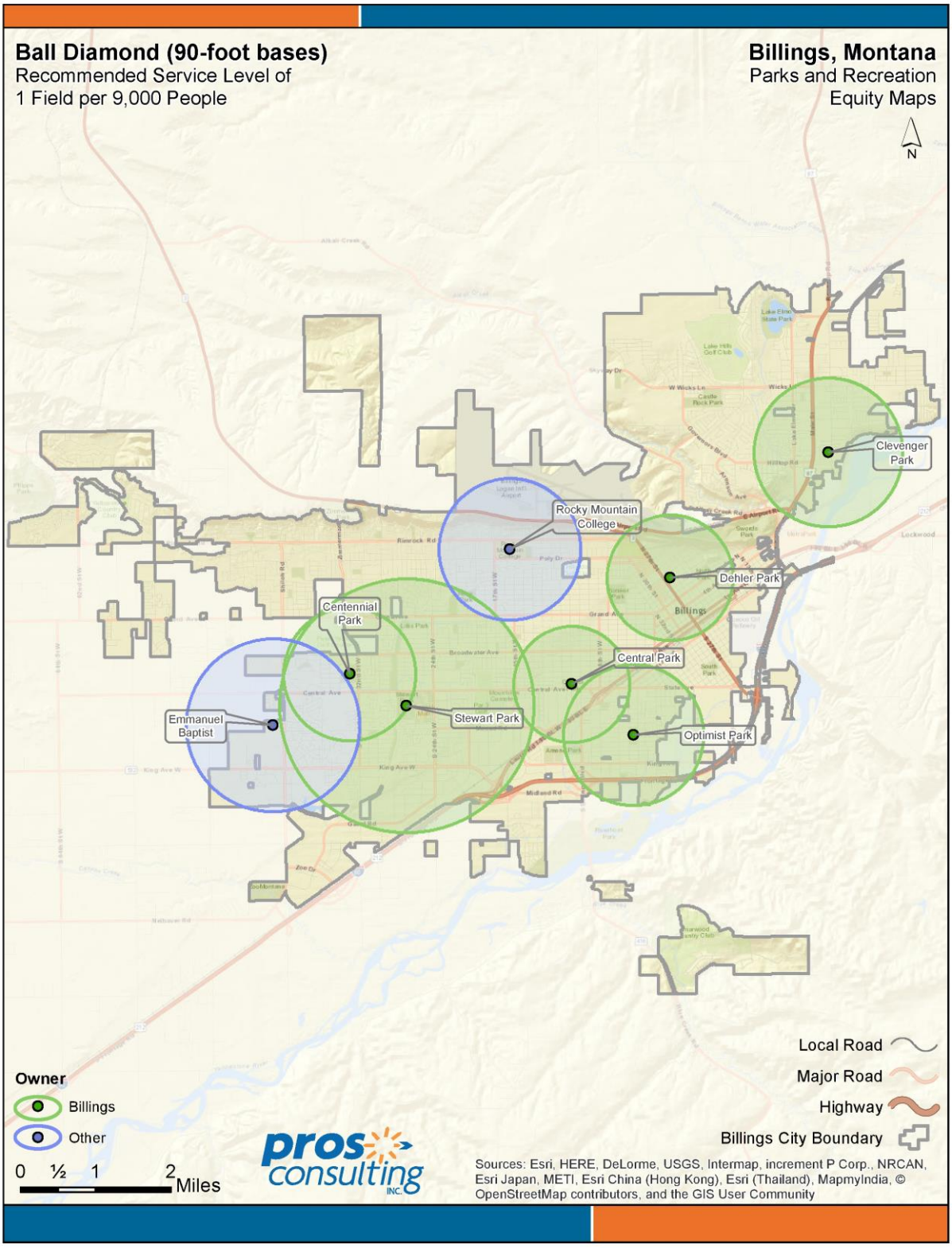

Neighborhood/School Parks
Recommended Service Level of
5 Acres per 1,000 People
Billings, Montana
Parks and Recreation
Equity Maps
N
Owner
Billings
Other
0 ½ 1 2 Miles
pros consulting INC.
Local Road
Major Road
Highway
Billings City Boundary
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

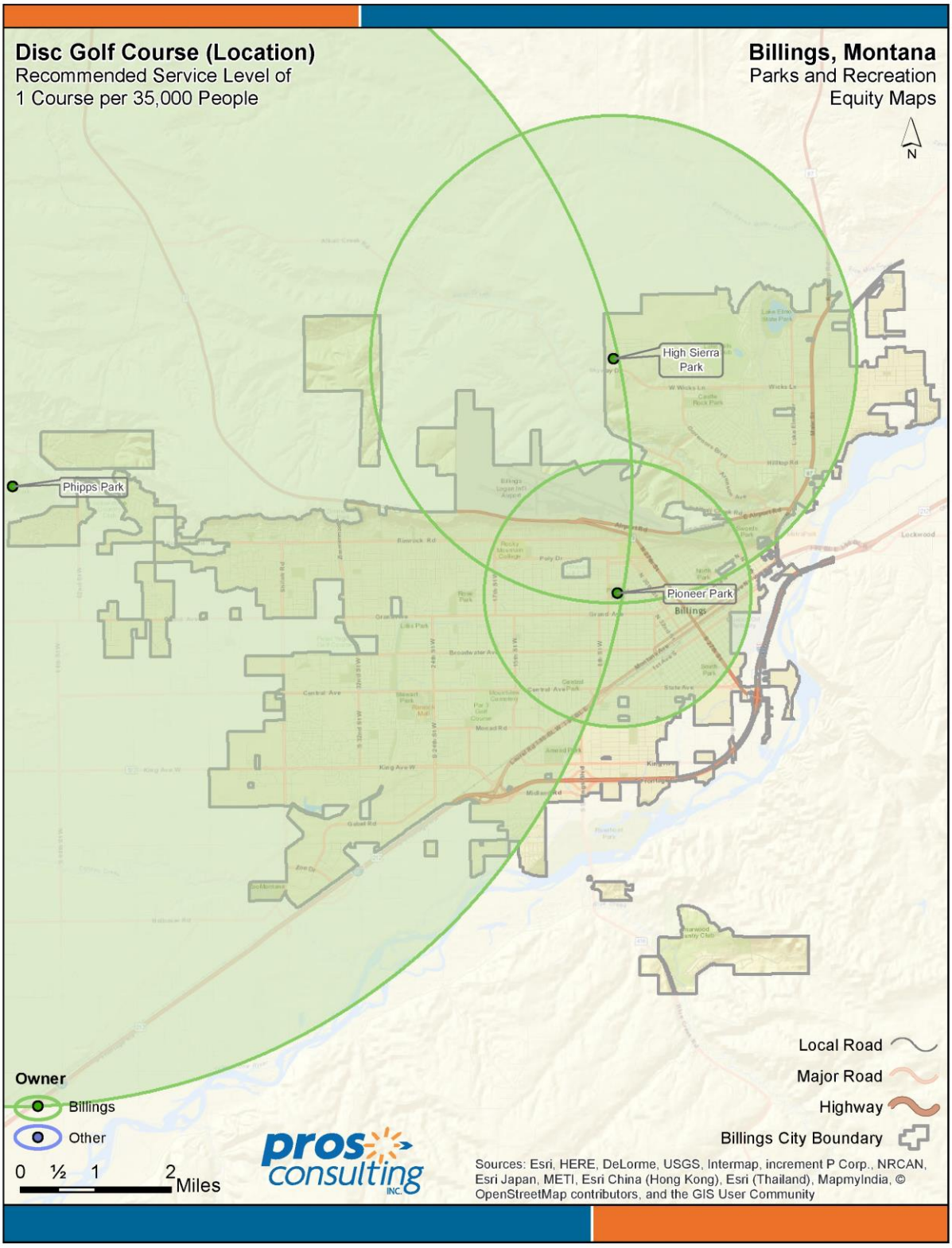

Community Parks
Recommended Service Level of
3.5 Acres per 1,000 People
Billings, Montana
Parks and Recreation
Equity Maps
N
High Sierra Park
Castle Rock Park
Veterans Park
North Park
Coulson Park
Rose Park
Pioneer Park
Billings
Centennial Park
Central Park
South Park
Optimist Park
Sacajawea Park
Local Road
Major Road
Highway
Billings City Boundary
Owner
Billings
Other
0 ½ 1 2 Miles
pros consulting INC.
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

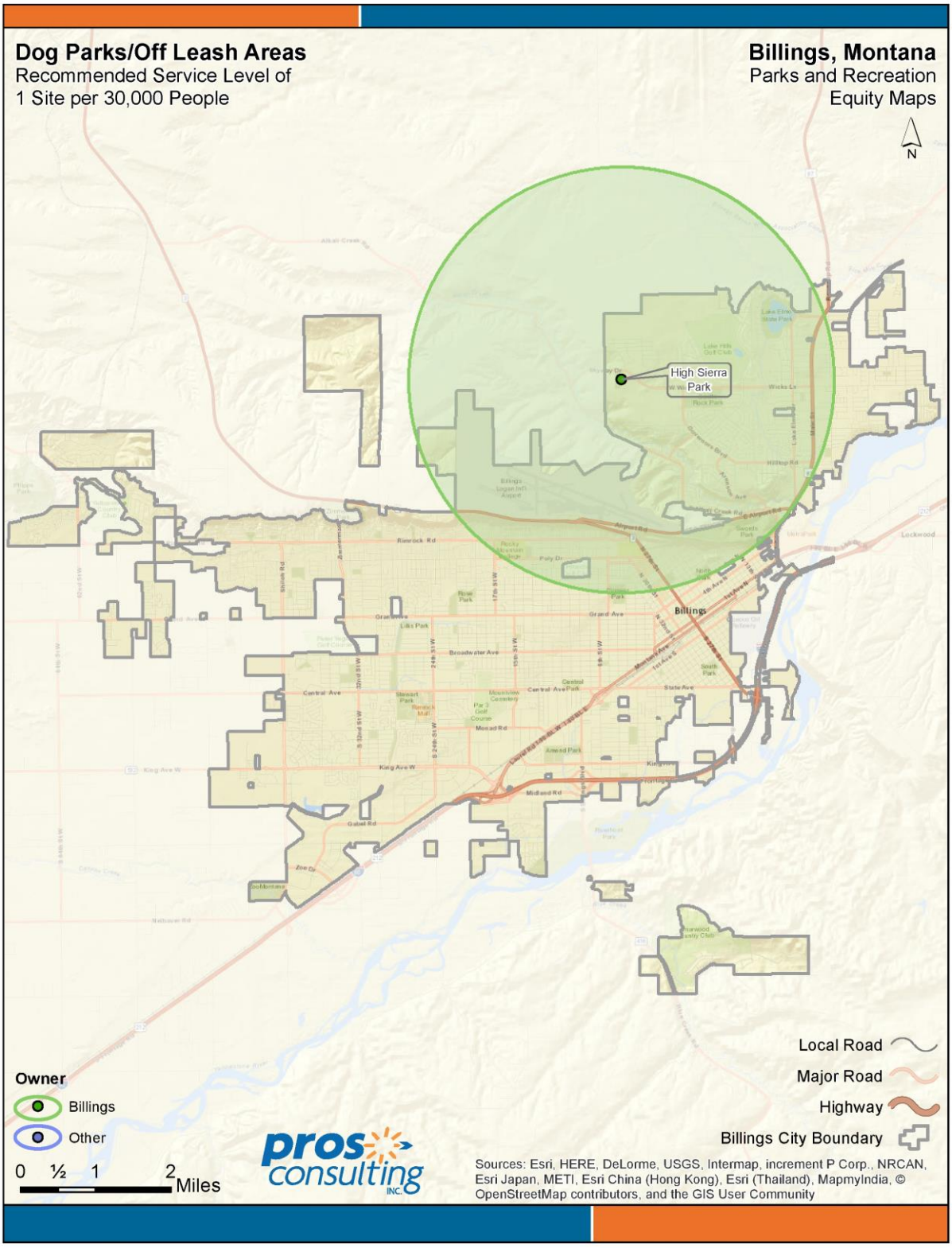

Special Use Parks
Recommended Service Level of
3 Acres per 1,000 People
Billings, Montana
Parks and Recreation
Equity Maps
N
Cynthia Park
Dehler Park
Downtown Skate Park
Par 3 Golf Course
Billings
Owner
Billings
Other
0 ½ 1 2 Miles
Local Road
Major Road
Highway
Billings City Boundary
pros consulting INC.
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

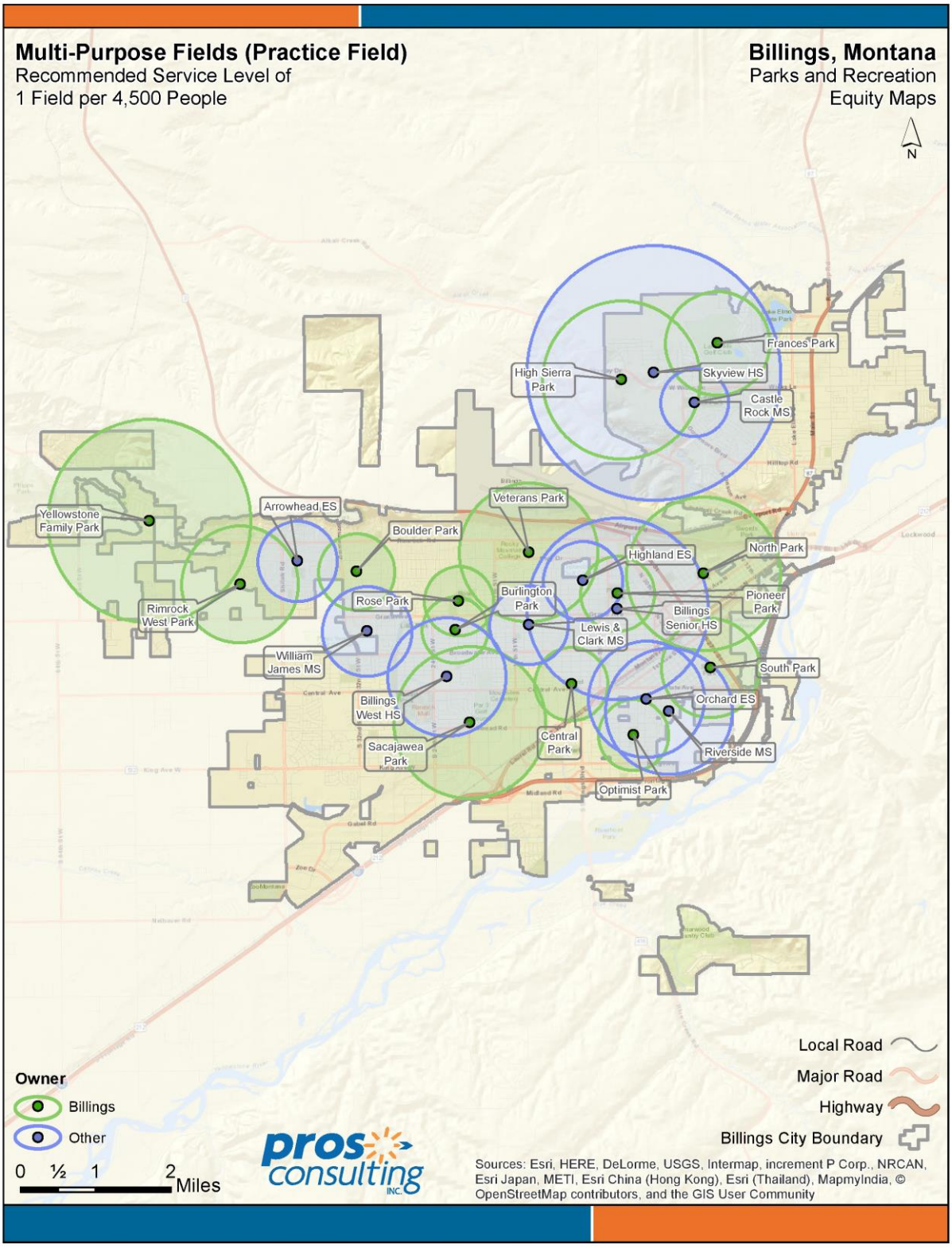

Sports Complex Parks
Recommended Service Level of
2 Acres per 1,000 People
Billings, Montana
Parks and Recreation
Equity Maps
N
Clevenger Park
Poly Vista Park
Stewart Park
Amend Park
Billings
Owner
Billings
Other
0 ½ 1 2 Miles
Local Road
Major Road
Highway
Billings City Boundary
pros consulting INC.
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

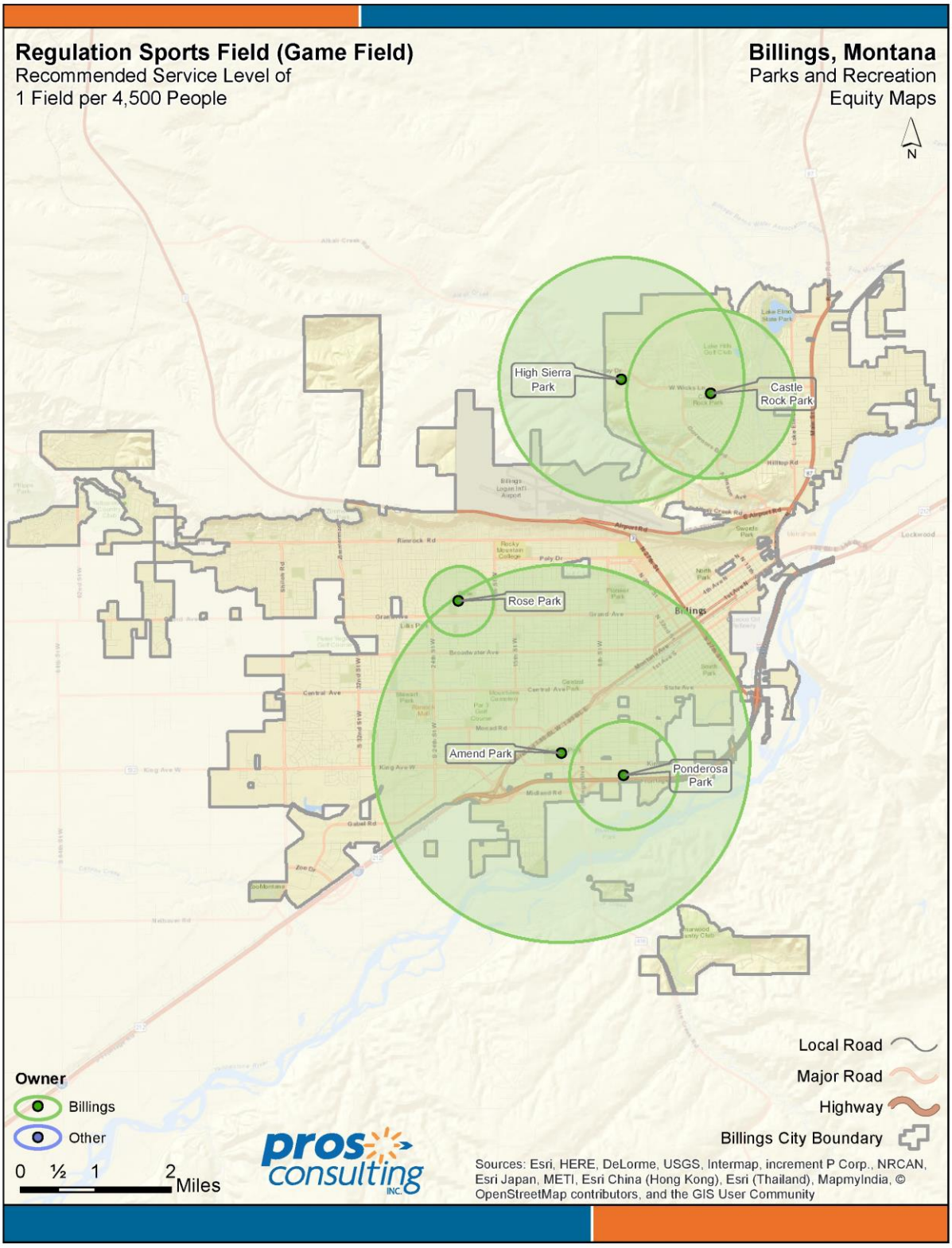

Ball Diamond (60-foot bases)
Recommended Service Level of
1 Field per 5,000 People
Billings, Montana
Parks and Recreation
Equity Maps
N
Bitterroot ES
Arrowhead Park
Skyview HS
Castle Rock MS
Clevenger Park
Arrowhead ES
Rose Park ES
Boulder Park
Veterans Park
North Park
Poly Vista Park
Rose Park
Burlington Park
Lewis & Clark MS
William James MS
Centennial Park
Central Park
South Park
Washington ES
Optimist Park
Stewart Park
Sacajawea Park
Billings
Owner
Billings
Other
0 ½ 1 2 Miles
pros consulting INC.
Local Road
Major Road
Highway
Billings City Boundary
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

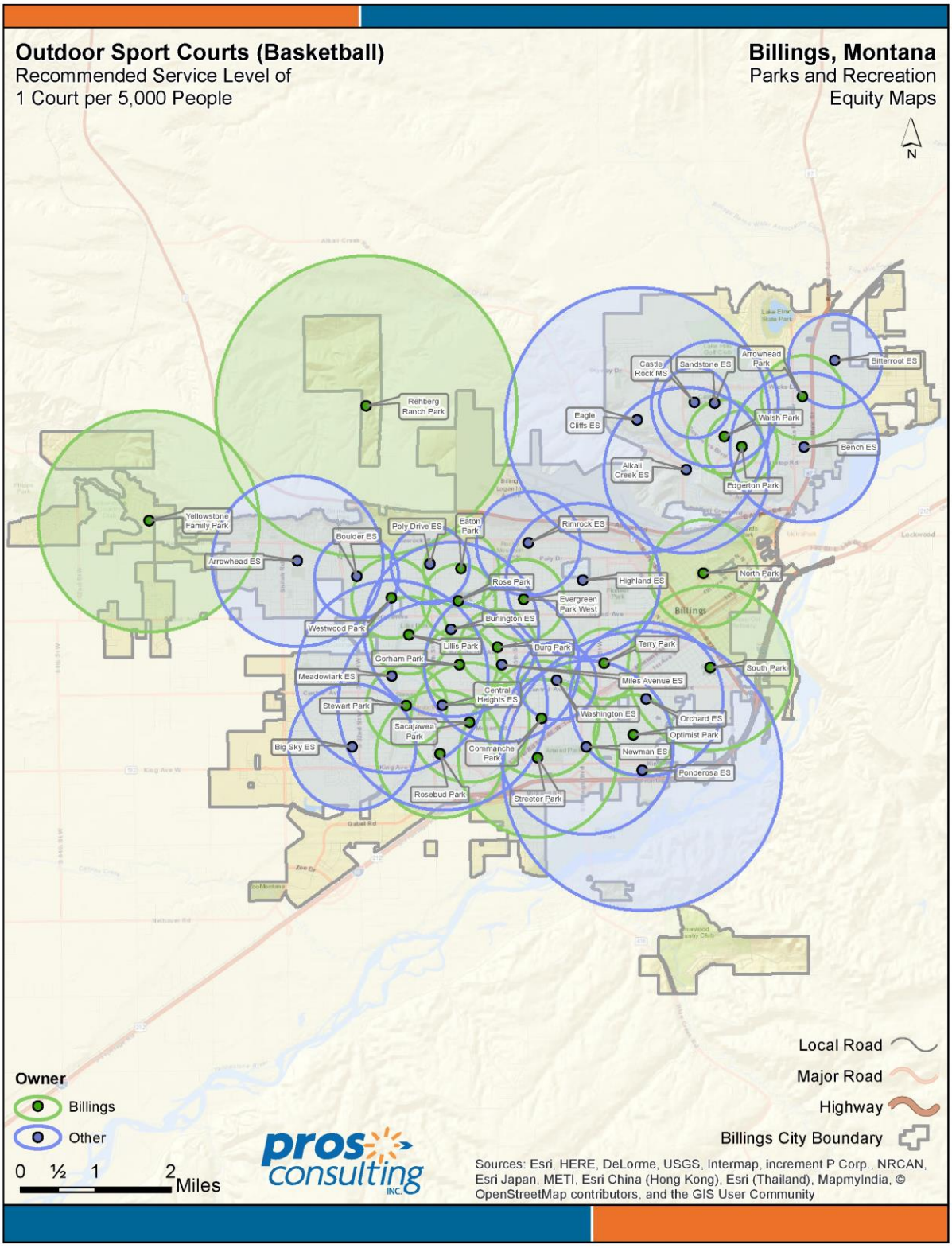

Ball Diamond (90-foot bases)
Recommended Service Level of
1 Field per 9,000 People
Billings, Montana
Parks and Recreation
Equity Maps
N
Clevenger Park
Rocky Mountain College
Dehler Park
Centennial Park
Central Park
Emmanuel Baptist
Stewart Park
Optimist Park
Billings
Owner
Billings
Other
0 ½ 1 2 Miles
pros consulting INC.
Local Road
Major Road
Highway
Billings City Boundary
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

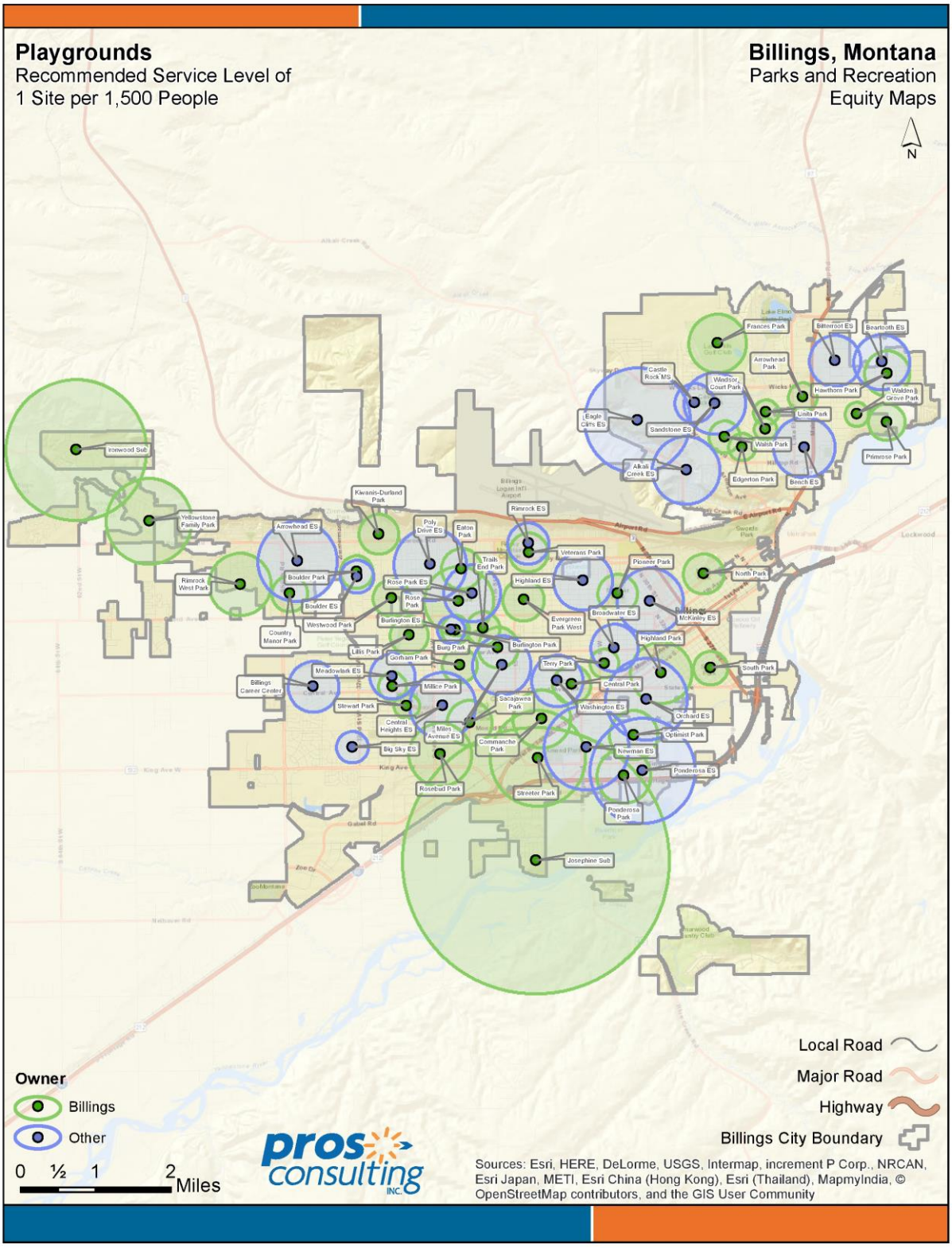

Disc Golf Course (Location)
Recommended Service Level of
1 Course per 35,000 People
Billings, Montana
Parks and Recreation
Equity Maps
N
High Sierra Park
Phipps Park
Pioneer Park
Billings
Owner
Billings
Other
0 ½ 1 2 Miles
pros consulting INC.
Local Road
Major Road
Highway
Billings City Boundary
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

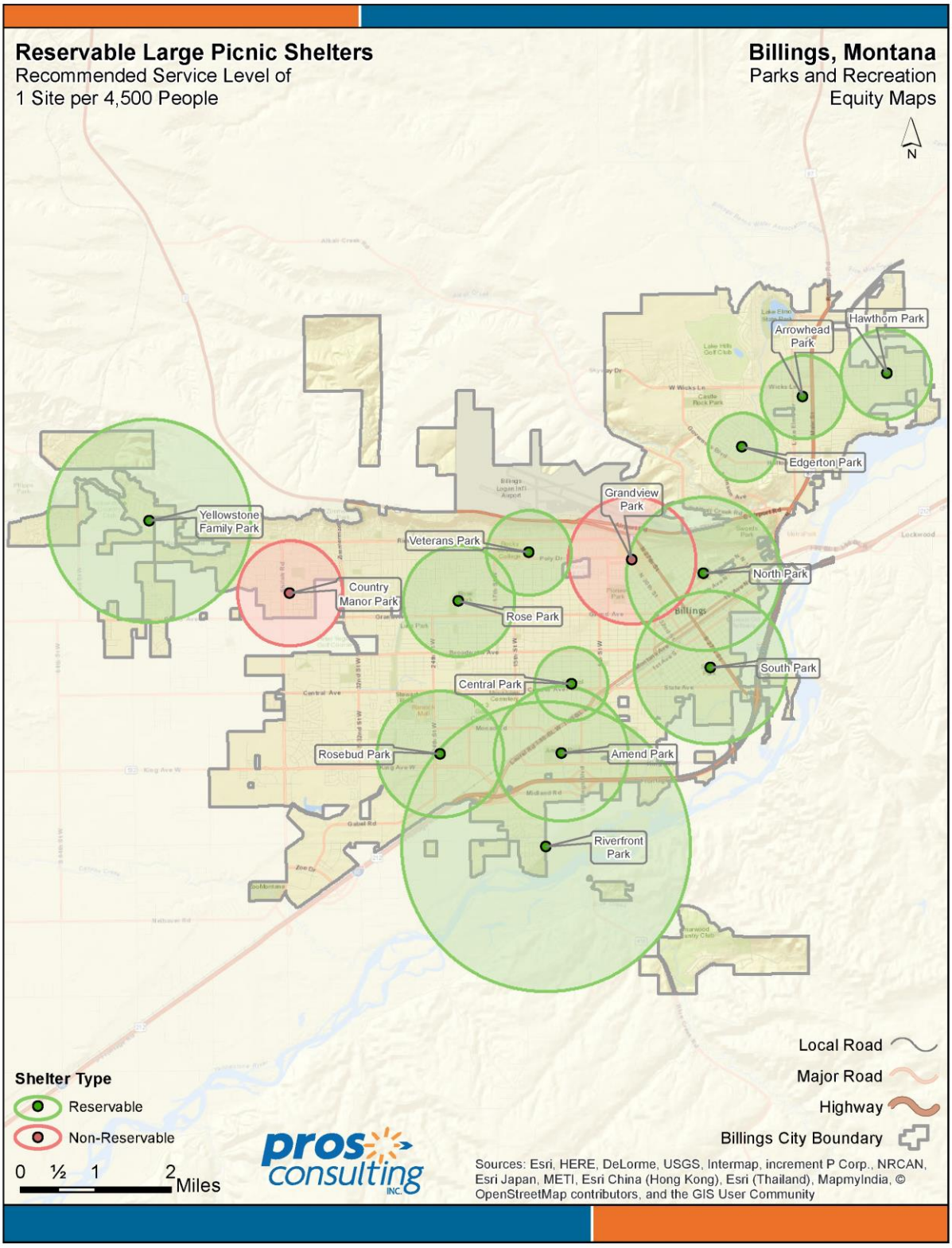

Dog Parks/Off Leash Areas
Recommended Service Level of
1 Site per 30,000 People
Billings, Montana
Parks and Recreation
Equity Maps
N
High Sierra Park
Billings
Owner
Billings
Other
0 ½ 1 2 Miles
Local Road
Major Road
Highway
Billings City Boundary
pros consulting INC.
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

