

# CITY OF BILLINGS

## CITY OF BILLINGS VISION STATEMENT:

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

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## AGENDA

**COUNCIL CHAMBERS**

**November 27, 2017**

**6:30 P.M.**

**CALL TO ORDER:** Mayor Hanel

**PLEDGE OF ALLEGIANCE:** Mayor Hanel

**INVOCATION:** Councilmember Cimmino

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

**MINUTES:** November 13, 2017

**COURTESIES:**

**PROCLAMATIONS:**

**ADMINISTRATOR REPORTS - BRUCE MCCANDLESS**

**PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: 1 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. **Professional Services Contract** for the design and construction administration of Schedule 1 of the 2018 Water Main Replacement Projects; DOWL; in the amount not to exceed \$676,070.

- B. **Professional Services Contract** for the design and construction administration of Schedule 2 of the 2018 Sanitary Sewer Rehabilitation Projects; Morrison-Maierle, Inc.; in an amount not to exceed \$653,074.
- C. **Approval** of lease renewal of the Non-Commercial Aviation Ground Lease with Larson Family Properties, LLC, for a ten-year term (12/01/2017-11/30/2027), revenue first year \$4,569.60, revenue subsequent years adjusted by CPI-U.
- D. **Approval** of Air Transportation Company Operating Permit with Swift Air, LLC.
- E. **Acceptance** of Right-of-Way Agreement and Warranty Deed for widening of Central Avenue from Homestead Capital, LLC.
- F. **Public Access Easement** from Canyon Creek Ditch Company for a pedestrian bridge over Hogan Slough.
- G. **Second/Final Reading Ordinance amending the boundaries of Ward II (De-Annexation 17-04)** for an approximate 49 acres of undeveloped land described as portions of Terrace Estate Subdivision, 3rd filing; James and Jo Ann Boyer, petitioners.
- H. **Bills and Payroll:**
  - 1. October 30, 2017
  - 2. November 6, 2017

**REGULAR AGENDA:**

- 2. **PUBLIC HEARING AND SPECIAL REVIEW 958:** a special review to locate an all-beverage liquor license in a proposed 5,000 square foot tenant space in a new multi-tenant building in a Community Commercial (CC) zone, west of the intersection of 54th Street West and Grand Avenue on Lot 2, Block 1 of MK Subdivision. Karls Property, LLC, owners. Roger Beeter, Richard Wrobel, Terra Pierce, agents. Zoning Commission recommends conditional approval and adoption of the findings of the 3 criteria. (Action: approval or disapproval of Zoning Commission recommendation.)

3. **PUBLIC HEARING AND SPECIAL REVIEW 959:** a special review to allow the location of two drive-through services in a Community Commercial (CC) zone across an alley from a Residential 7,000 (R-70) zone and to allow the location of a new public parking lot. Hillcrest, Inc., owner. Dennis Randall, Sanderson Stewart, agent. Zoning Commission recommends conditional approval and adoption of the findings of the 3 criteria. (Action: approval or disapproval of Zoning Commission recommendation.)

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

**COUNCIL INITIATIVES:**

**ADJOURN:**

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

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

**Regular City Council Meeting**

**Meeting Date:** 11/27/2017

**TITLE:** W.O. 18-01 Schedule 1: North 27th Water Main Replacement Project

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

**Department:** Public Works

**Presentation:** No

**PROBLEM/ISSUE STATEMENT**

The City Council will consider awarding a Professional Engineering Services Contract to DOWL in the amount of \$676,070 for design, bidding and construction administration services on Schedule 1 of the 2018 Water Main Replacement Projects. The City replaces and upgrades its water utilities as part of an annual maintenance program. The Schedule 1 project consists of approximately 4,925 linear feet of water main replacement in North 27th Street from 6th Avenue North to Rimrock Road.

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

**ALTERNATIVES ANALYZED**

City Council may:

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

**FINANCIAL IMPACT**

Funding for this project has been approved by City Council in the FY18 budget. Schedule 1 projects will use water funds.

	<b>Water Replacements</b>
Project Budget	\$3,700,000
Previously Encumbered	\$0.00
This Contract	\$676,070
Budget Remaining	\$3,023,930

**RECOMMENDATION**

Staff recommends that Council award a Professional Engineering Services Contract for the design and construction administration of Schedule 1 of the 2018 Water Main Replacement Projects to DOWL, in the amount not to exceed \$676,070.

**APPROVED BY CITY ADMINISTRATOR**

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## Attachments

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18-01 Sch 1 Contract

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# Contract for Professional Engineering Services

## City of Billings W.O. 18-01, Schedule 1 North 27<sup>th</sup> Street Water Main Replacement

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

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 8 pages (Basic Services of Engineer);

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

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

Appendix D consisting of 4 pages (Schedule of Professional Fees);

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 3 pages (Certificate(s) of Insurance); 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 DOWL.
- D. "Contractor" means the third party responsible for the physical construction of the project.

#### Section 2. Scope of Services.

- A. The Engineer shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.

- B. Billings shall pay the Engineer in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.
- C. Billings shall not allow any claim for services other than those described in this Section. However, the Engineer may provide, at its own expense, any other services that are consistent with this Contract.
- D. The Engineer shall provide as-built drawings as 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. Requirements for submitting as constructed documents of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any City of Billings infrastructure: one half size paper copy to scale, one full size paper copy to scale, two CD's or DVD's 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...) in Montana NAD83 (2011), NAVD 88 Vertical, State Plane Coordinates in Horizontal and Vertical units of International Feet.
- ~~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. Billings will pay Engineer within 30 days of receiving an acceptable invoice.
- B. The Engineer is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- C. As a condition of payment, the Engineer shall have paid all City taxes currently due and owing by the Engineer.

### Section 5. Termination of the Engineer's Services.

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

- A. By mutual consent of the parties.

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

Section 6. Duties Upon Termination

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

Section 7. Insurance.

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

1. Workers' compensation and employer's liability coverage as required by Montana law.
  2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
  3. Commercial automobile liability -- \$1,500,000 per accident.
  4. Professional liability in the amount of \$1,500,000 per 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 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. Engineer shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Engineer shall have the right to include photographic or artistic representations of the design and construction of the Project among the Engineer's promotional and professional materials. The Engineer's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Engineer in writing of the specific information considered by Billings to be confidential and proprietary.
- B. Equipment purchased by the Engineer with Contract funds: See Appendix A, Section 3. Scope of Work.
- C. Should Billings elect to reuse Work products provided under this Contract for other than the original project and/or purpose, Billings will indemnify and hold harmless the Engineer from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents developed under this contract. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation, and the original Engineer's or subcontractor's signature, professional seals and dates removed. Such reuse of 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) 237-6291 / PHONE: (406) 657-3097

Engineer: DOWL  
Wade Irion, PE, Regional Manager  
222 North 32<sup>nd</sup> Street, Suite 700  
Billings, Montana 59101 FAX: (800) 865-9847 / PHONE: (406) 656-6399

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

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

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

#### Section 14. Funding Requirements.

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

#### Section 15. Subcontracts.

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

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

**PART II**  
**GENERAL CONTRACT PROVISIONS**

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

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

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

## Section 9. Liability.

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

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

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.

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.

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

## Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

Engineer

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

\_\_\_\_\_

Date: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

ATTEST:

IRS Tax ID # \_\_\_\_\_

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

Date: \_\_\_\_\_

By \_\_\_\_\_

BRENT BROOKS, City Attorney

STATE OF MONTANA            )  
  :ss.  
COUNTY OF YELLOWSTONE    )

On this \_\_\_\_ day of \_\_\_\_\_, 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 Engineer's signature to be notarized if Federal funds are used.**

## Appendix A

### Basic Services of Engineer W.O. 18-01, Schedule 1 North 27<sup>th</sup> Street Water Main Replacement

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#### Section 1. Engineer's Rights and Duties.

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

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

Section 2. Billings Rights and Duties.

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

Section 3. Scope of Work.

The scope of work includes the following items, beginning on the next page:

The project consists of design, bidding, and construction phase services for the 'City of Billings W.O. 18-01, Schedule 1: North 27<sup>th</sup> Street Water Main Replacement' project. The project includes approximately 4,925 LF of water main replacement on North 27<sup>th</sup> Street from 6<sup>th</sup> Avenue North to Rimrock Road. It also includes the replacement of all side-street water main laterals, large-diameter services, and hydrant stubs within the right-of-way width of North 27<sup>th</sup> Street.

It is anticipated that both trenchless and open-cut construction will be specified for various pipeline segments on this project. This scope and associated budget assumes a single construction contract covering all necessary work. There is no sanitary sewer main or storm drain replacement associated with this contract. Any additional segments of work requested by the City beyond the total project length indicated above shall be considered an Additional Service, which shall be added to the project by a Contract amendment.

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

#### *A. Preliminary Design Phase*

1. Project Scoping – Scope the project requirements for both design and construction phases using the information available at the project inception. Assist the City with finalizing water main alignments and construction method alternatives in the project corridor. Conduct a meeting and/or field review of the project area with City staff to review alignments, project objectives, potential conflicts, and constructability issues. As the preliminary design progresses, collaborate with City regarding design priorities and preferences.
2. Design Survey – Conduct field design surveys within the project limits. Data collection shall include establishment of permanent horizontal and vertical control using a local ground coordinate system, topographic features, existing utilities, measure-downs, and existing property pins. Utilize the One-Call service to locate and demarcate buried utilities for survey. Field survey data will be used by Engineer to develop preliminary project base mapping.
3. Base Mapping – Perform research to verify existing right-of-way locations utilizing platted information, ownership records, and found property pins. Incorporate information into base mapping. Determine locations where additional right-of-way or easements must be secured by the City. All work is currently expected to be within existing City right-of-way, so this scope of work does not include any assistance with easement acquisition, such as additional legal survey, preparation of easement exhibits, or other related tasks.
4. Geotechnical Investigations – Perform geotechnical engineering tasks, including field bore hole explorations, groundwater monitoring well installations, shallow asphalt cores, sampling, and laboratory testing as necessary to determine appropriate pavement section designs, subgrade treatment, groundwater conditions, utility foundations, and pipe material selections. This scope assumes 8-10 bore holes will be drilled, two of which will be finished with a piezometer for groundwater monitoring.

- Perform literature review of documented environmental issues directly adjacent to project areas; no additional drilling, sampling, or testing is included in this environmental review.
5. Existing Utility Research & Mapping – Collect from City and review available utility as-builts, service line records, CCTV inspections, and other information and studies as applicable. Incorporate available information into design drawings and specifications. Coordinate the identification and evaluation of potential private utility conflicts, including overhead and underground power, cable TV, natural gas, telephone, and communications. Send preliminary construction plans to private utilities for review and comment.
  6. Preliminary Water Main Design – Design utility alignments, profiles, and sections for water mains. Confirm appropriate utility sizing within the project limits with City staff and the Master Plan document. Assist the City with analyzing their hydraulic model if necessary to determine utility sizing or routing. Evaluate project segments for the feasibility of utilizing trenchless utility replacement methods, then select and design trenchless alternatives as applicable. No independent system modeling, field flow metering, or other sizing studies are included in this scope. It is assumed that all water mains will be 16-inch diameter or smaller.
  7. Preliminary Drawings & Specifications – Prepare preliminary plans, specifications, and opinion of probable cost using all data gathered.
  8. Stakeholder Coordination – Coordinate with City staff, adjacent property owners, and other private and public stakeholders in the development of utility improvements. Compile property owner and occupant information for adjacent parcels and create address database. Prepare and send one comprehensive information mailing to all database entries, which shall include general project information, notification of the public meeting, general construction information, business questionnaires, and notification of the construction informational website and email list. Plan and facilitate one public informational meeting. Conduct one-on-one follow-up discussions with individual businesses as requested or determined to be necessary to address questions or design considerations. Coordination shall include determining approval or permitting requirements from the Montana Department of Transportation (MDT) and the Billings Bench Water Association (BBWA), as applicable.
  9. Preliminary Traffic Control Plans – Create preliminary traffic control plans for project areas. Coordinate with other City construction projects as applicable. Traffic control plans are anticipated to be a combination of site-specific layouts for arterial and collector streets and general layouts for residential streets and/or alleys. It is assumed that there will be no full street closures of North 27<sup>th</sup> Street, but adjacent side streets may include full closures as long as business and emergency access can be maintained.
  10. Construction Considerations – Identify issues related to work hours, work zones, pipeline testing, construction sequencing, potential construction staging areas, disruptions to private access and parking, and other site constraints and issues relating to construction. Coordinate construction work hours, sequencing, and other related construction scheduling issues with City. Coordination shall include the planning of water main test sections with system operators. Incorporate appropriate Special Provisions into the project specifications.
  11. Design Review Meetings – Attend 30% design review, 70% design review, traffic control design review, and other necessary design review and coordination meetings

with City staff.

12. Subsurface Potholing Allowance – Identify locations to perform subsurface potholing at critical utility crossings or conflicts to identify specific utility elevations or locations. Survey the elevations and locations in the field for incorporation into the design, and restore the surfacing. Due to the uncertainty of the amount of potholing that will be required, this scope and the associated professional fee includes an allowance of \$10,000 for the subcontracted costs of a vacuum truck and any traffic control required to perform the potholing. Any additional potholing costs above this allowance shall be considered an Extra Service.
13. Project Management & Quality Assurance – Provide project management and internal quality assurance throughout this phase, which will generally follow DOWL Operational Excellence procedures.
14. Deliverables – The deliverables for this phase include:
  - a. 30% design drawings (typically base mapping and preliminary plan alignments only); 11"x17" and/or PDF format
  - b. 70% design drawings (typically preliminary plan & profile drawings without detailed labeling); 11"x17" and/or PDF format, or full size drawings upon request
  - c. Preliminary specifications; PDF format
  - d. Preliminary traffic control plans; hard copy and/or PDF format
  - e. Preliminary opinion of probable cost; PDF format

#### *B. Final Design and Bidding Phase*

1. Final Drawings & Specifications – Prepare final plans and specifications using all input received during preliminary design. Plans and specifications will be prepared in accordance with MPWSS and City of Billings Standard Modifications, latest editions. Stamp and sign all plans and specifications with the seal of a Professional Engineer.
2. Geotechnical Report – Prepare a geotechnical report based on the findings of the geotechnical investigations, with recommendations to be incorporated into the construction specifications.
3. Final Traffic Control Plans – Finalize the preliminary traffic control plans based on City input and final design elements.
4. Temporary Water Schematics – Design and prepare temporary water schematic drawings for all temporary systems requiring pipelines 4-inch and larger that serve high-volume water users and/or exterior fire department connection systems.
5. Bid Form – Tabulate project quantities and create bid schedule. Finalize the Engineer's opinion of probable cost based on final quantities.
6. Permitting Assistance – Apply for all Owner-required permits, licenses, and approvals necessary to construct the project. This scope assumes submittal packages to: (a) Montana Department of Environmental Quality (MDEQ), (b) MDT, (c) BBWA, and (d) Montana Sage Grouse Habitat Conservation Program. The budget includes \$2,000.00 for MDEQ review fees, which is estimated using their current fee schedule. All other permit and licensing fees, if required, will be paid by the City, including any overage of the MDEQ amount above. Construction stormwater permits and construction dewatering permits shall be the responsibility of the construction contractor and are excluded from this scope; Engineer will only prepare basic erosion and sedimentation control plans for inclusion in the project specifications.
7. Pre-Bid Services – Supply all bidding documents necessary for bidding and

construction. Provide bid advertisement text to the City for publication. Schedule and conduct a pre-bid conference, prepare meeting agenda and minutes, answer bid questions, and prepare any necessary addenda. Conduct a pre-bid field review with bidders as necessary.

8. Post-Bid Services – Attend the bid opening, analyze the bids, prepare and distribute a bid tabulation, and make a construction contract award recommendation.
9. Construction Contracting Services – Assist the City in procurement of the final contract agreement, review bonds and insurance provided by the construction contractor, assemble and distribute conforming copies of contract documents, and issue a Notice to Proceed for construction.
10. Project Management & Quality Assurance – Provide project management and internal quality assurance throughout this phase, which will generally follow DOWL Operational Excellence procedures.
11. Deliverables – The deliverables for this phase include:
  - a. 95% design drawings for final review; 11"x17" and/or PDF format
  - b. 100% design drawings and Project Manual for approval and bidding
  - c. Design report and other MDEQ design review submittal requirements
  - d. MDT construction approval/permitting documents
  - e. BBWA construction approval/permitting documents
  - f. Final geotechnical report (in Project Manual)
  - g. Final opinion of probable cost
  - h. Bid advertisement
  - i. Pre-bid meeting minutes
  - j. Addenda, as required
  - k. Bid tabulation
  - l. Recommendation of Award letter and Notice of Award
  - m. Conforming copies of the construction contract; 6 sets total
  - n. Notice to Proceed
  - o. Contractor's construction plans and specifications; up to 10 sets; 11"x17" format (2 full-size plan sets upon request)

### *C. Construction Administration and Services Phase*

This scope and the associated professional fee assume:

- One construction contract and one prime contractor for this project, with a total construction contract duration of 150 calendar days with standard 10-hour work days (or 125 calendar days with extended 12-hour work days).
  - Engineer shall consult with the City and act as representative for the City as defined in the construction contract documents, which will incorporate the MPWSS, and specifically the General Conditions contained therein as modified by the City of Billings Standard Modifications, latest edition.
  - The extent and limitation of the duties, responsibilities, and authority of the Engineer will be as assigned in the construction contract documents and shall not be modified, except as Engineer may otherwise agree in writing.
1. Pre-Construction Services – Schedule and conduct a pre-construction conference, publish meeting minutes, and answer contractor questions. Conduct a pre-construction field review with the contractor as necessary. Take pre-construction photos and videos of the project areas.

2. Submittal Review – Review contractor's submittals, such as shop drawings, samples, equipment, mix designs, aggregates, and other data, for conformance to the contract documents. This review does not include acceptance review of any dewatering plans, and shall not extend to contractor's means, methods, techniques, sequences, procedures, or safety programs.
3. Inspection – Provide construction observation utilizing Resident Project Representatives (RPRs) to assist Engineer in observing progress, quality of work, and conformance to the contract documents and other applicable codes and standards. One full-time RPR will be provided for each primary pipeline crew utilized by the contractor, with up to two RPRs simultaneously. The budget assumes 158 calendar days would be required for a single pipeline crew to complete the work with 12-hour work days (i.e., 60 hours per week), so a second overlapping RPR is assumed for 33 calendar days within the assumed contract time of 125 calendar days. Alternatively, the budget will allow for a contract time of 150 calendar days with 10-hour work days (i.e., 50 hours per week). Inspection activities shall include review of all major work items, including traffic control set-ups. RPR will prepare daily inspection reports, daily quantity summaries, weekly progress reports, weekly workforce and equipment reports, and other reports as required. RPR responsibilities are further defined in the General Conditions contained in the City of Billings Standard Modifications, latest edition.
4. Quality Assurance Materials Testing – Develop and implement a quality assurance testing plan for materials testing in accordance with the City of Billings Standard Modifications, latest edition. Conduct a pre-construction testing meeting with RPR, field testing personnel, and lab manager to coordinate testing requirements. Provide qualified personnel, equipment, and supplies for field testing of materials throughout construction. Monitor and collect results from contractor's separate quality control materials testing program.
5. Construction Staking – Provide personnel, equipment, and supplies for field staking of principal elements of the construction layout to give the contractor measurements, lines, locations, and grade necessary for construction. The contractor will be responsible for any detailed layouts, such as laser and/or other line and grade establishment techniques for laying pipe between Engineer's staking intervals.
6. Construction Administration
  - a. Respond to contractor requests for information. Issue necessary clarifications and interpretations of the contract documents. Notify the City immediately of any contract problems or deviations from the approved contract documents. Issue notices as required by the construction contract. Recommend and prepare Work Change Directives and Change Orders for the City as necessary. Change Orders that require additional design or construction services by Engineer will be considered Additional Services and compensated in accordance with the provisions of this Contract.
  - b. Make visits to the site at intervals appropriate to various stages of construction to observe, as an experienced and qualified design professional, the progress of the contractor's work. Visits by the Engineer shall be limited to spot checking and similar methods of general observation of the work as assisted by the RPR.
  - c. Receive, review, and transmit to City all contractor requests for City staff involvement and approvals, such as valve and hydrant operation requests, water quality sampling requests, traffic control reviews, etc. Monitor that the required advance notice requirements are being met by contractor for all

- requests to the City for reviews, inspections, operations, and testing.
- d. Review and recommend monthly contractor payment requests.
  7. Weekly Construction Meetings – Attend and conduct a weekly construction meeting with the City and contractor. Allow up to 3 hours per week for the weekly construction meeting and any related follow-up activities.
  8. Website & Email Updates – Prepare weekly website and email informational update content, including current project maps and work descriptions. The City will host and maintain the website, with content provided by the Engineer. The Engineer will collect email addresses from mailing and meeting responses, and disseminate the same content to the email list.
  9. Substantial Completion Services – Conduct substantial completion and final inspections with City and contractor. Prepare and monitor punchlist items required for completion of the work by contractor.
  10. Record Drawings – Maintain documentation of all field installations, including the location of all underground utilities encountered during construction, for assistance with preparation of project record drawings. Prepare record drawings by incorporating all field modifications to the construction drawings. Survey all new water main surface features (e.g., hydrants and valve boxes) following project completion to incorporate into the record drawings and to provide accurate State Plane Coordinates of these features to the City. Allow review by City of record drawings prior to issuing final record drawings. Record drawings will include, at a minimum:
    - a. Offset distances measured from the right-of-way to all public water mains.
    - b. Locations of water services based on measurements from property lines.
    - c. Elevations indicating the depth of bury of all public water mains. These elevations shall be shown at each street or right-of-way intersection and at such intervals along these utilities as may be deemed appropriate by the City.
    - d. Permanent bench marks shown.
  11. Anniversary Inspection – Conduct a one-year anniversary inspection of the project. Identify deficiencies and warranty items requiring correction, and provide notification to contractor.
  12. Project Management & Quality Assurance – Provide project management and internal quality assurance throughout this phase, which will generally follow DOWL Operational Excellence procedures.
  13. Deliverables – The deliverables for this phase include:
    - a. Pre-construction meeting minutes
    - b. Pre-construction photos and videos, upon request
    - c. Contractor submittals; electronic copy to City
    - d. Weekly RPR inspection reports, upon request
    - e. Monthly quality assurance materials testing reports, upon request
    - f. Miscellaneous construction forms, as required
    - g. Review set of record drawings; 11"x17" and/or PDF format
    - h. Final record drawings, in accordance with Part I, Section 2, Article D of this Contract, and as required by MDEQ. The DWG file provided shall be on the project ground coordinate system. The information provided in State Plane Coordinates shall be limited to a point file, or equivalent, of all new water system features only.

