

REVISED
6/4/2018
Items 1A2 and 1C recommendations added
CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

June 11, 2018

6:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Brown

ROLL CALL: Councilmembers present on roll call were:

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

MINUTES: May 29, 2018

COURTESIES:

PROCLAMATIONS:

- Men's Health Week - June 11-17, 2018
- National Pollinator Week - June 18-24, 2018

ADMINISTRATOR REPORTS - BRUCE MCCANDLESS

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: 1 and 2 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. **New BLM Storage Building.** (Opened 5/01/18) Recommend rejecting all bids.
 2. **W.O. 18-02, Miscellaneous Concrete Project.** (Opened 5/29/18) Recommend J & J Concrete, Inc.; \$375,650.
 - B. **Change Order #2, W.O. 18-10 Poet Street Improvements,** Askin Construction; \$72,898.04.
 - C. **Approval** of MET Transit's Automatic Vehicle Location (AVL) system agreement with DoubleMAP; \$51,900 for the upfront Capital cost and an annual maintenance cost of \$7,650 for 3 years.
 - D. **Memorandum of Understanding (MOU)** between the City of Billings and Billings Public Schools and Billings Central High for School Resource Officer Program; \$583,236.
 - E. **Acceptance** of donation to the Fire Department from Girl Scout Troop #2213 for pet oxygen recovery mask kits; valued at over \$500.
 - F. **Resolution** authorizing permit for construction of a pedestrian skyway between Stillwater Building, 317 North 26th Street, and parking garage on North 26th Street.
 - G. **Second/Final Reading Ordinance for Zone Change 964:** a zone change to Section 27-306, BMCC - Commercial and Industrial Uses - to allow gymnastics instruction in all Residential Professional (RP) zones.
 - H. **Second/Final Reading Ordinance expanding Ward V (Annexation 18-01):** an approximate 42.035 acre parcel located west of Zimmerman Trail and north of Grand Avenue. Billings Opportunities, LLC, owner and petitioner.

- I. **Second/Final Reading Ordinance expanding Ward I (Annexation 18-02):** an approximate 6,250 square foot parcel of land located east of Jackson Street and south of Orrel Street. Ricky Savage, owner and petitioner.

- J. **Second/Final Reading Ordinance expanding Ward II (Annexation 18-03):** an approximate 8.733 acre parcel of land located west of Lake Elmo Drive and south of Unita Park Drive. William and Kathy Baumann, owners; Sanderson Stewart, petitioner.

- K. **Bills and Payroll:**
 - 1. May 14, 2018

 - 2. May 21, 2018

REGULAR AGENDA:

- 2. **APPROVAL** of One Big Sky District Project development planning agreement. 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: 06/11/2018

TITLE: Reject All Bids 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, the Airport's plan was to build an 8,000 square foot metal storage building located outside of the Airport's Secured Area, adjacent to other BLM storage facilities, and work with the BLM on a new lease agreement for the use of this facility. 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

At the May 14, 2018 City Council meeting, staff recommended postponing the contract award for this project until the May 29, 2018 City Council meeting to allow staff more time to evaluate the bid proposals received. At the May 29, 2018 City Council meeting, staff once again recommended postponing the decision on the project until the June 11, 2018 City Council meeting to provide staff additional time to negotiate a lease with the BLM. Because the price of the project came in higher than originally anticipated, the BLM is not in a position to meet the financial requirements proposed by the Airport for the project and other alternatives will need to be explored. Subsequently, staff recommends that all bids be rejected due to the inability for a financial program to be implemented with the BLM that would ensure the City was not put in a financial hardship.

ALTERNATIVES ANALYZED

City Council may:

- Approve staff recommendation to reject all bids for the Construction of a New Storage Building for the BLM; or
- Decline the staff recommendation and direct staff on how to proceed.

FINANCIAL IMPACT

With the rejection of the bids, there will be no financial impact at this time.

RECOMMENDATION

Staff recommends that the City Council reject all bids for the Construction of a New Storage Building for the BLM.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/11/2018
TITLE: W.O. 18-02 Miscellaneous Concrete Project
PRESENTED BY: David Mumford, Public Works Director
Department: Public Works
Presentation: No

PROBLEM/ISSUE STATEMENT

W.O. 18-02 Miscellaneous Concrete Project will construct concrete sidewalk, curb and gutter, drive approaches, and alley approaches throughout the city. The areas of work were developed by city staff recommendation, calls from the public, and identified tripping hazards. The project was advertised May 11th, 18th, and 25th and bids were opened on May 29th. There was only one bidder and J & J Concrete, Inc. submitted the apparent low bid.

ALTERNATIVES ANALYZED

City Council may:

- Approve the contract award to J & J Concrete, Inc. in the amount of \$375,650 or;
- Do not approve the contract. If the contract is not awarded, the concrete work will not be done and areas that are failing will continue to fail and tripping hazards will not be repaired.

FINANCIAL IMPACT

Contractor	Bid
Engineer's Estimate	\$405,575.00
J & J Concrete, Inc.	\$375,650.00

The funds are from property owner assessments and gas tax budgeted in FY18

Budgeted Amount	\$521,803.09
Previously Encumbered	\$0
This Contract	\$375,650.00
Remaining Budget	\$146,153.09

RECOMMENDATION

Staff recommends that the City Council approve the bid and award the contract to J & J Concrete, Inc., in the amount of \$375,650.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/11/2018

TITLE: W.O. 18-10 Poet Streets Change Order #2

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

W.O. 18-10, Poet Street Improvements, includes the restoration of streets in the Poet Street area. Due to the large amount of rain experienced during the month of May, the subgrade on Woodland Avenue needs to be stabilized using import fill and a geogrid fabric. The remainder of the streets have enough grade that most of the water runs off and the subgrade can dry. Change Order #2 is for the installation of the geogrid fabric and the additional material to mitigate saturated soils.

ALTERNATIVES ANALYZED

City Council may:

- Approve the Change Order #2 to Askin Construction LLC for \$72,898.04, or;
- Disapprove the Change Order #2 to Askin Construction LLC. If the change order is not approved, the completion of the road will be delayed and the risk of settlements will be high.

FINANCIAL IMPACT

There are sufficient funds in the budget for this change order.

FY18 Budgeted amount	\$1,207,900
Previously Encumbered	\$897,484.62
Change Order #2	\$72,898.04
Remaining Budget	\$237,517.34

RECOMMENDATION

Staff recommends that City Council approve Change Order #2 to Askin Construction, LLC, in the amount of \$72,898.04.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/11/2018

TITLE: Approval of Agreement with DoubleMAP for the MET Transit Fixed Bus Route GPS Automatic Vehicle Location System (AVL)

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Transit

Presentation: No

PROBLEM/ISSUE STATEMENT

MET Transit recently advertised a Request for Proposals (RFP) to provide MET with an Automatic Vehicle Location (AVL) System for 25 fixed route buses and one Paratransit van. The system allows each vehicle to be easily tracked as it performs the fixed routes or other operations throughout the City. This program will assist in further optimizing MET Transit's fixed route system by providing extended routing and travel information and other administrative tools. It will also provide a significant boost in customer convenience by allowing passengers to track bus locations in real time on their smartphones or other computing devices.

The RFP was advertised in the *Yellowstone County News* on April 13, 20 and 27, 2018, and notices were posted on the City's Website, MET Transit's Webpage, and MET Transit's Facebook page. Seven proposals were received on May 4, 2018.

A RFP Selection Committee evaluated and ranked the proposals based on each firm's ability to meet the specifications and parameters identified in the RFP. The Committee voted unanimously to select DoubleMAP as the vendor to provide the system.

The RFP process outlined by the Federal Transit Administration (FTA) was utilized for the selection process.

ALTERNATIVES ANALYZED

City Council may:

- Approve the Selection Committee's recommendation to accept the proposal from DoubleMAP; or
- Disapprove the Selection Committee's recommendation to accept the proposal from DoubleMAP.

FINANCIAL IMPACT

The proposed cost of this AVL project is \$51,900 for the upfront Capital cost and an annual maintenance cost of \$7,650 for 3 years. Funds for this project are available in MET Transit's budget.

RECOMMENDATION

Staff recommends that the City Council accept the proposal from DoubleMAP for MET Transit's AVL project and authorize the Mayor to execute the agreement.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/11/2018

TITLE: Memorandums of Understanding for Career Center and Billings Central High, High School and Middle School Resource Officers (SROs)

PRESENTED BY: Rich St. John, Police Chief

Department: Police

Presentation: No

PROBLEM/ISSUE STATEMENT

The City of Billings and the Billings Public Schools have enjoyed a 23 year history with the School Resource Officer (SRO) Program. The attached Memoranda of Understanding (MOU) make provisions for program objectives, guidelines, financial consideration and for terminating the agreements. The MOUs are for the period of July 1, 2018 to June 30, 2019. The SRO Program is a collaborative effort by certified law enforcement officers, educators, students, parents, and the community, to offer a liaison program in the schools to reduce crime, drug abuse, violence, and provide a safe school environment. The Program also provides networking, public relations, and relationship building among the City, Police Department, the School District and the community. The City Council is being asked to approve an MOU with Billings Catholic Schools (BCS) and Billings School District 2 (BSD2) for a shared SRO for BCS and for the BSD2 Career Center and a second MOU with BSD2 for the four (4) Middle Schools and three (3) High Schools in the total amount of \$415,666.

ALTERNATIVES ANALYZED

Council may:

- Approve the MOUs for the SRO Program; or
- Not approve the MOUs for the SRO Program. The effect would be that the City would have to supply the \$415,666 that the Billings Public Schools contributes to the program or modify/eliminate the program.

FINANCIAL IMPACT

The approximate total cost for the SRO positions is \$583,236. The Billings Public Schools will make a payment of \$349,905 to help defray some of the salary and benefit costs for the eight officers. Added to the salary payment is a one-time expense of \$65,761 for a fully equipped patrol car and officer equipment, making the total reimbursement \$415,666.

RECOMMENDATION

Staff recommends that the City Council approve the SRO Program Memoranda of Understanding with Billings Public Schools and Billings Catholic Schools.

APPROVED BY CITY ADMINISTRATOR

Attachments

Career Center and Billings Central High
Fee Structure

**MEMORANDUM OF UNDERSTANDING
SCHOOL RESOURCE OFFICER PROGRAM
MIDDLE SCHOOLS & HIGH SCHOOLS**

**CITY OF BILLINGS POLICE DEPARTMENT
BILLINGS PUBLIC SCHOOLS**

This Memorandum of Understanding (MOU) is made this _____ day of _____, 2018, by and between the Billings Public Schools and the City of Billings Police Department. We do hereby agree that it is mutually beneficial to all parties for Billings Police Officers to be assigned as School Resource Officers ("SROs") to middle schools and high schools within the City of Billings. **The Billings Police Department recognizes and supports the need for safe schools and a safe learning environment for our youth.**

The parties recognize that the School Resource Officer Program has enjoyed a Twenty-three (23) year history within the City of Billings beginning with a limited pilot project at Billings West High School implemented by the West End Community Oriented Policing team, and has enjoyed an excellent relationship with the schools. The purpose of this document is to facilitate a clear understanding of each party's roles, duties, and responsibilities. This MOU is intended to provide clarification of expectations, to minimize confusion, and to provide for consistency between officers, school administration, and city officials. The parties recognize that this MOU must be a living document to allow for program evolution and provide for variances, needs, and future changes.

MISSION STATEMENT - BILLINGS POLICE DEPARTMENT

The Billings Police Department is committed to improving the quality of life through a customer service, problem solving partnership with the community.

MISSION STATEMENT – BILLINGS PUBLIC SCHOOLS

Billings Public Schools Community strives to inspire, educate and empower students to be responsible and innovative global citizens who achieve their full potential.

MISSION STATEMENT - SCHOOL RESOURCE OFFICER PROGRAM

Through education and enforcement and by cooperative efforts with the school staff, the students, the parents, the courts, the surrounding neighborhood, and the community's social service organizations, the SRO program strives to assist the schools with providing a safe school and neighborhood environment, and strives to hold juveniles responsible for their actions and prevent individual problems from developing into patterns of delinquency.

PROGRAM OBJECTIVES

1. Friendly contact between the Police Department and the City's youth. Provide students, faculty and staff, and families the opportunity to meet and interact with a police officer in a non-confrontational setting. Many people, especially our young people, do not often get the chance to learn about who the officers are "behind the badge". This program provides the opportunity for the officer to serve as a role model as well as a resource and a mentor to students.
2. Assistance and information-sharing concerning problems and issues affecting the schools and students.
3. Education of children regarding personal rights and responsibilities, the role of laws, courts, and police in society, and other law-enforcement related topics. However, SROs shall not give legal advice to students, families, or school employees.
4. Protection from and education of children regarding alcohol and drugs, gangs, molestation, involvement with older law violators, and other harmful influences.
5. Investigation of cases involving juveniles and use of effective alternatives to court whenever possible.
6. Prevention of crime or delinquent behavior by juveniles within the School Resource Officers' areas of assignment. Increase in safety and security of the school's students, faculty, staff, and visitors.
7. Effective problem solving and liaison with neighborhoods surrounding the schools, which are affected negatively when there is poor student conduct.

SUMMARY OF SRO RESPONSIBILITIES

SROs are employees of the City of Billings Police Department and are subject to the administration, supervision, and control of the City. SROs are police officers assigned as Uniform Patrol Officers of the Operations Division of the Billings Police Department and are subject to the chain of command of the police department. SROs are not employees or agents of the School District, and no employee or agent of the School District shall be deemed an employee or agent of the City. SROs are police officers and not school teachers, school administrators, school counselors, school officials, or other school employee.

The SROs' primary responsibility is to maintain law and order in the schools and to insure that the students and faculty have a safe, secure, and drug free educational environment. As such, the SROs investigate criminal cases involving youth, maintain order through the enforcement of local, state and federal laws, recover stolen property, bring perpetrators to justice, and support school administration in enforcing the conduct policies of the Billings Public Schools. As law enforcement officers, SROs must comply

with the federal and state constitutions, laws, and City policies and procedures. The School District cannot be held liable or responsible for the SRO's failure to comply with these obligations.

The SRO will be responsible for carrying out his/her duties at the assigned schools.

- ◆ SRO are "non-exempt" employees covered by the federal Fair Labor Standards Act and the Montana Wage and Hour laws. Wages, benefits, and other terms and conditions of employment comply with those laws, the City employment contract, and the current collective bargaining agreements between the Montana Public Employees Association-Billings Police Unit and the City.
- ◆ SRO are governed by the rules, policies, shifts, schedules, procedures and practices of the Billings Police Department and the City of Billings, under the supervision of an assigned Sergeant.
- ◆ SRO are encouraged to be a part of student groups and school staff when requested, and to work as a team with school administration for the betterment of students and the school and neighborhood environment as a whole.
- ◆ SROs are encouraged to work extra curricular activities as requested by the school administrator. It is recognized by all parties that these assignments provide further opportunities for crime prevention and crime detection. The SRO will not be used as a replacement security officer for off-duty/special duty assignments. If security is needed at special events, the School District is encouraged to employ its own security personnel or contract with a private security provider. All work outside of school hours shall be approved by the assigned Police Department Supervisor in advance and will be consistent with the federal and state wage and hour laws and the collective bargaining agreement. The cost of any overtime will be the responsibility of the City of Billings. The School District shall provide documentation to the City of Billings regarding any additional hours, if requested.
- ◆ SROs are expected to keep the school principal or his designee informed about law enforcement action which occurs on school property and/or which may involve a student unless the information cannot be released pursuant to the Montana Criminal Justice Information Act. The City and School District agree to cooperate with each other during their respective investigations.
- ◆ SROs are expected to attend all training, meetings, and appointments assigned by the Police Department. It is recognized that some of these will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible, but the potential exists that such requirements will take precedence over school presence. The SROs shall strive to keep the school principal or designee informed about such absences as appropriate on a need to know basis.

- ◆ If the SRO is absent from work, the SRO shall notify the City of Billings in accordance with its usual protocols and the Principal of the school to which the SRO is assigned. If during the SRO absence an incident arises that requires police involvement, the School District shall notify the Police Department who shall provide an officer to respond to the incident.
- ◆ It is the intent of the parties that the SRO duty hours shall conform to the school day. Duty assignment in the summer months, when school is not in session, will be under the direction of the Police Operations Commander. SROs may also be required to work regular police duty assignments at other times when school is not in session, when so directed by the Police Operations Commander.
- ◆ The SROs shall coordinate closely with the school Principals on all matters and seek guidance, permission, and advice as to any actions or activities that are not law enforcement. The Principal has the primary responsibility for education and maintaining discipline at the school, and the SRO is there to assist the Principal as the Principal determines is necessary. In so doing, the SRO shall be the designee of the Principal in maintaining the safety of the physical plant of the school, which includes but is not limited to the building(s), ground(s), parking lot(s), locker(s) and other public school property. The Principal and SRO will develop a system of record-keeping by which the SRO logs and shares information that is relevant to school administration's management of the school.
- ◆ SROs will not be involved in ordinary school discipline, UNLESS it will prevent a disruption and/or situation that places someone at risk of imminent and serious harm. Disciplining students is a School District responsibility, and only when the Principal (or designee) and the SRO agree that SRO assistance is needed to maintain a safe and proper school environment will the Principal request such assistance and the SRO provide it. The SRO program is not intended to be a substitute for or relieve the school administrators of their responsibility for maintenance of discipline and good order in the schools.
- ◆ The School District shall provide training regarding school policies and procedures.

TRANSPORTING STUDENTS

SROs shall not transport students in Police Department vehicles except:

- i. When the student is a victim of a crime, under arrest, or some other emergency circumstances exist; or
- ii. When a student is suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent/guardian/caretaker has refused or is unable to

pick up the child within a reasonable time period and the student is disruptive/disorderly and his or her continued presence on campus is a threat to the safety and welfare of other students or school personnel. The student's parent/guardian/caretaker will be notified of this transportation prior to it occurring; or

iii. At the request of a parent/guardian/caregiver with approval of the principal, under exigent circumstances.

Prior to transporting any student, school administration and/or the SRO must determine that the student's parent/guardian/caregiver is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.

SROs shall notify school administration prior to removing a student from campus.

ACCESS TO EDUCATION RECORDS

A. School administration shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law and constitution. School administration and the SRO may share information and provide assistance to each other concerning problems and issues affecting the schools to the extent allowed by law and constitution.

B. If confidential information in a student's record is needed in an emergency to protect the health and safety of the student or other individuals, school administration may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need for the information to meet the emergency, and the extent to which time is of the essence. The SRO shall not disclose that information to anyone else except as allowed by law.

C. If the SRO requests confidential student records or information, but no emergency exists, the information may only be released to the SRO as allowed by law, constitution, and policy. Directory information, as defined by FERPA and policy, is not confidential and is available to the SROs.

INDEMNIFICATION

The School District shall provide, at its own expense, adequate liability insurance coverage. The School District shall defend, indemnify, and hold harmless the City and the SROs from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses, and reasonable attorney's fees, arising from the negligent or wrongful acts or omissions of the School District, its trustees, employees, agents, or representatives.

The City of Billings shall provide, at its own expense, adequate liability insurance coverage. The City shall defend, indemnify, and hold harmless the School District, its trustees, agents, employees, representatives, and volunteers from any and all claims for

loss or damage to property or injury or death to persons, arising from the negligent or wrongful acts or omissions of the City, its Council Members, Mayor, employees (including the SROs), agents, or representatives.

SELECTION AND FINANCIAL CONSIDERATION

SROs will be selected by means of a joint selection committee, comprised of three (3) representatives from the School District who will be appointed by the Superintendent of Schools and three (3) representatives from the Billings Police Department who will be appointed by the Billings Chief of Police. The Selection Committee will make recommendations to the Chief of Police. While the Chief of Police will duly consider the Committee's recommendations, selection of each School Resource Officer is within the sole discretion of the Chief of Police. See attached Addendum which sets forth the number of officers and the sum paid by the School District to the City of Billings for the services provided by the officers. Payment shall be made no later than three days before the start of school.

The schools will provide a private office, office furnishings, telephone, a computer, and any other necessary office supplies to the SRO for his/her use in the school. The Police Department will provide to its SROs any required police equipment, including but not limited to radios and motorized and non-motorized vehicles.

PROGRAM ASSESSMENT

SROs, School Administration for the respective middle and/or high schools, and the assigned Police Supervisor will meet at the beginning of each school year to set the goals and objectives of the SRO for the respective school. An assessment mechanism will be developed jointly that will be used to determine the effectiveness of the SRO program. The School Resource Officer Program will be assessed annually, and the evaluation will be conducted jointly by the Billings Police Department and Billings Public Schools. Quarterly and year end meetings will be held to determine progress and to make adjustments as needed.

The following topics, at a minimum, will be used to evaluate the program:

- ◆ Success of established goals and objectives.
- ◆ An internal survey of high school administration, faculty and student council members, primarily concerning perceptions of safety and security.
- ◆ Traditional police-citizen contacts (warnings, citations, arrests, FIRs, etc.).
- ◆ Non-traditional police-citizen contacts (meetings attended, problem areas addressed, student or family interviews, etc.).
- ◆ Surrounding neighborhood feedback and reaction to police efforts to address issues concerning the schools and students.

◆ Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the Principal.

In addition, each officer's effectiveness in the program will be evaluated at the end of each school term. School District administration, through the Superintendent or designee, will provide input into the evaluation, including information regarding and supporting any dissatisfaction. This input may include a recommendation to the Chief of Police that the officer not be assigned to that school the following year. The Chief of Police will seriously consider the evaluation and the input of the Superintendent when assigning an officer to a building, and will make a good faith effort to address any concerns raised. Ultimately, however, the final decision on which officer will be assigned as a school resource officer and where is within the sole discretion of the Police Chief.

EFFECTIVE DATE

This Memorandum of Understanding is effective July 1, 2018, and shall remain in effect through June 30, 2019, unless renewed by agreement of both parties or terminated as provided herein.

TERMINATION OF AGREEMENT

Either party may terminate this agreement upon sixty (60) days written notice to the other party. If this agreement is terminated by the School District, then the full balance of the amount paid will be retained by the City of Billings. If the agreement is terminated by the City of Billings, then the pro-rated balance of the amount paid will be refunded to the School District. The pro-rated balance will be based on the total number of school days for the 2018-2019 school year and the number of school days remaining after the date of termination of the agreement. All or part of the services may be terminated, with appropriate pro-ration. For example, if the City only terminates one SRO position in the middle schools, one-third of the amount paid for those services will be pro-rated and returned. Both parties will cooperate to complete any investigations and to participate in any court or disciplinary proceedings which extend beyond the termination of this agreement.

NOTICES

All requests, notices, payments, demands, authorizations, directions, consents, waivers or other documents required or permitted under this Agreement shall be in writing and shall be delivered in person to, or deposited postage prepaid and return receipt requested in the registered or certified mails of the United States, addressed to the City of Billings at:

Chief of Police, Billings Police Department, City of Billings,
P. O. Box 1554, Billings, MT 59103

or to Billings Public Schools at:

Superintendent, Billings Public Schools,
Lincoln Center, 415 North 30th Street
Billings, MT 59101

Notice is deemed given upon receipt.

MODIFICATION; ENTIRE AGREEMENT OF PARTIES EXPRESSED

This Memorandum of Understanding expresses the entire agreement of the parties. No modification of this Agreement shall be valid or binding unless the modification is in writing, dated, and signed by both parties.

Executed this ____ day of _____, 2018.

BILLINGS PUBLIC SCHOOLS

Attest:

Clerk of the District

By: _____
Terry Nelsen Bouck, Superintendent

CITY OF BILLINGS

Attest:

City Clerk

By: _____
William A. Cole, Mayor

Approved as to form and content:

City Attorney

Attorney for Billings Public Schools

**MEMORANDUM OF UNDERSTANDING
SCHOOL RESOURCE OFFICER PROGRAM
CAREER CENTER AND BILLINGS CENTRAL HIGH**

**CITY OF BILLINGS POLICE DEPARTMENT
BILLINGS PUBLIC SCHOOLS
BILLINGS CATHOLIC SCHOOLS**

This Memorandum of Understanding (MOU) is made this _____ day of _____, 2018, by and between the Billings Public Schools (“School District”) and the City of Billings Police Department (“City” or “Billings Police Department”). We do hereby agree that it is mutually beneficial to all parties for Billings Police Officers to be assigned as School Resource Officers (“SROs”) to middle schools and high schools within the City of Billings. **The Billings Police Department recognizes and supports the need for safe schools and a safe learning environment for our youth.**

The parties recognize that the School Resource Officer Program has enjoyed a Twenty-three (23) year history within the City of Billings beginning with a limited pilot project at Billings West High School implemented by the West End Community Oriented Policing team, and has enjoyed an excellent relationship with the schools. The purpose of this document is to facilitate a clear understanding of each party’s roles, duties, and responsibilities. This MOU is intended to provide clarification of expectations, to minimize confusion, and to provide for consistency between officers, school administration, and city officials. The parties recognize that this MOU must be a living document to allow for program evolution and provide for variances, needs, and future changes.

MISSION STATEMENT - BILLINGS POLICE DEPARTMENT

The Billings Police Department is committed to improving the quality of life through a customer service, problem solving partnership with the community.

MISSION STATEMENT – BILLINGS PUBLIC SCHOOLS

Billings Public Schools Community strives to inspire, educate and empower students to be responsible and innovative global citizens who achieve their full potential.

MISSION STATEMENT – BILLINGS CATHOLIC SCHOOLS

Billings Catholic Schools will provide and exceptional Catholic education emphasizing formation in faith, family spirit and academic excellence.

MISSION STATEMENT - SCHOOL RESOURCE OFFICER PROGRAM

Through education and enforcement and by cooperative efforts with the school staff, the students, the parents, the courts, the surrounding neighborhood, and the community's social service organizations, the SRO program strives to assist the schools with providing a safe school and neighborhood environment, and strives to hold juveniles responsible for their actions and prevent individual problems from developing into patterns of delinquency.

PROGRAM OBJECTIVES

1. Friendly contact between the Police Department and the City's youth. Provide students, faculty and staff, and families the opportunity to meet and interact with a police officer in a non-confrontational setting. Many people, especially our young people, do not often get the chance to learn about who the officers are "behind the badge". This program provides the opportunity for the officer to serve as a role model as well as a resource and a mentor to students.
2. Assistance and information-sharing concerning problems and issues affecting the schools and students.
3. Education of children regarding personal rights and responsibilities, the role of laws, courts, and police in society, and other law-enforcement related topics. However, SROs shall not give legal advice to students, families, or school employees.
4. Protection from and education of children regarding alcohol and drugs, gangs, molestation, involvement with older law violators, and other harmful influences.
5. Investigation of cases involving juveniles and use of effective alternatives to court whenever possible.
6. Prevention of crime or delinquent behavior by juveniles within the School Resource Officers' areas of assignment. Increase in safety and security of the school's students, faculty, staff, and visitors.
7. Effective problem solving and liaison with neighborhoods surrounding the schools, which are affected negatively when there is poor student conduct.

SUMMARY OF SRO RESPONSIBILITIES

SROs are employees of the City of Billings Police Department and are subject to the administration, supervision, and control of the City. SROs are police officers assigned as Uniform Patrol Officers of the Operations Division of the Billings Police Department and are subject to the chain of command of the police department. SROs are not employees or agents of the School District, and no employee or agent of the School District shall be deemed an employee or agent of the City. SROs are police officers and not school teachers, school administrators, school counselors, school officials, or other school employee.

The SROs' primary responsibility is to maintain law and order in the schools and to insure that the students and faculty have a safe, secure, and drug free educational environment. As such, the SROs investigate criminal cases involving youth, maintain order through the enforcement of local, state and federal laws, recover stolen property, bring perpetrators to justice, and support school administration in enforcing the conduct policies of the Billings Public Schools. As law enforcement officers, SROs must comply

with the federal and state constitutions, laws, and City policies and procedures. The School District cannot be held liable or responsible for the SRO's failure to comply with these obligations.

The SRO will be responsible for carrying out his/her duties at the assigned schools.

- ◆ SRO are “non-exempt” employees covered by the federal Fair Labor Standards Act and the Montana Wage and Hour laws. Wages, benefits, and other terms and conditions of employment comply with those laws, the City employment contract, and the current collective bargaining agreements between the Montana Public Employees Association-Billings Police Unit and the City.
- ◆ SRO are governed by the rules, policies, shifts, schedules, procedures and practices of the Billings Police Department and the City of Billings, under the supervision of an assigned Sergeant.
- ◆ SRO are encouraged to be a part of student groups and school staff when requested, and to work as a team with school administration for the betterment of students and the school and neighborhood environment as a whole.
- ◆ SROs are encouraged to work extra curricular activities as requested by the school administrator. It is recognized by all parties that these assignments provide further opportunities for crime prevention and crime detection. The SRO will not be used as a replacement security officer for off-duty/special duty assignments. If security is needed at special events, the School District is encouraged to employ its own security personnel or contract with a private security provider. All work outside of school hours shall be approved by the assigned Police Department Supervisor in advance and will be consistent with the federal and state wage and hour laws and the collective bargaining agreement. The cost of any overtime will be the responsibility of the City of Billings. The School District shall provide documentation to the City of Billings regarding any additional hours, if requested.
- ◆ SROs are expected to keep the school principal or his designee informed about law enforcement action which occurs on school property and/or which may involve a student unless the information cannot be released pursuant to the Montana Criminal Justice Information Act. The City and School District agree to cooperate with each other during their respective investigations.
- ◆ SROs are expected to attend all training, meetings, and appointments assigned by the Police Department. It is recognized that some of these will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible, but the potential exists that such requirements will take precedence over school presence. The SROs shall strive to keep the school principal or designee informed about such absences as appropriate on a need to know basis.

- ◆ If the SRO is absent from work, the SRO shall notify the City of Billings in accordance with its usual protocols and the Principal of the school to which the SRO is assigned. If during the SRO absence an incident arises that requires police involvement, the School District shall notify the Police Department who shall provide an officer to respond to the incident.
- ◆ It is the intent of the parties that the SRO duty hours shall conform to the school day. Duty assignment in the summer months, when school is not in session, will be under the direction of the Police Operations Commander. SROs may also be required to work regular police duty assignments at other times when school is not in session, when so directed by the Police Operations Commander.
- ◆ The SROs shall coordinate closely with the school Principals on all matters and seek guidance, permission, and advice as to any actions or activities that are not law enforcement. The Principal has the primary responsibility for education and maintaining discipline at the school, and the SRO is there to assist the Principal as the Principal determines is necessary. In so doing, the SRO shall be the designee of the Principal in maintaining the safety of the physical plant of the school, which includes but is not limited to the building(s), ground(s), parking lot(s), locker(s) and other public school property. The Principal and SRO will develop a system of record-keeping by which the SRO logs and shares information that is relevant to school administration's management of the school.
- ◆ SROs will not be involved in ordinary school discipline, UNLESS it will prevent a disruption and/or situation that places someone at risk of imminent and serious harm. Disciplining students is a School District responsibility, and only when the Principal (or designee) and the SRO agree that SRO assistance is needed to maintain a safe and proper school environment will the Principal request such assistance and the SRO provide it. The SRO program is not intended to be a substitute for or relieve the school administrators of their responsibility for maintenance of discipline and good order in the schools.
- ◆ The School District shall provide training regarding school policies and procedures.

TRANSPORTING STUDENTS

SROs shall not transport students in Police Department vehicles except:

- i. When the student is a victim of a crime, under arrest, or some other emergency circumstances exist; or
- ii. When a student is suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent/guardian/caretaker has refused or is unable to

pick up the child within a reasonable time period and the student is disruptive/disorderly and his or her continued presence on campus is a threat to the safety and welfare of other students or school personnel. The student's parent/guardian/caretaker will be notified of this transportation prior to it occurring; or

iii. At the request of a parent/guardian/caregiver with approval of the principal, under exigent circumstances.

Prior to transporting any student, school administration and/or the SRO must determine that the student's parent/guardian/caregiver is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.

SROs shall notify school administration prior to removing a student from campus.

ACCESS TO EDUCATION RECORDS

A. School administration shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law and constitution. School administration and the SRO may share information and provide assistance to each other concerning problems and issues affecting the schools to the extent allowed by law and constitution.

B. If confidential information in a student's record is needed in an emergency to protect the health and safety of the student or other individuals, school administration may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need for the information to meet the emergency, and the extent to which time is of the essence. The SRO shall not disclose that information to anyone else except as allowed by law.

C. If the SRO requests confidential student records or information, but no emergency exists, the information may only be released to the SRO as allowed by law, constitution, and policy. Directory information, as defined by FERPA and policy, is not confidential and is available to the SROs.

INDEMNIFICATION

The School District shall provide, at its own expense, adequate liability insurance coverage. The School District shall defend, indemnify, and hold harmless the City and the SROs from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses, and reasonable attorney's fees, arising from the negligent or wrongful acts or omissions of the School District, its trustees, employees, agents, or representatives.

The City of Billings shall provide, at its own expense, adequate liability insurance coverage. The City shall defend, indemnify, and hold harmless the School District, its trustees, agents, employees, representatives, and volunteers from any and all claims for

loss or damage to property or injury or death to persons, arising from the negligent or wrongful acts or omissions of the City, its Council Members, Mayor, employees (including the SROs), agents, or representatives.

SELECTION AND FINANCIAL CONSIDERATION

One (1) officer will be selected by means of a joint selection committee, comprised of three (3) representatives from the School District who will be appointed by the Superintendent of Schools and the President of the Billings Catholic Schools, and three (3) representatives from the Billings Police Department who will be appointed by the Billings Chief of Police. The Selection Committee will make recommendations to the Chief of Police. While the Chief of Police will duly consider the Committee's recommendations, selection of each School Resource Officer is within the sole discretion of the Chief of Police. In return for services provided by the officer, the School District will pay to the City of Billings the sum of seventy-three thousand nine hundred twenty five dollars (\$73,925) to cover the salary and benefits for an entry level officer for 12 months. Payment shall be made no later than three days before the start of school.

Both schools will provide a private office, office furnishings, telephone, a computer, and any other necessary office supplies to the SRO for his/her use in the school. The School District (Career Center) will also provide reimbursement for any required police equipment, including radios and a motorized vehicle to the SRO needed for completion of duties. The Police Department will provide to its SROs any required police equipment, including but not limited to radios and motorized and non-motorized vehicles.