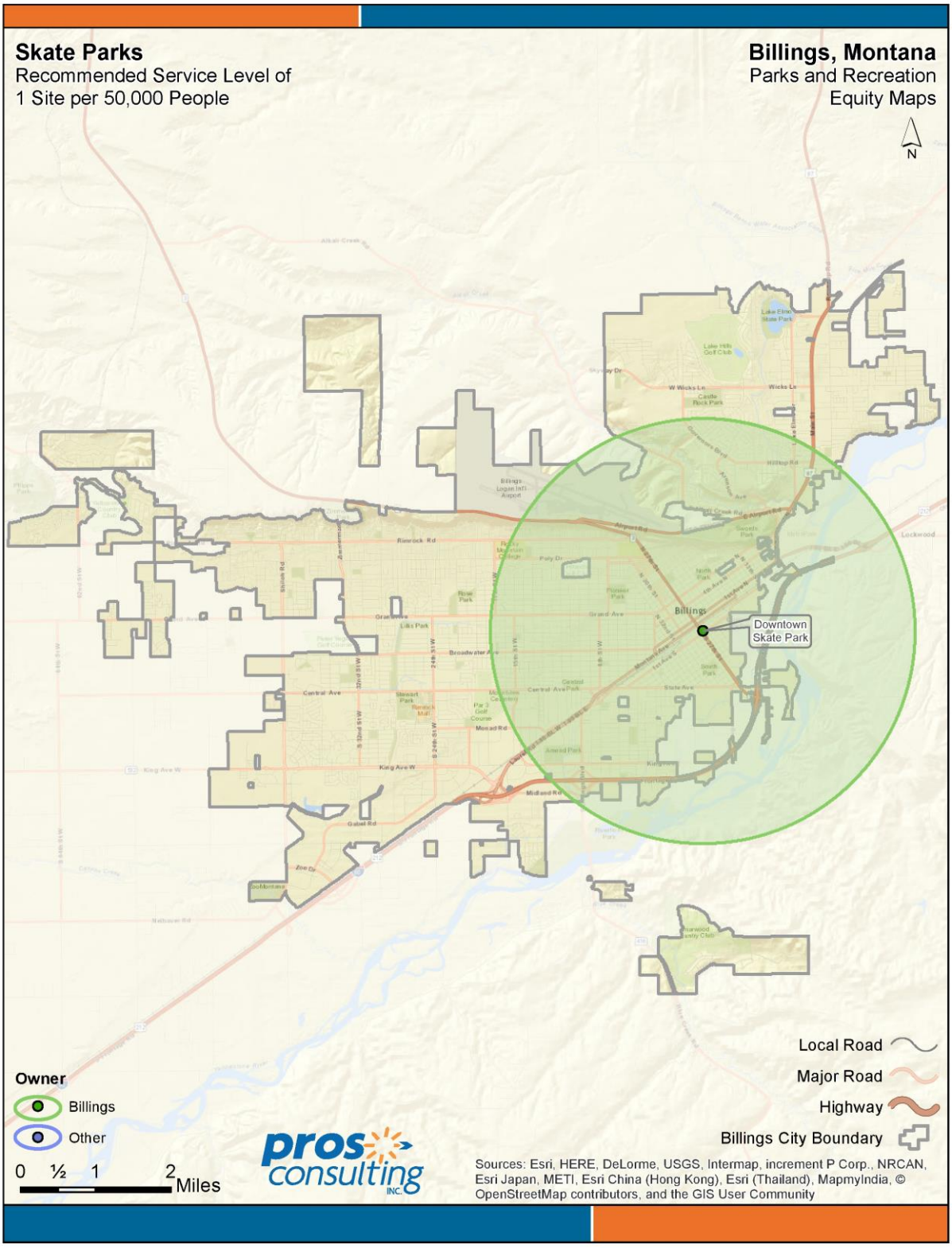

Multi-Purpose Fields (Practice Field)
Recommended Service Level of
1 Field per 4,500 People
Billings, Montana
Parks and Recreation
Equity Maps
N
Frances Park
High Sierra Park
Skyview HS
Castle Rock MS
Yellowstone Family Park
Arrowhead ES
Veterans Park
Boulder Park
Highland ES
North Park
Rimrock West Park
Rose Park
Burlington Park
Pioneer Park
Billings Senior HS
Lewis & Clark MS
William James MS
South Park
Billings West HS
Orchard ES
Central Park
Sacajawea Park
Riverside MS
Optimist Park
Owner
Billings
Other
0 ½ 1 2 Miles
Local Road
Major Road
Highway
Billings City Boundary
pros consulting INC.
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

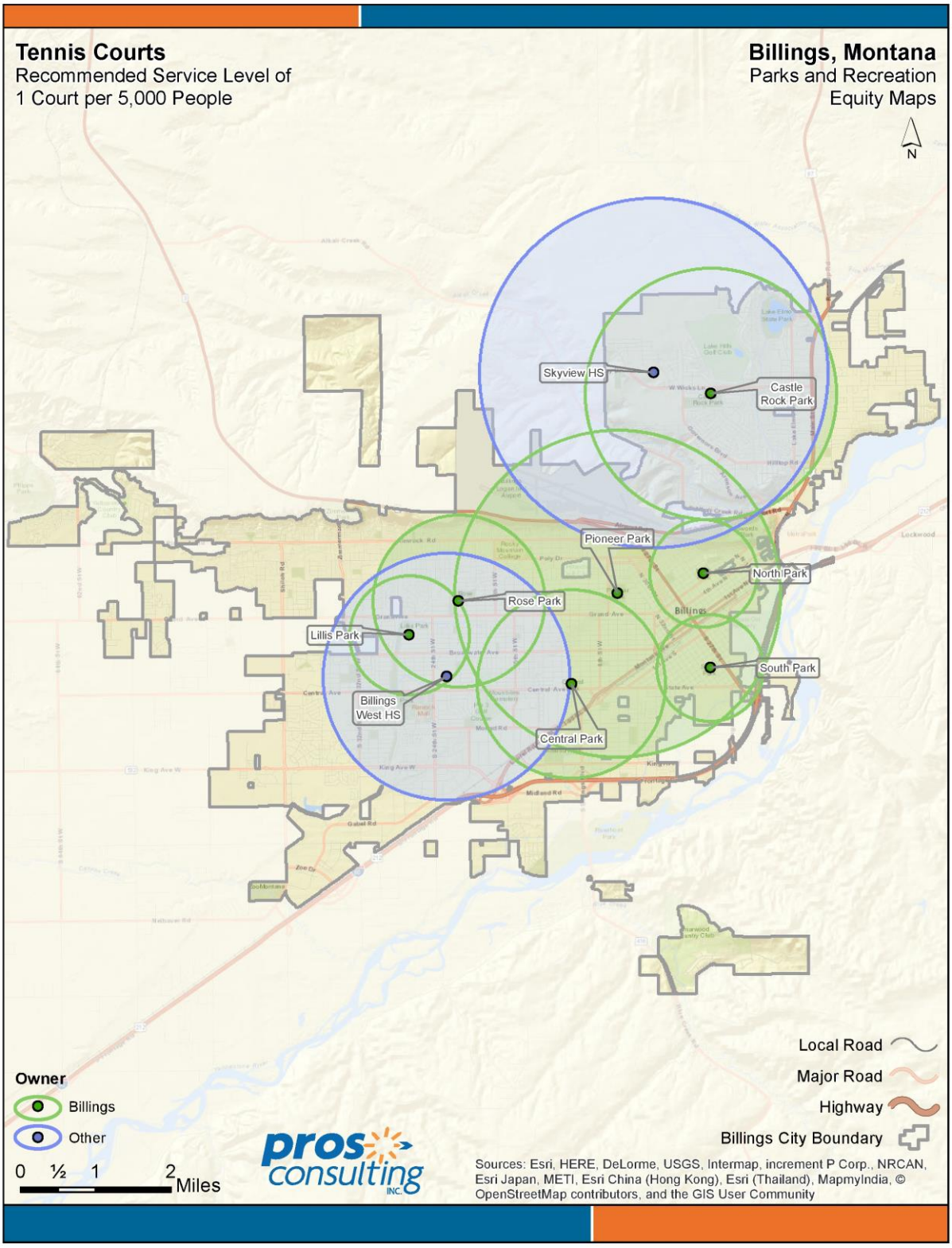

Regulation Sports Field (Game Field)
Recommended Service Level of
1 Field per 4,500 People
Billings, Montana
Parks and Recreation
Equity Maps
N
High Sierra Park
Castle Rock Park
Rose Park
Amend Park
Ponderosa Park
Billings
Owner
Billings
Other
0 ½ 1 2 Miles
Local Road
Major Road
Highway
Billings City Boundary
pros consulting INC.
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

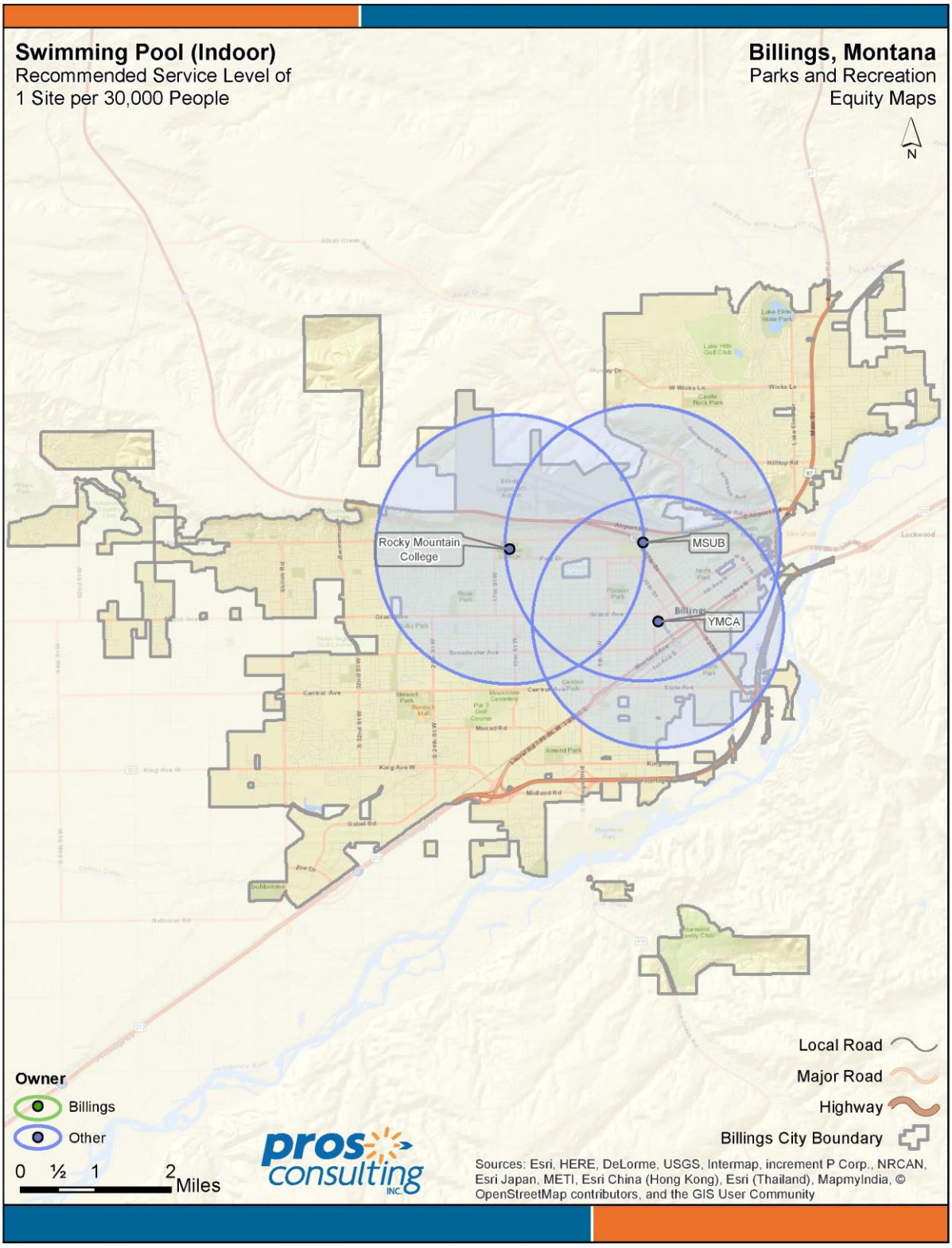

Outdoor Sport Courts (Basketball)
Recommended Service Level of
1 Court per 5,000 People
Billings, Montana
Parks and Recreation
Equity Maps
N
Rehberg Ranch Park
Yellowstone Family Park
Boulder ES
Poly Drive ES
Eaton Park
Arrowhead ES
Rimrock ES
Rose Park
Highland ES
Evergreen Park West
Burlington ES
Westwood Park
Lillis Park
Burg Park
Gorham Park
Meadowlark ES
Central Heights ES
Stewart Park
Sacajawea Park
Big Sky ES
Commanche Park
Rosebud Park
Streeter Park
Washington ES
Miles Avenue ES
Terry Park
South Park
Orchard ES
Optimist Park
Newman ES
Ponderosa ES
North Park
Billings
Castle Rock MS
Sandstone ES
Arrowhead Park
Bitterroot ES
Eagle Cliffs ES
Walsh Park
Bench ES
Alkali Creek ES
Edgerton Park
Owner
Billings
Other
0 ½ 1 2 Miles
pros consulting INC.
Local Road
Major Road
Highway
Billings City Boundary
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

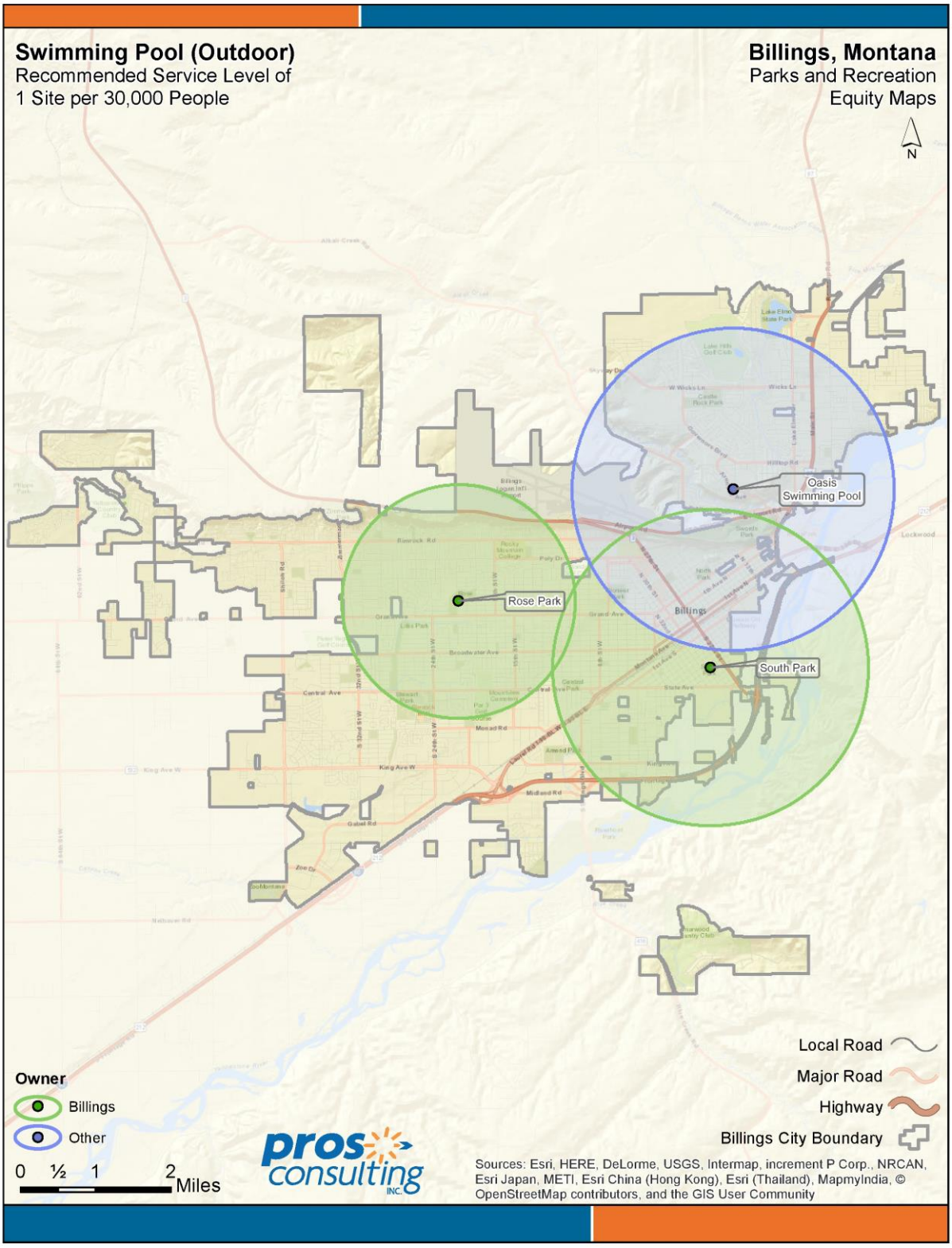

Playgrounds
Recommended Service Level of
1 Site per 1,500 People
Billings, Montana
Parks and Recreation
Equity Maps
N
Owner
Billings
Other
0 ½ 1 2 Miles
pros consulting INC.
Local Road
Major Road
Highway
Billings City Boundary
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

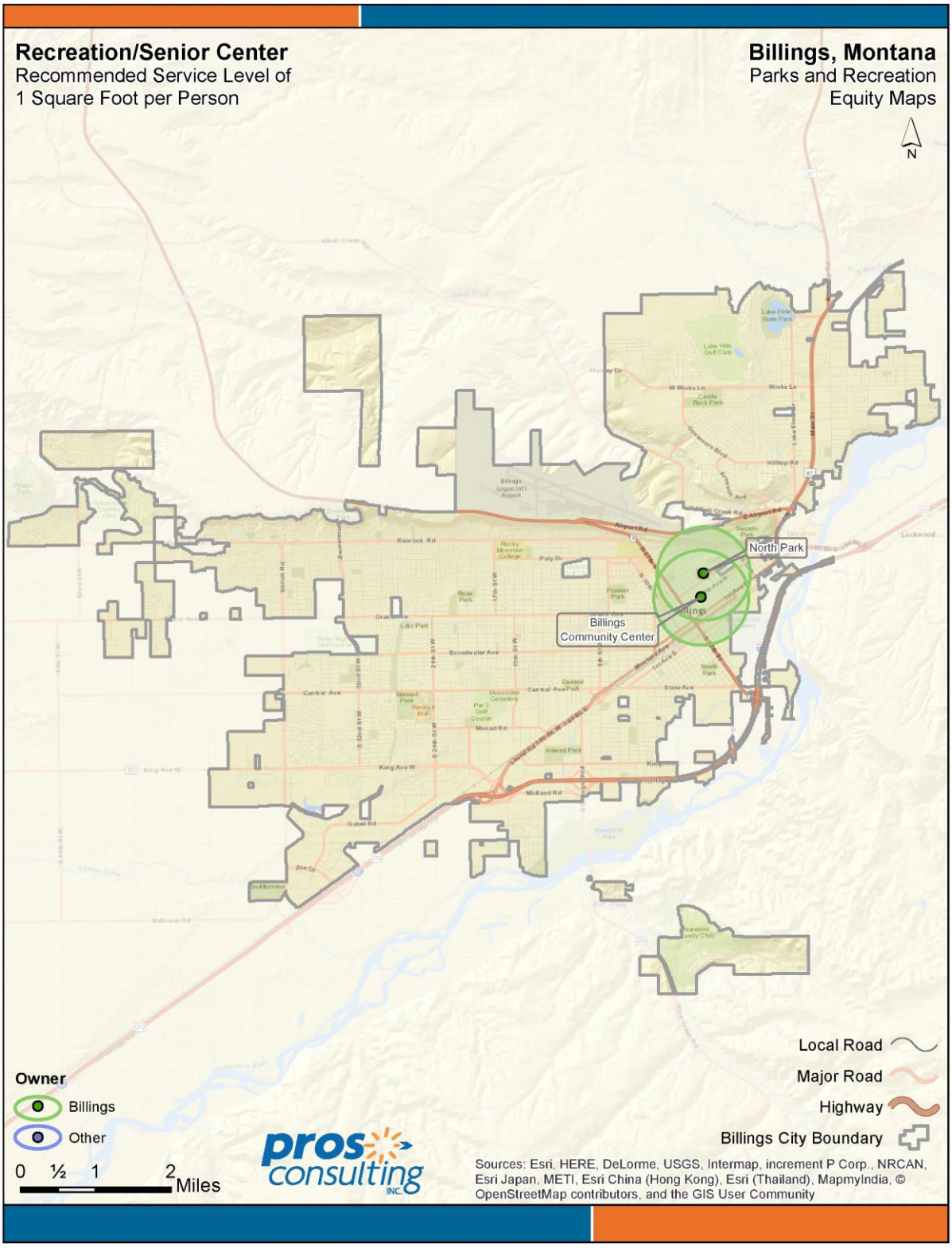

Reservable Large Picnic Shelters
Recommended Service Level of
1 Site per 4,500 People
Billings, Montana
Parks and Recreation
Equity Maps
N
Hawthorn Park
Arrowhead Park
Edgerton Park
Grandview Park
Yellowstone Family Park
Veterans Park
North Park
Country Manor Park
Rose Park
Billings
South Park
Central Park
Rosebud Park
Amend Park
Riverfront Park
Local Road
Major Road
Highway
Billings City Boundary
Shelter Type
Reservable
Non-Reservable
0 ½ 1 2 Miles
pros consulting INC.
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community


Skate Parks
Recommended Service Level of
1 Site per 50,000 People
Billings, Montana
Parks and Recreation
Equity Maps
N
Downtown
Skate Park
Billings
Owner
Billings
Other
0 ½ 1 2 Miles
Local Road
Major Road
Highway
Billings City Boundary
pros consulting INC.
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community


Tennis Courts
Recommended Service Level of
1 Court per 5,000 People
Billings, Montana
Parks and Recreation
Equity Maps
N
Skyview HS
Castle Rock Park
Pioneer Park
North Park
Rose Park
Lillis Park
Billings West HS
South Park
Central Park
Billings
Local Road
Major Road
Highway
Billings City Boundary
Owner
Billings
Other
0 ½ 1 2 Miles
pros consulting INC.
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community


Swimming Pool (Indoor)
Recommended Service Level of
1 Site per 30,000 People
Billings, Montana
Parks and Recreation
Equity Maps
N
Rocky Mountain College
MSUB
YMCA
Billings
Owner
Billings
Other
0 ½ 1 2 Miles
Local Road
Major Road
Highway
Billings City Boundary
pros consulting INC.
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community


Swimming Pool (Outdoor)
Recommended Service Level of
1 Site per 30,000 People
Billings, Montana
Parks and Recreation
Equity Maps
N
Oasis Swimming Pool
Rose Park
South Park
Billings
Owner
Billings
Other
0 ½ 1 2 Miles
Local Road
Major Road
Highway
Billings City Boundary
pros consulting INC.
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community


Recreation/Senior Center
Recommended Service Level of
1 Square Foot per Person
Billings, Montana
Parks and Recreation
Equity Maps
N
North Park
Billings
Community Center
Owner
Billings
Other
0 ½ 1 2 Miles
pros consulting INC.
Local Road
Major Road
Highway
Billings City Boundary
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

6.3 DEVELOPED PARK/FACILITY INVENTORY

The consulting team conducted an inventory analysis of each DEVELOPED Pocket Park, Neighborhood Park, Community Park, Special Use Park and Sports Complex managed by the City. An inventory and assessment for the entire system has been provided as a separate stand-alone document.

6.3.1 COMMUNITY PARKS

Park Name	Classification	Size (Acres)
Castle Rock Park	Community Park	25.33
Centennial Park	Community Park	30.04
Central Park	Community Park	17.08
Cottonwood Park	Community Park	40.00
Coulson Park	Community Park	56.02
High Sierra Park	Community Park	50.67
Meadowlark Park	Community Park	20.81
North Park	Community Park	16.55
Optimist Park	Community Park	19.84
Pioneer Park	Community Park	32.98
Rose Park	Community Park	26.15
Sacajawea Park	Community Park	11.04
South Park	Community Park	16.06
Veterans Park	Community Park	10.14
Wilson Park	Community Park	14.86

6.3.2 NEIGHBORHOOD PARKS (1 OF 2)

Park Name	Classification	Size (Acres)
Arrowhead Park	Neighborhood Park	2.89
Bitterroot Heights	Neighborhood Park	11.54
Blue Creek Park	Neighborhood Park	1.86
Boulder Park	Neighborhood Park	4.62
Burg Park	Neighborhood Park	1.21
Burlington Park	Neighborhood Park	4.24
Cameron Park	Neighborhood Park	3.29
Cedar Park	Neighborhood Park	3.95
Commanche Park	Neighborhood Park	1.46
Copper Ridge Sub	Neighborhood Park	5.93
Cooper Ridge Sub	Neighborhood Park	1.66
Cooper Ridge Sub	Neighborhood Park	2.36
Country Manor Park	Neighborhood Park	4.38
Daniels Sub	Neighborhood Park	6.06
Eaton Park	Neighborhood Park	1.62
Edgerton Park	Neighborhood Park	5.52
Evergreen Park West	Neighborhood Park	2.48
Falcon Ridge Sub	Neighborhood Park	2.32
Frances Park	Neighborhood Park	2.18
Galaxy Sub	Neighborhood Park	1.86
Gorham Park	Neighborhood Park	5.42
Grandview Park	Neighborhood Park	3.40
Harvest Sub	Neighborhood Park	2.05
Harvest Sub	Neighborhood Park	11.84
Hawthorn Park	Neighborhood Park	3.47
Heritage Park	Neighborhood Park	3.72
Highland Park	Neighborhood Park	2.02
Howard Heights Park	Neighborhood Park	4.18
Ironwood Sub	Neighborhood Park	1.36
Kiwanis-Durland Park	Neighborhood Park	3.76
Lampman Park	Neighborhood Park	6.01
Lillis Park	Neighborhood Park	16.82
Millice Park	Neighborhood Park	4.37

6.3.3 NEIGHBORHOOD PARKS (2 OF 2)

Park Name	Classification	Size (Acres)
Olympic Sub	Neighborhood Park	2.04
Olympic Sub	Neighborhood Park	1.21
Olympic Sub	Neighborhood Park	1.09
Palisades Park	Neighborhood Park	4.19
Parkland West	Neighborhood Park	1.06
Parkland West	Neighborhood Park	3.99
Parkland West	Neighborhood Park	3.10
Ponderosa Park	Neighborhood Park	3.93
Rimpoint Park	Neighborhood Park	7.33
Rimrock West Park	Neighborhood Park	9.88
River Rock Park	Neighborhood Park	6.02
Rocky Villiage PUD	Neighborhood Park	1.49
Rocky Villiage PUD	Neighborhood Park	2.00
Rolling Hills Park	Neighborhood Park	1.13
Rosebud Park	Neighborhood Park	2.35
Rush Park	Neighborhood Park	3.83
Sahara Park	Neighborhood Park	2.63
Sally Ann Park	Neighborhood Park	2.89
Spring Creek Park	Neighborhood Park	1.90
Streeter Park	Neighborhood Park	1.24
Summerhill Park	Neighborhood Park	2.89
Terra West Park	Neighborhood Park	2.55
Terry Park	Neighborhood Park	3.90
Twin Oaks Sub Park	Neighborhood Park	2.51
Unita Park	Neighborhood Park	4.66
Vo Tech Park	Neighborhood Park	2.44
Walden Grove Park	Neighborhood Park	1.92
Walsh Park	Neighborhood Park	5.19
Westowood Park	Neighborhood Park	2.15
Windsor Court Park	Neighborhood Park	1.82
Yellowstone Family Park	Neighborhood Park	3.96
Yellowstone Rdg Sub	Neighborhood Park	3.44

Park Name	Classification	Size (Acres)
Baxter Sub	Pocket Park	0.19
North Elevation Sub	Pocket Park	0.15
North Elevation Sub	Pocket Park	0.16
North Elevation Sub	Pocket Park	0.16
North Elevation Sub	Pocket Park	0.15
North Elevation Sub	Pocket Park	0.16
Community Park	Pocket Park	0.53
Cooper Ridge Sub	Pocket Park	0.66
Cooper Ridge Sub	Pocket Park	0.64
Delphinium Circle Park	Pocket Park	0.09
Dokken Park	Pocket Park	0.80
Founders Park	Pocket Park	0.30
Billings Org Townsite	Pocket Park	0.10
Heritage Walk Park	Pocket Park	0.26
Josephine Sub	Pocket Park	0.32
Josephine Sub	Pocket Park	0.30
Josephine Sub	Pocket Park	0.33
Josephine Sub	Pocket Park	0.33
Josephine Sub	Pocket Park	0.33
Josephine Sub	Pocket Park	0.32
Josephine Sub	Pocket Park	0.33
Kimberly Heights Sub	Pocket Park	0.18
Kimberly Heights Sub	Pocket Park	0.18
Lutheran Park	Pocket Park	0.95
Olympic Sub	Pocket Park	0.70
Olympic Sub	Pocket Park	0.93
Olympic Sub	Pocket Park	0.39
Parkhill Triangle	Pocket Park	0.15
Primrose Park	Pocket Park	0.94
Racquet Club Heights	Pocket Park	0.57
Ramada Park	Pocket Park	1.19
Rehberg Ranch Park	Pocket Park	0.28
Rock Island Park	Pocket Park	0.26
Rush Sub	Pocket Park	0.17
SD 2-Beartooth	Pocket Park	0.80
Forest Park Sub	Pocket Park	0.07
Trails End Park	Pocket Park	0.40
West End Shop	Pocket Park	0.43

6.3.5 SPECIAL USE PARKS

Park Name	Classification	Size (Acres)
Cynthia Park	Special Use Park	37.73
Dehler Park	Special Use Park	9.37
Downtown Skate Park	Special Use Park	0.49
Par 3 Golf Course	Special Use Park	52.41

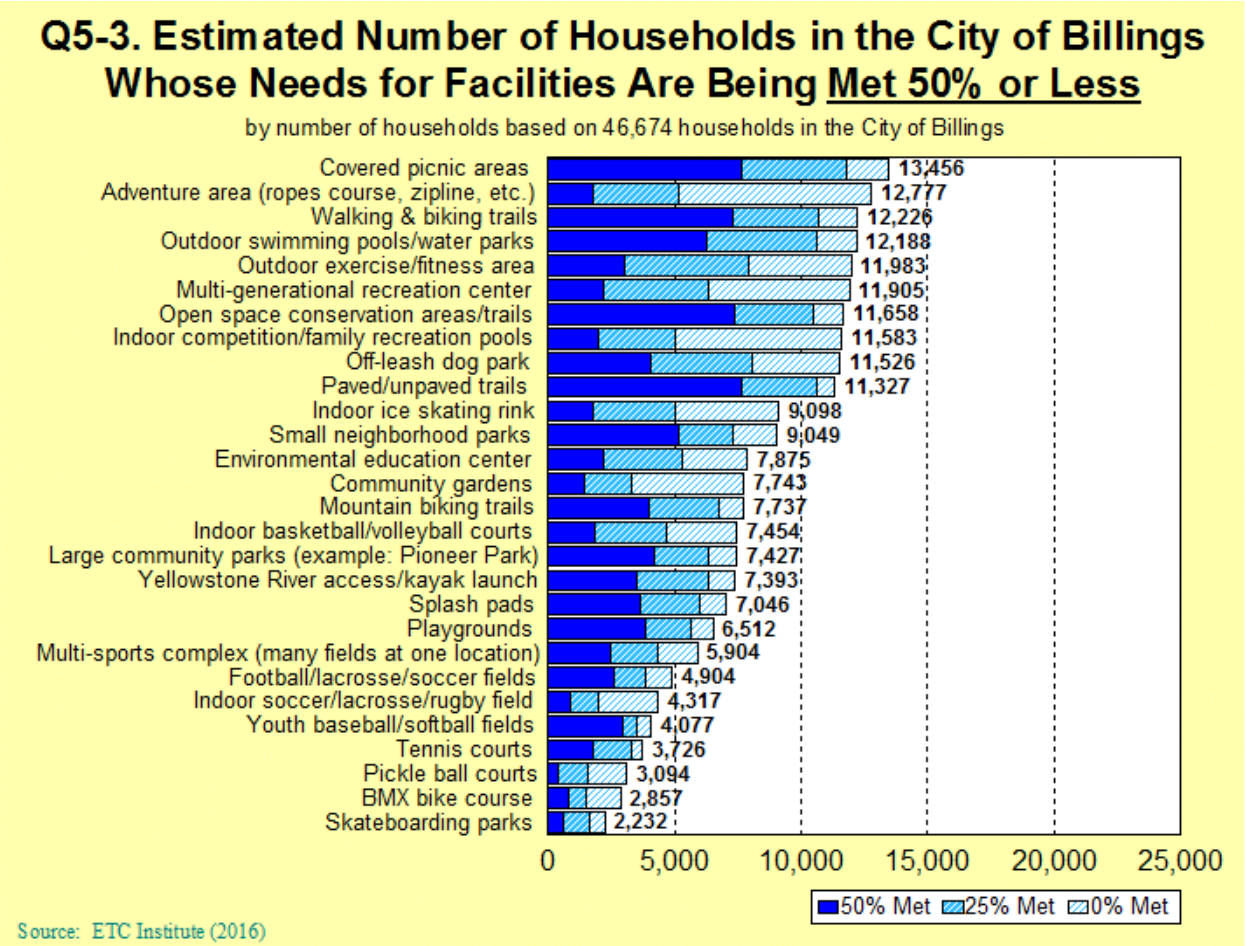
6.3.6 SPORTS COMPLEXES

Park Name	Classification	Size (Acres)
Amend Park	Sports Complex	56.78
Clevenger Park	Sports Complex	8.03
Poly Vista Park	Sports Complex	20.88
Stewart Park	Sports Complex	53.77

6.4 PARK AND FACILITY NEEDS ANALYSIS

6.4.1 MEETING PARK AND FACILITY NEEDS

In reviewing the current facility offerings against the desired facility offerings of the community, there is great need to expand or add facilities.



