

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

May 14, 2018

6:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Ronning

ROLL CALL: Councilmembers present on roll call were:

Cromley, Yakawich, Brewster, Ewalt, Joy, Friedel, Gibbs, Ronning,
 Clark, Brown

MINUTES: April 23, 2018

COURTESIES:

PROCLAMATIONS:

ADMINISTRATOR REPORTS - BRUCE MCCANDLESS

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: 1, 7B AND 9 ONLY. Speaker sign-in required. (Comments are limited to one (1) minute for one item, or three (3) minutes for multiple items. Please sign the roster located on the cart at the back of Council chambers or at the podium. Comments on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For items not on this agenda, public comment will be taken at the end of the agenda.)

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

A. Bid Awards:

1. **Airline Support Facility.** (Opened 5/1/18) Recommend Swank Construction; \$184,000.
 2. **Airport - Two Heavy Duty Snow Plows.** (Opened 4/10/18) Recommend M-B Company; \$1,532,160.
 3. **Storage Building for the Bureau of Land Management.** (Opened 5/1/18) Recommend delaying award until May 29, 2018 Council meeting.
 4. **W.O. 18-01, Schedule 2, Sanitary Sewer and Water Rehabilitation Project.** (Opened 5/1/18) Recommend Western Municipal Construction, Inc.; \$1,876,084.
- B. Change Order 2 -** SID 1401, Molt Road Turn Lane Improvements, CMG Construction, LLC; \$80,205.50.
- C. Approval** of Airport's updated Disadvantaged Business Enterprise Program.
- D. Approval** of Scheduled Airline Operating Permit with Air Wisconsin Airlines, LLC.
- E. Approval** of Executive Search Firm Agreement. Recommendation contained in May 11, 2018 Friday packet.
- F. Approval** of Tax Increment Financing Assistance from South Billings Urban Renewal District to King & King, LLC for Demolition/Site Development at 4160 and 4130 State Avenue; \$212,993.
- G. Amendment No. 2, Airport Terminal Expansion Project,** Professional Services Contract, Morrison-Maierle, Inc.; \$611,127.
- H. Amendment No. 8, Pavement Condition Index Survey,** Professional Services Contract, Morrison-Maierle, Inc.; \$67,714.
- I. Memorandum of Agreement** between the City of Billings and Yellowstone County, Yellowstone County Board of Planning and the Montana Department of Transportation for the Metropolitan Transportation Planning Process.
- J. Professional Services Contract** for W.O. 18-09, Downtown Traffic Study; Kittleson & Associates; \$189,617.

- K. **Second/Final Reading Ordinance for Zone Change 965:** a zone change from Controlled Industrial (CI) to Residential 6,000 (R-60) on a 7,000 square foot parcel of land, generally located at 109 South 35th Street. Dave Healow, owner; High Plains Architects, agent. Approval of the zone change and adoption of the findings of the 10 criteria.

- L. **Final Plat Approval** of Algeo Subdivision.

- M. **Bills and Payroll:**
 - 1. April 9, 2018

 - 2. April 23, 2018

REGULAR AGENDA:

- 2. **PUBLIC HEARING AND RESOLUTION** adopting water and wastewater rate and fee schedule effective July 1, 2018. Staff recommends approval of option II. (Action: approval or disapproval of staff recommendation.)

- 3. **PUBLIC HEARING AND RESOLUTION** repealing Resolutions 99-17447 and 04-18137 and adopting the new Sidewalk, Curb and Gutter Policy. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

- 4. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Billings, Montana City Code (BMCC), Sections 22-232 and 13-1200, for sidewalk repairs. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

- 5. **PUBLIC HEARING AND RESOLUTION FOR ANNEXATION 18-01:** located west of Zimmerman Trail and north of Grand Avenue. Billings Opportunities, LLC, owner and petitioner. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

- 6. **PUBLIC HEARING AND RESOLUTION FOR ANNEXATION 18-02:** located east of Jackson Street and south of Orrel Avenue. Ricky Savage, owner and petitioner. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

- 7. **LAKE ELMO DRIVE:**

- a. **PUBLIC HEARING AND RESOLUTION FOR ANNEXATION 18-03:** located east of Lake Elmo Drive and south of Unita Park Drive. William and Kathy Baumann, owners. Sanderson Stewart, petitioner. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- b. **DEVELOPMENT AGREEMENT** with William and Kathy Baumann. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 8. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Billings, Montana City Code Articles 17-106 and 17-107, Noise Ordinance. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

PUBLIC COMMENT on “NON-AGENDA ITEMS”. **Speaker Sign-in required.** *(Restricted to ONLY items not on this printed agenda. Comments are limited to 3 minutes. Please sign the roster located on the cart at the back of 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: 05/14/2018

TITLE: Bid Award for the Airline Support Facility Construction Project

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

Presentation: No

PROBLEM/ISSUE STATEMENT

Included in the Airport's Capital Improvement Program is the construction of the Airline Support Facility (ASF). This project will construct a facility that will provide a sanitary waste disposal area and deicing water fill station for the airlines operating at the Airport. Currently, the airlines collect the sanitary waste from the aircraft in small portable tanks and transport them to an area where they are pumped out by a waste collection company. If the collection company does not empty the portable tanks in a timely manner, incoming aircraft may be delayed if that aircraft's sanitary waste tanks need to be emptied and the portable tanks are still waiting to be pumped out. The ASF building will allow the portable tanks to be emptied and rinsed out as needed, reducing airline delays resulting from full sanitary waste tanks. Additionally, the airlines' deicing trucks currently use the water feeds in the Airport's Operations Building equipment bays to mix the deicing fluid for the aircraft deicing operations. During the winter months when both airline deicing and Airport snow removal operations are occurring, the bay area can become congested with equipment and personnel, which can lead to accidents and delays for the airlines trying to fill their equipment for deicing operations. This new facility will provide the airlines with a place where they can quickly have access to water for aircraft deicing operations. The Airport's airline tenants are very supportive of this project and are hoping it will be operational this year.

This project was advertised in the *Yellowstone County News* on April 6, 13, 20, and 27, and was posted on the City and Airport's Websites. On May 1, 2018 the following bids were received:

CONTRACTOR	BID
Swank Construction	\$184,000
Diamond Construction	\$205,000
Fisher Construction	\$219,000
EEC Inc.	\$241,769

ALTERNATIVES ANALYZED

City Council may:

- Approve the construction contract for the Airline Support Facility with Swank Construction;
- or
- Reject all bids and delay the project.

FINANCIAL IMPACT

The total construction cost for this project is \$184,000. The project is included in the current capital budget and funds are available in the Airport's Capital Account.

RECOMMENDATION

Staff recommends that the City Council approve a construction contract for the Airline Support Facility with the low bidder Swank Construction, for the amount of \$184,000.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 05/14/2018

TITLE: Award for Airport's Purchase of Two New Heavy Duty Snow Plows

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

Presentation: No

PROBLEM/ISSUE STATEMENT

During snow events at the Airport, staff must utilize an array of snow removal equipment including rotary brooms and large snow plows to remove the snow from the Airport's runways, taxiways, and 440,000 square feet of air carrier ramp. Included in the Airport's Passenger Facility Charge (PFC) Program is the purchase of two new snow plows. The new snow plows will replace two 20-year-old snow plows with two new pieces of equipment that are capable of simultaneously plowing and sweeping snow and other contaminants off of the pavement surfaces in order to maintain/improve safety for all aircraft operations.

Due to their age and condition, the two existing snow plows have become unreliable, especially during prolonged snow events when this equipment is required to operate for extended periods of time. Additionally, the Airport's mechanics spend a lot of time troubleshooting, repairing, and maintaining these two snow plows, and replacement parts are becoming difficult to find. During the past 20 years, equipment manufacturers have also improved upon the technology and design of this specialized equipment. This new equipment will allow the operators to plow and broom pavement surfaces simultaneously.

The new snow plows will ensure the Airport will continue to comply with its FAA approved Snow and Ice Control Plan and ultimately improve safety for the aircraft operating at the Billings Airport while enhancing the efficiency of the snow removal operations.

The purchase of Two Heavy Duty Snow Plows was advertised in the *Yellowstone County News* on March 23, 30, and April 6, and was posted on the City and Airport's Websites. On April 10, 2018, the following bids for this equipment were received:

<u>COMPANY</u>	<u>PRICE</u>
Wausau	\$1,501,440
M-B Company	\$1,532,160

Staff reviewed the equipment specifications sent with each bid proposal and found that the equipment proposed by Wausau did not meet the requested specifications for this type of snow plow. Subsequently, at the April 28, 2018 City Council meeting, staff recommended that award of the contract be delayed until the May 14, 2018 City Council meeting, which the City Council approved. At the request of the Airport, Wausau sent additional information on the equipment they were offering. After reviewing Wausau's supplemental response, staff determined that the proposed equipment does not meet the required specifications. Consequently, staff recommends the award of the contract for the purchase of Two Heavy Duty Snow Plows to the M-B Company.

ALTERNATIVES ANALYZED

City Council may:

- Approve the award for the purchase of Two Heavy Duty Snow Plows to M-B Company; or
- Decline to award the purchase, and direct staff on how to proceed.

FINANCIAL IMPACT

The total cost of this new equipment is \$1,532,160. The project will be paid for with Passenger Facility Charge (PFC) funds. These funds are available in the Airport's PFC account.

RECOMMENDATION

Staff recommends that the City Council approve the purchase of Two New Heavy Duty Snow Plows from M-B Company for the amount of \$1,532,160.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 05/14/2018

TITLE: Postpone Bid Award for the Construction of a New Storage Building for the Bureau of Land Management

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

Presentation: No

PROBLEM/ISSUE STATEMENT

Included in the Airport's Capital Improvement Program is the Construction of a New Storage Building for the Bureau of Land Management (BLM). The 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 old hangars are utilized as storage for the BLM's wild lands firefighting cache operation. These hangars are scheduled to be removed early next year as part of the north side aircraft parking area expansion project. In order to remove these hangars, the fire cache supplies stored in the hangars must first be relocated. To accommodate this relocation of the fire cache supplies, this project will build an 8,000 square foot metal storage building located outside of the Airport's Secured Area, adjacent to other BLM storage facilities. At an upcoming meeting, the Airport staff will recommend a new lease agreement with the BLM. This project was advertised in the *Yellowstone County News* on April 6, 13, 20, and 27, and was posted on the City and the Airport's Websites. On May 1, 2018, the following bids were received:

CONTRACTOR	BUILDING & SITE WORK	ALTERNATE 1
Swank Construction	\$681,555.75	\$32,000.00
Yellowstone Basin	\$760,220.12	\$41,638.00
Diamond	\$836,710.00	\$35,150.00
EEC Inc.	\$858,763.82	\$25,650.00
Fisher Construction	\$774,800.00	\$37,500.00

Staff recommends delaying the bid award for this project until the May 29, 2018 City Council meeting to allow staff more time to evaluate the bid proposals received.

ALTERNATIVES ANALYZED

City Council may:

- Approve postponing the bid award for the Construction of a New Storage Building for the BLM; or
- Decline to postpone the bid award for the New Storage Building for the BLM, and direct staff on how to proceed.

FINANCIAL IMPACT

Funds have been included in the current budget and are available in the Airport's Capital Account.

RECOMMENDATION

Staff recommends delaying the bid award for this project until the May 29, 2018 City Council meeting to allow staff more time to evaluate the bid proposals received.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 05/14/2018

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

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

W.O. 18-01, Schedule 2, Sanitary Sewer Rehabilitation Project, will replace approximately 5,091 feet of 8-inch diameter sanitary sewer main in two general locations in the City. The first location is in the alley between Grand Avenue and Avenue B from 17th Street West to 25th Street West. The second location is in the alleys between Lewis Avenue and Clark Avenue, Clark Avenue and Yellowstone Avenue, from Division Street to 4th Street West.

The project was advertised on April 13th, 20th, and 27th, in the *Yellowstone County News* and on the City's website. Bids were opened on May 1, 2018, and two bids were received. Western Municipal Construction, Inc. submitted the lowest responsible bid.

ALTERNATIVES ANALYZED

City Council may:

- Approve the construction contract for W.O. 18-01 Schedule 2 Sanitary Sewer Rehabilitation Project to Western Municipal Construction, Inc. in the amount of \$1,876,084.00, or;
- Do not approve the construction contract. If the project is not constructed, the City's wastewater system will continue to experience ongoing maintenance problems such as more frequently occurring sewer back ups in this area. Future repair costs and property damage claims can be minimized by completing this project.

FINANCIAL IMPACT

The following bids were received and evaluated:

Contractor	Bid Amount
Western Municipal Construction, Inc.	\$1,876,084.00
COP Construction, LLC	\$1,901,182.00

The funding source is wastewater revenues budgeted in FY 18. There is adequate budget available.

Budget	\$3,400,000.00
Previously Encumbered	\$970,858.00
This Contract	\$1,876,084.00
Remaining budget	\$553,058.00

RECOMMENDATION

Staff recommends that the City Council approve a contract with Western Municipal Construction, Inc. for W.O. 18-01, Schedule 2, Sanitary Sewer Rehabilitation Project, in the amount of \$1,876,084.00.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 05/14/2018

TITLE: Change Order #2 for SID 1401 - Molt Road Turn Lane Improvements

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

On March 12, 2018, the City Council awarded SID 1401 - Molt Road Turn Lane Improvements to CMG Construction, LLC in the amount of \$208,300. Change order #1 for \$3,528.75 was issued to address unanticipated soil conditions under the existing culvert. Change order #2 is for additional milling and asphalt due to the existing road section being insufficient and not constructed as expected. Change order #2 will increase the cost of the project by \$80,205.50 which is more than the 10% signing authority of the City Administrator. The total cost of the project including the two change orders will be \$292,034.25.

ALTERNATIVES ANALYZED

The Council may:

- Approve change order #2 to CMG Construction, LLC in the amount of \$80,205.50.

FINANCIAL IMPACT

The following bids were received and evaluated for SID 1401.

CMG Construction, LLC	Amount
Original Contract	\$208,300.00
Change order #1	\$3,528.75
Change order #2	\$80,205.50
Total Contract	\$292,034.25

Special Improvement District bonds and cash contribution from Falcon Ridge, LLC. will fund the original contract amount and change order #1. Change order #2 will be funded using arterial fees as it is addressing an insufficiency that was discovered in the existing roadway. The consulting engineer will be required to share in the cost of the change order.

RECOMMENDATION

Staff recommends the City Council approve change order #2 for SID 1401 - Molt Road Turn Lane Improvements to CMG Construction, LLC in the amount of \$80,205.50.

APPROVED BY CITY ADMINISTRATOR

Attachments

Change Order #2

CHANGE ORDER

(Instructions on reverse side)

No. 2

PROJECT: _____ **DATE OF ISSUANCE:** _____

OWNER: City of Billings **OWNER'S PROJECT NO.** SID 1401
(Name & Address) 2224 Montana Ave.
Billings, MT 59101

CONTRACTOR: CMG Construction, LLC **ENGINEER:** Office of the City Engineer
P.O. Box 80252 **ENGINEER'S PROJECT NO.** SID 1401
Billings, MT 59108

CONTRACT FOR: Special Improvement District 1401, Molt Road Turn Bay Improvements

You are directed to make the following changes in the Contract Documents.

Description: Asphalt shoulders were not constructed as expected and insufficient to connect to for the newly widened section.

Purpose of Change Order: For additional milling and paving to create a stable road section for travel lanes.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIME:

Original Contract Price

Original Contract Time

\$ 208,300.00

45 days

days or date

Previous Change Orders No. 1

Net Change from previous Change Orders

\$ 3,528.75

1.5 days

Contract Price prior to this Change Order

Contract Time prior to this Change Order

\$ 211,828.75

46.5 days

days or date

Net Increase (decrease) of this Change

Net Increase (decrease) of this Change

\$ 80,205.50

Contract Price with approved Change Order

Contract Time with approved Change Order

\$ 292,034.25

46.5 days

days or date

RECOMMENDED:

By Dale Mott
Engineer

APPROVED:

APPROVED:

By _____
Owner

By Just Jay
Contractor

5/3/2018

SID Molt Road Turn Bay Improvements Change Order #2

Dakota Martonen

Bid Item	Description	Quantity	Units	Unit Price	Bid Total
10	Additional Mobilization/Demobilization	1	LS	4800.00	\$ 4,800.00
20	Additional Taxes, Bonds, Insurance	1	LS	1450.00	\$ 1,450.00
30	Additional Traffic Control during construction	1	LS	6800.00	\$ 6,800.00
40	Unclassified Excavation	135	CY	40.00	\$ 5,400.00
50	Asphalt Paving (5-Inch Section)	1641	SY	35.50	\$ 58,255.50
60	Standby	5	HR	700.00	\$ 3,500.00
70					
Bid Total					\$ 80,205.50

Regular City Council Meeting

Meeting Date: 05/14/2018

TITLE: Approval of Revisions to the Airport's Disadvantaged Business Enterprise Program (DBE)

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

Presentation: No

PROBLEM/ISSUE STATEMENT

As recipients of Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant funding, the Aviation and Transit Department is required to have a Disadvantaged Business Enterprise (DBE) Program per 49 CFR Part 26. A DBE is a for profit small business that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged. The DBE Program's intent is to provide a level playing field for DBE companies interested in doing business with the Airport. This DBE Program is tailored towards the annual construction projects completed each year at the Airport that are being funded with an AIP grant.

Billings Logan International Airport's DBE Program was selected for a compliance review conducted by FAA Civil Rights Compliance Officers on June 26 and 27, 2017. As a result of those meetings, the FAA proposed several modifications to the Airport's DBE Program including minor procedural changes for the Airport's outreach efforts and DBE contract monitoring. The most significant change had to do with the methodology used to calculate the Airport's annual DBE goals. Staff reviewed those suggestions and incorporated them into the Airport's DBE Program. The revised Program document was subsequently submitted to and approved by the FAA Civil Rights Office. Consequently, the Billings Logan International Airport's revised DBE Program must now be approved by the City Council and signed by the Mayor.

ALTERNATIVES ANALYZED

City Council may:

- Approve the Airport's revised DBE Program; or
- Decline to approve the revised DBE Program and jeopardize future AIP grant funding.

FINANCIAL IMPACT

As a recipient of Federal AIP grant funding, the Airport is required to have a DBE Program in place. Failure to submit an updated Program may jeopardize or delay award of the Airport's annual FAA AIP grants. The Airport's AIP entitlement grant totals approximately \$3 million annually, but can be significantly larger for high priority projects that exceed the annual entitlement amount.

RECOMMENDATION

Staff recommends that the City Council approve and the Mayor sign the Billings Logan International Airport's revised DBE Program.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 05/14/2018

TITLE: Approval of Airline Operating Permit with Air Wisconsin Airlines LLC

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

Presentation: No

PROBLEM/ISSUE STATEMENT

Air Wisconsin Airlines LLC has entered into an agreement with United Airlines, Inc. as a contract carrier for United for flights to and from Billings Logan International Airport. To ensure that specific operating requirements will be met, a Scheduled Airline Operating Permit between the City of Billings and Air Wisconsin is required. This is a standard Operating Permit that is used for various airlines that operate occasionally for the Signatory Airlines that are based in Billings. The Operating Permit ensures that the airline follows certain operating parameters and procedures, including providing proof that the proper insurance coverage is in place.

ALTERNATIVES ANALYZED

City Council may:

- Approve an Operating Permit with Air Wisconsin Airlines LLC; or
- Disapprove an Operating Permit with Air Wisconsin Airlines LLC.

FINANCIAL IMPACT

There will be no financial impact from this operation because the City is already receiving landing fees from United Airlines. As a subcontractor to United, Air Wisconsin will merely be replacing United's aircraft with its own.

RECOMMENDATION

Staff recommends that the City Council approve and the Mayor execute the Scheduled Airline Operating Permit with Air Wisconsin Airlines LLC.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 05/14/2018

TITLE: Executive Search Firm for City Administrator Search

PRESENTED BY: Karla Stanton, Human Resources Director

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

Mayor and Council directed staff to advertise and complete a Request for Proposals (RFP) for Executive Search Firm Services to recruit and hire a new City Administrator. The RFP was advertised in the Yellowstone County News and on the City's website. All firms who had previously expressed interest were also personally notified via email.

Seven proposals were received to conduct these search services. The Council subcommittee reviewed all seven and met on April 23, 2018, to discuss. At that time, three firms were selected and staff was asked to conduct a telephone interview with the primary assigned consultant for each.

The Council subcommittee met again on May 7, 2018, to review staff's findings and make a final recommendation to the Council as a whole in the Friday packet of May 11, 2018, for the May 14, 2018, Council business meeting.

ALTERNATIVES ANALYZED

City Council may:

- Approve awarding a contract with the recommended executive search firm, or;
- Approve awarding a contract with a different executive search firm; or,
- Disapprove a contract with the recommended executive search firm and provide additional guidance for staff.

FINANCIAL IMPACT

The contractor and contract amount will be recommended in the Friday packet of May 11, 2018.

RECOMMENDATION

Staff recommends that the City Council award a contract to the executive search firm recommended in the Friday packet of May 11, 2018 and at the May 14 business meeting.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 05/14/2018

TITLE: Approval of Reimbursement from SBBURD TIF Funds to King & King, LLC for its Demolition/Site Development at 4160 and 4130 State Avenue

PRESENTED BY: Wyeth Friday

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

The South Billings Urban Renewal Association (SBURA) Board of Directors is presenting this recommendation to the City Council for allocating \$212,993.00 in tax increment funds (TIF) from the South Billings Boulevard Urban Renewal District (SBBURD) to King and King, LLC for demolition, site improvements and some development. The property is located at 4130 and 4160 State Avenue and the funds would be used for demolition of existing dilapidated structures, water, sanitary sewer, storm drainage, landscaping, and sidewalk improvements, and installation of a public parking lot (See Application Attached). These improvements will address infrastructure for future development on the eastern portion of the property.

While this project will not generate significant increment initially, the improvement to the neighborhood, the overall elimination of blight, and the preparation of a portion of the property for future neighborhood commercial development are significant and warrant the investment of TIF funds. This property has been the subject of Code Enforcement complaints since 2008 with many cases to address junk or inoperable vehicles, open storage, camping in an RV, and other violations (See Site Photos Attached). There also is discussion among multiple community groups and King & King, LLC as to the development of a small retail grocery outlet of some kind to serve the neighborhood on the vacant portion of the property. This project is in conformance with the South Billings Master Plan as greater community safety through the built environment and further commercial development were both general recommendations of the plan.

The application for TIF Assistance was approved by the SBURA Board of Directors at its March 6th, 2018 Board of Directors meeting, and reaffirmed by the Board at its April 3 meeting, under its authority per the Memorandum of Understanding between the City of Billings, Big Sky Economic Development, and the SBURA, Inc. approved by the City Council in February 2014.

ALTERNATIVES ANALYZED

City Council may:

- Approve the SBURA recommendation and allocate the TIF Funds for this project; or
- Disapprove the SBURA recommendation and not allocate the TIF Funds for this project

FINANCIAL IMPACT

The Development Agreement (See attached) specifies a one-time payment of \$212,993.00 to the King & King, LLC as part of the SBURA TIF Application Program. The funds are payable on completion of the project. There is currently more than \$6 million in the SBBURD Budget and so there are adequate funds available for payment of this development incentive. An FY18 budget amendment to specifically identify this project may be required as part of the Fourth Quarter Budget Amendment process.

RECOMMENDATION

The South Billings Urban Renewal Association Board of Directors recommends that the City Council approve a \$212,993.00 grant from the South Billings Boulevard Urban Renewal District tax increment district funds to assist King & King, LLC with this project.

APPROVED BY CITY ADMINISTRATOR

Attachments

Urban Renewal District Application
Development Agreement
Site Photos



MEMORANDUM

From: Steve Zeier, Zeier Consulting, LLC

To: SBURA Board of Directors

Date: March 6th, 2018

RE: King & King, LLC Application for TIF Funds

King & King, LLC has submitted the attached TIF Assistance Application for your consideration at the March 6th, 2018 meeting of the South Billings Urban Renewal Association Board of Directors.

This project is an outgrowth of the desire of the owners of the Kings Ace Hardware store on State Ave to improve the neighborhood and improve the public facilities. In addition, this project will create a commercial parcel that is available for future development. This project is in conformance with the South Billings Master Plan as greater community safety through the built environment was a general recommendation of the plan.

The TIF application is for a request of \$253,517.82 for TIF eligible improvements. These improvements include demolition of existing site conditions and a vacant house, utility improvements to provide utilities to the current and future parcel, curb, gutter, and sidewalk adjacent to Van Buren & State Ave, hard surface parking and landscaping improvements. This property is currently under the property tax assistance program and is not paying the full assessment. The new owner would be assessed the full amount and would also make

improvements to add to the tax base. The potential for the development of the parcel next door is an added incentive though is farther off in terms of timing.

In summary, a recommendation for approval of this application is being forwarded for the following reasons:

- 1) The project is consistent with the adopted South Billings Master Plan for the improvement of public and private facilities located in the South Billings Boulevard Urban Renewal District.
- 2) The project will provide for additional parking and commerce in the District.
- 3) The project will provide for an additional commercial parcel for future development for the provision of neighborhood goods or services.
- 4) The elements of this project are eligible expenses as per Montana Code Annotated 7-15-42 & 43.
- 5) The community benefit component due to the improvements to the property are believed to serve the entire community and are important considerations.

Please contact me with any questions. I look forward to discussing this at the March board meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Zeier".

Steve Zeier

enc: TIF Application Packet

cc: SBURA Board, Wyeth Friday, Bill Morgan, Skip King



City of Billings South Billings Boulevard
Urban Renewal District

T.I.F Assistance Application
For Public/Private Development Projects

Information & Application

Please return to: SBURA, Inc.
c/o Steve Zeier
Billings, MT 59101
(406) 670-6969
steve@zeierconsulting.com

TAX INCREMENT FINANCING APPLICATION PROCESS FOR POTENTIAL PUBLIC INFRASTRUCTURE ASSISTANCE VIA A DEVELOPMENT AGREEMENT AND POSSIBLE ISSUANCE OF TIFD BONDS

IMPORTANT: The material below outlines the Tax Increment Development Agreement application process and the responsibilities of the APPLICANT and the South Billings Urban Renewal Association, Inc. (SBURA). Please review this information carefully before submitting the application or finalizing your development plans.

Failure to receive approval by the SBURA Board of Directors of a completed application and the approval and execution of a development agreement by the City of Billings BEFORE a project begins will affect the Applicant's eligibility for Public Infrastructure Tax Increment Finance assistance from the City of Billings.

INTRODUCTION

The SBURA is responsible for advising Billings City Council for the South Billings Boulevard Tax Increment District (aka SBBURD), pursuant to Montana Urban Renewal Law Title 7 Chapter 15 part 42 Montana Code Annotated, (MCA) "Urban Renewal." Tax Increment Financing (TIF) is an important element of the program as it provides a means to complete public urban renewal activities that assist and enhance private development opportunities within the district. A TIF program operates by first establishing a base year taxable value for all properties within the urban renewal district. Property taxes continue to be paid to all taxing jurisdictions on the basis of the base year valuation. All increases in property taxes above this base valuation due to new development or reappraisals are assigned to the TIF District. They are then used for district revitalization activities.

The SBURA offers this tax increment financing assistance consideration for **public infrastructure** (See Schedule "A" attached) components of projects developed within the boundaries of the South Billings Boulevard TIFD.

TAX INCREMENT FINANCING ASSISTANCE PARAMETERS

Each project is unique. Funding availability depends upon the number of years remaining in the district, with or without TIFD Bond extensions beyond the initial 15 year lifetime of the TIFD. TIF assistance with **public infrastructure** shall be based upon criteria outlined in the Criteria for Review section. The amount of assistance is determined by the comparison of two calculations: 1) The amount of incremental revenue generated by the project and 2) The amount of the project that is considered an eligible expense under MCA 7-15-4288. **The assistance provided cannot exceed 45% of the total tax increment generated by the project over the remaining years left in the life of the TIFD. The TIFD was established in 2008.** Please note that property acquisition costs are *not* to be included in the calculations; *only* property improvements are to be considered. Property improvements are defined as all project costs excluding property acquisition. Generally, TIF assistance may be awarded to the eligible PUBLIC PORTION (Schedule "A") of projects meeting the criteria and approval processes as described herein, subject to availability of funds.

ELIGIBLE ACTIVITIES

As specified by Title 7 Chapter 15 Part 4288 Montana Code Annotated, TIF funds may be used to complete certain urban renewal activities. Pursuant to this statute, the SBURA will review applications for assistance to projects eligible under the following guidelines. Each application is evaluated on a case by case basis under these guidelines. The SBURA will place special emphasis on those projects that implement the SOUTH BILLINGS BOULEVARD URBAN RENEWAL MASTER PLAN¹, particularly mixed-use developments.

APPLICATION PROCESS AND TIMELINE

Anyone seeking TIF assistance from the SBURA must submit a written application for each TIF-assisted project. The following procedure has been developed to expedite the review of TIF funding requests.

1. **Initial Contact.** Contact the SBURA Representative, Steve Zeier at 406-670-6969 or via email at steve@zeierconsulting.com, to discuss the project and determine preliminary eligibility for TIF assistance.

¹ Adopted by Billings City Council, 2/27/2012 and by the Board of County Commissioners, 4/24/2012.

2. Prepare a Written Application. The Applicant must prepare a written application for each project assistance request. For all TIF requests, the Applicant must complete a "Developer's Statement of Qualification and Financial Responsibility" which includes submittal of personal financial statements.
3. SBURA Staff Review. Upon submittal of all necessary information, SBURA staff will review the project and the need for funding. At any point in the review process the staff may request more information of the Applicant or solicit comment on the project from other public agencies. Items included in personal financial statements will not be subject to public review or presentation to or comment by other public entities.
4. SBURA Board Review. The SBURA Board will review the application and staff recommendations. The Board reserves the right to seek additional project review from other public agencies. The Board will issue preliminary approval/disapproval of the assistance request or any part thereof and will make a recommendation to the City Council.
5. City Council Review. Projects receiving approval by the SBURA Board will be forwarded to the Billings City Council through the City of Billings Planning and Community Services Department for final approval and consideration of a Development Agreement that will clearly describe the public investment required to be applied towards public infrastructure and/or development improvements within the public right of way. City Council approval is required before the City will enter a Development Agreement with the Applicant.
6. Development Agreement. The City and the Applicant must execute a mutual agreeable legally binding Development Agreement which establishes the terms and conditions of TIF assistance. Sample Development Agreements are available at the City/County Planning Division office for reference. The Development Agreement may include, but is not limited to, the following:
 - Complete architectural design specifications and site plan
 - Time frame for project development, construction and completion
 - Specifications for release of funds related to public infrastructure
 - Cash flow and pro forma statements for a minimum of five years of the development
 - Terms and conditions of the various financings
 - Commitment letters and loan documents related to the various financings
 - Ownership of completed development
 - Events of default; remedies
 - Zoning approval
 - Tenant commitments
 - Non-liability of city officials
 - Cause for termination

7. Timing. Following the above process for approval, the Applicant can expect a minimum of 60 days between submitting an application to the SBURA and potentially receiving a decision from the City Council.

COMMITMENT OF FUNDS

Upon City Council approval of a project, the approved funds will be budgeted. Budgeted funds will be encumbered for a grace period of 180 days, by which time construction must have commenced. Commencement of construction means the date on which the first building permit is issued. Projects that have not commenced construction within 180 days are at risk for losing the committed funds.

Funds will be released as specified by the Development Agreement. Depending on the nature of each individual project, funds may be released as a lump sum payment or multiple payments made over subsequent fiscal years. The Development Agreement will specify the payment terms. Funds may be released according to one of the following methods.

1. Release of funds following project completion. Funds will be released upon the project's receipt of a Certificate of Occupancy from the City of Billings' Building Division. If necessary, the City will encumber funds for additional fiscal years to accommodate construction schedules.
2. Release of funds over a multi-year repayment schedule. Prior to a project receiving a TIF assistance payment, a Certificate of Occupancy shall be provided to the project by the City of Billings Building Division. Subject to payment amounts and funding availability, multiple payments may be required. TIF assistance payments may be made according to an agreed upon payment schedule. This schedule will be contained within the Development Agreement.

Funds will be release only if the project is developed and constructed essentially as presented in the Development Agreement.

SOUTH BILLINGS BOULEVARD TAX INCREMENT FINANCING (TIF) ASSISTANCE
APPLICATION

Project Name: King's Ace Hardware State Ave. Expansion & Re-zoning Date Submitted: 3/1/18

APPLICANT INFORMATION

1. Name: King & King LLC/ King's Ace Hardware
2. Address: 1551 Zimmerman Trail, Billings, MT 59102
3. Telephone Number: 406-690-1741

PROJECT INFORMATION

1. Building Address: 4160 and 4130 State Avenue
2. Legal Description: That Part of Lot 2 of the Subdivision of Section 9, T. 1 S., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, Described in Quit Claim Deed, DOC #3626032. Property will be platted into two lots (see attached plats)
3. Ownership: King & King LLC (see attached Buy Sale Agreement)
4. Address: 1551 Zimmerman Trail, Billings, MT 59102
5. If property is not owned by the Applicant, list leasehold interests (Attach evidentiary materials.)

Lessor's Name: Guy C. Romera (see attached Buy Sale Agreement)

Lessor's Address: 4130 State Avenue, Billings, MT 59101
6. Existing/Proposed Businesses: King's Ace Hardware with parking lot expansion, and a new Neighborhood Commercial lot ready for development
7. Business Description: Support of existing Neighborhood Commercial business (King' Ace Hardware State Avenue) and future Neighborhood Commercial business on remaining lot
8. Employment: Existing FTE jobs 10.5
9. New Permanent FTE jobs created by project 2 Construction FTE jobs 5
10. Engineering Firm: Sanderson Stewart

Address: 1300 North Transtech Way, Billings MT 59102

Representative: Bill Morgan

8. Description of Project: Construction of a new asphalt parking lot including landscaping and stormwater features, demolition of the blighted residential lot, new commercial water and sewer services to the new lot, and Right of Way improvements to Van Buren Street.
9. Rehabilitation/construction plans: See Attached
10. Project Schedule: Property acquisition will be on May 20th. Demolition and construction can start in June of 2018 and be completed by end of summer of 2018.

CRITERIA FOR REVIEW

Materials contained in TIF Assistance applications are used to assess the merits of projects in relation to the goals and objectives of the South Billings Urban Renewal Master Plan in relation to other district development and urban renewal projects. Projects will be evaluated based on the following criteria. Please provide an explanation and supporting documentation for how the project addresses each criterion.

1. Relevance to the South Billings Urban Renewal Master Plan – Documentation of the project's consistency with the goals in the Master Plan.

The proposed improvements to the project area located in the South Billings Urban Renewal District will help to promote a healthier and safer neighborhood. The improvements will create greater functionality and better use of the area, clean up the existing site, and provide potential for redevelopment as a new neighborhood service. Cleaning up the neighborhood will help create a focus on developing a strong, connected, and diverse area where both current and new residents can thrive and attract more people to the area. The improvements and expansion of infrastructure will help encourage reinvestment and find long-term uses for underutilized land in the area.

2. Economic Stimulus – The amount of economic activity to be generated by the, as well as the leverage ratio of public to private investment. Applications should contain credible, measurable information substantiating Applicant's claims of economic stimulus.

The existing site's current use is a single-family residence with a large amount of space used for storage. With the zone change from Residential 9600 to Neighborhood Commercial, a company that prides itself in providing excellent neighborhood and customer service will be allowed to expand in the short term by providing additional parking, and in the long term by being allowed to consider options like expansion or services and convenience for community members. Future commercial development will generate economic activity for the area as well as create jobs and provide a higher tax base for the betterment of the community.

3. Tax Generation – The increase in taxable value due to new construction/rehabilitation as estimated by the County Assessor’s office.

As the current site is used for residential purposes and the zone change creates an opportunity for neighborhood commercial development, an increase in taxable value of the area will likely occur and be very beneficial for the community.

4. Employment Generation – Total employment generated by the project assessed in terms of new permanent and part-time jobs, and construction jobs.

A new neighborhood commercial lot in this area provides new businesses an opportunity to expand or develop services on the property that will generate new permanent and part-time jobs. It will also generate work for construction companies and create more jobs. It is estimated this project will provide 2 new permanent jobs at Ace Hardware and 5 construction jobs. Upon future redevelopment of the property, there will also be additional full time jobs and construction jobs added.

5. Elimination of Blight – The project’s direct and indirect impact on the physical and fiscal condition within the District.

King and King, LLC intends to make the property around Ace Hardware on State Avenue a more visually appealing and safer shopping experience. The Neighborhood Commercial zoning allows for more businesses like Ace Hardware to expand or develop ancillary services on the property along State Avenue. While there are no current development plans for the proposed zone change property, removing the existing structures and debris on the existing property allows for vibrant future development and growth for the community.

6. Special or Unique Opportunities – The extent to which the project represents a unique opportunity, meets a special need, or addresses community goals. The provision of public space or workforce housing are examples of special and unique opportunities.

This area provides a special opportunity for a district in Billings that is primarily single-family residential homes with little public space or commercial properties in the vicinity. Utilizing this lot as it is intended with the recent Neighborhood Commercial zone change will provide more public space and help address the community goals of cleaning up the area and using it in a much more productive way. The south side of Billings is an integral part of our community and improving the appearance and safety of the properties located there further enhances the overall image of Billings for both local residents and visitors.

7. Impact Assessment – The extent of both positive and negative environmental impacts, appropriateness of the project design, and impact on existing businesses or residents.

To enhance the visual appeal of the property, the existing buildings will be demolished and the site will be removed of all clutter and debris. In the future, at the time of property re-development, landscaping along State Avenue will be irrigated and better maintained. A privacy fence will be installed along the southern property line to provide a better buffer with the adjoining residential uses. Ace Hardware will be able to better serve this community because the additional property will give them more options to provide for safer traffic flow for customers using their existing site. Also, removing the existing homes and structures, while also adding the privacy fence, will make the neighborhood far more safe and attractive. King and King, LLC currently has no immediate plans to develop the property, however they want to clean up the property to make it safer and more attractive for neighborhood commercial uses.

8. Financial Assistance – Other forms of financing available to the Applicant i.e. lender participation and state and federal grant monies.

The current form of financing available to the Applicant includes a loan from a local bank. There are no other state or federal grant monies currently available at this time.

9. Project Feasibility – Demonstration of market demand for the project as contained primarily on the pro forma and financing commitments.

There is a high demand for Neighborhood Commercial businesses like the State Avenue Ace Hardware Store, as it supports a large, underserved part of the Billings Community. There is also a high market demand for other commercial businesses like Ace Hardware to be supported and developed along State Avenue. The Applicant is committed to stay at this location in order to support the demand for its services to the community.

10. Developer's Ability to Perform – Applicant's capability to undertake the relative complexities of the project based on past performance on similar or comparable projects.

The Applicant's has the experience, knowledge, capability and commitment to undertake this project. King's Ace Hardware has multiple stores in Billings and Yellowstone County and has successfully developed, operated and maintained these stores for years.

11. Timely Completion – The feasibility of completing the project according to the Applicant's project schedule.

Since the property will be acquired on May 20th, with demolition and construction starting in June of 2018 and completed by end of summer of 2018, this is a very feasible project.

12. Payment of Taxes – All property taxes, special improvement district assessments, and other assessments on the project property must be paid at the time of application.

All taxes and other assessment will be paid at the time of closing of sale of property.

PROJECT COSTS

Land and Site Improvements (Itemized, See attached Opinion of Probable Cost Spreadsheets)

1. Equity in Land and Buildings	\$ <u>230,000.00</u>
2. Demolition	\$ <u>66,000.00</u>
3. Utility Improvements	\$ <u>49,400.63</u>
4. Parking Lot Improvements	\$ <u>67,786.88</u>
5. Landscape Improvements	\$ <u>5,428.13</u>
Subtotal	\$ <u>418,615.64</u>

Construction/Rehabilitation Costs (Use general construction trade divisions)

1.	\$ _____
2.	\$ _____
3.	\$ _____
4.	\$ _____
5.	\$ _____

6. \$ _____

7. \$ _____

8. \$ _____

Subtotal \$ _____

Fees

1. Engineering and Design Fees	\$ <u>12,000.00</u>
2. Permits <u>(City Review, Building Permit)</u>	\$ <u>1,246.91</u>
3. Other fees <u>(Geotech, Staking, Inspection)</u>	\$ <u>18,408.21</u>
Subtotal	\$ <u>31,655.12</u>
Total Project Development Costs	\$ <u>450,270.76</u>
Total Project Development Costs with Contingency	\$ <u>473,317.83</u>

PROJECT FINANCING

Please complete Sources of Funds detail and summarize below.

Developer Equity

Cash Invested	\$ _____
Land & Buildings	\$ _____
Other (Specify) _____	\$ _____
_____	\$ _____
Subtotal	\$ _____

Lender Commitments (Attach evidence i.e. Letters of Credit or other documentation.)

Lender	Loan Amount	Interest	Term	
_____	\$ _____	_____ %	_____ yrs	\$ _____ /Month
_____	\$ _____	_____ %	_____ yrs	\$ _____ /Month
Total Loan Amount				\$ _____

TIF Request for improvements within the Public Right of Way

Eligible Improvements (See Schedule "A")

	\$253517.82 _____
Van Buren Right of Way Improvements	\$ _____
	\$ _____
	\$ _____
Subtotal	\$ <u>253,517.82</u>

Sources of Funds Summary (Post totals from above.)