## Appendix B

### Methods and Times of Payment W.O. 18-01, Schedule 1 North 27<sup>th</sup> Street Water Main Replacement

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

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

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, Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed the following amounts:

1. Preliminary Design Phase	\$189,540.00
2. Final Design & Bidding Phase	\$123,720.00
3. Construction Phase	\$362,810.00

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 project shall be paid for on an hourly basis at the applicable fees in Appendix D.

#### 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 and hourly rates as shown in Appendix D have increased for all comparable clients.

## **Appendix C**

### **Additional Services of Engineer W.O. 18-01, Schedule 1 North 27<sup>th</sup> Street Water Main Replacement**

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

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

## **Appendix D**

### **Schedule of Professional Fees W.O. 18-01, Schedule 1 North 27<sup>th</sup> Street Water Main Replacement**

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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.



## MONTANA FEE SCHEDULE

### Personnel Billing Rates

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

Description	Rate	Description	Rate
Accounting Manager	\$150	Engineering Technician IV	\$110
Accounting Technician	\$80	Engineering Technician V	\$115
Administrative Assistant	\$55	Environmental Specialist I	\$90
Administrative Manager	\$90	Environmental Specialist II	\$105
Archaeologist	\$85	Environmental Specialist III	\$110
Biologist III	\$115	Environmental Specialist IV	\$115
Biologist IV	\$125	Environmental Specialist IX	\$210
Biologist V	\$165	Environmental Specialist V	\$125
Civil and Transportation Designer	\$90	Environmental Specialist VI	\$165
Corporate Development Manager	\$150	Environmental Specialist VII	\$180
Crew Chief I	\$85	Environmental Specialist VIII	\$185
Crew Chief II	\$95	Environmental Specialist X	\$225
Crew Chief III	\$100	Field Project Representative	\$95
Crew Chief IV	\$110	Geologist II	\$110
Crew Chief V	\$120	Geologist III	\$120
Cultural Resources Specialist I	\$85	Geologist IV	\$140
Cultural Resources Specialist III	\$110	GIS Coordinator	\$120
Cultural Resources Specialist IV	\$135	GIS Specialist	\$85
Cultural Resources Specialist V	\$155	GIS Technician	\$75
Dispatcher	\$90	Graphics Designer	\$100
Document Production Supervisor	\$110	Hydrogeologist	\$110
Engineer I	\$90	Hydrologist	\$110
Engineer II	\$95	Hydrologist III	\$115
Engineer III	\$105	Inspector - Supervisor	\$130
Engineer IV	\$135	Inspector I	\$90
Engineer IX	\$210	Inspector II	\$100
Engineer V	\$150	Intern	\$50
Engineer VI	\$165	Laboratory Manager	\$95
Engineer VII	\$175	Laboratory Supervisor	\$105
Engineer VIII	\$185	Landscape Architect I	\$100
Engineer X	\$225	Landscape Architect II	\$105
Engineering Technician I	\$65	Landscape Architect III	\$120
Engineering Technician II	\$80	Landscape Architect IV	\$145
Engineering Technician III	\$90	Landscape Architect V	\$160



Description	Rate	Description	Rate
Landscape Architect VII	\$180	Project Manager VI	\$190
Landscape Planner	\$105	Project Quality Assurance Manager	\$160
Lead Materials Technician	\$70	Proposal Manager	\$110
Marketing & Administrative Manager	\$125	Public Involvement Assistant	\$80
Marketing Assistant	\$75	Public Involvement Coordinator	\$110
Marketing Coordinator	\$90	Public Involvement Planner	\$95
Materials Manager	\$100	Public Involvement Program Manager	\$125
Materials Supervisor	\$105	Real Estate Services Manager	\$150
Materials Technician	\$60	Right of Way Agent I	\$95
Materials Technician II	\$70	Right of Way Agent II	\$110
One-Person Survey Crew	\$120	Right of Way Agent III	\$125
One-Person Survey Crew GPS/Robotics	\$130	Right of Way Agent IV	\$135
Planner I	\$85	Right of Way Agent V	\$150
Planner II	\$105	Right of Way Agent VI	\$185
Planner III	\$125	Right of Way Assistant	\$85
Planner IV	\$145	Risk Manager	\$170
Planner IX	\$210	Senior Manager I	\$195
Planner V	\$160	Senior Manager II	\$210
Planner VII	\$165	Senior Manager III	\$220
Planner VIII	\$195	Senior Manager IV	\$250
Planner X	\$250	Senior Materials Technician	\$75
Platting/Survey Technician	\$120	Survey Crew Surveyor I	\$60
Professional Land Surveyor I	\$90	Survey Crew Surveyor II	\$70
Professional Land Surveyor II	\$100	Survey Crew Surveyor III	\$80
Professional Land Surveyor III	\$110	Survey Crew Surveyor IV	\$90
Professional Land Surveyor IV	\$120	Survey Crew Surveyor V	\$100
Professional Land Surveyor IX	\$170	Survey Technician -- Supervisor	\$120
Professional Land Surveyor V	\$130	Survey Technician I	\$50
Professional Land Surveyor VI	\$135	Survey Technician II	\$60
Professional Land Surveyor VII	\$145	Survey Technician III	\$70
Professional Land Surveyor VIII	\$155	Survey Technician IV	\$85
Professional Land Surveyor X	\$180	Survey Technician V	\$90
Project Administrator	\$80	Survey Technician VI	\$100
Project Assistant I	\$85	Systems Administrator	\$125
Project Assistant II	\$100	Technical Coordinator	\$135
Project Manager I	\$115	Three-Person Survey Crew	\$260
Project Manager II	\$120	Two-Person Survey Crew	\$180
Project Manager III	\$130	Two-Person Survey Crew (PLS + LSIT)	\$225
Project Manager IV	\$165	Two-Person Survey Crew GPS/Robotics	\$190
Project Manager V	\$170	Two-Person Survey Crew w/o GPS/Robotics	\$160

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

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

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

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

## **Appendix E**

### **Project Schedule W.O. 18-01, Schedule 1 North 27<sup>th</sup> Street Water Main Replacement**

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Based on a notice to proceed by Billings date no later than November 28, 2017, the completion date for the Engineer's work through final design shall be:

- A. Preliminary Engineering Services (30% Design): January 5, 2018
- B. Preliminary Engineering Services (70% Design): February 2, 2018
- C. Final Engineering Services (100% Design): April 3, 2018
- D. Construction Services to be based on Contractor's schedule.

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

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

## **Appendix F**

### **Certificate(s) of Insurance W.O. 18-01, Schedule 1 North 27<sup>th</sup> Street Water Main Replacement**

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(Attach Certificate(s) of Insurance)

TERRA INSURANCE COMPANY  
Terra Insurance Company  
(A Risk Retention Group)  
Two Fifer Avenue, Suite 100  
Corte Madera, CA 94925



DATE  
11/08/17

**CERTIFICATE OF INSURANCE**

**CERTIFICATE HOLDER**

City of Billings  
Attn: Travis Harris  
2224 Montana Avenue  
Billings, MT 59101

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

**TYPE OF INSURANCE** Professional Liability

<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>EXPIRATION DATE</b>
217089	01/01/17	12/31/17

**LIMITS OF LIABILITY** \$1,500,000 EACH CLAIM  
\$1,500,000 ANNUAL AGGREGATE

**PROJECT DESCRIPTION**

WO 18-01 North 27th Street Water Main Replacement  
4028.21573.01

**CANCELLATION:** If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

**NAME AND ADDRESS OF INSURED**

DOWL, LLC operating as  
DOWL  
222 North 32nd Street, Suite 700  
Billings, MT 59101

**ISSUING COMPANY:**

TERRA INSURANCE COMPANY  
(A Risk Retention Group)

A handwritten signature in blue ink, appearing to read 'David Collette', is written over a horizontal line.

**President**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2017

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).

<b>PRODUCER</b> Insurance Brokers of Alaska an Acrisure Agency Partner PO Box 241207 Anchorage AK 99524	<b>CONTACT NAME:</b> Margery Moberly, CIC, CISR <b>PHONE (A/C, No. Ext):</b> (907) 365-5100 <b>E-MAIL ADDRESS:</b> mmoberly@insurancebrokersak.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> DOWL, LLC operating as DOWL 222 N 32nd Street, Ste 700 Billings MT 59101	<b>INSURER A:</b> National Surety Corp.	
	<b>INSURER B:</b> Liberty Northwest Insurance	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 16-17 MT BILLINGS IBA

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	MXX80974054	12/1/2016	12/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	Y	MXA80321795	12/1/2016	12/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ Included
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	Y	XAE24571481	12/1/2016	12/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC41NC019467016	12/1/2016	12/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

DOWL Project No. 4028.21573.01. Project Name: WO 18-01 North 27th Street Water Main Replacement. The Certificate Holder is an Additional Insured on all referenced policies excluding Workers' Compensation, but only with respect to work done by or on behalf of the Named Insured for the project referenced. Subject to policy terms, conditions & exclusions. It is agreed that such insurance as afforded the Certificate Holder on the General Liability & Automobile policies shall be primary and non-contributory with any other insurance in force for or which may be purchased by the Certificate Holder. The Certificate Holder is granted Waiver of Subrogation on the General Liability, Automobile and Workers'

**CERTIFICATE HOLDER****CANCELLATION**

City of Billings Attn: Travis Harris 2224 Montana Avenue Billings, MT 59101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE M Moberly, CIC, CISR/ <i>Margery B. Moberly</i>
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ACORD 25 (2014/01)

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INS025 (201401)

## COMMENTS/REMARKS

Compensation policies as respects the referenced project subject to the policy terms, conditions and exclusions.

**Regular City Council Meeting**

**Meeting Date:** 11/27/2017

**TITLE:** W.O. 18-01 Schedule 2 Sanitary Sewer Rehabilitation Project

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

**Department:** Public Works

**Presentation:** No

**PROBLEM/ISSUE STATEMENT**

The City Council will consider awarding a Professional Engineering Services Contract to Morrison-Maierle, Inc. (MMI) in the amount of \$653,074.00 for design, bidding and construction administration services on Schedule 2 of the 2018 Sanitary Sewer and Water Replacement Projects. The City replaces and upgrades its sanitary sewer utilities as part of an annual maintenance program. Schedule 2 projects will occur in two geographic areas. The first area consists of approximately 4,200 linear feet of 8-inch alley sanitary sewer main replacement in the area bounded by Grand Avenue to the south, Parkhill to the north, 17th Street West to the east, and the BBWA Canal to the west. The second area consists of approximately 5,150 linear feet of 8-inch sanitary sewer main replacement in the area bounded by Lewis Avenue to the north, Yellowstone Avenue to the south, Division Street to the east, and 4th Street West to the west.

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

**ALTERNATIVES ANALYZED**

City Council may:

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

**FINANCIAL IMPACT**

Funding for this project has been approved by City Council in the FY18 budget. Schedule 2 projects will use sanitary sewer funds.

	<b>Sewer Replacements</b>
Project Budget	\$3,400,000
Previously Encumbered	\$0.00
This Contract	\$653,074
Budget Remaining	\$2,746,926

## **RECOMMENDATION**

Staff recommends that the City Council award a Professional Engineering Services Contract for the design and construction administration of Schedule 2 of the 2018 Sanitary Sewer Rehabilitation Projects to Morrison-Maierle, Inc., in the amount not to exceed \$653,074.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Contract

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# Contract for Professional Engineering Services

## City of Billings W.O. 18-01, Schedule 2 Sanitary Sewer Rehabilitation Project

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

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 11 Sections of General Provisions;
- Appendix A consisting of 7 pages (Basic Services of 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 20 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 their designee.
- B. "Billings" and/or "Owner" means the City of Billings.
- C. "Contractor" and/or "Engineer" means Morrison-Maierle, Inc.

#### Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
- B. Billings shall pay the Contractor in accordance with 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 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. Requirements for submitting as constructed documents of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any City of Billings infrastructure: one half size paper copy to scale, one full size paper copy to scale, two CD's or DVD's 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...) in Montana NAD83 (2011), NAVD 88 Vertical, State Plane Coordinates in Horizontal and Vertical units of International Feet.

Section 3. Time for Performance.

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

Section 4. Compensation; Method of Payment.

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

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

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
- B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;

- C. Effectively controls and accounts for all municipal funds and Contract property;
- D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
- E. Allocates administrative costs to direct service delivery units;
- F. Minimizes the time between receipt of funds from Billings and their disbursement by the Contractor;
- G. Provides accounting records supported by source documentation; and
- H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

**PART II**  
**GENERAL CONTRACT PROVISIONS**

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

- A. This Contract shall only be amended, modified or changed 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: President or Vice President  
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

The 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.

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.

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.

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.

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

Contractor

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

Morrison Maierle, Inc.

Name: Carl J. Anderson  
Title: Vice President

Date: \_\_\_\_\_

Date: 11/9/2017

ATTEST:

IRS Tax ID # 81-0217149

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

Date: \_\_\_\_\_

By \_\_\_\_\_

BRENT BROOKS, City Attorney

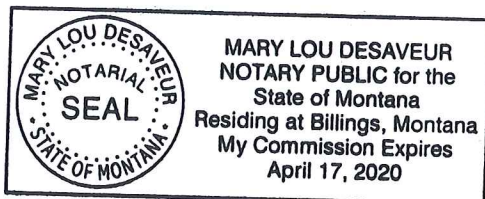
STATE OF MONTANA )

:ss.

COUNTY OF YELLOWSTONE )

On this 9<sup>th</sup> day of November, 2017, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Carl J. Anderson, known to me to be the Vice President of Morrison - Maierle, Inc., 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.



Mary Lou Desaveur  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission Expires: April 17, 2020

Note: Final contract documents will require the Contractor's signature to be notarized if Federal funds are used.

## Appendix A

### Basic Services of Engineer

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#### Section 1. Engineer's Rights and Duties.

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

Contractor. A signed Engineer's Payroll Check Sheet (included in the Standard Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.

- K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Kurtis DeShaw, P.E. working under the Principal-in-Charge, Carl Anderson, P.E.

### Section 2. Billings Rights and Duties.

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

### Section 3. Scope of Work.

The scope of work includes the following items:

1. The Engineer shall perform the work outlined within this agreement that includes the completion of design and construction phase services for W.O. 18-01 Schedule 2 Sanitary Sewer Rehabilitation Project. Design and construction work for the W.O. 18-01 Schedule 2 Sanitary Sewer and Water Rehabilitation Projects is based on the following construction zones:  
  
Zone A: Rose Park Area – 4,200 linear feet (LF) of 8-inch sewer main replacement. 1,250 LF of sewer main in this area has been surveyed as part of a previous project and will be verified for any new utilities as part of this project.  
  
Zone B: Division Street Area – 5,150 LF of 8-inch sewer main replacement. Approximately 1,000 LF of storm drain to replace the existing storm drain in the alleys that will be disrupted by construction.
2. Potholing or other exploratory (e.g. additional video or service location methods) may be required during design and/or construction of this project. This scope includes up to \$10,000 for potholing or exploratory services as required.
3. This scope includes up to \$4,000 for DEQ review permit fees.

Completion of said design shall include the following tasks:

#### **A. Preliminary Engineering Services (30% Design)**

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

2. Research will be performed to verify existing right-of-way locations utilizing platted information, ownership records and found property pins.
3. Geotechnical engineering as provided by sub consultant to consultant shall include field sampling, laboratory testing and review of subsurface soils to determine appropriate pavement section design alternatives, sub-grade treatment, groundwater conditions, and foundations for utility installations. Recommendations for specific construction materials established in this review will be included in the project plans and specifications. Design geotechnical work will include 19 soil borings ranging from 11 to 16 feet deep, 1 piezometer in 17<sup>th</sup> Street West, and 2 asphalt cores.
4. Coordinate with City of Billings staff and other public and private stakeholders in the development of roadway and utility improvements.
5. Coordination with property owners adjacent to the project.
6. Design of utility alignments and cross-sections; sewer main; and related improvements.
7. Coordination with property owners regarding piping or abandonment alternatives within the right-of-way. This may include verification of service locations.
8. Confirm appropriate utility sizing within the project limits. Design replacement of existing utilities.
9. Coordinating the identification and potential relocation of private utilities including, but not limited to, overhead and underground power, cable TV, underground telephone and communications, petroleum oil, and natural gas.
10. One (1) 11"x17" copy of 30% plans will be provided to the City for review.

#### **B. Preliminary Engineering Services (70% Design)**

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

One (1) 22"x34" copy and one (1) 11"x17" copy of 70% plans and two (2) project specifications will be provided to the City for review.

2. Attend periodic design review meetings with Billings.
3. Send 70% construction plans to the private utilities for review and comment, and hold a subsequent coordination meeting with the private utilities to assemble and evaluate comments.
4. Planning and facilitating one (1) public informational meeting during the design phase.

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

1. The 90% design package will incorporate comments received from Billings, after the 70% design package submittal and periodic design review meetings are complete. The plan package will include design of the plan and profile utilities drawings, related traffic control measures, sewer main, and other recommended improvements.
2. Attend periodic design review meetings with Billings.
3. Engineer will provide final design services, upon receiving Billings' approval of the 90% plan package submittal. Plans and specifications will be prepared in accordance with the Montana Public Works Standard Specifications, Sixth Edition, April 2010 and the most current edition of the City of Billings Standard Modifications.
4. Stamp and sign all plans and specifications with seal of Professional Engineer in charge.
5. Computation of project construction quantities and preparation of an engineer's opinion of probable construction cost.
6. Prepare and supply all project specifications and bidding documents necessary for bidding and construction. Bid advertisement text will be provided to Billings for publication. Schedule and hold a pre-bid conference, and prepare any necessary addenda. Conduct a pre-bid field review with contractors as necessary. Attend the bid opening, analyze bids, submit a bid tabulation, and make a construction contract award recommendation.
7. Preparation of a complete construction traffic control plan. The plan will show required detours, required signing, applicable construction phasing.
8. Furnish contract plans and specifications in sufficient number for bidding and contracting the project. It is anticipated that twenty-five (25) 11"x17" copies will be required. Proceeds from plan sales will be credited against the project.
9. Submittal of four (4) copies of construction contract documents.
10. Prepare and submit Preliminary Design Report for the project, report shall summarize project related design parameters; public utility improvements; right-of-way impacts; stakeholder impacts; traffic operations and traffic control measures; pedestrian improvements; corridor landscaping; and preliminary construction costs. Up to one (1) conceptual alternative may also be considered for certain utility improvements. The report will also include a preliminary environmental evaluation, which reviews historical data related to the project area, including leaking underground storage tank research and other known environmental issues.
11. Submittal of three (3) copies of the project specifications, three (3) half-size plan sets, contract-bidding documents, design report and certified sewer checklist to Montana department of Environmental Quality for approval.
12. Apply for all permits, licenses, and approvals necessary to construct the project. All DEQ permit and licensing fees will be paid by the Engineer up to a total of \$4,000.