Respondents were asked to identify the level of need that their household had for 28 different recreation facilities in Billings and rate how well their needs for each facility were currently being met. Based on this analysis, ETC Institute was able to estimate the number of households in the community that had the greatest "unmet" need for various facilities.

- The three recreation facilities with the highest percentage of households that indicated a need for the facility were: covered picnic areas (29%), adventure area (27%), and walking and biking trails (26%). When ETC Institute analyzed the needs in the community, only one facility, covered picnic areas, had a need that affected more than 13,000 households. ETC Institute estimates a total of 13,456 households in the City of Billings have unmet needs for covered picnic areas. The estimated number of households that have unmet needs for each of the 28 facilities that were assessed is shown in the chart on the following below.

6.5 PARK AND FACILITY PRIORITY RANKINGS

The purpose of the Park and Facility Priority Rankings is to provide a prioritized list of facility/amenity needs for the community served by Billings Parks and Recreation. This model evaluates both quantitative and qualitative data.

- Quantitative data includes the statistically-valid community survey, which asked residents to list unmet needs and rank their importance.
- Qualitative data includes resident feedback obtained in community input, stakeholder interviews, staff input, local demographics, recreation trends, and planning team observations.

As illustrated previously, a weighted scoring system is used to determine the priorities for parks and recreation facilities. These weighted scores provide an overall score and priority ranking for the system as a whole. The results of the priority ranking are tabulated into three categories: High Priority (top third), Medium Priority (middle third), and Low Priority (bottom third).

Facility/Amenity	Priority
Walking and Biking Trails	High
Small Neighborhood Parks	
Off-Leash Dog Parks	
Covered Picnic Areas	
Indoor Recreation Center	
Large Community Parks	
Outdoor Swimming Pools/Water Parks	
Open Space/Conservation Areas/Trails	Medium
Adventure Area	
Indoor Competition Pool	
Outdoor Exercise Areas	
Playgrounds	
Indoor Ice Skating Rink	
Yellowstone River Access/Kayak Launch	
Community Gardens	Low
Splash pads	
Mountain Biking Trails	
Indoor Basketball Volleyball Courts	
Environmental Education Center	
Multi-Sports Complex	
Football/Lacrosse Fields	
Youth Baseball/Softball Fields	
Indoor Soccer/Lacrosse Fields	
Tennis Courts	
Pickeball Courts	
BMX Bike Course	
Skateboarding Parks	

6.6 LEVEL OF SERVICE STANDARDS RECOMMENDATIONS

Level of Service (LOS) standards are guidelines that define service areas based on population that support investment decisions related to parks, facilities and amenities. LOS standards can and will change over time as the program lifecycles change and demographics of a community change.

PROS evaluated park facility standards using a combination of resources. These resources included: National Recreation and Park Association (NRPA) guidelines; recreation activity participation rates reported by the Sports & Fitness Industry Association's (SFIA) 2016 Study of Sports, Fitness, and Leisure Participation as it applies to activities that occur in the United States and the Billings area; community and stakeholder input; and general observations. This information allowed standards to be customized to the Billings Parks, Recreation and Public Lands Department.

These LOS standards should be viewed as a guide. The standards are to be coupled with conventional wisdom and judgment related to the particular situation and needs of the community. By applying these standards to the population of Billings, gaps and surpluses in park and facility/amenity types are revealed. These standards should be used to inform decisions when planning to develop new parks, facilities, and amenities.

Currently, there are multiple needs to be met in Billings to properly serve the community now and in the future. The City of Billings currently provides a total LOS of 27.09 acres of parkland per 1,000 residents. The planning team has recommended to decrease the LOS standard to 22.45 acres/1,000 population as a goal. Though the recommendation is to reduce the LOS, park acreage will be needed in 2032 for two specific park classification types: Neighborhood Parks (24 acres) and Community Parks (150 acres). In addition to the above park acreage, the system is highly deficient in indoor recreation space – 120,000+ square feet - which is necessary to satisfy the programmatic needs of the community

Billings Service Level Standards

SERVICE LEVEL STANDARDS							2017 Facility Standards			2032 Facility Standards		
PARK TYPE	Billings Inventory	Other Inventory	Total Inventory	Recommended Service Levels; Revised for Local Service Area			Meet Standard/ Need Exists	Additional Facilities/ Amenities Needed		Meet Standard/ Need Exists	Additional Facilities/ Amenities Needed	
Pocket Parks	**26.69**	**-**	26.69	0.20	acres per	1,000	Meets Standard	-	Acre(s)	Meets Standard	-	Acre(s)
Neighborhood/School Parks	**150.44**	**485.56**	636.00	5.00	acres per	1,000	Meets Standard	-	Acre(s)	Need Exists	24	Acre(s)
Community Parks	**311.89**	**-**	311.89	3.50	acres per	1,000	Need Exists	80	Acre(s)	Need Exists	150	Acre(s)
Greenways/Linear Park	**67.41**	**-**	67.41	0.00	acres per	1,000	Meets Standard	-	Acre(s)	Meets Standard	-	Acre(s)
Special Use Parks	**447.58**	**-**	447.58	3.00	acres per	1,000	Meets Standard	-	Acre(s)	Meets Standard	-	Acre(s)
Sports Complex Parks	**139.46**	**-**	139.46	1.00	acres per	1,000	Meets Standard	-	Acre(s)	Meets Standard	-	Acre(s)
Cemeteries	**66.41**	**-**	66.41	0.50	acres per	1,000	Meets Standard	-	Acre(s)	Meets Standard	-	Acre(s)
Natural Resource/Conservation Parks	**1,023.12**	**220.85**	1,243.97	9.25	acres per	1,000	Meets Standard	-	Acre(s)	Meets Standard	-	Acre(s)
Undeveloped Parks	**122.58**	**-**	122.58	0.00	acres per	1,000	Meets Standard	-	Acre(s)	Meets Standard	-	Acre(s)
Total Park Acres	**2,328.89**	**706.41**	**3,035.30**	**22.45**	**acres per**	**1,000**						
OUTDOOR AMENITIES:												
Reservable Large Picnic Shelters	**17.00**		17.00	1.00	site per	4,500	Need Exists	8	Sites(s)	Need Exists	12	Sites(s)
Ball Diamond (60-foot bases)	**27.00**	**19.00**	46.00	1.00	site per	5,000	Meets Standard	-	Field(s)	Meets Standard	-	Field(s)
Ball Diamond (90-foot bases)	**8.00**	**3.00**	11.00	1.00	field per	9,000	Need Exists	1	Field(s)	Need Exists	4	Field(s)
Regulation Sports Field (Game Field, not School Sports Fields)	**17.00**	**-**	17.00	1.00	field per	4,500	Need Exists	8	Field(s)	Need Exists	12	Field(s)
Multi-Purpose Fields (Practice Field)	**17.00**	**19.00**	36.00	1.00	field per	4,500	Meets Standard	-	Field(s)	Meets Standard	-	Field(s)
Outdoor Sport Courts (basketball)	**22.00**	**43.50**	65.50	1.00	court per	5,000	Meets Standard	-	Court(s)	Meets Standard	-	Court(s)
Tennis Courts	**25.00**	**10.00**	35.00	1.00	court per	5,000	Meets Standard	-	Court(s)	Meets Standard	-	Court(s)
Playgrounds	**46.00**	**48.00**	94.00	1.00	site per	1,500	Meets Standard	-	Site(s)	Meets Standard	-	Site(s)
Dog Parks/Off leash Areas	**1.00**		1.00	1.00	site per	30,000	Need Exists	3	Site(s)	Need Exists	3	Site(s)
Disc Golf Course (location)	**4.00**		4.00	1.00	course per	35,000	Meets Standard	-	-	Meets Standard	-	-
Skate Parks	**1.00**		1.00	1.00	site per	50,000	Need Exists	1	Site(s)	Need Exists	2	Site(s)
Swimming Pool (indoor)	**-**	**3.00**	3.00	1.00	site per	30,000	Need Exists	1	Site(s)	Need Exists	1	Site(s)
Swimming Pool (outdoor)	**2.00**	**1.00**	3.00	1.00	site per	30,000	Need Exists	1	Site(s)	Need Exists	1	Site(s)
INDOOR AMENITIES:												
Recreation/Senior Center	**9,100.00**	**-**	9,100.00	1.00	SF per	person	Need Exists	102,935	Square Ft	Need Exists	122,997	Square Ft

Chapter Seven - CAPITAL IMPROVEMENTS

This section of the plan reflects the capital improvement recommendations that are necessary to fulfill the facility needs of the community. In order to plan and prioritize capital investments, the consulting team recommends that the parks and recreation department applies specific guiding principles that balances the maintenance of current assets over the development of new facilities. The departmental CIP framework is also utilized to determine and plan CIP projects and make budget decisions that are sustainable over time. These criteria (e.g., safety compliance, commitment, efficiency, revenue) and priorities are also focused on maintaining the integrity of the current infrastructure and facilities before expanding and/or enhancing programs and facilities.

The community, through this planning process, has indicated strong support for this concept of prioritization. Even with the indications of a modest economic turnaround, funding is not sufficient to take care of all existing assets and build new facilities.

The result is the recommendation to develop a three-tier plan that acknowledges a stark fiscal reality, leading to the continuous rebalancing of priorities and their associated expenditures. Each tier reflects different assumptions about available resources.

- **The Critical Alternative** has plans for prioritized spending within existing budget targets. The intention of this alternative is to refocus and make the most of existing resources with the primary goal being for the department to maintain services. The actions associated with the Fiscally Constrained Alternative address deferred maintenance at existing facilities and is funded through existing tax dollars.
- The **Sustainable Alternative** describes the extra services or capital improvement that should be undertaken when additional funding is available. This includes strategically enhancing existing programs, beginning new alternative programs, adding new positions, or making other strategic changes that would require additional operational or capital funding. In coordination with the City Manager's Office and City Council, the Parks and Recreation Department would evaluate and analyze potential sources of additional revenue, including but not limited to capital bond funding, partnerships, program income, grants, and existing or new taxes.
- The **Visionary Alternative** represents the complete set of services and facilities desired by the community. It is fiscally unconstrained but can help provide policy guidance by illustrating the ultimate goals of the community, and by providing a long-range look to address future needs and deficiencies. In this Master Plan, the Visionary Alternative addresses aging facilities to make improvements in operational effectiveness and the overall sustainability of the park and recreation system. Funding for visionary projects would be derived from partnerships, private investments and new tax dollars.

The following pages detail the recommended capital improvement projects – developed in conjunction with staff - for the three-tier spending plan.

7.1 CRITICAL RECOMMENDATIONS – MAINTAINING WHAT WE HAVE

This section outlines the projects that focus on the repair and lifecycle replacement of existing parks, facilities, and amenities.

CRITICAL IMPROVEMENTS		
Park	**Recommended Improvements**	**Cost**
Arrowhead Park	Playground and amenity replacement; parking lot resurfacing	$875,000
Boulder Park	Replace existing irrigation system with automated system	$100,000
Burg Park	Playground and amenity replacement	$225,000
Burlington Park	Replace existing irrigation system with automated system	$100,000
Central Park	Rebuild tennis courts; resurface parking lot; amenity replacement; installation of sod in the t-ball field to create more multi-purpose use of space	$1,100,000
Clevenger Park	Parking lot redesign/replacement	$650,000
Comanche Park	Playground and amenity replacement; replace existing irrigation system with automated system	$325,000
Eaton Park	Playground and amenity replacement	$225,000
Edgerton Park	Playground, shelter, restroom and amenity replacement	$550,000
Evergreen Park West	Playground and amenity replacement; replace existing irrigation system with automated system	$450,000
Gorham Park	Playground and amenity replacement	$250,000
Grand View Park	Replace existing irrigation system with automated system	$200,000
Harvest Sub #3	Amenity replacement	$27,500
Harvest Sub #7	Playground and amenity replacement	$225,000
Hawthorne Park	Conversion of wading pool to sprayground and replacement of shelter and restroom	$1,600,000
Heritage Park	Replace existing irrigation system with automated system	$100,000
Highland Park	Playground, sprayground (recirculating) and amenity replacement	$1,600,000
Kiwanis-Durland Park	Playground and amenity replacement	$225,000
Lillis Park	Playground and amenity replacement	$225,000
Mountview Cemetery	Repave roads and trails	$200,000
Millice Park	Playground and amenity replacement	$225,000
North Park	Replace existing irrigation system with automated system	$400,000
Phipps Park	Design and construct parking lot and refurbish trail	$550,000
Pioneer Park	Replace wading pool with sprayground	$1,850,000
Poly Visa Park	Replace existing irrigation system with automated system	$400,000
Ponderosa Park	Playground and amenity replacement; creation of ADA pedestrian access; replace existing irrigation system with automated system	$630,000
Primrose Park	Playground and amenity replacement	$225,000
Riverfront Park	Replacement of roads and parking lot; replace existing irrigation system with automated system	$3,100,000
Rose Park	Playground (2) replacement; resurfacing of parking lot; shelter upgrades	$1,100,000
Rosebud Park	Playground and amenity replacement	$225,000
Sacajawea Park	Resurfacing of parking lot and basketball courts, creation of ADA pedestrian access	$225,000
Spring Creek Park	Repair sidewalks; refurbish trail; replace existing irrigation system with automated system	$210,000
Streeter Park	Playground and amenity replacement	$225,000
Swords Rimrock Park	Design, construct parking lot; expand existing parking lot; reconstruct Black Otter Road	$1,600,000
Terry Park	Playground, sprayground (recirculating) and amenity replacement	$1,500,000
Uinta Park	Playground and amenity replacement	$225,000
Veteran's Park	Renovate baseball field; replace shelter; creation of ADA pedestrian access	$375,000
Walsh Park	Playground and amenity replacement	$225,000
	Critical Improvements Subtotal	**$22,542,500**

7.2 SUSTAINABLE RECOMMENDATIONS – IMPROVING WHAT WE HAVE

Options described in this section provide the extra services or capital improvement that could be undertaken when additional funding is available to meet need(s) with a focus on enhancements to existing facilities. The following provides a summary of the sustainable options recommended by the consulting team.

SUSTAINABLE IMPROVEMENTS		
Park	**Recommended Improvements**	**Cost**
Cameron Park	Installation of loop trail and picnicking amenities	$70,000
Edgerton Park	Improve pedestrian access to park	$30,000
Grandview Park	Improve pedestrian access to park and installation of loop trail	$100,000
High Sierra Park	Expansion of dog park and parking lot	$100,000
Kiwanis-Durland Park	Installation of loop trail	$70,000
Mountview Cemetery	Signage to identify of historical and exercise trails	50000.00
Millice Park	Installation of loop trail	$70,000
Parkland West -36th Street	Installation of loop trail	$70,000
Rehberg Park	Add picnicking amenities and benches	$70,000
Veterans Park	Installation of loop trail	$70,000
Walsh Park	Add picnicking amenities and benches	$70,000
	Sustainable Improvements Subtotal	**$770,000**

7.3 VISIONARY RECOMMENDATIONS – DEVELOPING NEW OPPORTUNITIES

Recommendations described in this section represent the complete set of services and facilities desired by the community. It is fiscally unconstrained but can help provide policy guidance by illustrating the ultimate goals of the community, and by providing a long-range look to address future needs and deficiencies. The following new development and redevelopment projects have been identified as relevant to the interests and needs of the community and are relevant to the City's focus because they feature a high probability of success.

VISIONARY IMPROVEMENTS		
Park/Action	**Recommended Improvements**	**Cost**
Trails	Implement trails master plan	$5,842,000
Multi-Generational Recreation Center	Conduct Feasibility Study and construct Multi-Gen Recreation Center	$30,000,000
Land Acquisition for Community Parks	Acquire 150 acres for development of new community parks	$9,000,000
Maintenance Yard - Heights	Add a maintenance yard in the Heights to reduce windshield time	$500,000
Maintenance Yard - West End	Add a maintenance yard in the West End to reduce windshield time	$500,000
Amend Park	Update park master plan	$50,000
Bitterroot Heights Park	Implement park master plan	$1,200,000
Castle Rock Park	Update park master plan	$50,000
Centennial Park	Implement park master plan	$3,400,000
Cottonwood Park	Develop park master plan	$100,000
Coulson Park	Develop park master plan	$50,000
Cynthia-High Sierra Park	Develop park master plan	$50,000
Daniels Sub Park	Develop park master plan	$50,000
Heritage Park	Develop park master plan	$50,000
Lampman Park	Implement park master plan	$2,000,000
Lutheran Park	Develop park master plan	$50,000
Meadowlark Park	Conduct wetland delineation study	$100,000
Mountview Cemetery	Develop park master plan to identify uses for undeveloped areas	$50,000
North Park	Update park master plan	$50,000
Optimist Park	Implement park master plan	$2,900,000
Palisades Park	Implement park master plan	$2,000,000
Pioneer Park	Implement park master plan	$1,000,000
Pow Wow Park	Implement park master plan	$400,000
River Rock Park	Implement park master plan	$800,000
Rolling Hills Park	Implement park master plan (furniture, fixtures and equipment)	$25,000
Rush Park	Implement park master plan	$700,000
Sally Ann Park	Develop park master plan	$50,000
South Park	Update park master plan	$50,000
Stewart Park	Update park master plan and conduct vehicular traffic study	$100,000
Terra West Park	Develop park master plan	$25,000
	Visionary Improvements Subtotal	**$61,142,000**

7.4 CAPITAL IMPROVEMENT SUMMARY

CAPITAL IMPROVEMENT PLAN SUMMARY	
Improvement Type	**Cost**
Critical	$22,542,500
Sustainable	$770,000
Visionary	$61,142,000
Grand Total	**$84,454,500**



7.5 OTHER RECOMMENDATIONS – DIVESTITURE OF PROPERTY

Through the analysis of property owned and maintained by the Department, the Consulting Team recommends that the City consider divesting of the following properties. The criteria utilized in determining this list can be found in Appendix D of this document.

PROPERTY DIVESTITURE	
Property	**Acreage**
Afflerbough Park	1.88
Afflerbough Park	4.23
Aronson Park	0.66
Beartooth Park	0.78
Blue Creek Park	1.86
Briarwood-Park on MacTavish Circle	0.15
Briarwood-Park on MacTavish Circle	0.53
Career Center Park	2.44
Cedar Park	3.95
Dick Logan Park	4.08
Dick Logan Park (Yellowstone County)	2.92
Eagle Ridge Sub Park in Blk 2	0.10
Golden View Park	1.81
Heritage Walk Park	0.23
Logan Park	1.93
Meadowlark lots	0.23
Meadowlark lots	0.24
Meadowlark lots	0.25
Meadowlark lots	0.22
Meadowlark lots	0.23
Meadowlark lots	0.25
Meadowlark lots	0.31
Parkland West Park	0.13
Racquet Club Heights	0.27
Racquet Club Heights	0.38
Ramada Park	1.19
Rimrocks Park (Wilshire)	2.36
Rocky Village PUD Park	2.00
Rocky Village PUD Park (Next to Rocky Col. Land)	1.48
Sahara Park	10.06
Shiloh Point Entry Landscape	0.14
Shiloh Point W Entry Landscape	0.11
Southgate area open space - Parks	0.97
Southgate open space	2.67
Summerhill Park	2.97
Windsor Court Park	1.99
Yellowstone Racquet Club Common Area	0.12
TOTAL ACREAGE	**56.11**

Chapter Eight - FUNDING OPTIONS

In order to continue to build and maintain the parks and recreation system, funding should be pursued for operations and capital improvement projects, such as those presented in this plan.

New, sustainable funding sources are essential to implementing a capital improvement plan. There is substantial potential for increasing revenues for the parks and recreation system while still providing affordable recreation opportunities. The following are high level funding options that should be vetted as the department updates its Master Plan and develops a one to ten-year capital improvement program in 2016:

8.1 CITY-WIDE PARK DISTRICT 1 FUNDING

It is recommended that the Billings City Council increase the assessment for the City-wide Park District 1 to create a sustainable funding source for the purposes of providing the park and recreation system services including:

- Maintenance, repair, replacement, upkeep, installation, improvement, operational enhancement, construction, reconstruction, land acquisition;
- Implementation of measures required to maintain public health and safety or meet legal or regulatory requirements;
- Purchasing, replacing, and/or maintaining equipment, tools and/or vehicles necessary to carry out park maintenance functions
- Any other functions, labor, supplies and/or materials necessary for management and maintenance of City-owned facilities, lands and equipment under the responsibility and care of the Parks, Recreation and Public Lands Department including but not limited to: public parks and park areas recreation facilities, trails, open space, urban forest, medians, boulevards, pathways, sidewalks, public easements, and other facilities which are located in the City limits and/or are owned by the City.

8.2 GRANTS

The grant market continues to grow annually. Grant writers and researchers are essential if the Department is to pursue grants. Matching dollars are required for most federal grants and many state grants. A detailed listing of grants available to the Department can be found in Appendix H of the plan.

8.3 FUNDING SOURCES FOR CRITICAL PROJECTS

8.3.1 COMMUNITY AND PARKS FOUNDATION

The Billings Parks, Recreation & Preservation Foundation is a joint-development funding source or operational funding source between a foundation and a government agency. The foundation operates as a non-profit organization, working on behalf of the public agency to raise needed dollars to support its vision and operational needs.

The dollars raised by the foundation are tax-exempt. Foundations promote specific causes, activities, or issues that a park-and-recreation system needs to address. They offer a variety of means to fund capital projects, including capital campaigns, gifts catalogs, fundraisers, endowments, sales of park-related memorabilia, etc.

Private donations may be received in the form of cash, securities, land, facilities, recreation equipment, art, or in-kind services. Donations from local and regional businesses as sponsors of events or facilities should be pursued.

8.3.2 FRIENDS ASSOCIATION

Friends associations are a foundation that typically are formed to raise money for a single purpose, such as a park facility or program that will better the community as a whole and, at the same time, meet special interests.

8.3.3 CORPORATE AND PERSONAL LEAD GIVING

Corporate and personal giving involves the department seeking corporate lead funds or personal lead gifts via a foundation partner or through personal contacts that are used to catalyze wider giving in support of a specific project or operation. The lead donations set the precedent for additional giving over a period of one year up to five years. Often those who have given or pledged contributions are invited to a recognition event, which may include additional opportunities for contribution through auctions, for example.

8.3.4 DONATIONS

Private donations are a popular form of fundraising by public agencies, particularly for facilities and services that are highly visible and valued by the public. Donations can be channeled through a foundation or conservancy aligned with the parks and recreation system's priorities. Donations can be made through one or more of the following methods:

- Donations of cash to a specific park or trail segment by community members and businesses
- Donations of services by large corporations to reduce the cost of park or trail implementation, including equipment and labor to construct and install elements of a specific park or trail
- Reductions in the cost of materials purchased from local businesses that support parks and trails implementation, and can supply essential products for facilities

8.3.5 PARTNERSHIPS – DEVELOPMENT AND/OR OPERATION

Partnerships are joint-development funding sources or operational funding sources formed from two separate agencies, such as two government entities, a non-profit and a public agency, or a private business and a public agency. Two partners jointly develop revenue-producing park and recreation facilities and share risk, operational costs, responsibilities, and asset management based on the strengths of each partner.

8.3.6 USER FEES

User fees are fees paid by a user of recreational facilities or programs to offset the costs of services in operating a park or a recreation facility, or in delivering programs. In Billings, facility usage is underpriced. A perception of "value" needs to be instilled in the community for the benefits the agency is providing to the user for exclusive use. Future fees could be charged by the agency based on cost-recovery goals for the parks and core recreation services, based on the level of exclusivity the user

receives compared to the general taxpayer. The consultant highly recommends that user fees for programs and facilities continue to be charged in order to create value and provide operational revenues.

8.3.7 RECREATION SERVICE FEES

This is a dedicated user fee, which can be established by local ordinance for the purpose of constructing and maintaining recreation facilities. The fee can apply to all activities that require a reservation. Examples of such activities include adult basketball, volleyball, tennis, and softball leagues, youth baseball, soccer, football and softball leagues, and special-interest classes. The fee allows participants an opportunity to contribute toward the upkeep of the facilities being used.

8.3.8 PARK REVOLVING FUND

This is a dedicated fund replenished on an ongoing basis from various funding sources such as grants, sponsorships, advertising, program-user fees, and rental fees within one or more parks. The agency could establish a revolving fund to supported maintenance at multiple parks.

8.3.9 ADVERTISING SALES

Advertising can occur with trash cans, playgrounds, dog parks, trails, flower pots, and as part of special events to pay for operational costs.

8.3.10 MAINTENANCE ENDOWMENT FUND

This is a fund dedicated exclusively for a park's maintenance and is funded by a percentage of user fees from programs, events, and rentals. The fee is paid by users and is added to a dedicated fund for facility and equipment replacement, such as fitness equipment, water slides, lights, artificial turf, and park-maintenance equipment.

8.4 FUNDING SOURCES FOR SUSTAINABLE PROJECTS

Each of these sources can be evaluated in more detail to determine the level of funding they would yield if pursued aggressively.

8.4.1 CAPITAL IMPROVEMENT FEES

Many park-and-recreation systems add a capital-improvement fee onto an existing user fee when they develop or enhance major recreation facilities. This is usually applied to golf courses, aquatic facilities, recreation centers, ice rinks, amphitheaters, and special-use facilities like sports complexes. The dollars gained either offset the cost of the capital improvement or the revenue bond that was used to develop or enhance the special-use facility. Once the capital improvement is paid off, the fee typically expires and is discontinued.

8.4.2 DEVELOPER CONTRIBUTIONS TO PARKS AND TRAILS

Many municipalities seek developer contributions for parklands and also for the development of trails that run through the property being developed. The developer perceives the enhanced value such improvements mean for her or his development. Park or trail dedication as a requirement of subdivision development is a reliable means for maintaining equity of access to parks and trails.

8.4.3 IRREVOCABLE REMAINDER TRUSTS

These trusts are established for individuals who typically have more than $1 million in wealth. They agree to leave a portion of their wealth to a park-and-recreation system in a trust fund that grows over time. The system is able to use a portion of the interest to support specific facilities or programs that are designated by the trustee.

8.4.4 PARK, OPEN SPACE, AND TRAIL BOND ISSUES

Agencies typically seek park bonds to meet park-related needs. The key is to use debt financing through bonds to address needs that are both unmet and clearly a community priority. It is best to propose a capital-bond project that serves a variety of users and needs. Even in the worst economic downturn, bond issues have been passing because communities are the direct recipient of the money, and it benefits families on a personal basis.

8.5 FUNDING SOURCES FOR VISION PROJECTS

8.5.1 CAPITAL IMPROVEMENT FEES

Many park-and-recreation systems add a capital-improvement fee onto an existing user fee when they develop or enhance major recreation facilities. This is usually applied to golf courses, aquatic facilities, recreation centers, ice rinks, amphitheaters, and special-use facilities like sports complexes. The dollars gained either offset the cost of the capital improvement or the revenue bond that was used to develop or enhance the special-use facility. Once the capital improvement is paid off, the fee typically expires and is discontinued.

8.5.2 PARK, OPEN SPACE, AND TRAIL BOND ISSUES

Agencies typically seek park bonds to meet park-related needs. The key is to use debt financing through bonds to address needs that are both unmet and clearly a community priority. It is best to propose a capital-bond project that serves a variety of users and needs. Even in the worst economic downturn, bond issues have been passing because communities are the direct recipient of the money, and it benefits families on a personal basis.

8.5.3 SALES TAX

One potential funding source for the parks and recreation system is an additional percentage sales tax that is committed to maintaining park sites, infrastructure, recreational fields, and trails. The advantage of a sales tax is that it collects revenues from both residents and non-residents who do business in Billings.

8.5.4 DEDICATED MILLAGE

This source provides the opportunity for the park-and-recreation system to demonstrate how well it is meeting the community's needs through a voter-approved millage. In the last five years in the United States, 93% of all park-related bond and millage issues have passed. Communities demonstrate the value of parks when given the opportunity to vote on an increase.

8.6 OTHER FUNDING SOURCES

8.6.1 LEASE BACKS

This is another source of capital funding wherein banks or private placement-fund companies develop a park or recreation attraction, complex by buying the land, developing a recreational attraction, and then leasing it back to the agency to pay off the land or capital costs over a 30- to 40-year period. Agencies may find this source attractive because typically they can increase operational budgets more easily than finding capital dollars to pay off the lease over a set period of time.

8.6.2 FRANCHISE FEE FOR UTILITY RIGHT-OF-WAYS

Many agencies have sold the development rights below the ground to utility companies for fiber optic lines, water, sewer, electricity lines, and cable conduits on a linear ft. basis. King County in Washington (Seattle) sold the development rights below its greenway network and generates $300,000 a year from the utilities involved.

8.6.3 CATERING PERMITS AND SERVICES

This allows caterers to work in the park-and-recreation system on a permit basis with a set fee or a percentage of food sales returning to the department. Many departments have their own catering-service contracts and receive a percentage (10-15%) from the sale of food and drinks. This may be most suitable for large or special events occurring on publicly-owned properties. Another form of fee income is the temporary business license.

8.6.4 PRIVATE CONCESSIONAIRES OPERATING WITHIN A LAND LEASE

Contracts with private businesses to provide and operate desirable recreational activities provide compensation to the agency through a land lease. Contractors may include coffee shops, grill and food concessions, small restaurants, ice cream shops, bicycle shops, farmers markets, and small l businesses. Land leases are usually based on 15% of the value of the land plus a percentage of gross revenues from the contractor on an annual basis.