PARTNERSHIP WITH BILLINGS CATHOLIC SCHOOLS

The parties agree that twenty (20) percent of the Career Center SRO time will be used to provide services to Billings Catholic Schools. The parties further agree that BCS will reimburse the School District for twenty (20) percent of all costs incurred under this agreement. Reimbursement will be made by BCS to the School District within thirty (30) days of the date of the School District's payment. The School District is responsible for assessing BCS for its share of the SRO and related costs under this agreement.

PROGRAM ASSESSMENT

SROs, School Administration for the respective middle and/or high schools, and the assigned Police Supervisor will meet at the beginning of each school year to set the goals and objectives of the SRO for the respective school. An assessment mechanism will be developed jointly that will be used to determine the effectiveness of the SRO program. The School Resource Officer Program will be assessed annually, and the evaluation will be conducted jointly by the Billings Police Department and Billings Public Schools. Quarterly and year end meetings will be held to determine progress and to make adjustments as needed.

The following topics, at a minimum, will be used to evaluate the program:

- ◆ Success of established goals and objectives.
- ◆ An internal survey of high school administration, faculty and student council members, primarily concerning perceptions of safety and security.
- ◆ Traditional police-citizen contacts (warnings, citations, arrests, FIRs, etc.).
- ◆ Non-traditional police-citizen contacts (meetings attended, problem areas addressed, student or family interviews, etc.).
- ◆ Surrounding neighborhood feedback and reaction to police efforts to address issues concerning the schools and students.
- ◆ Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the Principal.

In addition, each officer's effectiveness in the program will be evaluated at the end of each school term. School District administration, through the Superintendent or designee, will provide input into the evaluation, including information regarding and supporting any dissatisfaction. This input may include a recommendation to the Chief of Police that the officer not be assigned to that school the following year. The Chief of Police will seriously consider the evaluation and the input of the Superintendent when assigning an officer to a building, and will make a good faith effort to address any concerns raised. Ultimately, however, the final decision on which officer will be assigned as a school resource officer and where is within the sole discretion of the Police Chief.

EFFECTIVE DATE

This Memorandum of Understanding is effective July 1, 2018, and shall remain in effect through June 30, 2019, unless renewed by agreement of both parties or terminated as provided herein.

TERMINATION OF AGREEMENT

Either party may terminate this agreement upon sixty (60) days written notice to the other party. If this agreement is terminated by the School District, then the full balance of the amount paid will be retained by the City of Billings. If the agreement is terminated by the City of Billings, then the pro-rated balance of the amount paid will be refunded to the School District who will reimburse Billings Catholic Schools with its portion. The pro-rated balance will be based on the total number of school days for the 2018-2019 school year and the number of school days remaining after the date of termination of the agreement. Both parties will cooperate to complete any investigations and to participate in any court or disciplinary proceedings which extend beyond the termination of this agreement.

NOTICES

All requests, notices, payments, demands, authorizations, directions, consents, waivers or other documents required or permitted under this Agreement shall be in writing and shall

be delivered in person to, or deposited postage prepaid and return receipt requested in the registered or certified mails of the United States, addressed to the City of Billings at:

Chief of Police, Billings Police Department, City of Billings,
P. O. Box 1554, Billings, MT 59103

or to Billings Public Schools at:

Superintendent, Billings Public Schools,
Lincoln Center, 415 North 30th Street
Billings, MT 59101

Or to Billings Catholic Schools at:

President
Billings Catholic Schools
P.O. Box 31158
Billings, MT 59107

Notice is deemed given upon receipt.

MODIFICATION; ENTIRE AGREEMENT OF PARTIES EXPRESSED

This Memorandum of Understanding expresses the entire agreement of the parties. No modification of this Agreement shall be valid or binding unless the modification is in writing, dated, and signed by both parties.

Executed this ____ day of _____, 2018.

BILLINGS PUBLIC SCHOOLS

Attest:

Clerk of the District

By:_____
Terry Nelsen Bouck, Superintendent

CITY OF BILLINGS

Attest:

City Clerk

By:_____
William A. Cole, Mayor

BILLINGS CATHOLIC SCHOOLS

Approved:

Shaun Harrington, President

Approved as to form and content:

City Attorney

Attorney for Billings Public Schools

ADDENDUM

**FEE STRUCTURE FOR MIDDLE SCHOOL AND HIGH SCHOOL RESOURCE
OFFICER PROGRAM**

Six Middle Schools – Four Officers	\$206,090
Police Interceptor	\$27,946
Interior Patrol Car Equipment	\$29,848
One-time officer costs for uniforms and equipment	\$ 7,967
High Schools (Skyview, Senior, West) – Three Officers	\$ 69,890
 TOTAL:	 <u>\$341,741</u>

Regular City Council Meeting

Meeting Date: 06/11/2018

TITLE: Donation Pet Oxygen Recovery Masks from Girl Scout Troop #2213

PRESENTED BY: William Rash, Fire Chief

Department: Fire

Presentation: No

PROBLEM/ISSUE STATEMENT

Girl Scouts from troop #2213 have donated pet oxygen mask kits because, losing a pet due to a fire or toxic fumes can be a devastating experience. Fires are reported every 73 seconds. An estimated 500,000 pets are affected annually by fires. 40,000 pets die each year, mostly from smoke inhalation.

Unlike humans who run out during fires, pets instinctively hide inside to protect themselves and far too many die of smoke asphyxiation. Human oxygen masks are not designed for pets. Pet oxygen masks are specially designed for pets and are cone shaped with a rubber seal at the base to allow a snug fit. This forces the mouth shut to deliver air directly into the nostrils, providing a direct flow and making recovery quicker and more effective. Pet oxygen mask kits retail for \$68 to \$120 per kit. Council must approve all donations above \$500.

ALTERNATIVES ANALYZED

City Council may approve or disapprove accepting this donation.

FINANCIAL IMPACT

Pet oxygen mask kits retail for \$68.00 to \$120.00 per kit. This generous donation gives fire personnel another resource to revive pets suffering from smoke inhalation.

RECOMMENDATION

Staff recommends that the City Council accept this generous donation of Pet Oxygen Recovery Mask Kits from Girl Scout Troop #2213.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/11/2018

TITLE: Resolution for Pedestrian Skyway Between Parking Garage and Stillwater Building

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

The owners of the Stillwater Building located at 316 North 26th Street are constructing a parking garage on the opposite (east) side of North 26th Street. With the construction of the parking garage, the owners would like to construct a pedestrian skyway that connects the garage to the Stillwater Building. Per Billings, Montana City Code, Section 6-900, in order to construct the skyway it is necessary for City Council to approve a resolution authorizing and permitting construction and maintenance. This permit outlines the requirements for the skyway. Attached are plans for the skyway, resolution authorizing the permit, and a copy of the permit.

ALTERNATIVES ANALYZED

City Council may:

- Approve the resolution for the pedestrian skyway, or;
- Disapprove the resolution. If not approved, the owners will not be allowed to construct the pedestrian skyway.

FINANCIAL IMPACT

There is no significant financial impact to the City for approval of the resolution.

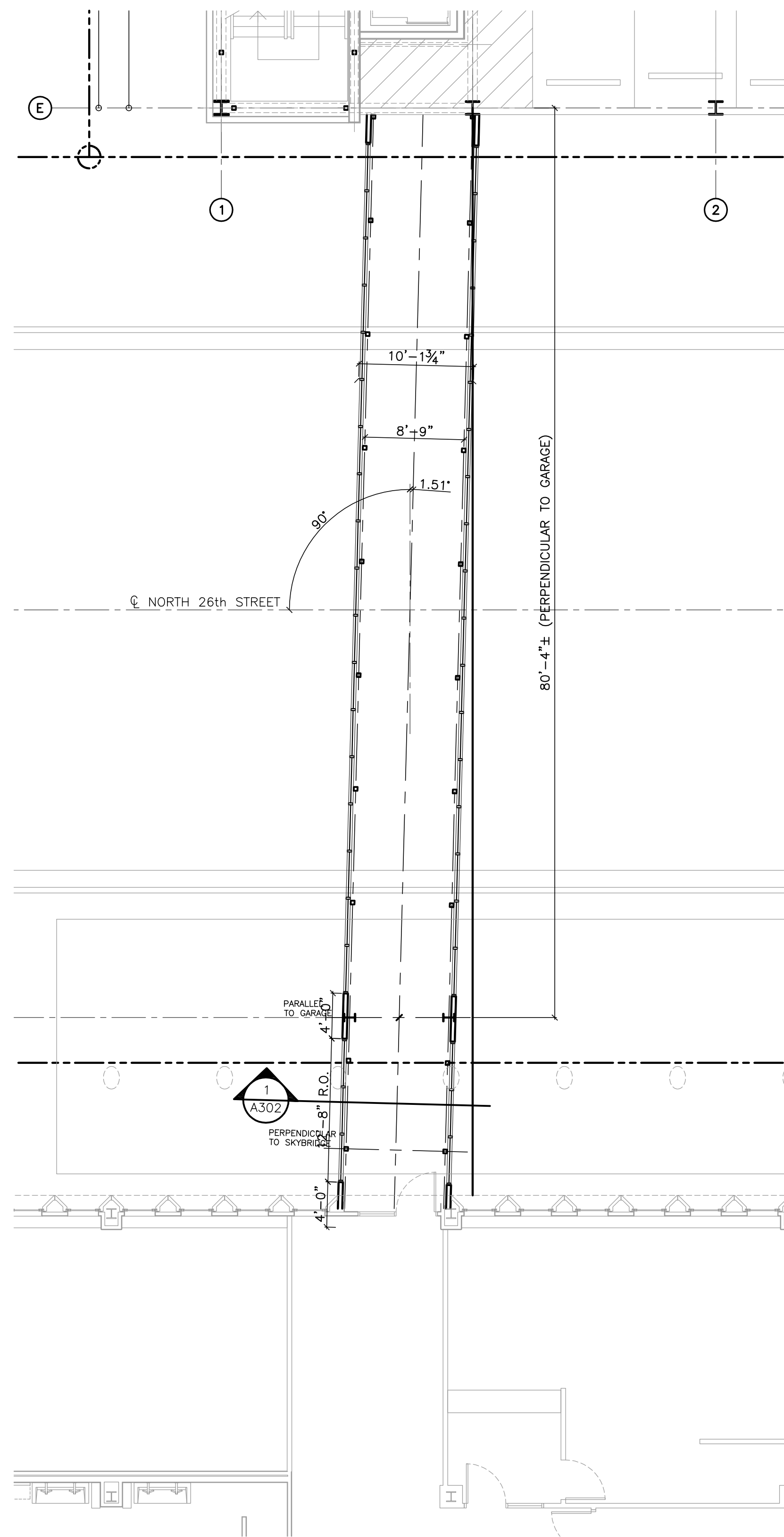
RECOMMENDATION

Staff recommends Council approve the resolution authorizing a permit for construction and maintenance of a pedestrian skyway at 316 N. 26th Street.

APPROVED BY CITY ADMINISTRATOR

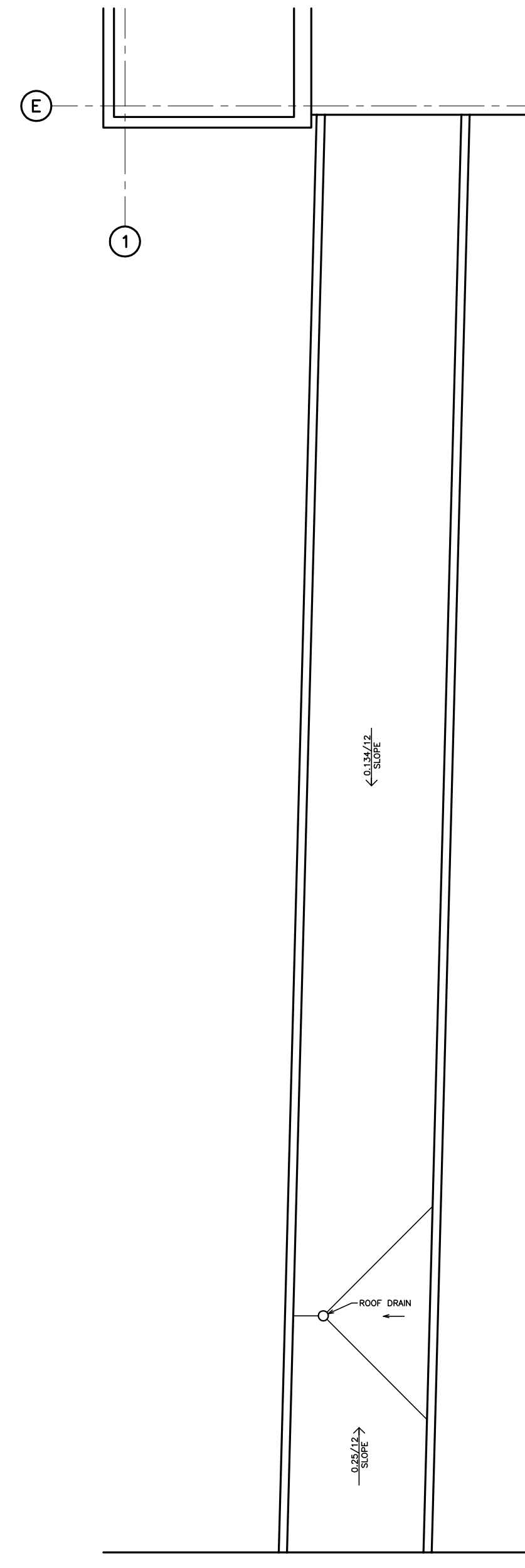
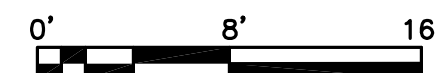
Attachments

- Pedestrian Skyway Plans
 - Description of Skyway
 - Encroachment Permit
 - Resolution authorizing permit
-



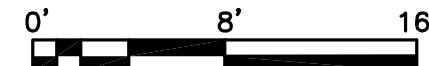
4
A108
SKYBRIDGE FLOOR PLAN

SCALE (11X17): 1/16"=1'-0"
SCALE (24X36): 1/8"=1'-0"

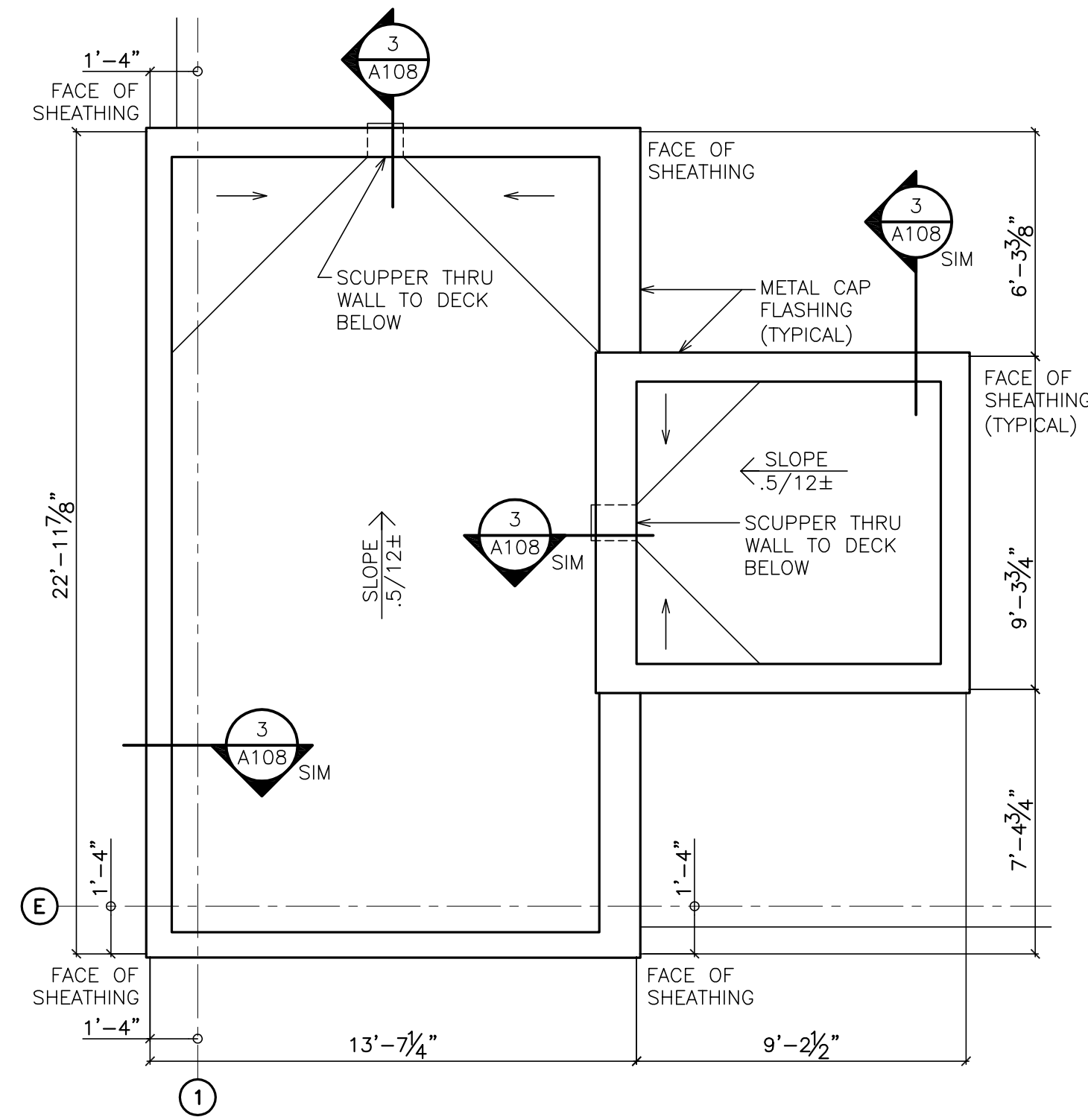


5
A108
SKYBRIDGE ROOF PLAN

SCALE (11X17): 1/16"=1'-0"
SCALE (24X36): 1/8"=1'-0"

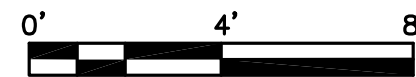


SEE ROOFING NOTE AT 1/A108

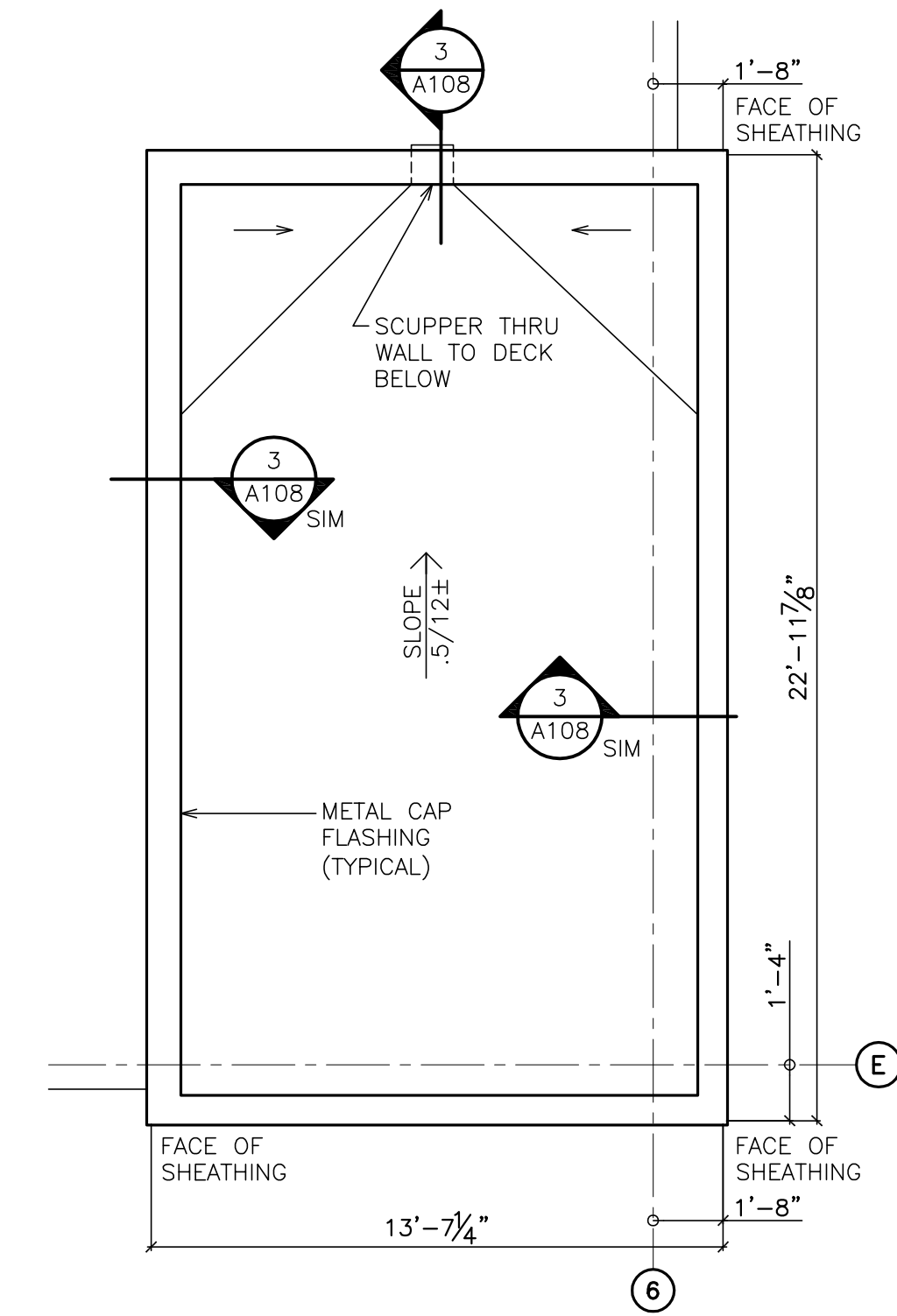


1
A108
STAIR 1/ELEVATOR ROOF PLAN

SCALE (11X17): 1/8"=1'-0"
SCALE (24X36): 1/4"=1'-0"

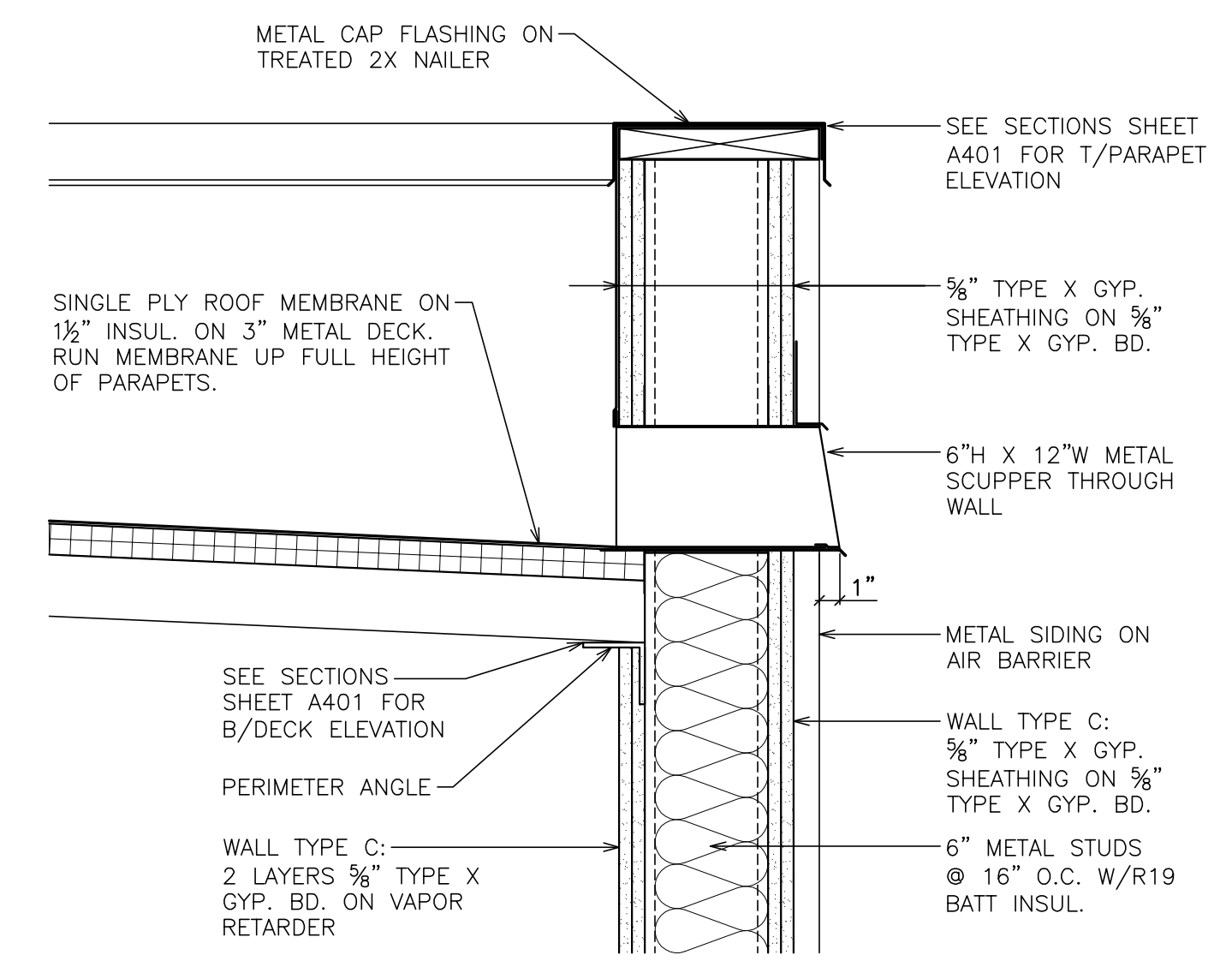


ROOFING NOTE:
SINGLE PLY, 60 MIL, TPO, FULLY ADHERED MEMBRANE ROOFING ON 1 1/2" HIGH DENSITY POLYISO INSUL. BD. ON 1 1/2" METAL DECK. RUN MEMBRANE UP FULL HEIGHT OF PARAPETS.



2
A108
STAIR 2 ROOF PLAN

SCALE (11X17): 1/8"=1'-0"
SCALE (24X36): 1/4"=1'-0"



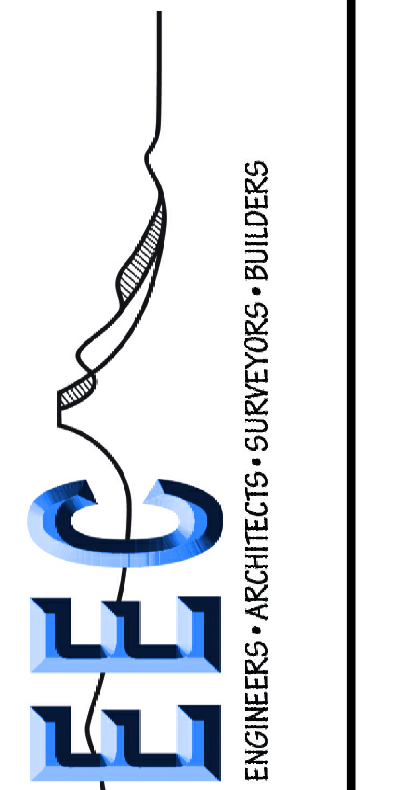
3
A108
TYPICAL PARAPET/SCUPPER DETAIL AT STAIR/ELEVATOR ROOF

SCALE (11X17): 3/4"=1'-0"
SCALE (24X36): 1 1/2"=1'-0"

PERMIT SET
SHEET#: **A108**

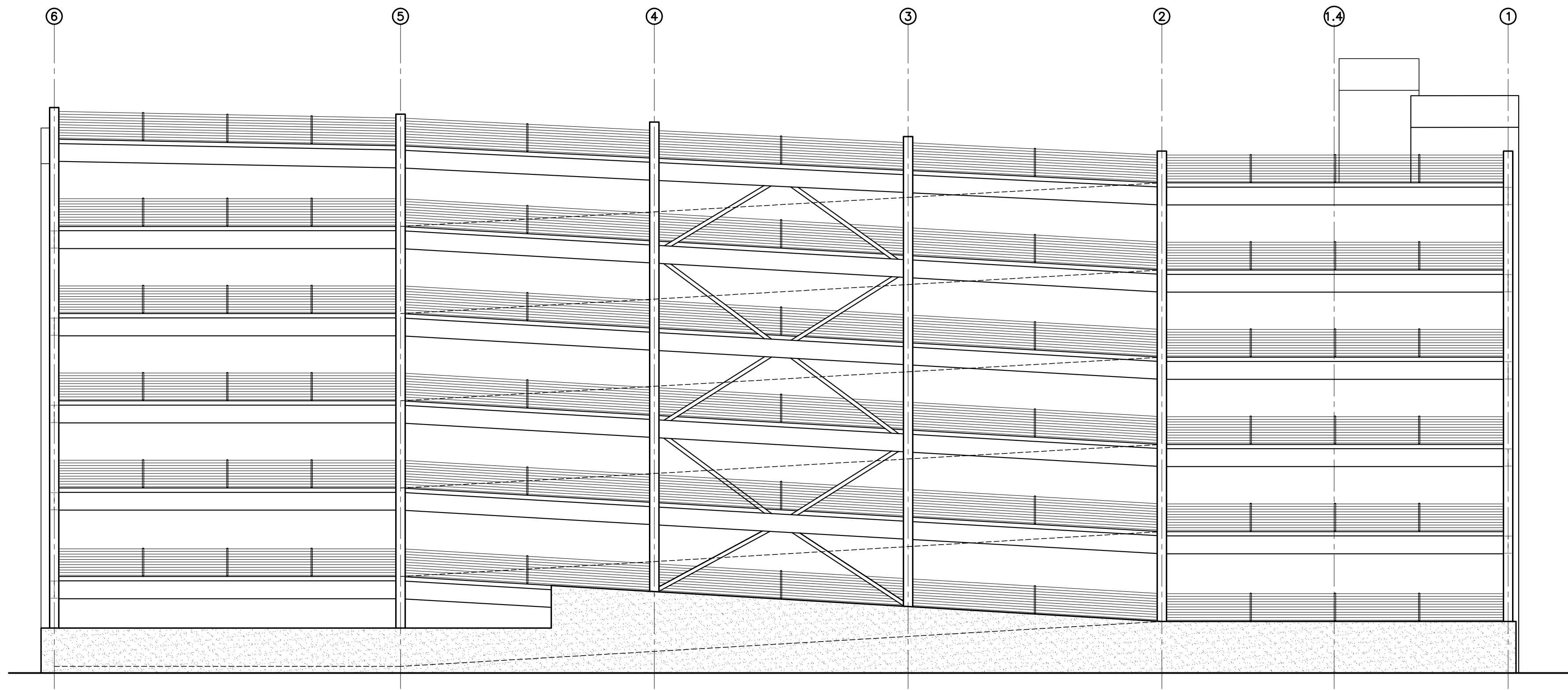
STILLWATER PARKING GARAGE
2549 3rd AVENUE NORTH
BILLINGS, MT 59101

EGGART ENGINEERING COMPANY
720 LOHWEST LANE
BILLINGS, MT 59106
OFFICE: 406-839-9151
FAX: 406-839-9150
www.eccmt.com

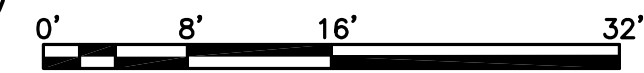


04-19-18

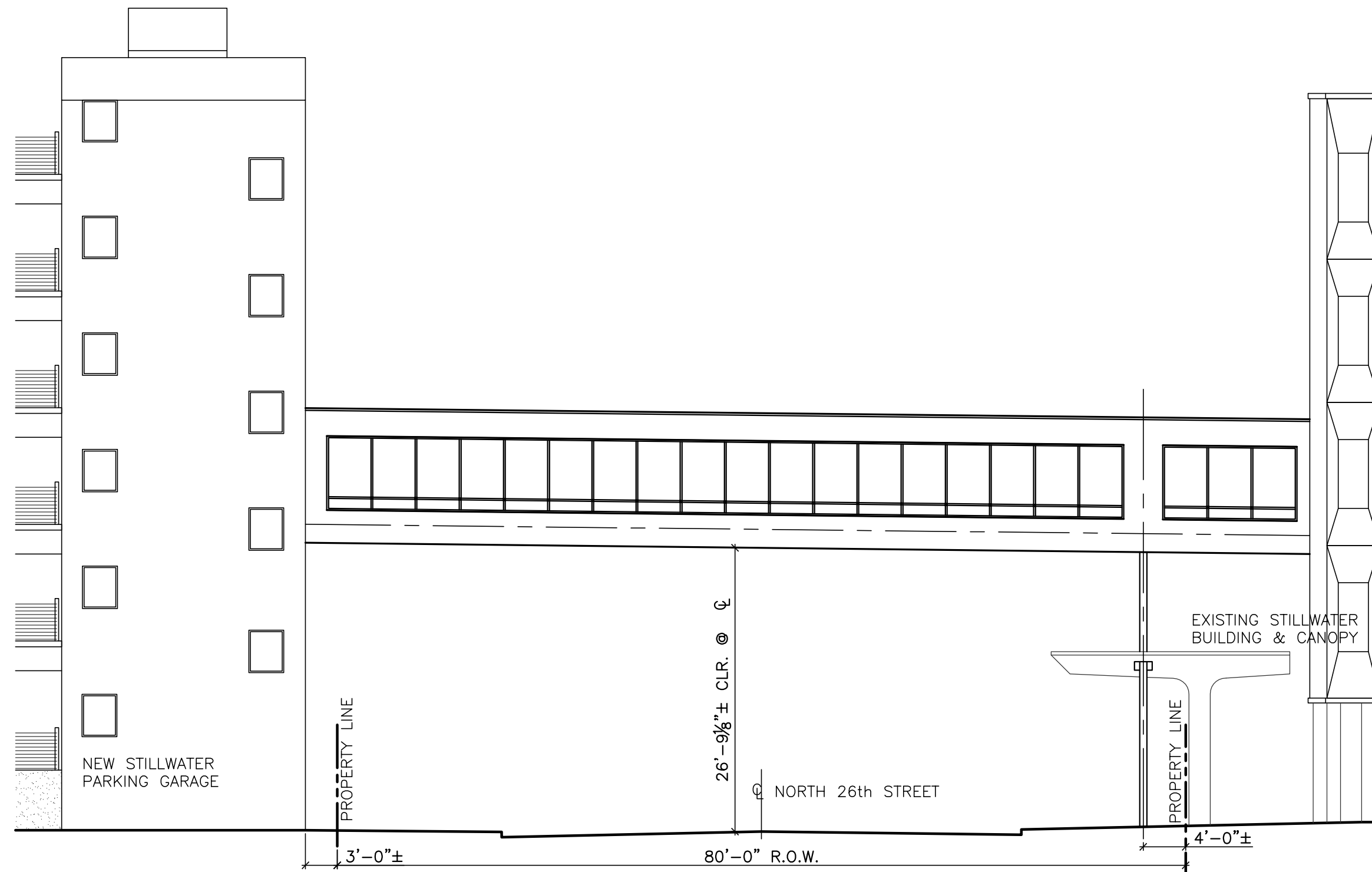
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Checked By: RLB
Date: 03-21-2018
Project #: STILLWATER PARKING GARAGE
Cadd file:



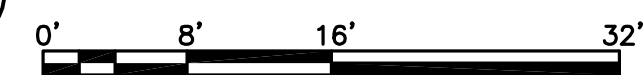
1 EAST ELEVATION
A202



SCALE (11X17): 3/64"=1'-0"
SCALE (24X36): 3/32"=1'-0"



2 SKYBRIDGE NORTH ELEVATION
A202



SCALE (11X17): 3/64"=1'-0"
SCALE (24X36): 3/32"=1'-0"

PERMIT SET
SHEET#: **A202**

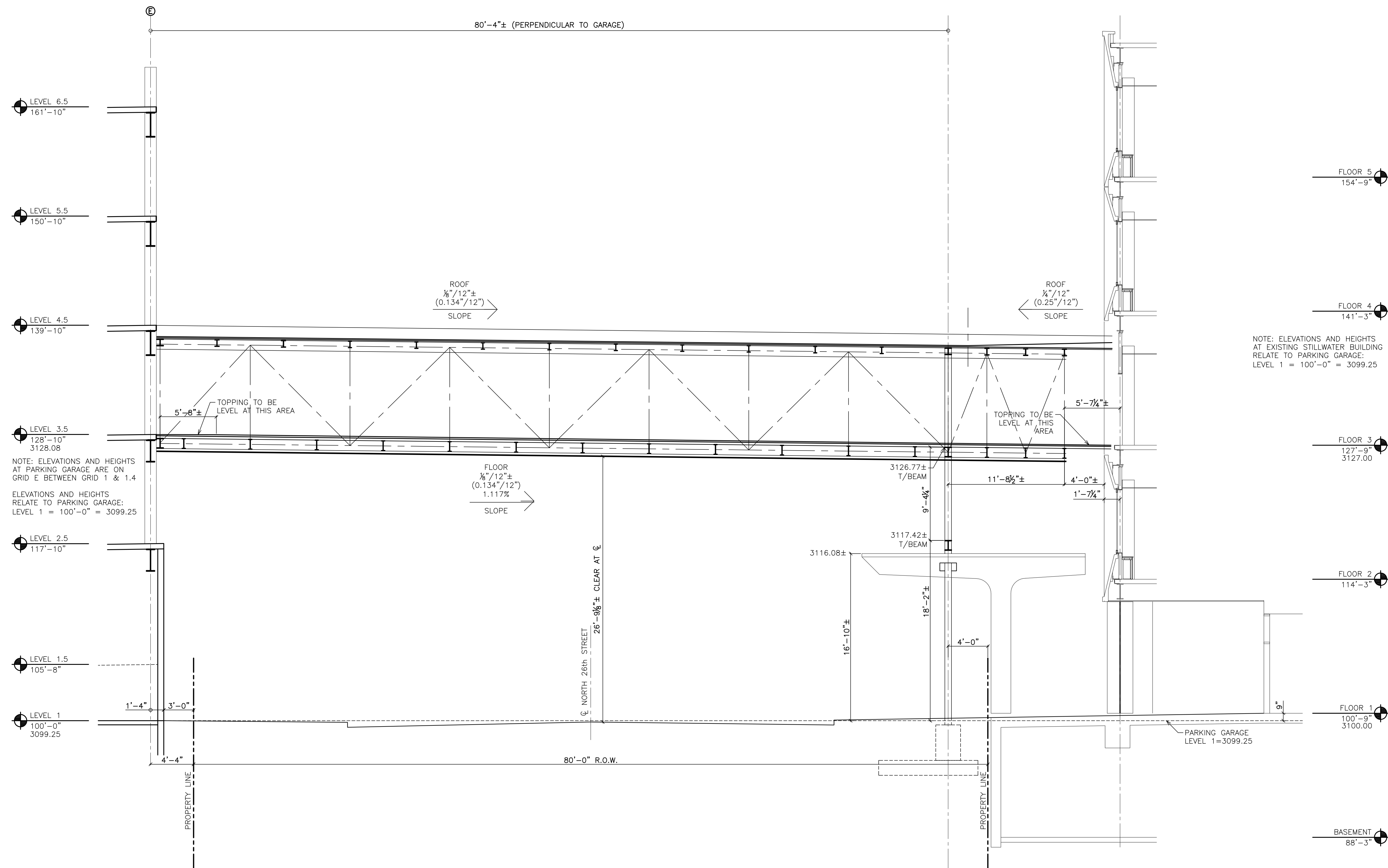
STILLWATER
PARKING GARAGE
2549 3rd AVENUE NORTH
BILLINGS, MT 59101

EGGART ENGINEERING COMPANY
720 LOHWEST LANE
BILLINGS, MT 59106
OFFICE: 406-839-9151
FAX: 406-839-9150
www.eccmt.com



04-19-18

Drawn By: RLB
Checked By: _____
Date: 03-21-2018
Project #: PARKING GARAGE
Cadd file: _____



LEVEL 6.5
161'-10"

LEVEL 5.5
150'-10"

LEVEL 4.5
139'-10"

LEVEL 3.5
128'-10"
3128.08

NOTE: ELEVATIONS AND HEIGHTS AT PARKING GARAGE ARE ON GRID E BETWEEN GRID 1 & 1.4
ELEVATIONS AND HEIGHTS RELATE TO PARKING GARAGE:
LEVEL 1 = 100'-0" = 3099.25

LEVEL 2.5
117'-10"

LEVEL 1.5
105'-8"

LEVEL 1
100'-0"
3099.25

FLOOR 5
154'-9"

FLOOR 4
141'-3"

FLOOR 3
127'-9"
3127.00

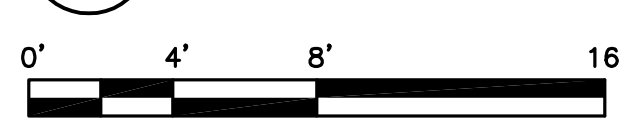
FLOOR 2
114'-3"

FLOOR 1
100'-9"
3100.00

BASEMENT
88'-3"

NOTE: ELEVATIONS AND HEIGHTS AT EXISTING STILLWATER BUILDING RELATE TO PARKING GARAGE:
LEVEL 1 = 100'-0" = 3099.25

1 SKYBRIDGE SECTION
A201



SCALE (11x17): 3/32"=1'-0"
SCALE (24x36): 3/16"=1'-0"

PERMIT SET
SHEET#: **A301**

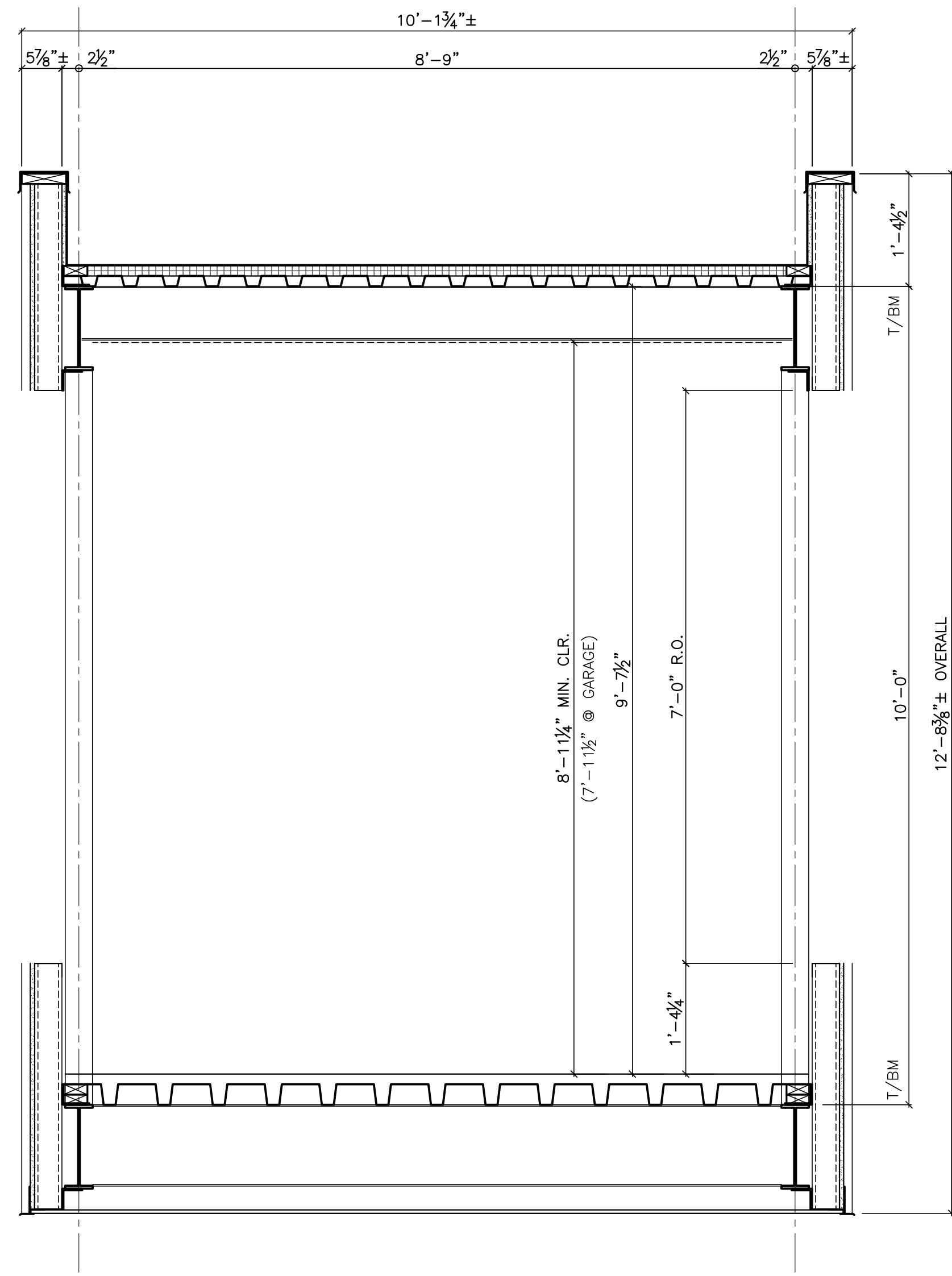
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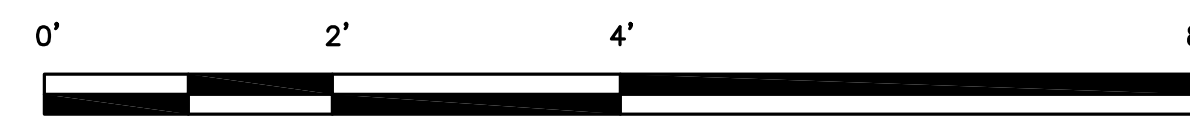
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Checked By:
Date: 03-21-2018
Project #: PARKING GARAGE
Cadd file:



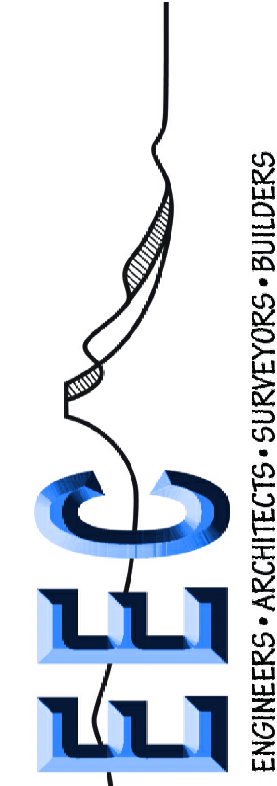
1 SKYBRIDGE SECTION
A302

SCALE (11X17): 3/16"=1'-0"
SCALE (24X36): 3/8"=1'-0"



Drawn By: RLB
Checked By:
Date: 03-21-2018
Project #: PARKING GARAGE
Cadd file:

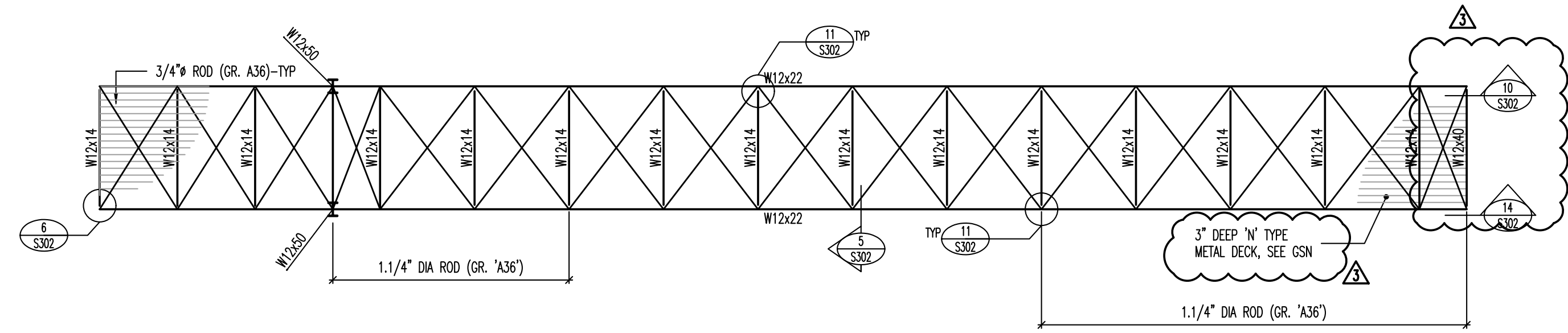
04-19-18



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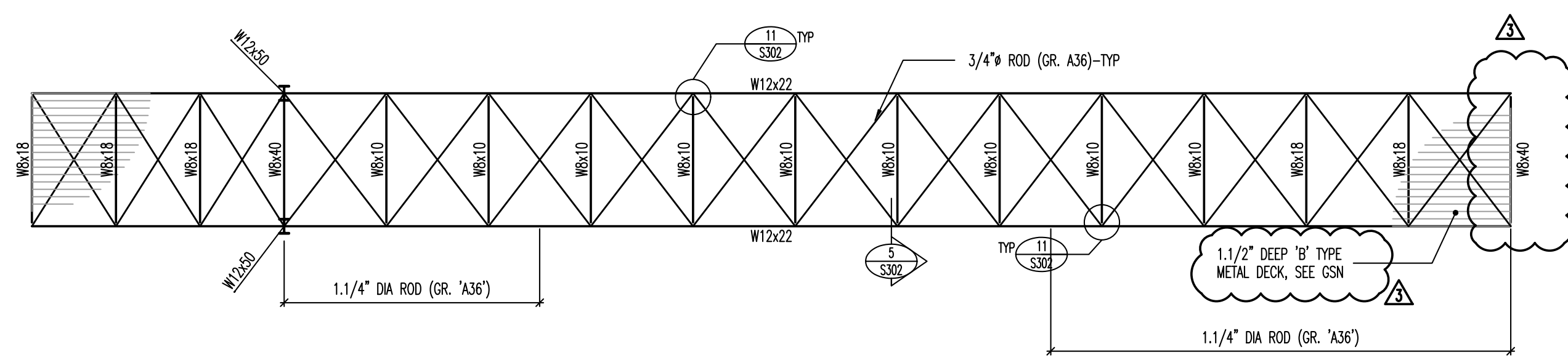
STILLWATER
PARKING GARAGE
2549 3rd AVENUE NORTH
BILLINGS, MT 59101

PERMIT SET
SHEET#: A302



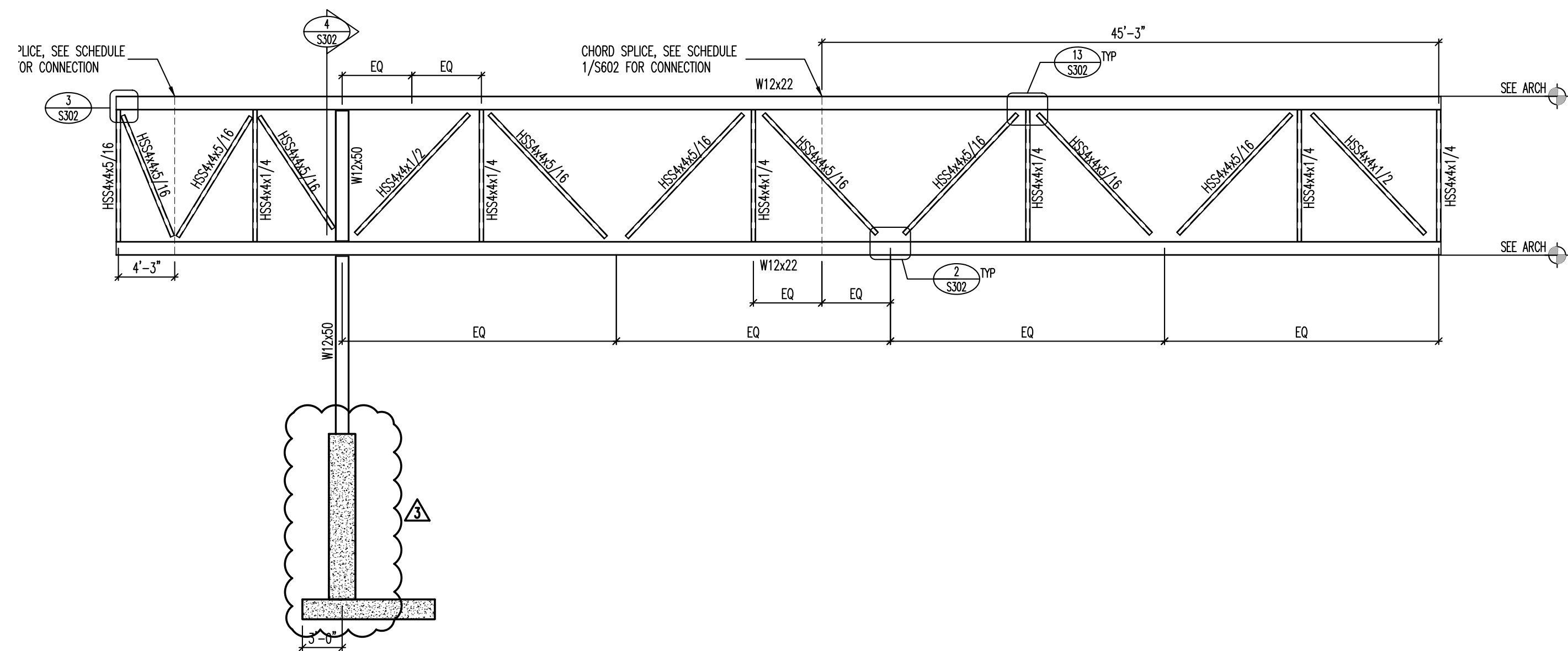
1 SKYBRIDGE FLOOR FRAMING PLAN

SCALE: 1/8"=1'-0" 0 4' 8' 16'

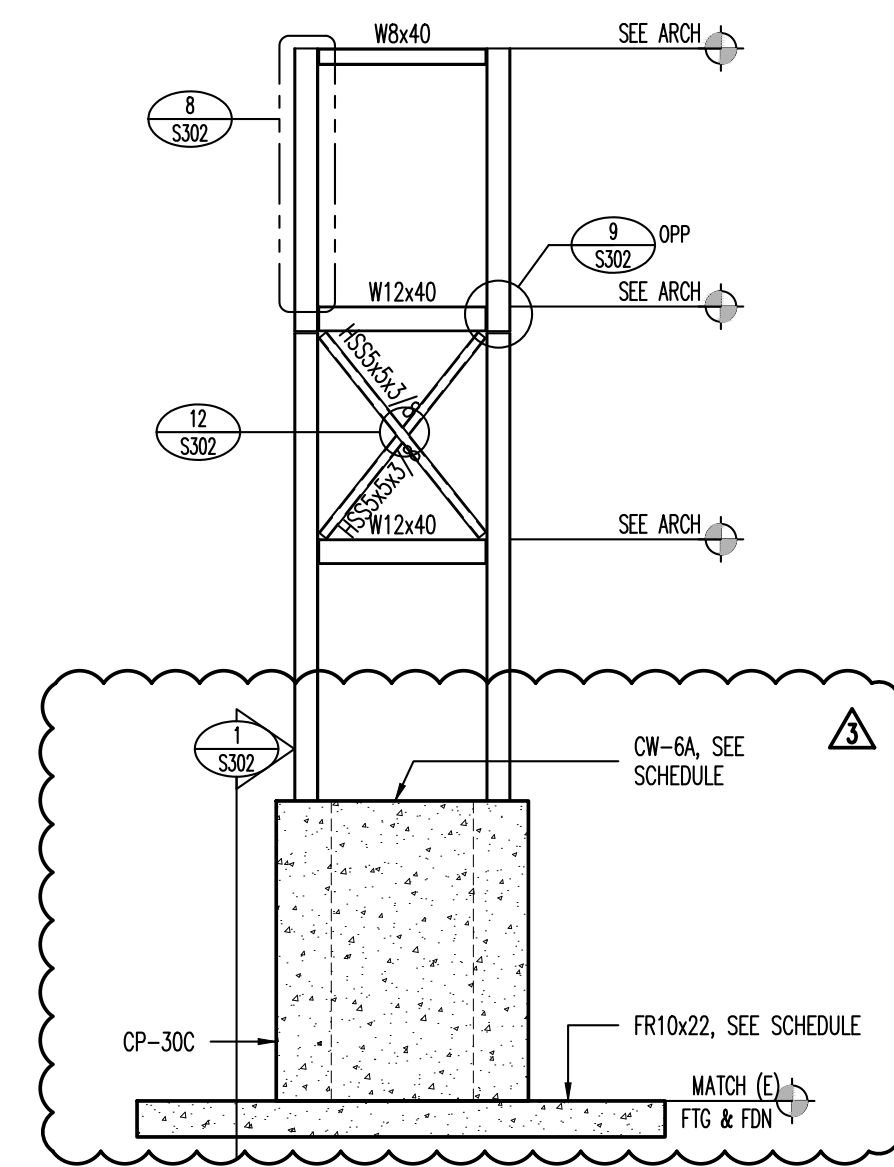


2 SKYBRIDGE ROOF FRAMING PLAN

SCALE: 1/8"=1'-0" 0 4' 8' 16'



3 SKYBRIDGE TRUSS FRAME ELEVATION

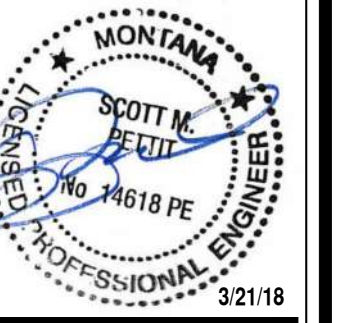


4 BRACED MOMENT FRAME ELEVATION



BHB STRUCTURAL
2766 S. Main Street
Salt Lake City, Utah 84115
801.355.5656
bhb@bhbengineers.com

STAMP:



CLIENT:



2002 MORGAN ROAD
SUNNYSIDE, WA 98902
(509) 837-7008
FAX (509) 837-8064

PROJECT:

NEW PARKING GARAGE
XXX NORTH 26TH STREET
BILLINGS, MT 59101

REVISIONS:

No.	Revision	Date
1	Fig & fcn revisions	3/21/18
2	REVISION 2	4/12/18
3	REVISION 3	4/19/18

PROJECT INFO:

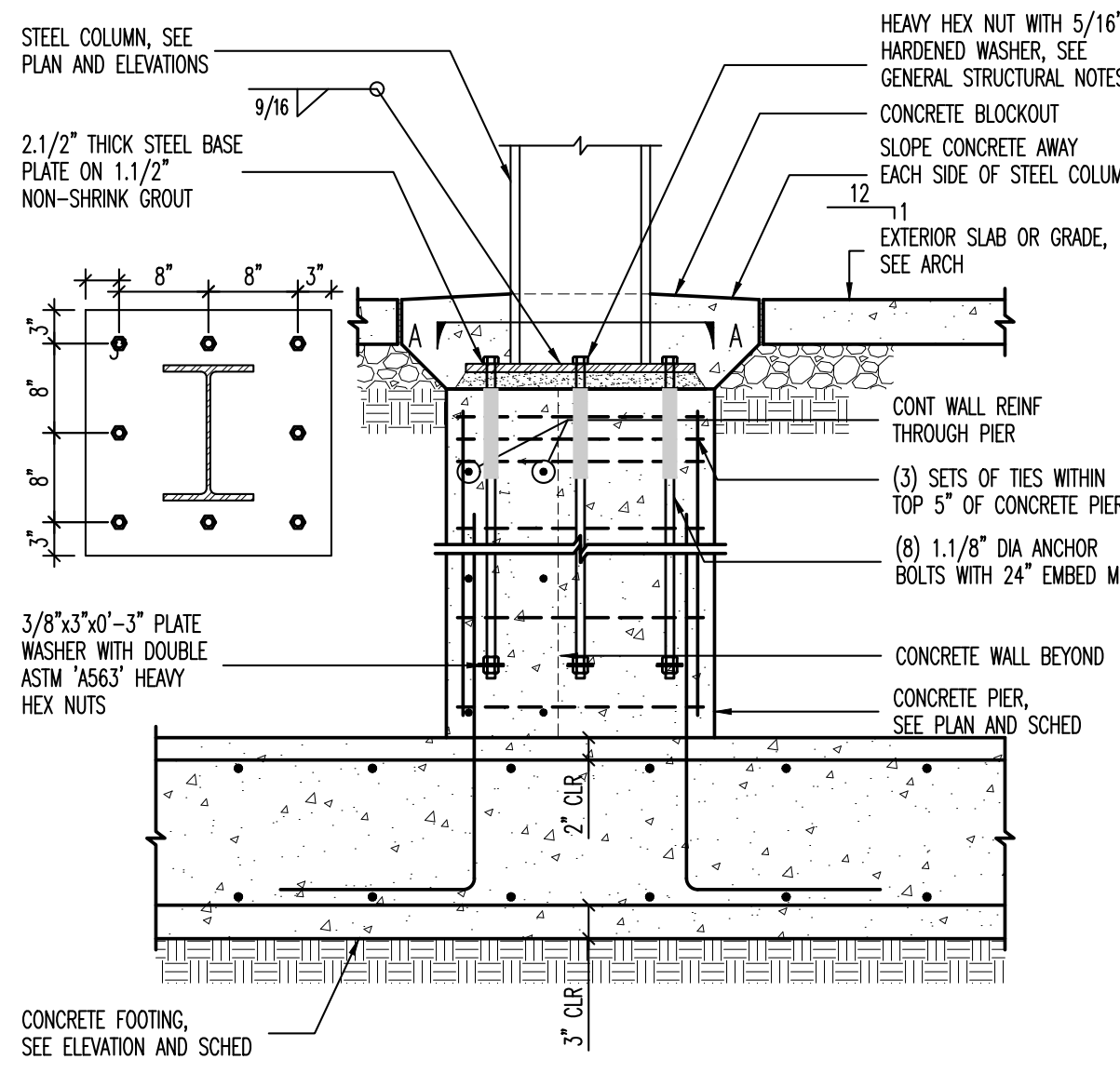
PROJECT No. 180117
ISSUE: PERMIT
DATE: 3-21-18
ENGINEERED BY: FZ AND AP
DRAWN BY: MP
CHECKED BY: DB
COPYRIGHT: 2018 - BHB
CONSULTING ENGINEERS, P.C.

SHEET TITLE:

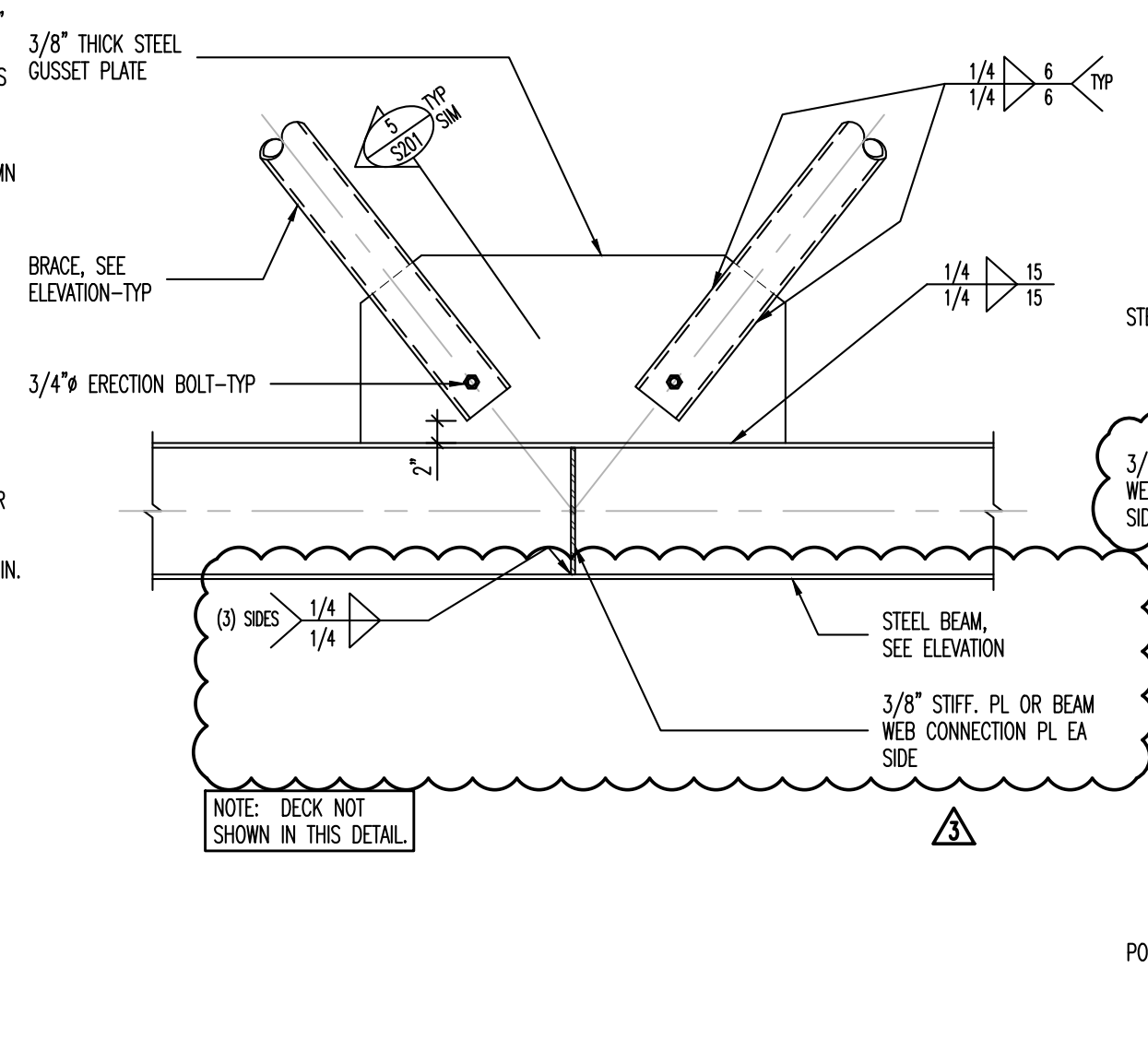
SKYBRIDGE
FRAMING PLANS
AND ELEVATIONS

SHEET NUMBER:

