

**REVISED as of 12/14/2017**  
**(Consent Agenda Item K Added)**  
**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**                      **December 18, 2017**                      **6:30 P.M.**

**CALL TO ORDER:** Mayor Hanel

**PLEDGE OF ALLEGIANCE:** Mayor Hanel

**INVOCATION:** Councilmember Friedel

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

**MINUTES:**

- November 30, 2017 (Special Meeting)
- December 1, 2017 (Special Meeting)
- December 11, 2017

**COURTESIES:**

- Recognition of Mayor Hanel and Outgoing Councilmembers
- Government Finance Officers Association (GFOA) Award

**PROCLAMATIONS:**

**ADMINISTRATOR REPORTS - BRUCE MCCANDLESS**

**PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: 1, 2, and 3 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. Mayor Hanel recommends that Council confirm the following appointments:**

1.

	Name	Board/Commission	Term	
			Begins	Ends
1	Delmer Schmidt	Animal Control Board	01/01/18	12/31/21
2	Jeannette Vieg	Animal Control Board	01/01/18	12/31/21
3	Cara Chamberlain	Animal Control Board	01/01/18	12/31/21
4	Randy Hafer	Billings BID	01/01/18	12/31/21
5	Rudi Marten	Billings BID	01/01/18	12/31/21
6	Mark Noennig	Board of Adjustments	01/01/18	12/31/21
7	Dave Hagstrom	Board of Adjustments	01/01/18	12/31/21
8	Frank Chesarek	Board of Adjustments	01/01/18	12/31/21
9	Martin Connell	Board of Adjustments	01/01/18	12/31/21
10	Paul Hagen	Board of Adjustments	01/01/18	12/31/21
11	Oscar Heinrich Jr	Board of Adjustments	01/01/18	12/31/21
12	David Mitchell	Board of Adjustments	01/01/18	12/31/21
13	David Petersen	Board of Appeals - Architect	01/01/18	12/31/21
14	No Applications	Board of Appeals - Electrical Contractor	01/01/18	12/31/21
15	No Applications	Board of Appeals - Plumber	01/01/18	12/31/21
16	John Dorr	Board of Health	01/01/18	12/31/20
17	Joe Stockburger	Community Development-Low Mod	01/01/18	12/31/21
18	Dana Bishop	Exchange City Golf Coop Board	01/01/18	12/31/20
19	No Applications	Housing Authority - Resident Comm	01/01/18	12/31/19
20	Kenneth Crouch	Human Relations Commission	01/01/18	12/31/21
21	Brian Schnitzer	Human Relations Commission*	01/01/18	12/31/18
22	Stella Fong	Library Board	01/01/18	12/31/21
23	Sue Bach	Library Board	01/01/18	12/31/21
24	Jennifer Quinn	Library Board	01/01/18	12/31/21
25	Lloyd Mickelson	Library Board	01/01/18	12/31/21

26	Tom Rupsis	Parks, Recreation & Cemetery Board	01/01/18	12/31/21
27	Richard Lorenz	Parks, Recreation & Cemetery Board	01/01/18	12/31/21
28	Clark Johnson	Parks, Recreation & Cemetery Board	01/01/18	12/31/21
29	Mark Kary	Billings Parking Board	01/01/18	12/31/21
30	Joni Harman	Billings Parking Board	01/01/18	12/31/21
31	David Fishbaugh	Billings Parking Board	01/01/18	12/31/21
32	Brandon Scala	Billings Parking Board	01/01/18	12/31/21
33	Matt Macrow	Planning Board - Ward 2	01/01/18	12/31/19
34	No Applications	Planning Board - Ward 5*	01/01/18	12/31/18
35	Terry Corey	Police Board	01/01/18	12/31/20
36	Travis Jones	Public Works Board	01/01/18	12/31/21
37	Tom Llewellyn	Public Works Board	01/01/18	12/31/21
38	Jerry Dunning	Traffic Control Board	01/01/18	12/31/21
39	Daniel Brooks	Traffic Control Board	01/01/18	12/31/21
40	James Graff	Yellowstone Historic Preservation Board	01/01/18	12/31/19

\*21 Unexpired term of Erin Weenum

\*34 Unexpired term of Patrick Klugman

**B. Bid Awards:**

- 1. IP-8 and Airport House Demolition.** (Opened 12/12/17) Recommendation contained in December 15, 2017 Friday Packet.

**C. Professional Services Contract** for the design and construction administration of Schedule 3 of the 2018 Sanitary Sewer Rehabilitation Projects to Morrison-Maierle, Inc., in the amount not to exceed \$303,984.

**D. Memorandum of Understanding (MOU)** with Beartooth RC&D Economic Development District; \$12,457.09 annual expense.

**E. Approval** of Terminal Building Lease renewal with the U.S. Government for the benefit of the TSA; \$94,096.68 of annual revenue, \$470,483.40 for the initial firm five-year term.

**F. Amendment #1,** Airport Terminal Building Expansion Project, Professional Engineering Services Contract, Morrison-Maierle, Inc.; \$619,326.

**G. Amendment #3,** BLM Storage Facility, Professional Engineering Services Contract, Morrison-Maierle, Inc.; \$91,307.

- H. **Amended Plat Approval** of Cardwell Ranch Subdivision, 1st Filing.
  
- I. **Preliminary Major Plat** of Falcon Ridge Estates Subdivision, 3rd Filing, generally located on the south side of Masters Boulevard, east of Golden Acres Drive; Falcon Ridge I, LLC, owners; Sanderson Stewart, agent.
  
- J. **Bills and Payroll:**
  - 1. November 27, 2017
  
- K. **Resolution** approving an extension of the Cable Franchise Agreement with Bresnan Communications, LLC, to March 26, 2018.

**REGULAR AGENDA:**

- 2. **BABCOCK THEATRE LEASE / SALE.** Staff recommends delaying approval for the sale or lease until the January 8, 2018, meeting. (Action: approval or disapproval of staff recommendation.)
  
- 3. **APPROVAL** of employment agreement for new City Administrator, Greg Doyon. Council Subcommittee recommends approval. (Action: approval or disapproval of Council Subcommittee 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:** 12/18/2017

**TITLE:** Boards & Commissions Appointments

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

**Department:** City Hall Administration

**Presentation:** No

**PROBLEM/ISSUE STATEMENT**

The Mayor is requesting that the City Council confirm appointments for Board and Commission positions that are vacant due to resignations and term limits.

**ALTERNATIVES ANALYZED**

Council may:

- Confirm the proposed appointments; or
- Not confirm the appointments.

**FINANCIAL IMPACT**

The proposed action has no financial impact.

**RECOMMENDATION**

Mayor Hanel recommends that Council confirm the following appointments:

	Name	Board/Commission	Term	
			Begins	Ends
1	Delmer Schmidt	Animal Control Board	01/01/18	12/31/21
2	Jeannette Vieg	Animal Control Board	01/01/18	12/31/21
3	Cara Chamberlain	Animal Control Board	01/01/18	12/31/21
4	Randy Hafer	Billings BID	01/01/18	12/31/21
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21	Brian Schnitzer	Human Relations Commission*	01/01/18	12/31/18
22	Diane Kersten	Human Relations Commission*	01/01/18	12/31/18
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39	Jerry Dunning	Traffic Control Board	01/01/18	12/31/21
40	Daniel Brooks	Traffic Control Board	01/01/18	12/31/21
41	James Graff	Yellowstone Historic Preservation Board	01/01/18	12/31/19

\*21 Unexpired term of Erin Weenum

\*22 Unexpired term of Kathleen Walters

\*35 Unexpired term of Patrick Klugman

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 12/18/2017

**TITLE:** Award of the IP-8 and Airport House Demolition Project

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

**Department:** Airport

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Billings Logan International Airport has two buildings, a house located at 1001 Rimtop Drive and a small metal building located at 1391 Rimtop Drive that need to be demolished for safety and development reasons. The house has been vacant for several years and over the last few years, has been broken into and vandalized to the extent that it can no longer be used and is a hazard for the Airport. This house will be removed and the site returned to a natural state. The small metal building located in the Airport Business Park was originally part of the Air Force Fighter Interceptor Base built in 1965. The building has also been vacant for several years and the area is going to be developed as the site for a new storage facility for the BLM. The call for bids for this demolition project was advertised in the *Yellowstone County News* on November 24, December 1 and 8, 2017. Bids were opened on December 12, 2017. Please see the December 15, 2017 Friday packet for contractor bid information and recommendation for award.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the award of the IP-8 and Airport House Demolition project; or
- Decline the award of this project, reject all bids, and provide staff direction on how to proceed.

**FINANCIAL IMPACT**

The total cost of the IP-8 and Airport House Demolition project will be disclosed in the December 15, 2017 Friday packet. The project is included in the budget and funds are available in the Airport's Capital Account.

**RECOMMENDATION**

Staff's recommendation to the City Council will be contained in the December 15, 2017 Friday packet for approval and award of the IP-8 and Airport House Demolition project.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 12/18/2017

**TITLE:** W.O. 18-01 Schedule 3, 48-inch and 60-inch interceptor Study

**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 \$303,984 for an engineering study on the 48-inch and 60-inch wastewater interceptors that enter the Water Reclamation Facility (WRF) for Schedule 3 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. The existing interceptors are made from reinforced concrete pipe (RCP). The existing 60-inch interceptor has concrete spalling on the inside of the pipe that has exposed the rebar in some locations. These interceptors convey all the wastewater flows into the WRF for the entire city excluding the Heights.

This study will model existing and future flows for capacity, complete a condition assessment of the existing interceptors using lidar or sonar cameras, evaluate open cut and trenchless alternatives for replacement, evaluate by-pass pumping conflicts, provide a sediment removal plan, develop a preliminary cost estimate, and recommend project phasing. The study will analyze approximately 6,300 linear feet of the 48-inch interceptor and approximately 8,250 linear feet of the 60-inch interceptor.

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 awarded, the City's sanitary sewer collection systems in these areas will continue will be unreliable and may experience ongoing maintenance problems and expenses.

**FINANCIAL IMPACT**

Funding for this project has been approved by City Council in the FY18 budget. Schedule 3 projects will use sanitary sewer funds.

	<b>Sewer Replacements</b>
Project Budget	\$3,400,000
Previously Encumbered	\$653,074

This Contract	\$303,984
Budget Remaining	\$2,442,942

## **RECOMMENDATION**

Staff recommends that the City Council award a Professional Engineering Services Contract for the design and construction administration of Schedule 3 of the 2018 Sanitary Sewer Rehabilitation Projects to Morrison-Maierle, Inc., in the amount not to exceed \$303,984.

## **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 3 48-inch and 60-inch Interceptor Study

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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 4 pages (Basic Services of Contractor);
- Appendix B consisting of 1 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.

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.

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

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

Title: Vice President

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

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

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

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

## Appendix A

### Basic Services of Engineer

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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 project consists of engineering services for the analysis of the 48-inch (approximately 6,300 linear feet) and 60-inch (approximately 8,250 linear feet) downtown and West End interceptors into the treatment plant. Technical memorandums for Tasks 2 thru 7 will be prepared for review during the project and will be incorporated into a final report.

The purpose of the project is to model, evaluate, and analyze the existing interceptors and develop alternatives for replacement.

The scope of work is summarized below.

### PHASE 00 - PROJECT MANAGEMENT

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

### PHASE 10 – STUDY

- Task 1: Develop Hydraulic Model – Request existing model, current and future wastewater flows in the interceptors (supplied by owner), record drawings, WWTP backwater information, and other relevant data. Elevations from the existing model will be utilized for manhole elevations (no field survey and data verification is included in this scope). Manhole locations will be built from GIS data. Pipe lengths and diameters will be extracted from the existing model.
- Task 2: Hydraulic Analysis – Perform a hydraulic analysis of the 48-inch and 60-inch interceptors with both current and projected flows. This analysis shall

also model the 30/36-inch collector that collects areas south of the railroad tracks and whether or not it is feasible to reroute this flow to the existing 60-inch or a new larger (preliminarily a 72-inch) interceptor. This analysis will include the backwater effects from the WWTP. This analysis also includes capacity analysis and the impacts related to a West End WWTP for up to one West End WWTP alternative. This task includes one meeting if necessary to discuss results. This task includes development of a technical memorandum to summarize the hydraulic model and report the results of the analysis.

- Task 3: Evaluation of Trenchless Alternatives – Perform an evaluation of the various trenchless alternatives (up to four alternatives) including trenchless methodologies. Determine which alternatives will be most beneficial to the City. This alternative analysis will utilize data derived from the Video/Sonar/Lidar Phase of this project. This task includes review and documentation of the video data. This task includes development of a technical memorandum.
- Task 4: Evaluation of Open Cut Alternatives – Perform an evaluation of open cut alternatives (up to two alternatives). This alternative analysis will include evaluating designing and constructing parallel pipes and in situ replacement. This task includes development of a technical memorandum and will identify preliminary easement or land use issues.
- Task 5: Development of a Preliminary Bypass Pumping Plan – Perform an evaluation for bypass pumping options that address the significant flows and highway and railroad crossing conflicts. The bypass pumping plan shall be evaluated for only the recommended replacement method (e.g. trenchless or open cut). This bypass pumping plan will analyze critical routing issues and overall bypass pumping costs. This task includes development of a technical memorandum.
- Task 6: Development of a Sediment Removal Plan – Coordinate with a contractor to evaluate sediment removal and develop a plan where required. This evaluation will include cost evaluations in conjunction with the trenchless alternatives. This task includes development of a technical memorandum.
- Task 7: Develop and Recommend Project Phasing – Develop a project phasing plan so the project can be constructed in a manner that is most economically beneficial to the City and has the least impact to the public. This task includes development of a technical memorandum.
- Task 8: Cost Estimate – Develop cost estimate for the different alternatives. This estimate shall take into account the project phasing task.
- Task 9: Final Report – Assemble Technical Memorandums from Tasks 2 thru 7 and integrate into a final report. Develop an executive summary and provide recommendations for proposed improvements. Prepare three (3) paper copies of the draft report for Owner review and comment. Schedule and conduct a review meeting with Owner to discuss draft report. Incorporate Owner comments into a final report. Prepare three (3) paper copies of the final report, which will be stamped and signed by a licensed professional

Engineer in the State of Montana responsible for the work. Deliver two (2) electronic copies of the report to the Owner with the paper deliverables.

#### TASK 88 – QUALITY ASSURANCE

Internal quality assurance will be provided for all technical memorandums and the report.

#### PHASE 92 – VIDEO/SONAR/LIDAR

A video/sonar/LIDAR review of both interceptors will take place. A sub-consultant will perform this work. This task also includes a structural analysis of the interceptors to evaluate structural strength of the remaining damaged concrete pipe in areas damaged by H<sub>2</sub>S. As more information is available on the interceptors (e.g. record drawings, additional videos, etc.), Contractor shall evaluate and discuss LIDAR evaluations with the city. If minimal data would be attained from the LIDAR without bypass pumping due to the high flows in the main, only a video and sonar analysis may be advised.

## 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	\$5,960.00
Phase 10	Study	\$129,310.00
Phase 88	Quality Assurance	\$11,820.00
Phase 92	Video/Sonar/LIDAR	<u>\$156,894.00</u>
<b>TOTAL</b>		<b>\$303,984.00</b>

- 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 December 18, 2017, the completion date for the Engineer's work through final design shall be:

1. Develop Model and Perform Hydraulic Analysis: February 2018
2. Develop Alternatives, Evaluate Bypass Pumping, Evaluate Sediment Removal, and Prepare Tech Memos: April to June 2018
3. Prepare Final Report: August 2018

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

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

## **Appendix F**

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

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(Attach Certificate(s) of Insurance)

**Regular City Council Meeting**

**Meeting Date:** 12/18/2017  
**TITLE:** Beartooth RC&D Memorandum of Understanding  
**PRESENTED BY:** Bruce McCandless, Assistant City Administrator  
**Department:** City Hall Administration  
**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

The Beartooth Resource Conservation and Development Area, Inc. (Beartooth RC&D) is asking the City Council to renew a Memorandum of Understanding (MOU) for Beartooth's economic development services through December 31, 2018. Beartooth RC&D is a Federal grant-funded, rural and economic development agency that has operated since 1969 in five south-central Montana counties, including Yellowstone County. Federal funds are matched in Yellowstone County by a \$4,500 membership fee and a \$30,103.03 assessment, both of which are split among the County, the Big Sky Economic Development and the cities of Billings and Laurel. The City of Billings's portion of that amount is \$12,457.09. Those paying membership fees are represented on the Beartooth Board of Directors; the current Billings representative is Councilmember Yakawich.

Additional information was asked for by Council at the Work Session on December 4, 2017, concerning the Board of Directors Roster and projects. (Please see attached)

**ALTERNATIVES ANALYZED**

- City Council may:
- Approve the MOU and payment;
  - Postpone action on the MOU and payment, or;
  - Disapprove the MOU and/or payment.

**FINANCIAL IMPACT**

The Entity's annual contribution will be \$4,500 as a "Membership" fee plus a per capita assessment of .19 cents per person. These funds will provide the necessary match to obtain the \$70,000 in Federal funds. The calculated fee for Yellowstone County is \$34,603.03. This figure is a total of the \$4,500 county fee plus \$30,103.03 per capita formula using a population of 158,437 as per the 2016 Census data. Yellowstone County's full payment is separated into a four-way payment system.

Each entity within the county pays a percentage similar to the previous year. Big Sky EDA - 34% or \$11,765.03; City of Billings - 36% or **\$12,457.09**; City of Laurel - 6% or \$2,076.18; and Yellowstone County - 24% or \$8,304.73.

**RECOMMENDATION**

Staff recommends that the City Council approve the MOU and to pay the 2018 dues of \$12,457.09.

# APPROVED BY CITY ADMINISTRATOR

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## Attachments

2018 MOU

Board of Directors and Projects List

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**Beartooth Resource Conservation & Development Area, Inc.**  
**PO Box 180, 128 South Main Street, Joliet, MT 59041**

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November 29, 2017

City of Billings  
Denise Bohlman, City Clerk  
P O Box 1178  
Billings, MT 59101

Re: 2018 Memorandum of Understanding with Beartooth RC&D

Dear Ms. Bohlman,

Thanks for your assistance in scheduling the renewal process for our Memorandum of Understanding with the City of Billings for 2018. Enclosed is our proposed MOU for review by the Mayor and City Council prior to our appearance on December 4<sup>th</sup>.

In May of 2017, after a lengthy review of our budget, our Board of Directors approved an increase in the assessment we use to calculate the requested fee from our sponsoring entities. This is the first time our requested assessment level has changed in over 15 years, and we do not anticipate the need to do this again for some time to come.

The revised assessment will insure our compliance with the matching provision of the EDA grant serving this area, and is reflected in the agreement in two places. First, the per capita calculation changed from .1537 to .19 using the most current population available from the US Census Bureau, and the base fee for the county increased from \$3,500 to \$4,500. The total assessment is then allocated to the four participating entities (Yellowstone County, Big Sky EDA, City of Billings and City of Laurel) using the same percentages as previous years.

Once the Mayor and Council have taken action to approve the MOU, I will submit the related invoice for the annual assessment.

Please let me know if there is any additional information we can submit to help with the process. I sincerely appreciate your time and attention in getting our MOU before the Mayor and Council for consideration.

Sincerely,



Earl Atwood  
Office Manager  
Beartooth Resource Conservation & Development Area, Inc.

A  
**MEMORANDUM OF UNDERSTANDING**  
between  
**Yellowstone County Commissioners, Big Sky Economic Development Authority,  
City of Billings, City of Laurel**  
and  
**Beartooth Resource Conservation & Development Area, Inc.**

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between **Beartooth Resource Conservation & Development Area, Inc.**, whose principal business address is P.O. Box 180, Joliet, Montana 59041, hereinafter referred to as “Beartooth RC&D” and **Yellowstone County Commissioners (in cooperation with the City of Billings, City of Laurel, and Big Sky EDA)**, and hereinafter referred to as “**the Entity**”.

**WHEREAS**, The Beartooth RC&D has been formally recognized by the U.S. Department of Commerce, Economic Development Administration (EDA) as a designated Economic Development District (EDD), and as a District, the Beartooth RC&D has been awarded funding to carry out its Comprehensive Economic Development Strategy (CEDS). This funding will provide a staff person, administrative support and operating costs. This is a continual grant, renewable based on successful program operation and availability of federal funds. Local match is required.

**WHEREAS**, each entity participating in the District will designate a representative and an alternate to the regional Economic Development Committee. This individual will convey the needs and development goals of the local entity to the committee. Regular meetings will be held every two months to assess project status, assign workload and evaluate progress.

**NOW THEREFORE IT IS UNDERSTOOD AS FOLLOWS:**

**ARTICLE 1: SCOPE OF WORK:**

Beartooth RC&D employs an Economic Development Coordinator to assist in Economic Development efforts in the region. The Coordinator’s time will be allocated consistent with the goals in the Comprehensive Economic Development Strategy by the regional Economic Development Committee. The Committee is composed of one representative and an alternate from Big Horn, Carbon, Stillwater, Sweet Grass and Yellowstone Counties, Crow Tribe and Big Sky Economic Development Authority. Input to this Committee by local entities is essential for obtaining the services of the Coordinator.