8.6.5 TAX-ALLOCATION OR TAX-INCREMENT FINANCING DISTRICT

Commonly used for financing redevelopment projects, a Tax Allocation District (TAD) or a Tax Increment Financing (TIF) District involves the issuance of tax-exempt bonds to pay front-end infrastructure and eligible development costs in partnership with private developers and local businesses that benefit from the improvement. As development occurs in Billings, the “tax increment” resulting from redevelopment projects is used to retire the debt that was issued to fund the eligible redevelopment costs. The public portion of the redevelopment project funds itself using the additional taxes generated by the project. TADs or TIFs can be used to fund park improvements and development as an essential infrastructure cost. This approach works well in downtown redevelopment, regional park improvements, and in trail development. The City of Valparaiso, Indiana, has used this funding source extensively for redevelopment of its downtown area and pathways system.

Chapter Nine - SUBDIVISION REGULATION RECOMMENDATIONS

As the City of Billings continues to grow in population, it is important to implement changes to the City Subdivision Regulations to allow for "growth to pay for itself". The Consulting Team, in conjunction with staff from the Parks, Recreation and Public Lands and the Planning and Community Services Departments, identified, through research of other Montana municipalities, a number of improvements within the City's Subdivision Regulations as it relates to parkland development.

A complete listing of the recommendations can be found in Appendix G of the document. The key areas of recommendations are as follows:

- Park Typology Definitions
- Storm Drainage Facilities
- Watercourse and Irrigation Easements
- Ownership and Management of Open Space
- Design Standards for Planned Neighborhood Developments
- Parkland and Trail Dedication
- Storm water Detention/Retention in Parks
- Determining Cash Contribution for Parkland
- Required Supporting Documents for Major Preliminary Plat Applications

It is understood that adoption of the Comprehensive Parks and Recreation Master Plan does not constitute the approval of the specific recommendations found in the Appendix as a separate legislative process is necessary to amend the Subdivision Regulations. This legislative process is outlined below:

- The City of Billings Planning and Community Services Department would convene a meeting of other City Departments (and other subdivision reviews agencies as applicable) to discuss a list of proposed amendments to the regulations and include additional proposed changes from the group, as applicable, to develop a draft set of amended subdivision regulations for consideration.
- City staff would also likely share the proposed changes with local stakeholders in some forum (developers, Realtors, Builders, Consultants, etc.) for feedback prior to bringing the changes to the City Council for review and discussion.
- Proposed Amendments brought to City Council Work Session – Any additional items or direction received from Council at this meeting
- Planning Board would review proposed amendments at one meeting and then conduct a public hearing and make a recommendation to the City Council on the amendments at a second meeting (Public hearing would be advertised/noticed as per State Law for the Board's Hearing).
- City Council would receive Planning Board recommendation of amending the regulations at one of its regular meetings and conduct a public hearing (Public hearing would be advertised/noticed as per State Law for the Board's Hearing). The Council would consider a Resolution-to-Adopt the amended regulations after conducting the public hearing.
- If Council adopted the resolution, the amended regulations would go into effect and staff would notify stakeholders of the changes.

Chapter Ten - ADMINISTRATION

10.1 ADMINISTRATION KEY FINDINGS

- **General Policies and Procedures:** In conducting an analysis of the administrative policies and procedures that govern the Billings Parks, Recreation and Public Lands Department, the consulting team utilized the Commission for Accreditation of Park and Recreation Agencies (CAPRA) standards as the basis for the review. The analysis revealed that the Billings Parks, Recreation and Public Lands Department requires updates to or the development of new policies and procedures in the following areas:
    - Agency Authority, Role and Responsibility
    - Planning
    - Organization and Administration
    - Human Resources
    - Financial Management
    - Programs and Services Management
    - Facility and Land Use Management
    - Evaluation and Research

10.2 ADMINISTRATIVE FUNCTION KEY RECOMMENDATIONS

- **Performance Measures:** Performance measures in recent years have become the backbone of successful organizations. They have moved beyond the simple collection of facts that measure volume of work. The key components of modern performance measurement are:
    - **Outcomes** are the benefits or changes for participants in programs or recipients of services during or after the program or strategy is implemented.
    - **Inputs** are the physical, financial, and human resources allocated to or consumed to do work.
    - **Activities** are what the program or strategy does with the inputs provided. Activities include the tasks, steps, methods, techniques, and operations performed.
    - **Outputs** are the elements of operation or level of effort, the products or services resulting from the implementation or accomplishment of work.
    - **Efficiency** is measured by the unit cost required to perform the work in terms of dollars. "How well did the organization "use" the budget to perform work?"
    - **Effectiveness** is a service quality measure of the work performed. Effectiveness is measured in % of work set out to be performed.

PROS Consulting recommends that the department utilize the template provided as a separate stand-alone document to develop three to five key performance measures for each division, including but not limited to, cost recovery, recreation program service delivery, parks maintenance, aquatic management and senior center facility operations and services to determine and, in turn, communicate the level of

success they are achieving on an annual basis. Performance measure templates have been provided as a separate, stand-alone document.

- **Policies and procedures:** Though there are numerous policies and procedures that are in need of update or development, the Consulting Team recommends the following be developed and implemented within the next three to five years:

RECOMMENDED POLICIES & PROCEDURES	BENEFIT	DIVISION RESPONSIBLE
Acquisition and Divesting of Property	Process to formally acquire and divest property based on select criteria	Administration
Maintenance Standards	Provide consistent efficient and effective maintenance services	Parks Maintenance
Marketing Plan Guidelines	Increase awareness of and participation in programs, services and facilities; Build Advocacy	Administration
Partnership Policy	Create balanced, win-win partnerships	Administration
Pricing Policy	Policy developed on classification of services and level of benefit received; increase revenue	Administration/Recreation
Recreation Program Standards/Evaluation	Provide consistent delivery and evaluation of recreation programs as well as cost of service	Recreation
Sponsorship Policy	Increase earned income to offset program expenditures	Administration
Training	Continuity of organization, administration and delivery of services	All
Work Order Management System	Track maintenance work completed and cost of service for work	Parks Maintenance

The consulting team has provided templates for the majority of these policies and procedures in the Appendix A-F of this plan.

Chapter Eleven - STRATEGIC IMPLEMENTATION MATRIX

The consultant synthesized its findings to develop a framework of strategic recommendations for the City of Billings Parks, Recreation and Public Lands Department. The Community Values Model features recommended strategies that align with four major categories of best practices: Park Land and Trails, Facilities, Programming and Operations and Staffing.

The Community Values Model should be evaluated and refined as political and economic circumstances shift and be used to validate the vision and mission of Billings. A complete implementation plan matrix, including tactics, accountability, timelines and performance measures, will be provided as a separate document.

	Community Vision for Park Land and Trails Community Mandates
	Create great parks and trails that create a sense of place that makes living in Billings the place to be.
Strategy	Develop and implement a land acquisition policy to ensure the growth of the system in commensurate with that of the City of Billing's population utilizing the level of service standards that were developed as part of the master plan.
Strategy	Develop a network of parks, trails and open spaces that protect the natural areas in Billings, connect to population centers that will support the needs of all residents through well designed parks and recreation amenities.
Strategy	Develop hard surface trails that create a network of accessibility and equity.
Strategy	Adopt Design Principles for each type of park (neighborhood, community, regional, special use, sports complex) to guide landscape architects and design architects to follow and for the operational staff to follow when the amenity or park is developed.
Strategy	Determine which parks are to be defined as Legacy Parks that frame the highest quality of land management maintenance and park related services that everyone in the community can identify with its purpose for recreation and in selling the quality of life aspects for living in Billings.
Strategy	Ensure Healthy Biodiversity.
Strategy	Update a lifecycle asset management plan for the Department.
Strategy	Implement the Trails Master Plan in concert with the Parks and Recreation Master Plan process to highlight updating existing trails, increasing access and connectivity but adding new trails to developing areas in the City.
Strategy	Encourage trails to be funded and built in appropriate areas of the City and to be maintained by private entities.

	Community Vision for Facilities
	Create signature recreational facilities that support all ages and make living in Billings the best place to live, work, and play.
Strategy	Construct a multi-generational community recreation center to support a higher level of users to keep up with the demands of residents.
Strategy	Create recreation amenities desired by the community as it applies to the future approved level of service standards in the Master Plan.
Strategy	Consider program themes for park and facility updates to maximize use and value.
Strategy	Consider updating existing parks to maximize use for residents by increasing or improving basic amenities.

	Community Vision for Programming
	Increase community participation in programs to 35%.
Strategy	Refine core program services.
Strategy	Track program lifecycles of programs and drop programs in their down cycle by adding new programs to take their place.
Strategy	Create additional marketing strategies to inform residents of the services being provided.
Strategy	Develop a yearly program plan specifically for the core program areas.
Strategy	Create equitable partnerships across the system with sports and not-for-profit groups.
Strategy	Continue to grow the department's marketing and outreach to target current and potential users through additional mediums and Web 2.0 technology.
Strategy	Continue developing the volunteer system that builds advocacy and support for the park and recreation system.
Strategy	Continue to develop special events as a core service and economic tool for the City.

	Community Vision for Operations and Staffing
	Empower and prepare the Department.
Strategy	Ensure job descriptions are reviewed and updated, and a complete salary assessment is done every five years to meet pay levels that keep salaries competitive.
Strategy	Institute demonstrated management practices and measure performance in parks and recreation services.
Strategy	Consider updating the City-Wide Park District 1 assessment to fully support operations and maintenance needs.
Strategy	Allow the Department to keep revenues earned to support operational costs.
Strategy	Develop earned income opportunities to support capital and operational needs.
Strategy	Seek to become 60% self-supporting from user fees, permits, reservations, earned income and effective partnerships.
Strategy	Develop a long term financial plan that is consistent with the goals of the City and supports the initiatives and strategies reflected in the Master Plan to ensure long term sustainability.



Chapter Twelve - CONCLUSION

The City of Billings Parks, Recreation and Public Lands Comprehensive Master Plan was developed to provide the organization a roadmap for the future using knowledge gained from an excellent legacy of history and current day practices. The planning process incorporated a comprehensive series of discovery and analysis strategies to understand the workings of the organization and included a strong community engagement process.

The Parks and Recreation Master Plan Update includes a system-wide approach for accomplishing short and long-term goals, initiatives, tactics and measurements to ensure that as the City grows in population that the Department does so as well – effectively, efficiently and sustainably – while providing world-class services, programs, parks, and facilities to the community for many years to come.



APPENDIX A - RECREATION AND SENIOR PROGRAM STANDARDS

Recreation program standards are developed to support core recreation services. The standards focus on delivering a consistent high-quality experience while achieving operational and cost recovery goals as well as marketing and communication standards that are needed to create awareness and customer loyalty.

To assist staff in its continual pursuit of delivering high quality consistent programs to the community and in achieving the cost recovery goals, the following are the standards by which programs need to be developed and administered.

HIGH-QUALITY EXPERIENCE STANDARDS

For core services, the following standards must be in place to promote a high-quality experience:

- Instructor or program coordinators' qualifications are consistent with in-the-field experience in the program specialty for which they are responsible.
- The instructor-to-participant ratios are appropriate for the participant to feel safe and attended to.
- The program is provided in the appropriate safe and clean recreation space, either indoor or outdoor, designed for that program.
- Minimum and maximum numbers of participants are set for the program or class that will allow for a high-quality experience.
- Recreation equipment or supplies that are used by the participant are high quality, safe, and appropriate for the participants to use or consume.
- The length of the program is commensurate with the attention capability of the participants to respond effectively and enjoy themselves in the activity.
- Appropriate support staff or volunteers are in place to help guide participants and support teachers or program supervisors.
- Staff is trained in first aid and CPR. Volunteers are trained in first aid and CPR when appropriate.
- A first aid kit is readily available and accessible in less than a minute.
- Staff and volunteers are trained in customer service and diversity training to make all participants feel welcome and appreciated.
- Customer feedback methods are in place to seek input from participants on their expectations of the program and the results of their experience. This should include pre- and/or post-evaluation focus groups or trailer calls.
- Pricing of services is explained to participants and/or parents on the level of investment they are making in the program and the level that Billings Parks, Recreation and Public Lands Department is investing in their experience.
- Each instructor or program supervisor will be provided a toolbox that includes their class or program roster, with phone numbers or email addresses, name tags for participants, customer evaluations for users, registration forms, a program guide, pertinent recreation information and

emergency phone numbers, thank you cards for participants at the end of the class, and an introduction sheet of what will occur in the program or class, how it will be conducted, and what outcomes we hope to achieve.

- All class or program policies are available to the instructor or program supervisor to adequately explain policies to the user.
- Appropriate recognition and awards are given at the end of the program to participants based on outcomes achieved or skills learned.
- New staff, volunteers, and contract employees working with children will have background checks.
- Any disciplinary actions taken by an instructor or program supervisor with a program participant will be written and documented.
- Class, program curriculum, or work plans will be prepared by the instructor and program supervisor before the class or program begins and is signed off by the appropriate program staff within the Parks and Recreation Department.
- Staff will be dressed in the appropriate Billings recreation uniform that includes a nametag.
- Drivers that transport participants must have the appropriate license, certifications, and authorization.
- Equipment or program space will be inspected prior to the class or program; noted by the instructor or program supervisor; and recorded daily, weekly, and monthly.
- Performance measures tracked will be shared with instructors or program staff at the end of each session.
- Exit interviews will be conducted with part-time staff before they leave each season and noted in their file as to re-hire or not.
- A class or program budget will be prepared for each activity and shared with the instructor or supervisor on how class monies are spent. Final budget results will be documented at the end of the program area and shared with the supervisor or manager.
- Appropriate required licenses and certifications set by law will be reviewed and filed before programs begin.

OPERATIONAL AND PRICING STANDARDS FOR PROGRAMS

- Pricing of services will be established based on cost-of-services and overlaid into programs or classes based on primetime and non-primetime rates, location, time, age segment, group, and level of exclusivity that users receive over and above use by general taxpayers. Staff will be trained in setting prices.
- Scholarship programs will be in place for those that require financial assistance in order to participate in Billings Parks, Recreation and Public Lands Department recreation facilities and programs.

- Quarterly results of cost of service for programs will be posted and shared with staff on all services regardless of whether they are underperforming, meeting, or exceeding the recovery goals.
- Each year, competitor and other service providers will be benchmarked and evaluated for changes they are making and how they compare with division efforts in their core services provided.
- Partnerships with core program services will be updated yearly, their level of contribution will be documented, and tracking performance measures will be shared with each partner.
- Non-core services will be evaluated yearly and reduced, eliminated, or transferred to other service providers reducing the impact on staff time.
- Maintenance and recreation staff will discuss standards for programs taking place in recreation amenities in Billings Parks, Recreation and Public Lands Department annually.

APPENDIX B - SPONSORSHIP POLICY

PURPOSE AND GOAL

The goal of this sponsorship policy is to provide guidelines for the Billings Parks, Recreation and Public Lands Department to gain support from external financial resources. It will establish procedures to coordinate efforts to seek sponsorships with the corporate community, business partners, and not for profit partners to enhance services of the Billings Parks, Recreation and Public Lands Department. It is designed to ensure that all marketing of sponsorships support the Billings Parks, Recreation and Public Lands Department's goals for services to the community and remain responsive to the public's needs and values. This Sponsorship Policy will recognize that corporate and business sponsorships provide an effective means of generating new revenues and alternative resources to support Billings Parks, Recreation and Public Lands Department Foundation's facilities and programs. The policy will ensure that the corporate, business or not for profit sponsorships will not result in any loss of Billings Parks, Recreation and Public Lands Department's jurisdiction or authority.

GUIDING PRINCIPLES

The institution of the Sponsorship Policy will establish guidelines and principles to maintain flexibility in developing mutually beneficial relationships between the Billings Parks, Recreation and Public Lands Department and corporate, business, and not for profit sectors.

The recognition for sponsorships must be evaluated to ensure the Billings Parks, Recreation and Public Lands Department is not faced with undue commercialism and is consistent with the scale of each sponsor's contribution.

There will be restrictions on sponsors whose industries and products do not support the goals of the Billings Parks, Recreation and Public Lands Department on the services provided to the community and to remain responsive to the public's needs and values.

EXPECTED OUTCOMES AND BENEFITS

- Acquire revenue from sources to enhance the Billings Parks, Recreation and Public Lands Department programs and facilities
- Sponsorship is a way of contributing to the community while promoting the sponsor's business and brand awareness
- A number of Billings Parks, Recreation and Public Lands Department events, programs and amenities may take place in the community because of the sponsor's financial contribution
- Sponsors will get a "return on sponsorship." The sponsor looks forward to the community becoming familiar with the sponsor and/or its services and becomes a customer through the partnership with the Billings Parks, Recreation and Public Lands Department
- Sponsorships help to raise the awareness of the Billings Parks, Recreation and Public Lands Department and builds its image in the community
- Events, programs, facilities, plus maintenance of properties and recreation areas will be affordable to the community because of the financial contributions that sponsors can provide to the Billings Parks, Recreation and Public Lands Department

GUIDING PROCEDURE FOR IMPLEMENTATION AND MANAGEMENT

- The Billings Parks, Recreation and Public Lands Department will put out annually an ad in the local newspaper to advertise the opportunities for sponsorships for the coming year.
- Seek sponsors directly via a proposal request by staff.
- The Billings Parks, Recreation and Public Lands Department may put their sponsorships out for auction at an auction event. The following process will be required when Billings Parks, Recreation and Public Lands Department is involved in a sponsorship

PROCESS SUBMIT FOR A SPONSORSHIP PROPOSAL

- All proposals for sponsorship must be submitted in writing on a Sponsorship Proposal form to the Billings Parks, Recreation and Public Lands Department.
- The Director or his designee will review the proposal and make a decision on the proposal.
- The Director will draft a sponsorship agreement. The agreement will include the contract relationship, the term and renewal opportunities; description of the program, facility, property, natural area or event to be sponsored; description of fees and/or benefits provided to the Billings Parks, Recreation and Public Lands Department, the marketing rights and benefits provided to the sponsor, termination provisions, and performance measures expected on behalf of the sponsor and the Billings Parks, Recreation and Public Lands Department.
- All sponsorships require payment in advance by the sponsors at the contract signing of the sponsorship agreement made out to the City of Billings Parks, Recreation and Public Lands Department.
- The Director may use, but is not limited to the following criteria when evaluating a sponsorship proposal; in all cases, the Director will have the prerogative to accept or reject a proposal:
    - Compatibility of the sponsor's products, customers and promotional goals with the Billings Parks, Recreation and Public Lands Department's goals.
    - The sponsor's past record of involvement with the Billings Parks, Recreation and Public Lands Department and other community projects.
    - The timeliness or readiness of the sponsor to enter into an agreement.
    - The actual cash value, or in-kind goods or services of the proposal in relation to the benefit to the sponsor and the Billings Parks, Recreation and Public Lands Department.
    - Potential community support for or opposition to the proposal.
    - The operating and maintenance costs associated with the proposal on behalf of the Billings Parks, Recreation and Public Lands Department.
    - The sponsor's record of responsible environmental stewardship.
- All sponsorship activities once approved will be coordinated by the Director.
    - The Director will be responsible to work with staff on making sure the terms of the agreement are followed as outlined and provide assistance and advice to staff of the Billings Parks, Recreation and Public Lands Department and the sponsors.

- Provide guidance to the sponsor regarding the interpretation and application of this policy.
- Review and assist in the development of the sponsorship agreement as requested.

- Track and report the results and outcomes of the sponsorship agreement as outlined. All sponsors will have a responsible party and an executed agreement.
  - Each sponsor involved in the sponsorship will designate a person to be responsible for their portion of the contract and/or agreement.
  - The contract or agreement will outline appropriate terms and timeliness to be implemented by each party.

SPONSORSHIP PRICING POLICY PROCEDURES

Once the proposals have been submitted the staff will evaluate these proposals as outlined.

- Set objectives, baselines and articulate measurable objectives to be achieved with the sponsorship dollars.
- Know the sponsorship costs both (direct/indirect) and level of cost recovery as it applies to the Billings Parks, Recreation and Public Lands Department.
- Create a measurement plan and determine what will be measured and what measures will be used to demonstrate the effectiveness of the sponsorship.
- Implement the measurement plan—visibility, communications and visitor behavior.
- Calculate "return on sponsorship"—analyze, communicate and revise as needed.
- Meet with the sponsor to review the final contract and expectations with timelines to be completed
- All promotional pieces developed by the sponsor for their involvement with the Billings Parks, Recreation and Public Lands Department must be approved in advance before it goes public.

EVALUATION OF THE SPONSORSHIP

Once the sponsorship effort has been completed, staff from the Billings Parks, Recreation and Public Lands Department will meet with the sponsor to review the results and discuss changes that need to occur if appropriate and make a decision about supporting the next sponsorship effort. The results of the meeting will be presented to the Billings Parks, Recreation and Public Lands Department.

SPONSORSHIP OPPORTUNITIES

The following opportunities have been identified as sponsorship opportunities for the coming year:

- Program Guide
- Special Events
- Food for Programs and Events
- Drink Sponsor
- Event Sponsor
- Give-a-ways at events

APPENDIX C - PARTNERSHIP POLICY

Today's economic climate and political realities require the Billings Parks, Recreation and Public Lands Department to seek productive and meaningful partnerships in order to deliver high quality and seamless services to the needs of the community over the next 10 years. The following sections provide an overview of opportunities and strategies for developing partnerships within the community that position the Department as the hub of a network of related providers and partner organizations.

POLICY FRAMEWORK

The initial step in developing multiple partnerships in the community that expand upon existing relationships (e.g., agreements with schools for gymnasium, classroom, auditorium, and field usage, etc.) is to have an overall partnership philosophy that is supported by a policy framework for establishing and managing these relationships. The policies recommended below will promote fairness and equity within existing and future partnerships while helping staff members to avoid conflicts internally and externally. The recommended partnership principles are as follows:

- All partnerships require a working agreement with measurable outcomes and evaluation on a regular basis. This should include reports to the Division on the performance of the partnership vis-à-vis the agreed-to goals and objectives.
- All partnerships should track costs associated with the partnership investment to demonstrate the appropriate shared level of equity.
- A partnership culture should emerge and be sustained that focuses on collaborative planning on a regular basis, regular communications, and annual reporting on performance.

The following policies are recommended for implementation by the Billings Parks, Recreation and Public Lands Department staff over the next several years.

PARTNERSHIP POLICIES AND PRACTICES

Partnerships can be pursued and developed with other public entities, such as neighboring cities, schools, colleges, state or federal agencies; private, non-profit organizations; and private, for-profit organizations.

ALL PARTNERSHIPS

- Each partner will meet with or report to the Billings Parks, Recreation and Public Lands Department staff on a regular basis to plan activities and shared activity-based costs.
- Partners will establish measurable outcomes and work through key issues in order to meet the desired outcomes.
- Each partner will focus on meeting the balance of equity agreed to and will track investment costs accordingly.
- Measurable outcomes will be reviewed quarterly and shared with each partner, with adjustments made as needed.
- A working partnership agreement will be developed and monitored together on a quarterly or as-needed basis.
- Each partner will assign a liaison to each relevant City agency for communications and planning purposes.

- If conflicts arise between partners, the Director of the Billings Parks, Recreation and Public Lands Department or his designee, along with the other partner's highest-ranking officer assigned to the agreement will meet to resolve the issue(s) in a timely manner. Any exchange of money or traded resources will be based on the terms of the partnership agreement. Each partner will meet with the other partner's respective board or managing representatives annually to share updates and report the outcomes of the partnership agreement.

PARTNERSHIPS WITH PRIVATE, FOR-PROFIT ENTITIES

The recommended policies and practices for public/private partnerships that may include businesses, private groups, private associations, or individuals who desire to make a profit from the use of City facilities or programs are detailed below. These can also apply to partnerships where a private party wishes to develop a facility on city property, provides a service on city-owned property, or has a contract to provide a task or service on the City's behalf at Billings Parks, Recreation and Public Lands Department facilities. These partnership principles are as follows:

- Upon entering into an agreement with a private business, group, association, or individual, the Billings Parks, Recreation and Public Lands Department staff and City leadership should recognize that the importance of allowing the private entity to meet its financial objectives within reasonable parameters that protect the mission, goals, and integrity of the City.
- As an outcome of the partnership, the Billings Parks, Recreation and Public Lands Department must receive a designated fee that may include a percentage of gross-revenue dollars less sales tax on a regular basis, as outlined in the contract agreement.
- The working agreement of the partnership must establish a set of measurable outcomes to be achieved, as well as the method of monitoring those outcomes. The outcomes will include standards of quality, financial reports, customer satisfaction, payments to the City, and overall coordination with the Division for the services rendered.
- Depending on the level of investment made by the private contractor, the partnership agreement can be limited to months, one year, or multiple years.
- If applicable, the private contractor will provide a working management plan annually to ensure the outcomes desired by the Billings Parks, Recreation and Public Lands Department. The management plan will be negotiated if necessary. Monitoring the management plan will be the responsibility of both partners. The Department should allow the contractor to operate freely in its best interest, as long as the agreed-to outcomes are achieved and the terms of the partnership agreement are adhered to.
- The private contractor should not lobby the Billings City Council for initial establishment or renewal of a contract. Any such action will be cause for termination of the contract. All negotiations must be with the Department Director or that person's designee.
- The Billings Parks, Recreation and Public Lands Department has the right to advertise for privately- contracted partnership services or to negotiate on an individual basis using a bid process based on the professional level of the service to be provided.
- If conflicts arise between both partners, the highest-ranking officers from both sides will try to resolve the issue before turning to litigation. If no resolution can be achieved, the partnership shall be dissolved.

PARTNERSHIP OPPORTUNITIES

The recommended partnership policies encourage four classifications of partner – public not-for-profit, public for-profit, private not-for-profit, and private for profit. This section of the partnership plan further organizes partners within these classifications as having an area of focus relevant to the type of service/benefits being received and shared. The five areas of focus are:

- Operational Partners – Other entities and organizations that can support the efforts of the Billings Parks, Recreation and Public Lands Department to maintain facilities and assets, promote amenity- and recreation-usage, support site needs, provide programs and events, and/or maintain the integrity of natural/cultural resources through in-kind labor, equipment, or materials
- Vendor Partners – Service providers and/or contractors that can gain brand association and popularity as a preferred vendor or supporter of the Billings Parks, Recreation and Public Lands Department in exchange for reduced rates, services, or some other agreed-upon benefit.
- Service Partners – Organizations and/or friends-of-recreation groups that support the efforts of the Billings Parks, Recreation and Public Lands Department to provide programs and events, including serving specific constituents in the community collaboratively.
- Co-branding Partners – Organizations that can gain brand association and notoriety as a supporter of the Billings Parks, Recreation and Public Lands Department in exchange for sponsorship or co-branded programs, events, marketing and promotional campaigns, and/or advertising opportunities.
- Resource Development Partner – Organizations with the primary purpose to leverage private-sector resources, grants, other public-funding opportunities, and resources from individuals and groups within the community to support the goals and objectives of the Billings Parks, Recreation and Public Lands Department in mutually-agreed-to strategic initiatives.

APPENDIX D - LAND ACQUISITION AND DIVESTITURE GUIDELINES

ACQUISITION CRITERIA

A challenge found in many municipal regulations is that the design standards for what constitutes high-quality parklands are not adequately detailed. This ambiguity can result in the designation of lands that are largely unusable as public parks. The following recommended changes to City of Billings' regulations are intended to improve the quality of donated parklands as usable public parks with meaningful recreational value.

Recreation Parks

If the parcel is intended to become a recreation park, it should provide a benefit to the area that surrounds it. The following questions can help determine the value of the parcel. These questions are relative to the park's classification (pocket, neighborhood, community, or regional) and general location (rural or urban).

Basic Attributes

1. Is the land of an appropriate size and shape?
2. Is the character of the land (topography, drainage, soils, etc.) appropriate?
3. Does the land have inherent economic value comparable to the lands adjoining it?
4. Is this land suitable, upon development, to provide the recreation experiences designated for the area?
5. Would the use of this land (as specified by its classification) harm the natural environment?

Location

1. Is the land situated appropriately?
2. Would this land contribute to the equitable distribution of parks in the planning region?

Access

1. After completion, would this land, upon casual observation, be easily identifiable as a public park?
2. Will the land be appropriately accessible to the public?

Developments

1. Is the supporting infrastructure (utilities, access, etc.) available in the form and scale needed?
2. Is the land free of infrastructure (high-tension power lines, sewage lagoons, etc.) that would limit appropriate park uses?
3. Is the land free of easements (drainage, effluent disposal, mineral extraction, motorized access, etc.) that would limit appropriate park uses?
4. Does the land have any special cultural or historical significance?

Hazards and Costs

1. Are there physical hazards, limitations or restrictions that would hinder the intended use of the land?
2. Would the benefits offered by this land outweigh the potential liabilities?
3. Would the benefits offered by this land outweigh foreseeable maintenance costs?

Contribution to the Park System

1. Does the land complement other nearby parklands?
2. Does the land serve as a linkage or corridor to other parklands?
3. Do non-motorized travel-ways exist between this park and residences, schools, and other parks and open space?

Harmonious Existence with the Built Environment

1. Would the use of this land (as specified by its classification) conflict with adjacent land use?
2. Does adjacent land use conflict with the intended uses of this land?

Conservation Parks

If the parcel is intended to become a conservation park, it should provide for the protection of important natural values. The following questions can help determine the value of the parcel:

Physical Landform

1. Does the land contain a riparian area?
2. Does the land contain unique geomorphic features?
3. Is the landform essentially in its natural state, or can it be returned to such a state?

Flora and Fauna

1. Does the land serve an important biological purpose in the area?
2. Is the majority of the vegetation native to the area?
3. Does the land contain habitat unique to the area?
4. Does a diversity of plant species exist on the site?
5. Does a diversity of animal species exist on the site?
6. Is the land large enough and of high-enough quality to provide self-contained habitat?
7. Does the land provide for wildlife linkages to other habitat areas?
8. Do any sensitive or rare plant or animal species live on or use this land?
9. Does the land buffer adjacent lands that contain sensitive or rare plants or animals?
10. Is the habitat largely unaltered from its natural state, or can it be restored to such a state?

Human Uses

1. Will human use of this land harm the natural habitat?
2. If the land is intended to serve as a non-motorized linkage to other areas, is it suitable for such a purpose?
3. Does the land provide educational opportunities?
4. Is the land threatened by other uses?

Contribution to the Conservation Land System

1. Is the land in an area identified as having important natural resources?
2. Does the land link other conservation lands?
3. Does the land contribute to the diversity of conservation lands in the area?

Harmonious Existence with the Built Environment

1. Does (or will) adjacent land use degrade the naturalness of the land?
2. Will it be possible to prevent intrusions from undesirable plants, domestic animals, and other threats?

DIVESTING CRITERIA

Another challenge associated with many municipal regulations is that the criteria for disposal of parklands are not adequately detailed. This ambiguity has resulted in the designation of lands that are largely unusable as public parks. The following recommended changes to City of Billings' regulations are intended to provide guidelines for the divestiture of parklands that do not have meaningful recreational value.

Recreation Parks

If the parcel is intended to remain a recreation park, it should provide a benefit to the area surrounding it. The following questions can help determine if the parcel has value as a park. These questions are relative to the park's classification (pocket, neighborhood, community, or regional) and general location (rural or urban).

Basic Attributes

1. Is the land of an appropriate size and shape?
2. Is the character of the land (topography, drainage, soils, etc.) appropriate?
3. Does the land have inherent economic value comparable to the lands adjoining it?
4. Is this land suitable for the recreation experiences intended for the area?
5. Is the use of the land causing harm to the natural environment?

Location

1. Is the land situated appropriately?
2. Does the land contribute to the equitable distribution of parks in the planning region?

Access

1. Is the land, upon casual observation, easily identifiable as a public park?
2. Is the land appropriately accessible to the public?

Developments

1. Is the supporting infrastructure (utilities, access, etc.) available in the appropriate form and scale needed?
2. Is the land free of infrastructure (high-tension power lines, sewage lagoons, etc.) that would limit appropriate park uses?
3. Is the land free of easements (drainage, effluent disposal, mineral extraction, motorized access, etc.) that would limit appropriate park uses?
4. Does the land have any special cultural or historical significance?

Hazards and Costs

1. Are there physical hazards, limitations or restrictions that hinder the use of the land?
2. Do the benefits offered by this land outweigh the potential liabilities?
3. Do the benefits offered by this land outweigh current and future maintenance costs?
4. Is the park continually subjected to criminal uses or occupation?

Contribution to the Park System

1. Does the land complement other nearby parklands?
2. Does the land serve as a linkage or corridor to other park lands?
3. Do non-motorized travel-ways exist between this park and residences, schools, and other parks and open space?