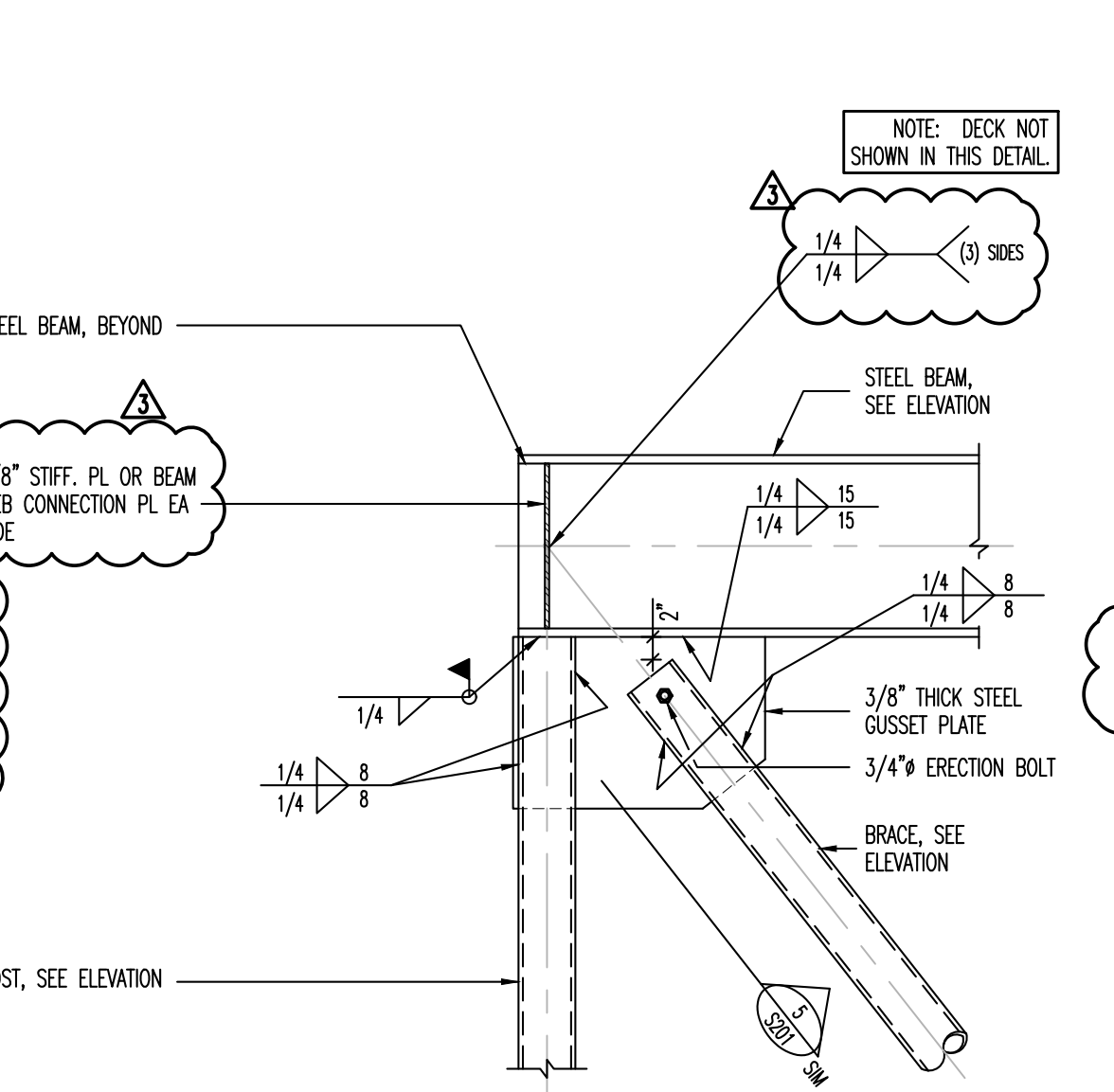
S301



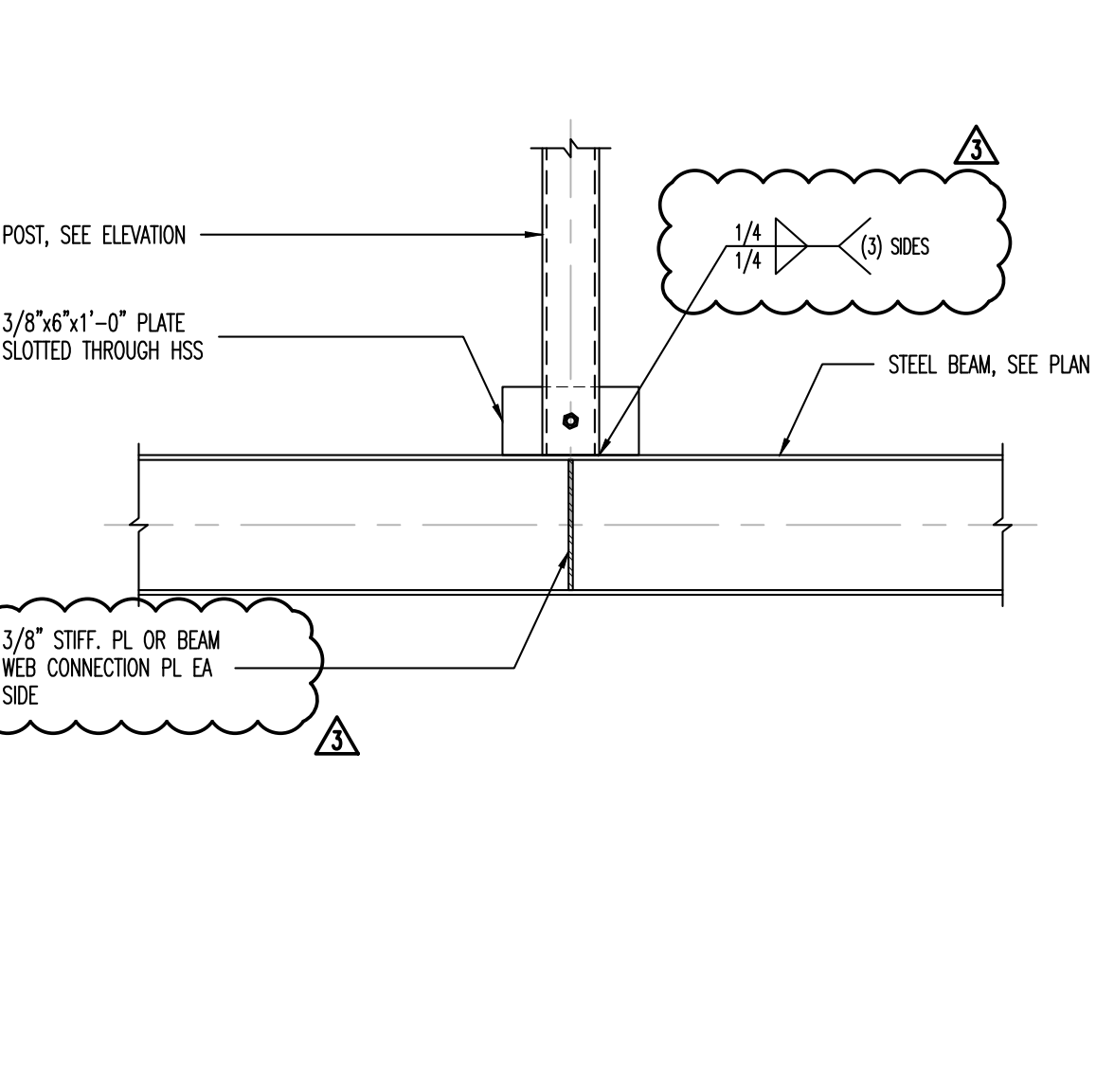
1 TYPICAL CONCRETE PIER ON CONCRETE FOOTING NO SCALE



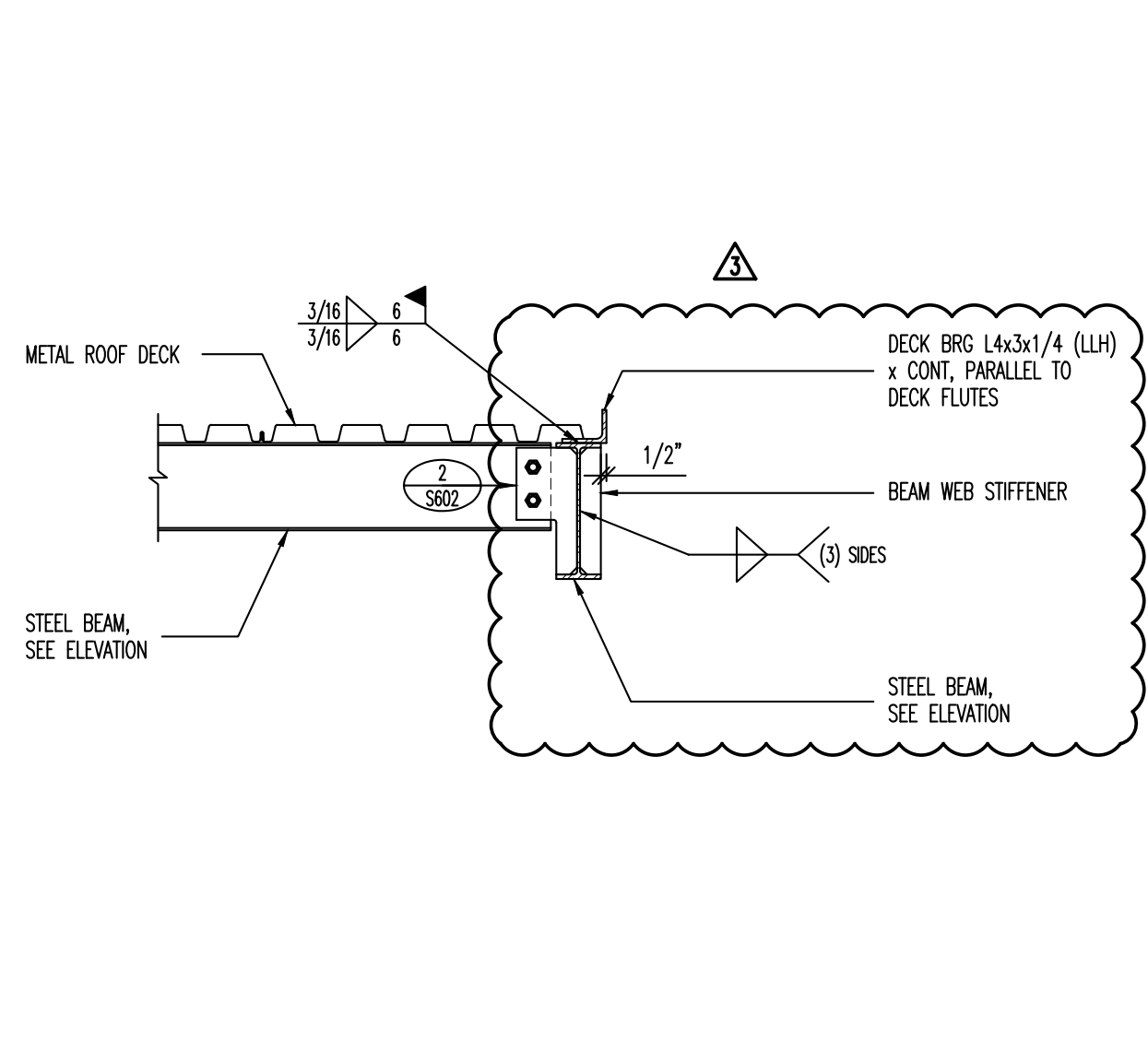
2 BRACED FRAME CONNECTION DETAIL NO SCALE



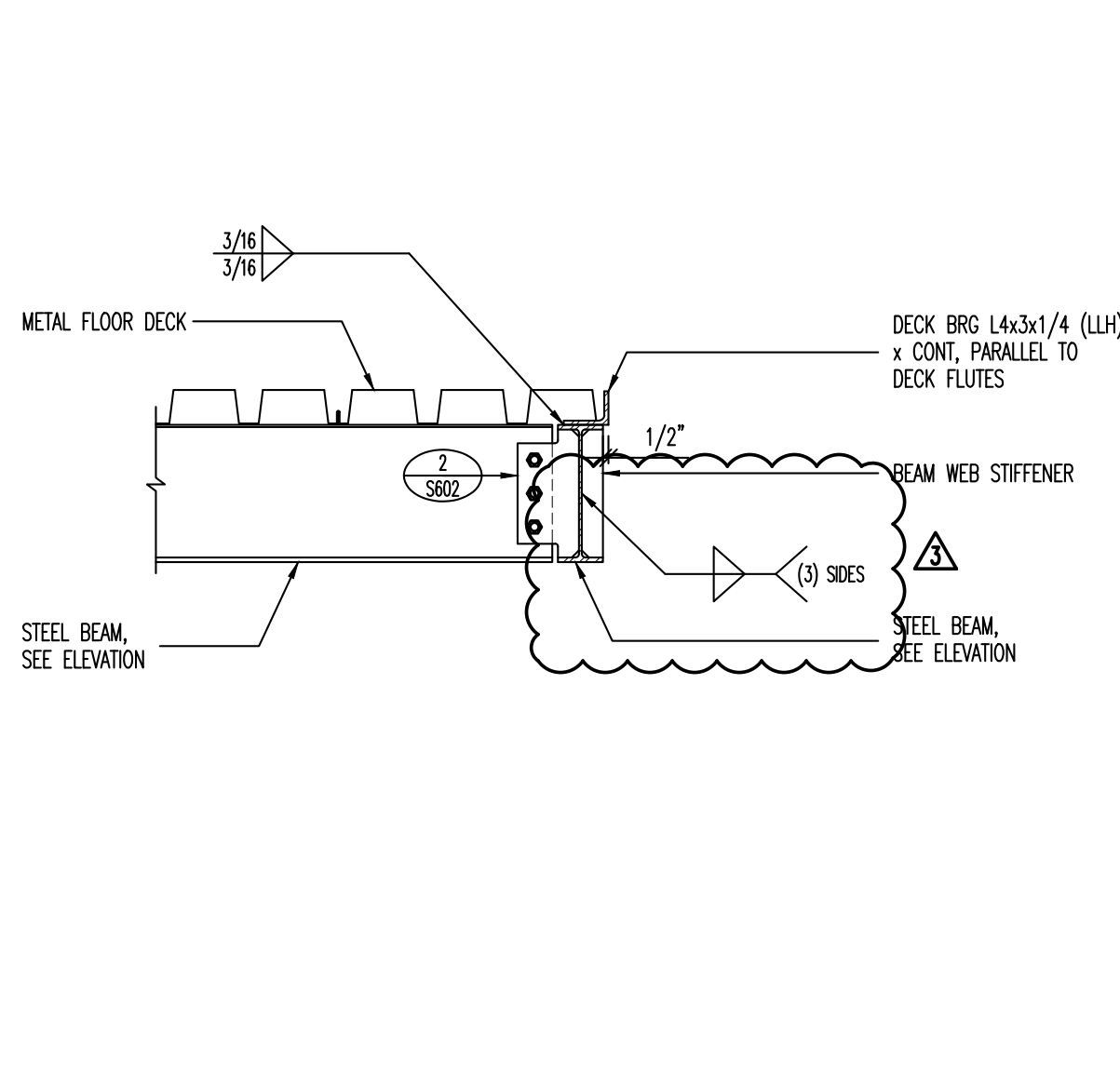
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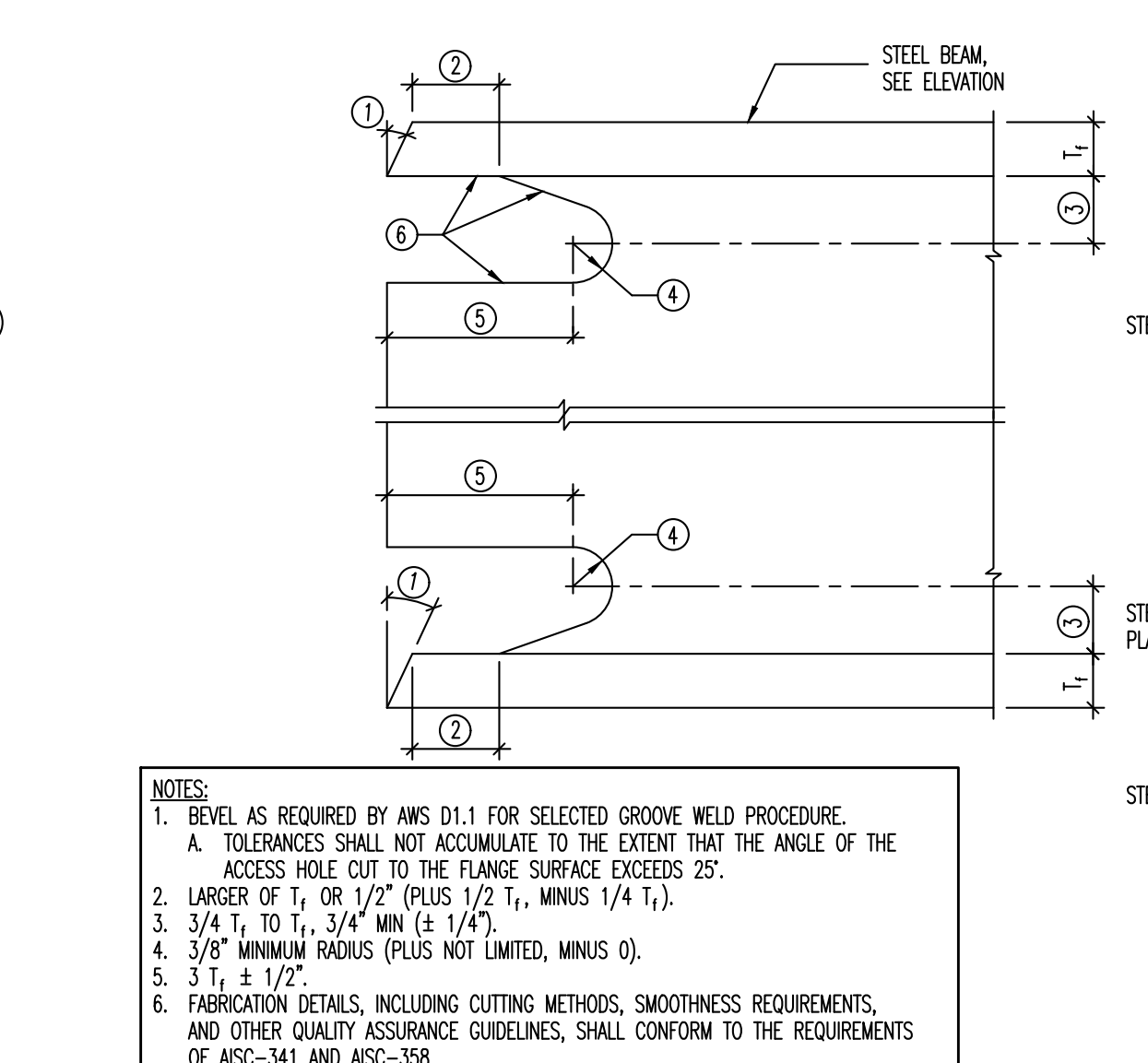
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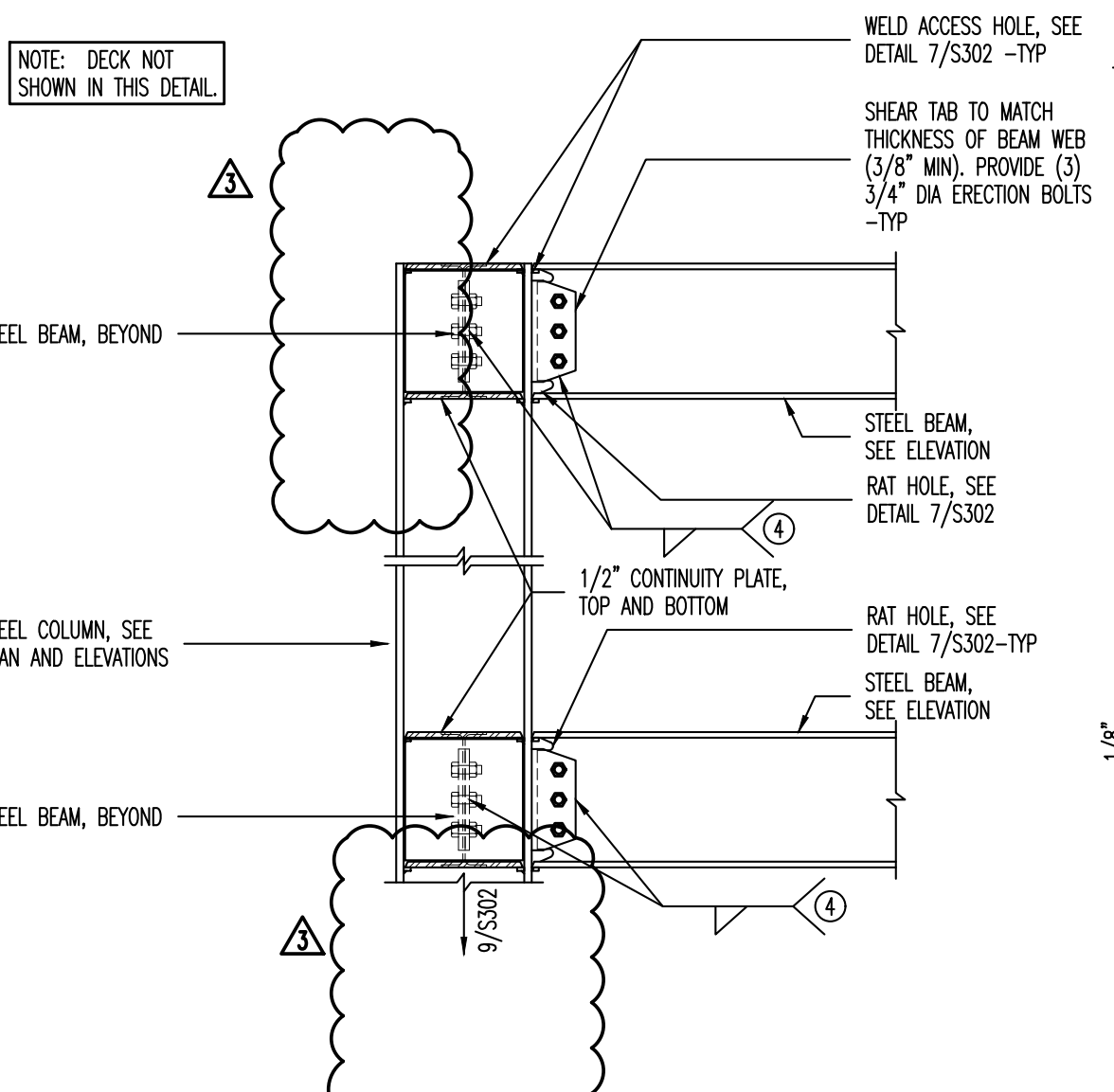
5 STEEL BEAM AT STEEL BEAM NO SCALE