Higher priority will be assigned projects of regional scope or projects with strong local leadership. Grant funding for this position is from EDA, therefore, emphasis will be on regional economic development planning and projects which have a correlation to job creation. Matching funds are from participating entities and emphasis will be placed on their specified projects. Specific items of work for this project year are detailed in the attached “Annual Report and Update”. It is understood that this Annual Report will be presented each year.

**Annual Evaluation:**

The performance of the Economic Development Coordinator will be evaluated annually by local entities participating on the regional Economic Development Committee. Progress and/or

accomplishments on each program/project will be evaluated to ensure resources are being utilized in the most effective and efficient manner possible.

#### **ARTICLE 2: PERIOD OF PERFORMANCE:**

The term of this Memorandum of Understanding shall be from the date it is signed through **December 31, 2018**, unless extended by mutual agreement by both parties. Such extension must be in writing, signed by authorized representatives of both parties, and made a part of the original Memorandum of Understanding by modification reference. This Memorandum of Understanding supersedes the prior Memorandum for participation in the Economic Development District.

#### **ARTICLE 3: PAYMENT:**

The Entity's annual contribution will be **\$4,500.00** as a "Membership" fee plus a per capita assessment of **.19** cents per person. These funds will provide the necessary match to obtain the \$70,000.00 in federal funds. Entities who do not participate financially in the match requirement will not receive services from the Economic Development Coordinator. The calculated fee for **Yellowstone County** is **\$34,603.03**. This figure is a total of the **\$4,500.00** county fee plus **\$30,103.03** per capita formula using a population of **158,437** as per the 2016 Census data. Yellowstone County's full payment will be separated into a four-way payment system. Each entity within the county will pay a percentage (%) similar to the previous year. Big Sky EDA- 34% or **\$11,765.03**, City of Billings- 36% or **\$12,457.09**, City of Laurel- 6% or **\$2,076.18** and Yellowstone County- 24% or **\$8,304.73**.

Annually, the Beartooth RC&D/EDD staff will provide a comprehensive report of the past year's activity. A new Memorandum of Understanding will be prepared and a request for the following year's match submitted. Entities will be billed for match funds after January 1, 2018, for the current year's assessment.

Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment, and incidentals necessary to complete the work.

#### **ARTICLE 4: EXAMINATION OF RC&D RECORDS:**

The Entities or their representatives shall have the right to examine any books, records, or other documents of the Beartooth RC&D directly relating to costs when such costs are the basis of compensation hereunder.

#### **ARTICLE 5: OWNERSHIP AND USE OF DOCUMENTS:**

Reproducible copies of all documents and other materials produced by the Beartooth RC&D in connection with the services rendered under this memorandum of understanding shall be provided to the Entity for the Entity's use whether the project for which they are made is executed or not. The Beartooth RC&D shall be permitted to retain originals, including reproducible originals, of

drawings and specifications for information, reference and use in connection with Beartooth RC&D's endeavors.

**ARTICLE 6: WARRANTY:**

The Beartooth RC&D warrants that all services performed herein shall be performed using that degree of skill and care ordinarily exercised in and consistent with generally accepted practices for the nature of the services and shall conform to all requirements of this Memorandum of Understanding.

**ARTICLE 7: SAFETY:**

The Beartooth RC&D agrees to fully comply with the Occupational Safety and Health Act of 1970, all regulations issued there under and all state laws and regulations enacted and adopted pursuant thereto. The Beartooth RC&D shall take all necessary precautions in performing the services hereunder to prevent injury to persons or damage to property.

**ARTICLE 8: CONFIDENTIALITY AND CONFLICTS OF INTEREST:**

The Beartooth RC&D agrees to hold in strict confidence any proprietary or other data, findings, results, or recommendations deemed to be confidential by the Entity and obtained or developed by the Beartooth RC&D in connection with the work under this memorandum of understanding. The Beartooth RC&D warrants and agrees they do not and will not have any conflicts of interest regarding the performance of services hereunder.

**ARTICLE 9: APPLICABLE LAW:**

This Memorandum of Understanding shall be governed in all respects by the laws of the State of Montana. No changes, amendments or modifications of any of the terms and conditions hereof shall be valid unless agreed to in writing. Venue of any proceeding arising hereunder shall be the Thirteenth Judicial District.

**ARTICLE 10: COMPLIANCE WITH LAWS:**

The Beartooth RC&D shall in performing the services contemplated by this Memorandum of Understanding, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Memorandum of Understanding.

**ARTICLE 11: CHANGES:**

The parties, by mutual agreement, may, at any time during the term of this Memorandum of Understanding and without invalidating the Memorandum of Understanding, make changes within the general scope of the Memorandum of Understanding. The Beartooth RC&D agrees to perform

such changed services. The Entity's priority list for project work within their county can be changed at any time. In such case, Beartooth RC&D will be informed of this change at the Entity's earliest convenience.

#### **ARTICLE 12: TERMINATION:**

This Memorandum of Understanding may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Memorandum of Understanding through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

Upon such termination the Entity shall pay the Beartooth RC&D amounts due and unpaid for services rendered as of the effective date of termination, and the Beartooth RC&D shall provide to the Entity all materials, surveys, reports, data, and other information performed or prepared as of such date.

#### **ARTICLE 13: INDEMNIFICATION:**

The Beartooth RC&D agrees to and does hereby indemnify and save the Entities, their officers, officials and employees, harmless against and from:

1. Any and all claims and liabilities, including but not limited to costs, expenses, and attorney fees arising from injury to, or death of, persons (including claims and liabilities for care or loss of services in connection with any bodily injury or death) and including injuries, sickness, disease, or death to Beartooth RC&D employees occasioned by a negligent act, omission, or failure of the Beartooth RC&D;
2. Any and all claims and liabilities, including costs and expenses, for loss or destruction of or damage to any property belonging to the Beartooth RC&D or the Entities caused by a negligent act, omission, or failure of the Beartooth RC&D and;
3. Any fines, penalties, or other amounts assessed against the Entities by reason of the Beartooth RC&D's failure to comply with all health, safety, and environmental laws and regulations applicable to the services; resulting directly or indirectly from, or occurring in the course of the Beartooth RC&D's performance of the services. However, this indemnity shall not extend to claims and liabilities for (i) injury or death to persons or (ii) loss of or damage to property to the extent that these claims and liabilities result directly from the Entity's negligence or willful misconduct.

#### **ARTICLE 14: INSURANCE:**

The Beartooth RC&D shall maintain and demonstrate the following types of insurance:

1. The Beartooth RC&D agrees that its employees and particularly the employees designated to work on this memorandum of understanding are covered by applicable Worker's Compensation

provisions. The Beartooth RC&D further agrees that if the Entities should legally incur any costs whatsoever under the Worker's Compensation laws by reason of the Beartooth RC&D employees' injury or death while engaged in the contract work, the RC&D will indemnify and hold harmless the Entities' for such costs which the Entities' may be legally be required to pay to employees of the Beartooth RC&D.

2. Comprehensive general liability insurance for bodily injury, death, or loss of or damage to property of third persons or other liability due to the negligent acts of the Beartooth RC&D in the minimum amounts of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage. Proof of coverage as required by this section shall be delivered to the Entity within fifteen (15) days of execution of this Agreement.

3. Professional liability errors and omissions insurance in a minimum amount of \$100,000.00.

#### **ARTICLE 15: NONDISCRIMINATION:**

The Beartooth RC&D will not discriminate against any employee or applicant for employment relating to this project on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin. All hiring associated with any project shall be on the basis of merit and qualifications related to the requirements of the particular position being filled.

#### **ARTICLE 16: INDEPENDENT CONTRATOR:**

The Beartooth RC&D and the Entity agree that the Beartooth RC&D is an independent contractor with respect to the services provided pursuant to this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Beartooth RC&D nor any employee of the Beartooth RC&D shall be entitled to any benefits accorded Entity employees by virtue of the services provided under this Memorandum of Understanding. The Entity shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state Worker's Compensation program, nor shall the Entity be deemed in any way to assume the duties of an employer with respect to the Beartooth RC&D, or any employee of the Beartooth RC&D.

#### **ARTICLE 17: ASSIGNMENT:**

The Beartooth RC&D shall not sublet or assign any of the services covered by this Memorandum of Understanding without the express written consent of the Entity.

#### **ARTICLE 18: NON-WAIVER:**

Waiver by the County of any provision of this memorandum of understanding or any time limitation provided for in this memorandum of understanding shall not constitute a waiver of any other provision.

**ARTICLE 19: NOTICES:**

Any Notice to be served hereunder may be served upon the parties personally or served by certified mail, return receipt. Notice served by mail shall be deemed complete upon deposit of said notice in any United States Post Office, postage prepaid, directed to the party to be served, at the following addresses:

**ENTITY:**     City of Billings  
                  PO Box 1178  
                  Billings, MT 59101

**RC&D:**       Beartooth RC&D  
                  P.O. Box 180  
                  Joliet, MT 59041

**ARTICLE 20: INTEGRATED AGREEMENT:**

This Memorandum of Understanding together with attachments or addenda represents the entire and integrated Agreement between the Entity and the Beartooth RC&D and supersedes all prior negotiations, representations, or agreements, written or oral. This Memorandum of Understanding may be amended only by written instrument signed by both the Entity and the Beartooth RC&D.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals to this Memorandum of Understanding the day and year in this instrument first above written.

**CITY OF BILLINGS**

**BEARTOOTH RC&D/EDD**

\_\_\_\_\_  
Thomas W. Hanel  
Mayor

\_\_\_\_\_  
William Foisy  
Chairman

ATTEST: \_\_\_\_\_

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

# Beartooth Resource Conservation and Development Area, Inc.

## *Board of Directors - 2017*

<u>Voting Membership, representing</u>	<u>Director Name</u>
<u>County Commissions</u>	
Big Horn County Commission	Sidney Fitzpatrick
Carbon County Commission	Doug Tucker
Sweet Grass County Commission	Bob Faw
Stillwater County Commission	Maureen Davey
Yellowstone County Commission	John Ostlund
<u>Conservation Districts</u>	
Big Horn Conservation District	Dan Lowe
Carbon Conservation District	Clinton Giesick
Stillwater Conservation District	Bob VanOosten
Sweet Grass Conservation District	Chris Mehus
Yellowstone Conservation District	John Pulasky
<u>Tribal Government</u>	
Crow Nation	(pending)
<u>Municipalities</u>	
City of Big Timber	Page Dringman
City of Billings	Michael Yakawich
City of Columbus	Chuck Egan
City of Red Lodge	William Foisy (Chairman)
City of Hardin	Clayton Greer
City of Laurel	Marvin Carter
Town of Bridger	Clinton Giesick
<u>Special Authorities</u>	
Big Sky Economic Development Authority	Steve Arveschoug
Two Rivers Authority	Jeff McDowell
<u>Special Appointments</u>	
MSU-Billings College of Technology	Lisa Skriner
Sibanye-Stillwater Mine	Randy Weimer
Elation, Inc.	Bob Carr (Treasurer)
First Interstate Bank of Hardin	Holly Higgins
Billings Job Service	Ryan VanBallegooyen (Vice-Chair)
Laurel City Area	Ken Gomer
<u>Non-Voting Members (Ex Officio)</u>	
Gov. Bullock - Off. Of Econ. Development	Liz Ching
US Senator Steve Daines' Office	Jenna McKinney
US Senator Jon Tester's Office	Molly Bell
US Rep. Greg Gianforte's Office	Tayla Snapp
Stillwater Economic Development Office	Marissa Hauge
<u>Beartooth Staff</u>	
Economic Development Director	Sue Taylor
Finance and RLF Director	Jillann Knutson
Food & Ag Program Director	Joel Bertolino
General Manager, CGWG Coordinator	Earl Atwood



### Scope of Work and Implementation Methodology FY 2018

The following outlined list of action items is derived from our CEDS Goals and Objectives.

- I. **Maintain Eligibility with EDA.** Supply the EDA with timely information on plant and large business closures and the number of employees affected.
  - a. Submit mid-point and year-end financial reports as required.
  - b. Submit combined annual CEDS & progress report by December 31, 2018.
  - c. Strengthen and enhance our ability to provide programs and services on a regional basis which augment local community efforts through coordination, facilitation and education in the following areas:
    - Revolving Loan Fund
    - Montana Certified Regional Development Corporation
    - Montana Food and Ag Center
    - Montana Cooperative Development Program
    - Montana Main Street Program
    - Business Expansion and Retention (BEAR) Program
    - Business Planning/Technical Assistance (with SBDC)
  - d. Continue to promote regional communication and awareness of economic development-related issues through bi-monthly Board of Directors meetings, press releases, regular updates of our website and Facebook page, Board/community reports, success stories, etc.
  
- II. **Provide and support business planning and recruitment efforts through our RLF & a high quality technical assistance program. (CEDS Goal II, Objective 1)**
  - a. Provide business technical assistance to a minimum of *fifteen* clients for business, strategic, and financial planning.
  - b. Continue partnerships with the local Small Business Development Center (SBDC), the MT Dept. of Commerce, local ED specialists, the BEAR program, Job Service personnel, and local institutions of higher education to provide assistance to businesses and provide access to these important programs.
  - c. Provide assistance that would lead to funding from the RLF to a minimum of *two* new or existing businesses. EDD staff will promote and market the RLF while making technical assistance visits and providing planning assistance to business clients. Expand the RLF by marketing its services to and cooperating with commercial bankers and chambers of commerce throughout the region.
  - d. Continue assistance to the local economic development partners to recruit and develop businesses that want to locate in our region.
  
- III. **Support the development/creation of value-added industries. (CEDS Goal II, Objective 3)**
  - a. Continue to support the development of *one* new renewable energy project and monitor regional activity and progress in the region.
  - b. Serve agriculture-related businesses, and value added processing opportunities for locally grown crops, as one of Montana's four Food and Ag Centers. Assist a minimum of *five* businesses/producers with value-added agriculture project planning and development. Work

to ensure that this program is well-reported and understood so that it is refunded by the State of Montana.

- c. Assist *two (reduce to one?)* businesses with cooperative business development, marketing, etc.

**IV. Provide community and economic development planning and facilitation. (CEDS Goal II, Objective 1; CEDS Goal III, Objective 6)**

- a. Provide technical assistance that would lead to funding for a minimum of *three* clients engaging in planning activities such as feasibility studies, building expansion, and industrial growth.
- b. Continue providing facilitation assistance to community projects through services offered such as project coordination, community organizing, and work as a liaison; Assist *two* community-based planning projects, including public facility enhancement.
- c. Work with partnering entities to identify ways to enhance workforce development efforts throughout the region, and specifically in rural areas.
- d. Assist at least *one* community with the development of an economic diversification plan.

**V. Assist communities in providing the necessary infrastructure to maintain their quality of life and support future development. (CEDS Goal I, Objectives 1,2, & 3)**

- a. Assist *one* county per year or *two* municipalities per year in the assessment of their workforce housing needs to identify gaps in the types and numbers of housing units required in order to meet workforce housing needs, and to develop a plan of action that encourages private investment in the development of new housing or redevelopment of existing housing stock in order to meet workforce housing needs within their jurisdiction.
- b. Work with our cities and towns to develop affordable housing, including: redevelopment of existing properties, use of vacant local government-owned property, self-help housing projects, and local developers. Maintain partnerships with organizations like NeighborWorks, HRDC, HomeWORD, etc. for the development of these opportunities.
- c. Assist communities in the region with *one* public infrastructure project through project planning, financing, administration, etc.

**VI. Assist communities with upgrading community services and their facilities to improve the standard of living. (CEDS Goal IV, Objective 3)**

- a. Assist a minimum of two communities with building and park projects through a combination of planning, public meeting facilitation and grant assistance.

**Economic Development Project Report – October 2017**

**Healthy List**

<b>Project</b>	<b>Client</b>	<b>Status</b>	<b>Notes</b>
<b>Coal Country Coalition</b>	BSEDA and Coal Country partners	MOU distribution to the larger support group.	
<b>Medical Clinic Expansion</b>	Bighorn Valley Health Center, Inc. – Hardin (BVHC)	PAR portion of the project is complete. BVHC is now working on assembling the finance package for the new building.	Land purchase has been negotiated.
<b>Riverside Park</b>	City of Laurel	Anticipate a draft plan in late November.	
<b>Yellowstone County Sports Facility Feasibility Study</b>	LARC and Visit Billings	Consultants have conducted the first on-site visit and are working on gathering the balance of data for evaluation. Interviews and focus group meetings to take place in mid-November	<del>\$25,000</del> \$20,000 grant award \$25,000 cash match, plus an additional \$15,000 in cash match!
<b>Yellowstone Valley Food Hub</b>	Northern Plains Resource Council	Project is moving along with no changes to scope or schedule.	\$17,500 BSTF \$17,500 Northern Plains match
<b>MEDA Fall Conference</b>	Beartooth, MEDA	Close to 100 attendees and about \$2,400 in revenue was raised for the Scholarship Fund.	
<b>Coulson Park Master Plan</b>	BSEDA	Planning grant submitted October 9 <sup>th</sup> .	Budget increased from \$75,000 to \$90,000

**Economic Development Project Report – October 2017**

**Developing /Progressing List**

<b>Project</b>	<b>Client</b>	<b>Status</b>	<b>Notes</b>
<b>Red Lodge Housing Build</b>	RLACF	The housing committee is making slow, but steady progress.	We are assisting as part of the committee.
<b>Diversity Task Force(s)</b>	Various	Designed to assist communities and counties in the development of economic diversification strategies.	Need to work on generating more local interest.
<b>Community Assessment 3-state multi-year project</b>	MEDA, Extension in ID, MT and WY	Project is progressing and we are finalizing the Montana application along with making final revisions to the three-phased approach.	The changes to the original program are being well received by economic development professionals around the state.
<b>Single Location Services Building</b>	Town of Bridger	No new activity.	Probable CDBG planning grant application for a PAR – however, funding availability notification has not yet been issued (as of Nov 1)
<b>Red Lodge Soccer</b>	Town of Red Lodge, Red Lodge Soccer and DEQ	DEQ has submitted a DNRC planning grant on behalf of the Town of Red Lodge in order to secure engineering assistance with the new cap and preliminary field creation. Funding request is pending.	Assisting with the assembly of a funding package to create a soccer field and other improvements to a former dump site and coal waste pile. DNRC funding may be fully committed to fire efforts
<b>Many Arrows CDC – land purchase</b>	Many Arrows CDC	Assisting NADC and Many Arrows with a proposal to purchase a parcel of land for future development.	No new activity since the last report.
<b>Rest Area Project</b>	Crow Tribe – MT DOT	DOT has begun the lease negotiations with BIA.	No new activity to report.
<b>Old Red Lodge Hospital</b>	Private developer from Bozeman	We were contacted by a private developer interested in bidding on the old hospital for possible affordable housing development.	Brownfields funding may be leveraged for remediation.

## Economic Development Project Report – October 2017

### Watch List

<b>Project</b>	<b>Client</b>	<b>Status</b>	<b>Notes</b>
<b>Wild West Region – Grand Western Loop</b>	Beartooth	On a holding pattern pending funding availability	No new activity since the last report
<b>Southside Grocery Store</b>	Riverstone Health, BSEDA and others	Early in the planning stages, potential planning application for a PAR	The group continues to meet.
<b>Senior Housing</b>	Stillwater Economic Development	Potential new housing development in the early planning stages. Marissa is the point person for this project.	No new activity since the last report.

### **Other Items of Note:**

- September IEDC Training provided good information and will spur potential activity for the Beartooth 2018 Annual Work Plan
- October CEDS Training was informative and will likely lead to increased use of our CEDS document in the future. EDA changed the CEDS requirements in 2015 and as a result we may wish to move up the next major revision by 6-12 months

## FOOD AND AG CENTER PROJECTS

### Growth through Agriculture Projects

**Old Skool Brewery—Baker, MT** - Josh Cuppy was given my name by the State Department of Agriculture to assist with his Growth through Ag Grant for equipment, we have exchanged emails on some portions of his pending GTA application, he is applying for funding for equipment.

**Chris Hamilton hops farm-Roundup, MT** - Chris was also referred to Beartooth Food And Development Center by the department of agriculture to assist him with a Growth Through Ag Grant application for his small hops farm near Roundup, MT.

**Bridger Craft Malting - Bozeman** - Tom Griffin and partner Scott Bus have studied craft malting for several years and eventually took a craft malting course from Hartwick College in New York before self-funding a small 100 ton a year craft malting business in Bozeman. They have worked with area craft breweries that are eager to purchase more than they can produce and even though this is their first year in business they are looking to expand to 150 or 200 tons by next year to meet the initial demand. We will be assisting them with the development of a Growth Through Ag grant for the purchase of malting equipment. This application has been submitted.

**Red Rooster Bakery- Laurel, MT** - Revisited Donna with Angie Nelson from the Department of Agriculture and discussed her business, she is interested in applying for a GTA grant for a walk in Cooler as her business has grown so has her need for more cooler space. I have not heard back from Donna on this application so far.