## **D. Construction Services**

### 1. Construction Layout and Control.

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

### 2. Inspection and Testing.

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

Zone A of this project is planned for one (1) full time resident project representative at ten (10) hours per working day for 79 working days of the 110 calendar day project.

Zone B of this project is planned for one (1) full time resident project representative at ten (10) hours per working day for 93 working days of the 130 calendar day project.

- iii. Provide the services of a qualified materials engineering technician who will observe construction and provide representative tests. Provide direct coordination of laboratory and field quality assurance testing and geotechnical engineering between the project engineer, field inspector, and a project construction materials engineer. Geotechnical and materials engineering shall include interpretation and recommendations for the Engineer and Billings based upon field observation.
- iv. The Engineer shall record the location of all underground utilities (including, but not limited to, conduit for all street lighting, signalization, or flasher assemblies)

installed under and on the surface within the public right-of-way and show these facilities, together with a representation of the general corridors in which other underground utilities are located, on the record drawings.

### 3. Submittal Review and Document Preparation.

- i. Review the construction operations and the traffic controls for construction, prior to the start of work. Engineer shall ascertain that the Contractor has all needed permits to accomplish his work during construction.
- ii. Review shop drawings, samples, equipment, asphaltic concrete mix design, concrete mix design, aggregate, and other data submitted by the Contractor for compliance with drawings and specifications.
- iii. Review Contractor submitted monthly pay estimates and final pay estimates for construction and prepare contract administration forms on a monthly basis. These will be submitted in Billings' approved format.
- iv. Contact Billings with 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.
- v. Prepare and recommend work change directives and change orders when necessary due to conditions encountered during construction. The Engineer is not authorized to order additional work without the approval of Billings' Task Director. Any work resulting in contract overage will be processed by approved change orders using Billings standard format.

### 4. Public Involvement Services.

- i. Develop an overall public involvement plan to be used during construction. At a minimum, plan will include provisions for providing information to Billings to be included in monthly newsletters; press releases and road closure notifications; weekly updates (figures and narratives) showing updated construction areas and traffic control layouts for Billings to post online (and to email to affected property owners at their request); weekly construction meetings; and Contractor handouts. Plan to be approved by Billings prior to implementation. Additional approvals by Billings may be required for release of public involvement plan materials to the public.
- ii. Develop a handout to provide information to homeowners and tenants on the construction prior to construction beginning in their alley.

### 5. Closeout Services.

- i. Prepare record drawings (As-Built) and furnish Billings with one (1) paper set for review and comments.

- ii. 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:
  - a. Locations of sewer services based on alignment stationing.
  - b. Invert elevations marked for each manhole, structure, and each connection thereto, as well as at the end of each stubbed sanitary sewer line, and stubbed sanitary service line.
  - c. All above elevations shall be referenced to a permanent benchmark elevation – clearly show on the plans.
  - d. Record drawings are due within 60 days of Contractor's final payment and before final payment to the Engineer.
- iii. Provide one (1) CD of Contractor submittals.
- iv. Schedule and make final inspection with Billings and certify to Billings all construction items were constructed according to plans and specifications and are acceptable to the Engineer.
- v. Schedule and make an inspection with Billings prior to the expiration of construction warranty period and provide a certification of final acceptance. If any problems are found, send a list of deficiencies to Billings and Contractor and continue until acceptable.

## Appendix B

### Methods and Times of Payment

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

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

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

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

Phase 00	Project Management	\$7,152.00
Phase 31	Design Survey	\$45,837.00
Phase 32	Construction Survey	\$26,366.00
Phase 39	Geotechnical	\$53,350.00
Phase 40	Design	\$168,480.00
Phase 50	Construction Administration	\$332,865.00
Phase 60	Project Closeout	\$15,084.00
Phase 88	Quality Assurance	<u>\$3,940.00</u>

**TOTAL** **\$653,074.00**

- 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 on an hourly basis at the applicable fees in Appendix D.

#### 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 and hourly rates as shown in Appendix D have increased for all comparable clients.

## **Appendix C**

### **Additional Services of Engineer**

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

- A. Field and laboratory testing of materials and reports that are in addition to those listed in Appendix A.
- 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**

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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.

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.			

### 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

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Based on a notice to proceed by Billings date no later than November 27, 2017, the completion date for the Engineer's work through final design shall be:

1. Preliminary Engineering Services (30% Design): January 2018
2. Preliminary Engineering Services (70% Design): February 2018
3. Preliminary Engineering Services (90% Design): March 2018
4. Final Engineering Services (100% Design): April 2018
5. Construction Services to be based on Contractor Schedule.

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

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

## **Appendix F**

### **Certificate(s) of Insurance**

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(Attach Certificate(s) of Insurance)

**Regular City Council Meeting**

**Meeting Date:** 11/27/2017

**TITLE:** Renewal of Non-Commercial Aviation Ground Lease with Larson Family Properties LLC

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

**Department:** Airport

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Larson Family Properties, LLC, desires to renew the Non-Commercial Aviation Ground Lease for its hangar on the west end of the Airport located at 2413 Overlook Dr. The company has leased this 16,320 square foot parcel since 2003. The current lease expires on November 30, 2017. The new ten-year lease commences on December 1, 2017 and ends on November 30, 2027.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the Non-Commercial Aviation Ground Lease with Larson Family Properties, LLC, or;
- Disapprove the Non-Commercial Aviation Ground Lease with Larson Family Properties, LLC.

**FINANCIAL IMPACT**

The initial year of this Lease will generate \$4,569.60 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 that City Council approve the Non-Commercial Aviation Ground Lease with Larson Family Properties, LLC for a ten-year term beginning December 1, 2017, and ending November 30, 2027.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 11/27/2017

**TITLE:** Air Transportation Company Operating Permit with Swift Air, LLC

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

**Department:** Airport

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Swift Air, LLC provides commercial charter service for group and special events. At the Airport, Swift Air typically operates occasional charter casino flights to and from Wendover, Nevada. To ensure that specific operating requirements will continue to be met, a standard Air Transportation Company Operating Permit between the City of Billings and Swift Air, LLC is required. The Operating Permit ensures that the airline follows certain operating parameters and procedures, including providing proof that the proper insurance coverage is in place. The Permit is automatically renewable for one-year periods, unless there has been no operational activity for three months or either party chooses to cancel the Permit with 30 days written notice.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the Operating Permit with Swift Air, LLC; or
- Disapprove the Operating Permit with Swift Air, LLC.

**FINANCIAL IMPACT**

Under the new Operating Permit, Swift Air, LLC would not lease any new space in the Terminal Building, but would operate from space currently leased by one of the other airlines, under an agreement with that airline. Currently, United Airlines handles the flights for Swift Air, LLC. Additionally, Swift Air, LLC will be required to report its enplanements, deplanements, landed weight for each of its flights, and pay any landing fees associated with those flights. Each flight will generate approximately \$800 in landing fees.

**RECOMMENDATION**

Staff recommends that City Council approve and the Mayor execute the Air Transportation Company Operating Permit with Swift Air, LLC.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 11/27/2017

**TITLE:** Right-of-Way Agreement and Warranty Deeds with Homestead Capital LLC for Central Avenue

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

**Department:** Public Works

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Work Order 16-05 Central Avenue will widen Central Avenue from 32nd Street West to Shiloh Road. City staff has been negotiating with the adjacent owners for the necessary right-of-way. The needed right-of-way was identified on the design project plans and must be acquired prior to construction. Homestead Capital, LLC owns the property south of Central Avenue from 36th Street West to 37th Street West. The company has agreed to donate the necessary right-of-way in exchange for the improvements being installed along their Central Avenue frontage.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the right-of-way agreement and warranty deeds with Homestead Capital LLC, or;
- Disapprove the right-of-way agreement and warranty deeds. If not approved, there will not be enough right-of-way to widen Central Avenue.

**FINANCIAL IMPACT**

Homestead Capital, LLC is donating the right-of-way and construction easement. In exchange for the right-of-way, the project will construct all of the Central Avenue improvements including extending storm drain services for future use.

**RECOMMENDATION**

Staff recommends that Council approve the right-of-way agreement and warranty deeds with Homestead Capital, LLC.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

R-W Agreement  
Warranty Deed

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***CITY OF BILLINGS  
PUBLIC WORKS DEPARTMENT***

Project: WO 16-05

County: Yellowstone

Designation: Central Avenue – Shiloh Road to 32<sup>nd</sup> Street West Road Improvements

## **RIGHT OF WAY PURCHASE AGREEMENT**

Parcel from Station-To-Station Subdivision Section Township Range:

A tract of land situated in Lots 1 – 2, Block 17 of Parkland West Subdivision, 2<sup>nd</sup> Filing, Document No. 1413418, of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana.

List Names & Addresses of the Grantors:

Homestead Capital LLC.

3110 Cel Avenue

Billings, MT 59102-6711

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THIS AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between City of Billings, a political subdivision of the State of Montana, 210 North 27<sup>th</sup> Street, Billings, MT, 59103, by its authorized representatives, herein called "CITY," its successors and assigns, and Homestead Capital Inc., 3110 Cel Avenue, Billings, MT 59102-6711, herein called "GRANTORS."

The parties agree as follows:

1. THE GRANTOR, hereby grants the City of Billings Right of Way through a Warranty Deed recorded \_\_\_\_\_, 20\_\_\_\_ under Document No.'s \_\_\_\_\_ and \_\_\_\_\_ on file and of record in the Records of Yellowstone County, Montana and in addition to the right-of-way, a Temporary Construction Permit, 20 feet wide located along the Central Avenue frontage of Lots 1 and 2, Block 17, Parkland West Subdivision 2<sup>nd</sup> Filing, and Lots 1 and 2, Block 10, Parkland West Subdivision, 6<sup>th</sup> Filing for the period of one year or the duration of the construction project. Additional temporary construction easement area beyond 20 feet may be required for construction, but would first be discussed with Grantor by the City and agreed upon by Grantor prior to construction in a particular area.

2. The Temporary Easement Area will be cleared of any debris after construction and left in a good, workmanlike condition that is satisfactory to the property owner.
3. This agreement shall not be binding unless and until approved of and accepted by the CITY's authorized representative and Homestead Capital Inc.'s authorized representative.
4. The parties have, herein, set out the whole of their agreement, the performance of which constitutes the entire consideration for the grant of said right of way and shall relieve the CITY of all future claims or obligations on that account or on account of the location, and construction of the proposed road improvements. GRANTORS represent that to the best of their knowledge no hazardous materials have been stored or spilled on the subject property during their ownership or during previous ownerships at least insofar as they have observed or have been informed. In the alternative, if GRANTORS have knowledge of storage or spill of hazardous materials on the subject property, that information is set out below. This sale is conditional upon full disclosure of any such information.
5. It is understood and agreed that CITY is acquiring this right-of-way to construct the Central Avenue – Shiloh Road to 32<sup>nd</sup> Street West Road Improvements project which will consist of street widening, curb and gutter, multi-use path, storm drain, construction of a roundabout, construction of a right-in/right-out drive approach serving both Lots 1 and 2, Block 17 of Parkland West Subdivision, Second Filing, one 6" storm drain service to Lot 1, Block 17 of Parkland West Subdivision, Second Filing. These improvements do not include storm drain service to Lot 2, Block 17 of Parkland West Subdivision, Second Filing. However, future development of Lot 2, Block 17 can gain storm drain service via Type IV inlet located on the lot. Lots will be required to meet current City storm water regulations at the time of development. These Improvements shall be maintained according to CITY's policy in effect at such time maintenance is necessary. CITY further agrees that any future modifications to the existing property necessary to reasonably match these Improvements shall be at no cost or expense to GRANTORS; any future modifications to Central Avenue to accommodate development of the property shall be at the expense of the developer(s).

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

**RECOMMENDED FOR APPROVAL**

**GRANTORS**

\_\_\_\_\_  
Project Coordinator For City of Billings (Date)

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
(Date)

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

BY: \_\_\_\_\_  
Thomas W. Hanel , MAYOR (Date)

**ATTEST:**

BY: \_\_\_\_\_  
Denise Bohlman, CITY CLERK (Date)

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Brent Brooks, City Attorney (Date)

## WARRANTY DEED

**This Deed**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, in consideration by the **City of Billings**, the receipt of which is acknowledged, **witnesses that**,

Homestead Capital, LLC  
3110 Cel Avenue  
Billings, MT 59102-6711

**(Grantors)** do hereby **grant, sell, bargain and convey and forever quit claim** to the **City of Billings (Grantee)**, a political subdivision of the State of Montana, 210 North 27<sup>th</sup> Street, Billings, MT 59103, the following described real property:

A tract of land situated in Lots 1 – 2, Block 17 of Parkland West Subdivision, 2nd Filing, Document No. 1413418, of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows to wit:

Beginning at the Northeast corner of Parcel 17-1 of the Parkland West Subdivision; Thence, S 00° 54' 38" E, 71.41 feet along the East boundary of Parcel 17-1; Thence on curve with radius 130.57 feet, beginning N 34° 18' 43" W and ending N 89° 10' 32" W, 125.02 feet; Thence, N 88° 58' 21" W, 175.55 feet to a point on the West boundary of Parcel 17-1; Thence, N 00° 55' 03" W, 6.81 feet to the Northwest corner of Parcel 17-1; Thence, N 89° 04' 57" E, 280.50 feet along the North boundary of Parcel 17-1 to the point of beginning, and containing 4,948 square feet, more or less.

Beginning at the Northeast corner of Parcel 17-2 of the Parkland West Subdivision; Thence, S 00° 55' 03" E, 6.81 feet along the East boundary of Parcel 17-2; Thence, N 88° 58' 21" W, 200.69 feet to a point on the North boundary of Parcel 17-2; Thence, N 89° 04' 57" E, 200.57 feet along the North boundary of Parcel 17-2 to the point of beginning, and containing 683 square feet, more or less.

**As shown by Exhibits "A" and "B"**, attached hereto and made part hereof.

**Purpose of Acquisition** is to create a right-of way parcel for construction and use of public road, utility and related appurtenant structures, pursuant to §76-3-201(1)(h), MCA, as a division of land that creates rights-of-way or utility sites.

**Excepting and reserving to Grantors**, however, all gas and oil, hydrocarbons and any other materials, beneath the surface of the above described and conveyed premises, together with the right to extract the same, provided that in the exercise of such right the surface thereof shall not be disturbed, interfered with or damaged. This reservations does not include sand, gravel and other road building materials, which are conveyed by this Deed.

**Further excepting and reserving** unto the **Grantors**, their successors and assigns all water, water rights, ditches, canals, irrigation systems, existing or as relocated, if any, including but not limited to, water stock or shares, bonds, certificates, contracts and any and all other indicia of water, water right and ditch ownership, or any interest therein appurtenant to the land described therein, save and except groundwater for the use, benefit and purposes of the **Grantee**.

**Grantors** further expressly waive and relinquish all rights, as owners or successors in interest provided under law, for any preference to repurchase all or a portion of this property should it be determined no longer to be necessary for **Grantee's** purposes.

**To have and to hold** the above described and conveyed premises, with all the reversions, remainders, tenements, hereditaments and appurtenances thereto, unto the **Grantee**, and to its successors and assigns forever.

**This Deed** was executed on the date of its last acknowledgment.

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

As: \_\_\_\_\_

Of:

Homestead Capital, LLC.  
3110 Cel Avenue  
Billings, MT 59102-6711

State of Montana  
County of Yellowstone

This instrument was signed before me on this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ (print name of  
signer(s) as \_\_\_\_\_ of \_\_\_\_\_.

(SEAL/STAMP)

\_\_\_\_\_  
Notary Signature

**ACKNOWLEDGEMENT AND ACCEPTANCE OF CONVEYANCE**

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

\_\_\_\_\_  
Mayor, City of Billings Date

ATTEST: \_\_\_\_\_  
City Clerk

STATE OF MONTANA )

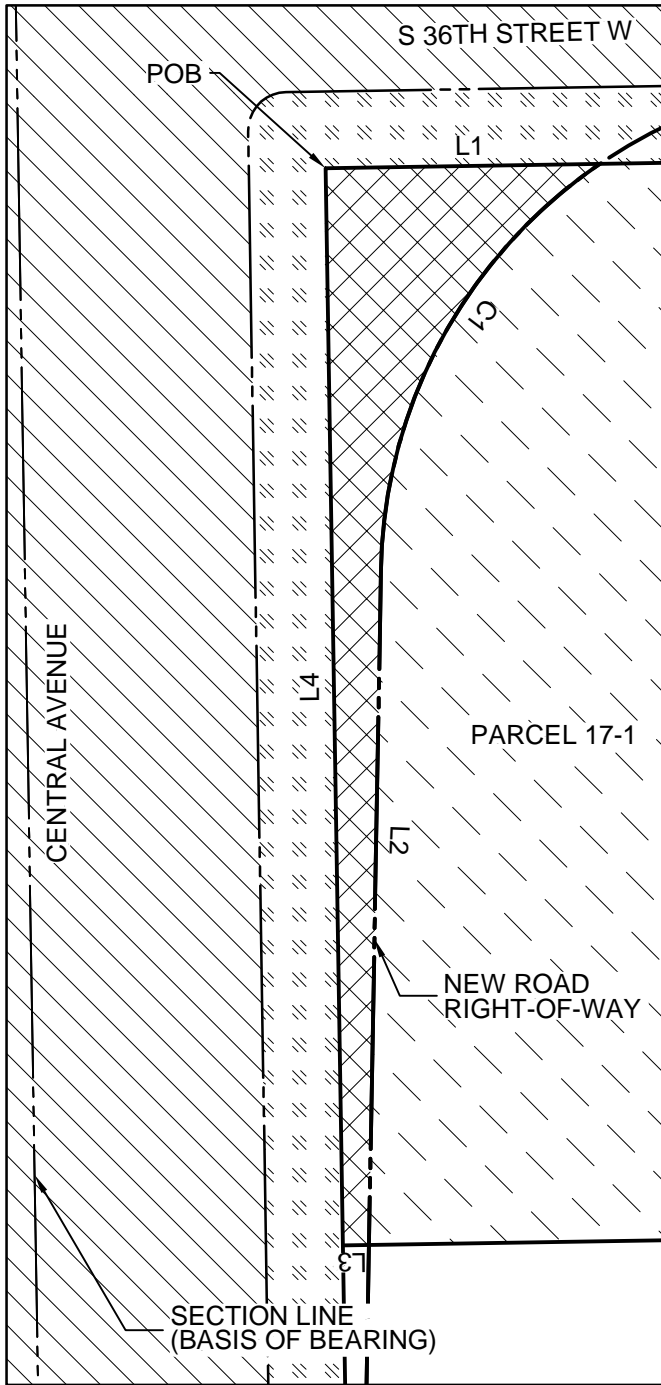
:SS

County of Yellowstone )

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

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

\_\_\_\_\_  
Print Name



Current Owner:  
Homestead Capital LLC

BLOCK 17  
OF THE PARKLAND WEST  
SUBDIVISION,  
SEC. 11, T1S, R25E  
YELLOWSTONE COUNTY, MT


BASIS OF BEARING: N 89° 04' 57" E

- L1 S 00° 54' 38" E, 71.41 FEET
- L2 N 88° 58' 21" W, 175.55 FEET
- L3 N 00° 55' 03" W, 6.81 FEET
- L4 N 89° 04' 57" E, 280.50 FEET