Harmonious Existence with Built Environment

1. Does the use of this land (as specified by its classification) conflict with adjacent land use?
2. Does adjacent land use conflict with the uses of this land?

Conservation Parks

If the parcel is a conservation park, it should provide for the protection of important natural values. The questions that follow can help determine the value of the parcel.

Physical Landform

1. Does the land contain a riparian area?
2. Does the land contain unique geomorphic features?
3. Is the landform essentially in its natural state, or can it be returned to such a state?

Flora and Fauna

1. Does the land serve an important biological purpose in the area?

2. Is the majority of the vegetation native to the area?
3. Does it contain habitat unique to the area?
4. Does a diversity of plant species exist on the site?
5. Does a diversity of animal species exist on the site?
6. Is the land large enough and of high-enough quality to provide self-contained habitat?
7. Does the land provide for wildlife linkages to other habitat areas?
8. Do any sensitive or rare plant or animal species live on or use this land?
9. Does the land buffer adjacent lands that contain sensitive or rare plants or animals?
10. Is the habitat largely unaltered from its natural state, or can it be restored to such a state?

Human Uses

1. Does human use of this land harm the natural habitat?
2. Does the land serve as a non-motorized linkage to other areas?
3. Does the land provide educational opportunities?
4. Is the land threatened by other uses?

Contribution to the Conservation Land System

1. Is the land in an area identified as having important resources?
2. Does the land link other conservation lands?
3. Does the land contribute to the diversity of conservation lands in the area?

Harmonious Existence with Built Environment

1. Does adjacent land use degrade the naturalness of the land?
2. Is it possible to prevent intrusions from undesirable plants, domestic animals, and other threats?

APPENDIX E - MARKETING PLAN GUIDELINES

It is important for Billings Parks, Recreation and Public Lands Department to develop a working marketing plan for staff to follow that allows the Public Relations/Marketing staff to work to enhance revenue operations, increase visitation, as well as improve the awareness, value and image of the department to the community.

12.1.1 DEVELOP AN EFFECTIVE DATA COLLECTION SYSTEM OF USERS AND PROFILE INFORMATION FOR BILLINGS PARKS, RECREATION AND PUBLIC LANDS DEPARTMENT:

Staff will collect point-of-sale data on users of the services when people use Billings Parks, Recreation and Public Lands Department.

- Active Older Adults 55+
- Adult Sports
- Aquatics (Learn to Swim)
- Aquatics (Other)
- Early Learning
- Fitness
- Outdoor Recreation
- Senior Services
- Special Events
- Special Interest
- Volunteer Services/Community Outreach
- Youth Camps
- Youth Sports

12.1.2 ADVANCE THE USE OF TECHNOLOGY ON MARKETING AND PROMOTIONS OF KEY PROGRAMS AND BILLINGS RECREATION AS AN ATTRACTION:

Technology Information to be created from the use of various sources to include the following:

- Point-of-sale information from entrance fees and program fees
- Centralized Reservation System for programs, events and amenities
- Intercept Survey Management of users and non-users

12.1.3 EXPAND CUSTOMER TRAINING AND FOCUS OF STAFF AND VOLUNTEERS ON SELLING THE VALUE OF BILLINGS PARKS, RECREATION AND PUBLIC LANDS DEPARTMENT TO CITIZENS AND USERS

Customer Service Training and Philosophy will focus on the basics of customer service for staff, part-time staff and volunteers. Additional training will be developed based on direct business planning unit

requests to the Revenue Development staff within the department. Customer satisfaction levels will be tracked in all divisions, reported to the Revenue Development Staff for assessment and training will be determined based on the results. All part-time and seasonal staff will view a customer training video as part of their training and put into practice at their respective program sites. Customer services standards will be developed for all recreation attractions in the system and for core program areas and evaluation forms will evaluate how well those standards were met.

The goal will be to obtain 90% or greater in customer satisfaction levels at all attractions and in all programs through effective implementation and training of customer service standards. The Marketing and Communication Staff will track and manage the customer satisfaction levels and report out by attraction and core program area how well the department is performing against those standards. Staff will use user post evaluations, focus groups, trailer calls, on-site surveys and mystery shoppers to determine the customer service levels and standards met that are in place and what level of training is needed for improvement. Customer service training will be done prior to each program season for all full-time staff, part-time staff and volunteers working with users and visitors.

- Survey Monkey for gaining access from users based on their experience
- Social Media transformation
- Billings Parks, Recreation and Public Lands Department purchased online advertising
- Fishing for Feedback

12.1.4 SUPPORT AND PROMOTE PROGRAMS THAT GENERATE INTEREST IN BILLINGS RECREATION

Strategies and program themes for each program area will come from the program staff and the Marketing/Communications staff working together. It is important to establish a core set of events that can be promoted across the system.

These programs and or special events will be developed a year in advance to build a strong strategy for encouraging the media to participate in the event and gaining sponsors for the event to help support the operational costs. The goal is to get people and youth to visit facilities and to build awareness of the recreation opportunities available to them in programs and facilities.

12.1.5 INCREASE VISITATION TO BILLINGS PARKS, RECREATION AND PUBLIC LANDS DEPARTMENT

To increase visitation to all Billings Parks, Recreation and Public Lands Department programs and attractions the Marketing/Public Relations Staff with the Program staff will develop a yearly marketing and program plan for the department and the key attractions that is targeted to all age segments. The visitation goal is to increase participation by 15% by 2020. The goal is to energize the community to appreciate and value what Billings Recreation provides to them in a quality facilities, key attractions, programs and services and how that translates into support for gaining more private investment in the system.

12.1.6 IMPLEMENT AN EFFECTIVE COMMUNICATIONS PLAN

The Marketing staff will work with the staff to develop an annual Communication Plan that seeks to strengthen Billings Parks, Recreation and Public Lands Departments Brand in the community, increase participation in programs, services and attractions, optimize revenue opportunities, and make a positive impact on the community. The challenge is producing a consistent brand message at each customer touch point using one brand and one voice, to communicate multiple messages. The solution is a strategic process known as integrated marketing communications.

The integrated marketing communications plan serves as a comprehensive source of information regarding best ways to reach targeted audiences utilizing available resources. It establishes parameters, guidelines, and polices for promotional decision making. It is designed to build efficiencies within the Billings Parks, Recreation and Public Lands Department.

Given the variety of communication vehicles available, a combination of tools has been chosen based on their costs-effective ability to achieve the Marketing Plan objectives. Staff will use the Communication Plan as a guide to develop an understanding of each of the tools, which to use, and the process for successful utilization. This effectively enables everyone in the organization to become a marketer for Billings Parks, Recreation and Public Lands Department.

Information for the Communication Plan should be collected and updated regularly. This should include the following:

- Capture, Analyze and Report – Use information from the Business Plan to evaluate performance of marketing activities and calculate return on investment of time and money.
- Refine revenue and participation data. Were the objectives and outcomes achieved? Discuss what worked and what didn't relative to program, price, place, and promotions?
- Define marketing objectives based on cost recovery goals.
- Use Media Plan to refine or define resource and budget allocation.
- Submit marketing recommendations for future planning and tie to the recommendations in the Business Plan.
- Use the Communications Plan as guide for reaching target audiences utilizing available resources.
- Submit Marketing Requests by specific date for review and approval of the Executive Director.
- Use the core service model from the recommended pricing policy in the Business Plan to cross-reference activity reports.
- Update Promotions Plan with marketing requests information.
- Submit Promotions Plan to the Director or his designee for quantity, cost, and scheduling information.
- Cross promote with other web-sites in the area to include the hotels, ski companies, restaurants, Historic Sites, Chamber of Commerce, Visitors Bureau, State Parks and the City Park's System by developing linkages to their sites and their sites linking to Billings Recreation's website.

12.1.7 PRESENT PROMOTIONS PLAN TO STAFF AND BILLINGS CITY COUNCIL FOR FINALIZATION MISSION FOR HOW TO GET THERE

The Mission of the Marketing/Public Relations Division within Billings Parks, Recreation and Public Lands Department is "To create strong awareness for the value of Billings Parks and Recreation to people of all ages in the region and to encourage citizens of Billings to experience their Billings Parks and Recreation through effective communication, market research, effective programs and attractions that create memorable experiences".

12.1.8 MARKETING GOALS FOR EACH CORE BUSINESS OF THE BILLINGS RECREATION

- Strengthen Billings Parks, Recreation and Public Lands Department's Brand and awareness
- Develop and execute collaborative countywide marketing programs
- Educate the Billings City Council and staff on the value of marketing and the return on investment from the facilities and programs provided to residents
- Advance the use of technology on marketing products and services for staff to make better decisions
- Expand customer service training to enhance users coming back to Billings Recreation more often
- Promote future meeting and hospitality spaces in the system
- Market Billings Parks, Recreation and Public Lands Department attractions as destination facilities for the whole family to increase capacity and use that translates into more operational revenue
- Develop Mini-marketing and business plans for each attraction in the system
- Track effective data on customers who use the system and how to communicate and retain them as users and customers
- Create wider-age segment appeal of users for the recreation amenities and programs

12.1.9 BRAND MESSAGE TO BUILD THE MARKETING PLAN

Example: "Expect the Unexpected in your Billings Parks, Recreation and Public Lands Department." Use the Brand Message the Staff establishes and includes the follow elements where possible:

- Pictures of the key elements in the system
- Park Attractions within the system
- Cost friendly benefits spelled out
- Programs that spell out the benefits users will receive for enrolling in the programs
- Staff and Volunteers skills and experience
- Special Events that create interest
- Music and entertainment
- Enhanced maintenance and safety of the recreation attractions in the system

- Trails that include hard surface, soft surface, mountain bike and equestrian trails
- View sheds for taking pictures of family and friends
- Amenities that demonstrate the system is serving all age segment of users and ethnic groups
- Sporting events that are held in the system
- Family Gathering Places

12.1.10 CUSTOMER SERVICE AND SURVEY MANAGEMENT

The Marketing staff will develop a consistent survey instrument for each of the major attractions in the system that focuses on the following:

- Who the users are (age segments served)?
- Why do they use Billings Recreation for their recreation experience?
- How long do they stay?
- How much do they spend?
- What do they value most about the program, attraction and the experience?
- What would make them stay longer?
- What experiences are they looking for that are not available that would encourage them to use the system or attraction more often?
- How they would rate the customer service?
- How they would rate the safety and cleanliness of the system?
- How would they rate their experience (recreation facilities, programs, services, staffing, safety, etc.)?
- How would they rate the value they paid and the experience they received?
- Would they tell their friends to visit the facilities?
- What could the staff do to make their experience more enjoyable?
- What are the available hours from staff or volunteers to do this work, outcomes desired and dollars available to implement and evaluate these surveys?
- Who will be assigned to do the work?

12.1.11 OPERATIONAL BUDGET FOR THE MARKETING DEPARTMENT

Billings Recreation's Marketing Budget will be at least 3-6% of the total budget for the department. The following information is a sample of how marketing dollars can be allocated.

The breakout of the Marketing Budget into hours available should be broken down in the following manner:

- Staffing Hours available, Full-time, Part-time, Seasonal, Volunteer – Budget: $_____

- Web-site Management and Analysis – Budget: $_____
- Publications – Budget: $_____
- Advertising – Budget: $_____
- Research and data collection – Budget: $_____
- Survey Development – Budget: $_____
- Mailing Costs – Budget: $_____
- Art Services – Budget: $_____
- Signage – Budget: $_____
- Contract services-media buyer, research, photographer, promotional items – Budget: $_____
- Geo-coding needs to be tied out to Marketing-primary and secondary function on visitation, how far they drive- Establish staff or volunteers dedicated to do this task – Budget: $_____
- Social Media Management – Budget: $_____

The department will seek intern support to help them in their marketing efforts. They will work with the local media outlets to provide information to them on a timely basis. This would include newspapers, department program guide, school districts, etc.

12.1.12 SOCIAL MEDIA

- **Facebook**
    - Billings should focus on on-going engagement
        - Continue with themed promotional initiatives. Provide correct responses to questionnaires posed to the audience.
        - Create Facebook contests and promotions
    - Assure current content on every section of the page
        - Update the events listing and provide links to view or sign-up for events
    - Highlight staff members and volunteers as a way of enhancing familiarity and ensuring reward and recognition
- **Twitter**
    - This is the next-most-effective social network to add to the marketing mix
    - The key to success on Twitter is to build a personalized relationship with the target audience and create active participation
    - Share tweets and other information frequently
    - Utilize the Department's Social Media and Crowdsourcing intern to actively listen to the users and respond to tweets from the target audience on a regular and timely basis
    - Cross-promote other initiatives, including website, other social networks, and offline initiatives

- Keep tweets short – add hash tags and, most importantly, amplify the message by asking followers to Retweet

Three other social networks that are burgeoning in popularity and thus impacting social behavior and user engagement are **Google +**, **Pinterest**, and **Instagram**.

- **Google+** is the closest competitor to Facebook in terms of overall user adoption, brand awareness, and scale of complementary services available to make it a viable social network.

- **Instagram** is a photo-sharing website that is becoming increasingly popular, especially with the younger audience. Its recent acquisition by Facebook ensures effective integration with the larger social network.

APPENDIX F - MEMORIAL POLICY

To allow individuals and groups to arrange for a memorial to be placed on designated Billings Parks, Recreation and Public Lands Department property, and to ensure that the proposed locations and memorials are consistent with adopted park plans, construction standards, and placement guidelines.

AUTHORITY

Billings City Code, Section XXXXX

TYPES OF MEMORIALS

- Existing trees that have been established for at least two (2) years are eligible for memorials. Donors also may request that a new tree be planted as a memorial. The planting site and requested species are coordinated through the Parks Division. Tree memorials are established for renewable 20-year terms.
- Benches are available for memorials in certain park areas. Bench memorials are established for renewable 20-year terms.
- Existing park amenities or the installation of new features such as drinking fountains, permanent picnic tables, and individual pieces of playground equipment may be considered for memorials. These memorials are established for renewable 20-year terms.
- Installation of an entire facility or amenity that fulfills an identified public recreation need or is a system improvement that is consistent with the adopted master plan may be considered for memorials by the Parks and Community Services Commission. These memorials are established for the lifespan of the facility or amenity.
- Some park amenities involve the installation of brick paths or brick features. As opportunities become available, individual memorial bricks may be offered for purchase. These memorials are established for the lifespan of the facility or amenity.

LOCATION

As the steward of the parks within the City of Billings, the Billings Parks, Recreation and Public Lands Department will control and manage the placement, spacing and number of all memorials on city park properties, trails, and Greenbelt areas. Preference will be expressed for memorials for existing

amenities. However, opportunities to provide memorials on new amenities may be allowed to the extent that they will conform to the following basic requirements:

FOUR LOCATION REQUIREMENTS

1. They do not materially detract from the significance or quiet value of an existing memorial or the park itself; and
2. They do not conflict with a primary public purpose or facility; and
3. They comply with the Parks and Recreation Comprehensive Plan and any adopted master plans; and
4. They do not pose a potential public safety or security risk.

It is recognized that a particular park location may reach a saturation point with memorials. Therefore, the Department reserves the tight to limit acceptance of memorial installations for any particular park or location. In all cases, the Department will seek to ensure that new ancillary park features, such as trash receptacles and park signs, are not placed too near an existing memorial out of respect for that donor's contribution to the City's parks.

When a donor makes a request for any memorial, heavy consideration will be paid to the primary uses of public open space. While appropriate memorials may enrich a park experience for park users, public open space is also a very precious commodity and memorials will be carefully reviewed to balance these two public benefits to protect the greater good. For maintenance purposes, memorials can be accepted only for developed park settings.

RECOGNITION OF MEMORIALS

For dedicated facilities, major park amenities, and monuments, the appropriate recognition of donors and/or the memorialized person will be coordinated with the Department and will be consistent with the development of the facilities and amenities themselves, with the City's adopted Park Naming Policy, and with existing legal standards.

For all other memorials, plaques are ordered and installed by the Department. Plaque size is determined by the amenity to which it is attached. The plaques are set in concrete or affixed to an object and may be metal plate, granite, or a similarly durable material approved by the Department. Upon compliance with the four (4) location requirements set forth above, the Department shall approve memorial plaques which conform to the following:

1. First line of introductory text shall be limited to one of the approved phrases on the attached list (see Exhibit A), or left blank.
2. Second line is limited to the name of a person or persons, including a title or affiliation, or an animal or animals.
3. Third line is limited to calendar dates such as birth and death dates or other calendar dates of significance, or left blank.

Examples:

- In Memory of
    - Jane Marie Doe
    - 1942 – 2009

- In Recognition of
    - Boy Scout Troop 121
    - 2018

Only words and numbers will be allowed. Symbols, images, artwork, commercial messages, obscenity, and libelous statements will not be accepted. Identification of the donor is allowed if space on the plaque is available.

MEMORIAL INVENTORY

All approved memorial applications will be registered in the Parks, Recreation and Public Lands Administration Office and include a description of the memorial, date of installation, name and address of donor, location, plaque copy information, and life expectancy of the memorial. All Units that are responsible for memorials must forward the original copy of the memorial application to the Administration Office to be cataloged in the Memorial Inventory.

COST

Costs of established memorial programs are reviewed annually according to the Department's fees and charges policy. Cost is based on original purchase price, installation, cost of plaque, plaque installation and a contingency for repair or replacement. The amount of contingency will be established for each memorial program and deposited in a Heritage Trust memorial account.

RENEWAL AND DISCONTINUANCE

The Billings Parks, Recreation and Public Lands Department will make reasonable efforts to contact the donor or their heirs in advance of the expiration of a memorial so that donors may request a renewal at their expense. Renewals will be granted if the memorial remains in compliance with the four (4) location requirements set forth above.

In the event of replacement or upgrading, the original memorial plaque may be reused or replaced with a new plaque at the donor's direction and cost. In the event a memorial is to be discontinued, the plaque will be offered to the donor or their heirs at no charge.

EXISTING MEMORIALS

Memorials established prior to 2018, if no earlier expiration is specified, shall be maintained and/or replaced by the Billings Parks, Recreation and Public Lands Department for a term of 100 years.

Memorials established between 2018 and the effective date of this policy shall be maintained and/or replaced by the Billings Parks, Recreation and Public Lands Department in accordance with the written agreement between the donor and the Department, if such agreement exists. If no such agreement exists, the memorial shall be maintained for a time period of the reasonably expected lifespan of the memorial.

MAINTENANCE

The Billings Parks, Recreation and Public Lands Department staff will provide care of memorials consistent with the Department's maintenance standards. Damaged or vandalized memorials will be repaired or replaced by the Department at no additional cost to the donor through the term of the

memorial. Plant material will be replaced as part of the Department's replacement program and in consideration of an annual planting season.

RELOCATION

The Billings Parks, Recreation and Public Lands Department provides memorials in locations which are considered permanent during the identified term of the memorial. However, future circumstances may arise requiring the relocation of a memorial. The Department will make reasonable attempts to negotiate with the donor for a mutually agreeable relocation site. The costs of memorial relocation will be the responsibility of the Billings Parks, Recreation and Public Lands Department.

Donor-requested relocation will be reviewed by the Department to determine appropriateness of the proposed location, with all expenses borne by the donor. In all cases, the Billings Parks, Recreation and Public Lands Department will have the final decision on memorial location.

APPENDIX G - NEIGHBORHOOD SUBDIVISION REGULATION RECOMMENDATIONS

Section/Existing Language	Recommendation	Rationale	Fiscal Considerations
Section 23-201. Definitions. Greenbelt/Greenway: Corridors of protected open space managed for conservation and recreation purposes as designated by the governing body. They often follow natural land or water features and link nature reserves, parks, cultural features and historic sites with each other and with populated areas. These corridors may be privately or publicly owned.	Remove the word "Greenbelt." Add the term "linear park" within the greenway definition.	The word "Greenbelt" is not used anywhere in the current subdivision regulations.	None
Section 23-201. Definitions. Open Space: Any land which is provided or preserved for park or recreational purposes as designated by the governing body; conservation of land or other natural resources; historic or scenic purposes; or assisting in the shaping of the character, direction, and timing of community development.	Notate in the definition that the source of the definition is from MCA 76-6-104.3. Consider adding: "Open space may be privately or publicly owned and shall designate through the plat or an easement whether or not the land is publicly accessible."	A trend is emerging of privately-owned parks create confusion for the public as to whether or not the public has access and the application of rules and regulations. Lands that are not owned by a public entity should be called "open space" as per statute and regulations, and named as such.	None

Section/Existing Language	Recommendation	Rationale	Fiscal Considerations
Section 23-201. Definitions. No definition for "Park" exists	Add definition for Park. "Park: Lands that are dedicated to the City or County through MCA 76-3-621 or acquired through donation or purchase by the City and designated on a plat as a park. In order to be platted as a park, the land must be owned by a public entity and public access is allowed. A park must be classified as defined as per the City of Billings Comprehensive Parks Plan."	The definition of "park" is absent from Montana statute and many local regulations. However, MCA 76-3-621 has specific requirements for park land dedication and separate requirements for "open space," although the two terms are often inter-defined. This definition leaves it up to the local government entity, through their parks plan, to classify park and open space lands and provides clarity for the requirements for each. Non-publicly owned lands being used for parks should be properly platted as "open space," either private or publicly accessible.	Existing private parks will need to be grandfathered in.

Section 23-406. Streets and Roads. C. Multi-Use Trails, General: All subdivisions must be reviewed for compliance with the Heritage Trail Plan to provide multi-use trail and greenway corridors for safe, convenient, non-motorized transportation routes throughout the City and County.	Add the following sentence to the end of the paragraph, "Not to satisfy park land dedication requirements." Remove 3. "In the case of major subdivisions, if the Heritage Trail Plan indicates that a proposed trail or greenway corridor crosses the subdivision property, dedication of linear park land including a trail easement shall be considered as all, or a portion of, the required parkland dedication (See Sections 23-1004 and 23-1002 of these Regulations)."	Greenways and linear parks are extremely difficult and expensive to manage. The Billings Bikeway and Trail Plan (2017) allows for shared use paths on arterials and collector streets to make connections through a subdivision. Local streets may utilize bicycle boulevards. It should be encouraged, however, that shared use paths are developed within park lands where significant acreage of land is dedicated for purpose of a park. The City's Comprehensive Parks & Recreation now outlines the recommendation of trails within certain park classifications. Shared Use Trails are part of the road network, not necessarily part of the park network, although parks can be utilized as trailheads.	Does the city need to own the land that a shared use path is on or can it be placed on an easement? Can a PMD maintain a trail that is on an easement? This recommendation needs further discussion.

Section/Existing Language	Recommendation	Rationale	Fiscal Considerations
Section 23-407. Storm Drainage Facilities. B.3. Storm water detention or retention ponds may be located within public park land at the discretion of the City Parks Department. Such areas shall not count toward the park land dedication requirement unless they are approved by the City Parks Department, design to serve as an amenity to the park, and fit into the planned uses and improvements to the park (See Article 23-1000 of these Regulations).	Revise B.3. to the following: 3. Storm water detention or retention ponds must be located on a separate parcel and shall not count towards the park land dedication requirement. Signage is required as to indicate the ownership and maintenance contact for the facility.	The City of Billings, Storm water Management Manual (May 2015) states, "Maintenance shall be performed by the HOA or commercial site owner, unless this responsibility is accepted by the City. Further details are provided in Appendices E and F." It is unclear that if a storm water pond is within a park parcel, what the City's responsibilities are for maintenance. A separate parcel will clearly delineate ownership, liability and maintenance responsibilities.	Add signage requirement to storm water manual. Need to document costs of maintenance on existing ponds already maintained by parks.

Section/Existing Language	Recommendation	Rationale	Fiscal Considerations
Section 23-411. Watercourse & Irrigation Easements. D. Additional Provisions:	Add item 3. "Irrigation or ditch easements may not be used to satisfy parkland dedication requirements."	An irrigation ditch or canal provides little or no active or passive recreation benefit. A ditch or canal easement should be more appropriately platted as "open space" or a lot.	

Section 23-411. Watercourse & Irrigation Easements. Add new section E. Watercourses, Water Bodies and Wetlands	E.1. A minimum of seventy-five feet (75') setback is required on each side of a perennial stream as measured from the ordinary high-water mark on a horizontal plane. A minimum of fifty feet (50') setback is required on all sides of a wetland, pond, lake, reservoir or intermittent stream which is a tributary to a perennial stream, as measured from the ordinary high-water mark on a horizontal plane. Existing vegetation in those areas may not be disturbed or removed, except as needed to control noxious weeds, reduce accumulated fuels for fire protection, to remove individual trees that pose an imminent physical danger to people or property or to construct city-approved public infrastructure. Proposed lot boundaries will be located at or beyond the minimum setback. 2. Permitted uses within the setback: a. Storm water treatment facilities as approved by the Public Works Department b. Trails and trail-related improvements (benches, trail signage, bridges and other crossings) subject to the following provisions: Improvements must be constructed to minimize bank instability, sedimentation, and nutrient and pollution runoff. Trails shall be aligned to minimize damage to plant and wildlife habitat, and trails crossing water courses must receive appropriate local, state and federal permits. c. Streets, sidewalks, utility lines or similar public construction for	This recommendation comes from the best practices of Bozeman, Helena and Kalispell have regulations related to watercourse setbacks for many different reasons. The use of watercourse setback regulations is to protect floodplain and wetland areas and to define the activities within them without sacrificing parkland dedication acreage. The text provided here solves many development-related issues, not necessarily issues solely affiliated with parks. The setback areas can be designated as "open space, publicly accessible."	Concerns about maintenance costs and impacts on affordable housing.

Section/Existing Language	Recommendation	Rationale	Fiscal Considerations
	the purpose of crossing a watercourse. d. Control of noxious weeds and activities required within the limits. e. Active and passive recreational facilities. However, the setback does not count toward the parkland dedication requirement. f. Agricultural fences, irrigation facilities and other agricultural related activities.		
Section 23-502. Security Guarantee. D. Sequential Development	Add language regarding the phased dedication of park lands. D.1. Subdivisions platted in phases shall aggregate the park land dedication to estimate the total dedication requirement and aggregate the park land to avoid the creation of several small parks.	The creation of small parks due to phased or sequential development are not conducive to recreational needs, cost more to build and to maintain. A larger parcel of land allows for multiple uses and singular irrigation systems and access points. The developer could utilize the State Statute where he/she could dedicate park land outside of the current phase of the subdivision in order to allow for the aggregation of parcels through subsequent phases.	This would need to be tied to an overall subdivision master plan. Possible staff time is required to track the subsequent phases. Need to evaluate the differences between multiple phasing versus multiple filings.

Section/Existing Language	Recommendation	Rationale	Fiscal Considerations
Section 23-707. Ownership and Management of Open Space (in relation to cluster developments and planned neighborhood developments) A. **Ownership of Open Space.** Open Space shall be owned by one of the following entities: 1. the open space shall be dedicated to the public as public parkland. Acceptance of the open space shall be at the discretion of the governing body, as recommended by the City Park Board; or 2……	Revise 23-707. A.1 to read: "1. The open space can be provided as allowed per MCA 76-3-621. Acceptance of the open space shall be at the discretion of the governing body, as recommended by the City's Park and Recreation Department's staff. Open Space must allow public access through a plat dedication or easement."	By updating the definitions as recommended, open space is dedicated as open space, not as park, unless platted as a park. The City Park Board does not currently make any recommendation on this matter. Adding the public access requirement aligns with other recommendations and possibly fulfills the intent with the current language.	Staff can make these recommendations quicker than the Board.
Section 23-707. Ownership and Management of Open Space (in relation to cluster developments and planned neighborhood developments) A.2. A Homeowners' Association representing residents of the subdivision may own the open space. Membership in the association shall be mandatory and automatic….	A.2. Add to the last sentence: "Open Space owned by a Homeowners' Association must indicate through a plat dedication or easement, whether or not there is public access to the open space and signed as such."	Open space can be publicly or privately owned. Privately owned open space can allow public access or not. Allowing public (non-resident) access on privately owned parcels has some management and insurance issues. May want to address what happens when an HOA dissolves.	

Section/Existing Language	Recommendation	Rationale	Fiscal Considerations
Section 23-707. Ownership and Management of Open Space (in relation to cluster developments and planned neighborhood developments) 2. Maintenance of open space owned by a Homeowner's Association shall be the responsibility of the Homeowner's Association. In the event the party responsible for the maintenance of open space fails to maintain…. the City of Billings may assume responsibility for its maintenance….	C.2. Evaluate the legality of the City of Billings' ability to enter private property to make improvements. C.1. If a PMD is established for open space, then the parcel should be platted as a park.	The City of Billings has no legal obligation to maintain privately owned lands. It appears that a lack of maintenance on privately-owned land would be a code enforcement issue. Parks does not want to maintain lands that it does not own. If this language remains, add language regarding an easement for the City to come in and maintain. Refer to similar language in the City of Billings Storm Water Manual (2015), Appendix F and G	Code enforcement staff An HOA Maintenance Agreement would be necessary to allow the City a perpetual easement. The Agreement must be recorded among the deed records of the County and constitute a covenant running with the land.

Section/Existing Language	Recommendation	Rationale	Fiscal Considerations
Section 23-707. Ownership and Management of Open Space (in relation to cluster developments and planned neighborhood developments) B. **Management Plan,** 3. Provides that any changes to the Management Plan be approved by the Planning Department, or in the case of publicly owned open space, approved by the Park Board; and	Revise B.3. to "Provides that any changes to the Management Plan be approved by the Planning Department, or in the case of publicly accessible open space, approved by the Parks & Recreation Department;"	The Park Board does not usually take on this role.	
Section 23-710. Design Standards and Applications for Planned Neighborhood Developments. D. Master Plan.	Add sentence. "If the open space is dedicated as park land, then the requirements for development must be followed as per the City's Park Development Standards."	Park land has a different function than open space lands.	
Article 23-1000. Dedication of Parks, Trails and Open Space	Change the title of the article to: "Park Dedication"	Trails and open space are not dedicated. This section generally applies to park land dedication only.	

Section/Existing Language	Recommendation	Rationale	Fiscal Considerations
Section 23-1001. Purpose. The purpose of parkland dedication is to: Meet the objectives associated with parks, open space, trails and other non-motorized transportation facilities in the Heritage Trail Plan, Yellowstone County and City of Billings Growth Policy, Parks 2020, The Yellowstone County Comprehensive Parks Plan, the Yellowstone River Greenway Master Plan, and the Billings Urban Area Transportation Plan. Preserve critical wildlife habitat….	Change the first bullet point to: "Meet the objectives associated with adopted City plans and policies."	The titles of these plans are outdated and no longer valid. Generalizing the language is recommended.	

Section/Existing Language	Recommendation	Rationale	Fiscal Considerations
Section 23-1002. Park Land Dedication Requirements, C. The governing body, in consultation with the subdivider, the Planning Board, and the Parks, Recreation and Public Lands Department (PRPL) may determine suitable locations for parks and playgrounds and, provided that consideration is given to the preference of the subdivider, may determine whether the park dedication must be a land donation, cash donation, or a combination of both. The combination could include some land dedication to meet the requirement with the cash-in-lieu balance going toward park improvements on the land dedicated. In determining whether land or cash is suitable, proximity to existing parks, including schools and other public or private recreational facilities shall be considered by the PRPL.	Revise to: "C. The governing body, in consultation with the Planning Board, Parks and Recreation Department and the subdivider, may determine suitable locations for parks. 1. Land dedicated for park purposes shall: a. Be useable land; b. Be of appropriate shape and size; c. Be classified according to the City's park classification system; d. Adjacent to public streets on at least 50% of the park's perimeter; e. Accessible to bicycle and pedestrian facilities where possible; <u>f. At least 50% of the park must have slopes under 5%.</u> 2. Land not suitable for to meet parkland dedication: a. More than 5% of the area has grades 25% or higher; Riparian resource areas associated with irrigation, floodway, roadside ditches or wetlands; c. Monument entry areas and central landscaped boulevards; d. Storm water facilities; e. Street lights and utilities; f. Area less than 2 acres in size.	Without criteria to define what types of lands are suitable for parkland dedication, the City is susceptible to only receiving lands that are unusable for purposes of parks and recreation or development. It should be noted that the City can accept lands with steep slopes, hydrologic resources, boulevards, storm water facilities or small acreage as <u>open space</u> and identify these facilities as either publicly or privately owned and maintained. Recommended item f. is debatable.	

Section 23-1002. Park Land Dedication Requirements, D. A Park Maintenance District shall be formed or expanded with any new parkland dedication.	Add D.1. "Parkland dedication is accompanied with a Park Maintenance District or Park District with the final documents for such District submitted with the Final Plat. Costs associated with the creation of the Park Maintenance District or Parks District are borne by the subdivider."	The creation of the PMD costs significant staff time and these costs could be borne by the subdivider through a fee. Several options are available to the City including retaining a 3rd party consultant to handle all PMD formations for a fixed cost. Precedence is in place as the County RSID paperwork is borne by the developer and the paperwork is submitted with the final plat. Staff should discuss the merits of continuing to require individual PMD's, which are cumbersome to manage, to moving towards integrating all park land maintenance into Park District 1. Would like the language to allow for maximum flexibility in choosing multiple methods for funding park maintenance.	Parks staff is currently managing 36 individual park maintenance districts. Could free up Parks' staff time to focus on other Department-critical tasks, rather than financial management.

Section 23-1002. Park Land Dedication Requirements. Add new subsection, E. Park Development	E. Park Development 1. General. Subdividers shall consult any adopted citywide park plan, parks and recreation advisory board, and staff to determine the types of parks needed for the proposed development and surrounding area. Parks shall be developed in accordance with the citywide park plan and any approved park master plan. At a minimum, all parks shall be improved to the following standards by the subdivider, prior to final plat or final occupancy approval as appropriate: a. Minimum required improvements for land dedications. The subdivider shall be responsible for leveling any park area to the final master plan intent, amending the soil, seeding disturbed areas to allow for mowing with turf type mowers, and installing an underground irrigation system in compliance with City Parks Department's standards and specifications. Provide a minimum of 10 trees per acre, minimum size 1.5-inch caliper for deciduous trees of minimum 3 feet tall for coniferous trees from the approved Parks Department tree list. Parks shall be seeded with drought tolerant seed unless approved	The minimum requirements outlined here comprise the most expensive components of a park system. Requiring the installation of the minimum requirements prior to final plat assures that the basic components are available to serve the subdivision immediately. After 50 percent build-out, the property owners of the subdivision can opt to create a Special Improvement District to fund additional items such as playgrounds, picnic shelters, restrooms, etc. Requiring the subdivider/developer to install these improvements should be treated similar to the private contract provisions used for the construction of roads and utilities in subdivisions. The City will need to provide	Parks will need a construction inspector, who could be paid in a similar way to the public works construction inspector & process. The minimum requirements will cost the developer approximately $100k per acre. Allowing a private contract for the minimum improvements (plus any other at the developer's discretion) may save costs due to bypassing public contracting requirements. The PRPL could set up a matching grant program for residents wanting more after initial build-out.

Section/Existing Language	Recommendation	Rationale	Fiscal Considerations
	otherwise in writing by the park superintendent. 2. Boundaries. The park boundary bordering all private lots shall be delineated at the common private/public corner pins, with flat, flexible fiberglass posts, a minimum of six feet in length with no less than two feet driven into the ground. Each post must be labeled, with a permanent glue on sign, stating "Park Boundary" as approved by the Park Superintendent. * The Park Superintendent will determine the placement of park boundary signs after the full build-out of the adjacent lots. 3. Sidewalks and Shared Use Paths. Sidewalks and shared use paths shall be installed by the developer at the same time as the roads.	inspection services and design standards for parks as a part of the operations to ensure this is completed in a workmanship manner. Note that the Parks Department will need to develop standards and specifications prior to implementing this code.	
Section 23-1003 School Land Dedication In lieu of Park Land Dedication. Subject to the approval of the governing body and acceptance by the Billings School District 2 Board of Trustees, a subdivider may dedicate land as required by Section 23-1002 to a school district if the land is adequate to be used for school facilities or buildings.	Change: "…approval of the governing body and acceptance by the School District, a subdivider…"	The City of Billings encompasses several school districts, and the dedication is not limited to School District 2.	

Section 23-1004. Linear Park Land Dedication for Trail Corridors. To be consistent with the Heritage Trail Plan, Yellowstone County and City of Billings Growth Policy, Parks2020, the Yellowstone River Greenway Master Plan and the Billings Urban Area Transportation Plan, linear parks for trails may be counted toward the required park dedication pursuant to Section 23-1002 of this Article. These parks shall provide corridors for trails and meet the following requirements: A. The location of the proposed linear park section is identified as part of the Heritage Trail Plan trail system. B. The proposed linear park should be no more than twenty (20) feet in width except when designed to incorporate other park	Delete the existing language and replace with the following: "If consistent with the adopted non-motorized transportation plan and parks and recreation plan, and if reviewed and approved by the review authority, linear park land can be dedicated to the city to provide corridors for trails and satisfy park land dedication requirements. A. Maintenance of the linear park is required as per Section 23-1002. D. B. The linear park shall not be used as a substitute for sidewalks or shared use paths adjacent to streets. C. The linear park shall serve as a connection to other parks or shared use trails. D. A linear park cannot be dedicated over an irrigation ditch or canal easement. E. Trails located within required watercourse setbacks shall not be dedicated to the city as linear parks, and such land may not be used to satisfy park land dedication requirements. F. Cash in-lieu of land dedication may be granted for the appropriate offset cost of constructing a shared use path if public access is provided through an easement of at least 25 feet wide.	The only use for a linear park is for corridor activities (i.e. trails). The Billings Area Bicycle and Trail Master Plan Update identifies several other alternatives for bicycle and trail facilities. Linear parks are expensive to maintain and have often resulted in relatively inaccessible locations, not conducive to public use.	

Section/Existing Language	Recommendation	Rationale	Fiscal Considerations
features as approved as part of a parks master plan. C. Maintenance of the linear park is provided through a Park Maintenance District as with all other dedicated parks.			

Section/Existing Language	Recommendation	Rationale	Fiscal Considerations
Section 23-1005. Storm water Detention/Retention Ponds in Parks. Storm water detention or retention ponds may be located within public park land, but such areas shall not count toward the parkland dedication requirement unless they are designed and constructed to serve as an amenity to the park and fit into the planned uses and improvements to the park. An example of a storm water detention area that is an amenity to a park could be several ponds with water features connecting them designed to have a trail around them with picnic shelters. (See also 23-407)	Revise Section 23-1005 to read: Storm water detention or retention ponds must be located on a separate parcel and shall not count towards the park land dedication requirement. A. A Storm Water Facility Maintenance Agreement as per the Storm Water Management Manual must be submitted to the Parks Department for any ponds located on dedicated park land prior to this regulation.	The City of Billings, Storm water Management Manual (May 2015) states, "Maintenance shall be performed by the HOA or commercial site owner, unless this responsibility is accepted by the City. Further details are provided in Appendices E and F." It is unclear that if a storm water pond is within a park parcel, what the City's responsibilities are for maintenance. A separate parcel will clearly delineate ownership, liability and maintenance responsibilities.	

Section 23-1006. Determining Cash Contribution for Park Land. Upon submittal of a final plat application, the subdivider shall provide one of the following to verify the fair market value of the land being subdivided that supports the cash contribution for park land the subdivider is providing: A. A Comparative Market Analysis performed by a licensed realtor that meets the following criteria: 1. It provides the per acre sale price of at least three (3) comparable parcels of land. 2. The comparable sales must have occurred within one (1) year of the date of the subdivision final plat application submittal. 3. The comparable sales must be within two (2)	Select one of three options or a combination thereof the following: Revise Section 23-1006: The City may accept cash payments in-lieu of the dedication of park land. The amount of the payment required will depend on the value of the land, which may be determined using either of the two methods described below. A. Appraisal. The applicant may submit a current, which for this purpose means made within the past year, appraisal of the unsubdivided, unimproved land proposed for subdivision to serve as a basis for the calculation of fees to be paid in lieu of park land dedication. Such appraisals shall be prepared by an appraiser who is licensed and certified to practice in the State of Montana pursuant to Montana Code Ann. 37-54-101, et seq. OR Cash donation in-lieu of land dedication must be equal to the fair market value of the amount of land that would have been statutorily required to be dedicated. For purpose of these regulations, the fair market value is the value of the unsubdivided, unimproved land based upon the zoning designation that will apply to the proposed subdivision (i.e.	Other Montana cities are requiring that the dollar value be determined by a certified appraiser, not a real estate agent or broker. Provided are three examples (with modifications) from Missoula, Great Falls and Bozeman on the methodology for determining the value while complying with Statute.	

Section/Existing Language	Recommendation	Rationale	Fiscal Considerations
miles of the subdivision. B. A raw land appraisal by a licensed appraiser. The sale price of the property being subdivided if it was purchased within one (1) year of the date of the subdivision final plat application submittal.	the existing zoning, if the subdivision application is not accompanied by a rezoning request or the new proposed zoning if the subdivision application is accompanied by a rezoning request). Fair market value must be determined by a Montana State certified general real estate appraiser (as provided under MCA 37-54-201 et seq) hired and paid for by the subdivider. A. The appraisals are valid only if prepared within six months of the date that a complete final plat application is submitted for approval. OR Cash donation in-lieu of land dedication shall be equal to the fair market value of the amount of land that would have been dedicated. For the purpose of these regulations the fair market value is the value of the unsubdivided, unimproved land after it has been annexed and is given an urban zoning designation. A. The subdivider shall pay for and provide an appraisal prepared by a Montana State real estate appraiser (as provided under MCA 37-54-201 et seq).		

Appendix F. Required Supporting Documents for Major Preliminary Plat Applications	Add 10. Parks and recreation facilities. The following information shall be provided for all land used to meet park land dedication requirements. A. Park Plan. A park plan prepared and sealed by a licensed landscape architect, that indicates the following: 1. Site plan for the entire property; showing developer-installed improvements on the initial park plan and proposed future improvements; 2. Proposed park classification as defined in the adopted park plan; 3. Drainage areas; 4. Utilities in and adjacent to the property; 5. The zoning and ownership for adjacent properties; 6. The location of any hydrologic features (wetlands, riparian areas, irrigation ditches or canals, etc.) and the location of watercourse setbacks; 7. Planting plan that shows the location and specific types of trees, shrubs, plants and grass seed mixes; 8. General description of land, including size, contours, details of the location and history and proposed activities; 9. Trail design and construction details showing compliance with adopted city standards; 10. The requirement for approval of the final park plan for the	Other peer communities require a park master plan as a part of the preliminary and final plat process. Parks and Planning will need to discuss the timing of submittal review (with passage of new statutes from 2017 legislative session). Look to peer cities on recommendation for timing throughout the subdivision process. In a new development, additional discussion will be necessary to determine the role of the public process in this scenario. Peer cities do not generally conduct public meetings in new developments; however, if the master plan is an update in a sequential development scenario, then public	Staff time to review the master plan and integration with the master plan policy.

	review authority with a recommendation from the governing body prior to any site work; 11. The appropriate sections from the design guidelines for city parks; 12. An opinion of probable cost and installation responsibility for all improvements; 13. If playground equipment will be provided, information including the manufacturer, IPEMA certification and CPSC compliance data, installation data and specifications, type of fall zone surfacing and age group intended to be served; and 14. Soils information and analysis. B. Park Maintenance 1. Maintenance requirement, including levels of maintenance required, schedule, costs and responsible parties as determined by the Parks and Recreation Department. C. Irrigation Plan prepared by a licensed landscape architect or certified irrigation designer: 1. An irrigation system plan showing the locations and types of lines, including depth, water source, heads, valves, quick couplers, drains and control box; and 2. Point of connection information, if City source,	engagement may be required. By requiring this information, this also provides the City with additional information if a bond needs to be in-place. The Department's master plan policy will need to be modified in order to reflect this new approach to park master plans.	

Section/Existing Language	Recommendation	Rationale	Fiscal Considerations
	the developer is responsible for the system development fee, if a well is used, a certified well log and pump information. Provide a copy of the Notice of Completion, indicating that the City of Billings is the water right holder. D. Phasing Plan 1. If improvements will be phased, a phasing plan should indicate the timing along with proposed financing methods and responsibilities.		

APPENDIX H - GRANTS

The Consulting Team has identified specific granting opportunities that are available to the City of Billings Parks, Recreation and Public Lands Department and/or the Billings Parks, Recreation and Preservation Foundation and can be found in the Appendix of this document.

Please note that all grants derived from local, state and federal sources are open as of 06/22/2017. However, the availability of governmental solicitations is subject to change without advance notice.

THE SAMPLE FOUNDATION, INC.

CONTACT INFORMATION

P.O. Box 279
Billings, MT United States 59103
Telephone: (406) 245-6342
Contact: Barbara Sample, Pres.
Fax: (406) 245-8303
E-mail: applications@samplefoundation.org
URL: www.samplefoundation.org

FINANCIAL DATA:

(Fiscal year ended 2014-10-31)

- Assets: $8,428,591
- Total giving: $420,000

LIMITATIONS:

- Giving primarily in Collier County, FL, and MT.;
- No support for lobbying, or religious groups;
- No grants to individuals, or for scholarships, operating budgets, or duplication of services.

PURPOSE AND ACTIVITIES:

- Giving primarily for health, social welfare, and services for the disadvantaged. Grant support primarily for capital outlays or to assist in initiating a particular project.

FIELDS OF INTEREST:

SUBJECTS:

- Human services

POPULATION GROUPS:

- Children and youth;
- Economically disadvantaged people;
- Low-income and poor people

GEOGRAPHIC FOCUS:

- Florida
- Montana

SUPPORT STRATEGIES:

- Capital and infrastructure;
- Capital campaigns;
- Equipment;
- General support;
- Land acquisitions

APPLICATION INFORMATION:

- Application information and form available on foundation web site
- Application form required.
- Applicants should submit the following:
- Copy of IRS Determination Letter;
- Signature and title of chief executive officer;
- Copy of current year's organizational budget and/or project budget;
- Listing of board of directors, trustees, officers and other key people and their affiliations;
- Copy of most recent annual report/audited financial statement/990;
- Detailed description of project and amount of funding requested
- Copies of proposal: 1
- Board meeting date(s): Oct. 6th
- Deadline(s): Aug. 1
- Final notification: Oct. 31

THE BROSOVICH FAMILY FOUNDATION

CONTACT INFORMATION

3028 US Hwy., Ste. 3
Billings, MT United States 59106
Telephone: (406) 798-7193

FINANCIAL DATA:

(Fiscal Year ended 2015-12-31)

- Assets: $3,213,680
- Total giving: $171,500

BACKGROUND:

- Established in MT

FIELDS OF INTEREST:

SUBJECTS:

- Animal welfare;
- Domesticated animals;
- Education;
- Environment;
- Health;
- Philanthropy

POPULATION GROUPS:

- Children and youth;
- Economically disadvantaged people;
- Low-income and poor people;
- Veterans

APPLICATION INFORMATION:

- Application form required.
- Initial approach: Contact Foundation
- Deadline(s): Contact Foundation

FIRST INTERSTATE BANCSYSTEM FOUNDATION, INC.

CONTACT INFORMATION

401 N. 31st St., Ste. 700
Billings, MT United States 59101-1285
Telephone: (406) 255-5393
E-mail: foundation@fib.com
URL: www.firstinterstatebank.com/company/commitmen...

FINANCIAL DATA:

(Fiscal Year ended 2015-12-31)

- Assets: $2,828,373
- Total giving: $1,494,750

LIMITATIONS:

- Giving primarily in areas of company operations in MT, western SD, and WY.;
- No support for lobbying or political organizations, sectarian or religious organizations not of direct benefit to the entire community, or discriminatory organizations;
- No grants to individuals, or for endowments, or general operating support for established organizations.

PURPOSE AND ACTIVITIES:

The foundation supports organizations involved with arts and culture, education, health, hunger, housing, human services, community development, leadership development, and economically disadvantaged people. Support is given primarily in areas of company operations.

PROGRAM AREA(S):

The grant maker has identified the following area(s) of interest:

COMMUNITY DEVELOPMENT:

The foundation supports programs designed to promote community development. Special emphasis is directed toward programs designed to promote affordable housing for low and moderate-income individuals; services targeting low and moderate-income individuals; activities that revitalize or stabilize low and moderate-income geographies; and activities that foster economic development.

FIELDS OF INTEREST:

SUBJECTS:

- Arts and culture;
- Community and economic development;
- Community improvement;
- Economic development;
- Education;
- Food aid;
- Health;
- Higher education;
- Housing development;
- Human services;
- Leadership development;
- Secondary education

POPULATION GROUPS:

- Academics;
- Children and youth;
- Economically disadvantaged people;
- Low-income and poor people;
- Students

GEOGRAPHIC FOCUS:

- Montana;
- South Dakota;
- Wyoming

SUPPORT STRATEGIES:

- Building and renovations;

- Capital campaigns;
- Equipment;
- Program development;
- Scholarships

APPLICATION INFORMATION:

- Application form required.
- Applicants should submit the following:
    - Copy of IRS Determination Letter;
    - Results expected from proposed grant;
    - Copy of most recent annual report/audited financial statement/990;
    - Population served;
    - Additional materials/documentation;
    - Detailed description of project and amount of funding requested;
    - Listing of board of directors, trustees, officers and other key people and their affiliations;
    - Statement of problem project will address;
    - How project's results will be evaluated or measured;
    - Listing of additional sources and amount of support;
    - Copy of current year's organizational budget and/or project budget;
    - Timetable for implementation and evaluation of project;
    - Geographic area to be served;
    - Descriptive literature about organization;
    - Contact person;
    - Brief history of organization and description of its mission;
    - Name, address and phone number of organization
- Initial approach: Download application and mail to nearest branch location
- Board meeting date(s): Quarterly
- Deadline(s): None

THE BENTLEY FOUNDATION

CONTACT INFORMATION

3319 Jack Burke Ln.
Billings, MT United States 59106
Telephone: (406) 294-5990

FINANCIAL DATA:

(Fiscal Year ended 2015-12-31)

- Assets: $2,171,656
- Total giving: $108,000

LIMITATIONS:

- Giving primarily in MT and TX.

FIELDS OF INTEREST:

SUBJECTS:

- Arts and culture;
- Child educational development;
- Early childhood education;
- Education;
- Elementary and secondary education;
- Human services;
- Philanthropy;
- Youth development;
- Youth organizing;
- Youth services

POPULATION GROUPS:

- Academics;
- Adolescents;
- Children;
- Children and youth;
- Economically disadvantaged people;
- Low-income and poor people;
- People with disabilities;
- People with physical disabilities;
- Students;
- Veterans

GEOGRAPHIC FOCUS:

- Montana;
- Texas

APPLICATION INFORMATION:

- Application form required.
- Initial approach: Contact foundation for application form
- Deadline(s): Contact foundation for deadline

BILLINGS COMMUNITY FOUNDATION

CONTACT INFORMATION

P.O. Box 1255
Billings, MT United States 59103
Telephone: (406) 839-3334

E-mail: billingscommunityfoundation@gmail.com
URL: www.billingscommunityfoundation.org

FINANCIAL DATA:

(Fiscal Year ended 2013-12-31)

- Assets: $1,898,532
- Total giving: $46,037

BACKGROUND:

- Established in MT as a regional affiliate of the Montana Community Foundation

LIMITATIONS:

- Giving primarily in Big Horn, Carbon, Musselshell, Stillwater, Treasure and Yellowstone counties, MT.

PURPOSE AND ACTIVITIES:

- The foundation seeks to enhance the capacity of donors and charitable organizations to meet the needs of the greater Billings, MT community.

FIELDS OF INTEREST:

SUBJECTS:

- Animal welfare;
- Arts and culture;
- Economic development;
- Education;
- Environment;
- Human services

GEOGRAPHIC FOCUS:

- Montana

APPLICATION INFORMATION:

- Visit foundation Web site for application form and guidelines
- Application form required.
- Applicants should submit the following:
    - Copy of IRS Determination Letter;
    - Name, address and phone number of organization;
    - Detailed description of project and amount of funding requested;
    - Listing of additional sources and amount of support;
    - Contact person;
    - Signature and title of chief executive officer;
    - Listing of board of directors, trustees, officers and other key people and their affiliations;

    - Copy of current year's organizational budget and/or project budget
- Initial approach: Submit application and attachments
- Copies of proposal: 6
- Deadline(s): Mar. 20
- Final notification: June

ROYAL & NORMA JOHNSON CHARITABLE FOUNDATION

CONTACT INFORMATION

2915 Illinois St.
Billings, MT United States 59102-0814
Telephone: (406) 259-7531

FINANCIAL DATA:

(Fiscal Year ended 2015-12-31)

- Assets: $854,155
- Total giving: $38,600

LIMITATIONS:

- Giving primarily in MT.
- No grants to individuals.

FIELDS OF INTEREST:

SUBJECTS:

- Health;
- Philanthropy;
- Religion;
- Youth development

POPULATION GROUPS:

- Academics;
- Children and youth;
- Economically disadvantaged people;
- Low-income and poor people

GEOGRAPHIC FOCUS:

- Montana

APPLICATION INFORMATION:

- Application form required.
- Initial approach: Contact foundation for application form
- Deadline(s): Contact foundation for deadline

STEPPING FORWARD FOUNDATION

CONTACT INFORMATION

P.O. Box 1538
Billings, MT United States 59103
Telephone: (406) 294-9765
Contact: Kristin Greb, Fdn. Mgr.

FINANCIAL DATA:

(Fiscal Year ended 2015-12-31)

- Assets: $826,275
- Total giving: $91,778

FIELDS OF INTEREST:

SUBJECTS:

- Foundations;
- Philanthropy

POPULATION GROUPS:

- Academics;
- At-risk youth

APPLICATION INFORMATION:

- Application form required.
- Initial approach: Proposal
- Deadline(s): None

SUSAN SCOTT HEYNEMAN FOUNDATION

CONTACT INFORMATION

P.O. Box 7113
Billings, MT United States 59103

FINANCIAL DATA:

(Fiscal Year ended 2015-12-31)

- Assets: $806,398
- Total giving: $33,500

ADDITIONAL CONTACT INFORMATION:

- Application address: Bench Ranch Fishtail, MT 59028

BACKGROUND:

- Established in MT

LIMITATIONS:

- Giving primarily in Billings, MT.;
- No grants to individuals.

FIELDS OF INTEREST:

SUBJECTS:

- Agriculture;
- Arts and culture;
- Disasters and emergency management;
- Environment;
- Homeless services;
- Human services;
- Natural resources;
- Performing arts;
- Special population support;
- Theater

POPULATION GROUPS:

- Children and youth;
- Economically disadvantaged people;
- Homeless people;
- Low-income and poor people

GEOGRAPHIC FOCUS:

- Montana

APPLICATION INFORMATION:

- Application form not required.
- Initial approach: Contact foundation
- Deadline(s): None

BREAKFAST EXCHANGE CLUB FOUNDATION (FORMERLY BREAKFAST EXCHANGE CLUB OF BILLINGS FOUNDATION)

CONTACT INFORMATION

P.O. Box 80392
Billings, MT United States 59108
Telephone: (406) 656-8772
URL: www.breakfastexchangeclub.org

FINANCIAL DATA:

(Fiscal Year ended 2013-06-30)

- Assets: $342,429
- Total giving: $53,145

LIMITATIONS:

- Giving primarily in Yellowstone County, MT, and contiguous counties.
- No grants to individuals.

FIELDS OF INTEREST:

SUBJECTS:

- Community and economic development;
- Human services;
- Youth development;
- Youth services

POPULATION GROUPS:

- Female children and youth;
- Females;
- Male children and youth;
- Males

GEOGRAPHIC FOCUS:

- Montana

APPLICATION INFORMATION:

- Application form required.
- Initial approach: Letter
- Deadline(s): Mar. 1

CHENOWETH FAMILY FOUNDATION

CONTACT INFORMATION

P.O. Box 67
Roscoe, MT United States 59071-0067
Telephone: (406) 328-6801

FINANCIAL DATA:

(Fiscal Year ended 2016-06-30)

- Assets: $309,933
- Total giving: $15,600

LIMITATIONS:

- No grants to individuals.

FIELDS OF INTEREST:

SUBJECTS:

- Adult and child mentoring;
- Community and economic development;
- Education;
- Elementary and secondary education;
- Health;
- Human services;
- Philanthropy;
- Youth development;
- Youth mentoring

POPULATION GROUPS:

- Academics;
- Children and youth;
- Economically disadvantaged people;
- Low-income and poor people;
- Students

APPLICATION INFORMATION:

- Application form required.
- Initial approach: Contact foundation for application form
- Deadline(s): Contact foundation for application form

MARY ALICE FORTIN FOUNDATION FOR YOUTH ENRICHMENT

CONTACT INFORMATION

1500 Poly Dr., Ste. 107
Billings, MT United States 59102
Telephone: (406) 670-2835

FINANCIAL DATA:

(Fiscal Year ended 2015-12-31)

- Assets: $258,377
- Total giving: $28,500

BACKGROUND:

- Established in MT

FIELDS OF INTEREST:

SUBJECTS:

- Art museums;
- Arts and culture;
- Child educational development;
- Child welfare;
- Domesticated animals;
- Early childhood education;
- Education;
- Elementary and secondary education;
- Family services;
- Human services;
- Museums;
- Special Olympics;
- Sports;
- Sports and recreation;
- Youth development

POPULATION GROUPS:

- Academics;
- Children and youth;
- Economically disadvantaged people;
- Low-income and poor people;
- Students

APPLICATION INFORMATION:

- Application form required.
- Applicants should submit the following:
    - Descriptive literature about organization;
    - Copy of IRS Determination Letter;
    - Detailed description of project and amount of funding requested;
    - Name, address and phone number of organization
- Initial approach: Letter
- Deadline(s): None

MONTANA COMMUNITY FOUNDATION

CONTACT INFORMATION

1 N. Last Chance Gulch, Ste. 1
Helena, MT United States 59624-1145
Telephone: (406) 443-8313
Fax: (406) 442-0482
E-mail: info@mtcf.org
URL: www.mtcf.org

FINANCIAL DATA:

(Fiscal Year ended 2015-06-30)

- Assets: $79,212,314
- Total giving: $3,675,708

ADDITIONAL CONTACT INFORMATION:

- Mailing address: P.O. box 1145, Helena, MT 59624-1145

LIMITATIONS:

- Giving limited to MT.
- No support for religious purposes;
- No grants for annual or capital campaigns, endowment funds, or generally for debt retirement.

PURPOSE AND ACTIVITIES:

- The foundation seeks to cultivate a culture of giving so Montana communities can flourish.

FIELDS OF INTEREST:

The grant maker has identified the following area(s) of interest:

SUBJECTS:

- Arts and culture;
- Economic development;
- Education;
- Human services;
- Natural resources;
- Sustainable development;
- University education

POPULATION GROUPS:

- Academics;
- American Indians;
- Children and youth;
- Economically disadvantaged people;

- Ethnic and racial groups;
- Female adults;
- Female children and youth;
- Female young adults;
- LGBTQ people;
- Low-income and poor people;
- Students

GEOGRAPHIC FOCUS:

- Montana

SUPPORT STRATEGIES:

- Capital and infrastructure;
- Continuing support;
- Emergency funds;
- Program development;
- Scholarships;
- Student aid

APPLICATION INFORMATION:

- Visit foundation web site for Application Cover Sheet and application guidelines
- Application form required.
- Initial approach: Submit Application Cover Sheet with proposal
- Board meeting date(s): 3 times per year

RECREATIONAL TRAILS PROGRAM

Recreational trails provide benefits for all of us that include: public health, economic, transportation, and local community pride and identity. The Recreational Trails Program (RTP) provides funds to develop and maintain recreational trails and trail-related facilities in Montana.

Montana State Parks administers the Recreational Trails Program (RTP), a federally funded grants program that supports Montana's trails. The RTP funds come from the Federal Highway Trust Fund, and represent a portion of the motor fuel excise tax collected from non-highway recreational fuel use: fuel used for off-highway recreation by snowmobiles, all-terrain vehicles, off-highway motorcycles, and off-highway light trucks.

In July 2012, Congress passed and the President signed the Moving Ahead for Progress in the 21st Century Act (MAP-21). MAP-21 is a two-year transportation bill providing funding for federal highway, transit, alternative transportation, and safety programs through September 30, 2014. The Federal Highway Administration has now released guidance on the Transportation Alternatives Program. MAP-21 was extended through December 2015. In December 2015, the Fixing America's Surface Transportation (FAST) Act was passed which will fund the RTP for five years.

RTP applicants can include federal, tribal, state, county or city agencies, private associations and clubs. Examples of eligible projects include: urban trail development, basic front and backcountry trail

maintenance, restoration of areas damaged by trail use, development of trailside facilities, and educational and safety projects related to trails.

Montana State Parks collaborates with the State Trails Advisory Committee to review the RTP applicants each year. In 2012, the RTP moved to an online Web Grants application format at www.fundingmt.org

Deadline: The 2017 grant application period is closed. The deadline to apply was February 1, 2017. However, if federally funded, this grant is released on an annual basis.

For more information, visit: http://stateparks.mt.gov/recreation/rtpGrants.html

LAND & WATER CONSERVATION FUND

Land & Water Conservation Fund matching grants help local communities provide open spaces and healthy recreation places for Montana families. These federal grants program was established by the Land & Water Conservation Fund Act of 1965 and encourages a full partnership between national, state and local governments in planning and funding outdoor recreation projects. The 2014-2018 Statewide Comprehensive Outdoor Recreation Plan (SCORP) provides guidance to direct Montana's stateside apportionment of the federal Land and Water Conservation Fund grant program.

Examples of eligible projects include: ball fields, open space acquisitions, public parks, outdoor swimming pools, playgrounds, picnic facilities, walking trails and more.

Deadline: The 2016 application deadline has passed. It was Friday, April 15, 2016. The next grant cycle should begin the fall of 2017. Please check the below website back updated information.

For more information, visit: http://stateparks.mt.gov/recreation/lwcf.html

FINISH LINE YOUTH FOUNDATION

The Finish Line Youth Foundation strives to make a difference in the lives of youth in the communities where employees and customers live, work and play.

PROGRAMMATIC GRANT

- Up to $5,000
- Opportunities for kids to participate in community-based youth athletic programs and camps that emphasize active lifestyles, especially programs that serve disadvantaged and special needs kids.

Grants Application Period	Review Period	Grants Awarded By
Jan. 1 - Mar. 31	Apr. - May	June 1
Apr. 1 - Jun. 30	Jul. - Aug.	September 1
Jul. 1 - Sept. 30	Oct. - Nov.	December 1
Oct. 1 - Dec. 31	Jan.	

CONSIDERATIONS FOR GRANT QUALIFICATION

- Organizations that provide opportunities for kids to participate in community-based youth athletic programs and camps that emphasize active lifestyles, especially programs that serve disadvantaged and special needs kids.
- Organizations providing opportunities for participation for kids and young adults age 18 and under.
- Organizations whose activities provide direct services to individuals and produce tangible results, rather than those that are policy oriented.
- The potential impact of the program/project and the number of people who will benefit.
- The organization's fiscal responsibility and management qualifications.
- The ability of an organization to obtain necessary additional funding to implement a program or project and to provide ongoing funding after the term of the grant is expired.
- Programs operating near Finish Line stores.
- Online Application: http://www.finishline.com/store/corporate/gadgets/guidelines.jsp

DICK'S SPORTING GOODS FOUNDATION

CONTACT INFORMATION

345 Court St.
Coraopolis, PA United States 15108-3817
Telephone: (724) 273-3400

TYPE OF GRANTMAKER:

- Company-sponsored foundation

FINANCIAL DATA:

(Fiscal Year ended 2015-01-31)

- Assets: $5,805,267
- Total giving: $2,771,940

LIMITATIONS:

- Giving on a national basis.

PURPOSE AND ACTIVITIES:

- Giving primarily for professional, as well as youth and school-related sports teams and associations.

PROGRAM AREA(S):

- The grant maker has identified the following area(s) of interest:

PROTECTING ATHLETES THROUGH CONCUSSION EDUCATION (PACE):

- With its partners, the foundation supports what is currently the nation's largest baseline concussion screening initiative.

FIELDS OF INTEREST:

SUBJECTS:

- Community and economic development;
- Education;
- Elementary and secondary education;
- European football;
- Human services;
- Sports;
- Sports and recreation

POPULATION GROUPS:

- Academics;
- Children and youth;
- Students

GEOGRAPHIC FOCUS:

- National

SUPPORT STRATEGIES:

- Program development;
- Re-granting

APPLICATION INFORMATION:

- Application form required.
- Applicants should submit the following:
    - Copy of IRS Determination Letter
- Initial approach: Letter
- Deadline(s): None

USDA COMMUNITY FACILITIES DIRECT LOAN & GRANT PROGRAM

PROGRAM STATUS: OPEN

WHAT DOES THIS PROGRAM DO?

This program provides affordable funding to develop essential community facilities in rural areas. An essential community facility is defined as a facility that provides an essential service to the local community for the orderly development of the community in a primarily rural area, and does not include private, commercial or business undertakings.

WHO MAY APPLY FOR THIS PROGRAM?

- Eligible borrowers include:
    - Public bodies
    - Community-based non-profit corporations
    - Federally-recognized Tribes

WHAT IS AN ELIGIBLE AREA?

Rural areas including cities, villages, townships and towns including Federally Recognized Tribal Lands with no more than 20,000 residents according to the latest U.S. Census Data are eligible for this program.

HOW MAY FUNDS BE USED?

- Funds can be used to purchase, construct, and / or improve essential community facilities, purchase equipment and pay related project expenses.

EXAMPLES OF ESSENTIAL COMMUNITY FACILITIES INCLUDE:

- Health care facilities such as hospitals, medical clinics, dental clinics, nursing homes or assisted living facilities
- Public facilities such as town halls, courthouses, airport hangars or street improvements
- Community support services such as child care centers, community centers, fairgrounds or transitional housing
- Public safety services such as fire departments, police stations, prisons, police vehicles, fire trucks, public works vehicles or equipment
- Educational services such as museums, libraries or private schools
- Utility services such as telemedicine or distance learning equipment
- Local food systems such as community gardens, food pantries, community kitchens, food banks, food hubs or greenhouses

For a complete list see Code of Federal Regulations 7 CFR, Part 1942.17(d) for loans; 7 CFR, Part 3570.62 for grants.

§3570.62 USE OF GRANT FUNDS.

Grants of up to 75 percent of the cost of developing essential community facilities may be used to supplement financial assistance authorized in accordance with 7 CFR parts 1942, subparts A and C, and 3575, subpart A. Eligible CFG purposes are those listed in paragraphs (a), (b), (c), and (d) of this section. Funding for the balance of the project may consist of other CF financial assistance, applicant contributions, or loans and grants from other sources. CFGs may be used to:

- Construct, enlarge, extend, or otherwise improve essential community facilities providing essential service primarily to rural residents and rural businesses. Rural businesses include facilities such as educational and other publicly owned facilities.
    - “Essential community facilities” are those public improvements requisite to the beneficial and orderly development of a community operated on a nonprofit basis including, but not limited to:
    - Fire, rescue, and public safety;
    - Health services;

  - Community, social, or cultural services;

- A broad range of community facilities are eligible for guaranteed loans. These include cultural and educational facilities (such as schools, libraries, art museums, and theaters), transportation facilities (such as airports, municipal garages, street improvements, rail, or bus service), recreational facilities (such as parks, health clubs, and campgrounds), community health services (such as assisted-living facilities, hospitals, nursing homes, and medical and vocational rehabilitation centers), community support services (such as child or adult day care and business incubators), public buildings and improvements (including community centers), and fire, rescue and public-safety facilities.
  - Transportation facilities such as streets, roads, and bridges;
  - Hydroelectric generating facilities and related connecting systems and appurtenances, when not eligible for RUS financing;
  - Telecommunications equipment as it relates to medical and educational telecommunications links;
  - Supplemental and supporting structures for other rural electrification or telephone systems (including facilities such as headquarters and office buildings, storage facilities, and maintenance shops) when not eligible for RUS financing;
  - Natural gas distribution systems; and
  - Industrial park sites, but only to the extent of land acquisition and necessary site preparation, including access ways and utility extensions to and throughout the site. Funds may not be used in connection with industrial parks to finance on-site utility systems, or business and industrial buildings.

- “Otherwise improve” includes, but is not limited to, the following:
  - The purchase of major equipment (such as solid waste collection trucks, telecommunication equipment, necessary maintenance equipment, fire service equipment, X-ray machines) which will in themselves provide an essential service to rural residents; and
  - The purchase of existing facilities when it is necessary either to improve or to prevent a loss of service.
  - (b) Construct or relocate public buildings, roads, bridges, fences, or utilities and to make other public improvements necessary to the successful operation or protection of facilities authorized in paragraph (a) of this section.
  - (c) Relocate private buildings, roads, bridges, fences, or utilities, and other private improvements necessary to the successful operation or protection of facilities authorized in paragraph (a) of this section.
  - (d) Pay the following expenses, but only when such expenses are a necessary part of a project to finance facilities authorized in paragraphs (a), (b), and (c) of this section:

- Reasonable fees and costs such as legal, engineering, architectural, fiscal advisory, recording, environmental impact analyses, archeological surveys and possible salvage or other mitigation measures, planning, establishing or acquiring rights.
- Costs of acquiring interest in land; rights, such as water rights, leases, permits, and rights-of-way; and other evidence of land or water control necessary for development of the facility.

- Purchasing or renting equipment necessary to install, maintain, extend, protect, operate, or utilize facilities.
- Obligations for construction incurred before grant approval. Construction work should not be started and obligations for such work or materials should not be incurred before the grant is approved. However, if there are compelling reasons for proceeding with construction before grant approval, applicants may request Agency approval to pay such obligations. Such requests may be approved if the Agency determines that:
    - Compelling reasons exist for incurring obligations before grant approval;
    - The obligations will be incurred for authorized grant purposes;
    - Contract documents have been approved by the Agency;
    - All environmental requirements applicable to the Agency and the applicant have been met; and
    - The applicant has the legal authority to incur the obligations at the time proposed, and payment of the debts will remove any basis for any mechanic's, material, or other liens that may attach to the security property.

The Agency may authorize payment of such obligations at the time of grant closing. The Agency's authorization to pay such obligations, however, is on the condition that it is not committed to make the grant; it assumes no responsibility for any obligations incurred by the applicant; and the applicant must subsequently meet all grant approval requirements. The applicant's request and the Agency's authorization for paying such obligations shall be in writing.

WHAT KINDS OF FUNDING ARE AVAILABLE?

- Low interest direct loans
- Grants
- A combination of the two above, as well as our loan guarantee program. These may be combined with commercial financing to finance one project if all eligibility and feasibility requirements are met.

WHAT ARE THE FUNDING PRIORITIES?

- Priority point system based on population, median household income
- Small communities with a population of 5,500 or less
- Low-income communities having a median household income below 80% of the state nonmetropolitan median household income.

WHAT ARE THE TERMS?

Funding is provided through a competitive process.

- Direct Loan:
    - Loan repayment terms may not be longer than the useful life of the facility, state statutes, the applicant’s authority, or a maximum of 40 years, whichever is less
    - Interest rates are set by Rural Development, contact us for details and current rates
    - Once the loan is approved, the interest rate is fixed for the entire term of the loan, and is determined by the median household income of the service area and population of the community

- There are no pre-payment penalties
- Contact us for details and current interest rates applicable for your project

GRANT APPROVAL:

- Applicant must be eligible for grant assistance, which is provided on a graduated scale with smaller communities with the lowest median household income being eligible for projects with a higher proportion of grant funds. Grant assistance is limited to the following percentages of eligible project costs:
  - Maximum of 75 percent when the proposed project is:
    - Located in a rural community having a population of 5,000 or fewer; and
    - The median household income of the proposed service area is below the higher of the poverty line or 60 percent of the State nonmetropolitan median household income.
  - Maximum of 55 percent when the proposed project is:
    - Located in a rural community having a population of 12,000 or fewer; and
    - The median household income of the proposed service area is below the higher of the poverty line or 70 percent of the State nonmetropolitan median household income.
  - Maximum of 35 percent when the proposed project is:
    - Located in a rural community having a population of 20,000 or fewer; and
    - The median household income of the proposed service area is below the higher of the poverty line or 80 percent of the State nonmetropolitan median household income.
  - Maximum of 15 percent when the proposed project is:
    - Located in a rural community having a population of 20,000 or fewer; and
    - The median household income of the proposed service area is below the higher of the poverty line or 90 percent of the State nonmetropolitan median household income. The proposed project must meet both percentage criteria. Grants are further limited.
- Grant funds must be available

ARE THERE ADDITIONAL REQUIREMENTS?

- Applicants must have legal authority to borrow money, obtain security, repay loans, construct, operate, and maintain the proposed facilities
- Applicants must be unable to finance the project from their own resources and/or through commercial credit at reasonable rates and terms
- Facilities must serve rural area where they are/will be located
- Project must demonstrate substantial community support
- Environmental review must be completed/acceptable

HOW DO WE GET STARTED?

- Contact your local office to discuss your specific project
- Applications for this program are accepted year round
- Program resources are available online (includes forms needed, guidance, certifications)

- Request a Data Universal Number System (DUNS) number if your organization doesn't already have one. It should not take more than a few business days to get your number.
- Register your organization with the System for Award Management (SAM) if you aren't already registered. The registration is free, but you need to complete several steps.

WHO CAN ANSWER QUESTIONS?

Contact your local RD office.

Montana

Janelle Gustafson, Acting State Director
2229 Boot Hill Court
Bozeman, MT 59715
Voice: (406) 585-2580
www.rd.usda.gov/mt

AMERICAN HIKING SOCIETY

CONTACT INFORMATION

1422 Fenwick Ln.
Silver Spring, MD United States 20910-3328
Telephone: (301) 565-6704
Contact: Gregory A. Miller Ph.D., Pres.
Fax: (301) 565-6714
E-mail: info@americanhiking.org
URL: www.americanhiking.org

FINANCIAL DATA:

(Fiscal Year ended 2013-12-31)

- Assets: $81,697
- Total giving: $26,000

ADDITIONAL CONTACT INFORMATION:

- Toll-free tel.: (800) 972-8608; e-mail for Gregory A. Miller: gmiller@americanhiking.org

LIMITATIONS:

- Giving on a national basis.

PURPOSE AND ACTIVITIES:

- The society promotes and protects foot trails and the hiking experience.

PROGRAM AREA(S):

- The grant maker has identified the following area(s) of interest:

NATIONAL TRAILS FUND:
This program works to protect and build hiking trails throughout the U.S. Projects that will be considered for grants include: those that have hikers as the primary constituency (though multi-purpose human-powered trail uses are eligible); those that secure trail lands, including the acquisition of trails and trail corridors and the costs associated with acquiring conservation easements; projects that will result in visible and sustainable ease of access, improved hiker safety, and/or the avoidance of environmental damage; and projects that promote constituency-building surrounding specific trail projects, including volunteer recruitment and support. Eligible applicants must have 501(c)(3) status; award amounts range from $500 to $5,000.

FIELDS OF INTEREST:

SUBJECTS:
- Environment;
- Land resources;
- Sports and recreation

GEOGRAPHIC FOCUS:
- National

APPLICATION INFORMATION:
- Application form required.
- Deadline(s): Dec. 17 for National Trails Fund

BIKES BELONG FOUNDATION

CONTACT INFORMATION
207 Canyon Blvd., Ste. 202
Boulder, CO United States 80302-4428
Telephone: (303) 449-4893
Contact: Zoe Kircos, Grants Mgr.
Fax: (303) 442-2936
E-mail: mail@bikesbelong.org
URL: www.peopleforbikes.org

ADDITIONAL CONTACT INFORMATION:
Mailing address: P.O. Box 2359, Boulder, CO 80306-2359; e-mail for grant information: grants@bikesbelong.org; fax for Zoe Kircos: (303) 442-2936

LIMITATIONS:
- Giving on a national basis.
- No grants for master plans and other policy documents or litigation; signs, maps, and travel; trailheads, information kiosks, benches, and restroom facilities; bicycles, helmets, tools, and other accessories or equipment; events; bike recycling, repair, earn-a-bike programs, or bicycle

rodeos; general operating costs; staff salaries; rides and event sponsorships; or planning and retreats.

PURPOSE AND ACTIVITIES:

- The foundation focuses on bicycle safety, children's bicycling programs, and supporting innovative and grassroots efforts to make bicycling safer and more accessible for all.

PROGRAM AREA(S):

- The grant maker has identified the following area(s) of interest:

COMMUNITY PARTNERSHIP GRANTS:

Grants are available to foster and support partnerships between city or county governments, non-profit organizations, and local businesses to improve the environment for bicycling in the community. Grants will primarily fund the construction or expansion of bicycle facilities such as bike lanes, trails, and paths. Advocacy projects that promote bicycling as a sage and accessible mode of transportation. Lead organizations must be nonprofits or a government entity. All projects must support bicycling among all age groups and ability levels.

REI/BICYCLE FRIENDLY COMMUNITIES GRANT PROGRAM:

Administered in partnership with the League of American Bicyclists, this program grants awards ranging from $5,000 to $15,000 to city advocacy organizations and city planning departments to support designated and aspiring bicycle-friendly communities that are demonstrating success, employing creative strategies, and showing marked advancements in becoming more bicycle-friendly.

FIELDS OF INTEREST:

SUBJECTS:

- Sports and recreation

GEOGRAPHIC FOCUS:

- National

APPLICATION INFORMATION:

- Applications may be submitted at any time, and are reviewed on a quarterly basis. Applications are only accepted via email; unsolicited requests for REI/Bicycle Friendly Communities Grant Program funding not considered or acknowledged
- Application form required.
- Initial approach: Download application
- Copies of proposal: 1
- Deadline(s): Mar. 31 and Sept. 30
- Final notification: Within three months

- Additional information: All grant materials must be combined into one .pdf file and submitted via email; hard copy proposals will not be accepted

TRAILS-TO-TRAILS CONSERVANCY

CONTACT INFORMATION

2121 Ward Ct., N.W., 5th Fl., The Duke Ellington Bldg.
Washington, DC United States 20037-1251
Telephone: (202) 331-9696
Contact: Keith Laughlin, Pres.
URL: www.railtrails.org

FINANCIAL DATA:

(Fiscal Year ended 2014-09-30)

- Assets: $6,603,746
- Total giving: $149,520

LIMITATIONS:

- Giving on a national basis.

PURPOSE AND ACTIVITIES:

- The conservancy works to create a nationwide network of trails from former rail lines and connecting corridors to build healthier places for healthier people.

FIELDS OF INTEREST:

SUBJECTS:

- Physical fitness;
- Public health;
- Sports and recreation

FINANCIAL DATA:

- Year ended 2014-09-30:
- Assets: $6,603,746 (market value);
- Gifts received: $7,082,199;
- Expenditures: $7,292,900;
- Total giving: $149,520;
- Qualifying distributions: N/A;
- Giving activities include:
    - $149,520 for 17 grants

KABOOM

IMAGINATION PLAYGROUND GRANT

- Imagination Playground™ is an innovative design in play equipment that encourages creativity, communication, and collaboration in play. With a collection of custom-designed, oversized blue foam parts, Imagination Playground™ provides a changing array of elements that allow children to turn their playground into a space constantly built and re-built by their imagination.
- Learn more about Imagination Playground™.

DEADLINE:

- Applications are accepted on a rolling basis with deadlines at the end of each month.

ELIGIBILITY:

- Municipalities and child-serving nonprofit organizations.

APPLICANT MUST:

- Demonstrate need for Imagination Playground™ in a Cart set.
- Give evidence of available space and the ability to maintain the Imagination Playground™ in a Cart set.
- Give anticipated impact that Imagination Playground™ in a Cart will have on the community and increased play opportunities.
- Show demonstrated impact on low income areas and the number of children the Imagination Playground™ in a Cart set will serve.

CONTACT:

- If you have any questions about the application process, please email grants@kaboom.org with "Imagination Playground™ Grant" in subject line.

RIGAMAJIG GRANTS

Rigamajig is a collection of wooden planks, wheels, pulleys, nuts, bolts and rope allow that children to follow their curiosity while playing. There are no wrong answers, and while the pieces can come together as a crane used to convey buckets or materials, they can also become a giraffe, monster, robot, airplane or just a "thingy."

For more information about Rigamajig, go to kaboom.org/rigamajig

DEADLINE:

- Applications are accepted on a rolling basis with deadlines at the end of each month.

ELIGIBILITY:

- KaBOOM! Alumni that have demonstrated that they have taken transformative action for play in their community and have the ability to use Rigamajig to bring more play to the kids in the community.

FREQUENTLY ASKED QUESTIONS:

- Grant Application Guide

CONTACT:

- If you have any questions about the application process, please email grants@kaboom.org with "Rigamajig Grant" in subject line.

PARK RECYCLING GRANT

CONTACT INFORMATION

Keep America Beautiful
1030 15th Street, NW, Suite 600
East Washington, D.C. 20005
Contact: Alec Cooley
Telephone: 843.278.7686
Email: acooley@kab.org

Research has shown that lack of convenient access to recycling bins is one of the main barriers preventing people from recycling. Lifestyles have changed, and people increasingly consumed beverage containers and other items away from home. The purpose of a public space recycling bin is to bring the convenience and value of recycling to an "on-the-go" society. Providing recycling access in shared community spaces promotes and reinforces recycling behavior at the individual level. The Park Recycling Infrastructure Grants program is designed specifically to assist communities in expanding recycling opportunities to park settings.

HOW IT WORKS

The program offers four styles of recycling bins designed for use in local, regional and state park settings. Apply on-line and describe your program needs, request your preferred bin type, and tell us how many you would like to receive. After grant recipients are selected, KAB will contact grantees to confirm details and arrange to have suppliers deliver bins directly to the recipients. To help further expand park recycling programs, grantees will be eligible to purchase additional bins of the same style at a discounted price.

ELIGIBILITY

The grant program is open to all government agencies that own or manage local, regional or state parks. Nonprofit organizations and KAB affiliates are also eligible to apply on behalf of government agencies. For-profit businesses are not eligible to receive grants.

WHEN TO APPLY

- Grants are awarded annually, with applications typically accepted during a month-long period.
- Application are not currently being accepted.
- To receive an email when the next cycle is announced, click this link to add your name to our notification list.

CAL RIPKEN SR. FOUNDATION, INC.

CONTACT INFORMATION

1427 Clarkview Rd., Ste. 100
Baltimore, MD United States 21209-0030
Telephone: (410) 823-0808
Fax: (443) 841-7033
E-mail: info@ripkenfoundation.org
URL: www.ripkenfoundation.org

ADDITIONAL DESCRIPTOR:

- Celebrity: Sports;
- Organization that normally receives a substantial part of its support from a governmental unit or from the general public

FINANCIAL DATA:

(Fiscal Year ended 2013-12-31)

- Assets: $13,257,644
- Total giving: $1,790,570

ADDITIONAL CONTACT INFORMATION:

- Toll-free tel.: (877) 747-5361

BACKGROUND:

Established in 2001 in MD - Founded by the Ripken family in honor of the late Cal Ripken, Sr., who was a former coach and manager of the Baltimore Orioles. Ripken spent 36 years with the Baltimore Orioles, including being its bullpen coach (1976-1977), third base coach (1977-1986, 1989-1992) and general manager (1987-1988). Cal Ripken Jr. is a former shortstop for the Orioles who won two American League Most Valuable Player awards, and is best known for his "Iron Man" streak of 2,632 consecutive games played. Ripken was inducted into the National Baseball Hall of Fame in 2007.

LIMITATIONS:

- Giving on a national basis.

PURPOSE AND ACTIVITIES:

- The foundation provides recreational facilities to foster the development of social skills involving team work, foster a positive image of baseball, provide youth and adult instruction, and develop the sport of baseball.

PROGRAM AREA(S):

- The grant maker has identified the following area(s) of interest:

BASEBALL/SOFTBALL EQUIPMENT GRANTS:

This grant provides and ships baseball and softball equipment to organizations and schools who serve disadvantaged children, in order to strengthen and support grassroots youth baseball and softball in local communities and to increase opportunities for youth. Grants are provided to community recreation programs run by local governments, existing baseball and softball leagues, Boys & Girls Clubs, and public schools running out-of-school programs.

CAMP SPONSORSHIP GRANTS:
These grants provide an opportunity for the chosen student-athletes to attend a baseball camp to develop their skills and networks. The goal through this experience is for a student-athlete to have an opportunity to play at the next level. Grants are awarded to high school student-athletes entering his/her sophomore or junior years who participate on a baseball/softball team in a public-school system.

PUBLIC YOUTH BALL FIELD RENOVATION MATCHING GRANTS:
This grant makes matching cash grants to provide field refurbishment costs and/or field supplies and maintenance equipment for community or public youth baseball/softball fields. Grants are provided to local government departments of parks and recreation, non-profit organizations, and/or established community baseball or softball leagues.

QUICKBALL GRANTS:
This grant makes Quickball resources available to grow baseball and softball at a grassroots level through the game of Quickball. Quickball is a national baseball enhancement program that allows children to learn the basics of baseball in a fun, fast-paced way. Grants are provided to community recreation programs run by local governments, Boys & Girls Clubs, and public schools running out-of-school programs.

FIELDS OF INTEREST:

SUBJECTS:

- Community service for youth;
- Youth development;
- Youth organizing;
- Youth services

GEOGRAPHIC FOCUS:

- National

APPLICATION INFORMATION:

- Application form required.
- Initial approach: Download application form
- Deadline(s): Jan. 15 and Oct. 15
- Final notification: Six to ten weeks

HOME DEPOT FOUNDATION

COMMUNITY IMPACT GRANTS PROGRAM

- Grants, up to $5,000, are available to IRS-registered 501c designated organizations and tax-exempt public service agencies in the U.S. that are using the power of volunteers to improve the physical health of their community.
- Grants are given in the form of The Home Depot gift cards for the purchase of tools, materials, or services.
- Our mission is to ensure that every veteran has a safe place to call home. As such- priority will be placed on volunteer projects that fit the following criteria.
    - Projects that serve veterans and their families, whether that's repairing homes or improving facilities
    - Projects that involve veterans volunteering to help other veterans in the communities where they live

APPLICATION CONSIDERATIONS

- We receive many worthwhile requests and cannot accommodate all of them. More competitive grant proposals will specifically identify projects for veterans and will include housing repairs, modifications, and weatherization work.
- Once grant applications are reviewed, all applicants will receive a written response within six weeks of receipt of a request. Please do not contact your local store or The Home Depot Customer Care helpline to inquire about the status of your application. Should you have any questions about this grant program please e-mail the Foundation by clicking here. For all other Foundation inquiries, please click here.
- Only proposals submitted through the online application process will be considered for funding. Donation requests submitted by mail, phone, or e-mail will not receive funding and will be directed to the online application process.

GRANT GUIDELINES

- Only IRS-registered 501c designated organizations and tax-exempt public service agencies (e.g. Police/Fire Departments) in the U.S. are eligible to apply. In very limited circumstances, applications that are submitted by organizations that do not meet this guideline will be considered, but only to the extent that they are requesting funds to support a charitable purpose as defined by the IRS.
- Grants must support work completed by community volunteers in the U.S.
- Projects must be completed within six months following notification that the grant has been awarded.
- Grants are solely given in the form of The Home Depot gift cards for the purchase of tools, materials, or services.
- Organizations who have received funding through The Home Depot Foundation's Community Impact Grant Program must wait 12 months after notification of award before applying for additional grants through this program.
- Organizations must be in existence for at least one year.
- Organizations should be willing to submit stories and pictures of the project upon completion.

PROPOSALS FOR THE FOLLOWING COMMUNITY IMPROVEMENT ACTIVITIES WILL BE CONSIDERED:

- Repairs, refurbishments, and modifications to low-income and/or transitional veteran's housing, or community facilities (schools, community centers, senior centers, etc.)
- Weatherizing or increasing energy efficiency of low-income and/or transitional veterans' housing, or community facilities
- Engage veterans as volunteers to help other veterans in their community through service projects focusing on the renovation, repair and improvement of homes and other properties serving veterans
- Planting trees or community gardens and/or landscaping community facilities that serve veterans

THE HOME DEPOT FOUNDATION'S COMMUNITY IMPACT GRANT PROGRAM DOES NOT MAKE GRANTS TO SUPPORT THE FOLLOWING:

- Nonprofit organizations that have been in existence for less than one year
- Churches and religious organizations whose improvement project primarily serves their congregation and not the overall community
- Scholarships or other direct support to individuals or families
- Fraternal, political, labor, athletic or social organizations, civic clubs, candidates or projects
- Sponsorship or prizes for events such as conferences, festivals, dinners, sports competitions, art exhibits, fundraisers (e.g. dinners, walks/runs/relays, golf tournaments and auctions)
- Requests for The Home Depot's Kids Workshop kits and/or aprons
- Capital campaigns, endowments or endowed chairs
- Film, music, television, video or media production projects or broadcast underwriting
- Goodwill advertising or marketing
- Any other support that does not meet the IRS's definition of a charitable purpose.

LOWE'S COMMUNITY PARTNERS GRANTS

Lowe's Community Partners grant program helps build better communities by providing monetary assistance to nonprofit organizations and municipalities looking for support of high-need projects such as: building renovations/upgrades, grounds improvements, technology upgrades as well as safety improvements.

Grants range from $2,001 to $100,000, with most projects falling between $10,000 and $25,000. Our Lowe's Heroes employee volunteer program is another opportunity for support, which Lowe's can provide to some grant recipients to help supplement the labor of projects. We encourage applicants to speak to their local store manager to see if this is a possibility before applying.

THE COMMUNITY PARTNERS 2017 CYCLE DATES ARE:

- Fall Cycle: July 1, 2017 – August 26, 2017
- Grants can only be applied for during the cycle dates. It is during this time that a link for the application will become available.

THE LORRIE OTTO SEEDS FOR EDUCATION GRANT PROGRAM

The Lorrie Otto Seeds for Education Grant Program gives small monetary grants to schools, nature centers, and other non-profit and not-for-profit places of learning in the United States with a site available for a stewardship project. Successful non-school applicants often are a partnership between a youth group (scouts, 4-H, etc.) and a site owner. Libraries, government agencies and houses of worship are eligible subject to youth participation.

Established by Wild Ones in 1996, the Seeds for Education (SFE) Program honors the late Lorrie Otto, our "philosophical compass." Money for the grant program comes from donations from Wild Ones members, chapters and other benefactors.

ELECTRONIC APPLICATIONS FOR SFE AWARDS

- To be considered for the annual award, applicants must submit an electronic application by October 15th of the year prior to the grant year. Notification of awards will be made by February 15th of the grant year.
- Right-click here to download grant application and instructions.
- Right-click here to review an example of a completed grant application.
- Project goals should focus on enhancement and development of an appreciation for nature using native plants. Projects must emphasize involvement of students and volunteers in all phases of development, and increase the educational value of the site. Creativity in design is encouraged, but must show complete and thoughtful planning. The use of, and teaching about, native plants and the native-plant community is mandatory, and the native plants must be appropriate to the local ecoregion and the site conditions (soil, water, sunlight). The Project Coordinator should be knowledgeable and committed.

EXAMPLES OF APPROPRIATE PROJECTS ARE:

- Wildflower gardens with habitat for butterflies or other pollinators
- Rainwater gardens that capture run-off and feature native plant communities
- Groves of trees or native shrubs that support birds and other wildlife

LARGER-SCALE PROJECTS THAT MAY RECEIVE FUNDING INCLUDE:

- Design, establishment and maintenance of a native-plant community such as prairie, woodland, wetland, etc., in an educational setting such as an outdoor classroom.
- Developing and maintaining an interpretive trail landscaped with native plant communities.
- Developing a wetland area to study the effect of native vegetation on water-quality improvement.

Cash awards range from $100 to $500. Funds are restricted to the purchase of native plants and seed for the grant-award year. Successful projects are eligible for discounts on seeds and plants from SFE Nursery Partners.

Applicants who receive a SFE Program Grant must submit an electronic final report by February 15th of the year following the grant year. Click here to download a copy of the report.

Recipients for the yearly awards will be chosen by the Seeds for Education judges, a volunteer panel of educators and naturalists. A listing of successful grant recipients from our SFE program from past years is available here.

SHADE STRUCTURE GRANT

ELIGIBILITY & APPLICATION

- The American Academy of Dermatology's (AAD) Shade Structure Grant Program awards grants to public schools and non-profit organizations for installing permanent shade structures for outdoor locations that are not protected from the sun, such as playgrounds, pools, or recreation spaces. Each Shade Structure Grant is valued up to $8,000, which includes the cost for a shade structure and installation. In addition to the grant, the AAD also provides a permanent sign near the shade structure. The AAD receives support for this program from its members and outside organizations.

ELIGIBLE APPLICANTS

- The AAD Shade Structure Grant Program is open to 501(c)(3) non-profit organizations that provide services, programs and curricula to children and teenagers who are 18 and younger. To be considered for grants, applicants must:
    - Be recommended by an AAD member dermatologist. Locate an AAD member dermatologist by using the Find a Dermatologist tool.
    - Demonstrate an ongoing commitment to sun safety within your organization. A sun safety/skin cancer awareness program must be in place for at least one year prior to application. *(Bonus points awarded for using AAD materials, examples below.)*
    - Consider a shade structure that meets the stringent requirements of the AAD. See Shade Structure Grant Program guideline book for specific criteria on shade structure selection.
- Your organization's awareness program can be original content developed specifically for your audience, or repurposed materials available from other organizations, such as the AAD's Sun-Safety Toolkit, or Good Skin Knowledge Curriculum. Good Skin Knowledge is a free, downloadable curriculum developed for 8- to 13-year-olds to promote healthy self-esteem through education about skin, hair, and nails. Additional resources and materials from other organizations can be found in FAQs.

GRANT APPLICATION LINK:

https://www.aad.org/public/spot-skin-cancer/programs/shade-structure-program/eligibility-application

If you have questions about the program, please email shadestructure@aad.org.

TONY HAWK FOUNDATION

CONTACT INFORMATION

1611-A S. Melrose Dr., Ste. 360
Vista, CA United States 92081-5471
Telephone: (760) 477-2479
Contact: Kim Novick, Development Dir.
Fax: (760) 477-2474
E-mail: kim@tonyhawkfoundation.org
URL: www.tonyhawkfoundation.org

FINANCIAL DATA:

(Fiscal Year ended 2013-12-31)

- Assets: $2,884,672
- Total giving: $751,420

ADDITIONAL CONTACT INFORMATION:

- Application e-mail: contact@tonyhawkfoundation.org

BACKGROUND:

- Established in 2000 in CA - Founded by Anthony "Tony" Hawk, a professional skateboarder. Hawk is regarded as one of the greatest skateboarders in the history of the sport, winning multiple X-Games gold medals. In addition, Hawk has also been the focus of several popular skateboarding video games

LIMITATIONS:

- Giving on a national basis;
- No grants to individuals.

PURPOSE AND ACTIVITIES:

- The primary mission of the foundation is to promote free, high-quality public skateparks in low-income areas throughout the U.S.

PROGRAM AREA(S):

The grant maker has identified the following area(s) of interest:

PUBLIC SKATEPARK GRANTS:

The foundation awards grants, ranging from $1,000 to $25,000, to facilitate the construction of new quality skateboard parks, located in low-income communities in the U.S. Grants are based on a one-time, single-year award, although they may be paid over more than one year, if appropriate.

FIELDS OF INTEREST:

SUBJECTS:

- Parks;
- Sports and recreation

GEOGRAPHIC FOCUS:

- National

SUPPORT STRATEGIES:

- Building and renovations;
- Equipment;
- Seed money;
- Technical assistance

APPLICATION INFORMATION:

- Applications may not be submitted via printed forms, fax, e-mail, or CDs and other computer discs
- Application form required.
    - Applicants should submit the following:
    - Copy of current year's organizational budget and/or project budget;
    - Copy of IRS Determination Letter
- Initial approach: Access online application form
- Board meeting date(s): Apr. and Dec.
- Deadline(s): Mar. 1 and Oct. 1
- Final notification: Sixty to ninety days
- Additional information: In addition to the above, applicants should also include documentation (such as newspaper clips or letters from prominent officials) of community support for the skatepark and a copy of the skatepark design. If a professional designer or builder/contractor has been hired, please include a copy of their resume

BILLINGS ROTARY FOUNDATION

CONTACT INFORMATION

PO Box 1094
Billings, MT 59103

Since 1916, the Downtown Billings Rotary Club has been committed to making a difference in the world and in our own communities. We have served our community, adhering to the principles first established by Rotary International when it was founded in 1905: to encourage and foster the idea of service as a basis of worthy enterprise and, in particular, to encourage and foster:

- The development of acquaintance as an opportunity for service

- High ethical standards in business and professions; the recognition of the worthiness of all useful occupations; and the dignifying by each Rotarian's occupation as an opportunity to serve society
- The application of the ideal of service in each Rotarian's personal, business and community life
- The advancement of international understanding, goodwill and peace through a world fellowship of business and professional persons united in the ideal of service

Our club has sponsored a variety of projects through the years that have made a difference in the lives of many in the community.