**Beartooth Fertilizer- Fox, MT** - Beartooth Food and Ag staff is assisting Chris Skorupa of Beartooth Fertilizer in applying for funding to purchase mixing equipment for a line of all natural fertilizer made from area feedlot compost. Staff has met in person and worked over the phone to discuss portions of this application with Chris.

**MT Hemp- Bozeman, MT** - Jaimie Fetterer is in his first year of growing a processing hemp on 160 acres near Bozeman, MT. We have discussed his desire to form a cooperative that would purchase processing equipment and let contracts to purchase the hemp seeds for processing, however if the co-op is unsuccessful he would like to work with Beartooth FADC to form a business plan and apply for a grant to purchase processing equipment either this year or next year.

**Millers Custom Processing- Roberts, MT** - Small meat processing plant in Roberts, MT is currently for home use but is set up for commercial the owner is interested in Growth Through Ag grant for cooler equipment and assistance in applying for state certification to begin commercial processing.

**Daniels Gourmet Meats and Sausages- Bozeman, MT** - Austin Daniels owns a small meat shop that is being developed in Bozeman and is developing a business plan while remodeling a space that has been leased; his business has been approved by the town of Bozeman as a meat plant. The business is interested in a Growth Through Ag grant for a couple of pieces of equipment, we have begun working on the application.

**Becky's Berries- Absarokee, MT** - Becky Stahl has been a client of Beartooth for several years and we last assisted her with development of an expansion plan for her Jams, Jellies and Barbeque sauce business. Beartooth FADC staff has worked with Small Business Development Center to assist Becky in developing a Growth Through Ag grant for equipment for her new processing footprint which is scheduled to be completed this spring.

**406 Butcher Shop- Billings, MT** - Beartooth Food and Ag Development Center staff is assisting Eric Nordland in applying for a Growth Through Ag grant for equipment needing in his startup Meat processing business in Billings, MT. The space is rented and he is remodeling we have worked with Small BDC on his financials and he is nearing completion of his GTA application.

**Billings Mushroom Business- Billings, MT** - Dan Mcadams is looking to start a business in billings producing fresh mushrooms for sale to restaurants and direct to consumers. We have assisted him in developing financial projections and a Growth Through Ag grant for equipment to begin his business.

**Cold Coffee Business- Red Lodge, MT** - Beartooth Food and Ag Development Center has worked with Andy Simpson on his cold coffee start up business, he is interested in looking at a USDA grant this spring.

**Robbie Cattle Co- Park City, MT** - Beartooth Food and Ag staff met with Mitzi and Scott Robbie and discussed their business which includes a cattle brokerage business, cattle feedlot, cattle trucking business and now they would like to develop a fully inspected meat processing business to direct market beef. We discussed other similar beef plants in the area they could tour and get a feel for how much investment and staffing may be necessary and what the food safety and environmental regulations are needed to take into consideration before construction. Beartooth Food and Ag staff is assisting Mitzi with the development of the grant for the development of engineering plans for the meat plant.

**Jack Snappy Cattle Co- Broadview, MT** - Beartooth Food and Ag staff has been working with Tom Hogan of Jack Snappy Cattle Co for several months he has now decided that instead of applying for Growth Through Ag grant for his business direct marketing his custom finished cattle, he has instead switched gears and is working on developing a DNA sampling and testing business for cattle producers and may need assistance with that in the future.

**Immigrant Farms and Yellowstone Hops- Livingston** - Beartooth FADC has been working with Mark Nardin on two businesses that he is involved with in the Livingston area. He is applying for Growth Through Ag funds for both businesses and we will assist with the applications.

### **On Going Growth Through Ag Projects**

**NRCS- RCPP Project** - Huntley, MT Contact- Dave Dougherty - Beartooth staff has been meeting monthly with the group to develop scoring criteria for applicants and a selection process for interested producers in each county. The group also discussed and developed a producer outreach meeting for December 6th in Joliet and in Hardin December 7th for interested applicants. At the last meeting the group discussed the deadline for applications for this funding through NRCS being in January with a projected ranking deadline in February. Also discussed was the process to hire a consultant to assist with administration of the projects once the projects are awarded potentially in March 2018.

**Northern Plains Resource Council- Community Food Campaign** - Location- Billings, MT  
Contact- Alicia Pettys - Beartooth FADC staff continues to discuss the Local foods challenge with Maggie Zaback and will continue to work on the implementation of the initiative. We also discussed the status of the Big Sky Trust Fund Grant they have hired a qualified professional to work on the development of their feasibility plan, FADC staff has talked to him by phone and will continue to work with them on this project.

**Blain Ranch** - Joliet, MT - Scott Blain is a generational agriculture producer in the area that has produced pulse crops in the last couple of years and now is interested in processing lentils after they are harvested and packaging for resale and possibly utilizing some for the development of food products that would be available for wholesale and retail. Beartooth Food and Ag staff assisted him in applying for a GTA grant for processing and storage equipment. The Growth Through Ag committee granted the Blain Ranch \$5,000.00 toward development of their lentil recipes and potentially labeling. This project has not been completed and is on hold, the owner has recently become the Joliet District representative on the Carbon County Board of Commissioners.

**Stetson Farms** - Fromberg, MT - This grant for equipment was completed and the project has allowed this business to be more successful.

**C&K Meats** - Forsyth, MT - This Growth Through Ag Grant has been completed, the Beartooth Food and Ag staff has assisted with two successful GTA applications that have assisted the business in expanding the business footprint and allowing them to process more product efficiently.

**Emmet's Meats** - Columbus, MT - Emmet's Meats in Columbus, formerly Stillwater Packing received a Growth Through Ag grant in the amount of \$25,000.00 that matched a loan for the purchase of an automated patty making machine that relieved a bottle neck the business had in their processing line. This project has been completed and has allowed the business to process more custom meat per day, increasing their outflow and profitability.

**Regular City Council Meeting**

**Meeting Date:** 12/18/2017

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

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

**Department:** Airport

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

The Transportation Security Administration (TSA) wishes to continue to lease office space in the Airport Terminal Building. The most recent Lease was approved by the City Council in 2012 and expired on May 31, 2017. The 2012 Lease has been in holdover since the May expiration, and TSA has continued to pay for and occupy the space while staff worked with the General Services Administration (GSA) on a Lease renewal for the TSA. The new Lease is for 1,961 square feet of office space on the second floor of the Terminal Building, and will be for a ten-year term, with the first five years a firm term. The Lease commences June 1, 2017 and expires on May 31, 2027.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the Terminal Building Lease renewal with the U.S. Government for the benefit of the TSA; or
- Disapprove the Terminal Building Lease renewal with the U.S. Government for the benefit of the TSA.

**FINANCIAL IMPACT**

The rent for the first five years is a fixed rate, with the rent for the last five years to be re-calculated and determined no less than 90 days prior to the new rate becoming effective. The Lease will generate \$94,096.68 of annual revenue for the City's Airport and \$470,483.40 for the initial firm five-year term. A new rental rate would be determined for years 6-10 of the Lease if the TSA opts to continue with the Lease for the additional five years.

**RECOMMENDATION**

Staff recommends Council approve and the Mayor sign the Terminal Building Lease renewal with the U.S. Government for the benefit of the TSA.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 12/18/2017

**TITLE:** Approval of Amendment One With Morrison-Maierle for the Terminal Expansion Project Preliminary Design

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

**Department:** Airport

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

On August 14, 2017, the City Council approved the Engineering Agreement with Morrison-Maierle, Inc. for the design and construction oversight of the future Airport Terminal Building Expansion Project.

Under Amendment #1 to that Agreement, Morrison-Maierle, Inc. will provide preliminary design, project management, the selection of an Architect and General Contractor/Construction Manager (GC/CM), the evaluation of existing building systems, and the schematic designs of the Airport's civil, structural, mechanical, and electrical services. The scope of work and associated fees have been negotiated by staff and are acceptable for this engineering work. A copy of this Amendment is on file in the City Clerk's Office.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve Amendment #1 with Morrison-Maierle, Inc. for the engineering services required for the Terminal Expansion Preliminary Design; or
- Decline to approve Amendment #1 with Morrison-Maierle, Inc., and provide staff direction on how to proceed.

**FINANCIAL IMPACT**

The total cost of Amendment #1 is \$619,326. The project is included in the current budget and funding is available in the Airport's Capital Account, as well as the FAA Airport Improvement Program (AIP) grant funds. AIP grant funds will cover 90% or \$557,393.

**RECOMMENDATION**

Staff recommends the City Council approve Amendment #1 with Morrison-Maierle, Inc., for the amount of \$619,326, to provide preliminary design services for the Terminal Expansion Project.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 12/18/2017

**TITLE:** Approval of Amendment Three with Morrison-Maierle for the BLM Storage Facility Project

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

**Department:** Airport

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

On April 10, 2017, the City Council approved a five-year contract with Morrison-Maierle, Inc. to provide all Civil Engineering Services for the Airport, including the project designs, surveys, development of project plans, specifications and bidding documents, and construction administration. The five-year term contract is amended each time a project is undertaken, and Amendment #3, for \$91,370 includes all of the services listed above for this project.

The Bureau of Land Management (BLM) currently leases two hangars in the Airport Business Park that were once part of the Air Force Fighter Interceptor Base built in 1965. These hangars are utilized as storage for the wild lands fire fighting cache operated by the BLM. These hangars are scheduled to be removed early next year as part of the north side aircraft parking area expansion. In order to remove these hangars, the fire cache supplies must first be relocated. This project will provide an 8,000 square foot metal storage building located outside of the Airport's Secured Area adjacent to other BLM storage facilities. The scope of work and associated fees for this project have been negotiated by staff and are acceptable for the engineering work. A copy of this Amendment is on file in the City Clerk's Office.

Staff is currently negotiating a lease agreement with the BLM for the new warehouse that will recoup the City's investment in the new building and provide a long term rental revenue source.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve Amendment #3 with Morrison-Maierle, Inc. for the engineering services required for the BLM storage facility; or
- Decline to approve Amendment #3 with Morrison-Maierle, Inc., and direct staff on how to proceed.

**FINANCIAL IMPACT**

The total cost of Amendment #3 is \$91,307. The project is included in the current budget and funds are available in the Airport's Capital Account.

**RECOMMENDATION**

Staff recommends the City Council approve Amendment #3 with Morrison-Maierle, Inc. for the amount of \$91,307 to provide engineering services for the BLM Storage Facility project.

**APPROVED BY CITY ADMINISTRATOR**



**Regular City Council Meeting**

**Meeting Date:** 12/18/2017

**TITLE:** Amended Plat of Cardwell Ranch Subdivision, 1st Filing

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

**Department:** Public Works

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Cardwell Ranch Subdivision, 1st Filing, was platted with access control on Grand Avenue and 30th Street West. The developers of Cardwell Ranch desire to relocate two of the accesses that were originally proposed. There is an access off of Grand Avenue between Golden Valley Circle and 30th Street West and they want to move it approximately 100 feet to the west. The access opening off 30th Street West is proposed to be wider to allow the developer to construct a median in the future in Meadow View Drive. Both accesses serve private streets within Cardwell Ranch Subdivision. The City Engineer's Office has reviewed the impacts of these access changes and have no concerns. Attached is a copy of the amended plat of Cardwell Ranch, 1st Filing, with the two accesses in question highlighted.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the subdivision plat for Cardwell Ranch Subdivision, 1st Filing, or;
- Disapprove the subdivision. If not approved, they will have to re-design their site utilizing the existing access points.

**FINANCIAL IMPACT**

There is no financial impact to the City with acceptance of this plat.

**RECOMMENDATION**

Staff recommends that the City Council approve the amended subdivision plat for Cardwell Ranch Subdivision, 1st Filing.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Amended Subdivision Plat

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AMENDED PLAT OF LOTS 3, 4, 6, 7, 11, 12, 13, 14, 15 & 16, BLOCK 2,

# CARDWELL RANCH SUBDIVISION, FIRST FILING

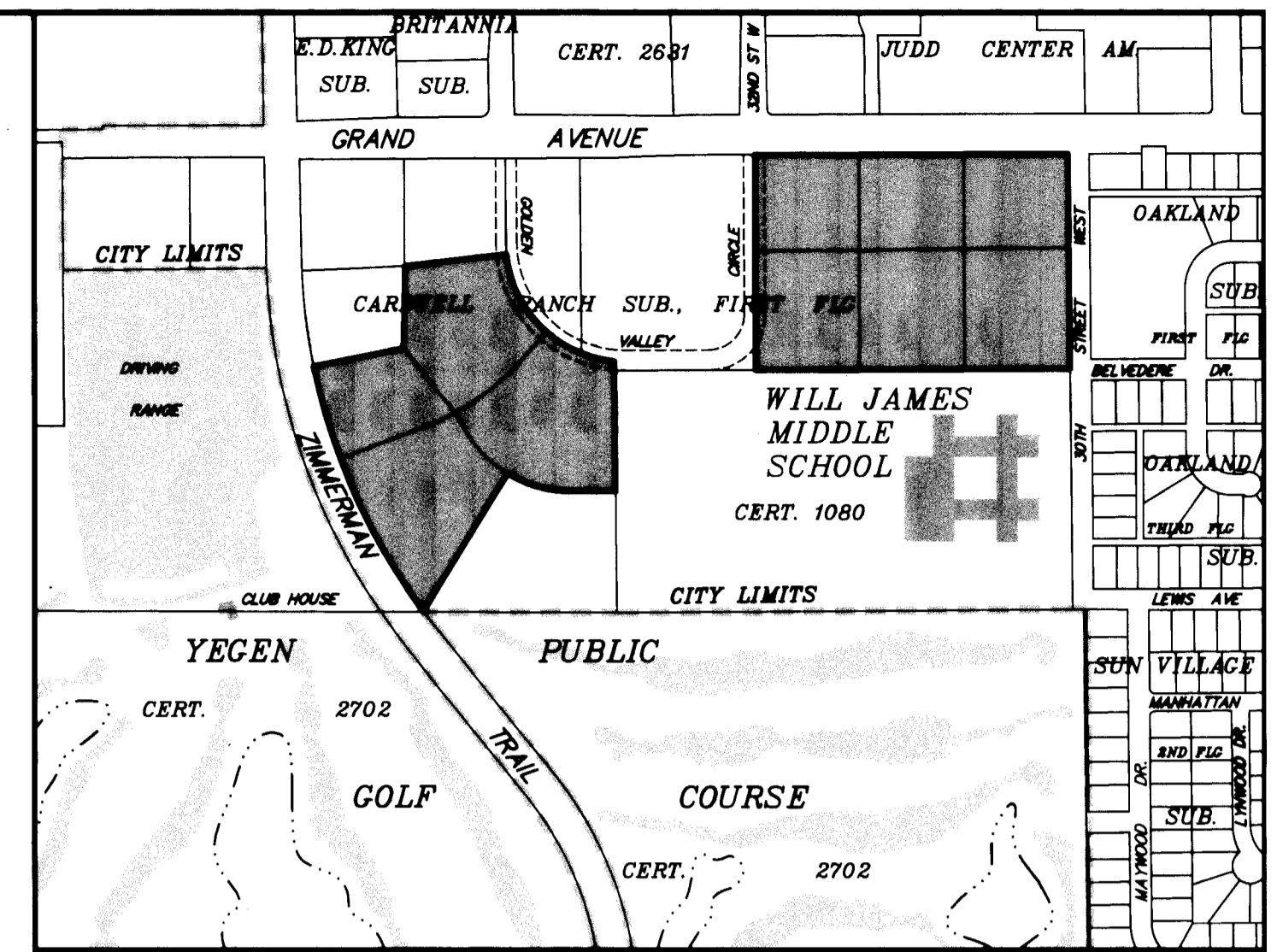
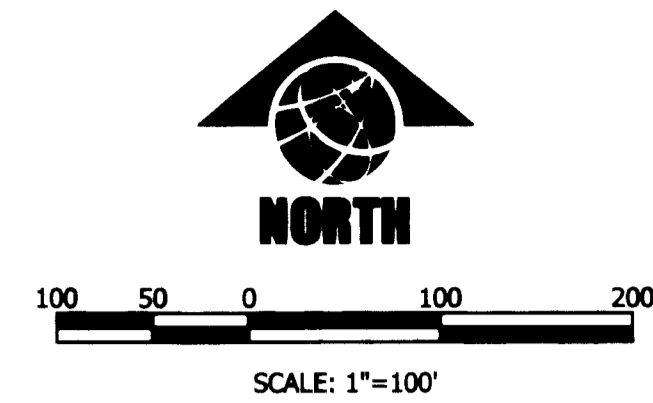
SITUATED IN THE NW1/4 OF SECTION 1 & THE NE1/4 OF SECTION 2, T. 1 S., R. 25 E., P.M.M.,  
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : YEGEN GRAND AVENUE FARM, INC.

AUGUST, 2017

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



VICINITY MAP  
NOT TO SCALE

THIS PLAT HAS BEEN PREPARED TO (1) AGGREGATE ADJACENT PARCELS, (2) RELOCATE THE BOUNDARY LINES OF ADJACENT PARCELS, (3) RELOCATE AN EXISTING ACCESS ON GRAND AVENUE, (4) REVISE AN EXISTING ACCESS ON 30TH STREET WEST, (5) CREATE ADDITIONAL RECIPROCAL ACCESS EASEMENTS AND (6) & REVISE IRRIGATION & UTILITY EASEMENTS. NO ADDITIONAL LOTS ARE BEING CREATED WITH THIS PLAT.

### LANDOWNERS STATEMENT: AGGREGATION OF LOTS, BOUNDARY LINE RELOCATION, & ACCESS RELOCATION

The undersigned hereby certifies that the purpose of this survey is to aggregate existing lots within a platted subdivision and to relocate the common line between 5 or fewer lots; no additional lots are being hereby created. Therefore this amended plat is exempt from review as a subdivision pursuant to Section 76-3-207(1)(d) & (1)(f), M.C.A. Pursuant to ARM 24.183.1104(1)(f)(iii)(C), the area that is being removed from one tract of record and joined with another tract of record is not itself a tract of record. Said area shall not be available as a reference legal description in any subsequent real property transfer after the initial transfer associated with the amended plat on which said area is described, unless said area is included with or excluded from adjoining tracts of record.

Furthermore, the undersigned hereby certifies that the purpose of this survey is to relocate a 44' wide access to the location shown hereon and abandon the original location created with the platting of Cardwell Ranch Subdivision, First Filing. No additional lots are being hereby created. Therefore, this amended plat does not create a division of land and is not subject to review as a subdivision. This amended plat has been prepared pursuant to Section 76-3-404(1)(c), M.C.A. which "discloses evidence to suggest alternate locations of lines or points".

This amended plat is not subject to review by the Department of Environmental Quality pursuant to ARM 17.36.605(2)(b)(i) & (ii) for "a parcel that has a previous approval issued under Title 76, Chapter 4, Part 1, M.C.A."

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever.

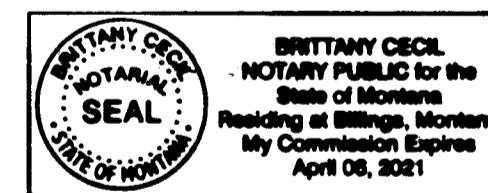
YEGEN GRAND AVENUE FARM, INC.

By: *[Signature]* Title: *President*

STATE OF MONTANA )  
County of Yellowstone ) ss

On this 27th day of November, 2017, before me, a Notary Public for the State of Montana, personally appeared Charles G. Yeegen, known to me to be the person who signed the foregoing instrument as President of YEGEN GRAND AVENUE FARM, INC., and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

*[Signature]*  
Notary Public in and for the State of Montana



### CERTIFICATE OF SURVEYOR

STATE OF MONTANA )  
County of Yellowstone ) ss

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of August, 2017, a survey was performed under his supervision of a tract of land situated in the NW1/4 of Section 1 & the NE1/4 of Section 2, T. 1 S., R. 25 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to wit:

Lots 3, 4, 6, 7, 11, 12, 13, 14, 15 & 16, Block 2, Cardwell Ranch Subdivision, First Filing, according to the official plat on file in the office of the clerk and recorder of Yellowstone County, Montana, under Document No. 3510813; said described tract having a gross and net area of 23.194 acres.