C1 Δ = 54° 51' 49", 125.02 FEET  
R = 130.57 FEET



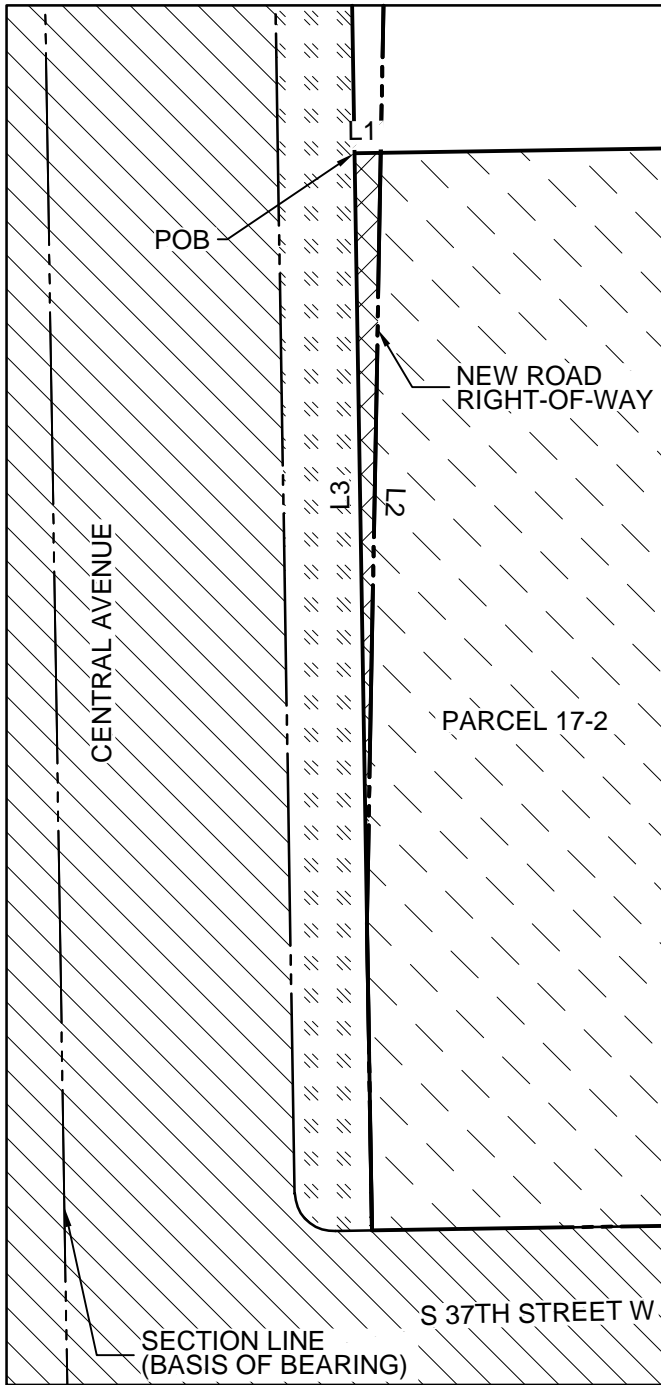
R/W Legend

-  Existing Road Right-of-Way
-  New Road Right-of-Way
-  Area Remaining
-  City Park

Parcel 17-1 (that is Parcel 1 of Block 17) of the Parkland West Subdivision situated in the N $\frac{1}{2}$  of Section 11, T1S, R25E, P.M.M, Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Yellowstone County, Montana; (document number: 1413418).

Said property acquisition perimeter is more particularly described as:

Beginning at the Northeast corner of Parcel 17-1 of the Parkland West Subdivision; Thence, S 00° 54' 38" E, 71.41 feet along the East boundary of Parcel 17-1; Thence on curve with radius 130.57 feet, beginning N 34° 18' 43" W and ending N 89° 10' 32" W, 125.02 feet; Thence, N 88° 58' 21" W, 175.55 feet to a point on the West boundary of Parcel 17-1; Thence, N 00° 55' 03" W, 6.81 feet to the Northwest corner of Parcel 17-1; Thence, N 89° 04' 57" E, 280.50 feet along the North boundary of Parcel 17-1 to the point of beginning, and containing 4,948 sqft., more or less.



Current Owner:  
Homestead Capital LLC



BLOCK 17  
OF THE PARKLAND WEST  
SUBDIVISION,  
SEC. 11, T1S, R25E  
YELLOWSTONE COUNTY, MT

BASIS OF BEARING: N 89° 04' 57" E

- L1 S 00° 55' 03" E, 6.81 FEET
- L2 N 88° 58' 21" W, 200.69 FEET
- L3 N 89° 04' 57" E, 200.57 FEET



R/W Legend

-  Existing Road Right-of-Way
-  New Road Right-of-Way
-  Area Remaining
-  City Park

Parcel 17-2 (that is Parcel 2 of Block 17) of the Parkland West Subdivision situated in the N $\frac{1}{2}$  of Section 11, T1S, R25E, P.M.M, Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Yellowstone County, Montana; (document number: 1413418).

Said property acquisition perimeter is more particularly described as:

Beginning at the Northeast corner of Parcel 17-2 of the Parkland West Subdivision; Thence, S 00° 55' 03" E, 6.81 feet along the East boundary of Parcel 17-2; Thence, N 88° 58' 21" W, 200.69 feet to a point on the North boundary of Parcel 17-2; Thence, N 89° 04' 57" E, 200.57 feet along the North boundary of Parcel 17-2 to the point of beginning, and containing 683 sqft., more or less.

**Regular City Council Meeting**

**Meeting Date:** 11/27/2017

**TITLE:** Public Access Easement over Hogan Slough

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

**Department:** Public Works

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

A pedestrian bridge is being constructed by Annafeld Subdivision and Harmony Meadows Subdivision. The pedestrian bridge is over the Hogan Slough and connects the multi-use path along Elysian Road. Hogan Slough is operated by Canyon Creek Ditch Company which is granting the city a public access easement for the bridge.

**ALTERNATIVES ANALYZED**

The Council may:

- Accept the public access easement; or
- Do not accept the public access easement, however, there is not another area to cross the Slough.

**FINANCIAL IMPACT**

There is no financial impact because Canyon Creek is granting the easement at no cost.

**RECOMMENDATION**

Staff recommends that the City Council accept the public access easement from Canyon Creek Ditch Company.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Public Access Easement

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Return to:  
City of Billings  
210 N. 27<sup>th</sup> St.  
Billings, MT 59101

## DECLARATION OF PUBLIC ACCESS EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned owner, CANYON CREEK DITCH COMPANY, 1807 East Lane, Billings MT 59101, does, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, hereby grant unto the CITY OF BILLINGS, MONTANA, a municipal subdivision, 210 N. 27th St., Billings, MT 59101, an easement over, through, and across certain real property situated in the NW1/4 of Section 19, T. 1 S., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, being more particularly described as follows, to wit:

The south 20' of the north 77.5' of that tract of land described in a Warranty Deed recorded in Book 67, Page 368 under Document No. 115489 and a Warranty Deed recorded in Book 149, Page 206 under Document No. 242974, Yellowstone County records; said easement also 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, replacing, and using a pedestrian bridge and any necessary fixtures and appurtenances over, through, and across said real property, together with the right of free ingress and egress for pedestrian traffic at all times.

This easement is created for the benefit of the public and shall run with the real property and is 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 each owner thereof.

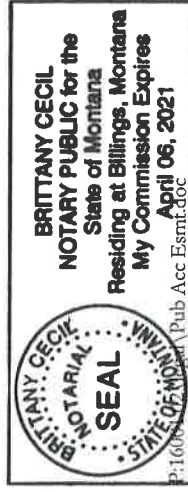
CANYON DITCH COMPANY

By: Everett A. Gabel

Title: President

STATE OF MONTANA )  
County of Yellowstone ) :SS

On this 20<sup>th</sup> day of October, 2017, before me, the undersigned Notary Public for the State of Montana, personally appeared Everett A. Gabel, known to me to be the persons who signed the forgoing instrument as President of Canyon Ditch Company, and acknowledged to me that said company executed the same. Witness my hand and seal the day and year herein above written.



Brittany Cecil  
Notary Public in and for the State of Montana

## ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

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

\_\_\_\_\_  
Mayor, City of Billings

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF MONTANA     )  
                                  :SS  
County of Yellowstone    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they executed the foregoing instrument. Witness my hand and seal the day and year herein above written.

\_\_\_\_\_  
Notary Public in and for the State of Montana

# EXHIBIT A

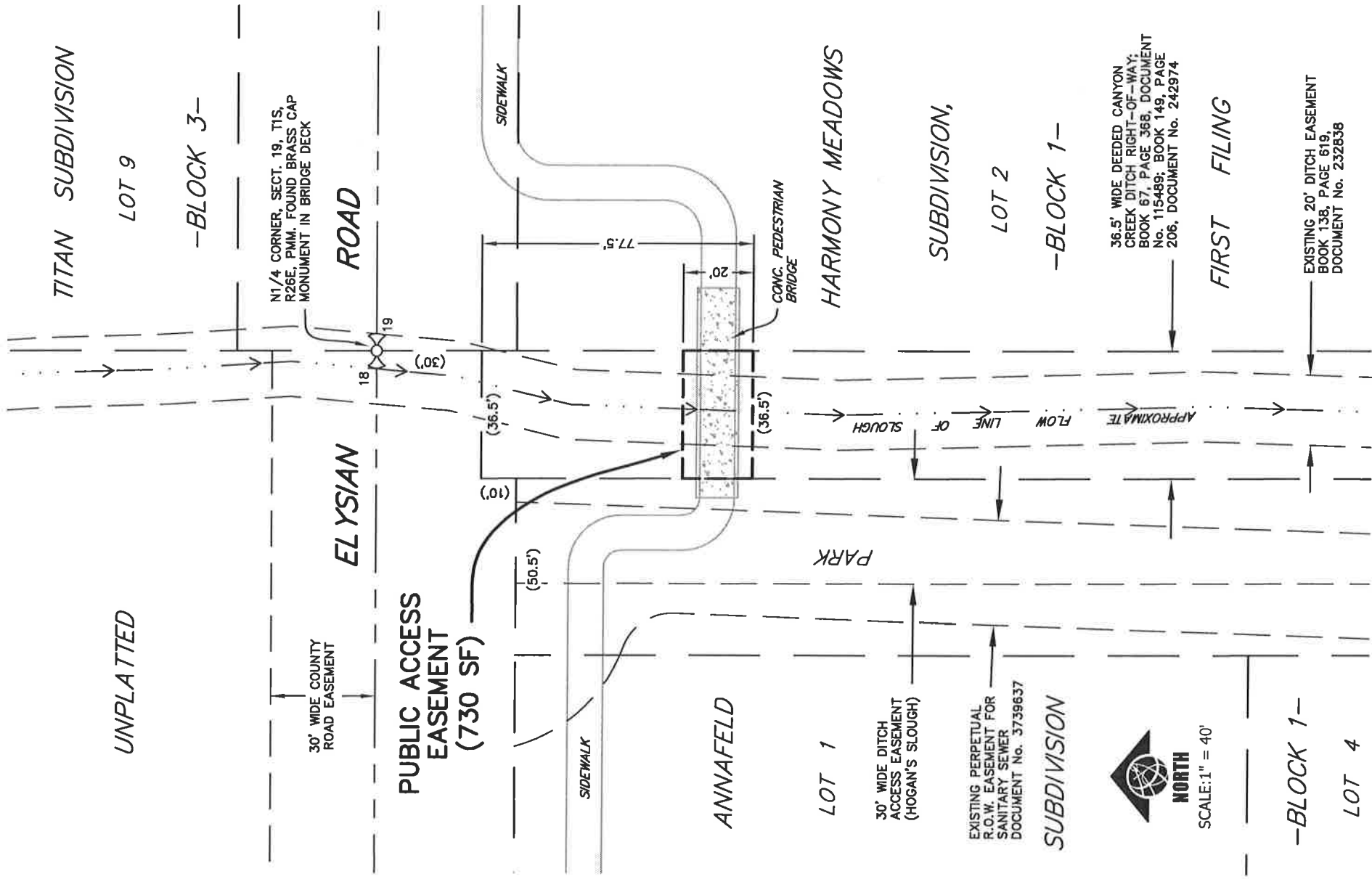
PUBLIC ACCESS EASEMENT WITHIN CANYON CREEK DITCH CO. RIGHT-OF-WAY SITUATED IN THE NW1/4, SECT. 19, T1S, R26E, PMM, IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : McCALL DEVELOPMENT

OCTOBER, 2017

PREPARED BY : SANDERSON STEWART 

BILLINGS, MONTANA



**Regular City Council Meeting**

**Meeting Date:** 11/27/2017

**TITLE:** Second Reading of Ordinance Amending Ward II Boundary

**PRESENTED BY:** Wyeth Friday

**Department:** Planning & Community Services

**Presentation:** No

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**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 (De-annexation 17-04) on October 10, 2017, by Resolution No. 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 was approved by the City Council on November 13, 2017, after conducting a public hearing. 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 second 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 the City Council approve this ordinance on second reading removing recently excluded property from Ward II.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**



**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, 3<sup>rd</sup> 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, 3<sup>rd</sup> 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"



Consent 1. H. 1.

**Regular City Council Meeting**

**Meeting Date:** 11/27/2017

**TITLE:** Payment of Claims October 30, 2017

**PRESENTED BY:** Andy Zoeller

**Department:** City Hall Administration

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$1,351,048.95 have been audited and are presented for City Council payment approval. A complete listing of the claims dated October 30, 2017, are available in the Finance Department.

**ALTERNATIVES ANALYZED**

No other alternatives were analyzed.

**FINANCIAL IMPACT**

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

**RECOMMENDATION**

Staff recommends that Council approve the Payment of Claims.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

councilmemo\_10.30.2017

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Check Date	Check	Name	Fund Name	Amount	Item Desc
10/30/2017	808590	Advantage Companies LLI	Library	\$ 6,840.00	Invoice 23709
10/30/2017	808592	Agissar Corporation	Water	\$ 2,485.20	Annual Maintenance Agreement
10/30/2017	808592	Agissar Corporation	Wastewater	\$ 1,656.80	Annual Maintenance Agreement
10/30/2017	808593	Airgas Ncn	Wastewater	\$ 4,687.92	Air monitors
10/30/2017	808593	Airgas Ncn	Wastewater	\$ 4,101.93	Exchange monitors
10/30/2017	808593	Airgas Ncn	Wastewater	\$ (2,590.00)	Return-air monitors
10/30/2017	808593	Airgas Ncn	Wastewater	\$ (1,818.77)	Return-air monitors/cylinders
10/30/2017	808594	Ajax TOCCO	Sidewalk Debt Svc	\$ 24,881.00	BD1240 - Dumper/Sander Plow, Streets
10/30/2017	808598	American Title & Escrow	CDBG	\$ 15,000.00	FTHB Stephanie Porter 2210 Wingate
10/30/2017	808602	Arm Scor Cartridge Incorporated	Public Safety	\$ 130.00	AC 308-2N - 308 Win-168gr HPBT New Ammo
10/30/2017	808602	Arm Scor Cartridge Incorporated	Public Safety	\$ 1,190.00	AC 9-2N, 9mm-115gr FMJ New Ammo
10/30/2017	808602	Arm Scor Cartridge Incorporated	Public Safety	\$ 470.00	AC 40-6N, 40 ?S&W-165gr FMJ New Ammo
10/30/2017	808602	Arm Scor Cartridge Incorporated	Public Safety	\$ 2,970.00	AC 223-1N, 223 Rem-55gr FMJ New Ammo
10/30/2017	808602	Arm Scor Cartridge Incorporated	Public Safety	\$ 202.50	F N22355VP250, 223 Rem-55gr FMJ New
10/30/2017	808605	Auto Trim Design	Public Safety	\$ 1,305.05	15-9548-CG SLIDE IN RACK 95"X48" FOR FIRE
10/30/2017	808605	Auto Trim Design	Public Safety	\$ 1,958.95	CROWN TOPPER FOR FIRE UNIT 4074
10/30/2017	808616	Business Tax Section	Airport	\$ 1,935.81	AIP-55 Runway 10R/28L Shift - Federal Share
10/30/2017	808616	Business Tax Section	Solid Waste	\$ 441.71	Landfill Fuel Control System and Dispenser
10/30/2017	808616	Business Tax Section	Water	\$ 189.36	REPAIR DAMAGED TRANSFORMER SWITCH
10/30/2017	808616	Business Tax Section	Water	\$ 137.18	WO 17-21 Belknap Service Center Crack Repair
10/30/2017	808616	Business Tax Section	Wastewater	\$ 3,308.94	WO1701 Sch 2C Western Municipal
10/30/2017	808616	Business Tax Section	Airport	\$ 215.09	AIP-55 Runway 10R/28L Shift - Local Share
10/30/2017	808616	Business Tax Section	Wastewater	\$ 91.45	WO 17-21 Belknap Service Center Crack Repair
10/30/2017	808620	Century Link	Fleet	\$ 53.94	406-256-5047 Motor Pool
10/30/2017	808620	Century Link	EOC 911	\$ 49.27	406-651-0282 Fire 5 911 Line
10/30/2017	808620	Century Link	Airport	\$ 52.39	406-256-7070 Airport
10/30/2017	808620	Century Link	Parking	\$ 49.27	406-252-2041 Park 2 Elevator Phone
10/30/2017	808620	Century Link	General	\$ 49.27	406-652-0269 Cemetery FAX Line
10/30/2017	808620	Century Link	General	\$ 52.39	406-652-5507 Parks
10/30/2017	808620	Century Link	Street/Traffic Oper	\$ 37.77	406-652-8104 PW Traffic Signal 24 Central
10/30/2017	808620	Century Link	General	\$ 40.08	406-652-8403 Stewart Park Batting Cages
10/30/2017	808620	Century Link	City County Planning	\$ 36.73	406-656-9578 Planning Traffic Central
10/30/2017	808620	Century Link	City County Planning	\$ 36.73	406-656-9604 Planning Traffic Central 9th
10/30/2017	808620	Century Link	Airport	\$ 57.08	406-256-6014 Airport P9 Building
10/30/2017	808620	Century Link	Airport	\$ 57.08	406-252-0721 Airport 1FB Line
10/30/2017	808620	Century Link	General	\$ 36.73	406-657-3014 Parks 3890 Stillwater
10/30/2017	808620	Century Link	Telephone System	\$ 79.69	406-252-3774 BOC Measured Lines 406-252-
10/30/2017	808620	Century Link	Telephone System	\$ 2,719.26	406-657-8377 Main System Centrex
10/30/2017	808620	Century Link	Airport	\$ 98.54	406-252-9412 Airport
10/30/2017	808620	Century Link	Telephone System	\$ 116.42	406-657-3009 PUD Measured Lines 406-247-
10/30/2017	808627	Crescent Electric Supply	Street/Traffic Oper	\$ 0.01	MISC SERVICES