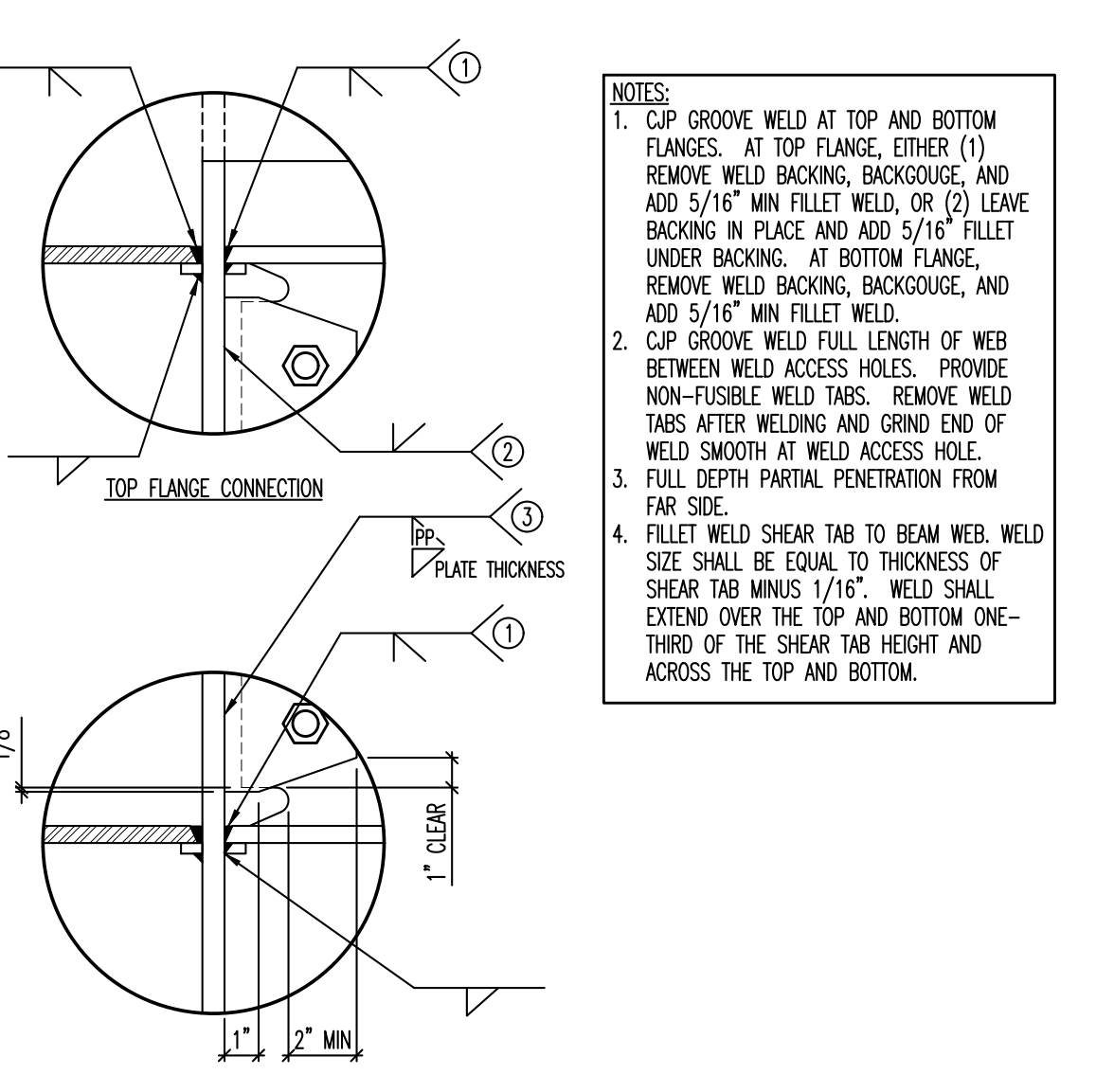
6 STEEL BEAM AT STEEL BEAM NO SCALE



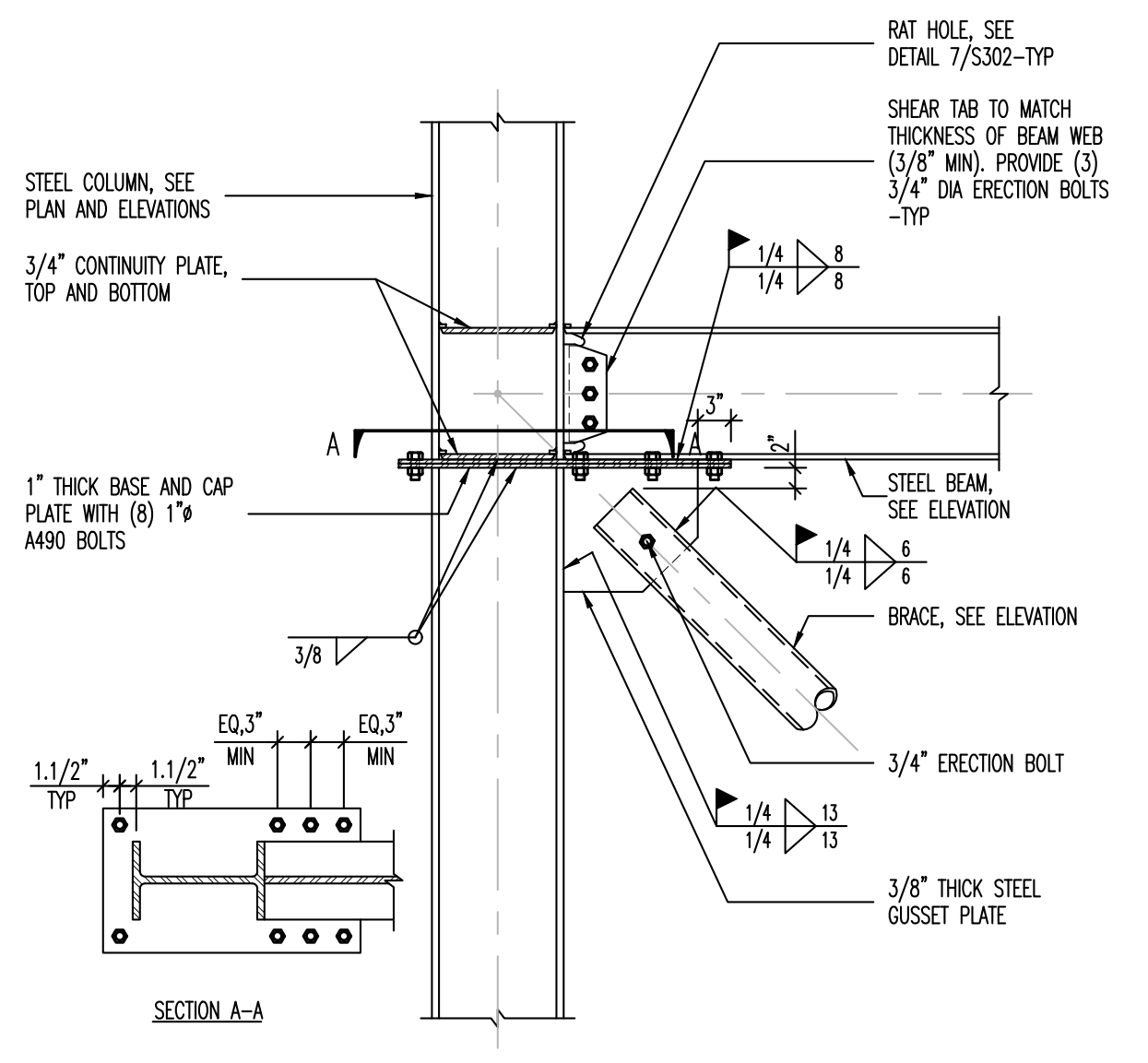
7 RATHOLE DETAIL AT MOMENT CONNECTION NO SCALE



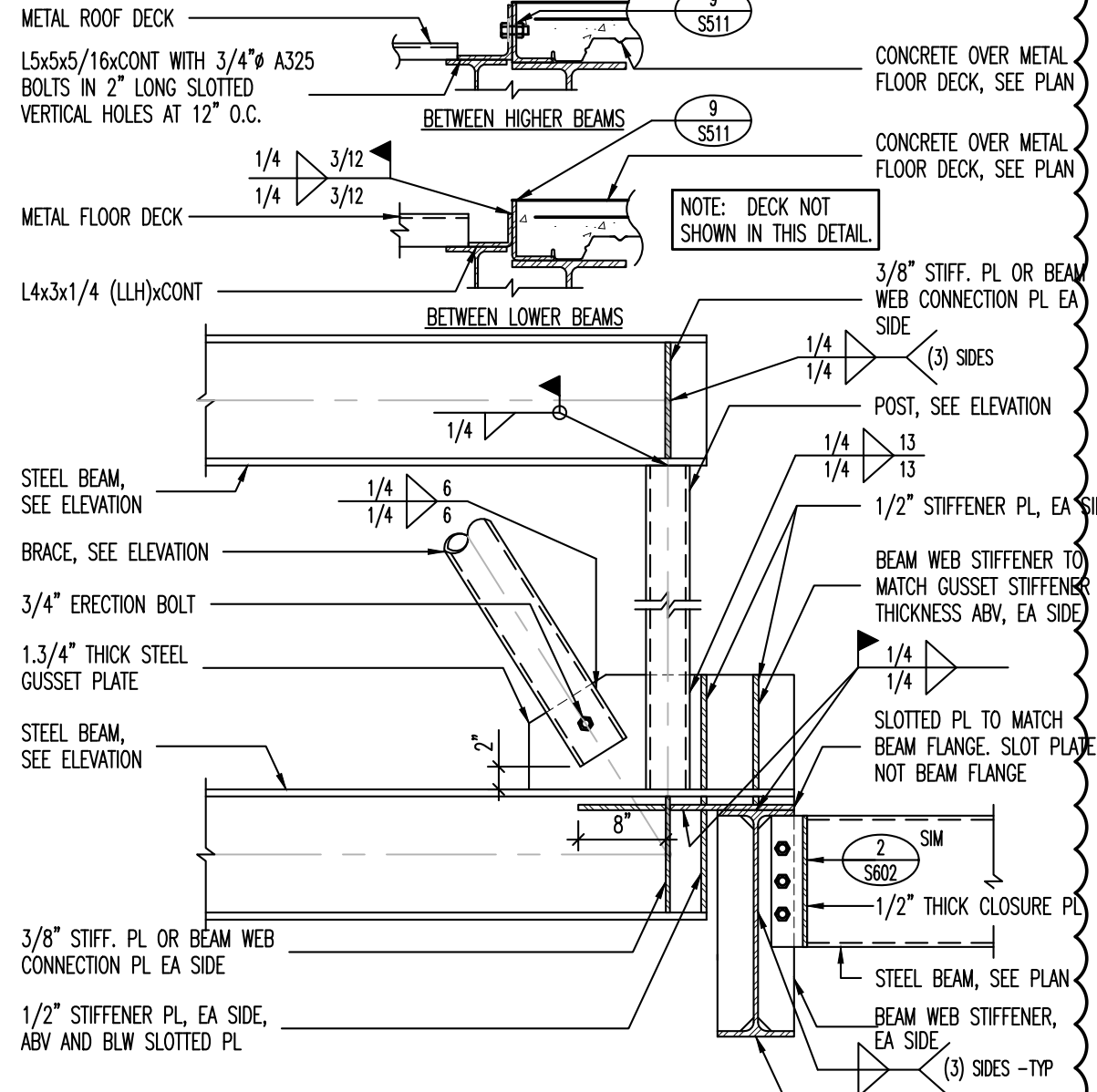
8 MOMENT FRAME BEAM AT MOMENT FRAME COLUMN NO SCALE



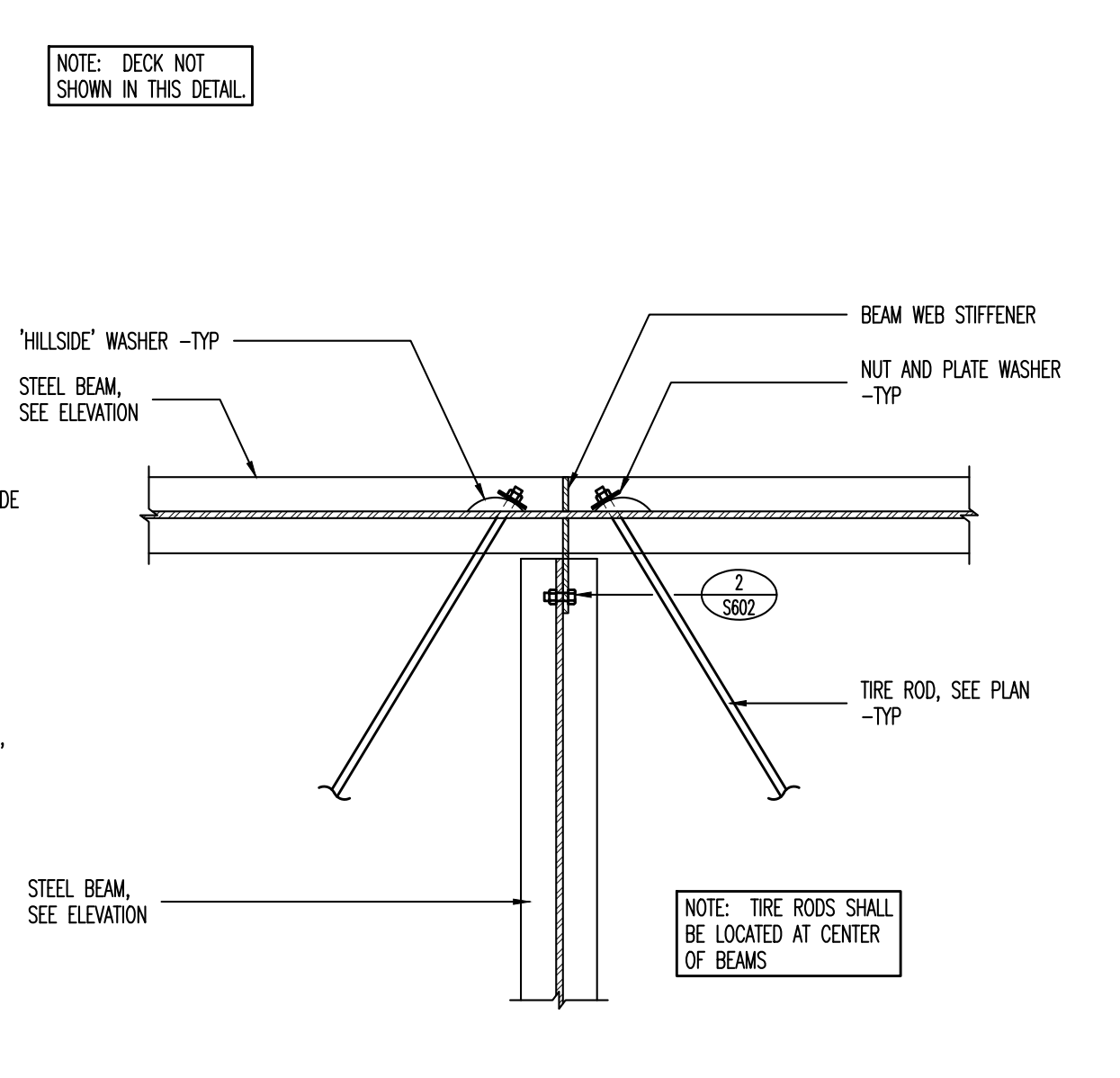
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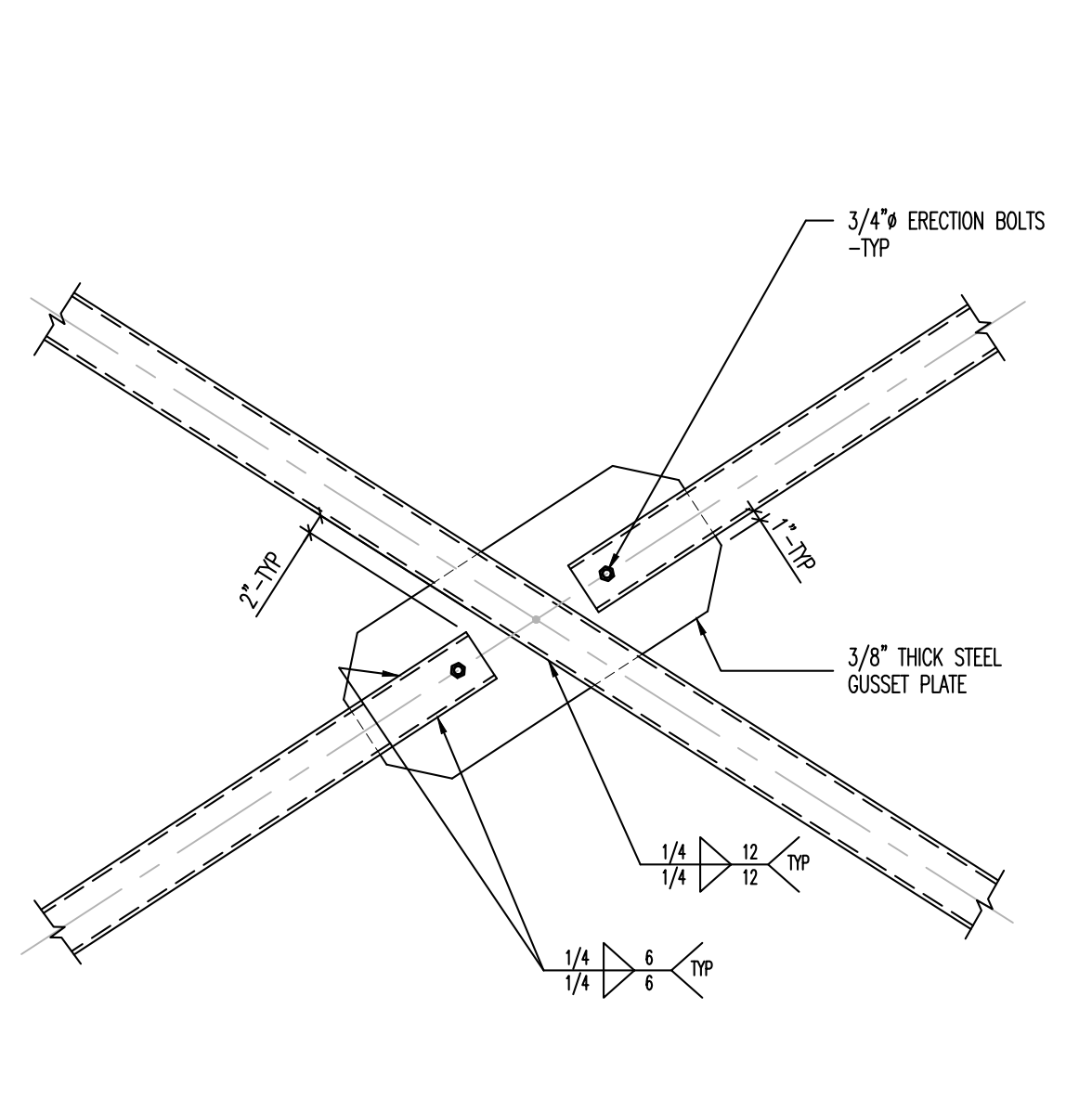
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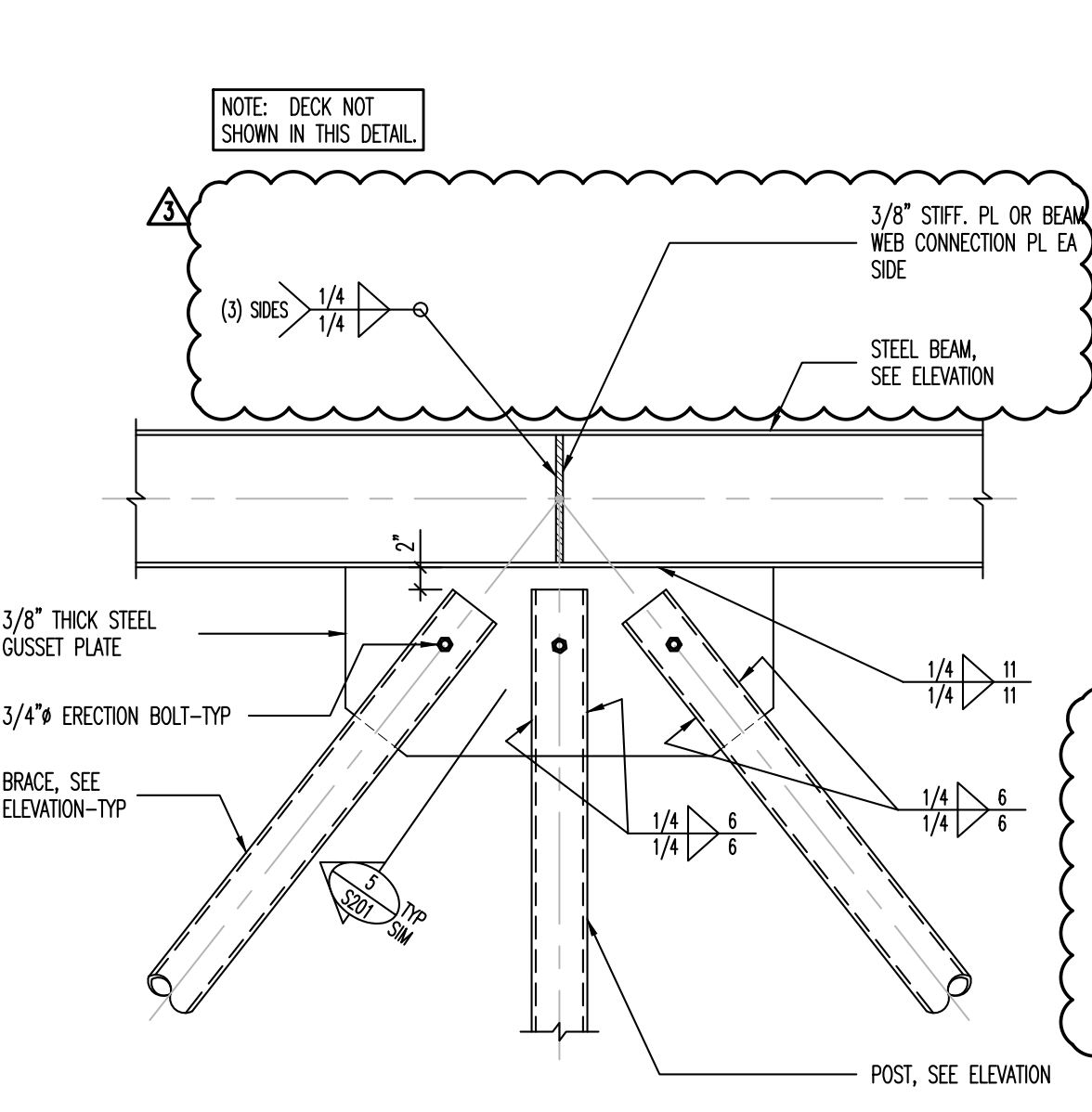
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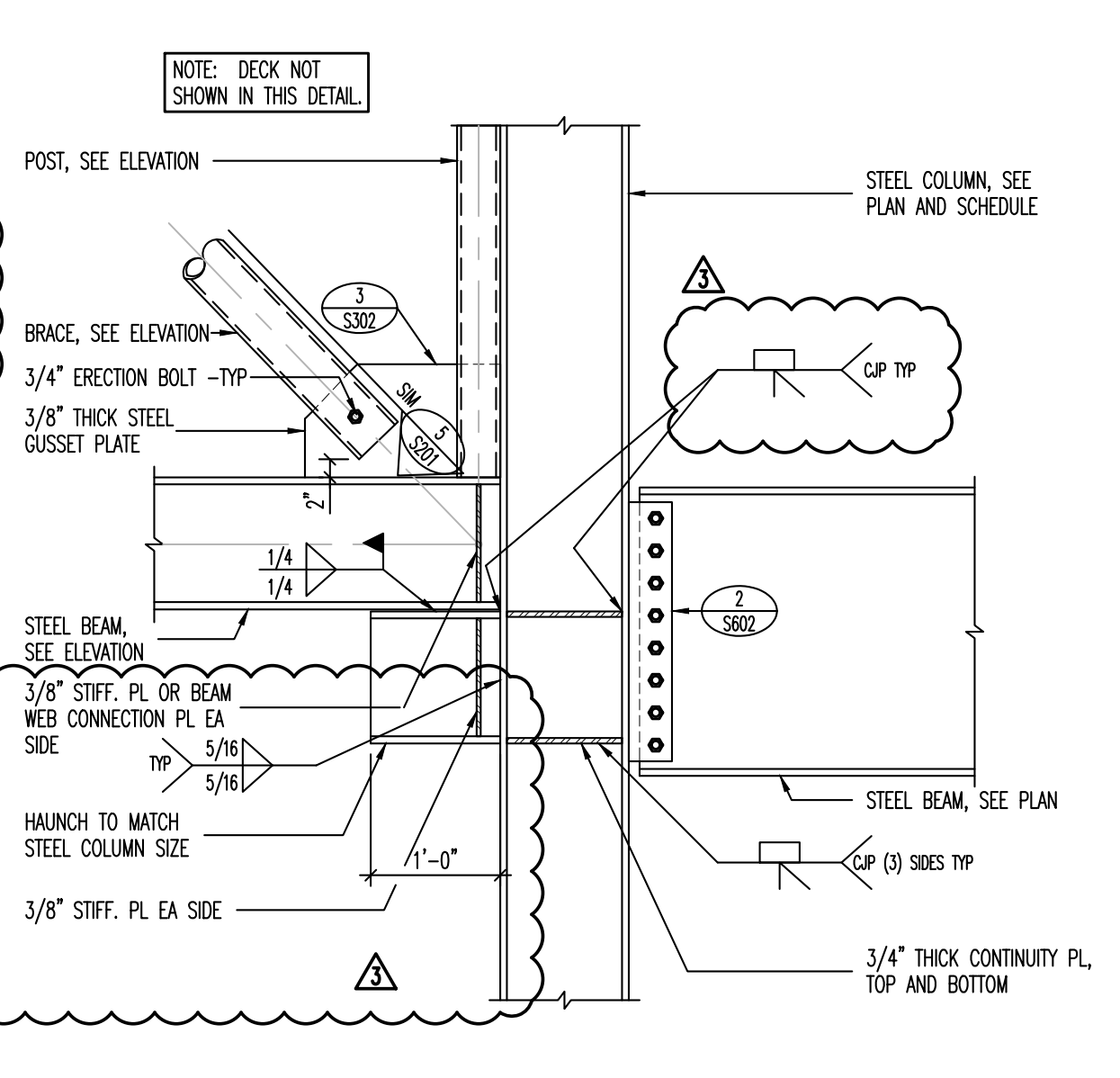
12 TIE ROD CONNECTION DETAIL [PLAN VIEW] NO SCALE



13 BRACED FRAME CONNECTION DETAIL NO SCALE



14 BRACED FRAME CONNECTION DETAIL NO SCALE



15 BRACED FRAME CONNECTION DETAIL NO SCALE

BHB STRUCTURAL
 2766 S. Main Street
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PROJECT:

NEW PARKING GARAGE
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REVISIONS:

No.	Revision	Date
1	ftg & fdm revisions	3/21/18
2	REVISION 2	4/12/18
3	REVISION 3	4/19/18

PROJECT INFO:
 PROJECT No. 180117
 ISSUE: PERMIT
 DATE: 3-21-18
 ENGINEERED BY: FZ AND AP
 DRAWN BY: MP
 CHECKED BY: DB
 COPYRIGHT: 2018 - BHB CONSULTING ENGINEERS, P.C.

SHEET TITLE:
SKYBRIDGE
FRAMING DETAILS

SHEET NUMBER:
S302

The construction of the pedestrian walkway will consist of structural steel trusses at the side walls. They will span from the new parking garage on the east to new columns, approximately 4'-0" east of the property line at the existing office building on the west side of North 26th Street. The new columns will be in the vicinity of the existing canopy at the office building. From there the skybridge will cantilever to the 3rd floor of the office building.

The exterior will be a prefinished metal siding on metal stud walls attached to the trusses. There will be a continuous band of aluminum framed glazing approximately 7'-0" high with solar gray tinted glass. The bottom will be a prefinished metal soffit panel. The sidewalls will create a parapet approximately 12" above a single ply membrane roofing.

PROCEDURE FOR PERMIT APPLICATION FOR CONSTRUCTION AND MAINTENANCE OF PEDESTRIAN SKYWAY

1. Application and Permit form can be obtained from the City Engineering Division.
2. Complete original form and one copy must be returned to the Engineering Division with the \$50.00 application fee to cover administrative review costs. The original application will be retained by the City Engineering Division; the duplicate will be the applicant's file copy.
3. The application must be signed by the **Property Owner** of record.
4. At least two weeks review time by the Engineering Division should be allowed. It shall be the applicant's responsibility to coordinate with all appropriate utilities.
5. If the City Council approves the Permit for the Construction and Maintenance of Pedestrian Skyway, the City will forward an executed copy of the Permit to the Public Works Account Clerk for the annual assessment to be placed on the tax rolls.
6. The Public Works Account Clerk will forward the original to Engineering for filing, and will forward an executed copy of the Permit to the property owner.

**CITY ENGINEERING DIVISION
2224 MONTANA AVE
BILLINGS, MT 59102**

**APPLICATION AND PERMIT FOR
CONSTRUCTION AND MAINTENANCE OF PEDESTRIAN SKYWAY**

 \$50.00 / _____
Application Annual Fee Tax Code Number

APPLICATION FOR PERMIT TO

(Insert Nature of Permit)

1. Name of Applicant: _____
 2. Address of Applicant: _____
 3. Telephone number of applicant: _____
 4. Legal Description: Subdivision: _____
Lot(s): _____ Block: _____ Address: _____
 5. Property Owner: _____
(Permittee)
 6. Property Owner's Address: _____
 7. If Permittee is a Corporation, give State of Incorporation and names of President and Secretary: _____

 8. Nature of Permit desired: (Give sufficient detail to permit thorough understanding, and submit blue prints or sketches, in duplicate.)

 9. Location of installations or structures to be installed: _____

 10. For how long a period is the permit desired: _____
- REMARKS: _____

PERMIT FOR THE CONSTRUCTION AND MAINTENANCE OF A PEDESTRIAN SKYWAY

Subject to the following terms and conditions, this provision is included and is part of the attached permit, is hereby granted:

1. **TERM.** This permit shall be in force and effect from the date for a term of 20 years and thereafter until either the removal of the pedestrian skyway or termination of the permit by the city upon sixty (60) days' written notice to the permittees.
2. **CONSTRUCTION AND MAINTENANCE PERMIT.** The pedestrian skyway hereafter constructed pursuant to this permit shall be erected and maintained within the guidelines of Section 6-903 of the Billings, Montana City Code (BMCC).
3. **REVOCATION.** This permit may be revoked by the City upon sixty (60) days' written notice to Permittee, at the address shown in the application hereto attached, but the City reserves the right to revoke this permit without giving said notice in the event Permittee breaks any of the conditions or terms set forth herein.
4. **BINDING COVENANT.** This permit and conditions shall run with the land binding the owners of the buildings connected by the pedestrian skyway, and their successors and assigns, to comply with the terms of the permit.
5. **CHANGES IN STREET.** If City changes street necessitating changes in structure or installations installed under this permit, Permittee shall make necessary changes without expense to City.
6. **CITY SAVED HARMLESS FROM CLAIMS.** The Permittee shall at all times during the continuance of the permit indemnify and hold the city harmless of and from all claims, demands, actions and liability of any kind whatsoever for damage to persons or property resulting from the construction, use or maintenance of skyway in the public right-of-way. The Permittee shall obtain prior to commencement of construction of the skyway and maintain at all times thereafter until the termination of the permit, for the mutual benefit of the Permittee and the city, general public liability insurance against claims for bodily injury, death or property damage occurring in, on or about the pedestrian skyway, such insurance to afford protection to limits as prescribed by council resolution, and to be issued by a company or companies licensed to do business in the state. Such policies shall provide that such insurance cannot be cancelled without prior written notice to the city.
7. **PROTECTION OF TRAFFIC.** Insofar as the interests of the City and the traveling public are concerned, all work performed under this permit shall be done under the supervision of the City Engineer of the City of Billings and his authorized representatives, and he/they shall indicate barriers to be erected, the lighting thereof at night, placing of flagmen and watchmen, manner which traffic is to be handled, shall specify to Permittee new road surfaces to be replaced if it is disturbed during operations, but said supervision shall in no way operate to relieve or discharge Permittee from any of the obligations assumed by acceptance of this permit, and especially those set forth under Section 6, hereof.
8. **STREET AND DRAINAGE.** If the work done under this permit interferes in any way with the drainage of the City streets or alleys affected, Permittee shall, at their own expense, make such provisions as the City may direct to take care of drainage.
9. **RUBBISH AND DEBRIS.** Upon completion of work contemplated under this permit, all rubbish and debris shall be immediately removed and the roadway and roadside left in a neat and presentable condition satisfactory to the City.
10. **WORK TO BE SUPERVISED BY THE CITY.** All work contemplated under this permit shall

- 12. REMOVAL OF INSTALLATIONS OR STRUCTURES. Unless waived by the City upon termination of this permit, the Permittee shall remove the installations or structures contemplated by this permit and restore the premises to the condition existing at the time of entering upon the same under this permit, reasonable and ordinary wear and tear and damage by the elements, or by circumstances over which the Permittee has no control, excepted.
- 13. MAINTENANCE AT EXPENSE OF PERMITTEE. The pedestrian skyway shall at all times be maintained in good condition, both interior and exterior, by the permitted, without expense to the city.
- 14. CITY NOT LIABLE FOR DAMAGE TO INSTALLATIONS. In accepting this permit, the Permittee agrees that the City shall not be held liable for any damage or injury done to said installations or structures by any City employee engaged in construction, alteration, repair, maintenance or improvement of the City street or alley.
- 15. CITY TO BE REIMBURSED FOR REPAIRING ROADWAY. Upon being billed therefore Permittee agrees to promptly reimburse City for any expense incurred in repairing surface of roadway due to settlement at installation, or for any damage to roadway or structure as a result of the work performed under this permit.
- 16. OTHER CONDITIONS AND/OR REMARKS. If this encroachment involves excavation in the public right-of-way, (1) a licensed and bonded contractor must obtain a right-of-way permit from the City Engineer's Office prior to start of work; and (2) applicant must maintain a subscription to Montana One-Call System for locating utility lines and underground facilities.

Dated at _____, Montana, this _____ day of _____, 20____.

The undersigned, the "Permittee" mentioned in the foregoing instrument, hereby accepts this permit, together with all of the terms and conditions set forth therein.

City of Billings

BY: _____

Mayor, William A. Cole

(PROPERTY OWNER)

(DATE)

RESOLUTION 18-_____

**A RESOLUTION AUTHORIZING PERMIT FOR
CONSTRUCTION AND MAINTENANCE OF
PEDESTRIAN SKYWAY**

WHEREAS, Section 6-901, BMCC, encourages the private development over city streets and alleys of enclosed pedestrian skyways, but subject to uniform minimum standards to ensure that all such structures shall be constructed, finished, lighted and maintained in compliance with all applicable codes, and shall consistently be of high quality and attractive design and construction so as not to be detrimental to the surrounding properties, and so that they shall contribute to orderly and desirable development of the surrounding areas in the interest of the general public; and

WHEREAS, continued development within downtown Billings is often dependent upon pedestrian skyway connections between office buildings and parking facilities over city streets and alleys to promote pedestrian safety, convenience and access; and

WHEREAS, CRMX-233 LLC, the Owner of the Stillwater Building (the "Owner"), a multi-story office building located at 316 North 26th Street, is constructing the Stillwater Parking Garage, a multi-story private parking facility, located at 2549 3rd Avenue North, to provide parking to users of the Stillwater Building; and

WHEREAS, the Owner desires to construct and maintain a pedestrian skyway connecting its Stillwater Parking Garage to its Stillwater Building, identified and attached, hereto, as Exhibit A; and

WHEREAS, City Council is empowered pursuant to §6-902, BMCC, to authorize the issuance of a permit to construct and maintain a pedestrian skyway over and across city streets or alleys upon a finding that such a pedestrian skyway is in the public interest.

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

1. The City Council finds that the construction and maintenance of the pedestrian skyway, identified and attached as Exhibit A, is in the public interest and, therefore, authorizes the Mayor to execute and acknowledge a Permit for the Construction and Maintenance of a Pedestrian Skyway between the City and the Owner, identified and attached as Exhibit B, for the construction and maintenance of a pedestrian skyway connecting the Stillwater Parking Garage to the Stillwater Building over and across North 26th Street.

2. Pursuant to Section 6-903(11), BMCC, the City Council prescribes that Owner, as Permittee, shall obtain prior to commencement of construction of the pedestrian skyway and maintain at all times thereafter until the termination of the permit, for the mutual benefit of the Permittee and the City, general public liability insurance against claims for bodily injury, death or property damage occurring in, on or about the pedestrian skyway, with minimum limits of \$1,500,000 each occurrence, naming the City as an additional insured.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, on the _____ day of _____, 2018.

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

Resolution Template – June 2017

Font: Arial, 12 pt.

Margins: Top 1”; Bottom 1”; Left 1” Right 1”

First Line / Title (Resolution): **Bold**, centered, ALL CAPS

Caption / Heading: **Bold**, indented 1” from both margins, centered, ALL CAPS

Body: Left justified, first line of each paragraph indented 5 spaces

Regular City Council Meeting

Meeting Date: 06/11/2018

TITLE: Zone Change 964, Text Amendment - 2nd Reading- Allowing
Gymnastics Instruction in Residential Professional Zoning

PRESENTED BY: Monica Plecker

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

City Zone Change 964 – Council Initiated Text Amendment – Gymnastics Instruction in RP zones – A zone change to Section 27-306 – Commercial and Industrial Uses – to allow Gymnastics Instruction in all Residential Professional (RP) zones. The City Council initiated the amendment on February 26, 2018. The Zoning Commission conducted a public hearing on April 3, 2018. The Commissioners requested more information and continued the hearing to May 1, 2018. The Zoning Commission forwarded a recommendation of denial based on the findings of the 10 criteria on a 4-0 vote. The City Council approved the zone change ordinance on 1st reading on May 29, 2018 on a 6-5 vote and adopted the staff findings of the 10 criteria. A 2nd reading is required to pass the zone change.

ALTERNATIVES ANALYZED

City Council may:

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

Staff recommended approval of ZC 964 based on the applicable 10 criteria as provided in BMCC 27-1502. The Zoning Commission recommended denial on a 4-0 vote based on concerns related to traffic impacts and concerns that the use does not meet the intent of the Residential Professional Zone. While the Zoning Commission did not cite specific criteria, its discussion was most closely related to criteria 4, 6, 8 and 10.

Prior to making a recommendation to the City Council, the Zoning Commission shall consider the following:

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

The proposed amendment is consistent with 2016 Growth Policy.

Essential Investments, Strong Neighborhoods and Community Fabric: *Neighborhoods that are safe and attractive and provide essential services are much desired.*

- *The proposed zoning would allow neighborhood services in areas of the city that have a mix of uses to better serve neighborhoods. The proposed zoning amendment would create*

recreation opportunities in areas of town where other similar uses are currently allowable.

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

Not Applicable

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

Public health and safety will be promoted through the text amendment.

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

Transportation: The proposed zoning may have some measurable effect on transportation. Residential professional zones are located on a variety of street types. Properties served by local streets will likely have the biggest impact. In some locations, additional traffic analysis may be required at the time of site development.

Zoning Commission Discussion: While staff has provided traffic count information at the existing Billings facility, the proposed zoning may have unknown impacts on the transportation network.

Water and Sewer: This text amendment affects properties within the City of Billings which are served by city water and sewer.

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

Fire and Police: RP zones within the City of Billings will be served by City Fire and Police Departments.

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

Not Applicable

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

A gymnastics facility may have some effect on the motorized and non-motorized transportation network. However, the addition of these types of facilities to Residential Professional zones should not impact the transportation network differently than other similar intensity uses such as elementary and secondary schools, daycare facilities, government administration buildings, and health services.

Zoning Commission Discussion: While staff has provided traffic count information at the existing Billings facility, the proposed zoning may have unknown impacts on the transportation network.

7. *Will the new zoning will promote compatible urban growth?*

The zoning amendment promotes compatible urban growth in the areas of the City that are zoned Residential Professional. The intended use is not an intrusion to the areas zoned Residential Professional as similar uses are currently allowable.

8. *Does the new zoning consider the character of the district and the peculiar suitability of the*

property for particular uses?

The zoning amendment considers the character of the Residential Professional district and the suitability of the property for the proposed use. RP zones currently allow similar and even more intense uses than a gymnastics facility. Property size, access and other elements particular to a site may affect whether the use is able to be developed on some RP zoned property and the design of the property for such a use.

Zoning Commission Discussion: By definition gymnastics is not a consistent use with the definition of Residential Professional. The RP zone is more appropriate for businesses with traditional office hours (8-5).

**Staff note: RP is defined as “a zone intended to accommodate limited commercial and professional offices as would be compatible with adjoining residential districts and consistent with the objectives of the comprehensive plan.”*

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

Not applicable

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

The proposed zoning may encourage the most appropriate use of some RP zoned land in Billings.

Zoning Commission Discussion: By definition gymnastics is not a consistent use with the definition of Residential Professional. The RP zone is more appropriate for businesses with traditional office hours (8-5).

**Staff note: RP is defined as “a zone intended to accommodate limited commercial and professional offices as would be compatible with adjoining residential districts and consistent with the objectives of the comprehensive plan.”*

FINANCIAL IMPACT

The amendment to change and increase the allowable uses in RP zones will increase the marketability of existing or new RP zoned property.

RECOMMENDATION

The City Council approved the first reading of the text amendment on a 6-5 vote at its May 29 meeting.

The Zoning Commission forwarded to the City Council a recommendation of denial of the proposed text amendment on a 4-0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

ORDINANCE NO. 18 - _____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY REVISING SECTION 27-306 – COMMERCIAL AND INDUSTRIAL USES - TO ADD LANGUAGE TO ALLOW GYMNASTICS INSTRUCTION IN RESIDENTIAL PROFESSIONAL ZONING DISTRICTS AND ADOPT THE REVISION AS AN AMENDMENT TO THE ZONING REGULATIONS AND SET A TIME PERIOD FOR THE REGULATION TO BE EFFECTIVE.

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

Section 1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Section 27-1502, BMCC,* provide for amendment to the City Zoning Regulations from time to time. The City Council initiated the amendment to the City Zoning Regulations and the City Zoning Commission and staff have reviewed the proposed zoning regulations hereinafter described. 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 proposed amendments to the City Zoning Regulations.

Section 2. DESCRIPTION. The zoning regulation shall apply to all land within the City of Billings.

Section 3. AMENDMENT. That the Billings, Montana City Code be amended by revising Section 27-306 as follows:

Sec. 27-306. District Regulations: Commercial and Industrial Uses.

TITLES AND DESCRIPTION OF INDUSTRIES SR - SPECIAL REVIEW A - ALLOWED	Residential Professional	Neighborhood Commercial	Community Commercial	Highway Commercial	Central Business District	Controlled Industrial	Heavy Industrial	Public	South 27th Street Corridor
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79 AMUSEMENT AND RECREATION SERVICES*: – 791, Dance studios, schools, and halls – 792 theatrical producers, bands, orchestras, and entertainers – 793, 799 Bowling centers; miscellaneous amusement and recreation services, and gambling operations* (except below): – Public swimming pools – Riding stables – Martial arts instruction – 7992 Public golf courses – 794 Commercial sports – 7999 Gymnastics instruction	A	A	A	A	A	A	A		A
		A	A	A	A	A	A		A
			A	A	A	A	A	A	A
	A	A	A	A	A	SR	SR	A	A
	A		SR A	A A	SR A	A A	A A	A A	SR A

* See BMCC Section 27-612.

Section 5. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. 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 this ordinance are declared to be severable.

Section 7. 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 May 29, 2018

PASSED, ADOPTED AND APPROVED on second reading June 11, 2018.

CITY OF BILLINGS:

BY: _____
William A. Cole, Mayor

ATTEST:

BY: _____
Denise Bohlman, City Clerk
Zone Change 964 – Text Amendment – Gymnastics Instruction in RP

Regular City Council Meeting

Meeting Date: 06/11/2018

TITLE: Ward Ordinance Second Reading - Annexation 18-01

PRESENTED BY: Monica Plecker

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

City election ward boundaries must be adjusted to conform to city limit amendments resulting from annexation of property into the City. The City Council approved the annexation of property owned by Billings Opportunities, LLC (Annexation #18-01) on May 14, 2018. The subject property is 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. This annexation requires a change in the boundaries of Ward V. Two readings are required for this action. The first reading public hearing was held May 29, 2018.

ALTERNATIVES ANALYZED

City Council may approve or not approve the ordinance to amend the boundaries of Ward V on second reading.

- Approving the ordinance will modify the boundaries of Ward V to include the property owned by Billings Opportunities, LLC.
- Not approving the ordinance will not modify the boundaries of Ward V and create a problem where property inside the City Limits is not within one of the City Ward Boundaries.

FINANCIAL IMPACT

There is no budget/financial impact from this action.

RECOMMENDATION

Staff recommends that the City Council approve the second reading, adding recently annexed property to Ward V.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ward Ordinance

ORDINANCE NO. 18-_____

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD V PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

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

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward V the following described real property:

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

2. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.

3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

PASSED by the City Council on the first reading this 29th day of May, 2018.

PASSED by the City Council on the second reading this 11th day of June, 2018.