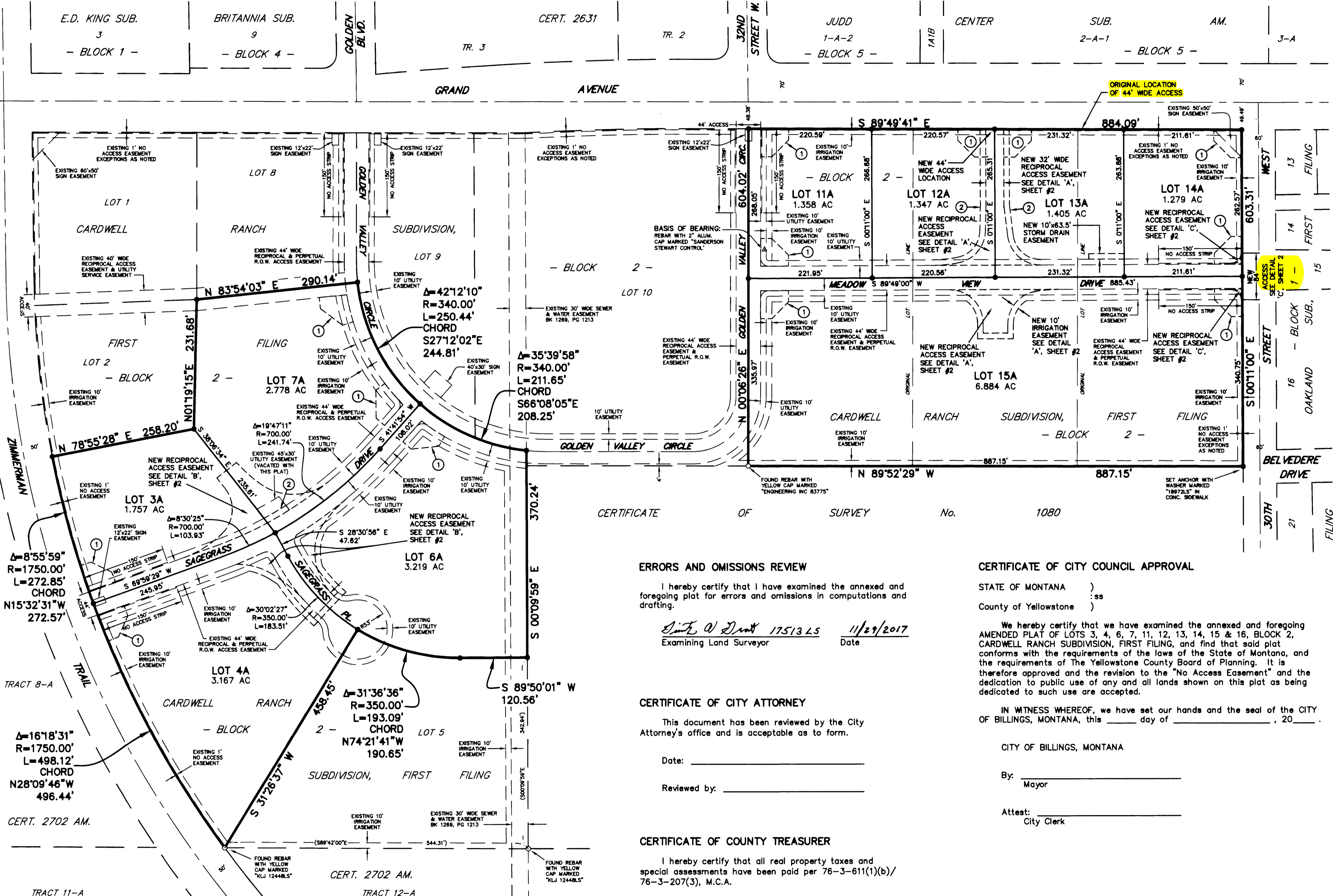
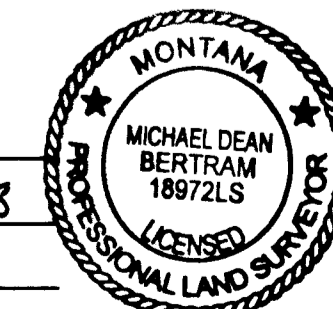
That the monuments found are of the character and occupy the positions shown hereon, that said survey and the plat hereof shows true and correct dimensions and that the plat conforms with the work on the ground.

SANDERSON STEWART

By: *[Signature]*

Montana License No. 18972LS

Date: November 21, 2017



### ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting.

*[Signature]* 17513LS 11/21/2017  
Examining Land Surveyor Date

### CERTIFICATE OF CITY ATTORNEY

This document has been reviewed by the City Attorney's office and is acceptable as to form.

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

Reviewed by: \_\_\_\_\_

### CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76-3-611(1)(b)/76-3-207(3), M.C.A.

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

Yellowstone County Treasurer

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

### CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA )  
County of Yellowstone ) ss

We hereby certify that we have examined the annexed and foregoing AMENDED PLAT OF LOTS 3, 4, 6, 7, 11, 12, 13, 14, 15 & 16, BLOCK 2, CARDWELL RANCH SUBDIVISION, FIRST FILING, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of the Yellowstone County Board of Planning. It is therefore approved and the revision to the "No Access Easement" and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF BILLINGS, MONTANA, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF BILLINGS, MONTANA

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

Attest: \_\_\_\_\_ City Clerk

**BASIS OF BEARING:** THE BASIS OF BEARINGS FOR THIS SURVEY HAS BEEN DERIVED FROM GPS OBSERVATIONS AND IS BASED ON A NAD 83, LAMBERT CONFORMAL CONIC, SINGLE PARALLEL, LOW DISTORTION PROJECTION FOR THE CITY OF BILLINGS; HAVING A POINT OF ORIGIN AT 45°47'00"N LATITUDE AND 108°25'00"W LONGITUDE WITH A SCALE FACTOR OF 1.0001515. THE GRID-TO-GROUND COMBINED SCALE FACTOR AT A 5/8" REBAR WITH 2" ALUM. CAP MARKED "SANDERSON STEWART CONTROL" IS 0.9999981371. THE CONVERGENCE ANGLE IS -0°07'41". DISTANCES ARE INTERNATIONAL FEET. FOR THIS SURVEY, GRID DISTANCE IS ESSENTIALLY EQUAL TO GROUND DISTANCE.

- △ FOUND CONTROL POINT, REBAR WITH 2" ALUM. CAP MARKED "SANDERSON STEWART CONTROL".
- FOUND SURVEY MONUMENT, AS NOTED
- SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE SURVEYOR'S LICENSE NUMBER AND "SANDERSON STEWART", OR AS NOTED
- ① NEW 50'x50' SIGN EASEMENT. SEE DETAIL FOR ADDITIONAL INFORMATION.
- ② NEW 10' WIDE UTILITY EASEMENT. SEE DETAILS ON SHEET #2 FOR ADDITIONAL INFORMATION.

NOTE: ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.



NEW SIGN EASEMENT DETAIL  
NOT TO SCALE

AMENDED PLAT OF LOTS 3, 4, 6, 7, 11, 12, 13, 14, 15 & 16, BLOCK 2,  
**CARDWELL RANCH SUBDIVISION, FIRST FILING**  
 SITUATED IN THE NW1/4 OF SECTION 1 & THE NE1/4 OF SECTION 2, T. 1 S.,  
 R. 25 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : YEGEN GRAND AVENUE FARM, INC.

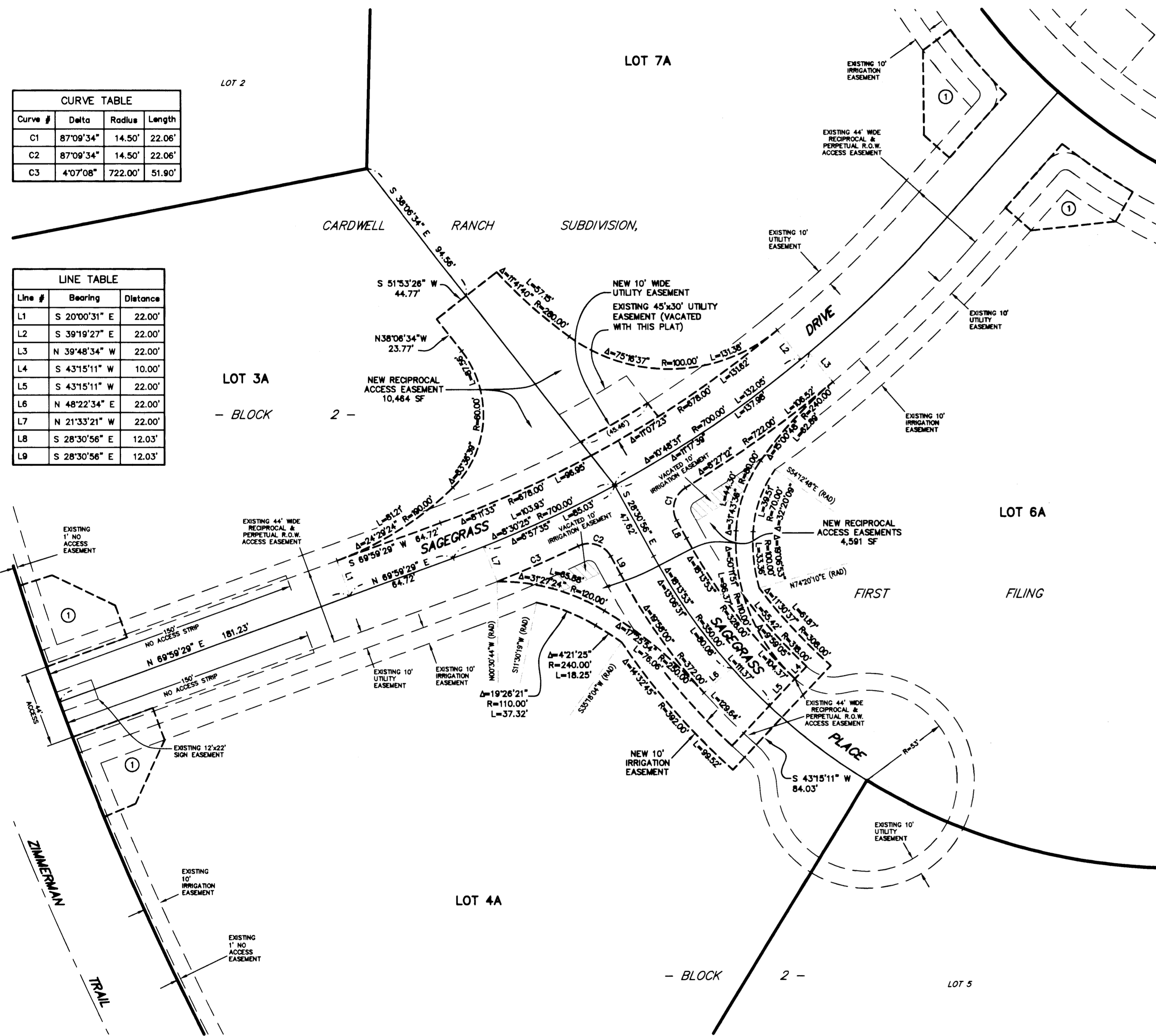
AUGUST, 2017

PREPARED BY : SANDERSON STEWART

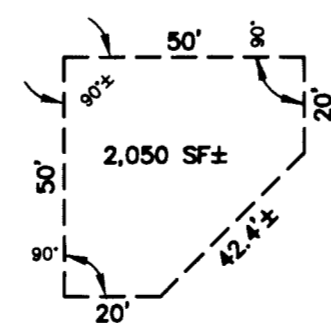
BILLINGS, MONTANA

Curve #	Delta	Radius	Length
C1	87°09'34"	14.50'	22.06'
C2	87°09'34"	14.50'	22.06'
C3	4°07'08"	722.00'	51.90'

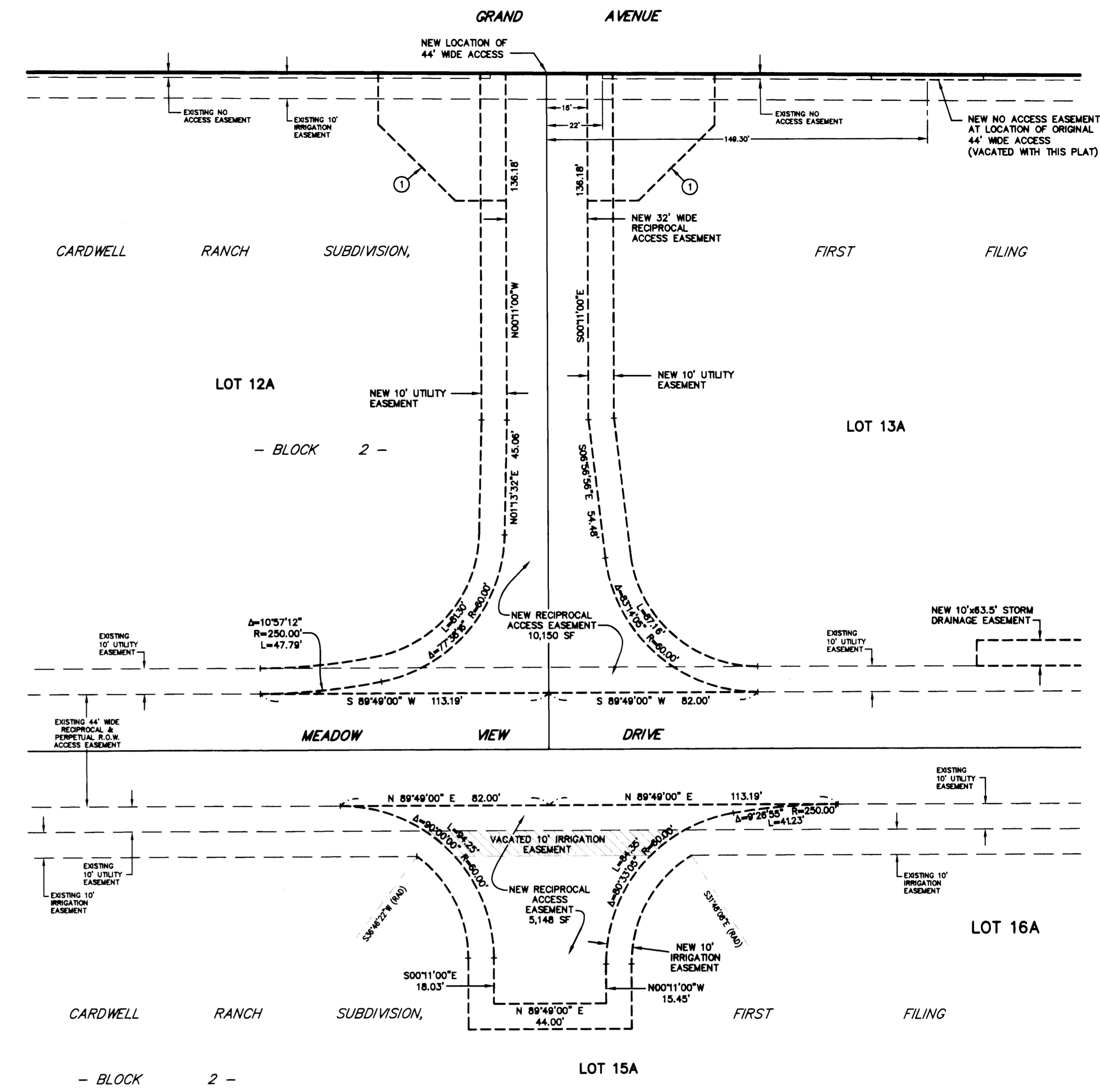
Line #	Bearing	Distance
L1	S 20°00'31" E	22.00'
L2	S 39°19'27" E	22.00'
L3	N 39°48'34" W	22.00'
L4	S 43°15'11" W	10.00'
L5	S 43°15'11" W	22.00'
L6	N 48°22'34" E	22.00'
L7	N 21°33'21" W	22.00'
L8	S 28°30'56" E	12.03'
L9	S 28°30'56" E	12.03'



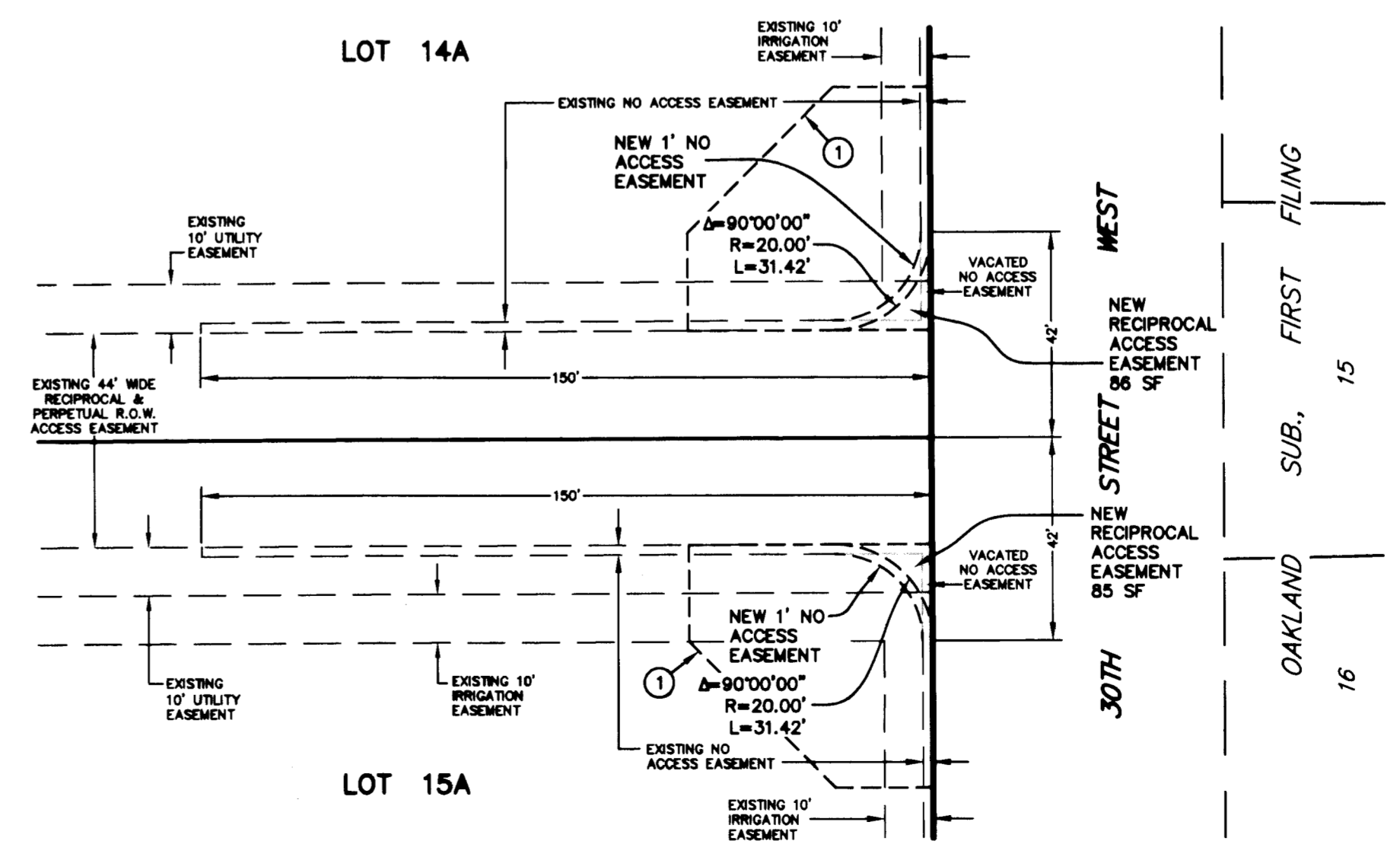
**DETAIL 'B'**  
 SCALE: 1"=40'



**NEW SIGN EASEMENT DETAIL**  
 NOT TO SCALE



**DETAIL 'A'**  
 SCALE: 1"=30'



**DETAIL 'C'**  
 SCALE: 1"=30'

THIS PLAT HAS BEEN PREPARED TO (1) AGGREGATE ADJACENT PARCELS, (2) RELOCATE THE BOUNDARY LINES OF ADJACENT PARCELS, (3) RELOCATE AN EXISTING ACCESS ON GRAND AVENUE, (4) REVISE AN EXISTING ACCESS ON 30TH STREET WEST, (5) CREATE ADDITIONAL RECIPROCAL ACCESS EASEMENTS AND (6) & REVISE IRRIGATION & UTILITY EASEMENTS. NO ADDITIONAL LOTS ARE BEING CREATED WITH THIS PLAT.

**Regular City Council Meeting**

**Meeting Date:** 12/18/2017

**TITLE:** Falcon Ridge Estates Subdivision, 3rd Filing - Preliminary Major Plat

**PRESENTED BY:** Wyeth Friday

**Department:** Planning & Community Services

**Presentation:** No

**PROBLEM/ISSUE STATEMENT**

On October 2, 2017, Sanderson Stewart, agent for Falcon Ridge I, LLC, owners, applied for preliminary major plat approval for Falcon Ridge Estates Subdivision, 3rd Filing. The proposed subdivision creates 35 new lots for single-family residential development. The subject property is generally located on the south side of Masters Boulevard, east of Golden Acres Drive. The property is zoned Residential Multi-Family-Restricted (RMF-R). The Yellowstone County Board of Planning conducted a public hearing on November 28, 2017.

**ALTERNATIVES ANALYZED**

In accordance with state law, the City Council has 60 working days to act upon this major preliminary plat. The 60 working day review period for the proposed plat ends on December 29, 2017. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 60 working day review period, the City Council is required to:

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

**FINANCIAL IMPACT**

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

**BACKGROUND**

**VARIANCES REQUESTED**

No variances from the City Subdivision Regulations have been requested.

**PROCEDURAL HISTORY**

- A pre-application meeting was held on August 17, 2017 to discuss the proposal.
- The preliminary plat application was submitted to the Planning Division on October 2, 2017.
- A departmental review meeting was conducted on October 19, 2017.
- The preliminary plat was resubmitted with revisions based on department reviews on

October 26, 2017.