Developer Equity	\$ _____
Lender Commitments	\$ _____
TIF Request	\$ _____
Other Funds (Specify) _____	\$ _____
Total Project Financing	\$ _____

DEVELOPER STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

Applicant

1. Name: King & King LLC _____

Address: 1551 Zimmerman Trail, Billings, MT 59102 _____

2. If the applicant is not an individual doing business under his/her own name, the applicant has the status indicated below and is organized or operating under the laws of Montana _____.

3. The applicant is:

_____ A corporation.

_____ A nonprofit or charitable institution or corporation

_____ A partnership known as _____

CONSTRUCTION CONTRACTOR

1. Identify the construction contractor or builder who will undertake this project.

Name: To be determined through future bidding process

Address: _____

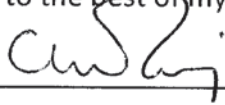
2. Has such contractor or builder ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract within the last ten years?

No Yes _____ If yes, explain.

A Qualified, Licensed and Bonded Contractor will be hired

CERTIFICATION

I (we), CHARLES D. KINSB (please print),
certify that the statements and estimates within this Application as well as any and all
documentation submitted as attachments to this Application or under separate cover are true
and correct to the best of my (our) knowledge and belief.

Signature  Signature _____

Title Member Title _____

Address 1551 Zinneman TRAIL Address _____

B, LL. 565 MT 59102 _____

Date 2-26-18 Date _____

SCHEDULE "A"
EXAMPLES OF ELIGIBLE PUBLIC PORTION PROJECTS OF INFRASTRUCTURE
COMPLETE LIST FOUND IN MONTNA CODE ANNOTATED 7-15-4288

Purchase of Site for a Public use

Demolition and Abatement

Sidewalks, Curbs, Gutters, Drive Approaches

Public Utilities such as Water, Sewer, and Storm Drain

Street Surface Improvements

Crosswalks / HAWK Signals

Landscaping, Green Space, and Improvement of Pedestrian Areas

Historical Restorations

Off Street Parking for a Public use

Pollution Reduction

Private Utilities such as Electrical, Natural Gas, Telecommunication Lines



First Interstate Bank
Billings Office
401 North 31st Street
P.O. Box 30918
Billings, MT 59116-0918
406-255-5000
Internet Website: www.firstinterstatebank.com
Internet E-Mail: fib@firstinterstatebank.com

February 26, 2018

Re: King & King, LLC

To Whom It May Concern:

King & King, LLC (Skip King) credit request has been approved through First Interstate Bank and has the funds available to complete the purchase of 4130 State Avenue in Billings, MT.

If you have any questions, please feel free to contact me at 255-5250.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Meri McGlone', written over a printed name.

Meri McGlone
Commercial Loan Officer

KING'S ACE HARDWARE EXPANSION

NORTH 1 AC OF E1/2 OF LOT 2 IN THE NE CORNER OF SECTION 09

TOWNSHIP 1 SOUTH, RANGE 26 EAST

BILLINGS, MT

PREPARED FOR:

KING & KING LLC
 2264 CENTRAL AVENUE
 BILLINGS, MT 59102

PREPARED BY:

SANDERSON STEWART

1300 North Transtech Way
 Billings, Montana 59102
 Phone: 406.656.5255
 www.sandersonstewart.com

GOVERNING AGENCIES
CITY OF BILLINGS

PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION
 2224 MONTANA AVENUE
 BILLINGS, MONTANA 59101
 CHRIS HERTZ (406) 657-3085

PUBLIC WORKS DEPARTMENT
 COLLECTION & DISTRIBUTION DIVISION
 2224 MONTANA AVENUE
 BILLINGS, MONTANA 59101
 JOE SHENDIAN (406) 657-8341

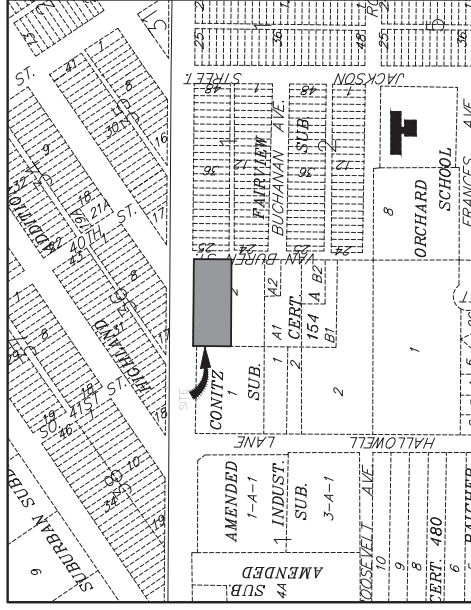
UTILITY COMPANIES

ELECTRIC
 NORTHWESTERN ENERGY
 405 SOUTH 20TH STREET WEST
 BILLINGS, MONTANA 59102
 WALT BACKER
 (406) 655-2517

NATURAL GAS
 MONTANA-DAKOTA UTILITIES Co.
 P.O. BOX 2546
 BILLINGS, MONTANA 59112
 MIKE BRESHEARS
 (406) 655-4458

TELEPHONE
 CENTURYLINK
 219 CALHOUN LANE
 BILLINGS, MONTANA 59102
 TAMMI BAKER
 (406) 254-3201

CABLE TV
 CHARTER
 1860 MONAD ROAD
 BILLINGS, MONTANA 59102
 TOM CAMPBELL
 (406) 238-7729



VICINITY MAP

INDEX TO SHEETS	
SHEET	DESCRIPTION
1	COVER SHEET
2	EXISTING SITE & DEMOLITION PLAN
3	SITE LAYOUT
4	DETAILS

SANDERSON STEWART
 WWW.SANDERSONSTEWART.COM

PRELIMINARY

DATE	02/23/2018
FILE	2018-01-26-09-00-00-00
PROJECT NO.	20180607
DWG	
QUALITY ASSURANCE	
DESIGNER	
CHECKER	
DATE	
DESCRIPTION	

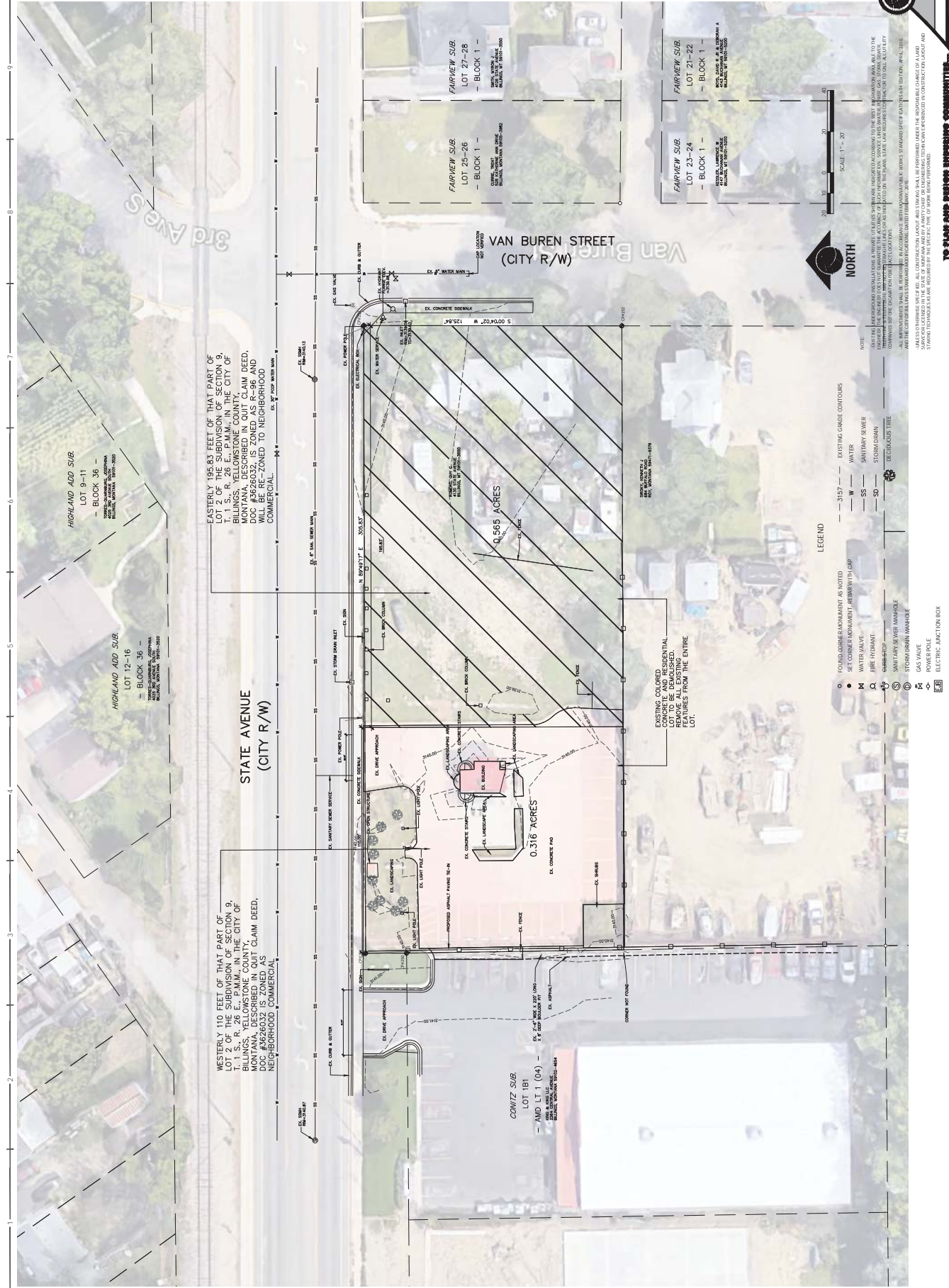
KING'S ACE HARDWARE EXPANSION
 NORTH 1 AC OF E1/2 OF LOT 2 IN THE NE CORNER OF SECTION 09
 TOWNSHIP 1 SOUTH, RANGE 26 EAST
 BILLINGS, MT
 COVER SHEET

C1.0
 © 2017 ALL RIGHTS RESERVED

TO PLAN AND DESIGN INCLUDING COMMUNITIES...

DATE:	02/22/2019
FILE:	TRINITY EXISTING PROJECT.DWG
PROJECT NO.:	19058.00
DATE:	
QUALITY ASSURANCE:	JAK
REVISIONS:	
DATE:	
DESCRIPTION:	

KING'S ACE HARDWARE EXPANSION
 BILLINGS, MT
 TOWNSHIP 1 SOUTH, RANGE 26 EAST
 NORTH 1/4 OF E1/2 OF LOT 2 IN THE NE CORNER OF SECTION 09



HIGHLAND ADD SUB
 LOT 9-11
 - BLOCK 36 -
 2015 PLAT 100, BILLINGS, MONTANA 2015-0000

HIGHLAND ADD SUB
 LOT 12-16
 - BLOCK 36 -
 2015 PLAT 100, BILLINGS, MONTANA 2015-0000

EASTERLY 195.83 FEET OF THAT PART OF LOT 2 OF THE SUBDIVISION OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 26 EAST, COUNTY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA, DESCRIBED IN QUIT CLAIM DEED, DOC #5926032, IS ZONED AS R-96 AND WILL BE RE-ZONED TO NEIGHBORHOOD COMMERCIAL.

WESTERLY 110 FEET OF THAT PART OF LOT 2 OF THE SUBDIVISION OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 26 EAST, COUNTY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA, DESCRIBED IN QUIT CLAIM DEED, DOC #5926032 IS ZONED AS NEIGHBORHOOD COMMERCIAL.

STATE AVENUE (CITY R/W)

VAN BUREN STREET (CITY R/W)

0.565 ACRES

0.376 ACRES

COWITZ SUB
 LOT 1B1
 - AMD LT 1 (04) -
 2015 PLAT 100, BILLINGS, MONTANA 2015-0000

FAIRVIEW SUB
 LOT 27-28
 - BLOCK 1 -
 2015 PLAT 100, BILLINGS, MONTANA 2015-0000

FAIRVIEW SUB
 LOT 21-22
 - BLOCK 1 -
 2015 PLAT 100, BILLINGS, MONTANA 2015-0000

FAIRVIEW SUB
 LOT 23-24
 - BLOCK 1 -
 2015 PLAT 100, BILLINGS, MONTANA 2015-0000

EXISTING CONCRETE AND RESIDENTIAL LOT TO BE DEMOLISHED. FEATURES FROM THE ENTIRE LOT.

LEGEND

- FOUNDATION (NOTED AS NOTED)
- SEWER (INDICATED BY RED W/TH CAP)
- WATER
- W
- SS
- SD
- STORM DRAIN
- DECLASSIFIED TREE
- MANHOLE
- PIPE FITTING
- SHORT HORN SYSTEM MANHOLE
- STORM DRAIN MANHOLE
- GAS VALVE
- ELECTRIC JUNCTION BOX

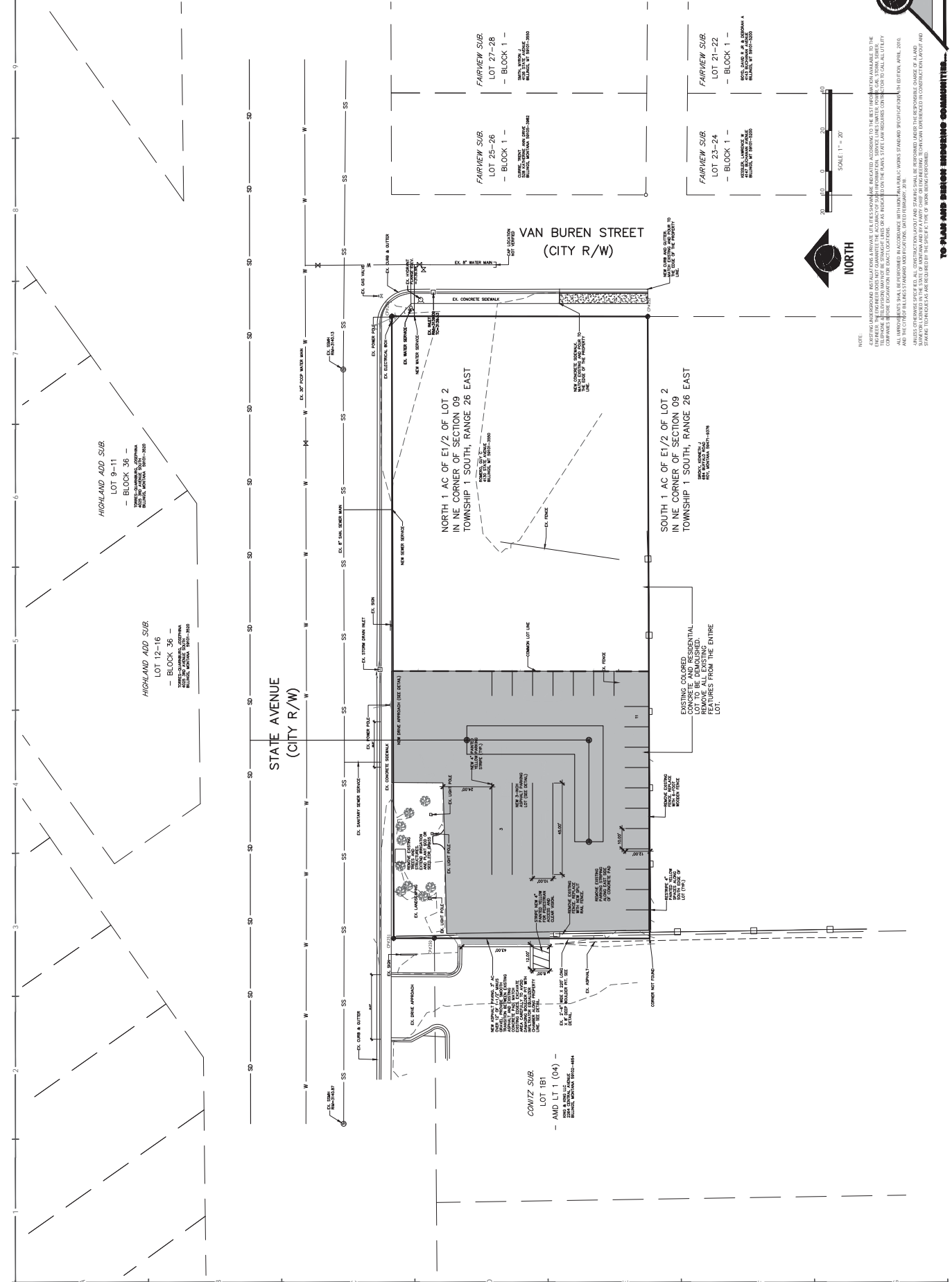
NOTE

PROPOSED WORK SHALL BE PERFORMED IN ACCORDANCE WITH MONTANAS CIVIL WORKS STANDARDS SPECIFICALLY CHAPTER 10 OF MCA, 2018. ALL APPROVALS SHALL BE OBTAINED FROM THE CITY OF BILLINGS, MONTANA. THE CITY ENGINEER SHALL REVIEW AND APPROVE ALL CONSTRUCTION PERMITS AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.

SCALE: 1" = 20'

NORTH

PLANS AND SECTION IMPROVING COMMITTEE



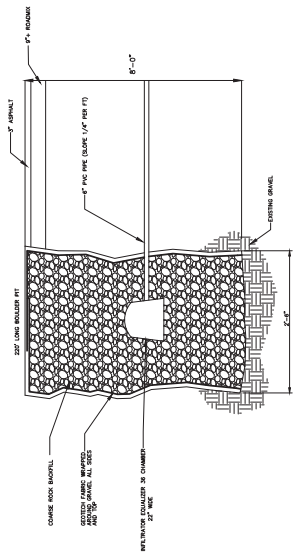
NOTE:
 EXISTING UNDERGROUND UTILITIES ARE INDICATED BY DASHED LINES. THE BEST INFORMATION AVAILABLE TO THE ENGINEER HAS BEEN USED TO LOCATE THESE UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL EXISTING UTILITIES AND STRUCTURES THAT ARE NOT TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL NEW UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL UTILITIES AND STRUCTURES DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL EXISTING UTILITIES AND STRUCTURES THAT ARE NOT TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL NEW UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL UTILITIES AND STRUCTURES DURING CONSTRUCTION.

TO PLAN AND DESIGN IMPROVING COMMUNITIES...

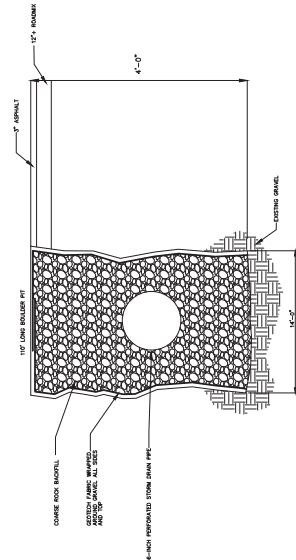
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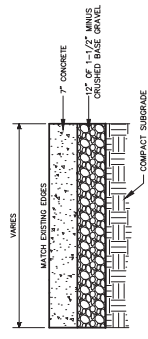
TO PLAN AND BIDDING IMPROVING COMMUNITIES...



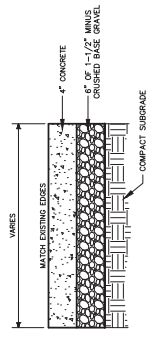
EXISTING BOULDER PIT DETAIL
 NOT TO SCALE



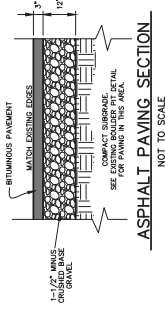
EXISTING BOULDER PIT DETAIL
 NOT TO SCALE



TYPICAL DRIVEABLE CONCRETE SECTION
 NOT TO SCALE



TYPICAL CONCRETE SIDEWALK SECTION
 NOT TO SCALE



ASPHALT PAVING SECTION
 NOT TO SCALE

Date: February 23, 2018
 Project No.: 78105.07



**Engineer's Preliminary Opinion of Probable Cost
 for
 King's Ace Hardware
 To Provide Demolition Services & Parking Lot Improvements**

Schedule I: Demolition Plan

Item No.	Quantity	Unit	Description	Unit Price	Subtotal
101	1	LS	Mobilization and Insurance	\$6,000.00 =	\$6,000.00
102	1	LS	Abatement and Removal of Existing Structures and Existing Concrete (includes all demo, abandonments and terminations within property lines)	\$60,000.00 =	\$60,000.00
Schedule I Subtotal =					\$66,000.00

Schedule II: Utilities

Item No.	Quantity	Unit	Description	Unit Price	Subtotal
201	1	LS	Mobilization and Insurance	\$3,324.50 =	\$3,324.50
202	1	LS	Payment and Performance Bonds	\$831.13 =	\$831.13
203	1	LS	Traffic Control During Construction	\$2,500.00 =	\$2,500.00
204	3	EA	Type IV Storm Drain Inlet w/ Deep Sump	\$3,500.00 =	\$10,500.00
205	230	CY	Boulder Pit (Includes: Excavation, Rock, and Fabric)	\$55.00 =	\$12,650.00
206	217	LF	6-inch Perforated Storm Drain Pipe	\$35.00 =	\$7,595.00
207	1	LS	Connect to Existing 15-inch Storm Drain	\$4,000.00 =	\$4,000.00
208	1	LS	Connect to Existing 8-inch Water Main for Service Stub	\$4,000.00 =	\$4,000.00
209	1	LS	Connect to Existing 8-inch Sanitary Sewer for Service Stub	\$4,000.00 =	\$4,000.00
Schedule II Subtotal =					\$49,400.63

Schedule III: Parking Lot Improvements

Item No.	Quantity	Unit	Description	Unit Price	Subtotal
301	1	LS	Mobilization and Insurance	\$6,025.50 =	\$6,025.50
302	1	LS	Payment and Performance Bonds	\$1,506.38 =	\$1,506.38
303	1	LS	Traffic Control During Construction	\$2,000.00 =	\$2,000.00
304	675	CY	Unclassified Excavation	\$15.00 =	\$10,125.00
305	540	CY	1 1/2-inch Base Gravel (12-inch Section)	\$40.00 =	\$21,600.00
306	1620	SY	Asphalt Surface Course (3-inch Thick)	\$14.00 =	\$22,680.00
307	125	SF	Concrete Drive Approach (7-inch Thick)	\$10.00 =	\$1,250.00
308	1	LS	Yellow Parking Lot Striping	\$500.00 =	\$500.00
309	1	LS	Yellow Curb Paint	\$100.00 =	\$100.00
310	500	SY	Subgrade Stabilization with Tensar TX-140 Geogrid (If required at Engineer's discretion)	\$4.00 =	\$2,000.00
Schedule III Subtotal =					\$67,786.88

Schedule IV: Landscape Improvements

Item No.	Quantity	Unit	Description	Unit Price	Subtotal
401	1	LS	Mobilization and Insurance	\$482.50 =	\$482.50
402	1	LS	Payment and Performance Bonds	\$120.63 =	\$120.63
403	10	EA	Shrubs (1 GAL Container)	\$50.00 =	\$500.00
404	1500	SF	Landscape Beds (Mulch, Fabric)	\$1.75 =	\$2,625.00
405	50	LF	4-inch Irrigation Sleeving	\$10.00 =	\$500.00
406	1	LS	Irrigation Controller	\$600.00 =	\$600.00
407	300	SF	New Irrigation Drip	\$2.00 =	\$600.00
Schedule IV Subtotal =					\$5,428.13

Schedule V: Right of Way Improvements on Van Buren Street

Item No.	Quantity	Unit	Description	Unit Price	Subtotal
501	1	LS	Traffic Control During Construction	\$2,500.00 =	\$2,500.00
502	1	LS	Asphalt Restoration on State Avenue and Van Buren Street	\$5,000.00 =	\$5,000.00
503	50	LF	Curb and Gutter on Van Buren Street	\$19.00 =	\$950.00
504	250	SF	Concrete Sidewalk on Van Buren Street (4-inch Thick)	\$7.00 =	\$1,750.00
				Schedule V Subtotal =	\$10,200.00
				Construction Total (Schedules I-V) =	\$198,815.63

Administrative Fees and Other Costs

			City Review Fees	=	\$491.21
			City Building Permit Fee	=	\$755.70
			System Development Fee (See Note Below)	=	\$0.00
			Estimated Engineering, Permitting & Bidding	=	\$12,000.00
			Estimated Geotechnical Evaluation and Recommendations	=	\$3,000.00
			Estimated Construction Staking	2.50% =	\$4,970.39
			Estimated Construction Administration	4.50% =	\$8,946.70
			Estimated Geotechnical Services and Materials Testing	0.75% =	\$1,491.12
				Subtotal of Administrative Fees =	\$31,655.12
				Construction Total and Administrative Fees =	\$230,470.75
				Construction Total and Administrative Fees Plus Contingency =	\$253,517.82

Notes:

Costs based on Sanderson Stewart Preliminary drawings dated 01/10/2018

Mobilization and Insurance based on percentage of total schedule cost

Construction contingency

Payment and Performance Bonds

If both 3/4-inch meters are demoed and a 3/4-inch or a 1-inch meter is installed, there will be no SDF owed.

All items are complete and in place.

Items Not Included in Estimate:

Sanderson Stewart cannot warrant that any opinions of probable cost provided by Sanderson Stewart will not vary from actual costs incurred by the client. Sanderson Stewart has no control over the cost or availability of labor, equipment, materials, or over market conditions or the Contractor's method of pricing. Sanderson Stewart makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Sanderson Stewart's opinion of probable cost.

AGREEMENT TO SELL AND PURCHASE

AND RECEIPT FOR EARNEST MONEY
COMMERCIAL AND INVESTMENT PROPERTIES

Date 11-1-2017

THE EXECUTION OF THIS AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD SEEK COMPETENT LEGAL ADVICE IF NOT UNDERSTOOD. THIS IS A LEGAL AND BINDING CONTRACT.

1. PARTIES AND PROPERTY:

King and King LLC. with right to assign

Buyer, taking title as:

Joint tenants with rights of survivorship, Tenants in common, Single in his/her own name, Other _____
agrees to buy, and the Seller agrees to sell on the terms and conditions set forth in this Contract, the following described real property
in the City of Billings County of Yellowstone State of Montana

Property commonly known as: 4130 & 4160 State Avenue
Legal description of the Property: S09, T01 S, R26 E, N IAC OF E2 LT 2 IN NE4 (LESS 3795 SQFT FOR RD) (14)
If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of the title company referred to in Section 10.

2. PURCHASE PRICE AND TERMS:

The purchase price shall be \$ [REDACTED] payable in U.S. Dollars by Buyer as follows:

\$ [REDACTED] (A) Earnest Money in the form of Personal Check Cashiers Check Other To be:
 1) Held and not deposited until acceptance by all parties.
 2) Deposited within 3 business days of acceptance.

Earnest Money to be held by American Title Broker Attorney Title Company
in a trust account on behalf of both Seller and Buyer. Broker is authorized to deliver the earnest money deposit to the closing agent, if any, at or before closing. Parties agree that interest accruing on earnest money, if any, while deposited shall be payable to Broker in consideration for services rendered. The undersigned sales representative hereby acknowledges receipt from Buyer of the above noted Earnest Money.

\$ [REDACTED] (B) Cash at closing, plus Buyer's closing costs, to be paid by Buyer at closing by cashier, certified check or electronic funds.

\$ _____ (C) Seller to finance Buyer's purchase under the following terms and conditions: _____

\$ _____ (D) Assumption of Existing Financing: _____

\$ [REDACTED] TOTAL PURCHASE PRICE

Additional Provisions: Seller commits to remove all personal property from the premises on or before the closing date. If all personal property and debris is not removed from site on or before close date, Seller shall place \$10,000.00 in escrow to be held by American Title, and shall have 30 days to remove all personal property and debris. If after 30 days, all personal property and debris has not been removed, Seller shall forfeit all funds to buyer. Additionally, Seller commits to participate in zone change application.

3. PERSONAL PROPERTY AND FIXTURES:

The following personal property shall be included in this sale and transferred by Bill of Sale at closing.
 Security Deposits Signs Dumpster(s) _____

The following personal property is leased and not included in the sale:
Fixtures: All permanently installed fixtures and fittings that are attached to the Property are included in the purchase price, such as electrical, plumbing, and heating fixtures, built in appliances, attached floor coverings, antennas, coolers or air conditioners, mailbox, and trees and shrubs, if any, except _____

All personal property and fixtures sold with the Property described above are sold "AS IS" without warranty by the Seller, either expressed or implied NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE.

4. CLOSING AND RELATED PROVISIONS:

(A) The date of closing shall be May 20, 2018 The parties may, by mutual agreement, agree to close the transaction at any time prior to the date specified. If third party financing is required by the terms of this Agreement (includes assumptions, contracts for deed, and lender financing), the closing shall occur on the date specified or as soon thereafter as financing is complete but no later than 10 days after the stated closing date. Buyer and Seller will deposit with the closing agent all instruments and moneys necessary to complete the purchase in accordance with this Agreement.

(B) Possession and Keys: Seller shall deliver to Buyer possession of the Property and allow occupancy at the date of closing.

(C) Closing Costs, Documents and Services: Buyer and Seller shall pay their respective closing costs and all other items required to be paid at closing except as otherwise provided herein. Buyer and Seller shall sign and complete customary or required document at or before closing. Fees for real estate closing services shall be split equally between the Parties.

(D) Place of closing shall be: American Title

[REDACTED]
Buyers initials

[Signature]
Sellers initials

5. PRORATION:

As of the date of closing Seller and Buyer agree to prorate current real estate taxes, pre-paid rents, current year assessments for special improvement debt that is assumed, and interest on any assumed loan(s), as well as: _____

6. CONTINGENCIES:

The closing of this agreement and sale of the property between Buyer and Seller is contingent upon the following, with this sale to terminate and earnest money returned to the Buyer if not satisfied in writing on or before May 20th, 2018

(Check those which apply)

- Buyer receipt of any City / County approval for proposed buildings / remodeling and related cost estimates.
- Buyer receipt of written City approval for Buyer's use of the property and confirmation of parcel zoning.
- Buyer receipt of acceptable zone change or special review.
- Buyer approval of preliminary title report including subdivision restrictions and S.I.D.'s, and future S.I.D.'s.
- Buyer approval of curb valve inspection report, condition of well & septic system, & of access to water/sewer/gas/elec. services.
- Buyer approval of Lead Base Paint, Radon, Asbestos and Mold Reports, and Americans with Disabilities Audit.
- Buyer approval of leases, contracts, income/expenses information, and owner's association/condo expense.
- Buyer approval of Property Condition and of subsoil conditions, measurements, access, ditches, and of floodplain exclusion.
- Buyer approval of: Survey Corner identification, Paid by Buyer Seller Shared Equally.
- Buyer approval of Phase One Environmental Report, Cost paid by Buyer Seller Shared Equally.
- Buyer closing of exchange property.
- Both parties attorney and accountant approval of this Agreement
- Buyer receipt of acceptable loan commitment, and appraisal.
- Any due diligence the buyer deems necessary.

Buyer agrees to diligently pursue each contingency checked. If Buyer shall fail to notify its Broker, Seller, or Seller's Broker, in writing, by the date noted above that the contingencies checked have not been satisfied then it shall be conclusively presumed that the Buyer has waived those contingencies for which no notice has been given. If Buyer, after due diligence, shall timely Notify Seller, Buyer's Broker or Seller's Broker, in writing, of a deficiency, then in such event this Agreement shall terminate and Buyer shall be entitled to prompt return of Buyer's Earnest Money deposit, less escrow holder or title cancellation fees

The Seller shall have the option of:

- a) Making said items operational
- b) Giving the Buyer(s) a credit for the items, or
- c) Canceling the Agreement to Sell and Purchase and refunding to the Buyer(s) any Earnest Money deposit or similar payments previously made to Seller.

Should Seller cancel the Agreement because of environmental condition, then Seller shall, shall not pay, or reimburse Buyer for the cost of the Phase One Environmental Audit

7. CONDITION OF PROPERTY AND RELATED ISSUES:

Seller agrees that the Property shall be in the same condition, broom clean, normal wear and tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property. Seller has no knowledge of any notice of violations of City, County, State, Federal, Building Zoning, Fire, Health Codes or ordinances, condemnation, hazardous waste, underground storage tanks, special improvement districts or other governmental regulation filed or issued against the Property, except noted herein:

If the property is damaged by fire, hail, or other casualty prior to time of closing, Seller shall be, shall not be obligated to repair the same before the date of closing. If such damage is not repaired within said time, this Contract may be terminated at the option of the Buyer and the Earnest Money shall be returned to Buyer. Should Buyer elect to carry out the Contract despite such damage, Buyer shall be entitled to credit for all the insurance proceeds resulting from such damage to the Property and Inclusions, not exceeding, however, the total purchase price. Should any Inclusion(s) or service(s) fail or be damaged between the date of this Contract and the date of closing or the date of possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion(s) or service(s) with a unit of similar size, age, and quality, or an equivalent credit, less any insurance proceeds received by Buyer covering such repair or replacement. Buyer agrees to accept property in "AS IS, WHERE IS" condition except as herein provided.

8. ASSIGNABILITY:

~~This Contract shall not be assignable by Buyer without Seller's prior written consent, which assignment shall not be unreasonably withheld by Seller. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.~~

9. CONVEYANCE:

Seller shall convey the real Property by Warranty Deed including all interest of Seller in vacated alleys and streets, easements, other apportionments and improvements free of all liens and encumbrances except those described in the title insurance section of this agreement, and reservations or conveyances of record. All water rights, entitlements, claims, certificates and permits are included with the property, with any transfer fees split equally.

10. TITLE INSURANCE:

Seller, at Sellers expense, shall furnish Buyer title insurance from American Title (Title Company) pursuant to a standard form American Land Title Association title insurance commitment in the amount equal to the purchase price, committing to insure merchantable title to the real Property in Buyer's name, free and clear of all liens and encumbrances except encumbrances hereinabove mentioned, zoning ordinances, building and use restrictions, reservations and exceptions in patents from the United States and the State of Montana, all standard ALTA exceptions, beneficial utility easements apparent or of record, other easements of record, real estate taxes for the year in which closing occurs, Special Improvement Districts (including rural SID's) either noticed to seller by the city / county but not spread, or currently assessed, if any which will be:

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Buyers initials

Sellers initials

PAID OFF BY SELLER AT CLOSING

ASSUMED BY BUYER AT CLOSING,

The following loans _____ the following leases All applicable
should be assigned to Buyer at closing. If the Seller's title is not merchantable and cannot be made merchantable before the stated closing date, 30
ADDITIONAL DAYS SHALL BE ALLOWED FOR THE SELLER TO MAKE SUCH TITLE MERCHANTABLE. If at that time
the title is still not merchantable, this Contract may be terminated by Buyer with no penalty, and the earnest money will be returned to Buyer.
Encumbrances to be discharged by Seller shall either be satisfied prior to closing or from Sellers' proceeds at time of closing.

11. TAX DEFERRED EXCHANGE: (check, where applicable)

Buyer herein acknowledges that it is the intention of Seller to create IRC Section 1031 tax deferred exchange and that Seller's rights and
obligations under this agreement may be assigned to facilitate such exchange. Buyer agrees to cooperate with Seller in any manner necessary to
enable Seller to qualify for said exchange at no additional cost or liability to Buyer, including the execution of an Assignment Agreement.

Seller herein acknowledges that it is the intention of Buyer to complete IRC Section 1031 tax deferred exchange and that Buyer may assign his
rights and obligations under this agreement for the purpose of completing such exchange. Seller agrees to cooperate with Buyer in any manner
necessary in order to complete said exchange at no additional cost or liability to Seller, including the execution of an Assignment Agreement.

12. STATUTORY DISCLOSURES:

METHAMPHETAMINE: If the property is inhabitable real property, the Seller represents to the best of Seller's knowledge that the Property has
 has not been used as a clandestine Methamphetamine drug lab. If the Property has been used as a clandestine Methamphetamine drug lab
Seller agrees to execute and provide any documents or other information that may be required under Montana law concerning the use of the Property
as a clandestine Methamphetamine drug lab.

RADON: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks
to persons who are exposed to it over time. Levels of radon that exceed federal guidelines have been found in buildings in Montana. Additional
information regarding radon and radon testing may be obtained from your county or state public health unit. Buyer acknowledges receipt of a copy of
this statement prior to entering into the agreement to sell and purchase - commercial.

If the Property is inhabitable real property as defined in the Montana Radon Control Act, Seller(s) represent that to the best of Seller's knowledge the
Property has has not been tested for radon gas and/or radon progeny and the Property has has not received mitigation or
treatment for the same. If the Property has been tested for radon gas and/or radon progeny, Seller agrees to provide, as available, test results to
Broker along with any evidence of mitigation or treatment.

LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, the Seller has has no
knowledge of lead-based paint and/or lead-based paint hazards on the Property. If seller has knowledge of lead-based paint and/or lead-based paint
hazards on the Property Seller agrees to provide all pertinent reports and records concerning that knowledge. Seller acknowledges that the Broker
has advised the Seller of Seller's obligation to make lead-based paint disclosures and Broker's obligation to ensure that the Seller satisfies this
obligation.

MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act the Seller represents to the best of Seller's
knowledge that the Property has has not been tested for mold and that the Property has has not received mitigation or treatment
for mold. If the Property has been tested for mold or has received mitigation or treatment for mold Seller agrees to provide any documents or other
information that may be required under Montana law concerning such testing, treatment or mitigation.

13. TIME OF ESSENCE / REMEDIES:

Time is of the essence hereof. If any note or check received as Earnest Money hereunder or any other payment due hereunder is not paid, honored
or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(A) If Buyer is in default: If Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the
transaction within the time period provided in this agreement, Seller may:

- 1) Declare the earnest money paid by Buyer to Broker to be forfeited to Seller as liquidated damages, which sum the parties
agree is a reasonable sum, as the actual damages to Seller would be extremely difficult or impractical to ascertain; or
- 2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; or
- 3) Demand Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

(B) If Seller is in default: If Seller fails to accept the offer contained in this Agreement within the time period provided, all earnest
moneys shall be returned to Buyer. If Seller accepts the offer contained in this Agreement but refuses or neglects to consummate the
transaction within the time period provided in this Agreement, Buyer may:

- 1) Demand immediate repayment of all moneys that Buyer has paid to Broker as earnest money, and upon return of such money
the rights and duties of Buyer and Seller under this agreement shall be terminated.
- 2) Demand that Seller specifically perform Seller's obligations under this Agreement; or
- 3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

14. EARNEST MONEY DISPUTE:

Notwithstanding any termination of this Contract, Buyer and Seller agree that, in the event of any controversy regarding the Earnest Money and
things of value held by Broker or Closing Agent, unless mutual written instructions are received by the holder of the Earnest Money and things of
value, Broker or Closing Agent shall not be required to take any action but may await any proceeding, or at Broker's or Closing Agent's option and
sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court
costs and reasonable attorney fees.

15. BUYER'S CERTIFICATION:

By entering into this Agreement, each person or persons executing this Agreement as Buyer represents that he/she is eighteen (18) years of age or
older, of sound mind, and legally competent to own real property in the State of Montana; and if acting on behalf of a corporation, partnership, or
other non-human entity, that he/ she is duly authorized to enter into the Agreement on behalf of such entity.

16. SELLER'S CERTIFICATION:

By entering into this Agreement, each person or persons executing this Agreement as Seller represents that he/she is eighteen (18) years of age or
older, of sound mind, and legally entitled at this time to transfer title to the real property free and clear of all liens and encumbrances except those

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Buyers initials

Sellers initials

described in this Agreement; and if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into the Agreement on behalf of such entity.

17. ALTERNATIVE DISPUTE RESOLUTION:

MEDIATION: If a dispute arises between the parties relating to this Contract, the parties may agree to submit the dispute to mediation. The parties may jointly appoint an acceptable mediator and may share equally in the cost of such mediator. If mediator proves unsuccessful, the parties may then proceed with such other means of dispute resolution as they so chose.

18. ATTORNEY'S FEES:

If either party defaults in its performance of this Agreement and the other party employs an attorney because of such default, the defaulting party agrees to pay, on demand, all costs, charges, and expenses, including reasonable attorney's fees, reasonably incurred at any time by the other party because of the default.

19. ENTIRE CONTRACT:

All prior Agreements between the parties are incorporated in this Agreement, which constitutes the entire Contract. Its terms are intended by the parties as a final expression of their Agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior Agreement or contemporaneous oral Agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any involving this Agreement. If any portion of this Agreement shall be held to be void or unenforceable, the balance hereof shall nonetheless be effective. This Agreement shall be governed by the laws of the State of Montana and shall be binding upon the heirs, successors and permit assigns of the parties.

20. BROKER RELATIONSHIPS:

The following agency relationship(s) are hereby confirmed for this transaction.

Listing Agent Amy Kraenzel Is the agent of (check one): Seller exclusively
(Print Agent name) Both /Buyer & Seller

Selling Agent Matt Robertson Is the agent of (check one): Buyer exclusively
(Print Agent name) Both /Buyer & Seller

21. ADDENDUM ATTACHED:

22. CONSENT TO DISCLOSE:

Buyer and Seller hereby consent to the procurement and disclosure by Buyer, Seller, Broker, and their attorneys, closing agents, and other parties having interest essential to this Agreement, of any and all information reasonably necessary to consummate the transaction described in this Agreement, specifically including access to escrow agents and lenders for review of contracts, deeds, trust indentures, inspections, or similar documents of prior transaction concerning this property or underlying obligations pertaining thereto.