THE CITY OF BILLINGS:

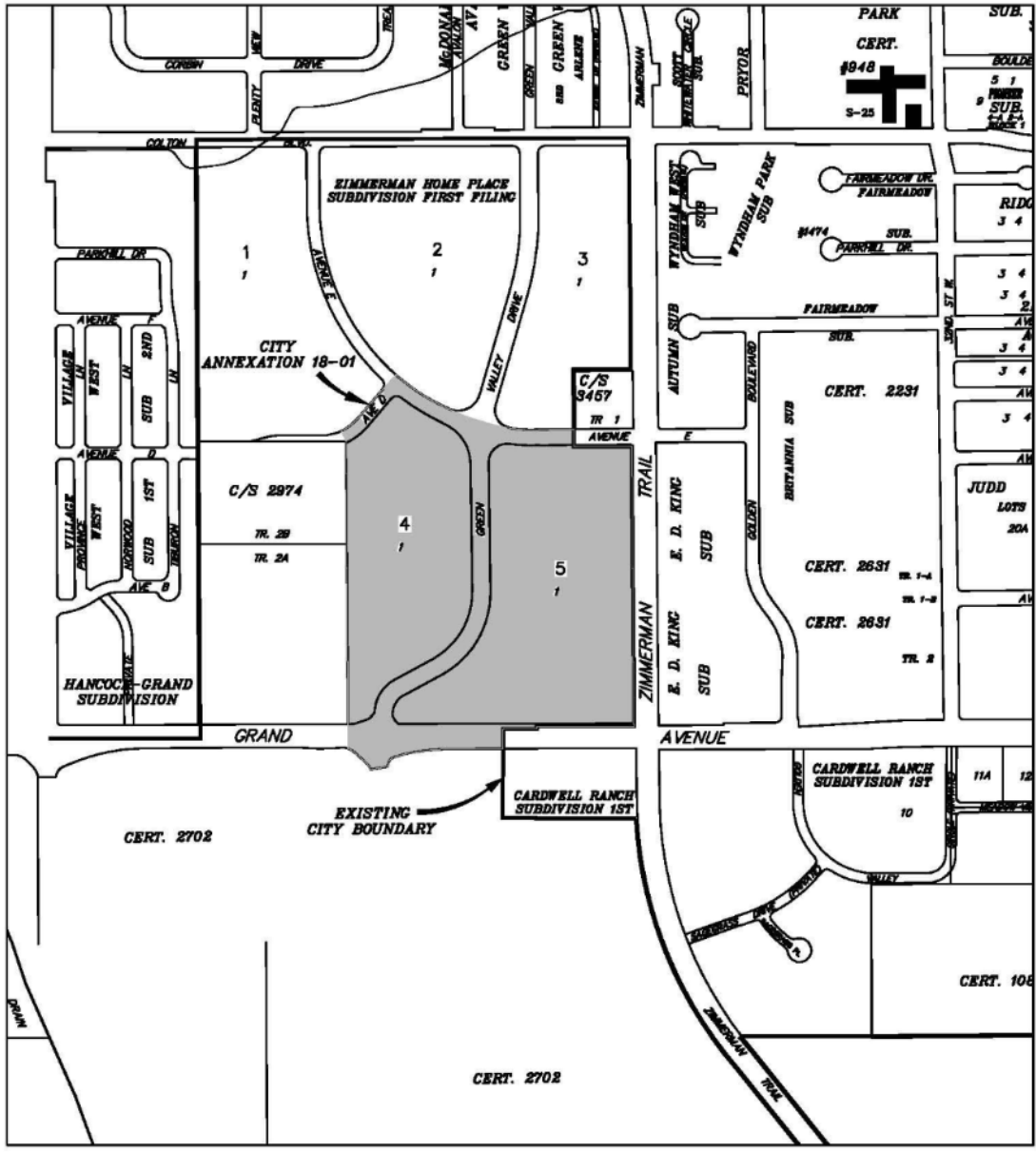
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(AN 18-01)

EXHIBIT "A"



Regular City Council Meeting

Meeting Date: 06/11/2018

TITLE: Ward Ordinance Second Reading - Annexation 18-02

PRESENTED BY: Monica Plecker

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

City election ward boundaries must be adjusted to conform to city limit amendments resulting from annexation of property into the City. The City Council approved the annexation of property owned by Ricky Savage (Annexation #18-02) on May 14, 2018. The subject property is 6,250 sq. ft. and described as Straw Subdivision, Lots 19 & 20, Block 2. The property is located east of Jackson Street and south of Orrel Street on the South Side of Billings. This annexation requires a change in the boundaries of Ward I. Two readings are required for this action. The first reading of the ordinance and public hearing was held on May 29, 2018.

ALTERNATIVES ANALYZED

City Council may approve or not approve the ordinance to amend the boundaries of Ward I on second reading.

- Approving the ordinance will modify the boundaries of Ward I to include the property owned by Ricky Savage.
- Not approving the ordinance will not modify the boundaries of Ward I and create a problem where property inside the City Limits is not within one of the City Ward Boundaries.

FINANCIAL IMPACT

There is no budget/financial impact from this action.

RECOMMENDATION

Staff recommends that the City Council approve the ordinance on second reading, adding recently annexed property to Ward I.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance

ORDINANCE NO. 18-_____

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD I PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

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

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward I the following described real property:

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

2. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.
3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

PASSED by the City Council on the first reading this 29th day of May, 2018.

PASSED by the City Council on the second reading this 11th day of June, 2018.

THE CITY OF BILLINGS:

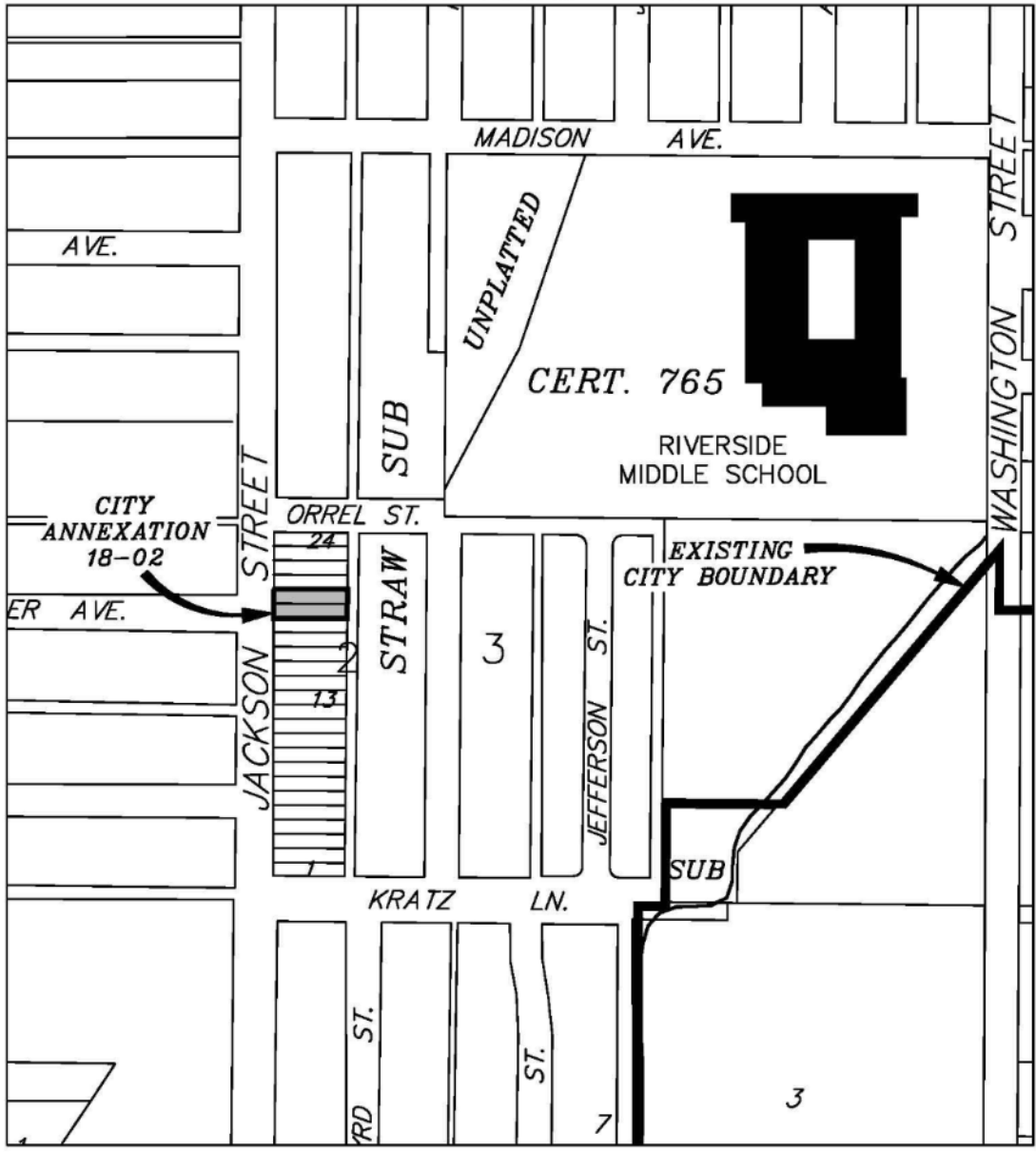
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(AN 18-02)

EXHIBIT "A"



Regular City Council Meeting

Meeting Date: 06/11/2018

TITLE: Ward Ordinance Second Reading - Annexation 18-03

PRESENTED BY: Monica Plecker

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

City election ward boundaries must be adjusted to conform to city limit amendments resulting from annexation of property into the City. The City Council approved the annexation of property owned by William and Kathy Baumann (Annexation #18-03) on May 14, 2018. The subject property is 8.733 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 west of Lake Elmo Drive and south of Unita Park Drive in the Billings Heights. This annexation requires a change in the boundaries of Ward II. Two readings are required for this action. The first reading of the ordinance and public hearing was held May 29, 2018.

ALTERNATIVES ANALYZED

City Council may approve or not approve the ordinance to amend the boundaries of Ward II on second reading.

- Approving the ordinance will modify the boundaries of Ward II to include the property owned by William and Kathy Baumann.
- Not approving the ordinance will not modify the boundaries of Ward II and create a problem where property inside the City Limits is not within one of the City Ward Boundaries.

FINANCIAL IMPACT

There is no budget/financial impact from this action.

RECOMMENDATION

Staff recommends that the City Council approve the ordinance on second reading, adding recently annexed property to Ward II.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance

ORDINANCE NO. 18-_____

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD II PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

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

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward II the following described real property:

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

2. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.
3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

PASSED by the City Council on the first reading this 29th day of May, 2018.

PASSED by the City Council on the second reading this 11th day of June, 2018.

THE CITY OF BILLINGS:

William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(AN 18-03)

Consent 1. K. 1.

Regular City Council Meeting

Meeting Date: 06/11/2018
TITLE: Payment of Claims May 14, 2018
PRESENTED BY: Andy Zoeller
Department: City Hall Administration
Presentation: No

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,067,611.29 have been audited and are presented for City Council payment approval. A complete listing of the claims dated May 14, 2018, are available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

Council memo_05142018

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/14/2018	813399	360 Office Solutions Inc	Public Safety	\$ 166.87	226857: PAPER, TONER, LJ TONER (DIANE)
05/14/2018	813399	360 Office Solutions Inc	Public Safety	\$ 587.93	HP TONER Q2612A STATION RIP/RUN PRINTERS
05/14/2018	813399	360 Office Solutions Inc	General	\$ 1,649.69	Installation of counter
05/14/2018	813399	360 Office Solutions Inc	Public Safety	\$ 57.99	226857-1: 911 SANITIZER, LJ TONER C7115A
05/14/2018	813399	360 Office Solutions Inc	Public Safety	\$ 93.99	226857-1: 911 SANITIZER, LJ TONER C7115A
05/14/2018	813399	360 Office Solutions Inc	Public Safety	\$ 167.98	HP TONER: CE278A CHIEF/BC'S
05/14/2018	813400	A & I Distributors	Fleet	\$ 60.90	3111664 PO NUM 305646
05/14/2018	813400	A & I Distributors	Fleet	\$ 2,455.09	3115906 PO NUM 305646
05/14/2018	813400	A & I Distributors	Public Safety	\$ 39.79	3111664
05/14/2018	813400	A & I Distributors	Street/Traffic Oper	\$ 39.79	3111664
05/14/2018	813400	A & I Distributors	Public Safety	\$ 60.13	RELC5050 SHELL ROTELLA
05/14/2018	813400	A & I Distributors	Solid Waste	\$ 25.70	Hydraulic coupler
05/14/2018	813400	A & I Distributors	Transit	\$ 3,009.43	BUS MET PO NUM 305646
05/14/2018	813400	A & I Distributors	Fleet	\$ 2,279.39	3111664 PO NUM 305646
05/14/2018	813400	A & I Distributors	Fleet	\$ 19.69	3115906
05/14/2018	813400	A & I Distributors	Fleet	\$ 548.39	3115906 PO NUM 305646
05/14/2018	813400	A & I Distributors	Fleet	\$ 353.80	31178574
05/14/2018	813400	A & I Distributors	Fleet	\$ 1,324.00	3118946 PO NUM 305646
05/14/2018	813400	A & I Distributors	Transit	\$ 185.90	AUTO &TRUCK MAINT.ITEMS
05/14/2018	813400	A & I Distributors	Solid Waste	\$ 557.70	Blue DEF for garbage trucks
05/14/2018	813400	A & I Distributors	Solid Waste	\$ 40.34	3111664
05/14/2018	813409	Apple Creek Propagators	Park District 1	\$ 2,775.70	Trees
05/14/2018	813410	Archie Cochrane	Capital Replacement	\$ 38,265.00	This is an order per order code 8361.
05/14/2018	813410	Archie Cochrane	Public Safety	\$ 185.00	5243392
05/14/2018	813410	Archie Cochrane	General	\$ 116.70	5243391
05/14/2018	813410	Archie Cochrane	Public Safety	\$ 254.64	5243388
05/14/2018	813410	Archie Cochrane	Public Safety	\$ 254.64	5243244
05/14/2018	813410	Archie Cochrane	General	\$ 233.68	5243393
05/14/2018	813410	Archie Cochrane	Public Safety	\$ 93.56	5243548
05/14/2018	813410	Archie Cochrane	Public Safety	\$ 31.65	5243622
05/14/2018	813410	Archie Cochrane	Public Safety	\$ 246.29	5243722
05/14/2018	813410	Archie Cochrane	Public Safety	\$ 35.98	5243759
05/14/2018	813410	Archie Cochrane	Public Safety	\$ 60.94	5243760
05/14/2018	813410	Archie Cochrane	Public Safety	\$ 95.91	5243775

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/14/2018	813410	Archie Cochrane	Public Safety	\$ (246.29)	5243809
05/14/2018	813425	Bradford Roof Management, Inc.	Property Ins	\$ 4,100.00	Inv. 2017 376 Library Story Tower Repair
05/14/2018	813426	Broadway Property Management	Tax Increment N 27th	\$168,941.31	Broadway Property Management, Hart Albin Garage
05/14/2018	813429	Business Tax Section	Airport	\$ 422.10	AIP 53 Concourse B Upgrades
05/14/2018	813429	Business Tax Section	EOC 911	\$ 3,526.91	Business tax for 911 center construction
05/14/2018	813429	Business Tax Section	Water	\$ 337.33	WO 18-12 Belknap Office Remodel
05/14/2018	813429	Business Tax Section	Airport	\$ 46.90	AIP 53 Concourse B Upgrades
05/14/2018	813429	Business Tax Section	Wastewater	\$ 224.89	WO 18-12 Belknap Office Remodel
05/14/2018	813429	Business Tax Section	Airport	\$ 98.00	AIP 53 Concourse B Upgrades
05/14/2018	813434	Chicago Title of Montana LLC	CDBG	\$ 15,000.00	FTHB Abdel Russell 212 South 31st
05/14/2018	813442	CTA Construction & Environmental LLC	Public Safety	\$ 5,710.85	Fire Statin #3 Roof Replacement
05/14/2018	813443	CTA Inc	EOC 911	\$ 15,821.53	911 Center Architect and Engineering Services
05/14/2018	813447	Dixie Petro-Chem	Water	\$ 411.00	Bulk Chlorine for WTP
05/14/2018	813447	Dixie Petro-Chem	Water	\$ 3,592.00	Bulk Chlorine for WTP
05/14/2018	813448	DOWL	Arterial Streets	\$ 19,840.59	WO 16-05 Central Ave - Shiloh to 32nd St W
05/14/2018	813448	DOWL	Storm Sewer	\$ 10,777.20	WO 17-26 62nd and Rimrock Stormwater
05/14/2018	813453	Electric Lightwave	General	\$ 46.00	Main Bill New Account # 330046 -Dehler Park
05/14/2018	813453	Electric Lightwave	General	\$ 46.00	Main Bill New Account # 330046 -Dehler Park
05/14/2018	813453	Electric Lightwave	CDBG	\$ 39.44	Community Development Services
05/14/2018	813453	Electric Lightwave	Telephone System	\$ 4,697.70	Main Bill New Account # 330046
05/14/2018	813453	Electric Lightwave	Telephone System	\$ 4,830.02	Main Bill New Account # 330046
05/14/2018	813453	Electric Lightwave	Building Inspection	\$ 39.00	Building FAX
05/14/2018	813453	Electric Lightwave	Information Resources	\$ 79.95	Main Bill New Account # 330046 -IT
05/14/2018	813453	Electric Lightwave	Information Resources	\$ 79.95	Main Bill New Account # 330046 -IT
05/14/2018	813453	Electric Lightwave	City County Planning	\$ 39.00	Planning FAX
05/14/2018	813453	Electric Lightwave	Public Safety	\$ 39.00	CPC line 247-8592
05/14/2018	813453	Electric Lightwave	Airport	\$ 44.29	Airport Alarm 406-294-8370
05/14/2018	813453	Electric Lightwave	Telephone System	\$ 283.67	Main Bill New Account # 330047
05/14/2018	813457	First Montana Title Co	CDBG	\$ 10,000.00	FTHB Christopher Lucas 9 S. Crestwood Drive
05/14/2018	813458	Fisher Construction, Inc	EOC 911	\$349,164.09	911 Center construction
05/14/2018	813458	Fisher Construction, Inc	Wastewater	\$ 22,263.91	WO 18-12 Belknap Office Remodel
05/14/2018	813458	Fisher Construction, Inc	Water	\$ 33,395.87	WO 18-12 Belknap Office Remodel
05/14/2018	813465	General Contractors Construction	Airport	\$ 4,643.10	AIP 53 Concourse B Upgrades
05/14/2018	813465	General Contractors Construction	Airport	\$ 9,702.00	AIP 53 Concourse B Upgrades

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/14/2018	813465	General Contractors Construction	Airport	\$ 41,787.90	AIP 53 Concourse B Upgrades
05/14/2018	813466	Gillig Corporation	Transit	\$ 132.06	AUTO &TRUCK MAINT.ITEMS
05/14/2018	813466	Gillig Corporation	Transit	\$ 3,453.68	BUS MET PO NUM 305931
05/14/2018	813466	Gillig Corporation	Transit	\$ 392.04	AUTO &TRUCK MAINT.ITEMS
05/14/2018	813466	Gillig Corporation	Transit	\$ 221.00	AUTO &TRUCK MAINT.ITEMS
05/14/2018	813466	Gillig Corporation	Transit	\$ 573.18	BUS MET PO NUM 305931
05/14/2018	813469	Groeneveld Lubrication Solutions Inc	Airport	\$ 6,878.02	Invoice #023/40006406. A-20 Loader Lube System
05/14/2018	813475	Iaff	Sidewalk Debt Svc	\$ 4,725.28	Payroll Summary
05/14/2018	813483	Jwc Environmental	Water	\$ 9,362.00	WASTEWATER PARTS & SUPPLY PO NUM 305902
05/14/2018	813483	Jwc Environmental	Water	\$ 9,362.00	WASTEWATER PARTS & SUPPLY PO NUM 305904
05/14/2018	813483	Jwc Environmental	Water	\$ 9,362.00	WASTEWATER PARTS & SUPPLY PO NUM 305903
05/14/2018	813486	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 2,094.29	correction to inv#530153 per attached email
05/14/2018	813486	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 1,298.67	3" crushed base
05/14/2018	813486	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 136.10	3/8" chips
05/14/2018	813486	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 206.18	asphalt
05/14/2018	813486	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 362.34	asphalt
05/14/2018	813486	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 484.34	asphalt
05/14/2018	813486	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 1,174.25	asphalt
05/14/2018	813486	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 42.02	6"+ boulders
05/14/2018	813486	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 948.46	1 1/2" and 3/8"
05/14/2018	813486	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 63.76	1 1/2" crushed
05/14/2018	813486	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 61.73	1 1/2" crushed base
05/14/2018	813486	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 123.85	1 1/2" crushed base
05/14/2018	813486	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 124.45	1 1/2" crushed base
05/14/2018	813486	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 188.99	1 1/2" crushed base
05/14/2018	813486	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 247.84	1 1/2" crushed base
05/14/2018	813486	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 1,568.66	1 1/2" crushed base
05/14/2018	813486	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 386.86	1 1/2" crushed base and 3/8" chips
05/14/2018	813487	KOMPAN INC	Park District 1	\$ 34,710.00	Playground equipment for Hawthorn park
05/14/2018	813492	LynAnn Hederson & Associates, LLC	Library	\$ 5,000.00	Invoice 1031
05/14/2018	813501	Montana CSED	Sidewalk Debt Svc	\$ 3,973.39	Payroll Summary
05/14/2018	813504	Montana State Fireman's Assoc	Sidewalk Debt Svc	\$ 3,931.03	Payroll Summary
05/14/2018	813506	Moulton Bellingham PC	General	\$ 3,270.00	Palmer Enterprises, Inc. et al v. COB
05/14/2018	813506	Moulton Bellingham PC	General	\$ 507.50	Terry Houser-Water and Wastewater Franchise Fee

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/14/2018	813506	Moulton Bellingham PC	General	\$ 180.00	Ron S. Hill v. COB and Office of City Clerk
05/14/2018	813506	Moulton Bellingham PC	General	\$ 615.00	Abromeit et al v. COB
05/14/2018	813506	Moulton Bellingham PC	General	\$ 795.00	Good Stuff-Zoning Violations
05/14/2018	813508	Montana Police Protective Association	Sidewalk Debt Svc	\$ 3,178.42	Payroll Summary
05/14/2018	813511	NorMont Equipment Company	Street/Traffic Oper	\$ 2,662.40	emulsion for road patch machine
05/14/2018	813511	NorMont Equipment Company	Street/Traffic Oper	\$ 644.72	safety vests
05/14/2018	813511	NorMont Equipment Company	Street/Traffic Oper	\$ 4,542.13	telspar post/anchors for sign installation
05/14/2018	813511	NorMont Equipment Company	Street/Traffic Oper	\$ 988.14	rivets for sign installation
05/14/2018	813511	NorMont Equipment Company	Street/Traffic Oper	\$ 693.75	broom wire for sweepers
05/14/2018	813511	NorMont Equipment Company	Street/Traffic Oper	\$ 1,345.41	brooms for sweeper, asphalt lute
05/14/2018	813511	NorMont Equipment Company	Street/Traffic Oper	\$ 203.61	brooms and handles
05/14/2018	813512	NorthWestern Energy	Airport	\$ 2,412.23	0719543-1. Parking Lot Lights. April 2018
05/14/2018	813512	NorthWestern Energy	General	\$ 5.97	0722253-2
05/14/2018	813512	NorthWestern Energy	Airport	\$ 22.62	0719760-1. Gate 14. April 2018
05/14/2018	813512	NorthWestern Energy	General	\$ 8.08	0722258-1
05/14/2018	813512	NorthWestern Energy	Airport	\$ 22.87	0719759-3. Gate 12. April 2018
05/14/2018	813512	NorthWestern Energy	General	\$ 222.29	0722256-5
05/14/2018	813512	NorthWestern Energy	General	\$ 183.59	0722273-0
05/14/2018	813512	NorthWestern Energy	Airport	\$ 26.13	2114868-9. Runway Weather System. April 2018
05/14/2018	813512	NorthWestern Energy	Airport	\$ 21.03	0720296-3. Gate 29. April 2018
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 6.57	0722272-2
05/14/2018	813512	NorthWestern Energy	Airport	\$ 25.08	0719762-7. Gate 13. April 2018
05/14/2018	813512	NorthWestern Energy	General	\$ 9.87	0722272-2
05/14/2018	813512	NorthWestern Energy	Airport	\$ 23.37	0719761-9. Gate 15. April 2018
05/14/2018	813512	NorthWestern Energy	General	\$ 14.97	0722259-9
05/14/2018	813512	NorthWestern Energy	Airport	\$ 5.85	0712805-1. IP-10. April 2018
05/14/2018	813512	NorthWestern Energy	General	\$ 13.27	0722274-8
05/14/2018	813512	NorthWestern Energy	General	\$ 110.59	0722275-5
05/14/2018	813512	NorthWestern Energy	General	\$ 39.71	0722277-1
05/14/2018	813512	NorthWestern Energy	General	\$ 32.82	0722278-9
05/14/2018	813512	NorthWestern Energy	General	\$ 16.92	0722279-7
05/14/2018	813512	NorthWestern Energy	General	\$ 5.97	0722280-5
05/14/2018	813512	NorthWestern Energy	General	\$ 5.97	0722281-3
05/14/2018	813512	NorthWestern Energy	General	\$ 5.97	0722283-9

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/14/2018	813512	NorthWestern Energy	General	\$ 5.97	0722284-7
05/14/2018	813512	NorthWestern Energy	General	\$ 16.92	0722808-3
05/14/2018	813512	NorthWestern Energy	General	\$ 8.42	0722852-1
05/14/2018	813512	NorthWestern Energy	General	\$ 8.08	0722862-0
05/14/2018	813512	NorthWestern Energy	General	\$ 60.22	0722901-6
05/14/2018	813512	NorthWestern Energy	General	\$ 6.22	0722976-8
05/14/2018	813512	NorthWestern Energy	General	\$ 306.49	0722995-8
05/14/2018	813512	NorthWestern Energy	General	\$ 84.73	0723005-5
05/14/2018	813512	NorthWestern Energy	General	\$ 5.97	0723025-3
05/14/2018	813512	NorthWestern Energy	General	\$ -	0723039-4
05/14/2018	813512	NorthWestern Energy	General	\$ 5.85	0723046-9
05/14/2018	813512	NorthWestern Energy	General	\$ 5.97	0723049-3
05/14/2018	813512	NorthWestern Energy	General	\$ 12.65	0723053-5
05/14/2018	813512	NorthWestern Energy	General	\$ 17.81	0723064-2
05/14/2018	813512	NorthWestern Energy	General	\$ 17.81	0723065-9
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 5.97	0723384-4
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 7.72	0723385-1
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 7.72	0723386-9
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 7.72	0723387-7
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 7.72	0723388-5
05/14/2018	813512	NorthWestern Energy	General	\$ 3.80	0723391-9
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 2.54	0723391-9
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 7.72	0723392-7
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 6.83	0723393-5
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 5.97	0723394-3
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 5.97	0723395-0
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 5.97	0723396-8
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 5.97	0723397-6
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 5.97	0723398-4
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 5.97	0723835-5
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 8.08	0723836-3
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 5.85	0723840-5
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 6.47	0723883-5
05/14/2018	813512	NorthWestern Energy	General	\$ 168.23	0723884-3

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 6.59	0723885-0
05/14/2018	813512	NorthWestern Energy	General	\$ 17.81	0723887-6
05/14/2018	813512	NorthWestern Energy	General	\$ 36.92	0813489-2
05/14/2018	813512	NorthWestern Energy	Street/Traffic Oper	\$ 6.22	0855404-0
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 7.20	0881455-0
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 1.02	0971824-8
05/14/2018	813512	NorthWestern Energy	General	\$ 11.73	0978917-3
05/14/2018	813512	NorthWestern Energy	General	\$ 33.53	0999807-1
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 43.05	1029192-0
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 43.50	1045813-1
05/14/2018	813512	NorthWestern Energy	Street/Traffic Oper	\$ 65.10	1045820-6
05/14/2018	813512	NorthWestern Energy	General	\$ 6.09	1156527-2
05/14/2018	813512	NorthWestern Energy	Water	\$ 5.85	1160807-2
05/14/2018	813512	NorthWestern Energy	Public Safety	\$ 1,445.14	1183483-5
05/14/2018	813512	NorthWestern Energy	Street/Traffic Oper	\$ 5.85	1242222-6
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 43.05	1265177-4
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 0.68	1312707-1
05/14/2018	813512	NorthWestern Energy	Water	\$ 14.61	1346673-5
05/14/2018	813512	NorthWestern Energy	General	\$ -	1409394-2
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 43.05	1425364-5
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ -	1513796-1
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 22.01	1513800-1
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 28.62	1513802-7
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 15.05	1513804-3
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 6.96	1514388-6
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 6.70	1564209-3
05/14/2018	813512	NorthWestern Energy	Building Inspection	\$ 43.57	1569631-3
05/14/2018	813512	NorthWestern Energy	General	\$ 6.34	1588262-4
05/14/2018	813512	NorthWestern Energy	General	\$ 1.24	1692666-9
05/14/2018	813512	NorthWestern Energy	Wastewater	\$ 11.48	1704025-4
05/14/2018	813512	NorthWestern Energy	Wastewater	\$ 40.61	1704030-4
05/14/2018	813512	NorthWestern Energy	Street/Traffic Oper	\$ 26.80	1738989-1
05/14/2018	813512	NorthWestern Energy	Street/Traffic Oper	\$ 0.44	1797828-9
05/14/2018	813512	NorthWestern Energy	General	\$ 53.39	1849408-8

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/14/2018	813512	NorthWestern Energy	Water	\$ 6.47	1867265-9
05/14/2018	813512	NorthWestern Energy	General	\$ 7.43	1902257-3
05/14/2018	813512	NorthWestern Energy	General	\$ 40.37	1904944-4
05/14/2018	813512	NorthWestern Energy	General	\$ 45.37	1941243-6
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 44.05	1948667-9
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 1.58	2041362-1
05/14/2018	813512	NorthWestern Energy	Street/Traffic Oper	\$ 6.83	2047007-6
05/14/2018	813512	NorthWestern Energy	Street/Traffic Oper	\$ 6.96	2047010-0
05/14/2018	813512	NorthWestern Energy	Street/Traffic Oper	\$ 6.96	2047013-4
05/14/2018	813512	NorthWestern Energy	Street/Traffic Oper	\$ 6.70	2047017-5
05/14/2018	813512	NorthWestern Energy	Street/Traffic Oper	\$ 7.31	2047018-3
05/14/2018	813512	NorthWestern Energy	Street/Traffic Oper	\$ 7.06	2047019-1
05/14/2018	813512	NorthWestern Energy	Parks Maintenance	\$ 4.99	2055817-7
05/14/2018	813512	NorthWestern Energy	Street/Traffic Oper	\$ 43.05	3088038-9
05/14/2018	813512	NorthWestern Energy	General	\$ 5.85	3178260-0
05/14/2018	813512	NorthWestern Energy	Public Safety	\$ 790.69	3448739-7
05/14/2018	813512	NorthWestern Energy	General	\$ 5.85	3477233-5
05/14/2018	813512	NorthWestern Energy	Public Safety	\$ 16.26	0712532-1
05/14/2018	813512	NorthWestern Energy	Airport	\$ 87.18	0712535-4. Employee Parking. April 2018
05/14/2018	813512	NorthWestern Energy	Library	\$ 4,997.71	Electric usage
05/14/2018	813512	NorthWestern Energy	Transit	\$ 2,986.00	Electricity for METroplex 3/23/18 to 4/24/18
05/14/2018	813512	NorthWestern Energy	Airport	\$ 22.12	0712797-0. Gate 9. April 2018
05/14/2018	813512	NorthWestern Energy	Public Safety	\$ 228.72	0720817-6
05/14/2018	813512	NorthWestern Energy	Airport	\$ 9.04	0712813-5. Burn Pit. April 2018
05/14/2018	813512	NorthWestern Energy	General	\$ 160.01	0720841-6
05/14/2018	813512	NorthWestern Energy	Airport	\$ 30.21	0712795-4. Gate 17. April 2018
05/14/2018	813512	NorthWestern Energy	Transit	\$ 321.44	0719225-5
05/14/2018	813512	NorthWestern Energy	General	\$ 225.24	0712538-8
05/14/2018	813512	NorthWestern Energy	Airport	\$ 23.97	0712791-3. Gate 16. April 2018
05/14/2018	813513	Pacific Cascade Corp	Parking	\$ 151.20	Amano Cincinnati AGP5610, AGP2010 & CP3000
05/14/2018	813513	Pacific Cascade Corp	Parking	\$ 227.95	Shipping and Handling
05/14/2018	813513	Pacific Cascade Corp	Parking	\$ 2,696.85	96,000 AGP Custom Tickets
05/14/2018	813514	PeopleReady Inc	Solid Waste	\$ 1,394.35	Paper Pickers for the Landfill
05/14/2018	813514	PeopleReady Inc	Solid Waste	\$ 1,412.00	Paper Pickers for the Landfill

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/14/2018	813514	PeopleReady Inc	Solid Waste	\$ 1,579.68	Paper Pickers for the Landfill
05/14/2018	813517	Primary Paint	Facilities Mngmt	\$ 1,465.00	Inv. 05072018
05/14/2018	813517	Primary Paint	Facilities Mngmt	\$ 1,730.00	Inv. 05072018
05/14/2018	813518	Prorover	General	\$ 3,000.00	Removal Russian Olive trees at Optimist Park
05/14/2018	813519	Public Utilities	Facilities Mngmt	\$ 485.26	158260
05/14/2018	813519	Public Utilities	Wastewater	\$ 9.67	180645
05/14/2018	813519	Public Utilities	Airport	\$ 4,878.45	136516
05/14/2018	813519	Public Utilities	CDBG	\$ 27.63	FORECLOSURE PROGRAM: 30 S Plainview Street
05/14/2018	813534	St Vincent Occupational Health	General	\$ 4,230.00	Inv. #52744 Drug Testing/DOT Physicals/Hep B
05/14/2018	813534	St Vincent Occupational Health	General	\$ 150.00	Inv. #52744 Drug Testing/DOT Physicals/Hep B
05/14/2018	813534	St Vincent Occupational Health	Public Safety	\$ 65.00	Inv. #52744 Drug Testing/DOT Physicals/Hep B
05/14/2018	813534	St Vincent Occupational Health	Public Safety	\$ 20.00	Inv. #52744 Drug Testing/DOT Physicals/Hep B
05/14/2018	813534	St Vincent Occupational Health	Street/Traffic Oper	\$ 190.00	Inv. #52744 Drug Testing/DOT Physicals/Hep B
05/14/2018	813534	St Vincent Occupational Health	Water	\$ 25.00	Inv. #52744 Drug Testing/DOT Physicals/Hep B
05/14/2018	813534	St Vincent Occupational Health	Water	\$ 57.00	Inv. #52744 Drug Testing/DOT Physicals/Hep B
05/14/2018	813534	St Vincent Occupational Health	Wastewater	\$ 38.00	Inv. #52744 Drug Testing/DOT Physicals/Hep B
05/14/2018	813534	St Vincent Occupational Health	Solid Waste	\$ 290.00	Inv. #52744 Drug Testing/DOT Physicals/Hep B
05/14/2018	813534	St Vincent Occupational Health	Airport	\$ 235.00	Inv. #52744 Drug Testing/DOT Physicals/Hep B
05/14/2018	813534	St Vincent Occupational Health	Transit	\$ 95.00	Inv. #52744 Drug Testing/DOT Physicals/Hep B
05/14/2018	813534	St Vincent Occupational Health	Transit	\$ 95.00	Inv. #52744 Drug Testing/DOT Physicals/Hep B
05/14/2018	813534	St Vincent Occupational Health	Fleet	\$ 190.00	Inv. #52744 Drug Testing/DOT Physicals/Hep B
05/14/2018	813534	St Vincent Occupational Health	City Health Ins Fund	\$ 720.00	Inv. #52744 Drug Testing/DOT Physicals/Hep B
05/14/2018	813534	St Vincent Occupational Health	Facilities Mngmt	\$ 50.00	Inv. #52744 Drug Testing/DOT Physicals/Hep B
05/14/2018	813539	The Babcock LLC	General	\$ 1,775.30	2018 - April
05/14/2018	813539	The Babcock LLC	General	\$ 3,278.41	Unit 1A April 2018 Condo Expenses
05/14/2018	813542	Town & Country Supply Association	Airport	\$ 20,801.33	Invoice #307856. QTA Car Rental Fuel
05/14/2018	813542	Town & Country Supply Association	Transit	\$ 14,742.66	BUS MET PO NUM 305945
05/14/2018	813542	Town & Country Supply Association	Transit	\$ 4,837.07	BUS MET PO NUM 305945
05/14/2018	813542	Town & Country Supply Association	Fleet	\$ 16,950.02	303733 PO NUM 305895
05/14/2018	813556	Yellowstone County Finance Dpt	Public Safety	\$ 19,700.00	April 2018 Jail Boarders
05/14/2018	813556	Yellowstone County Finance Dpt	Parking	\$ 730.25	2nd Half/ Big Sky Imaginarium Taxes
05/14/2018	813557	Yellowstone County GIS	Information Resources	\$ 8,750.00	Yellowstone County GIS MOU Agreement