- The Planning Board reviewed the plat on November 14, 2017.
- The Planning Board conducted a public hearing on November 28, 2017, and forward a recommendation to the City Council.
- The City Council will consider the preliminary plat on December 18, 2018.
- The 60 working-day preliminary plat review period ends December 29, 2017.

## **PLAT INFORMATION**

General location:	South Masters Boulevard, east of Golden Acres Drive
Legal Description:	Being Lot 10A of Amended Plat of Lots 10 & 15, Block 4, Falcon Ridge Subdivision, 1st Filing, and Lot 11A of Amended Plat of Lots 11-14, Block 4, Falcon Ridge Subdivision, 1st Filing
Owner/Subdivider:	Falcon Ridge I, LLC
Engineer and Surveyor:	Sanderson Stewart
Existing Zoning:	RMF-R
Existing land use:	Vacant
Proposed land use:	Single-family and maybe some two-family residential development
Gross and Net area:	10.444 acres; 7.436 acres
Proposed number of lots:	35
Lot size:	Max: 15,450 square feet Min: 6,033 square feet
Parkland requirements:	Parkland dedication requirements for this proposed plat have been met with previous filings.

## **STAKEHOLDERS**

Staff gave a a brief presentation about the proposed Falcon Ridge Estates Subdivision, 3rd Filing to the Planning Board. At the end of the presentation, Board President Darrell Tunnickliff asked if there were any questions from the board and there were none. He then asked if the agent or applicant wished to speak. Mac Fogelsong, agent, stood to answer any questions from the Board. Board members asked two questions. One question was regarding how the development will coordinate postal delivery sites and the other question was regarding a connection across the new road segment for the park connectivity? Mr. Fogelsong answered that they will design the proposed pull out area for the USPS delivery area and get it approved with the USPS agent. Further, he stated the road segment will most likely have a cross walk to connect the two park areas across Southern Bluffs Road. President Tunnickliff stated he was glad the developer is installing park areas and not just leaving vacant areas to be developed later.

The public hearing was opened and there was no one there to speak for or against the proposed subdivision. The public hearing was then closed. A motion was made to forward a recommendation of conditional approval, the motion was seconded and the board unanimously voted for the motion.

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

The proposed development demonstrates consistency with the 2016 Growth Policy, the 2014 Transportation Plan Update, and the Billings Area Bikeways and Trail Master Plan. These findings are discussed within the attached Findings of Fact.

## **RECOMMENDATION**

The Planning Board is forwarding a recommendation of conditional approval of the preliminary plat of Falcon Ridge Estates Subdivision, 3rd Filing, to the City Council, and adoption of the Findings of Fact as presented in the staff report.

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact:

1. To minimize the effects on local services and ensure public safety, prior to final plat approval the applicant will submit a final storm water report to City Engineering for review and approval.
2. To minimize the effects on local services, prior to final plat approval the applicant will coordinate with the USPS to determine what type of delivery system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Findings of Fact  
Proposed Plat  
Draft SIA  
Mayor's Approval Letter

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## **FINDINGS OF FACT**

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

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

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

The subject property is not currently used for agricultural purposes but is vacant land within the subdivision. Cove Ditch runs along the southern border of the land and there is City Park Land along its length. Ditches and drains shall remain in place and not be altered by the subdivider or subsequent owners. The subdivision should not affect agricultural water users' facilities and will not take any agricultural land out of production.

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

- a. **Utilities** – Water service will be provided by the City of Billings. The developer will install new water mains in all of the new local streets, new individual services to all of the lots, a single service to single family home lots and two services to lots proposed to have twin homes built on them. All new water lines and fire hydrants will be installed in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality (MDEQ). The water service will be provided by an existing 8-inch water line that is in Southern Bluffs Lane and from an existing 8-inch water line in Masters Boulevard. The extension of these lines will provide a looped system in the new filing.

Sanitary sewer service will be provided by connecting to the existing City of Billings' sewer mains. There is an existing 8-inch sanitary sewer stub located in Southern Bluffs Lane and one in Masters Boulevard. The subdivider will install new sewer mains in the local streets and individual services for each lot, or two services to a single lot where a twin home is proposed to be constructed, in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ.

MDU will provide gas services and Yellowstone Valley Electric Cooperative will provide electric services to the subdivision. Easements have been shown on the face of the plat that are acceptable to these utility providers.

**Stormwater** – Stormwater drainage for the public streets is proposed to be provided by curb and gutters that discharge into storm water pipes and eventually

to a detention pond in the southwest corner of this filing. The storm detention facility was put in place with the 2<sup>nd</sup> Filing of Falcon Ridge Estates and was designed to handle storm runoff from both the 2<sup>nd</sup> and 3<sup>rd</sup> Filings. All drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Department. A Home Owners Association (HOA) will be created and will be responsible for maintenance of the proposed storm water drainage system. The applicant will place an easement over the storm water drainage system that will allow City Engineering to repair and maintain the system and create an SID to cover costs should the HOA fail to do so. An updated Stormwater Report will be submitted and approved by City Engineering before final plat. **(Condition #1)**

- b. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.
- c. **Streets** – The applicant will be installing new roads in this filing. Southern Bluffs Lane and Falcon Ridge Circle, both will have a 56 foot right of way width. Southern Bluffs Lane and Falcon Ridge Circle shall all be 34 feet back of curb to back of curb and shall be built to City of Billings street standards. They shall be built to grade with a satisfactory subbase, base course, curb and gutter with asphalt surface. The applicant will be installing sidewalks along park land frontages and will install handicap accessibility ramps at the time of private contract for construction of roads. All sidewalks will be boulevard type sidewalks as outlined in subdivision regulations. Each home owner will be required to install the sidewalk with lot development.

There is a section of Southern Bluffs Lane that was platted with Falcon Ridge Estates 2<sup>nd</sup> Filing, that the applicant is proposing to connect to with the 3<sup>rd</sup> Filing. To make this connection the applicant will be putting a road through a strip of parkland that was dedicated to the City of Billings with the 1<sup>st</sup> Filing. In this staff report under the heading Parks and Recreation there is an explanation of what is proposed.

A Traffic Impact Study (TIS) has been submitted with previous filings that included the proposed 3<sup>rd</sup> filing. Updates to the TIS have been provided to City Engineering. Intersection improvements identified in the TIS will provide a cash contribution as outlined in the SIA under III Transportatoin D. 1. 3 prior to final plat approval.

- d. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station is located at 54<sup>th</sup> St. West and Grand Ave. (Station #7). The subdivision is located within the ambulance service area of American Medical Response (AMR).

- e. **Schools** –School District #2 provides educational services to elementary through high school students. Schools serving these students are Boulder Elementary, Ben Steele Middle School, and West High School. At the time of the writing of this staff report there was no response from the schools or district. From previous subdivisions in the area Arrowhead Elementary was over capacity, while the other schools were below, but near capacity. Also, the subdivision is currently on a bus route.
  
- f. **Parks and Recreation** – Residential subdivisions creating lots with housing densities less than one dwelling unit per ½-acre are required by State and local laws to dedicate 11% of the net land area (or provide an equivalent cash contribution) for parkland. With 35 residential lots being created with this filing the required parkland acreage would be 0.808 acres. In the previous two filings of Falcon Ridge Estates Subdivision they have provided 8.12 acres of park land, the previous two filings were required to provide 4.92 acres. The subdivision has provided 3.2 acres more parkland than required by subdivision regulations. With the third filing there will not be any additional parkland required from the developer.

Outlined earlier in this staff report it was pointed out that there is a section of Southern Bluffs Lane that was platted with Falcon Ridge Estates 2<sup>nd</sup> Filing, the applicant is proposing to make a connection to that road with the 3<sup>rd</sup> Filing. To make this connection the applicant will be putting a road through a strip of parkland that was dedicated to the City of Billings Parks Department with the 1<sup>st</sup> Filing. In the SIA it is proposed that there will be a land swap to get the road through the existing park land. The applicant is proposing to provide a 4,846 square foot parcel of land in exchange for the new right of way through the existing parkland. The amount of land that will be used to provide a new right of way to connect Southern Bluffs Lane is 3,794 square feet. The proposed land exchange has been reviewed and approved by the City Parks Department.

- g. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision and has indicated that centralized mailbox units will be required. They have requested the centralized mailbox be placed on the corner of Masters Boulevard and Southern Bluffs Lane. It needs to be placed a safe distance from the intersection to not create a traffic issue with the intersection. It will also need to provide enough space for the mail delivery person to be able to safely stop along the road edge. The developer will need to coordinate mailbox location with the postal service. **(Condition #2)**

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

The subject property is vacant property that has been planned for urban development. The property generally slopes to the south toward the Cove Ditch.

There is geotechnical study information outlined in the SIA under the heading IX. Soils/Geotechnical Study.

During development, storm water pollution prevention best management practices are required to be used and monitored to prevent erosion on exposed ground. Overall, the effect on the natural environment should be minimal.

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

There are no known endangered or threatened species on the property. There is a paragraph in the SIA that warns future lot owners of the presence of wildlife in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

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

There will be no impacts to public health, safety and welfare as a result of this subdivision.

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

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

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

#### **1. Yellowstone County-City of Billings 2016 Growth Policy**

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

**Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):**

Neighborhoods that are safe and attractive and provide essential services are much desired (p.8). Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels. (p.8)

**Home Base (healthy, safe and diverse housing options)** A mix of housing types that meet the needs of a diverse population is important. (p.9) Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.

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

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

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

The proposed subdivision lies within the jurisdiction of the Billings Area Bikeways and Trail Master Plan. A trail corridor exists within parkland dedicated to the City in the previous filings of this subdivision. This trail network will connect the subdivision to a 10-foot-wide trail (sidewalk) identified on the preliminary plat along Cove Ditch to the

south and east. This subdivision will construct the section of the 10-foot-wide trail along the Cove Ditch that runs along the east and south boundary of the subdivision. This will complete the trail in this area that runs along Cove Ditch from Falcon Ridge Subdivision into the Copper Ridge Subdivision filings to the west. There is a short term bike lane identified along Rimrock Road but this subdivision is not required to construct any trails on Rimrock Road.

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

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

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

The subject property is located within RMF-R zoning. The lot sizes conform to the requirements of this zone. Other building setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

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

The subdivider has provided utility easements as requested by MDU and YVEC on the face of the plat.

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

Legal and physical access is provided to the proposed lots from Southern Bluffs Lane, and Masters Boulevard.

**CONCLUSIONS OF FINDINGS OF FACT**

- The preliminary plat of Falcon Ridge Estates Subdivision, 3<sup>rd</sup> Filing does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy and does not conflict with the Transportation or Bikeway/Trail Plans.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.

- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

**RECOMMENDATION**

Staff recommends that the Planning Board recommend conditional approval of the preliminary plat of Falcon Ridge Estates Subdivision, 3<sup>rd</sup> Filing to the City Council, and adopt the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, December 18, 2017

---

Thomas W. Hanel, Mayor

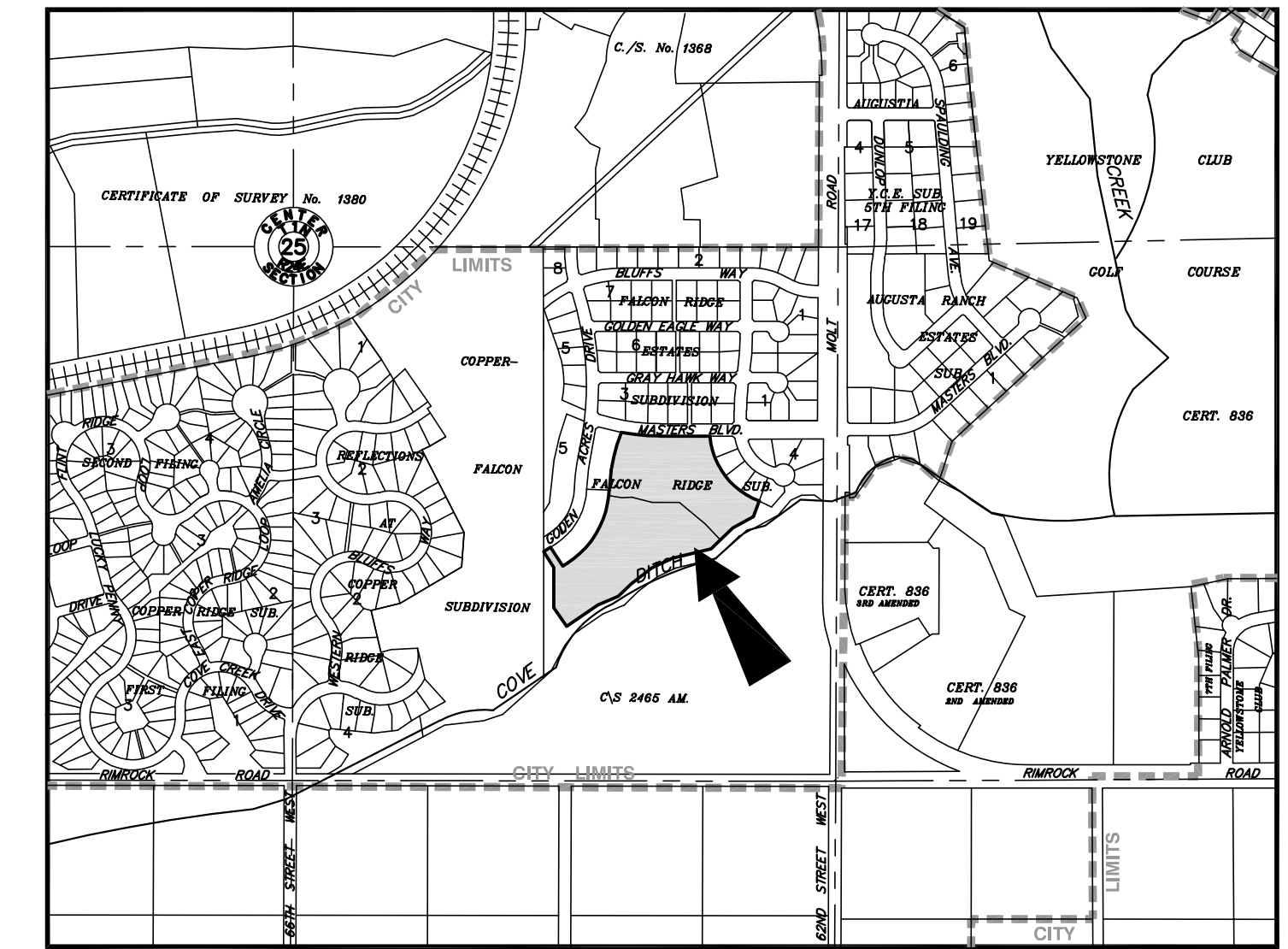
pc. Sanderson Stewart

# PRELIMINARY PLAT OF FALCON RIDGE ESTATES SUBDIVISION, 3RD FILING

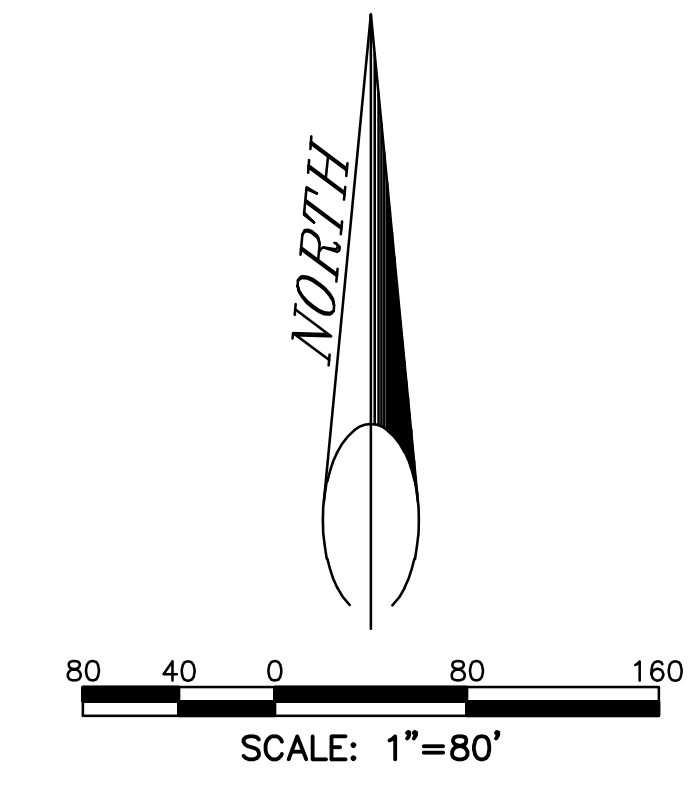
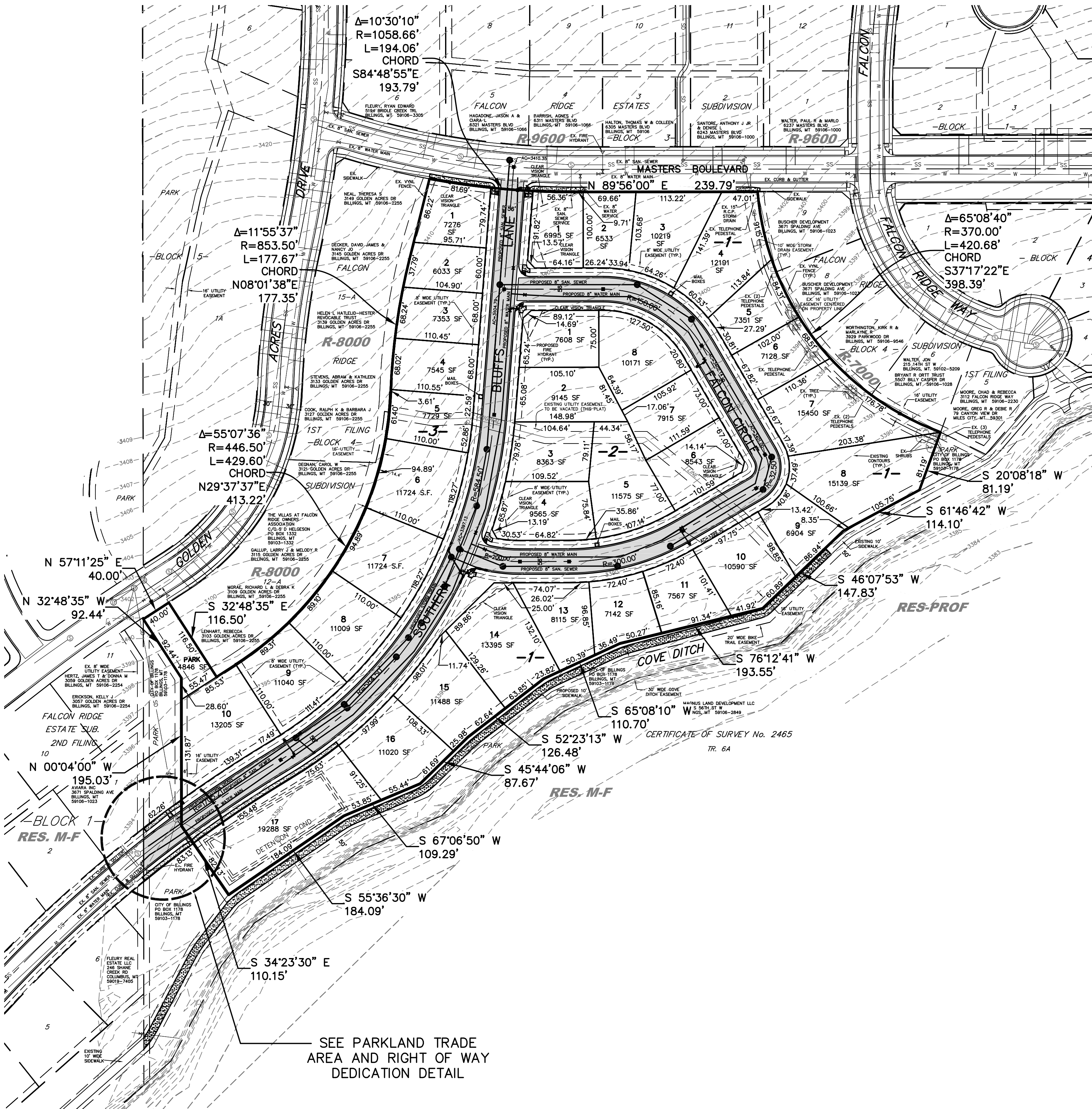
BEING LOT 10A OF AMENDED PLAT OF LOTS 10 & 15, BLOCK 4, FALCON RIDGE SUBDIVISION, FIRST FILING  
AND LOT 11A OF AMENDED PLAT OF LOTS 11-14, BLOCK 4, FALCON RIDGE SUBDIVISION, 1ST FILING  
SITUATED IN THE SE1/4 OF SECTION 25, T. 1 N., R. 24 E., P.M.M.,  
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : FALCON RIDGE I, LLC  
PREPARED BY : SANDERSON STEWART