23. COUNTERPARTS / FACSIMILE:

A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete Contract between the parties. The parties agree that a facsimile copy of this Agreement to Sell and Purchase which contains the parties' signatures may be used as the original.

24. BUYER'S COMMITMENT:

Buyer agrees to purchase the above described Property on the terms and conditions set forth in the above offer and grants said sales Representative until 11/4/2017 at 5:00PM to secure Seller's written acceptance. Buyer may withdraw this offer at anytime prior to Seller's written acceptance. If Seller has not accepted by the time specified, this offer is automatically withdrawn. Buyer hereby acknowledges receipt of a copy of this Agreement of Sell and Purchase-Commercial and Investment Properties, bearing Buyer's signature(s) and that Buyers have read and understand this Agreement.

Buyer's Phone: _____ Buyer's Signature: SKIP KING
Address: _____ Buyer's Signature: _____

DocuSigned by:
131481088DDC477...

25. SELLER'S COMMITMENT:

Seller agrees to sell and convey to Buyer the above-described Property on the terms and conditions hereinabove stated.

Seller acknowledges receipt of a copy of this Agreement bearing the signature(s) of Buyer and Seller.
Dated this 3rd day of November At 12 am/pm.
Seller's Phone: 672-5208 Seller's Signature: [Signature]
Address: 4130 State Ave Seller Signature: [Signature]

SK / [Signature]
Buyers initials Sellers initials

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) - dated as of this _____, day of _____, 2018, is entered into by and between **King & King, LLC** with an address of 1551 Zimmerman Trail, Billings, Mt 59102, the **City of Billings (the “City”)**, a municipal corporation with an address of 210 North 27th Street Billings, Montana 59103, and **South Billings Urban Renewal Association, Inc. (SBURA)**, a 501(c)(6) non-profit organization (collectively, the “Parties”).

WITNESSETH:

WHEREAS, pursuant to City of Billings Ordinance No. 08-5462 (the “Ordinance”) the City has created the South Billings Boulevard Urban Renewal District (the “Urban Renewal District”) which contains a tax increment provision;

WHEREAS, King & King, LLC plans to improve certain property located within the Urban Renewal District, more particularly described in the King & King TIF Application Packet (the “Project”) and has provided the Urban Renewal District with a schedule of improvements.

WHEREAS, the City requires certain details and specification of the rights, duties, obligations and responsibilities which exist in connection with the construction of certain public improvements. These improvements include the installation of a public parking lot, storm drain improvements, landscaping improvements, demolition of existing dilapidated structures, utility improvements to include water and sanitary sewer, and improvements in the Van Buren right of way. The project includes all labor, material costs, and any other costs associated with the construction and installation thereof, as more particularly set forth in the King & King TIF Application Packet attached hereto and made a part hereof (hereafter the “Public Improvements”);

WHEREAS, pursuant to the Ordinance, the City has determined that the Project and Public Improvements to be constructed therewith are Urban Renewal Projects and that such improvements are eligible for tax increment financing and are clearly defined as eligible expenses in Montana Code Annotated 7-15-4288;

WHEREAS, the SBURA board of Directors has voted at its March 6th, 2018 board meeting to recommend funding the King & King, LLC TIF application for a certain amount, pursuant to a Memorandum of Understanding approved by the City January 13, 2014 establishing the roles of the parties.

NOW THEREFORE, for good and valuable consideration, the Parties hereto hereby agree, covenant and represent as follows:

Section 1. Development of the Project.

- 1.A. The SBURA has prepared an application packet titled “King & King TIF Application Packet” which details the elements of the project. King & King, LLC represents that as expeditiously as possible, King & King, LLC shall undertake construction of the Project. These improvements are projected to be substantially complete in approximately 1-2 months.

- 1.B. King & King, LLC shall obtain the necessary approval from the City for all construction relating to the Project. King & King, LLC, shall construct all improvements in accordance with City ordinances and any other applicable local, state and/or federal laws or regulations. King & King, LLC acknowledges that the Project is subject to applicable permit fees in place at the time a building permit is secured, or applied for, as to the construction of the Project or any portion thereof.

Section 2. Reimbursements. Consistent with the Parties’ desire that South Billings Tax Increment Revenue, specific to this Project, be used to reimburse King & King, LLC for the costs of Public Improvements, the City agrees to allocate up to and not to exceed \$212,993.00. It is understood that at no time shall King & King, LLC be reimbursed for more than the portion of the cost of the total agreed upon qualified public improvements. The cost of said Public Improvements shall be subject to Audit by the City. The reimbursement will be made by the City to King & King, LLC with a lump sum payable after the project is completed.

Section 3. Obligation of the City. The City intends to refund a portion of the costs for Public Improvements as set forth above to King & King, LLC, using South Billings Boulevard Urban Renewal District tax increment dollars that have been collected by the City of Billings.

Section 4. Entire Agreement. This Agreement supersedes all prior written or oral understandings or negotiations that the Parties may have undertaken and constitutes the entire agreement between the Parties.

Section 5. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Montana. Venue shall be in Yellowstone County, Montana.

Section 6. Construction. If any provision of this Agreement is found to be invalid to any extent, the remainder of this Agreement shall not be affected thereby, and any such provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 7. Successors and Assigns. The stipulations and agreements of this Agreement shall be binding upon the Parties' successors and assigns.

Section 8. Notices. Any notice, demand or request under this Agreement shall be delivered in person or sent via U.S. Certified Mail, postage prepaid, to the Parties at the following addresses:

City of Billings
2825 3rd Avenue North, 4th Floor
Billings, MT 59101
Attn: Wyeth Friday

King & King, LLC
1551 Zimmerman Trail
Billings, MT 59102
Attn: Skip King

South Billings Urban Renewal Association, Inc.
430 S Billings Blvd
Billings, MT 59101
Attn: Scott Hanser

Section 9. Attorney Fees. If it becomes necessary for any 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 shall be entitled to recover from the other party its' reasonable attorney fees and costs.

Section 10. Amendments. Amendments or modifications to this Agreement or any provisions herein shall be made in writing by the party requesting the change and upon written acceptance and execution by all parties shall become a part of this Agreement.

Section 11. Force Majeure. For the purposes of this Agreement "Force Majeure" shall mean any act of God, fire, earth movement, flood, explosion, action of the elements, war, invasion insurrection, acts of terrorism, riot, mob violence, sabotage, inability to procure general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions (unless provoked in bad faith violation of any labor laws by the party claiming its obligation or undertaking was prevented or delayed), condemnation, requisition, laws, orders of governmental or civil or military or naval authorities, or any other cause, similar to the foregoing, not within the control of such party, provided, however, Force Majeure, shall not include lack of funds or inability of obtain financing. During any time period in which an element of Force

Majeure may exist, the Parties hereto are excused as to any performance substantially affected thereby.

Section 12. Parties to this Agreement. The only parties to this Agreement are King & King, LLC, the City of Billings, and SBURA, Inc. This Agreement establishes a right of reimbursement for the cost of Public Improvements paid by King & King, LLC and the City shall honor that obligation as set forth herein.

IN WITNESS WHEREOF, the Parties have set their hands and seals the day and year first above written.

KING & KING, LLC

By: _____
Its: Owner

STATE OF MONTANA)
)
)
County of Yellowstone)

 This instrument was acknowledged before me on the ____ day of _____,
2018, by _____, the _____,
of King & King, LLC

SEAL

Sign: _____
Print Name: _____
Notary Public for the State of Montana
Residing at Billings, MT
My Commission expires: _____

King & King, LLC TIF Application Site Photos





Regular City Council Meeting

Meeting Date: 05/14/2018

TITLE: Approval of Amendment 2 with Morrison-Maierle, Inc. for Schematic Design Fees for the Airport Terminal Expansion Project.

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

Presentation: No

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. Amendment 2 to that agreement with Morrison-Maierle is for the architectural fees for the design team of A&E Architects, Price Simon and Harvey, and KPA Group to provide the first phase of the design process, which is called Schematic Design. During this phase, the architectural group meets with the Airport staff to determine the scope of the project, the goals of the project, and through field surveys, starts to put together the concept for the new structure's appearance. This process also includes analyzing how the new layout will connect with the existing building, how passengers will flow through the building, the phasing process for the construction of the project, and a rough estimate of the project cost. Due to the complexity of this project, it is anticipated that the Schematic Design phase will take until August to complete. Once complete, the architects will move on to the Design Development phase, which will require another set of fees for Council to approve in a future amendment, once the design scope is confirmed. The scope of work for the Schematic Design and associated fees have been negotiated by staff and are acceptable for this architectural work. A copy of this Amendment is on file in the City Clerk's Office.

ALTERNATIVES ANALYZED

City Council may:

- Approve Amendment 2 with Morrison-Maierle for the Architectural fees for the Schematic Design process; or
- Decline to approve Amendment 2 with Morrison-Maierle, and provide staff direction on how to proceed.

FINANCIAL IMPACT

The total cost of Amendment 2 is \$611,127. This project is included in the current budget and funding will be 90% FAA Airport Improvement Program (AIP) grant funds with a 10% local match, which is available in the Airport Capital Account. AIP grant funds will cover \$550,014 and local funds will be \$61,123.

RECOMMENDATION

Staff recommends that the City Council approve Amendment 2 with Morrison-Maierle for the amount of \$661,127 for Schematic Design services for the Airport Terminal Expansion project.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 05/14/2018

TITLE: Approval of Amendment 8 with Morrison-Maierle, Inc. for a Pavement Condition Index Survey

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

Presentation: No

PROBLEM/ISSUE STATEMENT

On April 10, 2017, the City Council approved a five-year contract with Morrison-Maierle, Inc. to provide all the Airport's project designs, surveys, development of project plans, and contract administration. The five-year term contract is amended each time a project is undertaken, and Amendment 8 for \$67,714 will provide the engineering services for a Pavement Condition Index (PCI) Survey. Every three years the Federal Aviation Administration (FAA) requires the Airport to survey all airfield pavement surfaces in order to provide information on the condition of those pavement surfaces. The information from this survey is used to develop a preventative maintenance schedule and to program the needed pavement repairs or replacement projects before the pavement fails and costly emergency repairs are needed. The scope of work and associated engineering fees for these services have been reviewed and negotiated by staff and approved by the FAA.

ALTERNATIVES ANALYZED

City Council may:

- Approve Amendment 8 with Morrison-Maierle for engineering services to provide the PCI Survey; or
- Decline to approve Amendment 8, delaying the project.

FINANCIAL IMPACT

The total cost of Amendment 8 with Morrison-Maierle for the engineering services to provide a PCI Survey is \$67,714, and will be funded 90% with a FAA Airport Improvement Program (AIP) grant and with a 10% local match. The Federal share will be \$60,943 and the Airport's local share will be \$6,771. This project is included in the Capital Improvement Program and the local funds are available in the Airport's Capital account.

RECOMMENDATION

Staff recommends that the City Council approve Amendment 8 with Morrison-Maierle, for the engineering services associated with the PCI Survey, for the amount of \$67,714.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 05/14/2018

TITLE: Memorandum of Agreement-Billings Metropolitan Transportation Planning Process

PRESENTED BY: Scott Walker

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

This Memorandum of Agreement (MOA) between the City of Billings, Yellowstone County, Yellowstone County Board of Planning and the Montana Department of Transportation confirms the continuing Transportation Planning Process between the before mentioned entities per federal requirements. This MOA updates Federal guidance and further establishes the forum and process of the local Technical Advisory Committee (TAC) and the Policy Coordinating Committee (PCC). Furthermore, the agreement identifies procedures for obtaining public involvement in coordination with policies developed by the PCC and reinforces the development of the annual local Unified Planning Work Program (UPWP). The last update of this MOA was February 2009 and this current update will supersede any past updates. The Yellowstone County Board of Planning approved of this agreement at its meeting on April 24. The City Council is being asked to approve the agreement and direct its PCC representative, the Mayor, to bring that approval recommendation to the PCC at its May 22 meeting.

ALTERNATIVES ANALYZED

City Council may:

- Approve the MOA between the City of Billings, Yellowstone County, Yellowstone County Board of Planning and the Montana Department of Transportation and direct the Mayor to bring that recommendation to the Policy Coordinating Committee, or;
- Disapprove the MOA between the City of Billings, Yellowstone County, Yellowstone County Board of Planning and the Montana Department of Transportation and direct the Mayor to bring that recommendation to the Policy Coordinating Committee. Disapproving the MOA may place the overall Billings Metropolitan Planning process in jeopardy for ongoing access to federal transportation planning funding.

FINANCIAL IMPACT

Approval of the MOA insures ongoing access to federal transportation planning funding for the Billings Metropolitan Planning Organization and sustained cooperation on transportation planning and projects between Billings and the Montana Department of Transportation and the Federal Highway Administration.

RECOMMENDATION

Staff recommends that the City Council approve the Memorandum of Agreement and direct the Mayor to take that recommendation to the PCC meeting on May 22.

APPROVED BY CITY ADMINISTRATOR

Attachments

Memorandum of Agreement

MEMORANDUM OF AGREEMENT

BILLINGS METROPOLITAN TRANSPORTATION PLANNING PROCESS

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "STATE", the CITY OF BILLINGS, hereinafter referred to as "CITY", the COUNTY OF YELLOWSTONE, hereinafter referred to as "COUNTY," and the YELLOWSTONE COUNTY BOARD OF PLANNING, hereinafter referred to as "PLANNING BOARD."

WITNESSETH THAT:

WHEREAS, Title 23, Chapter 1, Section 134 of the United States Code, Title 23 Section 150, and Title 49, Chapter 53, Section 5303 of the United States Code require that a Metropolitan Planning Organization (MPO) be designated for each metropolitan area with a population of 50,000 or greater. As a condition to the receipt of Federal highway and transit funds, that the metropolitan area must have a continuing, cooperative, and comprehensive performance-based multimodal transportation planning process that provides for consideration and implementation of projects, strategies, and services that consider all transportation modes and supports community development and sound goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and,

WHEREAS, the parties to this Agreement desire to continue to cooperate in the transportation planning process now in progress and further desire to ensure that transportation planning is an integral part of continuing, cooperative and comprehensive planning; and,

WHEREAS, the parties to this Agreement desire to take a performance-driven, outcome based approach to planning and programming linking investment decision making to the achievement of performance targets; and,

WHEREAS, the PLANNING BOARD is a legally constituted agency and authorized to carry on comprehensive planning under Title 76, Chapter I, Montana Code Anointed (MCA); and,

WHEREAS, the PLANNING BOARD has been designated by the Governor of the State of Montana as the MPO, which designation may be clarified as needed; and,

WHEREAS the STATE, CITY, and COUNTY recognize the PLANNING BOARD as the officially designated MPO for the Billings urbanized area; and,

WHEREAS, the Policy Coordinating Committee (PCC) has been established as the official governing body of the Billings Metropolitan Transportation Planning Process, thus having final local approval of all Federal Surface Transportation Program-Urban Funded transportation projects in the Billings Metropolitan Planning Area, approval of the Metropolitan Transportation Plan, the Transportation Improvement Plan, and the Unified Planning Work Program; and,

WHEREAS, the CITY, acting through the Aviation-Transit Department, operates a transit system and maintains responsibility for providing CITY residents with safe and reliable transit service, as well as implementing improvement to meet changing travel needs; and,

WHEREAS, Title 23, U.S.C., Section 104 (f) and Title 49 U.S.C., Section 5303 provide planning funds (PL and Section 5303) for the purpose of carrying out metropolitan transportation planning requirements of Section 134 of the Title 23; and,

WHEREAS, the STATE and designated MPO shall execute or cause to be executed separate agreements for the distribution of PL and Section 5303 funds; and,

WHEREAS, the STATE and designated MPO shall execute or cause to be executed separate agreements for the roles and responsibilities for air quality conformity; and developing and sharing performance data, setting performance targets, reporting targets, and tracking progress towards meeting targets.

NOW, THEREFORE, BE IT RESOLVED that the parties hereto do mutually agree to:

1. Cooperatively carry out transportation planning and programming in the Billings Metropolitan Planning Area through the following established forum and process:

- A. The Policy Coordinating Committee shall manage the executive business of the Billings Metropolitan Transportation Planning Process and develop and keep current transportation planning in the Billings Metropolitan Planning Area. The Policy Coordinating Committee shall consist of the following officials:

Voting Members:

Member – City governing body as designated by the City of Billings
City Council and a first or second alternate for the designee
Chairman – Board of Yellowstone County Commissioners
President – Yellowstone County Board of Planning
District Administrator - Montana Department of Transportation
District Administrator – Federal Highway Administration (Non-voting)

- B. The Technical Advisory Committee (TAC) shall provide technical advice to the Policy Coordinating Committee and technical direction to and coordination of the metropolitan transportation planning staff concerning transportation planning. The Technical Advisory Committee shall, at a minimum, consist of the following members:

Regular Members

Deputy Public Works Director – City of Billings
City Engineer – City of Billings
Traffic Engineer – City of Billings
City/County Planning Manager – City of Billings/Yellowstone County
Transportation Planning Coordinator – City of Billings/Yellowstone County
Transit Manager – Billings Aviation-Transit Department
Transit Planning – Billings Aviation-Transit Department
Director of Public Works – Yellowstone County
Civil Engineer/County Public Works – Yellowstone County
Construction Engineer/Billings District – Montana Department of Transportation
Statewide & Urban Planning Supervisor – Montana Department of Transportation

Ex-Officio Members

- Public Works Director – City of Billings
- Program Manager – Environmental Health Services, RiverStone Health
- Director – Billings Aviation-Transit Department
- Director – Billings Planning & Community Services Department
- Representative – Billings School District Two
- Public Works Engineer – Montana Rail Link
- Administrator – Rail & Transit Division, Montana Department of Transportation

Ex-Officio members shall have full voting privileges, but their membership shall not count toward a quorum. Their attendance shall be requested when a subject arises concerning their area of expertise.

Non-Voting Members

- Planning & Program Development Engineer – Federal Highway Administration

Additional members can be appointed to this committee by a majority vote of the membership.

A member of the TAC may authorize an alternate to represent him/her at any time by communicating that to the Chairperson or to staff.

- C. Public Involvement. Procedures for obtaining public involvement will be adopted by the Policy Coordinating Committee. These procedures will describe methods to obtain additional local input in the planning process.
- D. Transportation Planning Area At a minimum, continuing, cooperative and comprehensive transportation planning will be conducted in that portion of the Billings area that is expected to become urbanized during any forecast period. Said area shall be referenced as the Billings Transportation Planning Area. Any transportation planning that may be conducted outside the transportation planning area will be determined by the TAC and approved by the PCC.
- E. Scope of Services the transportation planning process shall be:
 - 1) Cooperative, in that, the State, County, City, and Planning Board shall cooperatively accomplish the transportation planning process in response to the needs and changes occurring in the study area.

The STATE, MPO and CITY shall coordinate their respective targets for performance measurement to ensure consistency, to the maximum extent practicable. This includes, but is not limited to, identifying how performance-based planning provisions will be cooperatively implemented.

- 2) Comprehensive, in that, all elements affecting metropolitan area development and transportation shall be considered. These elements and requirements are described in various documents published by the U. S. Department of Transportation.
- 3) Continuing, in that, the planning process is intended to continue indefinitely and shall be maintained as long as this Agreement is in force.

The operational scope of the transportation planning process will involve conducting the following general activities:

- (a) Establish a coordinated process for the collection and sharing of performance data, the selection of performance targets, reporting targets, and tracking progress towards meeting targets for the metropolitan area.
- (b) Collect, maintain, analyze and disseminate basic planning information and engineering data.
- (c) Serve the public and private sectors, by providing current information concerning plans, programs, projects, recommendations and implementation schedules.
- (d) Prepare, update and revise long and short-range transportation plans to consider all transportation modes in the transportation planning area; develop transportation improvement programs for project implementation; prepare, update and revise a public involvement plan; and, conduct air quality conformity determinations, to the extent required, for new or revised transportation plans and improvement programs.
- (e) Prepare and distribute studies, reports, maps, plans, etc., for documentation and information purposes; participate in meetings, seminars, etc., at all levels of government; coordinate planning and plan implementation activities; and, conduct public information and involvement programs.
- (f) Research, investigate and develop estimating, forecasting and related planning procedures.

F. Work Program – An annual unified planning work program shall be prepared by the participating agencies, which defines the urban transportation and transportation related planning activities to be conducted within the MPO planning area, regardless of funding sources. The unified planning work program shall include:

- 1) A brief discussion of program objectives and accomplishments, including performance targets, during the previous 12-month period; and
- 2) A description of major activities to be performed during the next year, who will perform the work, the resulting products and a summary of the total amounts and sources of federal and matching funds.

2. Mechanisms governing the agreement are as follows:

- A. Changes in Agreement – Any alteration, extension or supplement to the terms of this agreement, as detailed herein, shall be agreed to, in writing, by the signatory parties.
- B. Bylaws – Both the Policy Coordinating Committee and the Technical Advisory Committee shall adopt and comply with bylaws as are justified and warranted to enact the purposes of this Agreement.

- C. Term of Agreement – This Agreement shall be for a perpetual term unless changed as provided for in paragraph 2.A. above, or terminated in the manner described as follows: Any party may terminate its interests and obligations under this Agreement by giving at least ninety (90) days’ notice, in writing, to the other parties.

- D. Previous Agreements – This Agreement supersedes previous Agreements between the STATE, CITY, COUNTY, and PLANNING BOARD executed on March 25, 1964, August 9, 1971, December 19, 1972, May 8, 1978, June 13, 1983, April 3, 1986, February 22, 1990, July 7, 1992, and February 18, 2009.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

APPROVED FOR CITY OF BILLINGS

APPROVED FOR THE STATE

By _____
 City Council Designee or Alternate of the Designee

By _____
 Director, Montana Department of Transportation

ATTEST:

By _____
 City Clerk

By _____
 Legal Counsel,
 Montana Department of Transportation

APPROVED FOR YELLOWSTONE COUNTY

APPROVED FOR YELLOWSTONE COUNTY
 BOARD OF PLANNING

By _____
 Chairman, Board of County Commissioners

By _____
 President

ATTEST:

By _____
 Clerk and Recorder

Regular City Council Meeting

Meeting Date: 05/14/2018

TITLE: WO 18-09: Downtown Traffic Study Contract for Professional Services

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

The purpose of this project is to analyze various alternatives to the traffic network in Downtown Billings. City staff has received various requests (reducing the number of travel lanes, street closures, and switching one-way streets to two-way streets) in the past. However, staff has been reluctant to initiate any changes without knowing how those changes impact other plans/alternatives. This study will perform the analyses and give staff a quantitative document to take to the public for input on how to shape the traffic of Downtown Billings. Staff requested the services of an engineering firm to conduct data collection and traffic modeling services for the project. Kittleson & Associates was selected through the Request for Proposals (RFP) process. Other firms considered were DOWL, Sanderson Stewart, HDR, and Marvin & Associates. The contract amount is \$189,617.

ALTERNATIVES ANALYZED

The Council may:

- Award the Contract for Professional Services to Kittleson & Associates; or
- Do not award the contract. If the contract is not awarded, staff will be unable to assess impacts to the downtown area prior to changes being made.

FINANCIAL IMPACT

The cost of design services is \$189,617. The project will be funded using Gas Tax.

RECOMMENDATION

Staff recommends that the City Council authorize the Mayor to execute a Contract for Professional Services with Kittleson & Associates for \$189,617.

APPROVED BY CITY ADMINISTRATOR

Attachments

WO 18-09 Contract

Contract for Professional Architectural and Engineering Services

Work Order 18-09: Downtown Traffic Study

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

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 11 pages (Basic Services of Contractor);

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

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

Appendix D consisting of 2 pages (Schedule of Professional Fees);

Appendix E consisting of 1 pages (Project Schedule);

Appendix F consisting of 25 pages (Certificate(s) of Insurance); and

PART I SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
- B. "Billings" means the City of Billings.
- C. "Contractor" means Kittelson & Associates, Inc.

Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
- B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.

- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
- D. The Engineer shall provide all project deliverables (as outlined in Appendix A) as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the project deliverables have all been received by the City of Billings.
- E. The Contractor shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix D.
- C. This Contract shall terminate at midnight on March 1, 2019.

Section 4. Compensation; Method of Payment.

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

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

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

Section 7. Insurance.

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

Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

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

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

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

Section 10. Notices.

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

Billings: Erin Claunch
City of Billings
Public Works - Engineering
2224 Montana Avenue
Billings, Montana 59101

FAX: (406) 237-6291

Contractor: Andy Daleiden
Kittelson & Associates, Inc.
101 S. Capitol Boulevard, Suite 301
Boise, ID 83702

FAX: (208) 338-2685

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: Andy Daleiden, Principal Engineer
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

Contractor

City Council or Designee

Date: _____

Name: _____

Title: _____

Date: _____

ATTEST:

IRS Tax ID # _____

City Clerk

APPROVED AS TO FORM:

Date: _____

By _____

BRENT BROOKS, City Attorney

State of Montana

County of _____

This instrument was signed and sworn to before me

on _____ by _____ as _____

(Name of signer)

(Title)

(Notary Signature)

[Affix seal/stamp to the left or below]

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

Appendix A

Basic Services of Engineer

Section 1. Engineer's Rights and Duties.

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

Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.

- K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Andy Daleiden, PE working under the Principal-in-Charge, John Ringert, PE.

Section 2. Billings Rights and Duties.

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

Section 3. Scope of Work.

This scope of work (SOW) was developed in collaboration with staff from the City of Billings in order to implement and achieve the Study purpose. The SOW uses a tiered approach to identify, evaluate, and summarize operational results for the various network alternatives to assist the City with future decision-making on the downtown transportation system. ***This phase of the Study will not include any public involvement.*** The consultant, PMT, and PAC are described below.

- **Consultant** – Kittelson & Associates, Inc. (Kittelson), the prime contractor, will lead the overall Study effort in close coordination with the PMT. DOWL will serve as a subconsultant on this Study.
- **Project Management Team (PMT)** – The PMT will consist of the City of Billings. The PMT will provide guidance to the Consultant on day-to-day activities of the Study, as well as review and provide comments on all deliverables. The PMT will meet five times with the Consultant to discuss the study activities, upcoming deliverables, and meetings via conference calls and/or in-person (if combined with another project trip). The PMT is the decision-making group for the Study.
- **Project Advisory Committee (PAC)** – The PAC will consist of a broader group of agencies and non-agency representatives from various organizations impacted by the study area. The PAC's purpose is to provide a wide range of perspectives that bring insights to the PMT during the development and evaluation of alternatives. The PAC would participate in up to three (3) meetings during the Study. Initial PAC representation is anticipated to include the following:
 - City of Billings Engineering Division
 - City of Billings Planning Division
 - City of Billings Parking Division
 - City of Billings Metropolitan Transit System (MET)
 - Montana Department of Transportation (Billings District, Traffic)
 - East Billings Urban Renewal District (EBURD)

- Downtown Billings Alliance (DBA)

Handouts, infographics, summary tables, cut sheets and PowerPoint presentations will be used during the Study to expedite conversation and decision-making with the PMT and PAC. A final report will be developed to bring together all key findings from the Study. This report will provide the City of Billings with technical findings of the transportation system in downtown for use in initiating the discussion with the public on potential transportation network changes in downtown Billings.

This SOW shall be the basis for the Professional Service Agreement (PSA). References in this SOW to “Consultant” include Kittelson & Associates, Inc. (Kittelson) and the subconsultants (DOWL). The Consultant will perform quality control checks of all deliverables listed in this SOW prior to submittal. Unless otherwise noted, all tasks and deliverables listed in this SOW will be completed by the Consultant. The Consultant plans to deliver the Study Report in October 2018. The Study will be completed by March 1, 2019.

Task 1. Project Management

This task includes preparing for and attending project coordination meetings with the PMT, and conducting project management activities for the duration of this Study.

- 1.1. **Coordination Meetings with PMT.** Prepare for and direct up to five (5), one-hour coordination, in-person meetings (~8-week intervals) with the PMT. The purpose of these meetings is to provide project status updates, discuss upcoming deliverables and/or public involvement activities, key milestones and review comments on deliverables. Provide brief, email summaries for each coordination meeting.
- 1.2. **Email Updates to the City.** Prepare six (6) email updates for the project and send to the City’s project manager for use with internal coordination and discussion with stakeholders. These email updates would occur between the PMT meetings.
- 1.3. **Monthly Invoices & Progress Reports.** Prepare monthly invoices and progress reports. Progress reports will summarize all work completed by the Consultant in the month. One invoice and progress report will be submitted to the City each month.
- 1.4. **Project Advisory Committee (PAC) Meetings.** Prepare for and direct up to three (3) two-hour in-person meetings with the PAC. A PowerPoint presentation will be developed for these meetings to support the discussion. Prepare meeting summaries from each meeting. These meetings will be held at three milestones of the study:
 - Meeting #1 – Review and discuss study purpose, existing conditions, future year 2040 conditions (*this topic may fall within meeting number two due to timeline of travel demand model update*), evaluation criteria, and initial alternatives
 - Meeting #2 – Review and discuss alternatives and evaluation results
 - Meeting #3 – Review and discuss the Downtown Traffic Study Report and next steps

Task 1 Deliverables:

- PMT meeting summaries (5, email)
- Email updates (6, email)
- Monthly Progress Report
- Materials and summaries for up to three (3) PAC meetings (PDF)

City Responsibilities

- Provide meeting facility (if needed) and attend PMT meetings
- Review, approve, and process monthly invoices and progress reports
- Provide meeting facility and attend PAC meetings

Task 2. Data Collection

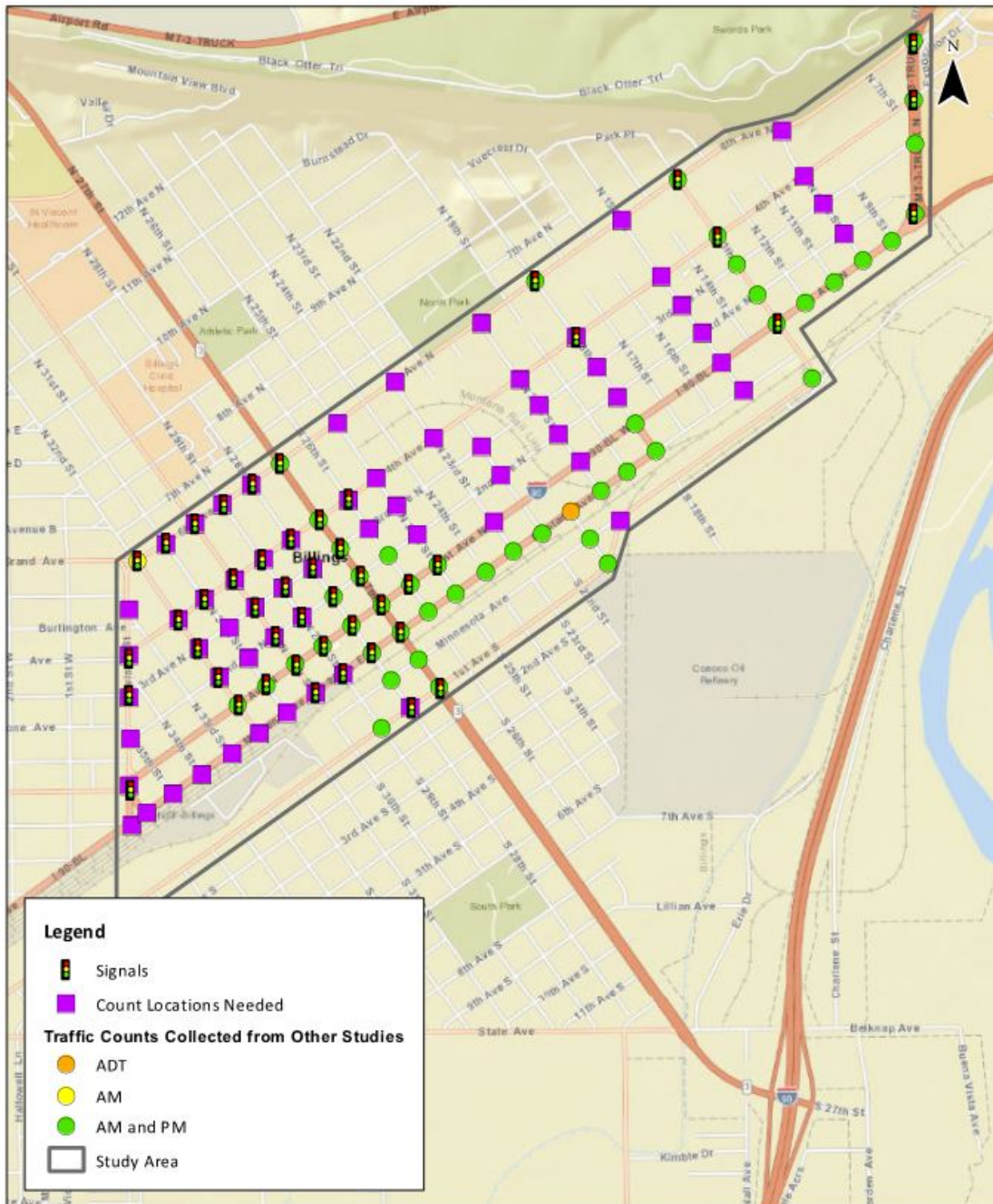
This task includes the collection and review of all data necessary to support and complete this Study.

- 2.1. **Plans/Studies Review.** Obtain and review the applicable studies, plans, and/or activities in the study area, including, but not limited to (*italics text indicates the study is ongoing*):
 - 25th Street Pedestrian/Bike Bridge Master Plan (2001)
 - East Billings Urban Renewal District Master Plan (2009)
 - Billings Downtown Circulatory Study (2012)
 - Hospitality Corridor Planning Study (2013)
 - Billings Urban Area Long Range Transportation Plan (2014)
 - *Billings Urban Area Long Range Transportation Plan (2018 Update)*
 - Billings Bypass EIS (2014)
 - Billings Airport Road & Main Street Concept Study (2016)
 - *Billings Airport Road & Main Street Final Design (2018)*
 - Billings Urban Area Transportation Improvement Program FY 2017-2021 (2017)
 - City of Billings Complete Street Progress Report (2017)
 - Billings Area Bikeway & Trails Master Plan Update (2017)
 - *1st Avenue North Billings (2017-2018)*
 - *Billings Urban Area Regional Travel Demand Model (2018)*
 - *27th Street Railroad Crossing Study (2018)*
 - *Exposition Drive & 1st Avenue N Intersection Study (2018)*
 - Recent Traffic Impact Studies for new developments
- 2.2. **Intersection Turning Movement Counts.** Obtain or collect 2-hour intersection turning movement counts, including heavy vehicle, bicycle, and pedestrian counts, for typical midweek day (Tuesday – Thursday) during the a.m. peak period (7:00 a.m. to 9:00 a.m.) and p.m. peak period (4:00 p.m. to 6:00 p.m.) at the following intersection types and driveways, locations depicted on Figure 2 (next page):
 - Signalized intersections = 48
 - Traffic counts will be obtained or collected at each signalized intersection in the study area. Signalized intersection counts are available for 23 intersections; therefore, 25 signalized intersections will be counted for this study.
 - Unsignalized intersections = 135
 - Not all unsignalized intersections will be counted. A total of 67 unsignalized intersection counts will be obtained or collected. There are counts available for

23 unsignalized intersections; therefore, 44 unsignalized intersections will be counted for this study. Engineering judgement will be used to estimate traffic volumes at unsignalized intersections where counts are not obtained or collected.

Note: Video of the turning movement counts will be collected for 13-hours and summarized as part of the traffic count data. This information will be provided to the City and be available for use to do additional analysis during off-peak or noon peak hours, if needed.

Figure 2. Count Inventory and Locations



- 2.3. **Driveway Counts.** Collect 1-hour turning movement counts at 12 commercial driveways in the study area for a typical midweek day (Tuesday – Thursday) during the a.m. peak period (7:00 a.m. to 9:00 a.m.) and p.m. peak period (4:00 p.m. to 6:00 p.m.). *Note: We plan to only collect 1-hour counts at the driveways to reduce the data collection cost. These 1-hour counts will be based on the peak hour identified from the study intersection traffic counts.*
- 2.4. **Daily Traffic Counts.** Obtain daily traffic counts from the City of Billings/Yellowstone County Planning Division Traffic Count Map database (most recent is 2017 on their website).
- 2.5. **Travel Times.** Collect up to five (5) travel time runs for the east-west (Montana Avenue, 1st Avenue N, 2nd Avenue N, and 3rd Avenue N, 4th Avenue N, and 6th Avenue N) and north-south (N 27th Street, N Broadway, N 13th Street, and N 20th Street) routes during the weekday a.m. and p.m. peak time periods. This information will be used to validate the existing conditions Synchro model and for use in the evaluation results of the alternatives.
- 2.6. **Crash Reports.** Obtain intersection and roadway crash reports from MDT for the most recent five year period at the study intersections and roadways.
- 2.7. **Signal Timing.** Obtain signal timing plans from the City and MDT for the signalized study intersections.
- 2.8. **Synchro Network.** Obtain the existing weekday a.m. and p.m. peak hour Synchro network from the City and/or MDT for the study area.
- 2.9. **Regional Travel Demand Model Forecast Traffic Volumes.** The City/County Planning (MPO) are currently working on the development of the Billings Urban Area Regional Travel Demand Model. Future year traffic forecasts are anticipated to be available in late summer and are planned to be used for this Study. Obtain from City/County Planning (MPO) the base year and future year 2040 p.m. peak hour and daily traffic volumes from the regional travel demand model on the study area roadways.
- 2.10. **As Builts.** Obtain as-builts as necessary from the City of roadways and intersections within the study area. As-built plans would be used for verifying roadway widths and utility locations where potential alternatives may impact existing infrastructure.
- 2.11. **GIS Data.** Obtain GIS data from the City for the study area to use in developing the base map. GIS data currently identified but not limited to:
 - Edge of pavement and/or curb line shapefiles
 - On-street parking location shapefile
 - Right-of-way and/or parcel information shapefiles
 - Utility shapefiles including: above/below ground electrical; storm drains and sewer; and irrigation
 - Sidewalk shapefile
 - Bicycle network shapefile
 - Traffic control (e.g. traffic signal, stop control) shapefile

This task doesn't include developing or updating shapefiles within the study area. For shapefiles that are not obtained from the City, information will be collected via GoogleEarth and verified during the site visit as described in 2.13.

- 2.12. **Aerial Data.** Obtain an aerial from City for the study area to be use in developing the base map. If an updated aerial from the City is not available, we will use the most recent aerial from either Google or Bing.
- 2.13. **Site Visit.** Perform a site visit during the weekday morning, afternoon, and evening time periods to observe traffic operations and to inventory the roadways, lane geometry, driveways, posted speeds, pedestrian facilities, bicycle facilities, transit facilities, and other transportation elements in the study area.

Task 2 Deliverables:

- Technical Appendix of data collection (PDF)
- Videos of the turning movement counts
- GIS and Aerial Basemap (dgn)

City Responsibilities

- Provide background studies, plans, and construction projects within the study area
- Provide traffic impact studies within the study area
- Provide GIS data within the study area
- Provide signal timing for the study intersections (MDT and City request)
- Provide crash data for the most recent five years at the study intersections and roadways (MDT request)
- Provide any traffic volume data in the study area
- Provide as-builts as necessary of the study roadways and intersections within the study area
- Provide aerial within the study area

Task 3. Analyze Existing and Future No-Build Conditions

This task includes the analysis of existing (year 2018) and future (year 2040) No-Build conditions at the study area intersections and roadways. The analysis will be performed in accordance with the City of Billings' and MDT standards for their respective roadways.

- 3.1. **Existing Transportation Infrastructure and Volumes.** The existing transportation infrastructure (e.g. roadways, cross-sections, driveways, bike facilities, sidewalks, traffic signals, transit routes and stops) and volumes (vehicle, freight, pedestrian, bicycle, transit ridership) for all modes will be summarized in tables and infographics. Past studies, field work, and new traffic data will be used to complete this subtask.
- Provide four figures, one summarizing the roadway classifications and traffic control devices along study roadways and at study intersection, the second figure will illustrate the bike facilities, sidewalks, transit routes, truck routes, and at-grade railroad crossings within the study area, and the third and fourth figures will include traffic volumes within the study area.
- 3.2. **Existing Conditions Operations Analysis.** Build a Synchro 10 model for the study area according to City of Billings' standards. The Synchro model will be provided to the City in two reviews: 1st review - network, geometry, and signal timing, 2nd review – traffic volumes and operations. Using the Synchro 10 model, perform a traffic operations analysis for the existing weekday a.m. and p.m. peak hours according to the Highway Capacity Manual, 6th Edition (HCM) procedures as applied through Synchro 10.