Regular City Council Meeting

Meeting Date: 06/11/2018
TITLE: Payment of Claims May 21, 2018
PRESENTED BY: Andy Zoeller
Department: City Hall Administration
Presentation: No

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$2,227,627.04 have been audited and are presented for City Council payment approval. A complete listing of the claims dated May 21, 2018, are available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

council memo 05/21/2018

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/21/2018	813563	A+ Electric Motor Repair Inc	General	\$ 3,395.00	Motor repairs
05/21/2018	813566	Advanced Engineering and Environmental	Water	\$ 2,618.07	WW & Water Rate Study FY18/19 & FY19/20
05/21/2018	813566	Advanced Engineering and Environmental	Wastewater	\$ 10,472.28	WW & Water Rate Study FY18/19 & FY19/20
05/21/2018	813571	Anderson Service Inc	Street/Traffic Oper	\$ 1,185.72	15087
05/21/2018	813571	Anderson Service Inc	Wastewater	\$ 5,568.60	REPLACE CURRENT MONO RAIL HOIST
05/21/2018	813571	Anderson Service Inc	General	\$ 592.86	15087
05/21/2018	813571	Anderson Service Inc	Water	\$ 296.42	15087
05/21/2018	813578	Beartooth Fire Protection Services	Public Safety	\$ -	SUSPENDERS. INCLUDED IN COAT/PANT SET
05/21/2018	813578	Beartooth Fire Protection Services	Public Safety	\$ 6,725.00	COAT/LION V-FORCE
05/21/2018	813578	Beartooth Fire Protection Services	Public Safety	\$ 5,360.00	PANTS/LION.
05/21/2018	813585	Billings Tourism	Tourism BID #2	\$ 34,946.00	Distributed April, paid May 2018
05/21/2018	813586	Bison Motor Company	Water	\$ 21,514.99	2018 1 ton 4 wd p/u with service body.
05/21/2018	813586	Bison Motor Company	Wastewater	\$ 14,343.33	2018 1 tonp/u with service body
05/21/2018	813586	Bison Motor Company	Water	\$ 23,044.39	2018 3/4 ton extended cab
05/21/2018	813586	Bison Motor Company	Wastewater	\$ 15,362.93	2018 3/4 ton extended cab
05/21/2018	813586	Bison Motor Company	Water	\$ 36,139.32	2018 3/4 ton regular cab
05/21/2018	813591	Business Tax Section	Tax Increment South	\$ 75.72	Business tax- Optimist parking lot
05/21/2018	813591	Business Tax Section	Rose Park Pool Construction	\$ 2,312.23	Business tax- Rose Pool
05/21/2018	813591	Business Tax Section	Gas Tax	\$ 142.36	WO 18-04 2018 ADA Replacement
05/21/2018	813591	Business Tax Section	Wastewater	\$ 56.25	REPLACE CURRENT MONO RAIL HOIST
05/21/2018	813591	Business Tax Section	Wastewater	\$ 56.25	REPLACE CURRENT MONO RAIL HOIST
05/21/2018	813591	Business Tax Section	Water	\$ 1,910.77	WO 15-10 WTP Chemical Bldg/Disinfection
05/21/2018	813591	Business Tax Section	Tax Increment South	\$ 1,557.00	WO 17-06 Midland Road Improvements
05/21/2018	813591	Business Tax Section	Wastewater	\$ 594.59	WO 17-06 Midland Road Improvements
05/21/2018	813593	Carquest Auto Parts	Wastewater	\$ (168.90)	v belt return
05/21/2018	813593	Carquest Auto Parts	Solid Waste	\$ 15.44	1910-418316
05/21/2018	813593	Carquest Auto Parts	Solid Waste	\$ 13.22	1910-418600
05/21/2018	813593	Carquest Auto Parts	Fleet	\$ 7.06	1910-419112 PO NUM 305648
05/21/2018	813593	Carquest Auto Parts	Public Safety	\$ 351.48	1910-419845
05/21/2018	813593	Carquest Auto Parts	Water	\$ 11.04	NONSTOCKING ITEMS-P.U.D.
05/21/2018	813593	Carquest Auto Parts	Water	\$ 25.12	NONSTOCKING ITEMS-P.U.D.
05/21/2018	813593	Carquest Auto Parts	CDBG	\$ 25.07	1910-418326
05/21/2018	813593	Carquest Auto Parts	CDBG	\$ 63.40	1910-418619
05/21/2018	813593	Carquest Auto Parts	General	\$ 141.09	1910-418811

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/21/2018	813593	Carquest Auto Parts	Solid Waste	\$ 75.16	1910-419881
05/21/2018	813593	Carquest Auto Parts	Water	\$ 10.68	NONSTOCKING ITEMS-P.U.D.
05/21/2018	813593	Carquest Auto Parts	Fleet	\$ 27.00	1910-418654
05/21/2018	813593	Carquest Auto Parts	Public Safety	\$ 102.12	1910-418812
05/21/2018	813593	Carquest Auto Parts	Street/Traffic Oper	\$ 30.20	1910-419923
05/21/2018	813593	Carquest Auto Parts	Fleet	\$ 21.06	1910-418684
05/21/2018	813593	Carquest Auto Parts	Fleet	\$ 112.18	1910-418817
05/21/2018	813593	Carquest Auto Parts	Public Safety	\$ (239.02)	1910-419927
05/21/2018	813593	Carquest Auto Parts	General	\$ 106.39	1910-418702
05/21/2018	813593	Carquest Auto Parts	Public Safety	\$ (102.12)	1910-418842
05/21/2018	813593	Carquest Auto Parts	General	\$ 84.14	1910-418703
05/21/2018	813593	Carquest Auto Parts	Solid Waste	\$ 10.37	1910-418885
05/21/2018	813593	Carquest Auto Parts	General	\$ (84.14)	1910-418717
05/21/2018	813593	Carquest Auto Parts	Fleet	\$ 13.90	1910-418898
05/21/2018	813593	Carquest Auto Parts	Solid Waste	\$ 30.68	1910-418726
05/21/2018	813593	Carquest Auto Parts	Public Safety	\$ 6.67	1910-418982
05/21/2018	813593	Carquest Auto Parts	Public Safety	\$ 4.75	1910-419058
05/21/2018	813593	Carquest Auto Parts	Street/Traffic Oper	\$ 0.80	1910-419058
05/21/2018	813593	Carquest Auto Parts	Fleet	\$ 33.57	1910-419074
05/21/2018	813593	Carquest Auto Parts	Public Safety	\$ 147.15	1910-419089
05/21/2018	813593	Carquest Auto Parts	Public Safety	\$ (11.00)	1910-419118
05/21/2018	813593	Carquest Auto Parts	Fleet	\$ 8.27	1910-419170
05/21/2018	813593	Carquest Auto Parts	Fleet	\$ 208.99	1910-419279
05/21/2018	813593	Carquest Auto Parts	Fleet	\$ 208.99	1910-419280
05/21/2018	813593	Carquest Auto Parts	Wastewater	\$ 237.20	v belt
05/21/2018	813593	Carquest Auto Parts	Water	\$ 55.76	WATER PARTS AND SUPPLIES
05/21/2018	813593	Carquest Auto Parts	Water	\$ 11.48	WATER PARTS AND SUPPLIES
05/21/2018	813593	Carquest Auto Parts	Water	\$ 8.44	plastic tape
05/21/2018	813593	Carquest Auto Parts	Water	\$ 11.95	REGULATORS
05/21/2018	813593	Carquest Auto Parts	Water	\$ 85.70	SHOP LAMP
05/21/2018	813593	Carquest Auto Parts	Fleet	\$ 6.59	1910-418142
05/21/2018	813593	Carquest Auto Parts	General	\$ 39.89	1910-418315
05/21/2018	813593	Carquest Auto Parts	CDBG	\$ 31.70	1910-418600
05/21/2018	813593	Carquest Auto Parts	Fleet	\$ 14.16	1910-418663

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/21/2018	813593	Carquest Auto Parts	Fleet	\$ 53.50	1910-418885
05/21/2018	813593	Carquest Auto Parts	Street/Traffic Oper	\$ 9.00	1910-419801
05/21/2018	813593	Carquest Auto Parts	Solid Waste	\$ 162.96	1910-420025
05/21/2018	813593	Carquest Auto Parts	Water	\$ 11.95	NONSTOCKING ITEMS-P.U.D.
05/21/2018	813593	Carquest Auto Parts	Water	\$ 119.50	NONSTOCKING ITEMS-P.U.D.
05/21/2018	813593	Carquest Auto Parts	Fleet	\$ 23.63	1910-418142
05/21/2018	813593	Carquest Auto Parts	Public Safety	\$ 28.12	1910-418291
05/21/2018	813593	Carquest Auto Parts	Street/Traffic Oper	\$ 25.07	1910-418591
05/21/2018	813593	Carquest Auto Parts	Fleet	\$ 23.72	1910-418612
05/21/2018	813593	Carquest Auto Parts	Fleet	\$ 9.64	1910-418767
05/21/2018	813593	Carquest Auto Parts	Fleet	\$ 32.40	1910-419640
05/21/2018	813593	Carquest Auto Parts	Solid Waste	\$ 154.36	1910-420020
05/21/2018	813593	Carquest Auto Parts	Water	\$ 5.74	NONSTOCKING ITEMS-P.U.D.
05/21/2018	813593	Carquest Auto Parts	Water	\$ 8.03	NONSTOCKING ITEMS-P.U.D.
05/21/2018	813593	Carquest Auto Parts	Water	\$ 24.76	NONSTOCKING ITEMS-P.U.D.
05/21/2018	813593	Carquest Auto Parts	Wastewater	\$ 109.49	NONSTOCKING ITEMS-P.U.D.
05/21/2018	813596	Chicago Title of Montana LLC	CDBG	\$ 15,000.00	FTHB Emily Jones 323 Alderson Avenue
05/21/2018	813600	CMG Construction LLC	Tax Increment South	\$ 7,496.28	Optimist Park-Northern parking lot project
05/21/2018	813604	Cop Construction Co	Water	\$189,166.40	WTP Chemical Bldg/Disinfection
05/21/2018	813605	Copy Right	General	\$ 604.20	Business License questionnaire
05/21/2018	813605	Copy Right	General	\$ 586.33	Business License renewal statemen
05/21/2018	813605	Copy Right	General	\$ 649.50	Business license #9 return envelopes
05/21/2018	813605	Copy Right	General	\$ 660.85	Business License window envelopes
05/21/2018	813608	CTA Inc	Wastewater	\$ 573.17	Belknap Service Center HVAC
05/21/2018	813608	CTA Inc	Rose Park Pool Construction	\$ 338.71	Rose Pool building replacement.
05/21/2018	813608	CTA Inc	Rose Park Pool Construction	\$ 647.16	Rose Pool building replacement.
05/21/2018	813608	CTA Inc	Rose Park Pool Construction	\$ 206.12	Rose Pool building replacement.
05/21/2018	813608	CTA Inc	Water	\$ 1,719.52	Belknap Service Center HVAC
05/21/2018	813609	Cummins Rocky Mountain LLC	Street/Traffic Oper	\$ 241.35	004-62342
05/21/2018	813609	Cummins Rocky Mountain LLC	Solid Waste	\$ 49.08	004-62855
05/21/2018	813609	Cummins Rocky Mountain LLC	Transit	\$ 13.20	AUTO &TRUCK MAINT.ITEMS
05/21/2018	813609	Cummins Rocky Mountain LLC	Transit	\$ 234.12	AUTO &TRUCK MAINT.ITEMS
05/21/2018	813609	Cummins Rocky Mountain LLC	Street/Traffic Oper	\$ 69.41	004-62330
05/21/2018	813609	Cummins Rocky Mountain LLC	Public Safety	\$ 2,013.08	004-62759

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/21/2018	813609	Cummins Rocky Mountain LLC	Street/Traffic Oper	\$ 30.00	004-62342
05/21/2018	813609	Cummins Rocky Mountain LLC	Solid Waste	\$ 94.65	004-62943
05/21/2018	813609	Cummins Rocky Mountain LLC	Transit	\$ 377.72	AUTO &TRUCK MAINT.ITEMS
05/21/2018	813609	Cummins Rocky Mountain LLC	Street/Traffic Oper	\$ 3.28	004-62356
05/21/2018	813609	Cummins Rocky Mountain LLC	Solid Waste	\$ 30.00	004-62943
05/21/2018	813609	Cummins Rocky Mountain LLC	Transit	\$ (11.25)	AUTO &TRUCK MAINT.ITEMS
05/21/2018	813609	Cummins Rocky Mountain LLC	Street/Traffic Oper	\$ 15.61	004-62416
05/21/2018	813609	Cummins Rocky Mountain LLC	Street/Traffic Oper	\$ 40.46	004-62424
05/21/2018	813609	Cummins Rocky Mountain LLC	Street/Traffic Oper	\$ 30.00	004-62416
05/21/2018	813609	Cummins Rocky Mountain LLC	Solid Waste	\$ 54.03	004-62464
05/21/2018	813617	Denny Menholt Frontier Chevrolet	Public Safety	\$ (50.00)	CM75579
05/21/2018	813617	Denny Menholt Frontier Chevrolet	Public Safety	\$ 1,005.88	FIRE #4074/IC SUBURBAN-repairs
05/21/2018	813617	Denny Menholt Frontier Chevrolet	Public Safety	\$ 1,960.23	FIRE #4074/IC SUBURBAN-repairs
05/21/2018	813617	Denny Menholt Frontier Chevrolet	Public Safety	\$ 203.56	75579
05/21/2018	813618	Desert Mountain Corporation	Street/Traffic Oper	\$ 4,950.02	ice slicer used to melt snow on streets
05/21/2018	813619	Destiny Software Inc	General	\$ 3,200.00	Annual Software License - AgendaQuick
05/21/2018	813620	Detection Instruments Corp	Wastewater	\$ 14,631.09	Calibration Gas Monitors and software
05/21/2018	813622	DOWL	Water	\$ 36,298.90	2018 Water & Sewer N 27th Watermain
05/21/2018	813624	Downtown Billings BID, Inc.	Downtown BID	\$ 9,478.37	Paid April, distributed May 2018
05/21/2018	813628	Econo Print Inc.	Water	\$ 2,557.72	Notice-Rate Change & Public Hearing letters
05/21/2018	813628	Econo Print Inc.	Wastewater	\$ 1,705.14	Notice-Rate Change & Public Hearing letters
05/21/2018	813628	Econo Print Inc.	Fire Grants	\$ 141.87	HAZMAT TECH BUSINESS CARDS
05/21/2018	813650	Guardian Security Inc	Library	\$ 8,970.72	Invoice 266
05/21/2018	813661	HDR, Inc.	Water	\$ 22,148.27	WO 15-10 WTP Chemical Building/Disinfection
05/21/2018	813661	HDR, Inc.	Water	\$ 6,009.98	WO 15-21 Logan Reservoir/Pump Station
05/21/2018	813661	HDR, Inc.	Wastewater	\$201,215.70	WWTP Nutrient Upgrade
05/21/2018	813661	HDR, Inc.	Solid Waste	\$ 89,096.64	WO 17-12 Landfill Drop-off Facility
05/21/2018	813663	High Point Networks LLC	Library	\$ 4,995.00	Invoice 107820
05/21/2018	813664	Holland & Hart LLP	Storm Sewer	\$ 10,197.88	Upper Missouri Waterkeeper Intervention
05/21/2018	813671	I-State Truck, Inc.	Solid Waste	\$ 34.26	C251241785.01
05/21/2018	813671	I-State Truck, Inc.	Street/Traffic Oper	\$ (30,000.00)	trade in unit 1153/1273/1355
05/21/2018	813671	I-State Truck, Inc.	Solid Waste	\$ 26.84	C251241555.01
05/21/2018	813671	I-State Truck, Inc.	Street/Traffic Oper	\$200,000.00	58,000 GVWdump truck
05/21/2018	813671	I-State Truck, Inc.	Street/Traffic Oper	\$ 10.49	C2512419515.01

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05/21/2018	813671	I-State Truck, Inc.	Street/Traffic Oper	\$ 596.04	C251242065.01
05/21/2018	813671	I-State Truck, Inc.	Street/Traffic Oper	\$ 52.41	C251242058.01
05/21/2018	813671	I-State Truck, Inc.	Public Safety	\$ 24.20	C251242198.01
05/21/2018	813671	I-State Truck, Inc.	Solid Waste	\$ 158.62	C251242161.01
05/21/2018	813671	I-State Truck, Inc.	Street/Traffic Oper	\$ 326.78	C251242066.01
05/21/2018	813671	I-State Truck, Inc.	Street/Traffic Oper	\$ 462.02	C251241931.01
05/21/2018	813671	I-State Truck, Inc.	Street/Traffic Oper	\$ 15.02	C2512419515.01
05/21/2018	813671	I-State Truck, Inc.	Street/Traffic Oper	\$ 357.53	C251241907.1
05/21/2018	813671	I-State Truck, Inc.	Solid Waste	\$ 21.45	C251241785.01
05/21/2018	813671	I-State Truck, Inc.	Street/Traffic Oper	\$ 3,385.00	5 year engine/transmission warranty
05/21/2018	813675	Interstate Power Systems, Inc.	Transit	\$ 216.68	AUTO &TRUCK MAINT.ITEMS
05/21/2018	813675	Interstate Power Systems, Inc.	Transit	\$ 489.75	BUS MET PO NUM 306003
05/21/2018	813675	Interstate Power Systems, Inc.	Transit	\$ 2,170.86	AUTO &TRUCK MAINT.ITEMS
05/21/2018	813677	J & J Concrete Inc.	Gas Tax	\$ 14,093.74	WO 18-04 2018 ADA Ramp Replacement
05/21/2018	813686	Kadrmass Lee & Jackson	Storm Sewer	\$ 37,840.00	Hilltop & Aronson Ave Storm Drain Extension
05/21/2018	813692	Knife River (JTL Group Inc.)	Tax Increment South	\$154,143.00	WO 17-06 Midland Road Improve
05/21/2018	813692	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 400.00	concrete
05/21/2018	813692	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 1,577.46	asphalt
05/21/2018	813692	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 1,704.95	asphalt
05/21/2018	813692	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 1,727.52	asphalt
05/21/2018	813692	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 183.65	1 1/2" crushed base
05/21/2018	813692	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 239.39	1 1/2" crushed base
05/21/2018	813692	Knife River (JTL Group Inc.)	Wastewater	\$ 58,864.66	WO 17-06 Midland Road Improvements
05/21/2018	813694	Kois Brothers Equipment Co	Solid Waste	\$ 439.79	112846
05/21/2018	813694	Kois Brothers Equipment Co	Solid Waste	\$ 26.48	112846
05/21/2018	813694	Kois Brothers Equipment Co	Street/Traffic Oper	\$ 195.00	33177
05/21/2018	813694	Kois Brothers Equipment Co	Street/Traffic Oper	\$ 44.43	112851
05/21/2018	813694	Kois Brothers Equipment Co	Street/Traffic Oper	\$ 111.72	112851
05/21/2018	813694	Kois Brothers Equipment Co	Street/Traffic Oper	\$ 157.74	112829
05/21/2018	813694	Kois Brothers Equipment Co	Solid Waste	\$ 5,458.18	113059
05/21/2018	813694	Kois Brothers Equipment Co	Solid Waste	\$ 188.02	113110
05/21/2018	813694	Kois Brothers Equipment Co	Street/Traffic Oper	\$ 38.11	112829
05/21/2018	813694	Kois Brothers Equipment Co	Solid Waste	\$ 316.28	113059
05/21/2018	813694	Kois Brothers Equipment Co	Solid Waste	\$ 109.04	113110

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05/21/2018	813698	L P Anderson Tire Co. Inc.	Street/Traffic Oper	\$ 32.50	1094487
05/21/2018	813698	L P Anderson Tire Co. Inc.	Street/Traffic Oper	\$ 65.00	1094486
05/21/2018	813698	L P Anderson Tire Co. Inc.	Public Safety	\$ 1,436.00	1094632
05/21/2018	813698	L P Anderson Tire Co. Inc.	Street/Traffic Oper	\$ 67.00	1094652
05/21/2018	813698	L P Anderson Tire Co. Inc.	Public Safety	\$ 90.00	1094554
05/21/2018	813698	L P Anderson Tire Co. Inc.	Public Safety	\$ 1,845.24	1094554
05/21/2018	813698	L P Anderson Tire Co. Inc.	Public Safety	\$ 166.50	1094659
05/21/2018	813700	LeadsOnline LLC	Public Safety	\$ 7,868.00	LeadsOnline - Package Renewal
05/21/2018	813704	Machinery Power & Equipment Co	Street/Traffic Oper	\$ 160.00	excavator rental
05/21/2018	813704	Machinery Power & Equipment Co	Street/Traffic Oper	\$ 3,135.65	excavator rental
05/21/2018	813704	Machinery Power & Equipment Co	Street/Traffic Oper	\$ 1,741.20	rubbertrack excavator
05/21/2018	813716	Miller Trois LLC	General	\$ 1,971.00	I18-023861 Miller Trois LLC
05/21/2018	813716	Miller Trois LLC	Building Inspection	\$ 6,330.00	I18-023861 Miller Trois LLC
05/21/2018	813716	Miller Trois LLC	City County Planning	\$ 4,218.00	I18-023861 Miller Trois LLC
05/21/2018	813716	Miller Trois LLC	CDBG	\$ 4,926.00	I18-023861 Miller Trois LLC
05/21/2018	813718	Montana Dept Of Transportation	Transit	\$ 66,138.75	Contract# 110027 with MDT
05/21/2018	813719	Morrison Maierle Inc	Water	\$ 25,172.50	4 North Fox Pump Station
05/21/2018	813722	MT Waterworks	Water	\$ 6,900.00	WATER PARTS AND SUPPLIES
05/21/2018	813722	MT Waterworks	Water	\$ 16,764.04	WO1535 Water Valve Replacement
05/21/2018	813722	MT Waterworks	Water	\$ 475.86	WATER PARTS AND SUPPLIES
05/21/2018	813722	MT Waterworks	Water	\$ 102.96	GLAND PACKS
05/21/2018	813722	MT Waterworks	Water	\$ 212.94	SYSTEMS PO NUM 305910
05/21/2018	813722	MT Waterworks	Water	\$ 3,069.25	SYSTEMS PO NUM 305911
05/21/2018	813728	NorMont Equipment Company	Street/Traffic Oper	\$ 223.40	clamps for vac tubes
05/21/2018	813728	NorMont Equipment Company	Street/Traffic Oper	\$ 1,676.00	base/traffic cones
05/21/2018	813728	NorMont Equipment Company	Street/Traffic Oper	\$ 1,729.00	telspar post for signs
05/21/2018	813730	NorthWestern Energy	Street/Traffic Oper	\$ 11,134.25	Signal Bills
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 515.04	0712545-3
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 515.03	0712544-6
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 2,126.90	0721277-2
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 1,268.65	0712553-7
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 4,325.07	0721276-4
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 1,451.77	0712546-1
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 91.73	0712554-5

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05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 465.21	0712556-0
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 13,781.25	0712557-8
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 1,662.66	0712558-6
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 2,742.92	0712559-4
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 1,799.39	0712560-2
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 240.56	0712567-7
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 3,313.39	0712566-9
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 599.80	0712565-1
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 228.50	0712564-4
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 971.11	0712563-6
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 188.96	0712562-8
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 4,512.79	0712561-0
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 158.80	0712568-5
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 2,570.58	0712570-1
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 195.54	0712571-9
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 342.75	0712572-7
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 999.66	0712573-5
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 399.87	0712574-3
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 199.94	0712575-0
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 733.26	0712576-8
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 342.75	0712578-4
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 130.01	0712579-2
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 885.41	0712580-0
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 241.43	0712581-8
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 557.14	0712582-6
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 537.72	0712583-4
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 485.53	0712584-2
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 387.24	0712585-9
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 771.18	0712586-7
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 257.08	0712587-5
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 599.80	0712588-3
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 28.46	0712589-1
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 488.84	0712590-9
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 371.30	0712591-7

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05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 482.51	0712592-5
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 1,527.60	0712593-3
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 782.15	0712594-1
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 656.93	0712595-8
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 4,331.92	0712596-6
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 562.17	0712597-4
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 1,270.98	0712598-2
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 514.11	0712599-0
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 953.23	0712600-6
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 828.29	0712601-4
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 1,133.82	0712602-2
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 742.60	0712603-0
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 1,099.89	0712604-8
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 63.09	0712605-5
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 687.37	0712606-3
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 218.88	0712607-1
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 913.99	0712608-9
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 244.44	0712609-7
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 586.61	0712610-5
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 557.16	0712611-3
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 1,222.09	0712612-1
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 1,026.55	0712613-9
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 342.19	0712614-7
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 45.05	0712615-4
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 268.86	0712616-2
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 537.72	0712617-0
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 366.63	0712618-8
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 1,742.28	0712619-6
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 611.05	0712620-4
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 1,222.09	0712621-2
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 391.06	0712622-0
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 146.65	0712623-8
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 633.65	0712624-6
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 244.44	0712625-3

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05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 293.31	0712626-1
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 244.44	0712627-9
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 1,270.98	0712628-7
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 436.68	0712629-5
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 317.74	0712630-3
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 782.15	0712631-1
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 266.80	0712632-9
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 222.33	0712633-7
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 71.43	0712634-5
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 71.43	0712635-2
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 122.20	0712636-0
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 82.87	0712637-8
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 513.28	0712638-6
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 589.57	0712639-4
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 19.05	0712640-2
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 365.98	0712641-0
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 36.05	0712642-8
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 342.19	0712643-6
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 391.06	0712644-4
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 253.72	0712645-1
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 562.17	0712646-9
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 85.71	0712647-7
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 47.64	0712648-5
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 47.64	0712649-3
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 28.57	0712650-1
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 409.21	0712651-9
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 146.65	0712652-7
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 360.38	0712653-5
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 256.57	0712654-3
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 9.00	0712655-0
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 75.27	0712656-8
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 114.29	0712657-6
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 1,894.13	0712658-4
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 373.54	0712659-2

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05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 306.31	0712660-0
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 619.69	0712661-8
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 828.29	0712662-6
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 428.43	0712663-4
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 999.66	0712664-2
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 599.80	0712665-9
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 2,599.12	0712666-7
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 832.73	0712667-5
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 468.48	0712668-3
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 524.09	0712669-1
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 166.74	0712670-9
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 415.51	0712671-7
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 15.40	0712672-5
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 97.77	0712673-3
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 400.17	0712674-1
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 642.21	0712675-8
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 85.68	0712676-6
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 114.25	0712677-4
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 89.34	0712678-2
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 342.75	0712679-0
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 1,201.89	0712680-8
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 2,412.51	0712681-6
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 2,827.64	0718734-7
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 200.08	0719001-0
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 4,061.19	0718801-4
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 571.24	0719162-0
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 2,002.92	0719644-7
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 150.55	0719763-5
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 172.23	0720813-5
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 891.67	0720360-7
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 2,698.28	0720606-3
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 1,346.05	0720810-1
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 514.11	0720705-3
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 3,244.36	0720937-2

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05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 956.10	0720716-0
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 164.24	0721427-3
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 361.29	0721556-9
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 47.37	0721684-9
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 437.96	0906944-4
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 1,033.60	0995095-7
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 2,900.24	0905005-5
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 208.14	0926386-4
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 475.75	0961926-3
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 851.44	1058710-3
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 211.22	1087619-1
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 63.54	1124127-0
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 703.14	1045653-1
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 439.55	1172743-5
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 350.22	1206985-2
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 245.22	1296582-8
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 102.19	1246537-3
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 1,841.91	1303978-9
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 201.19	1685375-6
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 136.10	1433921-2
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 628.36	1481532-8
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 244.44	1481534-4
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 488.84	1481535-1
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 114.25	1481536-9
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 1,295.43	1481537-7
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 220.00	1481539-3
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 195.54	1481540-1
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 415.71	1662840-6
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 5,113.37	1687005-7
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 212.22	1607534-3
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 1,372.77	1695873-8
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 182.21	1740353-6
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 2,676.65	2049005-8
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 272.49	2072459-7

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05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 321.95	2001311-6
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 260.85	2060519-2
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 255.16	3014475-2
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 246.81	3146127-0
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 329.84	3305804-1
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 1,131.73	3291842-7
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 73.66	3253826-6
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 796.64	3372018-6
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 55.15	0712569-3
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 376.00	3338917-2
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 72.35	3402033-9
05/21/2018	813730	NorthWestern Energy	Light Maintenance	\$ 513.28	0712577-6
05/21/2018	813731	NorthWestern Energy	Solid Waste	\$ 2,356.49	3252194-0
05/21/2018	813731	NorthWestern Energy	General	\$ 23.24	1836666-6
05/21/2018	813731	NorthWestern Energy	Street/Traffic Oper	\$ 43.60	1748896-6
05/21/2018	813731	NorthWestern Energy	Street/Traffic Oper	\$ 43.28	1740357-7
05/21/2018	813731	NorthWestern Energy	Facilities Mngmt	\$ 2,845.55	1269391-7
05/21/2018	813731	NorthWestern Energy	General	\$ 122.74	1191404-1
05/21/2018	813731	NorthWestern Energy	Facilities Mngmt	\$ 2,349.57	1160804-9
05/21/2018	813731	NorthWestern Energy	Facilities Mngmt	\$ 785.26	1160802-3
05/21/2018	813731	NorthWestern Energy	Water	\$ 190.93	1142253-2
05/21/2018	813731	NorthWestern Energy	General	\$ 147.35	0723045-1
05/21/2018	813731	NorthWestern Energy	Water	\$ 17.13	0723059-2
05/21/2018	813731	NorthWestern Energy	General	\$ 43.05	0839280-5
05/21/2018	813731	NorthWestern Energy	Public Safety	\$ 659.71	0871546-8
05/21/2018	813731	NorthWestern Energy	General	\$ -	0925496-2
05/21/2018	813731	NorthWestern Energy	Facilities Mngmt	\$ 519.52	0975808-7
05/21/2018	813731	NorthWestern Energy	Water	\$ 389.66	1116452-2
05/21/2018	813731	NorthWestern Energy	Water	\$ 3,310.07	0723040-2
05/21/2018	813731	NorthWestern Energy	General	\$ 111.70	0722287-0
05/21/2018	813731	NorthWestern Energy	Water	\$ 1,996.56	0722264-9
05/21/2018	813731	NorthWestern Energy	General	\$ 720.97	0720821-8
05/21/2018	813731	NorthWestern Energy	General	\$ 40.74	0720818-4
05/21/2018	813731	NorthWestern Energy	Water	\$ 76,780.25	0100606-3

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/21/2018	813731	NorthWestern Energy	Water	\$ 3,030.80	0100606-3
05/21/2018	813731	NorthWestern Energy	General	\$ 45.68	0712387-0
05/21/2018	813731	NorthWestern Energy	General	\$ 193.89	0712536-2
05/21/2018	813731	NorthWestern Energy	Wastewater	\$ 1,010.26	0100606-3
05/21/2018	813731	NorthWestern Energy	Water	\$ 572.88	0100485-2
05/21/2018	813731	NorthWestern Energy	Airport	\$ 45.48	1647695-4. De Icer. May 2018
05/21/2018	813731	NorthWestern Energy	CDBG	\$ 14.74	FORECLOSURE - 30 S Plainview Street
05/21/2018	813731	NorthWestern Energy	General	\$ 60.20	Electrical charges-Pioneer Park tennis
05/21/2018	813731	NorthWestern Energy	Wastewater	\$ 204.79	Electricity EA
05/21/2018	813731	NorthWestern Energy	Wastewater	\$ 61,948.50	0100591-7
05/21/2018	813742	Rimrock Foundation	Municipal Court Grants	\$ 400.00	April 2018 Screenings
05/21/2018	813742	Rimrock Foundation	Municipal Court Grants	\$ 1,786.43	April 18 Day Treatment
05/21/2018	813742	Rimrock Foundation	Municipal Court Grants	\$ 2,544.45	April 2018 Patient Charges
05/21/2018	813742	Rimrock Foundation	Municipal Court Grants	\$ 20.00	April 2018 March Underbilled
05/21/2018	813742	Rimrock Foundation	Municipal Court Grants	\$ 2,940.00	April 2018 Ancillary Groups
05/21/2018	813756	Springsted	2015 GO Refunding Bonds	\$ 460.00	cont...
05/21/2018	813756	Springsted	Series 2004A Street Imp	\$ 460.00	cont...
05/21/2018	813756	Springsted	Airport	\$ 1,700.00	cont...
05/21/2018	813756	Springsted	Facilities Mngmt	\$ 460.00	cont...
05/21/2018	813756	Springsted	Tax Increment N 27th	\$ 920.00	cont...
05/21/2018	813756	Springsted	Tax Increment East	\$ 460.00	cont...
05/21/2018	813756	Springsted	SID Fund	\$ 2,600.00	cont...
05/21/2018	813756	Springsted	Wastewater	\$ 1,500.00	cont...
05/21/2018	813756	Springsted	Storm Sewer Debt Svc	\$ 850.00	cont...
05/21/2018	813756	Springsted	Storm Sewer Debt Svc	\$ 850.00	cont...
05/21/2018	813756	Springsted	Tax Increment South	\$ 920.00	cont...
05/21/2018	813756	Springsted	Library GO Debt	\$ 460.00	2018 Continuing Disclosure Services
05/21/2018	813756	Springsted	Tax Increment N 27th	\$ 9,084.33	1061.135 2 One Big Sky Center negotiations
05/21/2018	813756	Springsted	Parks Series 2000 GO Debt	\$ 460.00	cont....
05/21/2018	813759	Swank Enterprises	Rose Park Pool Construction	\$228,910.87	Rose Pool operations building construction
05/21/2018	813761	Tel Net Systems, Inc.	Telephone System	\$ 4,903.78	Network/fiber wiring work at City Hall
05/21/2018	813769	Town & Country Supply Association	General	\$ 1,460.77	T&C cem fuel 051518 307923
05/21/2018	813769	Town & Country Supply Association	Fleet	\$ 9,696.80	307685 PO NUM 305980
05/21/2018	813769	Town & Country Supply Association	Public Safety	\$ 1,013.84	308190:FIRE 1 - DIESEL DELIVERED

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/21/2018	813769	Town & Country Supply Association	Fleet	\$ 23,947.02	303742 PO NUM 305979
05/21/2018	813769	Town & Country Supply Association	Fleet	\$ 27,254.40	303756 PO NUM 305998
05/21/2018	813769	Town & Country Supply Association	Public Safety	\$ 1,142.00	308190:FIRE 1 - UNLEADED DELIVERED
05/21/2018	813769	Town & Country Supply Association	Fleet	\$ 9,696.80	307938 PO NUM 305980
05/21/2018	813769	Town & Country Supply Association	Public Safety	\$ 760.38	308189 FIRE3: DIESEL DELIVERED
05/21/2018	813774	Tyler Technologies Inc	Police Programs	\$ 3,995.00	Brazos Hosting 5/1/18-4/30/19
05/21/2018	813790	Xylem Dewatering Solutions Inc	Water	\$ 42,601.29	Replace-Unit # 7314 1969 6"trash pump
05/21/2018	813792	Yellowstone County Sheriffs Office	Police Programs	\$ 468.00	2/5 reimburse for DF. 15-DEA-612885.
05/21/2018	813792	Yellowstone County Sheriffs Office	Police Programs	\$ 25,547.20	2/5 reimburse for DF. 16-FBI-003712.
05/21/2018	813792	Yellowstone County Sheriffs Office	Police Programs	\$ 3,263.52	2/5 reimburse for DF. 17-DEA-628920
05/21/2018	813792	Yellowstone County Sheriffs Office	Police Programs	\$ 76.13	2/5 reimburse for DF. 17-DEA-628921

Regular City Council Meeting

Meeting Date: 06/11/2018

TITLE: One Big Sky District Development Plan Agreement

PRESENTED BY: Bruce McCandless, City Administrator

Department: City Hall Administration

Presentation: Yes

PROBLEM/ISSUE STATEMENT

At its April 9, 2018 meeting, the City Council approved a Memorandum of Understanding with several local organizations to fund the master development plan, conceptual design and engineering plans for major development in the One Big Sky District. The other local organizations, collectively called the Strategy Partners, are Big Sky Economic Development, the Chamber of Commerce, the Tourism Business Improvement District and the Downtown Billings Partnership. The specific tasks these Strategy Partners will perform in conjunction with the proposed developer, Landmark Development Services Company, LLC, are laid out in a project development planning agreement (See attached Development Plan Agreement). The Big Sky Economic Development Corporation (EDC) has agreed to be the representative for all the Strategy Partners in the execution and implementation of the Development Plan Agreement. The Plan Agreement has been reviewed by the Strategic Partners, including City staff, and is now presented to the City Council for its approval. The governing bodies from the other organizations will also approve the agreement before the EDC will execute the agreement.

ALTERNATIVES ANALYZED

City Council may:

- Approve, the Development Plan Agreement, or;
- Disapprove the Development Plan Agreement, or;
- Recommend amendments to the Development Plan Agreement and consider its adoption at a future Council meeting.

FINANCIAL IMPACT

The Strategic Partners' financial responsibility for execution and implementation of the Development Plan Agreement is \$675,000. This cost was developed by Landmark Development Services Company, LLC, in conjunction with the Strategy Partners and is outlined in Exhibit 1 of the Development Plan Agreement based on past planning work on projects of this scale. The City's direct contribution is \$100,000, with another \$400,000 coming from a line of credit from the EDC that is secured by the value of a building the City purchased with downtown district TIF funds. The other Strategy Partners and contributions from the private sector make up the balance of the \$675,000.

Landmark Development Services Company, LLC's estimated capital costs for the implementation of the Development Plan Agreement are outlined in Exhibit 4 of the Agreement. These costs, not to exceed \$1,340,000, would be payable to the Developer if a catalyst project identified in the Development Plan moves forward and Landmark Development Services Company, LLC is not contracted to develop the project. However, since the catalyst project will

include public and private funding elements, the capital costs would not be payable until the financing is approved by the City for the catalyst project.

RECOMMENDATION

Staff recommends that the City Council approve the Development Plan Agreement and authorize EDC to execute the Agreement on the City's behalf as a member of the Strategy Partners.

APPROVED BY CITY ADMINISTRATOR

Attachments

Development Plan Agreement

DEVELOPMENT PLAN AGREEMENT

THIS DEVELOPMENT PLAN AGREEMENT (the “Contract”) is made as of July 1 ____, 2018, by and between the Big Sky Economic Development Corporation, a Montana nonprofit corporation (hereinafter referred to as “EDC”), and Landmark Development Services Company, LLC, a Wisconsin limited liability company (hereinafter referred to as “Developer”).

RECITALS

WHEREAS, the EDC, along with each of the City of Billings (the “City”), Downtown Billings Partnership, Inc. (“DBP”), Billings Economic Development Authority, Billings Chamber of Commerce, and Billings Tourism Business Improvement District (together with the EDC, the “Strategy Partners”), desires to advance an economic development strategy for a multi-anchor district in Billings, Montana, commonly referred to as the One Big Sky District as described in the Development Plan, defined below (the “Project”);

WHEREAS, the Developer previously completed, at its own cost and expense, the concept development plan that serves as the conceptual framework for the Project (the “Concept Development Plan”);

WHEREAS, the Developer and the Strategy Partners are working together to advance the strategic redevelopment of the Billings downtown core by identifying the private-investment and public infrastructure investment opportunities in the health-wellness district and lifestyle district as identified in the Concept Development Plan, with a mutually beneficial outcome;

WHEREAS, the next phase of work for the Project will include evolving the master plan, conceptual design and engineering plans for the Project, as well as establishing a preliminary plan of finance for the One Big Sky District (all of those matters, the “Development Plan”);

WHEREAS, because the Development Plan has significant potential to promote economic development resulting in major, positive economic and fiscal impacts for the region and the State of Montana, the EDC and the other Strategy Partners desire to work collaboratively with the Developer and contribute an amount not to exceed Six Hundred Seventy-Five Thousand and 00/100 Dollars (\$675,000.00) toward the Expenses (defined on Exhibit 1), but excluding direct personnel expenses of the Developer, to complete the Development Plan consistent with the Services as defined and more particularly described herein and in Exhibit 1 attached hereto; and

WHEREAS, once the Developer completes the Development Plan, it is the parties’ current intent to work toward a definitive plan and continue their public - private partnership by collaboratively advancing an immediate phase of a public – private development opportunity the Development Plan identifies as a catalyst project or projects that includes a public infrastructure component (each, a “Catalyst Project”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Basic Definitions.

1.1 “Services” are those activities and services to be undertaken by the Developer and any Subconsultants (as hereinafter defined) with respect to the development, design, market analysis and financial structuring of the Project as more particularly described in Exhibit 1 attached hereto.

1.2 “Work” comprises completion of the Services described herein, including, but not limited to, all labor, materials, expenses and equipment used or incorporated therein.

2. Services.

2.1 Services. Developer represents that it has the knowledge and experience to undertake the Services as set forth in this Contract. Developer will perform the Services in a manner consistent with the standard of care applicable to firms having experience with providing services for projects having similar scope, function, schedule, budget, quality and complexity as the Project. It is the intent of the EDC and the Developer that this Contract include all reasonable items necessary for proper execution and completion of the Work.

2.2 Coordination; EDC and Other Strategy Partners Responsibilities. The Developer is responsible to coordinate its Services and the Work with EDC and other Strategy Partners. The EDC will cooperate with the Developer and use its best efforts to cause the other Strategy Partners to cooperate with the Developer to: (i) complete primary market research in support of the real estate program planned for the Development Plan; (ii) work with the Developer to prepare an outline of a capital improvement plan and budget for civic infrastructure costs and investment phased over time to support the Project development; (iii) work with the Developer to prepare a plan and timeline for achieving project entitlements to be outlined in the Development Plan; (iv) evaluate opportunities to acquire sites that may be desired or necessary to implement the Development Plan (if required); (v) negotiate exclusively with the Developer for the development, construction and operation of the private sector components of a civic convention and events center in the One Big Sky District for the entire term of the Contract; (vi) negotiate exclusively with the Developer for the planning and development of an adjacent private sector hotel and mixed-use development for the entire term of the Contract as described in Exhibit 1; (vii) contract for and fund, or cause to be contracted for and funded by the Billings Chamber of Commerce, a separate convention center market and feasibility study to further inform the Development Plan; (viii) work with the Developer to facilitate the financial administration of the Services and Work with the EDC serving as fiscal liaison on behalf of the Strategy Partners for the completion of the Work under the Contract; (ix) facilitate support from the Governor’s Office of Economic Development, the Montana Department of Commerce, and other entities or individuals for State of Montana incentives programs; and (x) utilize the City’s current, relevant plans that relate directly to the Services. The exclusivity in subsections (v) and (vi) in this Section does not apply to the agreement Montdevco, LLC (“Montdevco”), has with DBP giving Montdevco the option to purchase real estate from DBP (the “Option”) or the transactions, discussions or events flowing from that sale if it occurs unless and until Developer exercises rights under the Option as assignee of Montdevco.

2.3 Delivery of Services. The Developer shall furnish to the EDC a complete list of any subconsultants or vendors the Developer intends to engage for purposes of providing or assisting with the Services described herein (together the “Subconsultants” or, individually, a “Subconsultant”). The Developer will use a competitive process to engage any Subconsultant, giving a preference for Subconsultants local to the Billings, Montana, area. Developer shall be responsible for the performance of, or failure in performance of, its personnel. The Subconsultant(s) will be responsible for the performance of, or failure in performance of, their respective portions of the Services. In each agreement the Developer signs with a Subconsultant for the Services, the Developer shall include a provision stating that EDC is a

third-party beneficiary may pursue the Subconsultant directly if the Subconsultant fails to perform its respective portion of the Services or otherwise breaches that agreement (a “Subconsultant Breach”). The Developer shall report to the EDC’s Executive Director or the Executive Director’s designee with respect to all matters related to the Services hereunder, and shall provide a status report in person not less than quarterly to the EDC and other Strategy Partners as facilitated by the EDC. The EDC will be responsible to work with the Developer to provide interim updates (monthly) to the Strategy Partners.

2.4 Additional Services. Other than those Services set forth in Exhibit 1, the Developer shall not be required to provide any additional Services (the “Additional Services”).

2.5 Compliance. In all matters pertaining to this Contract and the Services, Developer shall comply with all federal, state and local laws, regulations, ordinances and other requirements applicable to Developer.

2.6 No Conflict. EDC represents on behalf of itself and the other Strategy Partners that, notwithstanding the Services performed and Work undertaken pursuant to this Contract, Developer and its owners and affiliates shall be eligible to submit a proposal to any of the Strategy Partners for future services related to the development or management of public or private development or infrastructure related to the Project. The Developer shall not be prohibited in any manner as a result of this Contract from pursuing development of a project(s) or professional services engagement(s) involving the One Big Sky District, including the convention and events center if such project should materialize.

3. Work Product; Rights of Use. The Work will be compiled in the form of the final Development Plan resulting from the Services. The Development Plan shall be provided to the EDC and other Strategy Partners for their use in advancing the projects identified therein. The Developer shall own all Work and the Development Plan and hereby grants the Strategy Partners a perpetual royalty-free license to use the Development Plan in pursuit of the Project. The information in the Development Plan will include analyses, projections and forecasts of market demand, planning, cost, financial, fiscal-economic and other data based on industry standard methodologies, industry data, and other relevant information provided by third parties deemed to be reliable. The programs and project development opportunities considered as part of the Development Plan necessarily involve known and unknown risks, uncertainties and other factors that may influence the outcomes discussed therein. The EDC and other Strategy Partners and any other parties reviewing the Development Plan should make their own investigations, projections and conclusions about the information contained therein. Review or use of the Development Plan by any party does not create any legal liability on the part of Developer, its affiliates, assignees or any other third party involved in the Work.

4. Expenses and Payment.

4.1 Expenses. In consideration for the Services rendered hereunder and delivery of the Development Plan, EDC shall pay for up to Six Hundred Seventy-Five Thousand and 00/100 Dollars (\$675,000.00) in Expenses as deemed by the Developer to be necessary in performing the Work. Payment for any Additional Services shall be agreed upon between the EDC and Developer at the time such Additional Services, if any, are authorized in writing by the EDC (with concurrence of the Strategy Partners). No such Expenses shall be used to reimburse the Developer for its direct personnel expenses in performing the Services, except as expressly provided in Exhibit 1 hereto.

4.2 Payment. Prior to the EDC making payments for Expenses, the Developer shall submit to the EDC itemized Applications for Payment in the format set forth by the EDC in Exhibit 2 of this Contract, supported by such data as the EDC may deem reasonably necessary to substantiate Developer’s request. The Developer shall submit an Application for Payment only during the first ten (10) business days of any

month. Applications for Payment submitted at any other time during the month will be deemed to have been submitted as of the first day of the following month. EDC shall approve or reject Developer's invoice on or before the 15th day of the month. Such amounts as EDC may approve, consistent with the terms hereof, shall be payable not later than fifteen (15) days from the date upon which the Application for Payment is approved by the EDC.

5. Term and Termination.

5.1 Term. The term of this Contract shall commence on the date hereof and shall continue until the soonest of these events to occur: (1) the Developer completes the Development Plan; (2) a period of 210 days from the date in the introductory clause of this Agreement elapses; or (3) a party terminates this Contract as provided in the following Section of this Article. The Term of this Contract may be extended by mutual written consent of the parties.

5.2 Termination. The EDC or Developer may terminate this Contract, with or without cause, upon thirty (30) days' written notice, in which case, EDC shall pay Expenses pertaining to the Work completed to the date of termination.

6. Insurance and Limitation of Liability.

6.1 Requirements. The Developer shall be responsible to purchase and maintain insurance coverage with a provider with an A.M. Best rating of A-VII or better, for commercial general liability, professional liability, workers' compensation, and umbrella in forms and amounts in accordance with the insurance coverage set forth in Exhibit 3 of this Contract. A Certificate of Insurance evidencing such coverage is attached in Exhibit 3 of this Contract. The insured parties below (the "Insured Parties") shall be additional insureds under the Developer's commercial general liability and umbrella policies. The Developer shall cause its insurer(s) to provide the Insured Parties with not less than thirty (30) days' written notice of any cancellation, non-renewal, termination, or material modification to the insurance coverage required hereunder. Except with respect to professional liability insurance, the Developer shall cause its insurer(s) to agree to waive any rights of subrogation they may have against EDC. Failure of Developer to procure or maintain required insurance shall constitute a material breach of this Contract, upon which EDC may immediately terminate this Contract. The Insured Parties shall include the parties listed below and any affiliates related thereto, including their respective trustees, shareholders, members, directors, officers, partners, managers, agents and employees, successors and assigns:

Named Insured Parties:

Big Sky Economic Development Corporation

City of Billings

Downtown Billings Partnership, Inc.

Big Sky Economic Development Authority

Billings Chamber of Commerce

Billings Tourism Business Improvement District

Additionally, the Developer shall be responsible to require each Subconsultant to obtain and maintain commercial general liability, professional liability, workers' compensation, and umbrella in forms and amounts Developer deems appropriate to the Subconsultant's scope of work.

6.2 Limitations. The obligation of the Developer to pay any damages, liabilities, obligations, losses or expenses pursuant to this Contract or the Project shall not exceed the insurance required to be provided by or through the Developer hereunder and the insurance limits associated therewith. To the extent that the Developer has obtained insurance as set forth in Section 6.1 above, and such coverage does not fully cover

any damages, liabilities, obligations, losses or expenses, the Developer's liabilities shall not exceed Five Thousand and 00/100 Dollars (\$5,000.00), regardless of the cause or extent of such damages, liabilities, losses or expenses. The limitations in the first two sentences of this Section 6.2 do not apply to damages EDC suffers occasioned by a Subconsultant Breach if EDC directly pursues a Subconsultant for a Subconsultant Breach.

6.3. Limitation of Liability. Neither EDC nor the other Strategy Partners will be liable to the Developer for damages pertaining to lost profits or opportunities or indirect, special, incidental or consequential damages arising from or related to this Contract; provided, however, that this limitation does not apply in any way to EDC's and Strategy Partners' obligations to pay developers capital costs as provided in Exhibit 1 to this Contract

7. Relationship. All Services provided under this Contract by Developer shall be as an independent contractor of EDC, and nothing in this Contract, or in the parties' activities in connection therewith, shall be deemed to create any partnership, joint venture, employment or other agency relationship between Developer and EDC or any other Strategy Partner. Developer shall be responsible for payment of all taxes, fees, contributions, and withholding or other charges applicable by law to Developer's Services, personal property, and employees, and shall require, by contract, its Subconsultants to pay all of their respective taxes, fees, contributions, and withholding or other charges applicable by law to their respective portion(s) of the Services, and their personal property and employees.

8. Miscellaneous.

8.1 Notices. Any and all notices required or permitted hereunder shall be in writing and shall be delivered to the individual(s) designated below for the recipient thereof or for such individuals' attention during normal business hours to a receptionist or other person available to receive incoming deliveries at the address designated below for such recipient or sent to such recipient via facsimile or electronic mail to the facsimile number/e-mail addresses designated below for such recipient or by registered or certified mail, return receipt requested and postage prepaid, to the address designated below for such recipient:

EDC: Attn: Executive Director
222 N. 32nd, Ste. 200
Billings, Montana 59101
Facsimile: (406) 256-6877
Electronic Mail: SteveA@bigskyeda.org

Developer: Robert P. Dunn
10 W. Mifflin Street, Ste. 400
Madison, Wisconsin 53703
Facsimile: (608)274-7442
Electronic Mail: dunnb@hammescosports.com

Notices delivered as provided above shall be deemed given upon such delivery. Notices sent via facsimile or electronic mail as provided above shall be deemed given upon their successful transmission. Notices mailed as provided above shall be deemed given on the date of their deposit in the United States mail. Any party hereto may change the individual, facsimile number, e-mail address or street address to which notices thereto should be given hereunder by giving notice of such change to the other party hereto in accordance with the provisions of this Section.

8.2 Force Majeure. Neither party shall be liable or in default hereunder for any delay or failure to perform under this Contract to the extent that such delay or failure was attributable to flood, hurricane,

tornado, earthquake, storm or other acts of God; war, acts of a public enemy, insurrection, riot, vandalism or other civil or military action, terrorism, accident, fire, explosion or other casualty; nationalization, violence; seizure, embargos or other government actions or restrictions of that type; walk outs, failure of transportation, supply or utilities, strike or other work interruption or any other similar causes beyond the reasonable control of such party.

8.3 Further Assurance. Each of the parties hereby agrees to execute and deliver such documents and to take such other actions at any time and from time to time hereafter as may be reasonably requested by the other party to carry out the provisions or purposes of this Contract.

8.4 Successors. This Contract shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns. No party may assign any of such party's rights or obligations under this Contract without the prior written consent of the other party hereto. This Contract shall not confer any rights or remedies upon any third-party beneficiary or other person other than the parties, except to the Strategy Partners as specifically provided herein.

8.5 Severability. In the event that any provision of this Contract is ever finally determined to be wholly or partially illegal, invalid or unenforceable, either in all jurisdictions and circumstances or in particular jurisdictions or circumstances, such provision shall be deemed severed herefrom in those jurisdictions and circumstances as to which it is so determined to be wholly illegal, invalid or unenforceable and shall be deemed limited to the extent required in those jurisdictions and circumstances as to which it is so determined to be partially illegal, invalid or unenforceable, and such severance or limitation shall not affect the legality, validity or enforceability of any of the other provisions hereof or of such provision to the extent not so severed or limited.

8.6 Governing Law. This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Montana.

8.7 Interpretation. The headings in this Contract are intended for convenience only, and shall not affect the meaning or interpretation hereof. In interpreting this Contract, whenever the context so permits, (a) the singular shall include the plural and the plural shall include the singular, (b) any gender shall include all genders and (c) the term "including" shall mean "including, without limitation." Reference to any federal or state statute shall be deemed to refer to all rules and regulations promulgated thereunder unless the context otherwise requires and shall be deemed to incorporate amendments thereto except to the extent that taking such amendments into account would defeat the purposes of this Contract. Any exhibit, schedule or other document referred to herein is incorporated in this Contract and made a part hereof. This Contract was drafted jointly by the parties, and no rule of construction or other presumption shall arise by reason of authorship of any of the provisions hereof.

8.8 Execution. This Contract may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Transmission of a copy of a signature page of this Contract purporting to be signed by a party from the recipient email address of such party hereunder to the recipient email address of another party shall be treated by both parties as the equivalent of physical delivery by such party to such other party of a complete original of this agreement executed by such party.

8.9 Announcements. No party shall, directly or indirectly, issue any press release or make any public announcements relating to the subject matter of this Contract at any time during the term of this Contract without the prior written consent or approval of all of the other parties, except as may be required by law. The Developer shall be allowed to use the name or marks or refer to the Project in any marketing, advertising and publicity related to this Project or the Developer's normal and ordinary business pursuits.

The EDC (together with the other Strategy Partners) shall have the right to provide appropriate information during public-information sessions throughout the planning process, with such appropriate information being determined by the parties in advance of such sessions. Nothing in this provision is intended to impede or prevent EDC or the other Strategy Partners from complying with their respective obligations, if any, relating to laws pertaining to open meetings or public documents.

8.10 Amendment. This Contract may be amended by, and only by, a written instrument signed by both parties. No failure or delay on the part of either party in the exercise or enforcement of any of its rights under any provision hereof shall be deemed to constitute a waiver or other relinquishment of any of such rights or of such provision in the absence of a written waiver signed by such party. Any such written waiver shall be effective only with respect to the specific matters covered thereby and shall not affect the parties' respective rights and obligations with respect to other or future items.

8.11 Integration. This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes any and all oral, written or other negotiations, warranties, representations, agreements or other understandings in regard thereto.

8.12 Survival. The provisions of this Contract with these descriptive headings will survive the termination or expiration of the term of this Contract: Compliance, No Conflict, Work Product; Rights of Use, Expenses, Payment, Insurance (including Limitations), Relationship, and Developer's Capital Costs in Exhibit 1.

[SIGNATURE PAGE FOLLOWS]

THIS DEVELOPMENT PLAN AGREEMENT is made and entered into as of the day and year first written above.

EDC:

DEVELOPER:

BIG SKY ECONOMIC DEVELOPMENT CORPORATION

LANDMARK DEVELOPMENT SERVICES COMPANY, LLC

Robert P. Dunn

By: _____

By: _____

Title: _____

Title: Managing Member

Date: _____

Date: _____

By signing below, the Strategy Partners: (1) acknowledge they approve this Contract pursuant to Section 1 of the Memorandum of Understanding between them; (2) agree they are obligated to EDC to perform the matters in this Contract (i) that EDC agreed to cause the Strategy Partners to perform, and (ii) that otherwise require or necessitate any of their participation, cooperation or collaboration; and (3) the Developer may enforce the payment and performance obligations of this Contract against each Strategy Partner in the same manner and to the fullest extent of the law as if each Strategy Partner were a party hereto.

City of Billings

Downtown Billings Partnership, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Big Sky Economic Development Authority

Billings Chamber of Commerce

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Billings Tourism Business Improvement District

By: _____

Name: _____

Title: _____

EXHIBIT 1

SERVICES

The “Services” to be provided by the Developer are described in this Exhibit 1 to the Development Plan Agreement.

The Developer, with the support of the EDC and other Strategy Partners, will organize the planning process and prepare the Work to include the following:

- Undertake efforts to prepare a Development Plan based upon the Concept Development Plan to address historic challenges faced by the City of Billings related to “place” that make urban redevelopment, workforce recruitment and driving visitation difficult, including development that is not always coordinated, underutilized or underdeveloped civic amenities, a transportation network that should be further refined, and an evolving community vision that needs to be aligned with a broader economic development strategy, responding to the stated needs and priorities of the growing, vibrant community.
- Prepare conceptual plans and a preliminary finance plan for an immediate phase of development to be the first anchoring project(s) in the One Big Sky District to include mixed-use program consisting of possible program elements such as: commercial office, residential, retail, hotel and other civic uses, including a convention and events center.
- Work in partnership with the EDC and the other Strategy Partners to incorporate the elements of proposed civic infrastructure into the Development Plan that may include a new convention and events center and other related civic elements.

Specifically, the Developer will undertake Services to produce the Work listed below, which will be presented as a Development Plan to the EDC and other Strategy Partners:

I. Concept Master Plan

- Concept Master Plan for the One Big Sky District
- Preliminary Master Planning Design Guidelines
- Evaluation of City Planning Guidelines and Planning Considerations
- Outline of Current City Infrastructure and Capacity Analysis
- Preliminary Civil Engineering Analysis Based on Proposed Capacities to Support Planned Development
- Conceptual Civic Infrastructure Plan
 - Assessment of City Sewer Improvement Plans
 - Assessment of City Water Quality Plans
 - Assessment of Other City Infrastructure
 - Preliminary Site Access, Circulation and Parking Plan
- Preliminary Transportation and Parking Analysis for the District Based on City Analysis
 - Preliminary Parking Plan and Transit Modeling
- Conceptual Design Documents
 - Outline of Mixed-Use Program for the District
 - Conceptual Design Studies
 - Project Program Development
 - Determine Site Massing and Density Limitations
 - Assessment of Zoning and Entitlement Restrictions
 - Other Site Parameters
 - Site Massing Models

- Thematic Design
- Conceptual Design and Master Plan Documents for Cost Model for Major Program Elements
 - Conceptual Master Plan
 - Architectural Design Concepts
 - Civil Engineering Plans (Preliminary)
 - Transportation / Circulation Plans (Preliminary)
 - Structural (Preliminary)
 - MEP (Preliminary)

II. Preliminary Finance Plan

- Financing Structure
 - Financing Overview
 - Revenue and Expense Recognition
 - Outline Public Finance and City Infrastructure Requirements
- Preliminary Plan of Finance
 - Sources and Uses of Funds
 - Financial Model(s)
 - Pricing / Sponsorship Analysis and Market Research
 - Market Research of Revenue Assumptions
 - Market Assessment of Expense Assumptions
 - Term Sheet(s)
 - Outline of Possible Equity Sources
 - Outline of Capital Structures (Debt)
- Outline of Public Finance Structures and Alternatives
- Financing Schedule
- Preliminary Detailed Master Project Budget

III. Legal / Definitive Deal Structure

- Public Finance Term Sheets (As Required)
- Outline of Project Development Agreements

IV. Market Research

- Market Research (Primary and Secondary)
 - Economic Impact Analysis
 - Fiscal Impact Analysis
 - Target Market Surveys
 - Market Assessment of Primary Program Elements
 - Market Assessment of Sponsorship Programs
 - Market Evaluation and Measurement of Location

V. Development Management / Administration

- Develop Scope of Services
- Primary Professional Services Agreements (e.g., Design Services Agreement, Consulting Services Agreement)
- Engage and Manage the Project Team
- Project Communications and Coordination Procedures
- Document Control and Distribution
- Accounting and Cost Control
- Community Relations Interface
- Complete Site Logistics Plan

- Outline of Public and Regulatory Approvals
 - Outline EIR Status / Addendum
 - Outline Zoning Approvals
 - Outline Other Public Approvals
- Undertake to Obtain Public Approvals (As Required)
- Preliminary Master Project Schedule
- Consolidated Schedule / Phasing
- Preparation of the Work to Include Key Deliverables
 - Outline of the Development Plan
 - Development Plan

Payment of Expenses:

EDC shall pay certain Expenses directly to the Subconsultants and pay the Developer directly for certain reimbursable Expenses, as set forth in the Expenses section below, which the Developer submits to the EDC as itemized Applications for Payment in the format set forth in Exhibit 2 of this Contract. Other than the Expenses, the Developer is responsible for all costs and expenses necessary for it to perform the Services and complete the Work, including its direct personnel expenses (“DPE”) in performing the Services and completing the Work set forth above, except as provided below.

Expenses:

Expenses shall include all expenses associated with the Developer’s completion of the Work, other than the Developer’s DPE, incurred by the Developer in the interest of the Development Plan (the “Expenses”), including:

- Costs of Subconsultants, as approved by the EDC or required to complete the Work; and
- Costs of the Work when contracts are held by the Developer; and
- Travel and reasonable subsistence expenses (e.g., living expenses, mileage and per diems) for travel to make quarterly status reports as required by Section 2.3 of the Contract and other travel expressly requested by the EDC to conduct Project meetings, but not for travel and subsistence expenses the Developer otherwise incurs in relation to performing the Services or Work; and
- Expenses of postage, handling and express delivery; and
- Costs of printing and reproductions associated with the Work; and
- Other expenses agreed to in writing and in advance by and between the EDC and the Developer.

Expenses will be billed at 1.0 times direct cost and will not exceed a total of Six Hundred Seventy-Five Thousand and 00/100 Dollars (\$675,000.00) (“Strategy Partners’ Capital Costs”). EDA will make the reimbursement for the travel and subsistence Expenses under the third bullet point above in this Expenses section from the portion of the \$675,000 comprising private sector contributions.

Developer’s Capital Costs:

To complete the Development Plan, the Developer reasonably expects to incur DPE and other expenses, which are not a part of the Strategy Partners’ Capital Costs, of One Million Three Hundred Forty Thousand and 00/100 Dollars (\$1,340,000.00) (the “Developer’s Capital Costs”). The Developer’s Capital Costs are not payable: (1) if one or more Catalyst Projects does not move forward consistent with the Development Plan within five (5) years of the end of the term of this Contract; or (2) if the Developer is contracted to Develop a Catalyst Project (where “Develop” means to undertake a substantial, material and significant portion of the additional services necessary to create the definitive building program, determine the design, assemble land, secure approvals, and finance such Catalyst Project and cause it to be constructed and to manage or transfer such project). The Developer’s Capital Costs will be payable to the Developer if one or more Catalyst Projects moves forward and the Developer is not contracted to Develop one of them; in which event EDC will cause the Strategy Partners responsible for obtaining the financing for such Catalyst project to pay the Developer’s Capital Costs from that financing, consistent with the categories described in Exhibit 4 up to an aggregate maximum amount of \$1,340,000.00, payable within 30 days of closing of

the financing for such Catalyst Project. Interest will not accrue on the Developer's Capital Costs. Nothing herein precludes either the Developer's Capital Costs or Strategy Partners' Capital Costs from being financed by any long-term construction financing or from any equity secured for Catalyst Project(s), or from being contributed to a Catalyst Project as equity, upon mutual agreement of the parties.

Work Plan:

The anticipated period for the Developer to complete the Work under this Contract and deliver the final Development Plan to the EDC is from July 2018 to January 2019, with the following schedule of Project milestones / deliverables:

- Outline of Development Plan – Completed by October 2018
The Outline of Development Plan will include a PowerPoint level presentation document that provides an overview of the key elements of the Work and major issues / considerations / decisions for consideration by the Strategy Partners
- Draft Development Plan for Review – Completed by December 2018
The Draft Development Plan will include a written report that addresses all aspects of the Work as described in this Contract
- Development Plan – Completed by January 2019

The Contract term and schedule may be extended by mutual written agreement of both parties.

Private Sector Components:

The anchoring project described in Section 2 of the Agreement has two primary components. Regarding the civic convention and events center component, no determination or recommendation has been made about which parts of that component will comprise private sector efforts, if any, and which will comprise public sector efforts, if any. The adjacent hotel and mixed-use development component will comprise a private sector effort and as part of that effort, EDC shall: (1) work in conjunction with Big Sky Economic Development Authority (“EDA”) and the DBA to structure and facilitate land assemblage opportunities for the Developer; (2) assist and coordinate with the Developer if the Developer applies for funds available under these State of Montana programs (i) Big Sky Economic Development Trust Fund, (ii) Workforce Training Grant, (iii) Montana Infrastructure Tax Credits, (iv) Montana Board of Investment Participation Loan; (3) assist and coordinate with the Developer in obtaining other available local, state, or federal sponsored economic development incentive programs or grants that may benefit the development of the Private Sector Components; and (4) assist and coordinate with the Developer in pursuing property tax abatement opportunities. EDC will use its best efforts, diligently pursue, and act in good faith in undertaking its obligations under this paragraph.

EXHIBIT 2

APPLICATION FOR PAYMENT

The Developer's Application for Payment is included herein as Exhibit 2.

NOTE: The Developer will prepare a single consolidated application for payment of Expenses which includes all the payments due to Subconsultants and reimbursable Expenses from which EDC will make payment and certify that it is doing so each month

EXHIBIT 3

INSURANCE

Developer Insurance Coverages:

Commercial General Liability

General Aggregate \$2,000,000

Products/ Completed Operations Aggregate \$2,000,000

Each Occurrence \$2,000,000

Automobile Liability

Combined Single Limit \$1,000,000

Worker's Compensation

Statutory

Employer's Liability

Each Accident \$1,000,000

Disease - Policy Limit \$1,000,000

Disease - Each Employee \$1,000,000

Professional Liability

Each Occurrence \$2,000,000

EXHIBIT 4

CATEGORIES OF DEVELOPER'S CAPITAL COSTS

Category of Cost	Estimated Cost
Development planning / management	\$ 256,700.00
Preparation of master project budgets / schedules	93,400.00
Capital structuring / financial modeling	198,500.00
Market research & analysis	162,500.00
Site planning & evaluation	51,650.00
Design management and administration	175,000.00
Report production / design / narrative	182,250.00
Legal / deal structuring & drafting	155,000.00
Related capital expenses	65,000.00
TOTAL NOT TO EXCEED	\$ 1,340,000.00