AUGUST, 2017  
BILLINGS, MONTANA

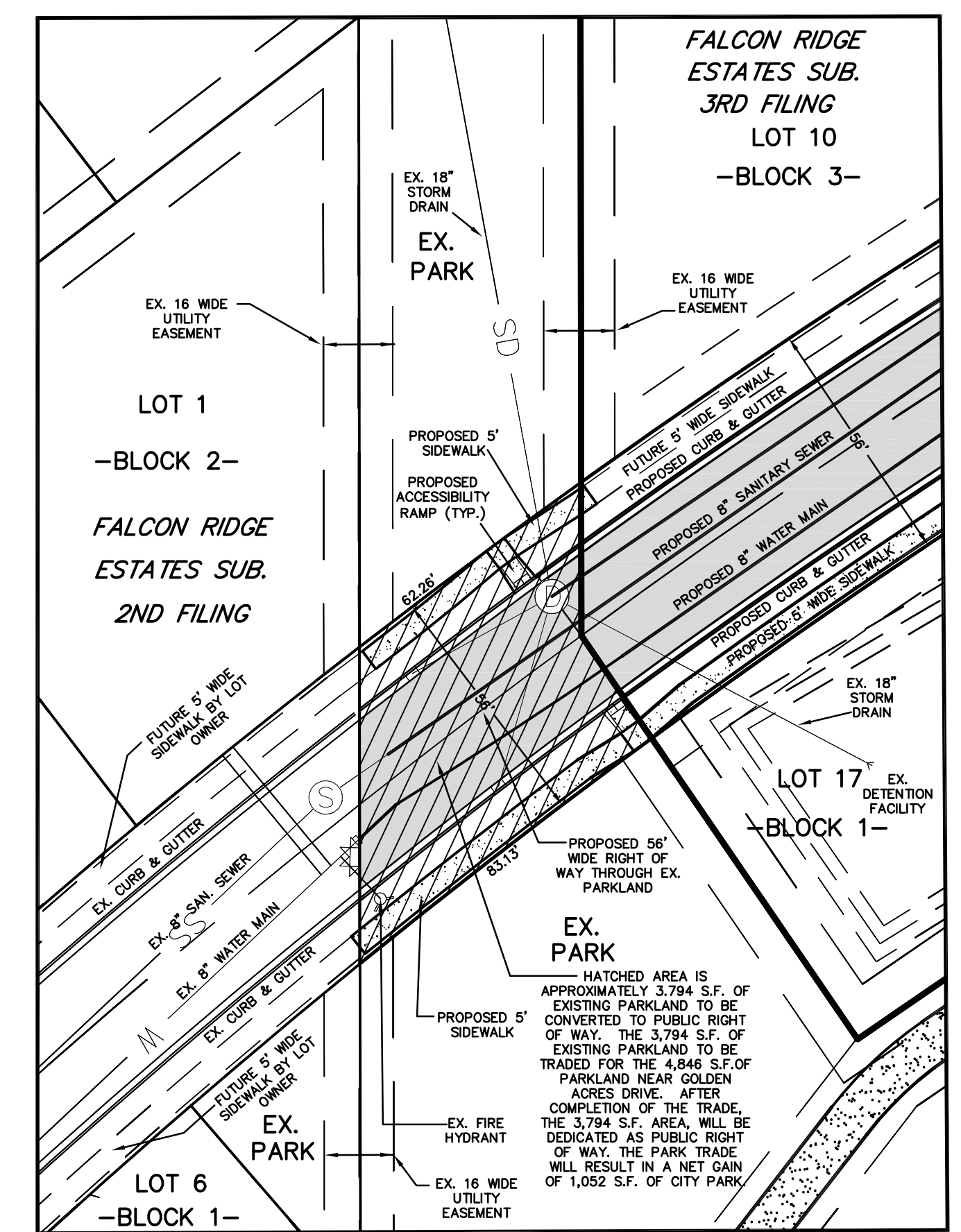


VICINITY MAP  
NOT TO SCALE



### PLAT DATA

GROSS AREA	=	10.444 AC
NET AREA	=	±7.436 AC
NUMBER OF LOTS	=	35
MINIMUM LOT SIZE	=	±6,033 SF
MAXIMUM LOT SIZE	=	±19,288 SF
LINEAL FEET OF STREETS	=	±1,914 LF
PARKLAND REQUIREMENT	=	0.818 AC.
PARKLAND DEDICATION	=	±0.111 AC + MET THROUGH PREVIOUS FILINGS PARKLAND DEDICATION
EXISTING ZONING	=	RESIDENTIAL 9600
SURROUNDING ZONING:		
NORTH	=	RESIDENTIAL 9600
SOUTH	=	RESIDENTIAL MULTI-FAMILY & RESIDENTIAL PROFESSIONAL
EAST	=	RESIDENTIAL 7000
WEST	=	RESIDENTIAL 8000
EXISTING LAND USE	=	VACANT
PROPOSED LAND USE	=	RESIDENTIAL DEVELOPMENT



EX. PARKLAND TRADE AREA AND RIGHT OF WAY DEDICATION DETAIL  
SCALE: 1"=30'

SEE PARKLAND TRADE AREA AND RIGHT OF WAY DEDICATION DETAIL

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

## **SUBDIVISION IMPROVEMENTS AGREEMENT FALCON RIDGE ESTATES SUBDIVISION, THIRD FILING**

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

## **SUBDIVISION IMPROVEMENTS AGREEMENT FALCON RIDGE ESTATES SUBDIVISION, THIRD FILING**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **FALCON RIDGE I, LLC**, whose address for the purpose of this agreement is 3671 Spalding Avenue, Billings, Montana 59106, hereinafter referred to as “Subdivider,” and the **CITY OF BILLINGS**, Montana, hereinafter referred to as “City.”

### **WITNESSETH:**

**WHEREAS**, the preliminary plat of Falcon Ridge Estates Subdivision, Third Filing, located in the City of Billings, Yellowstone County, Montana, was submitted to the Planning and Community Services Department which recommended its approval to the Yellowstone County Board of Planning; and

**WHEREAS**, at a meeting held on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by the Yellowstone County Board of Planning, the Board recommended for approval, subject to certain conditions, an area known as Falcon Ridge Estates Subdivision, Third Filing, and

**WHEREAS**, at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, the City Council approved, subject to certain conditions, a preliminary plat of Falcon Ridge Estates Subdivision, Third Filing, and

**WHEREAS**, a Subdivision Improvements Agreement is required by the City prior to approval of the final plat; and

**WHEREAS**, the provisions of this agreement shall be effective and applicable to the plat of Falcon Ridge Estates Subdivision, Third Filing, upon filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The subdivision shall comply with all requirements of the City of Billings subdivision regulations; the rules, regulations, policies, and resolutions of the City of Billings; and the laws and administrative rules of the State of Montana.

**THEREFORE, THE PARTIES TO THIS AGREEMENT**, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows.

**I. VARIANCES**

Subdivider requests no variances.

**II. CONDITIONS THAT RUN WITH THE LAND**

- A.** Lot owners should be aware that this subdivision could contain wildlife migratory routes. Consequently, owners are advised that wildlife indigenous to this area could be found on the property and may impact the developed property and interface with domestic animals, residents, and visitors. Owners may also experience problems with damage to landscaped shrubs, flowers, and gardens. Any impacts associated with wildlife and any damage arising therefrom is the responsibility of the lot owners.
- B.** Lot owners should be aware that there is a Declaration of Restrictions and Protective Covenants recorded in conjunction with this subdivision, which outlines additional requirements specific to this subdivision design.
- C.** Lot owners should be aware that the United States Postal Service mail delivery will be made only to centralized delivery locations. Such locations shall consist of 8 to 16 mailboxes per location. The location of each centralized mailbox setting is shown on the overall development plan and the private contract construction plans. Subdivider shall install the mailboxes within the private contract for the Third Filing.
- D.** Lot owners shall be advised that land is in proximity to right-of-way owned by the Burlington Northern Santa Fe Railroad, upon which they actively operate a transportation business. The noise from moving trains is clearly audible in the subdivision. This activity is protected by state law and can be expected to continue indefinitely. Subdivider, for itself and all successor owners of property within the subdivision, hereby waives any right to object and/or protest the noise created by normal operation of trains running along the railway, acknowledges that the railroad right-of-way is private property, and further acknowledges that the subdivision and successor owners of lots within the subdivision have an affirmative duty to stay off the Burlington Northern Santa Fe Railroad property and to keep children, guests, and invitees off the property.

- E.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts, which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this agreement. The Subdivider and owner specifically agree that they are waiving valuable rights, and do so voluntarily.
- F.** Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.
- G.** The lowest finished floor elevation (which includes the garage) shall be a minimum of 18-inches higher than the top of curb measured from the highest location along the lot frontage. Higher finished floor elevations shall be required on a lot by lot basis, as noted on the final plat.
- H.** The lowest openings on each home (window well, walk-out basement doors, and equivalent openings) shall be located outside drainage paths. If this is not possible, the homebuilder and lot owners must take necessary measures to protect these openings from being inundated from surface water flows; allow enough space between window wells and property lines to provide sufficient swales and drainage away from window wells; and meet applicable building codes for drainage requirements.
- I.** The developer and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.
- J.** Lots within Falcon Ridge Estates Subdivision, Third Filing are subject to the \$25.00 per lot per year fee for the existing stormwater connection to the Cove Ditch.

### **III. TRANSPORTATION**

#### **A. Streets**

*Right-of-way widths.* Southern Bluffs Lane and Falcon Circle shall be 56-foot rights-of-way. These internal access roads shall be 34 feet back of curb to back of curb. These roads shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings site development ordinance, city subdivision regulations, and Uniform Building Code.

#### **B. Sidewalks**

City and Subdivider agree that developer will install handicap accessibility ramps at time of private contract construction. The developer will install 5-foot boulevard sidewalk along Masters Boulevard with the private contract construction. The developer will also install 5-foot boulevard sidewalk in the right of way along the parkland frontage with the private contract. The developer will also install 5-foot boulevard sidewalk in the right of way along Lot 17, Block 1 with the private contract. No additional boulevard sidewalks will be installed by the developer as part of construction improvements.

Individual lot owners will be responsible for the construction of the sidewalks adjacent to their lot at the time of lot construction. Sidewalks shall be 5-foot-wide boulevard sidewalks.

#### **C. Street Lighting**

Construction or installation of streetlights in subdivision shall not be required at this time, but streetlights are included in the Waiver, which also includes a maintenance district for street light energy and maintenance.

#### **D. Traffic Control Devices**

1. The Subdivider shall furnish and install all necessary traffic control devices adjacent to the subdivision. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction. All traffic control devices shall be subject to review and approval by the City Engineering office.

2. Street name signs shall be installed at all intersections.
3. The City and Subdivider agree that the Subdivider will make cash contributions to improvements at the intersection of Rimrock Road and 62nd Street West. The calculated contribution percentage for this development is 1.33 percent. The developer will be required to make a cash contribution for this intersection improvements in the amount of \$3,325.00 prior to final plat approval.

**E. Access**

Access will be provided in two locations for the subdivision. One will be an extension of Southern Bluffs Lane and the other a connection to Masters Boulevard.

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

The Billings Bikeway and Trail Plan identifies the Cove Ditch as a connection linking other greenway corridors. Subdivider will install a 10-foot-wide pedestrian and bikeway path in the existing 20-foot-wide bike trail easement, located adjacent to the Cove Ditch easement. The Subdivider shall only be responsible for installing the path within the limits of the subdivision boundary.

**G. Public Transit**

There are no MET Transit routes that service this subdivision at this time. No improvements with regard to MET Transit vehicles are anticipated at this time.

**IV. EMERGENCY SERVICES**

Access is provided to this subdivision from two locations. The Falcon Ridge Estates Subdivision, Third Filing, will complete an extension of Southern Bluffs Lane and make a connection to Masters Boulevard. In addition, fire hydrants will be installed at the required locations as reviewed and approved by the City of Billings Fire Department.

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrant(s) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus

access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along an approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of 20-feet-wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

#### **V. STORM DRAINAGE**

All storm drainage improvements shall comply with the provisions of Chapter 28, BMCC, and shall be in accordance with the recommendations of an approved storm drain study to be submitted to the City of Billings Engineering Department by the Subdivider. The stormwater in the subdivision will be managed on-site through surface flow on the streets, inlets, piping, and an existing stormwater detention facility located in the southwest corner of the subdivision. The stormwater detention facility was constructed with Falcon Ridge Estates Subdivision, Second Filing and is located within Lot 17, Block 1. The detention facility will be located on Home Owner's Association (HOA) owned lot and shall be operated and maintained by the HOA. The detention facility was designed to account for drainage from both Falcon Ridge Estates Subdivision, Second Filing and Falcon Ridge Estates Subdivision, Third Filing. The stormwater detention facility has an existing outlet to Cove Ditch. The Subdivision will be required to retain, or provide treatment, of the water quality volume/flow on-site in accordance with the City of Billings Stormwater Management Manual (SWMM). The stormwater design for Falcon Ridge Estates Subdivision, Third Filing, will conform to the current SWMM and be reviewed by the City of Billings Public Works Department.

#### **VI. UTILITIES**

Water and sanitary sewer lines shall be sized and installed in conformance with the City design standards and specifications, and the rules and regulations of the City of Billings.

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of/to water mains and sanitary sewers to the Public Works Department, Engineering Division. The extension/connection of/to water mains and sanitary sewers are subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The developer/owner acknowledges that the subdivision shall be subject to the applicable system development fees and franchise fee in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules and regulations of, and as approved by, the City of Billings Public Works Department, Fire Department, and the Montana Department of Environmental Quality.

**A. Water**

Service to the subdivision will be provided from the existing 8-inch water main stub in Southern Bluffs Lane and from an existing 8-inch water main located in Masters Boulevard. Extension of the water mains will provide a looped system for the subdivision. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. It is anticipated that each lot shall be provided with its own separate water service and twin home lots will receive two individual water services. All water construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department.

**B. Sanitary Sewer**

Service to the subdivision will be from the existing 8-inch sanitary sewer stub located in Southern Bluffs Lane and from an existing 8-inch sanitary sewer main located in Masters Boulevard. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. Each lot shall be provided with its own service and twin home lots will receive two individual sewer services. All sanitary sewer construction improvements shall be installed in conformance with the

design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department.

**C. Power, Telephone, Gas, and Cable Television**

All telephone, gas, electrical power, and cable television lines shall be placed in designated easements outside of the right-of-way and shall be installed underground prior to surface improvements. The location of all such facilities shall be subject to approval of the City Engineer.

**VII. PARKS/OPEN SPACE**

Section 76-3-621 of the Montana Subdivision and Platting Act covers the park dedication requirement. Additionally, Section 23-1002.B.1 of the City of Billings municipal code covers parkland dedication of major subdivisions. The subdivision has 34 residential lots and parkland dedication has been met through parkland dedication from previous filings.

Southern Bluffs Lane will be extended from Falcon Ridge Estates Subdivision, Second Filing and through this development. To accomplish this extension an existing portion of parkland will need to be converted from parkland to public right of way. This will be achieved by trading a new portion of parkland for the existing parkland area. With this development, a new 4,846 square feet of parkland will be dedicated and is located adjacent to the existing parkland near Golden Acres Drive. The 4,846 square feet of new parkland is currently landscaped, irrigated and maintained by the Parks Department. The 4,846 square feet of new park will be traded for 3,794 square feet of existing parkland. The 3,794 square feet will then be dedicated as public right at the completion of the trade. The park trade will result in a net gain of 1,052 square feet of City Park.

**VIII. HOMEOWNER'S ASSOCIATION**

A homeowner's association (HOA) will be established for this subdivision to maintain the water quality features constructed of Falcon Ridge Estates Subdivision, Third Filing. The HOA will have the following responsibilities:

**A. Contact Information**

HOA shall provide contact information of the senior board official to the City Engineering Department upon the establishment of the HOA and/or changing of board members.

**B. Stormwater Drainage Facilities**

The HOA shall be responsible for the operation and maintenance of the water quality features that will be constructed for Falcon Ridge Estates Subdivision, Third Filing. The HOA shall also be responsible for the maintenance of the on-site drainage facility located on Lot 17, Block 1. The HOA documents and operations and maintenance manual will be created with the private contract plans.

**IX. SOILS/GEOTECHNICAL STUDY**

The Subdivider has retained an engineering firm to prepare a geotechnical analysis for this property. A copy of the entire geotechnical report prepared by Rimrock Engineering, Inc., dated October 25, 2017, is available for review at the City Building and/or Planning Division offices. There are variable soil conditions throughout the subdivision, and the potential exists for collapsible soils within the subdivision.

A lot specific geotechnical report shall be the responsibility of the lot owner. The Subdivider has contracted with Rimrock Engineering, Inc. to perform a preliminary geotechnical analysis for this property dated October 25, 2017.

Recommendations from the report include:

1. Approximately 6-inches of surface soils should be stripped and removed from the site, or stockpiled for use in non-structural areas.
2. Fill should be placed and compacted to a minimum of 97 percent relative compaction, in accordance with the ASTM D698 compaction test method.
3. Provide positive drainage away from residences.
4. Street subgrade, utility trenches, parking areas and concrete flatwork subgrade should be placed at a minimum of 97 percent of ASTM D698.
5. A large track hoe or specialized equipment may be required during foundation excavations, depending on the location and depth of the excavation. The boring logs should be reviewed for conditions across the site.
6. Due to the hydro-collapse and settlement potential of native soils on this site, plants should not be placed within three feet of foundations. Care should be taken with the landscaping not to create drainage obstructions,

such as concrete curbing, which will collect and retain water near the foundations.

7. As noted in the Rimrock Engineering, Inc. October 25, 2017 report, and in accordance with the International Residential Code, downspouts with 6-foot extensions should be used. Positive drainage away from all foundations should have six inches of fall in the first ten feet away from the foundations. If sufficient room is not available to construct the 10-foot slope, drainage swales should be constructed as far from the foundations as possible.

## **X. FINANCIAL GUARANTEES**

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a private contract secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be installed as approved by the City Engineering Department and Public Works Department, Distribution and Collection Division.

## **XI. LEGAL PROVISIONS**

- A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the City of Billings.
- B. The owners of the properties involved in this proposed subdivision, by signature subscribed herein below, agree, consent, and shall be bound by the provision of the agreement.
- C. The covenants, agreements, and all statements in this agreement apply to and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.
- D. In the event it becomes necessary for either party to this agreement to retain an attorney to enforce any of the terms or conditions of this agreement or to give any notice required herein, then the prevailing party giving notice shall be entitled to reasonable attorney fees and costs.
- E. Any amendments or modifications of this agreement or any provisions herein shall be made in writing and executed in the same manner as this original document, and shall after execution become a part of this agreement.

- F.** Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.