- 3.3. **Existing Conditions Safety Evaluation.** Review crash data at the study intersections and roadway segments to identify and summarize existing crash patterns.
- Provide four figures summarizing the existing condition operations and safety evaluation at the study intersections.
- 3.4. **Year 2040 Traffic Volume Forecasting.** Develop future year 2040 traffic volumes based on existing traffic volumes, information from past studies, and in conjunction with the development of the Billings Urban Area Regional Travel Demand Model output. Using the output from the travel demand model and existing traffic volumes, future year 2040 traffic volumes will be developed at the study area intersections and roadway links using the methodology in *NCHRP Report 765: Analytical Travel Forecasting Approaches for Project-Level Planning and Design*. The traffic projections from past studies in the area will be used to compare and review with these projections for consistency and reasonableness. Coordinate with the City to determine appropriate future year 2040 traffic volumes for the weekday a.m. and p.m. peak hours. Future year 2040 traffic volumes will be confirmed with the City prior to moving forward with operations analysis.
- Provide two figures summarizing the year 2040 traffic volumes during the weekday a.m. and p.m. peak hours at the study intersections.
- 3.5. **Year 2040 No-Build Intersection Traffic Operations Analysis.** Conduct year 2040 intersection traffic operations analysis for the weekday a.m. and p.m. peak hours using the year 2040 traffic volumes for the No-Build Alternative using Synchro 10. This analysis will serve as a basis of comparison for intersection design alternatives.
- Provide two figures summarizing the year 2040 traffic operations during the weekday a.m. and p.m. peak hours at the study intersections.
- 3.6. **Summarize Existing Conditions, Future No-Build Conditions, and Key Opportunities and Challenges – Infographic Fact Sheets.** Develop three (3) infographic fact sheets that summarizes the key information from the above tasks for use at PMT and PAC meetings. Submit these items to the City.

Task 3 Deliverables:

- Synchro 10 model of study area (a.m. and p.m. peak hours)
 - Existing conditions (year 2018)
 - Future conditions (year 2040)
- Provide twelve (12) draft figures (PDF) summarizing the following information:
 - Existing roadway classification and traffic control devices
 - Existing bike facilities, sidewalks, transit routes, truck routes, and at-grade railroad crossings
 - Existing traffic volumes at study intersections
 - Existing traffic conditions at study intersections
 - Existing crash history at study intersections
 - Forecasted year 2040 traffic volumes at study intersections

- Year 2040 traffic operations at study intersections
- Provide twelve (12) final figures of the above information (PDF)
- Draft Infographic fact sheet for existing conditions (PDF)
- Draft Infographic fact sheet for future conditions (PDF)
- Draft Infographic fact sheet for key opportunities and challenges (PDF)
- Final Infographic fact sheet for existing conditions (PDF)
- Final Infographic fact sheet for future conditions (PDF)
- Final Infographic fact sheet for key opportunities and challenges (PDF)

City Responsibilities

- Review and provide comments on the year 2018 existing conditions Synchro model
- Review and provide comments on the year 2040 traffic volumes forecasting
- Review and provide comments on the *Draft figures for Existing and Future Conditions*
- Review and provide comments on the *Draft Infographic Fact Sheet for Existing Conditions*
- Review and provide comments on the *Draft Infographic Fact Sheet for Future Conditions*

Task 4. Alternatives Development, Analysis, and Evaluation

This task includes developing the evaluation criteria and performance measures that will be used to evaluate the alternatives, as well as developing an initial list of alternatives for consideration in the evaluation of the alternatives.

- 4.1. **Evaluation Criteria and Performance Measures.** Identify the evaluation criteria and supportive measures of effectiveness and analysis approach/tool for evaluating the alternatives. Potential criteria includes:
 - Traffic operations
 - Safety performance
 - Parking impacts
 - Pedestrian, bicycle, and transit accommodations
 - Planning-level cost estimates (range)
- 4.2. **Initial List of Alternatives.** Develop an initial alternatives list (assumes up to 7 alternatives plus no-build alternative) with supporting high-level graphic. Initial alternatives will include:
 - i. No-build
 - ii. *Conversion of One-Way to Two-Way Streets:* This strategy analyzes the feasibility of converting existing one-way streets to two-way streets. The following street segments were identified:
 - 2nd Avenue North & 3rd Avenue North
 - All north/south streets (25th Street, 26th Street, 27th Street, 28th Street, 29th Street, 30th Street, 31st Street, 32nd Street, and 33rd Street)

- iii. *Road Diet and/or Lane Closures*: This strategy analyzes the feasibility of reducing the number of existing lanes and/or implementing traffic calming strategies such as, but not limited to: speed humps, raised crosswalks, bulb-outs, and angle versus parallel parking. This strategy is aimed to enhance or accommodate pedestrian and bicycle infrastructure and/or on-street parking capabilities. The following locations were identified:
 - o Lane closures on Montana Avenue
 - o Full closure roadway of 29th Street between 2nd Avenue North and 4th Avenue North (associated with One Big Sky Center)
 - o Closing the at-grade railroad crossings on 28th Street and 29th Street
 - o Lane reduction on the east end of 6th Avenue North
- iv. Up to two additional alternatives or combinations of the above treatments.

The initial list of alternatives will be provided to the City before proceeding with any layout, coordination, or refinement of initial alternatives.

- 4.3. **Refined List of Alternatives for Evaluation.** The initial list of alternatives will be revised based on further discussions with the PMT and PAC. Develop preliminary schematics of up to seven (7) alternatives over aerial and GIS information. These illustrations of the alternatives would support the evaluation and identify key elements of the alternatives for use in screening that alternative.
- 4.4. **Operational Analysis.** Perform a macroscopic operational analysis of up to seven (7) alternatives during the future year 2040 traffic conditions, weekday a.m. and p.m. peak hours using Synchro 10. This operational analysis will focus on the roadway and nearby intersections determined to be operationally impacted (e.g., rerouted traffic) by the alternative being analyzed, as well as a summary of travel times for key east-west and north-south routes.
 - Provide an operational figure summarizing traffic volumes and expected traffic operations at key intersections for each of the seven alternatives.
- 4.5. **Parking Assessment.** Identify the number of parking spaces added or removed for each alternative and show the location on the alternative maps.
- 4.6. **Qualitative Assessment.** Identify advantages and disadvantages of the seven (7) alternatives related to safety performance (e.g., conflict point analysis, crash modification factors, if applicable); vehicle routing; near-term and long-term access to private properties and public facilities; pedestrian, bicycle, and transit facilities; and compatibility with other plans/studies/projects.
- 4.7. **Planning Level Cost Estimates.** Prepare preliminary construction cost estimates for each of the seven (7) alternatives.
- 4.8. **Alternatives Evaluation.** Evaluate up to seven (7) alternatives and the no-build alternative based on the evaluation criteria identified in the tasks above. This evaluation would be performed with a mix of quantitative and qualitative analysis with the intention of providing the benefits and tradeoffs for each alternative for future planning purposes.

- 4.9. **Documentation – Draft Infographic Fact Sheets.** Summarize the above information in eight (8) Draft infographic fact sheets, one for each alternative and a summary of all alternatives for comparison. Submit these items to the City.
- 4.10. **Tier 1 Documentation – Final Infographic Fact Sheets.** Address the comments received from the City on the eight (8) infographic fact sheets. Prepare eight (8) Final infographic fact sheets and submit to the City.

Task 4 Deliverables:

- Synchro 10 models for each of the alternatives
- Provide seven draft figures summarizing the traffic volumes and expected operations for each alternative (PDF)
- Provide seven final figures summarizing the traffic volumes and expected operations for each alternative (PDF)
- Draft infographic fact sheet for alternatives (7 fact sheets, PDF)
- Draft infographic fact sheet for alternative evaluation results (PDF)
- Final infographic fact sheet for alternatives (7 fact sheets, PDF)
- Final infographic fact sheet for alternative evaluation results (PDF)

City Responsibilities

- Review and provide comments on the *Draft figures and Draft Infographic Fact Sheets for Alternatives and Evaluation Results*

Task 5. Study Report

This task will compile all elements of the study into a draft and final Traffic Study report.

- 5.1. **Alternative Concept Illustrations.** Update alternative schematics and provide cross sections illustrations highlighting potential curb-to-curb changes as needed. These illustrations will be included in the study report as necessary.
- 5.2. **Draft Traffic Study Report.** Prepare a Draft Traffic Study Report (20 pages in length, not including appendices) for review by the City. The report will concisely summarize the key conclusions and findings from all analysis, infographic fact sheets, and PMT and PAC meetings, providing guidance for the City for future planning purposes.
- 5.3. **Final Concept Study Report.** Review PMT and PAC comments on the Draft Traffic Study Report and incorporate any recommended changes into a Final Traffic Study Report.

Task 5 Deliverables:

- Draft *Traffic Study Report* (20 pages in length, not including Appendices, PDF)
- Final *Traffic Study Report* (20 pages in length, not including Appendices, PDF)

City Responsibilities

- Review and provide comments on the *Draft Traffic Study Report*

Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services.

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

Partial payment shall be made to the Consultant upon receipt of the Consultant's pay estimate, said estimate being proportioned to the work completed by the Consultant. 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 on this contract, Appendix A, the Consultant shall be paid based upon actual time accrued, but not to exceed the following amounts:
 - a. Traffic Study: \$189,617.00
- B. Final payment shall be the above stated basic fee less all previous payments.

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

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

Section 3. Corrections.

Costs of Billings work that is required for corrections to the Consultant's work which requires redoing by Billings shall be deducted from any payments due the Consultant, if the Consultant 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 Consultant's costs and hourly rates as shown in Appendix D have increased for all comparable clients.

Appendix C

Additional Services of Engineer

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

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

Appendix D

Schedule of Professional Fees

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

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

Rates listed below are fully burdened hourly rates for key personnel along with average rates for the remaining staff classifications as of April 2018. These rates were developed using Kittelon's audited overhead rate of 211.41% and 12% profit and are for budgeting purposes only. Rates will be adjusted 7/1 to cover salary increases due to changes in roles & responsibilities. Actual wage rates will be invoiced.

Section 1. Professional Services.

<u>Rate</u>	<u>Fully Burdened Rate</u>	<u>Overtime</u>
A. Senior Principal Engineer/Planner	\$ 261.59	\$ N/A
1. John Ringert	\$ 243.03	\$ N/A
B. Principal Engineer/Planner	\$ 218.22	\$ N/A
1. Andy Daleiden	\$ 210.98	\$ N/A
C. Associate Engineer/Planner	\$ 191.32	\$ N/A
D. Senior Engineer/Planner	\$ 150.35	\$ N/A
E. Engineer / Planner	\$ 121.76	\$ N/A
1. Brett Korporaal	\$ 111.09	\$ N/A
F. Transportation Analyst	\$ 102.37	\$ N/A
1. Jamie Markosian	\$ 103.41	\$ N/A
G. Technician I	\$ 87.28	\$ N/A
1. Makenzie Cooper	\$ 75.93	\$ N/A
H. Technician II	\$ 99.40	\$ N/A
I. Senior Technician	\$ 124.42	\$ N/A
1. Jon Sommerville	\$ 119.67	\$ N/A
J. Associate Technician	\$ 145.07	\$ N/A
1. Steve Rhyne	\$ 149.00	\$ N/A
K. Office Support	\$ 76.49	\$ N/A

Section 2. Surveying Services.

Section 3. Equipment Rates.

Section 4. Hydrologic Equipment

Section 5. Supplies, Office, Drafting, & Reproduction.

Section 6. Field Supplies.

Section 7. Materials Testing

Section 8. Miscellaneous Expenses

Direct miscellaneous expenses itemized, but not limited to herein shall be paid for at actual cost.

A. Lodging	<u>\$125.00/person</u>
B. Meals	<u>\$ 75.00/day</u>
C. Mileage	<u>\$ 0.575/mile</u>
D. Parking	<u>\$ 15.00/day</u>
E. Car Rental	<u>\$ 5.00/day</u>
F. Airfare	<u>\$550.00/person</u>

Section 9. Materials and Other Direct Costs.

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

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

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

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than May 21, 2018, the completion date for the Engineer's work through final design is outlined below:

PROJECT SCHEDULE

Task	May	June	July	August	September	October	November	December	January	February
1. Project Management										
2. Data Collection										
PMT Meeting #1										
3. Analyze Existing and Future Conditions										
PMT Meeting #2										
PAC Meeting #1										
4. Alternatives Development, Analysis, and Evaluation										
PMT Meeting #3										
PMT Meeting #4										
PAC Meeting #2										
5. Study Report										
PMT Meeting #5										
PAC Meeting #3										

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

(Attach Certificate(s) of Insurance)

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

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

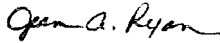
PRODUCER USI Kibble & Prentice PR 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: PHONE (A/C, No, Ext): 206 441-6300		FAX (A/C, No): 610-362-8528
	E-MAIL ADDRESS: PL.CertRequest@usi.com		
INSURED Kittelson & Associates, Inc. 851 SW 6th Avenue, Suite 600 Portland, OR 97204	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Casualty Insurance Company		29424
	INSURER B : XL Specialty Insurance Company		37885
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	52UUNPT3504	01/01/2018	01/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	52UUNPT3504	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			52WEAB7923	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			DPR9920670	01/01/2018	01/01/2019	\$2,000,000 per claim \$4,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: KAI PN 21532 - Billings Downtown Traffic Flow Study (WO #18.09).
 The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability and Automobile Liability policies includes a Waiver of Subrogation endorsement in favor of the Certificate Holder as referenced above.

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

Regular City Council Meeting

Meeting Date: 05/14/2018
TITLE: Zone Change 965 - 109 S 35th Street - 2nd reading
PRESENTED BY: Monica Plecker
Department: Planning & Community Services
Presentation: No

PROBLEM/ISSUE STATEMENT

This is a zone change request from Controlled Industrial (CI) to Residential 6,000 (R-60) on Lots 16 & 17, Block 7 of Yegen Second Addition, a 7,000 square foot parcel of land. A pre-application neighborhood meeting was held on February 13, 2018, at the offices of High Plains Architects at 2720 Minnesota Avenue. The Zoning Commission conducted a public hearing on April 4, 2018, and forwarded a recommendation of approval and adoption of the findings of the 10 criteria on a 3-0 vote. The City Council conducted a public hearing and approved the zone change ordinance on 1st reading on April 23, 2018. A second and final reading is required to approve of the zone change. The ordinance takes effect 30 days from approval on second reading.

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

ALTERNATIVES ANALYZED

City Council may:

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

The Planning Division reviewed the application and recommended approval to the Zoning Commission based on the proposed findings of the 10 criteria. The Zoning Commission concurred with the recommendation.

The proposed zoning will allow the current residential use to be conforming to the zoning code. The current zoning does not allow residential uses without a special review. Financing improvements or sale of the property is unnecessarily complicated by the current zoning. The property provides a desirable and needed housing choice in the area dominated by single family housing. The neighborhood is stable, safe and conveniently located near services.

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

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

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

Strong Neighborhoods: Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels; Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, good will and social interaction; Neighborhoods that are safe and attractive and provide essential services are much desired.

The proposed zoning will allow the current residential use to remain and the owner to reconstruct the home on the property. The residential use will fit into the neighborhood. The property is within walking distance of City services.

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

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

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

Public health and public safety will be promoted by the proposed zoning. The property has an existing single family dwelling; the current zoning of the parcel does not provide certainty for future reconstruction of the residential structure.

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

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

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

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

Fire and Police: The subject property is served by city public safety services. The Police and Fire Departments had no concerns with the zone change.

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

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

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

The new zoning will have no effect on transportation systems.

7. Will the new zoning promote compatible urban growth?

The new zoning does promote compatibility with urban growth. The proposed zoning will allow this parcel to continue at this location and the use is compatible with the existing neighborhood.

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

The proposed zoning does consider the character of the district and the suitability of the property for the proposed use. The proposed zoning is identical to the zoning south of the subject property and is an appropriate zone with the adjacent residential neighborhood surrounding it.

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

The building on the property is currently in disrepair. Approval of the zone change will conserve

the value of the property and will make the current development conforming to zoning and allow reconstruction of the existing dwelling. The value of existing buildings and the parcel will be improved and conserved by the proposed zoning

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

The proposed zoning will allow the existing dwelling to be re-constructed if necessary in the future. This is the most appropriate use of the land at this location

FINANCIAL IMPACT

The new zoning will increase city fees paid based on the new zoning of the property. The new zoning will stabilize the future marketability of the property and will stabilize the tax base for this property.

RECOMMENDATION

The Zoning Commission recommends approval and adoption of the findings of the 10 criteria for Zone Change 965 on a 3-0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance

ORDINANCE NO. 18-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR
Lots 16 & 17, Block 7 of Yegen Second Addition, a 7,000 square foot parcel of
land. Generally located at 109 S 35th Street.

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

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.
2. DESCRIPTION Lots 16 & 17, Block 7 of Yegen Second Addition, a 7,000 square foot parcel of land. Generally located at 109 S 35th Street, is presently zoned **Controlled Industrial (CI)** and is shown on the official zoning maps within these zones.
3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcel** is hereby changed from **Controlled Industrial (CI)** to **Residential-6000 (R-60)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Residential-6000 (R-60)** as set out in the Billings, Montana City Code.
4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading April 23, 2018

PASSED, ADOPTED AND APPROVED on second reading May 14, 2018.

CITY OF BILLINGS:

BY: _____
William A. Cole, Mayor

ATTEST:

BY: Denise Bohlman, City Clerk
Zone Change 965 – 109 S 35th Street

Regular City Council Meeting

Meeting Date: 05/14/2018

TITLE: Final Plat of Amended Plat of the East 87.5 feet of Lot 2, Block 1, Algeo Subdivision

PRESENTED BY: Wyeth Friday

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

The final plat for the Amended Plat of the East 87.5 feet of Lot 2, Block 1, Algeo Subdivision is being presented to City Council for approval. This plat was reviewed as an Expedited Subdivision as outlined in Section 23-305 of the City of Billings Subdivision Regulations. Expedited plats do not require a preliminary plat approval and after a check print review by staff, can proceed to a final plat. This plat will create 2 lots from a 13,125 square foot parcel of land. There are two existing duplexes on the lot.

The parcel is generally located on the southeast corner of 8th Street West and Avenue B. The subject property is legally described as the East 87.5 feet of Lot 2, Block 1 Algeo Subdivision and is zoned Residential 6000 (R-60). The owner applied for and received a variance from the required lot size. Variance #1272 was approved by the City Board of Adjustment on January 3, 2018. Duplexes require 7,000 square feet in R-60 zoning. It also granted variances for setbacks for the existing structures from the side and front yard lot lines. The two buildings were constructed in 1910. The representing agent is Pinpoint Land Surveys, PLLC, Clay Schwartz, PLS, and the owner is Maxine Allman. Staff has determined that the proposed plat meets all the requirements of an expedited plat and is forwarding a recommendation of final approval to the City Council. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

ALTERNATIVES ANALYZED

The City Council may approve or disapprove the final plat of Amended Plat of the East 87.5 feet of Lot 2, Block 1, Algeo Subdivision. If the City Council chooses to deny the final plat, it must base the denial on the criteria outlined in Section 76-3-611, MCA, and Section 23-307, BMCC.

FINANCIAL IMPACT

Approval of the final plat will not have a financial impact since taxable value won't change and service demands will remain unchanged.

RECOMMENDATION

Staff recommends that the City Council approve the final plat of the Amended Plat of the East 87.5 feet of Lot 2, Block 1, Algeo Subdivision.

APPROVED BY CITY ADMINISTRATOR

Attachments

Final Plat page 1

Final Plat page 2

SIA

**AMENDED PLAT OF THE EAST 87.5 FEET OF LOT 2, BLOCK 1, ALGEO SUBDIVISION
IN THE SW1/4SE1/4 OF SECTION 31, T1N, R26E, P.M.M.
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA
JANUARY 2018**

COMMISSIONED BY OWNER: MAXINE P. ALLMAN
BILLINGS, MONTANA

BY: PINPOINT LAND SURVEYS, PLLC
BILLINGS, MONTANA

= LEGAL DESCRIPTION AND PROPERTY OWNER'S CERTIFICATE OF CONSENT =

I, Maxine P. Allman, hereby certify that I have caused to be surveyed, subdivided and platted into lots as shown by the hereunto annexed plat, the following described land in the City of Billings, Yellowstone County, Montana, to wit: The East 87.5 feet of Lot 2, Block 1, of Algeo Subdivision, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

ENCOMPASSING a gross and net area of 13,201 square feet, more or less, and all according to the annexed plat;

SUBJECT TO all easements and/or rights-of-way of record, apparent on the ground, or granted per this survey;

The above described tract of land is to be known and designated as:

AMENDED PLAT OF THE EAST 87.5 FEET OF LOT 2, BLOCK 1, ALGEO SUBDIVISION

Further, this survey is exempt from review under the Sanitation in Subdivisions Act in accordance with ARM 17.36.605(2)(b)(i) and (i):
(b) a parcel that has a previous approval issued under Title 76, chapter 4, part 1, MCA, if
(i) no facilities other than those previously approved exist or will be constructed on the parcel; and
(ii) the division of land will not cause approved facilities to deviate from the conditions of approval, in violation of 76-4-130, MCA.

By: _____
Maxine P. Allman
Date _____

= ACKNOWLEDGMENT =

STATE OF MONTANA)
)S.S.
COUNTY OF YELLOWSTONE)

This instrument was acknowledged before me on this _____ day of _____, 2018,
by Maxine P. Allman.

Notary Public for the State of Montana

= CERTIFICATE OF SURVEYOR =

I, Clayton W. Schwartz, a licensed Professional Land Surveyor in the State of Montana, do hereby certify that the survey shown on the attached plat of the AMENDED PLAT OF THE EAST 87.5 FEET OF LOT 2, BLOCK 1, ALGEO SUBDIVISION was performed by me or under my direct supervision in accordance with the Montana Subdivision and Platting Act, Title 76, Chapter 3, Section 76-3-101 through 76-3-625, MCA and the City of Billings Subdivision Regulations.

DATED THIS 10th day of April, 2018.



Clayton W. Schwartz, PLS
MT Reg. No. 9756LS

= ACKNOWLEDGMENT =

STATE OF MONTANA)
)S.S.
COUNTY OF YELLOWSTONE)

This instrument was acknowledged before me on this 10th day of April, 2018, by Clayton W. Schwartz.

Notary Public for the State of Montana

= CERTIFICATE OF PLANNING BOARD APPROVAL =

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

DATED THIS _____ day of _____, 2018.

President

Executive Secretary

= CERTIFICATE OF CITY COUNCIL APPROVAL =

The City Council of the City of Billings, Yellowstone County, Montana, does hereby certify that the accompanying plat of AMENDED PLAT OF THE EAST 87.5 FEET OF LOT 2, BLOCK 1, ALGEO SUBDIVISION has been duly examined and have found the same to conform to the law and hereby approve it.

DATED THIS _____ day of _____, 2018.

CITY OF BILLINGS, MONTANA

BY: _____
Mayor

ATTEST: _____
City Clerk

= CERTIFICATE OF COUNTY TREASURER =

I hereby certify that the accompanying plat of AMENDED PLAT OF THE EAST 87.5 FEET OF LOT 2, BLOCK 1, ALGEO SUBDIVISION has been duly examined and that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid per Section 76-3-611(1)(b), MCA.

DATED THIS _____ day of _____, 2018.

Yellowstone County Treasurer

= ERRORS AND OMISSIONS REVIEW =

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

DATED THIS _____ day of _____, 2018.

Examining Land Surveyor

= CLERK AND RECORDER FILING INFORMATION =

= SUPPLEMENTARY DOCUMENTS =

SUBDIVISION IMPROVEMENT AGREEMENT AND WAIVER: Document No. _____

= CERTIFICATE OF CITY ATTORNEY =

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

DATED: _____

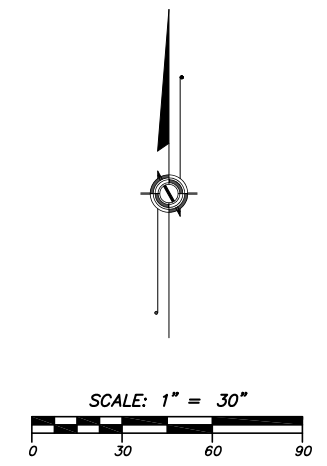
Reviewed by: _____

1/4 SEC.	SECTION	TOWNSHIP	RANGE	SHEET NO.
SE1/4	31	1 NORTH	26 EAST	1 of 2
DRAWING PATH: C:\... \17020-Allman\Macad\17020FP01.dwg				
DATE DRAWN: 01/11/2018				REVISED: 04/09/2018
		PINPOINT LAND SURVEYS, PLLC 4820 MCGIRL ROAD BILLINGS, MONTANA 59105 (406) 373-9856		

AMENDED PLAT OF THE EAST 87.5 FEET OF LOT 2, BLOCK 1, ALGEO SUBDIVISION
 IN THE SW1/4SE1/4 OF SECTION 31, T1N, R26E, P.M.M.
 CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA
 JANUARY 2018

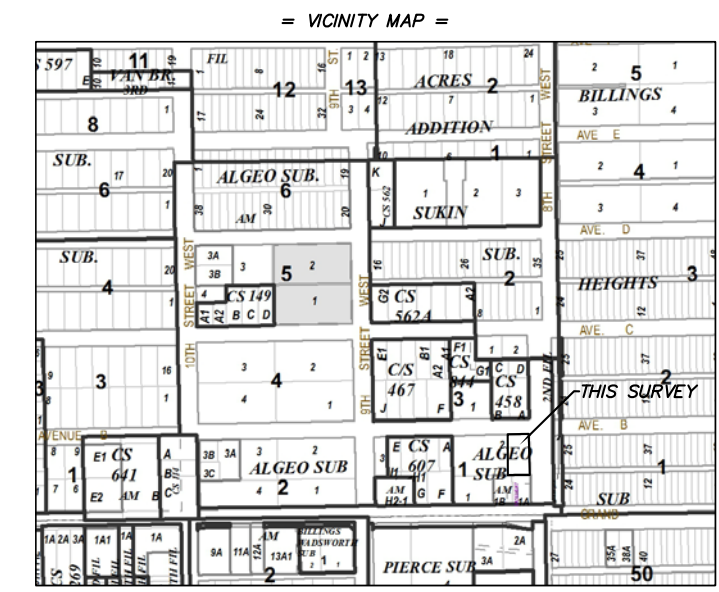
COMMISSIONED BY OWNER: MAXINE P. ALLMAN
 BILLINGS, MONTANA

BY: PINPOINT LAND SURVEYS, PLLC
 BILLINGS, MONTANA



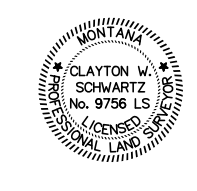
= BASIS OF BEARINGS =
 Assumed N 90°00'00\"/>

- = LEGEND =**
- Found "Z-S" YPC unless noted otherwise.
 - Set 5/8" x 24" rebar with "Pinpoint" yellow plastic cap.
 - Subject property lines.
 - - - Dimension line.
 - Adjacent parcel lines.
 - (xxx.xx') Record dimension per Plat of Algeo Subdivision.



= CLERK AND RECORDER FILING INFORMATION =

= SITE DATA =
 GROSS AREA = 13,201 Sq. Ft.
 NET AREA = 13,201 Sq. Ft.



1/4 SEC.	SECTION	TOWNSHIP	RANGE	SHEET NO. 2 of 2
SE1/4	31	1 NORTH	26 EAST	
DRAWING PATH: C:\... \17020-Allman\Miscad\17020FP02.dwg				PINPOINT LAND SURVEYS, PLLC 4820 MCGIRL ROAD BILLINGS, MONTANA 59105 (406) 373-9856
DATE DRAWN: 01/11/2018		REVISED: 04/09/2018		

Return to:
Maxine Allman
2204 11th St. West
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT

AMENDED PLAT OF THE EAST 87.5 FEET OF LOT 2, BLOCK 1, ALGEO SUBDIVISION

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SUBDIVISION IMPROVEMENTS AGREEMENT

AMENDED PLAT OF THE EAST 87.5 FEET OF LOT 2, BLOCK 1, ALGEO SUBDIVISION

This agreement is made and entered into this ____ day of _____, 2018, by and between **Maxine P. Allman**, whose address for the purpose of this agreement is 2204 11th St. West, Billings, Montana 59102, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of the Amended Plat of the East 87.5 feet of Lot 2, Block 1, Algeo Subdivision located in the City of Billings, Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning as an expedited plat which was deemed to not require preliminary reviews; and

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

WHEREAS, the provisions of this agreement shall be effective and applicable to Amended Plat of the East 87.5 feet of Lot 2, Block 1, Algeo Subdivision upon the 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

- A. Subdivider has not requested any variances by the City Council from the strict interpretation of the City's Subdivision Regulations.

II. CONDITIONS THAT RUN WITH THE LAND

- A. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- B. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

- C. There is attached hereto a Waiver of Right to Protest, 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.

III. TRANSPORTATION

A. Streets

This subdivision is bordered on the north by Avenue B and on the East by 8th Street West. Avenue B exists within a 60-foot wide right-of-way. 8th Street West exists within a 87.90 foot right-of-way. No additional dedication is required.

Future street improvements, including street widening, curb, gutter and sidewalks, may be done as part of a larger Special Improvement District (SID) project and a waiver of right to protest the creation of future SID's is being filed with this plat.

B. Sidewalks

There are existing sidewalks along both Avenue B and 8th Street West.

No further sidewalk improvements will be constructed as a part of this subdivision.

C. Street Lighting

Construction or installation of street lights shall not be required at this time, but street lights shall be included in the Waiver for construction in the future.

D. Traffic Control Devices

The existing traffic control devices are adequate. No additional traffic control devices are required at this time. When traffic control device improvements become necessary, they will be covered under the attached Waiver of Right to Protest.

E. Access

Lot 2A shall be accessed via the existing Avenue B which abuts the entire length of the north line of Lot 2A.

Lot 2B shall be accessed via the existing Avenue B which abuts the entire length of the east line of Lot 2B.

F. Heritage Trail Plan

This subdivision is within the boundaries of the Heritage Trail Plan. No improvements are identified or required at this time.

G. Public Transit

No additional public transit service improvements are required.

IV. EMERGENCY SERVICE

This subdivision does not require improvements for emergency service.

V. STORM DRAINAGE

Any further drainage improvements shall comply with the provisions of the *Stormwater Management Manual* and Section 23-706, BMCC, and a stormwater management plan shall be submitted for approval by the Engineering Division.

VI. UTILITIES

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 water mains and sanitary sewers to the Public Works Department – Engineering Division or the Heights Water District. The extension/connection of/to water mains and sanitary sewers is 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 and Franchise Fees 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, regulations of and as approved by the City of Billings Public Works Department, Fire Department, the Montana Department of Environmental Quality and the County Water District of Billings Heights.

A. Water

Both Lot 2A and Lot 2B have an existing service connection to the City of Billings main water line.

B. Sanitary Sewer

Both Lot 2A and Lot 2B have an existing service connection to the City of Billings main sewer line.

C. Power, Telephone and Cable Television

Services to the above-named utilities exist on overhead lines on the south side of this subdivision.

VII. PARKS/OPEN SPACE

There is no parkland requirement for the Amended Plat of the East 87.5 feet of Lot 2, Block 1, Algeo Subdivision, as this subdivision creates only one additional parcel [MCA 76-3-621(3)(d)].

VIII. IRRIGATION

This subdivision is not served by any surface water irrigation system. There are no active irrigation ditches in the area that will be affected by this development.

IX. SOILS/GEOTECHNICAL STUDY

No geotechnical study has been performed on this property at this time. A geotechnical study and report meeting the City's most current requirements may be required at the time of development or redevelopment of either lot.

X. FINANCIAL GUARANTEES

All required improvements will be financially guaranteed or constructed prior to recording of the final plat.

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or private contracts 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 special improvement district or private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

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 provisions of this 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 or the party giving notice shall be entitled to reasonable attorney fees and costs.
- E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.
- F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

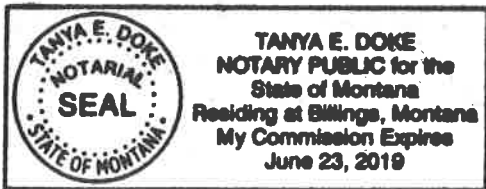
IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

“SUBDIVIDER”

Maxine P. Allman
 Maxine P. Allman

STATE OF MONTANA)
 : ss
 County of Yellowstone)

On this 10th day of April, 2018, before me, a Notary Public in and for the State of Montana, personally appeared Maxine P. Allman, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same.



Tanya E. Doke
 Notary Public in and for the State of Montana

Tanya E. Doke
 Printed Name

Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for a period of no more than twenty years from the recording of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements incident to the above which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties, and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

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

AMENDED PLAT OF THE EAST 87.5 FEET OF LOT 2, BLOCK 1, ALGEO SUBDIVISION

Signed and dated this ____ day of _____, 2018.

Subdivider/Owner

Maxine P. Allman

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 2018, before me, a Notary Public in and for the State of Montana, personally appeared Maxine P. Allman, known to me to be, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

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

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

Regular City Council Meeting

Meeting Date: 05/14/2018
TITLE: Payment of Claims April 9, 2018
PRESENTED BY: Andy Zoeller, Finance Director
Department: City Hall Administration
Presentation: No

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$848,238.70 have been audited and are presented for City Council payment approval. A complete listing of the claims dated April 9, 2018, is available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

council memo 04092018

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/09/2018	812559	American Airlines Inc	Airport	\$418,981.01	Minimum Revenue Subsidy BIL-DFW
04/09/2018	812561	Archie Cochrane	Public Safety	\$ 166.61	5240191
04/09/2018	812561	Archie Cochrane	Public Safety	\$ 103.31	5241290
04/09/2018	812561	Archie Cochrane	Fleet	\$ 255.28	5241557 PO NUM 305686
04/09/2018	812561	Archie Cochrane	Transit	\$ 218.48	AUTO &TRUCK MAINT.ITEMS
04/09/2018	812561	Archie Cochrane	Public Safety	\$ 126.53	5240648
04/09/2018	812561	Archie Cochrane	General	\$ 168.18	5241385
04/09/2018	812561	Archie Cochrane	Public Safety	\$ 254.64	5240649
04/09/2018	812561	Archie Cochrane	Public Safety	\$ 152.63	5241538
04/09/2018	812561	Archie Cochrane	Public Safety	\$ 9.69	5240772
04/09/2018	812561	Archie Cochrane	Public Safety	\$ 118.66	5241557
04/09/2018	812561	Archie Cochrane	Public Safety	\$ 254.64	5241152
04/09/2018	812561	Archie Cochrane	Public Safety	\$ 134.39	5241614
04/09/2018	812561	Archie Cochrane	Public Safety	\$ 306.52	5241966
04/09/2018	812561	Archie Cochrane	Public Safety	\$ 856.00	844781
04/09/2018	812561	Archie Cochrane	General	\$ 68.34	5242037
04/09/2018	812561	Archie Cochrane	Public Safety	\$ 254.64	5242065
04/09/2018	812562	Askin Construction LLC	Gas Tax	\$ 7,759.31	WO 18-10 Poet Streets - Overlay & Curb
04/09/2018	812562	Askin Construction LLC	Gas Tax	\$ 23,956.02	WO 18-10 Poet Streets - Woodland Dr Storm
04/09/2018	812562	Askin Construction LLC	Sidewalk Construction	\$ 2,140.69	WO 18-10 Poet Streets - Overlay & Curb
04/09/2018	812571	Broadway Property Management	Police Programs	\$ 2,500.00	Target Investments April, 2018 Rent and utilities.
04/09/2018	812575	Century Link	Airport	\$ 36.83	406-245-1044 Airport Terminal Power M
04/09/2018	812575	Century Link	Transit	\$ 50.77	406-245-1789 Transit STS
04/09/2018	812575	Century Link	Solid Waste	\$ 116.49	406-245-9820 Solid Waste Landfil
04/09/2018	812575	Century Link	Solid Waste	\$ 62.60	406-245-7193 Solid Waste Landfill
04/09/2018	812575	Century Link	Wastewater	\$ 36.83	406-259-2328 PUD Sahara Sand Lift Station
04/09/2018	812575	Century Link	Street/Traffic Oper	\$ 50.77	406-259-3298 PW Traffic 3728 McDougall
04/09/2018	812575	Century Link	EOC 911	\$ 7,308.33	406-255-9700 E911
04/09/2018	812575	Century Link	Street/Traffic Oper	\$ 36.83	406-245-9906 PW Traffic Signal 4th 27
04/09/2018	812575	Century Link	Telephone System	\$ 82.45	Met Measured Lines
04/09/2018	812575	Century Link	Telephone System	\$ 75.74	Airport Measured Lines
04/09/2018	812575	Century Link	Public Safety	\$ 36.98	Crime Prevention Alarm
04/09/2018	812575	Century Link	Library	\$ 171.83	Library 6 lines (4) Library (2) Phone

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/09/2018	812575	Century Link	Telephone System	\$ 57.27	Library 6 lines (4) Library (2) Phone
04/09/2018	812575	Century Link	Information Resources	\$ 37.43	Kenco Security Alarm IT Alarm
04/09/2018	812575	Century Link	Public Safety	\$ 37.87	Fire Elevator
04/09/2018	812578	Community Solutions Inc	Municipal Court Grants	\$ 900.00	March 18 DUI ETG
04/09/2018	812578	Community Solutions Inc	Municipal Court Grants	\$ 900.00	March 18 CSI SAMHSA ETG
04/09/2018	812578	Community Solutions Inc	Municipal Court Grants	\$ 500.00	March 18 CSI DUI Field Contacts
04/09/2018	812578	Community Solutions Inc	Municipal Court Grants	\$ 400.00	March 18 CSI Co-Occurring ETG
04/09/2018	812582	Cy-Corp	Capital Replacement	\$ 8,863.00	Model TBCT2016ET gray tilt bed trailer
04/09/2018	812589	Econo Print Inc.	General	\$ 3,807.56	280395/Task Force mailing
04/09/2018	812589	Econo Print Inc.	Solid Waste	\$ 12.40	280480
04/09/2018	812598	First Montana Title Co	CDBG	\$ 10,000.00	FTHB Patrick Brown 4246 Jansma
04/09/2018	812601	General Contractors Construction Company	Airport	\$ 50,118.75	AIP 53 Concourse B Upgrades
04/09/2018	812601	General Contractors Construction Company	Airport	\$ 5,568.75	AIP 53 Concourse B Upgrades
04/09/2018	812605	Granite Peak Pump Service Inc	General	\$ 2,658.99	Rose pool motor
04/09/2018	812605	Granite Peak Pump Service Inc	General	\$ 686.16	Paco seal kit for Rose pool
04/09/2018	812605	Granite Peak Pump Service Inc	General	\$ 509.25	Butterfly valve for Rose pool pump
04/09/2018	812605	Granite Peak Pump Service Inc	General	\$ 399.88	Shaft sleeve for Rose pool
04/09/2018	812606	Graphic Imprints Inc.	General	\$ 3,852.00	City league shirts
04/09/2018	812607	Graybar Electric Company Inc	Wastewater	\$ 11.22	FUSE CASE
04/09/2018	812607	Graybar Electric Company Inc	Water	\$ 3,771.50	HIGH SERV & ELEC SHOP LIGHTS
04/09/2018	812607	Graybar Electric Company Inc	Water	\$ 1,167.36	LED LIGHTS FOR HIGH SERV
04/09/2018	812607	Graybar Electric Company Inc	Water	\$ 77.92	LENSES FOR FIXTURES FILTER BUILDING
04/09/2018	812607	Graybar Electric Company Inc	Wastewater	\$ 11.50	BACKPLANE FOR TRANSFORMER
04/09/2018	812607	Graybar Electric Company Inc	Water	\$ 97.11	SECURITY CAM PARTS
04/09/2018	812608	Great West Engineering, Inc	Solid Waste	\$ 5,303.50	Miscellaneous engineering Services for Landfill
04/09/2018	812610	Hughes Fire Equipment Inc	Public Safety	\$ 18,750.00	PMC-1949280, BRACKET, SCBA, HANDS FREE
04/09/2018	812610	Hughes Fire Equipment Inc	Public Safety	\$ (1,425.00)	CREDIT/ADJUSTMENT
04/09/2018	812610	Hughes Fire Equipment Inc	Public Safety	\$ 286.32	523476
04/09/2018	812610	Hughes Fire Equipment Inc	Public Safety	\$ 11.35	523476
04/09/2018	812610	Hughes Fire Equipment Inc	Public Safety	\$ 213.82	FREIGHT/SHIPPING
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 795.00	T343542 DES EOC, COMPROD 872-70TM1/4
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 325.00	911: T429021 GPS TRUNKING SYSTEM GPS0015
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 215.00	T482695 DES GREENO, PCTEL/MYA1505K

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 131.00	911: T313950 800MHZ BACKUP REPEATER
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ -	SWORDS LINK (RE-USE CURRENT ANTENNA)
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 150.00	T48477 PCTEL/MYA1503K
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 215.00	T482695 PCTEL/MYA1505K
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 325.00	911: T429021 GPS NETCLOCK GPS0015
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 200.00	STREET DEPT: LMR600
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 208.00	T67184 POLYPHASER (SHERIFF)
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 600.00	LMR600 (SHERIFF)
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 155.00	POLICE: T39219 PD BACKUP RADIO (800MHZ)
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 52.00	STREET DEPT: POLYPHASER T67184
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 1,596.00	T560493 2' STANDOFF (SHERIFF)
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 900.00	MISC301, INCEDENTALS
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 230.00	POLICE: T42395 POLICE SIMPLEX LINK LAIRD
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 37.00	POLICE: ANTENNA MOUNT T472320
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 798.00	POLICE: T560493 2' STANDOFF
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 104.00	POLICE: T67184 POLYPHASER
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 150.00	FIRE: T48477 FIRE2 PCTEL/MYA1503K
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 155.00	FIRE: T39219 FIRE BACKUP RADIO
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 215.00	FIRE: T482695 FIRE PAGE PCTEL / MYA1505K
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 230.00	FIRE: T42395 FIRE SIMPLEX LINK, LAIRD
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 37.00	FIRE: ANTENNA MOUNT T472320
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 1,596.00	FIRE: T560493 2' STANDOFF
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 208.00	FIRE: T67184 POLYPHASER
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 400.00	FIRE: LMR600
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 1,800.00	INCEDENTALS, FASTENERS, CONNECTORS
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 215.00	T482695 SHERIFF WEST PCTEL/MYA1505K
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 613.00	911: T451983 GROUNDING TRAPEZE
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 230.00	STREET DEPT: T42395 LAIRD / Y4505
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 795.00	T343542 SHERIFF BACKUP RADIO
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 399.00	STREET DEPT: 2' STANDOFF T560493
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 125.00	T335672 ANTENNA MOUNT (YLLST CO SHERIFF)
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ -	911: rg6
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 215.00	T482695 SHERIFF EAST PCTEL/MYA1505K