Check Date	Check	Name	Fund Name	Amount	Item Desc
10/30/2017	808627	Crescent Electric Supply	Street/Traffic Oper	\$ 124.26	MISC SERVICES
10/30/2017	808627	Crescent Electric Supply	Street/Traffic Oper	\$ (0.03)	MISC SERVICES
10/30/2017	808627	Crescent Electric Supply	Street/Traffic Oper	\$ 0.03	MISC SERVICES
10/30/2017	808627	Crescent Electric Supply	Street/Traffic Oper	\$ 944.24	STREET LIGHTS PO NUM 304348
10/30/2017	808627	Crescent Electric Supply	Street/Traffic Oper	\$ 540.94	STREET LIGHTS PO NUM 304422
10/30/2017	808627	Crescent Electric Supply	Street/Traffic Oper	\$ 4.24	MISC SERVICES
10/30/2017	808627	Crescent Electric Supply	Street/Traffic Oper	\$ 536.55	STREET LIGHTS PO NUM 304349
10/30/2017	808627	Crescent Electric Supply	Street/Traffic Oper	\$ 284.85	STREET LIGHTS PO NUM 304347
10/30/2017	808627	Crescent Electric Supply	Street/Traffic Oper	\$ 63.44	STREET LIGHTS PO NUM 304421
10/30/2017	808627	Crescent Electric Supply	Street/Traffic Oper	\$ 585.00	STREET LIGHTS PO NUM 304346
10/30/2017	808627	Crescent Electric Supply	Street/Traffic Oper	\$ 628.95	STREET LIGHTS PO NUM 304420
10/30/2017	808627	Crescent Electric Supply	Street/Traffic Oper	\$ 4,680.00	STREET LIGHTS PO NUM 304342
10/30/2017	808627	Crescent Electric Supply	Street/Traffic Oper	\$ 74.45	STREET LIGHTS PO NUM 304416
10/30/2017	808627	Crescent Electric Supply	Wastewater	\$ 64.42	PHOENIX RAD-PIG-RSMAN
10/30/2017	808627	Crescent Electric Supply	Street/Traffic Oper	\$ 136.67	plugs to fix generator
10/30/2017	808627	Crescent Electric Supply	Street/Traffic Oper	\$ 4,320.00	STREET LIGHTS PO NUM 304344
10/30/2017	808627	Crescent Electric Supply	Street/Traffic Oper	\$ 281.87	STREET LIGHTS PO NUM 304418
10/30/2017	808627	Crescent Electric Supply	Street/Traffic Oper	\$ 4,320.00	STREET LIGHTS PO NUM 304345
10/30/2017	808627	Crescent Electric Supply	Street/Traffic Oper	\$ 354.96	STREET LIGHTS PO NUM 304419
10/30/2017	808627	Crescent Electric Supply	Street/Traffic Oper	\$ 1,392.00	STREET LIGHTS PO NUM 304343
10/30/2017	808627	Crescent Electric Supply	Street/Traffic Oper	\$ 91.55	STREET LIGHTS PO NUM 304417
10/30/2017	808637	Empire Garage Owner's Association	Parking	\$ 7,837.42	City of Billings October Assessment.
10/30/2017	808663	HDR, Inc.	Water	\$ 49,223.64	WO 14-11 WWTP Nutrient Upgrade Expansion
10/30/2017	808667	I-State Truck, Inc.	Water	\$ 108,277.20	Order for 1- 12 YD Dump Truck w/Snow Plow
10/30/2017	808667	I-State Truck, Inc.	Wastewater	\$ 72,184.80	Order for 1- 12 YD Dump Truck w/Snow Plow
10/30/2017	808668	Iaff	Sidewalk Debt Svc	\$ 4,894.04	Payroll Summary
10/30/2017	808669	Idexx Distribution Inc.	Water	\$ 4,032.87	Lab supplies
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 70.15	30862696
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 34.22	30862697
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 82.86	30862699
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 44.00	30862698
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 134.61	30862698
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 10.61	30862701
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 8.90	30862700
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 8.97	30862702
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 99.00	30862704
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 11.99	30862703
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 35.99	30862705
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 11.98	30862706
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 5.99	30862707
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 64.90	30893379

Check Date	Check	Name	Fund Name	Amount	Item Desc
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 202.58	30893377
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 44.01	30893377
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 9.32	30893378
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 393.71	30893378
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 19.24	30893375
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 13.74	30893376
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 87.89	30893380
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 15.64	30893380
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 10.02	30893380
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 30.99	30893380
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 36.79	30893381
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 16.17	30893382
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 30.70	30929287
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 16.55	30929287
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 68.32	30952386
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 15.93	30952386
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 16.52	30952387
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 24.75	30952388
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 164.60	30952388
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 76.07	30952389
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 26.54	30952389
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 17.97	30952390
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 675.32	30952391
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 490.10	30952391
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 20.04	30952391
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 40.93	30952391
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 10.79	30952391
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 81.88	30952392
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 12.58	30952393
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 19.25	30952394
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 4.79	30952394
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 13.18	30952395
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 100.00	99474589
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 100.00	99474589
10/30/2017	808671	Ingram Library Services Inc.	Library	\$ 100.00	99474589
10/30/2017	808672	Interstate Power Systems, Inc.	Transit	\$ 300.66	BUS MET PO NUM 304403
10/30/2017	808672	Interstate Power Systems, Inc.	Transit	\$ 5,238.99	AUTO &TRUCK MAINT.ITEMS
10/30/2017	808674	Kadrmass Lee & Jackson	Tax Increment South	\$ 4,997.78	WO 15-07 Orchard Lane; CO#1 01/25/2016
10/30/2017	808674	Kadrmass Lee & Jackson	Wastewater	\$ 12,828.75	WO 17-23 King Ave W Water & Sewer
10/30/2017	808674	Kadrmass Lee & Jackson	Water	\$ 12,828.75	WO 17-23 King Ave W Water & Sewer
10/30/2017	808674	Kadrmass Lee & Jackson	Storm Sewer	\$ 907.50	WO 17-07 Hilltop Rd & Aronson Ave Storm Drain

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10/30/2017	808677	Knife River (JTL Group Inc.)	Airport	\$ 21,293.91	Runway 10R/28L Shift - Local Share
10/30/2017	808677	Knife River (JTL Group Inc.)	Airport	\$ 191,645.19	Runway 10R/28L Shift - Federal Share
10/30/2017	808677	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 826.65	asphalt
10/30/2017	808677	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 937.75	asphalt
10/30/2017	808677	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 1,047.75	asphalt
10/30/2017	808677	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 144.34	1 1/2" crushed base
10/30/2017	808677	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 226.56	1 1/2" crushed base
10/30/2017	808677	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 52.62	1 1/2" crushed base
10/30/2017	808677	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 366.76	1 1/2" crushed base and 3/8" chips for
10/30/2017	808682	Marketing Specialties Inc	Solid Waste	\$ 43,729.49	Landfill Fuel Control System and Dispenser
10/30/2017	808683	Marks Lumber Inc	Park District 1	\$ 2,630.00	Engineering wood fiber for playground fall
10/30/2017	808683	Marks Lumber Inc	Park District 1	\$ 2,430.00	Engineering wood fiber for playground fall
10/30/2017	808683	Marks Lumber Inc	Park District 1	\$ 2,965.00	Engineering wood fiber for playground fall
10/30/2017	808683	Marks Lumber Inc	Park District 1	\$ 2,765.00	Engineering wood fiber for playground fall
10/30/2017	808689	Montana CSED	Sidewalk Debt Svc	\$ 3,911.29	Payroll Summary
10/30/2017	808690	Montana Dakota Utilities Co	Water	\$ 69.80	010 490 1000 0
10/30/2017	808690	Montana Dakota Utilities Co	Public Safety	\$ 19.72	062 907 9494 7
10/30/2017	808690	Montana Dakota Utilities Co	Airport	\$ 78.64	283 116 0655 3. IP-12. October 2017
10/30/2017	808690	Montana Dakota Utilities Co	Airport	\$ 108.86	185 580 1000 7. TSA Building. October 2017
10/30/2017	808690	Montana Dakota Utilities Co	Water	\$ 86.16	210 490 1000 8
10/30/2017	808690	Montana Dakota Utilities Co	Wastewater	\$ 2,085.06	293 780 1000 2
10/30/2017	808690	Montana Dakota Utilities Co	Facilities Mngmt	\$ 241.44	130 733 1000 8
10/30/2017	808690	Montana Dakota Utilities Co	Airport	\$ 37.96	160 723 3573 6. USDA. October 2017
10/30/2017	808690	Montana Dakota Utilities Co	Library	\$ 1,135.88	219 924 4851 0
10/30/2017	808690	Montana Dakota Utilities Co	Water	\$ 15.86	110 490 1000 9
10/30/2017	808690	Montana Dakota Utilities Co	Public Safety	\$ 675.59	169 233 1000 3
10/30/2017	808690	Montana Dakota Utilities Co	Airport	\$ 23.42	295 580 1000 4. Aero Interiors. October 2017
10/30/2017	808690	Montana Dakota Utilities Co	Wastewater	\$ 33.47	868 563 1000 7
10/30/2017	808690	Montana Dakota Utilities Co	Water	\$ 28.25	800 490 1000 4
10/30/2017	808690	Montana Dakota Utilities Co	Solid Waste	\$ 58.20	770 390 1000 2
10/30/2017	808690	Montana Dakota Utilities Co	Facilities Mngmt	\$ 1,361.39	757 633 1000 2
10/30/2017	808690	Montana Dakota Utilities Co	Water	\$ 95.31	700 490 1000 5
10/30/2017	808690	Montana Dakota Utilities Co	Water	\$ 21.09	666 923 1000 7
10/30/2017	808690	Montana Dakota Utilities Co	Transit	\$ 671.53	962 880 1000 0
10/30/2017	808690	Montana Dakota Utilities Co	General	\$ 94.71	571 295 3342 8
10/30/2017	808690	Montana Dakota Utilities Co	Parking	\$ 47.57	799 152 1209 0
10/30/2017	808690	Montana Dakota Utilities Co	Water	\$ 33.84	566 923 1000 8
10/30/2017	808690	Montana Dakota Utilities Co	Wastewater	\$ 31.87	735 453 1000 2
10/30/2017	808690	Montana Dakota Utilities Co	Water	\$ 14.13	527 033 1000 4
10/30/2017	808690	Montana Dakota Utilities Co	Parking	\$ 15.64	717 353 1000 6
10/30/2017	808690	Montana Dakota Utilities Co	Water	\$ 9.97	600 490 1000 6

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10/30/2017	808690	Montana Dakota Utilities Co	Public Safety	\$ 244.33	885 880 1000 4
10/30/2017	808690	Montana Dakota Utilities Co	Water	\$ 9.96	600 490 1000 6
10/30/2017	808690	Montana Dakota Utilities Co	Facilities Mngmt	\$ 1,582.21	929 780 1000 4
10/30/2017	808690	Montana Dakota Utilities Co	Water	\$ 23.51	510 490 1000 5
10/30/2017	808690	Montana Dakota Utilities Co	Engineering	\$ 88.08	595 373 1000 1
10/30/2017	808690	Montana Dakota Utilities Co	Water	\$ 976.35	500 490 1000 7
10/30/2017	808690	Montana Dakota Utilities Co	Airport	\$ 15.86	529 573 1000 7. Detail Bay 5 Thrifty/Dollar.
10/30/2017	808690	Montana Dakota Utilities Co	P.W. Admin	\$ 58.72	595 373 1000 1
10/30/2017	808690	Montana Dakota Utilities Co	Airport	\$ 29.82	329 573 1000 9. Detail Bay 3 Enterprise. October
10/30/2017	808690	Montana Dakota Utilities Co	Airport	\$ 22.84	429 573 1000 8. Detail Bay 4 Avis/Budget.
10/30/2017	808690	Montana Dakota Utilities Co	Public Safety	\$ 174.39	442 190 1000 4
10/30/2017	808690	Montana Dakota Utilities Co	Public Safety	\$ 199.05	533 653 1000 1
10/30/2017	808690	Montana Dakota Utilities Co	Wastewater	\$ 44.60	410 490 1000 6
10/30/2017	808690	Montana Dakota Utilities Co	Public Safety	\$ 38.99	514 117 0478 9
10/30/2017	808690	Montana Dakota Utilities Co	General	\$ 38.49	371 101 1000 6
10/30/2017	808690	Montana Dakota Utilities Co	Water	\$ 133.83	410 490 1000 6
10/30/2017	808690	Montana Dakota Utilities Co	General	\$ 82.40	437 780 1000 9
10/30/2017	808690	Montana Dakota Utilities Co	Airport	\$ 70.51	629 573 1000 6. Detail Bay 2 National/Alamo.
10/30/2017	808690	Montana Dakota Utilities Co	Airport	\$ 22.84	229 573 1000 0. Detail Bay 1 Hertz. October
10/30/2017	808690	Montana Dakota Utilities Co	Parking	\$ 134.06	303 725 2591 2
10/30/2017	808690	Montana Dakota Utilities Co	Water	\$ 369.98	310 490 1000 7
10/30/2017	808690	Montana Dakota Utilities Co	Wastewater	\$ 4,170.13	293 780 1000 2
10/30/2017	808690	Montana Dakota Utilities Co	Airport	\$ 517.91	889 373 1000 6. Car Wash. October 2017
10/30/2017	808690	Montana Dakota Utilities Co	Wastewater	\$ 123.32	310 490 1000 7
10/30/2017	808690	Montana Dakota Utilities Co	Airport	\$ 197.38	129 573 1000 1. Mud Wash. October 2017
10/30/2017	808690	Montana Dakota Utilities Co	Wastewater	\$ 2,085.06	293 780 1000 2
10/30/2017	808690	Montana Dakota Utilities Co	Facilities Mngmt	\$ 259.62	993 733 1000 4
10/30/2017	808690	Montana Dakota Utilities Co	Facilities Mngmt	\$ 2,319.36	989 733 1000 0
10/30/2017	808690	Montana Dakota Utilities Co	General	\$ 45.45	927 890 1000 3
10/30/2017	808690	Montana Dakota Utilities Co	Water	\$ 135.52	900 490 1000 3
10/30/2017	808692	Montana State Fireman's Assoc	Sidewalk Debt Svc	\$ 3,903.37	Payroll Summary
10/30/2017	808695	Morrison Maierle Inc	Airport	\$ 5,358.69	Runway 10R/28L Shift Project - Federal Share -
10/30/2017	808695	Morrison Maierle Inc	Airport	\$ 595.41	Runway 10R/28L Shift Project - Local Share -
10/30/2017	808695	Morrison Maierle Inc	Airport	\$ 17,205.05	Runway 10R/28L Shift Project - Federal Share -
10/30/2017	808695	Morrison Maierle Inc	Airport	\$ 1,911.67	Runway 10R/28L Shift Project - Local Share - CA
10/30/2017	808698	MPPA Montana Police Protective Association	Sidewalk Debt Svc	\$ 3,178.42	Payroll Summary
10/30/2017	808700	MT Waterworks	Water	\$ 1,480.80	SYSTEMS PO NUM 304317
10/30/2017	808700	MT Waterworks	Water	\$ 339.00	1X60 SOFT COPPER TUBE
10/30/2017	808700	MT Waterworks	Water	\$ 13,511.48	SYSTEMS PO NUM 304356
10/30/2017	808700	MT Waterworks	Water	\$ 192.24	SYSTEMS PO NUM 304355
10/30/2017	808702	NorthWestern Energy	Airport	\$ 63.97	0719616-5. ARFF Facility Lights. October 2017

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10/30/2017	808702	NorthWestern Energy	Parking	\$ 2,878.96	0720834-1
10/30/2017	808702	NorthWestern Energy	Water	\$ 1,610.27	0722252-4
10/30/2017	808702	NorthWestern Energy	Airport	\$ 13.79	0712799-6. IP-8. October 2017
10/30/2017	808702	NorthWestern Energy	General	\$ 6.59	0722237-5
10/30/2017	808702	NorthWestern Energy	Parking	\$ 1,215.32	1569636-2
10/30/2017	808702	NorthWestern Energy	Airport	\$ 1,059.18	0712800-2. IP-9. October 2017
10/30/2017	808702	NorthWestern Energy	General	\$ 5.97	0722247-4
10/30/2017	808702	NorthWestern Energy	Airport	\$ 379.53	0712792-1. IP-7. October 2017
10/30/2017	808702	NorthWestern Energy	Radio	\$ 176.07	0721580-9
10/30/2017	808702	NorthWestern Energy	Water	\$ 2,182.89	0723043-6
10/30/2017	808702	NorthWestern Energy	Wastewater	\$ 319.24	822 Shiloh Crossing
10/30/2017	808702	NorthWestern Energy	Parking	\$ 369.66	0720829-1
10/30/2017	808702	NorthWestern Energy	Public Safety	\$ 3,148.08	0100476-1: STATION #1 - MONTHLY
10/30/2017	808702	NorthWestern Energy	Airport	\$ 23,827.18	0100482-9. Maul Main Account. October 2017
10/30/2017	808702	NorthWestern Energy	Facilities Mngmt	\$ 6,541.88	0100507-3
10/30/2017	808702	NorthWestern Energy	General	\$ 156.58	Electrical charges for Pioneer Park tennis courts
10/30/2017	808702	NorthWestern Energy	General	\$ 1,445.08	Monthly electrical charges for PRPL office and
10/30/2017	808702	NorthWestern Energy	Parking	\$ 191.73	3279035-4
10/30/2017	808702	NorthWestern Energy	Airport	\$ 200.92	0712809-3. IP-11. October 2017
10/30/2017	808702	NorthWestern Energy	General	\$ 224.18	0722251-6
10/30/2017	808702	NorthWestern Energy	Airport	\$ 88.97	0712817-6. IP-House. October 2017
10/30/2017	808702	NorthWestern Energy	General	\$ 99.53	0722255-7
10/30/2017	808702	NorthWestern Energy	General	\$ 202.60	0722260-7
10/30/2017	808702	NorthWestern Energy	General	\$ 385.03	0722257-3
10/30/2017	808702	NorthWestern Energy	General	\$ 7.62	0722261-5
10/30/2017	808702	NorthWestern Energy	General	\$ 3.24	0722262-3
10/30/2017	808702	NorthWestern Energy	General	\$ 41.60	0722265-6
10/30/2017	808702	NorthWestern Energy	General	\$ 58.06	0722263-1
10/30/2017	808702	NorthWestern Energy	General	\$ 40.96	0722293-8
10/30/2017	808702	NorthWestern Energy	General	\$ 15.38	0722269-8
10/30/2017	808702	NorthWestern Energy	General	\$ 12.77	0722292-0
10/30/2017	808702	NorthWestern Energy	General	\$ 1.12	0722268-0
10/30/2017	808702	NorthWestern Energy	General	\$ 37.37	0722266-4
10/30/2017	808702	NorthWestern Energy	General	\$ 14.88	0722905-7
10/30/2017	808702	NorthWestern Energy	General	\$ 169.41	0722933-9
10/30/2017	808702	NorthWestern Energy	General	\$ 112.43	0723035-2
10/30/2017	808702	NorthWestern Energy	General	\$ 7.31	0723036-0
10/30/2017	808702	NorthWestern Energy	General	\$ 201.37	0723037-8
10/30/2017	808702	NorthWestern Energy	General	\$ 80.43	0723048-5
10/30/2017	808702	NorthWestern Energy	General	\$ 12.22	0723038-6
10/30/2017	808702	NorthWestern Energy	General	\$ 51.16	0723042-8

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10/30/2017	808702	NorthWestern Energy	General	\$ 73.72	0723044-4
10/30/2017	808702	NorthWestern Energy	General	\$ 143.99	0723050-1
10/30/2017	808702	NorthWestern Energy	General	\$ 15.93	0723051-9
10/30/2017	808702	NorthWestern Energy	General	\$ 14.91	0723052-7
10/30/2017	808702	NorthWestern Energy	General	\$ 307.94	0723054-3
10/30/2017	808702	NorthWestern Energy	General	\$ 12.69	0723055-0
10/30/2017	808702	NorthWestern Energy	General	\$ 61.41	0723056-8
10/30/2017	808702	NorthWestern Energy	General	\$ 18.55	0723057-6
10/30/2017	808702	NorthWestern Energy	General	\$ 34.67	0723058-4
10/30/2017	808702	NorthWestern Energy	General	\$ 7.35	0723090-7
10/30/2017	808702	NorthWestern Energy	General	\$ 5.85	0723162-4
10/30/2017	808702	NorthWestern Energy	General	\$ 682.67	0723170-7
10/30/2017	808702	NorthWestern Energy	Street/Traffic Oper	\$ 5.85	0723644-1
10/30/2017	808702	NorthWestern Energy	Street/Traffic Oper	\$ 5.85	0723645-8
10/30/2017	808702	NorthWestern Energy	General	\$ 33.59	0789437-1
10/30/2017	808702	NorthWestern Energy	Parks Maintenance	\$ 189.20	1059093-3
10/30/2017	808702	NorthWestern Energy	P.W. Admin	\$ 368.30	1741314-7
10/30/2017	808702	NorthWestern Energy	Engineering	\$ 552.43	1741314-7
10/30/2017	808702	NorthWestern Energy	Transit	\$ 160.86	1784756-7
10/30/2017	808702	NorthWestern Energy	Public Safety	\$ 339.43	1984150-1
10/30/2017	808702	NorthWestern Energy	Public Safety	\$ 260.95	1984155-0
10/30/2017	808702	NorthWestern Energy	Parking	\$ 1,519.83	3067416-2
10/30/2017	808702	NorthWestern Energy	General	\$ -	0723027-9
10/30/2017	808702	NorthWestern Energy	Parking	\$ 648.32	1594282-4
10/30/2017	808716	Rocky Mountain Compost Inc	Park District 1	\$ 15,800.00	Fall playground protection for parks
10/30/2017	808717	Sanderson Stewart	Gas Tax	\$ -	WO 16-09 Grand Ave (48th Street West to 58th
10/30/2017	808717	Sanderson Stewart	Water	\$ 2,739.23	WO 17-25 Elysian Rd Curb, Gutter & Asphalt
10/30/2017	808717	Sanderson Stewart	Arterial Streets	\$ 4,688.09	WO 16-09 Grand Ave (48th Street West to 58th
10/30/2017	808724	Sunset Excavation	Water	\$ 4,850.00	water repair 2972 Canyon
10/30/2017	808724	Sunset Excavation	Water	\$ 3,600.00	2975 Canyon water repair
10/30/2017	808731	Town & Country Supply Association	Fleet	\$ 18,315.51	301609 PO NUM 304411
10/30/2017	808731	Town & Country Supply Association	Airport	\$ 18,499.91	Invoice #303629. QTA Car Rental Fuel
10/30/2017	808731	Town & Country Supply Association	Water	\$ 378.93	NONSTOCKING ITEMS-P.U.D.
10/30/2017	808731	Town & Country Supply Association	Water	\$ 330.76	NONSTOCKING ITEMS-P.U.D.
10/30/2017	808731	Town & Country Supply Association	Fleet	\$ 7,659.39	303470 PO NUM 304411
10/30/2017	808731	Town & Country Supply Association	Water	\$ 355.86	NONSTOCKING ITEMS-P.U.D.
10/30/2017	808732	Tractor & Equipment Co.	Solid Waste	\$ 4,563.62	BLW00177906
10/30/2017	808732	Tractor & Equipment Co.	Solid Waste	\$ 585.61	BLW00177615
10/30/2017	808732	Tractor & Equipment Co.	Solid Waste	\$ 1,102.26	Parts for Landfill equipment
10/30/2017	808732	Tractor & Equipment Co.	Solid Waste	\$ 2,608.12	Parts for Landfill equipment
10/30/2017	808732	Tractor & Equipment Co.	Solid Waste	\$ 1,040.18	BLW00177512