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

“CITY”

**CITY OF BILLINGS, MONTANA**

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

Attest: \_\_\_\_\_  
City Clerk

STATE OF MONTANA     )  
  :SS  
County of Yellowstone     )

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

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

Approved as to Form:

\_\_\_\_\_  
City Attorney





# CITY OF BILLINGS

THOMAS W. HANEL, MAYOR

P.O. BOX 1178  
BILLINGS, MONTANA 59103  
(406) 687-8296  
FAX (406) 657-8390

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December 18, 2017

Falcon Ridge I, LLC  
3671 Spalding Avenue  
Billings, MT 59106

Dear Property Owners:

On December 18, 2017, the Billings City Council conditionally approved the preliminary plat of Falcon Ridge Subdivision, 3<sup>rd</sup> Filing, subject to the following conditions of approval:

1. To minimize the effects on local services and ensure public safety, prior to final plat approval the applicant will submit a final storm water report to City Engineering for review and approval.
2. To minimize the effects on local services, prior to final plat approval the applicant will coordinate with the USPS to determine what type of delivery system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

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

Sincerely,

---

Thomas W. Hanel, Mayor

Pc: Sanderson Stewart

**Consent 1. J. 1.**

**Regular City Council Meeting**

**Meeting Date:** 12/18/2017

**TITLE:** Payment of Claims November 27, 2017

**PRESENTED BY:** Andy Zoeller

**Department:** City Hall Administration

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$3,947,532.32 have been audited and are presented for City Council payment approval. A complete listing of the claims dated November 27, 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\_11.27.2017

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Check Date	Check #	Name	Fund Name	Amount	Item Desc
11/27/2017	809337	Business Tax Section	Airport	\$ 1,657.74	AIP-55 Runway 10R/28L Shift - Federal
11/27/2017	809337	Business Tax Section	Park District 1	\$ 823.41	Business tax on Good Earth Works-
11/27/2017	809337	Business Tax Section	Airport	\$ 504.59	Miscellaneous Curb and Sidewalk
11/27/2017	809337	Business Tax Section	Airport	\$ 361.38	Retainage Release AIP-55 Runway 10R/28L
11/27/2017	809337	Business Tax Section	Wastewater	\$ 27,461.97	WO 14-11 Water Reclamation Facility
11/27/2017	809337	Business Tax Section	Water	\$ 474.83	WO 16-07 Interstate 90 Water Main
11/27/2017	809337	Business Tax Section	Airport	\$ 184.19	AIP-55 Runway 10R/28L Shift - Local Share
11/27/2017	809337	Business Tax Section	Park District 1	\$ 204.06	Change order #1-tax.
11/27/2017	809345	CTA Inc	Wastewater	\$ 4,951.25	WO 17-22 Belknap Service Center HVAC
11/27/2017	809345	CTA Inc	Water	\$ 14,853.75	WO 17-22 Belknap Service Center HVAC
11/27/2017	809347	Dale & Jax Door & Glass Inc	Facilities Mngmt	\$ 515.00	Inv. #19803
11/27/2017	809347	Dale & Jax Door & Glass Inc	Facilities Mngmt	\$ 1,680.00	Inv. #19809
11/27/2017	809347	Dale & Jax Door & Glass Inc	Facilities Mngmt	\$ 400.00	Inv. 19810
11/27/2017	809347	Dale & Jax Door & Glass Inc	Facilities Mngmt	\$ 4,600.00	Inv. #19782
11/27/2017	809349	Dell Computer L P	Information Resources	\$ 2,018.91	1-Dell GO i7 Processor, 512GB 2-25"
11/27/2017	809349	Dell Computer L P	Municipal Court Grants	\$ 376.22	Qty. -2 24" Dell Monitors Qty.
11/27/2017	809349	Dell Computer L P	Public Safety	\$ 6,099.76	Qty.4 Dell GO i5 Processors Qty.4 22"
11/27/2017	809350	Desert Mountain Corporation	Street/Traffic Oper	\$ 5,218.89	ice slicer used to melt snow on streets
11/27/2017	809351	DOWL	Arterial Streets	\$ 7,943.85	WO 16-05 Central Ave - Shiloh to 32nd St W
11/27/2017	809352	Downtown Billings Partnership, Inc.	Tax Increment N 27th	\$ 6,700.00	pocket park update, TIF assistance
11/27/2017	809354	Ed Bartlett, LLC	General	\$ 3,732.25	Lobbyist Contract November 2017
11/27/2017	809357	Escosupply	Airport	\$ 3,509.20	Invoice #1201773. Rubber Blades for
11/27/2017	809357	Escosupply	Street/Traffic Oper	\$ 2,713.92	plow/grader cutting edges
11/27/2017	809361	Fischer & Erwin	Water	\$ 11,058.97	CIS Refund Account #133083
11/27/2017	809370	Good Earth Works Co Inc The	Park District 1	\$ -	Irrigation replacement at Veterans Park.
11/27/2017	809370	Good Earth Works Co Inc The	Park District 1	\$ -	Change order #1 increase.
11/27/2017	809370	Good Earth Works Co Inc The	Park District 1	\$ 17,998.49	Retainage release
11/27/2017	809372	Granite Peak Pump Service Inc	General	\$ 1,225.62	Pump repair at Pioneer and Castle Rock
11/27/2017	809372	Granite Peak Pump Service Inc	General	\$ 537.96	Pump repair at Pioneer
11/27/2017	809372	Granite Peak Pump Service Inc	General	\$ 1,981.86	Pump repairs at Amend, Stewart, Lillis and
11/27/2017	809377	HDR, Inc.	Wastewater	\$ 129,870.64	WO 14-11 WWTP Nutrient Upgrade
11/27/2017	809377	HDR, Inc.	Water	\$ 20,667.92	WO 16-98 2016 Integrated Water Plan
11/27/2017	809377	HDR, Inc.	Tax Increment South	\$ 29,072.62	WO 17-06 Midland Road Improvements
11/27/2017	809379	Highmark Traffic Services Inc	Airport	\$ 3,355.20	Invoice #6553. Painting on TWY A from 10L
11/27/2017	809380	Holland & Hart LLP	Storm Sewer	\$ 8,201.34	Upper Missouri Waterkeeper Intervention
11/27/2017	809383	Iaff	Sidewalk Debt Svc	\$ 4,894.04	Payroll Summary
11/27/2017	809384	InfoSend Inc	Water	\$ 9,528.95	oct statements and postage
11/27/2017	809384	InfoSend Inc	Water	\$ 2,451.25	oct statements and postage
11/27/2017	809384	InfoSend Inc	Wastewater	\$ 6,352.63	oct statements and postage
11/27/2017	809384	InfoSend Inc	Wastewater	\$ 1,634.17	oct statements and postage
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 235.60	31202319

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11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 846.84	31202319
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 53.61	31202319
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 16.51	31305251
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 31.85	31305251
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 16.51	31202320
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 133.93	31305252
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 21.99	31202321
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 15.00	31305253
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 16.78	31202300
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 8.84	31305254
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 15.34	31202323
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 15.93	31202323
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 33.02	31305255
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 16.52	31305255
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 30.68	31202324
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 40.17	31305256
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 14.67	31203450
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 48.66	31203450
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 40.49	31305257
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 765.60	31285815
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 20.64	31305258
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 16.51	31305259
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 41.25	31305260
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 598.94	31305260
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 122.06	31305260
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 58.54	31305260
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 1,336.48	31305260
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 66.43	31305260
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 10.61	31305261
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 19.25	31305262
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 34.22	31305262
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 10.20	31305263
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 13.79	31306520
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 8.99	31306520
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 31.24	31306520
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 9.19	31417031
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 19.77	31417031
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 35.10	31417031
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 10.02	31417031
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 7.79	31417030
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 20.65	31417030

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11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 16.51	31417032
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 16.80	31417032
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 8.84	31417033
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 34.99	31417034
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 15.34	31417035
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 58.16	31417035
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 24.74	31417036
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 13.54	31417036
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 21.99	31417037
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 79.86	31417037
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 31.49	31417038
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 15.34	31417039
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 16.52	31417040
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 84.16	31417041
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 291.43	31417041
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 145.76	31417041
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 80.82	31417041
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 14.37	31417042
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 10.17	31417043
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 15.63	31418480
11/27/2017	809385	Ingram Library Services Inc.	Library	\$ 7.99	31418480
11/27/2017	809386	Inland Truck Parts Co	Solid Waste	\$ 2,883.26	1-57440
11/27/2017	809386	Inland Truck Parts Co	Solid Waste	\$ 319.18	1-57341
11/27/2017	809388	Kadrmas Lee & Jackson	Water	\$ 3,195.00	WO 17-23 King Ave W Water & Sewer
11/27/2017	809388	Kadrmas Lee & Jackson	Tax Increment South	\$ 3,308.06	WO 15-07 Orchard Lane; CO#1 01/25/2016
11/27/2017	809388	Kadrmas Lee & Jackson	Wastewater	\$ 3,195.00	WO 17-23 King Ave W Water & Sewer
11/27/2017	809391	Kemira Water Solutions, Inc	Water	\$ 79,279.55	WATER PARTS AND SUPPLIES PO NUM
11/27/2017	809391	Kemira Water Solutions, Inc	Water	\$ 77,129.83	WATER PARTS AND SUPPLIES PO NUM
11/27/2017	809392	Kinkaid Civil Construction LLC	Water	\$ 47,007.28	WO 16-07 Interstate 90 Water Main
11/27/2017	809393	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 21,434.70	upm for cold patches during winter months
11/27/2017	809393	Knife River (JTL Group Inc.)	Airport	\$ 18,235.01	Runway 10R/28L Shift - Local Share
11/27/2017	809393	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 130.19	1 1/2" crushed base
11/27/2017	809393	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 355.12	1 1/2" crushed base
11/27/2017	809393	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 1,352.96	1 1/2" crushed base
11/27/2017	809393	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 1,688.55	1 1/2" crushed base
11/27/2017	809393	Knife River (JTL Group Inc.)	Airport	\$ 49,954.41	Miscellaneous Curb and Sidewalk
11/27/2017	809393	Knife River (JTL Group Inc.)	Airport	\$ 35,777.04	Retainage Release AIP-55 Runway 10R/28L
11/27/2017	809393	Knife River (JTL Group Inc.)	Airport	\$ 164,115.14	Runway 10R/28L Shift - Federal Share
11/27/2017	809401	Montana CSED	Sidewalk Debt Svc	\$ 3,857.87	Payroll Summary
11/27/2017	809402	Montana Dakota Utilities Co	Public Safety	\$ 16.55	062 907 9494 7
11/27/2017	809402	Montana Dakota Utilities Co	CDBG	\$ 12.48	FORECLOSURE Program - 30 S

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11/27/2017	809402	Montana Dakota Utilities Co	Airport	\$ 184.96	283 116 0655 3. IP-12 Alpine. November
11/27/2017	809402	Montana Dakota Utilities Co	Airport	\$ 107.53	160 723 3573 6. USDA. November 2017
11/27/2017	809402	Montana Dakota Utilities Co	Library	\$ 1,648.79	219 924 4851 0
11/27/2017	809402	Montana Dakota Utilities Co	Airport	\$ 242.16	185 580 1000 7. TSA. November 2017
11/27/2017	809402	Montana Dakota Utilities Co	Airport	\$ 1,386.95	285 580 1000 6
11/27/2017	809402	Montana Dakota Utilities Co	Public Safety	\$ 873.30	169 233 1000 3
11/27/2017	809402	Montana Dakota Utilities Co	Airport	\$ 99.43	295 580 1000 4. Aero Interiors. November
11/27/2017	809402	Montana Dakota Utilities Co	Public Safety	\$ 587.27	885 880 1000 4
11/27/2017	809402	Montana Dakota Utilities Co	Airport	\$ 15.07	806 580 1000 6
11/27/2017	809402	Montana Dakota Utilities Co	Parking	\$ 71.45	799 152 1209 0
11/27/2017	809402	Montana Dakota Utilities Co	Wastewater	\$ 28.46	735 453 1000 2
11/27/2017	809402	Montana Dakota Utilities Co	Parking	\$ 13.66	717 353 1000 6
11/27/2017	809402	Montana Dakota Utilities Co	Airport	\$ 987.65	706 580 1000 7
11/27/2017	809402	Montana Dakota Utilities Co	Wastewater	\$ 30.71	596 733 1000 5
11/27/2017	809402	Montana Dakota Utilities Co	Airport	\$ 5,818.54	595 580 1000 1
11/27/2017	809402	Montana Dakota Utilities Co	Engineering	\$ 120.06	595 373 1000 1
11/27/2017	809402	Montana Dakota Utilities Co	Water	\$ 30.10	541 380 1000 1
11/27/2017	809402	Montana Dakota Utilities Co	P.W. Admin	\$ 80.04	595 373 1000 1
11/27/2017	809402	Montana Dakota Utilities Co	Public Safety	\$ 319.71	533 653 1000 1
11/27/2017	809402	Montana Dakota Utilities Co	Airport	\$ 100.01	229 573 1000 0. Detail Bay 1 Hertz.
11/27/2017	809402	Montana Dakota Utilities Co	Wastewater	\$ 3,412.01	293 780 1000 2
11/27/2017	809402	Montana Dakota Utilities Co	Public Safety	\$ 69.60	514 117 0478 9
11/27/2017	809402	Montana Dakota Utilities Co	General	\$ 81.53	501 473 1000 2
11/27/2017	809402	Montana Dakota Utilities Co	General	\$ 256.93	437 780 1000 9
11/27/2017	809402	Montana Dakota Utilities Co	Airport	\$ 20.26	529 573 1000 7. Detail Bay 5 Thrifty/Dollar.
11/27/2017	809402	Montana Dakota Utilities Co	Water	\$ 9.56	373 580 1000 9
11/27/2017	809402	Montana Dakota Utilities Co	Airport	\$ 96.56	429 573 1000 8. Detail Bay 4 Avis/Budget.
11/27/2017	809402	Montana Dakota Utilities Co	Airport	\$ 60.72	329 573 1000 9. Detail Bay 3 Enterprise.
11/27/2017	809402	Montana Dakota Utilities Co	Water	\$ 9.56	373 580 1000 9
11/27/2017	809402	Montana Dakota Utilities Co	Airport	\$ 132.96	629 573 1000 6. Detail Bay 2
11/27/2017	809402	Montana Dakota Utilities Co	Wastewater	\$ 3,412.01	293 780 1000 2
11/27/2017	809402	Montana Dakota Utilities Co	Wastewater	\$ 6,824.01	293 780 1000 2
11/27/2017	809402	Montana Dakota Utilities Co	Airport	\$ 378.00	129 573 1000 1. Mud Wash. November
11/27/2017	809402	Montana Dakota Utilities Co	Airport	\$ 1,100.13	889 373 1000 6. Car Wash. November 2017
11/27/2017	809402	Montana Dakota Utilities Co	Transit	\$ 1,016.03	962 880 1000 0
11/27/2017	809402	Montana Dakota Utilities Co	Parking	\$ 168.53	303 725 2591 2
11/27/2017	809402	Montana Dakota Utilities Co	Wastewater	\$ 31.86	955 043 1000 4
11/27/2017	809402	Montana Dakota Utilities Co	Facilities Mngmt	\$ 2,028.44	929 780 1000 4
11/27/2017	809402	Montana Dakota Utilities Co	Water	\$ 30.14	921 580 1000 6
11/27/2017	809404	Montana Radiator Works	Transit	\$ 1,778.00	AUTO & TRUCK MAINT.ITEMS
11/27/2017	809404	Montana Radiator Works	Street/Traffic Oper	\$ 1,203.00	52033

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11/27/2017	809405	Montana State Fireman's Assoc	Sidewalk Debt Svc	\$ 3,905.75	Payroll Summary
11/27/2017	809409	Morrison Maierle Inc	Airport	\$ 17,776.59	Runway 10R/28L Shift Project - Federal
11/27/2017	809409	Morrison Maierle Inc	Airport	\$ 6,992.00	Invoice #175672. Professional Engineering
11/27/2017	809409	Morrison Maierle Inc	Airport	\$ 1,006.93	Land Acquisition Phase I - Federal Share
11/27/2017	809409	Morrison Maierle Inc	Airport	\$ 1,975.18	Runway 10R/28L Shift Project - Local Share -
11/27/2017	809409	Morrison Maierle Inc	Airport	\$ 111.88	Land Acquisition Phase I - Local Share
11/27/2017	809411	Moulton Bellingham PC	General	\$ 106.50	Stone et al v. COB
11/27/2017	809411	Moulton Bellingham PC	General	\$ 1,350.00	Terry Houser-Water and Wastewater
11/27/2017	809411	Moulton Bellingham PC	General	\$ 6,337.50	Abromeit et al v. COB
11/27/2017	809411	Moulton Bellingham PC	General	\$ 3,567.50	Ernie Watters et al v. COB
11/27/2017	809411	Moulton Bellingham PC	General	\$ 1,560.50	Good Stuff - Zoning Violations
11/27/2017	809413	MPPA Montana Police Protective Association	Sidewalk Debt Svc	\$ 3,178.42	Payroll Summary
11/27/2017	809417	Municipal Code Corp	General	\$ 4,400.00	Inv. 00298156, Legal Review of Code - 2nd
11/27/2017	809423	NorthWestern Energy	Street/Traffic Oper	\$ 11,485.36	Signal Bills
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 519.10	SILMD 008 ACCT# 0712544-6
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 563.35	SILMD 172 ACCT# 0712611-3
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 15.53	SILMD 238 ACCT# 0712672-5
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 532.29	SILMD 009 ACCT# 0712545-3
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 1,236.90	SILMD 173 ACCT# 0712612-1
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 98.94	SILMD 239 ACCT# 0712673-3
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 4,357.56	SILMD 013 ACCT# 0721276-4
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 346.33	SILMD 175 ACCT# 0712614-7
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 648.86	SILMD 241 ACCT# 0712675-8
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 1,463.54	SILMD 010 ACCT# 0712546-1
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 1,039.00	SILMD 174 ACCT# 0712613-9
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 399.85	SILMD 240 ACCT# 0712674-1
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 2,125.24	SILMD 014 ACCT# 0721277-2
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 45.37	SILMD 176 ACCT# 0712615-4
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 86.76	SILMD 242 ACCT# 0712676-6
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 469.13	SILMD 095 ACCT# 0712556-0
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 371.06	SILMD 180 ACCT# 0712618-8
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 347.01	SILMD 246 ACCT# 0712679-0
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 91.64	SILMD 018 ACCT# 0712554-5
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 544.23	SILMD 179 ACCT# 0712617-0
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 90.11	SILMD 245 ACCT# 0712678-2
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 13,899.81	SILMD 097 ACCT# 0712557-8
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 1,764.00	SILMD 181 ACCT# 0712619-6
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 1,211.86	SILMD 247 ACCT# 0712680-8
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 1,669.56	SILMD 099 ACCT# 0712558-6
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 618.44	SILMD 182 ACCT# 0712620-4
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 2,568.62	SILMD 248 ACCT# 0712681-6

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11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 2,761.51	SILMD 100 ACCT# 0712559-4
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 1,236.91	SILMD 183 ACCT# 0712621-2
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 2,862.90	SILMD 249 ACCT# 0718734-7
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 1,821.83	SILMD 107 ACCT# 0712560-2
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 395.81	SILMD 184 ACCT# 0712622-0
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 199.91	SILMD 250 ACCT# 0719001-0
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 1,281.76	SILMD 017 ACCT# 0712553-7
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 272.12	SILMD 178 ACCT# 0712616-2
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 115.66	SILMD 244 ACCT# 0712677-4
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 4,569.06	SILMD 109 ACCT# 0712561-0
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 148.43	SILMD 185 ACCT# 0712623-8
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 4,110.21	SILMD 251 ACCT# 0718801-4
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 188.80	SILMD 113 ACCT# 0712562-8
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 633.10	SILMD 186 ACCT# 0712624-6
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 578.37	SILMD 252 ACCT# 0719162-0
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 231.35	SILMD 115 ACCT# 0712564-4
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 296.85	SILMD 188 ACCT# 0712626-1
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 150.44	SILMD 254 ACCT# 0719763-5
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 983.22	SILMD 114 ACCT# 0712563-6
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 247.40	SILMD 187 ACCT# 0712625-3
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 2,024.43	SILMD 253 ACCT# 0719644-7
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 607.27	SILMD 116 ACCT# 0712565-1
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 247.40	SILMD 189 ACCT# 0712627-9
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 177.38	SILMD 255 ACCT# 0720813-5
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 3,353.19	SILMD 117 ACCT# 0712566-9
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 1,286.39	SILMD 190 ACCT# 0712628-7
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 890.91	SILMD 257 ACCT# 0720360-7
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 242.77	SILMD 118 ACCT# 0712567-7
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 441.98	SILMD 191 ACCT# 0712629-5
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 2,729.48	SILMD 258 ACCT# 0720606-3
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 160.03	SILMD 119 ACCT# 0712568-5
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 321.59	SILMD 192 ACCT# 0712630-3
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 1,377.21	SILMD 259 ACCT# 0720810-1
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 2,602.62	SILMD 121 ACCT# 0712570-1
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 791.61	SILMD 193 ACCT# 0712631-1
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 520.52	SILMD 261 ACCT# 0720705-3
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 197.91	SILMD 122 ACCT# 0712571-9
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 266.57	SILMD 194 ACCT# 0712632-9
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 3,283.46	SILMD 262 ACCT# 0720937-2
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 347.01	SILMD 123 ACCT# 0712572-7
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 222.15	SILMD 195 ACCT# 0712633-7

Check Date	Check #	Name	Fund Name	Amount	Item Desc
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 966.83	SILMD 263 ACCT# 0720716-0
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 1,012.12	SILMD 124 ACCT# 0712573-5
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 71.36	SILMD 196 ACCT# 0712634-5
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 164.11	SILMD 264 ACCT# 0721427-3
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 404.85	SILMD 125 ACCT# 0712574-3
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 71.36	SILMD 197 ACCT# 0712635-2
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 366.05	SILMD 265 ACCT# 0721556-9
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 202.43	SILMD 126 ACCT# 0712575-0
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 123.67	SILMD 198 ACCT# 0712636-0
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 47.28	SILMD 266 ACCT# 0721684-9
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 742.15	SILMD 127 ACCT# 0712576-8
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 89.07	SILMD 200 ACCT# 0712637-8
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 437.61	SILMD 270 ACCT# 0906944-4
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 519.49	SILMD 128 ACCT# 0712577-6
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 519.49	SILMD 201 ACCT# 0712638-6
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 1,044.89	SILMD 271 ACCT# 0995095-7
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 347.01	SILMD 129 ACCT# 0712578-4
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 589.12	SILMD 202 INV# 0712639-4
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 2,937.87	SILMD 272 ACCT# 0905005-5
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 131.45	SILMD 130 ACCT# 0712579-2
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 19.02	SILMD 203 ACCT# 0712640-2
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 210.82	SILMD 273 ACCT# 0926386-4
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 896.46	SILMD 131 ACCT# 0712580-0
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 374.22	SILMD 204 ACCT# 0712641-0
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 480.63	SILMD 276 ACCT# 0961926-3
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 244.11	SILMD 133 ACCT# 0712581-8
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 36.30	SILMD 205 ACCT# 0712642-8
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 862.77	SILMD 277 ACCT# 1058710-3
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 563.34	SILMD 134 ACCT# 0712582-6
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 346.33	SILMD 206 ACCT# 0712643-6
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 211.04	SILMD 278 ACCT# 1087619-1
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 544.23	SILMD 135 ACCT# 0712583-4
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 395.81	SILMD 207 ACCT# 0712644-4
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 64.29	SILMD 279 ACCT# 1124127-0
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 491.60	SILMD 136 ACCT# 0712584-2
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 262.75	SILMD 208 ACCT# 0712645-1
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 715.63	SILMD 280 ACCT# 1045653-1
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 390.47	SILMD 137 ACCT# 0712585-9
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 568.98	SILMD 209 ACCT# 0712646-9
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 426.64	SILMD 283 ACCT# 1172743-5
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 780.80	SILMD 138 ACCT# 0712586-7