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 150.00	T48477 SHERIFF LOCKWOOD PCTEL/MYA1503K
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 62.50	911:LMR400
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 100.00	LMR600
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 600.00	LMR600 (DES)
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 125.00	T335672 ANTENNA MOUNT
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 52.00	911: POLYPHASER T67184
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 798.00	911: T560493 2' STANDOFF
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 1,596.00	T560493 2' STANDOFF (DES)
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 90.00	911:T330871 POLYPHASER
04/09/2018	812612	Industrial Communications & Electronics	EOC 911	\$ 208.00	T67184 POLYPHASER (DES)
04/09/2018	812613	Intermountain Traffic, LLC	Street/Traffic Oper	\$ 4,390.00	short distance radio/antenna for signals
04/09/2018	812613	Intermountain Traffic, LLC	Street/Traffic Oper	\$ 250.00	freight
04/09/2018	812619	Kittelson & Associates Inc	City County Planning	\$ 9,615.70	2018 Billings Urban Area LRTP & PPP
04/09/2018	812620	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 618.14	3/8" chips for roadpatcher
04/09/2018	812620	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 33.26	1 1/2" crushed base
04/09/2018	812620	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 360.52	1 1/2" crushed base
04/09/2018	812620	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 1,951.50	1 1/2" crushed base and 6+ boulders
04/09/2018	812620	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 1,250.74	6+ boulders
04/09/2018	812620	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 4,434.99	winter traction material
04/09/2018	812620	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 5,381.04	winter traction material
04/09/2018	812630	Montana Dakota Utilities CNG	Fleet	\$ 6,617.58	032118 PO NUM 305688
04/09/2018	812632	Montana Peterbilt LLC	Solid Waste	\$ 771.68	40867
04/09/2018	812632	Montana Peterbilt LLC	Solid Waste	\$ 87.04	41581
04/09/2018	812632	Montana Peterbilt LLC	Solid Waste	\$ 134.75	40876
04/09/2018	812632	Montana Peterbilt LLC	Solid Waste	\$ 22.38	42127
04/09/2018	812632	Montana Peterbilt LLC	Solid Waste	\$ 65.00	41223
04/09/2018	812632	Montana Peterbilt LLC	Solid Waste	\$ 2,067.82	41223
04/09/2018	812632	Montana Peterbilt LLC	Solid Waste	\$ 75.00	42127
04/09/2018	812632	Montana Peterbilt LLC	Solid Waste	\$ (276.00)	41672
04/09/2018	812632	Montana Peterbilt LLC	Solid Waste	\$ (277.31)	41645
04/09/2018	812636	Moulton Bellingham PC	General	\$ 4,976.50	Abromeit et al v. COB
04/09/2018	812636	Moulton Bellingham PC	General	\$ 135.00	Stone et al v. COB et al
04/09/2018	812636	Moulton Bellingham PC	General	\$ 202.50	Ron Hill v. COB and Office of City Clerk

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/09/2018	812636	Moulton Bellingham PC	General	\$ 2,322.50	Terry Houser Water&WW Franchise Fee
04/09/2018	812636	Moulton Bellingham PC	General	\$ 620.00	Ernie Watters et al v. COB
04/09/2018	812636	Moulton Bellingham PC	General	\$ 797.50	Good Stuff-Zoning Violations
04/09/2018	812638	Napa Auto Parts	Transit	\$ 91.81	Coveralls to be used when cleaning buses
04/09/2018	812638	Napa Auto Parts	Transit	\$ 183.94	BUS MET PO NUM 305639
04/09/2018	812638	Napa Auto Parts	Public Safety	\$ 28.49	929692
04/09/2018	812638	Napa Auto Parts	Fleet	\$ 47.40	929821 PO NUM 305631
04/09/2018	812638	Napa Auto Parts	Public Safety	\$ 6.28	931735
04/09/2018	812638	Napa Auto Parts	Fleet	\$ 8.84	931735 PO NUM 305682
04/09/2018	812638	Napa Auto Parts	Fleet	\$ 111.02	930179 PO NUM 305631
04/09/2018	812638	Napa Auto Parts	Solid Waste	\$ 1.56	930308
04/09/2018	812638	Napa Auto Parts	Fleet	\$ 89.21	932022 PO NUM 305682
04/09/2018	812638	Napa Auto Parts	Public Safety	\$ 25.18	932356
04/09/2018	812638	Napa Auto Parts	Transit	\$ 456.00	BUS MET PO NUM 305639
04/09/2018	812638	Napa Auto Parts	Public Safety	\$ 2.86	930456
04/09/2018	812638	Napa Auto Parts	Fleet	\$ 8.53	930988 PO NUM 305631
04/09/2018	812638	Napa Auto Parts	Fleet	\$ 16.98	932637 PO NUM 305682
04/09/2018	812638	Napa Auto Parts	General	\$ 6.71	933249
04/09/2018	812638	Napa Auto Parts	Transit	\$ 38.96	AUTO &TRUCK MAINT.ITEMS
04/09/2018	812638	Napa Auto Parts	Fleet	\$ 21.54	929721
04/09/2018	812638	Napa Auto Parts	Fleet	\$ 182.16	930045 PO NUM 305631
04/09/2018	812638	Napa Auto Parts	Fleet	\$ 4.35	931755 PO NUM 305682
04/09/2018	812638	Napa Auto Parts	Fleet	\$ 45.12	931888
04/09/2018	812638	Napa Auto Parts	Transit	\$ 48.60	BUS MET PO NUM 305639
04/09/2018	812638	Napa Auto Parts	General	\$ 6.84	930828
04/09/2018	812638	Napa Auto Parts	Fleet	\$ 113.18	933101 PO NUM 305682
04/09/2018	812638	Napa Auto Parts	Water	\$ 115.61	933398
04/09/2018	812638	Napa Auto Parts	Transit	\$ 14.20	AUTO &TRUCK MAINT.ITEMS
04/09/2018	812638	Napa Auto Parts	General	\$ 6.84	930547
04/09/2018	812638	Napa Auto Parts	Fleet	\$ 14.37	931026 PO NUM 305631
04/09/2018	812638	Napa Auto Parts	Fleet	\$ 14.50	932782 PO NUM 305682
04/09/2018	812638	Napa Auto Parts	General	\$ 4.53	933268
04/09/2018	812638	Napa Auto Parts	Transit	\$ 27.30	AUTO &TRUCK MAINT.ITEMS

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/09/2018	812638	Napa Auto Parts	Public Safety	\$ 74.34	930898
04/09/2018	812638	Napa Auto Parts	Fleet	\$ 37.72	933249 PO NUM 305682
04/09/2018	812638	Napa Auto Parts	Facilities Mngmt	\$ 20.08	933815
04/09/2018	812638	Napa Auto Parts	Transit	\$ (13.80)	AUTO &TRUCK MAINT.ITEMS
04/09/2018	812638	Napa Auto Parts	Public Safety	\$ 15.55	930901
04/09/2018	812638	Napa Auto Parts	Fleet	\$ 23.98	933793 PO NUM 305682
04/09/2018	812638	Napa Auto Parts	Street/Traffic Oper	\$ 14.92	933816
04/09/2018	812638	Napa Auto Parts	Transit	\$ 49.74	AUTO &TRUCK MAINT.ITEMS
04/09/2018	812638	Napa Auto Parts	Public Safety	\$ 13.48	930988
04/09/2018	812638	Napa Auto Parts	Fleet	\$ 28.02	933847 PO NUM 305682
04/09/2018	812638	Napa Auto Parts	Solid Waste	\$ 18.82	934117
04/09/2018	812638	Napa Auto Parts	Transit	\$ 17.49	AUTO &TRUCK MAINT.ITEMS
04/09/2018	812638	Napa Auto Parts	Fleet	\$ 23.98	931276
04/09/2018	812638	Napa Auto Parts	Fleet	\$ 14.50	933935 PO NUM 305682
04/09/2018	812638	Napa Auto Parts	Water	\$ 5.48	934149
04/09/2018	812638	Napa Auto Parts	Transit	\$ 16.98	AUTO &TRUCK MAINT.ITEMS
04/09/2018	812638	Napa Auto Parts	Fleet	\$ 57.78	934265 PO NUM 305682
04/09/2018	812638	Napa Auto Parts	Solid Waste	\$ 95.94	934294
04/09/2018	812638	Napa Auto Parts	Transit	\$ 138.39	AUTO &TRUCK MAINT.ITEMS
04/09/2018	812638	Napa Auto Parts	Fleet	\$ 278.59	934354
04/09/2018	812638	Napa Auto Parts	Fleet	\$ 31.98	934389 PO NUM 305682
04/09/2018	812638	Napa Auto Parts	Solid Waste	\$ 3.30	934389
04/09/2018	812638	Napa Auto Parts	Fleet	\$ 25.91	934370
04/09/2018	812639	NorMont Equipment Company	Street/Traffic Oper	\$ 1,504.86	broom wire for sweepers
04/09/2018	812639	NorMont Equipment Company	Street/Traffic Oper	\$ 2,662.40	asphalt emulsion for road patch machine
04/09/2018	812639	NorMont Equipment Company	Street/Traffic Oper	\$ 2,525.00	traffic cones/delineators
04/09/2018	812640	Northern Hotel	Fire Grants	\$ 1,300.00	MEETING ROOM RENTAL[BABCOK]
04/09/2018	812640	Northern Hotel	Public Safety	\$ 516.00	AM/PM BREAKS
04/09/2018	812640	Northern Hotel	Fire Grants	\$ 1,700.00	AM/PM BREAKS
04/09/2018	812640	Northern Hotel	Fire Grants	\$ 500.00	AM/PM BREAK
04/09/2018	812640	Northern Hotel	Fire Grants	\$ 108.92	ADD'L BEVERAGE/GRATUITY CHARGES
04/09/2018	812642	NorthWestern Energy	Water	\$ 9.45	0722249-0
04/09/2018	812642	NorthWestern Energy	General	\$ 222.49	0722256-5

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/09/2018	812642	NorthWestern Energy	General	\$ 169.60	0720841-6
04/09/2018	812642	NorthWestern Energy	General	\$ 124.20	0712539-6
04/09/2018	812642	NorthWestern Energy	Airport	\$ 5.85	0712805-1. IP-10. March 2018
04/09/2018	812642	NorthWestern Energy	General	\$ 1,396.32	Monthly electrical charges for PRPL office
04/09/2018	812642	NorthWestern Energy	Library	\$ 5,455.98	Electric usage
04/09/2018	812642	NorthWestern Energy	Wastewater	\$ 116.32	MARCH BILL- 62ND LIFT ENTRANCE
04/09/2018	812642	NorthWestern Energy	Wastewater	\$ 325.56	MARCH BILL- SHILOH CROSSING
04/09/2018	812642	NorthWestern Energy	Airport	\$ 2,415.50	0719543-1. Parking Lot Lights. March 2018
04/09/2018	812642	NorthWestern Energy	Public Safety	\$ 2,613.74	0100476-1: STATION #1 -MONTHLY ELECTRICAL
04/09/2018	812642	NorthWestern Energy	Public Safety	\$ 363.80	0100477-9: FIRE 6 MONTHLY ELECTRICAL
04/09/2018	812642	NorthWestern Energy	Water	\$ 1,434.79	0100478-7
04/09/2018	812642	NorthWestern Energy	General	\$ 175.39	1160780-1
04/09/2018	812642	NorthWestern Energy	Parks Maintenance	\$ 0.69	1312707-1
04/09/2018	812642	NorthWestern Energy	General	\$ 5.85	1230066-1
04/09/2018	812642	NorthWestern Energy	General	\$ 7.20	1902257-3
04/09/2018	812642	NorthWestern Energy	Street/Traffic Oper	\$ 51.28	1738989-1
04/09/2018	812642	NorthWestern Energy	Wastewater	\$ 32.07	1704030-4
04/09/2018	812642	NorthWestern Energy	Wastewater	\$ 15.52	1704025-4
04/09/2018	812642	NorthWestern Energy	General	\$ 0.78	1692666-9
04/09/2018	812642	NorthWestern Energy	General	\$ 13.80	1635289-0
04/09/2018	812642	NorthWestern Energy	Parks Maintenance	\$ 6.60	1564209-3
04/09/2018	812642	NorthWestern Energy	General	\$ 5.85	3020837-5
04/09/2018	812642	NorthWestern Energy	General	\$ 5.85	3477233-5
04/09/2018	812642	NorthWestern Energy	Wastewater	\$ 1,048.13	2132749-9
04/09/2018	812642	NorthWestern Energy	Street/Traffic Oper	\$ 7.20	2047018-3
04/09/2018	812642	NorthWestern Energy	Street/Traffic Oper	\$ 7.20	2047011-8
04/09/2018	812642	NorthWestern Energy	Street/Traffic Oper	\$ 6.96	2047000-1
04/09/2018	812642	NorthWestern Energy	Parks Maintenance	\$ 1.46	2041362-1
04/09/2018	812642	NorthWestern Energy	Parks Maintenance	\$ 0.78	0971824-8
04/09/2018	812642	NorthWestern Energy	General	\$ 6.09	1156527-2
04/09/2018	812642	NorthWestern Energy	Radio	\$ 143.12	1006915-1
04/09/2018	812642	NorthWestern Energy	General	\$ 5.85	0920801-8
04/09/2018	812642	NorthWestern Energy	Wastewater	\$ 456.64	0723878-5

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/09/2018	812642	NorthWestern Energy	Wastewater	\$ 76.75	0723383-6
04/09/2018	812642	NorthWestern Energy	Water	\$ 158.46	0723043-6
04/09/2018	812642	NorthWestern Energy	General	\$ 39.74	0722277-1
04/09/2018	812642	NorthWestern Energy	Water	\$ 2,178.14	0722270-6
04/09/2018	812647	Public Utilities	Airport	\$ 84.22	250836-West End T-Hangars
04/09/2018	812647	Public Utilities	Airport	\$ 114.76	250840-Edwards Jet Center West
04/09/2018	812647	Public Utilities	Airport	\$ 88.18	250842-Executive Hangars
04/09/2018	812647	Public Utilities	Airport	\$ 6.30	250842-Executive Hangars USDA APHIS
04/09/2018	812647	Public Utilities	Airport	\$ 142.96	250843-Airfield Maintenance Compactor
04/09/2018	812647	Public Utilities	Airport	\$ 114.36	250845-Airfield Maintenance
04/09/2018	812647	Public Utilities	Airport	\$ 94.16	250848-Edwards Jet Center 1871 Aviation Place
04/09/2018	812647	Public Utilities	Airport	\$ 94.48	250849-Rocky Mountain College-EJC
04/09/2018	812647	Public Utilities	Airport	\$ 146.83	250847-UPS Gate 21
04/09/2018	812647	Public Utilities	Airport	\$ 114.76	250854-Marchi Hangar
04/09/2018	812647	Public Utilities	Airport	\$ 57.31	250855-Marchi Office
04/09/2018	812647	Public Utilities	Airport	\$ 94.48	250857-MT State Lands DEQ/DNRC
04/09/2018	812647	Public Utilities	Airport	\$ 94.48	250858-Billings Fire Center-BLM
04/09/2018	812647	Public Utilities	Airport	\$ 47.08	250859-TSA
04/09/2018	812647	Public Utilities	Airport	\$ 1,032.65	251009-Terminal Compactor
04/09/2018	812647	Public Utilities	Airport	\$ 134.88	250851-Edwards Jet Center 1691 Aviation Place
04/09/2018	812647	Public Utilities	Airport	\$ 67.44	250853-Aertronics
04/09/2018	812647	Public Utilities	Airport	\$ 114.76	250850-US Postal Service Gate 15
04/09/2018	812647	Public Utilities	Airport	\$ 67.68	250828-Alpine Air-Maintenance
04/09/2018	812647	Public Utilities	Airport	\$ 41.75	250830-Hilsendeger Bldg
04/09/2018	812647	Public Utilities	Airport	\$ 168.44	250834-QTA
04/09/2018	812647	Public Utilities	Airport	\$ 47.08	250832-Corp Air/Alpine
04/09/2018	812647	Public Utilities	Airport	\$ 94.48	250831-Zone Dispatch-IP6 & IP7
04/09/2018	812648	Public Works-Administration	Water	\$ 2,925.00	PWU March Eng Permits - Watermain Repair
04/09/2018	812660	Solid Waste Systems Inc	Solid Waste	\$ 365.57	103586
04/09/2018	812660	Solid Waste Systems Inc	General	\$ 62.00	103913
04/09/2018	812660	Solid Waste Systems Inc	Solid Waste	\$ 272.15	103846
04/09/2018	812660	Solid Waste Systems Inc	Solid Waste	\$ 688.39	103602
04/09/2018	812660	Solid Waste Systems Inc	Solid Waste	\$ 408.62	103940

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/09/2018	812660	Solid Waste Systems Inc	Solid Waste	\$ 217.59	103611
04/09/2018	812660	Solid Waste Systems Inc	Solid Waste	\$ 1,771.94	104030
04/09/2018	812666	Stronghold Surface Solutions Inc	Ballpark Donations	\$ 4,999.00	Resurfacing bathroom floor at Dehler Park
04/09/2018	812672	Town & Country Supply Association	Airport	\$ 19,457.69	Invoice #302881. QTA Car Rental Fuel
04/09/2018	812672	Town & Country Supply Association	Transit	\$ 4,455.94	BUS MET PO NUM 305575
04/09/2018	812672	Town & Country Supply Association	Fleet	\$ 12,395.22	306618 PO NUM 305681
04/09/2018	812672	Town & Country Supply Association	Public Safety	\$ 653.37	307050 FIRE5: #2 DYED DIESEL
04/09/2018	812672	Town & Country Supply Association	Public Safety	\$ 518.34	307051 FRIE1:UNLEADED
04/09/2018	812672	Town & Country Supply Association	Fleet	\$ 9,778.00	306960 PO NUM 305681
04/09/2018	812672	Town & Country Supply Association	Public Safety	\$ 762.27	307051 FIRE1: DIESEL
04/09/2018	812673	Tractor & Equipment Co.	Street/Traffic Oper	\$ 802.52	BLCS0672897
04/09/2018	812673	Tractor & Equipment Co.	Street/Traffic Oper	\$ 133.10	BLCS0673744
04/09/2018	812673	Tractor & Equipment Co.	Street/Traffic Oper	\$ 798.66	BLCS0673851
04/09/2018	812673	Tractor & Equipment Co.	Street/Traffic Oper	\$ 149.96	BLCS0672453
04/09/2018	812673	Tractor & Equipment Co.	Street/Traffic Oper	\$ 804.20	BLCS0673743
04/09/2018	812677	Unemployment Ins Contributions Bureau	Sidewalk Debt Svc	\$ 43,150.74	Unemployment quarter ending March 31, 2018
04/09/2018	812688	Yellowstone County Finance Dpt	Public Safety	\$ 17,100.00	March 2018 Jail Boarders

Regular City Council Meeting

Meeting Date: 05/14/2018
TITLE: Payment of Claims April 23, 2018
PRESENTED BY: Andy Zoeller
Department: City Hall Administration
Presentation: No

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$2,155,881.40 have been audited and are presented for City Council payment approval. A complete listing of the claims dated April 23, 2018, is available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

Council memo 04232018

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/23/2018	812872	A & I Distributors	Fleet	\$ 1,040.67	3096627 PO NUM 304945
04/23/2018	812872	A & I Distributors	Fleet	\$ 935.14	3097081 PO NUM 304945
04/23/2018	812872	A & I Distributors	Street/Traffic Oper	\$ 539.32	3104991
04/23/2018	812872	A & I Distributors	Fleet	\$ 3,523.67	3106365 PO NUM 304945
04/23/2018	812872	A & I Distributors	Solid Waste	\$ 939.89	Blue DEF and antifreeze for the Landfill equipment
04/23/2018	812872	A & I Distributors	Street/Traffic Oper	\$ 278.85	blue def for trucks
04/23/2018	812872	A & I Distributors	Transit	\$ 1,876.51	BUS MET PO NUM 304945
04/23/2018	812872	A & I Distributors	Airport	\$ 66.69	Invoice #3101021. Grease Gun
04/23/2018	812872	A & I Distributors	Airport	\$ 607.06	Invoice #3104296. Stock order of Equipment Oil
04/23/2018	812872	A & I Distributors	Airport	\$ 607.06	Invoice #3105969. Equipment Oil
04/23/2018	812872	A & I Distributors	Solid Waste	\$ 991.65	Oil and Antifreeze for the garbage trucks
04/23/2018	812872	A & I Distributors	Solid Waste	\$ 160.70	Oil for Landfill equipment
04/23/2018	812872	A & I Distributors	Water	\$ 871.59	WATER PARTS AND SUPPLIES PO NUM 305450
04/23/2018	812872	A & I Distributors	Water	\$ 204.22	WATER PARTS AND SUPPLIES PO NUM 305611
04/23/2018	812872	A & I Distributors	Fleet	\$ 548.39	3100204 PO NUM 304945
04/23/2018	812872	A & I Distributors	Transit	\$ 212.90	AUTO &TRUCK MAINT.ITEMS
04/23/2018	812872	A & I Distributors	Airport	\$ 3,554.18	Invoice #3100177. Shop Lube, Pump
04/23/2018	812872	A & I Distributors	Fleet	\$ 1,973.69	3100204 PO NUM 304945
04/23/2018	812874	Advanced Eng & Environmental	Wastewater	\$ 4,892.00	Water & Waste Water Rate Study FY18/19 & FY19/20
04/23/2018	812878	Asco Pacific Supply Inc	General	\$ 3,222.87	Tent top 41318
04/23/2018	812881	ATS Inland NW LLC	Airport	\$ 611.00	FY18 Energy Management Services - QTA
04/23/2018	812881	ATS Inland NW LLC	Airport	\$ 2,145.00	FY18 Energy Management Services - Terminal
04/23/2018	812883	AVI Systems Inc	General	\$ 86,411.16	Audio Visual Muni Court/Council Chambers
04/23/2018	812887	Big Sky Linen & Uniform	Water	\$ 297.80	MARCH UNIFORM CHARGES
04/23/2018	812887	Big Sky Linen & Uniform	Water	\$ 46.64	MARCH UNIFORM CHARGES
04/23/2018	812887	Big Sky Linen & Uniform	Water	\$ 633.64	MARCH UNIFORM CHARGES
04/23/2018	812887	Big Sky Linen & Uniform	Water	\$ 513.24	MARCH UNIFORM CHARGES
04/23/2018	812887	Big Sky Linen & Uniform	Wastewater	\$ 14.35	MARCH UNIFORM CHARGES
04/23/2018	812887	Big Sky Linen & Uniform	Wastewater	\$ 701.40	MARCH UNIFORM CHARGES
04/23/2018	812887	Big Sky Linen & Uniform	Wastewater	\$ 342.16	MARCH UNIFORM CHARGES
04/23/2018	812890	Billings Community Cable	General	\$ 25,000.00	Quarterly Distribution
04/23/2018	812890	Billings Community Cable	General	\$ 300.00	January - March 2018 Work Session Live Broadcasts
04/23/2018	812893	Bison Motor Company	Capital Replacement	\$ 68,202.64	2 3/4 ton cab pickups model 2018 2 wheel drive
04/23/2018	812894	Bobcat Of Big Sky, Inc.	Capital Replacement	\$ 48,133.00	Compact track loader - Bobcat T595

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/23/2018	812895	Border States Electric	Water	\$ 108.49	CONDUCTOR CABLE
04/23/2018	812895	Border States Electric	Wastewater	\$ (499.25)	CREDIT FOR INV 914691977
04/23/2018	812895	Border States Electric	Water	\$ 93.23	CRIMP SET FOR E-8
04/23/2018	812895	Border States Electric	Wastewater	\$ 93.22	CRIMP SET FOR E-8
04/23/2018	812895	Border States Electric	Water	\$ 35.82	ELECTRICAL FOR WTP & WWTP PO NUM 305514
04/23/2018	812895	Border States Electric	Water	\$ 97.98	EXT LIHJT WTP FILTER BLDG
04/23/2018	812895	Border States Electric	Wastewater	\$ 112.95	FITTINGS FOR WENCO MOTOR
04/23/2018	812895	Border States Electric	Water	\$ 151.60	CABLE/ INSUL BUSH
04/23/2018	812895	Border States Electric	Water	\$ 176.41	CHEM BUILDING CENSORS
04/23/2018	812895	Border States Electric	Water	\$ 532.48	CHEM BUILDING HOIST
04/23/2018	812895	Border States Electric	Water	\$ 96.82	CIRCUIT BREAKER
04/23/2018	812895	Border States Electric	Water	\$ 159.31	2 YEAR SAFETY QUALIFICATION OF HOT STICKS
04/23/2018	812895	Border States Electric	Wastewater	\$ 159.31	2 YEAR SAFETY QUALIFICATION OF HOT STICKS
04/23/2018	812895	Border States Electric	Water	\$ 153.70	AHU PROJECT FILTER BLDG
04/23/2018	812895	Border States Electric	Water	\$ 120.00	AHU PROJECT FILTER BLDG
04/23/2018	812895	Border States Electric	Wastewater	\$ 119.99	AHU PROJECT FILTER BLDG
04/23/2018	812895	Border States Electric	Water	\$ 51.72	HEAT SHRINK INSULATION, WTP- FIBER
04/23/2018	812895	Border States Electric	Wastewater	\$ 297.59	FUSEHOLDER FOR DEWATERING WELL
04/23/2018	812895	Border States Electric	Water	\$ 366.92	FOR CHEM BLDG HOIST
04/23/2018	812895	Border States Electric	Water	\$ 123.62	FOR CHEM BUILDING HOIST
04/23/2018	812895	Border States Electric	Wastewater	\$ 608.78	FOR DEWATERING WELLS
04/23/2018	812895	Border States Electric	Water	\$ 264.08	FOR HOIST PROJECT
04/23/2018	812895	Border States Electric	Water	\$ 776.13	FOR HOIST PROJECT
04/23/2018	812895	Border States Electric	Water	\$ 2.12	REPLACEMENT BIT FOR E-7 TOOL
04/23/2018	812895	Border States Electric	Wastewater	\$ 2.12	REPLACEMENT BIT FOR E-7 TOOL
04/23/2018	812895	Border States Electric	Water	\$ 448.05	REPLACEMENT CORD FOR FILTER 6
04/23/2018	812895	Border States Electric	Water	\$ 9.05	REPLACEMENT SCREWDRIVER FOR E-8 TOOLS
04/23/2018	812895	Border States Electric	Wastewater	\$ 9.04	REPLACEMENT SCREWDRIVER FOR E-8 TOOLS
04/23/2018	812895	Border States Electric	Water	\$ (2,247.94)	RETURN CREDIT INV 914538833
04/23/2018	812895	Border States Electric	Wastewater	\$ 116.31	LAKE HILLS PROJECT
04/23/2018	812895	Border States Electric	Wastewater	\$ 322.97	ups
04/23/2018	812895	Border States Electric	Water	\$ 88.98	UPS CP1100 RM PROJECT
04/23/2018	812895	Border States Electric	Water	\$ 373.98	SUPPLIES FOR HOIST PROJECT
04/23/2018	812895	Border States Electric	Wastewater	\$ 249.68	SIGNAL SPLITTER WWTP SSP VFDS

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/23/2018	812896	Brenntag Pacific Inc	Street/Traffic Oper	\$ 7,530.50	liquid deicer used to melt snow on streets
04/23/2018	812896	Brenntag Pacific Inc	Street/Traffic Oper	\$ 7,812.50	hicothaw liquid for melting snow on streets
04/23/2018	812896	Brenntag Pacific Inc	Wastewater	\$ 655.50	CALCIUM HYPOCHLORITE
04/23/2018	812899	Business Tax Section	General	\$ 872.84	Business Tax for A/V Equipment
04/23/2018	812899	Business Tax Section	Tax Increment South	\$ 111.69	Business tax on the construction of Optimist parking
04/23/2018	812899	Business Tax Section	Rose Park Pool Construction	\$ 1,540.61	Business tax on the Rose Pool building-Swank
04/23/2018	812899	Business Tax Section	Water	\$ 206.64	WO 15-10 WTP Chemical Bldg/Disinfection; Change
04/23/2018	812901	Century Link	EOC 911	\$ 45.65	406-245-3107 911
04/23/2018	812901	Century Link	EOC 911	\$ 45.65	406-245-3108 911
04/23/2018	812901	Century Link	Water	\$ 39.44	406-245-3659 PUD Alarm Water Tower
04/23/2018	812901	Century Link	Airport	\$ 45.66	406-245-5834 Airport Alarm
04/23/2018	812901	Century Link	Public Safety	\$ 119.32	406-245-7469 Fire
04/23/2018	812901	Century Link	Public Safety	\$ 45.66	406-245-7481 Police
04/23/2018	812901	Century Link	Telephone System	\$ 228.20	406-248-3049 Main System T1 City/County Tie
04/23/2018	812901	Century Link	Radio	\$ 311.26	406-248-3635 Fire Airport Radio Tower WCK
04/23/2018	812901	Century Link	Radio	\$ 311.26	406-248-3636 Fire Airport Radio Tower Jellison
04/23/2018	812901	Century Link	Fleet	\$ 107.93	406-256-5047 Motor Pool
04/23/2018	812901	Century Link	Airport	\$ 104.81	406-256-7070 Airport
04/23/2018	812901	Century Link	Engineering	\$ 96.82	406-259-7758 Measured Lines Depot
04/23/2018	812901	Century Link	P.W. Admin	\$ 64.55	406-259-7758 Measured Lines Depot
04/23/2018	812901	Century Link	Public Safety	\$ 118.32	406-373-3742 Fire RR Crossing Alarm
04/23/2018	812901	Century Link	EOC 911	\$ 46.26	406-245-2296 911
04/23/2018	812901	Century Link	Public Safety	\$ 98.59	406-651-0282 Fire 5 911 Line
04/23/2018	812901	Century Link	City County Planning	\$ 80.51	406-656-9578 Planning Traffic Central Broadwater
04/23/2018	812901	Century Link	City County Planning	\$ 73.51	406-656-9604 Planning Traffic Central 9th
04/23/2018	812901	Century Link	Airport	\$ 121.21	406-256-6014 Airport P9 Building
04/23/2018	812901	Century Link	EOC 911	\$ 311.26	406-245-7101 9-1-1 Center Landfill #2
04/23/2018	812901	Century Link	EOC 911	\$ 311.26	406-245-7102 9-1-1 Center Fox Reservoir #2
04/23/2018	812901	Century Link	Solid Waste	\$ 101.39	406-256-7001 Solid Waste Scale House
04/23/2018	812901	Century Link	Parking	\$ 49.22	406-252-2041 Park 2 Elevator Phone
04/23/2018	812901	Century Link	Airport	\$ 64.03	406-252-0721 Airport 1FB Line
04/23/2018	812904	Chicago Title of Montana LLC	CDBG	\$ 15,000.00	FTHB Lynn Givin 1212 Glencoe Drive
04/23/2018	812909	CMG Construction LLC	Tax Increment South	\$ 11,057.31	Construction of public parking & stormwater utilities
04/23/2018	812911	Cop Construction Co	Water	\$ 20,457.10	WO 15-10 WTP Chemical Bldg/Disinfection

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/23/2018	812913	CTA Construction & Environmental	Public Safety	\$ 1,000.00	FIRE4: ARC FLASH STUDY
04/23/2018	812913	CTA Construction & Environmental	Public Safety	\$ 3,000.00	FIRE4: ELECTRICAL DESIGN/ADDITION
04/23/2018	812914	CTA Inc	Rose Park Pool Construction	\$ 2,010.54	Payment 136276
04/23/2018	812914	CTA Inc	EOC 911	\$ 8,372.46	911 Center Architect and Engineering Services
04/23/2018	812921	Desert Mountain Corporation	Street/Traffic Oper	\$ 4,725.70	ice slicer used to melt snow on streets
04/23/2018	812924	DOWL	Water	\$ 46,700.00	Water & Sewer Sch 1 N 27th Watermain
04/23/2018	812933	First Montana Title Co	CDBG	\$ 15,000.00	FTHB Bobbie Moffitt 217 Jackson Street
04/23/2018	812934	Fisher's Technology	Central Services	\$ 4,705.00	Police Department - pre-owned canon image runner
04/23/2018	812934	Fisher's Technology	Central Services	\$ 756.00	Animal Control, annual contract renewal
04/23/2018	812934	Fisher's Technology	Solid Waste	\$ 48.65	Copier charges for Solid Waste
04/23/2018	812934	Fisher's Technology	Water	\$ 10.63	COPIER FEES
04/23/2018	812934	Fisher's Technology	P.W. Admin	\$ 12.67	COPIER FEES
04/23/2018	812934	Fisher's Technology	Central Services	\$ 60.00	Municipal Court
04/23/2018	812934	Fisher's Technology	Central Services	\$ 77.62	Fleet
04/23/2018	812934	Fisher's Technology	Police Programs	\$ 2.05	Police ICAC
04/23/2018	812939	Granite Peak Pump Service Inc	General	\$ 4,666.11	Pump supplies
04/23/2018	812942	HDR, Inc.	Wastewater	\$ 7,340.04	RNG Evaluation for use of Biogas at WRF
04/23/2018	812942	HDR, Inc.	Water	\$ 1,244.56	WO 17-09 Leavens Reservoir Liner
04/23/2018	812942	HDR, Inc.	Water	\$ 2,390.65	WO 18-16 Filter Bldg Console Replacement
04/23/2018	812962	Kittelson & Associates Inc	City County Planning	\$ 13,606.69	Billings MPO Travel Demand Model
04/23/2018	812963	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 476.11	1 1/2" crushed base
04/23/2018	812963	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 1,942.17	1 1/2" crushed base
04/23/2018	812963	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 2,146.62	1 1/2" crushed base
04/23/2018	812963	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 1,173.61	1 1/2" crushed base and 3/8" crushed base
04/23/2018	812963	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 2,888.80	1 1/2" crushed base and 6+ boulders
04/23/2018	812963	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 3,205.10	1 1/2" crushed base and 6+ boulders
04/23/2018	812963	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 1,640.56	1 1/2" crushed base and 6+boulders
04/23/2018	812963	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 2,010.79	crushed base, washed rock, crushed fines
04/23/2018	812963	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 1,136.10	salt/sand material
04/23/2018	812963	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 4,759.44	salt/sand mixture
04/23/2018	812963	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 5,544.84	salt/sand mixture
04/23/2018	812963	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 2,094.29	sand/salt material
04/23/2018	812965	Kone Inc	Airport	\$ 3,118.00	FY18 Elevator/Escalator Maintenance
04/23/2018	812965	Kone Inc	Airport	\$ 126.00	FY18 Elevator/Escalator Maintenance

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04/23/2018	812965	Kone Inc	Airport	\$ 50.00	FY18 Elevator/Escalator Maintenance
04/23/2018	812966	L N Curtis	Public Safety	\$ 41.66	STZ SPANNER WRENCH DBLB HEAD
04/23/2018	812966	L N Curtis	Public Safety	\$ 9,000.00	HMLVPGIS TFT, TASK FORCE TIPS
04/23/2018	812968	Lamar Companies	General	\$ 2,900.00	Advertising billboards
04/23/2018	812972	Mailing Technical Services	General	\$ 2,573.77	Activities guide mailed out
04/23/2018	812972	Mailing Technical Services	Central Services	\$ 6,277.21	Postage Fund (weekly bills)
04/23/2018	812972	Mailing Technical Services	Library	\$ 648.11	Library mail service - March 2018
04/23/2018	812972	Mailing Technical Services	Library	\$ 549.20	Library Mailing service - December 2018
04/23/2018	812977	Miller Trois LLC	General	\$ 1,971.00	I18-021726 Miller Trois LLC
04/23/2018	812977	Miller Trois LLC	Building Inspection	\$ 6,330.00	I18-021726 Miller Trois LLC
04/23/2018	812977	Miller Trois LLC	City County Planning	\$ 4,218.00	I18-021726 Miller Trois LLC
04/23/2018	812977	Miller Trois LLC	CDBG	\$ 4,926.00	I18-021726 Miller Trois LLC
04/23/2018	812978	Montana Dakota Utilities Co	CDBG	\$ 36.99	FORECLOSURE Program - 30 S Plainview Street
04/23/2018	812978	Montana Dakota Utilities Co	Airport	\$ 136.82	283 116 0655 3. Alpine IP-12. April 2018
04/23/2018	812978	Montana Dakota Utilities Co	Airport	\$ 1,529.03	285 580 1000 6
04/23/2018	812978	Montana Dakota Utilities Co	Water	\$ 75.53	373 580 1000 9
04/23/2018	812978	Montana Dakota Utilities Co	Airport	\$ 113.64	295 580 1000 4. Aero Interiors. April 2018
04/23/2018	812978	Montana Dakota Utilities Co	Water	\$ 75.53	373 580 1000 9
04/23/2018	812978	Montana Dakota Utilities Co	General	\$ 97.62	501 473 1000 2
04/23/2018	812978	Montana Dakota Utilities Co	Airport	\$ 126.11	160 723 3573 6. USDA, April 2018
04/23/2018	812978	Montana Dakota Utilities Co	Airport	\$ 243.24	185 580 1000 7. TSA Building. April 2018
04/23/2018	812978	Montana Dakota Utilities Co	Wastewater	\$ 28.19	596 733 1000 5
04/23/2018	812978	Montana Dakota Utilities Co	Airport	\$ 453.75	129 573 1000 1. Mud Wash. April 2018
04/23/2018	812978	Montana Dakota Utilities Co	Airport	\$ 100.58	229 573 1000 0. Detail Bay 1. April 2018
04/23/2018	812978	Montana Dakota Utilities Co	Airport	\$ 5,384.26	595 580 1000 1
04/23/2018	812978	Montana Dakota Utilities Co	Water	\$ 35.77	541 380 1000 1
04/23/2018	812978	Montana Dakota Utilities Co	Airport	\$ 1,167.03	889 373 1000 6. Car Wash. April 2018
04/23/2018	812978	Montana Dakota Utilities Co	Wastewater	\$ 29.93	955 043 1000 4
04/23/2018	812978	Montana Dakota Utilities Co	Airport	\$ 19.16	529 573 1000 7. Detail Bay 5 Thrifty/Dollar
04/23/2018	812978	Montana Dakota Utilities Co	Water	\$ 44.19	921 580 1000 6
04/23/2018	812978	Montana Dakota Utilities Co	Airport	\$ 52.41	429 573 1000 8. Detail Bay 4 Avis/Budget
04/23/2018	812978	Montana Dakota Utilities Co	Airport	\$ 13.79	806 580 1000 6
04/23/2018	812978	Montana Dakota Utilities Co	Airport	\$ 927.51	706 580 1000 7
04/23/2018	812978	Montana Dakota Utilities Co	Airport	\$ 78.59	629 573 1000 6. Detail Bay 2. National/Alamo

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04/23/2018	812978	Montana Dakota Utilities Co	Public Safety	\$ 328.74	668 670 1000 2
04/23/2018	812978	Montana Dakota Utilities Co	Airport	\$ 53.01	329 573 1000 9. Detail Bay 3. Enterprise
04/23/2018	812980	Montana Dept Of Transportation	Arterial Streets	\$706,772.56	WO 15-13 Zimmerman Trail Reconstruction
04/23/2018	812984	Morrison Maierle Inc	Wastewater	\$ 14,720.75	WO 18-01 2018 Water & Sewer Replacement Sch 3
04/23/2018	812984	Morrison Maierle Inc	Wastewater	\$ 36,491.21	WO 18-01 2018 Water & Sewer Sch 2 Sanitary Sewer
04/23/2018	812984	Morrison Maierle Inc	Airport	\$ 21,566.00	Airline Support Facility Project - Design
04/23/2018	812984	Morrison Maierle Inc	Airport	\$ 28,263.53	BLM Storage Facility Project - Design
04/23/2018	812987	MT Waterworks	Water	\$ 7,656.00	WATER PARTS AND SUPPLIES PO NUM 305626
04/23/2018	812987	MT Waterworks	Water	\$ 588.50	SYSTEMS PO NUM 305618
04/23/2018	812987	MT Waterworks	Water	\$ 120.00	SYSTEMS PO NUM 305619
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 575.10	SYSTEMS PO NUM 305440
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 1,414.00	SYSTEMS PO NUM 305527
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 217.32	STOCK CONTROL STRUCTURE
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 1,117.69	STOCK/ CHEM BUILDING
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 686.55	WATER PARTS AND SUPPLIES PO NUM 305365
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 17,268.60	WATER PARTS AND SUPPLIES PO NUM 305366
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 988.60	WATER PARTS AND SUPPLIES PO NUM 305436
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 4,948.00	WATER PARTS AND SUPPLIES PO NUM 305442
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 1,309.00	WATER PARTS AND SUPPLIES PO NUM 305621
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 1,048.57	WATER PARTS AND SUPPLIES PO NUM 305498
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 3,831.60	WATER PARTS AND SUPPLIES PO NUM 305516
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 120.76	SYSTEMS PO NUM 305436
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 10,591.00	WATER PARTS AND SUPPLIES PO NUM 305499
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 12,920.00	WATER PARTS AND SUPPLIES PO NUM 305517
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 17,268.60	WATER PARTS AND SUPPLIES PO NUM 305528
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 17,258.40	WATER PARTS AND SUPPLIES PO NUM 305622
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 182.32	repair parts
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 15.06	repair parts
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 394.50	SYSTEMS PO NUM 305501
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 13,209.00	WATER PARTS AND SUPPLIES PO NUM 305500
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 2,206.82	WATER PARTS AND SUPPLIES PO NUM 305623
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 30.44	WATER PARTS AND SUPPLIES PO NUM 305501
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 46.06	WATER PARTS AND SUPPLIES PO NUM 305624
04/23/2018	812997	Northwest Pipe Fittings	Street/Traffic Oper	\$ 204.60	ball valve/nipple for deice tanks