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10/30/2017	808735	Unified Supply & Services	Airport	\$ 4,243.38	Invoice #9326. Rollers for Bag Belt #1
10/30/2017	808739	Vemco Inc	Airport	\$ 3,067.00	Invoice #334286. Kitchen Hood Fan
10/30/2017	808743	Verizon Wireless	Airport	\$ 376.37	Airport
10/30/2017	808743	Verizon Wireless	Public Safety	\$ 273.21	Animal Control
10/30/2017	808743	Verizon Wireless	Public Safety	\$ 200.05	Animal Control MDT
10/30/2017	808743	Verizon Wireless	Police Programs	\$ 477.51	CCSIU Cell/PTT
10/30/2017	808743	Verizon Wireless	General	\$ 40.01	PRPL-Parks PMD Air Card 406-794-6977
10/30/2017	808743	Verizon Wireless	Public Safety	\$ 40.01	Police US Marshall Toughbooks
10/30/2017	808743	Verizon Wireless	Public Safety	\$ 40.05	Police ICAC 406-690-7347
10/30/2017	808743	Verizon Wireless	Public Safety	\$ 80.02	Police iPad St John 406-690-5955 Police iPad
10/30/2017	808743	Verizon Wireless	Public Safety	\$ 40.01	Police MiFi 406-633-0820 406-598-6294
10/30/2017	808743	Verizon Wireless	General	\$ 53.62	Municipal Court Judge
10/30/2017	808743	Verizon Wireless	Transit	\$ 404.55	MET Transit Tablets
10/30/2017	808743	Verizon Wireless	General	\$ 160.86	Muni Court Drug Court
10/30/2017	808743	Verizon Wireless	Public Safety	\$ 85.61	Police 406-670-8780
10/30/2017	808743	Verizon Wireless	Parking	\$ 26.97	Parking 406-690-5822
10/30/2017	808743	Verizon Wireless	Public Safety	\$ 3,745.09	MDT Toughbooks
10/30/2017	808743	Verizon Wireless	General	\$ 40.01	Mayor -Tom Hanel 698-9127
10/30/2017	808743	Verizon Wireless	Library	\$ 160.86	Library
10/30/2017	808743	Verizon Wireless	Library	\$ 53.94	LBRY OTRCH Library Outreach
10/30/2017	808743	Verizon Wireless	Police Programs	\$ 80.02	CCSIU RAVEN
10/30/2017	808743	Verizon Wireless	Public Safety	\$ 1,095.50	Fire Department
10/30/2017	808743	Verizon Wireless	General	\$ 160.86	City Attorney
10/30/2017	808743	Verizon Wireless	Police Programs	\$ 150.50	CCSIU MDT
10/30/2017	808743	Verizon Wireless	Police Programs	\$ 269.72	CCSIU MDT -Aug and Sept charges, previoully
10/30/2017	808743	Verizon Wireless	Wastewater	\$ 390.98	PWBLNP- Wastewater Treatment Plant -Phones
10/30/2017	808743	Verizon Wireless	Airport	\$ (269.72)	Airport -Credit for incorrect account number Aug
10/30/2017	808743	Verizon Wireless	Wastewater	\$ 590.50	PWBLKNP Electricians -Phones
10/30/2017	808743	Verizon Wireless	Water	\$ 1,176.25	PWBELKNAP-WT Water Treatment -Phones
10/30/2017	808743	Verizon Wireless	Solid Waste	\$ 429.30	Solid Waste Tablets -Routware
10/30/2017	808743	Verizon Wireless	Solid Waste	\$ 1,078.28	PW -Solid Waste iPad
10/30/2017	808743	Verizon Wireless	Solid Waste	\$ 160.86	PW-SW-ON CALL Solid Waste On Call
10/30/2017	808743	Verizon Wireless	Solid Waste	\$ 53.62	PW-Solid Waste 406-698-7741
10/30/2017	808743	Verizon Wireless	Street/Traffic Oper	\$ 161.82	PW-Streets City Works
10/30/2017	808743	Verizon Wireless	Street/Traffic Oper	\$ 53.94	PW-Streets 406-647-1377 iPad, 406-633-1991
10/30/2017	808743	Verizon Wireless	Wastewater	\$ 203.82	PW-Distribution Collection Tablets 60/40
10/30/2017	808743	Verizon Wireless	Engineering	\$ 134.85	PW-Engineering
10/30/2017	808743	Verizon Wireless	Wastewater	\$ 86.30	PW-DIS-COLL Cityworks 60/40
10/30/2017	808743	Verizon Wireless	Water	\$ 305.73	PW-Distribution Collection Tablets 60/40
10/30/2017	808743	Verizon Wireless	Water	\$ 154.64	PWBLNP Comm-Meter CityWorks/Neptune
10/30/2017	808743	Verizon Wireless	Water	\$ 129.46	PW-DIS-COLL Cityworks 60/40

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10/30/2017	808743	Verizon Wireless	Wastewater	\$ 16.18	PW Belknap-Air 60/40
10/30/2017	808743	Verizon Wireless	Water	\$ 26.97	PWBLKNP Water Treatment Brian Risser 406-
10/30/2017	808743	Verizon Wireless	Water	\$ 10.79	PW Belknap-Air 60/40
10/30/2017	808743	Verizon Wireless	Water	\$ 323.76	PW Belknap Meter Shop
10/30/2017	808744	Verizon Wireless	Solid Waste	\$ 48.60	PW-Solid Waste
10/30/2017	808744	Verizon Wireless	Engineering	\$ 182.70	PW-Engineering
10/30/2017	808744	Verizon Wireless	Street/Traffic Oper	\$ 352.36	PW-STRT TRFC Streets
10/30/2017	808744	Verizon Wireless	Water	\$ 437.27	PWBELKNAP-DIST COLL
10/30/2017	808744	Verizon Wireless	Solid Waste	\$ 66.44	PW-SW-ON CALL Solid Waste On Call
10/30/2017	808744	Verizon Wireless	Water	\$ 73.05	PWBELKNAP-WT Water Treatment
10/30/2017	808744	Verizon Wireless	Wastewater	\$ 291.51	PWBELKNAP-DIST COLL
10/30/2017	808744	Verizon Wireless	Water	\$ 70.20	PWBLKNP OFFICE
10/30/2017	808744	Verizon Wireless	Water	\$ 444.59	PWBLKNP MTRSHOP
10/30/2017	808744	Verizon Wireless	Wastewater	\$ 46.80	PWBLKNP OFFICE
10/30/2017	808744	Verizon Wireless	Water	\$ 58.50	PWBLKNP STORES
10/30/2017	808744	Verizon Wireless	Wastewater	\$ 19.50	PWBLKNP STORES
10/30/2017	808744	Verizon Wireless	Wastewater	\$ 479.37	PWBLNP-WWTRMNT1 Wastewater Treatment
10/30/2017	808744	Verizon Wireless	Telephone System	\$ 23.05	TeleComm Manager
10/30/2017	808744	Verizon Wireless	Transit	\$ 39.80	Trans-On Call MET
10/30/2017	808744	Verizon Wireless	Transit	\$ 13.26	Transit MET
10/30/2017	808744	Verizon Wireless	Wastewater	\$ 111.74	PWBLNP-ENVIRONMENTAL 406-698-1590 406-
10/30/2017	808744	Verizon Wireless	General	\$ 225.76	PRPL Rec Seasonal
10/30/2017	808744	Verizon Wireless	General	\$ 97.59	PRPL-Parks Seasonal
10/30/2017	808744	Verizon Wireless	General	\$ 249.99	Steve Riley -Parks upgrade phone
10/30/2017	808744	Verizon Wireless	Facilities Mngmt	\$ 59.74	Facilities City Hall Plus 30% of 406-672-3027
10/30/2017	808744	Verizon Wireless	Information Resources	\$ 13.26	ITD
10/30/2017	808744	Verizon Wireless	Library	\$ 13.26	LBRY OTRCH Library Outreach
10/30/2017	808744	Verizon Wireless	Public Safety	\$ 23.03	Fire Department
10/30/2017	808744	Verizon Wireless	Library	\$ 163.61	Library
10/30/2017	808744	Verizon Wireless	General	\$ 44.27	Mayor
10/30/2017	808744	Verizon Wireless	Fleet	\$ 58.37	Motor Pool
10/30/2017	808744	Verizon Wireless	General	\$ 23.03	Municipal Court Judge
10/30/2017	808744	Verizon Wireless	Police Programs	\$ 28.22	Police-Dom Viol 406-698-1391
10/30/2017	808744	Verizon Wireless	Parking	\$ 109.06	PRKING Enforcement (Parking)
10/30/2017	808744	Verizon Wireless	Police Programs	\$ 141.38	Police Forensic 406-794-6880 406-698-7323
10/30/2017	808744	Verizon Wireless	Public Safety	\$ 3,471.25	Police
10/30/2017	808744	Verizon Wireless	Public Safety	\$ 676.17	Police Resource Officers
10/30/2017	808744	Verizon Wireless	General	\$ 79.65	PRPL-Cemetery
10/30/2017	808744	Verizon Wireless	General	\$ 284.59	PRPL - Recreation Division
10/30/2017	808744	Verizon Wireless	General	\$ 173.68	PRPL - Director Admin
10/30/2017	808744	Verizon Wireless	General	\$ 38.76	PRPL-PARK SHOPS

Check Date	Check	Name	Fund Name	Amount	Item Desc
10/30/2017	808744	Verizon Wireless	P.W. Admin	\$ 58.95	Public Works Admin
10/30/2017	808744	Verizon Wireless	General	\$ 720.86	PRPL-PARKS
10/30/2017	808744	Verizon Wireless	Facilities Mngmt	\$ 71.10	Facilites BOC Plus 70% of 406-672-3027
10/30/2017	808744	Verizon Wireless	Public Safety	\$ 39.12	Comm Center 911
10/30/2017	808744	Verizon Wireless	Police Programs	\$ 69.91	CCSIU
10/30/2017	808744	Verizon Wireless	Airport	\$ 114.87	Airport
10/30/2017	808751	Western Municipal Construction Inc	Wastewater	\$ 54,880.00	160 LF of 42 Inch Steel Pipe for WO1808
10/30/2017	808751	Western Municipal Construction Inc	Wastewater	\$ 327,584.95	WO1701 Sch 2C Western Municipal
10/30/2017	808753	Western Systems Inc	Street/Traffic Oper	\$ 35.45	freight correction
10/30/2017	808753	Western Systems Inc	Street/Traffic Oper	\$ 4,604.20	Solar engine rrfb, mounting post, lightbar,
10/30/2017	808756	Yellowstone County Sheriffs Office	Police Programs	\$ 11,335.00	Reimbursement for 2016 JAG expenses.
10/30/2017	808759	Yellowstone Structural Systems LLC	Wastewater	\$ 9,053.80	WO 17-21 Belknap Service Center Crack Repair
10/30/2017	808759	Yellowstone Structural Systems LLC	Water	\$ 13,580.71	WO 17-21 Belknap Service Center Crack Repair

**Regular City Council Meeting**

**Meeting Date:** 11/27/2017

**TITLE:** Payment of Claims November 6, 2017

**PRESENTED BY:** Andy Zoeller

**Department:** City Hall Administration

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$773,267.35 have been audited and are presented for City Council payment approval. A complete listing of the claims dated November 6, 2017, are available in the Finance Department.

**ALTERNATIVES ANALYZED**

No other alternatives were analyzed.

**FINANCIAL IMPACT**

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

**RECOMMENDATION**

Staff recommends that Council approve the Payment of Claims.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

councilmemo\_11.6.2017

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Check Date	Check #	Name	Fund Name	Amount	Item Desc
11/06/2017	808776	Beartooth Environmental, Inc.	Solid Waste	\$ 3,684.71	Hazardous waste removal
11/06/2017	808777	Beartooth Resource Conservation & Development Area	Tax Increment South	\$ 2,500.00	Sports Feasibility Study TIF incentive,
11/06/2017	808784	Billings Kubota	Solid Waste	\$ 5,250.00	20215
11/06/2017	808786	Bison Motor Company	Public Safety	\$ 31,090.50	This is an order per attached quote.
11/06/2017	808798	Century Link	Transit	\$ 50.67	406-245-1789 Transit STS
11/06/2017	808798	Century Link	Solid Waste	\$ 116.29	406-245-9820 Solid Waste Landfil
11/06/2017	808798	Century Link	Airport	\$ 36.73	406-245-1044 Airport Terminal Power
11/06/2017	808798	Century Link	Solid Waste	\$ 62.50	406-245-7193 Solid Waste Landfill
11/06/2017	808798	Century Link	Street/Traffic Oper	\$ 36.73	406-245-9906 PW Traffic Signal 4th 27
11/06/2017	808798	Century Link	Transit	\$ 50.67	406-254-7038 MET Transit
11/06/2017	808798	Century Link	EOC 911	\$ 7,310.58	406-255-9700 E911
11/06/2017	808798	Century Link	Public Safety	\$ 49.27	406-655-0728 Fire Maintenance Shop
11/06/2017	808798	Century Link	Telephone System	\$ 82.10	406-248-9124 Met Measured Lines 406-
11/06/2017	808798	Century Link	Telephone System	\$ 75.54	406-248-3329 Airport Measured Lines
11/06/2017	808798	Century Link	Public Safety	\$ 36.79	406-245-6600 Crime Prevention Alarm
11/06/2017	808798	Century Link	Parking	\$ 36.73	406-657-3054 Park 1 Elevator Phone
11/06/2017	808798	Century Link	EOC 911	\$ 0.50	406-255-9702 E911 Backup Line 4 Call
11/06/2017	808798	Century Link	Library	\$ 170.78	406-245-1579 Library 6 lines (4) Library
11/06/2017	808798	Century Link	Telephone System	\$ 56.93	406-245-1579 Library 6 lines (4) Library
11/06/2017	808798	Century Link	Public Safety	\$ 37.77	406-245-1743 Fire Elevator
11/06/2017	808798	Century Link	Information Resources	\$ 37.39	406-245-4437 Kenco Security Alarm
11/06/2017	808801	Civicplus	Library	\$ 3,333.75	Invoice 167275
11/06/2017	808804	Cop Construction Co	Storm Sewer	\$ 12,597.23	WO 16-10 14th ST W Storm Replce -
11/06/2017	808807	Creative Monograms	Public Safety	\$ 2,718.64	Promotional items.
11/06/2017	808807	Creative Monograms	Police Programs	\$ 41.36	JAG Grant.
11/06/2017	808808	Cummins Rocky Mountain LLC	Water	\$ 6,880.80	High Service generator
11/06/2017	808837	Hydrotech	Water	\$ 2,500.00	Temp water for Rodeway Inn & Animal
11/06/2017	808838	I-State Truck, Inc.	Street/Traffic Oper	\$ 147.56	C251230089.01
11/06/2017	808838	I-State Truck, Inc.	Street/Traffic Oper	\$ 146.23	C251231048.01
11/06/2017	808838	I-State Truck, Inc.	Street/Traffic Oper	\$ 256.12	C251231115.01
11/06/2017	808838	I-State Truck, Inc.	Street/Traffic Oper	\$ 72.80	C251231048.01
11/06/2017	808838	I-State Truck, Inc.	Street/Traffic Oper	\$ (2,128.10)	C251231116.01
11/06/2017	808838	I-State Truck, Inc.	Street/Traffic Oper	\$ 17,263.07	C251230089.01
11/06/2017	808838	I-State Truck, Inc.	Street/Traffic Oper	\$ 112.28	C251230957.01
11/06/2017	808853	Kaiser	Public Safety	\$ 2,752.50	75% reimbursement for spring summer
11/06/2017	808860	Langlas & Associates Inc	Tax Increment South	\$ 20,974.00	Boys & Girls Club TIF Incentive, Gary
11/06/2017	808867	Mahoney & Associates Consulting LLC	General	\$ 3,399.00	FY17-Field - Cost Allocation Plan
11/06/2017	808868	Mailing Technical Services	Library	\$ 1,129.67	Mail service
11/06/2017	808868	Mailing Technical Services	Central Services	\$ 3,937.45	Postage Fund (weekly bills)
11/06/2017	808868	Mailing Technical Services	General	\$ 770.60	Senior newsletter mailing