Check Date	Check #	Name	Fund Name	Amount	Item Desc
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 85.64	SILMD 210 ACCT# 0712647-7
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 354.21	SILMD 285 ACCT# 1206985-2
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 260.29	SILMD 139 ACCT# 0712587-5
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 47.60	SILMD 211 ACCT# 0712648-5
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 248.44	SILMD 286 ACCT# 1296582-8
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 607.27	SILMD 143 ACCT# 0712588-3
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 47.60	SILMD 212 ACCT# 0712649-3
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 115.11	SILMD 287 ACCT# 1246537-3
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 28.79	SILMD 144 ACCT# 0712589-1
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 28.55	SILMD 213 ACCT# 0712650-1
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 1,866.62	SILMD 288 ACCT# 1303978-9
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 494.77	SILMD 145 ACCT# 0712590-9
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 496.16	SILMD 214 ACCT# 0712651-9
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 222.72	SILMD 289 ACCT# 1685375-6
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 375.93	SILMD 146 ACCT# 0712591-7
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 148.43	SILMD 216 ACCT# 0712652-7
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 132.80	SILMD 290 ACCT# 1433921-2
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 487.67	SILMD 147 ACCT# 0712592-5
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 360.05	SILMD 217 ACCT# 0712653-5
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 636.19	SILMD 292 ACCT# 1481532-8
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 1,541.64	SILMD 149 ACCT# 0712593-3
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 257.38	SILMD 220 ACCT# 0712654-3
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 247.40	SILMD 293 ACCT# 1481534-4
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 791.61	SILMD 150 ACCT# 0712594-1
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 9.07	SILMD 221 ACCT# 0712655-0
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 494.77	SILMD 294 ACCT# 1481535-1
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 665.12	SILMD 151 ACCT# 0712595-8
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 75.21	SILMD 222 ACCT# 0712656-8
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 115.66	SILMD 295 ACCT# 1481536-9
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 4,498.74	SILMD 152 ACCT# 0712596-6
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 114.20	SILMD 223 ACCT# 0712657-6
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 1,311.11	SILMD 296 ACCT# 1481537-7
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 568.98	SILMD 153 ACCT# 0712597-4
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 1,907.04	SILMD 224 ACCT# 0712658-4
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 222.67	SILMD 297 ACCT# 1481539-3
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 1,286.39	SILMD 154 ACCT# 0712598-2
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 381.00	SILMD 225 ACCT# 0712659-2
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 197.91	SILMD 298 ACCT# 1481540-1
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 520.52	SILMD 155 ACCT# 0712599-0
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 306.04	SILMD 226 ACCT# 0712660-0
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 421.05	SILMD 300 ACCT# 1662840-6

Check Date	Check #	Name	Fund Name	Amount	Item Desc
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 964.78	SILMD 157 ACCT# 0712600-6
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 619.19	SILMD 227 ACCT# 0712661-8
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 5,183.06	SILMD 301 ACCT# 1687005-7
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 838.63	SILMD 158 ACCT# 0712601-4
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 838.63	SILMD 228 ACCT# 0712662-6
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 254.13	SILMD 302 ACCT# 1607534-3
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 1,143.93	SILMD 159 ACCT# 0712602-2
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 433.76	SILMD 229 ACCT# 0712663-4
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 908.62	SILMD 305 ACCT# 1695873-8
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 751.85	SILMD 160 ACCT# 0712603-0
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 1,012.13	SILMD 230 ACCT# 0712664-2
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 195.74	SILMD 306 ACCT# 1740353-6
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 1,113.22	SILMD 161 ACCT# 0712604-8
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 607.27	SILMD 231 ACCT# 0712665-9
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 2,756.04	SILMD 307 ACCT# 2049005-8
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 63.55	SILMD 162 ACCT# 0712605-5
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 2,631.54	SILMD 232 ACCT# 0712666-7
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 276.01	SILMD 308 ACCT# 2072459-7
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 687.06	SILMD 163 ACCT# 0712606-3
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 831.79	SILMD 233 ACCT# 0712667-5
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 323.48	SILMD 309 ACCT# 2001311-6
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 395.81	SILMD 164 ACCT# 0712607-1
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 468.09	SILMD 234 ACCT# 0712668-3
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 359.44	SILMD 310 ACCT# 2060519-2
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 925.37	SILMD 165 ACCT# 0712608-9
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 523.63	SILMD 235 ACCT# 0712669-1
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 248.63	SILMD 311 ACCT# 3014475-2
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 247.40	SILMD 167 ACCT# 0712609-7
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 166.59	SILMD 236 ACCT# 0712670-9
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 284.30	SILMD 312 ACCT# 3146127-0
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 593.72	SILMD 171 ACCT# 0712610-5
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 420.56	SILMD 237 ACCT# 0712671-7
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 382.39	SILMD 315 Acct# 3305804-1
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 1,147.18	SILMD 316 Acct# 3291842-7
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 79.77	SILMD 317 Acct# 3253826-6
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 756.71	SILMD 318 Acct# 3372018-6
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 55.11	SILMD 320 Acct# 0712569-3
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 434.63	SILMD 321 Acct# 3338917-2
11/27/2017	809423	NorthWestern Energy	Light Maintenance	\$ 82.00	SILMD 322 Acct# 3402033-9
11/27/2017	809424	NorthWestern Energy	General	\$ 36.86	0789437-1
11/27/2017	809424	NorthWestern Energy	Street/Traffic Oper	\$ 5.85	0723645-8

Check Date	Check #	Name	Fund Name	Amount	Item Desc
11/27/2017	809424	NorthWestern Energy	Street/Traffic Oper	\$ 5.85	0723644-1
11/27/2017	809424	NorthWestern Energy	General	\$ 155.42	0723170-7
11/27/2017	809424	NorthWestern Energy	General	\$ 5.85	0723162-4
11/27/2017	809424	NorthWestern Energy	General	\$ 27.90	0723058-4
11/27/2017	809424	NorthWestern Energy	General	\$ 32.80	0723057-6
11/27/2017	809424	NorthWestern Energy	General	\$ 46.89	0723056-8
11/27/2017	809424	NorthWestern Energy	General	\$ 12.21	0723055-0
11/27/2017	809424	NorthWestern Energy	General	\$ 15.44	0723054-3
11/27/2017	809424	NorthWestern Energy	General	\$ -	0723051-9
11/27/2017	809424	NorthWestern Energy	General	\$ 43.82	0723042-8
11/27/2017	809424	NorthWestern Energy	General	\$ 200.34	0723037-8
11/27/2017	809424	NorthWestern Energy	General	\$ 111.49	0723035-2
11/27/2017	809424	NorthWestern Energy	General	\$ 7.20	0723036-0
11/27/2017	809424	NorthWestern Energy	General	\$ 127.02	0722933-9
11/27/2017	809424	NorthWestern Energy	General	\$ 9.04	0722905-7
11/27/2017	809424	NorthWestern Energy	Airport	\$ 598.03	1669567-8. TSA. November 2017
11/27/2017	809424	NorthWestern Energy	Airport	\$ 222.91	3446396-8. USDA. November 2017
11/27/2017	809424	NorthWestern Energy	General	\$ 5.85	0722247-4
11/27/2017	809424	NorthWestern Energy	Airport	\$ 288.77	2001848-7. Detail Bay 1 Hertz. November
11/27/2017	809424	NorthWestern Energy	General	\$ 30.02	0722293-8
11/27/2017	809424	NorthWestern Energy	General	\$ 12.77	0722292-0
11/27/2017	809424	NorthWestern Energy	Airport	\$ 40.91	1138926-9. Aero Interiors. November 2017
11/27/2017	809424	NorthWestern Energy	General	\$ 14.18	0722269-8
11/27/2017	809424	NorthWestern Energy	Airport	\$ 125.57	2001867-7. Detail Bay 5 Thrifty/Dollar.
11/27/2017	809424	NorthWestern Energy	General	\$ 46.88	0722266-4
11/27/2017	809424	NorthWestern Energy	Airport	\$ 190.62	2001865-1. Detail Bay 4 Avis/Budget.
11/27/2017	809424	NorthWestern Energy	General	\$ 108.38	0722251-6
11/27/2017	809424	NorthWestern Energy	Airport	\$ 321.25	2001855-2. Detail Bay 2 National/Alamo.
11/27/2017	809424	NorthWestern Energy	General	\$ 99.54	0722255-7
11/27/2017	809424	NorthWestern Energy	Airport	\$ 242.20	2001862-8. Detail Bay 3 Enterprise.
11/27/2017	809424	NorthWestern Energy	Airport	\$ 98.97	0712817-6. IP-House. November 2017
11/27/2017	809424	NorthWestern Energy	General	\$ 6.34	0722237-5
11/27/2017	809424	NorthWestern Energy	Airport	\$ 329.42	2001846-1. Mud Wash. November 2017
11/27/2017	809424	NorthWestern Energy	Airport	\$ 70.33	1647695-4. De Icer. November 2017
11/27/2017	809424	NorthWestern Energy	Airport	\$ 1,483.98	1993430-6. Car Wash. November 2017
11/27/2017	809424	NorthWestern Energy	Wastewater	\$ 959.71	0100606-3
11/27/2017	809424	NorthWestern Energy	Airport	\$ 928.35	0712800-2. IP-9. November 2017
11/27/2017	809424	NorthWestern Energy	Airport	\$ 270.85	0712809-3. IP-12 Alpine. November 2017
11/27/2017	809424	NorthWestern Energy	Radio	\$ 176.60	0721580-9
11/27/2017	809424	NorthWestern Energy	Airport	\$ 1,369.00	0100484-5. ARFF Facility. November 2017
11/27/2017	809424	NorthWestern Energy	Water	\$ 2,879.14	0100606-3

Check Date	Check #	Name	Fund Name	Amount	Item Desc
11/27/2017	809424	NorthWestern Energy	Airport	\$ 14.54	0712799-6. IP-8. November 2017
11/27/2017	809424	NorthWestern Energy	Airport	\$ 2,457.26	0100483-7. Runway Lights. November 2017
11/27/2017	809424	NorthWestern Energy	Water	\$ 72,938.27	0100606-3
11/27/2017	809424	NorthWestern Energy	Airport	\$ 437.16	0712792-1. IP-7. November 2017
11/27/2017	809424	NorthWestern Energy	General	\$ 109.63	Monthly electrical charges for Pioneer Park
11/27/2017	809424	NorthWestern Energy	Airport	\$ 79.52	3085107-5. New Employee Parking.
11/27/2017	809424	NorthWestern Energy	P.W. Admin	\$ 349.62	Electricity
11/27/2017	809424	NorthWestern Energy	Engineering	\$ 524.44	Electricity
11/27/2017	809424	NorthWestern Energy	Airport	\$ 64.00	07191615. ARFF Facility Lights. November
11/27/2017	809424	NorthWestern Energy	Public Safety	\$ 2,914.37	0100476-1: STATION #1 - MONTHLY
11/27/2017	809424	NorthWestern Energy	Water	\$ 4,859.32	0100540-4
11/27/2017	809429	Public Utilities	Wastewater	\$ 2,998.96	111176
11/27/2017	809438	Sletten Construction Company	Wastewater	\$ 2,718,734.43	WO 14-11 Water Reclamation Facility
11/27/2017	809439	Solid Waste Systems Inc	Fleet	\$ 215.24	100428 PO NUM 304647
11/27/2017	809439	Solid Waste Systems Inc	Fleet	\$ 727.68	100538 PO NUM 304647
11/27/2017	809439	Solid Waste Systems Inc	Solid Waste	\$ 324.94	100428
11/27/2017	809439	Solid Waste Systems Inc	Solid Waste	\$ 751.48	100418
11/27/2017	809439	Solid Waste Systems Inc	Fleet	\$ 415.53	100423 PO NUM 304647
11/27/2017	809439	Solid Waste Systems Inc	Solid Waste	\$ 525.78	99684
11/27/2017	809441	Stalker Radar	Public Safety	\$ 3,712.00	Naspro/Wisca #01611. Radar units.
11/27/2017	809441	Stalker Radar	Police Programs	\$ 15,300.00	Naspro/Wisca #01611. Radar units.
11/27/2017	809441	Stalker Radar	Public Safety	\$ 8,425.00	Naspro/Wisca #01611. Radar units.
11/27/2017	809447	Tire-Rama	Solid Waste	\$ 852.50	Tire repairs for the garbage trucks
11/27/2017	809447	Tire-Rama	Solid Waste	\$ 154.82	Tire repairs for the Landfill equipment
11/27/2017	809447	Tire-Rama	Solid Waste	\$ 482.02	Tire repairs for the Landfill equipment
11/27/2017	809447	Tire-Rama	Solid Waste	\$ 130.00	Tires for Landfill equipment
11/27/2017	809447	Tire-Rama	Solid Waste	\$ 423.30	Tires for Landfill Equipment
11/27/2017	809447	Tire-Rama	Solid Waste	\$ 2,068.00	Slime for garbage truck tires
11/27/2017	809447	Tire-Rama	Solid Waste	\$ 2,957.50	Recapped tires for the garbage
11/27/2017	809447	Tire-Rama	Solid Waste	\$ 700.50	Recapped tires for the garbage trucks
11/27/2017	809447	Tire-Rama	Solid Waste	\$ 2,206.50	Recapped tires for the garbage trucks
11/27/2017	809447	Tire-Rama	Solid Waste	\$ 3,525.00	recapped tires for the garbage trucks
11/27/2017	809447	Tire-Rama	Solid Waste	\$ 3,847.50	Recapped tires for the garbage trucks
11/27/2017	809447	Tire-Rama	Street/Traffic Oper	\$ 200.00	1050293049
11/27/2017	809448	Town & Country Supply Association	Transit	\$ 10,125.82	BUS MET PO NUM 304602
11/27/2017	809448	Town & Country Supply Association	Transit	\$ 4,255.05	BUS MET PO NUM 304653
11/27/2017	809448	Town & Country Supply Association	Fleet	\$ 12,150.65	304347 PO NUM 304646
11/27/2017	809448	Town & Country Supply Association	Transit	\$ 3,529.60	BUS MET PO NUM 304602
11/27/2017	809451	Tyler Technologies Inc	EOC 911	\$ 11,808.00	New World Pre-arrival Questionnaire
11/27/2017	809456	Veronika's Pastry Shop	Tax Increment N 27th	\$ 11,000.00	Veronika's =
11/27/2017	809457	World Book, Inc.	Library	\$ 3,043.32	Invoice 1564798

**Regular City Council Meeting**

**Meeting Date:** 12/18/2017

**TITLE:** Cable Franchise Extension Agreement

**PRESENTED BY:** Brent Brooks, City Attorney

**Department:** Legal

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

The City and Bresnan Communications, LLC (known as Charter) are negotiating a cable television franchise agreement that will replace one that expired July 9, 2017. The City Council previously approved term extensions to October 9, 2017, and December 18, 2017 so that negotiations could continue.. Staff and Community Channel Seven General manager Tim Harrington have proposed additional revisions to the franchise agreement that require Charter's review and approval. Staff is recommending a franchise agreement extension to March 26, 2018, to conclude the negotiations, present the revisions to the Mayor and Council and allow adequate public notice and hearing for the proposed 10 year renewal. A Resolution providing for and approving this extension is attached to this memo.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the extension, or;
- Disapprove the extension, allowing the current agreement to lapse.

**FINANCIAL IMPACT**

The franchise agreement fee is expected to produce about \$1.8 million in revenue for the City of Billings for Fiscal Year 2018.

**RECOMMENDATION**

Staff recommends that the City Council approve the Resolution that extends the Bresnan/Charter franchise agreement term to March 26, 2018.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Bresnan Cabke TV Franchise Extension

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**RESOLUTION NO. 17-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF BILLINGS, MONTANA  
EXTENDING A CABLE FRANCHISE AGREEMENT  
WITH BRESNAN COMMUNICATIONS, LLC**

**WHEREAS**, Bresnan Communications, LLC (“Charter”) currently holds a cable franchise with the City of Billings, granted by Ordinance (“Franchise”), on June 9, 2008; and

**WHEREAS**, Charter’s Franchise with the City of Billings originally expired on July 9, 2017, but has been extended by City Council approval to October 9, 2017; and thereafter to December 18, 2017 as City staff and Charter representatives continue to work on a revised franchise renewal agreement

**WHEREAS**, Charter filed a request for renewal of the Franchise under Section 626 of the Cable Act, and Charter and the City of Billings are engaged in ongoing renewal negotiations in accordance with Section 626(h) of the Cable Act; and

**WHEREAS**, the parties continue to reserve all rights under the formal procedures of Section 626 of the Cable Act and do not waive any rights related thereto; and

**WHEREAS**, it is in the public interest to extend the current Franchise for an additional period of time so that cable service to the public will not be interrupted; and

**WHEREAS**, the parties intend and agree that all provisions of the current Franchise as described and approved in Resolution 13-19291 and the Transfer Agreement, both dated June 24, 2013, should remain in full force and effect during the extension period provided below.

**NOW, THEREFORE**, the City Council of the City of Billings, Montana, does hereby resolve that the Charter Franchise shall be extended until through March 26, 2018 to allow finalization of a revised franchise renewal agreement; and

**FURTHER, RESOLVES** that execution of this extension shall not constitute a waiver of the City of Billings or Charter’s respective rights regarding the Franchise, and that Charter shall not be required to send another request for renewal of the Franchise under Section 626 as a result of this Extension.

**APPROVED AND PASSED** by the City Council of the City of Billings, this 18<sup>th</sup> day of December, 2017.

CITY OF BILLINGS

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

**ATTEST:**

BY: \_\_\_\_\_  
Denise R. Bohlman, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Brent Brooks, City Attorney

**ACCEPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.  
Bresnan Communications, LLC  
I/k/a Charter Communications  
By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

**Regular City Council Meeting**

**Meeting Date:** 12/18/2017

**TITLE:** Babcock Theatre Lease/Sale Discussion

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

**Department:** City Hall Administration

**Presentation:** Yes

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**PROBLEM/ISSUE STATEMENT**

In 2017, an Ad Hoc committee directed staff to advertise and complete a Request for Proposals to Lease, as well as an Invitation for Bids to buy, the City-owned property commonly known as the Babcock Theatre.

Both documents were advertised November 17 and 24, 2017, in the *Yellowstone County News*. All parties who had previously expressed interest, were personally notified via email.

Proposals to lease the theater were received December 8, 2018, and bids to purchase the theatre were received December 12, 2018.

Staff recommends that the City Council delay approving the sale or lease until the January 8, 2018, meeting.

**ALTERNATIVES ANALYZED**

Council may delay approving the sale or lease until the January 8, 2018, meeting.

**FINANCIAL IMPACT**

None at this time.

**RECOMMENDATION**

Staff recommends that the City Council delay approving the sale or lease until the January 8, 2018, meeting.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 12/18/2017  
**TITLE:** City Administrator Employment Agreement  
**PRESENTED BY:** Karla Stanton, Human Resources Director  
**Department:** City Hall Administration  
**Presentation:** Yes

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**PROBLEM/ISSUE STATEMENT**

The City Council conducted interviews for a new City Administrator on November 30, 2017. At its December 1 special meeting, the Council unanimously chose Great Falls City Manager Greg Doyon as the next Billings City Administrator. The Council hired local attorney, Thomas Singer, to prepare an employment agreement and W.D. Higginbotham from the Mercer Group to negotiate the agreement's contents. Councilmembers Brewster, Cimmino, Friedel and Clark and Mayor Hanel are members of the City Administrator recruiting subcommittee that will make its recommendations to the City Council. The subcommittee met on December 11, so the members' recommendations were not available when this report was prepared. If there is a tentatively approved agreement before the December 18 Council meeting, staff will send it to Councilmembers as soon as it is available. If the parties are unable to agree on the contract, Council should provide additional guidance on how it wants to conclude the appointment process.

**ALTERNATIVES ANALYZED**

City Council may approve, request changes to or disapprove the employment agreement. Any changes will require Mr. Doyon's approval. If it disapproves the agreement, the City Council should provide additional guidance for staff and its consultants on how it wants to proceed with the hiring process.

**FINANCIAL IMPACT**

The agreement will contain salary and benefits, relocation allowance, severance pay and other matters such as an annual performance review with any associated salary increases. The FY 2017 budget is sufficient to fund the proposed agreement.

**RECOMMENDATION**

The City Council recruiting subcommittee recommends that the City Council approve a City Administrator Employment Agreement.

**APPROVED BY CITY ADMINISTRATOR**

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