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04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 213.84	CHECK VALVES
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 235.20	CHEM BUILDING-WTP
04/23/2018	812997	Northwest Pipe Fittings	Wastewater	\$ 211.78	FOR #1 DIGESTER OVERFLOW LINK
04/23/2018	812997	Northwest Pipe Fittings	Wastewater	\$ 39.08	FOR #2HE AND INV
04/23/2018	812997	Northwest Pipe Fittings	Fleet	\$ 40.86	1940896 PO NUM 304951
04/23/2018	812997	Northwest Pipe Fittings	Solid Waste	\$ 815.28	1944611
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 23.20	90' ELBOWS
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 20.74	FOR HOT WATER TANK
04/23/2018	812997	Northwest Pipe Fittings	Wastewater	\$ 16.82	FOR PD OVERFLOW LINE
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 14.82	FOR FILTER AID TANKS
04/23/2018	812997	Northwest Pipe Fittings	Water	\$ 5,171.20	HYDRANT METERS
04/23/2018	812997	Northwest Pipe Fittings	Facilities Mngmt	\$ 11.19	Inv. 1943182
04/23/2018	812997	Northwest Pipe Fittings	Wastewater	\$ 238.97	PD OVERFLOW PIPE
04/23/2018	812998	NorthWestern Energy	Street/Traffic Oper	\$ 11,832.70	Signal Bills
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 4,382.39	SILMD 013 ACCT# 0721276-4
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 342.34	SILMD 175 ACCT# 0712614-7
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 642.64	SILMD 241 ACCT# 0712675-8
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 91.94	SILMD 018 ACCT# 0712554-5
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 537.95	SILMD 179 ACCT# 0712617-0
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 89.43	SILMD 245 ACCT# 0712678-2
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 2,131.51	SILMD 014 ACCT# 0721277-2
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 45.10	SILMD 176 ACCT# 0712615-4
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 85.71	SILMD 242 ACCT# 0712676-6
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 1,269.49	SILMD 017 ACCT# 0712553-7
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 268.98	SILMD 178 ACCT# 0712616-2
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 114.29	SILMD 244 ACCT# 0712677-4
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 473.07	SILMD 095 ACCT# 0712556-0
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 366.79	SILMD 180 ACCT# 0712618-8
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 342.87	SILMD 246 ACCT# 0712679-0
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 13,794.23	SILMD 097 ACCT# 0712557-8
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 1,742.93	SILMD 181 ACCT# 0712619-6
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 1,203.07	SILMD 247 ACCT# 0712680-8
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 1,664.91	SILMD 099 ACCT# 0712558-6
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 611.31	SILMD 182 ACCT# 0712620-4

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04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 2,549.05	SILMD 248 ACCT# 0712681-6
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 2,746.28	SILMD 100 ACCT# 0712559-4
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 1,222.62	SILMD 183 ACCT# 0712621-2
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 2,828.69	SILMD 249 ACCT# 0718734-7
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 1,800.06	SILMD 107 ACCT# 0712560-2
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 391.23	SILMD 184 ACCT# 0712622-0
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 200.54	SILMD 250 ACCT# 0719001-0
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 4,514.46	SILMD 109 ACCT# 0712561-0
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 146.71	SILMD 185 ACCT# 0712623-8
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 4,062.93	SILMD 251 ACCT# 0718801-4
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 971.47	SILMD 114 ACCT# 0712563-6
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 244.55	SILMD 187 ACCT# 0712625-3
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 2,004.18	SILMD 253 ACCT# 0719644-7
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 189.37	SILMD 113 ACCT# 0712562-8
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 635.12	SILMD 186 ACCT# 0712624-6
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 571.45	SILMD 252 ACCT# 0719162-0
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 515.51	SILMD 009 ACCT# 0712545-3
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 1,222.62	SILMD 173 ACCT# 0712612-1
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 97.81	SILMD 239 ACCT# 0712673-3
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 1,453.28	SILMD 010 ACCT# 0712546-1
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 1,027.00	SILMD 174 ACCT# 0712613-9
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 401.10	SILMD 240 ACCT# 0712674-1
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 515.56	SILMD 008 ACCT# 0712544-6
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 557.48	SILMD 172 ACCT# 0712611-3
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 15.41	SILMD 238 ACCT# 0712672-5
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 1,000.03	SILMD 124 ACCT# 0712573-5
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 71.59	SILMD 196 ACCT# 0712634-5
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 164.61	SILMD 264 ACCT# 0721427-3
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 400.02	SILMD 125 ACCT# 0712574-3
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 71.59	SILMD 197 ACCT# 0712635-2
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 361.38	SILMD 265 ACCT# 0721556-9
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 342.87	SILMD 123 ACCT# 0712572-7
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 222.85	SILMD 195 ACCT# 0712633-7
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 975.79	SILMD 263 ACCT# 0720716-0

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04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 195.63	SILMD 122 ACCT# 0712571-9
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 267.41	SILMD 194 ACCT# 0712632-9
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 3,245.77	SILMD 262 ACCT# 0720937-2
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 2,571.53	SILMD 121 ACCT# 0712570-1
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 782.49	SILMD 193 ACCT# 0712631-1
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 514.30	SILMD 261 ACCT# 0720705-3
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 158.96	SILMD 119 ACCT# 0712568-5
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 317.88	SILMD 192 ACCT# 0712630-3
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 1,383.37	SILMD 259 ACCT# 0720810-1
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 240.77	SILMD 118 ACCT# 0712567-7
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 436.88	SILMD 191 ACCT# 0712629-5
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 2,699.64	SILMD 258 ACCT# 0720606-3
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 3,314.83	SILMD 117 ACCT# 0712566-9
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 1,271.53	SILMD 190 ACCT# 0712628-7
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 893.75	SILMD 257 ACCT# 0720360-7
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 600.02	SILMD 116 ACCT# 0712565-1
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 244.55	SILMD 189 ACCT# 0712627-9
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 181.13	SILMD 255 ACCT# 0720813-5
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 228.59	SILMD 115 ACCT# 0712564-4
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 293.43	SILMD 188 ACCT# 0712626-1
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 150.89	SILMD 254 ACCT# 0719763-5
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 200.01	SILMD 126 ACCT# 0712575-0
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 122.25	SILMD 198 ACCT# 0712636-0
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 47.93	SILMD 266 ACCT# 0721684-9
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 733.58	SILMD 127 ACCT# 0712576-8
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 93.34	SILMD 200 ACCT# 0712637-8
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 438.95	SILMD 270 ACCT# 0906944-4
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 513.50	SILMD 128 ACCT# 0712577-6
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 513.50	SILMD 201 ACCT# 0712638-6
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 1,034.21	SILMD 271 ACCT# 0995095-7
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 342.87	SILMD 129 ACCT# 0712578-4
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 590.96	SILMD 202 INV# 0712639-4
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 2,901.07	SILMD 272 ACCT# 0905005-5
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 130.08	SILMD 130 ACCT# 0712579-2

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04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 19.09	SILMD 203 ACCT# 0712640-2
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 208.20	SILMD 273 ACCT# 0926386-4
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 885.74	SILMD 131 ACCT# 0712580-0
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 383.57	SILMD 204 ACCT# 0712641-0
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 476.86	SILMD 276 ACCT# 0961926-3
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 241.57	SILMD 133 ACCT# 0712581-8
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 36.09	SILMD 205 ACCT# 0712642-8
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 851.65	SILMD 277 ACCT# 1058710-3
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 557.47	SILMD 134 ACCT# 0712582-6
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 342.34	SILMD 206 ACCT# 0712643-6
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 211.71	SILMD 278 ACCT# 1087619-1
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 537.95	SILMD 135 ACCT# 0712583-4
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 391.23	SILMD 207 ACCT# 0712644-4
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 63.57	SILMD 279 ACCT# 1124127-0
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 485.72	SILMD 136 ACCT# 0712584-2
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 267.72	SILMD 208 ACCT# 0712645-1
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 702.30	SILMD 280 ACCT# 1045653-1
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 387.62	SILMD 137 ACCT# 0712585-9
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 562.42	SILMD 209 ACCT# 0712646-9
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 450.83	SILMD 283 ACCT# 1172743-5
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 771.47	SILMD 138 ACCT# 0712586-7
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 85.90	SILMD 210 ACCT# 0712647-7
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 350.41	SILMD 285 ACCT# 1206985-2
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 257.18	SILMD 139 ACCT# 0712587-5
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 47.75	SILMD 211 ACCT# 0712648-5
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 245.28	SILMD 286 ACCT# 1296582-8
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 600.02	SILMD 143 ACCT# 0712588-3
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 47.75	SILMD 212 ACCT# 0712649-3
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 128.30	SILMD 287 ACCT# 1246537-3
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 28.48	SILMD 144 ACCT# 0712589-1
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 28.63	SILMD 213 ACCT# 0712650-1
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 1,842.37	SILMD 288 ACCT# 1303978-9
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 489.05	SILMD 145 ACCT# 0712590-9
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 491.42	SILMD 214 ACCT# 0712651-9

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 201.66	SILMD 289 ACCT# 1685375-6
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 371.44	SILMD 146 ACCT# 0712591-7
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 146.71	SILMD 216 ACCT# 0712652-7
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 132.10	SILMD 290 ACCT# 1433921-2
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 482.82	SILMD 147 ACCT# 0712592-5
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 361.22	SILMD 217 ACCT# 0712653-5
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 628.59	SILMD 292 ACCT# 1481532-8
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 1,548.37	SILMD 149 ACCT# 0712593-3
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 259.52	SILMD 220 ACCT# 0712654-3
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 244.55	SILMD 293 ACCT# 1481534-4
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 782.49	SILMD 150 ACCT# 0712594-1
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 9.02	SILMD 221 ACCT# 0712655-0
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 489.05	SILMD 294 ACCT# 1481535-1
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 657.18	SILMD 151 ACCT# 0712595-8
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 75.45	SILMD 222 ACCT# 0712656-8
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 114.29	SILMD 295 ACCT# 1481536-9
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 4,398.88	SILMD 152 ACCT# 0712596-6
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 114.55	SILMD 223 ACCT# 0712657-6
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 1,295.99	SILMD 296 ACCT# 1481537-7
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 562.42	SILMD 153 ACCT# 0712597-4
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 1,896.43	SILMD 224 ACCT# 0712658-4
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 220.10	SILMD 297 ACCT# 1481539-3
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 1,271.53	SILMD 154 ACCT# 0712598-2
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 391.60	SILMD 225 ACCT# 0712659-2
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 195.63	SILMD 298 ACCT# 1481540-1
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 514.30	SILMD 155 ACCT# 0712599-0
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 307.02	SILMD 226 ACCT# 0712660-0
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 415.83	SILMD 300 ACCT# 1662840-6
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 953.65	SILMD 157 ACCT# 0712600-6
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 621.13	SILMD 227 ACCT# 0712661-8
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 5,114.31	SILMD 301 ACCT# 1687005-7
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 828.60	SILMD 158 ACCT# 0712601-4
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 828.60	SILMD 228 ACCT# 0712662-6
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 262.54	SILMD 302 ACCT# 1607534-3

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 1,134.83	SILMD 159 ACCT# 0712602-2
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 428.59	SILMD 229 ACCT# 0712663-4
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 913.62	SILMD 305 ACCT# 1695873-8
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 742.88	SILMD 160 ACCT# 0712603-0
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 1,000.04	SILMD 230 ACCT# 0712664-2
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 214.20	SILMD 306 ACCT# 1740353-6
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 1,100.36	SILMD 161 ACCT# 0712604-8
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 600.02	SILMD 231 ACCT# 0712665-9
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 2,680.10	SILMD 307 ACCT# 2049005-8
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 63.16	SILMD 162 ACCT# 0712605-5
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 2,600.09	SILMD 232 ACCT# 0712666-7
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 272.49	SILMD 308 ACCT# 2072459-7
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 689.96	SILMD 163 ACCT# 0712606-3
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 834.41	SILMD 233 ACCT# 0712667-5
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 327.77	SILMD 309 ACCT# 2001311-6
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 391.23	SILMD 164 ACCT# 0712607-1
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 469.57	SILMD 234 ACCT# 0712668-3
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 387.42	SILMD 310 ACCT# 2060519-2
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 914.33	SILMD 165 ACCT# 0712608-9
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 525.32	SILMD 235 ACCT# 0712669-1
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 254.30	SILMD 311 ACCT# 3014475-2
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 244.55	SILMD 167 ACCT# 0712609-7
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 167.12	SILMD 236 ACCT# 0712670-9
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 250.69	SILMD 312 ACCT# 3146127-0
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 586.87	SILMD 171 ACCT# 0712610-5
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 415.69	SILMD 237 ACCT# 0712671-7
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 387.69	SILMD 315 Acct# 3305804-1
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 1,131.95	SILMD 316 Acct# 3291842-7
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 88.98	SILMD 317 Acct# 3253826-6
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 796.80	SILMD 318 Acct# 3372018-6
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 55.28	SILMD 320 Acct# 0712569-3
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 402.45	SILMD 321 Acct# 3338917-2
04/23/2018	812998	NorthWestern Energy	Light Maintenance	\$ 87.90	SILMD 322 Acct# 3402033-9
04/23/2018	812999	NorthWestern Energy	Facilities Mngmt	\$ 480.02	0975808-7

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/23/2018	812999	NorthWestern Energy	Water	\$ 420.26	1116452-2
04/23/2018	812999	NorthWestern Energy	Water	\$ 191.19	1142253-2
04/23/2018	812999	NorthWestern Energy	Facilities Mngmt	\$ 719.12	1160802-3
04/23/2018	812999	NorthWestern Energy	Facilities Mngmt	\$ 2,584.78	1160804-9
04/23/2018	812999	NorthWestern Energy	Facilities Mngmt	\$ 2,832.45	1269391-7
04/23/2018	812999	NorthWestern Energy	Street/Traffic Oper	\$ 0.23	1740357-7
04/23/2018	812999	NorthWestern Energy	Street/Traffic Oper	\$ 0.56	1748896-6
04/23/2018	812999	NorthWestern Energy	Solid Waste	\$ 1,857.12	3252194-0
04/23/2018	812999	NorthWestern Energy	General	\$ 24.46	1836666-6
04/23/2018	812999	NorthWestern Energy	Wastewater	\$ 63,293.75	0100591-7
04/23/2018	812999	NorthWestern Energy	Water	\$ 12,248.98	0100606-3
04/23/2018	812999	NorthWestern Energy	General	\$ -	0839280-5
04/23/2018	812999	NorthWestern Energy	Public Safety	\$ 820.72	0871546-8
04/23/2018	812999	NorthWestern Energy	Water	\$ 27.43	0723059-2
04/23/2018	812999	NorthWestern Energy	General	\$ 101.08	0723045-1
04/23/2018	812999	NorthWestern Energy	Water	\$ 2,986.48	0723040-2
04/23/2018	812999	NorthWestern Energy	General	\$ 16.85	0722287-0
04/23/2018	812999	NorthWestern Energy	Water	\$ 2,346.61	0722264-9
04/23/2018	812999	NorthWestern Energy	General	\$ 1,109.30	0720821-8
04/23/2018	812999	NorthWestern Energy	General	\$ 213.67	0712536-2
04/23/2018	812999	NorthWestern Energy	General	\$ 51.32	0720818-4
04/23/2018	812999	NorthWestern Energy	General	\$ 45.72	0712387-0
04/23/2018	812999	NorthWestern Energy	Wastewater	\$ 16,331.99	0100606-3
04/23/2018	812999	NorthWestern Energy	Water	\$ 53,078.94	0100606-3
04/23/2018	812999	NorthWestern Energy	Water	\$ 659.95	0100485-2
04/23/2018	812999	NorthWestern Energy	Wastewater	\$ 97.24	1175972-7 APRIL 2018
04/23/2018	812999	NorthWestern Energy	Airport	\$ 41.76	1647695-4. De Icer. April 2018
04/23/2018	812999	NorthWestern Energy	Wastewater	\$ 336.72	1756893-2 APRIL 2018
04/23/2018	812999	NorthWestern Energy	General	\$ 25.96	Electrical charges for tennis courts at Pioneer
04/23/2018	813002	Peterson Office Furniture	Police Programs	\$ 10,839.48	Office furniture for New ICAC office space.
04/23/2018	813003	Petty Cash CCSIU	Police Programs	\$ 2,606.47	Reimburse Petty Cash for February-April, 2018.
04/23/2018	813011	Rimrock Foundation	Municipal Court Grants	\$ 2,487.41	March 2018 Day Treatment
04/23/2018	813011	Rimrock Foundation	Municipal Court Grants	\$ 3,340.00	March 2018 Ancillary Groups
04/23/2018	813011	Rimrock Foundation	Municipal Court Grants	\$ 600.00	March 2018 Screenings

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/23/2018	813011	Rimrock Foundation	Municipal Court Grants	\$ 2,986.34	March 2018 No Ins., Ded., copay
04/23/2018	813014	Rotational Molding Inc	Solid Waste	\$ 40,350.00	150 300 gallon alley barrels
04/23/2018	813019	Sauer Compressors USA Inc	Solid Waste	\$ 9,155.11	Rebuild the CNG Station compressor
04/23/2018	813024	Simply Family Magazine Inc	Library	\$ 21.00	Invoices 9433 & 9472
04/23/2018	813024	Simply Family Magazine Inc	Library	\$ 333.00	Invoices 9433 & 9472
04/23/2018	813024	Simply Family Magazine Inc	General	\$ 10,738.34	Advertising in Simply Family Magazine
04/23/2018	813024	Simply Family Magazine Inc	General	\$ 714.07	Summer booklets inserted in the simply family
04/23/2018	813026	Swank Enterprises	Rose Park Pool Construction	\$152,520.72	Rose Pool operations building construction
04/23/2018	813030	Tire-Rama	Street/Traffic Oper	\$ 5,919.12	1050299537
04/23/2018	813030	Tire-Rama	Street/Traffic Oper	\$ 813.90	1050300258
04/23/2018	813030	Tire-Rama	Street/Traffic Oper	\$ 25.00	1050300877
04/23/2018	813030	Tire-Rama	Solid Waste	\$ 996.32	Tires for Landfill equipment
04/23/2018	813030	Tire-Rama	Street/Traffic Oper	\$ 1,781.00	1050299896
04/23/2018	813030	Tire-Rama	Street/Traffic Oper	\$ 230.34	1050300264
04/23/2018	813030	Tire-Rama	Public Safety	\$ 1,653.60	1050299999
04/23/2018	813030	Tire-Rama	Street/Traffic Oper	\$ 5,054.40	1050300326
04/23/2018	813030	Tire-Rama	Street/Traffic Oper	\$ 371.78	1050300327
04/23/2018	813030	Tire-Rama	Street/Traffic Oper	\$ 20.00	1050301377
04/23/2018	813031	Town & Country Supply Association	Transit	\$ 4,542.53	BUS MET PO NUM 305784
04/23/2018	813031	Town & Country Supply Association	Airport	\$ 12,570.91	Invoice #302890. Diesel for Operations
04/23/2018	813032	Tractor & Equipment Co.	Solid Waste	\$ 2,876.17	GB
04/23/2018	813032	Tractor & Equipment Co.	Solid Waste	\$ 2,274.41	Parts for Landfill Equipment
04/23/2018	813032	Tractor & Equipment Co.	Street/Traffic Oper	\$ 83.07	belt for unit 1205
04/23/2018	813032	Tractor & Equipment Co.	Solid Waste	\$ 2,896.02	Filters for Landfill Equipment
04/23/2018	813032	Tractor & Equipment Co.	Solid Waste	\$ 3,344.38	Filters for Landfill Equipment
04/23/2018	813036	West Interactive Services Corp, Inc	EOC 911	\$ 15,751.00	REVERSE 911/EMERGENCY NOTIFICATION SYSTEM
04/23/2018	813039	Yellowstone Co Implement	Park District 1	\$ 4,965.00	John Deere 390 heavy duty flail mower
04/23/2018	813041	Yellowstone Valley Animal Shelter	Public Safety	\$ 22,855.58	contract 3-22-10\4-21-18
04/23/2018	813041	Yellowstone Valley Animal Shelter	Public Safety	\$ 2,160.00	chameleon software maintenance

Regular City Council Meeting

Meeting Date: 05/14/2018

TITLE: Public Hearing and Resolution Adopting Water and Wastewater Rates and Fees

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: Yes

PROBLEM/ISSUE STATEMENT

Public Works conducts a cost of service rate study every two years to review and recommend appropriate water and wastewater rates and fees for the upcoming two fiscal years. The methodology used in the rate studies follows industry standard approaches and recommends rates for each class of customer. The rates allow the Public Works Department to adequately recover costs in proportion to the cost of providing service to each customer class. The rate study prepared by AE2S Nexus was completed in April 2017, resulting in recommended rate changes for FY 2018 and FY 2019. Increases for water and wastewater system development fees, as well as wholesale customer rate decreases that were required by contract were implemented in FY 2018. However, Council voted not to increase rates per the rate study for all other customer classes or increase any other fees. Current rates are not at an adequate level to sustain operations and fund required infrastructure. Public Works staff presented two options for rate adjustments for FY 2019 at the February 20, 2018 Council work session. The first option increases the rates in FY 2019 to the rates recommended in the rate study for FY 2018. The second option increases the rates in FY 2019 to the rates recommended in the rate study for FY 2019. Average water rates would increase approximately 3% and wastewater rates would increase by 2.7% under Option I. Under Option II, both average water and wastewater rates increase by approximately 5%. While Option I would implement a lesser rate increase in FY 2019 than Option II, future increases will need to be higher to meet infrastructure needs under Option I. The following are additional proposed changes for FY 19 in both options:

1. Private fire protection charges increases of approximately 4.4%.
2. Various water and wastewater fee and permit increases to cover the current cost of services.
3. The implementation of a Non-Sufficient Fund (NSF) fee of \$25.
4. A slight increase in the extra strength surcharge for TSS is recommended to reflect the appropriate cost of service.
5. Establish rates for the Exxon Mobile Billings Refinery.

The attached resolutions specify the proposed rates and fees in Option I and Option II. A comparison of current versus proposed rates is also attached. A public hearing is required per MCA 69-7-111 and if the proposed resolution is approved, rates will be effective July 1, 2018.

ALTERNATIVES ANALYZED

The City Council must hold a public hearing and then may

- approve resolution Option I
- approve resolution Option II; or
- not approve a resolution. If Council does not approve a resolution specifying rates and fees for FY 19, the rates and fees will continue at current levels, leaving insufficient revenues in the water and wastewater funds to sustain the adopted capital improvement program.

FINANCIAL IMPACT

The proposed Option 1 rate and fee adjustments will generate approximately \$700,000 more water revenues than last year and \$450,000 more wastewater revenues during FY 2019. Under Option II, the proposed rate and fee adjustments will generate approximately \$1,100,000 higher water revenues and \$875,000 more in wastewater revenues during FY 2019.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the proposed Option II resolution adopting the water and wastewater rate and fee schedule effective July 1, 2018.

APPROVED BY CITY ADMINISTRATOR

Attachments

Water and Wastewater Rate and Fee Comparison
Option 1
Option 2

Water and Wastewater Rate and Fee Comparison

METERED WATER MONTHLY VOLUME CHARGES										
\$ per Ccf										
Within the City			Proposed			Outside the City			Proposed	
Customer Class	Volume	Current	Option I	Option II	Customer Class	Volume	Current	Option I	Option II	
Residential					Residential					
Block 1	0-14 Ccf	\$2.21	\$2.29	\$2.33	Block 1	0-14 Ccf	\$2.29	\$2.37	\$2.42	
Block 2	15-43 Ccf	\$2.65	\$2.74	\$2.80	Block 2	15-43 Ccf	\$2.75	\$2.85	\$2.90	
Block 3	44-100 Ccf	\$3.45	\$3.57	\$3.64	Block 3	44-100 Ccf	\$3.58	\$3.71	\$3.78	
Block 4	> 100 Ccf	\$5.18	\$5.36	\$5.47	Block 4	> 100 Ccf	\$5.37	\$5.56	\$5.67	
Non-Residential		\$2.00	\$2.06	\$2.10	Non-Residential		\$2.12	\$2.18	\$2.23	
Seasonal		\$3.12	\$3.29	\$3.41				\$1.81	\$1.81	
Multi-family		\$2.31	\$2.39	\$2.44						

MINIMUM MONTHLY WATER CHARGES							
Within the City		Proposed		Outside the City		Proposed	
Meter Size	Current	Option I & Option II		Meter Size	Current	Option I & Option II	
3/4"	\$8.00	\$8.15		3/4"	\$8.60	\$8.75	
1"	\$9.01	\$9.15		1"	\$9.80	\$10.00	
1 1/2"	\$10.45	\$10.80		1 1/2"	\$11.39	\$11.75	
2"	\$14.41	\$15.30		2"	\$15.78	\$16.65	
3"	\$43.58	\$48.50		3"	\$48.09	\$52.70	
4"	\$54.35	\$60.80		4"	\$60.01	\$66.05	
6"	\$79.55	\$79.55		6"	\$88.02	\$97.20	
8"	\$108.37	\$108.37		8"	\$119.98	\$132.85	
10"	\$167.10	\$167.10		10"	\$185.17	\$205.45	

PRIVATE FIRE PROTECTION CHARGES							
Within the City		Proposed		Outside the City		Proposed	
Connection Size	Current	Option I & Option II		Connection Size	Current	Option I & Option II	
1 1/4"	\$23.35	\$24.40		1 1/4"	\$23.65	\$24.70	
1 1/2"	\$31.10	\$32.50		1 1/2"	\$31.55	\$32.95	
2"	\$49.80	\$52.05		2"	\$50.45	\$52.70	
3"	\$124.45	\$130.05		3"	\$126.15	\$131.85	
4"	\$217.75	\$227.55		4"	\$220.75	\$2,230.70	
6"	\$497.65	\$520.05		6"	\$504.60	\$527.30	
8"	\$870.90	\$910.10		8"	\$883.00	\$922.75	
10"	\$1,368.55	\$1,430.15		10"	\$1,387.60	\$1,450.05	
12"	\$1,970.75	\$2,059.45		12"	\$1,998.15	\$2,088.05	
14"	\$2,682.40	\$2,803.10		14"	\$2,719.70	\$2,842.10	

WATER SPECIAL FEES AND CHARGES		Proposed	
Scope	Current	Option I & Option II	
1.) Application for extension of the water distribution system of the City	\$160.00	\$160.00	
2.) Application for water service line installation permits	\$105.00	\$115.00	
3.) Special agreements	\$105.00	\$115.00	
4.) Water meter accuracy test fee			
(a) Small meter (in shop)	\$55.00	\$60.00	
(b) Large meter (in field)	\$150.00	\$165.00	
(c) Hydrant meter rental (\$/day)	\$4.50	\$4.70	
5.) Construction meter setting and removal fee (\$/meter)	\$45.00	\$50.00	
6.) Fireflow fee (\$/hydrant)	\$90.00	\$100.00	
7.) Turn-on/Turn-off charge			
(a) Normal working hours	\$35.00	\$35.00	
(b) Outside normal working hours	\$90.00	\$90.00	
8.) Utility bill insert fee (\$/insert)	\$0.40	\$0.40	
<i>--City Departments charged for actual costs incurred from utility billing vendor</i>			
9.) Water main tapping fee			
(a) Two inch diameter tap or smaller (\$/tap each visit)	\$140.00	\$140.00	
(b) Over two inch diameter tap (\$/tap each visit)	\$320.00	\$320.00	
(c) Extra charge for cylinder pipe	\$880.00	\$880.00	
10.) Flushing, testing, and chlorinating fee (\$ each visit)	\$1,150.00	\$115.00	
<i>--Water for flushing, testing, and chlorinating charged at current seasonal rate per Ccf</i>			
11.) Delinquent service charge			
(a) Normal working hours	\$80.00	\$80.00	
(b) Outside normal working hours	\$120.00	\$120.00	
12.) NSF fee	-	\$25.00	
13.) Late payment interest charge (%/month)	1.50%	1.5%	
14.) Water service line/fireline repair program fee (\$/month)	\$1.30	\$1.30	

WASTEWATER MONTHLY VOLUME CHARGES			
\$ per Ccf		Proposed	
Customer Class	Current	Option I	Option II
Within the City			
Residential	\$3.20	\$3.29	\$3.37
Large Residential	\$3.20	\$3.29	\$3.37
Commercial-Domestic Strength	\$3.20	\$3.29	\$3.37
Commercial-High Strength	\$4.95	\$5.10	\$5.25
Outside the City			
	\$3.20	\$3.29	\$3.37

MINIMUM MONTHLY WASTEWATER CHARGES							
Within the City		Proposed		Outside the City		Proposed	
Meter Size	Current	Option I	Option II	Meter Size	Current	Option I	Option II
3/4"	\$6.45	\$6.60	\$6.80	3/4"	\$7.10	\$7.25	\$7.45
1"	\$8.20	\$8.40	\$8.65	1"	\$9.00	\$9.20	\$9.45
1 1/2"	\$10.10	\$10.35	\$10.60	1 1/2"	\$11.10	\$11.35	\$11.60
2"	\$10.55	\$10.80	\$11.10	2"	\$11.60	\$11.85	\$12.15
3"	\$17.00	\$17.45	\$17.90	3"	\$18.65	\$19.10	\$19.60
4"	\$64.50	\$66.15	\$67.90	4"	\$71.00	\$72.75	\$74.65
6"	\$82.10	\$84.20	\$86.45	6"	\$90.35	\$92.60	\$95.10
8"	\$123.15	\$126.25	\$129.65	8"	\$135.50	\$138.90	\$142.60
10"	\$170.05	\$174.35	\$179.05	10"	\$187.10	\$191.80	\$196.95

WASTEWATER EXTRA STRENGTH SURCHARGE		Proposed
Unit Charges	Current	Option I & Option II
X = BOD (\$/lb)	\$0.4510	\$0.4510
Y = TSS (\$/lb)	\$0.4668	\$0.4671

WASTEWATER SPECIAL FEES AND CHARGES		Proposed
Scope	Current	Option I & Option II
1.) Application for extension of the wastewater collection system of the City	\$160.00	\$160.00
2.) Application for sanitary sewer service permits:		
(a) Domestic users service line installation permit	\$105.00	\$115.00
(b) Industrial users permit	\$1,600.00	\$1,680.00
3.) Special agreements	\$105.00	\$115.00
4.) Septage disposal permit fee (\$/1,000 gallons)	\$39.87	39.87
5.) Delinquent service charge		
(a) Normal working hours	\$80.00	\$80.00
(b) Outside normal working hours	\$120.00	\$120.00
6.) NSF fee	-	\$25.00
7.) Late payment interest charge (%/month)	1.5%	1.5%

RESOLUTION 18-

**A RESOLUTION SPECIFYING WATER AND WASTEWATER RATE
AND FEE SCHEDULE ADJUSTMENTS ENACTED PURSUANT
TO TITLE 69, CHAPTER 7, MONTANA CODE ANNOTATED.**

WHEREAS, water and wastewater cost of service studies have been completed and water and wastewater rate and fee schedules have been prepared for the municipal water and wastewater utility that would generate adequate funds to operate the utilities, as well as require each customer class of the utilities to pay its fair share of the cost of operating the water and wastewater systems; and

WHEREAS, the cost of service studies anticipate a need for extension, repair, improvement, and continued operation and maintenance of existing and proposed water and wastewater system facilities for the providing of water and wastewater services to inhabitants of the City of Billings, Montana; and

WHEREAS, under Title 69, Chapter 7 of the Montana Code Annotated, and under the terms of City Resolution Number 13585, the City of Billings is authorized to regulate the City's municipal water and wastewater utility and to change water and wastewater rates, fees, and charges as may be deemed by the City Council to be reasonable and just, and

WHEREAS, it is essential to the public health, welfare, and safety of the inhabitants of the City of Billings and its environs to provide an adequate public water and wastewater system and to provide adequate funding to meet the cost of constructing, maintaining, and operating the same;

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

1. That the following schedule of rates, fees, and charges are found to be just, reasonable, and necessary for the continued sound operation of the water and wastewater utilities and that the proposed rates, fees, and charges are approved, adopted, and published as the rates, fees, and charges of the City of Billings, Montana water and wastewater utilities, effective July 1, 2018.

WATER RATE AND FEE SCHEDULES**Schedule I** **METERED WATER MONTHLY VOLUME CHARGES**

<u>Customer Class</u>	<u>\$ per Ccf</u>
<u>Within the City</u>	
Residential	
Block 1 (0-14 Ccf)	\$ 2.29
Block 2 (15-43 Ccf)	\$ 2.74
Block 3 (44-100 Ccf)	\$ 3.57
Block 4 (>100 Ccf)	\$ 5.36
Non-Residential	\$ 2.06
Seasonal	\$ 3.29
Multi-Family	\$ 2.39
 <u>Outside the City</u>	
Residential	
Block 1 (0-14 Ccf)	\$ 2.37
Block 2 (15-43 Ccf)	\$ 2.85
Block 3 (44-100 Ccf)	\$ 3.71
Block 4 (>100 Ccf)	\$ 5.56
Non-Residential	\$ 2.18
Resale	\$ 1.81

Schedule II **MINIMUM MONTHLY WATER CHARGES**

<u>Meter Size</u>	<u>Within the City</u>	<u>Outside the City</u>
3/4"	\$ 8.15	\$ 8.75
1"	\$ 9.15	\$ 10.00
1-1/2"	\$ 10.80	\$ 11.75
2"	\$ 15.30	\$ 16.65
3"	\$ 48.50	\$ 52.70
4"	\$ 60.80	\$ 66.05
6"	\$ 89.45	\$ 97.20
8"	\$ 122.20	\$ 132.85
10"	\$ 189.05	\$ 205.45

Schedule III**PRIVATE FIRE PROTECTION MONTHLY CHARGES**

<u>Connection Size</u>	<u>Within the City</u>	<u>Outside the City</u>
1-1/4"	\$ 24.40	\$ 24.70
1-1/2"	\$ 32.50	\$ 32.95
2"	\$ 52.05	\$ 52.70
3"	\$ 130.05	\$ 131.85
4"	\$ 227.55	\$ 230.70
6"	\$ 520.05	\$ 527.30
8"	\$ 910.10	\$ 922.75
10"	\$ 1,430.15	\$ 1,450.05
12"	\$ 2,059.45	\$ 2,088.05
14"	\$ 2,803.10	\$ 2,842.10

Schedule IV**WATER SPECIAL FEES AND CHARGES**

1.) Application for extension of the water distribution system of the City	\$ 160.00
2.) Application for water service line installation permits	\$ 115.00
3.) Special agreements	\$ 115.00
4.) Water meter accuracy test fee	
(a) Small meter (in shop)	\$ 60.00
(b) Large meter (in field)	\$ 165.00
(c) Hydrant meter rental (\$/day)	\$ 4.70
5.) Construction meter setting and removal fee (\$/meter)	\$ 50.00
6.) Fireflow fee (\$/hydrant)	\$ 100.00
7.) Turn-on/Turn-off charge	
(a) Normal working hours	\$ 35.00
(b) Outside normal working hours	\$ 90.00
8.) Utility bill insert fee (\$/insert)	\$ 0.40
<i>--City Departments charged for actual costs incurred from utility billing vendor</i>	
9.) Water main tapping fee	
(a) Two inch diameter tap or smaller (\$/tap each visit)	\$ 140.00
(b) Over two inch diameter tap (\$/tap each visit)	\$ 320.00
(c) Extra charge for cylinder pipe	\$ 880.00
10.) Flushing, testing, and chlorinating fee (\$ each visit)	\$ 115.00
<i>--Water for flushing, testing, and chlorinating charged at current seasonal rate per Ccf</i>	
11.) Delinquent service charge	
(a) Normal working hours	\$ 80.00
(b) Outside normal working hours	\$ 120.00
12.) NSF fee	\$ 25.00
13.) Late payment interest charge (%/month)	1.5%
14.) Water service line/fireline repair program fee (\$/month)	\$ 1.30

Schedule V**WATER SYSTEM DEVELOPMENT FEES**

<u>Meter or Service Line Size</u>	<u>Residential</u>	<u>Non-Residential</u>	<u>Irrigation</u>
3/4" or less (1 EDU)	\$ 2,850	\$ 8,495	\$ 10,335
1"	\$ 2,850	\$ 14,410	\$ 17,525
1-1/2"	\$ 2,850	\$ 28,805	\$ 35,060
2"	\$ 2,850	\$ 46,095	\$ 56,100
3"	\$ 2,850	\$ 92,195	\$ 112,160
4"	\$ 2,850	\$ 144,055	\$ 175,250

For connections to the water system with meters larger than 4 inches or when the unique usage characteristics of a large water user may require, the City will forecast the demands on an average day basis. The System Development Fee (SDF) will be calculated as follows:

$$\text{SDF} = (\text{ADD} * 8.03) * 1.025$$

Where:

ADD is the projected average day demand of the new user in gallons per day,

8.03 equals the unit cost of the existing system buy-in component plus the unit cost of the development related new facility component and

.025 equals the administrative fee.

WASTEWATER RATE AND FEE SCHEDULES

Schedule I

WASTEWATER MONTHLY VOLUME CHARGES

<u>Customer Class</u>	<u>\$ per Ccf</u>
<u>Within the City</u>	
Residential	\$ 3.29
Large Residential	\$ 3.29
Commercial-Domestic Strength	\$ 3.29
Commercial-High Strength	\$ 5.10
<u>Outside the City</u>	\$ 3.29

Schedule IA

MINIMUM MONTHLY WASTEWATER CHARGES

<u>Meter Size</u>	<u>Within the City</u>	<u>Outside the City</u>
3/4"	\$ 6.60	\$ 7.25
1"	\$ 8.40	\$ 9.20
1-1/2"	\$ 10.35	\$ 11.35
2"	\$ 10.80	\$ 11.85
3"	\$ 17.45	\$ 19.10
4"	\$ 66.15	\$ 72.75
6"	\$ 84.20	\$ 92.60
8"	\$ 126.25	\$ 138.90
10"	\$ 174.35	\$ 191.80

Schedule IB

LOCKWOOD WASTEWATER MONTHLY CHARGES

<u>Lockwood Sewer District</u>	<u>Fees</u>
Volume Charge	\$.882/Ccf
Fixed Monthly Fee	\$20,555
Surcharge Fee	6%

Schedule IC

PHILLIPS 66 WASTEWATER MONTHLY CHARGES

<u>Phillips 66 Billings Refinery</u>	<u>Fees</u>
Volume Charge	\$.624/Ccf
Fixed Monthly Fee	\$11,292
Surcharge Fee	6%

Schedule ID EXXON MOBIL REFINERY WASTEWATER MONTHLY CHARGES

<u>Exxon Mobil Refinery</u>	<u>Fees</u>
Volume Charge	\$.492/Ccf
Fixed Monthly Fee	\$19,276
Surcharge Fee	6%

Schedule II WASTEWATER EXTRA STRENGTH SURCHARGE

<u>Unit Charges</u>	<u>Fees</u>
X = BOD (\$/lb)	\$ 0.4510
Y = TSS (\$/lb)	\$ 0.4671

Schedule III WASTEWATER SPECIAL FEES AND CHARGES

1.) Application for extension of the wastewater collection system of the City	\$ 160.00
2.) Application for sanitary sewer service permits:	
(a) Domestic users service line installation permit	\$ 115.00
(b) Industrial users permit	\$ 1,680.00
3.) Special agreements	\$ 115.00
4.) Septage disposal permit fee (\$/1,000 gallons)	\$ 39.87
5.) Delinquent service charge	
(a) Normal working hours	\$ 80.00
(b) Outside normal working hours	\$ 120.00
6.) NSF fee	\$ 25.00
7.) Late payment interest charge (%/month)	1.5%

Schedule IV WASTEWATER SYSTEM DEVELOPMENT FEES

<u>Meter or Service Line Size</u>	<u>Fees</u>
3/4" or less(1 EDU)	\$ 1,890
1"	\$ 5,800
1-1/2"	\$ 16,845
2"	\$ 29,080
3"	\$ 75,455
4"	\$ 176,645

For connections to the wastewater system with meters larger than 4 inches or when the unique usage characteristics of a large wastewater user may require, the City will forecast the requirements for the flow, Biochemical Oxygen Demand (BOD), and Total Suspended Solids (TSS) to determine the number of Equivalent Dwelling Units (EDUs). The System Development Fee (SDF) will be calculated as follows:

$$(\$6.47 * \text{Flow} * (.897 + (\text{BOD} * .050 / 200) + (\text{TSS} * .053 / 200))) * 1.025$$

Where:

BOD is the projected BOD loading of the new user's effluent in milligrams per liter, and

TSS is the projected TSS loading of the new user's effluent in milligrams per liter.