Check Date	Check #	Name	Fund Name	Amount	Item Desc
11/06/2017	808881	Moulton Bellingham PC	General	\$ 3,712.50	Terry Houser Water and Wastewater
11/06/2017	808881	Moulton Bellingham PC	General	\$ 3,123.50	Good Stuff Zoning Violations
11/06/2017	808881	Moulton Bellingham PC	General	\$ 2,565.50	Ernie Watters et al v. COB
11/06/2017	808881	Moulton Bellingham PC	General	\$ 1,485.00	Abromeit et al v. COB
11/06/2017	808882	MT Waterworks	Water	\$ 365.38	NONSTOCKING ITEMS-P.U.D.
11/06/2017	808882	MT Waterworks	Water	\$ 2,164.80	SYSTEMS PO NUM 304378
11/06/2017	808882	MT Waterworks	Water	\$ 336.00	WATER PARTS AND SUPPLIES PO
11/06/2017	808882	MT Waterworks	Water	\$ 404.40	SYSTEMS PO NUM 304426
11/06/2017	808882	MT Waterworks	Water	\$ 183.24	WATER PARTS AND SUPPLIES PO
11/06/2017	808888	NorthWestern Energy	Public Safety	\$ 527.48	0712537-0
11/06/2017	808888	NorthWestern Energy	Water	\$ 6,773.14	0100540-4
11/06/2017	808888	NorthWestern Energy	General	\$ 60.19	0712539-6
11/06/2017	808888	NorthWestern Energy	General	\$ 102.43	0712683-2
11/06/2017	808888	NorthWestern Energy	Library	\$ 6,278.62	Electric usage
11/06/2017	808888	NorthWestern Energy	Public Safety	\$ 364.44	0100477-9: FIRE 6 MONTHLY
11/06/2017	808888	NorthWestern Energy	Water	\$ 2,004.97	0100478-7
11/06/2017	808888	NorthWestern Energy	General	\$ 27.29	1635289-0
11/06/2017	808888	NorthWestern Energy	Street/Traffic Oper	\$ 6.83	2047000-1
11/06/2017	808888	NorthWestern Energy	Wastewater	\$ 1,584.24	2132749-9
11/06/2017	808888	NorthWestern Energy	General	\$ 40.61	3020837-5
11/06/2017	808888	NorthWestern Energy	Parking	\$ 61.69	3463478-2
11/06/2017	808888	NorthWestern Energy	General	\$ 54.03	1160780-1
11/06/2017	808888	NorthWestern Energy	General	\$ 50.30	1141284-8
11/06/2017	808888	NorthWestern Energy	Radio	\$ 148.63	1006915-1
11/06/2017	808888	NorthWestern Energy	General	\$ 5.85	0920801-8
11/06/2017	808888	NorthWestern Energy	General	\$ 5.85	0831702-6
11/06/2017	808888	NorthWestern Energy	Wastewater	\$ 470.98	0723878-5
11/06/2017	808888	NorthWestern Energy	Wastewater	\$ 71.60	0723383-6
11/06/2017	808888	NorthWestern Energy	Water	\$ 3,043.64	0722270-6
11/06/2017	808888	NorthWestern Energy	Water	\$ 9.45	0722249-0
11/06/2017	808888	NorthWestern Energy	Public Safety	\$ 416.69	0720840-8
11/06/2017	808888	NorthWestern Energy	Transit	\$ 24.05	0712764-0
11/06/2017	808889	Old Chamber Development Co LLC	Police Programs	\$ 2,970.00	July - December, 2017 parking.
11/06/2017	808891	Paddock Heating & Cooling	Public Safety	\$ 3,850.00	1303: FIRE2 REPLD THERMOSTAT
11/06/2017	808894	Petty Cash CCSIU	Police Programs	\$ 3,996.00	CCSIU Petty Cash reimbursement.
11/06/2017	808911	Sean Johnson	Gas Tax	\$ 3,576.29	Refund for Overcharge for SID 2909
11/06/2017	808914	Solid Waste Systems Inc	Solid Waste	\$ 16.15	99787
11/06/2017	808914	Solid Waste Systems Inc	Fleet	\$ 272.45	99890 PO NUM 304471
11/06/2017	808914	Solid Waste Systems Inc	Solid Waste	\$ 533.55	99999
11/06/2017	808914	Solid Waste Systems Inc	Fleet	\$ 830.04	99777 PO NUM 304471

Check Date	Check #	Name	Fund Name	Amount	Item Desc
11/06/2017	808914	Solid Waste Systems Inc	Solid Waste	\$ 377.06	99780
11/06/2017	808914	Solid Waste Systems Inc	Solid Waste	\$ 481.37	99787
11/06/2017	808914	Solid Waste Systems Inc	Solid Waste	\$ 2,982.39	99916
11/06/2017	808918	Stewart Title Company	CDBG	\$ 10,000.00	FTHB Terra Schilling 1204 Lynn
11/06/2017	808923	The Continuing Challenge	Fire Grants	\$ 2,800.00	2017 STUDENT REGISTRATION:
11/06/2017	808924	Thomas P. Miller and Associates LLC	Tax Increment N 27th	\$ 33,508.28	TIF Funding for updated downtown
11/06/2017	808927	Town & Country Supply Association	Public Safety	\$ 517.78	303552 FIRE6: DIESEL DELIVERED
11/06/2017	808927	Town & Country Supply Association	Public Safety	\$ 728.26	303555 FIRE5: DIESEL DELIVERED
11/06/2017	808927	Town & Country Supply Association	Public Safety	\$ 1,147.12	303553:FIRE 1 DIESEL DELIVERED
11/06/2017	808927	Town & Country Supply Association	Public Safety	\$ 420.96	303554:FIRE3 DIESEL DELIVERED
11/06/2017	808927	Town & Country Supply Association	Fleet	\$ 20,731.15	301621 PO NUM 304482
11/06/2017	808927	Town & Country Supply Association	Fleet	\$ 17,370.96	303410 PO NUM 304478
11/06/2017	808927	Town & Country Supply Association	Public Safety	\$ 530.33	303553: FIRE1 UNLEADED
11/06/2017	808927	Town & Country Supply Association	Transit	\$ 4,345.34	BUS MET PO NUM 304476
11/06/2017	808927	Town & Country Supply Association	Public Safety	\$ (0.02)	303553: DECIMAL PT CORRECTION
11/06/2017	808927	Town & Country Supply Association	Transit	\$ 13,018.62	BUS MET PO NUM 304476
11/06/2017	808928	Tractor & Equipment Co.	General	\$ 127.28	BLCS0660309
11/06/2017	808928	Tractor & Equipment Co.	General	\$ (80.64)	BLCR0084108
11/06/2017	808928	Tractor & Equipment Co.	General	\$ 80.64	BLCS0660309
11/06/2017	808928	Tractor & Equipment Co.	Solid Waste	\$ 1,186.54	Parts for Landfill equipment
11/06/2017	808928	Tractor & Equipment Co.	Solid Waste	\$ 369,759.00	Rebuild Landfill Scraper Unit 0243
11/06/2017	808931	Tyler Technologies Inc	Police Programs	\$ (1,125.00)	Credit -Third Party Hardware AVL
11/06/2017	808931	Tyler Technologies Inc	Police Programs	\$ 5,861.26	New World Mobile -QTY. 15
11/06/2017	808940	Yellowstone County Sheriffs Office	Police Programs	\$ 5,906.89	Overtime.
11/06/2017	808940	Yellowstone County Sheriffs Office	Police Programs	\$ 8,767.00	Reimbursement of PE/PI (purchase of
11/06/2017	808943	Zeier Consulting LLC	Tax Increment South	\$ 38,495.30	FY18 2nd Qtr Consulting Services

**Regular City Council Meeting**

**Meeting Date:** 11/27/2017  
**TITLE:** Special Review 958 - Public Hearing  
**PRESENTED BY:** Nicole Cromwell  
**Department:** Planning & Community Services  
**Presentation:** Yes

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**PROBLEM/ISSUE STATEMENT**

This is a special review request to allow the location of an all-beverage liquor license with gaming in a Community Commercial (CC) zone in a 5,000 square foot portion of a proposed new multi-tenant building on Lot 2, Block 1, MK Subdivision, a 2.113 acre parcel of land. The Zoning Commission is recommending conditional approval on a 5-0 vote.

**ALTERNATIVES ANALYZED**

City Council may:

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

**APPLICATION DATA**

OWNER: Karls Property, LLC  
AGENT: Roger Beeter; Richard Wrobel; Terra Pierce  
LEGAL DESCRIPTION: Lot 2, Block 1 MK Subdivision  
ADDRESS: none assigned  
CURRENT ZONING: Community Commercial (CC)  
EXISTING LAND USE: Vacant commercial land  
PROPOSED USE: Multi-tenant building with a maximum of 5,000 square feet for an all-beverage license with gaming (The Den)  
SIZE OF PARCEL: 2.113 acres

The Planning Division reviewed the application and recommended conditional approval to the Zoning Commission. The Zoning Commission concurred with the recommendation. Before a recommendation of approval or conditional approval can be made, each special review request must demonstrate conformance with three primary criteria: 1) The application complies with all parts of the Unified Zoning Regulations, 2) The application is consistent with the objectives and purposes of the Unified Zoning Regulations and the 2016 Growth Policy, and 3) the application is compatible with surrounding land uses and is otherwise screened and separated from adjacent land to minimize adverse impacts.

This application conforms to the first criteria in so far that the zoning regulations adopted by the City Council have designated that any on-premise liquor license in a CC zone may apply for a special review. The proposed site plan meets all the requirements of the zoning regulations for

setbacks, building height, clear vision areas and lot coverage. The landscaping plan is not yet complete and compliance with the landscaping requirements will be assured at the time of the building permit review. At least 10 canopy or evergreen trees will be required for the proposed number of parking spaces and landscape islands may be required to break up the long rows of parking spaces shown on the site plan. The proposed location of the solid waste enclosure may also need to be adjusted based on the Solid Waste Division's maneuvering requirements. Any solid waste collection area will be fully screened from public view including closing gates.

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

**Essential Investments:**

- Infill development and development near existing City infrastructure may be the most cost effective.

The development of a vacant parcel in this growing neighborhood in Billings West End will be a cost effective project where City infrastructure and some services already exist.

**Strong Neighborhoods:**

- Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, good will and social interaction.

This development will be the first neighborhood services within walking distance (1/2 mile) for 6 established residential neighborhoods and within short driving distance (3 miles) of many more West End neighborhoods. The proposed Den location will be only 1 of the tenants in this new building. Complimentary businesses include a small restaurant with a potential drive through service window, small retailers and service providers.

**Prosperity:**

- Successful businesses that provide local jobs benefit the community. Retaining and supporting existing businesses helps sustain a healthy economy.

This development will allow an existing Billings business to continue to grow and provide local jobs. This development will help support and sustain the tax base for Billings.

The application also meets the third criteria in that it is compatible with surrounding land uses in the area. This site is in a developing area of Billings, with good access to transportation choices, schools and open space. The area is currently lacking any essential everyday services for residents such as restaurants, coffee shops, retail shopping, groceries, convenience shopping and services. There are minimal impacts from the proposed use that need to be mitigated. The conditions recommended with the special review should mitigate impacts on the site and the surrounding properties.

**PROPOSED CONDITIONS:**

1. The special review approval is limited to 1 tenant space not to exceed 5,000 square feet in a proposed new multi-tenant building on Lot 2, Block 1, of MK Subdivision. The special review approval is for an all beverage license with gaming within the 5,000 square foot tenant space. No other use is intended or implied by this approval.

2. The development and placement of the building, paved parking lot, landscaping, access and general site layout will be in general conformance with the submitted plans dated September 29, 2017. Compliance with Engineering Division requirements for off-street parking lots and solid waste storage will be required. Compliance with other commercial site development standards such as landscaping, storm water management, and building codes will be reviewed at the time of building permit submittal.
3. There will be no construction activity before 7 am or after 8 pm daily.
4. The parking lot and any outdoor seating space will not be used for live, amplified entertainment or music at any time whether on a permanent or temporary basis.
5. Parking lot lighting shall consist of fully-shielded lights so no part of the lens or light projects below the shielding. The maximum height of any pole standard is 20 feet.
6. No fascia of the building may have internal illumination.
7. These conditions of special review approval shall run with the land described in this authorization and shall apply to all current and subsequent owners, operators, managers, lease holders, heirs and assigns.
8. The proposed development shall comply with all other limitations of Section 27-613 of the Unified Zoning Regulations concerning special review uses, and all other City of Billings regulations and ordinances that apply.

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

## **FINANCIAL IMPACT**

Any site improvements will adjust the taxable value and property tax revenue from the property will increase. Once a building and site improvements are in place, the City will adjust its zoning and parcel area based annual assessments such as arterial construction, storm water management and street maintenance. The current fees are assessed at a "vacant" rate. Increasing the accessibility to services for neighboring residential development should help sustain and stabilize these areas.

## **BACKGROUND**

This is a special review request to locate an all-beverage liquor license in a proposed 5,000 square foot tenant space in a new multi-tenant building just west of the intersection of 54th Street West and Grand Avenue on Lot 2, Block 1 of MK Subdivision. The property does not have an assigned address at this time, but will have its primary access off an internal street named Chy Way. This intersection was recently improved to include a traffic signal and safer pedestrian facilities. The project was completed this year in time for the opening of the new Ben Steele Middle School at 56th Street West and Grand Avenue. While the school is close by, it is not within 600 feet of the subject property. The Vineyard Church, also located at the intersection 56th Street West and Grand Avenue, is also more than 600 feet from the subject property.

In 2007, the subject property and all of the lots in MK Subdivision were submitted for annexation, a minor subdivision and a zone change from Agriculture Open-space (A-1) to CC and Neighborhood Commercial (NC) zoning. Originally, only Lot 1 (east of the subject property) was zoned CC. In 2014, the owners of Lot 2 submitted a request to re-zone from NC to CC so additional uses could be allowed such as on-premise alcohol service, personal storage

warehousing, auto sales and similar more intense commercial uses. In 2005, the Bishop Fox Subdivision, east across 54th St West was annexed, subdivided and a zone change approved for CC zoning for an 8.2-acre parcel at the intersection. In addition, a 1-acre parcel was zoned Public (P) so Fire Station #7 could be developed. Property to the north, Cottonwood Grove Subdivision, was annexed, subdivided and zoning of R-70 was approved in 2004. Vintage Estates, directly south across Grand Avenue, was annexed in 2005 and assigned the "default" zoning of R-96. In 2014, Daybreak Subdivision, south and west across Grand Avenue was annexed and zoned R-60 in 2014.

Earlier this year the City approved the location of a new drive-through pharmacy for the proposed Albertson's grocery store on the east side of the intersection of 54th Street West and Grand Avenue. In 2016, the City approved the location of a new LDS church and stake house on the west side of 54th Street West farther north of this intersection and closer to the intersection of 54th Street West and Rimrock Road. Mont Vista, a new residential subdivision at the southeast corner of 54th Street West and Rimrock Road, is building out on the east side of 54th Street West near the LDS stake house. The Grand Peaks Subdivision, east of 54th Street West and the Daybreak Subdivision south of Grand Avenue, are also building out. Vintage Estates Subdivision south of Grand Avenue is about one-half complete. The demand for everyday neighborhood services such as coffee shops, small restaurants, day care, convenience shopping, pharmacies and similar services is growing. The West Billings Neighborhood Plan anticipated the need for these services and mapped where these should be located - primarily at the intersections of arterial streets. The zone changes and special review uses approved in this area were all completed in conformance with the adopted West Billings Plan.

Grand Avenue and 54th Street West are both arterial streets and carry many traffic trips every day. Grand Avenue will see significant increases in future traffic counts due to the opening of the new middle school. Existing traffic on Grand is about 11,000 vehicle trips per day. The latest traffic count number available for 54th Street West is in 2013 when about 2,300 vehicle trips were counted. It is likely a much higher trip count now due to the addition of new homes in Mont Vista, the completion of new phases in the Grand Peaks Subdivision, and the opening of the new LDS stake house.

The applicants are proposing to move their existing all beverage license and business from its current location at 1595 Grand Avenue. The Den has existed at the West Park Promenade for 5 decades. In 1986, the Den received its first special review approval at this location because remodeling work required the business to move to a new location in the plaza. Prior to 1986, the Den was in operation at this location, but no special review approval was required. The City requires a special review any time an existing or new on-premise liquor license is re-located within the city limits. The City does not control the number of on-premise liquor license that may be issued by the state. The City can specify appropriate zoning districts, separation requirements and provide for conditions of approval to mitigate any potential negative effects of the location on an on-premise liquor license.

## **STAKEHOLDERS**

The Zoning Commission conducted a public hearing on November 8, 2017, and received the staff recommendation and testimony from the agent, Terra Pierce. There was no other testimony from the public or surrounding property owners.

The Zoning Commission closed the hearing and a motion was made by Michael Larson to recommend conditional approval and adoption of the findings of the 3 criteria for Special Review

958. The motion was seconded by Dennis Ulvestad and the Commission voted 5 in favor and none opposed to the motion.

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

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

## **RECOMMENDATION**

The Zoning Commission recommends conditional approval and adoption of the findings of the 3 criteria for Special Review 958 on a 5 to 0 vote with the following conditions:

1. The special review approval is limited to 1 tenant space not to exceed 5,000 square feet in a proposed new multi-tenant building on Lot 2, Block 1, of MK Subdivision. The special review approval is for an all beverage license with gaming within the 5,000 square foot tenant space. No other use is intended or implied by this approval.
2. The development and placement of the building, paved parking lot, landscaping, access and general site layout will be in general conformance with the submitted plans dated September 29, 2017. Compliance with Engineering Division requirements for off-street parking lots and solid waste storage will be required. Compliance with other commercial site development standards such as landscaping, storm water management, and building codes will be reviewed at the time of building permit submittal.
3. There will be no construction activity before 7 am or after 8 pm daily.
4. The parking lot and any outdoor seating space will not be used for live, amplified entertainment or music at any time whether on a permanent or temporary basis.
5. Parking lot lighting shall consist of fully-shielded lights so no part of the lens or light projects below the shielding. The maximum height of any pole standard is 20 feet.
6. No fascia of the building may have internal illumination.
7. These conditions of special review approval shall run with the land described in this authorization and shall apply to all current and subsequent owners, operators, managers, lease holders, heirs and assigns.
8. The proposed development shall comply with all other limitations of Section 27-613 of the Unified Zoning Regulations concerning special review uses, and all other City of Billings regulations and ordinances that apply.

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

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Zoning Map and Site Photos  
Application and Site Plan

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Subject property from Grand Avenue – view north and east



View east along Grand – new traffic signal



View south across Grand Avenue



View west along Grand Avenue

Application and Site Plans  
Special Review #958 – 54<sup>th</sup> St W and Grand Avenue

This proposal is consistent with the adopted growth policy in that it will provide services to several thousand house holds on the west end of Billings. The west end, specifically west of Shilo, has grown considerably the last several years. Residential has been the primary growth. However, with the increase in residential homes there have been no retail or commercial services included to support the needs of the households.

There is need for several services in the area, including but not limited to gas, convenience store, salon, health and fitness, and food and beverage. The average distance to the nearest service is 3.5 miles. With the increase of households, the middle school and churches in the area all services will be a great addition to the area.

The public interest will be served in that we are giving them necessary services closer to home. In today's busy lifestyle, the public demands services and products close to home. We are located inside the Billings city limits and have every right to provide commercial services to the homes in the surrounding areas.

Our project specifically, will provide a 17-18,0000 sq. ft. building that would be the home of the The Den, a family owned existing business for over 50 years in Billings. The Den would occupy about 4-5000 sq. ft and remainder would be leased out to other potential businesses. We will target businesses that are needed in the area. Food, pet grooming, hair and nail salon ect. The reason we are requesting special review is that The Den, currently has an all beverage liquor license with gaming. In order to relocate The Den the property would have to be approved for consumption of alcohol and gaming. We would also be serving food in The Den which has never been the case before. We would cater to families that want to come in a have a meal, and also become a neighborhood lounge where people could gather together for an adult beverage and watch all different sporting events.

If approved, Rich Wrobel and Terra Pierce will be the owners and developers of the property. The Den would be the only full beverage license with gaming allowed on the property. No other tenants will be allowed to sell, consume or distribute alcohol, beer or wine on the property.

*Richard P Wrobel* 9-28-2017  
*Terra Pierce* 9/28/2017

# MK SUB BLOCK 1 LOT 2

**A-LINE**  
 DRAFTING AND DESIGN  
 JEFF WOLLSCHLAGER  
 (406) 321-2280  
 725 GRAND AVE.  
 BILLINGS MT, 59101

GRAND AVE

BILLINGS

MONTANA

**OWNER**

TBD

**INDEX OF DRAWINGS**

T1.0 TITLE/ SITE PLAN

**ADOPTED CODES**

INTERNATIONAL BUILDING CODE, 2012 EDITION  
 INTERNATIONAL ENERGY CONSERVATION CODE, 2012 EDITION  
 INTERNATIONAL FUEL GAS CODE, 2012 EDITION  
 INTERNATIONAL MECHANICAL CODE, 2012 EDITION  
 INTERNATIONAL RESIDENTIAL CODE, 2012 EDITION  
 NATIONAL ELECTRICAL CODE, 2014 EDITION  
 UNIFORM PLUMBING CODE, 2012 EDITION

**SITE INFO**

PROPERTY ADDRESS: GRAND AVE  
 TOWNSHIP: 01 N RANGE: 25 E SECTION: 31  
 SUBDIVISION: MK SUB BLOCK 1 LOT: 2  
 FULL LEGAL: MK SUB, S31, T01 N, R25 E, BLOCK 1, LOT 2, (08) ANNEX - 07-18533 (08)  
 Lot Size: 2.113 Acres  
 ZONING: COMMUNITY COMMERCIAL  
 SETBACKS: 20' FRONT, 10' STREET ADJACENT  
 50% ALLOWED LOT COVERAGE

**GENERAL NOTES**

-PROPOSED STRUCTURE TO MEET ALL ZONING AND CODE REQUIREMENTS



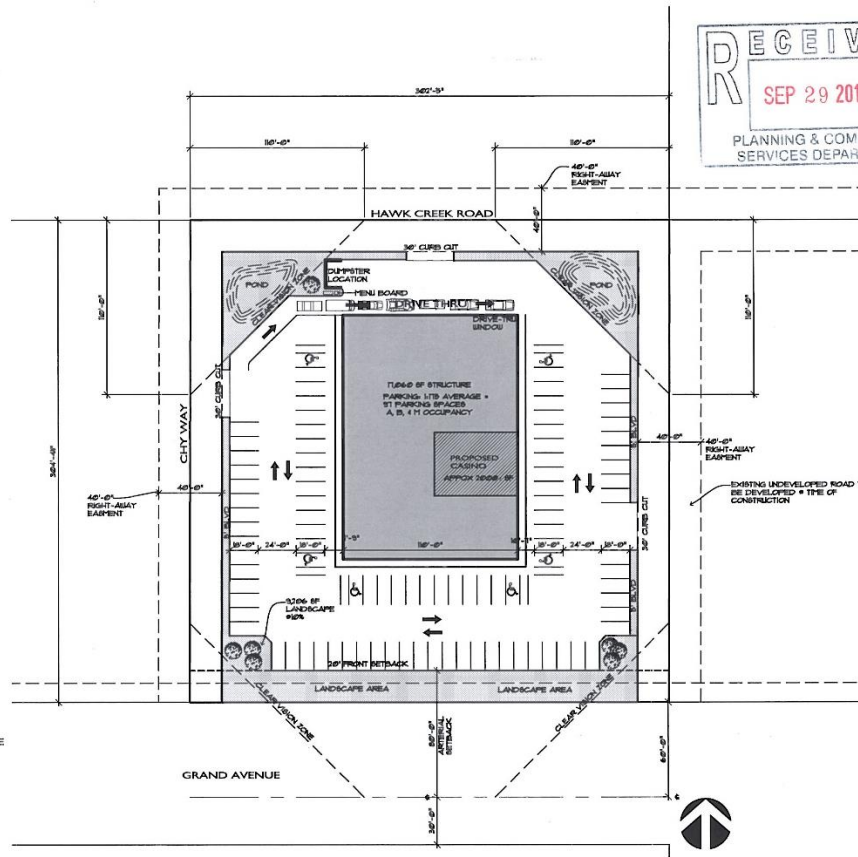
INSPIRATION IMAGE

NTS



VICINITY MAP

600 FEET PERIMETER FROM SUBJECT PROPERTY (no schools/ church's)  
 NTS



**1 SITE PLAN**  
 T1.0 SCALE: 1/32"=1'-0"

S.I.O SITE PLAN	
SHEET	
1	X

**Regular City Council Meeting**

**Meeting Date:** 11/27/2017  
**TITLE:** Special Review 959 - Public Hearing  
**PRESENTED BY:** Monica Plecker  
**Department:** Planning & Community Services  
**Presentation:** Yes

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**PROBLEM/ISSUE STATEMENT**

A special review request to allow the location of two drive through services in a Community Commercial (CC) zone across an alley from a Residential zone and to allow the location of a new public parking lot in a Residential 7,000 (R-70) zone on Lot 3, Block 5, Sunnyside Subdivision, 1st Filing (CC zone - 40,732 square feet); South 100 feet of Lot 4, Block 5, Sunnyside Subdivision, 1st Filing (R-70 zone – 14,000 square feet); and the North 50 feet of the south half of Lot 4, Block 5 Sunnyside Subdivision, 1st Filing (R-70 zone – 7,000 square feet). Tax IDs: A16341; A16345 & A16346.

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

**ALTERNATIVES ANALYZED**

City Council may:

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

**APPLICATION DATA**

OWNER: Hillcrest, Inc.  
AGENT: Dennis Randall, Sanderson Stewart  
LEGAL DESCRIPTION: Lot 3, Block 5, Sunnyside Sub. 1st ; South 100' of Lot 4, Block 5, Sunnyside Sub. 1st; North 50' of S.1/2; Lot 4, Block 5 Sunnyside Sub. 1st.  
ADDRESS: 1025 North 27th Street, 2601 10th Ave. N., 1010 North 26th Street  
CURRENT ZONING: CC, R-70  
EXISTING LAND USE: Hotel, Residential multi family  
PROPOSED USE: Bank and Restaurant  
SIZE OF PARCEL: 40,732; 14,000;7,000

The Planning staff has reviewed the proposed location of two drive through services across an alley from a residential zone and to allow the location of a new public parking lot and is recommending conditional approval. Before a recommendation of approval or conditional

approval can be made, each special review request must demonstrate conformance with three primary criteria: 1) The application complies with all parts of the Unified Zoning Regulations, 2) The application is consistent with the objectives and purposes of the Unified Zoning Regulations and the 2016 Growth Policy, and 3) the application is compatible with surrounding land uses and is otherwise screened and separated from adjacent land to minimize adverse impacts.

This application conforms to the first criteria in so far that the zoning regulations adopted by the City Council have designated all CC zoning districts can have a drive through service adjacent to a residential zone and R-70 zoning districts can be used for public parking as long as they go through the special review process. There are requirements for landscaping and screening from the residential uses next to commercial uses within the zoning regulations.

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

- **Essential Investments:** Neighborhoods that are safe and attractive and provide essential services are much desired. Redevelopment of existing property will provide additional services to the residents as well as provide services to adjacent medical corridor.

The proposed special review will provide services to benefit the residents of the neighborhood and serve the adjacent hospital patients, visitors and staff.

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

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

The application also meets the third criteria in that it is compatible with surrounding land uses in the area. This site is in an area of Billings, with residential zoning and commercial zoning as well as the medical corridor to the west. The uses to the north and south are commercial and properties to the east that are residential. There are minimal impacts from the proposed use that need to be mitigated. The conditions recommended with the special review should mitigate impacts on the site and the surrounding properties.

## **FINANCIAL IMPACT**

If the special review is approved a small amount of value will be added to the City's tax base. If the special review is not approved, the property may remain as it is and not increase any taxable value.

## **BACKGROUND**

Planning Staff has reviewed this application and found two other special reviews approved in this subdivision; one for a drive through restaurant and one for an all beverage liquor license (both conditionally approved). During staff review Montana Department of Transportation (MDT), had some concerns and comments from MDT District Traffic Division: 1) An approach permit from the State will be necessary for the new northern approach, 2) An approach permit will be needed for the existing south approach only if it is to be relocated or rebuilt to a new configuration. 3) The existing north approach can be removed, and curbing restored without a permit. 4) Boulevard sidewalk is preferred over existing curb sidewalk. 5) The sidewalk at 10th and 27th is not ADA compliant. It will need to be upgraded if the sidewalk adjacent is to be replaced. MDT would require a meeting with the contractor to discuss these changes and would be inspecting the work within the right of way. 6) If the luminaire is to be moved, MDT

must be contacted to coordinate. Proposed conditions 5, 6 and 9 are recommended to address these comments.

## **STAKEHOLDERS**

The Zoning Commission conducted a public hearing on November 8, 2017, and received the staff report and recommendation as well as testimony from the applicant's agent, Dennis Randall of Sanderson Stewart. Staff reviewed the application and added that in communication with the applicants agent had some recommended changes to the conditions 6 and 7. Mr. Randal concurred with staffs recommendation and agreed to the changes in conditions. The Commissioners questioned if there had been consideration for pedestrian crosswalk on 10th Avenue North. Mr. Randal said they had a traffic study done to submit with this project and did not know of plans to put a pedestrian crosswalk at that location. The Commissioners asked for clarification of the public parking lot use. Nicole Cromwell clarified "public parking lot" was used to identify the use of the property, and that any parking area in a residential zone requires a special review approval.

Mr. Randal testified the application was fairly straight forward and the designers were sensitive to the adjacent residences by providing the required screening wide buffer yards with trees, shrubs and grass. David Mitchel, representing the applicant, said the parking area would be used for the occupants of the bank. Commissioners questioned if they had considered the after hours use would likely be parking for the stadium. Mr. Mitchel said they had not started any negotiations with the ball park, as they were waiting to see if the special review is approved. He clarified the sale of the property was contingent on this approval. Mr. Mitchel also clarified for the Commission they had not yet confirmed the restaurant that would come in, however they had three different restaurants that were interested. Mark Westwood, the current owner of the property said he is also owner of several lots on the block of North 26th Street, he said he was supporting this application. Commissioners expressed concern with pedestrian safety and supported the staff recommended conditions for lighting and safety. Commissioners encouraged the applicants to work with the staff at the ballpark with regard to use of the proposed parking lot.

The Zoning Commission closed the hearing and a motion was made by Michael Larson to recommend conditional approval and adoption of the findings of the 3 criteria for Special Review 959. The motion was seconded by James Boyett and the Commission voted 4-1 in favor with Dennis Ulvestad opposed to the motion.

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

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

## **RECOMMENDATION**

**The Zoning Commission recommends conditional approval and adoption of the findings of the 3 criteria for Special Review 959 on a 4 to 1 vote with the following conditions:**

1. The special review is limited Lot 3, Block 5, Sunnyside Subdivision, 1st Filing, South 100 feet of Lot 4, Block 5, Sunnyside Subdivision, 1st Filing and the North 50 feet of the south half of Lot 4, Block 5 Sunnyside Subdivision, 1st Filing.
2. This special review to allow the location of two drive through services across an alley from a residential zone and to allow the location of a new public parking lot in a Residential

7,000 zone. No other use is intended or implied.

3. The drive through service window will not be open 24-hours a day. Hours of operation will be submitted for approval at the time of building permit application. Hours of operation should not occur before 6 am or after 10 pm on a daily basis.
4. In addition to required landscaping, the landscaping along the east property line shall consist of the trees and shrubs as shown on the submitted site plan in addition to any required sight obscuring fencing.
5. Parking and drive through isles along with existing and proposed drive approaches from N 27<sup>th</sup> Street and the alley shall be reviewed and approved by the City Public Works Department and Montana Department of Transportation.
6. The sidewalk improvements along N. 27<sup>th</sup> Street shall comply with requirements of Montana Department of Transportation.
7. For safety purposes, lighting shall be placed along the pedestrian sidewalk in the landscaped perimeter buffer yard along 10<sup>th</sup> Avenue North and North 26<sup>th</sup> Street.
8. Accessibility ramps and appropriate signage shall be placed wherever necessary for safe pedestrian crossing of internal driveways.
9. All sidewalk improvements on the corners of N. 27<sup>th</sup> Street and 10<sup>th</sup> Avenue N. and N 26<sup>th</sup> Street shall be reviewed and approved by the City Engineering Division and MDT to comply with accessibility requirements.
10. No internally illuminated signage will be placed on any wall parallel to the east property lines.
11. These conditions of special review approval shall run with the land described in this authorization and shall apply to all current and subsequent owners, operators, managers, lease holders, heirs and assigns.
12. The proposed development shall comply with all other limitations of Section 27-613 of the Unified Zoning Regulations concerning special review uses, and all other City of Billings regulations and ordinances that apply.

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

## **APPROVED BY CITY ADMINISTRATOR**

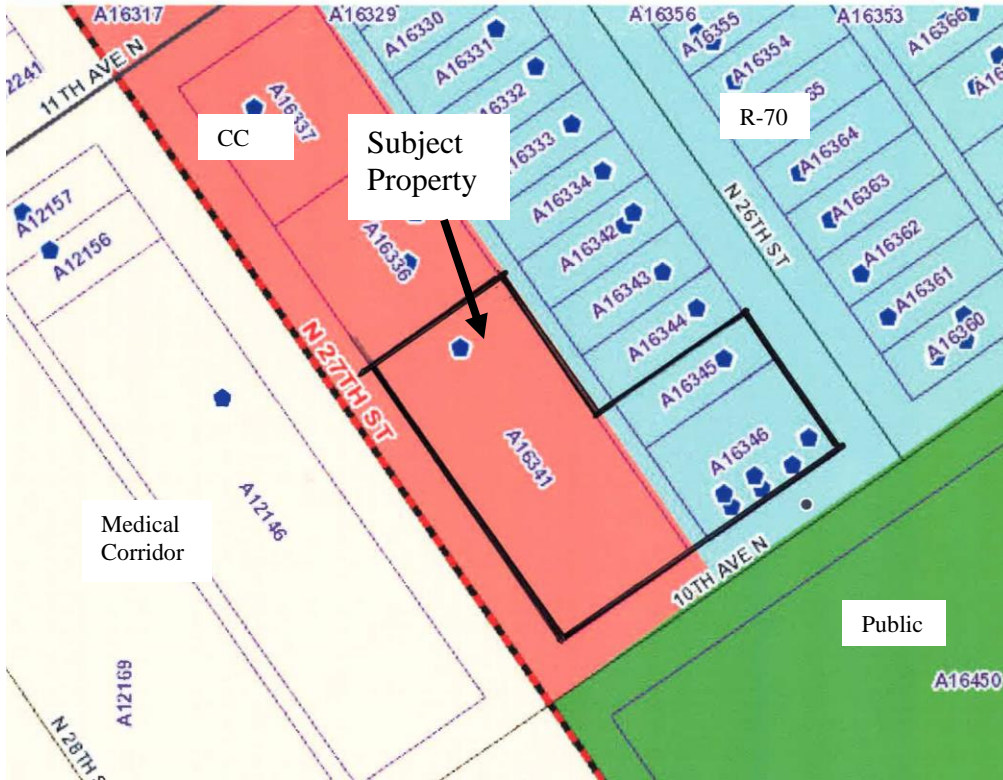
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### **Attachments**

Zoning Map & Site Photos  
Applicant Letter & Site Plan

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**ATTACHMENT**  
Surrounding Zoning & Site Location



Surrounding Zoning



**ATTACHMENT**  
Site Photographs



Subject Property.





Looking North on 27<sup>th</sup>



Looking South



West



East

ATTACHMENT  
Applicant Letter & Site Plan

**Opportunity Bank**  
SPECIAL REVIEW APPLICATION  
Lots 3 and 4, Block 5, Sunnyside Subdivision

**SECTION 1 – SPECIAL REVIEW RESPONSES**

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

The redevelopment of Lot 3, Block 5 of Sunnyside Subdivision from a hotel to a bank and restaurant with parking in portions of the adjacent Lot 4 provides essential services to the community and neighboring businesses. This infill development will occur on a lot with existing infrastructure in place, reducing costs of development and increasing the utilization of the property. The proposed development will meet all City of Billings landscape requirements, ensuring the property is visually appealing.

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

The proposed development will serve Opportunity Bank's clientele with a new bank space with a drive through window. The proposed restaurant will serve customers downtown and residential neighborhoods with building space and a drive through window. The bank and restaurant will be located on Lot 3, Block 5 of Sunnyside Subdivision, which is zoned Community Commercial. The proposed parking lot, which would be located within a portion of Lot 4, Block 5 of Sunnyside Subdivision, zoned Residential-7000, will serve the bank and restaurant customers and employees.

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

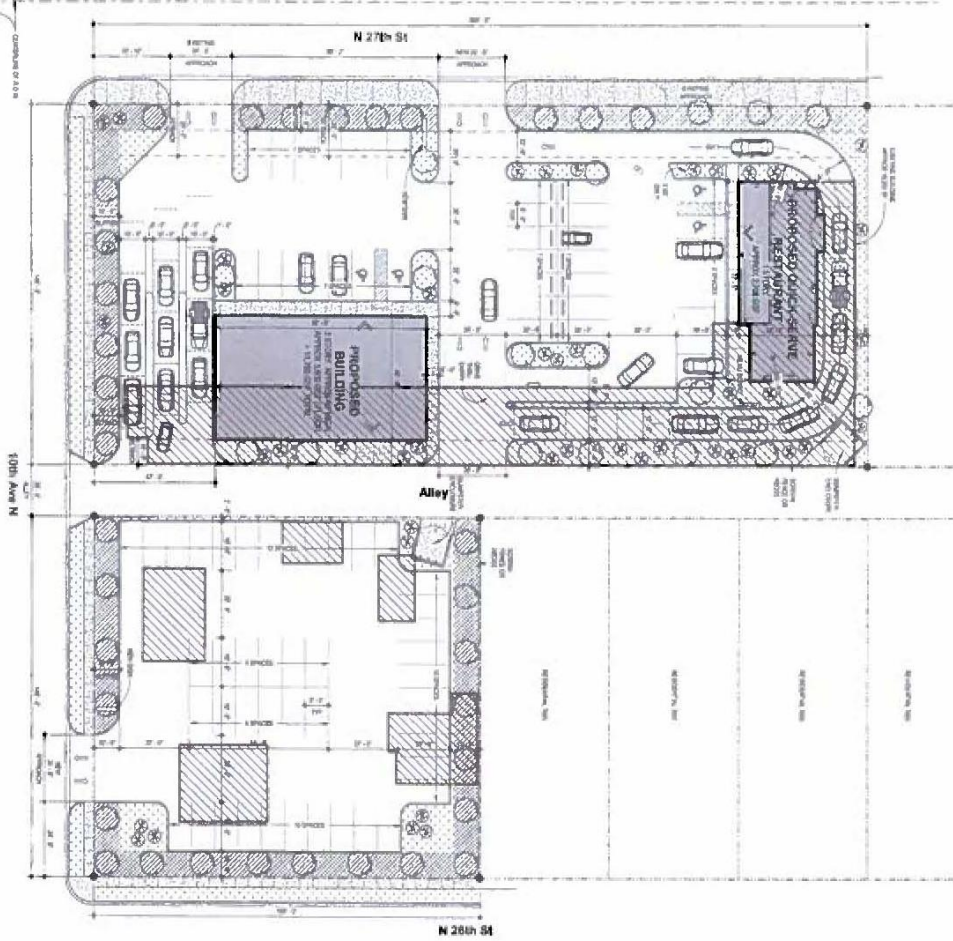
The redevelopment of the property to the bank, restaurant, and parking lot will bring the property up to the current City of Billings code requirements, which will positively impact the property, surrounding properties, and North 27th Street frontage.

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

The proposed development would construct a new bank and restaurant with drive through windows within Lot 3, Block 5 of Sunnyside Subdivision. The lot is zoned community commercial, which allows the development of both the bank and the restaurant. The adjacent lots are zoned Residential-7000. Due to the proposed drive through window on the bank and restaurant adjacent to the residential use, the special review is required. The lot currently contains a hotel.

Additional parking for the proposed bank and restaurant will be on the adjacent portions of Lot 3, Block 5 of Sunnyside Subdivision. The proposed parking lot will encompass the south 100-feet and north 50-feet of the south half of Lot 4, Block 5, which is zoned Residential-7000. The proposed parking lot falls within the use for the zoning with special review. The portion of Lot 3 to be developed into the parking lot is currently residential property. Access to the parking lot would be via the adjacent alley west of the lot.

**SITE PLAN**



**NOTES**

1. SEE ALL NOTES ON ALL SHEETS.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BILLINGS ZONING ORDINANCES.
3. ALL UTILITIES SHALL BE DELETED AND RELOCATED AS SHOWN ON THE UTILITY LOCATIONS SHEET.
4. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
5. ALL EXISTING TREES SHALL BE MAINTAINED AND PROTECTED.
6. ALL EXISTING STRUCTURES SHALL BE DEMOLISHED AND REMOVED.
7. ALL EXISTING DRIVEWAYS SHALL BE MAINTAINED AND PROTECTED.
8. ALL EXISTING DRIVEWAYS SHALL BE RECONSTRUCTED AS SHOWN ON THE DRIVEWAY LOCATIONS SHEET.
9. ALL EXISTING DRIVEWAYS SHALL BE RECONSTRUCTED TO MEET THE CITY OF BILLINGS REQUIREMENTS.
10. ALL EXISTING DRIVEWAYS SHALL BE RECONSTRUCTED TO MEET THE CITY OF BILLINGS REQUIREMENTS.
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20. ALL EXISTING DRIVEWAYS SHALL BE RECONSTRUCTED TO MEET THE CITY OF BILLINGS REQUIREMENTS.



**A0.1**

**OPPORTUNITY BANK**  
**BILLINGS**  
 1025 & 1045 N 27th St, Billings, MT 59101  
**SITE PLAN**



**CROSSMAN WHITNEY GRIFFIN P.C.**  
 ARCHITECTS & IA  
 840 POWER STREET  
 P.O. BOX 1198, HELENA, MT 59602  
 (406) 443-2340 (PHONE) | (406) 442-8585 (FAX)  
 cwg@cwg-architects.com

**PROCESS**  
**PRINT NOT FOR**  
**CONSTRUCTION**