PREVIOUS COMMUNITY GRANTS:

https://portal.clubrunner.ca/1839/Stories/billings-rotary-club-2016-2017-projects

CONTACT CAN BE MADE THROUGH ATTENDING A MEETING OR CONTACTING THE PRESIDENT ONLINE:

- Meeting are Mondays at 12 PM at the Northern Hotel 19 N Broadway Second Floor Billings, MT 59101
- Any person may attend a luncheon meeting for the price of the meal. Lunch is served buffet-style, and there are choices for those who are sensitive to lactose and gluten.
- President Bill Dutcher online contact form: https://portal.clubrunner.ca/1839/SingleEmail/Send?MemberId=BR7Rmn8n1yJ4mbOEcH/9Mw==

Regular **3. A.**

Regular City Council Meeting

Meeting Date: 11/13/2017

TITLE: SID 1403 Gleneagles Boulevard Public Hearing and Resolution Creating District

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

Ron Hill, owner of 20 of the 22 lots proposed in the SID 1403 district boundary, desires to construct public improvements on Gleneagles Boulevard between Cherry Hills Road and Lake Hills Drive and a short extension of Lake Hills Drive. These improvements generally consist of water, sanitary sewer, storm drain, curb and gutter and street improvements. Ron Hill will pay a cash contribution for 17 of his lots. This is necessary to meet the City's Raw Land District Requirements (Resolution No. 87-15592). The City will be making a cash contribution in the amount of $80,549.48 to the project. This will pay for the City's portion of Gleneagles Boulevard, which is classified as an arterial street. Between Ron Hill's and the city's cash contribution, this represents 77% of the total project costs. Protests will be announced at the Council meeting.

ALTERNATIVES ANALYZED

The Council may:

• Conduct a public hearing and approve the resolution creating SID 1403 Gleneagles Boulevard; or
• After holding a public hearing, do not approve the resolution creating SID 1403 Gleneagles Boulevard. If not approved, the section of Gleneagles will need to be funded with a different source and several lots will remain unable to be developed.

FINANCIAL IMPACT

The total estimated costs of the improvements are $1,061,380.98. The costs of the improvements are to be paid from the following sources: (1) $240,000.00 of Special Improvement District bonds; (2) $740,831.50 of cash contribution by Ron Hill, which is the assessment for 17 of the 22 lots in the District; and (3) $80,549.48 of cash contribution from the City of Billings out of arterial and gas tax funds.

RECOMMENDATION

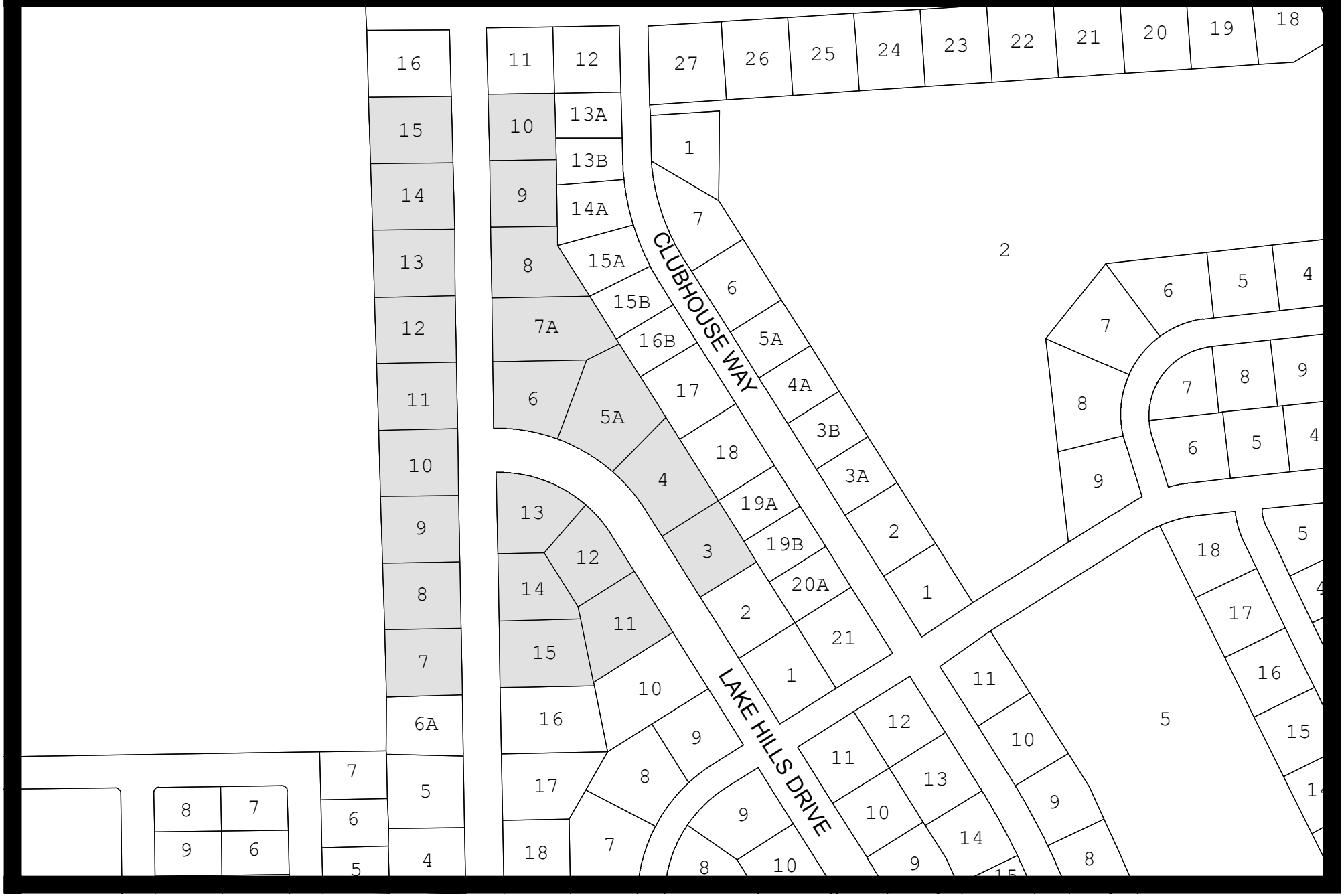
Staff recommends that Council conduct a public hearing and approve the resolution creating SID 1403 Gleneagles Boulevard.

APPROVED BY CITY ADMINISTRATOR

Attachments

District Boundary
SID 1403 Resolution Creating District

SID 1403 – Exhibit A



CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 17-_____ _____, entitled: "RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. **1403**; CREATING THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND AND ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a meeting on **November 13, 2017**, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Councilmembers voted in favor thereof: _____ _____ _____; voted against the same: _____ _____; abstained from voting thereon: _____ _____; or were absent: _____ _____ _____.

WITNESS my hand officially this _____ day of _____.

_____
Denise Bohlman CITY CLERK

RESOLUTION NO. 17-_____

RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. **1403**; CREATING THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND AND ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE.

BE IT RESOLVED by the City Council of the City of Billings (the "City"), Montana, as follows:

Section 1. Passage of Resolution of Intention. This Council, on **October 23, 2017,** adopted Resolution No. **17-10675** (the "Resolution of Intention"), pursuant to which this Council declared its intention to create a special improvement district, designated as Special Improvement District No. **1403** of the City, under Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended, for the purpose of financing the costs of certain local improvements described generally therein (the "Improvements") and paying costs incidental thereto, including costs associated with the sale and the security of special improvement district bonds drawn on the District (the "Bonds"), the creating and administration of the District, the funding of a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund").

Section 2. Notice and Public Hearing. Notice of passage of the Resolution of Intention was duly published and mailed in all respects in accordance with the law, and on **November 13, 2017**, this Council conducted a public hearing on the creation or extension of the District and the making of the Improvements. The meeting of this Council at which this resolution was adopted is the first regular meeting of the Council following the expiration of the period ended 15 days after the first date of publication of the notice of passage of the Resolution of Intention (the "Protest Period").

Section 3. Protests. Within the Protest Period, _____ protests were filed with the City Clerk and not withdrawn by the owners of property in the District subject to assessment for ___% of the total costs of the Improvements or representing ___% of the area of the District to be assessed for the cost of the Improvements. **The protest represents __% of the assessed cost.**

Section 4. Creation of the District; Insufficiency of Protests. The District is hereby created on the terms and conditions set forth in, and otherwise in accordance with, the Resolution of Intention. The protests against the creation or extension of the District or the making of the Improvements filed during the Protest Period, if any, are hereby found to be insufficient. The findings and determinations made in the Resolution of Intention are hereby ratified and confirmed.

Section 5. Reimbursement Expenditures.

5.01. Regulations. The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the "Regulations") require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the "small issuer" exception from the arbitrage

rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

5.02. Prior Expenditures. Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2 (j) (2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2 (f) (2) of the Regulations, or (iv) expenditures in a "de minimus" amount (as defined in Section 1.150-2 (f) (1) of the Regulations), no expenditures for the Improvements have been paid by the City before the date 60 days before the date of adoption of this resolution.

5.03. Declaration of Intent. The City reasonably expects to reimburse the expenditures made for costs for the Improvements out of the proceeds of Bonds in an estimated maximum aggregate principal amount of **$240,000** after the date of payment of all or a portion of the costs of the Improvements. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2 (d) (3) of the Regulations.

5.04. Budgetary Matters. As of the date hereof, there are not City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Improvements, other than pursuant to the issuance of the Bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

5.05. Reimbursement Allocations. The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Improvements. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds or the Improvements and shall specifically identify the actual original expenditure being reimbursed.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this **13th Day of November, 2017.**

THE CITY OF BILLINGS:

BY _____
Thomas W. Hanel MAYOR

ATTEST:

BY_____
Denise Bohlman CITY CLERK

Regular City Council Meeting

Meeting Date: 11/13/2017
TITLE: SID 1403 Gleneagles Boulevard Professional Services Contract
PRESENTED BY: David Mumford, Public Works Director
Department: Public Works
Presentation: No

PROBLEM/ISSUE STATEMENT

SID 1403 Gleneagles Boulevard, will construct improvements on Gleneagles Boulevard and Lake Hills Drive within Lake Hills Subdivision. These improvements generally consist of water, sanitary sewer, storm drain, curb and gutter, and street improvements. Mayor and Council are asked to consider authorizing and executing a Contract for Professional Services with Performance Engineering and Consulting to provide engineering design and construction administration for SID 1403. The contract is in the amount of $145,137. Performance Engineering and Consulting was selected based on proposals requested from a list of prequalified consultants for this type of work. Other firms considered were Sanderson Stewart and Territorial Landworks.

ALTERNATIVES ANALYZED

City Council may:

- Approve the professional services contract with Performance Engineering and Consulting, or;
- Disapprove the professional services contract with Performance Engineering and Consulting. If not approved, another option will have to be considered for design and construction administration for SID 1403.

FINANCIAL IMPACT

The professional services contract with Performance Engineering and Consulting is for $145,137 and will be paid out of the SID funds.

RECOMMENDATION

Staff recommends that the City Council approve the professional services contract with Performance Engineering and Consulting for SID 1403 for $145,137.

APPROVED BY CITY ADMINISTRATOR

Attachments

SID 1403 Professional Services Contract

Contract for Professional Architectural and Engineering Services

Project SID-1403 Gleneagles Boulevard

In consideration of the mutual promises herein, City of Billings and Performance Engineering and Consulting, PLLC 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 4 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 3 pages (Schedule of Professional Fees);

Appendix E consisting of 1 pages (Project Schedule);

Appendix F consisting of 1 pages (Certificate(s) of Insurance); and

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
B. “Billings” means the City of Billings.
C. "Contractor" means Performance Engineering and Consulting, PLLC.

Section 2. Scope of Services.

A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.

C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
D. The Contractor shall provide as-built drawings on mylars and in digital format, as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings.

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 __November 1, 2019.

Section 4. Compensation; Method of Payment.

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

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

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

Section 7. Insurance.

A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
B. The Contractor shall provide the following insurance:

    1. Workers' compensation and employer's liability coverage as required by Montana law.
    2. Commercial general liability, including contractual and personal injury coverage's -- $1,500,000 per occurrence.
    3. Commercial automobile liability -- $1,500,000 per accident.
    4. Professional liability in the amount of $1,500,000 per 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) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Billings: Debi Meling, PE
City of Billings
Public Works/Engineering
2224 Montana Avenue
Billings, Montana 59101 FAX: (406) 237-6291

Contractor: Craig Dalton
Performance Engineering & Consulting
7100 Commercial Avenue, Suite 4
Billings, MT 59101 FAX: (406) 384-0080

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

Contractor: Craig Dalton
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

The 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

_____
City Council or Designee

Date:_____

ATTEST:

_____
City Clerk

Date:_____

Contractor

_____

Name:_____
Title:_____
Date:_____

IRS Tax ID #_____

APPROVED AS TO FORM:

By_____
_____, 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 if Federal funds are used.

Appendix A

Basic Services of Engineer

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 Craig Dalton, P.E. working under the Principal-in-Charge, Craig Dalton.

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 Craig Dalton.

Section 3. Scope of Work.

PEC will provide the following services as part of its basic services:

1. Site Survey and Data Collection

The site survey and data collection portion of the project will consist of the following tasks.

- Gather and review available documents (infrastructure studies, construction records, soils databases, etc.) to identify project site conditions which may require additional consideration for a successful design.
- Identify platted lot corners along the project to allow for accurate placement of the road corridor and utilities/service extensions.
- PEC currently has considerable survey data and control set along the north end of the project at Gleneagles and Cherry Hills intersection (Lake Hills Sub., 35th Filing) as well as design and construction data for water, sewer, and stormwater infrastructure. Control will need to be established at the southern end of the project.
- PEC will gather topographic survey data for the project approximately 10 feet beyond the City of Billing's right-of-way throughout the project extents.

2. Geotechnical Evaluation/Investigation

Through PEC's work with the Lake Hills Sub., 35th Filing project, it is known that at the northern end of the project there will be sandy clay soils present. The sandy clay soils will present a poor bearing capacity that will affect the road design. PEC will be teaming with Rimrock Engineering who will be completing a full geotechnical evaluation of the project corridor. The geotechnical evaluation will consist of the following tasks:

- 5 boring locations will be drilled along the road corridor.
- At each boring location, a full suite of geotechnical tests will be completed including:
  - Visual Soil Classification (USCS)
  - Moisture Content
  - Sieve Analysis
  - Atterberg Limits
  - Water Soluble Sulfate
  - Groundwater level/depth (if present)

3. Infrastructure Design

PEC will coordinate and collaborate with City personnel to ensure all expectation and goals for the project are met. The following sub-tasks detail considerations to each portion of the design process:

A. Water, Sanitary Sewer, and Stormwater Extensions
Design throughout the project will include extensions/connections of the water, sewer, and stormwater infrastructure utilities. Survey and plat data will identify locations for individual services to each adjacent lot that will be installed as part of this project. PEC is planning on using the information/calculations from the *Lake Hills Stormwater Management Feasibility Study* for the sizing of the stormwater infrastructure. PEC will review the information in the above study, and will provide spot checks of the information. PEC will complete a Drainage Design Report analyzing the hydrology of the project's subbasin and street hydraulics of the roadway and subsequent inlet. Analysis of downstream impacts is assumed to be contained within the *Lake Hill Stormwater Management Fesibility Study* and is not included in the scope of this project.

B. Road Design
PEC will provide design of the roadways to ensure optimal drainage and driving conditions. Additionally, as part of the plan set, signing details and plans and pavement marking plans and details will be included.

C. Project Coordination
PEC will coordinate and submit plans to City personnel at the 60%, 90%, and final design project timeline points. This will ensure the City is involved throughout the project with the capability to comment as the design progresses.

D. DEQ Fees
DEQ fees are included in this phase of the project. Based on correspondence with DEQ personnel it is estimated that the fees will cost approximately $4,263.

4. Construction Documents and Bid Assistance

PEC will provide the City with a complete set of construction plans and specifications that will allow the contractor to successfully construct the project. Additionally, it is PEC's experience that complete and concise bid documents can play a big part in project costs. PEC will provide a thorough bid/specification package to ensure the best pricing for the project as well as a detailed engineer's estimate of probable costs.

5. Construction Administration

PEC and Rimrock Engineering personnel will be onsite throughout construction to document the project progress, provide material testing, and ensure that City receives a quality built project. Prior to construction, PEC will help facilitate a pre-construction meeting and submittals from the awarded contractor.

The following are weekly tasks that will be completed throughout construction.

- Pre-construction meeting and submittals: The engineer's representative will hold a pre-construction meeting and invite all pertinent parties (dry/wet utilities, general contractor, and City personnel) in effort to exchange contact information and answer questions. Additionally, the engineer's representative will request construction schedules and material submittals for review.

- Weekly construction site meetings: Every Monday the engineer's representative will meet with the contractor's superintendent to discuss project progress, reconcile construction schedules, and discuss anticipated challenges and mitigation measures. These meetings will occur on-site at 1:00 p.m. with City personnel invited to attend.

- Weekly project progress: Each Tuesday, the engineer's representative will compile the daily logs from the previous week in addition to a short summary of the Monday construction meeting to be submitted to the City's project manager. The progress reports will also include descriptions of completed tasks, upcoming tasks, schedule updates, and projects challenges and resolutions. Key photographs of the weekly construction will be included in the progress report.

Based on our experience of similar construction projects in this area, it is assumed construction will last approximately **12** weeks. However, the budget is subject to revisions upon award of the project and contractor schedule.

Construction testing is included in this phase of the project. Based on preliminary design layouts it is estimated that materials testing costs will be approximately $36,033 for the project.

6. Project Closeout and As-Built Drawings.

Upon completion of the project, all daily logs of the construction progress, changes, challenges, testing results, and construction methods will be submitted to the City staff for review. Additionally, PEC will provide the City with detailed as-built drawings to ensure a thorough, accurate, and complete record for future improvements and expansions.

Not Included in Scope of Work:

- Traffic Impact Study (assumed not to be required)
- Site lighting design services (by others if necessary)
- Groundwater dewatering plan (by Contractor if required)
- Preparation of SWPPP documents (by Contractor)
- Any application/permitting fees other than the DEQ extension fees
- Environmental assessment, or flood hazard evaluation (assumed not to be required)

Appendix B

Methods and Times of Payment

Section 4. 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 ten percent (10%) 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:

i.	Site Survey and Data Collection/Review	$6,486
ii.	Geotechnical Investigation	$3,045
iii.	Infrastructure Design	$19,203
iv.	Construction Documents and Bid Assistance	$15,440
v.	Construction Administration (12 weeks)	$95,913
vi.	Project Closeout and As-Built Drawings	$5,050

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

Section 5. Payments for Extra Services when Authorized by Billings.

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

Section 6. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer

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

A. Field and laboratory testing of materials and reports.

B. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.

Appendix D

Schedule of Professional Fees

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

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

Section 1. Professional Services.

	Standard Rate	Overtime Rate
A. Principal	$ 130	$ 130
B. Engineer		
1. Engineer Level 9	$ 130	$ 130
2. Engineer Level 8	$ 125	$ 125
3. Engineer Level 7	$ 120	$ 120
4. Engineer Level 6	$ 115	$ 115
5. Engineer Level 5	$ 110	$ 110
6. Engineer Level 4	$ 105	$ 105
7. Engineer Level 3	$ 100	$ 100
8. Engineer Level 2	$ 95	$ 95
9. Engineer Level 1	$ 90	$ 90
10. Engineer Intern	$ 75	$ 100
C. Engineering Technician		
1. Sr. Engineering Technician II	$ 110	$ 110
2. Sr. Engineering Technician I	$ 105	$ 105
3. Engineering Technician	$ 100	$ 100

4.	Technician II	$ 95	$ 95
5.	Technician I	$ 90	$ 90

	Standard Rate	Overtime Rate
D. Clerical and Computer		
1. Administrative Coordinator	$ 65	$ 97.50

Section 2. Surveying Services.

A. Land Surveyor 7	$ 120	$ 120
B. Land Surveyor 6	$ 115	$ 115
C. Land Surveyor 5	$ 110	$ 110
D. Land Surveyor 4	$ 105	$ 105
E. Land Surveyor 3	$ 100	$ 100
F. Land Surveyor 2	$ 95	$ 95
G. Land Surveyor 1	$ 90	$ 90
H. Survey Crew		
1. 2-Man Crew	$ 190	$ 190

Section 3. Equipment Rates.

A. Vehicle	
1. Larger of	$ 0.80/mile
2. or	$ 5/hour
B. ATV/Snowmobile	$150/day
C. Computer Equipment	
1. CADD Plotter	
a. Bond (24”x36”)	$11/page
2. 11”x17” Plots	$1/page
D. Robotic Total Station	$20/hour
E. RTK GPS Equipment	$20/hour

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than November 14, 2017, the completion date for the Engineer's work through final design shall be:

C. Submittals and Meetings

1. Design Start: 11-14-2017
2. 60% Design Submittal/Review Meeting: 12-08-2017
3. 90% Design Submittal/Review Meeting: 01-08-2018
4. Final Design Submittal 01-15-2018
5. Project Bidding 01-25-2018
6. Project Award 02-13-2018
7. Council Approval 02-26-2018
8. Construction Start 03-15-2018
9. Construction Completion 06-15-2018
10. Project Closeout and As-Built Submittal 07-15-2018
11. One Year Walkthrough

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.

Emailed to insured at tamara@performance-ec.com.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/24/2017

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/24/2017

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).

PRODUCER	CONTACT NAME: TOM CHAMBERLIN
MANDEVILLE INSURANCE AGENCY, INC. PO BOX 69 COLUMBUS, MT 59019-0069 Phone: 406-322-5361 Fax: 406-322-5461	PHONE (A/C, No, Ext): (406) 322-5361 FAX (A/C, No): (406) 322-5461 E-MAIL ADDRESS: tom@mandeville-insurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
PERFORMANCE ENGINEERING & CONSULTING PLLC SCOTT ASPENLIEDER 7100 COMMERCIAL AVE SUITE 4 BILLINGS MT 59101	INSURER A: EMC INSURANCE COMPANY	
	INSURER B: MONTANA STATE FUND	
	INSURER C: HOUSTON CASUALTY COMPANY	SWETT
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	5W5-40-11-18	10/01/2017	10/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		5E5-40-11-18	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			5J5-40-11-18	10/01/2017	10/01/2018	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		03-418618-9	06/26/2017	06/26/2018	PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	INLAND MARINE			5C5-40-11-18	10/01/2017	10/01/2018		AS PER SCHEDULE ON POLICY
C	PROFESSIONAL LIABILITY	Y		AECP 4240 06/13	10/01/2017	10/01/2018		$1,000,000 EACH CLAIM

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

Emailed to insured at tamara@performance-ec.com.

CERTIFICATE HOLDER

CITY OF BILLINGS
PO BOX 1178
BILLINGS, MT 59103-1178

CANCELLATION

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 Thomas Ch

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Regular 4.

Regular City Council Meeting

Meeting Date: 11/13/2017

TITLE: Public Hearing and First Reading of Ordinance Amending Ward II Boundary

PRESENTED BY: Wyeth Friday

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

City election ward boundaries must be adjusted to conform to city limit amendments resulting from annexation or exclusion of property from the City. The City Council approved the exclusion of property described as portions of Terrace Estates Subdivision, 3rd Filing, being Lots 1-25, within Block 1, Lots 1-27, within Block 2 and Lots 1-6, 41A, 41B, 42A, 42B, 43-53, 60, 72-76, within Block 3; Including all dedicated Right-Of-Way of Jack And Jill Avenue, Sage Drive, Woodland Trail, Valley Heights Road, Dewdrop Circle, Sun Valley Road and Alkali Creek Road within said Terrace Estates Subdivision, 3rd Filing, Blocks 1-3 (Deannexation #17-04) on October 10, 2017 by Resolution #17-10674. This requires a change in the boundaries of Ward II. Two readings are required for this action. The first reading of the ordinance is scheduled for November 13, 2017 along with a public hearing, and the second reading is scheduled for November 27, 2017.

ALTERNATIVES ANALYZED

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

- Approving the ordinance will modify the boundaries of Ward II to exclude the property in Terrace Estates Subdivision, 3rd Filing.
- Denying the ordinance will not modify the boundaries of Ward II and create a problem where property outside the city limits is within one of the City Ward Boundaries.

FINANCIAL IMPACT

There is no budget/financial impact from this action.

RECOMMENDATION

Staff recommends that the City Council hold a public hearing and approve this ordinance on first reading removing recently excluded property from Ward II.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ward Ordinance - Boundary Modification

ORDINANCE NO. 17-_____

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

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

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 1.16.030 and the State Law, Billings Municipal Code, Section 1.16.030 Ward Boundaries is hereby amended by removing from the following designated Ward the following described real property:

   Ward II: Tracts of land situated in the S1/2 of Section 20, T.1N., R.26E., P.M.M., City of Billings, Yellowstone County, Montana, more particularly described as:

   Portions of Terrace Estates Subdivision, 3rd Filing, Recorded December 3 1986, under Document Number 1420547, of record and on file in the office the Yellowstone County, Clerk and Recorder's, being Lots 1-25, within Block 1, Lots 1-27, within Block 2 and Lots 1-6, 41A, 41B, 42A, 42B, 43-53, 60, 72-76, within Block 3; Including all dedicated Right-Of-Way of Jack And Jill Avenue, Sage Drive, Woodland Trail, Valley Heights Road, Dewdrop Circle, Sun Valley Road and Alkali Creek Road within said Terrace Estates Subdivision, 3rd Filing, Blocks 1-3; All existing dedicated easement covering existing utilities in place will remain per 76-3-305 M.C.A.
   Containing 31.827 gross acres and 22.630 net acres more or less.
   (# 17-04) See Exhibit "A" Attached

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

3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

PASSED by the City Council on the first reading this 13th day of November, 2017.

PASSED by the City Council on the second reading this 27th day of November, 2017.

THE CITY OF BILLINGS

BY:_____

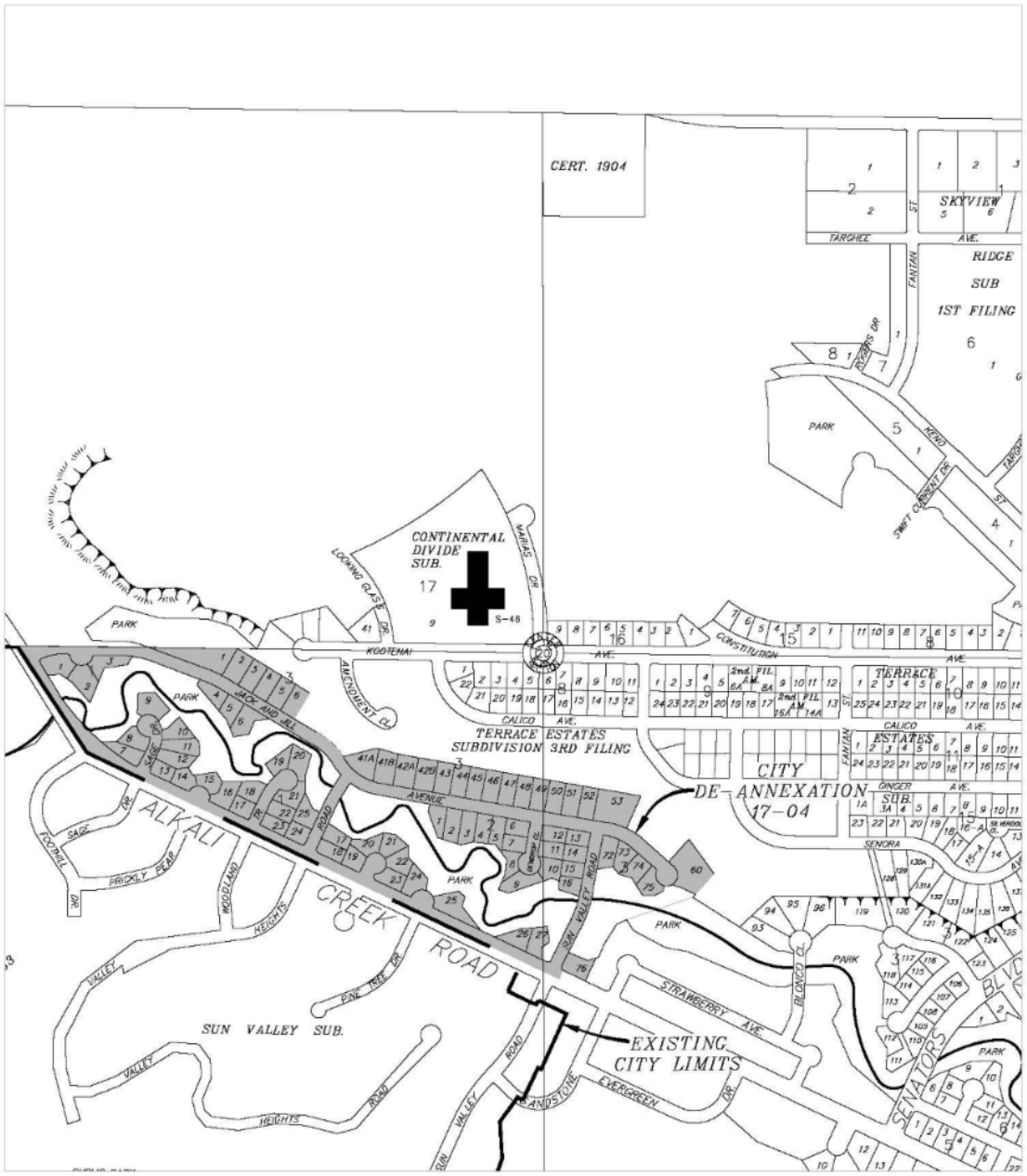
Thomas W. Hanel, Mayor

ATTEST:

BY:_____

Denise R. Bohlman, City Clerk

EXHIBIT "A"


CERT. 1904
SKYVIEW
RIDGE SUB 1ST FILING
TARGHEE AVE.
FANTAN
ROGERS DR
PARK
5
ROAD
SWIFT CURRENT DR
CONTINENTAL DIVIDE SUB.
17
S-46
LOOKING GLASS DR.
MARIAS CIR
PARK
KOOTENAI AVE.
CONSTITUTION AVE.
TERRACE
CALICO AVE.
TERRACE ESTATES SUBDIVISION 3RD FILING
JACK AND JILL
SAGE
AMENDMENT CL
AVENUE
ALKALI CREEK ROAD
FOOTHILL DR
PRICKLY PEAR
WOODLAND HEIGHTS
VALLEY
PINE TREE DR
SUN VALLEY SUB.
VALLEY ROAD HEIGHTS
SUN VALLEY ROAD
CITY DE-ANNEXATION 17-04
ESTATES
GINGER AVE.
SENORA
PARK
STRAWBERRY AVE.
BLANCO CL
EXISTING CITY LIMITS
SANDSTONE
EVERGREEN DR
SENATORS

Regular City Council Meeting

Meeting Date: 11/13/2017
TITLE: Select Deputy Mayor
PRESENTED BY: Bruce McCandless, Assistant City Administrator
Department: City Hall Administration
Presentation: No

PROBLEM/ISSUE STATEMENT

Section 3.05 of the Billings Charter and Section 2-204 of the Billings City Code require that a Deputy Mayor be elected by voice-vote at the first regular Council meeting following a municipal election. The municipal election is on November 7, 2017, so the Council is required to elect the Deputy Mayor at this Council meeting. The Deputy Mayor fulfills the Mayor's responsibilities if he/she is unable to do so for any reason. City Code requires that the Council elect a Mayor Pro Tempore at its first meeting in January, 2018.

ALTERNATIVES ANALYZED

There are no viable alternatives for this item.

FINANCIAL IMPACT

There is no direct financial impact associated with this action

RECOMMENDATION

Staff recommends that the City Council nominate and then elect by voice-vote a Deputy Mayor.

APPROVED BY CITY ADMINISTRATOR