The constants used in the above formula are:

\$6.47 equals the unit cost of the existing system buy-in component plus the unit cost of the development related new facility component.

.897 equals the proportion of the City's wastewater facilities allocated to the flow parameter in its cost-of service analysis.

.050 equals the proportion of the City's wastewater facilities allocated to the BOD parameter in its cost-of service analysis.

.053 equals the proportion of the City's wastewater facilities allocated to the TSS parameter in its cost-of service analysis.

1.025 represents the administrative charge.

Schedule V LOCKWOOD WASTEWATER SYSTEM DEVELOPMENT FEES

<u>Meter or Service Line Size</u>	<u>Fees</u>
3/4" or less (1 EDU)	\$ 920
1"	\$ 2,825
1-1/2"	\$ 8,215
2"	\$ 14,185
3"	\$ 36,805
4"	\$ 86,165

For connections to the wastewater system with meters larger than 4 inches or when the unique usage characteristics of a large wastewater user may require, the City will forecast the requirements for the flow, Biochemical Oxygen Demand (BOD), and Total Suspended Solids (TSS) to determine the number of Equivalent Dwelling Units (EDUs). The System Development Fee (SDF) will be calculated as follows:

$$(\$3.17 * \text{Flow} * (.897 + (\text{BOD} * .050 / 200) + (\text{TSS} * .053 / 200))) * 1.025$$

Where:

Flow is the projected maximum monthly average wastewater flow of the new user in gallons per day, and

BOD is the projected BOD loading of the new user's effluent in milligrams per liter, and

TSS is the projected TSS loading of the new user's effluent in milligrams per liter.

The constants used in the above formula are:

\$3.17 equals the unit cost of the existing system buy-in component plus the unit cost of the development related new facility component.

.897 equals the proportion of the City's wastewater facilities allocated to the flow parameter in its cost-of service analysis.

.050 equals the proportion of the City's wastewater facilities allocated to the BOD parameter in its cost-of service analysis.

.053 equals the proportion of the City's wastewater facilities allocated to the TSS parameter in its cost-of service analysis.

1.025 represents the administrative charge.

2. That this Resolution is to be immediately filed in the City Clerk's Office and that the decision adopting the adjusted rates shall be final ten days after such are so filed.

Has been PASSED AND ADOPTED by the City Council of the City of Billings, Montana, on the ___th day of May, 2018.

CITY OF BILLINGS

BY: _____
William A. Cole, Mayor

ATTEST:

Denise Bohlman, City Clerk

RESOLUTION 18-

A RESOLUTION SPECIFYING WATER AND WASTEWATER RATE AND FEE SCHEDULE ADJUSTMENTS ENACTED PURSUANT TO TITLE 69, CHAPTER 7, MONTANA CODE ANNOTATED.

WHEREAS, water and wastewater cost of service studies have been completed and water and wastewater rate and fee schedules have been prepared for the municipal water and wastewater utility that would generate adequate funds to operate the utilities, as well as require each customer class of the utilities to pay its fair share of the cost of operating the water and wastewater systems; and

WHEREAS, the cost of service studies anticipate a need for extension, repair, improvement, and continued operation and maintenance of existing and proposed water and wastewater system facilities for the providing of water and wastewater services to inhabitants of the City of Billings, Montana; and

WHEREAS, under Title 69, Chapter 7 of the Montana Code Annotated, and under the terms of City Resolution Number 13585, the City of Billings is authorized to regulate the City's municipal water and wastewater utility and to change water and wastewater rates, fees, and charges as may be deemed by the City Council to be reasonable and just, and

WHEREAS, it is essential to the public health, welfare, and safety of the inhabitants of the City of Billings and its environs to provide an adequate public water and wastewater system and to provide adequate funding to meet the cost of constructing, maintaining, and operating the same;

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

1. That the following schedule of rates, fees, and charges are found to be just, reasonable, and necessary for the continued sound operation of the water and wastewater utilities and that the proposed rates, fees, and charges are approved, adopted, and published as the rates, fees, and charges of the City of Billings, Montana water and wastewater utilities, effective July 1, 2018.

WATER RATE AND FEE SCHEDULES

<u>Schedule I</u>		<u>METERED WATER MONTHLY VOLUME CHARGES</u>	
	<u>Customer Class</u>		<u>\$ per Ccf</u>
<u>Within the City</u>			
Residential			
	Block 1 (0-14 Ccf)	\$	2.33
	Block 2 (15-43 Ccf)	\$	2.80
	Block 3 (44-100 Ccf)	\$	3.64
	Block 4 (>100 Ccf)	\$	5.47
	Non-Residential	\$	2.10
	Seasonal	\$	3.41
	Multi-Family	\$	2.44
<u>Outside the City</u>			
Residential			
	Block 1 (0-14 Ccf)	\$	2.42
	Block 2 (15-43 Ccf)	\$	2.90
	Block 3 (44-100 Ccf)	\$	3.78
	Block 4 (>100 Ccf)	\$	5.67
	Non-Residential	\$	2.23
	Resale	\$	1.81

<u>Schedule II</u>		<u>MINIMUM MONTHLY WATER CHARGES</u>	
	<u>Meter Size</u>	<u>Within the City</u>	<u>Outside the City</u>
	3/4"	\$ 8.15	\$ 8.75
	1"	\$ 9.15	\$ 10.00
	1-1/2"	\$ 10.80	\$ 11.75
	2"	\$ 15.30	\$ 16.65
	3"	\$ 48.50	\$ 52.70
	4"	\$ 60.80	\$ 66.05
	6"	\$ 89.45	\$ 97.20
	8"	\$ 122.20	\$ 132.85
	10"	\$ 189.05	\$ 205.45

Schedule III**PRIVATE FIRE PROTECTION MONTHLY CHARGES**

<u>Connection Size</u>	<u>Inside City</u>	<u>Outside City</u>
1-1/4"	\$ 24.40	\$ 24.70
1-1/2"	\$ 32.50	\$ 32.95
2"	\$ 52.05	\$ 52.70
3"	\$ 130.05	\$ 131.85
4"	\$ 227.55	\$ 230.70
6"	\$ 520.05	\$ 527.30
8"	\$ 910.10	\$ 922.75
10"	\$ 1,430.15	\$ 1,450.05
12"	\$ 2,059.45	\$ 2,088.05
14"	\$ 2,803.10	\$ 2,842.10

Schedule IV**WATER SPECIAL FEES AND CHARGES**

1.) Application for extension of the water distribution system of the City	\$ 160.00
2.) Application for water service line installation permits	\$ 115.00
3.) Special agreements	\$ 115.00
4.) Water meter accuracy test fee	
(a) Small meter (in shop)	\$ 60.00
(b) Large meter (in field)	\$ 165.00
(c) Hydrant meter rental (\$/day)	\$ 4.70
5.) Construction meter setting and removal fee (\$/meter)	\$ 50.00
6.) Fireflow fee (\$/hydrant)	\$ 100.00
7.) Turn-on/Turn-off charge	
(a) Normal working hours	\$ 35.00
(b) Outside normal working hours	\$ 90.00
8.) Utility bill insert fee (\$/insert)	\$ 0.40
<i>--City Departments charged for actual costs incurred from utility billing vendor</i>	
9.) Water main tapping fee	
(a) Two inch diameter tap or smaller (\$/tap each visit)	\$ 140.00
(b) Over two inch diameter tap (\$/tap each visit)	\$ 320.00
(c) Extra charge for cylinder pipe	\$ 880.00
10.) Flushing, testing, and chlorinating fee (\$ each visit)	\$ 115.00
<i>--Water for flushing, testing, and chlorinating charged at current seasonal rate per Ccf</i>	
11.) Delinquent service charge	
(a) Normal working hours	\$ 80.00
(b) Outside normal working hours	\$ 120.00
12.) NSF fee	\$ 25.00
13.) Late payment interest charge (%/month)	1.5%
14.) Water service line/fireline repair program fee (\$/month)	\$ 1.30

Schedule V**WATER SYSTEM DEVELOPMENT FEES**

<u>Meter or Service Line Size</u>	<u>Residential</u>	<u>Non-Residential</u>	<u>Irrigation</u>
3/4" or less (1 EDU)	\$ 2,850	\$ 8,495	\$ 10,335
1"	\$ 2,850	\$ 14,410	\$ 17,525
1-1/2"	\$ 2,850	\$ 28,805	\$ 35,060
2"	\$ 2,850	\$ 46,095	\$ 56,100
3"	\$ 2,850	\$ 92,195	\$ 112,160
4"	\$ 2,850	\$ 144,055	\$ 175,250

For connections to the water system with meters larger than 4 inches or when the unique usage characteristics of a large water user may require, the City will forecast the demands on an average day basis. The System Development Fee (SDF) will be calculated as follows:

$$\text{SDF} = (\text{ADD} * 8.03) * 1.025$$

Where:

ADD is the projected average day demand of the new user in gallons per day,

8.03 equals the unit cost of the existing system buy-in component plus the unit cost of the development related new facility component and

.025 equals the administrative fee.

WASTEWATER RATE AND FEE SCHEDULES

Schedule I

WASTEWATER MONTHLY VOLUME CHARGES

<u>Customer Class</u>	<u>\$ per Ccf</u>
<u>Within the City</u>	
Residential	\$ 3.37
Large Residential	\$ 3.37
Commercial-Domestic Strength	\$ 3.37
Commercial-High Strength	\$ 5.25
<u>Outside the City</u>	\$ 3.37

Schedule IA

MINIMUM MONTHLY WASTEWATER CHARGES

<u>Meter Size</u>	<u>Within the City</u>	<u>Outside the City</u>
3/4"	\$ 6.80	\$ 7.45
1"	\$ 8.65	\$ 9.45
1-1/2"	\$ 10.60	\$ 11.60
2"	\$ 11.10	\$ 12.15
3"	\$ 17.90	\$ 19.60
4"	\$ 67.90	\$ 74.65
6"	\$ 86.45	\$ 95.10
8"	\$ 129.65	\$ 142.60
10"	\$ 179.05	\$ 196.95

Schedule IB

LOCKWOOD WASTEWATER MONTHLY CHARGES

<u>Lockwood Sewer District</u>	<u>Fees</u>
Volume Charge	\$.882/Ccf
Fixed Monthly Fee	\$20,555
Surcharge Fee	6%

Schedule IC

PHILLIPS 66 WASTEWATER MONTHLY CHARGES

<u>Phillips 66 Billings Refinery</u>	<u>Fees</u>
Volume Charge	\$.624/Ccf
Fixed Monthly Fee	\$11,292
Surcharge Fee	6%

Schedule ID**EXXON MOBIL REFINERY WASTEWATER MONTHLY CHARGES**

<u>Exxon Mobil Refinery</u>	<u>Fees</u>
Volume Charge	\$.492/Ccf
Fixed Monthly Fee	\$19,276
Surcharge Fee	6%

Schedule II**WASTEWATER EXTRA STRENGTH SURCHARGE**

<u>Unit Charges</u>	<u>Fees</u>
X = BOD (\$/lb)	\$ 0.4510
Y = TSS (\$/lb)	\$ 0.4671

Schedule III**WASTEWATER SPECIAL FEES AND CHARGES**

1.) Application for extension of the wastewater collection system of the City	\$ 160.00
2.) Application for sanitary sewer service permits:	
(a) Domestic users service line installation permit	\$ 115.00
(b) Industrial users permit	\$ 1,680.00
3.) Special agreements	\$ 115.00
4.) Septage disposal permit fee (\$/1,000 gallons)	\$ 39.87
5.) Delinquent service charge	
(a) Normal working hours	\$ 80.00
(b) Outside normal working hours	\$ 120.00
6.) NSF fee	\$ 25.00
7.) Late payment interest charge (%/month)	1.5%

Schedule IV**WASTEWATER SYSTEM DEVELOPMENT FEES**

<u>Meter or Service Line Size</u>	<u>Fees</u>
3/4" or less (1 EDU)	\$ 1,890
1"	\$ 5,800
1-1/2"	\$ 16,845
2"	\$ 29,080
3"	\$ 75,455
4"	\$ 176,645

For connections to the wastewater system with meters larger than 4 inches or when the unique usage characteristics of a large wastewater user may require, the City will forecast the requirements for the flow, Biochemical Oxygen Demand (BOD), and Total Suspended Solids (TSS) to determine the number of Equivalent Dwelling Units (EDUs). The System Development Fee (SDF) will be calculated as follows:

$$(\$6.47 * \text{Flow} * (.897 + (\text{BOD} * .050 / 200) + (\text{TSS} * .053 / 200))) * 1.025$$

Where:

BOD is the projected BOD loading of the new user's effluent in milligrams per liter, and

TSS is the projected TSS loading of the new user's effluent in milligrams per liter.

The constants used in the above formula are:

\$6.47 equals the unit cost of the existing system buy-in component plus the unit cost of the development related new facility component.

.897 equals the proportion of the City's wastewater facilities allocated to the flow parameter in its cost-of service analysis.

.050 equals the proportion of the City's wastewater facilities allocated to the BOD parameter in its cost-of service analysis.

.053 equals the proportion of the City's wastewater facilities allocated to the TSS parameter in its cost-of service analysis.

1.025 represents the administrative charge.

Schedule V

LOCKWOOD WASTEWATER SYSTEM DEVELOPMENT FEES

<u>Meter or Service Line Size</u>	<u>Fees</u>
3/4" or less (1 EDU)	\$ 920
1"	\$ 2,825
1-1/2"	\$ 8,215
2"	\$ 14,185
3"	\$ 36,805
4"	\$ 86,165

For connections to the wastewater system with meters larger than 4 inches or when the unique usage characteristics of a large wastewater user may require, the City will forecast the requirements for the flow, Biochemical Oxygen Demand (BOD), and Total Suspended Solids (TSS) to determine the number of Equivalent Dwelling Units (EDUs). The System Development Fee (SDF) will be calculated as follows:

$$(\$3.17 * \text{Flow} * (.897 + (\text{BOD} * .050 / 200) + (\text{TSS} * .053 / 200))) * 1.025$$

Where:

Flow is the projected maximum monthly average wastewater flow of the new user in gallons per day, and

BOD is the projected BOD loading of the new user's effluent in milligrams per liter, and

TSS is the projected TSS loading of the new user's effluent in milligrams per liter.

The constants used in the above formula are:

\$3.17 equals the unit cost of the existing system buy-in component plus the unit cost of the development related new facility component.

.897 equals the proportion of the City's wastewater facilities allocated to the flow parameter in its cost-of service analysis.

.050 equals the proportion of the City's wastewater facilities allocated to the BOD parameter in its cost-of service analysis.

.053 equals the proportion of the City's wastewater facilities allocated to the TSS parameter in its cost-of service analysis.

1.025 represents the administrative charge.

2. That this Resolution is to be immediately filed in the City Clerk's Office and that the decision adopting the adjusted rates shall be final ten days after such are so filed.

Has been PASSED AND ADOPTED by the City Council of the City of Billings, Montana, on the ___th day of May, 2018.

CITY OF BILLINGS

BY: _____
William A. Cole, Mayor

ATTEST:

Denise Bohlman, City Clerk

Regular City Council Meeting

Meeting Date: 05/14/2018

TITLE: Repeal of Res. 04-18137 and 99-17447 & Public Hearing and Adoption of Revised Sidewalk Policy Resolution

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: Yes

PROBLEM/ISSUE STATEMENT

In 1999 and 2004, the City Council adopted resolutions regarding installation and repair of curb, gutter and sidewalk throughout the City. Both policies are out of date and need to be repealed. A new resolution reflecting current policies and practices for missing and damaged concrete needs to be adopted.

Montana Code Annotated (MCA) 7-14-4109 states "

Without the formation of a special improvement district, the city council may order sidewalks, curbs, or gutters constructed in front of any lot or parcel of land.....". MCA 7-14-4122 states "The city or town council has the power to regulate and provide for the construction or repair of sidewalks, foot pavements, curbs, gutters, or any combination thereof." BMCC 6-1206 states "In all zoning districts portland cement concrete sidewalks, portland cement concrete driveways at all access locations and portland cement concrete integral curb and gutter shall be constructed in conformance with section 6-1203(u) and with current city standards".

The new sidewalk policy resolution defines the process the city staff will use to implement these code sections for either new installation or repair of existing concrete outside of the subdivision or site development processes. The policy for new concrete defines the triggers for installation and that the improvements will be funded by the fronting property owners. The policy includes funding by the city for improvements along the non-addressed side for residential corner lots. Improvements along non-residential lots will be fully assessed to the property owner.

The policy for repair and maintenance of existing concrete defines the triggers for recommending repair or replacement and that the evaluation will be based on the defective sidewalk, curb and gutter guidelines established by city staff. The cost of the sidewalk, drive approach, tree removal, and landscaping necessary to repair the defective work will be assessed to fronting property owners. The policy includes funding by the city for improvements along the non-addressed side for residential corner lots with the exception of drive approaches on both frontages which will be assessed to the property owner. Improvements for non-residential lots will be fully assessed to the property owner. The cost of repair and maintenance for existing curb and gutter and storm drainage improvements will be paid by the city.

Assessments for the property owners will be in accordance with BMCC 22-232 and BMCC 13-1200. First reading for modifications to the City Code Sections 22-232 and 13-1200 are on the agenda for this council meeting.

ALTERNATIVES ANALYZED

City Council must hold a public hearing and then may:

- Approve the new Sidewalk, Curb and Gutter Policy as presented and repealing Resolution Nos. 99-17447 and 04-18137; or
- Do not approve the new Sidewalk, Curb and Gutter Policy as presented and retain Resolutions No. 99-17447 and 04-18137 in their current form. The policies stated by these Resolutions are outdated.

FINANCIAL IMPACT

Modification of the policy will have minor financial impact to the city. Currently, the City assesses the residential property owners the same as the new policy. Non-residential corner properties will not be subsidized by the City under the new policy.

RECOMMENDATION

Staff recommends adopting the Sidewalk, Curb and Gutter Policy Resolution as presented, including repealing Resolution Nos. 99-17447 and 04-18137.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution for Repair, Replacement and Installation of Sidewalk, Curb and Gutter
Defective Sidewalk Policy

RESOLUTION 18-XXXXX

A RESOLUTION REPEALING 99-17447 AND 04-18137 AND ADOPTING THE CITY OF BILLINGS POLICY FOR CONSTRUCTION AND REPAIR OF CURB, GUTTER AND SIDEWALKS

WHEREAS, the City of Billings desires to construct and maintain a safe and efficient street network, including the installation and maintenance of curb, gutter, and sidewalk, and

WHEREAS, the safety of pedestrians is a concern properly addressed by the City of Billings, and

WHEREAS, streets within the City of Billings not previously constructed to a full maintainable standard, including the installation of curb, gutter, and sidewalk should be upgraded on an ongoing basis, and

WHEREAS, curb, gutter, and sidewalk improvements, once installed, need to be subject to a regular maintenance program;

WHEREAS, for the purpose of this resolution, residential properties are defined as lots or parcels with single family or duplex dwelling units on it. Non-residential properties are defined as lots or parcels with commercial buildings on it and lots or parcels with 3 or more residential dwelling units on it.

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

Installation of New or Missing Curb, Gutter, and Sidewalk Improvements in Established Neighborhoods

For this program, curb, gutter, and sidewalk, together with or without corresponding street improvements are completed within those areas of the city where the work has not previously been addressed.

1. The City Engineer's office shall periodically recommend infill improvements to the City Council based on one or more of the following:
 - a. Citizen request.
 - b. Staff recommendations.
 - c. Coordination with other projects.
 - d. Along school walking routes.
 - e. Other public interest.
2. Improvements are to be assessed to fronting property owners.
3. For residential corner lots, improvements along the addressed side of the lot and private property specific improvements (i.e. drive approaches) along the non-addressed side serving the property will be assessed to the property owner. All other improvements along the non-addressed side of the lot will be paid by the City.

4. For non-residential corner lots, improvements along both sides will be assessed to the property owner.

Repair and Maintenance of Existing Curb, Gutter and Sidewalk Improvements

These projects provide for the ongoing maintenance of curb, gutter and sidewalk previously constructed. The general policy for repair and maintenance programs is as follows:

1. The City Engineer's office shall periodically recommend repair and maintenance programs based upon:
 - a. Complaints.
 - b. Staff recommendations.
 - c. Property owner requests.
2. The City Engineer's office has developed a policy statement for defective sidewalk, curb, and gutter and driveways which shall be used as a baseline for the inventory of work recommended for repair, followed by discussions with individual property owners.
3. The following construction costs are assessed to the fronting property owners as follows:
 - a. Sidewalk repair or replacement.
 - b. Landscaping necessary for sidewalk repair or replacement.
 - c. Tree removal necessary to repair sidewalk.
 - d. Drive approaches and driveway repair or replacement.
 - e. Adjacent asphalt to assessed improvements
4. Curb and gutter repair or replacement, storm drain improvements, and adjacent asphalt will be paid for by the City of Billings.
5. For residential corner lots, improvements along the addressed side of the lot and drive approaches along the non-addressed side serving the property will be assessed to the property owner. All other improvements along the non-addressed side of the lot will be paid by the City.
6. For non-residential corner lots, improvements along both sides will be assessed to the property owner.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 14th day of May 2018.

Mayor

Attest:

City Clerk

POLICY FOR DEFECTIVE SIDEWALK AND DRIVE APPROACHES

PURPOSE

In an effort to promote safety, as well as improve the appearance of our neighborhoods, the City of Billings adopted a comprehensive policy for construction and repair of sidewalks and drive approaches and other right-of-way features through a construction program administered by the City. This policy sets forth guidelines for determining defects which warrant removal and replacement.

CRITERIA FOR REPLACEMENT OR REPAIR OF EXISTING SIDEWALK OR DRIVE APPROACH

Any sidewalk or drive approach that is determined to constitute a hazard to pedestrian traffic shall be replaced or repaired. The existence of any of the following deficiencies shall be reason for replacement or repair:

1. Differential settlement or uplift between adjacent sections exceeding one-half ($\frac{1}{2}$ ") inch. Exception: Differential settlements between one-quarter ($\frac{1}{4}$ ") inch and one-half ($\frac{1}{2}$ ") inch may be beveled with a slope not steeper than 50%. Differential settlements greater than one-half ($\frac{1}{2}$ ") inch up to two (2") inches maximum may be beveled 6" for every one-half ($\frac{1}{2}$ ") inch of rise (8.3%).
2. Sections having one full depth crack with a width of one-quarter ($\frac{1}{4}$ ") inch or more at any point along the crack.
3. Sections having full depth cracks throughout more than 50% of the surface area regardless of the crack width.
4. Sections having damage in which pieces of concrete are missing or loose.
5. Sections having surface deterioration extending beyond 25% of the surface area such as spalling, popouts or roughness.
6. Sections with general settlement or uplift in which the cross slope grade exceeds 2%.
7. Sections that trap water or does not provide adequate surface drainage.
8. Any other condition identified as defective which may be considered unsafe to pedestrian travel.
9. The minimum area to be removed and replaced shall be the full section between adjacent contraction joints. Patching or grouting will not be an acceptable repair.

AUTHORITY

As granted in applicable portions of Article 7-1400 and Chapter 22, BMCC.

Approved by:


Debi Meling, P.E., City Engineer

Date:



Regular City Council Meeting

Meeting Date: 05/14/2018

TITLE: Public Hearing and First Reading of Ordinance Amending BMCC 22-232 and Section 13 for Sidewalk Repairs

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: Yes

PROBLEM/ISSUE STATEMENT

City staff has developed a program to address concrete problems throughout the city in a more efficient and proactive manner which will reduce the City's liability exposure. The program uses three different methods; on-going grinding; on-going concrete replacement; and annual missing and replacement concrete. The first two methods include the city's contractor performing the work after required property owner notification. The cost of the work will be invoiced to the property owners and can be paid at one time or in installments over five years. The annual program will be the same as it has been for many years in accordance with Montana Code Annotated 7-14-4109 but is also included in the updated city code section for clarification. Two City Code sections need to be amended to reflect the modifications to the program. Billings, Montana City Code, (BMCC) Sections 22-232 and 13-1200 as amended define the process and terms of the program.

ALTERNATIVES ANALYZED

City Council may:

- Approve the amendments to City Code, or;
- Disapprove the amendments to City Code. If the code is not changed, the on-going concrete repair and replacement programs will be assessed to property owners in one lump sum and they will not have an option of paying over time.

FINANCIAL IMPACT

With the financing option added to the City Code, the city will be using up to \$80,000 of gas tax to start the program. Over time, the payments being made from previous years will fund the on-going program and gas tax will not be needed. Once the repayment has reached the necessary level to sustain the program, the gas tax funds that were used to seed the program will be repaid to the gas tax fund. There is some risk of property owners not paying the annual amount, but if the payments are not made, the balance will be added to taxes and collected in that manner.

RECOMMENDATION

Staff recommends that the City Council hold a public hearing and approve first reading of this ordinance amending BMCC, Sections 22-232 and 13-1200.

APPROVED BY CITY ADMINISTRATOR

Attachments

BMCC 22-232
BMCC 13-1200

ORDINANCE NO. 18-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE CODE OF ORDINANCES BE AMENDED BY REVISING SECTION 22-232 OF SAID CODE; PROVIDING THAT REPAIRS TO SIDEWALKS BE ASSESSED TO PROPERTY OWNERS PURSUANT TO ARTICLE 13-1200.

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

Section 1. That Section 22-232 of the Billings, Montana City Code is hereby amended to read as follows:

Sec. 22-232. Cost collection. The cost of repair or replacement under section 22-231 shall be assessed and collected by the city ~~and in default of payment, by the county treasurer, in the same manner as taxes for building sidewalks~~ pursuant to Article 13-1200, BMCC.

Section 2. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of these ordinances are declared to be severable.

Section 3. Repealer. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 4. Effective Date. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

APPROVED on first reading this ___ day of _____, 2018.

ADOPTED and APPROVED on second reading this ___ day of _____, 2018.

CITY OF BILLINGS

By _____
William A. Cole, Mayor

ATTEST:

By _____
Denise R. Bohlman, City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BILLINGS PROVIDING THAT CHAPTER 13, REVENUE AND FINANCE, BE AMENDED BY ADDING AN ARTICLE TO BE NUMBERED, 13-1200, AND SECTIONS, PROVIDING FOR FINANCING SIDEWALK REPAIRS

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

Section 1. That Chapter 13, FINANCE AND REVENUE of the Billings, Montana City Code is hereby amended by adding an Article to be numbered 13-1200, and Sections, to read as follows:

ARTICLE 13-1200. FINANCING SIDEWALKS REPAIRS

Sec. 13-1201. – Purpose.

The purpose of this program is to provide financial assistance to real property owners by allowing alternative payment options to address the replacement or repair of a sidewalk which has been identified as posing a public hazard.

Sec. 13-1202. – Scope.

Upon receipt of notice to the real property owner where a sidewalk hazard has been located, the owner will have 30 days to execute the described remedy outlined in the notice. If the property owner fails to complete the required repairs then the City shall construct or cause such sidewalk to be constructed and shall assess the cost thereof against the property in front of which the same are constructed.

Sec. 13-1203. – Sidewalk Construction Programs.

All sidewalk repairs will be classified as appropriate for either the annual sidewalk construction program or the on-going sidewalk construction program by the City Engineer at the time the sidewalk defect is identified.

Sec. 13-1204. – Payment of Construction Cost – Annual Sidewalk Program.

Sidewalk repairs categorized in the annual sidewalk construction program will be ordered in by resolution by City Council. Payment for the construction costs including engineering, inspection, and administrative costs must be made by special warrants or bonds.

Sec. 13-1205. – Payment of Construction Cost – Ongoing Sidewalk Program.

Upon completion of construction of the sidewalk by the City for a repair categorized in the ongoing sidewalk construction program, an invoice for the total cost of the sidewalk including construction, engineering, inspection, and administrative costs will be sent to the real property owner. The real property owner will have sixty days to pay the assessed amount in whole.

Sec. 13-1206. – Property Lien – Upon Nonpayment of Ongoing Sidewalk Construction Program Cost.

If any portion of the assessed amount remains unpaid for a period of more than sixty days after the City has made proper notification, the City may impose the total amount due as a special assessment lien against the property. Interest will accrue and be assessed from sixty one days after the invoice date until the time all assessed costs are received by the City.

Sec. 13-1207. – Payment of Assessment in Installments – Eligibility for Ongoing Sidewalk Construction Program Costs.

If the total assessed amount is less than \$500.00 the assessment will be due and payable in one lump sum to be paid at the same time as other property taxes and assessments. The real property owner may apply for an exception with the Public Works Director or designee. For amounts \$500.00 or greater, the assessment may be payable in installments to be paid at the same time as other property taxes and assessments each year for five (5) years.

Sec. 13-1208. – Application for Installment Exception.

A real property owner who has received an assessment of less than \$500.00 being payable in one lump sum may request an exception from the Public Works Director or designee to have the assessment distributed over a period of five (5) years. An application will be provided upon receipt of request from the real property owner.

Sec. 13-1209. – Security Agreement Requirement.

If the assessment amount is to be imposed as a special assessment lien against the property and qualifies for payment in installments, the real property owner must execute a security agreement to be filed of record that the loan plus any accrued interest will be paid in full upon the death of the owner provided the spouse is not also a legal owner of the property or upon sale or any other disposition of property.

Sec. 13-1210. – Failure to Execute Security Agreement.

If the real property owner fails to execute the required Security Agreement, the assessed amount will become ineligible for payment in installments and the total amount owing will be due and payable in one lump sum to be paid at the same time as other property taxes and assessments.

Sec. 13-1211. – Assessment of Unpaid Costs

Annually the Public Works Director or designee shall prepare a list of all parcels of real property from which sidewalks were replaced or repaired and assessed costs have not yet been paid. The assessment list shall be incorporated into a special assessment resolution and presented to the City Council. Upon passage of the resolution, the assessments stated therein, together with interest costs shall constitute a special assessment lien upon the lot. Failure of the owner to pay the special assessment lien may be recovered according to the provision and authority of MCA 7-14-4122.

Sec. 13-1212. – Interest Rate.

A fixed interest will be charged on all costs remaining unpaid after a period of more than sixty days at the assessed interest rate as determined by the most recent bond issue sold for the annual miscellaneous sidewalk, curb and gutter improvements program.

Sec. 13-1213. – Creation of Sidewalk Hazard Fund.

There is hereby created a sidewalk hazard fund from which loans for the purposes of this ordinance shall be made. The City shall transfer moneys from the gas tax fund to the sidewalk

hazard fund as required up to the budgeted amount authorized by City council. The City shall disburse moneys from the sidewalk hazard fund to the Contractor on behalf of the property owner. All proceeds from the assessment payments and accrued interest shall be deposited in the sidewalk hazard fund. At any time, the Public Works Director or designee determines that there is more money in the sidewalk hazard fund than is necessary to carry out the intent of this ordinance the excess shall be returned to the gas tax fund as repayment of the advance. It is intended that the sidewalk hazard fund will eventually be supported by interest earnings.

Section 2. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of these ordinances are declared to be severable.

Section 3. Repealer. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 4. Effective Date. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

APPROVED on first reading this ___ day of _____, 2018.

ADOPTED and APPROVED on second reading this ___ day of _____, 2018.

CITY OF BILLINGS

By _____
William A. Cole, Mayor

ATTEST:

By _____
Denise R. Bohlman, City Clerk

Regular City Council Meeting

Meeting Date: 05/14/2018

TITLE: Public Hearing and Resolution for Annexation #18-01

PRESENTED BY: Monica Plecker

Department: Planning & Community Services

Presentation: Yes

PROBLEM/ISSUE STATEMENT

Don Sampson, on behalf of Billings Opportunities, LLC has submitted a petition to annex two parcels using the provisions of Section 7-2-4600, MCA. The subject property is a 42.035 gross acres and described as Zimmerman Home Place Subdivision, First Filing, Lot 1, Block 4 and Lot 1, Block 5. The property is located west of Zimmerman Trail and north of Grand Avenue on the west end. The property is part of a vacant commercial subdivision and has been used for agricultural purposes. The owner is requesting annexation in order to develop the property in the City as a Town Pump.

The property is located within the City Annexation Petition Area on the City's Limits of Annexation Map and appears to meet the City's criteria in its Annexation Policy. The City is able to serve the property and further analysis and discussion is provided in the Consistency with Adopted Plans and Policies section of this memo. The City Council considers this annexation at the time of public hearing.

ALTERNATIVES ANALYZED

The City Council may approve or deny a petition submitted by owners of 50% or more of the real property in the area to be annexed (7-2-4601 (3)(b), MCA). The only alternative that is consistent with City Council policy and state law is to conduct a public hearing and review the request before taking action.

FINANCIAL IMPACT

The City is able to provide municipal sewer to the subject property via an existing main in adjacent rights-of-way. Staff is recommending two conditions of approval; that prior to site development, a Development Agreement and/or Subdivision Improvements Agreement accompanied by a Waiver of Right to Protest be in place. The City will receive property tax revenue and payment for fees and assessments for City services.

BACKGROUND

The subject property totals 42.035 gross acres. It is located west of Zimmerman Trail and north of Grand Avenue on the west end. There is property inside the City Limits along the eastern boundary of the property. The property is part of a commercial subdivision but has been vacant and used for agricultural activities. The property meets the City's criteria in its Annexation Policy.

PROCEDURAL HISTORY

- On February 21, 2018, the annexation petition was submitted to the Planning Division by the owner's agent.
- On May 14, the City Council will conduct the public hearing for the annexation and may take action on the request.
- On May 28, if the City Council approves the annexation resolution, a public hearing and first reading of an ordinance to include the property in City Council Ward V will be conducted.
- On June 11, the City Council will conduct the second and final reading for the ordinance expanding the Ward V boundary.

STAKEHOLDERS

Annexation by petition does not require notification of adjoining landowners; however, it does require that the City Council conduct a public hearing and post the property with information on the annexation petition and public hearing. Notice of the public hearing was posted on the property on April 27 and published in the Yellowstone County News on April 27th and May 4th. The Planning Division has not received any inquiries about this petition at the time this memo was prepared.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Although Montana Code does not require the City to prepare a provision of public services plan for Annexation by Petition (Section 7-2-4600, MCA), it is the City's custom to have staff prepare an analysis of predicted impacts to services and facilities, and information on how services will be provided to the property after annexation. The proposed annexation complies with the adopted Annexation Policy criteria as follows:

1. The area is located within the City's Annexation Petition Area on its Limits of Annexation Map.
2. The City is able to provide municipal water and sewer services to the property.
3. Any proposed public improvements within the area to be annexed will meet City standards.
4. All property owners within the area to be annexed must sign a Waiver of Right to Protest future Special Improvement Districts.
5. If annexed, any proposed land use will comply with the zoning. The property is currently zoned Community Commercial with a portion of Lot 1, Block 4 being zoned Neighborhood Commercial. Any development of the property would comply with the zoning regulations.

Departmental Response: City and County Departments were given the opportunity to comment on this annexation. City departments responded favorably and detailed responses are provided below. The County Public Works Department did not respond to this annexation request.

City Facilities:

Specific comments from City Departments are provided below:

- Water: All future water mains serving this property will be extended by private contract.
- Sewer: All future sanitary sewer mains serving this property will be extended by private contract.
- Storm water: All of the storm water runoff from this property will need to meet the City of Billings requirements for storm water management. Any future development will follow the City

of Billings storm water regulations. The developer will be required to meet all storm water requirements at the time of development.

- **Transportation:** The developer will be required to identify and mitigate all traffic impacts at the time of development.
- **Fire Stations:** The subject property is currently served by the Billings Fire Department through the Billings Urban Fire Service Area and the Billings Fire Department will continue to serve the property upon annexation. The Billings Fire Department stated that as these annexations occur, additional fire department resources will be needed.
- **Parks:** The closest park is about 0.6 miles away. Peter Yegen Golf Course is across Grand Avenue to the south. As this area further develops parkland will likely be identified to serve this parcel. A PMD is not required at this point.
- **Bicycle and pedestrian facilities:** The property lies within the jurisdiction of the Billings Area Bikeway and Trail Master Plan. A shared use path is existing along the eastern boundary of the subject property on the east side of Zimmerman Trail and a shared use path is also on the south side of Grand Avenue along the southern boundary of the subject property. Upon development, sidewalks will be constructed on internal streets in the development to connect to the existing sidewalks on Zimmerman Trail and Grand Avenue.
- **School facilities:** The subject property would be served by Billings School District #2 for elementary, middle school and high school. The property is expected to develop for commercial uses and so demand on schools in the area is not expected. This property would be served by Boulder Elementary, Will James Middle School, and Senior High School.

General City Services: These are the City services that are provided to all residents and businesses in the City, such as police and fire protection, street and storm drain maintenance, and garbage collection and disposal. The service providers that responded did not object to the annexation of this property, however the Fire Department in its comments above did note its concerns as additional property is annexed into the City.

- **Transit:** MET transit system operators have no objections to the annexation request. MET Transit's Grand Avenue bus route 5 already passes by the property on Grand Avenue.
- **Police:** The Police Department staff stated that while the Department can serve the area as it is already close to an established patrol area, continued annexation and development will eventually adversely impact the Department's ability to deliver services.
- **Public Utilities:** The Public Works Distribution and Collection Division had no concerns with the annexation request.
- **Public Works: Street and Traffic Division:** The Street and Traffic Division stated that it has no concerns with serving the property.
- **Public Works: Solid Waste:** The Solid Waste Division has no concerns with annexing the property, but pointed out that State Law allows the property owner to choose which garbage hauler may service the property after it is in the City.
- **Ambulance Service:** The City does not provide ambulance service, however it does dictate the

level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered within 8 minutes. This property may be within the area of acceptable response time.

- Legal and Finance: General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation and did not provide any comments with the request.
- Other Departments: City/County services including Library, Planning, and Environmental Health are only slightly affected by the annexation since they will continue to serve the property whether it is in the City or the County. The Planning Division staff supports the annexation because the property is in the City Annexation Petition Area, has access to City services, is in an area that in the long term should develop to City standards, and with the proposed development is expected to bring in more revenue to cover the costs of delivering services to the property.

Annexation of this property would adhere to the following guidelines of the **2016 City of Billings Growth Policy**:

- **Strong Neighborhoods: Walkable neighborhoods that permit convenient destinations such as neighborhood services**

The property is currently outside the City Limits but is within the limits of annexation. The proposed zoning of the property is an efficient use of property for the extension of city services, and supports a variety of commercial uses.

- **Mobility and Access: Connecting people to places with transportation choices is vital to the well-being of Billings' residents, businesses and visitors**

As this property develops, it will help provide connections to existing pedestrian and vehicle transportation networks in the area. Annexation of this property would adhere to the following goals, objectives and policies of the **West End Plan**: 'Shorten automobile trips by locating non-industrial commercial development in close proximity to residential areas' and 'limiting community commercial centers to appropriate intersections of arterial streets and spaced no less than two miles apart.'

RECOMMENDATION

Staff recommends that the City Council conduct the public hearing and approve the Resolution annexing the subject property.

APPROVED BY CITY ADMINISTRATOR

Attachments

Legal Description
Exhibit A
Resolution of Annexation

ANNEXATION # 18-01

Legal Description of Property to be annexed

Tracts of land situated in the SW 1/4 of Section 34, T.1N., R.25E., and the NE 1/4 of Section 2, T.1S., R.25E., P..M.M., Yellowstone County, Montana, more particularly described as:

Zimmerman Home Place Subdivision, First Filing, Lot 1, Block 4, and Lot 1, Block 5 Recorded April 17, 2017, under Document No. 3811344, on file and of record in the Records of Yellowstone County;
Including all adjacent right-of-way of Grand Avenue, Green Valley Drive, Avenue D and Avenue E;

Containing 42.035 gross and 34.675 net acres more or less.

(# 18-01) See Exhibit "A" Attached

RESOLUTION NO. 18 -

A RESOLUTION APPROVING PETITION FOR ANNEXATION AND ANNEXING TERRITORY TO THE CITY.

WHEREAS, one hundred percent (100%) of the freeholders who constitute more than fifty percent (50%) of the resident freeholder electors have petitioned the City for annexation of the territory hereinafter described; and

WHEREAS, the territory was described in the Petition as required by law; and

WHEREAS, annexation of said territory would be in the best interest of the City.

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

1. TERRITORY ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed to the City of Billings:

Tracts of land situated in the SW 1/4 of Section 34, T.1N., R.25E., and the NE 1/4 of Section 2, T.1S., R.25E., P..M.M., Yellowstone County, Montana, more particularly described as:

Zimmerman Home Place Subdivision, First Filing, Lot 1, Block 4, and Lot 1, Block 5 Recorded April 17, 2017, under Document No. 3811344, on file and of record in the Records of Yellowstone County; Including all adjacent right-of-way of Grand Avenue, Green Valley Drive, Avenue D and Avenue E; Containing 42.035 gross and 34.675 net acres more or less.

2. CONDITIONS. The annexation is approved, subject to the following conditions:

- Prior to site development, a Development Agreement shall be executed between the owner(s) and the City that shall stipulate specific infrastructure improvements and right-of-way dedication, provide guarantees for said improvements, and include a Waiver of Right to Protest the Creation of Special Improvement Districts will be recorded; and/or
 - A Subdivision Improvements Agreement (SIA) and Waiver of Right to Protest the Creation of Special Improvement Districts shall be approved and recorded that will stipulate specific infrastructure improvements and right-of-way dedication, and provide guarantees for such infrastructure improvements.
3. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 14th day of May, 2018.

CITY OF BILLINGS:

BY: _____

William A. Cole, Mayor

ATTEST:

BY: _____

Denise R. Bohlman, City Clerk

(AN# 18-01)

Regular City Council Meeting

Meeting Date: 05/14/2018

TITLE: Public Hearing and Resolution for Annexation #18-02

PRESENTED BY: Monica Plecker

Department: Planning & Community Services

Presentation: Yes

PROBLEM/ISSUE STATEMENT

Ricky Savage has submitted a petition to annex two parcels using the provisions of Section 7-2-4600, MCA. The subject property is 6,250 square feet and is described as Straw Subdivision, Lots 19 and 20, Block 2. The property is located east of Jackson Street and south of Orrel Avenue on the south side of Billings. The property is vacant in a residential neighborhood that is wholly surrounded by the City. The owner is requesting annexation in order to develop the property as a single family dwelling.

The property is located within the City Annexation Petition Area on the City's Limits of Annexation Map and appears to meet the City's criteria in its Annexation Policy. The City is able to serve the property and further analysis and discussion is provided in the Consistency with Adopted Plans and Policies section of this memo. The City Council considers this annexation at the time of public hearing.

ALTERNATIVES ANALYZED

The City Council may approve or deny a petition submitted by owners of 50% or more of the real property in the area to be annexed (7-2-4601 (3)(b), MCA). The only alternative that is consistent with City Council policy and state law is to conduct a public hearing and review the request before taking action.

FINANCIAL IMPACT

The City is able to provide municipal water and sewer to the subject property via an existing main in the adjacent rights-of-way. Staff is recommending one condition of approval. The applicant shall file a Waiver of Right to Protest the creation of future Special Improvement Districts prior to site development. The City will receive property tax revenue and payment for fees and assessments for City services.

BACKGROUND

The subject property totals 6,250 square feet. It is located west of Jackson Street and south of Orrel Avenue on the south side. The property is wholly surrounded by the City. The property is part of a residential subdivision. The property meets the City's criteria in its Annexation Policy.

PROCEDURAL HISTORY

- On March 7, 2018, the annexation petition was submitted to the Planning Division by the owner's agent.
- On May 14, the City Council will conduct the public hearing for the annexation and may

take action on the request.

- On May 28, if the City Council approves the annexation resolution, a public hearing and first reading of an ordinance to include the property in City Council Ward I will be conducted.
- On June 11, the City Council will conduct the second and final reading for the ordinance expanding the Ward I boundary.

STAKEHOLDERS

Annexation by petition does not require notification of adjoining landowners; however, it does require that the City Council conduct a public hearing and post the property with information on the annexation petition and public hearing. Notice of the public hearing was posted on the property on April 27 and published in the Yellowstone County News on April 27th and May 4th. The Planning Division has not received any inquiries about this petition at the time this memo was prepared.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Although Montana Code does not require the City to prepare a provision of public services plan for Annexation by Petition (Section 7-2-4600, MCA), it is the City's custom to have staff prepare an analysis of predicted impacts to services and facilities, and information on how services will be provided to the property after annexation. The proposed annexation complies with the adopted Annexation Policy criteria as follows:

1. The area is located within the City's Annexation Petition Area on its Limits of Annexation Map.
2. The City is able to provide municipal water and sewer services to the property.
3. Any proposed public improvements within the area to be annexed will meet City standards.
4. All property owners within the area to be annexed must sign a Waiver of Right to Protest future Special Improvement Districts.
5. If annexed, any proposed land use will comply with the zoning. The property is currently zoned R-6000.

Departmental Response: City and County Departments were given the opportunity to comment on this annexation. City departments responded favorably and detailed responses are provided below. The County Public Works Department did not respond to this annexation request.

City Facilities:

Specific comments from City Departments are provided below:

- **Water/sewer:** An existing water main fronts this property with an existing sewer main located in the alley. To receive public water, a new water service shall be run to the property from the water main in Jackson Street. Sanitary sewer stubs have previously been extended to the property from the sewer main located in the alley.
- **Storm water:** All of the storm water runoff from this property will need to meet the City of Billings requirements for storm water management. Any future development will follow the City of Billings storm water regulations. The developer will be required to meet all storm water requirements at the time of development.
- **Transportation:** The developer will be required to identify and mitigate all traffic impacts at the time of development.

- **Fire Stations:** The subject property is currently served by the Billings Fire Department through the Billings Urban Fire Service Area and the Billings Fire Department will continue to serve the property upon annexation. The Billings Fire Department stated that as these annexations occur, additional fire department resources will be needed.

- **Parks:** Optimist Park is located approximately 0.3 miles from the property. At this time there is no PMD or expansion required.

- **Bicycle and pedestrian facilities:** The property lies within the jurisdiction of the Billings Area Bikeway and Trail Master Plan. A bicycle boulevard is planned for Jackson Street. This property will not be responsible for construction at the time of site development.

- **School facilities:** The subject property would be served by Billings School District #2 for elementary, middle school and high school. The property is expected to develop for residential use, but the demand on schools in the area would be minimal. This property would be served by Orchard Elementary, Riverside Middle School, and Senior High School.

General City Services: These are the City services that are provided to all residents and businesses in the City, such as police and fire protection, street and storm drain maintenance, and garbage collection and disposal. The service providers that responded did not object to the annexation of this property, however the Fire Department in its comments above did note its concerns as additional property is annexed into the City.

- **Transit:** MET transit system operators have no objections to the annexation request. Rt. 19 goes by the property on Jackson currently.

- **Police:** The Police Department staff stated that while the Department can serve the area as it is already in an established patrol area, continued annexation and development will eventually adversely impact the Department's ability to deliver services.

- **Public Utilities:** The Public Works Distribution and Collection Division had no concerns with the annexation request.

- **Public Works: Street and Traffic Division:** The Street and Traffic Division stated that it has no concerns with serving the property.

- **Public Works: Solid Waste:** The Solid Waste Division has no concerns with annexing the property, but pointed out that State Law allows the property owner to choose which garbage hauler may service the property after it is in the City.

- **Ambulance Service:** The City does not provide ambulance service, however it does dictate the level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered within 8 minutes. This property may be within the area of acceptable response time.

- **Legal and Finance:** General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation and did not provide any comments with the request.

- **Other Departments:** City/County services including Library, Planning and Environmental Health are only slightly affected by the annexation since they will continue to serve the property

whether it is in the City or the County. The Planning Division staff supports the annexation because the property is in the City Annexation Petition Area, has access to City services, is in an area that in the long term should develop to City standards, and with the proposed development is expected to bring in more revenue to cover the costs of delivering services to the property.

Annexation of this property would adhere to the following guidelines of the 2016 City of Billings Growth Policy:

- Strong Neighborhoods: Implementation of the Infill Policy is important to encourage development of underutilized properties in existing neighborhoods.
- Home Base: a mix of housing types that meet the needs of a diverse population is important. Development of infill housing will ensure development that is healthy and safe.

RECOMMENDATION

Staff recommends that the City Council conduct the public hearing and approve the resolution annexing the subject property into the City.

APPROVED BY CITY ADMINISTRATOR

Attachments

Legal Description
Exhibit A
Resolution of Annexation

ANNEXATION # 18-02

Legal Description of Property to be annexed

Tracts of land situated in the NW 1/4 of Section 10, T.1S., R.26E., P..M.M., Yellowstone County, Montana, more particularly described as:

Straw Subdivision, Lots 19 and 20, Block 2, Recorded April 26, 1955, under Document No. 542013, on file and of record in the Records of Yellowstone County;

Containing 6,250 gross and net square feet.

(# 18-02) See Exhibit "A" Attached

RESOLUTION NO. 18 -

A RESOLUTION APPROVING PETITION FOR ANNEXATION AND ANNEXING TERRITORY TO THE CITY.

WHEREAS, one hundred percent (100%) of the freeholders who constitute more than fifty percent (50%) of the resident freeholder electors have petitioned the City for annexation of the territory hereinafter described; and

WHEREAS, the territory was described in the Petition as required by law; and

WHEREAS, annexation of said territory would be in the best interest of the City.

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

1. TERRITORY ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed to the City of Billings:

Tracts of land situated in the NW 1/4 of Section 10, T.1S., R.26E., P..M.M.,

Yellowstone County, Montana, more particularly described as:

Straw Subdivision, Lots 19 and 20, Block 2, Recorded April 26, 1955, under

Document No. 542013, on file and of record in the Records of Yellowstone

County;

2. CONDITIONS. The annexation is approved, subject to the following condition:
 - Prior to site development, a Waiver of Right to Protest the creation of Special Improvements Districts shall be filed with the Clerk and Recorder.
3. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on
the 14th day of May, 2018.

CITY OF BILLINGS:

BY: _____

William A. Cole, Mayor

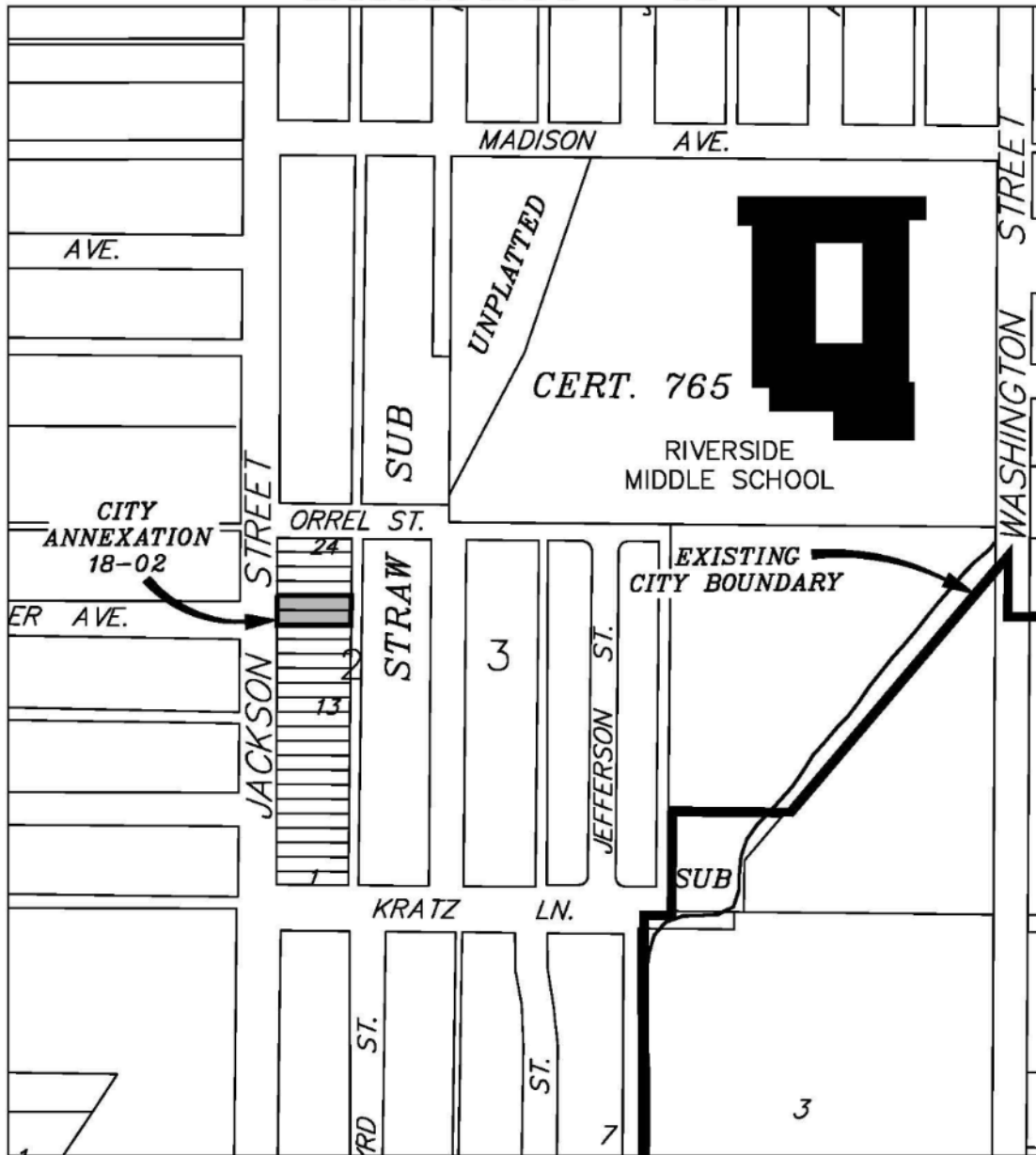
ATTEST:

BY: _____

Denise R. Bohlman, City Clerk

(AN# 18-02)

EXHIBIT "A"



Regular City Council Meeting

Meeting Date: 05/14/2018

TITLE: Public Hearing and Resolution for Annexation #18-03

PRESENTED BY: Monica Plecker

Department: Planning & Community Services

Presentation: Yes

PROBLEM/ISSUE STATEMENT

Bill Morgan of Sanderson Stewart on behalf of William and Kathy Baumann, has submitted a petition to annex two parcels using the provisions of Section 7-2-4600, MCA. The subject property is 8.733 gross acres and is described as Tract 3 of Certificate of Survey No. 2866 and that portion of unplatted land being described as the N1/2,S1/2,N1/2,SE1/4,NW1/4 of Section 22, T.1N., R.26E., P.M.M., Yellowstone County. The property is located east of Lake Elmo Drive and south of Unita Park Drive in the Heights. The northern parcel is used as a single-family dwelling and the southern parcel is vacant, however its proposed use is an affordable senior living facility. The property is adjacent to City Limits to the east, north and west. The owner is requesting annexation in order to develop the property to receive city services including water and sewer. The property is located within the City Annexation Petition Area on the City's Limits of Annexation Map and appears to meet the City's criteria in its Annexation Policy. The City is able to serve the property and further analysis and discussion is provided in the Consistency with Adopted Plans and Policies section of this memo. The City Council considers this annexation at the time of public hearing.

ALTERNATIVES ANALYZED

The City Council may approve or deny a petition submitted by owners of 50% or more of the real property in the area to be annexed (7-2-4601 (3)(b), MCA). The only alternative that is consistent with City Council policy and state law is to conduct a public hearing and review the request before taking action.

FINANCIAL IMPACT

The City is able to provide municipal water and sewer to the subject property via an existing main in the adjacent rights-of-way. Staff is recommending two standard conditions of approval: That the applicant shall enter into a Development Agreement with the city of Billings prior to site improvements; or the applicant will execute a Subdivision Improvement Agreement (SIA) as part of a subdivision process. For this annexation, the petitioners will be entering into a Development Agreement which will also be scheduled to be acted on during the May 14 City Council Meeting following action on the annexation petition. The City will receive property tax revenue and payment for fees and assessments for City services.

BACKGROUND

The subject property is 8.733 gross acres. The property is located east of Lake Elmo Drive and south of Unita Park Drive in the Heights. The property is part of a residential subdivision. The single family dwelling currently receives municipal water service but does not have access to city sewer services. It is adjacent to City Limits to the east, north and west. The property meets the City's criteria in its Annexation Policy.

PROCEDURAL HISTORY

- On March 20, 2018, the annexation petition was submitted to the Planning Division by the owner's agent.
- On May 14, the City Council will conduct the public hearing for the annexation and may take action on the request.
- On May 28, if the City Council approves the annexation resolution, a public hearing and first reading of an ordinance to include the property in City Council Ward II will be conducted.
- On June 11, the City Council will conduct the second and final reading for the ordinance expanding the Ward II boundary.

STAKEHOLDERS

Annexation by petition does not require notification of adjoining landowners; however, it does require that the City Council conduct a public hearing and post the property with information on the annexation petition and public hearing. Notice of the public hearing was posted on the property on April 27 and published in the Yellowstone County News on April 27th and May 4th. The Planning Division has not received any inquiries about this petition at the time this memo was prepared.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Although Montana Code does not require the City to prepare a provision of public services plan for Annexation by Petition (Section 7-2-4600, MCA), it is the City's custom to have staff prepare an analysis of predicted impacts to services and facilities, and information on how services will be provided to the property after annexation. The proposed annexation complies with the adopted Annexation Policy criteria as follows:

1. The area is located within the City's Annexation Petition Area on its Limits of Annexation Map.
2. The City is able to provide municipal water and sewer services to the property.
3. Any proposed public improvements within the area to be annexed will meet City standards.
4. All property owners within the area to be annexed must sign a Waiver of Right to Protest future Special Improvement Districts.
5. If annexed, any proposed land use will comply with the zoning. The property is currently zoned Residential Multi-Family.

Departmental Response: City and County Departments were given the opportunity to comment on this annexation. City departments responded favorably and detailed responses are provided below. The County Public Works Department did not respond to this annexation request.

City Facilities:

Specific comments from City Departments are provided below:

- Water/sewer: Sanitary sewer service is available from existing mains located in Lake Elmo Road and Unita Park Drive. This property is located within The County Water District of Billings

Heights and will receive water service from the District.

- Storm water: All of the storm water runoff from this property will need to meet the City of Billings requirements for storm water management. Any future development will follow the City of Billings storm water regulations. The developer will be required to meet all storm water requirements at the time of development.
- Transportation: The developer will be required to identify and mitigate all traffic impacts at the time of development.
- Fire Stations: The subject property is currently served by the Billings Fire Department through the Billings Urban Fire Service Area and the Billings Fire Department will continue to serve the property upon annexation. The Billings Fire Department stated that as these annexations occur, additional fire department resources will be needed, especially if the parcels are developed as a high-density use.
- Parks: Unita Park is approximately 50 feet away and Arrowhead Park is approximately 900 feet away. At this time there is no PMD or expansion required.
- Bicycle and pedestrian facilities: The property lies within the jurisdiction of the Billings Area Bikeway and Trail Master Plan. A shared use path is shown along the eastern edge of this property along Lake Elmo Drive. The property does not have sidewalk at this time. Sidewalk construction will need to occur as part of the Development Agreement between the petitioner or future property owner and the City of Billings.
- School facilities: The subject property would be served by Billings School District #2 for elementary, middle school and high school. The property is expected to develop for residential use, but the demand on schools in the area would be minimal if the development is focused on senior living facilities. This property would be served by Bench Elementary, Medicine Crow Middle School, and Skyview High School.

General City Services: These are the City services that are provided to all residents and businesses in the City, such as police and fire protection, street and storm drain maintenance, and garbage collection and disposal. The service providers that responded did not object to the annexation of this property, however the Fire Department in its comments above did note its concerns as additional property is annexed into the City.

- Transit: MET transit system operators have no objections to the annexation request. Rt. 18 goes by the property on Lake Elmo Drive currently.
- Police: The Police Department staff stated that while the Department can serve the area as it is already in an established patrol area, continued annexation and development will eventually adversely impact the Department's ability to deliver services.
- Public Utilities: The Public Works Distribution and Collection Division had no concerns with the annexation request.
- Public Works: Street and Traffic Division: The Street and Traffic Division stated that it has no concerns with serving the property.
- Public Works: Solid Waste: The Solid Waste Division has no concerns with annexing the

property, but pointed out that State Law allows the property owner to choose which garbage hauler may service the property after it is in the City.

- **Ambulance Service:** The City does not provide ambulance service, however it does dictate the level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered within 8 minutes. This property may be within the area of acceptable response time.
- **Legal and Finance:** General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation and did not provide any comments with the request.
- **Other Departments:** City/County services including Library, Planning and Environmental Health are only slightly affected by the annexation since they will continue to serve the property whether it is in the City or the County. The Planning Division staff supports the annexation because the property is in the City Annexation Petition Area, has access to City services, is in an area that in the long term should develop to City standards, and with the proposed development is expected to bring in more revenue to cover the costs of delivering services to the property. It is a good example of infill development.

Annexation of this property would adhere to the following guidelines of the 2016 City of Billings Growth Policy:

- **Strong Neighborhoods:** Implementation of the Infill Policy is important to encourage development of underutilized properties in existing neighborhoods.
- **Home Base:** a mix of housing types that meet the needs of a diverse population is important. Development of infill housing will ensure development that is healthy and safe.

The development is in accordance with the Heights Neighborhood Plan in the following ways:

- To annex county property that is wholly surrounded by City services to provide city services to residents.
- To encourage infill housing.

RECOMMENDATION

Staff recommends that the City Council conduct the public hearing and approve the resolution annexing the subject property into the City.

APPROVED BY CITY ADMINISTRATOR

Attachments

Legal Description
Exhibit A
Annexation Resolution

ANNEXATION # 18-03

Legal Description of Property to be annexed

Tracts of land situated in the NW 1/4 of Section 22, T.1N., R.26E., P..M.M., Yellowstone County, Montana, more particularly described as:

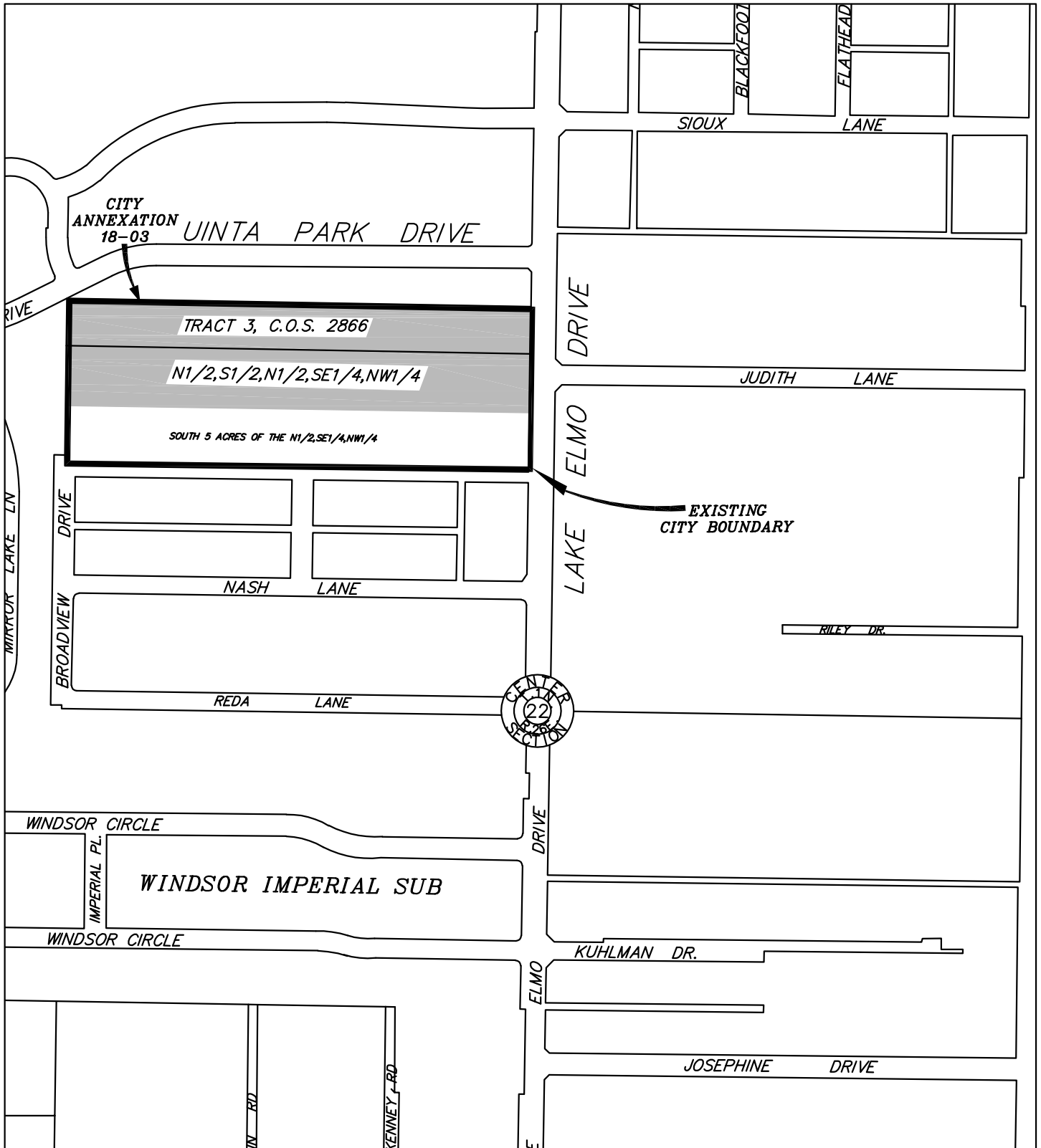
Tract 3 of Certificate of Survey No. 2866, Recorded November 29, 1995, under Document No. 1808239, on file and of record in the Records of Yellowstone County;

That portion of unplatted land being described as the N1/2,S1/2,N1/2,SE1/4,NW1/4 of said Section 22, T.1N., R.26E., P..M.M., Yellowstone County;

Containing 8.733 gross and net acres more or less.

(# 18-03) See Exhibit "A" Attached

EXHIBIT "A"



RESOLUTION NO. 18 -

A RESOLUTION APPROVING PETITION FOR ANNEXATION AND ANNEXING TERRITORY TO THE CITY.

WHEREAS, one hundred percent (100%) of the freeholders who constitute more than fifty percent (50%) of the resident freeholder electors have petitioned the City for annexation of the territory hereinafter described; and

WHEREAS, the territory was described in the Petition as required by law; and

WHEREAS, annexation of said territory would be in the best interest of the City.

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

1. TERRITORY ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed to the City of Billings:

Tract 3 of Certificate of Survey No. 2866, Recorded November 29, 1995, under Document No. 1808239, on file and of record in the Records of Yellowstone County; That portion of unplatted land being described as the N1/2,S1/2,N1/2,SE1/4,NW1/4 of said Section 22, T.1N., R.26E., P..M.M., Yellowstone County; Containing 8.733 gross and net acres more or less.

2. CONDITIONS. The annexation is approved, subject to the following conditions:
 - Prior to site development, a Development Agreement shall be executed between the owner(s) and the City that shall stipulate specific infrastructure improvements and right-of-way dedication, provide guarantees for said improvements, and include a Waiver of Right to Protest the Creation of Special Improvement Districts will be recorded; and/or

- A Subdivision Improvements Agreement (SIA) and Waiver of Right to Protest the Creation of Special Improvement Districts shall be approved and recorded that will stipulate specific infrastructure improvements and right-of-way dedication, and provide guarantees for such infrastructure improvements.
3. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 14th day of May, 2018.

CITY OF BILLINGS:

BY: _____

William A. Cole, Mayor

ATTEST:

BY: _____

Denise R. Bohlman, City Clerk

(AN# 18-03)

Regular City Council Meeting

Meeting Date: 05/14/2018

TITLE: Development Agreement with Baumann at 1316 Lake Elmo Drive

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

City Council is being asked to consider annexing Certificate of Survey 2866, Tract 3, located at 1316 Lake Elmo Drive. As a condition of annexation approval, the property owner is to enter into a development agreement with the City of Billings outlining necessary future public improvements. The property owner has submitted the attached Development Agreement, and the Council will consider whether to approve the agreement. The improvements identified in the development agreement include necessary improvements to Lake Elmo Drive including the construction of sidewalk upon future development.

ALTERNATIVES ANALYZED

City Council may:

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

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that the City Council approve the development agreement with property owners Kathy L. and F. William Baumann.

APPROVED BY CITY ADMINISTRATOR

Attachments

Annexation Map
Development Agreement

EXHIBIT A - PROPERTY REQUESTING ANNEXATION

ANNEXATION MAP WITHIN BILLINGS, MONTANA

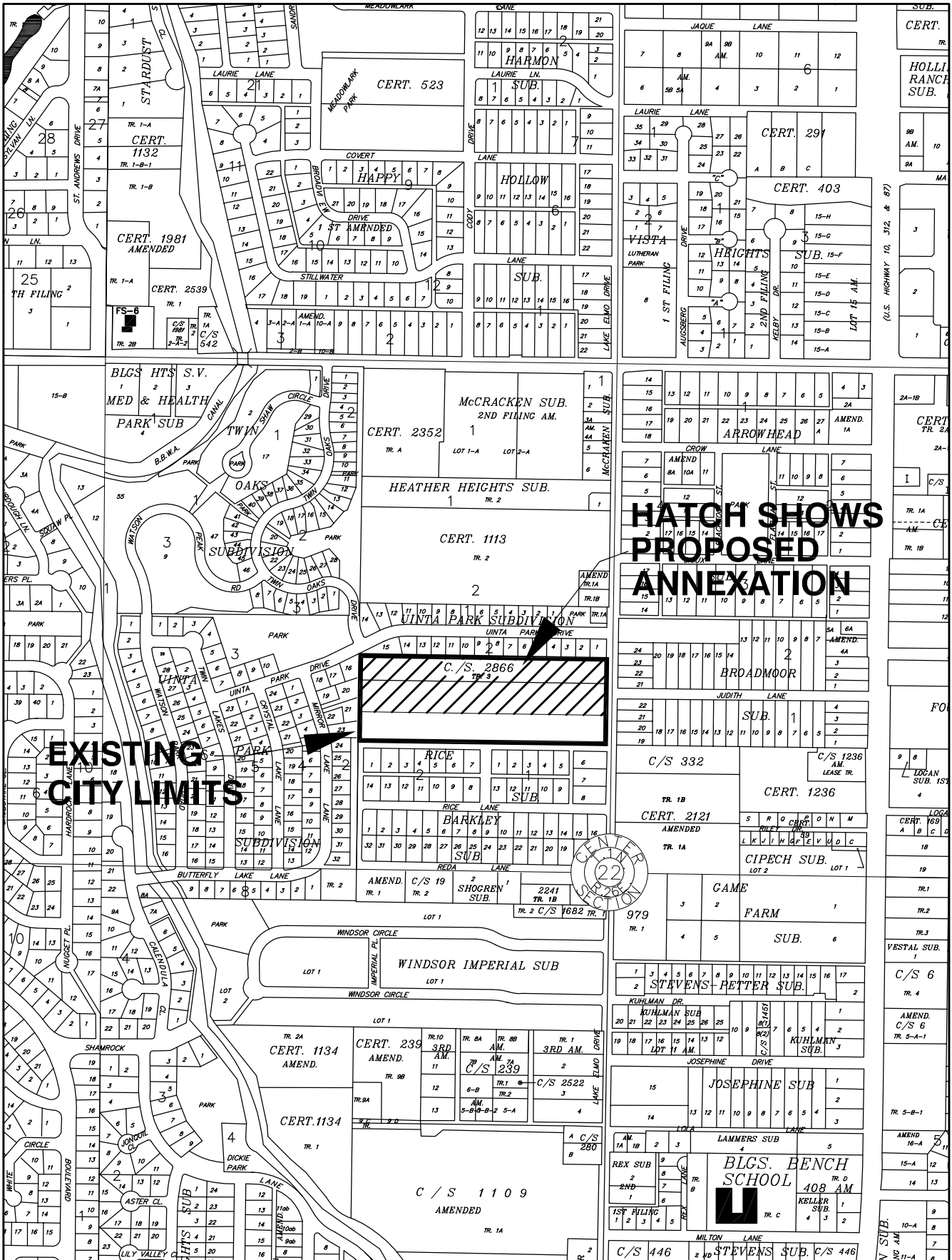
TRACT 3 OF C.O.S. NO. 2866 AND THE N1/2 S1/2 N1/2 SE1/4 NW1/4 OF SECTION 22, T. 1 N., R. 26 E., P.M.M., YELLOWSTONE COUNTY, MONTANA
CURRENT ZONING: RMF
PROPOSED ZONING: RMF

PREPARED BY : SANDERSON STEWART

JANUARY 2018
BILLINGS, MONTANA



250 125 0 250 500
SCALE: 1" = 250'



**HATCH SHOWS
PROPOSED
ANNEXATION**

**EXISTING
CITY LIMITS**

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

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this ____ day of _____, 2018, by and between **KATHY L. and F. WILLIAM BAUMANN**, whose address for the purpose of this agreement is 1316 Lake Elmo Drive, Billings, MT, 59101, hereinafter referred to as “BAUMANN” or “Owner” and The **CITY OF BILLINGS**, Montana, a municipal corporation, c/o City Hall, Billings, Montana, 59101, hereinafter referred to as “CITY.”

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

8.685 acres, being Tract 3 of COS No. 2866 and the N1/2 S1/2 N1/2 SE1/4 NW1/4 of Section 22, T. 1N., R. 26E., P.M.M., Yellowstone County, MT, hereinafter referred to as “Property”; and

WHEREAS, BAUMANN has submitted and will record an exempt plat that will relocate a common lot boundary to form a 7.685 acre tract of land, hereinafter referred to as “Tract 3A”, and a 1.000 acre tract of land, hereinafter referred to as “Tract 3B”, depicted in the attached “Exhibit A” to this Agreement; and

WHEREAS, Tract 3A will remain as agricultural pasture land until sold by BAUMANN to a developer, who will be responsible for necessary on-site and off-site improvements at the time of development; and

WHEREAS, Tract 3B will be retained by BAUMANN in its current condition, which consists of an existing residential house; and

WHEREAS, BAUMANN, has submitted to the City a Petition for Annexation to the City for Property; and

WHEREAS, BAUMANN desires to annex Property to the City; and

WHEREAS, CITY has conditioned the Petition for Annexation for Property contingent that a Development Agreement be executed between CITY and BAUMANN to identify required off-site infrastructure improvements and guarantees of those improvements.

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

1. **Sanitary Sewer.** BAUMANN wishes to connect Tract 3B to the City sanitary sewer system. Associated costs thereto, including system development fees and connection permit fees, shall be the responsibility of BAUMANN. If in the future, Tract 3A is further developed beyond its current agricultural pasture land use and a connection to the City sanitary sewer system is desired or required, the owner of Tract 3A shall be responsible for associated costs of connection, including payment of system development fees and connection permit fees at the time of sewer connection.
2. **Water.** Tract 3B is currently connected to the Billings Heights Water District system. The existing connection for Tract 3B will remain. Both parties understand that no further work is necessary to serve Tract 3B. If in the future, Tract 3A is further developed beyond its current agricultural pasture land use and a connection to the Billings Heights Water District system is desired or required, the owner of Tract 3A shall be responsible for associated costs of connection, including payment of system development fees and connection permit fees at the time of water connection.
3. **Storm Drain.** There is no City storm drain line adjacent to Property in Lake Elmo Drive. If in the future, Tract 3A is further developed beyond its current agricultural pasture land use, the owner of Tract 3A shall be responsible for connecting to the existing 60-inch storm drain line which terminates at the north end of Property and constructing a 24-inch storm drain line across the Tract 3A frontage. Upon future development of Tract 3A, the property owner will be allowed to connect to this 24-inch storm drain line and will manage storm drainage on Tract 3A in accordance with the City of Billings Stormwater Management Manual (2018).
4. **Right of Way.** Both parties agree that the current right-of-way is properly sized. No additional right of way dedication is necessary.
5. **Curb, Gutter, Streets, Sidewalks.** For Tract 3B, a 5-foot wide sidewalk shall be constructed along the property line at the time of sanitary sewer connection for

Tract 3B. The cost of the sidewalk will be paid for by the Tract 3A property owner. At the time of future development of Tract 3A, standard curb and gutter, a 5-foot sidewalk and street widening meeting City standards shall be constructed along the frontage of Tract 3A. These costs will be paid for by the Tract 3A property owner.

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

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

“BAUMANN”

By: _____
Kathy L. Baumann

By: _____
F. William Baumann

STATE OF MONTANA)

: ss

County of Yellowstone)

On this ____ day of _____, 2018, before me, a Notary Public for the State of Montana, personally appeared _____ and _____, known to me to be the persons who executed the foregoing instrument as the OWNERS of 1316 Lake Elmo Drive, Billings, Montana and acknowledged to me that he/she executed the same.

Notary Public for the State of Montana
Printed Name: _____
Residing at Billings, Yellowstone County,
Montana
My commission expires: _____

Notary Public for the State of Montana
Printed Name: _____
Residing at Billings, Yellowstone County,
Montana
My commission expires: _____

Regular City Council Meeting

Meeting Date: 05/14/2018
TITLE: Noise Ordinance Amendments
PRESENTED BY: Brent Brooks, City Attorney
Department: Legal
Presentation: Yes

PROBLEM/ISSUE STATEMENT

During the City Council Worksession of April 16, 2018, a brief update on the status of the City's noise ordinances was presented to the Council. Council directed staff to proceed with a Scope of Work prepared and conducted by Dan Autenrieth, Ph.d, Assistant Professor, Industrial Hygiene Program Manager, Safety, Health and Industrial Hygiene Department, Montana Tech University. Dr Autenrieth estimates his review and presentation to the Council will be ready by late August 2018. While his review is in progress, Council directed staff to proceed with minor amendments to the current noise ordinances that will assist in enforcing such ordinances. These amendments to City Code Sections 17-106 and 17-107 were briefly reviewed with the Council during the April 16, 2018, worksession update and provide as follows:

1. 17-106(a): Limiting the number of waivers granted to events by allowing a maximum of four waivers in a twelve month calendar period;
2. 17-106(a): Excluding the Central Business District and the East Billings Urban Renewal District from the waiver limit above;
3. 17-106(c) Clarifying the timing of an appeal to the City Council after a waiver has been denied by staff;
4. 17-107(a): Changing the penalty for any noise ordinance violation from a misdemeanor to a Municipal Infraction.

These amendments will allow staff to more comprehensively assess each event that requires noise waivers and will assist the Council in deciding the appeal of any denials of waivers.

ALTERNATIVES ANALYZED

City Council may:

- Approve the amendments to the noise ordinance Sections 17-106 and 17-107, or;
- Disapprove the proposed amendments, or
- Make further amendments to the specific noise ordinance Sections involved here

FINANCIAL IMPACT

There is no financial impact to these ordinance amendments

RECOMMENDATION

Staff recommends that the Council approve the noise ordinance amendments on First Reading and after a Public Hearing.

APPROVED BY CITY ADMINISTRATOR

Attachments

Noise Ordinance Amendments

ORDINANCE NO. 18-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY REVISING SECTIONS 17-106 and 17-107; ALLOWING FOUR NOISE WAIVERS PER TWELVE MONTH CALENDAR PERIOD; EXCLUDING THE CENTRAL BUSINESS DISTRICT AND EAST BILLINGS URBAN RENEWAL DISTRICT FROM THIS WAIVER LIMIT; AMENDING THE WAIVER CRITERIA; REVISING THE APPEAL PROCEDURE IF A WAIVER IS DENIED AND PROVIDING THAT ANY VIOLATION OF ANY SECTION OF THE NOISE ORDINANCES IS A MUNICIPAL INFRACTION AND RETAINING OTHER ADDITIONAL LEGAL REMEDIES SUCH AS ABATEMENT OR INJUNCTION.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY BILLINGS THAT:

Section 1. That Section 17-106, of the Billings, Montana City Code is amended so that such section shall read as follows:

Sec. 17-106. - Waiver.

- (a) Any person may apply to the city administrator or designee for a waiver from the provisions of this chapter. Such application shall be submitted to the office of city administrator along with a non-refundable application fee. The city administrator shall designate waiver application and review procedures and application fees by administrative order. The city administrator may designate representatives from police, parks, building, and engineering to review and grant waivers under this section by administrative order. Each day of an event shall require a separate approved waiver. Except for public construction projects, no more than four waivers may be granted involving the same location within twelve (12) months, from January 1 through December 31 of each calendar year. Events occurring in the Central Business District (CBD) and East Billings Urban Renewal District (EBURD) shall be exempt from this limit
- (b) Waiver review procedures established by the city shall include but not be limited to consideration of the following criteria:
- (1) Whether the noise would endanger the public health, safety, or welfare;
 - (2) That compliance with the provisions of this chapter from which a waiver is sought would cause serious hardship without producing equal or greater benefit to the public;
 - (3) The time of day the noise will occur;
 - (4) The duration of the noise;
 - (5) The loudness of the noise relative to the maximum permissible sound levels as set forth in this chapter;
 - (6) Whether the noise is continuous or intermittent;

- (7) The distance of proposed activity from residential housing or other noise-sensitive properties;
 - (8) Whether the proposed activity is within or outside of the Central Business District (CBD) or East Billings Urban Renewal District (EBURD), and whether the proposed activity encourages the promotion of entertainment and nightlife in an area where residential housing is sparse;
 - (9) Any other factor that is reasonably related to the impact of the noise on the health, safety and welfare of the community, the degree of hardship that may result from the enforcement of the provisions of this article, and the benefit to the public of granting such a waiver.
- (c) Any waiver application may be granted or denied by the city. Any applicant denied a waiver by the city may appeal the denial to the city council. An appeal must be presented to the City Administrator for inclusion on the next available City Council Regular agenda at least thirty (30) calendar days before the event is scheduled to occur.

Section 2: That Section 17-107 of the Billings, Montana City Code is amended so that such section shall read as follows:

Sec. 17-107. - Violations; remedies.

- (a) Any violation of this article shall be punishable as a municipal infraction with civil penalties as provided in section 18-1304. Any person who is convicted of a violation of any such section shall, for each offense, be subject to criminal penalties as provided in section 1-110. Each day such violation is committed or permitted to continue constitutes a separate offense.
- (b) As an additional remedy, the operation or maintenance of any noise source in violation of any provision of this chapter and which causes discomfort and annoyance to any reasonable person of normal sensitivity or which endangers the comfort, repose, health or peace of residents in the area is a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

PASSED by the City Council on first reading this ____ day of _____, 2018.

PASSED, ADOPTED and APPROVED on second reading this ____ day of _____, 2018.

CITY OF BILLINGS:

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk